

**GENERAL PURCHASING AND SUBCONTRACTING CONDITIONS OF VIALIS**

## CHAPTER 1: GENERAL

### ARTICLE 1 – GENERAL

- 1.1 These General Conditions consist of three sections:
- I. A chapter 1: General (Articles 1 to 25): the provisions of this section always apply to all the items to be supplied and/or the activities and/or services to be carried out by the Contractor.
  - II. A specific chapter 2: Purchasing (Articles 26 and 27): the provisions in this section are applicable in addition to the provisions in 'chapter 1: General' if the Contractor's Delivery consists of the delivery of goods on the instructions of Vialis.
  - III. A specific chapter 3: (Sub)contracting (Articles 28 to 33): the provisions in this section are applicable in addition to the provisions in 'chapter 1: General' if the Delivery van Contractor consists of the performance of activities and/or services on the instructions of Vialis. If the Contractor is commissioned by Vialis to supply goods and perform activities and/or services, all three sections will apply jointly.
- 1.2 In the event of contrariety between the provisions in the chapter 1: and the provisions in the specific chapters 2 and 3, the provisions in the specific sections will take precedence.
- 1.3 The official language with regard to all matters relating to the Agreement is Dutch.

### ARTICLE 2 – DEFINITIONS

- A. Vialis:  
The private company with limited liability Vialis B.V. (Ch. of Comm. no.: 34117661) and/or its subsidiaries and/or any company affiliated with it within the VolkerWessels Nederland BV group ('VolkerWessels').
- B. Offerer:  
The natural person or legal entity that, whether after a request to that effect by Vialis or otherwise, makes or has made Vialis an offer to deliver goods, provide services and/or carry out activities, whether on a subcontracting basis or otherwise.
- C. Contractor:  
The natural person or legal entity with which Vialis enters or has entered into an Agreement, as defined in Article 2 subparagraph G of these General Conditions.
- D. Delivery:  
The goods to be supplied, the services and/or the activities to be performed on a subcontracting basis or otherwise.
- E. Actual Delivery:  
The actual Delivery.
- F. Contract:  
The contract between the Principal and Vialis, the description of the work, the corresponding (draft) drawings, the terms and conditions applicable to the work (other than these General Conditions), as well as all amendments or additions thereto, the informative memorandum(s) and the official informative report(s).

- G. Agreement:  
The agreement entered into between Vialis and the Contractor or the purchase and/or subcontracting by Vialis of goods, services and/or activities, or the provision of advice by the Contractor, or any other agreement in which these General Conditions are declared applicable.
- H. General Conditions:  
General Conditions: The present General Purchasing and Subcontracting Conditions of Vialis B.V. (V.002.2021).
- I. Principal:  
The commissioning party according to the Contract.

### ARTICLE 3 - APPLICABLE CONDITIONS

- 3.1 The following are exclusively applicable to all commissions of Vialis and/or all Agreements entered into with Vialis, insofar as not explicitly agreed otherwise in writing:
- a) the provisions of the commission or the Agreement;
  - b) the provisions in these General Conditions;
  - c) the provisions of the Contract, in connection with which the Agreement is concluded;
- 3.2 In the event of contrariety between the documents referred to above, the above sequence applies in descending order.
- 3.3 All conditions imposed by the Offerer and/or Contractor do not apply to the commission issued by Vialis and/or the Agreement entered into with Vialis, if and insofar as these have not been explicitly accepted in writing by Vialis. A deviation accepted as such by Vialis only applies for the specific commission or Agreement with regard to which that deviation has been explicitly agreed.

### ARTICLE 4 - OFFER AND COMMISSION

- 4.1 A written offer addressed to Vialis binds the Offerer during the period referred to in the offer, which deadline will not be shorter than ninety days after the date of the offer.
- 4.2 The offer must be in accordance with the request by Vialis and must state, in any event, the price, standards to which the Offerer believes it can fulfil, delivery or completion time(s) with regard to the Delivery offered to Vialis, guarantee periods of the Delivery offered to Vialis and any details which are necessary in order to take a decision relating to the commission. If the offer does not fulfil the provisions in the previous sentence, these will nevertheless be regarded as having been submitted pursuant to the request by Vialis, unless the Offerer has explicitly indicated deviations therefrom.
- 4.3 If Vialis issues a commission which corresponds to the contents of the offer made to Vialis, the Agreement will take effect on the date of the written commission by Vialis. If Vialis issues a verbal commission, which corresponds to the content of the offer made to Vialis, the Agreement will take effect from the date on which Vialis or the Offerer confirms this commission in writing or on the date on

which the Offerer is deemed to implement the verbal commission given.

4.4 If the commission is not issued by Vialis within the period of validity of the offer, or if the commission's content differs from the offer made by Vialis, the Agreement will only be formed if and as soon as the Offerer has accepted the commission from Vialis in writing. Acceptance of the commission received from Vialis results from, among other things, the Offerer starting to execute the commission referred to. However, if the Offerer has not submitted a written objection relating to the commission within fourteen calendar days after the date of said commission by Vialis, the Agreement will be regarded as having been formed.

4.5 By accepting the commission given by Vialis, the Offerer becomes the Contractor vis-à-vis Vialis.

4.6 The Contractor is considered to be familiar with all statutory and other applicable (national) regulations, guidelines, rules and standards (such as, but not exclusively: NEN, ISO and ICE) which affect the execution of the Agreement and must be completely and completely fulfilled.

4.7 Changes and additions to the Agreement are only binding if they have been agreed in writing.

4.8 Agreements are exclusively entered into by Vialis subject to the resolute or suspensive condition that the Principal or the commissioning party of Vialis approves the Agreement or the delivery by Vialis to its commissioning party in connection with the Agreement takes place.

4.9 If the Agreement, or a certain obligation resulting therefrom, is entered into by Vialis with more than one Contractor, all the Contractors involved in the Agreement or the arrangements in question will be jointly and severally liable vis-à-vis Vialis for the entirety.

4.10 Requests (invitations to make an offer) by Vialis to the Offerer for a proposal or offer are not binding for Vialis in any way.

#### ARTICLE 5 - (INTELLECTUAL) PROPERTY AND RISK RELATING TO GOODS, MATERIAL, EQUIPMENT, DRAWINGS, DOCUMENTS AND THE LIKE

5.1 The materials, equipment, documents, files, models, drawings, calculations, methods of working, software, computer files and other information carriers made available to the Contractor by Vialis or – at the request of Vialis within the framework of the Agreement – by third parties (whether digitally or otherwise) will continue to be owned by Vialis.

5.2 Goods, draft documents and/or methods of working which the Contractor has developed or had developed in cooperation with or on the instructions of Vialis, including – but not restricted to – drawings, calculations, models, software and computer files are also exclusively owned by Vialis. The knowledge acquired by the Contractor during this development is exclusively available to Vialis and will not be made known to third parties by the Contractor, or used on behalf of itself and/or third parties, without the prior written permission of Vialis.

5.3 If, within the framework of the Agreement, Vialis makes goods available to the Contractor for modification, assembly, supervision, testing, processing, combining or mixing with goods which are not owned by Vialis, Vialis will remain or will become owner of the (resulting) goods.

5.4 The Vialis property referred to in Articles 5.1, 5.2 and 5.3 will only be used by the Contractor within its own organisation insofar as this is necessary for the execution of the Agreement. The Contractor may only make the property in question available to third parties, copy it, multiply it or use in any other way after prior written permission has been obtained from Vialis. The making available of Vialis property does not, in any way, imply a transfer of (intellectual) property rights to the Contractor. The use of the (intellectual) property is entirely for the risk of the Contractor.

5.5 The Contractor must mark and thereby identify all the property made available by Vialis as well as the goods which belong to Vialis as a consequence of the Agreement so that, in the event of bankruptcy of and/or seizure relating to the Contractor, no misunderstanding can arise regarding the owner's identity. If the Contractor has not submitted a claim to Vialis within two working days after receipt of property delivered by, or on behalf of, Vialis, the assumption will be that the property has been made available to the Contractor without defects.

5.6 The Contractor must look after the property made available to it as a good custodian and use it in accordance with the regulations. Failure to do so will mean the Contractor is liable for the damage which Vialis suffers as a result.

5.7 The Contractor will return the property, or the photos and/or digital copies thereof to Vialis, or destroy them, (such at Vialis' discretion) by no later than the moment of Actual Delivery of the goods or completion of the work, or at the first request of Vialis, by a deadline set for that purpose by Vialis.

5.8 In the event that Vialis makes goods available to the Contractor in order to assemble these, or to test already assembled goods or make these operational, and/or in the event that Vialis instructs the Contractor to supervise the assembly of goods, the Contractor will bear the risk for these goods from the moment they are made available until the Delivery is accepted by Vialis. If the Contractor arranges both the Delivery to the building site and assembles or has supervision thereof, it will bear the risk for the Delivery without interruption until the acceptance thereof by Vialis.

5.9 If, during or within the framework of the execution of the Agreement, works arise which are subject to intellectual property rights, Vialis will be regarded as the maker of these works and as the (original) party entitled with regard to the intellectual property rights relating to these works. The Contractor transfers any future intellectual property rights automatically to Vialis by signing this Agreement. In addition the Contractor automatically relinquishes any related personality rights. If necessary the Contractor will, in any event, cooperate fully with the activities necessary for transfer of the aforementioned intellectual property rights to Vialis and the full related relinquishment of any related personality rights.

5.10 The Contractor is obliged to take out proper insurance with regard to its obligations on account of this article and to update this insurance every year.

5.11 The Contractor guarantees that the use of (parts of) the Delivery, or of the resources it has purchased or manufactured for the benefit of Vialis which are required in order to carry out the Delivery, do not violate any third-party intellectual property right, or that their usage is also unlawful in some other way vis-à-vis third parties. The Contractor indemnifies Vialis against all third-party claims in that context.

5.12 If the use by Vialis as referred to in Article 5.11 violates, or threatens to violate, a third-party intellectual property right, or any other third-party right, the Contractor will:

- acquire a (user) right for the (parts of the) Delivery in question;
- change the (parts of the) Delivery in question in such a way that the violation is terminated;
- replace the (parts of the) Delivery in question with items of an equal value which do not violate third-party rights;
- take back the (parts of the) Delivery in return for repayment of the price paid.

The Contractor will apply the order of importance as indicated in this article. If the Contractor demonstrates that the option referred to first cannot be realised, the Contractor will be entitled to execute the option ranked below it.

All of the above must take place in consultation with Vialis and without causing any extra costs for Vialis and without the options relating to the Delivery becoming more limited than would originally have been the case.

## ARTICLE 6 – CORPORATE PRINCIPLES

6.1 Vialis regards the economic principle as being linked to key values such as social responsibility, integrity, transparency and sustainability. The Guiding Principles For Commissioning Parties In The Construction Industry [Leidende Principes Opdrachtgevers Bouwbedrijf] were formulated with this in mind and can be found on the website [www.volkerwessels.com](http://www.volkerwessels.com). With regard to integrity Vialis also applies the 'VolkerWessels Code of Conduct' which all employees are required to comply with. The code of conduct can also be found on the website [www.volkerwessels.com](http://www.volkerwessels.com).

6.2 The Offerer and/or Contractor will take cognisance of the principles and the code of conduct referred to and will comply with their content. The Offerer and/or Contractor guarantee that these principles and the code of conduct of VolkerWessels, or their own code of conduct which complies with the code of conduct as developed by the Bouwend Nederland association, are applicable to all the Contractor's employees as well as to the workers, advisers and suppliers engaged by the Contractor.

6.3 Vialis is free to impose (further) requirements in the field of sustainability on the Contractor's Delivery.

## ARTICLE 7 – OUTSOURCING

7.1 The Contractor is not permitted to outsource and/or subcontract without explicit written permission from Vialis. Permission given by Vialis does not prejudice the Contractor's obligations and liability on account of the Agreement concluded with Vialis.

7.2 If the Contractor commissions another supplier/subcontractor to carry out the Delivery - wholly or partially - with due observance of Article 7.1, the Contractor must draw up a written agreement. These General Conditions and other relevant provisions will be part of that agreement and the Contractor must, in any event, ensure that the other supplier/subcontractor legally binds itself to the Contractor in the same way and under the same conditions as the Contractor does or has done so vis-à-vis Vialis. At Vialis' first request, the Contractor will provide a copy of the aforementioned agreement. The Contractor indemnifies Vialis against all third-party claims which relate to, or result (in)directly from, that agreement.

## ARTICLE 8 – GENERAL OBLIGATIONS OF THE CONTRACTOR

8.1 As regards quantity, description and quality, the Delivery will:

- a) be in accordance with the stipulations in the Agreement;
- b) be of sound materials, good workmanship and execution;
- c) be equal, in all respects, to (a) sample(s), model(s) or specification(s) which Vialis has made available or issued to the commissioning party of Vialis and/or the Principal. The term 'specification' will be taken to mean the technical description of the goods or the work or the activities or the requirements drawn up or accepted by Vialis - including those relating to quality assurance - as included in the Agreement, to which the agreement refers or, in the absence thereof, that which is generally usual between the parties or otherwise;
- d) be able performance as described in the Agreement or be suitable for the purpose for which the Delivery is intended (as evidenced by the Contract or otherwise);
- e) be accompanied by quality declarations and/or quality marks which are obliged by law and requested by Vialis.

8.2 The Contractor will only comply with the orders and instructions given by Vialis and will refrain from making quotations or offers to the Principal and/or commissioning party of Vialis for extensions or changes to the work or the Delivery to Vialis.

8.3 The Contractor has a duty to warn. If the Contractor discovers, or could reasonably have discovered, errors and/or ambiguities in orders and/or instructions given or drawings, descriptions and the like made available by Vialis, the Contractor will be obliged to inform Vialis to this effect in writing as soon as possible. If the Contractor fails to do so, this will be regarded as an infringement of the Agreement and of acting in good faith and the Contractor will be liable for all resulting detrimental consequences.

8.4 The Contractor undertakes vis-à-vis Vialis to comply promptly with its statutory obligations to pay premiums and social insurance, as well as wage tax relating to the work it has been commissioned to carry out and also to comply promptly with the applicable CLA(s) and

indemnifies Vialis against all costs, damage and claims by third parties in that context.

8.5 Vialis can determine in more detail the sequence of activities to be performed by the Contractor as well as the time frame within which the activities have to be carried out. In any event the Agreement must be carried out according to the requirements - including the work times - which can be stipulated in connection with progress, such as Vialis' discretion.

8.6 Deliveries, part deliveries, materials in the context of a Delivery and/or partial completions can only be accepted as definitive after approval as such by Vialis, while approval does not release the Contractor from its obligations with regard to the quality of the Delivery and fulfilment of the requirements stipulated in the Agreement, particularly also where it concerns the agreed guarantee(s). Vialis is entitled to withhold the approval referred to if Vialis, in turn, has not acquired any approval from the Principal and/or Vialis' commissioning party.

8.7 As soon as the Contractor suspects, knows, or should know that it cannot fulfil the Agreement, or cannot do so completely or on time, the Contractor will inform Vialis to this effect immediately in writing. The Contractor is liable for all loss or damage which Vialis suffers as a consequence of any such non-fulfilment and indemnifies Vialis against all possible claims in consequences, however named - including in any event any penalties imposed by Vialis' commissioning party or otherwise, third-party claims, etc. - or a late and/or incorrect Delivery.

8.8 The Contractor is considered to be familiar with the statutory regulations, conditions and provisions which are applicable to the Agreement, including - but not exclusively - the Foreign Nationals (Employment) Act [Wet arbeid vreemdelingen], Compulsory Identification Act [Wet op de Identificatieplicht], the General Data Protection Regulation [Algemene Verordening Gegevensbescherming] and the Placement of Personnel by Intermediaries Act [Wet Allocatie Arbeidskrachten door Intermediairs] (WAADI), as well as safety and environmental legislation plus the regulations which Vialis ought to observe and fulfil vis-à-vis the Principal and/or Vialis' commissioning party. The Contractor undertakes to observe and fulfil these regulations, conditions and provisions insofar as these relate to the execution of the Agreement.

8.9 The Contractor guarantees the safety, health and welfare of the workers and subcontractors it has engaged on behalf of the Agreement. The Contractor and its personnel or the subcontractors engaged by the Contractor must observe all applicable legislation and regulations of the Inspectorate SZW and locally applicable regulations and are also obliged to comply with the safety instructions as included in the Agreement or as issued additionally by Vialis. The related costs are for the Contractor's account except in the event of changed requirements of which the costs should not reasonably be charged to the Contractor and except when Vialis receives a corresponding payment from the Principal and/or Vialis' commissioning party.

8.10 The Contractor is also obliged to perform its activities in accordance with the applicable environmental regulations and statutory requirements and is considered to be prepared for, and to

respond to, related (environmental) emergencies and detrimental environmental effects in order to prevent and counteract them.

8.11 The Contractor is liable for all loss or damage which Vialis suffers as a consequence of the non-fulfilment by the Contractor of legislation and regulations during the execution of the Agreement and indemnifies Vialis against all resulting claims and consequences such as - but not limited to - penalties which are imposed on the Principal, Vialis' commissioning party and/or Vialis due to violation of legislation and regulations.

8.12 The Contractor will ensure that the Delivery is accompanied by all documentation intended to enable the Delivery and/or the goods created by the Delivery to be properly used as well as any proofs of inspection, testing, inspection, checking and guarantee and revision documents. The Contractor will make working drawings available to Vialis at a time yet to be determined by Vialis. If requested, the Contractor will provide Vialis with advice free of charge relating to the commissioned deliveries and/or activities.

8.13 If requested, the Contractor will draw up reports according to a model issued by Vialis. The Contractor will provide reports, completed and signed by the Contractor, to Vialis for approval on a weekly basis.

8.14 Vialis can ask its commissioning party, the Principal or its authorised representative in writing to give its orders and instructions directly to the Contractor. In that case the Contractor is obliged, contrary to the provisions of Article 8.2 of these General Conditions, to comply with the orders and instructions given by the Principal, Vialis' commissioning party or its authorised representative, provided it has received a copy of the request from Vialis.

8.15 Contract variations will only qualify for settlement if Vialis has explicitly granted a written commission or approval for them prior to the activities in question and insofar as Vialis, in turn, is reimbursed for these contract variations by the Principal. The Contractor's claim to the settlement must have been received by Vialis at least four weeks before the completion/supply on account of the Delivery. The Contractor is only allowed to demand payment due to cost-increasing circumstances if and insofar as Vialis has the same recourse against the Principal and the Principal has paid the amount payable on that account to Vialis.

8.16 The Contractor will proactively inform Vialis about changes relating to the Delivery (including changes relating to the type of goods and/or services which are part of the Delivery) and will communicate these to Vialis by means of change notifications and updated documentation. Changes exist, in any event, but not exclusively, in the following cases.

#### Hardware

- a) Changes to the hardware which require a new inspection and/or validation of the Delivery.
- b) Changes to the hardware which affect the functionality of the Delivery.
- c) Changes to the hardware which affect the 'backward & forward compatibility' of the Delivery.
- d) Changes to the hardware which affect the appearance of the Delivery.

## Software

- a) Changes to the software which require a new inspection and/or validation of the Delivery.
- b) Changes to the software which lead to a new version of the firmware (in connection with management of the firmware on location) of the Delivery.
- c) Changes to the software which affect the 'backward & forward compatibility' of the Delivery.
- d) Changes to the software which affect the functionality of the Delivery.

## General

- a) If the Contractor makes a change to goods and/or services which are part of the Delivery, the Contractor must contact Vialis.
- b) All costs relating to the above activities in this article are for the Contractor's account.

8.17 The Contractor will proactively inform Vialis in the event that the goods belonging to the Delivery or parts thereof become 'end of life' and the Contractor will do its best to provide Vialis with a final opportunity to place a Purchase Order for such goods and/or parts. The Contractor will inform Vialis at least six months before an 'end of life' announcement in relation to such goods and/or parts. Without prejudice to the aforementioned obligation, the Contractor also obliged to inform Vialis in writing of any relevant 'end of life' announcement by the Contractor's suppliers by no later than within five working days after the Contractor has received this announcement.

8.18 The Contractor undertakes to deliver necessary (spare) parts of the Delivery supplied to Vialis in a timely manner - following a request to that effect from Vialis - with these parts being identical to the original design, or a functional equivalent of equal quality (interchangeable). This equivalent will have to be accepted by Vialis and its Principal.

8.19 The performance of the activities of the Contractor must be fully aligned with the Vialis schedule in such a way that other activities do not get held up. In the event of any acceleration or delay the Contractor will adapt to the changed schedule/progress without entitlement to any payment.

8.20 The Contractor will proactively inform Vialis about any problems related to (parts of) the Delivery supplied to Vialis. When doing so the Contractor must, in any event, provide a description of the problem and details of the production batch.

## ARTICLE 9 - USE OF PERSONAL DATA AND CYBERSECURITY

9.1 The words written with a capital letter in this article have the definitions described in Article 4 of RESOLUTION (EU) 2016/79) OF THE EUROPEAN PARLIAMENT AND THE COUNCIL of 27 April 2016, which is referred to as the General Data Protection Regulation (GDPR).

9.2 Vialis and the Contractor have established that both parties qualify as independent Controllers. In the context of exchanging Personal Data, the following obligations apply to both parties, without prejudice to the parties' legal obligations on the grounds of the GDPR. The parties will ensure that their own and hired employees and all third parties they engage will observe the following obligations.

- a) The parties will Process the Personal Data in a careful, proper and transparent way, exclusively for the use for which the data has been provided.
- b) The parties will treat as confidential all data and information, including Personal Data, which they provide to each other and/or which they obtain during the execution or the Agreement.
- c) Each party will take suitable technical and organisational measures which guarantee a suitable level of protection to protect the Personal Data against loss or any form or unlawful Processing.
- d) The parties will fully cooperate with each other in order to be able to fulfil legal obligations, including informing data subjects and reporting a (potential) breach relating to Personal Data as soon as possible (hereinafter referred to as 'the Data Breach').
- e) At the end of the activities, services and/or deliveries the parties will, at the request of the other party, delete the Personal Data made available, unless there is a legal ground for keeping this Personal Data.

9.3 Without prejudice to their responsibilities and obligations, each party will inform the other party of any Data Breach immediately, but by no later than within 24 hours after it has been discovered, which is, or may be, (partly) related to the exchange or Personal Data in the context of the Agreement. Vialis must be informed via the email address: meldpunt@volkerwessels.com.

The parties will update each other on developments concerning the Data Breach and provide each other with information that is reasonably necessary, including the measures taken to limit and end the Data Breach and to prevent a similar incident in the future. The parties will report the Data Breach to the Supervisory Authority to the extent that they are responsible. The same applies to reporting to Data Subjects.

9.4 The Contractor will take adequate safety measures and will implement safety and security procedures in order to prevent unauthorised access (such as but not limited to a hack, Data Breach or other incident) to data, Personal Data and other (digital and physical) information of Vialis or the Principal.

9.5 The Contractor will inform Vialis immediately, but in any event within 24 hours after its discovery, of any (possible) security breach relating to data, Personal Data and other information of Vialis or the Principal which has been exchanged with, and/or processed by, the Contractor within the framework of the Agreement. The notification of the security breach will include, in any event:

- a) a description of the security breach, including the date and the time at which the breach is discovered;

- b) an overview of the data which has (possibly) been lost or unlawfully processed as a consequence of the security breach;
- c) information about the consequences of the security breach;
- d) and a description of the measures which the Contractor has taken to limit the consequences of the security breach.

9.6 The Contractor will take suitable remedial measures, will issue relevant information to Vialis and provide essential assistance as requested by Vialis with regard to the (possible) security breach.

9.7 The Contractor will carry out an analysis of the underlying cause (root cause analysis) as soon as possible after the security breach has taken place. The Contractor will establish whether the security breach can be repeated or is ongoing and will immediately take appropriate action to prevent it from happening again. Vialis will be informed of all these results as soon as possible in writing.

9.8 The obligations in this article constitute an addition, and do not detract from, the Contractor's obligations on the grounds of privacy legislation and applicable law.

#### ARTICLE 10 – PRICES

10.1 The agreed price is fixed and binding, does not include turnover tax (VAT) and does include all direct and/or indirect costs which the Contractor has incurred, or will incur. All costs which are related to preparing and executing the Agreement are considered to be included in the agreed price. Changes in prices, wages, costs, social security costs, taxes and other cost-increasing factors, including risks, cannot be set off. Unilateral indexation is by the Contractor will not be accepted.

10.2 Prices for delivering goods are based on DDP (delivered duty paid) delivery - to a location indicated by Vialis - including costs for packaging, loading, transport, unloading, inspections, quality controls and insurance policies, but do not include turnover tax (VAT).

#### ARTICLE 11 - INSPECTION, TESTING AND APPROVAL

11.1 Vialis and/or by its designated third parties are entitled at all times to view, inspect and/or test the goods to be supplied or the work location at which the Contractor performs activities or services on the instructions of Vialis, to which end the Contractor will provide the necessary facilities.

11.2 The viewing, inspecting, or testing referred to in 11.1 do not release the Contractor from any guarantee and/or liability, as result from the Agreement and/or the law.

11.3 If Vialis establishes that the Delivery does not fulfil the Agreement, or that work or production is not taking place in accordance with the related agreements, Vialis, or where applicable the management at the work location for which the Delivery is intended, will be entitled - after it has placed the Contractor in default in writing stating a reasonable deadline by which the Contractor has to fulfil - to reject this Delivery wholly or partially and to terminate the

Agreement, or demand fulfilment, such without prejudice to Vialis' right to compensation.

11.4 Approval of the Delivery and/or approval of other goods, documents and/or drawings supplied by the Contractor does not release the Contractor from any obligation, guarantee and/or liability as otherwise arise from the Agreement and/or the law.

11.5 Without prejudice to the right to terminate and any compensation Vialis has the right, following rejection of the Delivery, to demand, within a reasonable deadline set by Vialis, fulfilment of that part of the Delivery that does or could fulfil that which has been agreed, without Vialis being obliged to make any extra payment in addition to the previously agreed price.

11.6 If and insofar as the Delivery is required to have characteristics of which the existence can only be determined after setting up, assembly, or installation of the Delivery, the final approval or final test of the Delivery will only take place when the Delivery, or the object for which the Delivery is intended, has progressed so far that it can be established whether the Delivery fulfils that which has been agreed.

#### ARTICLE 12 - DELIVERY TIMES AND DEADLINES

12.1 Dates, deadlines and/or delivery times are firm and timely fulfilment of the contractual commitments is an essential obligation for the Contractor.

12.2 As soon as circumstances occur or can be foreseen which mean that the Contractor is unable to fulfil the obligation referred to in paragraph 1, the Contractor will immediately inform Vialis to this effect in writing, stating the nature of the circumstances, the measures (to be) taken and the presumed duration of the delay, with failure to do so meaning that the Contractor will no longer be able to invoke these circumstances in the future. The Contractor will not be free to invoke force majeure if it has not fulfilled this obligation.

#### ARTICLE 13 - GUARANTEE

13.1 The Contractor guarantees that the Delivery is of good and sound quality, does not contain any defects in terms of design, construction, assembly and material, and complies with that which has been agreed and corresponds to the documents which are part of the Agreement, and also that it is suitable for the purpose for which it is intended (as evidenced by the Contract or otherwise) and is in accordance with the requirements imposed thereon otherwise by the authorities.

13.2 The Contractor guarantees that it will rectify all defects, at no expense for Vialis, which might occur with regard to the Delivery, unless the Contractor demonstrates that these defects are not the consequence of mistakes in the design or execution of the Delivery or faulty materials supplied or used by the Contractor. The Contractor also undertakes to carry out rectification work as soon as possible but, in any event, by the deadline set and notified by Vialis.

13.3 The term of the guarantee referred to in Articles 13.1 and 13.2 is five years. In the event of the delivery of goods the guarantee

period starts after delivery and after approval by Vialis pursuant to Article 27.1 of these General Conditions and in the event of the performance of activities/services after approval of the Delivery and the issuing of a relevant statement by Vialis pursuant to Article 29.1 of these General Conditions or after usage starts of the Delivery or the work/object for which the Delivery is intended, whereby the last of all the aforementioned events will cause the guarantee period to start.

13.4 The Contractor is obliged to pay all the costs which have to be incurred in order to rectify the defects for which it is liable pursuant to the provisions of paragraph 2, including but not limited to the installation and further construction, transportation and the like.

13.5 In the absence of proper fulfilment of the duty to rectify and/or fulfilment thereof by the set deadline, as well as in emergencies, Vialis is entitled to perform the necessary work, or have the necessary work performed by third parties, for the Contractor's account and risk.

13.6 The ownership of and the risk relating to goods to be replaced on the grounds of the aforementioned duty to rectify are vested in the Contractor as from the time of replacement. The Contractor is required to take possession of such goods as soon as possible and for its account and risk, unless Vialis asks for the replaced goods to be made available to Vialis for assessment for the Contractor's account and risk.

#### ARTICLE 14 - LIABILITY AND INSURANCE

14.1 The Contractor is liable for all direct and indirect loss or damage suffered by Vialis, however named and however arisen, which is the consequence of, or results from, non-fulfilment or non-compliance by the Contractor of its obligations resulting from the Agreement and/or the law. The Contractor indemnifies Vialis against all related costs, loss or damage and third-party claims (such as but not exclusively: Vialis' commissioning party, the Principal, future owners, users, authorities and staff of the Contractor).

14.2 The Contractor undertakes to take out insurance to cover the risks resulting from its statutory and contractual liability. The Contractor is also obliged to take out satisfactory insurance for all goods which it has in its possession, or is using, in connection with the Agreement, as long as these are for its risk. The Contractor is obliged to arrange insurance in accordance with at least the statutory requirements and with a minimal cover of € 2,500,000.00 per event and always to pay the related premium(s) on time, in the absence of which Vialis will be entitled to dissolve the Agreement without prejudicing its other rights. The Contractor will provide Vialis with a copy of the policy at Vialis' first request.

14.3 The Contractor indemnifies Vialis against costs, loss or damage and claims due to a breach of third-party intellectual property rights relating to the goods and/or services it has supplied and will do its utmost to ensure that Vialis can have free and unimpeded disposal of the Delivery. All costs resulting from this obligation (including those on the part of Vialis) are for the Contractor's account.

14.4 Loss of, or damage to, resources and tools which the Contractor uses in the execution of the Delivery are for the Contractor's account and risk.

#### ARTICLE 15 - TRANSFER OF RIGHTS AND OBLIGATIONS

15.1 The Contractor is prohibited from assigning or pledging its rights and obligations resulting from the Agreement, or transferring ownership thereof under any other title, wholly or partially, to third parties without prior written permission from Vialis. Said permission does not prejudice all the Contractor's obligations resulting from the Agreement.

#### ARTICLE 16 - PAYMENT AND INVOICING

16.1 If the Contractor has fulfilled its obligations resulting from the Agreement, the Contractor will invoice the agreed price to Vialis, after which Vialis will pay within sixty (60) days after receipt of the invoice in question, or by another deadline as has been agreed in writing, provided the invoice is accompanied by the required documents and fulfils the requirements resulting from the Turnover Tax Act 1968 [Wet op de Omzetbelasting 1968] and - if applicable - the Collection of State Taxes Act 1990 [Invorderingswet 1990]. Vialis is always entitled to set off claims against the Contractor with payments to the Contractor, irrespective of whether such is due and payable subject to time limits or conditions.

16.2 After the Contractor has been properly placed in default, and if the Contractor has also not (completely) fulfilled its obligations by a set deadline which is considered reasonable, Vialis will be entitled to demand of the Contractor that security is provided for the fulfilment of its obligations, to the value of the late performance, plus the related indirect and/or direct costs incurred by Vialis.

In such an instance security can, in any event, be demanded through the provision of an irrevocable and immediately due and payable bank guarantee by a bank which is acceptable to Vialis (with at least AA status). Non-compliance with this will entitle Vialis to dissolve the Agreement immediately and without judicial intervention, without prejudice to Vialis' right to compensation, including any loss of profit, and payment of (extra)judicial collection costs.

16.3 The Contractor can only claim payment of statutory interest after it has placed Vialis in default in writing, following the day on which the payment should have happened, and Vialis fails to pay within the period referred to in the notice of default. The Contractor's interest claim will never include interest on interest.

16.4 The Contractor cannot claim payment of interest if the non-payment by Vialis is the consequence of an attributable failure to perform by the Contractor and this attributable failure entitles Vialis to invoke a right to suspend performance in relation to the amount claimed on which interest is claimed.

16.5 Vialis is at all times entitled to set off amounts payable to the Contractor against amounts which the Contractor owes, on any account, to other companies of VolkerWessels Nederland B.V. which are affiliated with Vialis.

16.6 Vialis is entitled to suspend payment with regard to Deliveries it has rejected. Vialis is also entitled to suspend payments to the



Contractor if the Contractor does not fulfil its contractual obligations, or does not do so on time or in full.

16.7 If the Contractor is asked to supply certificates and/or (an) instruction book(s) for the benefit of a Delivery by Vialis, the Contractor will ensure that this documentation is in Vialis' possession as soon as possible but by no later than within two weeks after Actual Delivery, in the absence of which Vialis can suspend payment of outstanding instalments and/or amounts otherwise owed by Vialis to the Contractor.

16.8 The Contractor's invoices with respect to Deliveries for and relating to works of Vialis must be accompanied by a delivery note issued by the Vialis project management to the Contractor, unless explicitly agreed otherwise in writing.

## ARTICLE 17 – CONFIDENTIALITY

17.1 The Contractor undertakes vis-à-vis Vialis to observe confidentiality vis-à-vis third parties with regard to the request, proposal, commission, Agreement, drawings, models, constructions, diagrams and/or other company information and know-how which comes from Vialis which Vialis issues to the Contractor, such in the widest sense of the word. The Contractor will agree the same confidentiality in writing with staff and/or third parties it engages. At Vialis' first request the Contractor will submit proof to this effect to Vialis.

17.2 If the Contractor fails in the fulfilment of the obligation(s) included in Article 17.1 of these General Conditions, it will owe Vialis an immediately due and payable penalty, which is not subject to judicial moderation, of € 25,000.00 per violation and a further € 5,000.00 for each day that the failure continues, such without prejudice to Vialis' right to claim for compensation from the Contractor.

## ARTICLE 18 - FULL OR PARTIAL TERMINATION

18.1 Vialis is entitled to terminate the Agreement wholly or partially, if:

- a) the Contractor is declared bankrupt;
- b) the Contractor applies for a suspension of payments or a debt restructuring arrangement;
- c) the Contractor halts its business operations or transfers the control thereof to another party, unless the transferring party demonstrates that the execution of the Agreement does not suffer as a result;
- d) the Contractor is placed under guardianship;
- e) an attachment is levied against the Contractor which hinders the execution of the Agreement by the Contractor;
- f) a gift or promise is made, in whatever form, to staff for which Vialis, Vialis' commissioning party or the Principal are responsible which is unacceptable for Vialis;
- g) the Principal or Vialis' commissioning party withdraws the commission it has issued to Vialis in connection with which the latter commissioned the Contractor, on the grounds of

force majeure, including the occurrence of a change in the political and/or economic situation which is so drastic that the Principal, Vialis' commissioning party and/or Vialis cannot reasonably be expected to carry out the commission referred to first;

- h) the Contractor does not fulfil the obligations in Articles 7, 8.2, 8.4, 15 or 33;
- i) the agreed delivery period or dates (resulting from delivery schedules or otherwise) are exceeded, or if it has already become clear before the end of the period in question that this period will be exceeded or the date missed;
- j) the materials intended for the Delivery do not meet the agreed requirements in terms of quality, dimensions, tolerances, capacities, etc.

18.2 The termination will take place without any notice of default or judicial intervention being required by written notification from Vialis to the Contractor. In the event of termination the settlement will take place on the basis of that which the Contractor has already performed and which Vialis has already accepted, possibly with settlement of that which accrues to Vialis as compensation due to attributable failure to perform the Agreement by the Contractor.

18.3 If the incident referred to in Article 18.1, paragraph 1, under g occurs, Vialis will only owe the Contractor compensation if and insofar as Vialis can claim compensation from its commissioning party in relation to the part of the work or the Delivery for which the Contractor has been commissioned and Vialis' commissioning party has made a payment to Vialis.

18.4 Incidentally, Vialis will never be obliged to pay any compensation/amount, particularly not any indemnification as referred to in Article 7:764, paragraph 2 of the Dutch Civil Code.

18.5 In the instances referred to in Article 18.1, paragraph 1, with the exception of subparagraph g, Vialis will be authorised to use, or have a third party use, the (building) materials and auxiliary equipment, such as scaffolding, hoisting and transport vehicles, etc. which are present at the work location and which the Contractor has supplied and/or used.

18.6 Without prejudice to the provisions of the previous paragraphs, the counterparty is entitled to terminate the Agreement - wholly or partially - without judicial intervention, irrespective of any additional right it may have to compensation, if one of the parties fails to fulfil its obligations in relation to the Agreement after being properly placed in default.

## ARTICLE 19 – CHILD LABOUR AND HUMAN RIGHTS

19.1 The Contractor will make every effort to ensure that no product or service it delivers to Vialis was created using child labour as defined in ILO (International Labour Organisation) Minimum Age Convention (No. 138) and the Worst Forms of Child Labour Convention (No. 182).

19.2 The Contractor declares that it complies with the Universal Declaration of Human Rights, as published by the United Nations

(which can be found at: <http://www.mensenrechten.nl/wat-zijn-mensenrechten/mensenrechten-op-een-rij>).

#### ARTICLE 20 - SUSTAINABILITY AND CO<sub>2</sub> CLAUSE

20.1 At Vialis' first request the Contractor will supply to Vialis – for the Contractor's account – specific emission data on the supplies, services and/or activities to be performed and the Contractor will actively cooperate on initiatives aimed at reducing CO<sub>2</sub> emissions and sustainability in the supply chain.

#### ARTICLE 21 – PUBLICATION

21.1 The Contractor is not entitled to publish (or otherwise make public) the Agreement with or commissions from Vialis, unless explicit written permission has been obtained in advance from Vialis, such under pain of a penalty of € 25,000.00 per violation of this publication clause and a further € 5,000.00 for each day that the violation continues, irrespective of Vialis' right to full compensation.

#### ARTICLE 22 - APPLICABLE LAW

22.1 The Agreement and the resulting agreements are explicitly subject to Dutch law. Any applicability of the Vienna Sales Convention 1980 is hereby explicitly excluded.

#### ARTICLE 23 – DISPUTES

23.1 Any disputes which might arise as a result of this Agreement or additional agreements which might result from this Agreement will be settled in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute, in the version that applied three months before the day on which the Agreement commenced. The arbitration will take place in Utrecht.

23.2 If disputes arise, for whatever reason, the Contractor will not be entitled to suspend or change its obligations resulting from the Agreement.

#### ARTICLE 24 - PARTIAL NULLITY

24.1 If one or more provisions of these General Conditions is/are invalid or otherwise non-binding, this will not prejudice the validity and applicability of the other provisions. The parties undertake to make an arrangement on the basis of mutual consultation that approximates, as closely as possible, the purport of the non-binding provision within the framework of these General Conditions.

#### ARTICLE 25 - CONTINUING OBLIGATIONS

25.1 The articles of these General Conditions which contain provisions of a continuous nature (such as, but not exclusively:

Articles 5, 13, 14 and 17) will retain their validity even after the Agreement has been terminated, meaning that the obligations for the Contractor resulting from those articles will also continue after the Agreement has been terminated.

## CHAPTER 2: PURCHASING

#### ARTICLE 26 - ACTUAL DELIVERY, PACKAGING AND DISPATCH

26.1 Unless agreed otherwise in writing, the Actual Delivery of goods by the Contractor will take place on a DDP (delivered duty paid) basis, in accordance with the definitions provided in the Incoterms version which is most recent at the time of formation of the Agreement, unloaded at the location which Vialis states in its commission. If, prior to the Actual Delivery, Vialis requests that goods are delivered to a place other than the location referred to in the commission, the Contractor will be obliged to comply with this request, unless this cannot be reasonably expected of it. The Delivery will be transported by, or on the instruction of, the Contractor for the Contractor's account and risk. The Contractor will ensure that the Delivery is properly packed in accordance with the current packaging covenant. Any breakages and/or damage that arise at or during loading, transport and/or unloading will be for the Contractor's account, unless the Contractor demonstrates that the damage was caused by intent or deliberate recklessness on the part of Vialis. Actual Deliveries must be accompanied by delivery documents/packaging lists containing the correct description of the materials and quantities delivered.

26.2 Actual Delivery must take place at the time stipulated in the Agreement or the commission, or pursuant to a schedule referred to by Vialis in the Agreement/the commission. Unloading must take place during normal Vialis work times. Unloading outside normal Vialis work times is only possible after prior written approval from Vialis.

26.3 If Vialis is unable, for whatever reason, to take receipt of the Delivery at the agreed time or at the times foreseen in the schedule referred to or established by Vialis, the Contractor will, until the moment at which the Actual Delivery can indeed take place, store and secure the Delivery and take all reasonable measures to prevent damage or deterioration in quality. The necessary storage and insurance costs which arise for the Contractor as a result are for the account of Vialis.

26.4 The agreed delivery time, or the time as foreseen in the delivery schedule, are binding for the Contractor on the understanding that Vialis is entitled, without the Contractor being able to claim a price change or any additional payment, to set the moment of Actual Delivery at a later time than previously agreed, provided the delivery time is not rescheduled by more than three months.

26.5 Unless agreed otherwise, no charge will be levied for the packaging of the goods delivered to Vialis. If payment is agreed with regard to the packaging, the Contractor will take back the packaging paid for by Vialis at Vialis' first request and the packaging costs charged to and paid for by Vialis will be refunded. Environmentally harmful packaging will continue to be owned by the Contractor and must be retrieved immediately after the goods have been unpacked

and disposed of at the Contractor' as expense. If necessary or requested by Vialis, the Contractor (or its staff) must use suitable personal protection equipment when unpacking. The Contractor will take back for its own account other Delivery packaging not charged to Vialis at the latter's first request.

26.6 The goods to be delivered by the Contractor in accordance with the Agreement must be marked pursuant to the instructions of Vialis. Insofar as applicable the goods in question must be given a type, series and device number, as well as an indication of origin by means of a clear importer's or manufacturer's logo.

26.7 The Contractor is obliged to issue a written and signed statement to Vialis in which it indicates whether the Delivery contains substances which feature on the candidate list of the ECHA (European Chemicals Agency). If those substances are present, this statement must indicate whether their concentration exceeds 0.1 percentage by weight. This statement must also explicitly indicate which substances this concerns, as well as their percentage by weight.

26.8 The Contractor will make an effort to process packaging sustainably, for examples through reuse, biologically degradable materials, etc.

#### ARTICLE 27 - TRANSFER OF OWNERSHIP AND RISK

27.1 The ownership and risk in relation to the Delivery will transfer to Vialis after the Actual Delivery to Vialis has taken place at the agreed location and after Vialis has approved the Delivery.

27.2 Approval relates exclusively to the appearance and the quantity of what has been delivered. If the goods are delivered packed and bundled, the approval and acceptance relates only to the quantity and appearance of the Delivery.

27.3 If the Delivery does not fulfil the agreements made, Vialis will be entitled not to accept the Delivery and to return it at the Contractor's expense.

27.4 If Vialis has made payments prior to the delivery, ownership of the Delivery will transfer to Vialis at the moment, proportionally and up to the amount, of the payment made.

27.5 Any commercial terms referred to in the Agreement have been used in accordance with the definitions given in the most recent version of the Incoterms at the time of the Agreement's formation, without prejudice to the provisions of paragraphs 2 and 3 of this article.

### CHAPTER 3: (SUB)CONTRACTING

#### ARTICLE 28 – (SUB)CONTRACTING

28.1 The Contractor must perform the services/activities accurately and completely in accordance with the Agreement.

28.2 The Contractor must perform the services/activities using skilful and expert persons.

28.3 Prior to performing activities the Contractor will issue Vialis with the information and documents requested by Vialis relating to all employees to be deployed by the Contractor such as, but not exclusively, copies of proofs of identity and/or required work permits which are valid for the work location(s) related to the Delivery.

28.4 The Contractor must arrange adequate supervision and leadership. To this end a supervisory employee designated by the Contractor must be present at the construction site during working hours, who also has sufficient decision-making authority to arrange daily proceedings relating to the activities, pursuant to the requirements and wishes of the construction site management. The supervisory employee must have command of Dutch and must also be able to act as interpreter in order to facilitate preventive and efficient instructions (by Vialis).

28.5 The Contractor is obliged to fulfil not only the statutory regulations concerning safety and hygiene but also the applicable Vialis regulations and also to ensure that the people charged by the Contractor with performing the services/activities and the supervision thereof do the same, without any costs arising for Vialis.

28.6 If Vialis requests such, the Contractor must provide Vialis with a written statement of the personal details and employment conditions (and changes to these) of the people who are going to perform, or are performing, the activities for Vialis which are important for the performance of the services/activities.

28.7 If requested to do so, the Contractor will use a time sheet or other control tool to determine the hours worked by the people referred to in the sixth paragraph of this article, such at the discretion of Vialis.

28.8 Unless agreed otherwise in writing, the working times of the people referred to in the sixth paragraph are the same as the working times of people employed by Vialis.

28.9 Vialis can deny the people referred to in this article access to its grounds and/or buildings, or the site, or demand of the Contractor that they are immediately removed from those grounds or buildings, if they:

- a) in the opinion of Vialis are apparently not up to their task;
- b) are (otherwise) acting contrary to any obligation in the Agreement.

28.10 Without Vialis' prior written permission the Contractor is not permitted to have the services and/or activities wholly or partially performed on the basis of (sub)subcontracting. If the Contractor requests permission to do so, it will indemnify Vialis against any liability it might acquire on account of vicarious tax liability rules. The Contractor will issue Vialis with a written indemnification which has been signed by an authorised person.

28.11 If requested to do so the Contractor will attend meetings, whereby a representative of the Contractor has to be present who has the authority to decide as referred to in paragraph four of this article.

28.12 Poor weather conditions and the outage or unavailability of gas, water, electricity or means of transport will not entitle the Contractor to any payment.

28.13 The Contractor is obliged to keep the site clean, and hand it over clean, for its own account and risk following and during the execution of the activities it is to perform.

#### ARTICLE 29 - INSPECTION AND APPROVAL

29.1 Services and/or activities will only be completed after Vialis has inspected or approved the services/activities in full and/or has had them approved and has provided evidence of its approval in writing by signing a completion statement.

29.2 The Contractor will submit a written request to Vialis for an inspection of the services and/or activities performed. When doing so the Contractor will indicate on which date the services/activities will be ready.

29.3 The inspection will be held as soon as possible after the date referred to in paragraph 2 of this article. The date and time of the inspection will be communicated to the Contractor as soon as possible (if possible at least three days before the inspection). If Vialis demands such, the Contractor will be obliged to be present at the inspection.

29.4 After the inspection the Contractor will be informed as soon as possible as to whether the services/activities have or have not been approved. If approval is withheld, Vialis will inform the Contractor of the reasons in writing.

29.5 Any reinspection after a rejection will take place in accordance with the aforementioned provisions.

29.6 Without Vialis being obliged to make any additional payment, the Contractor will repair or replace the rejected work and/or parts thereof at the first written request of Vialis, such without prejudice to any other right of Vialis (such as termination and compensation of damage and costs incurred for Vialis as a result).

29.7 Inspection or approval by Vialis does not release the Contractor from any guarantee and/or liability as results from the Agreement concluded between the parties or the law.

29.8 In the event of the rejection of the services and/or activities or a part thereof, Vialis will also be entitled to suspend payment of the price.

#### ARTICLE 30 – DEFECTS LIABILITY PERIOD

30.1 The provisions of the Agreement between Vialis and the Principal concerning the defects liability period and the defects liability deadline apply equally in the relationship between Vialis and the Contractor, without prejudice to the guarantee provision.

#### ARTICLE 31 - SAFETY

31.1 The Generic Port Instruction (GPI) is part of the safety rules of conduct. The Contractor's employees who perform activities at the construction site or access a construction location of Vialis or the

Principal must have the Generic Port Instruction certificate that can be obtained via the link <https://gpi.explainsafe.nl/> (select the film which matches the activities to be carried out) and must produce this certificate at the request of Vialis. The certificate must be obtained before the activities are carried out. Any employee who does not have this certificate will be refused access to the construction site. The Contractor will guarantee and ensure, for its own account, that its employees have all the skills required for the professional, safe and efficient execution of the agreed activities and have and continue to have the required Generic Port Instruction certificate.

31.2 When executing the commission, the Contractor must make sure that its employees, or the third parties it has engaged, accurately comply with the rules and regulations resulting from the legislation which is applicable at that point in time in relation to safety and working conditions. The Contractor must verify and make sure that the employees and/or third parties to be engaged always have proper personal protection equipment which complies with the most recent requirements of the Inspectorate SZW, any other government body and/or Vialis. The equipment used by, or for the benefit of, the Contractor (such as hoisting equipment and tools, in any event, but not limited to, the hoisting equipment and tools to be used) must also comply with the working conditions legislation which is in force at that time.

31.3 The Contractor guarantees that the employees it is to deploy or third parties who are working at the Vialis work location are familiar with, and comply with, the safety rules in the Vialis Instruction Booklet.

31.4 These safety rules include the VolkerWessels Stay Alert! Safety First! [Wees Alert! Veiligheid Eerst!] (WAVE) safety programme and the enforcement policy. The safety rules, the WAVE video and the enforcement policy can be consulted at <https://www.volkerwessels.com/nl/over-ons/corporate-responsibility/veiligheid/wees-alert-veiligheid-eerst>.

31.5 VolkerWessels is one of the signatories of the Safety in the Construction Industry Governance Code. This Governance Code led to an initiative called 'Safety In Tenders' [Veiligheid in Aanbestedingen] (ViA). On the basis of ViA will VolkerWessels will apply the Safety Ladder [Veiligheidsladder] when subcontracting.

31.6 Unless determined otherwise in the Agreement, the Contractor will provide all the tools and equipment required for the work and perform the (hoisting) activities required for the work for its own account and risk.

31.7 The Contractor's tools and equipment may only be used if they fulfil the applicable (statutory) provisions, as well as any additional requirements imposed by Vialis. If those requirements are not fulfilled, Vialis will be entitled to prohibit their use and the Contractor will be obliged to remove the tools or equipment in question from the site and replace them as soon as possible with tools or equipment that do fulfil the requirements. Any resulting loss or damage (including but not limited to a delay in the performance of the activities) is for the Contractor's account and risk and will not be regarded as force majeure for the Contractor.

31.8 Vialis' approval of tools and/or equipment will not exempt the Contractor from any liability resulting from their use.

31.9 If an accident, near-accident, or environmental incident occurs, the Contractor must report this verbally to Vialis without delay. By no later than within 24 hours after the accident, near-accident, or environmental incident, the Contractor must report this in writing or digitally via the Vialis SHE-Q coordinator. If the Contractor fails to make a written or digital report, Vialis will reject any liability in the widest sense of the word.

31.10 The Contractor must be in possession of the CSC\*/CSC\*\* (Contractors' Safety Checklist) certificates.

31.11 Copies of the other specific certificates and/or permissions required for the execution of the Agreement, such as professional liability insurance, Petrochemical CSC [VCA Petrochemie], BTR rail infrastructure certificate, digital safety passport, etc., must be submitted to Vialis before the activities start.

31.12 In the event that the safety rules are not complied with, a sanction can be applied as described in the enforcement policy. Depending on the seriousness of the violation and circumstances of the case, the sanction can be a warning, or lead to removal from the work location, such at the discretion of Vialis. The consequences of imposing a sanction on the Contractor, its employees or third parties it has engaged and/or removal from the work location, are for the Contractor's account. The imposition of a sanction and/or removal on account of this article can never lead to any claim vis-à-vis Vialis.

## ARTICLE 32 LEGISLATION AND REGULATIONS

32.1 The Contractor is expected to be familiar with the legislation and regulations applicable for the Agreement, including the safety regulations and the regulations on account of the Working Hours Act [Arbeidstijdenwet] (ATW), the Foreign Nationals (Employment) Act [Wet arbeid vreemdelingen] (WAV), the Placement of Personnel by Intermediaries Act [Wet Allocatie Arbeidskrachten door Intermediairs] (WAADI), the Dutch Labour Market Fraud (Bogus Schemes) Act [Wet Aanpak Schijnconstructies] (WAS), the Posted Workers in the European Union (Working Conditions) Act [Wet arbeidsvoorwaarden gedetacheerde werknemers in de Europese Unie] (WagwEU), the Above-ground and Underground Networks (Information Exchange) Act [Wet informatie-uitwisseling boven en ondergrondse netten en netwerken] (WIBON) and privacy regulations (namely the European General Data Protection Regulation (GDPR)). The Contractor undertakes to observe and comply with all applicable (statutory) regulations when performing its commission and when deploying staff, as well as to adhere to Vialis instructions relating to safety regulations.

32.2 The Contractor undertakes vis-à-vis Vialis to comply promptly with its statutory obligations to pay premiums, social insurance and wage tax relating to the work it has been commissioned to carry out and also to comply promptly with the applicable CLA(s).

32.3 The Contractor's employees and third parties it has engaged must be able to produce valid proof of identity at all times at the Vialis work locations. In the event that employees are foreign nationals within the meaning of the WAV, the Contractor will provide Vialis with all data and documents to be issued on the grounds of the WAV before starting its activities.

- a) For employees from EEA member states and Switzerland: their foreign passport or identity card.
- b) For all other countries: a residence document for foreign employees stating that work is freely permitted, or a residence document and a work permit.

32.4 The Contractor will cooperate on request with the performance of checks, audits or wage validations within the framework of the WAS by, for example, providing access to its records. If a check, audit or wage validation reveals that the Contractor or a third party engaged by the Contractor is not paying the wage owed to its employees, this will be an attributable failure by the Contractor as regards performing its obligations under this Agreement and the Contractor will immediately be in default, without any notice or default being required. If and insofar as the Agreement does not include any separate obligations within the framework of the WAS, the obligations included in this article will apply between the parties.

32.5 The Contractor is obliged to impose the obligations on account of this article in full on all third parties that the Contractor engages in order to execute the Agreement. The Contractor will, in turn, stipulate that the aforementioned third parties also impose these obligations contractually on other involved parties insofar as applicable.

32.6 The Contractor indemnifies Vialis against the consequences or non-fulfilment or legislation and regulations when executing the commission including, but not limited to, any fines which are imposed on the Principal and/or Vialis due to violations of legislation and regulations, as well as related third-party claims.

## ARTICLE 33 – WAGES AND SALARIES TAX AND SOCIAL SECURITY CONTRIBUTIONS (LIABILITY OF SUBCONTRACTORS) ACT [WET KETENAANSPRAKELIJKHEID] (WKA)

33.1 If the regulations of the WKA, Article 35 of the Collection of State Taxes Act [Invorderingswet] 1990 in conjunction with the Implementing Regulations for the Liability of Recipients, Subcontractors, and Clients 2004 [Uitvoeringsregeling inleners-, keten- en opdrachtgeversaansprakelijkheid 2004], are applicable, the Contractor will strictly fulfil all its obligations vis-à-vis the workers it has engaged, including workers engaged by any of the Contractor's subcontractors. The Contractor is liable and indemnifies Vialis against all loss or damage and third-party claims which are the consequence of the non-fulfilment by the Contractor and/or any of the Contractor's subcontractor of its obligations on account of the WKA.

33.2 If the WKA is applicable, the Contractor must ensure that the following data is supplied to Vialis within five days after concluding the Agreement or – if agreed otherwise - in any event within 5 days after Vialis' first request to that effect:

- a. A copy of the Chamber or Commerce extract.
- b. A copy of the valid G account agreement (if applicable) in the name of the Contractor.
- c. A recent and valid Declaration of Tax and National Insurance Contributions (Liability of Subcontractors) payment behaviour [Verklaring betalingsgedrag keten- en

inlenersaansprakelijkheid] (The Contractor will resubmit this declaration every 3 months).

- d. A declaration to the effect that the independent party always works on the basis of an approved model agreement and will never work on the basis of management and supervision.
- e. A declaration to the effect that the independent party will not subcontract work to third parties and will not hire in any external staff.

Unless agreed otherwise the Contractor must email the above-mentioned documents to the central Vialis email inbox: [crediteuren@vialis.nl](mailto:crediteuren@vialis.nl).

33.3 If the Contractor does not fulfil its obligations as stipulated in this Article 33 and/or if the declarations submitted and/or documents are older than three months, Vialis will be entitled to suspend payment of the Contractor's invoices. Vialis will immediately inform the Contractor to this effect. The Contractor is obliged to inform Vialis immediately in writing of changes in, or with regard to, the data referred to in the previous paragraph.

33.4 Unless agreed otherwise the parties assume that the wage component amounts to a substantial portion of the contract sum. Vialis will pay 30% of the invoice amount into the Contractor's G account.

33.5 In accordance with the requirements stated in the regulations concerning the WKA, the invoice must comply with the statutory invoice requirements in Article 35a of the Turnover Tax Act 1968 and the Contractor must also state the following details on the invoice:

- a. The number or the reference under which the Contractor performed the invoiced activities.
- b. The period(s) of time during which those activities were performed.
- c. The name(s) or reference(s) of the work to which the payment relates with VAT reverse-charged (if applicable).
- d. Vialis' VAT registration number.
- e. The G account number, the wage costs component of the invoice and the agreed percentage for the G account deposit.
- f. A man-days register to record all the hours worked by all workers who performed activities at the construction site/project location/commission execution location on behalf of the Contractor, including all workers who were engaged by other subcontractors of the Contractor. This register must fulfil the conditions set in this context by the Tax and Customs Administration and must, in any event, include the name and birth name, Citizen Service Number and date of birth of the workers and a breakdown of the number of hours worked per day and the signature of a Vialis project manager.

33.6 Vialis will not process any invoices which do not fulfil the requirements stipulated in paragraph 5 of this article. Vialis will return these invoices to the Contractor with a request to make the necessary changes.

33.7 The prior written approval of Vialis must be obtained before the Contractor engages third parties. The Contractor is obliged to impose the obligations in this Agreement in writing on the third parties in question.

33.8 Vialis is always entitled to pay the Contractor the social insurance premiums and wage tax payable by the Contractor in relation to the work, for which Vialis is jointly and severally liable pursuant to the WAK, by means of deposits into its G account within the meaning of the WKA.

33.9 If, after being held liable for unpaid tax and premiums by the Contractor or any of the Contractor's subcontractors, Vialis has had to pay this tax and these premiums, Vialis will have recourse against the Contractor for the entire amount that it has paid. Vialis' claim will be increased to include statutory interest pursuant to Article 6:119a of the Dutch Civil Code and costs incurred.

33.10 Fulfilment by Vialis of the obligations pursuant to the law and/or the CLA vis-à-vis the Contractor's employees will mean that Vialis has recourse against the Contractor for the relevant payment by Vialis, plus the statutory interest pursuant to Article 6:119a of the Dutch Civil Code and costs incurred.

**Vialis bv****Visiting address**

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**Mailing address**

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