

General purchasing conditions Van Wijnen Components B.V.

Version 2023

Article 1 Definitions

- 1.1 GPC:**
The present set of general purchasing conditions of Van Wijnen Components B.V.
- 1.2 BW:**
The Dutch Civil Code.
- 1.3 Contractor:**
The party with whom Client enters into a Contract.
- 1.4 Client:**
Van Wijnen Components B.V. or its affiliated parties, namely Van Wijnen Smart Structures (2.0) B.V., Van Wijnen Smart Frames B.V. and Van Wijnen Smart Spaces B.V.
- 1.5 Contract price:**
The price for the Performance agreed by the Parties and set out in the Contract.
- 1.6 Contract:**
The Agreements in Writing between the Parties by which Contractor undertakes towards Client to deliver the Performance.
- 1.7 Force majeure:**
Situation due to which the Contract cannot (temporarily) be fulfilled that cannot be attributed to the Contractor, as referred to in Article 6:75 of the Dutch Civil Code. Force majeure on the part of the Contractor shall in any case not include: lack of personnel, strikes, illness of personnel, delayed delivery or unsuitability of goods required for the Performance, shortage of raw materials, transport problems, shortcomings of third parties engaged by the Contractor, breakdowns in Contractor's production and liquidity or solvency problems at Contractor.
- 1.8 Parties:**
Client and Contractor.
- 1.9 Performance:**
That which the Contractor is required to deliver under the Contract: Goods and - if agreed - services and/or activities, as well as all (legal) acts and/or formalities relating thereto.
- 1.10 Written:**
Any form of communication by mail, email or other electronic data traffic.
- 1.11 Specification:**
The conditions for - or the technical description of - the Goods and - if agreed - services and/or activities and all related and connected documents.

- 1.12 Default:**
Situation in which the Contractor 1) has failed to perform the Contract and has not yet performed within the (reasonable) term set by the Client, or 2) has not delivered the Performance in accordance with the timetable, 3) is in default pursuant to section 6:83 b or c of the Civil Code, or 4) the Client cannot reasonably, given the circumstances of the case, be required to give the Contractor notice of default (In Writing).
- 1.13 Goods:**
The tangible objects to be supplied by Contractor under the Contract, whether or not assembled or manufactured for the benefit of Client.
- 1.14** The definitions used in this article are also used in the Contract.

Article 2 Applicability of GPC

- 2.1** The GPC shall apply to requests, quotations, order confirmations, the Contract and any other documents relating to the Performance.
- 2.2** Additions to or deviations from the GPC shall only be agreed In Writing.
- 2.3** The applicability of general terms and conditions of Contractor is expressly rejected by Client.

Article 3 Compliance with laws and regulations

- 3.1** Contractor guarantees that it will at all times comply with all national and international laws and regulations (including EU regulations) relevant to the Contract and the Performance and/or the Goods, even if such laws and regulations are not explicitly referred to in the Contract or GPC.

Article 4 Duty to warn Contractor

- 4.1** Contractor shall promptly warn Client In Writing of any known inaccuracies and/or ambiguities in the documents provided by Client.
- 4.2** If Contractor fails to give the warning referred to in clause 4.1 GPC, Contractor cannot (later) rely on these errors or missing parts and Contractor shall be liable for all consequences thereof.
- 4.3** The Contractor shall inform Van Wijnen in good time of any changes affecting the Contractor's business that may affect Van Wijnen's interests.

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Article 5 Data, personal data and privacy

- 5.1** Insofar as Client processes personal data, it does so in accordance with privacy regulations.
- 5.2** To the extent Client and Contractor exchange personal data for the performance of the Contract, Contractor shall comply with privacy regulations. This shall in any case always include the General Data Protection Regulation (GDPR, Regulation (EU) 2016/679), even if Contractor is located outside the EU.
- 5.3** Contractor shall take the required security measures to comply with privacy regulations. This shall in any case always include the GDPR, even if Contractor is located outside the EU. Upon request, Contractor is obliged to inform Client immediately and In Writing about its security measures.
- 5.4** Contractor is obliged to report any data breaches - involving personal data in respect of which Client is the responsible party within the meaning of the GDPR - to Client within 24 hours at the latest.
- 5.5** Contractor shall immediately inform Van Wijnen of any complaints and (information) requests, including requests to correct, remove or limit personal data. Contractor shall not respond directly, except to the extent specifically instructed to do so by Van Wijnen.

Article 6 Confidentiality

- 6.1** Contractor is bound to maintain secrecy towards third parties in respect of the Contract, the Performance and everything connected therewith, unless otherwise can be inferred from the Contract or the nature of the Performance. Contractor shall use information and data provided to it exclusively for the performance of the Contract. The Contractor is not permitted to use the Client's name in (digital) publications, advertisements or in any other way to use the Client's name, unless it has received written permission to do so from the Client.
- 6.2** The duty of confidentiality may only be deviated from with the written consent of Client. The duty of confidentiality remains with the Contractor even after the end of the Contract.
- 6.3** Failure to comply with the duty of confidentiality renders Contractor liable to pay an immediately payable penalty of €50,000, without prejudice to Client's other rights, including the right to claim damages in addition.

- 6.4** Contractor shall impose the obligations referred to in this article on third parties engaged by it.

Article 7 Ranking

- 7.1** In the event of a contradiction between documents, the following order of precedence shall apply:
- New document goes before old.
 - Description goes before drawing.
 - Special regulation takes precedence over general regulation.
- Here, a goes before b/c and b goes before c.

Article 8 Applicable law and disputes

- 8.1** The GPC and the Contract shall be governed exclusively by Dutch law. Applicability of the Vienna Sales Convention is expressly excluded.
- 8.2** If a dispute arises between the Parties, (the directors of) the Parties shall enter into consultations to reach a solution.
- 8.3** If consultation does not lead to a solution and dispute resolution is necessary, the dispute shall be submitted to the competent court in Utrecht. This court shall have exclusive jurisdiction to hear disputes between the Parties.

Article 9 Formation of the Contract

- 9.1** Prior to entering into the Contract, Contractor shall make an offer that complies with the Specifications provided by Client. The offer is irrevocable unless the offer unambiguously states that it may be revoked.
- 9.2** Any deviations from Client's Specifications shall be reported by Contractor In Writing in advance. Deviations only apply after Written approval by Client.
- 9.3** The Contract shall be concluded exclusively In Writing. Any amendment to the Contract shall also be made exclusively In Writing.
- 9.4** Before actual performance of the Contract, Contractor shall send a duly signed copy of the Contract to Client - if applicable - including appendices.
- 9.5** If the Contract is concluded with two or more natural persons or legal entities, they are jointly and severally bound to fulfil the Contract.

Article 10 Contract price, invoicing and payment

- 10.1** The Contract price is fixed during the term of the Contract. Changes in prices, labour costs, (transport or packaging) costs, taxes or other cost increasing circumstances do not change the Contract price.

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10.2 The payment term is 60 calendar days from the invoice date, unless Contractor is to be considered an SME. In that case, the payment term is 30 days.

10.3 Van Wijnen shall pay the invoice if the invoice - including attachments scanned into one (pdf) file - is approved.

10.4 If a maintenance period has been agreed between the Parties as referred to in article 30 GPC, Client is entitled - to secure the fulfilment of the obligations by Contractor - to withhold 5% of the Contract price during the maintenance period.

Article 11 Unit prices and quantities

11.1 If applicable to the Performance, the unit prices and hourly wages used by the Contractor shall be set out in the Contract.

11.2 In the case of adjustable quantities, the unit prices stipulated in the Contract shall be used.

11.3 The parties shall jointly determine the adjustable quantities by measurement in the work and/or in the working drawings.

11.4 Only the net quantities actually used in the work shall be taken into account.

Article 12 Involvement of third parties

12.1 If Contractor wishes to entrust (part of) the performance of the Contract to a third party, it shall seek prior Written consent from Client.

12.2 Contractor shall ensure that all relevant obligations under the Contract are passed on in full to the third party.

12.3 The consent referred to in clause 12.1 GPC does not release Contractor from its own liability to Client.

Article 13 Liability of Contractor

13.1 If the Contractor or a third party engaged by the Contractor is in Default as described in 1.12, or otherwise causes damage, the Contractor shall be liable to Van Wijnen for the damage suffered by Van Wijnen as a result.

13.2 Client shall be entitled, but shall not be obliged, to compensate and/or repair all damage caused by Contractor or a third party engaged by Contractor immediately at the expense and risk of Contractor. All costs thereof shall then immediately be reimbursed by Contractor to Client or may be deducted by Client from the Contract price.

13.3 Contractor shall indemnify Client against all claims of third parties. If two or more Contractors are joint parties to a Contract, they shall be jointly and severally liable for the entire performance and resulting consequences.

13.4 Without prejudice to the right to claim damages, Client shall also be entitled to collect an immediately payable penalty of 0.5% per calendar day from the day of the Default, up to a maximum of 10% of the amount payable by Client under the Contract.

Article 14 Insurance

14.1 Contractor is obliged to take out insurance sufficient for Client to cover its liability.

14.2 Contractor shall pay the premium in full in advance for the duration of its performance and shall demonstrate to Client's satisfaction that any benefits will be paid directly to Client. Failure to do so will entitle Client to terminate the Contract, without prejudice to Client's other rights.

14.3 Client is entitled to request a copy of the policy.

Article 15 Dissolution/termination by Van Wijnen

15.1 Client is entitled to dissolve the Contract in whole or in part, without any notice of default being required, if (it is apparent from information provided by the Contractor that):

- a. Contractor in Default is as defined in Article 1.12 GPC;
- b. Contractor becomes bankrupt, applies for suspension of payments, is placed under administration, management or guardianship;
- c. Contractor's assets have been made subject to attachment (pre-judgement or executory);
- d. Contractor ceases its business operations;
- e. Contractor transfers control of its business to a third party and the performance of the Contract may, in Client's opinion, be hindered as a result;
- f. Contractor is prevented from fulfilling the Contract for more than 30 calendar days due to Force Majeure

15.2 The termination option set out in article 15.1 GPC shall not affect Client's right to further perform the Contract or have it performed by a third party.

15.3 In the event of dissolution of the Contract on one of the grounds referred to in article 15.1 GPC, Client shall be entitled to recover damages and costs resulting from the dissolution from Contractor, whether or not by set-off in accordance with article 17.1 GPC.

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15.4 Van Wijnen shall be entitled to terminate the Contract prematurely if there is a valid reason for doing so. In that case, Van Wijnen shall set a reasonable term and pay the costs in proportion to the state of the performance by the Contractor.

Article 16 No assignment and no right of retention

16.1 Without Client's prior Written consent, Contractor may not assign, encumber with limited rights or transfer under any other title any claims against Client arising from the Contract to a third party. Such consent may be subject to conditions imposed by Client.

16.2 Article 16.1 has property law effect within the meaning of Section 3:83(2) of the Civil Code.

16.3 Contractor shall not have the right of retention as referred to in Sections 3:290-295 of the Civil Code, unless Client is in Default with respect to the payment of undisputed invoice(s).

16.4 Contractor shall stipulate with third parties to be engaged by it that they do not have the rights referred to in Article 16.3 GPC.

16.5 The Contractor shall indemnify Van Wijnen for damage and costs resulting from the exercise of the right of retention by the third parties engaged by it.

Article 17 Right of set off and suspension

17.1 Client shall be entitled to set off - whether or not due and payable - claims against Contractor against what Client or its affiliated companies owe to Contractor under other contracts. Contractor is not entitled to any set-off.

17.2 Client shall be entitled to suspend the performance of its obligations if, in the opinion of Client, Contractor is in default of the Contract.

Article 18 Timetable - strict deadlines

18.1 A timetable set out in the Contract is binding on Contractor.

18.2 Dates referred to in the timetable shall apply to the Contractor as strict deadlines within the meaning of Section 6:83 (a) of the Civil Code.

18.3 Client is entitled to adjust the timetable and/or change the order of the Goods and/or further determine the time of delivery whether or not on a call-off basis, if it considers this desirable. In that case, the Contractor shall not be entitled to compensation for damage and/or costs, unless in the exclusive opinion of the Client the costs for the Contractor are demonstrably increased significantly as a result of that change.

18.4 Contractor shall immediately report impending delivery time overrun In Writing to Client.

18.5 Contractor shall not be entitled to suspend Performance in the event that Client fails to fulfil any of its obligations.

Article 19 Guarantee

19.1 Contractor guarantees the Performance and the Goods, as stipulated in the Contract.

19.2 If the Contract contains no guarantee provisions, the following applies:

a. Contractor guarantees that the Goods and/or Performance satisfy the Contract.

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

c. Contractor shall ensure that all parts, auxiliary materials, accessories, tools, spare parts, certificates, operating instructions and instruction manuals (in the Dutch language), which are necessary for the realisation of the purpose specified by Client In Writing, are supplied, even if they are not referred to by name;

d. Contractor guarantees that the Performance complies with all relevant national and international laws and regulations concerning (inter alia) quality, environment, health and safety.

e. The guarantees referred to under a-d shall, unless otherwise agreed In Writing, apply for a period of two years from the date the Goods are delivered and, if relevant, installed and/or assembled at Client's premises.

f. An agreed guarantee period starts running again after acceptance of the repair, replacement or supplement to which the guarantee provisions apply.

g. This Article does not relieve Contractor from its liability for hidden defects in the Goods, or any hidden defective Performance that becomes apparent after the guarantee period, but not more than four years after the expiry of the guarantee period.

19.3 Whether or not stipulated in the Contract, the Contractor's guarantee obligation also includes compensation for damage or costs relating to a guarantee claim or resulting in any way from breach of articles 19.1 and 19.2 GPC.

19.4 Defects covered by the guarantee and reported to Contractor within the guarantee period shall be remedied by Contractor no later than two weeks after reporting.

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19.5 Unless there is a situation of Force Majeure on the part of Contractor, guarantee claims that have not been remedied within the period specified in clause 19.4 GPC shall be remedied by Client. All damages and costs shall then be recovered from Contractor.

19.6 In the event of (imminent) suspension of payment or bankruptcy of the Contractor, the Client shall be entitled to deduct from the Contract price an amount to be reasonably determined by the Contractor - of at least 5% of the Contract price - as financial compensation for the loss of guarantee claims.

19.7 An agreed guarantee period shall begin to run again after acceptance of the repair, replacement or supplement to which the guarantee provisions apply.

19.8 If and insofar as the Performance relates to Woningborg or SWK dwellings, the Contractor shall fulfil the obligations under the Woningborg/SWK scheme.

Article 20 Copyright, intellectual and industrial rights, use of documents

20.1 Data carriers and documents provided by Client to Contractor remain the property of Client. The documents may not be copied by Contractor or made available to third parties unless necessary for Performance.

20.2 Data carriers and documents shall be deleted or returned to Client by Contractor upon first request.

20.3 Contractor shall indemnify Client against third party claims for infringement of copyright and/or industrial and/or patent rights in the context of performance of the Contract.

20.4 Contractor guarantees the free and undisturbed use by Client of the Goods.

20.5 If Contractor wishes to use Client's documents in the context of (digital) publications, prior consent shall be requested.

Article 21 Drawings and calculations Contractor and Electronic Data Interchange System (EDI)

21.1 If Contractor provides models, drawings and calculations, their detailing shall comply with the SBR detail standards.

21.2 Unless approved by Client, Contractor remains liable for drawings and calculations provided by or on behalf of Contractor.

21.3 Contractor shall make all electronic data/documentation relating to its Performance

available to Client at its first request and at its expense, on a (digital) data carrier to be specified by Client and in a format to be determined by Client with any *plot styles* provided.

21.4 If the Performance is to be executed in BIM, the Contractor shall act in accordance with Client's BIM Protocol, which shall then be attached to the Contract as an appendix.

21.5 Client is free to use this documentation, including reproducing it for its own use or for use in its manuals.

21.6 Contractor shall operate an electronic data interchange (EDI) system compatible with Client's system.

21.7 Parties shall consider information sent and/or shared via the EDI as written communication.

21.8 Information and/or documents shared by Contractor via EDI may be stored, printed and copied by Client.

Article 22 Materials, tests, inspections

22.1 If Goods are to be inspected, Contractor shall store them so that inspection can take place.

22.2 Delivery of the Goods can only take place after acceptance/approval by or on behalf of Client.

22.3 Client shall have the right during the performance of the Contract to require a test piece/trial set-up, sampling, inspection and/or testing of parts or materials.

22.4 Contractor shall provide all cooperation free of charge if Client makes use of the possibility referred to in Article 22.1 and 22.2.

22.5 If an inspection as referred to in this article cannot take place at the agreed time through the fault of the Contractor, or if an inspection must be repeated, the resulting costs for the Client shall be borne by the Contractor.

22.6 In the event of rejection of (part of) the Goods and/or the Performance, the Contractor shall arrange for repair within five working days, unless otherwise agreed In Writing.

22.7 If Contractor fails to comply with the obligation described in clause 22.6 GPC, Client shall be entitled to have the same performed and/or delivered by a third party, at Contractor's expense.

22.8 If Contractor does not collect the rejected Goods within five working days - or the further agreed period -, Client has the right to return the Goods to Contractor in which case the costs shall be for the account of Contractor.

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Article 23 Delivery

- 23.1** Delivery shall take place at the agreed place and time, according to the agreed delivery condition. If nothing has been agreed in this respect, delivery shall be DDP (Incoterms 2020).
- 23.2** Client has the right to postpone the delivery. In that case, Contractor shall store, preserve, secure and insure the Goods properly packaged, separated and identifiable.
- 23.3** Contractor shall provide the delivery with Client's purchase order number. Deliveries that do not bear the purchase order number will not be accepted.

Article 24 Transfer of risk and ownership

- 24.1** Ownership of the Goods passes to Client after they have been delivered and - if agreed - assembled and/or installed.
- 24.2** If Client makes materials, such as raw materials, auxiliary materials, tools, drawings, Specifications and software available to Contractor for the fulfilment of its obligations, these shall remain Client's property under all circumstances. Contractor shall keep these materials and mark them as Client's property in a manner recognisable to third parties. The materials shall be deemed to be in good condition and in accordance with the required Specifications, unless Contractor has complained In Writing within a reasonable period after receipt.
- 24.3** The risk of the Goods shall pass to Client at the time of delivery and approval of the Goods in accordance with Article 22 GPC. Without prejudice to the provisions of Article 19 GPC and the Contractor's other obligations.

Article 25 Contract extras

- 25.1** Any contract extras and reductions must be notified to Client by Contractor prior to performance, including the implications for price and timetable.
- 25.2** Execution of contract extras can only take place after Contractor has obtained a Written Order from Client.
- 25.3** Contract extras will be invoiced separately, in accordance with the provisions of Article 10 GPC.
- 25.4** If the Contractor does not comply with this, the contract extras shall be for its account.

Article 26 Safety

- 26.1** Contractor shall take measures with regard to the safety, welfare and health of persons in accordance with laws and regulations and the state of the technology and science as applicable to the Contract and/or the Performance and/or the Goods.
- 26.2** The materials or machinery and equipment used by the Contractor shall comply with the requirements to be imposed on them under current legislation and regulations. Contractor shall submit inspection certificates to Client upon request.
- 26.3** Unless otherwise agreed, Contractor shall provide the necessary working equipment, including the usual Personal Protective Equipment (PPE).
- 26.4** Contractor shall ensure that a Dutch or English-speaking person is present during the performance. The name of this person should be known to Client's manager.
- 26.5** Contractor shall deploy only authorised, certified and/or qualified persons to execute the Performance.
- 26.6** Contractor shall cooperate in identifying risks associated with the execution of the Performance and taking adequate measures to eliminate these risks in accordance with the occupational hygiene strategy.
- 26.7** Contractor shall remedy unsafe situations immediately and report them to Client.
- 26.8** Contractor shall report accidents immediately to Client and draw up an accident report of this. This report shall be provided to Client within 24 hours. This report, in any case as soon as possible, must include the default duration (in calendar days), as a measure of the severity of the accident.
- 26.9** Contractor shall actively participate in investigations aimed at: (i) improving safety awareness and (ii) identifying the causes of (near) accidents.

Article 27 Environment and sustainability

- 27.1** Contractor is responsible and liable for the proper disposal and/or processing of (residual) materials and waste. Contractor shall indemnify Client against all claims of third parties in this respect.
- 27.2** Contractor shall take measures to prevent damage and/or contamination on or at the Work.

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27.3 Client is certified for ISO 14001, CO2 Performance Ladder. Contractor shall act accordingly.

27.4 If the Performance involves FSC or PEFC certified timber or timber products, Contractor shall state the Chain of Custody (CoC) number on the delivery receipt and on the invoice and specify the delivery (in number and size) on the delivery receipt. After execution of the Performance, Contractor shall provide an overview of the deliveries and Specifications. Contractor shall immediately notify Client in Writing of any Interim changes in product groups and/or CoC number.

27.5 If timber is supplied from outside the EU (under EUTR), Contractor shall at all times allow Client insight into the origin of the timber (including material/product identification, place of harvest and harvest concession). If timber is supplied from within the EU, this obligation to allow insight only applies when third parties provide substantiated evidence that the timber (product) supplied by Contractor could originate from a controversial source.

27.6 Client has a target of "0 waste by 2025" and expects Contractor to take a proactive role to achieve this target. Packaging must be recyclable and pallets must be reused. Residual materials must be demonstrably recyclable as raw materials.

Article 28 Packaging

28.1 Contractor shall package the Goods at its expense, in a manner appropriate to the Goods, so that they reach their destination in good condition and undamaged.

28.2 Contractor is liable for damage caused by insufficient or inadequate packaging.

28.3 Contractor is responsible for the processing respectively destruction of (transport) packaging materials. If packaging materials are processed or destroyed by Client at Contractor's request, this shall take place at Contractor's expense and risk.

28.4 Contractor shall ensure that the (transport) packaging materials are removed at its expense and risk.

Article 29 Use of material Client

29.1 If in the performance of the Contract Contractor uses material or machinery and equipment provided by Client, Contractor shall be responsible for correct use and adequate maintenance. In the event of damage, loss and/or theft, Contractor shall be liable for the damage.

Article 30 Maintenance period

30.1 If a maintenance period has been agreed, Contractor shall handle maintenance requests within two weeks of notification.

30.2 Unless there is a situation of Force Majeure on the part of Contractor, defects that have not been remedied within the period specified in clause 32.1 GPC shall be remedied by Client. All damages shall then be recovered from Contractor.

Article 31 Termination

31.1 If a contract for a definite or indefinite period has been entered into between Parties, Client is always entitled to terminate it, for whatever reason, with due observance of a reasonable notice period. Upon termination, Client is not obliged to pay any compensation or damages.

Article 32 Client code of conduct

32.1 In performing the Contract, Contractor shall act in accordance with and conform to the model business code of the Foundation for Assessment of Integrity in the Construction Industry (SBIB) and the code of conduct "This is how we do" adopted by Client, as published on our website. Click [here](#) to open the code of conduct.

Article 33 Language

33.1 The Dutch text of the GPC constitutes the only authentic text. In the event of any discrepancy between the Dutch text and a translation into a foreign language, the Dutch text shall prevail.