

General purchasing conditions Van Wijnen Components B.V.

Version 2024

Article 1 Definitions

- 1.1 GPC:**
The present set of general purchasing conditions of Van Wijnen Components B.V.
- 1.2 Workers:**
Personnel of Contractor and of third parties engaged by Contractor.
- 1.3 BW:**
The Dutch Civil Code (BW).
- 1.4 Digital building site registration system:**
The digital system for registration and of identification and registration of Workers and visitors to building sites and projects (Client uses BPCI at the time of adoption of this GPC 2022).
- 1.5 Client:**
Van Wijnen Components B.V. or its affiliated parties, namely Van Wijnen Smart Structures B.V., Van Wijnen Smart Frames B.V., Van Wijnen Smart Spaces B.V. and Van Wijnen Fijn Assembleren B.V.
- 1.6 Contractor:**
The party with whom Client enters into a Contract.
- 1.7 Contract price:**
The price for the Performance agreed by the Parties and set out in the Contract.
- 1.8 Contract:**
The Agreements In Writing between the Parties by which Contractor undertakes to Client to deliver the Performance.
- 1.9 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 (BW). Force majeure on the part of the Contractor shall in any case not include: lack of personnel, strikes, illness of personnel, late 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 the Contractor's production and liquidity or solvency problems at the Contractor, delay or increase in costs resulting in any way from (governmental measures related to) pandemics, in the Netherlands or abroad.
- 1.10 Parties:**
Client and Contractor.
- 1.11 Performance:**
That which the Contractor is required to deliver under the Contract: Goods and - if agreed - services and/or work, as well as all (legal) acts and/or formalities relating thereto.

- 1.12 Principal:**
The party with whom Client enters into a contract, on the basis of which Client enters into the Contract with Contractor.
- 1.13 Written/In Writing:**
Any form of communication by mail, email or other electronic data traffic.
- 1.14 Specification(s):**
The conditions for - or the technical description of - a construction work, the Goods and - if agreed - services and/or works and all related and connected documents.
- 1.15 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 Article 6:83 b or c of the Dutch Civil Code (BW), or 4) the Client cannot reasonably, given the circumstances of the case, be required to give the Contractor notice of default (In Writing).
- 1.16 Goods:**
The tangible objects to be supplied by Contractor under the Contract, whether or not assembled or manufactured for the benefit of Client.
- 1.17** 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 warrants that it shall at all times demonstrably 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.

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Article 4 Contractor duty to warn

- 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 article 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 Client in good time of any changes affecting the Contractor's business that may affect Client interests.

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 Client 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 Client.

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 set out in this article on Workers. Contractor shall also impose an obligation on Workers to pass on by way of an automatic transfer provision the obligations referred to in this article 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 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.

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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, wages, (transport or packaging) costs, social charges, taxes or other cost-increasing circumstances do not change the Contract price.
- 10.2** Contractor shall ensure that the invoice is received by Client no later than fourteen days after execution of the Performance.
- 10.3** The payment term shall be laid down in the Contract.
- 10.4** Client shall pay the invoice if (to the extent applicable to the Performance):
- the invoice - including attachments - has been approved;
 - the man-days register is fully completed;
 - the execution of the Performance is registered with Client.
- Invoices that do not meet the above requirements will not be processed.
- 10.5** If a maintenance period has been agreed between the Parties as referred to in article 32 GPC, Client is entitled - to secure the fulfilment of the obligations by Contractor - to withhold 5% of the Contract price during the maintenance period.

- 10.6** If Client is jointly and severally liable under the Collection of Payroll Taxes Act 1990 (WKA) for Contractor's payroll taxes, Contractor shall specify in addition to article 10.4 GPC on the invoice:
- a. size of labour cost component.
 - b. the text 'VAT reverse charge'.
 - c. the VAT ID number of Client and Contractor.

Article 11 Unit prices and quantities

- 11.1** If applicable to the Performance, the unit prices and hourly wages used by 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 article 12.1 GPC does not release Contractor from its own liability to Client.

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.

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13.2 If in the execution of its Performance Contractor deploys Workers who qualify as self-employed persons (zzp'er), Contractor shall ensure proper verification of the requirements for self-employment, including a model contract to be entered into with those Workers that has been approved by the tax authorities.

13.3 Contractor shall impose the obligations referred to in articles 13.1 and 13.2 GPC as an automatic transfer provision on all parties (foreign or otherwise) 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.

13.4 If the Contractor qualifies as an employment/secondment agency, it must be NEN4400-1/4400-2 certified and registered in the Trade Register as a company that places personnel (Waadi).

13.5 All information requested from Contractor shall be provided to Client upon first request.

13.6 Client shall be given the opportunity to fulfil its duty of care to check (or have checked) whether 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 Contractor shall indemnify Client for damages resulting from or in (any) connection with failure to (fully) comply with the legislation referred to in this article.

Article 14 Liability of Contractor

14.1 If the Contractor or a third party engaged by the Contractor is in Default as referred to in article 1.15 GPC, or otherwise causes damage, the Contractor shall be liable to Client for the damage suffered by Client as a result.

14.2 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.

14.3 Contractor shall indemnify Client against claims of third parties, including the Principal. If two or more Contractors are jointly party to a

Contract, they shall be jointly and severally liable for the entire Performance and resulting consequences.

14.4 In addition, without prejudice to the right to claim damages, Client shall be entitled to receive an immediately payable penalty of 0.5% per day from the day of the Default, up to a maximum of 10% of the amount payable by Client under the Contract.

Article 15 Insurance

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

15.2 Contractor shall pay the premium in full in advance for the duration of its activities 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.

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

Article 16 Power of termination

16.1 Client is entitled to terminate the Contract in whole or in part, without any notice of default being required, if (from a communication from Contractor it appears that):

- a. Contractor is in Default as referred to in article 1.15 GPC;
- b. Contractor becomes bankrupt, applies for suspension of payments, is placed under administration, management or guardianship;
- c. Contractor's assets have been attached (provisionally or executorially);
- 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 performing the Contract for more than thirty days due to Force Majeure.

16.2 The termination option referred to in article 16.1 GPC shall not affect the Client's right to continue to perform the Contract (or have it performed).

16.3 In the event of termination of the Contract on one of the grounds referred to in article 16.1 GPC, Client shall be entitled to recover damages from Contractor, whether or not by set-off in accordance with article 18.1 GPC.

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Article 17 No assignment and no right of retention

- 17.1** 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.
- 17.2** Article 17.1 GPC has property law effect within the meaning of Article 3:83(2) BW.
- 17.3** Contractor shall not have the right of retention as referred to in Articles 3:290-295 BW, unless Client 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 they do not have the rights referred to in article 17.3 GPC.

Article 18 Right of set off and suspension

- 18.1** Client shall be entitled to set off - whether or not due and payable - claims on Contractor against amounts that Client or its affiliated companies owe to Contractor under other contracts. Contractor is not entitled to any set-off.
- 18.2** 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 19 Timetable - strict deadlines

- 19.1** A timetable set out in the Contract is binding on Contractor.
- 19.2** Dates referred to in the timetable shall apply to the Contractor as strict deadlines within the meaning of Article 6:83 (a) BW.
- 19.3** 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 compensate 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.
- 19.4** Contractor shall immediately report impending delivery time overrun In Writing to Client.
- 19.5** Contractor shall not be entitled to suspend Performance in the event that Client fails to fulfil any of its obligations.

Article 20 Guarantee

- 20.1** Contractor guarantees the Performance and Goods as provided in the Contract.
- 20.2** If the Contract does not contain guarantee provisions the following shall apply:
- Contractor guarantees that the Goods and/or Performance comply with the Contract.
 - Contractor guarantees that the Goods are fully complete and ready for use.
 - Contractor shall ensure that all parts, auxiliary materials, attachments, 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;
 - Contractor guarantees that the Performance complies with all relevant national and international laws and regulations concerning (inter alia) quality, environment, safety and health.
 - Unless otherwise agreed In Writing, the guarantees referred to under a-d shall apply for a period of two years from the date the Goods are installed at Client's premises.
 - An agreed guarantee period starts to run again after acceptance of the repair, replacement or supplement to which the guarantee provisions apply.
 - This article does not relieve Contractor from its liability for hidden defects in the Goods, or a hidden defective Performance, which becomes apparent after the guarantee period, but not more than four years after the expiry of the guarantee period.
- 20.3** Whether or not stipulated in the Contract, the Contractor's guarantee obligation also includes compensation for damage or costs associated with a guarantee claim, or resulting in any way from breach of articles 20.1 and 20.2 GPC.
- 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 Contractor, guarantee claims that have not been remedied within the period specified in article 20.4 GPC shall be remedied by Client. All damages shall then be recovered from Contractor.

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- 20.6** In case of (imminent) suspension of payment or bankruptcy of Contractor, Client is 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** An agreed guarantee period starts to run again after acceptance of the repair, replacement or supplement to which the guarantee provisions apply.

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

- 21.1** 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.
- 21.2** Data carriers and documents shall be deleted or returned to Client by Contractor upon first request.
- 21.3** 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.
- 21.4** Contractor guarantees the free and undisturbed use by Client of the Goods.
- 21.5** If Contractor wishes to use Client's documents in the context of (digital) publications, prior consent will be sought.

Article 22 Drawings BIM, digital collaboration with data exchange system

- 22.1** If the Contractor provides BIM (3D) models, 3D drawings and detailing must comply with the SBR detail standards and/or the BIM Information Delivery Specification (BIM Basic ILS).
- 22.2** Unless approved by Client, Contractor remains liable for drawings and calculations provided by or on behalf of Contractor.
- 22.3** Contractor shall make all electronic data/documentation relating to its Performance available to Client at its first request at its expense, on a (digital) data carrier to be specified by Client and in a format to be determined by Client, and shall provide any *plot styles*.

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

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

22.6 Parties shall consider information sent and/or shared via the EDI as Written communication.

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

22.8 Contractor shall ensure that its data and files are adequately protected against viruses, third-party breaches and/or hacking.

Article 23 Materials, tests, inspections

23.1 If Goods are to be inspected, Contractor shall store them in such a way that inspection can take place.

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

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

23.4 Contractor shall provide all cooperation free of charge if Client makes use of the possibility referred to in article 23.1 and 23.2 GPC.

23.5 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 has to be repeated, the resulting costs for the Client shall be borne by the Contractor.

23.6 In the event of rejection of (part of) the Goods and/or the Performance, Contractor shall ensure that repair takes place within five working days, unless otherwise agreed In Writing.

23.7 If Contractor fails to comply with the obligation described in article 23.6 GPC, Client shall be entitled to have the same performed and/or delivered by a third party, at Contractor's expense.

23.8 If Contractor does not collect the rejected Goods within five days - or the further agreed period -, Client has the right to return the Goods to Contractor at its expense.

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Article 24 Delivery

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

Article 25 Transfer of risk and ownership

- 25.1** Ownership of the Goods passes to Client after they have been delivered and - if agreed - assembled and/or installed.
- 25.2** 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 store 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.
- 25.3** The risk of the Goods shall pass to Client at the time of delivery and approval of the Goods in accordance with article 23 GPC. Without prejudice to the provisions of article 20 GPC and the other obligations of Contractor.

Article 26 Contract extras

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

Article 27 Safety

- 27.1** 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.
- 27.2** 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.
- 27.3** Contractor is responsible for the instruction and adequate supervision of safe and healthy working.
- 27.4** Unless otherwise agreed, Contractor shall provide the necessary work equipment, including the usual Personal Protective Equipment (PPE).
- 27.5** Contractor shall ensure that a Dutch-speaking person is present during the Performance. The name of this person should be known to Client's site manager.
- 27.6** Contractor shall deploy only authorised, certified and/or qualified persons to execute the Performance.
- 27.7** Contractor takes note of and conforms to the Building Site Regulations, Client's Project Plan and/or H&S Plan and any other applicable regulations.
- 27.8** Contractor shall cooperate in identifying risks associated with the execution of the Performance and taking adequate measures to eliminate those risks in accordance with the occupational hygiene strategy.
- 27.9** Unsafe situations shall be remedied immediately by Contractor and it shall report them to Client, even if they involve work of third parties it has engaged.
- 27.10** Contractor shall report accidents immediately to Client and draw up an accident report of them. That report shall be provided to Client within 24 hours. The report, at least as soon as possible, must state the duration of absence from work (in calendar days), as a measure of the severity of the accident.

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- 27.11** Contractor shall cooperate in accident investigations where appropriate and shall promptly make available information contributing to accident investigations such as H&S plans and RIE documentation.
- 27.12** In case of fines and/or punitive measures (stoppage of work) imposed on Client and/or Principal in connection with non-compliance with H&S rules by or on behalf of Contractor, the damage shall be recovered from Contractor.
- 27.13** Contractor shall actively participate in investigations aimed at: (i) improving safety awareness and (ii) cause of (near) accidents.
- 27.14** Contractor shall participate in the specific safety induction, safety instructions, meetings and training organised in the field of safety by Client.
- 27.15** Contractor shall provide in-house emergency response for Workers. At least one company emergency response (BHV) officer must be present. If this is not possible, this should be coordinated with Client's site manager.

Article 28 Environment and sustainability

- 28.1** Contractor is responsible and liable for proper disposal and/or processing of (residual) materials and waste. Contractor shall indemnify Client against all claims of third parties in this respect.
- 28.2** Contractor shall take measures to prevent damage and/or contamination on or at the work.
- 28.3** Client is certified for ISO 14001, CO2 Performance Ladder. Contractor shall act accordingly.
- 28.4** 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 note and on the invoice, and shall specify the delivery (in quantity and size) on the delivery note. 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.

- 28.5** Where timber is supplied from outside the EU (under EUTR), Contractor shall at all times give Client access to the origin of the timber (including material/product identification, place of harvest and harvest concession). When timber is supplied from within the EU, this inspection obligation only applies if third parties provide substantiated evidence that the timber (product) supplied by Contractor could originate from a controversial source.
- 28.6** 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 29 Packaging

- 29.1** Contractor shall pack the Goods at its expense, in a manner appropriate to the Goods, so that they reach their destination in good condition and undamaged.
- 29.2** Contractor is liable for damage caused by insufficient or inadequate packaging.
- 29.3** 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.
- 29.4** Contractor shall ensure that the (transport) packaging materials are removed at its expense and risk.

Article 30 Use of Client's material

- 30.1** If Contractor uses material or (work) equipment provided by Client in the performance of the Contract, 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.

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Article 31 Scope of work - identification and registration

- 31.1** Contractor shall provide a representative at starting meetings and at any 10-minute meetings.
- 31.2** For the identification and registration of Contractor's personnel, Client shall use the Digital building site registration system.
- 31.3** 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 is to each other.
- 31.4** Contractor shall ensure that a Worker is registered before the start of the work. All required documents and/or data must be entered in the Digital building site registration system before the start of the work. Any third party engaged by Contractor shall register its own personnel.
- 31.5** Workers who are not fully and promptly registered will be denied access to the building site.
- 31.6** 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.
- 31.7** Contractor shall ensure that Workers are familiar with and comply with the registration procedure of the Digital building site registration system.
- 31.8** Contractor shall cooperate fully in monitoring compliance with the Digital building site registration system.
- 31.9** Contractor shall indemnify Client for damages resulting from failure to (fully) comply with current legislation.

Article 32 Maintenance period

- 32.1** If a maintenance period has been agreed, Contractor shall deal with defects within two weeks of notification.
- 32.2** Unless there is a situation of Force Majeure on the part of Contractor, defects that have not been remedied within the period specified in article 32.1 GPC shall be remedied by Client. All damages shall then be recovered from Contractor.

Article 33 Integrity

- 33.1** In performing the Contract, Contractor shall act in accordance with the Business Code of the *Foundation for Assessment of Integrity in the Construction Industry* (SBIB).

Article 34 Termination

- 34.1** Whether the Parties have entered into a contract for a definite or indefinite period, 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 35 Client code of conduct

- 35.1** In performing the Contract, Contractor shall act in accordance with and shall conform to the model company 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 36 Language

- 36.1** 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.