

BREDENOORD GENERAL PURCHASE CONDITIONS

I. GENERAL PART

1. General provisions and applicability

1.1 These general purchase conditions will apply to all enquiries, offers, assignments, agreements and the ensuing obligations under which Bredenoord Exploitatie maatschappij B.V. and its affiliated companies, hereinafter to be referred to as "Bredenoord", purchases goods, work and/or services from a third party, hereinafter to be referred to as the "Supplier" or grants such Supplier another assignment, all in the broadest sense. Goods will be understood as objects and property rights.

1.2 Any derogations from these general purchase conditions will be valid only if expressly accepted in writing by Bredenoord.

1.3 The invalidity or nullification of all or part of any provision of these general purchase conditions will not affect the validity of the other provisions. Bredenoord and the Supplier agree to replace the invalid or nullifiable provision by a provision that they would have agreed if they been aware of the invalidity or nullifiability.

1.4 The applicability of any other conditions is expressly waived.

2. Quotations, assignments, and the formation, amendment and cancellation of agreements

2.1 Requests for quotations will not be binding on Bredenoord but will constitute an invitation to issue a quotation. By issuing a quotation the Supplier undertakes vis-à-vis Bredenoord to render the performance at a fixed total price, a fixed transfer price or a variant thereof within the term set for delivery. The quotation will remain valid for a minimum period of sixty calendar days. Bredenoord will not reimburse any costs to be incurred in the issue of a quotation.

2.2. In the event of incompleteness, manifest errors or inconsistencies in elements of the request for a quotation, the Supplier is to consult with Bredenoord before issuing the quotation. The Supplier is to notify Bredenoord of any manifest errors, incompleteness or inconsistencies in the assignment before commencing performance or delivery.

2.3 Bredenoord will not be under any obligation to grant the assignment to the lowest bidder. Furthermore, Bredenoord is not required to provide any information as to whether it will grant an assignment. Any and all information provided by Bredenoord to the Supplier is to be returned to Bredenoord on demand, free of charge, in the event that no agreement is formed.

2.4 An agreement will be formed only if Bredenoord accepts a quotation by issuing a written assignment.

2.5 As long as the Supplier has not commenced performance of the agreement, Bredenoord may at any time dissolve, or seek dissolution of, the agreement out of court. In such event Bredenoord will reimburse the reasonable costs incurred by the Supplier, as evidenced in writing. Any commencement of performance of the work by the Supplier without a written assignment from Bredenoord will be at the Supplier's expense and risk.

3. Performance

3.1 The performance to be rendered by the Supplier is to satisfy, in addition to the requirements pursuant to applicable law:

- a. the description and/or specifications provided by Bredenoord;
- b. Bredenoord's reasonable expectations in respect of, *inter alia*, the features, quality and/or reliability based on, *inter alia*, these conditions and the description in the quotation;
- c. the statutory and other requirements to be set from a health, safety, welfare and environmental perspective;
- d. the requirements and skills applicable to the relevant industry;
- e. the time schedule and/or performance schedule issued or - impliedly - approved by Bredenoord;
- f. the requirement that the materials and raw materials to be used satisfy the agreed quality, and that tools and equipment will be used in the performance that satisfy the highest standards;

- g. the requirement that the individuals to be engaged by the Supplier are qualified for their duties;
- h. the requirement that the performance will include all permit applications required for the performance of the agreement; and
- i. the requirement that any drawing and other preparatory work and/or development work to be carried out for the performance of the work is included.

3.2 The Supplier may not issue any - direct - offers or price quotations to Bredenoord's client. The foregoing will apply both to extensions and to changes to the work assigned by Bredenoord.

3.3 Delivery will be based on the agreed INCOTERMS®. If the INCOTERMS® have not expressly been agreed, delivery will be DDP to the location designated by Bredenoord. The Supplier will be under the obligation to notify Bredenoord punctually, adequately and in writing if the delivery period will be exceeded. Any partial deliveries will require Bredenoord's prior written consent. The Supplier will be under the obligation, if Bredenoord so requires, to provide a written planning of production or performance and/or to render its cooperation in progress monitoring. Delivery will be deemed completed only if the assignment has fully been delivered or completed - in accordance with the requirements set forth in the agreement - on the location designated by Bredenoord.

4. Delivery periods

4.1 The agreed delivery periods in respect of all or parts of the performances to be rendered by the Supplier will be binding, which means that the Supplier will be in default by the mere exceeding of such delivery periods, without any notice of default being required.

5. Contract variations

5.1 Bredenoord may reasonably require variations to the scope, the nature of the work to be performed, the services to be performed and/or the goods to be supplied. The Supplier will be under the obligation to notify Bredenoord punctually and in writing of any necessary variations or improvements. In addition, the Supplier undertakes to carry out any changes that Bredenoord may require in, e.g., drawings, models, instructions, specifications and work without any unnecessary delay.

5.2 If, in the Supplier's opinion, the changes referred to in paragraph 1 will affect the agreed fixed price, work and/or the delivery periods, the Supplier will, before implementation of the change, notify Bredenoord in writing as soon as possible but not later than eight calendar days after notification.

5.3 Any change to the nature and scope of the performance that may affect the agreed price and delivery periods for performance will not affect the other provisions of the agreement.

6. Price

6.1 The agreed price will be fixed and binding. Therefore, the price cannot be increased under any circumstances as a result of changes to exchange rates, purchase prices, freight rates, import or export duties, excise duties, levies, taxes, raw materials or semi-finished products, wages, and other performances due by the Supplier to any third parties.

6.2 Unless agreed otherwise the price will include:

- a. import duties, excise duties, levies and taxes (with the exception of turnover tax);
- b. administrative charges and other levies or costs incurred in permit applications;
- c. fees for the use of intellectual and industrial property rights;
- d. any costs relating to, or ensuing from, the rendering of the agreed performance;
- e. the costs of packing, transport, storage, insurance, premiums, installations and commissioning on site. The foregoing will also apply to the goods made available by Bredenoord;
- f. any other costs at the Supplier's expense as a result of the agreement or these general purchase conditions;
- g. anything that may be required for the proper performance of the agreement, taking into account the prevailing standards, regulations and high standards, even if not expressly stated in the agreement.

7. Invoicing and payment

7.1 Unless agreed otherwise, invoices are to be submitted to Bredenoord in duplicate. Invoices are to be accompanied by signed confirmation notes or settlement lists.

7.2 Unless agreed otherwise in writing, the Supplier will not invoice the amounts due by Bredenoord until the date of delivery of the goods or the date of acceptance of the performance by Bredenoord. In the event of complete and correct performance of the agreement, Bredenoord will pay the invoiced amount within sixty days of receipt of the invoice and approval of such invoice. Payment will not constitute acceptance and will not release the Supplier from any obligation vis-à-vis Bredenoord.

7.3 If the data - periodically - to be submitted by the Supplier to Bredenoord for the purpose of performance of the agreement and/or the agreed security for payment have not been received, or not been received in the correct form, Bredenoord may suspend payment of invoices. The foregoing will also apply if the records referred to in paragraph 1 are missing or are not signed.

7.4 Bredenoord may set off any amounts against any claims that Bredenoord may have against the Supplier.

7.5 Any invoices received by Bredenoord after six months have passed since delivery of the goods or the date of acceptance of the performance by Bredenoord will not be accepted. The Supplier's right to payment of such invoices will be prescribed by that period.

7.6 In the dated and numbered invoices the Supplier will in any event clearly and transparently state the statutory details as well as Bredenoord's contract number (purchase order number). If such details are missing any payment obligation on Bredenoord's part may be suspended.

7.7 If interest is due by Bredenoord to the Supplier, the interest due by Bredenoord will be simple and equal to the Euro Interbank Offered Rate (Euribor) increased by a surcharge of 50 basic points. This will be the one-month percentage as prevailing on the due date of the invoice. Interest will not be compounded.

7.8 In the event of late payment or non-payment of an invoice by Bredenoord, the Supplier will not be entitled to terminate or suspend its performance.

8. Duty to provide information, audit, approval and consent

8.1 The Supplier is to notify Bredenoord promptly and in writing of any circumstances that may affect or preclude performance of the agreement.

8.2 Bredenoord will have the right - but not the obligation - to monitor the way the agreement is performed. For such purpose Bredenoord may take all such measures as it may deem reasonable. For example, Bredenoord will have the right to require written monthly progress reports, to inspect the locations where all or part of the performance is rendered (either alone or accompanied by experts) and/or to audit, or cause third parties to audit, the Supplier's accounting records.

8.3. Any approval or consent granted by Bredenoord, as referred to in these conditions, will not release the Supplier from its obligations under the agreement.

9. Failure

9.1 Any failure in the performance of the Supplier's obligations will entitle Bredenoord to dissolve all or part of the agreement, without any notice of default or judicial intervention being required, by written notice to the Supplier, and/or to suspend its payment obligations and/or to assign performance of all or part of the agreement to third parties, without any liability arising on Bredenoord's part to pay damages, and without prejudice to any other rights that Bredenoord may have, including Bredenoord's right to claim full damages.

10. Warranty

10.1 Any defects in goods delivered, work performed and services rendered that have occurred before expiry of the warranty period are to be promptly corrected by the Supplier. Unless the Supplier demonstrates that the defects were caused by improper use, the goods in which the defect manifests itself are to be replaced or repaired at Bredenoord's option. Where work is concerned in which the defect has manifested itself, the work is to be re-performed in its entirety at the Supplier's expense. If all or part of the goods delivered or the result of the work performed have been lost or prove unfit for the purpose for which they are

intended within the statutory prescription period, this will, save evidence to the contrary, be deemed to be the result of a defect.

10.2 In the event that any defects are discovered, the goods, parts of goods, the results of work performed and/or services rendered in which the defect has manifested itself will remain at Bredenoord's disposal until the cause of the defect has been established. Any such items will be preserved and stored in a manner and location designated by Bredenoord. If they are lost before the cause of the defect can be established such loss will be at the expense and risk of the Supplier.

10.3 If the Supplier continues to be in default, Bredenoord will be entitled, in urgent cases or if the Supplier is unavailable, to carry out, or cause third parties to carry out, the replacement or correction at the Supplier's expense, without any demand notice being required. Urgency or unavailability will be at the sole and reasonable discretion of Bredenoord.

10.4 As soon as the replacement or correction has been completed and accepted by Bredenoord, a new warranty period will commence for such replacement or correction.

10.5 The warranty period will commence upon acceptance by Bredenoord of the goods delivered, the work performed and/or the services rendered. If any goods are intended for incorporation by Bredenoord in installations or systems, the warranty period will commence upon completion by Bredenoord of such installations or systems of which they form part.

10.6 Unless a different warranty period has expressly been agreed, the warranty period will be two years, or such longer period as the Supplier may stipulate pursuant to agreements with its subcontractors and suppliers. Bredenoord's claims on account of hidden defects will continue to apply even after expiry of the warranty period.

11. Suspension

11.1 Bredenoord may at all times suspend performance of all or part of the agreement and require that the Supplier interrupt performance of the agreement for a term to be determined by Bredenoord if, in Bredenoord's reasonable opinion, there is good reason to do so. If the occasion arises, Bredenoord will compensate any damage, consisting of the actual direct costs demonstrably incurred by the Supplier, to the extent reasonable. The foregoing will not apply if the suspension or interruption is attributable to the Supplier. Any further damages are excluded.

11.2 The Supplier will be under the obligation to mitigate any damage ensuing from such suspension or interruption to the extent possible by taking appropriate measures.

11.3 Any provisions to be made by the Supplier as a result of the suspension or interruption will be settled with it by way of contract variations. The foregoing will not apply if the suspension or interruption was caused by any failure on the part of the Supplier.

12. Termination of the agreement

12.1 Without prejudice to any other provisions on - early - termination, Bredenoord may immediately dissolve the agreement (without any further notice of default being required) in the following events:

- a. if the Supplier or the party that has provided a guarantee or security for performance of the Supplier's obligations, files for a provisional moratorium on payment of debts. The foregoing will also apply if the Supplier is declared bankrupt, enters into voluntary or involuntary liquidation, discontinues its business activities, adopts a resolution to discontinue and wind-up its business, or files for bankruptcy or a moratorium on payment of its debts;
- b. in the event of changes relating to the Supplier's shareholders, to the extent that, in Bredenoord's opinion, this will significantly increase risks (including risks relating to Bredenoord's reputation);
- c. in the event of attachment against the Supplier, or in the event of threatening attachment or other legal action in respect of the Supplier's assets.

12.2 In addition to the events specifically listed in the agreement, Bredenoord may dissolve the agreement early on reasonable grounds, against compensation of all performances already rendered by the Supplier and accepted by Bredenoord, increased by a reasonable compensation. Such compensation will be limited to 10% of the remaining agreed price, for damage suffered and costs incurred by the Supplier as a result of non-completion of the agreement. The foregoing will at all times be limited to the value of the assignment/contract

sum, increased or reduced, as applicable, by contract variations, if any. Bredenoord will give reasons for any such extrajudicial dissolution.

13. Intellectual and industrial property rights, rights in drawings, etc.

13.1 The Supplier warrants that the performance and normal use of the performance rendered in the broadest sense will not infringe any third-party patent, copyright, trademark or other absolute right. The Supplier will indemnify and hold Bredenoord completely harmless against any relevant claims and the costs of defence of such claims.

13.2 Any drawings, specifications, supplies, computations and other documents created or used by Bredenoord or the Supplier or other data carriers and software (including copies) will be, or become, the property of Bredenoord upon creation. For such purpose they will immediately be individualized and labelled with clear distinctive signs and/or provided to Bredenoord free of charge on demand. The Supplier warrants that no goods will infringe any third-party intellectual property rights. The Supplier will indemnify Bredenoord against any third-party claims based on (alleged) infringement of any such rights and will compensate Bredenoord for any damage suffered as a result.

13.3 If the transfer referred to in paragraph 2 is not (yet) possible under the law, the Supplier will grant Bredenoord a worldwide, exclusive and perpetual licence, with the right to grant sublicences, to any intellectual property rights in the goods created by the Supplier. The relevant licence fee will be included in the contract price. If so required, Bredenoord may enter, or cause third parties to enter, the licence in the relevant registers, in which the Supplier will render the necessary cooperation. If for purposes of the transfer of intellectual property rights as referred to in paragraph 2, or the grant of a licence as referred to in this paragraph, an instrument should be required or advisable, the Supplier will render its cooperation in any such instrument without reservation.

13.4 The Supplier will promptly notify Bredenoord if the Supplier knows, or should know, that third parties are infringing, or threatening to infringe, Bredenoord's intellectual property rights.

13.5 The Supplier will return all goods and documents referred to in paragraph 2 to Bredenoord on Bredenoord's demand, entirely free of charge, and sorted according to assignment, within two weeks of receipt of the demand.

14. Confidentiality

14.1 The Supplier will keep the existence and contents of the request for quotation, the quotation and/or the agreement secret and will treat such information as confidential, not disclose it, and use it for the performance of Bredenoord's assignment or assignments only. The foregoing will also apply to all knowhow, data, information, drawings, etc., to be provided to the Supplier in any form whatsoever or to be created by the Supplier for purposes of performance of the agreement. The Supplier will impose the same confidentiality obligation in writing on any third parties engaged by it in the performance of the agreement and cause any such third parties to sign the confidentiality undertakings submitted by Bredenoord. All information referred to in this article is to be returned to Bredenoord completely, free of charge, and immediately on demand.

14.2 The Supplier will not be permitted to give any form of publicity to the performance of the agreement without Bredenoord's prior written consent. The foregoing will also apply to knowhow, data, information, drawings, etc., in any form whatsoever. Nothing of the foregoing may be used or copied, or allowed to be used or copied, for any purpose other than the performance of Bredenoord's assignment or assignments, or to maintain direct or indirect contacts with Bredenoord's client or clients.

15. Waiver of rights

15.1 Any delay or failure to claim strict compliance with contractual or non-contractual obligations or to exercise any right will not preclude Bredenoord from still exercising its rights, unless Bredenoord has expressly waived its rights in writing.

16. Assignment, third parties

16.1 The Supplier may not assign, pledge or subcontract the agreement or any rights or obligations thereunder to third parties without Bredenoord's express prior written consent. Bredenoord will have the right to attach conditions to such consent.

16.2 In urgent cases Bredenoord may require the Supplier to subcontract performance of all or part of the agreement to third parties at its expense and risk. The foregoing will also apply if, after consultation with the Supplier it should reasonably be assumed that the Supplier will not, or will not be able to, perform its obligations under the agreement, or perform such obligations punctually or properly. The foregoing will not release the Supplier of its obligations under the agreement.

16.3 The Supplier will represent subcontractors and/or third parties engaged as if its own acts or omissions are concerned. The Supplier warrants that any subcontractors and third parties will comply with these general purchase conditions and all other regulations and provisions of the performance declared applicable by Bredenoord. The Supplier warrants that Bredenoord will be able to exercise its rights thereunder also vis-à-vis any such subcontractors and third parties.

17. Liability

17.1 Other than as stated in these general purchase conditions, Bredenoord will not be liable to compensate any direct or indirect damage, of any nature whatsoever, including trading loss, damage to movable and/or immovable property or to persons, both on the part of the Supplier and on the part of third parties. Bredenoord will in any event not be liable for any (consequential) damage.

17.2 The Supplier will be liable for, and will indemnify Bredenoord against, any claim for damages as a direct or indirect result of failure, or failure punctually or properly, to perform the agreement, or of violation of any other contractual or non-contractual obligation vis-à-vis Bredenoord or third parties.

17.3 For purposes of this article third parties will be deemed to include any employees of Bredenoord or third parties directly or indirectly engaged by Bredenoord or their employees.

18. Insurance

18.1 The Supplier will be under the obligation at its own expense to take out and maintain adequate insurance for its liability in the broadest sense vis-à-vis Bredenoord and third parties. This will include, without limitation, professional liability, product liability and third-party (strict) liability. The Supplier is to submit the relevant insurance policy for inspection at Bredenoord's request. Bredenoord will not be under any obligation to investigate in this respect.

18.2 Bredenoord may require that Bredenoord be stated in the insurance policy or policies as a co-insured, client and beneficiary, insurers simultaneously waiving the right of recourse, as well as that insurers will have the right to compensate Bredenoord and/or third parties to be designated by it directly. The Supplier will be under the obligation, at Bredenoord's request, to submit the insurance policy or policies and proof of payment of the insurance premiums.

19. Applicable law, competent court

19.1 These general purchase conditions will, just as the agreement or agreements entered into with the Supplier, be governed by the laws of the Netherlands. The applicability of the 1980 Vienna Sales Convention (CISG) is waived.

19.2 Any disputes (including disputes that are considered as such by only one of the parties) that may arise as a result of this [*sic.*] agreement or any resulting agreements between the parties will be decided by the competent court in the district under which the Municipality of Apeldoorn comes, or by arbitration in accordance with the Rules of *Stichting Raad van Arbitrage voor de Metaalnijverheid- en Handel* in The Hague, the Netherlands, at Bredenoord's option. In the event of a dispute that cannot be amicably resolved, Bredenoord will express its preference within four weeks of a request from the Supplier.

II. SPECIAL PROVISIONS REGARDING THE SUPPLY OF GOODS

In addition to the General Part (I), the supply of goods will also be governed by this Chapter (II).

20. Quality and description of the goods to be supplied

20.1 The goods to be supplied are:

- a. to be in conformity with the provisions of the agreement in terms of quantity, description and quality;
- b. in every respect to be in conformity and compliance with the specifications declared applicable;
- c. to be accompanied by the necessary instructions to Bredenoord or its staff to enable it independently to use the goods supplied;
- d. to be created from sound new materials in accordance with high standards;
- e. to be suitable for the purpose for which they are intended;
- f. to be created from parts and raw materials the origin of which is traceable;
- g. not to contain any asbestos or other carcinogenic substances, or otherwise be hazardous to health;
- h. to be accompanied by the necessary documents, such as packing lists, Material Safety Data Sheets, (warranty or quality) certificates, attestations, drawings, instruction manuals, spare part lists, and maintenance instructions;
- i. in terms of design, composition and quality, in every respect, to be in compliance with all applicable statutory requirements, regulations and European directives (such as the CE and EMC marking);
- j. to be labelled with a type, serial and device number and a notice of the country of origin by way of an adequate mark originating from the manufacturer or the importer. If this is not possible, the packaging of the goods supplied will be labelled with such signs;
- k. to be accompanied by invoices in duplicate to Bredenoord which, in addition to the date, invoice number and order number and statutory information, will also state the name of the manufacturer and the importer, as well as the type, serial and device number.

21. Inspection and testing

21.1 Just as its client, Bredenoord will be entitled to inspect and check, or cause third parties to inspect and check, the production or assembly of the agreed delivery at any location. Furthermore, Bredenoord will be entitled to inspect or test, or cause third parties to inspect or test, semi-finished or finished products before the time of delivery. Inspecting or testing will not entail that the Supplier need no longer give a warranty or will no longer be liable. The other obligations ensuing from the agreement will also continue to exist.

21.2 The costs relating to inspection and testing will be payable by the Supplier if such inspection or testing shows afterwards that any goods delivered are unsatisfactory.

21.3 In the event of rejection of the goods delivered, Bredenoord will promptly notify the Supplier. Subsequently, the Supplier will - at Bredenoord's option - promptly correct or replace the goods delivered.

22. Packaging, transport, storage, installation

22.1 The Supplier will be responsible for adequate packaging of the goods to be supplied, as safe to the environment as possible.

22.2 The Supplier will be responsible, at its own expense, for removal or processing of packaging, dirt, waste and redundant materials to the extent originating from or relating to the supply of goods or performance of work covered by the agreement. The Supplier will thereby observe the laws and regulations prevailing at the time of removal and/or processing.

22.3 The costs of packaging, transport, storage, insurance and installation of goods, including the goods made available by Bredenoord, will be payable by the Supplier. To the extent that Bredenoord has incurred such costs, the Supplier will promptly reimburse such costs to Bredenoord.

22.4 If the goods are ready for delivery, but Bredenoord is reasonably unable to take delivery at the agreed time, the Supplier will retain the delivery separately and recognizable as destined for Bredenoord. The Supplier is to protect the delivery and take all such measures as required to prevent reduction of quality until the goods have been delivered. Bredenoord will reimburse the reasonable costs demonstrably incurred by the Supplier.

23. Transfer of risk and title

23.1 The risk of the goods to be delivered will not pass from the Supplier to Bredenoord until delivery. Title to the goods to be created or supplied will pass to Bredenoord upon (actual) delivery. If Bredenoord makes any down payments, title to the goods will pass upon creation.

The Supplier will individualize the goods as Bredenoord goods by way of unique references. The Supplier warrants that full and unencumbered title will be transferred.

23.3 During the period of repair, processing or modification the Supplier will bear the risk of any goods submitted by Bredenoord to the Supplier for repair, processing or modification. The Supplier waives its rights of retention in respect of such goods in favour of Bredenoord.

23.3 The Supplier will deliver the goods Delivered Duty Paid (DDP), according to INCOTERMS® 2010, as adopted by the International Chamber of Commerce (ICC).

24. Liability of, and indemnification by, the Supplier

24.1 The Supplier will be liable for compensation of any costs and damage - including damage due to personal injury and financial loss - caused by a defect in the goods supplied and/or the tools or materials used in the performance. The foregoing will also apply if the damage or costs were caused by imprudent acts on the part of the Supplier, its subordinates or any third parties engaged in the performance of the agreement.

24.2 The Supplier will fully indemnify Bredenoord and/or its client against the liability referred to in paragraph 1.

III. PROVISIONS FOR THE PERFORMANCE OF SERVICES AND ASSIGNMENTS AND THE CONTRACTING OF WORK

In addition to the General Part (I), the performance of services and assignments and the contracting of work will also be governed by Chapter III.

25. Provision of information

25.1 The Supplier will, if and to the extent required or applicable, when issuing the quotation and/or immediately upon receipt of the agreement, submit the following records to Bredenoord, without prejudice to the statutory requirements:

- a. an up-to-date excerpt from the register of the Chamber of Commerce - not older than six months;
- b. a photocopy of the guarantee account agreement;
- c. a photocopy of valid proof of registration with a trade association;
- d. a recent entry in the Special Register of the Netherlands Association for Registration of Subcontractors [*Bijzonder Register van de Vereniging Registratie Onderaannemers*], if available;
- e. a recent entry in the register of the Netherlands Foundation for Financial Supervision [*Stichting Financieel Toezicht*];
- f. a certificate of payment conduct relating to statutory payroll tax and social security contributions [*loonheffing*] (contributions to employee insurance and national insurance schemes, income-related contribution to healthcare insurance and wage tax) from the Tax Authorities - not older than three months;
- g. a photocopy of the applicable SCC certificate;
- h. a Declaration of Independent Contractor Status [*verklaring arbeidsrelatie*].

25.2 The certificates referred to under e, f and h are to be submitted to Bredenoord as soon as possible after the end of each quarter, without any demand being required.

25.3 Any changes in the information referred to under a-h of article 25, paragraph 1, are to be promptly reported to Bredenoord in writing.

26. Performance schedule

26.1 The Supplier is to submit a performance schedule at Bredenoord's request. Such performance schedule will include the times of commencement and completion of the successive parts of the work and the staffing. If it has been agreed that Bredenoord will deploy equipment, the times of such deployment will also be included in the performance schedule. After approval by Bredenoord the performance schedule will form part of the agreement.

26.2 During performance Bredenoord may make changes to the performance schedule. Any consequences of changes will be arranged in reasonableness between Bredenoord and the Supplier. If necessary, the agreement will be amended.

26.3 The Supplier is to report periodically, in accordance with Bredenoord's wishes, on the progress of the work and all related aspects.

27. Supplier staff

27.1 The Supplier is to register its employees with Bredenoord. The details required are: name, first name(s), address, place and date of birth, nationality, tax registration number, number and nature of identity document. In addition, a copy of the identity document and (if applicable) the residence and work permits are to be submitted.

27.2 The Supplier will be responsible for day-to-day management and supervision of performance of the work. The number of qualified and skilled supervisors to be made available by the Supplier for such purpose is to be in accordance with the scope and nature of the work and the requirements set by Bredenoord. Supervisors are to have command of the Dutch language, unless agreed otherwise.

27.3 The Supplier warrants that the services to be rendered by the employees will be performed expertly, professionally and without interruption. The employees satisfy, and will continue to satisfy, the agreed qualities in terms of education, expertise and experience.

27.4 The Supplier will provide employees with hand tools and personal protective equipment.

27.5 The Supplier will occasionally temporarily or permanently replace employees only with the prior approval of Bredenoord. Bredenoord will not unreasonably withhold its consent. Bredenoord may attach conditions to its consent. In the event of replacement of employees, paragraph 1 will apply.

27.6 Bredenoord and the Supplier may agree a trial period for employees. If during the trial period any employees reasonably prove not to perform the work to Bredenoord's satisfaction, the Supplier is promptly to replace such employees. No additional costs may be charged to Bredenoord in that respect.

27.7 If any employees do not have the necessary qualifications or expertise, the Supplier will immediately replace employees on Bredenoord's demand by other employees that do meet the requirements set. The foregoing will also apply to employees that do not observe the prevailing regulations or who otherwise misbehave. No costs may be charged to Bredenoord in respect of replacement of employees.

27.8 The work will be performed in accordance with the working hours and rules of conduct prevailing at Bredenoord's at such time. The Supplier will instruct employees to observe such rules.

27.9 Any costs arising in connection with working outside normal working hours in order to meet the date of delivery stated in the agreement will be payable by the Supplier. In the event of force majeure, the additional costs of measures will be payable by Bredenoord. Measures are to be agreed in advance.

27.10 Bredenoord will be authorized to perform regular headcounts in the workplace. The Supplier is to render its cooperation in that respect. The Supplier is also to render its full cooperation in any (other) reasonable administrative arrangements made or to be made by Bredenoord in order to check staffing in the workplace or for the work. For example, the Supplier may be requested to provide a daily summary of the staff planning on the work site, divided over all the work under performance by the Supplier. Furthermore, Bredenoord may request the Supplier to provide timesheets signed by Bredenoord for each employee.

28. Health, safety, welfare and the environment

28.1 The Supplier will be responsible for the welfare, health and safety and proper environmental conditions in the workplace. The Supplier is to observe all locally applicable statutory, safety and environmental regulations.

28.2 The materials, equipment and tools (such as hoisting and lifting equipment, climbing and scaffolding materials) used by the Supplier are to satisfy at least the statutory requirements and are to be in a good state of repair. The foregoing will be, *inter alia*, at the discretion of Bredenoord and subject to the rules set by Bredenoord and/or its client.

28.3 Any employees who, in Bredenoord's opinion, act unsafely in the workplace are to be removed from the work on demand. The Supplier is to ensure prompt replacement of any such employees at no cost for Bredenoord.

28.4 If any unsafe situations caused by the Supplier are established, Bredenoord may cause the work to be discontinued, without any liability arising on Bredenoord's part to pay damages and without any force majeure being assumed in the event of any such delay.

29. Intervention in the work

29.1 If, in Bredenoord's opinion, the work progress is such that the established period for completion of the performance, or part thereof, will be exceeded, Bredenoord will notify the Supplier in writing. The foregoing will also apply if, in Bredenoord's opinion, the work is not, or has not been, performed in accordance with the provisions of the agreement and/or in accordance with high standards.

29.2 Within three workdays of receipt of a notification as referred to in paragraph 1 of this article the Supplier is to take such measures as to ensure, in Bredenoord's opinion, that the backlog will be caught up or the foregoing provisions and requirements will be met, as applicable, within the short term, failing which Bredenoord may take all such measures as it may deem necessary at its own discretion, without any judicial intervention being required. For example, Bredenoord, or any third parties acting on its instructions, may take over the work from the Supplier. In such event the Supplier will render its full cooperation to Bredenoord and such third parties.

29.3 Any external and internal costs to be incurred by Bredenoord in connection with the provisions of paragraph 2 will be payable by the Supplier. The Supplier will immediately reimburse Bredenoord for such costs, including a compensation for supervision and overhead costs.

29.4 Bredenoord may, even outside the circumstances referred to in paragraph 1, immediately intervene in the work if necessary given business circumstances, safety and/or statutory regulations. This will not release the Supplier from its liability. Bredenoord will at all times report any such intervention to the Supplier as soon as possible.

30. Completion, acceptance, commissioning, risk

30.1 Unless provided otherwise in the agreement, completion or acceptance will be deemed to have taken place when Bredenoord has accepted the work performed in writing.

30.2 Bredenoord may commission, or cause third parties to commission, the work or any part thereof before completion. Commissioning of the work, or the relevant part, will not be deemed to constitute completion or acceptance. If, as a result of commissioning, the Supplier will be required to do more than can reasonably be required, the consequences will be arranged between the parties in reasonableness. The Supplier will continue to bear the risk of the work until completion. Therefore, the Supplier is to arrange replacement or correction in the event of loss of, or damage to, the work.

30.3 The risk of any goods to be delivered will not pass from the Supplier to Bredenoord until completion of the work of which the delivery forms part. Title to the goods will pass to Bredenoord upon (actual) delivery. If Bredenoord makes any down payments, title to the goods will pass upon creation. In such event the Supplier will promptly individualize the goods as Bredenoord goods. The Supplier warrants that full and unencumbered title will be transferred.

30.4 During the period of repair, processing or modification the Supplier will bear the risk of any goods submitted by Bredenoord to the Supplier for repair, processing or modification. The Supplier waives its rights of retention in respect of such goods in favour of Bredenoord.

31. Assignment of rights and obligations and subcontracting

31.1 The Supplier may not assign, pledge or transfer any title whatsoever to the agreement, any part thereof or any rights or obligations thereunder to third parties without Bredenoord's written consent. Furthermore, the Supplier may not cause any third parties to perform work without Bredenoord's consent.

31.2 The Supplier will not (a) subcontract, or (b) engage any third parties in, the performance of all or part of the agreement without Bredenoord's written consent. An exception to the foregoing is such part of an agreement in respect of which subcontracting or engaging such third parties is stated in the agreement or in the specifications. Third parties will include, without limitation: self-employed persons without staff [*Zelfstandigen Zonder Personeel*], directors and major shareholders, subcontractors and temporary employment agencies. If

Bredenoord's written consent has been obtained, the Supplier will include the same risk mitigating measures in its agreement with the relevant third party or parties as included in the general purchase conditions and the agreement for services with Bredenoord.

31.3 The Supplier will not hire third-party staff with Bredenoord's written consent.

31.4 The consent referred to in paragraphs 1, 2 and 3 will not entail that any obligation ensuing from this [*sic.*] agreement will expire.

32. Materials, equipment, parts, attestations, drawings, etc. made available by Bredenoord

32.1 Title to any materials, equipment, parts, attestations, drawings, etc. made available by Bredenoord to the Supplier for the purpose of performance of the agreement will at all times vest in Bredenoord. Therefore, any such items are to be labelled and individualized by the Supplier so as to be recognizable to third parties. After performance of the agreement they are to be returned in good condition.

32.2 Until the items referred to in paragraph 1 have been returned to Bredenoord, the Supplier will bear the risk of such items. The Supplier will be under the obligation properly to maintain any such items.

32.3 The Supplier will, at its own expense and on common conditions, take out insurance for all such items as it receives from Bredenoord in connection with the agreement against risks the full or partial loss or damage as a result of fire, theft and destruction.

32.4 Upon receipt of the items referred to in this article the Supplier is to check if they are in conformity with the specifications. Furthermore, they are to be labelled with clear marks showing that they are the property of Bredenoord. Unless the Supplier has given written notice within a term of two days of receipt thereof, Bredenoord will assume that the items referred to in this article have been made available to the Supplier in good condition and in accordance with the required specifications.

33. Netherlands Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act [*Wet ketenaansprakelijkheid*]

33.1 The Supplier is to perform the statutory obligations for payment of statutory payroll tax and social security contributions for its employees as described in article 25, paragraph 1f.

33.2 The Supplier will indemnify Bredenoord against any claim of the Tax Authorities in respect of statutory payroll tax and social security contributions due for its employees, including interest, penalties and costs, as well as legal fees in respect of a defence against a possible liability.

33.3 Without prejudice to paragraphs 1 and 2 the Supplier is to keep such accounting records as will enable determining the wage bill for each project. Bredenoord will be entitled to audit such accounting records. The Supplier will state the actual wage costs in each invoice.

33.4 Bredenoord may pay the statutory payroll tax and social security contributions in connection with the work for which it is liable pursuant to the Netherlands Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act to the Supplier by way of deposit of the relevant amount into the latter's blocked account within the meaning of such Act (the guarantee account). Furthermore, Bredenoord may pay the statutory payroll tax and social security contributions directly to the Tax Authorities. In the latter event Bredenoord will, as a result, not have any further payment obligation in respect of statutory payroll tax and social security contributions vis-à-vis the Supplier.

33.5 Unless agreed otherwise, Bredenoord will directly pay an applicable percentage of the pay element - and if unknown 50% - in respect of the statutory payroll tax and social security contributions due. The amount will be paid either into the account of the relevant Tax Authorities or into the Supplier's guarantee account.

33.6 Bredenoord may change such percentage if the agreed percentage proves not to be in accordance with the actual statutory payroll tax and social security contributions due by the Supplier.

33.7 Any direct payment or payment into the guarantee account will constitute payment in discharge of the obligation.

33.8 If the "VAT reverse charge scheme" applies to the agreement, the Supplier will state this in each invoice.

IV. SPECIAL PROVISIONS FOR THE SUPPLY OF LABOUR

In addition to the General Part (I), the supply of labour will also be governed by the Special Provisions of Chapter (III) and this Chapter (IV).

34. Permit

34.1 The Supplier must, to the extent required, have a permit for the supply of labour.

34.2 Any employees to be supplied are to carry a valid identity document and (if applicable) a valid work and residence permit.

35. Personal protective equipment and hand tools

35.1 The Supplier is to provide employees with safety goggles and shoes and hand tools.

35.2 If necessary, Bredenoord will provide the employees with a safety helmet and safety clothing with Bredenoord logo. The Supplier is to ensure that the employees actually wear the protective equipment.

35.3 The protective equipment referred to in paragraph 2 are to be returned to a Bredenoord employee designated for such purpose within one week of termination of the work. Any non-returned set of protective equipment will be subject to a deposit to be deducted from the Supplier's final invoice.

36. Time recording

36.1 The Supplier will be under the obligation to render its full cooperation in any (other) reasonable administrative arrangements made or to be made by Bredenoord in order to check staffing in the workplace or for work signed off by Bredenoord, such as timesheets for each employee.

37. Invoicing and payment

37.1 Invoices are to be in compliance with the Netherlands Turnover Tax Act [*Wet op de Omzetbelasting*] of 1968. In the dated and numbered invoices the Supplier will in any event clearly and transparently state the following information:

- a. the purchase order number of Bredenoord and the Supplier relating to the work;
- b. the work and the location or locations of execution to which the invoice relates;
- c. the period and the performance rendered to which the invoice relates.
- d. the wage costs;
- e. the timesheets signed off by Bredenoord.

37.2 When hiring staff the Supplier is to indemnify Bredenoord against any claims from the Tax Authorities in respect of VAT due.

37.3 When hiring staff the full VAT amount invoiced may be paid directly into the account of the relevant Tax Authorities or into the Supplier's guarantee account.

37.4 Any direct payment or payment into the guarantee account will constitute payment in discharge of the obligation.

38. Termination of the agreement/termination of employment agreements with staff

38.1 Bredenoord may terminate the agreement for the supply of labour early. In the event of regular termination Bredenoord will give the Supplier at least three workdays' notice.

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