

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

Version 2022

Article 1 Definitions

1.1 **Agreement:**

The terms agreed between the Parties and laid down in Writing subject to which the Contractor undertakes towards the Client to render the Performance.

1.2 **Client:**

Van Wijnen Components B.V. or its affiliates, i.e. Van Wijnen Smart Structures (2.0) B.V., Van Wijnen Smart Frames B.V., and Van Wijnen Smart Spaces B.V.

1.3 **Contract Price:**

The price for the Performance agreed between the Parties, as laid down in the Agreement.

1.4 **Contractor:**

The party with whom the Client enters into an Agreement.

1.5 **DCC:**

The Dutch Civil Code.

1.6 **Default:**

Any situation in which the Contractor 1) fails to perform the Agreement and has not remedied this failure within a reasonable period stipulated by the Client; 2) has not rendered the Performance in accordance with the planning; 3) is otherwise in default pursuant to Section 6:83 DCC, or 4) in which the Client cannot reasonably be expected, given the circumstances of the incident, to first hold the Contractor in default (in Writing).

1.7 **Force Majeure:**

Any situation which (temporarily) prevents the performance of the Agreement, and which may not be held against the Contractor, as provided in Section 6:75 DCC. Force Majeure on the part of the Contractor does not include: Shortage of personnel; strikes; absence of personnel; late delivery or unsuitability of goods required for the Performance; shortage of raw materials; transport difficulties; non-compliance by third parties contracted by the Contractor; disruptions in the production at the Contractor; and liquidity or solvency problems of the Contractor and delays or cost increases caused in any way by the COVID-19/ corona pandemic and the government measures taken against it, both in the Netherlands and elsewhere.

1.8 **Goods:**

The material objects to be delivered by the Contractor under the Agreement, whether or not assembled or manufactured, for the benefit of the Client.

1.9 **GTCP:**

These General Terms and Conditions of Purchase of Van Wijnen Components B.V.

1.10 **Parties:**

Client and Contractor.

1.11 **Performance:**

Anything the Contractor is required to provide under the Agreement: Goods, and - if so agreed - services and/or work, and any related legal and other acts and/or formalities.

1.12 **Specifications:**

The terms for and technical description of the Goods and - if so agreed - services and or work and all associated and related documents.

1.13 **Written/In Writing:**

Any form of communication, be it via mail, email or any other electronic data traffic.

The definitions used in this Article also apply to the Agreement.

Article 2 Applicability of the GTCP

2.1 The GTCP are applicable to all requests for quotations, offers, order confirmations, the Agreement, and to any other documents related to the Performance.

2.2 Any additions to or changes in the GTCP are only valid if agreed in Writing.

2.3 The applicability of any general terms of conditions of the Contractor is expressly excluded.

Article 3 Compliance with laws and regulations

3.1 The Contractor warrants that it complies with all national and international laws and regulations (including EU law) applicable to the Agreement and the Performance, as they are in force on the date of signing the Agreement, at all times, also if these laws and regulations are not specifically mentioned in the Agreement or the GTCP.

Article 4 Contractor's obligation to warn

4.1 The Contractor must timely warn the Client in Writing of any evident errors and/or discrepancies in the documents provided by the Client.

4.2 If the Contractor fails to warn the Client as required under Article 4.1 GTCP, the Contractor may not (subsequently) invoke these errors or discrepancies and shall be liable for any consequences thereof.

4.3 The Contractor must notify Van Wijnen/ the Client in advance of any changes to the Contractor's business that may affect Van Wijnen/the Client's interests.

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

Version 2022

Article 5 Data, personal data and privacy

- 5.1** Where the Client processes personal data, it does so in accordance with the privacy legislation.
- 5.2** Where the Client and Contractor share personal data in connection with the performance of the Agreement, the Contractor shall comply with all privacy legislation. This will in any event include the General Data Protection Regulation (GDPR, Regulation (EU) 2016/679), also if the Contractor is established outside the EU.
- 5.3** The Contractor undertakes to take all necessary security measures to comply with the privacy legislation. This will in any event include the GDPR, also if the Contractor is established outside the EU. The Contractor shall immediately notify the Client of these security measures in Writing at the latter's first request.
- 5.4** The Contractor is obliged to notify the Client of any data breaches involving personal data for the processing of which the Client is responsible under the GDPR within 24 hours.
- 5.5** The Contractor must notify the Client immediately of any complaints and requests for information it receives, or any other requests, including requests to rectify, delete or restrict the use of personal data. The Contractor may not respond to these requests itself, unless it has been specifically instructed by Van Wijnen/the Client to do so.

Article 6 Confidentiality

- 6.1** The Contractor undertakes not to disclose any information about the Agreement, the Performance, and anything related thereto to third parties, unless the Agreement or the nature of the Performance requires otherwise. The Contractor may only use the information and data it receives within the context of an Agreement in the performance thereof. The Contractor is not allowed to use the Client's name in digital or other publications, ads, or in any other way, without the prior written consent of the Client.
- 6.2** The duty of confidentiality may only be waived with the prior written consent of the Client. The duty of confidentiality continues to exist for the Contractor after the end of the Agreement as well.
- 6.3** For each breach of the duty of confidentiality the Contractor shall forfeit to the Client an immediately due and payable fine of €50,000, without prejudice to the Client's other rights, including the right to demand compensation.

- 6.4** The Contractor shall impose the obligations referred to in this Article on its Workers. The Contractor shall furthermore impose on any third parties engaged by it.

Article 7 Order of priority

- 7.1** In case of conflict between documents, the following order or priority applies:
- the most recent document takes precedence over older ones.
 - descriptions take precedence over drawings.
 - special arrangements take precedence over general arrangements, whereby a. ranks above b. and c., and b. ranks above c.

Article 8 Governing Law; Disputes

- 8.1** The GTCP and the Agreement are exclusively governed by and shall be construed in accordance with Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.
- 8.2** Any disputes arising between the Parties shall be settled between the Parties (i.e. their boards) in mutual consultation.
- 8.3** If these consultations are not successful and a dispute resolution is required, the dispute will be referred to the competent court in Utrecht, the Netherlands. This court shall have exclusive jurisdiction to hear all disputes between the Parties.

Article 9 Concluding the Agreement

- 9.1** Prior to concluding the Agreement the Contractor shall submit an offer that meets the specifications communicated by the Client. The offer is irrevocable, unless it clearly appears from the offer that it is revocable.
- 9.2** The Contractor shall notify the Client in advance in Writing of any changes made in the specifications communicated by the Client. Any such changes shall only be valid if accepted by the Client in Writing.
- 9.3** The Agreement shall only be concluded in Writing. Any changes in the Agreement must also be in Writing.
- 9.4** Before actually performing the Agreement the Contractor shall forward a duly, digitally signed copy of the Agreement to the Client, plus any schedules thereto.
- 9.5** If the Agreement is concluded with two or more natural persons or legal entities, each of these shall be jointly and severally obliged to perform the Agreement.

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

Version 2022

Article 10 Contract Price, Billing; Payment

- 10.1** The Contract Price is not subject to change during the term of the Agreement. Any changes in prices, wage costs, transport and packaging costs, social insurance contributions, taxes or other cost-increasing factors will not affect the Contract Price.
- 10.2** All invoices are payable within 60 calendar days of the date of the invoice.
- 10.3** The invoice will be paid by van Wijnen/the Client if (where applicable to the Performance): the invoice and any annexes thereto (scanned as one pdf file) are accepted.
- 10.4** If the Parties have agreed a defects liability period as referred to in Article 30 GTC, Van Wijnen may withhold 5% of the Contract Price during the defects liability period as security for compliance by the Contractor with its obligations.

Article 11 Unit Prices; Quantities

- 11.1** Where applicable to the Performance, the Agreement will specify the Contractor's unit prices and hourly wages.
- 11.2** If the quantities are offsettable, the unit prices laid down in the Agreement will be applied.
- 11.3** The offsettable quantities are determined between the Parties in mutual consultation by measuring in the work and/or in the working drawings.
- 11.4** Only the net quantities actually used in the work will be set off.

Article 12 Contracting third parties

- 12.1** The Contractor requires the prior Written consent of the Client to outsource the performance of the Agreement, or part of it, to a third party.
- 12.2** The Contractor shall ensure that all relevant obligations under the Agreement are fully imposed on the third party.
- 12.3** The consent referred to in Article 12.1 GTC does not release the Contractor from its liability towards the Client.

Article 13 Contractor's liability

- 13.1** If the Contractor or a third party contracted by the Contractor is in Default within the meaning of Article 1.14, or causes damage in any other way, the Contractor shall be liable towards Van Wijnen/the Client for any loss or damage Van Wijnen/the Client suffers as a result.

- 13.2** The Client will be entitled, but not be obliged, to compensate and/or remedy all damage caused by the Contractor or third parties engaged by the Contractor, at the expense and risk of the Contractor. The Contractor is obliged in that event to compensate all related costs to the Client, or the Client will be entitled to deduct the related costs from the Contract Price.
- 13.3** The Contractor agrees to indemnify the Client for any third-party claims. If two or more Contractors are jointly party to an Agreement, they will be jointly and severally liable for the full performance of the Agreement and the consequences thereof.
- 13.4** The Client may additionally, without prejudice to the right to claim compensation, collect an immediately due and payable fine equal to 0.5% of the amount payable by the Client under the Agreement for each calendar day that the Default continues, with a maximum of 10% of that amount.

Article 14 Insurance

- 14.1** The Contractor is obliged to take out liability insurance that is satisfactory to the Client.
- 14.2** The Contractor shall pay the full premium for this insurance in advance for the duration of the entire Performance and shall demonstrate to the Client's satisfaction that any pay-outs under the insurance policy will be paid directly to the Client. If the Contractor fails to do so, the Client may cancel the Agreement, without prejudice to its other rights.
- 14.3** The Client may demand a copy of the insurance policy.

Article 15 Right to cancel

- 15.1** The Client reserves the right to cancel the Agreement, or part of it, without giving notice of default, if it appears (from a statement made by the Contractor) that:
- a. the Contractor is in Default as referred to in Article 1.14 GTC;
 - b. the Contractor is declared bankrupt, has applied for suspension of payments, or is placed under administration or guardianship;
 - c. the Contractor's assets are seized by way of a conservatory measure or under a warrant of execution;
 - d. the Contractor ceases its business operations;
 - e. the Contractor transfers the control over its business to a third party and this may affect the performance of the Agreement in the Client's opinion.

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

Version 2022

f. the Contractor is prevented, due to a Force Majeure event, from fulfilling the Agreement for more than thirty calendar days.

15.2 The right to cancel referred to in Article 15.1 GTCP does not affect the Client's right to perform the remainder of the Agreement, or have it performed.

15.3 If the Agreement is cancelled on one of the grounds mentioned in Article 15.1 GTCP, the Client may recover the resulting damage from the Contractor, either or not through set-off as referred to in Article 17.1 GTCP.

Article 16 No assignment; no right of retention

16.1 The Contractor is not allowed to assign, pledge or transfer under any other title any claims under the Agreement to a third party or create restricted rights on them without the prior Written consent of the Client. The Client may make its consent subject to conditions.

16.2 Article 17.1 has effect under property law as referred to in Section 3:83(2) DCC.

16.3 The Contractor waives the right of retention within the meaning of Articles 3:290-295 DCC, unless the Client is in Default of payment of undisputed invoices.

16.4 The Contractor shall stipulate from the third parties it engages that they also waive the rights referred to in Article 16.3 GTCP.

Article 17 Right to set off and suspend

17.1 The Client may set off any amounts owed by the Contractor, whether or not these are due and payable, with anything the Client, or any of its affiliates, may owe the Contractor under other agreements. The Contractor is not entitled to set off any amounts.

17.2 The Client may suspend the performance of its obligations if, in the Client's opinion, the Contractor fails to perform the Agreement.

Article 18 Planning; Strict Deadlines

18.1 The planning laid down in the Agreement is binding on the Contractor.

18.2 All dates specified in the planning are strict deadlines for the Contractor within the meaning of Section 6:83(a) DCC.

18.3 The Client may, at its own discretion, adjust the planning and/or change the order in which the Goods are delivered, and/or change the date of delivery, either or not on call. In that event the Contractor shall not be entitled to any damages or compensation, unless the Client decides, at its own discretion, that the change

will demonstrably and considerably increase the costs for Contractor.

18.4 The Contractor must notify the Client of each threatened delay in the delivery in Writing.

18.5 The Contractor may not suspend the Performance if the Client fails to fulfil one or more of its obligations.

Article 19 Guarantee

19.1 The Contractor warrants Performance as set out in the Agreement.

19.2 If the Agreement does not stipulate any guarantee provisions, the following applies:

a. The Contractor guarantees that the Goods and/or the Performance are in accordance with the Agreement.

b. The Contractor guarantees that the Goods are complete and ready for use.

c. The Contractor will ensure that the delivery includes all components, ancillary materials, accessories, tools, spare parts, certificates, manuals and instruction guidelines (in Dutch) necessary for the purpose stated by the Client in Writing, even if these are not specified in so many words.

d. The Contractor guarantees that the Performance is in accordance with all relevant national and international laws and regulations in respect of (but not limited to) quality, the environment, safety, and health.

e. Unless otherwise agreed in Writing, the guarantees mentioned at a-d, above apply for a period of two years from the date on which the Goods are delivered and, where relevant, installed and/or assembled at the Client's.

f. All agreed guarantee periods recommence upon acceptance of the repairs, replacement, or supplementation to which the guarantee provisions apply.

g. This Article does not release the Contractor from its liability for hidden defects to the Goods, or for unsound Performance that is not immediately apparent but that becomes apparent within four years after the guarantee period has expired.

19.3 Irrespective of whether this is determined in the Agreement, the Contractor's guarantee obligation includes the obligation to compensate any damage and costs related to any claim under the guarantee, or that are in any way incurred due to a failure to comply with Articles 19.1 and 19.2 GTCP.

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

Version 2022

- 19.4** Any defects that are guaranteed and that are reported to the Contractor within the guarantee period must be remedied by the Contractor within two weeks of the notification.
- 19.5** Save in the event of Force Majeure on the part of the Contractor, any claims under the guarantee that are not remedied within the period specified in Article 19.4 GTCP will be remedied by the Client. All resulting loss or damage will be recovered from the Contractor.
- 19.6** If the Contractor is declared bankrupt or threatens to go bankrupt, the Client may deduct an amount, to be set by the Client in all fairness but not less than 5% of the Contract Price, from the Contract Price as financial compensation for the fact that it is no longer able to submit claims under the guarantee.
- 19.7** All agreed guarantee periods recommence upon acceptance of the repairs, replacement, or supplementation to which the guarantee provisions apply.

Article 20 Copyright; Intellectual and industrial property rights; Use of documents

- 20.1** All data carriers and documents provided by the Client to the Contractor shall remain the property of the Client. The Contractor may not make copies of such documents or share these with third parties, unless this is necessary in connection with rendering the Performance.
- 20.2** All data carriers and documents are to be deleted or returned to the Client at the Client's first request.
- 20.3** The Contractor agrees to indemnify the Client for any third-party claims in connection with a violation of copyrights and/or intellectual or industrial property rights and/or patent rights in the performance of the Agreement.
- 20.4** The Contractor warrants the free and undisturbed use of the Goods by the Client.
- 20.5** The Contractor requires the Client's prior consent to use the Client's documents in its digital and other publications.

Article 21 The Contractor's drawings and calculations; Electronic Data Interchange System (EDI)

- 21.1** The details of any models, drawings and calculations provided by the Contractor must meet the SBR reference details.
- 21.2** The Contractor shall be liable for any drawings and calculations made by it or on its behalf, irrespective of whether these are approved by the Client.

- 21.3** The Contractor shall submit, at its own cost, all electronic data/documents concerning its Performance to the Client at the latter's first request, on a digital data carrier, and in a format to be stipulated by the Client, where necessary accompanied by plot-styles.
- 21.4** If the Performance is to be carried out in BIM, the Contractor shall observe the Client's BIM protocol, which will be attached to the Agreement.
- 21.5** The Client may use the said documentation at its own discretion, including reproducing them for its own use or for including them in its manuals.
- 21.6** The Contractor shall apply an electronic data interchange (EDI) that is compatible with the Client's system.
- 21.7** All information transmitted and/or shared via the EDI will be considered by the Parties as written communication.
- 21.8** The Client shall be entitled to save, print and copy all information and/or documents shared by the Contractor in and via the EDI.

Article 22 Materials; Tests; Inspections

- 22.1** Any Goods that need to be inspected must be stored by the Contractor in such a manner that inspection is possible.
- 22.2** The Goods shall only be deemed to have been delivered if they are accepted/approved by or on behalf of the Client.
- 22.3** During the performance of the Agreement the Client may demand a test piece/test setup, and sample, inspect and/or test components and materials.
- 22.4** The Contractor shall fully cooperate with the Client, free of charge, if the Client exercises the right referred to in Articles 22.1 and 22.2.
- 22.5** If a test as referred to in this Article cannot be held at the scheduled time due to the actions or inaction of the Contractor, or if a test needs to be repeated, the resulting costs incurred by the Client shall be payable by the Contractor.
- 22.6** If the Goods and/or Performance, or any part thereof, is rejected, the Contractor shall ensure that this is remedied within five business days, unless otherwise agreed in Writing.
- 22.7** If the Contractor fails to comply with the obligation of Article 22.6 GTCP, the Client may instruct a third party to do so, at the expense of the Contractor.

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

Version 2022

22.8 If the Contractor does not take back the rejected Goods within 5 business days - or within a different period to be agreed - the Client may return the Goods to the Contractor at the Contractor's expense.

Article 23 Delivery

23.1 Deliveries are to be made to the agreed location and at the agreed time, in accordance with the agreed terms of delivery. If nothing has been agreed in this respect, delivery shall take place DDP (Incoterms 2020).

23.2 The Client has the right to postpone delivery. In that case the Contractor will store and preserve the Goods separately and recognisable as such, properly packaged, in a secure manner and properly insured.

23.3 The Contractor must mark the delivery with the Client's purchase/order number. Deliveries that are not marked with the purchase/order number will not be accepted.

Article 24 Risk and Insurance

24.1 The ownership of the Goods passes to the Client upon delivery and - where so agreed - after having been assembled and/or installed.

24.2 Any objects, such as raw materials, ancillary materials, tools, drawings, Specifications and software made available by the Client to the Contractor in connection with its fulfilment of the obligations shall remain the property of the Client at all times. The Contractor shall keep these objects and mark them as the Client's property in a manner recognisable to third parties. These objects shall be deemed to be in a proper state and in conformity with the required Specifications, unless the Contractor has submitted a written complaint within a reasonable period of time of receipt.

24.3 The risk to the Goods passes to the Client upon delivery and approval thereof in accordance with Article 22 GTCP. This is without prejudice to Article 19 GTCP and the Contractor's other obligations.

Article 25 Contract extras

25.1 The Client must be notified by the Contractor of any contract variations in advance, stating the effect thereof on the price and the planning.

25.2 Contract extras may only be carried out following a written Order from the Client.

25.3 Contract extras must be billed separately, subject to the provisions of Article 10 GTCP.

25.4 If the Contractor fails to comply with the above, the costs for the contract extras shall be payable by the Contractor.

Article 27 Safety

26.1 The Contractor shall take all measures necessary in respect of safety, well-being, and health, with due observance of the applicable laws and regulations and the state of the art and science, where this applies to the Agreement and/or the Performance and/or the Goods.

26.2 The materials and machinery and equipment used by the Contractor must comply with the applicable laws and regulations. The Contractor shall provide test certificates to the Client at the latter's request.

26.3 Unless otherwise agreed all necessary work equipment, including the usual personal protective equipment (PPE), shall be provided by the Contractor.

26.4 The Contractor shall ensure that someone who speaks Dutch is present during the Performance. The Client must be informed of the identity of this person.

26.5 The Contractor shall only use competent, certified and/or qualified people for rendering the Performance.

26.6 The Contractor shall cooperate with identifying the risks involved in rendering the Performance and shall take the necessary precautions to prevent these risks, with due observance of the occupational hygiene strategy.

26.7 The Contractor shall immediately remedy any unsafe situations and notify the Client of these.

26.8 Every accident must be reported by the Contractor to the Client immediately and of each accident a report must be made. This report must be submitted to the Client within 24 hours. Simultaneously with this or as soon as possible thereafter, the period of absence (*verzuimsduur*) (in calendar days) must be stated as a measure of the seriousness of the accident.

26.9 The Contractor undertakes to actively cooperate with any investigations carried out: (i) to raise the safety awareness and (ii) into the cause of (near) accidents.

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

Version 2022

Article 27 Environment; Sustainability

- 27.1** The Contractor is responsible and liable for the proper disposal and/or processing of (residual) materials and waste. The Contractor agrees to indemnify the Client for any third-party claims in this respect.
- 27.2** The Contractor shall take every necessary precaution to prevent damage to or contamination of the work.
- 27.3** The Client is ISO 14001 certified, CO2-Performance Ladder. The Contractor shall act in conformity with this.
- 27.4** If the Performance involves FSC or PEFC certified timber or timber products, the Contractor must state the Chain of Custody (CoC) number on the delivery slip and the invoice and specify the delivery (quantity and size) on the delivery slip. Once the Performance is completed the Contractor must provide an overview of the deliveries and specifications. The Contractor must promptly notify the Client in Writing of any changes in product groups and/or the CoC number.
- 27.5** If timber originating from outside the EU is used (under EUTR), the Contractor shall allow the Client at all times to inspect the origin of the timber (including the identification of the materials/product, harvest location, and harvest concession). If timber originating from the EU is used, this obligation to allow inspection only applies if third parties are able to demonstrate, by providing proof, that the timber or timber products supplied by the Contractor may hail from a suspect source.
- 27.6** The Client has made it its objective to produce zero waste by 2025 and expects the Contractor to proactively contribute towards achieving that goal. All packaging must be recyclable and all pallets must be reusable. Any residual material must demonstrably be able to be reused as raw material.

Article 28 Packaging

- 28.1** The Contractor shall package the Goods, at its own expense, in a manner appropriate for the relevant Goods, to ensure that they will reach their destination in a proper state and undamaged.
- 28.2** The Contractor is liable for any damage caused by deficient or inadequate packaging.
- 28.3** The Contractor is responsible for the processing or disposal, as the case may be, of transport and other packaging materials. Any processing or disposal of packaging materials

by the Client at the request of the Contractor will take place at the expense and risk of the Contractor.

- 28.4** The Contractor shall ensure that the transport and other packaging materials are disposed of at its own expense and risk.

Article 29 Use of materials supplied by the Client

- 29.1** If in the performance of the Agreement the Contractor uses materials or machinery and equipment made available by the Client, the Contractor shall be responsible for the proper use and maintenance thereof. The Contractor shall be liable for any damage, destruction or theft.

Article 30 Defects Liability Period

- 30.1** The defects liability period for structural work is 6 months, and for installation work 12 months, unless otherwise agreed.
- 30.2** The Contractor must remedy any defects reported during the defects liability period within two weeks after they have been reported.
- 30.3** Save in the event of Force Majeure on the part of the Contractor, any defects not remedied within the period specified in Article 30.1 GTC will be remedied by Van Wijnen. All resulting loss or damage will be recovered from the Contractor.

Article 31 Termination

- 31.1** If the Parties have concluded a fixed term or open-ended agreement, the Client may terminate such agreement at any time, on any ground, subject to a reasonable notice period. The Client does not owe any compensation in connection with such termination.

Article 32 The Client's Code of Conduct

- 32.1** During the performance of the Agreement the Contractor must act in accordance with the model code of conduct of Bouwend Nederland and the Client's Code of Conduct "Zo doen wij", which may be consulted on https://www.vanwijnen.nl/wp-content/uploads/2021/10/Baarn_Gedragcode_Zodoenwij_20210921.pdf.

Article 33 Language

- 33.1** The Dutch text of these GTCP is the sole authoritative text. In case of conflict between the Dutch text of these GTCP and a version of the GTCP translated into another language, the Dutch text prevails.