

GENERAL TERMS AND CONDITIONS OF PURCHASE AND (SUB)CONTRACTING

Date: 23 October 2023

General

1 Definitions

- 1.1. **"Client"**, LouwersHanique B.V., a limited liability company, established at Energieweg 3A, 5527 AH Hapert, the Netherlands, and registered in the Commercial Register of the Dutch Chamber of Commerce under number 17051316 0000.
- 1.2. **"Contractor"**: the natural person or legal entity with whom the Client concludes an agreement.
- 1.3. **"Principal"**: the Client's customer.
- 1.4. **"(the) Work"**: providing services and/or contracting work.

2 Applicability

- 2.1. Articles 1 to 25 of these terms and conditions apply to all offers made to the Client and all agreements entered into with the Client, and to any agreement resulting from it, such insofar as the Client is either purchaser or client. If such offers or agreements relate to (sub)contracting of the work or the provision of services, Articles 26 to 34 of these terms and conditions apply as well.
- 2.2. Any derogation from these general terms and conditions of purchase and (sub)contracting will only be valid if confirmed by the Client to the Contractor in writing.
- 2.3. In case of a conflict between the content of the agreement entered into by the Client and the Contractor and these general terms and conditions, the provisions of the agreement shall prevail.

3 Costs of offers

- 3.1. Any costs in connection with making any offer or quote, including the costs of advice, drawings and the like incurred by or on behalf of the Contractor, will not be compensated by the Client and will be for the account and risk of the Contractor.

4 Requirement of investigation and information

- 4.1. The Contractor guarantees that in order to determine the intended use of the performance provided by the Client, it has sufficiently informed itself of:
 - (a) the objectives in relation to which the Client concluded the Agreement;
 - (b) the organisation of the Client, if relevant for the agreement;
 - (c) the feasibility of the service within the framework indicated by the Client.
- 4.2. The Client has provided the Contractor with sufficient information. It will provide the Contractor with additional information upon request insofar as this should reasonably be deemed relevant for the performance of the agreement. In the event of any ambiguity, the Contractor will inquire with the Client in good time.

5 Time of delivery and penalty

- 5.1. The time of delivery or period of implementation will be binding. If the time of delivery or period of implementation is exceeded, the Contractor will be in default without any further notice of default being required. As soon as the Contractor knows or should know that the performance of the agreement will not take place at all, not in a timely manner or not properly, it will immediately notify the Client thereof.
- 5.2. The Contractor will be liable for any damage the Client may suffer if the time of delivery and/or the implementation period as referred to in Article 5.1 of these terms and conditions is exceeded.
- 5.3. For every day the time of delivery or implementation period is delayed, the Contractor will forfeit to the Client an immediately payable penalty of 10% of the order value per day, with a maximum of 100% of the order value. This penalty can be claimed in addition to damages pursuant to the law.

6 Prices and payment

- 6.1. The prices given in the offer are based on delivery as referred to in Article 7.2 of these terms and conditions.
- 6.2. All prices are denominated in euros, exclusive of VAT and inclusive proper packaging. The prices that apply at the time of the offer or quote of the Contractor will be binding and not be revised.
- 6.3. An increase of the factors determining cost prices that has occurred after the agreement was concluded, will remain for the Contractor's account, irrespective of the period that has passed between the conclusion of the agreement and its performance.
- 6.4. The Client shall be required to pay the invoice within 30 days of the date the invoice is received, unless agreed otherwise in writing.
- 6.5. In case of advance payment or payment in instalments, the Client will have the right to require the Contractor to submit sufficient security for the performance, such to the Client's opinion. If the Contractor does not meet this requirement within the set period it shall immediately be in default. The Client will then have the right to terminate the agreement and recover its damage from the Contractor.

7 Delivery and transfer of risk

- 7.1. The Contractor shall perform the delivery in one single time, unless agreed otherwise in writing. The Parties will visually check the delivery for the quantity and any damage visible from the outside. If any damage is identified, the Client does not have to accept the items. However, without prejudice to the Contractor's obligation of a timely delivery.
- 7.2. The delivery will take place at the moment the Contractor has unloaded the item at the Client's premises and made available to it. Until that moment, the Contractor shall bear the risk of the item for storage, loading, transport and unloading. The Contractor is held to take out insurance against these risks.
- 7.3. The Client and the Contractor may agree that the Client ensures the transport, in which case the risk of, *inter alia*, storage, loading, transport and unloading will also be with the Contractor. The Contractor can take out insurance against these risks.

- 7.4. If the items are collected by or on behalf of the Client, the Contractor shall assist with the loading without charging any fee for it.
- 7.5. The Client will provide the Contractor with a proof of receipt for the items it has accepted, which proof will, however, not affect the Client's rights under the agreement.

8 Inspection and approval

- 8.1. The Client will have the right to inspect and/or examine the items ordered or delivered, and/or the Work (in progress) at any time. In that case the Contractor will provide the facilities reasonably required for it. The inspection or examination will take place during the Contractor's normal office hours, and the Client will comply with the (security) rules that apply at the site.
- 8.2. The costs of the inspection and/or examination under Article 8.1 of these terms and conditions will be borne by the Contractor if the Client rejects these items/the work. Inspection or approval will not release the Contractor of any warranty or liability resulting from or in connection with these terms and conditions, the agreement or the law.

9 Acceptance

- 9.1. If the items or the Work delivered by the Contractor do/does not meet the agreement, the Client has the rights to reject these. Reception or payment for the items or the Work shall not imply their acceptance. Any payment prior to acceptance will always be done under the condition precedent of acceptance.
- 9.2. The Client will inform the Contractor whether it accepts the performance within 30 days of the delivery, unless the Client informs it that this period can be extended as well as the reason for this. In the event of acceptance despite one or more defects, the Client shall inform the Contractor thereof and the Contractor shall repair or replace such defects as soon as possible. In the absence of any notice, the performance shall be deemed accepted 60 days of delivery.
- 9.3. If the Client rejects the items and/or the Work delivered, the Contractor shall be required, within a period to be determined by the Client and at its discretion, to:
 - (a) ensure repair of the items at no cost;
 - (b) ensure replacement of the items at no cost; or
 - (c) still carry out the Work, or have it carried out, in accordance with the agreement (reperformance) by the Contractor.
- 9.4. If the Contractor does not meet its obligation as referred to in Article 9.3 of these terms and conditions within the set period or not to satisfaction of the Client, the Client shall have the right to carry out the work itself or have it carried out by a third party, the costs of which will be borne by the Contractor. The Client may also opt to claim repayment of the amounts it has already paid for (the part of) the items or the Work that does/do not meet the agreement.

10 Intellectual property rights

- 10.1. **"Intellectual property rights"**: copyrights, database rights, model rights, trademark rights, patents and topographies, including the right to acquire the intellectual property rights by application, deposit, registration or otherwise.
- 10.2. **"Intellectual property rights on the Work"**: all intellectual property rights that apply to the Work, the performance to be delivered, to the items and aids, such as drawings, models,

moulds, dies and tools created with or for the performance of the agreement between the Contractor and the Client.

- 10.3. All intellectual property rights on the Work will belong to the Client, who will be considered to be the maker, designer or inventor, respectively, of the Works created in the context of the agreement. The Client shall have the exclusive right to apply a patent, mark of model with regard to the Work. If the performance (also) consists of intellectual property rights that already exist, the Contractor shall transfer these rights, if possible, now and for then to the Client and will immediately perform any additional activity required for the transfer, on the Client's first request.
- 10.4. In case of a difference of opinion between the parties about intellectual property rights on the Work it shall be assumed that these rights are vested in the Client unless evidence to the contrary is provided.
- 10.5. For (the transfer of) the intellectual property rights on the Work, the fee shall be discounted in the price for the Work.
- 10.6. The Contractor shall, also on behalf of its staff, waive the personality rights as referred to in Article 25, paragraph 1 under a of the Copyright law. If this relates to changes in the Work, the items or their designation, the Contractor shall moreover waive the personality rights as referred in Article 25, first paragraph under b and c of the Copyright law. The Contractor shall not rely upon the authority granted under Article 25, fourth paragraph of the Copyright law. The Contractor guarantees to be authorized to perform such waiver also on behalf of its staff. If no waiver is possible, the Contractor shall not rely upon its personality rights without consulting with the Client.
- 10.7. The Contractor guarantees that the items to be delivered by it to the Client, the work to be performed and the intellectual property rights on the Work, shall not infringe on the rights of third parties, including intellectual property rights, and indemnify the Client against any liability, costs, expenses, damage and loss resulting therefrom. The Contractor shall compensate the Client for any damage resulting from infringement, including the (full) costs of defence.

11 Source code and user licence for computer software

- 11.1. If the performance to be delivered by the Contractor (also) consists of the delivery of computer software especially developed for the Client, the Contractor shall transfer the source code to the Client. Article 10.3 of these terms and conditions shall apply to the transfer, *mutatis mutandis*.
- 11.2. If the performance to be delivered by the Contractor consists of the delivery of computer software not especially developed for the Client, the Client shall acquire a non-exclusive, worldwide and perpetual user licence on that part of the computer software that is required for the normal use and adequate functioning of the item or the Work. If a part of the computer software has been especially developed for the Client, Articles 10.1 and 11.1 of these terms and conditions shall fully apply to such part. The Client will be authorized to transfer the licence or issue a sub-licence. If the Client would sell the item to a third party, the licence shall automatically be transferred to the acquirer of the item.
- 11.3. For the acquisition of the source code or user licence, any fee that is owed for it will be discounted in the price.

12 Confidentiality and non-solicitation clause

- 12.1. Any information (such as models, design details, images, drawings, know-how and other

documents, etc.) of whatever nature and in whatever form, which are provided to the Contractor in the name of the Client, will be confidential and may not be disclosed, reproduced or used otherwise by the Contractor for any other purpose than the performance of the agreement.

- 12.2. No confidentiality shall apply to information available in the public domain or which must be provided to a third party under a Court ruling.
- 12.3. The Contractor will in no way, either directly or indirectly, provide any quote or offer to the Principal that relates to the item or work that is the subject of the agreement between the Client and the Contractor.

13 Penalty

- 13.1. In case of any violation of the provisions of Article 12 of these terms and conditions, the Contractor will owe an immediately payable penalty of €25,000 per violation. This penalty can be claimed in addition to damages pursuant to the law.

14 Aids

- 14.1. All aids, such as drawings, models, moulds, dies and tools, the Clients makes available to the Contractor for the performance of an agreement, or which the Contractor has made or commissioned especially in the context of the agreement with the Client, will in any circumstance remain or become the property of the Client, whether or not they have been paid for. Article 10.3 of these terms and conditions will, *mutatis mutandis*, apply to the transfer of intellectual property rights on aids created especially for the Client.
- 14.2. Any aids and all copies thereof shall either be made available to the Client on first request or returned to the Client.
- 14.3. As long as the Contractor holds the aids, it shall provide these with a non-erasable mark indicating that these are the property of the Client. With regard to any third party wanting to claim these aids, the Contractor will point to the title of the Client.
- 14.4. Without prejudice to the provisions of Article 12 of these terms and conditions, the Contractor shall only use the aids as referred to in this Article for carrying out the deliveries and work for the Client and not show these to third parties, unless the Client has expressly given its written permission for it. The Contractor shall bear the risk of loss, missing, destruction or damage of aids and is held to insure this risk for its own account.

15 Liability

- 15.1. The Client will not be liable for any damage resulting from or in connection with the agreement, with the exception of any damage resulting from intent or deliberate recklessness.
- 15.2. Without prejudice to the provisions of Article 15.1 of these terms and conditions, the full liability of the parties resulting from or in connection with the agreement will at any time be limited to a maximum of (i) the amount paid under the relevant insurance (increased by the deductible excess), or (ii) the net amount the Client has paid to the Contractor in connection with the agreement during the 12 months prior to the event that caused the damage. The Contractor shall indemnify the Client against any third party claim for any damage, including penalties that occurred by the act, omissions or shortcomings in connection with the agreement or wrongful act by the Contractor.
- 15.3. Any claim for damages against the Client shall be barred after expiry of a period of 12 months

after the claim was made unless the Contractor has lodged a legal claim for damages before expiry of this period.

16 Insurance

- 16.1. The Contractor shall be held to take out adequate insurance covering any damage the Client would suffer because of a shortcoming or wrongful act on the part of the Contractor, or any third party engaged by it. The Contractor shall provide an insurance certificate and proof of payment of the insurance premium on the Client's first request.

17 Termination of the agreement

- 17.1. The Client shall always be authorized to terminate the agreement with immediate effect. In the event of termination of the agreement before contracting any work, termination will take place against payment of a compensation equal to the cost actually made by the Contractor and a reasonable profit margin. The burden of proof for the costs incurred and a reasonable profit margin will be with the Contractor. The Contractor will report the costs incurred and reasonable profit margin in writing, within one year after termination of the agreement by the Client subject to the lapse of the right of compensation.

18 Warranty

- 18.1. The Contractor shall warrant the proper execution of the agreed performance for a period of 24 months after commissioning.
- 18.2. In the event that the items delivered or the Work that is completed would not be commissioned within 6 months of delivery, the warrant shall apply for a period of 30 months of delivery/ completion.
- 18.3. If the agreed performance was not properly executed, the Contractor shall still immediately properly execute the performance, while the Client may choose whether to repair or replace, without prejudice to any right the Client may have under the law.
- 18.4. The Contractor shall bear all costs related to the repair of the defect or replacement of the items and/or the Work, i.e. including the costs of the commissioning of the items and/or the Work after said repair or replacement. If the items and/or the Work belong to a larger object, the costs of the commissioning of such larger object shall also be borne by the Contractor.
- 18.5. If the Contractor fails to meet its warranty obligation, the Client shall have the right to carry out the warranty work itself or to have it carried out by third parties, at the expense of the Contractor.

19 No settlement and suspension by the Contractor

- 19.1. The Contractor's right to settle any claim it has on the Client or to suspend the performance of any of its obligations shall be excluded, unless in case of suspension of payment or bankruptcy of the Client, or if the statutory debt rescheduling applies to the Client.

20 Transfer of ownership in advance

- 20.1. On the Client's first request, the Contractor shall be required to transfer in advance to the Client the ownership of the items or the materials, parts and/or construction parts the items will be assembled or constructed from. The Contractor shall immediately carry out any deed required for this transfer.

21 Ban on the right of retention

- 21.1. The Contractor will be prohibited at any time, to exercise a right of retention on any of the Client's items it holds for whatever reason.
- 21.2. In the event of violation of the provisions of Article 21.1 of these terms and conditions, the Contractor will owe an immediately payable penalty of €250 per day, with a maximum of €25,000. This penalty can be claimed in addition to damages pursuant to the law.

22 Settlement and suspension by the Client

- 22.1. The Client shall be authorized to settle any debts is has to the Contractor with:
 - (a) claims of the Contractor against the Client;
 - (b) claims of any affiliate of the Client against the Contractor;
 - (c) claims against any affiliate of the Contractor.
- 22.2. The Client shall furthermore be authorized to settle its claims against the Contractor with any debt to the Contractor by any of the Client's affiliates.
- 22.3. Affiliates as referred to in this Article means the business belonging to the same group in the meaning of Section 2:24b of the Dutch Civil Code, and which are a participation in the meaning of Section 2:24c of the Dutch Civil Code.
- 22.4. If the Contractor would not meet any of its obligations, the Client can suspend its payment obligations until the Contractor has met its obligations.

23 Transfer and pledge

- 23.1. The Contractor cannot transfer the rights or obligations under the agreement to a third party. The Client can transfer the rights or obligations under the agreement to a third party at any time. The Contractor hereby grants its prior approval to the Client for such transfer or pledge. This article shall have effect under property law.

24 Effects of expiry or termination of the agreement

- 24.1. The following Articles of these terms and conditions will remain in force after expiry, termination or dissolution of the agreement: Article 10, Article 11, Article 12, Article 13, Article 14, Article 15, Article 17, Article 18, Article 21, Article 22, Article 24, Article 25, Article 27, Article 30, Article 31 and Article 33.

25 Applicable law and competent court

- 25.1. These terms and conditions, the agreement and appendices are governed by Dutch law.
- 25.2. The UN Convention on contracts for the international sale of goods (C.I.S.G.) does not apply, nor any other international regulation the exclusion of which is permitted.
- 25.3. The District Court of Oost-Brabant is competent to take note of any dispute, either contractual or non-contractual, resulting from or in connection with these terms and conditions, the agreement and appendices. The Client can deviate from this jurisdiction rule and apply the statutory jurisdiction rules.

(Sub)contracting of work/services

26 Ban on further subcontracting and hiring of personnel

- 26.1. The Contractor cannot outsource the work, or any part thereof, to a third party, or hire personnel for the execution of (parts of) it, without the Client's prior written permission.
- 26.2. If the Client would give permission for outsourcing or hiring, the provisions of Articles 27, 28 and 29 of these terms and conditions shall apply in any case. In addition, the Contractor shall be required to impose the provisions of these Articles on its contract party and also to stipulate that the latter includes the obligations in an unabridged form in any agreement it would enter into for the execution of (parts of) the work.

27 Chain liability in case of subcontracting

- 27.1. If the chain liability for payroll tax, social insurance contributions, contribution under the Healthcare Insurance Act, employee insurance premiums, penalties (including any interest) (**payroll taxes**) apply in the event of subcontracting, the Contractor shall be required to have an escrow account and to provide the Client with a copy of the original escrow account agreement on its first request.
- 27.2. The Client shall always be entitled to pay the agreed part of an invoice amount to the Contractor by deposit in its escrow account. If no part has priorly been agreed, the Client itself will decide which part of the invoice amount it will deposit in the escrow account. Every deposit in the escrow account by the Client will apply as an active payment vis-a-vis the Contractor.
- 27.3. Every three months, the Contractor shall be required to provide the Contractor with a new, original certificate regarding the payment behaviour issued by the Tax Authorities.
- 27.4. The Subcontractor shall be required, before the start of the work, to provide the following written information of all employees to be deployed, either directly or indirectly:
 - (a) Name, address and place of residence;
 - (b) Date of birth;
 - (c) Citizen Service Number (BSN);
 - (d) Nationality;
 - (e) Type of identity document, number and validity;
- 27.5. If applicable: the presence of an A1 certificate, residence permit, work permit and online report with the Ministry of Employment and Social Affairs.
- 27.6. All workers to be deployed by the Contractor, i.e. any person who comes to work, shall prior to and during the work carry a valid identity document and, if applicable, residence documents, work permits and A1 certificate for any check done by the Client. The Client shall be authorized to deny access to the place where the work must be carried out to any worker who does not meet this requirement, or send the worker away from this place. The Contractor will be liable for any damage resulting from it.
- 27.7. The Contractor shall structure its administration such that the following documents or information can immediately, or almost immediately, be retrieved:

- (a) the agreement or the content thereof on the basis of which it has carried out the performance delivered to the Client;
- (b) the information regarding compliance with such agreement, including a registration
- (c) of the persons who have carried out work, and of the days and hours during which those persons have carried out work;
- (d) the payments made in connection with said agreement.

27.8. In case of bankruptcy of the Contractor, the Client will be entitled to suspend its payment obligations until the Client has received a statement from the Tax Authorities, showing whether, and up to what amount, it is held liable for any payroll tax and VAT that have remained by the Contractor. The Client can deduct the amount it must pay to the Tax Authorities from the amount, if any, it is still owing to the Contractor.

27.9. The Contractor shall be required, on the Client's first request, to provide any information the Client may consider required for its administration or that of its Principal.

28 Invoicing

28.1. The Contractor's invoices, including electronic invoices, if applicable, must meet the requirements under Article 35a and 35b of the 1968 Turnover Tax Act. In addition, the Contractor must clearly and in a transparent manner indicate in its invoices:

- (a) the date of issuance;
- (b) a sequence number, with one or more series by which the invoice can clearly be identified;
- (c) the name and address of the Client;
- (d) the name and address of the Contractor;
- (e) whether or not the reverse charge system with respect to turnover tax applies, and in the latter case, the amount of the turnover tax;
- (f) the Contractor's VAT identification number;
- (g) the Client's VAT identification number if the VAT payment has been moved to the Client;
- (h) the invoice amounts, with a break-down for every rate and then subdivided in unit prices and discounts applied, if any;
- (i) the number or reference, if present, of the agreement for which the Contractor has carried out the invoiced performances;
- (j) the period(s) during which the performance was carried out;
- (k) the designation or reference of the work the payment relates to;
- (l) if applicable: the number of the Contractor's escrow account;
- (m) the scope of the wage costs and (separately) the percentage of the payroll tax of the wage amount.

- 28.2. The Client shall enclose a specification of the hours worked with every invoice. With regard to the employees deployed, the specification must at least state the initial(s), surname and date of birth of these employees, and the days and hours they have performed work. The Contractor shall also submit a document showing that it is entitled to payment, e.g. a signed work order.
- 28.3. The Client will only pay invoices after the work or the part of the work an instalment payment relates to has been approved by it, and moreover, that the invoice meet the requirements from this Article.

29 Hiring of personnel by the Contractor

- 29.1. If the Contractor hires secondment personnel for the execution of the work, it is required to comply with the following provisions:
- (a) the Contractor shall deposit 25% of every invoice amount (incl. of VAT) in the escrow account of the intermediary. In case of a reverse VAT charge this is 20%;
 - (b) The Contractor shall state the invoice number and any other identification details of the invoice with every payment;
 - (c) the Contractor's administration must allow immediate insight in the hiring details, labour hours administration and payments;
 - (d) the citizen service numbers of the seconded employees must be known with the Contractor;
 - (e) the Contractor must be able to give proof of the identity of the seconded employees, and the presence of any residence and work permits.
- 29.2. The Contractor may only hire personnel from an intermediary that complies with the registration obligation under the Netherlands Posting of Workers by Intermediaries Act (Waadi), complies with NEN 4400-1 or NEN 4400-2, and is recorded in the register of the Dutch Stichting Normering Arbeid (SNA).
- 29.3. The Contractor is required to agree with the intermediary that the latter will state in its invoices:
- (a) the number or reference of the agreement the invoice applies to;
 - (b) the period(s) the invoice applies to;
 - (c) the description or reference of the work the invoice applies to.

30 Indemnification against payroll tax and VAT

- 30.1. The Contractor will indemnify the Client against any claim by the Tax Authorities or other government agency with regard to the execution of the work in connection with:
- (a) any payroll tax and VAT that has remained unpaid by the Client;
 - (b) any payroll tax and VAT that has remained unpaid by the Contractor;
 - (c) any payroll tax and VAT that has remained unpaid by the all the parties to whom (parts of) the work were/was outsourced;
 - (d) any payroll tax and VAT that has remained unpaid by the all the parties from whom

personnel was hired for (parts of) the work.

- 30.2. More in particular, the Contractor shall on the Client's first request, immediately compensate to it the following costs in its designated bank account number:
- (a) all attorney fees of the Client in connection with any legal remedies of the competent authorities charged to the Client, if such legal remedies are related to the provisions of Article 30.1 of these terms and conditions;
 - (b) any other costs in connection with the legal remedies described under a, including court registry duties and fees of experts;
 - (c) the costs of anything the Client may be sentenced to pay to the competent authorities in connection with the provisions of Article 30.1 of these terms and conditions and the judgement of which can be executed; and
 - (d) any other costs in connection with the provisions of Article 30.1 of these terms and conditions and are charged to the Client.
- 30.3. The Client shall be authorized to settle any amount owed to it by the Contractor under Articles 30.1 and 30.2 of these terms and conditions, with any amount it may owe to the Contractor for whatever reason.

31 Chain liability for pay (Law on the approach of scheme arrangements)

- 31.1. The Contractor shall be required:
- (a) in the execution of the work, to comply with the applicable laws and regulations, as well as any applicable collective labour agreement;
 - (b) to record any employment-related agreements for the execution of work in a comprehensible and accessible way;
 - (c) if required, allow any competent body access to these employment-related agreements, and cooperate with any review, audit, or salary validation;
 - (d) if required, allow the Client access to these employment-related agreements, if it deems such necessary in connection with the occurrence of or the handling of any salary claim with regard to any work performed for the execution of the work.
- 31.2. If the Contractor fails to meet the obligations under this Article, this will give the Client the right - after a notice of default - to terminate the agreement in full or in part.
- 31.3. The Contractor shall indemnify the Client for any claim by employees under Sections 7:616a and 7:616b of the Dutch Civil Code for not paying the salary it owes.
- 31.4. If the Contractor outsources (parts of) the work, it shall be required to impose the obligations mentioned in Article 31.1 of these terms and conditions on the party to whom (parts of) the work are/is outsourced, and to stipulate that the third party that is engaged will include these obligations in an unabridged form in any agreement it enters into for the execution of (parts of) the work.

32 Organisation of the Work

- 32.1. The Contractor shall be required to follow the instructions given by the Client in good time and

in a responsible manner with regard to the execution of the Work.

- 32.2. The Contractor guarantees that it shall only deploy personnel having the skills and qualifications as agreed or required for the performance, taking into account the nature of the performance to be delivered and the way in which the Contractor has presented itself as an expert. The Contractor shall also guarantee that the personnel deployed by it meets the requirements that may reasonably be required from a similar service provider as a qualified peer acting reasonably.
- 32.3. Insofar as the work will be realised with the Client, the Client will ensure an adequate and safe workplace. The Contractor shall ensure that its personnel (i) will be made aware of the regulations that apply with the Client as to labour conditions and will immediately inform the Client if it becomes aware of any circumstances that (may) constitute a breach of such regulations, and (ii) comply with the security procedures and house rules indicated by the Client.
- 32.4. The Contractor will report the arrival of its personnel at a site of the Client with the Client's contact person in a timely manner, and ensure that its personnel can identify themselves on request of the Client, and can demonstrate that they are working for or on behalf of it.
- 32.5. The Client will be authorized to either deny the Contractor's workers access to the Work or to have them removed, for example because of unfitness, disturbance, misbehaviour, etc. without further compensation of any damage the Contractor suffers as a result.
- 32.6. The work and hours of rest at the Work and the general or local rest days at the site of the Work, such as (religious) holidays, vacation or other days off that are recognised by the government, or prescribed under the collective labour agreement will also apply to the Contractor and its workers performing any work at the Work. The Contractor will take note of it before signing the agreement. Any damage resulting thereof for the Contractor shall not be recovered from the Client. This also applies if no use can be made from the Contractor's services because of a strike or any other cause that qualify as force majeure on the part of the Client or third parties.
- 32.7. The Contractor shall ensure that a permanent foreman will be present at the Work with whom both organizational and technical agreement can be made, from the start of the work up to completion, unless agreed otherwise. His name must be known with the persons or bodies designated by the Client.
- 32.8. The Contractor shall provide his employees with the correct PPE and assure its proper use. Any costs as a result of this will be payable by the Contractor.
- 32.9. The Contractor shall ensure such staffing that the execution of the work will be fully adjusted to the planning made by the Client, and such that any other work will not stagnate. If the Client changes the planning/progress, the Contractor shall be held to adapt to it. Any change in the staffing will only be allowed upon the Client's approval.
- 32.10. If the Contractor is co-insured under a CAR policy of the Client or its Principal, and any damage caused by the Contractor would occur, the Contractor shall compensate the deductible excess, the damage not covered, as well as the costs to be incurred to the Client.
- 32.11. The Contractor shall be held to ensure that any equipment that can be considered a motor vehicle under the Motor Insurance Liability Act will be adequately insured. The work risk must also be co-insured. Moreover, the Contractor must also take out adequate insurance against the risk of damage caused by or in connection with the use of any other equipment the Contractor deployed.

- 32.12. With regard to cables, conduits and other third party property both below and above the ground, the Contractor shall be required to ensure their localisation at any time. The Contractor shall immediately inform the Client of any damage.
- 32.13. Any equipment that is required, such as scaffolds, elevating work platforms, hoisting tools and small equipment, including hand tools, measurement tools, mobile scaffolds, ladders and steps, etc., must be provided by the Contractor, and are included in the package price.
- 32.14. If any work must be done on or to parts of the work already finished, such as stuccoed walls, tiling, painting, etc., the Contractor must take protective measures to prevent any damage and/or pollution. Any damage and/or pollution that is established after the Work shall be considered to have been caused by the Contractor.
- 32.15. After finishing the work, the Contractor shall complete the Work broom clean and leave the construction site in a clean state.

33 Work permits

- 33.1. The Contractor is required to strictly comply with the provisions under the Aliens Employment Act (hereinafter referred to as “**Wav**”). The Contractor shall only allow persons to perform any activity at the Work who are in the possession of all documents and permits required, and more in particular but not limited to the work permits or combined permits for residence and work as required.
- 33.2. The Contractor shall indemnify the Client for any third party claim, including, e.g., penalties from the Inspectorate of Employment and Social Affairs, resulting from the Contractor's breach of the provisions of Article 33.1 of these terms and conditions.
- 33.3. If an administrative penalty has been imposed on the Client for its non-compliance with the obligations under the Aliens Employment Act because of an intentional act or gross negligence, the Client cannot recover this penalty from the Contractor, such in derogation from Article 33.2 of these terms and conditions.

34 Permits and security measures

- 34.1. The Contractor shall, for its own account, ensure the permits and security measures required in connection with the deliveries to be performed and the execution of the Work contracted by it.