

# General Terms and Conditions Van Wijnen Groep B.V.

Version 2023

## Article 1 Definitions

- 1.1 Workers:**  
Persons employed by Contractor, or third parties engaged by Contractor, or otherwise involved in Contractor's Performance.
- 1.2 GT&C:**  
The present set of General terms and conditions of Van Wijnen.
- 1.3 Specification:**  
The conditions for - or the technical description of - a construction work and all related and connected documents.
- 1.4 ST&C:**  
A set of Special terms and conditions of Van Wijnen containing agreements for specific (technical) work, designated by a specific number.
- 1.5 BW:**  
The Dutch Civil Code.
- 1.6 Digital building site registration system:**  
The digital system for registration and identification of Workers working on building sites and projects.
- 1.7 Contractor:**  
The party with whom Van Wijnen enters into a Contract.
- 1.8 Contract price:**  
The price for the Performance agreed by the Parties and set out in the Contract.
- 1.9 Contract:**  
The written agreements between the Parties in which the Contractor undertakes towards Van Wijnen to deliver the Performance.
- 1.10 Force Majeure:**  
A situation that makes it (temporarily) impossible to fulfil the Contract and which cannot be attributed to the Contractor, as described in Section 6:75 of the 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.
- 1.11 Parties:**  
Van Wijnen and Contractor.
- 1.12 Performance:**  
That which the Contractor is required to supply under the Contract: goods, services and/or activities.

- 1.13 Principal:**  
The party with whom Van Wijnen concludes a (building) contract for the work, on the basis of which Van Wijnen concludes the Contract with Contractor.
- 1.14 Written:**  
On paper or (as a scanned file) by email.
- 1.15 Van Wijnen:**  
Van Wijnen Groep B.V. and/or its affiliated legal entities, entering into Contract(s) with Contractor.
- 1.16 Default:**  
Situation in which the Contractor 1) has failed to fulfil the Contract and has not still fulfilled the Contract within the reasonable period set by Van Wijnen, 2) has not delivered the Performance in accordance with timetable, 3) has otherwise defaulted on the grounds of section 6:83 sub b or c of the Dutch Civil Code, or 4) Van Wijnen cannot reasonably, given the circumstances of the case, be required to first give the Contractor notice of default.
- 1.17 Site:**  
The location where the Performance is actually to be (delivered).
- 1.18 Wkb:**  
Quality Assurance (Building Sector) Act.
- 1.19**  
The definitions used in this article are also used in the Contract.

## Article 2 Applicability General terms and conditions

- 2.1**  
The GT&C apply to the Contract.
- 2.2**  
The ST&C shall apply to the Contract if the Parties so agree.
- 2.3**  
Additions to or deviations from the GT&C or ST&C shall only be agreed In Writing.
- 2.4**  
Van Wijnen expressly rejects the applicability of general terms and conditions of the Contractor.

## Article 3 Compliance with standards, laws and regulations

- 3.1**  
Contractor guarantees that the Performance meets the requirements of good and thorough workmanship.
- 3.2**  
Contractor warrants that it complies with all laws and regulations relevant to the Contract and the Performance as may be in force on the day the Contract is signed, even if laws and regulations are not explicitly referred to in the Contract, the GT&C or the ST&C.

# General Terms and Conditions Van Wijnen Groep B.V.

Version 2023

- 3.3** The Contractor shall provide Van Wijnen, insofar as applicable to its activities, on first request with the documents that Van Wijnen must submit to Principal pursuant to section 7:757a of the Civil Code (Client file under the Wkb).
- 3.4** Insofar as applicable pursuant to the Wkb, and insofar as this applies to the activities to be performed by the Contractor, the Contractor shall also, at the first request of Van Wijnen or the quality assurance agency engaged on behalf of Van Wijnen, supply in good time the documents necessary to compile the 'competent authority file'.
- 3.5** The documents referred to in Articles 3.2 and 3.3 include, for example, drawings, calculations, revision documents and inspection reports.
- 3.6** Contractor shall arrange for permits, exemptions and/or consents necessary for the performance of the Performance.

## **Article 4 Duty to warn Contractor**

- 4.1** The Contractor shall give Van Wijnen timely warning In Writing of any apparent inaccuracies, ambiguities, unsuitability and/or defects in the documents and items supplied or made available by Van Wijnen. In doing so, the Contractor shall point out any consequences for the proper fulfilment of the Contract.
- 4.2** If Contractor fails to give the warning referred to in paragraph 4.1 GT&C, Contractor cannot (later) rely on these errors or missing parts and Contractor shall be liable for damages.
- 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.

## **Article 5 Data, personal data and privacy**

- 5.1** Insofar as Van Wijnen processes personal data, it does so in accordance with the privacy regulations and its privacy statements, published on [www.vanwijnen.nl](http://www.vanwijnen.nl).
- 5.2** To the extent that Van Wijnen and Contractor exchange personal data for the performance of the Contract, Contractor shall comply with the privacy regulations.
- 5.3** Contractor shall take the required security measures to comply with the privacy regulations. Contractor shall be obliged to give Van Wijnen information about this immediately and In Writing, upon request.

- 5.4** Contractor is obliged to immediately report to Van Wijnen any data breaches involving personal data in respect of which Van Wijnen is the responsible party within the meaning of the General Data Protection Regulation (GDPR), at the latest within 24 hours, by sending a report to [datalek@vanwijnen.nl](mailto:datalek@vanwijnen.nl).
- 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 and Workers are obliged to maintain secrecy towards third parties in respect of the Contract and/or Van Wijnen, unless otherwise can be inferred from the Contract or the nature of the Performance.
- 6.2** Contractor shall use information and data provided to it exclusively for the performance of the Contract.
- 6.3** The Contractor shall not be allowed to use the name of Van Wijnen in (digital) publications, advertisements or in any other manner, unless Van Wijnen has given its consent In Writing.
- 6.4** Contractor shall impose the obligations referred to in this article on Workers. Contractor shall also oblige Workers to pass on the obligations referred to in this article by way of a chain clause to third parties to be engaged by them.

## **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 GT&C and the Contract are governed exclusively by Dutch law.
- 8.2** If a dispute arises between the Parties, (the directors of) the Parties shall enter into consultation to reach a solution.
- 8.3** If consultation does not lead to a solution and dispute resolution is required, the dispute shall be submitted to the *Council of Arbitration in Construction Disputes*.

# General Terms and Conditions Van Wijnen Groep B.V.

Version 2023

**8.4** Van Wijnen shall, notwithstanding the provisions of article 8.3 GT&C, be entitled to submit the dispute to the competent civil court, or to the body agreed between Principal and Van Wijnen.

## **Article 9 Formation of the Contract**

**9.1** Prior to the conclusion of the Contract, the Contractor shall make an offer that meets the specifications supplied by Van Wijnen.

**9.2** Any deviations from Van Wijnen's specifications shall be reported by the Contractor In Writing in advance. Deviations shall apply only after written approval by Van Wijnen.

**9.3** The Contract shall only be concluded In Writing. Any amendment to the Contract shall also be made In Writing only.

**9.4** Before actual performance of the Contract, the Contractor shall send Van Wijnen - if applicable - a duly signed or digitally signed copy of the Contract, including appendices.

**9.5** If the Contract is concluded with two or more natural persons or legal entities, they shall be jointly and severally liable for performance of 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, wages, costs, social charges, taxes or other cost-increasing circumstances do not change the Contract price.

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

**10.3** Van Wijnen shall pay the invoice if (to the extent applicable to the Performance):

- a. the invoice - including attachments scanned into one (pdf) file - is approved;
- b. in the event of work taking place on site that is subject to the requirements of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act ('WKA', the man-days register has been completed fully and truthfully in accordance with Van Wijnen's format. If the Contractor uses another man-days register, it shall contain at least the same elements as the Van Wijnen format and shall require approval by Van Wijnen;
- c. Contractor expressly declares that the employees engaged by it - in accordance with the Labour Market Fraud (Bogus Schemes) Act - have been paid in accordance with the collective labour agreement (CAO);

d. the provisions of Article 13 GT&C have been complied with;

e. it has been approved by Van Wijnen's manager of (the part of) the Performance, to which the invoice relates;

f. Contractor has ensured correct entry and registration of Workers in the Digital building site registration system.

g. Contractor has complied with the obligation to submit a statement of payment history every three months.

**10.4** If a maintenance period has been agreed between the Parties as referred to in article 29 GT&C, Van Wijnen shall be entitled - as security for the fulfilment of the obligations by the Contractor - to withhold 5% of the Contract price during the maintenance period.

**10.5** If Van Wijnen is jointly and severally liable under the Collection of State Taxes Act 1990 (WKA) for payroll tax of the Contractor, there shall be stated by the Contractor on the invoice, by way of supplement to 10.4 GTC:

- a. the text 'Turnover tax reverse-charged'.
- b. the VAT ID number of the relevant Van Wijnen entity.

## **Article 11 Unit prices and quantities**

**11.1** If applicable to the Performance, the unit prices and hourly wages applied 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 applied.

**11.3** The parties shall jointly determine the adjustable quantities by measurement in the work and/or in the working drawings, in accordance with NEN3699.

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

**11.5** Upon the last payment deadline - or earlier at the request of Van Wijnen - the Contractor shall provide a list of adjustable quantities used, signed on behalf of Van Wijnen.

## **Article 12 Engagement of third parties - general**

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

**12.2** Contractor shall ensure that all relevant obligations under the Contract are passed on in full to third parties engaged by Contractor.

# General Terms and Conditions Van Wijnen Groep B.V.

Version 2023

- 12.3** The Contractor shall invite the third parties engaged by it for registration in the Digital building site registration system as separate parties.
- 12.4** Third parties engaged by the Contractor shall ensure correct entry and registration of its Workers and any third party(ies) engaged by it in the Digital building site registration system.
- 12.5** The engagement of third parties by the Contractor shall not discharge the Contractor from its own liability towards Van Wijnen.

## **Article 13 Engagement of third parties - relevant laws and regulations**

- 13.1** Contractor guarantees that it complies with laws and regulations related to the performance of labour and the employment of Workers, including in any case: the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act ('WKA'), the Labour Market Fraud (Bogus Schemes) Act (WAS), the Foreign Nationals (Employment) Act (WAV), the Assessment of Employment Relationships (Deregulation) Act, the Placement of Personnel by Intermediaries Act (WAADI), the Balanced Labour Market Act (WAB), the Posted Workers in the European Union (Working Conditions) Act, the *Posted Workers Reporting* centre and the Revised Posting of Workers Directive.
- 13.2** If, in the course of its Performance, Contractor deploys Workers who qualify as self-employed entrepreneurs (zzp'er), Contractor shall ensure proper verification of the requirements for self-employment, including the use of a model contract to be entered into with those Workers which has been approved by the tax authorities and possession of a VCA-VOL diploma.
- 13.3** If the Contractor or any third party engaged by it qualifies as a temporary employment/secondment agency, they must be NEN4400-1/4400-2 certified and registered in the Trade Register as a business that supplies workers (WAADI).
- 13.4** The Contractor shall impose the obligation referred to in article 13.1, 13.2 and 13.3 GT&C as a chain clause on all (foreign) third parties engaged by and through it, including self-employed persons and intermediaries supplying personnel. Employees of these parties do not qualify as Contractor's own personnel.

- 13.5** All information requested from the Contractor shall be provided to Van Wijnen upon first request.
- 13.6** Van Wijnen shall be given the opportunity to fulfil its duty of care to verify (or have verified) whether the Contractor acts in accordance with laws and regulations.
- 13.7** Costs and/or penalties arising from incorrect, incomplete and/or untimely information or failure to comply with laws and regulations shall be charged to Contractor.
- 13.8** The Contractor shall indemnify Van Wijnen for damage resulting from or in connection with the failure to (fully) comply with the legislation referred to in this article.
- 13.9** If the Contract is subject to the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act ('WKA'), the Contractor shall maintain a G-account.

## **Article 14 Liability of Contractor**

- 14.1** If the Contractor or a third party engaged by the Contractor is in Default as described in 1.16, or otherwise causes damage, the Contractor shall be liable to Van Wijnen for the damage suffered by Van Wijnen as a result.
- 14.2** The Contractor shall indemnify Van Wijnen against all claims of third parties, including the Principal.
- 14.3** Contractor shall ensure adequate insurance for liability as referred to in Article 15 GT&C.
- 14.4** If a Worker suffers injury or damage to property while carrying out the activities or being present at the Site in connection with the performance of the Contract, the following shall apply:
- Contractor shall indemnify Van Wijnen for all claims of the Worker who has incurred the aforementioned damage;
  - Contractor shall, in the event that the Worker holds both Van Wijnen and Contractor liable, proactively deal with or submit the Worker's damage to its liability insurer;
  - If the Worker nevertheless persists in its claim against Van Wijnen, the Contractor's indemnification obligation towards Van Wijnen shall include the costs of defence and/or damage settlement costs to be incurred by or on behalf of Van Wijnen.

# General Terms and Conditions Van Wijnen Groep B.V.

Version 2023

## Article 15 Insurance

### **CAR insurance**

- 15.1** Contractor shall enter into a CAR insurance policy for the Performance.
- 15.2** If Van Wijnen has taken out CAR insurance for the activities, the Contractor shall not automatically be co-insured.
- 15.3** Contractor is only co-insured if Van Wijnen has expressly granted access In Writing beforehand.
- 15.4** Contractor is only for damage to the relevant work and the materials or items intended for it that Contractor actually works on in performance of the Contract.
- 15.5** In case of co-insurance as referred to in clause 15.4 GT&C, Contractor shall only be co-insured against damage to the work (Section 1A) and - provided the cause of damage is related to the construction - to property of Principal (Section 1C).
- 15.6** The Contractor shall never be co-insured for damage falling under sections of Van Wijnen's CAR insurance other than those referred to in article 15.5 GT&C.
- 15.7** In the event of co-insurance as referred to in article 15.4 GT&C, the Contractor shall reimburse the amount of excess payable by Van Wijnen in the event of damage.
- 15.8** In the event of co-insurance as referred to in article 15.4 GT&C, Van Wijnen retains the right to seek recourse from (an) insurer of the Contractor and/or from the Contractor itself.
- 15.9** The Contractor shall be liable for damage not covered by Van Wijnen's CAR insurance and/or the Contractor's CAR insurance in connection with the Contract. The Contractor shall indemnify Van Wijnen - and shall itself ensure adequate insurance - for such damage.

### **Business liability insurance (AVB)**

- 15.10** Contractor shall take out AVB insurance for the Performance.
- 15.11** Notwithstanding anything provided in this respect in the Specification or agreed with Principal, the Contractor shall be obliged to insure itself for at least €2,500,000 (two million five hundred thousand euros) per event, including consequential loss, and to continue to be insured against thirdparty liability.
- 15.12** The Contractor shall be liable for damage not covered by the AVB insurance and related to the Contract. Contractor shall indemnify Van Wijnen for such damage.

### **Motor liability (WAM) insurance**

- 15.13** Contractor shall take out WAM insurance for damage arising from the deployment of machinery and equipment which is subject to mandatory WAM insurance (also for motor vehicles) deployed by or on behalf of Contractor for the purpose of the Contract.
- 15.14** Van Wijnen shall be designated as a co-insured in the WAM policy.
- 15.15** The insured amount shall be fully available for the work risk, including management errors of Van Wijnen or other parties involved in the construction.
- 15.16** Insufficient prevention by Contractor shall not result in lapse of cover.
- 15.17** The insurance policy may not include sublimits.
- Comprehensive ('Casco') insurance**
- 15.18** Contractor shall take out Casco insurance for the machinery and equipment to be deployed.
- 15.19** Van Wijnen and Principal shall be designated as co-insureds in the Casco insurance policy. The Casco insurer thereby waives recourse against these co-insureds.
- 15.20** The Contractor shall indemnify Van Wijnen and the Principal for (Casco) damage caused by or to machinery and equipment owned or used by the Contractor or made available by Van Wijnen.
- Other insurance provisions**
- 15.21** Contractor shall make available (certificates of) the insurance policies as referred to in this Clause 15 at the request of Van Wijnen.
- 15.22** If the Contractor does not fulfil its insurance obligation, Van Wijnen shall be entitled to arrange suitable insurance(s) itself, at the expense of the Contractor.
- 15.23** Contractor shall take out additional insurance as necessary so that the activities, supplies and/or materials for which it is responsible and which are intended for the work are adequately insured.
- 15.24** Insurance claims of Parties shall not affect the liability of Van Wijnen and Contractor towards each other and towards third parties. Damage not covered by a policy or not (fully) compensated shall therefore be for the account of the liable party.
- 15.25** Van Wijnen shall be entitled to set off amounts which are for the Contractor's account under the insurance (non-covered damage and excess) in accordance with article 18.1 GT&C.

# General Terms and Conditions Van Wijnen Groep B.V.

Version 2023

## **Article 16 Dissolution/termination by Van Wijnen**

- 16.1** Van Wijnen shall be 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):
- Contractor is in Default;
  - Contractor becomes bankrupt, applies for suspension of payments or is placed under administration, management or guardianship;
  - Contractor's assets have been made subject to attachment (pre-judgement or executory);
  - Contractor ceases its business operations;
  - Contractor transfers control of its business to a third party and the performance of the Contract may be impeded as a result in Van Wijnen's opinion.
  - Contractor is prevented from fulfilling the Contract for more than thirty days due to Force Majeure;
  - Contractor fails to comply with, or act in accordance with, the safety rules referred to in Article 26 GT&C.
- 16.2** The possibility of dissolution laid down in Article 16.1 GT&C shall not affect Van Wijnen's right to have the Contract further executed by a third party.
- 16.3** In the event of dissolution of the Contract on one of the grounds referred to in article 16.1 GT&C, Van Wijnen shall be entitled to recover the damage and costs resulting from the dissolution from the Contractor, whether or not by set-off in accordance with article 18.1 GT&C.
- 16.4** 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 17 Prohibition of assignment and waiver of rights**

- 17.1** Without the prior written consent of Van Wijnen, the Contractor shall not be permitted to assign, pledge or transfer under any other title any claims against Van Wijnen arising from the Contract to a third party.
- 17.2** Article 17.1 has property law effect as referred to in Section 3:83(2) of the Civil Code.
- 17.3** The Contractor waives its right of retention as referred to in sections 3:290-295, unless Van Wijnen is in default with respect to the payment of undisputed invoice(s).

- 17.4** Contractor shall stipulate with third parties to be engaged by it that these third parties waive the rights referred to in Article 17.3 GT&C.
- 17.5** 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 18 Right of set off and suspension**

- 18.1** Van Wijnen shall be entitled to set off claims - whether or not due and payable - against what Van Wijnen owes to the Contractor, or against what other Van Wijnen (entities) owe to the Contractor.
- 18.2** Van Wijnen shall be entitled to suspend the fulfilment of its obligations if, in the opinion of Van Wijnen, the Contractor is in default in the fulfilment of the Contract.

## **Article 19 Timetable - strict deadlines**

- 19.1** A timetable set out in the Contract is binding on Contractor.
- 19.2** Dates specified in the timetable shall apply to Contractor as strict deadlines.
- 19.3** During the performance of the Contract, the parties shall hold timely consultations on any desired or necessary changes to the timetable.
- 19.4** If amendment as referred to in Article 19.3 is called for, the Parties shall redefine the timetable.

## **Article 20 Guarantee**

- 20.1** Contractor guarantees the Performance, as stipulated in the Contract.
- 20.2** If no guarantee arrangement has been agreed with the Contractor and no guarantee arrangement has otherwise been determined (by Principal), SWK's guarantee rules shall apply.
- 20.3** Whether or not stipulated in the Contract, the Contractor's guarantee obligation also includes compensation for damages or costs associated with a guarantee claim.
- 20.4** 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.
- 20.5** Unless there is a situation of Force Majeure on the part of the Contractor, guarantee claims that have not been remedied within the period referred to in article 20.4 GT&C shall be remedied by Van Wijnen. All damage(s) and costs shall then be recovered from the Contractor.

# General Terms and Conditions Van Wijnen Groep B.V.

Version 2023

- 20.6** In the event of (impending) bankruptcy of the Contractor, Van Wijnen shall be entitled to deduct from the Contract price an amount to be reasonably determined by it - of at least 5% of the Contract price - as financial compensation for the loss of guarantee claims.
- 20.7** Where the Performance relates to Woningborg or SWK dwellings, Contractor shall fulfil the obligations under the Woningborg/SWK scheme.

## **Article 21 Copyright and use of documents**

- 21.1** Documents and/or data carriers provided by Van Wijnen to the Contractor shall remain the property of Van Wijnen. The documents may not be copied by the Contractor or made available to third parties, unless necessary for the Performance.
- 21.2** Data carriers and documents shall be deleted or returned to Van Wijnen by the Contractor on first request.
- 21.3** The Contractor shall indemnify Van Wijnen against claims of third parties for infringement of copyright and/or patent rights in the context of performance of the Contract.
- 21.4** If, in the context of (digital) publications, the Contractor wishes to make use of information about Van Wijnen or about Van Wijnen's projects, permission shall be requested in advance.

## **Article 22 Drawings, BIM, electronic data exchange system**

- 22.1** If Contractor provides models, drawings and calculations, BIM (3D) models must comply with model basis ILS and BIM protocol. Details and drawings must comply with NEN2574, RR130 and SBR detail standards. If working with both BIM (3D) models and 2D drawings, they will be linked to each other, or derived from each other.
- 22.2** Unless approved by Van Wijnen, the Contractor shall remain liable for drawings and calculations provided by or on behalf of the Contractor.
- 22.3** Upon first request, Contractor shall at its own expense make all electronic data concerning its Performance available to Van Wijnen, on a (digital) data carrier to be indicated by Van Wijnen and in a format to be determined by Van Wijnen.
- 22.4** If the Performance is to be executed in BIM, the Contractor shall act in accordance with the BIM protocol and Van Wijnen's performance plan, which shall then be attached to the Contract as an appendix.

- 22.5** Contractor shall participate in the electronic data exchange system (DMS) made available by Van Wijnen.
- 22.6** Parties shall consider information sent and/or shared through the DMS as written communication.
- 22.7** Information and/or documents shared by Contractor via DMS may be stored, printed and copied by Van Wijnen.

## **Article 23 Materials, tests**

- 23.1** If building materials are required to be inspected (whether or not in the context of the Wkb), the Contractor shall store them so that inspection can take place. Delivery of these building materials can only take place after approval.
- 23.2** Van Wijnen shall be entitled to require a test piece/trial set-up, sampling and/or testing of parts or materials during the performance of the Contract.

## **Article 24 Contract extras and reductions**

- 24.1** Any contract extras or reductions must be reported to Van Wijnen by the Contractor prior to execution, including the implications for price and timetable.
- 24.2** Execution of contract extras can only take place after the Contractor has received a written Order from Van Wijnen.
- 24.3** Contract extras will be invoiced separately in accordance with the provisions of Article 10 GT&C.

## **Article 25 Site Contractor**

- 25.1** The Contractor shall take note of the actual condition of the Site prior to execution of the Performance. Any impediments shall be reported by Contractor to Van Wijnen In Writing prior to execution.
- 25.2** If Contractor has not reported any impediments, Contractor shall be deemed to have accepted the Site.
- 25.3** If, in the performance of the Contract, the Contractor uses material or machinery and equipment made available by Van Wijnen, the Contractor shall be responsible for correct use and adequate maintenance. In the event of damage, loss and/or theft, the Contractor shall be liable for the damage.

# General Terms and Conditions Van Wijnen Groep B.V.

Version 2023

## **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 technology and science, insofar as applicable to the Contract and/or the Performance.
- 26.2** The material or machinery and equipment used by the Contractor on the work shall comply with the requirements to be imposed on it by virtue of current legislation and regulations. On request, the Contractor shall submit inspection certificates to Van Wijnen.
- 26.3** Contractor is responsible for instruction and adequate supervision of safe and healthy working.
- 26.4** Unless otherwise agreed, Contractor shall provide the necessary working equipment, including the usual Personal Protective Equipment (PPE).
- 26.5** The Contractor shall ensure that a Dutch or English-speaking person is present during the performance. The name of this person must be known to Van Wijnen's manager.
- 26.6** Contractor shall deploy only authorised, certified and/or qualified persons to execute the Performance.
- 26.7** Contractor takes note of and conforms to the Van Wijnen Building site regulations, the Project Management Plan and/or H&S plan of Van Wijnen. Contractor shall draw up a (partial) H&S plan for its own activities.
- 26.8** 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.
- 26.9** The Contractor shall report accidents immediately to Van Wijnen and draw up an accident report. This report shall be submitted to Van Wijnen within 24 hours. With this report, or in any case as soon as possible, the duration of the default (in calendar days) must be given as a measure of the severity of the accident.
- 26.10** In the event of fines and/or punitive measures (stoppage of work) imposed on Van Wijnen and/or Principal in connection with non-compliance with H&S rules by or on behalf of the Contractor, the damage shall be recovered from the Contractor.

- 26.11** Contractor shall make maximum efforts to ensure the safety of Workers and increase safety awareness. Contractor shall also encourage all parties involved to act proactively with regard to safety. Contractor shall ensure that Workers and/or suppliers engaged by Contractor behave in accordance with Van Wijnen's safety rules and toolboxes, as set out on [www.samenveiligbijvanwijnen.nl](http://www.samenveiligbijvanwijnen.nl).
- 26.12** Contractor shall participate in the specific safety introduction, safety instructions, meetings and training organised in the field of safety by Van Wijnen.
- 26.13** Contractor shall provide in-house emergency response for Workers. At least one in-house emergency response officer must be present during the performance. If this is not possible, this must be coordinated with Van Wijnen's manager.

## **Article 27 Environment and sustainability**

- 27.1** The Contractor shall be responsible and liable for proper removal and/or processing of (residual) materials and waste. The Contractor shall indemnify Van Wijnen against all claims from third parties in this respect.
- 27.2** Contractor shall take measures to prevent damage and/or contamination on or at the Work.
- 27.3** Van Wijnen is certified for ISO 14001, CO2 Performance Ladder. Every five years, Van Wijnen reassesses its CO2 reduction targets. Contractor shall make a proactive contribution to these targets, with regard to reducing the consumption of fossil fuels and electricity.
- 27.4** Van Wijnen aims to be waste-free by 2025 and expects Contractor to adopt a proactive attitude to achieve this objective.
- 27.5** If the Performance involves FSC or PEFC certified timber or timber products, the Contractor shall state the Chain of Custody (CoC) number on the delivery receipt and on the invoice and specify the delivery (in quantity and size) on the delivery receipt. After execution of the Performance, Contractor shall provide an overview of the deliveries and specifications. Interim changes in product groups and/or CoC number shall be reported by Contractor immediately to Van Wijnen In Writing.



# General Terms and Conditions Van Wijnen Groep B.V.

Version 2023

**27.6** Where timber is supplied from outside the EU (under EUTR), Contractor shall at all times allow Van Wijnen insight into the origin of the timber (including identification of the material/product, place of harvest and harvest concession). When 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.

**27.7** Contractor acts in accordance with the so-called *Ladder of Lansink*. Van Wijnen seeks to achieve residual streams that can be reused at the same level or higher. Residues from step D and below are considered by Van Wijnen to be waste.

**27.8** The Contractor is expected to adopt a proactive attitude to working with renewable raw materials and other materials as far as possible in processes and products over which it has an influence and, where possible, to use raw materials and other materials that lend themselves to high-quality reuse.

**27.9** With regard to the prevention and reduction of the environmental impact of its business operations, the Contractor is expected to pay continuous attention to the reduction of emissions, noise, waste and energy and fuel consumption through the use of renewable energy, such as wind and/or solar energy. Contractor may be asked to explain its policy and objectives with regard to environmental impact. At Van Wijnen's request, the Contractor will make reports available that provide insight into the progress on reduction objectives.

## **Article 28 Site - Digital building site registration system**

**28.1** Contractor shall ensure that the obligation to conform to the Digital building site registration system is passed on to every subsequent party in the building chain, so that it is clear which parties and Workers are present on the building site and what their relationship to each other is.

**28.2** Contractor shall ensure that the third party is invited for registration in the Digital building site registration system and that a Worker employed by Contractor is registered before the start of the activities. All required documents and/or data shall be entered in the Digital building site registration system before the start of the activities.

**28.3** Workers who are not fully and promptly registered will be denied access to the building site.

**28.4** Contractor shall ensure that Workers always carry a valid passport and/or identity card and - if applicable - a document bearing a valid endorsement for right to work in the Netherlands.

**28.5** Contractor shall ensure that Workers are familiar with and comply with the registration procedure of the Digital building site registration system.

**28.6** Contractor shall cooperate fully in monitoring compliance with the Digital building site registration system.

**28.7** The Contractor shall indemnify Van Wijnen for damage as a result of not (fully) complying with the legislation referred to in this article.

## **Article 29 Maintenance period**

**29.1** Unless otherwise agreed, the maintenance period is 6 months for construction work and 12 months for installation work.

**29.2** Contractor shall deal with defects occurring in the maintenance period within two weeks of notification.

**29.3** Unless there is a case of Force Majeure on the part of the Contractor, defects that have not been remedied within the GT&C term referred to in clause 29.1 shall be remedied by Van Wijnen. All damages shall then be recovered from the Contractor.

## **Article 30 Van Wijnen code of conduct**

**30.1** In executing the Contract, Contractor shall act in accordance with and conform to the Bouwend Nederland code of conduct and the Van Wijnen 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 31 Language**

**31.1** The Dutch-language text of the GT&C 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.