

## **GENERAL PURCHASING AND (SUB)CONTRACTING CONDITIONS**

General Purchasing and (sub)contracting conditions for Mogema bv. in 't Harde, filed at the CoC in Zwolle (NL) on 19-01-2015 under number 08020502.

In the event of a difference in interpretation between the text of this document drafted in the Dutch language and the translation (into English) thereof, attached for information purposes only, the text in the Dutch language shall prevail.

### **GENERAL**

#### **Article 1: Definitions**

In these conditions, the following definitions are used:

Commissioning party	: Mogema bv.
Contracted party:	: The other party to the contract that supplies goods and/or services to the Commissioning party.
Parties	: Mogema bv. and the Contracted party.
Goods	: The corporeal objects to be supplied.
The work	: The performing of activities.

#### **Article 2: Applicability**

- 2.1 Articles 1 through 22 of these conditions are applicable to all of the offers made to the Commissioning party and to all of the orders placed by the Commissioning party and contracts concluded with the Commissioning party related to the supply of goods and to any and all resultant contracts.
- 2.2 If offers, orders or contracts are related to the (sub)contracting of work and/or to the performing of services, then Articles 23 through 27 also apply.
- 2.3 Any deviations from these general purchasing and (sub)contracting conditions only apply if these are confirmed in writing by the Commissioning party to the Contracted

party. The general conditions of the Contracted party are hereby specifically excluded.

- 2.4 In the event of a conflict between the content of the contract concluded between the Commissioning party and the Contracted party and these general conditions, the stipulations from the contract apply.
- 2.5 If one of the conditions of these general terms is partly or totally annulled by a legal court the condition is deemed to be converted into a condition that will be in accordance with the original condition as much as possible including the part of the original condition or its tendency that is not subject to the annulment. All other conditions of these general terms and / or the contract will remain in force.

#### **Article 3: Offers**

- 3.1 All offers are considered to be binding, unless the Contracted party indicates in writing that an offer without obligation is being made.
- 3.2 Any costs related to making offers or quotations, including the costs related to providing advice, making drawings, etc., made by or on behalf of the Contracted party, will not be reimbursed by the Commissioning party.

#### **Article 4: Orders and order confirmation**

- 4.1 The Commissioning party reserves the right to retract an order that it has made or placed, if the Contracted party has not confirmed it by means of an order confirmation within 5 working days of receipt of the order.
- 4.2 If the order confirmation differs from the originally placed order, the Commissioning party is only bound to the order after it has agreed in writing to the difference. The acceptance of the Commissioning party of deliveries or activities performed as well as any related payments it makes do not imply acceptance of the differences.

- 4.3 The Commissioning party is at all times entitled, in consultation with the Contracted party, to change the scope and/ or properties of the goods to be supplied. Changes will be agreed in writing.
- 4.4 If a change in the opinion of the Contracted party has consequences for the agreed fixed price and/ or time of delivery, the Contracted party must inform the Commissioning party in writing of the fact as soon as possible, but at the latest within five working days of the notification of the desired changes. If these consequences for the price/ delivery time in the view of the Commissioning party are unreasonable, the Parties will enter into discussion about them. Changes and/ or additional work will not be made/ executed by the Contracted party unless it receives a written request to do so from the Commissioning party.
- 4.5 The Contracted party can only transfer an obligation arising from the contract to a third party after receiving prior written permission to do so from the Commissioning party. Reasonable conditions can be linked to this permission.
- 4.6 Any permission from the commissioning party as mentioned does not discharge the contracting party from her obligations of the contract.

#### **Article 5: Delivery time and penalties**

- 5.1 The agreed delivery time and/or execution period are final. The Contracted party is in default by operation of law if the delivery time and/or the execution period is exceeded. As soon as the Contracted party knows or should know that the contract will not be executed, not be executed on time or not be executed properly, it must immediately notify the Commissioning party of the fact. In the event the agreed delivery term is exceeded without prior acceptance by the Commissioning party, the commissioning party will be entitled to annul the order partly or in total without any notice of default or judicial intervention.

5.2 Partial deliveries are prohibited unless prior written acceptance by the Commissioning party is administered..

5.3 The Contracted party is liable for any damage suffered by the Commissioning party resulting from the delivery time and/or execution period as intended in Article 5.1 being exceeded.

#### **Article 6: Packaging and shipping**

6.1 The Contracted party will pack the goods to be delivered as economically, safely and carefully as possible in such a way that the shipment will be able to be handled during transport and unloading. The Contracted party will ensure that the shipment will reach the destination address in good condition.

6.2 The packaging, the transport, the storage and the handling of the delivery must meet the applicable legislation and regulations in the area of safety, the environment and working conditions. If Material Safety Data Sheets exist for the delivery or the packaging, the Contracted party should always supply them immediately with the delivery.

6.3 The Contracted party will label the shipment with the order reference number of the Commissioning party, the number of packages, as well as the correct details of the delivery address. A packing list will be attached to the outside of the package stating the content of the shipment showing the Commissioning party's article/ reference numbers. The Commissioning party can refuse a delivery that does not meet these requirements.

6.4 The Commissioning party is always entitled to return the (transport) packaging materials to the Contracted party at the expense of the Contracted party.

#### **Article 7: Prices and invoicing**

7.1 The prices stated in the offer are based on delivery to the agreed location and at the agreed time in accordance with the Incoterm DDP (Delivered Duty Paid) applicable at the

time of delivery. All prices are fixed, excluding VAT, including sound packaging.

7.2 All prices will be noted in Euro. Currency differences will not be cleared.

7.3 Price rises are and will remain at the expense of the Contracted party also after the contract has been concluded. This is irrespective of the period that has passed between the date the contract was concluded and its execution.

7.4 Invoices must be submitted specifying the order number, in accordance with the order, and itemised per position, specifying the position number(s). Duplicates of invoices must be marked as such.

7.5 The invoice will be paid within **60 days** of receipt of the invoice and approval of the goods and any installation by the Commissioning party. The Commissioning party is entitled to postpone payment until all of the details specified under Article 7.3 are provided or if shortcomings are detected in the goods and the possible installation.

7.6 Payment by the Commissioning party in no way whatsoever means the relinquishment of any right to make a claim on the execution of the order.

#### **Article 8: Quality and condition of the delivery.**

8.1 The Contracted party guarantees that the delivery:

- Is of good quality at the time of delivery of the goods and is free of defects, and when activities are performed that they are performed by professional personnel using new materials;
- Is entirely in accordance with that stated in the contract, the specifications and the reasonable expectations of the Commissioning party with respect to the properties, quality and reliability of the delivery;

- Is suitable for the purpose for which the delivery is intended, in view of the nature of the goods or as is evident from the order;
- Meets the legal requirements prevailing in the Netherlands and other applicable (international) government regulations;
- Complies with the regular norms and standards that apply in the trade or industry concerned;
- In accordance with the statutory European directives will comply with the CE marking respectively the EC Declaration of Conformity for machines/ safety components or "Manufacturer's Declaration"; the Contracted party will supply the declaration of CE Conformity.

8.2 If the contract refers to technical, safety, quality, environmental or other regulations and documents that are not added to the contract, the Contracted party is deemed to know these, unless it immediately informs the Commissioning party in writing to the contrary. If that is the case, the Commissioning party will provide the Contracted party with additional information with respect to these directives and documents.

8.3 The Contracted party will actively ensure that its products, packaging, raw materials and additives will put the least possible burden on the environment. Activities that can have a negative impact on the environment due, for instance, to emissions to air, water or soil must be expressly reported in advance.

8.4 The Contracted party must arrange at its own expense the timely acquisition of the permissions, permits or licences that are required for the execution of the contract and for compliance with the conditions that it sets.

8.5 The Contracted party will deliver Any available product and / or packaging / safety instructions with the shipment of goods.

**Article 9: Transfer of risk**

- 9.1 The Contracted party bears the risk for the delivery until it has arrived at the agreed delivery location and has been accepted in writing by the Commissioning party by a person authorised to do so stating the person's name. The delivery becomes the property of the Commissioning party at the moment of delivery.
- 9.2 In the event of rejection by the Commissioning party risk and title will remain with the Contracted party from the date of the formal rejection announcement from the Commissioning party to the Contracted party..
- 9.3 Models, dies, moulds, templates, gauges, drawings and the like that the Contracted party purchases or fabricates to be able to make the delivery will, at the moment these articles are delivered to the Contracted party or are fabricated by the Contracted party, be considered to be made available by the Commissioning party to the Contracted party. If the Commissioning party makes or is considered to have made articles available to the Contracted party to allow the delivery to be made, these articles remain or will become the property of the Commissioning party and the Contracted party is obliged to keep these articles, clearly marked as being the property of the Commissioning party, and to make available a declaration of ownership to the Commissioning party on request.
- 9.4 Articles that arise through the joining together, mixing together or in any other way, will become the property of the Commissioning party at the moment they are created. The Contracted party will be considered to have formed the articles for the Commissioning party and will keep these articles as the property of the Commissioning party and if required make a declaration of ownership available to the Commissioning party on request.
- 9.5 The Commissioning party has the right to postpone the deliveries. In this case, the Contracted party shall separately

store, preserve, secure and insure these soundly packed and recognisably marked goods.

**Article 10: Inspection of goods/work**

- 10.1 The Commissioning party, its principal and the management of the work, have at all times the right to inspect (or have inspected) the ordered or delivered goods and/or work (being executed), by staff appointed to do so.
- 10.2 Immediately on request, the Contracted party shall provide access to the Commissioning party or its representative and the Contracted party will provide the facilities to do so that can be reasonably expected. The Contracted party can derive no rights in advance from the results of an inspection.
- 10.3 The Commissioning party has the right, but is not entitled, prior to acceptance, to inspect the delivery on its delivery to the agreed location. If the delivery is rejected, the Commissioning party will inform the Contracted party of the fact and the Commissioning party can elect either to request rectification or to terminate or cancel the contract. Whatever action is chosen, it does not impair the right of the Commissioning party to compensation.
- 10.4 All costs related to inspection and reinspection are at the expense of the Contracted party, apart from the costs of the inspectors appointed by the Commissioning party.

**Article 11: Rejection**

- 11.1 If the goods or work delivered by the Contracted party do not comply with the requirements as specified in the order and/or specification, the Commissioning party has the right to reject them. Accepting the goods or paying for the goods or the work does not imply that they/it is accepted. Irrespective of any approval, the goods and the work remain at the Contracted party's risk and expense.

- 11.2 If the Commissioning party rejects the delivered goods and/or the work, the Contracted party is obliged within a period to be determined by the Commissioning party:
- to ensure rectification free of charge or, to be determined by the Commissioning party;
  - to ensure replacement of the goods free of charge and/or to carry out the work (or have it carried out) in accordance with the contract.
- 11.3 If the Contracted party does not, or not within the set time, or not to the satisfaction of the Commissioning party comply with the obligations mentioned in Article 11.2, the Commissioning party is entitled to carry out or have carried out by a third party the work as mentioned in Article 11.2 at the expense of the Contracted party. The Commissioning party has the right to settle the costs made with the payments due to the Contracted party.
- 11.4 Without prejudice to the content of this Article the Commissioning party will remain entitled to claim damages and / cancel the contract partly or in Total.
- 11.5 The Commissioning party will not be liable for any damages incurred to the Contracted party due rejection.

**Article 12: Intellectual property rights**

- 12.1 'Intellectual properties rights' are understood to include copyrights, database rights, model rights, trademark rights, patent rights, or the right to obtain these Intellectual property rights by request, application, registration or any other way.
- 12.2 Intellectual property rights of the work are all Intellectual property rights that apply to the work, the goods and the devices, including drawings, models, templates, moulds and tools, realised by or for the execution of the contract between the Contracted party and the Commissioning party.

12.3 All Intellectual property rights that arise as a result of the execution of the delivery by the Contracted party, its personnel or third parties that the Contracted party has involved in the execution of the contract, are rights to which the Commissioning party is entitled.

12.4 The Contracted party waives the personality rights as mentioned in Article 25, paragraph 1 under a. of the Dutch Copyright Act. For as far as changes in the work, the goods or its name are concerned, the Contracted party also waives the personality rights as mentioned in Article 25, paragraph 1 under b and c of the Dutch Copyright Act. The Contracted party is not entitled to rely on the authority conferred in Article 25 paragraph 4 of the Dutch Copyright Act.

12.5 The Contracted party guarantees that the goods that it delivers to the Commissioning party, the activities to be carried out and the Intellectual property rights to the work do not infringe third party rights, including Intellectual property rights, and it will indemnify the Commissioning party against all claims in this respect. The Contracted party will reimburse all damage to the Commissioning party resulting from such an infringement.

**Article 13: Confidentiality**

13.1 A  
 All models, design details, drawings and other documents, etc. made available by the Commissioning party to the Contracted party, as well as the know-how that the Contracted party acquires through the Commissioning party are confidential and will not be used by the Contracted party for any purpose other than to comply with the obligations that arise from the contract with the Commissioning party.

13.2 T  
 The details mentioned in Article 13.1 will not be published by the Contracted party, or copied, unless written permission is given to do so by the Commissioning party. If the Contracted party must make confidential information available to its employees for the execution of the contract, the Contracted

party is obliged to ensure that its employees agree with the confidentiality obligation of this contract, before they are given access to the information made available by the Commissioning party.

13.3 If  
 the Contracted party must make the details intended in Article 13.1 of this contract known to (a) third party/ies for the execution of this contract, it is also required to impose the confidentiality obligation intended in this Article on the third party/ies.

**Article 14: Non-compete clause**

14.1  
 Without the prior written permission of the Commissioning party, the Contracted party will refrain from directly or through the intervention of (a) third party/ies making offers to the client of the Commissioning party related to the work.

**Article 15: Devices**

15.1 All devices, such as drawings, models, templates, moulds and tools that are made available by the Commissioning party for the execution of a contract to the Contracted party or that the Contracted party has specially made or has had made within the context of the contract with the Commissioning party, remain or will under all circumstances become the property of the Commissioning party, irrespective of whether they are paid for or not.

15.2 All devices and any copies made of them must be made available or be returned to the Commissioning party immediately on request.

15.3 As long as the Contracted party holds the devices, the Contracted party must indelibly mark them in a way that shows that they are the property of the Commissioning party. The Contracted party will point out the property rights of the Commissioning party regarding these devices to third parties that wish to make a claim on them.

15.4 Without prejudice to that stated in Article 13 of these conditions, the Contracted party will use the devices intended in this Article solely for executing the deliveries and activities for the Commissioning party and will not show them to third parties, unless the Commissioning party has given express written permission to do so. The Contracted party bears the risk of loss or damage and is obliged to insure this risk at its own expense.

**Article 16: Liability**

16.1 The Contracted party is liable for all direct and indirect damage, resulting from a shortcoming or wrongful act of the Contracted party, its subordinates or its auxiliary staff, as the result of the Contracted party culpably not, not in a timely way or not adequately fulfilling the contract or of infringing any other contractual or non-contractual obligation. This is also understood to mean any damage resulting from the presence and/or use of articles that the Contracted party has involved in the execution of the contract.

16.2 The Contracted party will fully indemnify the Commissioning party against all possible claims of third parties to pay the damages as intended under 16.1.

**Article 17: Insurance**

17.1 The Contracted party shall at its own expense, with respect to its legal liability and/or contract with the Commissioning party, take out and maintain sufficient insurance and will furthermore take out and maintain sufficient insurance for all risks associated with its business operations that can be insured under normal conditions. The Contracted party will immediately on the request of the Commissioning party hand over (a certified) copy of the policies and proof of payment of the insurance premium/s.

17.2 The Contracted party beforehand assigns to the Commissioning party all benefits on insurance tokens related to damages for which the Contracted party is liable to the Commissioning party.

**Article 18: Guarantee**

- 18.1 The Contacted party guarantees that the goods delivered and performed activities comply with the agreement. They must possess the properties, which could be expected under the agreement, in particular the properties necessary for normal use and which the Commissioning party need not to doubt the presence, as well as properties needed for a particular use, that is provided in the agreement
- 18.2 The Contracted party guarantees that the goods and the possible installation thereof comply with that agreed.
- 18.3 The Contracted party guarantees that the goods are complete and ready to use. It will ensure that among other things all parts, auxiliary materials, accessories, tools, spare parts, user instructions and instruction manuals that are necessary to realise the objective as indicated by the Commissioning party are supplied with the delivery, also if they have not been expressly specified.
- 18.4 The Contracted party guarantees that the delivery complies with all relevant legal stipulations concerning aspects including quality, environment, safety and health.
- 18.5 The Contracted party guarantees for a period of at least 24 months after taking into use, unless agreed otherwise, that the delivered goods and the work are of good quality, are free of construction, material and fabrication faults and that they comply with the contract.
- 18.6 The Contracted party will immediately rectify any defects that the goods and/or the work display during the period of guarantee in consultation with the Commissioning party or, to be decided by the Commissioning party, replace the defect goods or rectify (part of) the work.
- 18.7 All costs associated with rectifying the defect, replacing the goods and/or rectifying the work are at the expense of the Contracted party. This also includes the costs

for putting into use the goods and/or the work after they have/ it has been rectified or replaced. If the goods and/or the work are associated with a larger object, the costs for putting into use that larger object will also be for the account of the Contracted party.

- 18.8 If the Contracted party remains in default with respect to the guarantee commitment included in this article, the Commissioning party has the right to carry out the guarantee activities or have them carried out by a third party at the risk and expense of the Contracted party. The Commissioning party has the right to deduct the costs made from the payments due to the Contracted party.

**Article 19: Payment**

- 19.1 Payments will be made as far as possible within the agreed payment term, unless the Commissioning party after receiving the goods - including the associated documents - makes a claim regarding the quantity and/or quality of the delivery.
- 19.2 In the event of advance payment or payment in instalments, the Commissioning party has the right to expect from the Contracted party that, in the opinion of the Commissioning party, it provides sufficient guarantees of compliance. If the Contracted party does not comply with this within the set term, it is immediately in default. The Commissioning party is then entitled to terminate the contract and to recoup the damage from the Contracted party.
- 19.3 The Commissioning party is at all times entitled to settle payments with payments that the parties claim from each other.
- 19.4 With respect to the wage tax and social security contributions associated with the work that the Contracted party must pay and for which the Commissioning party is liable as a result of the vicarious tax liability, the

Commissioning party reserves the right to pay the due amount by depositing it in the G-account of the Contracted party or in the blocked account that the receiver maintains for the Contracted party.

- 19.5 Without prejudice to the provisions in the previous paragraph, the Commissioning party is entitled at all times to deduct the sums for wage tax and social security contributions from the (sub)contracting price and to pay them directly to the receiver on behalf of the Contracted party.
- 19.6 Invoices which, in the opinion of the Commissioning party contain insufficient data for handling, such as order numbers, etc. to process will be returned.

**Article 20: Termination**

- 20.1 Without prejudice to the further rights of the Commissioning party, the Commissioning party is entitled to completely or partially terminate the contract without further notice of default by making a written statement if:
- The Contracted party defaults with respect to compliance with one or more obligations arising from the contract;
  - The Contracted party is declared bankrupt, has applied for suspension of payment, has stopped or wound up its company, a considerable part of its assets have been seized or if it transfers the company to (a) third party/ies;
  - Rejection occurs after inspection or reinspection.
- 20.2 If the contract is terminated, the Contracted party will bear the risk of already delivered goods. The goods will then be available to the Contracted party that must pick them up. The Contracted party will immediately refund what has already been paid by the Commissioning party with respect to the terminated contract.
- 20.3 The Contracted party unconditionally and irrevocably renounces any appeal to force majeure.

**Article 21: Applicable law and choice of forum**

- 21.1 The Dutch law applies.
- 21.2 The Vienna Sales Convention (C.I.S.G.) does not apply, nor any other international scheme for which exclusion is permitted.
- 21.3 Only the Dutch civil court that has jurisdiction in the place of business of the Commissioning party will be informed of the defaults, unless this is in conflict with mandatory law. The Commissioning party is allowed to deviate from this rule on jurisdiction and employ the statutory rules of jurisdiction.
- 21.4 Without prejudice to other rights to the Commissioning party, all Legal costs of the Commissioning party actually incurred (including the amount that is owed to her lawyer) as well as extrajudicial costs, plus interest of 1% per month belong to the Contracted party.

**Article 22: Nonassignment clause/ prohibition to pledge**

- 22.1 The Contracted party is not allowed to assign, to pledge or to transfer ownership under whatever other title, the receivables resulting from the contract with the Commissioning party without permission of the Commissioning party.

**(SUB)CONTRACTING/ SERVICES**

**Article 23: Obligations of the Contracted party**

23.1 The Contracted party should:

- a. Have available valid proof of registration at the Employee Insurance Agency (Uitvoeringsinstituut Werknemersverzekeringen - UWV) concerned, for as far as the Agency issues these. The Contracted party should on request show this proof of registration to the Commissioning party;
- b. If requested, provide a recent (no older than three months) Chamber of Commerce extract to the Commissioning party;
- c. Submit to the Commissioning party a list of all employees to be employed on the work as well as from every employee once (before he/she starts the activities) a copy of a valid proof of identity and if requested wage slips;
- d. Hand over to the Commissioning party a man-day register that states per Contracted party employee the name, address, post code, town/city, citizen service number, date of birth and number of hours worked per date;
- e. Strictly fulfil all obligations to the employees who are employed by the Contracted party;
- f. Promptly comply with all legal stipulations related to paying social security contributions as well as wage taxes, that are related to the work that it is granted, and strictly adhere to the applicable Collective Labour Agreement;
- g. Automatically issue a periodic statement concerning the payment of wage taxes and contributions as intended within the context of the instruction(s) specified with respect to vicarious tax liability;
- h. On request, draw up weekly reports in accordance with a model as approved by the Commissioning party and submit these filled in and signed weekly reports for approval to the Commissioning party.
- i. If vicarious tax liability applies, arrange the records such that the following documents or details can immediately or almost immediately be retrieved:

- j. The contract or its content based on which the Contracted party has executed the work delivered to the Commissioning party;
- k. The details related to compliance with this contract including a record of the people who have been employed and the days/hours during which these people have carried out activities;
- l. The payments that have been made related to the contract mentioned;
- j. Make available to the Commissioning party on request all information required for its records and/or that of its principal;
- k. If vicarious tax liability applies, have available the original G-account contract and show this on the request of the Commissioning party, unless the parties have agreed that the Commissioning party based on Article 19.4 will deposit directly in the blocked account that the receiver maintains.

23.2 In the event that the Contracted party has not (yet) fulfilled its obligations from paragraph 1, the Commissioning party will only be obliged to pay after he has received the missing details and has processed these in its records and/or the Contracted party has fulfilled any other obligations.

**Article 24: Organisation of the work**

- 24.1 The Contracted party is obliged to only comply with the orders and instructions given by the Commissioning party.
- 24.2 Any regulations with regard to Health and safety and environmental aspects need to be followed. A copy of these regulations will be made available to the Contracted party at first request.
- 24.3 The Commissioning party has the authority to deny access to the work to employees from the Contracted party or to have them removed, for instance because of unsuitability, disruptive behaviour, misbehaviour, etc.

without paying the costs of any resultant damage that the Contracted party suffers.

- 24.4 The working and resting times at the work and the generally or locally recognised (by government or by virtue of the Collective Labour Agreement) and prescribed rest days, holidays, vacation days or other free days, also apply to the Contracted party and its employees who carry out activities at the work. Any resulting damages for the Contracted party cannot be claimed from the Commissioning party. The latter also applies if, due to strikes or other reasons at the Commissioning party or at third parties, the services of the Contracted party cannot be used.
- 24.5 Unless agreed otherwise, the Contracted party must ensure from the start of the activities up to and including its completion, the presence of a permanent foreman at the work, with whom both organisational and technical agreements can be made. This person's name must be known to the people or bodies appointed by the Commissioning party.
- 24.6 The Contracted party must provide its employees with the correct personal protective equipment and supervise the correct use of this equipment. All resulting costs are at the expense of the Contracted party.
- 24.7 All required insurance as well as the excess risk of a CAR policy concluded for the work are at the expense of the Contracted party.
- 24.8 The Contracted party is responsible for arranging sufficient staffing to ensure that the activities are executed in line with the plan specified by the Commissioning party in such a way that other activities do not come to a halt. If the Commissioning party changes the plan/progress, the Contracted party is obliged to adapt to the new situation. Changes in staffing are only allowed after permission has been obtained from the Commissioning party.

24.9 As prescribed by the Dutch Civil Liability Insurance (Motor Vehicles) Act (WAM), the Contracted party is obliged to ensure that the equipment introduced by it that falls under the WAM is insured. With respect to equipment that falls under the WAM that is hired by the Contracted party, the Contracted party must ascertain that it meets the obligations related to insurance mentioned above. In addition, the Contracted party must also have concluded effective insurance for the risk of work-related damage that could be caused by the equipment that it introduces that falls under the WAM.

24.10 With respect to cables, pipes and other above- and below-ground third party property, the Contracted party is at all times obliged to identify their position. The Contracted party must immediately inform the Commissioning party of any damage.

24.11 Required equipment including scaffolding, tower wagons, hoisting equipment and small-scale equipment including manual tools, measuring equipment, rolling scaffolding, ladders, steps, etc, will be provided by the Contracted party and are included in the total price.

24.12 If activities must be carried out to or on already completed parts of the work, including finished walls, tiling, paintwork, etc., the Contracted party must take measures to prevent damage and/or dirt. Damage and/or dirt found after or during the work will be deemed to be caused by the Contracted party.

24.13 After termination of the activities, the Contracted party will sweep up and leave the work clean.

**Article 25: Invoicing**

25.1 Without prejudice to that set out in Article 23.2, the Commissioning party will only approve an invoice for payment when the work or the part to which the payment instalment refers, has been satisfactorily completed by the

Contracted party and moreover, if the invoice meets the prevailing formal requirements as set out in Article 25.2.

- 25.2 The invoice must comply with the statutory requirements as set out in the Dutch Turnover Tax Act. In any case, the Contracted party must clearly state the following details:
- a. The invoice date;
  - b. A serial number, with one or more series, that unambiguously identifies the invoice;
  - c. The name and address of the Commissioning party;
  - d. The name and address of the Contracted party;
  - e. The contract number;
  - f. The work and the location(s) where it has been executed to which the invoice relates;
  - g. The period and the activities to which the invoice relates;
  - h. The number of man-hours worked, the scope of the wage costs and (separately) the percentage wage tax of the wage, if vicarious liability applies;
  - i. A specification of whether or not the VAT reverse charge mechanism applies and in the latter case the amount of VAT;
  - j. The VAT identification number of the contractor that has provided the delivery or service;
  - k. The VAT identification number of the Commissioning party if the VAT payment is reverse-charged to the Commissioning party;
  - l. The invoiced amounts, itemised for every tariff and then subdivided in a unit price and any applied deductions.

**Article 26: Acts and regulations**

26.1 The Contracted party must adhere to all prevailing legislation and regulations, instructions, conditions and stipulations, as well as to all instructions and conditions that apply to the activities by virtue of the contract concluded between the Commissioning party and its client.

26.2 The Contracted party will at its own expense arrange any required permits and safety measures to be taken in

relationship to the delivery to be made and the work it has contractually accepted.

**Article 27: Execution by third parties**

27.1 Without the prior written permission of the Commissioning party, the Contracted party is not allowed to transfer or subcontract the contract or any part thereof, or the execution of the contract to a third party.

27.2 If the Contracted party grants the work or a part thereof to a third party, it must immediately draw up a written contract of the fact. The conditions of this contract must correspond to the contract concluded between the Commissioning party and the Contracted party for the activities, in which the Contracted party and the third party mutatis mutandis take the (legal) position of the Commissioning party and Contracted party respectively.

27.3 Transfer/subcontracting does not affect the obligations that the Contracted party has by virtue of the contract towards the Commissioning party.

27.4 Without prejudice to the provisions set out in Articles 27.1, 27.2 and 27.3, the Contracted party is only authorised to use the labour force made available to him after written permission has been obtained in advance from the Commissioning party. In the event of subcontracting the work or hiring in labour as intended above, the Contracted party is obliged to comply with the administrative regulations from the Dutch Implementing Regulations for the Liability of Recipients, Subcontractors and Clients 2004.