



## **General Purchase Conditions**

for purchasing products and services, (sub)contracting work  
and insourcing personnel

**January 2020**

## General Provisions

### Definitions

Unless indicated otherwise by a specific context, capitalised words and expressions in these General Conditions are words and expressions with the following specific definitions:

#### Acceptance:

The Work is deemed to have been completed after it has been approved by A.Hak for integration into the Principal Work. The date on which the Work is approved is the valid Acceptance Date.

#### A.Hak:

An entity that is part of the A.Hakpark Group, headquartered in Tricht, the Netherlands, which uses these conditions in its role as customer.

#### Contract:

The agreement, whether composed of multiple components or not, entered into by A.Hak and Contractor, regarding a Work, Delivery, Services, Personnel or a combination thereof, including all corresponding documents and appendices.

#### Contractor:

The (potential) counterparty of A.Hak that acts as (sub)contractor for a Work, supplier of Products, contractor for Services and/or secondment of Personnel.

#### Delivery:

The delivery of Products as well as any assembly or installation of said Products based on the Contract.

#### Insourcing:

The hiring of Personnel of Contractor by A.Hak on a temporary basis based on a Contract between A.Hak and Contractor.

#### Personnel:

Any personnel hired by A.Hak on a temporary basis based on a contract between A.Hak and contractor.

#### Principal:

The party with which A.Hak entered into a (building) contract regarding the realisation of the Principal Project.

#### Principal Project:

The project which A.Hak will carry out for its Principal.

#### Products:

The good(s) deliverable to A.Hak based on the Contract.

#### Services:

The services to be performed by Contractor, which also includes providing for (design and technical) advice and engineering tasks originating from a service agreement ('Overeenkomst van Opdracht') as meant in article 7:400 of the Dutch Civil Code ('Burgerlijk Wetboek').

#### Specifications:

The project description, including the technical (standards) requirements contained therein which may also include their corresponding designs and drawings and any responses to bidders questions.

#### Work:

The work to be performed by Contractor based on a Building Contract ('Overeenkomst van Aanneming') as meant in Article 7:750 of the Dutch Civil Code ('Burgerlijk Wetboek').

### 1. General

**1.1** These General Conditions apply to every Contract with a Contractor entered into by A.Hak relating to the purchase of Products, Services, Subcontracting for Works and Insourcing of Personnel, as well as

any other obligation arising from any such Contract. These General Conditions also apply to any offers made by A.Hak and any requests from A.Hak to make an offer.

**1.2** Once these general conditions become part of any Contract between A.Hak and Contractor, they also automatically become part of all subsequent Contracts between A.Hak and Contractor, also if the applicability of these general conditions is not explicitly referred to during the conclusion of any such subsequent Contract; unless expressly agreed upon otherwise by both parties in writing.

**1.3** These general conditions consist of general and special provisions. The general provisions apply to all Contracts between A.Hak and Contractor as stated under 1.1. The special provisions supplement the general provisions and relate to and apply to defined specific Contracts.

**1.4** If multiple special provisions apply to the Contract, because it is a composed Contract, the special provisions apply concurrently. The interpretation most beneficial to A.Hak will apply if this would cause for any contradictions.

**1.5** All relevant requirements and conditions in the agreement between A.Hak and the Principal apply back-to-back to this Contract. Contractor is deemed to be fully aware of the conditions of the principal contract with the exception of the contract value and the prices to be paid to A.Hak.

**1.6** A.Hak expressly rejects the applicability of any general provisions or equivalents thereof on behalf of Contractor.

**1.7** These general conditions will be referred to as 'The General Purchase Conditions for purchasing products and services, (sub) contracting work and insourcing personnel of A.Hak', or "The A.Hak General Purchase Conditions", or "The A.Hak General Conditions".

### 2. Offers and acceptance

**2.1** All offers will remain valid for 60 calendar days, unless indicated otherwise in a specific offer.

**2.2** The Contract comes to exist on the moment on which A.Hak accepts an offer in writing, under the suspensory conditions that the Principal has irrevocably granted the Principal Work to A.Hak and that Principal has accepted Contractor.

### 3. Prices

**3.1** All prices mentioned are in euro and exclude any applicable value added tax and/or sales tax, unless indicated otherwise in writing.

**3.2** Any changes to cost price factors regarding the Contract, which may include the prices of construction materials, auxiliary materials, labour costs, insurances, transport rates, taxes, levies or other governmental measures, effectuating after the day on which the Contract comes to exist, are borne by Contractor.

**3.3** If measurable quantities are to be delivered, the quantity is described as accurately as possible in the Contract. If so required, Contractor shall deliver as many more or fewer units as required by the Contract without being entitled to request a price modification. Any deviations must be immediately reported to A.Hak in writing.

### 4. General Contractor requirements

**4.1** Contractor is required to inform A.Hak immediately about any knowledge or suspicion of the event that the obligations arising from the Contract cannot be (timely) fulfilled.

**4.2** The definition of force majeure in the context of the Contract will in any case not include: the loss or theft of work material, the loss of materials, strikes (both organised and unorganised), roadblocks, work interruptions, import or trade limitations including but not limited

to the consequences of Brexit, other governmental measures which may hinder the work of Contractor, logistical problems and fulfilment shortcomings of suppliers and/or subcontractors of Contractor whether they are attributable or not.

**4.3** If the designs, drawings, descriptions, instructed work method, constructions or any other information issued by A.Hak to Contractor contain errors or defects of a nature that Contractor would not act as a proper Contractor by performing the Contract or commencing therewith without notifying A.Hak of such a deficiency, Contractor is liable for all subsequent damage to A.Hak, including consequential damage.

**4.4** Outsourcing any work or parts thereof to third parties is not permitted, unless the project leader of A.Hak has provided for express written consent, together with specific conditions detailed in writing.

**4.5** Contractor will only act on instructions given by A.Hak and refrain from offering price quotes or offers to the Principal of A.Hak to expand or modify the Contract of A.Hak.

## **5. Insurances**

**5.1** With regard to liability, Contractor is obliged to obtain proper insurance in favour of A.Hak for damages that can be attributed to him and to maintain said insurance for as long as the Contract lasts.

**5.2** Contractor is liable for all direct and indirect damages, including consequential damages, if contractor fails to perform as agreed upon in the Contract, including any penalties or fines and any extrajudicial costs and also damages caused by personnel of Contractor and/or insured Personnel during the execution of the Contract.

**5.3** A.Hak has the right to repair any damages caused by Contractor at the expense of Contractor. This includes any extrajudicial costs made by A.Hak.

**5.4** With regard to insurances, Contractor is obliged to the following, always to an insured sum of at least €2,500,000:

- a) Contractor will obtain a liability insurance with precedence over other insurances in which A.Hak is designated as co-insuree, based on which insurance companies pay any damage compensation directly to A.Hak;
- b) if Contractor, based on the Contract, performs engineering work, he must obtain a professional liability insurance. The insurance company must pay the damage amount directly to A.Hak;
- c) if Contractor completes a Project based on the Contract, Contractor is required to obtain a Construction Allrisk (CAR) insurance. This insurance must be maintained for the entire duration of the Contract as well as during the maintenance period;
- d) if Contractor uses motor vehicles, he must be insured for damages suffered by A.Hak.
- e) if Contractor provides for Services based on the Contract, which includes the secondment of Personnel, he must obtain a liability insurance.

## **6. Payment**

**6.1** Payment will take place within 60 calendar days after the invoice date. If the invoice date precedes the date of completion of the Contract or Delivery, the latter date is deemed to be the invoice date. If the invoice is returned based on article 7, the payment term only commences on the date on which A.Hak has received a correct invoice.

**6.2** A.Hak is entitled to suspend payments, if the obligations of the Contract and/or these general conditions has been met. Any prior payment by A.Hak does not constitute approval of the Delivery or the Contract.

**6.3** If, per the assessment of A.Hak, sufficient reason exists to fear that Contractor will not or not timely meet its obligations towards A.Hak, Contractor is required to, at the first request of A.Hak, immediately provide for adequate security to ensure complete fulfilment of all requirements of Contractor arising from the Contract. If Contractor does not respond accordingly within 7 days after having received such a request from A.Hak, all effects of non-fulfilment will occur immediately.

**6.4** A.Hak is entitled to offset owed invoice amounts with amounts owed by Contractor to A.Hak or other entities of the A.Hak Group, regardless of whether these amounts are exigible.

## **7. Invoicing**

**7.1** All invoices submitted by Contractor to A.Hak must comply with all requirements stated in or resulting from the Dutch VAT Act ('Wet op de Omzetbelasting'). Furthermore, every invoice must at least contain the following:

- a) name, address of and municipality in which contractor is registered;
- b) contract number and project number;
- c) purchase order number;
- d) the Project and project site(s) to which the invoice applies;
- e) IBAN, VAT number and business registration number with the trade register

**7.2** The invoice of Contractor regarding to the work performed must at all times be accompanied by:

- a) the purchase order, signed by a duly authorised individual on behalf of A.Hak. A purchase order will only be issued if and when all administrative requirements have been met;
- b) an overview of all delivered materials;
- c) a specification of the names of individuals on a man-hour overview that mentions the personal government issued registration number (for Dutch residents 'BSN'). If this information is not submitted together with the invoice, the wage part of the invoice will be made directly to the blocked bank account for tax purposes ('G-account') of the Contractor.

**7.3** Invoices that do not meet the requirements set forth in paragraphs 1 and 2 are hereby rejected by A.Hak and will not be processed.

## **8. Contract prohibition**

**8.1** Without the advance written permission of A.Hak, it is not possible to assign, mortgage or encumber in any other way to any third party, as meant in article 3:83 paragraph 2 of the Dutch Civil Code ('Burgerlijk Wetboek'), any claims of Contractor on A.Hak owing to an existing or future Contract. This prohibition has effect under property law.

## **9. Dissolution and cancellation**

**9.1** Notwithstanding its legal cancellation rights. A.Hak is entitled to partially or entirely cancel the Contract by means of a written declaration to that effect submitted to Contractor, without requiring any notice of default and without diminishing the rights of A.Hak to claim damages, if:

- a) the Delivery does not take place on the date agreed upon or within the time schedule agreed upon;
- b) Contractor does not fully or timely meet one or multiple requirements arising from the Contract and, as a result, a delay in the Principal Work or a part thereof occurs or can be reasonably expected to occur;
- c) Contractor is subject to bankruptcy proceedings or a payment moratorium or if Contractor ceases its company activities;
- d) Contractor transfers its company activities to a third party, unless the transferring party makes it sufficiently credible that the performance of the Contract will not be hindered as a

- result;
- e) Contractor is placed into receivership;
  - f) Personnel of Contractor, working (directly or indirectly) for A.Hak or the Principal of A.Hak, would act in a way incompatible with the Code of Conduct as described in article 10;
  - g) the Principal decides to withdraw the contract for the Work or not to grant said contract to A.Hak, to which the Contract relates.

**9.2** Notwithstanding the provisions of the previous paragraphs and the legal cancellation rights of parties, A.Hak and Contractor are entitled to partially or entirely cancel the Contract by means of a written declaration to the other party, regardless of any right of damage compensation, if the other party fails to meet any obligation of the Contract and if this failure is not restored within 30 days after the date on which a written summons aimed at seeking restoration is submitted to the other party. Said written summons is not required if restoration is impossible.

**9.3** In case of (partial) cancellation, A.Hak has the right to, notwithstanding its rights of damage and cost compensation, to complete the Contract and at its discretion:

- a) return to Contractor at the risk and expense of Contractor, any part of the Contract already delivered and to reclaim any and all payments made to the extent that this is possible.
- b) deliver the Contract or have it delivered by third parties, using the goods already delivered or executed by Contractor against reasonable compensation to be agreed upon ex post facto.
- c) Use or have used the auxiliary materials present at the Work, such as scaffolding, hoisting and transport equipment, etc., against reasonable compensation to be agreed upon ex post facto.

**9.4** A.Hak reserves the right to, in case of a Contract or Insourcing, cancel the Contract established for this purpose, at any moment with a 1 calendar month notice period; notwithstanding the other rights of A.Hak for cancellation or termination. In such an event, Contractor will be entitled to receive payment of the price agreed upon for the Services to the extent that they are performed pursuant to the Contract, as well as the reasonable expenses made by Contractor prior to the cancellation, which cannot be reasonably negated and for which the payments already received or awarded do not already include compensation. Contractor is required to make these expenses transparent and, at the request of A.Hak, enable inspection of its financial administration by an accountant contracted for this purpose.

## **10 Code of Conduct**

**10.1** A.Hak intrinsically connects its economic interests to core values such as corporate social responsibility, integrity, transparency and sustainability.

**10.2** Working for A.Hak also means working in accordance with our values and behavioural rules. These behavioural rules, encompassed in our Code of Conduct, are described to provide clarity about what we may expect from one another and topics about which we can address each other. This Code of Conduct directs both the decisions and acts of A.Hak and its people. This Code of Conduct is available on request.

**10.3** Contractor familiarises himself with the stated principles and the Code of Conduct and will abide by its contents. Contractor ensures that the A.Hak Code of Conduct will apply to all Personnel of Contractor, as well as to any advisors, contractors and suppliers of Contractor.

## **11 Industrial and intellectual properties**

**11.1** Contractor guarantees that usage of the Products delivered by him or materials, constructions, drawings, etc., do not infringe on any third party intellectual property rights. Contractor will safeguard A.Hak

against all claims made with respect to any possible infringement in this regard.

**11.2** All designs, drawings, moulds and similar matters remain the sole (intellectual) property of A.Hak and must be returned to A.Hak at its first request, and/or directly after completion of manufacturing and/or immediately after termination of the Contract. Contractor is not entitled to use said designs, drawings, moulds and similar matters, nor to have them used by any third party, relating to or for any other purpose than performing the work agreed upon with A.Hak.

**11.3** If, in the context of a Contract issued by A.Hak, anything is created that is or could be subject to intellectual and/or industrial property rights, said rights are hereby transferred to A.Hak in advance and accepted by A.Hak as such. To the extent that parties, in deviation from the aforementioned, expressly agree in writing that A.Hak obtains a license to use the aforementioned creations, this license shall be perpetual, exclusive and transferrable, for which A.Hak will also have the right to issue sub-licenses.

## **12. Non-disclosure and confidentiality**

**12.1** Contractor is bound by confidentiality with respect to all information and know-how regarding A.Hak, the Contract, the Specifications and the Principal Work.

**12.2** Notwithstanding the provisions of the first paragraph, Contractor and (insourced) Personnel of Contractor must refrain from multiplying, copying or making available to third parties, any and all drawings, designs, images, calculations, work methods and procedures which became or were made available to him by A.Hak, regardless of whether this information was obtained in the context of the Contract or in any other way. At the end of the Contract, or at any earlier moment in time at the first request of A.Hak, said drawings, designs, images and calculations, respectively any and all (photo) copies will be forthwith returned by to A.Hak at the expense of Contractor.

**12.3** Any violation of article 12 incurs an immediate fine of 2,500 per violation, notwithstanding the right of A.Hak to demand and claim compliance and/or damage compensation.

## **13. Protection of personal information**

**13.1** Contractor guarantees to A.Hak that, in the collection and (deferred) processing of personal information in the framework of the Contract, all requirements arising from the General Data Protection Regulation (GDPR) and affiliated laws and regulations will be complied with.

**13.2** Contractor guarantees that the Products and Services (including any later modifications), the processing of personal information in that regard and the storage by Contractor or its data processors of entered and processed personal information meets all legal requirements, including general principles deemed important by the legislator in this regard such as data protection by design, data protection by default configuration and data minimisation.

**13.3** Contractor is not entitled to entirely or partially use or have used the personal information obtained for any other purpose than to perform the Contract.

**13.4** Contractor guarantees that he, in compliance with the data processing agreement referred to hereafter, will always maintain appropriate technical and organisational security levels to protect the personal information processed for A.Hak.

**13.5** If A.Hak assesses that Contractor is a data processor as defined by the GDPR, Contractor will at the first request of A.Hak and in addition to the provisions of this article, enter into a written and signed data processing agreement with A.Hak.

**13.6** Contractor will safeguard A.Hak against all third party claims and against all damages, financial government sanctions and costs (including costs for legal counsel), resulting from a violation of Contractor of the guarantees and obligations as stated in this article and/or a violation of any of the obligations of Contractor arising from the aforementioned data processing agreement.

#### **14. Severability**

**14.1** If one or more of the provisions in these general conditions are deemed invalid or null and void or are dissolved in any other way, the validity and applicability of all other provisions remain unaffected. Parties are then required to consult one another to make arrangements to replace the provision(s) that are or were deemed invalid or null and void or which was or were dissolved in any other way, in a way that replaces said provision(s) with (a) new provision(s) that approach the meaning and purpose of the dissolved provision(s) to the greatest possible extent.

#### **15. Disputes and applicable law**

**15.1** Should any disputes arise for any reason whatsoever, then Contractor is not entitled to suspend or modify its obligations arising from the Contract.

**15.2** Should a dispute arise, parties shall endeavour to find extrajudicial resolutions to the greatest possible extent, using the following tiered procedure:

- a) parties will first attempt to solve the dispute by escalating it to their respective company director(s);
- b) should this not resolve the matter, parties will attempt to solve the dispute by using mediation, pursuant to the Regulation of the Dutch Mediators Federation ('Reglement van de Mediators federatie Nederland') registered in Rotterdam, the Netherlands, as applicable on the mediation commencement date.
- c) Parties will jointly attend the first mediation session, after which both parties are free to terminate the mediation at any given moment.
- d) As long as mediation has not been terminated, no party will submit the dispute to the competent court, except to safeguard specific rights.

**15.3** All unresolved disputes related to or resulting from the Contract shall be resolved by the Dutch district Court of Midden-Nederland, unless A.Hak decides to submit the dispute to the Arbitration Board for the Construction Industry, in which case the ordinary court does not have jurisdiction.

**15.4** The relation between A.Hak and Contractor is governed by Dutch law. The Vienna Convention is excluded from the Contract.

### **Special Provisions for Work**

#### **16. Contractor obligations**

**16.1** Contractor is prohibited to employ personnel of A.Hak without the express written consent of A.Hak.

**16.2** Contractor will, if so requested, submit reports in a format issued for this purpose by A.Hak. These completed and signed reports will be submitted to A.Hak for approval on a weekly basis.

#### **17. Contract variations**

**17.1** Execution, compensation and settlement of additional or less work will only take place if Contractor has informed A.Hak in advance in writing and if A.Hak has expressly approved such contract variations in writing in advance. Settlement of contract variations takes place under the suspensive condition that the Principal has accepted the contract variations in writing in its legal relation to A.Hak if and to the extent that any such contract variation is the result of a change issued by the

Principal to A.Hak.

#### **18. Integration, approval and Delivery of the Work**

**18.1** Integration of the Work takes place at the written request of Contractor in which he informs A.Hak about the completion date of the Work.

**18.2** Integration will take place as soon as possible after the request made to A.Hak pursuant to paragraph 1, but no later than within 5 business days after completion and approval of the Work.

**18.3** After integration of the Work, A.Hak will inform Contractor as soon as possible, but not later than within 5 business days, in writing, whether the Work has been approved or not. If approval is withheld, A.Hak must provide for a written motivation for doing so.

**18.4** The commissioning of the Work before it is completed does not mean the Work is deemed approved and delivered.

**18.5** This article applies similarly for reintegration after initial approval has been withheld.

**18.6** This article applies similarly for partial deliveries.

**18.7** In express deviation from the previous paragraphs and the law, the legal effect of Delivery will only take place under the suspensive condition that Principal accepts the Principal Work, including the Work of Contractor.

#### **19. Warranty and maintenance period**

**19.1** Contractor offers a 5 year warranty period after the Delivery date of the Principal Work that the Work carried out in the context of the Contract is properly executed and suitable for the purpose for which it is meant, and that it contains no deficiencies in the design, construction, assembly and materials, and that it complies with all legal requirements and regulations.

**19.2** In deviation from paragraph 1, Contractor remains, for a period of 10 years after the approval date of the Principal Work by the Principal, liable for damages if the Work has entirely or partially collapsed or threatens to collapse or became unusable or threatens to become unusable for the purpose for which it is meant according to the Contract, and if this can only be remediated or prevented by taking very costly measures.

**19.3** If the Work proves not to meet the warranty conditions as set forth in paragraphs 1 and 2, Contractor shall bear all expenses made to repair the deficiencies at the first request of A.Hak within the timeframe determined by A.Hak and in consultation with A.Hak.

**19.4** If Contractor does not restore the deficiencies within the timeframe determined by A.Hak, or if the identified deficiencies require immediate repair as reasonably evaluated by A.Hak and Contractor is not immediately able to complete this restoration, A.Hak is entitled to have the restoration work carried out at the risk and expense of Contractor and off-set all costs incurred by this event.

**19.5** With respect to Contractor liability for latent and hidden defects, in deviation from paragraphs 1 and 2, a 20 year warranty term applies.

#### **20. Transfer of risk and property**

**20.1** Contractor bears all risks for the Work until the Work is approved by A.Hak pursuant to article 18.

**20.2** To the extent that personnel of Contractor operate on the location of the Work, they do so at the risk and expense of Contractor.

**20.3** Contractor is required to identify and keep identifiable, the Work or parts thereof, as property of A.Hak, at least to the extent where the

ownership has transferred.

## **21 Vicarious liability**

**21.1** With regard to vicarious liability and the Act on Combating Sham Arrangements ('Wet Aanpak Schijnconstructies'), Contractor is obliged to do the following within two weeks after signing the Contract:

- a) Contractor will submit to A.Hak a statement regarding its payment history at least 1 x per three months;
- b) Contractor will submit to A.Hak an extract from its business registration with the trade register which is not older than 6 months;
- c) Contractor will submit to A.Hak a copy of its blocked bank account ('G-rekening') for tax purposes;
- d) Contractor will submit to A.Hak a copy of its NEN-4400 certification, if applicable;
- e) Contractor is not allowed to outsource (part of) the Work to any third parties without the written consent of A.Hak. The deployment of third party personnel is also not allowed without such written consent. Said third parties expressly also include self-employed workers (in Dutch: 'ZZP'ers);
- f) The amount of premiums for social securities and income tax for employees that must be paid by Contractor in the context of the Contract will be paid to the blocked bank account (G-account) for tax purposes of Contractor. Specifically, A.Hak will pay at least 40% of the wage components to the G-account of Contractor;
- g) Contractor guarantees to A.Hak its correct and complete compliance with all social security laws and tax laws with regard to the Work carried out or to be carried out by Contractor;
- h) During execution of the Contract, Contractor will comply with all applicable laws and regulations and any applicable collective labour agreements;
- i) Contractor will document matters regarding employment conditions in the context of executing the Contract in a transparent and accessible way. Contractor will, if so requested, provide access to these matters regarding employment conditions to competent authorities and/or A.Hak and will cooperate with all verifications and audits;
- j) Contractor safeguards A.Hak against any and all claims of tax authorities and or Dutch employee insurance agency UWV with regard to the withholding and/or levies of income tax and/or social premiums (both the employer's and employee's contributions) including any owed interest, enforcement costs, collection costs and administrative fines;
- k) Contractor will have each invoice accompanied by a properly completed man-hours register that mentions the personal government issued registration number (for Dutch residents 'BSN');
- l) Contractor will submit to A.Hak a copy of a photo ID or passport of the deployed personnel prior to commencing the Work;
- m) Contractor will submit to A.Hak a copy of the VCA/VCU certificate, when applicable;
- n) Contractor is obliged to impose all unabridged requirements to all parties with which he enters into agreements.

**21.2** If Contractor does not fully or timely meet the requirements set forth in this article, A.Hak is entitled to suspend all payments until Contractor has met its obligations.

## **Special Provisions for Products**

### **22. Delivery**

**22.1** Unless agreed otherwise, Delivery takes place as "Delivery Duty Paid" pursuant to the Incoterms 2010 at the place of delivery mentioned in paragraph 2.

**22.2** Unless agreed otherwise, Delivery will take place at the construction site of the Principal Work, where the exact location will be determined in consultation with A.Hak.

**22.3** If A.Hak so requests, prior to Delivery, that the Products are to be delivered to another site than the site agreed upon, Contractor must oblige to the extent that this can be reasonably expected.

**22.4** Delivery must take place on the time and date agreed upon, or within the time schedule as determined by A.Hak, which is binding, while observing paragraph 5.

**22.5** A.Hak is entitled to modify the time schedule from time to time. A.Hak will timely inform Contractor about this.

**22.6** The agreed time and date of Delivery or the time schedule determined pursuant to paragraph 4 are strict deadlines. If Contractor exceeds these deadlines he shall be in default without any requirement for a notice of default. If such a deadline is not met, without A.Hak having accepted this event in advance in writing, A.Hak reserves, in all cases, the right to partially or entirely terminate the delivery by cancelling it or to cancel the Contract without any requirement of a notice of default or judicial intervention and notwithstanding the other rights of A.Hak towards Contractor.

**22.7** If for any reason whatsoever, A.Hak is not able to receive the Products on the moment agreed upon, Contractor is obliged to store and secure said Products and take all reasonable measures to prevent a deterioration of their quality or their loss, until they are delivered to A.Hak. A.Hak is obliged to indemnify the expenses of Contractor, to the extent that they are reasonable, for storing said Products.

**22.8** If fewer Products are used than delivered based on changes of the Specifications or other circumstances not attributable to A.Hak, Contractor is required to accept the return of the unused Products at the first request of A.Hak at the sales price agreed upon, to the extent that these are standard trade products.

**22.9** Packaging of Products returned to Contractor are not invoiced to A.Hak or, respectively, credited to A.Hak.

**22.10** If the Delivery of A.Hak requires any certificates and/or (an) instruction manual(s) or similar documentation, Contractor will ensure that this documentation is obtained by A.Hak as soon as possible, but never later than within 5 business days after delivery of the goods, in the absence of which payment can be suspended by A.Hak.

### **23. Inspection and testing**

**23.1** A.Hak and/or third parties appointed by A.Hak have, at all times, the right to inspect and or test the Products, for which Contractor shall make all required facilities available. Contractor hereby gives advance permission to A.Hak to enter or have entered the premises, sites and workplaces of Contractor for this purpose.

**23.2** A.Hak is not required to inspect the Products on arrival. If any deficiencies are identified, Contractor is required to, at the first request of A.Hak and at the discretion of A.Hak, repair or replace said Product(s).

**23.3** If the Products delivered by Contractor do not meet the stipulations of the Contract, A.Hak will inform Contractor about this in writing as soon as possible, yet no later than within 10 business days.

**23.4** Inspection or approval does not release Contractor from any requirement, warranty and/or liability arising from the Contract or the law.

**23.5** The costs incurred for A.Hak due to Product rejection shall be borne by Contractor.

## **24. Transfer of risk and property**

**24.1** All risks for Products to be delivered by Contractor are entirely borne by Contractor until A.Hak has accepted said Products based on article 23.

**24.2** The property of Products transfers once they have been inspected and approved by A.Hak as specified in article 23.

**24.3** If A.Hak has made any payments before inspecting and approving the Products, the ownership transfers on the moment on which the payment is made.

**24.4** Contractor is obliged to, to the extent that he is still in possession of the Products, ensure that their ownership is properly determinable and can be identified as being the property of A.Hak.

## **25. Warranty and maintenance period**

**25.1** Contractor offers a 5 year warranty period after the Delivery date of the Principal Work that the Products are usable for the purpose for which they are created and that they have no deficiencies in the design, construction, assembly and materials, and that they comply with all legal requirements and regulations.

**25.2** If the Products prove not to meet the warranty conditions as set forth in paragraph 1, Contractor shall bear all expenses necessary to repair the deficiencies at the first request of A.Hak within the timeframe determined by A.Hak in consultation with A.Hak.

**25.3** If Contractor does not restore the deficiencies within the timeframe determined by A.Hak, or if the identified deficiencies require immediate repair as reasonably evaluated by A.Hak and Contractor is not immediately able to complete this restoration, A.Hak is entitled to have the restoration work carried out at the risk and expense of Contractor and off-set all costs incurred by this event.

**25.4** With respect to Contractor liability for latent and hidden defects, in deviation from paragraphs 1 and 2, a 20 year warranty term applies.

## **Special Provisions for Services**

### **26. Rates**

**26.1** A.Hak will only pay Contractor the rate agreed upon in the Contract. Beyond this, Contractor is solely responsible for all costs incurred during execution of the Contract.

### **27. Contractor requirements**

**27.1** Contractor is required to obtain and maintain proper liability insurance with respect to the service(s) that are to be performed pursuant to article 5.4 of these general conditions.

**27.2** If the designs, drawings, descriptions, instructed work method, constructions or any other information issued by A.Hak to Contractor contain errors or defects of a nature that Contractor would not act as a proper Contractor by performing the Contract or commencing therewith without notifying A.Hak of such a deficiency, Contractor is liable for all subsequent damage to A.Hak, including consequential damage.

**27.3** If Services are not properly performed, Contractor is required to, at the first request of A.Hak, deliver these Services again, or, if the new delivery of the Service is no longer of value to A.Hak, to credit (part of) the amount owed by A.Hak for the relevant Services to A.Hak.

**27.4** Contractor is prohibited to employ Personnel of A.Hak without the prior written consent of A.Hak.

**27.5** Contractor will, if so requested, submit reports in a format issued for this purpose by A.Hak. These completed and signed reports will be submitted to A.Hak for approval on a weekly basis.

## **Special provisions for insourcing Personnel**

### **28. Contractor requirements**

**28.1** Contractor is required to fully comply with all legal requirements and matters agreed upon towards individual Personnel seconded by Contractor to A.Hak. This means, amongst others, that Contractor as the employer of such Personnel, must meet all its requirements based on the labour agreement between such Personnel and Contractor unabridged. In this regard, Contractor will ensure payment of the salary and legally required deductions and levies.

**28.2** Contractor guarantees to A.Hak that all Personnel seconded are in possession of the certificates and qualifications required for performing the work for which they are deployed.

**28.3** Contractor will safeguard A.Hak against all claims arising from non-compliance with the provisions in paragraphs 1 and 2.

### **29. Rates**

**29.1** All rates are hourly and exclude VAT. The rate is fixed and includes all costs and expenses.

**29.2** Overtime will only be performed at the written request of A.Hak. To this extent, the rate will be increased depending on the applicable collective labour agreement. The overtime surcharge only applies for hours worked in exceedance of the number of hours determined in the Contract.

**29.3** The travel allowance is based on current fiscal regulations and only applies to business journeys completed at the request of A.Hak, which excludes commutes.

### **30. Replacement of insourced staff**

**30.1** If insourced Personnel is absent for more than five business days, Contractor will ensure that a replacement becomes available as soon as possible, but no later than within two additional business days. The capabilities of replacing Personnel must be equivalent to absent insourced Personnel.

**30.2** If replacing Personnel with similar qualifications cannot be deployed within two business days, Personnel with lesser qualifications can be proposed to replace absent Personnel. This Personnel requires the prior approval of A.Hak.

**30.3** During replacements, the hourly rates shall not be increased.

### **31. Direct employment of insourced Personnel**

**31.1** Unless and to the extent that no other agreements were made, A.Hak is authorised to directly employ any insourced Personnel without any extra charge if said Personnel has worked at least 1,000 hours for A.Hak.

### **32. Recipients' liability**

**32.1** With respect to the recipients' liability (a potential liability for claims of social security premiums and income tax for seconded Personnel) and the Allocation of Workers by Intermediaries Act ('Wet allocatie arbeidskrachten door intermediairs'), Contractor is obliged to do the following within two weeks after signing the Contract:

- a) Contractor will submit to A.Hak a statement regarding its payment history at least 1 x per three months;
- b) Contractor will submit to A.Hak an extract from its business registration with the trade register which is no older than 6 months;
- c) Contractor will submit to A.Hak a copy of its blocked bank account ('G-account') for tax purposes;
- d) Contractor will submit to A.Hak a copy of its VCA/VCU certificate, if applicable;

- e) Contractor will submit to A.Hak a copy of its NEN-4400 certification, if applicable;
- f) Contractor complies with the registration requirement of the Allocation of Workers by Intermediaries Act (abbreviated in Dutch as 'WAADI');
- g) The sum of social security premiums and income tax for employees that must be paid by Contractor in the context of the Contract will be paid to the blocked bank account (G-account) for tax purposes of Contractor. Specifically, A.Hak will pay at least 40% of the wage components to the G-account of Contractor;
- h) Contractor guarantees to A.Hak its correct and complete compliance with all social security laws and tax laws with regard to the work carried out or to be carried out by Contractor;
- i) During execution of the assignment, Contractor will comply with all applicable laws and regulations and any applicable collective labour agreements;
- j) Contractor will document matters regarding employment conditions in the context of executing the Contract in a transparent and accessible way. Contractor will, if so requested, provide access to these matters regarding employment conditions to competent authorities and/or A.Hak and will cooperate with all verifications and audits;
- k) Contractor safeguards A.Hak against any and all claims of tax authorities and or Dutch employee insurance agency UWV with regard to the withholding and/or levies of income tax and/or social premiums (both the employer's and employee's contributions) including any owed interest, enforcement costs, collection costs and administrative fines;
- l) If the invoice amount consists of more components than labour wages alone, for instance for machine rentals, the invoice amount must be split in an amount for wages and an amount for other expenses;
- m) Contractor will have each invoice accompanied by a properly completed man-hours register that mentions the personal government issued registration number (for Dutch residents 'BSN');
- n) Contractor will submit to A.Hak a copy of a photo identify card or passport of deployed Personnel prior to commencing the work;
- o) Contractor is obliged to impose all unabridged requirements to all parties with which he enters into agreements.

**32.2** If Contractor does not meet or does not timely meet the requirements set forth in paragraph 1, A.Hak is entitled to suspend all payments until Contractor has met said obligations.