

Standard terms and conditions of purchase Van Wijnen Components B.V.

Version 2021

Article 1 Definition of terms

- 1.1 STC:**
These standard terms and conditions of purchase of Van Wijnen Components B.V.
- 1.2 Specification**
The conditions for - or the technical description of - a structure, the Goods and - if agreed - the services and/or activities and all associated and corresponding documents.
- 1.3 NCC:**
The Netherlands Civil Code.
- 1.4 Contractor:**
The party with which the Client concludes a Contract.
- 1.5 Client:**
Van Wijnen Components B.V. or its associated parties, being Van Wijnen Smart Structures B.V., Van Wijnen Smart Frames B.V., Van Wijnen Smart Spaces B.V. and Van Wijnen Fijn Assembleren B.V.
- 1.6 Contract Sum:**
The price of the Performance agreed by the Parties and recorded in the Contract.
- 1.7 Contract:**
The agreements between the Parties recorded In Writing, by which means the Contractor undertakes to the Client to deliver the Performance.
- 1.8 Force Majeure:**
A situation as a result of which the Contract cannot be fulfilled temporarily or otherwise, which is not attributable to the Contractor within the meaning of Section 6:75 NCC. Force Majeure on the part of the Contractor does not include in any case:
Shortage of staff, strikes, illness of staff, delayed delivery or unsuitability of goods required for the Performance, shortage of raw materials, transport problems, shortcomings of third parties engaged by the Contractor, faults in the Contractor's production and liquidity or solvency problems of the Contractor, delays or increases in costs that are in any way the result of Covid-19/Coronavirus or government measures associated with Covid-19/Coronavirus in the Netherlands or abroad.
- 1.9 Parties:**
The Client and the Contractor.

- 1.10 Workers:**
Personnel of the Contractor and of third parties engaged by the Contractor.
- 1.11 Performance:**
What the Contractor shall supply on the basis of the Contract: Goods and - if agreed - services and/or work and all associated legal or other acts and/or formalities.
- 1.12 Principal:**
The party with which the Client concludes a contract on the basis of which the Client concludes the Contract with the Contractor.
- 1.13 Written/In Writing:**
Any form of communication either by post, email or other electronic data traffic.
- 1.14 Default:**
A situation where the Contractor 1) failed to comply with the Contract and did not comply within the reasonable period imposed by the Client, or 2) did not deliver the Performance in accordance with the schedule, 3) is in default on the basis of Section 6:83 (b) or (c) NCC, or 4) where the Client, in view of the circumstances of the case, cannot reasonably be required to issue a notice of default to the Contractor In Writing or otherwise.
- 1.15 Goods:**
The physical objects, either fitted or produced for the Client, to be supplied by the Contractor in the context of the Contract.
- 1.16 Digital building site registration system:**
The digital system for the registration and identification of the Workers and visitors of construction sites and projects; on adopting these STC, the Client uses 2021 BPCI.
- 1.17**
The definitions of terms applied in this article also apply to the Contract.

Article 2 Scope of the STC

- 2.1**
The STC apply to requests, quotations, order confirmations, the Contract and any other documents that pertain to the Performance.
- 2.2**
Additions to or deviations from the STC may only be agreed In Writing.
- 2.3**
The Client expressly rejects the applicability of the Contractor's standard terms and conditions.

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Article 3 Compliance with legislation and regulations

3.1 The Contractor guarantees that he complies with all the national and international legislation and regulations relevant to the Performance and/or the Goods at all times, including EU Regulations, even when this legislation and regulations are not referred to explicitly in the Contract or the STC.

Article 4 Contractor's duty of warning

4.1 The Contractor shall warn the Client In Writing on time of apparent inaccuracies and/or lack of clarity in the documents provided by the Client.

4.2 If the Contractor fails to comply with the warning referred to in Article 4.1 of the STC, the Contractor cannot subsequently invoke those errors or missing elements and the Contractor shall be liable for all the consequences thereof.

4.3 The Contractor shall inform Van Wijnen on time of any changes that may affect the Contractor's business or the interests of Van Wijnen.

Article 5 Data, personal data and privacy

5.1 Insofar as the Client processes data, this shall be in accordance with privacy regulations.

5.2 Insofar as the Client and the Contractor exchange personal data for the implementation of the Contract, the Contractor shall comply with privacy regulations. This includes in any case the General Data Protection Regulation (GDPR, EUR Regulation 2016/679), even if the Contractor is based outside the EU.

5.3 The Contractor shall take the required security measures to comply with privacy regulations. This includes in any case the GDPR, even if the Contractor is based outside the EU. At the Client's request, the Contractor is obliged to inform the Client immediately of his security measures In Writing.

5.4 The Contractor is obliged to inform the Client of any data breaches - that involved personal data where the Client is the controller within the meaning of the GDPR - no later than within 24 hours.

5.5 The Contractor shall inform Van Wijnen immediately of any complaints, requests, or requests for information, including requests to rectify, erase or restrict personal data. The Contractor shall not answer immediately, except and insofar as on the specific instructions of Van Wijnen.

Article 6 Confidentiality

6.1 The Contractor is obliged to maintain confidentiality in respect of third parties with regards to the Contract, the Performance and anything associated therewith, unless the Contract or the nature of the Performance dictate otherwise. The Contractor shall only use the information and data provided to him to implement the Contract. The Contractor is not permitted to use the Client's name in digital or other publications, adverts or to use the Client's name in any other way, unless he received Written permission from the Client.

6.2 It is only possible to deviate from the duty of confidentiality with Written permission from the Client. The duty of confidentiality continues to apply to the Contractor even after the end of the Contract.

6.3 A breach of the duty of confidentiality means the Contractor forfeits an immediately payable fine of € 50,000, without prejudice to the Client's other rights, including the right to claim damages.

6.4 The Contractor shall impose the obligations set out in this Article on the Workers. The Contractor shall also require the Workers to pass on the obligations set out in this Article by means of a perpetual clause to third parties engaged by them.

Article 7 Rank order

7.1 In the event of conflicts between documents, the following order applies:

- a. A new document takes precedence over an old one.
- b. A description takes precedence over a drawing.
- c. A special rule takes precedence over a general rule, where a takes precedence over b and c, and where b takes precedence over c.

Article 8 Applicable law and disputes

8.1 The STC and this Contract are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is excluded explicitly.

8.2 Should a dispute arise between the Parties, the boards of the Parties enter into consultation to arrive at a solution.

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8.3 If the consultation does not lead to a solution and dispute settlement is required, the dispute shall be put before the competent court in Utrecht. This court is authorised exclusively to take cognisance of disputes between the Parties.

Article 9 Forming the Contract

9.1 Prior to concluding the Contract, the Contractor shall make an offer that complies with the Specifications given by the Client. This offer is irrevocable, unless the offer demonstrates unambiguously that it can be revoked.

9.2 The Contractor shall report any deviations from the Client's Specifications In Writing in advance. The deviations only apply following Written approval from the Client.

9.3 The Contract shall only be formed In Writing. Any amendment to the Contract shall also be exclusively In Writing.

9.4 Prior to the actual implementation of the Contract, the Contractor shall send a lawfully signed copy of the Contract to the Client, including appendices where applicable.

9.5 If the Contract is concluded with two or more natural persons or legal entities, they are severally liable for fulfilling the Contract.

Article 10 Contract sum, invoicing and payment

10.1 The Contract sum is fixed for the term of the Contract. Changes to prices; wages; transport, packaging or other costs; social-security contributions; taxation or other cost-increasing circumstances do not change the Contract Sum.

10.2 The Contractor ensures that the Client has received the invoice no later than fourteen days from the implementation of the Performance.

10.3 The payment term is sixty days from the invoice date.

10.4 The Client pays the invoice if, insofar as applicable to the Performance,;

- the invoice, including appendices, was approved;
- the man-days record was completed in full;
- the implementation of the Performance was recorded by the Client.

Invoices that do not comply with the above requirements are not processed.

10.5 If the Parties agreed a maintenance period, as referred to in Article 29 of the STC, the Client is entitled to deduct 5% from the Contract Sum during the maintenance period as security for the Contractor's compliance with his obligations.

10.6 If the Client is severally liable for wage tax and social-security contributions on the basis of the Collection of State Taxes Act 1990 (WKA), in addition to Article 10.4, the Contractor shall note the following on the invoice:

- a. Size of the wage-cost component;
- b. The wording 'VAT reverse charged';
- c. The VAT number of the Client and the Contractor.

Article 11 Unit prices and quantities

11.1 If applicable to the Performance, the unit prices and hourly wages applied by the Contractor are also recorded in the Contract.

11.2 If offsetable quantities are used, the unit prices that are applied are recorded in the Contract.

11.3 The parties jointly determine the offsetable quantities by measuring in the work and/or the work drawings.

11.4 Only the actual net quantities used in the work are charged.

Article 12 Engaging third parties

12.1 If a Contractor wishes to charge a third party with the full or partial implementation of the Contract, he shall ask prior Written permission from the Client.

12.2 The Contractor ensures that all relevant obligations from the Contract are passed on as a whole to that third party.

12.3 The permission as referred to in Article 12.1 of the STC does not discharge the Contractor from his own liability in respect of the Client.

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Article 13 Engaging third parties - relevant legislation and regulations

- 13.1** The Contractor guarantees that he complies with legislation and regulations concerning the performance of work and employing Workers, including in any case the Wage Tax and Social Insurance Contributions (Liability for Subcontractors) Act, the Act to control employment law and tax evasion schemes, the Foreign Nationals (Employment) Act, the Assessment of Employment Relationships (Deregulation) Act, the Replacement of Personnel by Intermediaries Act, the Balanced Labour Market Act, the Terms of Employment Posted Workers in the European Union Act, the Posted Workers Online Notification and the amended European Union (EU) Directive for posted workers.
- 13.2** If, on implementing its Performance, the Contractor uses Workers that could be qualified as self-employed persons, the Contractor shall ensure a proper check of the requirements imposed on self-employed persons, including a model agreement approved by the Dutch Tax and Customs Administration concluded with those Workers.
- 13.3** The Contractor imposes the obligations referred to in Articles 13.1 and 13.2 of the STC as a perpetual clause on all parties engaged by or via it, either Dutch or foreign, including self-employed persons and intermediaries who provide personnel. Employees of those parties are not qualified as the Contractor's own personnel.
- 13.4** If the Contractor can be qualified as a temping agency, it has to be NEN 4400-1/4400-2 certified and registered in the Register of Companies as a business that makes personnel available (Waadi).
- 13.5** All the information requested from the Contractor shall be provided to the Client at his first request.
- 13.6** The Client shall be given the opportunity to comply with its duty to ascertain that the Contractor acts in accordance with legislation and regulations.
- 13.7** Costs and/or fines that result from incorrect, incomplete information and/or information that was provided late or from not complying with legislation and regulations shall be charged to the Contractor.

- 13.8** The Contractor indemnifies the Client against damage resulting from or associated in any way with a failure to comply or incomplete compliance with the legislation referred to in this Article.

Article 14 Liability of the Contractor

- 14.1** If the Contractor or a third party engaged by the Contractor is in Default, as described in 1.14, or causes damage in any other way, the Contractor is liable in respect of Van Wijnen for any resulting damage suffered by Van Wijnen.
- 14.2** The Client is entitled, but not obliged, to compensate and/or repair all damage caused by the Contractor or a third party engaged by the Contractor immediately and at the risk and expense of the Contractor. All costs shall be repaid immediately by the Contractor to the Client or may be deducted from the Contact Sum by the Client.
- 14.3** The Contractor indemnifies the Client against all claims by third parties, including the Principal. If two or more Contractors are a joint party to the Contract, they are severally liable for full compliance and the resulting consequences.
- 14.4** Without prejudice to the right to claim damages, the Client shall be entitled to collect an immediately payable fine of 0,5% per day from the day of the Default, with a maximum of 10% of the amount payable by the Client on the basis of the Contract.

Article 15 Insurance

- 15.1** The Contractor is bound to conclude insurance for his liability to the satisfaction of the Client.
- 15.2** The Contractor shall pay the premium in advance for the duration of his work and shall prove to the satisfaction of the Client that any payments shall be made directly to the Client. Failing which the Client is entitled to dissolve the Contract, without prejudice to the Client's other rights.
- 15.3** The Client is entitled to request a copy of the policy.

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Article 16 Power of dissolution

- 16.1** The Client is entitled to dissolve the Contract in full or in part, without requiring any notice of default, if a notice from the Contractor demonstrates that:
- The Contractor is in Default as referred to in Article 1.14 of the STC;
 - The Contractor is bankrupt, applies for a composition or is placed under administration, under management or under guardianship;
 - The assets of the Contractor have been subject to an interim third-party debt order or a judicial seizure;
 - The Contractor ceases his business operations;
 - The Contractor transfers control over his business to a third party and the implementation of the Contract may be impeded by this in the opinion of the Client;
 - The Contractor is prohibited from complying with the Contract due to Force Majeure for a period of more than thirty days.
- 16.2** The dissolution option set out in Article 16.1 of the STC is without prejudice to the Client's right to have the Contract implemented further.
- 16.3** In the event of dissolution of the Contract on the basis of one of the reasons set out in Article 16.1 of the STC, the Client is entitled to recover the damage from the Contractor, whether or not by means of offset as set out in Article 18.1 of the STC.

Article 17 No transfer and no right of retention

- 17.1** Without prior Written permission from the Client, the Contractor cannot assign claims resulting from the Contract on the Client to third parties, encumber those with limited rights, or transfer those under any other title. The Client may attach conditions to this permission.
- 17.2** Article 17.1 has a property-law effect within the meaning of Section 3:83 (2) of the NCC.
- 17.3** The Contractor does not have a right of retention as referred to in Sections 3:290-295 NCC, unless the Client is in Default in respect of payment of undisputed invoices.
- 17.4** The Contractor stipulates from third parties he engages, that they do not have the rights as referred to in Article 17.3 of the STC.

Article 18 Power of offset and suspension

- 18.1** The Client is entitled to offset claims, due and payable or otherwise, on the Contractor with anything the Client or his associated companies are liable to pay the Contractor on the basis of other agreements. The Contractor is never entitled to any offset.
- 18.2** The Client is entitled to suspend compliance with his obligations when the Contractor is in default in compliance of the Contract in the opinion of the Client.

Article 19 Schedule – strict deadlines

- 19.1** A schedule set out in the Contract is binding to the Contractor.
- 19.2** The dates referred to in the schedule apply to the Contractor as strict deadlines within the meaning of Section 6:83 (a) NCC.
- 19.3** The Client is entitled to amend the schedule and/or to amend the order of the Goods and/or to determine the time of delivery in more detail, whether or not on call, if it deems desirable. In that event, the Contractor is not entitled to damages and/or compensation for costs, unless the costs for the Contractor are increased significantly at the Client's discretion.
- 19.4** The Contractor reports the impending exceeding of the delivery time to the Client immediately In Writing.
- 19.5** The Contractor is not authorised to suspend the Performance in the event the Client fails to comply with one of his obligations.

Article 20 Guarantee

- 20.1** The Contractor provides guarantees for the Performance and the Goods, as provided in the Contract.
- 20.2** If the Contract does not contain any guarantee provisions, the following applies:
- The Contractor guarantees that the Goods and/or the Performance comply with the Contract;
 - The Contractor guarantees that the Goods are complete and ready for use;
 - The Contractor shall ensure that all parts, auxiliary materials, appliances, tools, spare parts, certificates, instructions for use and manuals (in the Dutch language) required for the purpose indicated by the Client In Writing will be supplied, even if they are not named;

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- d. The Contractor guarantees that the Performance complies with all relevant national and international legislation and regulations regarding quality, environment, health and safety for example;
- e. Unless agreed otherwise In Writing, the guarantees referred to under a-d apply for a period of two (2) years, to be calculated from the date the Goods are installed at the customer of the Client;
- f. An agreed guarantee period restarts after acceptance of the implemented repair, the replacement or addition governed by the guarantee provisions;
- g. This Article does not discharge the Contractor from his liability for hidden defects to the Goods, or a Performance that was unfit for purpose but remained hidden and became apparent after the guarantee period, however no longer than four (4) years from expiry of the guarantee period.

20.3 Irrespective of whether this is recorded in the Contract, the Contractor's guarantee obligation also includes reimbursement of damage or costs associated with a guarantee claim, or in any other way the result of a breach of Articles 20.1 and 20.2 of the STC.

20.4 Defects that come under the guarantee and were reported inside the guarantee period to the Contractor, are remedied by the Contractor no later than two weeks after having been reported.

20.5 Unless it concerns Force Majeure on the part of the Contractor, guarantee claims that are not remedied within the period set out in Article 20.4 of the STC, shall be remedied by the Client. In that case all damage shall be recovered from the Contractor.

20.6 In the event of an impending composition or bankruptcy of the Contractor, the Client is entitled to deduct a reasonable amount determined by it, of at least 5% of the Contract Sum, from the Contract Sum as financial compensation for the loss of guarantee entitlements.

20.7 An agreed guarantee period restarts after acceptance of the implemented repair, the replacement or addition governed by the guarantee provisions.

Article 21 Copyright, intellectual and industrial property rights, use of documents

21.1 Data carriers and documents provided by the Client to the Contractor remain the property of the Client. The documents may not be copied by the Contractor or made available to third parties, unless this is required for the Performance.

21.2 Data carriers and documents shall be deleted by the Contractor at a first request or returned to the Client.

21.3 The Contractor indemnifies the Client against claims by third parties due to breach of copyright and/or industrial rights and/or patent rights in the context of implementing the Contract.

21.4 The Contractor guarantees Client's free and undisturbed use of the Goods.

21.5 If the Contractor wishes to use documents of the Client in the context of digital or other publications, prior permission shall be requested.

Article 22 Drawings and calculations Contractor and Electronic Data Interchange System (EDI)

22.1 If the Contractor provides models, drawings and calculations, all details shall comply with the SBR detail standards.

22.2 Irrespective of approval by the Client, the Contractor remains liable for drawings and calculations provided by or on behalf of the Contractor.

22.3 At first request, the Contractor shall make all electronic data/documentation pertaining to his Performance available to the Client at his expense, on a digital or other data carrier to be designated by the Client and in a format to be determined by the Client whilst stating *plot styles* if applicable.

22.4 If the Performance is to be implemented in BIM, the Contractor acts in accordance with the Client's BIM protocol, which shall be appended to the Contract as an appendix.

22.5 The Client is free to use this documentation, including multiplication for internal use or for use in his manuals.

22.6 At the Client's first request, the Contractor shall set up an Electronic Data Interchange System (EDI) that is compatible with the Client's system.

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- 22.7** The parties deem information that is sent and/or shared via the EDI to be written communication.
- 22.8** Information and/or documents shared by the Contractor via EDI may be stored, printed and copied by the Client.

Article 23 Materials, tests, inspections

- 23.1** If Goods are to be inspected, the Contractor shall store them in such a manner so as inspection can take place.
- 23.2** Goods can only be delivered following acceptance/approval by or on behalf of the Client.
- 23.3** During the implementation of the Contract, the Client is entitled to require a test sample/pilot set-up, to sample, inspect and/or test parts or materials.
- 23.4** The Contractor shall grant full cooperation free of charge if the Client uses the option set out in Articles 23.1 and 23.2.
- 23.5** If an inspection as referred to in this Article cannot take place at the agreed time due to the acts of the Contractor, or if the inspection has to be repeated, the costs resulting for the Client shall be at the Contractor's expense.
- 23.6** In the event part or all of the Goods and/or the Performance is rejected, the Contractor shall ensure repair within five working days, unless agreed otherwise In Writing.
- 23.7** If a Contractor is unable to comply with the obligation set out in Article 23.6 of the STC, the Client is entitled to have this carried out and/or delivered by a third party at the Contractor's expense.
- 23.8** If the Contractor does not collect the rejected Goods within five days or another agreed period, the Client is entitled to return the Goods to the Contractor at the Contractor's expense.

Article 24 Delivery

- 24.1** Delivery shall take place at the agreed location and at the agreed time in accordance with the agreed terms and conditions of delivery. If nothing has been agreed on this issue, the delivery shall be DDP (Incoterms 2020).
- 24.2** The Client reserves the right to postpone the delivery. In such a situation, the Contractor shall store, preserve, secure and insure the Goods properly packaged, separately and recognisably.
- 24.3** The Contractor shall provide the delivery with the purchase-order number of the Client. Deliveries that do not have the purchase-order number shall not be accepted.

Article 25 Transfer of risk and ownership

- 25.1** The ownership of the Goods transfers to the Client after they have been delivered and - if agreed - fitted and/or installed.
- 25.2** If the Client provides the Contractor with materials such as raw materials, auxiliary materials, tools, drawings, Specifications and software to enable him to comply with his obligations, those items will remain the property of the Client under all circumstances. The Contractor shall store those materials and mark them as the property of the Client in a manner recognisable by third parties. The materials are deemed to be in good condition and in accordance with the required Specifications, unless the Contractor complained In Writing within a reasonable time following receipt.
- 25.3** The risk of Goods transfers to the Client at the time delivery and approval of the Goods took place in accordance with Article 23 of the STC. Without prejudice to the provisions of Article 20 of the STC and the other obligations of the Contractor.

Article 26 Additional work

- 26.1** Any contract variations shall be reported prior to their performance by the Contractor to the Client, including the consequences for price and planning.
- 26.2** Additional work can only be carried out after the Contractor has received Written Instructions from the Client.
- 26.3** Additional work is invoiced separately in accordance with the provisions of Article 10 of the STC.
- 26.4** If the Contractor fails to comply, the additional work is at his expense.

Article 27 Safety

- 27.1** The Contractor shall take measures regarding health, safety and wellbeing of persons in accordance with legislation and regulations and the state of the art, insofar as applicable to the Contract and/or the Performance and/or the Goods.
- 27.2** The material or tools and equipment to be used by the Contractor at the work shall comply with the requirements pursuant to applicable legislation and regulations. Upon request, the Contractor shall submit inspection certificates to the Client.

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- 27.3** The Contractor is responsible for instruction and adequate supervision of health and safety at work.
- 27.4** Unless agreed otherwise, the Contractor ensures the required tools and equipment, including the customary Personal Protective Equipment (PPE).
- 27.5** The Contractor ensures that a Dutchspeaking person is in attendance during the implementation of the Performance. The name of this person shall be known to the superintendent of the Client.
- 27.6** The Contractor shall only use competent, certified and/or qualified personnel to implement the Performance.
- 27.7** The Contractor shall take cognisance of the building site regulations, the project plan and/or the H&S plan of the Client and any other applicable regulations and shall comply with those.
- 27.8** The Contractor cooperates with the inventory of the risks that are associated with the implementation of the Performance and shall take adequate measures to remove these risks in accordance with the occupational health strategy.
- 27.9** The Contractor shall remedy unsafe situations immediately and shall report those to the Client, even if it concerns the work of third parties engaged by him.
- 27.10** The Contractor reports accidents immediately to the Client and shall prepare an accident report. This report shall be issued to the Client within 24 hours. This report shall be accompanied, or otherwise as soon as possible, by a note of the duration of the absence in calendar days as a measure of the seriousness of the accident.
- 27.11** In the event of fines and/or punitive measures (stoppage of the work) that are imposed on the Client and/or the Principal in connection with non-compliance with H&S rules by or on behalf of the Contractor, they shall be recovered from the Contractor.
- 27.12** The Contractor shall participate actively in studies focused on: (i) Improving safety awareness and (ii) causes of accidents and near-accidents.
- 27.13** The Contractor shall participate in the specific safety introduction, safety instructions, meetings and training in the area of safety that are organised by the Client.
- 27.14** The Contractor shall provide first responders for the Workers. There shall be at least one first responder present. If this is not possible, this shall be coordinated with the superintendent of the Client.

Article 28 Environment and sustainability

- 28.1** The Contractor is responsible and liable for a proper disposal and/or processing of surplus materials and waste. The Contractor indemnifies the Client against all claims by third parties in that respect.
- 28.2** The Contractor shall take measures to prevent damage and/or contamination on or to the work.
- 28.3** The Contractor is certified for ISO 14001, CO2 Performance ladder. The Contractor shall act accordingly.
- 28.4** If the Performance concerns FSC or PEFC certified wood or wood products, the Contractor shall notice the Chain of Custody (CoC) number on the delivery slip and the invoice (quantity and extent). After carrying out the Performance, the Contractor shall provide a list of the deliveries and the Specifications. The Contractor shall inform the Client immediately In Writing of interim changes in product groups and/or the CoC number.
- 28.5** When wood is delivered from outside the EU (under EUTR), the Contractor shall provide the Client with access to the origin of the wood at any time, including the identification of the material/product, place of harvest and harvest concessions. When wood is delivered from inside the EU, this access obligation only applies when third parties show, without substantiation, that the Contractor's wood product could originate from a controversial source.
- 28.6** The Client has a target of "0 waste in 2025" and expects a proactive role from the Contractor to achieve this target. Packaging shall be recyclable and pallets shall be reused. Residual materials must be proven suitable for use as raw material.

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Article 29 Packaging

- 29.1** The Contractor shall package the Goods at his expense in a manner suitable for the Goods to ensure they reach their destination in good condition and without damage.
- 29.2** The Contractor is liable for damage caused by insufficient or inadequate packaging.
- 29.3** The Contractor is responsible for processing or destroying transport packaging materials. If packaging materials are destroyed or processed by the Client at the request of the Contractor, this is at the risk and expense of the Contractor.
- 29.4** The Contractor shall ensure that the transport packaging materials are removed at his risk and expense.

Article 30 Use of Client's material

- 30.1** If the Contractor has made use of material or tools and equipment made available by the Client, the Contractor is responsible for the correct use and adequate maintenance. In the event of damage, loss and/or theft, the Contractor is liable for the damage.

Article 31 Work site - identification and registration

- 31.1** The Contractor has a representative at start-up meetings and 10-minute meetings.
- 31.2** The Client uses the digital building site registration system for the identification and registration of the Contractor's Personnel.
- 31.3** The Contractor ensures that the obligation to comply with the digital building site registration system is imposed on every other party in the construction chain, to ensure it is clear which parties and Workers are present at the building site and what their mutual relationships are.
- 31.4** The Contractor ensures that a Worker is registered before the start of the work. All the required documents and/or data shall be entered into the digital building site registration system prior to the start of the activities. Every third party engaged by the Contractor shall register his own personnel.
- 31.5** Workers that have not been registered in full or on time shall be denied access to the building site.
- 31.6** The Contractor ensures that the Workers always have a valid passport and identity card with them and, if applicable, a document with a valid note for entitlement to work in the Netherlands.

- 31.7** The Contractor ensures that the Workers are familiar with and comply with the registration procedure of the digital building site registration system.
- 31.8** The Contractor grants full cooperation with checking compliance with the digital building site identification and registration system.
- 31.9** The Contractor indemnifies the Client against damage resulting from failing to comply or incomplete compliance with the legislation referred to in this Article.

Article 32 Maintenance period

- 32.1** If a maintenance period has been agreed, the Contractor shall deal with defects within two weeks of reporting.
- 32.2** Unless it concerns Force Majeure on the part of the Contractor, defects that are not remedied within the period set out in Article 29.1 of the STC, shall be remedied by the Client. In that case all damage shall be recovered from the Contractor.

Article 33 Integrity

- 33.1** On implementing the Contract, the Contractor acts in accordance with the corporate code of the foundation for the assessment of the integrity of the building sector *Stichting Beoordeling Integriteit Bouwnijverheid* (SBIB).

Article 34 Termination

- 34.1** In the event an agreement was formed between the Parties for a fixed or an indefinite period, the Client is always entitled to terminate this with due regard to a reasonable period of notice for whichever reason. In the event of termination, the Client is not liable for any damages or compensation.

Article 35 Language

- 35.1** The Dutch version of these standard terms and conditions of purchase is the only authentic text. In the event of conflict between the Dutch text and a translation into another language, the Dutch version prevails.