



General Purchasing Conditions A.Hak 2023

V1.2

General Provisions

Definitions

Unless a specific context indicates otherwise, capitalised words and expressions in these General Purchasing Conditions shall have the following definitions:

Customer

Any entity that is part of the A.Hak Groep B.V., headquartered in Tricht, the Netherlands, which uses these conditions in its role as customer.

Specifications:

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

Services:

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

Principal Work:

The Work (to be) performed by A.Hak for its Principal.

Secondment:

Staff members of Contractor hired by A.Hak based on an Agreement between A.Hak and Contractor.

Delivery:

The delivery of Products as well as any assembly or installation thereof based on the Agreement.

Acceptance:

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

Order:

The order (to be) issued by A.Hak to Contractor to perform Work and/or deliver Services and/or Products and/or to second Staff members based on the Agreement.

Contractor:

the (potential) counterparty to A.Hak, which will be a (sub)contractor for Work, perform Services, deliver Products and/or second Staff Members based on the Agreement.

Agreement:

The agreement between A.Hak and Contractor, which may be compiled, with respect to a Work, Products, Services, secondment of Staff members or a combination thereof, including all corresponding documents and appendices.

Staff (members)

People employed or hired by Contractor who are or shall be seconded to A.Hak based on a (secondment) Agreement.

Principal:

The party with which A.Hak enter(s)(ed) into a (building) agreement for the realisation of the Principal Work.

G-account

A bank account maintained by Contractor, which is a frozen account that can be solely used to pay payroll taxes or VAT payments to the relevant tax authorities.

Products:

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

Work:

The Work Contractor shall perform based on a Building Agreement ('Overeenkomst van Aanneming') as defined in Art. 7:750 Dutch Civil Code ('Burgerlijk Wetboek').

Purchase Order

An order issued for the purpose of procuring products or services from suppliers.

1. General

1.1 These General Purchase Conditions apply to every Agreement with a Contractor entered into by A.Hak relating to the purchase of Products, Services, Subcontracting for Work and Insourcing of Staff members, including any other obligation arising from any such Agreement, as well as every request for proposal issued by A.Hak.

1.2 These General Purchase Conditions consist of General and Special provisions. The General provisions apply to all Agreements between A.Hak and Contractor as per 1.1. Special provisions relate to and supplement the General Purchase provisions and apply to specific Agreements.

1.3 A.Hak expressly rejects the applicability of any general conditions or equivalents thereof on behalf of Contractor.

2. Offers and acceptance

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

2.2 The Agreement comes to exist upon the written acceptance of it by A.Hak, under the suspensory condition that the Principal has irrevocably granted the Principal Work to A.Hak and that Principal has accepted Contractor.

2.3 Customer is never bound by any verbal and/or written agreement between Contractor and members of staff of A.Hak if no purchase order has been issued.

2.4 If the content of the Order issued by A.Hak and the content of the confirmation thereof by Contractor deviate from one another, the content of the Order issued by A.Hak shall prevail.

2.5 If Customer commences with the performance of any work without having received a purchase order from A.Hak, any such work shall be performed at their own expense and risks.

3. Prices

3.1 All prices mentioned are in the euro currency and exclude any applicable value added tax / sales tax, unless agreed upon otherwise in writing.

3.2 Any changes to cost price components with respect to the Agreement, which may include prices of construction materials, auxiliary materials, labour costs, insurances, freight expenses, taxes, levies or other governmental measures, effectuating after the day on which the Agreement comes to exist, shall be borne by Contractor.

3.3 If measurable quantities shall be delivered, the Agreement shall describe the quantity as accurately as possible. If so required, Contractor shall deliver as many more or fewer units as the Agreement requires without

being entitled to a price modification. Any deviations must be reported in writing to A.Hak immediately.

4. General requirements for Contractor

4.1 Should Contractor become aware or suspect that any obligation arising from this Agreement cannot be (timely) fulfilled, he shall inform A.Hak about this immediately.

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

4.3 Outsourcing work or parts thereof to third parties is not permitted, unless the project leader of A.Hak has issued express written consent, accompanied by conditions in writing that shall be determined for this purpose.

4.4 Contractor will exclusively act on instructions issued by A.Hak and refrain from offering price quotes or offers to the Principal of A.Hak aimed at expanding or modifying the Agreement of A.Hak.

4.5 All persons performing work for Customer on behalf of Contractor, must at all times wear any and all personal protective equipment, which, as a minimum standard, complies with all locally applicable laws and regulations.

5. Liability and Insurances

5.1 With respect 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 Agreement lasts.

5.2 Contractor is liable for all direct damage and expenses, including consequential damage suffered by A.Hak as a result of a deficiency of Contractor in its compliance with its obligations arising from the Agreement. This includes any fines/rebates relating to the contract sum for the Principal Project and (extra)judicial expenses, as well as damages caused by any act or omission of Staff members and/or auxiliary personnel and/or people operating on behalf of Contractor, as well as damage caused by tangible items used by Contractor for the execution of the Agreement.

5.3 A.Hak is authorised to immediately and at the risk and expense of Contractor, reimburse and/or repair any damage caused by Contractor. The costs thereof, if applicable increased by the expenses paid by A.Hak for legal counsel and/or (extra)judicial proceedings, shall be reimbursed by Contractor to Customer without delay.

5.4 With respect to insurances, Contractor shall comply with the following obligations, each for an insured sum of at least € 2,500,000.

- a) If Contractor, based on the Agreement, performs design and/or engineering work, he shall obtain a professional liability insurance.
- b) If Contractor completes Work based on the Agreement, Contractor is required to obtain a Construction Allrisk (CAR) insurance. This insurance must be maintained for the entire duration of the Agreement as well as during the maintenance period.

5.5 With respect to chain liability and the Act on Combating Sham Arrangements ('Wet Aanpak Schijnconstructies') and the Workers Allocation by Intermediaries Act ('Waadi' / 'Wet

allocatie arbeidskrachten door intermediars'), Contractor is obliged to do the following within two weeks after signing the Agreement:

- a) issue a statement of payment behaviour every three months;
- b) issue an extract of its Trade Register registration which is no older than 12 months;
- c) issue a copy of its G-account agreement;
- d) issue a copy of its NEN-4400 certificate, if applicable;
- e) comply with its WAADI registration requirement;
- f) receive at least 40% of wage components paid by A.Hak, based on the Agreement on its G-account, for the purpose of safeguarding social security premiums and payroll taxes;
- g) ensure that the correct wage components are paid by separately stating this component on each invoice. If an invoice lacks such a statement, A.Hak shall pay a 40% default to the G-account;
- h) warrant to Customer its full and correct compliance with all social security and tax laws with respect to all work (to be) carried out for Customer;
- i) in the performance of Services, comply with all applicable laws and regulations as well as any applicable collective labour agreement;
- j) document in writing all agreements relating to employment conditions in a transparent and accessible way. Contractor will, if so requested, provide access to these agreements to the authorities and/or A.Hak and will fully comply with inspections and/or audits thereof;
- k) safeguard A.Hak against all possible claims of the (Dutch or other) tax authorities and/or the UWV (Netherlands Employees Insurance Agency) relating to the withholding and/or payment of payroll tax and/or social security premiums (both the employer and the employee components), including any related interest, administrative fines, execution and/or debt collection fees;
- l) include with every invoice, a properly completed man-day register which includes the social security number ('burgerservicenummer' / 'BSN') for all Staff members;
- m) fully impose all aforementioned requirements to parties with whom he enters into an agreement.

6. Payment

6.1 Payment shall take place within 60 calendar days after the invoice date.

6.2 A.Hak is entitled to suspend payments if the obligations of the Agreement and/or these general conditions are not being met. Any prior payment by A.Hak does not constitute approval or Acceptance of the Delivery or the Services.

6.3 A.Hak is authorised to offset owed invoice amounts with amounts owed by Contractor to A.Hak Groep B.V. or other entities of the A.Hak Groep B.V., regardless of whether these amounts are exigible.

7. Invoicing

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

- a) the name, address of and municipality in which Contractor is registered;
- b) the Agreement number and project number;
- c) the Purchase or Secondment order number;
- d) the correct A.Hak entity to which the invoice is addressed, based on the Purchase Order which states this entity. Any invoice submitted to an incorrect A.Hak entity shall be considered rejected and is therefore not processed;
- e) the Project and project site(s) to which the invoice applies;
- f) the IBAN and G-account number, 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 and/or Secondment order, signed on behalf of A.Hak by a duly authorised person. 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 man-hour overview which displays Staff member names and their social security numbers ('BSN').

7.3 Invoices not meeting the requirements of paragraphs 1 and 2 are rejected by A.Hak and shall not be processed.

7.4 Contractor shall, if so requested, provide reports based on a model issued for this purpose by A.Hak. Contractor shall submit these completed and signed reports to A.Hak for approval on a weekly basis.

8. Assignment prohibition

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 Dutch Civil Code ('Burgerlijk Wetboek'), any claims of Contractor on A.Hak owing to an existing or future Agreement. 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 Agreement by submitting a written declaration to that effect to Contractor, without requiring a notice of default.

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 means working in accordance with our values and behavioural rules. These values and rules,

encompassed in our Code of Conduct, provide clarity about what we may expect from one another and matters about which we can address one another. This Code of Conduct directs both the decisions and acts of A.Hak and its people. A copy of this Code of Conduct shall be sent if so requested.

10.3 Contractor shall familiarise himself with the stated principles and the Code of Conduct and will fully abide by them. Contractor ensures that the A.Hak Code of Conduct will apply to all Staff members of Contractor, as well as to any workers, advisors, contractors including sole traders / freelance professionals, and suppliers of Contractor.

10.4 Contractor is prohibited from employing personnel of A.Hak without the prior express written consent of A.Hak.

11. Industrial and intellectual properties

11.1 Contractor guarantees that the usage of Products, materials, constructions, drawings, etc., delivered by him, do not infringe on third-party intellectual property rights. Contractor will safeguard A.Hak against all claims made with respect to any possible infringement in this respect.

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

11.3 If, in the context of an Assignment 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 and accepted by A.Hak in advance.

11.4 To the extent that parties, deviating from the foregoing, expressly agree in writing that A.Hak obtains a license to use any of the aforementioned matters, this license shall be perpetual, exclusive and transferrable, and A.Hak shall 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 Agreement, the Specifications and the Principal Work.

12.2 Notwithstanding the provisions of the first paragraph, Contractor, (seconded) Staff members of Contractor and Staff members 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 Agreement or in any other way. At the end of the Agreement, 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 claim compliance and/or damage compensation.

13. Protection of personal data

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

13.2 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.

13.3 Contractor shall safeguard A.Hak against all third-party claims and 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

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. In such an event, Parties are 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 If, for any reason whatsoever, any dispute(s) arises between Customer and Contractor, Contractor is not authorised to suspend or modify its obligations arising from the Agreement.

15.2 If a dispute arises, Customer and Contractor 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 at liberty 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 Agreement shall be resolved by the Dutch district Court of Midden-Nederland, unless A.Hak, at its discretion, decided to let the dispute be arbitrated by the Arbitration Board for the Building Industry, in which case the courts shall not be competent.

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

Special Provisions for Work

16. Contract variations

16.1 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.

16.2 Unless expressly stated otherwise in the Agreement, the UAV 2012 or UAV GC 2005 applies to the performance of the Work.

17. Integration, Approval and Acceptance of Work

17.1 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.

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

17.3 Upon integration of the Work, A.Hak shall inform Contractor as soon as possible, but no later than within five business days, in writing, whether the Work has been Accepted or not. If Acceptance is withheld, A.Hak shall provide a written motivation stating its reasons for doing so.

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

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

17.6 This article applies similarly for partial deliveries.

17.7 In express deviation from the foregoing sections of this article 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.

18. Warranty and maintenance period

18.1 Contractor offers a five-year warranty period after the Acceptance date of the Principal Work, safeguarding that the Work carried out in the context of the Agreement is proper(ly 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.

18.2 In deviation from section 1 of this Article, Contractor remains, for a ten-year period after the Acceptance date of the Principal Work by the Principal, liable 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 Agreement, and if this can only be remediated or prevented by taking very costly measures.

18.3 If the Work proves not to meet the warranty conditions as set forth in sections 1 and 2 of this Article, 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.

18.4 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 if Contractor is not immediately able to complete this repair, 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.

18.5 With respect to Contractor liability for latent and hidden defects, in deviation from paragraphs 1 and 2, a twenty-year warranty term applies.

19. Transfer of risk and property

19.1 Contractor bears all risks for the Work until the Work is Accepted by A.Hak pursuant to article 18.

19.2 To the extent that Staff members of Contractor operate on the location of the Work, they do so at the risk and expense of Contractor.

19.3 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.

20 Vicarious liability

20.1 With respect 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 Agreement):

- a) Contractor is not allowed to outsource the work to any third parties without the written consent of A.Hak. The deployment of third-party staff members is also not allowed without such written consent. Said third parties expressly also include sole traders / freelance professionals;
- b) Contractor will submit to A.Hak a valid SCC** certificate, if subcontractor(s) are used and in all other cases a SCC* certificate. If a Work is performed on a petrochemical installation, Contractor will submit a SCC-P certificate.

Special Provisions for Products

21. Delivery

21.1 Unless agreed otherwise, Delivery takes place as "Delivery Duty Paid" pursuant to the Incoterms 2023 at the delivery location mentioned in section 2 of this Article.

21.2 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.

21.3 Delivery must take place at the time and date agreed upon, or within the time schedule as determined by A.Hak, which is binding, while observing section 5 of this Article.

21.4 If fewer Products are used than delivered based on changes of the Specifications or other circumstances not attributable to A.Hak, Contractor shall, at A.Hak's first request, accept unused against the sales price agreed upon, to the extent that these are standard trade products.

21.5 Product Packaging returned to Contractor are not invoiced to A.Hak or, respectively, credited to A.Hak.

21.6 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

five business days after delivery of the goods, the absence of which may lead to payment suspension by A.Hak.

22. Inspection and testing

22.1 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.

22.2 A.Hak is not required to inspect the Products on arrival. If 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).

22.3 If Products delivered by Contractor do not meet the Agreement requirements, A.Hak shall inform Contractor in writing as soon as possible, but no later than within ten business days.

22.4 Inspection or approval does not release Contractor from any requirement, warranty and/or liability arising from the Agreement or the law.

22.5 Costs incurred for A.Hak due to Product rejection shall be borne by Contractor.

23. Transfer of risk and property

23.1 All risks for Products to be delivered by Contractor are entirely borne by Contractor until A.Hak has accepted said Products based on article 22.

23.2 The property of Products transfers once they have been inspected and are approved by A.Hak as specified in article 22.

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

23.4 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.

24. Warranty and maintenance period

24.1 Contractor maintains a five-year warranty period after the Acceptance date of the Principal Work in which Contractor safeguards that the Products are usable for the purpose for which they are created and that they have no deficiencies in their design, construction, assembly and materials, and that they comply with all legal requirements and regulations.

24.2 If Products prove not to meet the warranty conditions as set forth in section 1 of this Article, 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.

24.3 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 repair work carried out at the risk and expense of Contractor and off-set all costs incurred by this event.

24.4 With respect to Contractor liability for latent and hidden defects, in deviation from sections 1 and 2 of this Article, a twenty-year warranty term applies.

Special Provisions for Services

25. Rates

A.Hak shall only pay Contractor the rate agreed upon in the Agreement. Contractor bears sole responsibility for all costs incurred by him during execution of the Order.

26. Contractor obligations

26.1 Contractor is required to, at his own expense, obtain and maintain a proper liability insurance for the Service(s) to be performed pursuant to article 5.2 of these general purchase conditions.

26.2 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 Agreement or commencing therewith without notifying A.Hak of such a deficiency, Contractor shall be liable for all subsequent damage suffered by A.Hak, including consequential and/or indirect damage.

26.3 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.

26.4 Contractor shall submit to A.Hak a copy of a valid SCC* certificate.

Special provisions for Staff member secondment

27. Contractor obligations

27.1 Contractor shall fully comply with all legal requirements and matters agreed upon towards Staff members. This means, amongst others, that Contractor, as the employer of each Staff member, must meet all its requirements based on the labour agreement between the Staff member(s) and Contractor unabridged. In this regard, Contractor shall ensure full payment of the salary and legally required deductions and levies.

27.2 Contractor warrants to A.Hak that all Staff members possess the certificates and qualifications required for performing the work for which they are deployed.

27.3 Contractor will safeguard A.Hak against all claims arising from non-compliance with the provisions in sections 1 and 2 of this Article. Contractor also safeguards A.Hak against all third-party claims relating to damage caused by Staff Members in the performance of their work.

28. Rates

28.1 All rates are indicated per unit and are exclusive of VAT. The rate is fixed and includes all costs and expenses.

28.2 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 Agreement. Any overtime surcharge shall only apply to the wage component of the rate.

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

29. Replacement of seconded Staff members

29.1 If a Staff member is absent for more than five business days, Contractor will ensure that a replacement will be made available as soon as possible, but no later than within two additional business days. The professional competencies of the replacing Staff member must be equivalent to the absent Staff member.

29.2 If a replacing staff member with similar competencies cannot be deployed within two business days, a Staff member with lesser competencies can be proposed to replace the absent Staff member. This deployment requires the prior approval of A.Hak.

30. Direct employment of insourced staff

30.1 Unless and to the extent that no other Agreements were made, A.Hak is authorised to directly employ any Staff member without any extra charge against conditions negotiated in advance.

31 Recipients' liability

31.1 With respect to the recipients' liability 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 Agreement:

- a) Submit to A.Hak a copy of a valid SSC*/VCU (employment agency safety checklist) certificate.
- b) If the invoice amount consists of more components than only the wage of the Staff member, such as rental fees for machinery, the invoice must state separate components for wages and other expenses.