

GENERAL PURCHASE CONDITIONS of SPIE Nederland B.V. in Breda

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SECTION A: General stipulations

Article 1 Scope Of Application

1.1 These general purchase conditions are applicable to all requests for quotation made by SPIE Nederland BV (hereinafter "SNL") and to all contracts in which SNL is the purchaser of goods and/or services and/or works of a material nature supplied by third-parties (hereinafter "the Contract Party") as well as to all (other) orders issued by SNL to a Contract Party, in the broadest sense of the words. The aforementioned contracts and orders shall be referred to below as "the Contract". The applicability of the general conditions used by the Contract Party is and/or all (other) deviations from these General Purchase Conditions are excluded insofar as they are not expressly accepted by SNL in writing upon or after entering into the Contract in question.

1.2 No stipulation of the Contract shall be deemed to create obligations between SNL and third-parties other than the Contract Party.

1.3 If and insofar as the client of SNL has stipulated requirements in respect of SNL that go further than the provisions of these General Purchase Conditions, then those further-reaching requirements shall be applicable to the Contract. A copy of those conditions of SNL's client shall be made available on the first request of the Contract Party.

Article 2 – Order of precedence

In the event of conflicts or uncertainties arising between the provisions of the contract documents mutually, statutory arrangements and/or regulations, the most stringent stipulation to the Contract Party shall be applicable insofar as no express stipulation has been made to the contrary.

Article 3 Quotation

If no stipulation is made expressly to the contrary in the quotation of the Contract Party, then the quotation of the Contract Party shall be deemed to remain in force for at least three months and the quotation shall be irrevocable during that period.

Article 4 – Order

SNL shall only be bound to the Contract Party if SNL has issued or confirmed an order in writing. The order (confirmation) shall stipulate all contract documents and special agreements made between SNL and the Contract Party.

SNL shall not under any circumstances be bound to verbal and/or written agreements made between the Contract Party and employees of SNL without formal authorisation. In the event of there being differences between the content of the order of SNL and the content of its confirmation by the Contract Party, the content of the order of SNL shall take precedence. The written order (confirmation) of SNL shall be binding to the Contract Party unless the Contract Party informs SNL within 5 working days that it does not consider itself bound to the order (confirmation), stating the disputed parts of the order. If the Contract Party commences implementation of the delivery of a performance without a written order or order confirmation of SNL, that shall be done at the Contract Party's own expense and risk.

Article 5 – Performance, delivery and implementation periods

5.1 The performance to be delivered by the Contract Party, such as but not limited to the delivery of goods, the rendering of services, the renting out of equipment, the hiring out or sub-hiring of employees and/or the implementation of work of a material nature, hereinafter to be referred to as "the Performance", shall be delivered within the period or periods stipulated in the order. These periods are strict deadlines. In the event of their not being met in full or in time, Contract Party shall be held in default without further notice of default being required.

5.2 Acceptance of (part of) the delivered Performance shall not result in SNL no longer being able to exercise its rights by virtue of this Contract.

5.3 If the Contract Party is aware or could be expected to be aware that he cannot deliver the agreed Performance in time, he shall be obliged to inform SNL as such without delay in writing, stipulating the causes or circumstances and the anticipated time of delivery. A notification of that nature shall not absolve the Contract Party from any obligation arising from the Contract.

Article 6 Language

All correspondence and documents related to the Contract shall be drawn up in the Dutch language.

Article 7 – Quality

7.1 The Contract Party guarantees the quality and soundness of the Performance to be delivered and all raw products, auxiliary and building materials as well as auxiliary materials and equipment which are used by him.

7.2 Notwithstanding the requirements set forth elsewhere in these General Purchase Conditions and in the additional law, the Performance to be delivered by the Contract Party shall meet the following requirements:

- suitability for the purpose for which they are designated
- sound workmanship
- statutory (safety and environment) regulations
- the latest standards that are accepted as standard in the branch of industry, or which are frequently operated
- the specifications, requirements, standards, drawings, samples given in the Contract
- the presence of any defect as provided for in article 6:186 f.f. of the Netherlands Civil Code
- the presence of any threat to the environment and human and animal health.

7.3 If required by SNL, the Contract Party shall be obliged to give SNL the opportunity to inspect the goods being delivered, works of a material nature and their building materials

and/or to ascertain the quality and progress of the work. The Contract Party shall cooperate in full with the above and provide an inspector with all such measurement equipment required to conduct the inspections so that they can be carried out with sufficient accuracy, and to provide all necessary specimens, material samples and so on. Not availing itself of the opportunity to carry out inspections shall not affect the rights of SNL by virtue of these conditions.

7.4 The Contract Party shall operate a sound quality assurance system and a safety, health and environment (SHE) system to the satisfaction of SNL. On the request of SNL or the client of SNL, the Contract Party shall be obliged to give SNL or the client of SNL the opportunity to carry out an audit into the functioning of the aforementioned quality and SHE systems and to cooperate with that audit in full. Irrespective of whether SNL or the client of SNL avail themselves of their rights to carry out an audit and irrespective of the result thereof, the Contract Party shall remain fully liable for the quality and the soundness of the Performance delivered and to be delivered.

Article 8 – Breach

All breaches in compliance with the obligations of the Contract Party pursuant to the Contract shall entitle SNL, without prior written notice of default and or legal authorisation being required:

- to suspend any obligation of any nature whatsoever that is owed to the Contract Party; and/or
 - to dissolve the Contract in full or in part by means of written notification to that effect; and/or
 - to require that the Performance be delivered within a reasonable period of time, to be set by SNL, at the expense of the Contract Party, otherwise in accordance with the requirements of the Contract; and/or
 - to have the Performance carried out by a third-party or to carry it out itself and to recover the related costs from the Contract Party; and/or
 - to reverse the part of the Performance that has already been carried out at the expense and risk of the Contract Party; and/or
 - to claim compensation for all direct or indirect damages suffered by its affiliates, damages suffered by third-parties, including the employees of SNL.
- These rights shall remain in force irrespective of the seriousness of the breach and without prejudice to SNL's other rights related to the breach other than in cases in which that would be unacceptable by the standards of fairness and equity.

Article 9 Dissolution

SNL shall be entitled to dissolve the Contract in full or in part by means of a written declaration to that effect in the event of an attributable breach of contract on the part of the Contract Party, if the Contract Party dies, is being liquidated, is declared bankrupt, if executorial attachment is imposed on its assets, suspension of payment is applied for, if the Contract Party is placed under guardianship or otherwise loses the free disposal over his assets or if the Contract Party or its subordinates promise or provide any advantage to subordinates or representatives of SNL.

Article 10 Penalty clause

In the event of the Performance not being delivered within the agreed period of time to the agreed place, the Contract Party shall forfeit to SNL an immediately payable fine of 1% of the price of the Performance in question for each day that the breach continues, with a minimum of € 200, and up to a maximum of 15%, without prejudice to the right of SNL to claim compensation for the actual losses suffered and to be suffered in the future. In the event of delivery being permanently impossible, the penalty shall be immediately due and payable in full.

Article 11: Costs

All costs, both judicial and extrajudicial, including the costs of legal counsel, that are incurred by SNL in order to effect its rights in respect of the Contract, shall be for the account of the Contract Party. The extrajudicial debt collection costs are set at 10% of the agreed price with a minimum of € 500.

Article 12 Prices

All prices, including the rates for man-hours, include all costs, under any heading, such as the costs of packaging, transport, insurance, taxes, levies, etc. No adjustments shall be made in the event of rises in wages, prices of materials and so on. The prices are fixed and cannot be altered. If no explicit statement is made to the contrary, the prices include turnover tax.

Article 13 Invoices and payment

13.1 Invoices shall be consistent with the order (confirmation) and the Performance delivered. Invoices shall be submitted in duplicate. The invoice shall state at least the SNL order number, or the SNL assignment number for the provision of personnel. Invoices without a specification of the SNL order number or assignment number will not be accepted and will be returned to the Contract Party.

13.2 All invoices of a Contract Party that can be considered to be a (sub)contractor or temporary employment agency in respect of a Performance he has delivered to SNL must state or be accompanied by:

- a description of the Work and the place of execution;
- the time period or the time periods in which the Performance is carried out;
- the amount of the wages included in the invoiced amount;
- the statement "B.T.W. verlegd", (Turnover Tax Transferred) and the amount of the transferred turnover tax if applicable;
- registration, signed by an authorized employee of SNL, listing the persons that have been hired or have carried out work on a subcontracting or contracting basis and the dates on which and hours during which those persons carried out work during the time period over or the time periods within the invoiced Performance was carried out ("man-hour register").

13.3 Invoices shall be paid within 60 days of receipt of the invoice and only provided that:
a. all requirements set in these General Purchase Conditions for invoices have been met;
b. the Performance on which the invoice is made has been carried out and accepted by SNL;

c. all documentation has been received that can be considered to form part of the invoiced performance, such as drawings, quality and guarantee certificates and operating instructions.

13.4

Payment of 40% of the amount stated in the invoice which relates to the execution of the Work or hiring out shall, at the discretion of SNL, take place against proper receipt by the Contract Party as follows:

- a. by transferring that amount to the "G-rekening" (Guarantee account) of the Contract Party, if the Contract Party has entered into a fully legally-valid Guarantee account agreement; or
- b. by direct payment to the body charged with the collection of income tax and/or social insurance premiums.

If no (fully documented) division is made in the invoice between the (wages of) performances in respect of the execution of the work or hiring out on the one hand and the performances such as the delivery of goods on the other, SNL shall remit payment as specified in this clause.

13.5

Payment shall not in any manner constitute any relinquishment of rights. In the event of SNL rejecting the Performance in full or in part within a reasonable period following payment, the Contract Party shall reimburse the relevant payments he has received from SNL within two weeks of a written notification to that effect, with the addition of the statutory interest of the amount paid from the date on which it was paid.

Article 14 Dutch Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act

On a weekly basis or as frequently as requested by SNL, the Contract Party that can be considered a (sub)contractor or personnel supplier to SNL shall provide written information pertaining to all matters concerning the (administration of) the payment of state taxes and social insurance premiums required pursuant to the law or any governmental regulation or considered necessary or desirable by SNL.

Article 15 Compensation

SNL shall at all times be authorised to set off amounts payable to SNL and/or any other group company as provided for in Book 2 of the Netherlands Civil Code (hereinafter referred to as: "Group companies") of SNL for any reason whatsoever from the Contract Party or any Group Company of the Contract Party against all that which is or shall be payable to the Contract Party at any time. SNL shall also be entitled at all times to pay in return for proper receipt any amount that SNL or one of its Group Companies owes at any time to the Contract Party or one of the Group Companies of the Contract Party, provided that that Group Company deducts that payment from any amount from that which it is owed at any time by the Contract Party.

Article 16 Indemnification

The Contract Party indemnifies and hold harmless SNL against all claims of third-parties for damages resulting from shortcomings in the Performance, whether or not caused by the Contract Party or those assisting him. The Contract Party guarantees that delivery of the Performance to SNL and/or SNL's use of that Performance shall not infringe any industrial property right or other absolute right of third-parties, including patent, trademark, copyright and property right and the Contract Party shall fully indemnify and hold harmless SNL and its Group companies for all such claims and costs.

Article 17. Liability

The Contract Party is liable for all direct or indirect losses arising from non-compliance, incomplete compliance or late compliance with the Contract or the breaching of any other contractual or non-contractual obligation to SNL, irrespective of whether that loss was caused by the Contract Party, his personnel or third-parties he has engaged and irrespective of whether that loss was caused to (personnel or goods of) SNL or to third-parties.

Article 18 Transfer of rights and obligations

The Contract Party shall not be entitled to cede, pledge or transfer in any other form whatsoever his rights or obligations arising from a Contract to any third-party.

Article 19 Drawings, models, designs and software

All models, drawings, designs, software and (other) resources, in the broadest sense of the words, that SNL issues to the Contract Party or which are made or developed by the Contract Party and/or by SNL in the context of the Contract, as well as goods purchased by the Contract Party that can be regarded as being included in the Performance, shall remain or become the property of SNL. Insofar as this document is not sufficient to bring about a transfer of ownership, the Contract Party shall be obliged, upon the first request of SNL, to do everything necessary to bringing about that transfer. The Contract Party is not entitled to use or disclose specific knowledge that it has acquired in the context of the Performance without the prior written permission of SNL.

Article 20 Force majeure

In cases of force majeure, compliance by the relevant parties with the obligations arising from the Contract shall be fully or partially suspended for the duration of the period of force majeure without the parties being obliged to pay each other compensation for damages. The Contract Party shall be notified in writing of the presence of a force majeure situation, supported by documentary evidence. Force majeure is defined as an occurrence that cannot be attributed to the party in question or be considered at his risk, including but not limited to natural disasters, riot, acts of war, fire and explosion. Staff shortages and inability to meet financial obligations shall not be considered to be force majeure.

Article 21 Confidentiality

The Contract Party is obliged to treat confidentially all information and details obtained directly and/or indirectly from SNL. The Contract Party shall not make that information and details about the work it has been commissioned to carry out available to third-parties other than if necessary for the execution of the work and in that case with the prior approval of SNL.

Article 22 Disputes

This contract and all contracts arising from this one shall be governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is excluded. Disputes shall be referred in the first instance to the competent court in the district of Rotterdam, notwithstanding the right of SNL to refer a dispute for adjudication by arbitration in accordance with the rules set forth in the articles of association for the *Arbitrage voor de Metaalnijverheid en -Handel* [Arbitration Tribunal for the Metals Industry and Trade] subject to the proviso that in addition to these rules, the arbitrators are not authorised to alter what has been agreed between the parties.

SECTION B. Supplementary purchase conditions for the delivery of goods

Article 23 Risk

The goods remain at the expense and risk of the Contract Party until the time of delivery. The Contract Party undertakes to keep the goods properly insured until that time. The transport and loading and unloading of the goods as well as waiting times for loading or unloading are at the Contract Party's risk.

Article 24 Packaging, transport, delivery

24.1

The Contract Party is responsible for ensuring that the goods being delivered are properly packaged. The packaging must be undamaged upon delivery. The packaging must be given the appropriate markings and must be collected at the Contract Party's own expense upon the request of SNL. If a deposit has been agreed, in which case the packaging shall remain the property of the Contract Party, the packaging shall be collected by the Contract Party on the first request of SNL.

24.2

Delivery shall take place unloaded and carriage paid (building) site (s) as specified in the order, in the absence of which to the warehouse of the (relevant establishment of) SNL. The delivery shall be accompanied by the customary transport documents that SNL requires to take receipt of the products, drawings, quality and guarantee certificates, etc.

24.3

Immediately upon unloading the goods the Contract Party shall present a waybill or packing slip for signature by a person authorised for that purpose by SNL. Signing the waybill shall not imply approval of the delivered goods or absolve the Contract Party from any guarantee obligation and/or liability pursuant to the Contract entered into between the parties.

24.4

SNL shall not be obliged to inspect and/or approve the quality of the goods as soon as they are delivered, but shall be authorised to make claims in their regard towards the Contract Party within a reasonable period of time. The exceeding of any (statutory) returns period or the failure to take any particular action that was possible pursuant to the Contract shall not relieve the Contract Party of any liability in respect of these General Purchase Conditions.

Article 25 Transfer of ownership of the goods

The ownership of the goods shall be transferred to SNL upon the actual delivery of the goods at the delivery address to an authorised employee of SNL. The Contract Party guarantees that he is authorised to deliver the goods and that they are delivered in full and unencumbered ownership.

Article 26 Guarantee

26.1

The Contract Party guarantees the absence of any visible or invisible defect in the goods for a minimum period of 18 months after delivery or, if longer, the longest of the following periods: 12 months after taking the goods into use or the period of the factory guarantee.

26.2

SNL is entitled to exercise the rights that it can derive from a breach of contract as soon as he takes the view that the products do not meet the provisions of the Contract, irrespective of the time at which the defect is established or could reasonably have been established, provided that this time is within the guarantee period. SNL cannot exercise the aforementioned right if the Contract Party demonstrates that the products meet the provisions of the Contract.

SECTION C. Supplementary Procurement Conditions for (sub) contracting of work

Article 27 Effect

These supplementary conditions are applicable to all Contracts under which the Contract Party acts in respect of SNL as a contractor or subcontractor, hereinafter to be referred to as "the Subcontractor". The Subcontractor is defined as the party that undertakes, outside of an employment contract, to perform a work of a material nature in full or in part (hereinafter referred to as: "the Work") for an agreed price, whether or not on a hourly rate basis, and irrespective of who bears responsibility for the work.

Article 28 Applicability of the conditions of the client of SNL

The conditions that are applicable between SNL and its client (hereinafter referred to as "the Principal Contract") shall be applicable mutatis mutandis to the Contracts between SNL and the Subcontractor insofar as it is not apparent from (the context of) those conditions or from the order (confirmation) that a certain condition is exclusively in force between SNL and its client.

Article 29 UAVTI

The *Uniforme Administratieve Voorwaarden voor de uitvoering van Technische Installatiewerken* ["Uniform Administrative Conditions for the Execution of Technical Installation Works"] 1992 (UAVTI) are applicable mutatis mutandis insofar as nothing is explicitly stated to the contrary in the Contract (including these General Purchase Conditions).

Article 30 Order of precedence

Notwithstanding the provisions of article 2, in the event of conflicts arising between the provisions in documents that form an integral part of the Contract, the following order of precedence shall be applied:

1. the order or order confirmation issued by SNL;
2. the Principal Contract
3. these General Purchase Conditions
4. the Uniform Administrative Conditions for the Execution of Technical Installation Works 1992 (UAVTI).

This arrangement shall take precedence over the order of precedence arrangement given in § 2 of the UAVTI.

Article 31 Subcontractor's obligations

31.1

Notwithstanding the other obligations pursuant to these General Purchase Conditions in respect of the Subcontractor, the Subcontractor declares and guarantees to SNL:

- a. that it will carry out the Work properly, soundly and expertly, making use of sound materials, suitable for the purpose for which it is intended and in keeping with the provisions of the Contract;
- b. that it will comply exclusively with the orders and instructions given by SNL;
- c. that it will refrain from giving price estimates or quotations to the (end) client of SNL for extensions to or alterations of the work accepted by SNL;
- d. he is aware of and shall comply with all conditions, regulations and stipulations that are necessary to the correct execution of the Work, including the laws, regulations, governmental instructions and

special conditions of the (end) client of SNL;

e. that before commencing earth works it will familiarise itself with the location of cables, pipes and pipelines and in that context will contact the appropriate bodies in good time and shall also put in place all measures that can prevent damage being caused to cables, pipes and pipelines;

f. to keep to the procedure as specified in paragraph 2 of this article.

In the event of non-compliance with the provisions of subsections b. and c. above, the Subcontractor shall forfeit to SNL an immediately payable fine of € 10,000 for each violation, without prejudice to the right of SNL to claim damages for the losses that it has actually suffered and will suffer in the future.

31.2

The procedure:

a. The Subcontractor shall inspect the building site, compare it with the contract documents and carefully study those documents, inspect the temporary facilities at the sites and ascertain the conditions under which the work is to be carried out.

b. The Subcontractor shall correctly use and maintain the materials that are issued to him, and shall be liable for the damages and costs should he fail to do so.

c. The Subcontractor shall draw up work reports and, if required by SNL, that shall be done in accordance with a model to be issued by SNL. He shall present weekly completed and signed work reports to SNL for approval.

d. SNL can make a written request to its (end) client and/or his authorised representative to give his orders and instructions directly to the Subcontractor. In that case, the Subcontractor shall be obliged to comply with the orders and instructions given by the (end) client of SNL or his authorised representative, provided that the Subcontractor has received a copy of SNL's request to that effect.

e. The Subcontractor is not authorised to make use of the employees (temporary workers) that are made available to him other than with the written permission of SNL.

f. If the Subcontractor engages another subcontractor to carry out the Work in full or in part, he shall be obliged to stipulate that these General Purchase Conditions are applicable mutatis mutandis to the contract that he enters into with a subcontractor.

Article 32 – Amendments

32.1

SNL is at all times authorised to make amendments to the technical specifications of the Work if SNL judges that to be necessary to clarify the specification of the Work. Notification of such amendments, additions and/or omissions shall be given in written form. They shall be deemed to form an integral part of the Contract and shall not be considered additional work unless the Subcontract makes a written objection to them within 5 working days of their receipt.

32.2

If, in the opinion of the Subcontractor, the content of the contractual documents insufficiently specify the execution of the Work, the Subcontractor shall be obliged to apply to SNL for further instructions in good time, before commencement of the relevant part of the work.

32.3

The Subcontractor shall comply with the provisions of the contractual documents and their tenor and shall immediately inform SNL in writing of any errors found in them and shall not use them for its own benefit and/or to the detriment of the Work. Deviations from the Contract, other than if immediate action is required in keeping with the principle of good workmanship and the obligation to limit liability, shall not be permitted without the written permission of SNL.

32.4

SNL shall be authorised to increase or reduce the scope of the Work. The Subcontractor shall comply with orders for additional or reduced work (contractual variations). SNL shall be only liable for the payment of additional work if written instructions for that work have been given.

Article 33 Payment of additional work

SNL shall not pay the Subcontractor for additional work until SNL has received payment for that additional work from the client of SNL.

Article 34 Coordination, losses due to delays

The Subcontractor shall be required to coordinate its activities with other contractors that are involved in the Work. The Subcontractor shall exclusively be entitled to claim compensation for damages as a result of waiting times or (other) loss of efficiency or postponement of completion or deliveries if and insofar as SNL is compensated for that loss by its client or is granted postponement of completion or delivery.

Article 35 Dissolution

SNL can dissolve the Contract that has been entered into in the event of the Principal Contract being terminated or suspended.

Article 36 – (Auxiliary) materials, equipment, tools, industrial clothing

The Subcontractor shall provide at his own expense all (auxiliary) materials, equipment, tools and industrial clothing – including helmets, safety goggles and ear protectors – that are needed for the implementation of the Contract. If the Subcontractor uses (auxiliary) materials, equipment, tools or industrial clothing of SNL, he shall be obliged to return them in the same condition as in which he received them. The Subcontractor shall be liable for all damage caused in any manner to these goods during the time that they have been made available by SNL. The Subcontractor shall arrange at his own expense the transportation of personnel, goods and work equipment to the location of the Work.

Article 37 Storage, waste, environment

The Subcontractor may not store more materials at the site of the Work than are necessary for the immediate implementation of the Contract. The goods stored by the Subcontractor and/or third-parties at the Work site are at the Subcontractor's risk. The Subcontractor shall clear away all waste, surplus materials and substances on a daily basis. If it has been agreed that SNL will provide waste collection containers, the Subcontractor shall deposit the waste and surplus materials and substances in the designated collection containers.

Article 38 Communication

Direct communication between the Subcontractor and the (end) client of SNL concerning SNL's activities for that (end) client or comparable activities shall only be permitted with the prior approval of SNL.

Article 39 Insurance

Subcontractors carrying out a Work must undertake to take out companies' and professions' liability insurance, including product liability, which sufficiently covers the risks related to the Work. That policy must have a minimum insured capital of € 2,500,000 per occurrence. On SNL's request the Subcontractor shall submit to SNL a copy of that insurance policy before commencing the work. If SNL regards the insured

amount or the guarantees of the policy to be insufficient, then the Subcontractor shall immediately adjust the policy at his own expense in keeping with the directions of SNL.

Article 40 Guarantee following completion

40.1 General

The Subcontractor guarantees that on completion the Work shall fully meet and continue to meet the provisions of the Contract and that it is and will remain fully suitable for the intended usage. All constituents comprising the Work shall feature the correct dimensions and capacities and be manufactured using the best materials. All defects that occur during the guarantee period shall be rectified by the Subcontractor at his own expense and upon the first request of SNL.

40.2 Guarantee period

The guarantee period begins on the day on which the Work is completed and transferred and ends 18 months after the entire project of which the Work forms part has been accepted and put into operation by SNL or the client of SNL. Parts of the Work that are altered, repaired or replaced pursuant to a guarantee obligation of the Subcontractor shall be accepted separately by SNL. The guarantee period for those parts shall be at least 18 months from the date of the acceptance in question.

Article 41 Hidden defects

The Subcontractor shall be liable for defects in the Work that come to light following expiry of the guarantee period if the Work does not possess the properties that (the client of) SNL is entitled to expect by virtue of the Contract, for a period of at least five years following expiry of the guarantee period.

Article 42 Service

The Subcontractor guarantees that for a minimum period of ten years following the end of the guarantee period he will if required carry out maintenance work and repairs and supply parts at reasonable prices.

Article 43 Term of limitation

Contrary to the provisions of article 7:761, paragraph 1 of the Netherlands Civil Code, the term of limitation concerning a defect in the completed work shall be five years following SNL's claim.

SECTION D.

Supplementary Procurement conditions for hiring personnel

Article 44 General

These supplementary conditions are applicable to all contracts in which the Contract Party (hereinafter to be referred to as "the personnel supplier") provides personnel (hereinafter also to be referred to as the "the hired worker") to SNL to carry out work under the supervision or management of SNL, whilst maintaining the employment relationship between the supplied employee and his employer.

Article 45 Own personnel / subcontracting of personnel

The Personnel Supplier shall supply SNL exclusively with its own personnel. There must be an employment relationship between these employees and the Personnel Supplier. Without the written permission of SNL the Personnel Supplier is not permitted to hire personnel from third-parties or to subcontract those employees to SNL.

Article 46 Documents

The Personnel Supplier shall submit the following documents to SNL upon SNL's first request and when submitting his invoice at the latest:

- a copy of an extract from the Trade Register of the Chamber of Commerce, not older than 1 year
- a declaration, not older than three months, issued by the tax department and by the industrial insurance board, attesting to his payment record as regards the payment of national insurance premiums, income tax and social insurance premiums, for the employees that he has supplied
- a copy of a fully legally-valid Guarantee account agreement
- a copy of the policy for the company's liability.

On SNL's request, the Personnel Supplier shall provide on a random-check basis the pay slips and the expenses statements of the employees he has supplied in order to verify the correct cost calculations with due observance of the law and regulations pertaining to personal data protection.

Article 47 – Personal data of Hired Workers

The Personnel Supplier is obliged to provide a statement of the following personal data before supplying hired workers: the name, initials, address, place of residence, date of birth, place of birth, date of joining the Personnel Supplier's company, national insurance (Dutch 'soff') number and nationality. The Personnel Supplier must also submit to SNL all of the following documents relating to the hired workers being supplied:

- a recent curriculum vitae showing that the person concerned is qualified to carry out the work in question
- a copy of diplomas obtained, education and training courses followed and medical examinations
- a copy of valid, legally-recognised, proof of identity
- a copy of the passport if the person concerned does not have Dutch nationality
- if the Hired Worker originates from a country that is not a member of the European Union, a copy of a residence permit stipulating that the foreign worker concerned is permitted to work in the manner provided for by law.

Article 48 Hired Worker's obligations

The Personnel Supplier guarantees that the Hired Workers:

- shall at all times be able to identify themselves on the basis of a valid, legally-recognised, proof of identity
- are willing and able to carry out the stipulated work
- give timely notice of the holiday they intend to take, and that this is decided in consultation with SNL
- report to the representative of SNL at the agreed time and place
- have sufficient tools that are in a good state of repair upon arrival at the Work
- are present at the Work on time
- keep to the working hours set by SNL
- have sound mastery of the instruction language (Dutch, English or German) to the satisfaction of SNL; and
- possess all (other) skills that are needed for the competent, safe and efficient implementation of the work they have been instructed to do.

Article 49 Training fees

The fees for training courses for Hired Workers that SNL considers necessary shall be for the account of the Personnel Supplier. If SNL initially accepts the costs of these training

courses, the costs shall be reimbursed by the Personnel Supplier without delay.

Article 50 – Absenteeism, early departure

50.1
In the event of a Hired Worker not being able to carry out the stipulated work, the Personnel Supplier shall ensure that the representative of SNL is informed of that in good time before commencement of the work. The Personnel Supplier shall then arrange a replacement Hired Worker within four hours upon the first request of SNL.

50.2
In the event of the Hired Worker giving notice during the first five working days, SNL shall not be liable for payment of the first 16 hours worked by that Hired Worker.

Article 51 – Overtime

Overtime shall only be permitted on the explicit instructions of SNL. In the absence of any agreement to the contrary, the following rates shall apply to overtime:

a. If a Hired Worker is required to work more than 8 hours a day, the following overtime payment shall be charged over extra hours (percentage over the hourly rate):

Monday to Friday, over the first two hours:	15%
Monday to Friday, over the subsequent hours:	30%
Saturdays:	30 %
Sundays and public holidays:	60 %

b. If, following consultation with and the approval of SNL, work is to be carried out outside of the usual hours (shifted hours), a 'shifted working hours payment' of 14% will be added to the normal hourly rate.

Article 52 Confidentiality

The Personnel Supplier guarantees that the Hired Worker, if required by SNL, shall sign a confidentiality agreement to be presented by SNL. The Personnel Supplier and SNL undertake to treat all details and information confidentially and to protect their secrecy in respect of third-parties. That duty of confidentiality extends also to the details about SNL's organisation, business operations and developments, which come to the attention of the Personnel Supplier or his Hired Workers by virtue of this Contract.

Article 53. Liability

The Personnel Supplier shall be fully liable for injuries and/or material damage sustained by the Hired Worker and shall indemnify and hold harmless SNL against all claims in that regard, of the Hired Worker or of third-parties, other than in cases of wilful misconduct or gross negligence on the part of SNL.

Article 54 Communication

Direct communication between the Personnel Supplier and the client of SNL concerning SNL's activities for that client or comparable activities shall only be permitted with the prior approval of SNL.

Article 55 Rules of conduct The Personnel Supplier guarantees that the Hired Worker he has provided shall at all times comply with the rules of conduct operated by SNL and its client. Hired workers must at least observe the following rules of conduct:

- a. behave in a polite-well mannered way
- b. refrain from consuming and/or having in their possession alcoholic beverages and/or narcotic substances at the Work and/or in vehicles for the Work and from being under the influence of said substances at the Work and/or during commuter travel
- c. to present themselves in a clean and tidy manner
- d. to refrain from wearing offence attire or badges
- e. to wear industrial clothing/overalls in the house colours of SNL without markings other than the word and/or trademark of SNL
- f. to refrain from using sound carriers in an obtrusive manner
- g. to adhere to the company rules of the (end) client of SNL.

Article 56 Equipment

56.1
All hired workers shall be in possession of hand tools and approved electrical equipment. The costs of those tools are included in the standard hourly rate. In the event of an inspection revealing that the Hired Worker of the Personnel Supplier has defective and/or unsafe tools in his possession, then the Personnel Supplier shall replace them without delay.

56.2
The Personnel Supplier shall ensure that all Hired Workers working for SNL shall be issued with personal protection equipment that is in a good state of repair. That must at least comprise: sound industrial clothing, safety helmet, industrial gloves, safety footwear, safety goggles and ear protection.

56.3
The costs of replacing or repairing goods issued by SNL to Hired Workers as a result of their being lost or being inexpertly used shall be for the Personnel Supplier's account.

56.4
Upon completion of the work, any drawings that have been issued to Hired Workers shall be returned to SNL.

56.5
The goods provided by SNL may only be used when the work is being carried out by the Hired Workers. The Personnel Supplier shall notify the personnel it has provided of this obligation and guarantee that the Hired Workers shall actually comply with these obligations. In the event of non-compliance being established, the Personnel Supplier shall forfeit to SNL an immediately payable fine of EUR 500 for each violation.

Article 57 Non-compliance in respect of conduct or quality

57.1
SNL reserves the right to verify whether or not the Hired Worker is fully competent for the work to be carried out. The hours needed for that purpose shall be for SNL's account, at the usual rate, if and insofar as the competence of the Hired Worker is demonstrated to the satisfaction of SNL.

57.2
If a Hired Worker does not meet the job profile of SNL, that person can be denied further access to the Work within one day of commencing his work, without SNL being liable for the payment of any compensation to the Personnel Supplier and/or the Hired Worker.

57.3
If, during the period of the Contract, a Hired Worker provided by the Personnel Supplier fails to comply with or meet the set requirements or is guilty of serious misconduct, SNL shall be entitled to immediately expel the Hired Worker, without SNL being obliged to pay any compensation in that regard for the costs that will be and have already been incurred

by the Personnel Supplier in that regard, and without prejudice to SNL's other rights. SNL shall inform the Personnel Supplier of this within a reasonable period of time.

Article 58 – Termination

58.1
The Contract shall terminate with immediate effect if the SNL project is terminated or suspended at the location or as early as is determined under mutual consultation. The representative of the Personnel Supplier shall be informed of this in advance and in good time.

58.2
SNL reserves the right to terminate the Contract (in full or in part) in the event of unforeseen circumstances, observing the following notice periods:

- a. for a commitment of up to three months: one day
- a. for a commitment of more than three months: four days
- c. in the case of force majeure or an attributable breach on the part of the Personnel Supplier: with immediate effect.

SECTION E. Supplementary Purchase Conditions for rental

Article 59 Insurance

All properties rented by SNL shall be comprehensively insured by the lessor at his own expense in favour of the lessee and third-parties on the part of the lessee. Insofar as the rented properties are motor vehicles, they must also be comprehensively insured against statutory liability. The maximum deductible for SNL is € 1000 for each occurrence.