

General Terms and Conditions Van Wijnen Groep 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 Van Wijnen to render the Performance.

1.2 **Contract Documents:**

The terms for and technical description of a structural work, and all associated and related documents.

1.3 **Contract Price:**

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

1.4 **Contractor:**

The party with whom Van Wijnen 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 Van Wijnen; 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 Van Wijnen cannot reasonably be expected, given the circumstances of the incident, to first hold the Contractor in default.

1.7 **Digital Construction Site Registration System:**

The digital system used to register and identify Workers and visitors of construction sites and projects (Van Wijnen applies BPCI in connection with the GTC 2022).

1.8 **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. Force Majeure furthermore does not include delays or cost increases caused by COVID-19/corona or the measures taken in respect of COVID-19/corona.

1.9 **GTC:**

These General Terms and Conditions of Van Wijnen.

1.10 **Parties:**

Van Wijnen and the Contractor.

1.11 **Performance:**

Anything the Contractor is required to provide under the Agreement: goods, services and/or work.

1.12 **Principal:**

The party with whom Van Wijnen enters into a building or other contract pursuant to which Van Wijnen enters into the Agreement with the Contractor.

1.13 **Site:**

The location where the Performance is to be rendered or completed.

1.14 **STC:**

The special terms and conditions of Van Wijnen setting out the terms for specific (technical) works, identified by a specific number.

1.15 **Van Wijnen:**

Van Wijnen Groep B.V. and its affiliates, who enter into an Agreement with the Contractor.

1.16 **Wkb:**

Quality Assurance (Building Sector) Act (*Wet kwaliteitsborging voor het bouwen*).

1.17 **Written/In writing:**

On paper or by email (in the form of a scanned document).

1.18 **Workers:**

Individuals employed by the Contractor or by third parties contracted by the Contractor, or that are involved in the Contractor's Performance in any other way.

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

Article 2 **Applicability of the General Terms and Conditions**

2.1 These GTC are applicable to the Agreement.

2.2 The GTC are applicable to the Agreement if the Parties have so agreed.

2.3 Any additions to or changes in the GTC or the GTC are only valid if agreed in writing.

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

General Terms and Conditions Van Wijnen Groep B.V.

Version 2022

Article 3 Compliance with laws and regulations

- 3.1** The Contractor warrants that it complies with all laws and regulations applicable to the Agreement and the Performance, as they are in force on the date of signing the Agreement, also if these laws and regulations are not specifically mentioned in the Agreement, the GTC, or the STC.
- 3.2** Where applicable in connection with its activities, the Contractor shall submit to Van Wijnen at its first request the documents Van Wijnen is required to submit to the Principal pursuant to Article 7:757a DCC ('principal's file Wkb', *Dossier opdrachtgever Wkb*).
- 3.3** Where applicable under the Wkb, and to the work to be performed by the Contractor, the Contractor shall, at Van Wijnen's first request, or that of the quality assurer engaged by Van Wijnen, timely supply the documents necessary to compile the 'competent authorities file' (*dossier bevoegd gezag*).
- 3.4** The documents referred to in Article 3.2 and Article 3.3 include for instance drawings, calculations, record drawings, and inspection reports.

Article 4 Contractor's obligation to warn

- 4.1** The Contractor must timely warn Van Wijnen in writing of any evident errors and/or discrepancies in the documents provided by Van Wijnen.
- 4.2** If the Contractor fails to warn Van Wijnen as required under Article 4.1 GTC, the Contractor may not (subsequently) invoke these errors or discrepancies and shall be liable for any loss or damage resulting therefrom.
- 4.3** The Contractor must notify Van Wijnen in advance of any changes to the Contractor's business that may affect Van Wijnen's interests.

Article 5 Data, personal data and privacy

- 5.1** Where Van Wijnen processes personal data, it does so in accordance with the privacy legislation and its privacy notices, published on op www.vanwijnen.nl.
- 5.2** Where Van Wijnen and Contractor share personal data in connection with the performance of the Agreement, Contractor shall comply with all privacy legislation.
- 5.3** The Contractor undertakes to take all necessary security measures to comply with the privacy legislation. The Contractor shall notify Van Wijnen of these measures in writing at the latter's first request.

- 5.4** The Contractor shall immediately notify Van Wijnen of any data breaches involving personal data for the processing of which Van Wijnen is responsible under the General Data Protection Regulation (GDPR), by sending an email to datalek@vanwijnen.nl.
- 5.5** The Contractor must notify Van Wijnen 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 to do so.

Article 6 Confidentiality

- 6.1** The Contractor undertakes not to disclose any information about the Agreement and/or Van Wijnen to third parties, unless the Agreement or the nature of the Performance requires otherwise.
- 6.2** The Contractor may only use the information and data it receives within the context of an Agreement in the performance thereof.
- 6.3** The Contractor is not allowed to use the name Van Wijnen in digital or other publications, ads, or in any other way, without the prior written consent of Van Wijnen.
- 6.4** The Contractor shall impose the obligations referred to in this Article on its Workers. The Contractor shall furthermore impose on its Workers the obligation to impose these obligations, by way of a perpetual clause on any third parties to be engaged by them.

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 GTC and the Agreement are exclusively governed by and shall be construed in accordance with Dutch law.
- 8.2** Any disputes arising between the Parties shall be settled between the Parties (i.e. their boards) in mutual consultation.

General Terms and Conditions Van Wijnen Groep B.V.

Version 2022

8.3 If these consultations are not successful and a dispute resolution is required, the dispute will be referred to the Dutch Arbitration Board for the Building Industry (*Raad van Arbitrage in bouwgeschillen, RvA*).

8.4 In derogation from Article 8.3 GTC Van Wijnen reserves the right to submit the dispute to the competent civil court or to the body agreed between the Principal and Van Wijnen.

Article 9 Concluding the Agreement

9.1 Prior to concluding the Agreement the Contractor shall submit an offer that meets the specifications communicated by Van Wijnen.

9.2 The Contractor shall notify Van Wijnen in advance in writing of any changes made in the specifications communicated by Van Wijnen. Any such changes shall only be valid if accepted by Van Wijnen 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 Van Wijnen, 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.

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, wages, costs, social insurance contributions, taxes or other cost-increasing factors will not affect the Contract Price.

10.2 All invoices are payable within 60 days of the date of the invoice

10.3 The invoice will be paid by Van Wijnen if (where applicable to the Performance):

a. the invoice and any annexes thereto (scanned as one pdf file) are accepted;

b. in respect of work carried out on the Construction Site, including work that is not subject to the WKA (*Wet Ketenaansprakelijkheid*; Wages and Salaries Tax and National Insurance Contributions (Liability of Sub-contractors) Act), the Contractor has fully and truthfully filled in the man-day register in the format used by Van Wijnen and this is approved by Wijnen. If the Contractor uses a different man-day register, it must contain

at least the same elements as those included in the one applied by Van Wijnen and that register must be acceptable to Van Wijnen;

c. the Contractor has confirmed, in keeping with the *Wet Aanpak Schijnconstructies* (Labour Market Fraud (Bogus Schemes) Act), that the workers it employs have been paid in accordance with the 'CAO', the Collective Bargaining Agreement;

d. Article 13 GTC has been complied with;

e. Van Wijnen's site manager has approved the Performance, or that part thereof to which the invoice pertains;

f. the Contractor has ensured that the Workers have been properly entered and registered in the Digital Construction Site Registration System;

g. has complied with the obligation to submit a payment history report every three months.

10.4 If the Parties have agreed a defects liability period as referred to in Article 29 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.

10.5 If Van Wijnen is jointly and severally liable under the *Invorderingswet* 1990 (WKA) for payment by the Contractor of wages and national insurance contributions, the Contractor must state on the invoice, in addition to the information referred to in Article 10.3 GTC:

a. the text '*Omzetbelasting verlegd*' (reverse charge);

b. the tax number of the relevant Van Wijnen entity.

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, in conformity with NEN3699.

11.4 Only the net quantities actually used in the work will be set off.

11.5 The Contractor shall submit an overview of the processed offsettable quantities, signed on behalf of Van Wijnen, either with its final instalment or so much earlier as Van Wijnen may request.

General Terms and Conditions Van Wijnen Groep B.V.

Version 2022

Article 12 **Sub-contracting**

- 12.1** The Contractor requires the prior written consent of Van Wijnen 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 parties engaged by the Contractor.
- 12.3** The Contractor must register the third parties engaged by it as separate party in the Digital Construction Site Registration System.
- 12.4** The third parties engaged by the Contractor must ensure that their Workers and any third parties hired by them are properly entered and registered in the Digital Construction Site Registration System as well.
- 12.5** Hiring third parties does not release the Contractor from its liability towards Van Wijnen.

Article 13 **Contracting third parties – relevant legislation**

- 13.1** The Contractor warrants that it complies with all laws and regulations applicable to performing work and employing Workers, including in any event the *Wet Ketenaansprakelijkheid* (Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act); the *Wet Aanpak Schijnconstructies* (Labour Market Fraud (Bogus Schemes) Act); the *Wet Arbeid Vreemdelingen* (Foreign Nationals (Employment) Act); the *Wet Deregulering Arbeidsrelaties* (Assessment of Employment Relationships (Deregulation) Act); the *Wet Allocatie Arbeidskrachten Door Intermediairs* (Placement of Personnel by Intermediaries Act), the *Wet Arbeidsmarkt in Balans* (Balanced Labour Market Act), the *Wet arbeidsvoorwaarden gedetacheerde werknemers in de Europese Unie*, (Posted Workers in the European Union (Working Conditions) Act), the *Meldloket* (Notification Portal), and the Revised Posting of Workers Directive.
- 13.2** If the Contractor employs Workers in connection with rendering the Performance that may be considered to be self-employed, the Contractor shall ensure that the requirements imposed on self-employed personnel are properly verified, including concluding a standard agreement with such Workers to be approved by the tax authority.
- 13.3** If the Contractor or the third parties engaged by it is/are to be regarded as a job agency or secondment firm, it/they must be NEN4400-1/4400-2 certified and listed in the Commercial Register as an enterprise that supplies personnel (“*Waadi*”).

- 13.4** The Contractor must impose the obligation referred to in Articles 13.1, 13.2 and 13.3 GTC by way of a perpetual clause on all third parties (including foreign parties) engaged by it, including self-employed personnel and intermediaries that supply staff. The personnel of these parties will not be considered as the Contractor’s own personnel.
- 13.5** The Contractor undertakes to provide Van Wijnen with all information upon its first request.
- 13.6** Van Wijnen shall be given the opportunity to comply with its duty to verify whether the Contractor complies with the applicable laws and regulations, or have this verified.
- 13.7** All costs and/or fines incurred as a result of providing incorrect or incomplete information or of information that is not provided in time, or due to non-compliance with the applicable laws and regulations, shall be charged to the Contractor.
- 13.8** The Contractor agrees to indemnify Van Wijnen for any loss or damage resulting from any failure to (fully) comply with the laws and regulations referred to in this Article.

Article 14 **Contractor’s liability**

- 14.1** If the Contractor or a third party contracted by the Contractor is in Default within the meaning of Article 1.16, or causes damage in any other way, the Contractor shall be liable towards Van Wijnen for any loss or damage Van Wijnen suffers as a result.
- 14.2** The Contractor agrees to indemnify Van Wijnen for any third-party claims, including claims of the Principal.
- 14.3** The Contractor shall have adequate liability insurance in place or take this out, as referred to in Article 15 GTC.

Article 15 **Insurance**

CAR Insurance

- 15.1** The Contractor is obliged to take out a CAR insurance policy in connection with the Performance.
- 15.2** The Contractor is not automatically co-insured under the CAR insurance policy Van Wijnen may have taken out for a work.
- 15.3** The Contractor will only be co-insured under the CAR insurance policy if Van Wijnen has expressly consented thereto in writing.
- 15.4** The Contractor will only be co-insured against damage caused to the work concerned and the materials or items actually processed by the Contractor in the performance of the Agreement.

General Terms and Conditions Van Wijnen Groep B.V.

Version 2022

- 15.5** If the Contractor is co-insured under an insurance policy as referred to in Article 15.4 GTC, it will only be co-insured against damage caused to the work (Category 1A) and – provided that the cause of the damage is related to the construction – to the property of the Principal (Category 1C).
- 15.6** The Contractor shall in no event be co-insured against damage that falls within other categories than those mentioned in Article 15.5 GTC or Van Wijnen’s CAR insurance policy.
- 15.7** In the event of co-insurance as referred to in Article 15.4 GTC, the Contractor is obliged to pay the amount of the excess payable by Van Wijnen.
- 15.8** In the event of co-insurance as referred to in Article 15.4 GTC, Van Wijnen may have recourse against any insurer of the Contractor and/or against the Contractor itself.
- 15.9** The Contractor is liable for any and all loss or damage not covered by Van Wijnen’s and/or the Contractor’s CAR insurance policy and that is related to the Agreement. The Contractor agrees to indemnify Van Wijnen – and shall take out adequate insurance – for that damage.
- Public Liability Insurance**
- 15.10** The Contractor is required to take out a Public Liability insurance policy in connection with the Performance.
- 15.11** Irrespective of what is provided on this subject in the Contract Documents or agreed with the Principal, the Contractor is required to take out and maintain an insurance policy providing cover of at least €2,500,000 (two million five hundred thousand euros) per event, including consequential damage, against third-party liability.
- 15.12** The Contractor is liable for any and all loss or damage not covered under the Public Liability insurance policy and that is related to the Agreement. The Contractor agrees to indemnify Van Wijnen for this damage.
- Automobile Liability Insurance**
- 15.13** The Contractor is obliged to take out an Automobile Liability insurance policy providing cover against damage arising from the use of machinery and equipment (including installed in motor vehicles) for which a motor liability insurance is mandatory and that is used by or on behalf of the Contractor in the performance of the Agreement.
- 15.14** Van Wijnen must be included in the Automobile Liability insurance policy as co-insured.
- 15.15** The sum insured must be fully available for the risk of work-related damage, including errors in the instructions given by Van Wijnen or by other parties involved in the construction.
- 15.16** The cover may not lapse as a result of insufficient prevention on the part of the Contractor.
- 15.17** The insurance policy may not stipulate sub limits.
- Accidental Damage Insurance**
- 15.18** The Contractor is obliged to take out a comprehensive insurance policy covering the machinery and equipment to be used.
- 15.19** Van Wijnen and the Principal must be included in the Accidental Damage insurance policy as co-insured. The insurer must waive its right of recourse against these co-insured parties.
- 15.20** The Contractor agrees to indemnify Van Wijnen and the Principal for any (accidental) damage caused by or to machinery and equipment that is the property of or used by the Contractor or made available by Van Wijnen.
- Other insurance provisions**
- 15.21** At Van Wijnen’s request the Contractor will submit copies of the insurance policies referred to in this Article 15, or certificates thereof, to Van Wijnen.
- 15.22** If the Contractor fails to comply with its insurance obligations, Van Wijnen may take out suitable insurance itself, and charge the costs to the Contractor.
- 15.23** Where necessary the Contractor will take out additional insurance, to ensure that all work it is instructed to carry out and/or all supplies and/or materials intended for the work are adequately insured.
- 15.24** Any insurance claims of the Parties will not affect Van Wijnen’s and Contractor’s mutual liability. Any damage not covered by a policy or that is not (fully) compensated will consequently be payable by the liable party.
- 15.25** Van Wijnen may set off any amounts that are payable by the Contractor in respect of its insurance obligations (non-covered damage and excess) as set out in Article 18.1 GTC.

General Terms and Conditions Van Wijnen Groep B.V.

Version 2022

Article 16 Right to cancel Van Wijnen

16.1 Van Wijnen 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;
- 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 Van Wijnen's opinion.
- f. the Contractor is prevented, due to a Force Majeure event, from fulfilling the Agreement for more than thirty days;
- g. the Contractor does not comply, or does not act in accordance, with the safety regulations referred to in Article 26 GTC.

16.2 The right to cancel referred to in Article 16.1 GTC does not affect Van Wijnen's right to perform the remainder of the Agreement, or have it performed.

16.3 If the Agreement is cancelled on one of the grounds mentioned in Article 16.1 GTC, Van Wijnen may recover the resulting damage from the Contractor, either or not through set-off as referred to in Article 18.1 GTC.

Article 17 No right to assign; waiver of rights

17.1 The Contractor is not allowed to assign, pledge or transfer under any other title any claims under the Agreement to a third party without the prior written consent of Van Wijnen.

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

17.3 The Contractor waives the right of retention within the meaning of Articles 3:290-295 DCC, unless Van Wijnen is in default of payment of undisputed invoices.

17.4 The Contractor shall stipulate from the third parties it engages that they also waive the rights referred to in Article 17.3 GTC.

Article 18 Right to set off and suspend

18.1 Van Wijnen may set off any amounts owed by the Contractor, whether or not these are due and payable, with anything Van Wijnen, or any other Van Wijnen entities, may owe the Contractor.

18.2 Van Wijnen may suspend the performance of its obligations if, in Van Wijnen's opinion, the Contractor fails to perform the Agreement.

Article 19 Planning; Strict Deadlines

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

19.2 All dates specified in the planning are strict deadlines for the Contractor.

19.3 During the performance of the Agreement the Parties will consult in good time about any desirable or necessary changes in the planning.

19.4 If a change as referred to in Article 19.3 is to be made, the Parties will agree a new planning.

Article 20 Guarantee

20.1 The Contractor warrants Performance as set out in the Agreement, or as it must be warranted under the applicable laws and regulations.

20.2 If no guarantee scheme has been agreed with the Contractor and no guarantee scheme has been imposed (by the Principal), the guarantee rules of the SWK (*Stichting waarborgfonds koopwoningen*) apply.

20.3 Irrespective of whether this is determined in the Agreement, the Contractor's guarantee obligation includes compensation of any damage and costs in connection with any claim under the guarantee.

20.4 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.

20.5 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 20.4 GTC will be remedied by Van Wijnen. All resulting loss or damage will be recovered from the Contractor.

20.6 If the Contractor is declared bankrupt or threatens to go bankrupt, Van Wijnen may deduct an amount, to be set by Van Wijnen 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.

Article 21 Copyright; Use of documents

21.1 All documents and/or data carriers provided by Van Wijnen to Contractor remain the property of Van Wijnen. 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.

General Terms and Conditions Van Wijnen Groep B.V.

Version 2022

21.2 All data carriers and documents are to be deleted or returned to Van Wijnen at Van Wijnen's first request.

21.3 The Contractor agrees to indemnify Van Wijnen for any third-party claims in connection with a violation of copyrights and/or patent rights in the performance of the Agreement.

21.4 The Contractor requires Van Wijnen's prior consent for using information about Van Wijnen or about Van Wijnen's project in its digital and publications.

Article 22 Drawings, BIM, electronic data interchange

22.1 The details of any models, drawings and calculations provided by the Contractor must satisfy model basic ILS and BIM protocol; details and drawings must satisfy the SBR reference details.

22.2 The Contractor shall be liable for any drawings and calculations made by it or on its behalf, irrespective of whether these are approved by Van Wijnen.

22.3 The Contractor shall submit, at its own cost, all electronic details concerning its Performance to Van Wijnen at the latter's first request, in a (digital) manner and format to be stipulated by Van Wijnen, accompanied, in the event of REVIT and autocad, by plot-styles.

22.4 If the Performance is to be carried out in BIM, the Contractor shall observe Van Wijnen's BIM protocol, which will be attached to the Agreement.

22.5 Upon request the Contractor shall set up and maintain an electronic data interchange (EDI) that is compatible with Van Wijnen's (IFC) system.

22.6 All information transmitted and/or shared via the EDI will be considered by the Parties as written communication.

22.7 Van Wijnen shall be entitled to store, print and copy all information and/or documents shared by the Contractor via the EDI.

Article 23 Materials; inspections

23.1 Any building materials that need to be inspected (whether or not within the context of the Wkb) must be stored by the Contractor in such a manner that inspection is possible. These building materials may only be supplied after they have been approved.

23.2 During the performance of the Agreement Van Wijnen may demand a test piece/test setup, and may sample or test components and materials.

Article 24 Contract Variations

24.1 Van Wijnen must be notified by the Contractor of any contract variations in advance, stating the effect thereof on the price and the planning.

24.2 Contract extras may only be carried out following a written Order from Van Wijnen.

24.3 Contract extras must be billed separately, subject to the provisions of Article 10 GTC.

Article 25 Contractor's Site

25.1 Prior to rendering the Performance the Contractor will take note of the actual condition of the Site. The Contractor must notify Van Wijnen in writing of any impediments before commencing the Performance.

25.2 If the Contractor has not reported any impediments, the Contractor is deemed to have accepted the Site.

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

Article 26 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.

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

26.3 The Contractor is responsible for giving instructions and for ensuring compliance with safe and healthy working conditions.

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

26.5 The Contractor shall ensure that someone who speaks Dutch is present during the Performance. Van Wijnen's site agent must be informed of the identity of this person.

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

General Terms and Conditions Van Wijnen Groep B.V.

Version 2022

- 26.7** The Contractor must familiarise itself and comply with the Van Wijnen Building Site Regulations, the Project Management Plan and/or the H&S plan. The Contractor is required to prepare a (partial) H&S plan for its own activities.
- 26.8** 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.
- 26.9** Every accident must be reported by the Contractor to Van Wijnen immediately and of each accident a report must be made. This report must be submitted to Van Wijnen 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.
- 26.10** If due to the non-observance of the H&S rules by or on behalf of the Contractor fines or sanctions (e.g. shutdown of the work) are imposed on Van Wijnen and/or the Principal, the costs involved will be charged to the Contractor.
- 26.11** The Contractor shall use its best endeavours to ensure the safety of Workers and to raise the safety awareness. The Contractor shall furthermore ensure that all parties concerned act proactively in terms of safety. The Contractor shall ensure that Workers and/or suppliers engaged by the Contractor act in accordance with Van Wijnen's safety rules and toolboxes, as set out in www.samenveiligbijvanwijnen.nl.
- 26.12** The Contractor agrees to take part in specific safety introduction meetings and safety training offered by Van Wijnen.
- 26.13** The Contractor shall provide its own emergency response team for its Workers. Each work crew must include at least one emergency response team member. If this is not possible the matter must be discussed with Van Wijnen's site agent.
- Article 27 Environment; Sustainability**
- 27.1** The Contractor is responsible and liable for the proper discharge and/or processing of (residual) materials and waste. The Contractor agrees to indemnify Van Wijnen 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** Van Wijnen is ISO 14001 certified CO2-PerformanceLadder. Van Wijnen reassesses its CO2 reduction objectives every five years. The Contractor is required to make a proactive contribution to these goals in terms of reducing the consumption of fossil fuels and electricity.
- 27.4** Van Wijnen has made it its objective to produce no more waste by 2025 and expects the Contractor to proactively contribute towards achieving that goal.
- 27.5** 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 Van Wijnen in writing of any changes in product groups and/or the CoC number.
- 27.6** If timber originating from outside the EU is used (under EUTR), the Contractor shall allow Van Wijnen 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.
- 27.7** The Contractor is required to act in accordance with *Lansink's Ladder*. Van Wijnen aims at creating waste flows that may be reused at the same or at a higher level. Everything from step D downwards is considered waste by Van Wijnen.
- 27.8** The Contractor is expected to act proactively and to use whenever possible in all processes and products it controls renewable resources and materials, and where possible to use resources and materials that may be reused for high-quality purposes.

General Terms and Conditions Van Wijnen Groep B.V.

Version 2022

27.8 In order to prevent and reduce the environmental impact of its business processes to all possible extent the Contractor is expected to continuously focus on reducing emissions, noise, waste, and the consumption of energy and fuel, by using renewable energy, such as wind and/or solar energy. The Contractor may be requested to clarify its policy and objectives as regards reducing its environmental impact. Upon Van Wijnen's request the Contractor will provide reports on development in its reduction objectives.

Article 28 Construction Site; Digital Construction Site Registration System

28.1 The Contractor shall ensure that the obligation to adhere to the Digital Construction Site Registration System is imposed on each following party in the construction chain, so that it is at all times clear which parties and Workers are present on the construction site and what their mutual relationship is.

28.2 The Contractor shall ensure that Van Wijnen is notified of the names of Workers that enter the construction site for the first time before they start working. All required documents and/or data must be entered in the Digital Construction Site Registration System before the work commences.

28.3 Workers that are not fully reported or not in time will be refused entry to the construction site.

28.4 The Contractor shall ensure that all Workers carry a valid passport or ID-document at all times and where applicable a document bearing a valid entry evidencing that they are entitled to work in the Netherlands.

28.5 The Contractor shall ensure that all Workers are aware of and comply with the registration procedure of the Digital Construction Site Registration System.

28.6 The Contractor agrees to cooperate with every inspection of compliance with the Digital Construction Site Registration System.

28.7 The Contractor agrees to indemnify Van Wijnen for any damage resulting from the failure to comply, or to comply fully, with the legislation referred to in this Article.

28.8 The Contractor shall ensure that one of its representatives attends kick-off meetings and 10-minutes meetings and is present during the Performance. The name of this representative must be communicated to Van Wijnen's site agent.

Article 29 Defects Liability Period

29.1 The defects liability period for structural work is 6 months, and for installation work 12 months, unless otherwise agreed.

29.2 The Contractor must remedy any defects reported during the defects liability period within two weeks after they have been reported.

29.3 Save in the event of Force Majeure on the part of the Contractor, any defects not remedied within the period specified in Article 29.1 GTC will be remedied by Van Wijnen. All resulting loss or damage will be recovered from the Contractor.

Article 30 Van Wijnen Code of Conduct

30.1 During the performance of the Agreement the Contractor must act in accordance and comply with the model code of conduct of Bouwend Nederland and Van Wijnen's Code of Conduct "Zo doen wij", which may be consulted on https://www.vanwijnen.nl/wp-content/uploads/2021/10/Baarn_Gedragscode_Zodoenwij_20210921.pdf.

Article 31 Language

31.1 The Dutch text of these GTC is the sole authoritative text. In case of conflict between the Dutch text of these GTC and a version of the GTC translated into another language, the Dutch text prevails.