

GENERAL TERMS AND CONDITIONS OF PURCHASE of J. de Jonge Group B.V., established in (3134 KG) Vlaardingen, at Koningin Wilhelminahaven ZZ 18, and the companies that are affiliated with it in a group as referred to in Article 2:24b of the Dutch Civil Code.

Artikel 1 - Definitions

- 1.1 For the purposes of these general terms and conditions of purchase, the following terms have the following meanings:
- 1.2 "Customers": customers, clients, clients and other relations of De Jonge who purchase products, works and/or services from De Jonge;
- 1.3 "De Jonge": J. de Jonge Group B.V. or the Group Company named in the Agreement as a contracting party;
- 1.4 "Group Company": J. de Jonge Group B.V. and/or one or more of its subsidiaries or associates as referred to in Articles 2:24a and 2:24c of the Dutch Civil Code and/or one or more other legal entities and companies that are affiliated with J. de Jonge Group B.V. in a group as referred to in Article 2:24b of the Dutch Civil Code, and furthermore any other legal entity or company that operates under the name "J. de Jonge" or a trade name derived therefrom and/or is affiliated with the these terms and conditions, regardless of whether there is a group relationship with J. de Jonge Group B.V. or a Group Company.
- 1.5 "Purchase Conditions": these General Purchase Conditions of De Jonge;
- 1.6 "Intellectual Property Rights": all intellectual property rights, including copyright, design, trademark and patent rights, know-how and claims for slavish imitation/unlawful competition and domain names;
- 1.7 "Supplier": the (potential) counterparty with whom De Jonge negotiates the conclusion of an Agreement and/or concludes an Agreement with regard to an item, good or service to be delivered to De Jonge;
- 1.8 "Delivery": the goods, goods, (agency) services or Works to be carried out by the Supplier;
- 1.9 "Materials" means all materials, parts, apparatus, machines and other parts that are or are intended to be part of the Work;
- 1.10 "Equipment": all implements, tools, means of transport and other aids necessary for the performance of the Work;
- 1.11 "Employee": any person who is employed by or on behalf of Supplier for the execution of the Agreement, including employees, hired workers, self-employed persons or others;
- 1.12 "Agreement": the agreement between De Jonge and the Supplier;
- 1.13 "Products": the products to be delivered by Supplier on the basis of the Agreement;
- 1.14 "In writing" means in a letter, contract or by e-mail;
- 1.15 "Work": the work to be carried out and/or the supplies to be made;
- 1.16 "Activities": all activities that must be performed by the Supplier in the context of the Agreement; and
- 1.17 "Work Area" means all the land and buildings where the Work is carried out under the Agreement.

Artikel 2 - Applicability

- 2.1 These Terms and Conditions of Purchase apply to all requests, quotations, assignments, purchase orders, Agreements and other legal acts relating to Deliveries from the Supplier to De Jonge.
- 2.2 The applicability of general terms and conditions used by the Supplier is hereby expressly rejected.
- 2.3 If any provision in these Terms of Use or the Agreement is invalid, voidable, illegal or otherwise unenforceable, the parties shall agree to validly modify such provision so as to best reflect the intent of the parties. All other provisions will then continue to apply in full.
- 2.4 The conditions of part 2 of these Terms and Conditions of Purchase are, in addition to the other provisions, additionally applicable in the specific case of contracting of Work by Supplier.
- 2.5 The terms and conditions of part 3 of these Terms and Conditions of Purchase apply, in addition to the other provisions, in the specific case of hiring of personnel by De Jonge.

Artikel 3 - Agreement

- 3.1 An Agreement is only concluded after a contract has been signed by both Parties, or after a purchase order has been issued by De Jonge to the Supplier. De Jonge is not bound by an Agreement entered into on its behalf by a person who was not authorised to represent her.
- 3.2 If the Agreement is concluded jointly with two or more Suppliers, they are both jointly and severally liable to De Jonge.
- 3.3 If in the Agreement or the appendices thereto De Jonge refers to technical, safety, quality or other regulations that are not attached to the Agreement, the Supplier will be deemed to be aware of them, unless it immediately notifies De Jonge of the contrary in writing. De Jonge will then inform the Supplier about these regulations in more detail.
- 3.4 The ISO 9001:2015 standards apply to the Agreement. The Supplier will be ISO 9001:2015 certified during the term of the Agreement.
- 3.5 If, in the execution of the Agreement, drawings, specifications, calculations, instructions, inspection regulations and the like provided by De Jonge or approved by De Jonge are used, these will form part of the Agreement. De Jonge does not give any guarantees about the accuracy and completeness of that information. The Supplier waives in advance any reliance on this as the basis for a claim for additional payment and/or extension of the term.
- 3.6 If the Agreement and/or the assignment given by De Jonge to the Supplier contains obvious contradictions, inaccuracies or omissions, the Supplier must immediately point this out to De Jonge in writing, on pain of forfeiture of a possibly. right to additional payment and/or extension of the term.
- 3.7 De Jonge has the right to order changes to the Delivery or the Work. The Supplier is only entitled to reimbursement of costs and/or an extension of the term if De Jonge has given prior written permission for this.
- 3.8 Additions to and amendments to the Agreement are only binding on De Jonge if De Jonge has accepted them in writing.
- 3.9 The contract duration and/or delivery period is determined in the Agreement. (Duration) agreements are entered into for a definite period of time and end by operation of law due to the expiry of the term. Tacit renewal of Agreements is not possible.
- 3.10 At De Jonge's first request, the Supplier is obliged to provide periodic written reports on the progress, quality and any risks in the performance of the Agreement. These reports contain information about: (i) the status in relation to the agreed delivery times and milestones; (ii) any deviations or bottlenecks from schedule and/or specifications; (iii) corrective actions taken or proposed; (iv) other information that De Jonge reasonably requires. The frequency, content and form of the reports may be specified and adjusted by De Jonge during the term of the Agreement.
- 3.11 If and to the extent that these Terms and Conditions of Purchase conflict with the terms of the Agreement, the provisions of the Agreement shall prevail.
- 3.12 If these Terms and Conditions of Purchase have been translated into a language other than Dutch, the Dutch text is decisive.

Artikel 4 - Pricing

- 4.1 All prices mentioned in the Agreement are in euros, exclusive of VAT and fixed up to and including the end of the Agreement or the Delivery, unless expressly agreed otherwise.
- 4.2 Prices include all costs, such as transport costs, insurance, packaging, courier risk, packaging, import duties, fees (including any license fees) and all other costs to be incurred in connection with the delivery.
- 4.3 Additional costs that have not been expressly accepted in writing by De Jonge in advance are not eligible for reimbursement. There will be no settlement or price increase in the event of an increase in wages, social costs, (material) prices, transport costs, taxes, (import) duties, exchange rates and the like.
- 4.4 A possibly. Reimbursement of additional costs will never exceed the amount that is reimbursed by the Client to De Jonge in this respect.

Artikel 5 - Invoices

- 5.1 The Supplier will send itemised invoices (including order number) to De Jonge within thirty (30) days after delivery.
- 5.2 Invoices must meet the requirements set out in the Turnover Tax Act and (insofar as applicable) the Implementation Regulation on hirer, chain and client liability.
- 5.3 The Supplier will state at least the following on each invoice:
 - a) name, address and Chamber of Commerce number of the Supplier;
 - b) the number of the Agreement;
 - c) the name of the Deliverability as described in the Agreement and a description of the nature of the Activities;
 - d) the place(s) of the execution of the Delivery;
 - e) the period to which the invoice relates;
 - f) the amount of salary that is part of the invoiced amount; 'wage' means: the wages within the meaning of the Wages Tax Act 1964;
 - g) the number of Employees to whom the invoice relates;
 - h) the endorsement "Reverse charge", if the reverse charge mechanism for turnover tax applies;
 - i) if De Jonge and the Supplier have agreed to use a G account: the number of the G account and the name of the financial institution with which this account is held;
 - j) the turnover tax number of the Supplier and, if Article 5.3 sub h of these Terms and Conditions of Purchase applies, also the turnover tax number of De Jonge;
- 5.4 Invoices are accompanied by signed order forms, man-hour sheets, settlement sheets, quantity statements, etc., showing that Supplier is entitled to payment.
- 5.5 An invoice shall not relate to more than one (1) Agreement number.
- 5.6 If invoices do not meet one or more of the requirements set out in Article 5 of these Terms and Conditions of Purchase, De Jonge is entitled to refuse these invoices.

Artikel 6 - Payment

- 6.1 Payment is made in euros, in accordance with the payment schedule included in the Agreement, or, in the absence thereof, after delivery.
- 6.2 The payment term is sixty (60) days after receipt of an invoice approved by De Jonge.
- 6.3 Payment by De Jonge does not imply an acknowledgement that the Delivery complies with the Agreement.
- 6.4 De Jonge shall always be entitled to pay the social security contributions and wage tax payable by the Supplier in respect of the Supply, for which De Jonge could be jointly and severally liable on the basis of the legislation on Sequential Liability, to the Supplier by making a deposit into its G account(s) within the meaning of the Sequential Liability Act.
- 6.5 Without prejudice to the provisions of Article 6.4, De Jonge may always pay the amounts referred to above for social security contributions and wage tax directly to the competent authorities, such as the UWV or the Tax and Customs Administration.
- 6.6 De Jonge has the right to demand sufficient financial security from the Supplier in the form of bank guarantees or sureties, for the amount(s) for which De Jonge reasonably believes that it can be held liable on the basis of the Sequential Liability Act.
- 6.7 Payments by De Jonge as referred to in Articles 6.4 and 6.5 of these Terms and Conditions of Purchase shall be deemed to be payment in discharge to the Supplier.
- 6.8 De Jonge may set off monetary claims of the Supplier and/or of any group companies of the Supplier against De Jonge and/or its Group Companies against claims (including fines) of De Jonge and/or its Group Companies against the Supplier and/or any group companies of the Supplier.
- 6.9 In the event of advance payment or instalment payment(s), the Supplier will provide security by means of a bank guarantee at De Jonge's first request.

- 6.10 If De Jonge wrongfully fails to pay the amount due on time on the basis of the Agreement, the Supplier is only entitled to compensation of the statutory interest as referred to in Article 6:119 of the Dutch Civil Code.

Artikel 7 - Delivery

- 7.1 Delivery will take place in accordance with the ICC Incoterms rule *Delivered Duty Paid* (DDP) to the address indicated by De Jonge, unless otherwise agreed in writing. The supplier must follow the regulations and instructions applicable at the address indicated.
- 7.2 Time is of the essence (core clause) and the agreed delivery time(s) is (are) therefore fixed. If the delivery or delivery period is exceeded, the Supplier will be in default without further (written) notice of default and will be liable for all damage suffered by De Jonge as a result.
- 7.3 If the delivery or delivery period is exceeded, the Supplier will forfeit a penalty immediately due and payable on behalf of De Jonge in the amount specified in the Agreement without further notice of default or judicial intervention. In the absence of such a provision, the penalty shall be 1% of the contract value for each day of delay with a minimum of € 250,-, up to a maximum of 20% of the price involved in the Agreement, without prejudice to De Jonge's right to performance, compensation and/or dissolution.
- 7.4 The Supplier may only make partial deliveries if this has been agreed in writing with De Jonge and this does not lead to additional costs for De Jonge. De Jonge may return partial delivery(s) that have not been agreed upon at the expense and risk of the Supplier. Earlier delivery than agreed is only allowed with the prior written consent of De Jonge and does not lead to a change in the originally agreed payment or guarantee term.
- 7.5 In the event that De Jonge is unable to take delivery at the agreed time due to force majeure, shortcoming on the part of its Customers or postponement of delivery to its Customers, non-execution or cancellation of assignments by Customers, the Supplier will postpone the delivery without additional costs for a reasonable period to be determined by De Jonge.

Artikel 8 - Packaging

- 8.1 The Supplier is obliged to properly package the Delivery. The Supplier is liable for all damage as a result of improper packaging.
- 8.2 Any special requirements imposed by De Jonge on packaging, transport and/or security will be carefully observed by the Supplier. De Jonge may return the Delivery to the Supplier at the expense and risk of the Supplier, if the applicable rules and provisions and the aforementioned requirements are not met.
- 8.3 At De Jonge's request, the Supplier will take back the packaging material used by the Supplier at its own expense and risk. De Jonge may return packaging material to the Supplier at the Supplier's expense.
- 8.4 The Supplier is responsible for the proper care, storage, monitoring and supervision of loan packaging made available by De Jonge and will return it to De Jonge free of charge on first request.

Artikel 9 - Transfer of ownership

- 9.1 Ownership of the Deliveries will pass to De Jonge at the time of delivery to De Jonge at the agreed location. In the event that De Jonge makes payments before delivery, ownership will pass to De Jonge at the time of payment.
- 9.2 If the installation or assembly of the Delivery has been agreed upon by the Supplier, the Supplier shall bear the risk of the Delivery until the installed/assembled Delivery has been accepted by De Jonge in accordance with the provisions of Article 13 of these Terms and Conditions of Purchase, or, if no acceptance test has been agreed, has been put into operation.
- 9.3 If De Jonge provides goods, such as raw materials, semi-finished products, materials and parts, models, specifications, drawings, software and information carriers, to the Supplier in the execution of

the Agreement, these goods will remain the property of De Jonge. The Supplier shall keep these items, clearly marked as the property of De Jonge, in good condition and at its own expense as the Lender and shall bear the risk of loss and/or damage to these items. The supplier will take care of the insurance of these items at its own expense as long as it has these items on loan. The Supplier will only use these items (or have them used) for the purpose of the performance of the Agreement. The Supplier will immediately return these items to De Jonge at its own expense after the Agreement has been executed or terminated, and in all other cases at De Jonge's first request.

- 9.4 If the Supplier forms a new business with the items that have been provided to it, these are items that De Jonge has created for itself and the Supplier keeps them for De Jonge as the owner.

Artikel 10 - Warranty and indemnity

10.1 Prior to the execution of the Agreement, the Supplier will ascertain the purpose of the Delivery, failing which it will be deemed to be familiar with (a) the purpose for which the Delivery is intended and (b) the circumstances under which the delivery or delivery must take place.

10.2 Supplier warrants that:

- a. the Delivery is complete and suitable for the purpose for which it is intended;
- b. the Delivery is entirely in accordance with the Agreement and the associated specifications, drawings, calculations and/or other documents provided by De Jonge;
- c. the Deliveries are of good quality and free of design, execution and/or material defects, and that new materials are used and skilled Employees are used for the execution of the work associated with the Deliveries;
- d. he provides the free and unencumbered ownership of the Supply;
- e. he obtains and retains in a timely manner all permits necessary for the Activities to be performed;
- f. the Shipment complies at least with the relevant regulations of the European Union, regardless of whether the Shipment is used inside or outside the European Economic Area (EEA), and with the locally applicable legal requirements and government regulations for local use;
- g. he will deliver the agreed result, regardless of whether the Supply concerns goods or services;
- h. the Shipment includes all relevant certificates, declarations, (as built) certificates, assembly instructions, operating instructions, instructions for use, maintenance instructions, specifications, drawings, calculations, reports, tax data and other documents; and
- i. insofar as the Deliveries are carried out at a location outside the business premises and/or business premises of the Supplier, the laws and government regulations applicable to that location and the regulations declared applicable by De Jonge or its Client for that location will be complied with.

10.3 The Supplier guarantees that the Delivery does not infringe the rights of third parties, including Intellectual Property Rights, and fully indemnifies De Jonge against claims from third parties in this respect.

10.4 The Supplier guarantees that (spare) parts of the Delivery and the maintenance required to keep the Delivery in good condition can be obtained from De Jonge for a period of at least ten (10) years after delivery of the Delivery by De Jonge, at competitive prices.

10.5 The Supplier declares that it will make every effort to support De Jonge's environmental and sustainability goals, including minimising packaging material, reducing CO₂ emissions during transport, and using sustainable materials where possible.

10.6 The Supplier guarantees that it will comply with applicable laws and regulations on export controls, sanctions legislation, corruption and trade restrictions in the performance of its obligations and indemnifies De Jonge against all claims in this regard.

10.7 The Supplier declares that it acts in accordance with fundamental human rights, environmental responsibility and ethical business conduct in its business operations, in accordance with, among others,

the UN Global Compact and the OECD Guidelines, and indemnifies De Jonge against all claims in this regard.

Artikel 11 - Warranty period and repair of defects

11.1 Defects that are discovered during a period of 36 months after delivery or, if the Supplier and De Jonge have agreed on an acceptance test, 24 months after acceptance by De Jonge (hereinafter: 'the warranty period'), or hidden defects that are discovered after these periods, must be dealt with by the Supplier in accordance with the provisions of this Article 11 of these Terms and Conditions of Purchase.

11.2 In the event of repair or replacement during the warranty period, the warranty period for the repaired or replaced items and for all items that were unusable as a result of the defect will start again from the time of commissioning or putting into service after repair or replacement.

11.3 The Supplier will remedy defects as soon as possible, and in any event within the reasonable period set by De Jonge, by means of repair or replacement, at De Jonge's discretion, at the location indicated by De Jonge.

11.4 The Supplier shall bear all costs related to the repair of defects, including but not limited to material costs, transport costs, storage costs, insurance costs, travel and accommodation costs, dismantling and assembly costs and other labour costs.

11.5 In the absence of proper compliance with this obligation to repair by the Supplier and/or compliance therewith within the specified period, and also in urgent cases, De Jonge has the right to perform the necessary things at the expense and risk of the Supplier or to have them carried out by third parties and De Jonge will inform the Supplier of this as soon as possible.

11.6 The Supplier is aware that Deliveries by De Jonge are or may be supplied by De Jonge to its Customers worldwide. This does not preclude the Supplier's obligation to provide a guarantee or rights of De Jonge due to hidden defects. In that case, the Supplier will also remedy the defects in accordance with the provisions of this Article 11. De Jonge may always transfer its rights under the guarantee to its Customers.

11.7 The provisions of this art. 11 do not relieve the Supplier of his liability under the law.

Artikel 12 - Testing/inspection

12.1 De Jonge always has the right to inspect Deliveries and – under indication of defects – to reject them. At the request of De Jonge, the Supplier may be inspected and/or inspected by or on behalf of De Jonge at the Supplier prior to delivery, at De Jonge's after delivery or at the Client's after delivery.

12.2 The Supplier will cooperate with the testing and/or inspection at no further cost to De Jonge and, at the request of De Jonge, provide reasonable personnel and material assistance for the purpose of the testing and/or inspection. All costs for or in connection with the examination and/or inspection, with the exception of costs of personnel and representatives of De Jonge, will be borne by the Supplier. If the inspection and/or inspection is delayed through no fault of De Jonge or if the Leveringance is rejected during the inspection and/or inspection, all additional costs and all costs of the subsequent inspections and/or inspections (including costs of personnel and representatives of De Jonge) will be borne by the Supplier.

12.3 If De Jonge rejects the Deliveries after the inspection and/or inspection, the Supplier will immediately submit the missing, repaired or replacement Deliveries for inspection and/or inspection, without prejudice to all other rights of De Jonge. Rejection by De Jonge does not lead to postponement of the agreed delivery period.

12.4 The inspection and/or inspection of the Deliveries by or on behalf of De Jonge does not imply any acknowledgement that the Deliveries comply with the guarantees given in Article 10 of these Terms and Conditions of Purchase and/or that they comply with the Agreement.

12.5 De Jonge reserves the right, prior to the processing of Materials, on the basis of a visual inspection, to reject the Delivery, if there are disturbing visual deviations compared to deliveries of similar materials. The Supplier will replace the rejected Materials free of charge at De Jonge's first request.

Artikel 13 - Tests

- 13.1 If an acceptance test has been agreed between De Jonge and the Supplier, or if De Jonge requires the performance of an (interim) test, the Supplier must offer the Deliveries for the test at the time agreed between the parties or indicated by De Jonge to determine whether the Deliveries comply with the Agreement. Prior to the test, the parties will jointly determine the procedure according to which the test will be performed. The Supplier will not present the Supplier for the (acceptance) test if it knows or reasonably suspects that the delivered/installed Supplier will not pass the test successfully.
- 13.2 The test will be successfully completed if the Supplier has received a written notification to that effect from De Jonge, possibly stating minor defects that do not prevent the delivery/installation of the delivered Deliveries and which minor defects the Supplier will remedy free of charge within five (5) working days of receipt of the aforementioned written notification.
- 13.3 If the test or acceptance test has not been successfully completed, the Supplier will adjust the delivered/installed Delivery within five (5) working days after the test in such a way that it will successfully pass a subsequent test. After this, the supplied/installed Delivery will be subjected to a new test on the basis of this art. 13. All costs associated with this new test are borne by Supplier.

Artikel 14 - Liability and indemnification

- 14.1 The Supplier will fully compensate De Jonge for all damage (including property, personal and/or business damage) that may arise for De Jonge, its staff, its auxiliary persons and/or Buyers as a result of breach of contract and/or unlawful act on the part of the Supplier, its Employees and/or auxiliary persons.
- 14.2 De Jonge is not liable for any damage whatsoever in relation to the Agreement, unless there is intent and/or gross negligence on the part of De Jonge.
- 14.3 The Supplier will indemnify De Jonge against claims from third parties for compensation for damage related to the delivery. If a third party files a claim against De Jonge, De Jonge will immediately notify Supplier of this and send the data.

Artikel 15 - Insurance

- 15.1 The Supplier will ensure that adequate insurance is in place to cover risks arising from or in connection with the Agreement. The insurance must be taken out with a solid insurance company, under usual conditions and provide at least EUR 5,000,000 (five million euros) of coverage per event.
- 15.2 In the event of the use of equipment, the Supplier is obliged to insure this equipment for damage to the equipment itself and liability. The policy must include that:
 - a) for objects subject to WAM, the coverage meets the requirements of the Motor Vehicle Liability Insurance Act and provides coverage for damage caused by the use of the equipment; and
 - b) De Jonge and Buyers are co-insured and insurers waive recourse.
- 15.3 The supplier gives De Jonge access to his insurance policies on first request. If, in the reasonable opinion of De Jonge, this shows that the Supplier must take out additional insurance as a result of the Agreement and/or the Delivery, the Supplier will arrange this at De Jonge's first request.
- 15.4 The supplier must pay the insurance premiums on time and provide proof of this to De Jonge immediately. The Supplier must always notify De Jonge of the cancellation, non-renewal or substantial change of an insurance policy.

Artikel 16 - Intellectual Property Rights and Confidentiality

- 16.1 All Intellectual Property Rights to the drawings, specifications, manuals, documentation, samples, software, etc. relating to the Delivery are fully vested in or fully vested in De Jonge. De Jonge does not owe a separate fee for this and is free to dispose of it. The Supplier will cooperate in the creation of necessary deeds of transfer – including with regard to the (intellectual/industrial) property rights – and hereby also gives an irrevocable power of attorney to De Jonge to draw up and sign or sub-sign such deeds on behalf of the Supplier.
- 16.2 If the Delivery consists of the development/modification of software, the Supplier will hand over the object code, the source code and all related documentation to De Jonge free of charge at De Jonge's first request. This will be made available in such a way that De Jonge can make effective use of it without further effort.
- 16.3 The Supplier is obliged to maintain confidentiality with regard to (a) all data/information/rights/matters referred to in Articles 16.1 and 16.2 and (b) all other data/information/rights/matters provided by De Jonge or otherwise made known to it regarding De Jonge, its Customers/customers or other relations or the Delivery, and will only use these for the execution of the Agreement and will not make any copies of this without the prior written consent of De Jonge. The Supplier will also impose this confidentiality obligation on all subordinates and non-subordinates who become aware of it and guarantees that they comply with these obligations. If no agreement is concluded or an agreement ends, this duty of confidentiality will continue to exist and the Supplier will immediately return everything it has in its possession to De Jonge.
- 16.4 All assignments given by De Jonge are confidential and will not be disclosed by the Supplier for publicity or sales promotion purposes, unless prior written permission has been obtained from De Jonge.
- 16.5 The Supplier hereby waives, also on behalf of its Employees, any personality rights to which it may be entitled as referred to in Article 25(1) of the Copyright Act, to the extent that such a waiver is permitted. The Supplier guarantees that it is also authorised to do so on behalf of its Employees.
- 16.6 Supplier may only use the materials, documents, software and information provided by De Jonge for the performance of its obligations under the Agreement.
- 16.7 In the event of an alleged infringement of Intellectual Property Rights of a third party, the Supplier will take all measures at its expense that can contribute to preventing stagnation of De Jonge's/Buyer's business operations and to limiting the costs and/or damage to be suffered by De Jonge as a result.
- 16.8 If De Jonge provides software to the Supplier, De Jonge may apply technical measures to protect the software it provides. The Supplier is not permitted to disappear or circumvent such a facility.
- 16.9 If no Agreement is concluded or the Agreement ends, Supplier will immediately return all confidential information to De Jonge at its own expense, or, if this is not possible, destroy it, in which case Supplier will provide De Jonge with written proof of destruction within five working days of the submission of the request.
- 16.10 If Supplier provides digital services or has access to confidential information or IT systems of De Jonge, Supplier agrees that De Jonge (itself or by third parties) will periodically carry out audits or tests on the information security measures taken by Supplier. The Supplier will store and transmit personal and confidential data that it processes for De Jonge in encrypted form using current standards.

Artikel 17 - Suspension and termination

- 17.1 If the Supplier fails to comply with its obligations, De Jonge may suspend its (payment) obligations towards the Supplier until the Supplier has fulfilled its obligations.
- 17.2 If the Supplier is in default of the fulfilment of its obligations in connection with or arising from the Agreement, and in the event of suspension of payments, bankruptcy, cessation or liquidation of the Supplier's business and/or violation of the obligations under Article

20 of these Terms and Conditions of Purchase, De Jonge has the right to dissolve the Agreement in whole or in part (extrajudicially) without further notice of default. without being obliged to pay compensation for costs and damage and without prejudice to the other rights of De Jonge.

- 17.3 Without prejudice to the provisions of Article 17.2, De Jonge may terminate the Agreement in whole or in part at any time. In that case, De Jonge will only pay the Supplier compensation for the reasonable and demonstrable costs incurred by the Supplier up to the time of termination in connection with the performance of the Agreement.
- 17.4 If, in the opinion of De Jonge, there is well-founded reason to fear that the Supplier will not fulfil its obligations towards De Jonge properly or in a timely manner, the Supplier will, at De Jonge's first request, immediately provide security for the fulfilment of its obligations in the form desired by De Jonge. All goods and documents of the Supplier that are held by De Jonge serve as collateral as security for the fulfilment of the obligations towards De Jonge.
- 17.5 All claims that De Jonge may have or obtain against the Supplier in the cases of this Article 17 are immediately and fully due and payable.
- 17.6 All possible extrajudicial costs, expressly including the sending of a number of reminders, the submission of (settlement) proposals, and other preparatory acts, and the legal costs incurred by De Jonge as a result of the non-compliance by the Supplier, will be borne by the Supplier.
- 17.7 Upon termination of the Agreement, the Supplier will cooperate in an orderly transfer of the Delivery, Materials and documentation to De Jonge or a third party to be appointed by De Jonge in order to guarantee the continuity of the business operations of De Jonge and/or its Customers.
- 17.8 Any right of Supplier to set-off, suspension and/or the exercise of a right of retention is expressly excluded.

Artikel 18 - Force majeure

- 18.1 In the event of temporary force majeure, Supplier may suspend the fulfilment of its obligations under the Agreement for a reasonable period of time, which may not exceed four (4) weeks, provided that Supplier notifies De Jonge immediately after the circumstance giving rise to force majeure has occurred, stating the cause of the force majeure. If the Supplier is unable to fulfil its obligations after the expiry of these four (4) weeks, De Jonge is entitled to terminate the Agreement (extrajudicially), without being obliged to pay compensation for costs and damages.
- 18.2 If compliance with the Agreement is permanently impossible due to force majeure, Supplier will notify De Jonge immediately and De Jonge may immediately (extrajudicially) dissolve the Agreement, without being obliged to pay compensation for costs and damages.
- 18.3 Force majeure does not apply in the event of strikes, staff lockouts, shortage of manpower, pandemic, illness, shortage of raw materials, shortage of Materials, shortage of Equipment, transport problems, non-fulfilment of obligations by suppliers and disruptions in the production of the Supplier.

Artikel 19 - Personal data

- 19.1 In the performance of its obligations under the Agreement, the Supplier shall comply with all applicable laws and regulations with regard to the protection of personal data (such as those of employees, customers and customers), in particular the General Data Protection Regulation (GDPR) and the General Data Protection Regulation Implementation Act.
- 19.2 Any Supplier that stores, uses, retrieves or otherwise processes personal data is a processor within the meaning of the GDPR. The Supplier will only process personal data after it has concluded a processing agreement with De Jonge. The Supplier will keep a record of the processing activities it carries out on behalf of De Jonge and, if applicable, under joint controllership. The Supplier will allow De Jonge (or a third party engaged by it) to check compliance with the privacy rules with the Supplier.

19.3 The Supplier will not store the personal data for longer than necessary and will destroy them at De Jonge's request.

- 19.4 In order to guarantee the confidentiality, integrity and availability of the data that Supplier will process or to which Supplier has access, Supplier will demonstrably take appropriate and effective technical and organisational business measures, which, in view of the current state of technology and the costs involved, correspond to the nature of the personal data to be processed, in order to protect the personal data against loss, unauthorized access, or any form of unlawful processing, and to guarantee the (timely) availability of the data.
- 19.5 The Supplier and third parties engaged by it will inform De Jonge at first request and in any event within 24 hours of (a) any breach of the security of the personal data and (b) requests from third parties, including official authorities, to provide or inspect the personal data. The supplier will take further steps in consultation with De Jonge if necessary. The Supplier and third parties engaged by it will not contact data subjects within the meaning of the GDPR, authorities or other third parties without the prior consent of De Jonge.

Artikel 20 - Supplier's obligations towards Employees

- 20.1 The Supplier guarantees that it complies with all the requirements of applicable laws and regulations when carrying out the Work, including the Minimum Wage and Minimum Holiday Allowance Act (WML), the Working Conditions Act (Working Conditions Act), the Working Hours Act (ATW), the Approach to Sham Constructions Act (WAS), the Compulsory Identification Act (WID) and the Foreign Nationals Employment Act (WAV), the Sequential Liability Act (Wka) and any applicable Collective Labour Agreement.
- 20.2 In order to comply with the obligations referred to in Article 20.1 of these Terms and Conditions of Purchase, the Supplier shall at least:
 - a) record all agreements regarding the employment relationship (including employment conditions) in writing and strictly comply with all its obligations towards Employees;
 - b) comply with the applicable collective agreement(s);
 - c) participate in controls, audits or payroll validations and give access to the administration if requested by a competent authority;
 - d) Giving De Jonge insight into the employment conditions agreements if De Jonge considers this important;
 - e) guarantee that Employees to be deployed are paid correctly and on time;
 - f) provide an original statement at De Jonge's first request with regard to his payment behaviour with the Tax and Customs Administration, as referred to in the guidelines adopted in the context of chain liability;
 - g) keep payroll records that meet the requirements of the relevant legislation, in such a way that at least the amount of salary can be determined that is included in the price to be paid by De Jonge for the performance of the Agreement by the Supplier;
 - h) if he deploys a foreign national as referred to in the WAV, have a valid work permit and a valid identity document and make them available to De Jonge, insofar as required and permitted by law;
- 20.3 Without prejudice to the provisions of Article 20.2(f), the Supplier shall always provide, at the first request of De Jonge, an original statement from a chartered accountant (RA) or from an accountant administration consultant (AA) to the effect that the obligations with regard to the payment of premiums and wage tax have been met.
- 20.4 The original statements as referred to in Articles 20.2 and 20.3 of these Terms and Conditions of Purchase may not be older than three (3) months and will be returned to the Supplier after inspection by De Jonge.
- 20.5 Before the start of the Work, in the event of a change in the data and always at the first request of De Jonge, the Supplier shall provide:
 - a) its SNA quality mark if required;
 - b) his establishment permit, if required;

- c) an up-to-date copy of an extract from the trade register of the Chamber of Commerce;
 - d) Name and address details, Social Security Numbers and document numbers of valid identity documents of Suppliers employees;
 - e) work and/or residence permits of Employees;
 - f) a Certificate of Good Conduct (VOG) of the Employee (insofar as required);
 - g) VCA certificates;
 - h) the A1 certificate;
 - i) certificates of competence; and
 - j) any other documents that De Jonge deems desirable or necessary in connection with the implementation of the Agreement.
- 20.6 Any Work that has already started can be stopped by De Jonge, without any consequences for De Jonge, until the information referred to in Article 20.5 has been provided to the satisfaction of De Jonge.
- 20.7 The Supplier also guarantees (if applicable) that it will comply with all legal obligations related to the employment of workers with third parties, such as the obligations arising from the Employment Conditions of Posted Workers in the EU Act (WagwEU), including:
- a) the obligation to provide information;
 - b) the obligation to appoint a contact person in the Netherlands;
 - c) the obligation to keep records;
 - d) the reporting obligation under Article 8 of the WagwEU;
 - e) the obligation that the terms of employment of Employees who are temporarily seconded to the Netherlands meet the requirements of the WagwEU and applicable collective labour agreements.
- 20.8 De Jonge may request the Supplier to replace Employees without giving reasons and at no additional cost to De Jonge. The Supplier is then obliged to deploy other Employees. With each replacement of an Employee, the Supplier will make someone available who is at least equivalent to the person being replaced in terms of expertise, level of education and experience, without this leading to higher costs for De Jonge.
- 20.9 The deployment of Employees will never lead to an employment contract between the Employee and De Jonge. Insofar as this is permitted by law, Supplier indemnifies De Jonge against claims by the Employee(s) deployed by the Supplier and any third party(ies) in respect of the creation of an employment relationship with De Jonge. The supplier will compensate De Jonge for all adverse consequences of this on first request.
- 20.10 If the cooperation between De Jonge and the Supplier ends, the Employee's deployment at De Jonge will also end by operation of law on the same date.
- 20.11 The Supplier guarantees that the Employees to be deployed will take note of the guidelines, instructions and procedures, including the working hours regulations, house rules, rules with regard to access and security, etc., that have been provided to the Supplier by or on behalf of De Jonge in a timely manner and that the Employees to be deployed will observe them. The Supplier also guarantees that Employees do not use alcohol and/or drugs before and during work.
- 20.12 The Supplier guarantees that a person will be present during the work on the Work who can communicate with the Supplier's Employees in both Dutch and the relevant foreign language.
- 20.13 If De Jonge has had to pay tax and/or premiums because this tax and/or premiums has not been paid by the Supplier or subcontractors or contractors engaged by the Supplier, De Jonge will have recourse against the Supplier in respect of the entire amount paid by De Jonge. De Jonge's claim will be increased by all extrajudicial and judicial collection costs and the statutory commercial interest from the day of payment by De Jonge to the collecting agency(ies) until the time of payment thereof by or on behalf of the Supplier to De Jonge.
- 20.14 Without prejudice to other provisions with regard to liability and indemnification, Supplier indemnifies De Jonge against all claims, damages, fines, (punitive) measures and costs that arise from or are related to the failure (timely and/or full) compliance with the

obligations under Article 20 of these Terms and Conditions of Purchase by the Supplier and/or its subcontractors or contractors, including in any case, but not limited to wage costs, taxes, (social insurance and/or pension) premiums, fines, interest, (punitive) measures and/or legal costs. The Supplier's liability towards De Jonge is in no way limited.

- 20.15 The Supplier will impose all obligations referred to in Article 20 on all its subcontractors or contractors and stipulate that they in turn include these obligations in agreements with their subcontractors or contractors.

Artikel 21 - Transfer of rights/obligations, assignment and/or pledge

- 21.1 The Supplier is not permitted to transfer the Agreement and/or any rights and/or obligations arising therefrom to third parties without the prior written consent of De Jonge.
- 21.2 De Jonge is always entitled to transfer the Agreement and/or any rights and/or obligations arising therefrom to a Group Company. By entering into the Agreement, the Supplier agrees to this in advance.
- 21.3 The part of social insurance and wage tax premiums included in the agreed price for which De Jonge may be liable under the Sequential Liability Act cannot be assigned, pledged or transferred ownership to a third party under any title whatsoever. This clause has both the effect of obligations and property law as referred to in Article 3:83(2) of the Dutch Civil Code, insofar as the law does not preclude this.

Artikel 22 - Applicable law and disputes

- 22.1 All Agreements and legal relationships between De Jonge and the Supplier are governed by Dutch law, to the exclusion of the Vienna Sales Convention.
- 22.2 If the choice of law referred to in art. 22.1 of these Terms and Conditions of Purchase is invalid, voidable, illegal or otherwise unenforceable in the country of residence of the De Jonge Group Company that is party to the Agreement, the law of that country of establishment shall apply, also to the exclusion of the United Nations Convention on the International Sale of Goods.
- 22.3 For the purpose of resolving any dispute that has arisen or may arise as a result of the Agreement, or of further agreements that may result from it, the parties are obliged, or the most diligent party is obliged, to submit an application for mediation to the Arbitration Board in Construction Disputes. The parties are obliged to first follow mediation and to participate in at least one joint session before proceedings as referred to in Article 22.4 of these Terms and Conditions of Purchase may be initiated. The costs of the mediation are divided equally between the parties.
- 22.4 If the mediation does not lead to a resolution of the dispute by signing a settlement agreement, the dispute, or at least that part of it that has not been resolved, will be settled by arbitration in accordance with the rules of the Arbitration Board in Construction Disputes, without prejudice to De Jonge's authority to submit a dispute to the (Preliminary Relief Judge of the) District Court of Rotterdam or to the court in the place where the Supplier is established.

PART 2: ADDITIONAL CONDITIONS FOR CONTRACTING WORK BY SUPPLIER

The terms and conditions in this part apply if and insofar as the Agreement (also) serves to contract work as referred to in Article 7:750 of the Dutch Civil Code. To the extent that this Part 2 does not expressly provide otherwise, the other provisions of the Terms and Conditions of Purchase remain fully applicable.

Artikel 23 - Employees

- 23.1 For the purpose of carrying out its obligations, the Supplier will deploy sufficient skilled Employees and have them deployed by its subcontractors.

- 23.2 At De Jonge's request, the Supplier will periodically provide an overview of the Employees it has deployed for the performance of the Work, stating the name, position and other information that De Jonge deems necessary. Replacement of Employees by Supplier must be discussed with De Jonge in advance and approved by De Jonge.
- 23.3 If the Supplier deploys Employees who, in the reasonable opinion of De Jonge, are unsuitable or incompetent, the Supplier will no longer have the Activities carried out by these Employees.
- 23.4 De Jonge and Supplier will each appoint an authorised representative to represent them in the performance of the Agreement.

Artikel 24 - Time of Work

- 24.1 The Supplier must carry out the Activities in accordance with the schedule included in the Agreement or the schedule provided by De Jonge.
- 24.2 The delivery date included in the Agreement or schedule is fatal. The supplier is in default due to the mere exceeding of the delivery date.
- 24.3 De Jonge has the right to change the time and/or the order of work of the Work, without the Supplier being entitled to additional payment and/or an extension of the term.

Artikel 25 - Materials

- 25.1 The Supplier will supply all Materials required for the Work, unless otherwise agreed.
- 25.2 The Materials to be supplied by the Supplier will be new, in good condition, unused and always fully suitable for the purpose for which they are intended. Materials that do not meet the requirements will be removed from the Work Site by the Supplier at the request of De Jonge and replaced by Materials that meet the requirements.
- 25.3 If De Jonge supplies Materials for the Activities at its own expense, De Jonge remains the owner of these Materials. The Supplier will make it known that these Materials are the property of De Jonge by means of separate storage and/or by means of clearly visible markings. The supplier will always inform De Jonge where the materials are located.
- 25.4 From the date of receipt of the Materials, the Supplier is responsible for the proper care, storage, monitoring and supervision of the Materials. The supplier will provide adequate insurance cover.

Artikel 26 - Equipment

- 26.1 The Equipment required for the Activities is supplied, stored, used, maintained and disposed of by the Supplier at its own expense.
- 26.2 If it has been agreed that De Jonge will make Equipment available to the Supplier, De Jonge will do so in accordance with the planning of the Activities. The Supplier does not owe any compensation to De Jonge for its use, unless otherwise agreed.
- 26.3 The Supplier must use the Equipment made available to it by De Jonge with due care and only for the purposes for which the Equipment has been made available. The supplier keeps clear records with regard to the use of these resources.
- 26.4 The Supplier is responsible for the proper care, storage, monitoring and supervision of the Equipment made available by De Jonge.

Artikel 27 - Field of activity

- 27.1 If the Agreement stipulates that the Activities will be carried out on the Work Site, De Jonge will make the Work Site available to the Supplier in a timely manner. De Jonge will provide Supplier with access to the Work Site during normal working hours of De Jonge. To this end, the Supplier will provide De Jonge with the details of its Employees in a timely manner, but in any event at De Jonge's first request. Anyone who is on the Work Site does so at their own risk.
- 27.2 The Supplier will inform itself in a timely and complete manner of the condition and condition of the Work Site and will take this into account in the offer. After the start of the execution of the Work, any unsuitability of the Work Site will be at the expense and risk of the Supplier.

- 27.3 Employees of the Supplier must be familiar with the regulations applicable on the Work Site and must behave in accordance with the regulations. De Jonge has the right to remove employees of the Supplier who do not comply with the regulations or who endanger the order and safety on the Work Site or to deny access to the Work Site.
- 27.4 The Supplier will install all facilities necessary for the Work on the Work Site and will not remove them from the Work Site without the prior permission of De Jonge.

Artikel 28 - Change of work

- 28.1 De Jonge has the right to order changes to the Work. If, in the opinion of the Supplier, a change affects the price and/or planning, the Supplier will immediately inform De Jonge. The supplier then makes a substantiated proposal to De Jonge with regard to the consequences of the change for the price and planning.
- 28.2 Additional work may only be carried out after a written order to that effect from De Jonge. The Supplier is only entitled to reimbursement of costs and/or an extension of the term if De Jonge has given written instructions or permission to do so in advance. Unless otherwise agreed in writing, the settlement of contract deductions will be determined in mutual consultation between the Parties.
- 28.3 If contract variations affect the price, the contract variations will be calculated on the basis of the rates, unit prices and/or other price elements laid down in the Agreement.
- 28.4 If the Supplier believes that there is a change in the Activities that cannot be attributed to the Supplier and that gives rise to additional or less work, the Supplier will immediately report this to De Jonge and ask De Jonge to issue an order for additional or less work.
- 28.5 In the event of a back-to-back construction, the Supplier accepts that it will only receive an order for additional or less work if De Jonge obtains an order for more or less work from its Client(s) for exactly the same part.
- 28.6 The Supplier may not subcontract the Work in whole or in part to third parties without the prior written consent of De Jonge.

Artikel 29 - Acceptance of the Work

- 29.1 As soon as the Activities have been completed in the opinion of the Supplier, the Supplier will notify De Jonge of this in writing. De Jonge will then inform the Supplier in writing within a reasonable period of time whether, in his opinion, the Work meets the conditions set out in the Agreement and whether it can be accepted.
- 29.2 The Work is only deemed to have been accepted if De Jonge has confirmed the acceptance in writing. Upon acceptance, the Work Site must be delivered clean and undamaged, insofar as the Work has been carried out on the Work Site.
- 29.3 If De Jonge wishes to use the Work or a part thereof before acceptance, De Jonge and the Supplier will discuss the conditions under which this will be done. Early commissioning does not automatically result in acceptance of the Work or any part thereof.
- 29.4 Until the date of acceptance of the Work by De Jonge, the Work remains at the risk of the Supplier.

Artikel 30 - Insurance

- 30.1 The Supplier shall, at its own expense, provide a proper Construction All Risks insurance (hereinafter: "CAR insurance"), which provides cover against damage to and/or loss of the Work, Materials, and existing property of De Jonge and/or Buyers and/or Supplier on the Work Site, taken out with a solid insurance company under usual conditions.
- 30.2 The CAR insurance will list De Jonge and its Customers as co-insured parties and will include a waiver of recourse against De Jonge, its Customer and any other co-insured parties.
- 30.3 The CAR insurance taken out by the Supplier will provide primary cover against the risks mentioned in this article.
- 30.4 The excess of the CAR insurance remains entirely at the expense of the Supplier. The policy conditions will stipulate that, in the event of

damage to the Work or goods of De Jonge or its Client, the insurer will pay the payment directly to De Jonge or that Client.

30.5 The Supplier shall, at its own expense, provide a proper occupational accident insurance for the Employee(s), taken out with a solid insurance company under the usual conditions.

Artikel 31 - Maintenance period

31.1 The maintenance period starts on the day after acceptance of the Work. The maintenance period is the same as the period stipulated in the Agreement. Insofar as the maintenance period is not included in the Agreement, the maintenance period ends 24 months after acceptance of the Work by De Jonge.

31.2 Defects discovered during the maintenance period will be repaired by and at the expense of the Supplier on first request within a reasonable period to be determined by De Jonge.

PART 3: ADDITIONAL CONDITIONS FOR HIRING STAFF

The conditions in this Part 3 apply to the hiring of personnel by De Jonge. Unless expressly provided otherwise in this Part 3, the other provisions of Part 1 and Part 2 of the Terms and Conditions of Purchase shall continue to apply in full.

Artikel 32 - Supplier's obligations towards De Jonge

32.1 The Supplier is obliged to have all permits, certificates and registrations required under the Agreement and on the basis of laws and regulations for the performance of the Agreement.

32.2 The supplier meets the requirements laid down in NEN 4400-1 and/or NEN 4400-2 and is included in the register of the Labour Standards Foundation (SNA).

32.3 The Supplier guarantees (if applicable) to comply with all legal obligations related to the employment of workers with third parties, such as to comply with the obligations under the Employment Conditions for Posted Workers in the European Union Act (WagwEU), including at least:

- a) the obligation to provide information arising from the WagwEU;
- b) the obligation to appoint a contact person;
- c) the obligation to keep records; and
- d) the reporting obligation under Article 8 WagwEU;
- e) the obligation that the terms of employment of Employees who are temporarily seconded to the Netherlands meet the requirements of the WagwEU and applicable collective labour agreements.

32.4 In addition to the provisions elsewhere in the Terms and Conditions of Purchase, the Supplier shall provide:

- a) proof of registration as a lending agency in accordance with the Placement of Workers by Intermediaries Act (WAADI), not older than three months from the time of submission;
- b) a copy of the G account agreement in accordance with the Implementation Regulation on Hirer's, Chain and Client's Liability 2004;
- c) a statement of registration in the register of Registration of Labour Standards of the Labour Standards Foundation (SNA) not older than three months from the date of submission regarding the certification according to the NEN 4400-1 or 4400-2 standard or an auditor's report demonstrating that the requirements set by the SNA are met;
- d) a declaration of registration in the register of Labour Standards of the Labour Standards Foundation (SNA) not older than three months from the date of submission regarding the certification according to the NEN-EN-ISO 9001:2008 and NEN-EN-ISO 14001 certificate;
- e) a copy of a valid VCU/VCA certificate (if required);
- f) a copy of a zero invoice or a blank invoice including the relevant Chamber of Commerce number.

32.5 The Supplier shall ensure that Employees employed by De Jonge:

- a) be equipped with personal protective equipment (PPE) in good condition;

b) have the necessary resources and resources to carry out the work;

c) have the right diplomas and/or certificates;

d) comply with all safety procedures and/or house rules applicable at the Work and/or Work Site.

32.6 The Supplier shall ensure that PPE, tools and equipment to be used by Employees comply with the requirements of the Working Conditions Act, are provided with valid approvals/certification, are in good condition, are properly maintained and are adequately insured.

32.7 The Supplier will not replace an Employee without the prior written consent of De Jonge.

Artikel 33 - Obligations of Employees

33.1 The Supplier guarantees that Employees:

- a) be able to identify themselves at any time on the basis of a valid legally recognised proof of identity;
- b) are suitable and willing to perform the agreed work;
- c) not using alcohol and/or drugs before and during work;
- d) (if necessary) have a valid driving licence at all times;
- e) comply with the applicable collective labor agreement obligations at all times;
- f) always report to De Jonge's representative at the agreed time and place;
- g) fully adhere to the working hours set by De Jonge;
- h) have a sufficient command of the language of instruction (Dutch, unless otherwise specified in writing);
- i) have all the skills necessary for the competent, safe and efficient performance of the agreed work;
- j) have all the necessary diplomas and certificates;
- k) are aware of applicable regulations and instructions at De Jonge with regard to the work to be performed and follow them in full;
- l) upon termination of the work for De Jonge, immediately hand in all resources made available by De Jonge and in good condition to her.

33.2 The Supplier guarantees that the Employee is suitable in terms of level of education, expertise and experience to properly perform the work described in the Agreement.

33.3 The supplier is responsible for checking references on time and checking the authenticity and validity of diplomas, certificates, proof of identity, residence permit and other required documents.

33.4 De Jonge reserves the right to test Employees for the presumed suitability.

33.5 The Employee must be suitable for the work to be performed in terms of physical and/or mental condition. The work to be carried out may not be negatively influenced by the use of medicines and/or not be influenced by alcohol and drugs and other stimulants.

33.6 Except for leave, illness, public holidays or emergencies, employees are deployed in accordance with De Jonge's usual working hours. Break does not count as working time.

33.7 Attendance of Employees is registered by means of the usual attendance and absence registration at De Jonge.

33.8 If an Employee is unable to perform the agreed work due to illness or otherwise, the Supplier will ensure that this is reported to De Jonge immediately. De Jonge does not owe any compensation if an Employee is unable to perform the agreed work as a result of illness or inability to attend.

Artikel 34 - Termination and termination of Employee deployment

34.1 De Jonge can terminate an order for the Supplier to make Employees available at any time prematurely. The following notice periods apply:

- a) temporary agency workers are terminated with immediate effect;
- b) for secondment workers with a deployment of up to two months, a period of five working days applies;
- c) for secondment workers with a deployment of two months or more, a period of ten working days applies;

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- d) In the event of force majeure, termination applies with immediate effect.
- 34.2 If an Employee does not meet the requirements set by De Jonge in terms of conduct or quality of De Jonge, De Jonge is entitled to terminate the relevant assignment with immediate effect. In such a case, De Jonge will not owe any compensation for the Employee's efforts.
- 34.3 If an Employee does not comply with or no longer meets the quality requirements set herein, or with instructions with regard to safety, or if there are any comments on his behavior, the Employee will be held accountable. The outcome of this conversation will be confirmed in writing to both Supplier and the Employee.

Artikel 35 - Liability and indemnification

- 35.1 Without prejudice to the other provisions of these Terms and Conditions of Purchase, Supplier will fully and unconditionally indemnify De Jonge against:
 - a) claims by third parties for compensation for damage suffered in connection with a failure by Supplier to comply with its obligations or an unlawful act by Supplier and/or an Employee;
 - b) all claims of Employees;
 - c) possibly, fines and/or punitive measures imposed on De Jonge and/or third parties in connection with the Supplier's failure to comply with laws and regulations;
 - d) damage caused by Supplier or Employees to third parties and/or property of third parties.
- 35.2 Any liability on the part of De Jonge for damage suffered by the Employee in the performance of his work under the direction and supervision of De Jonge is excluded, unless the damage is the result of intent and/or gross negligence on the part of De Jonge. The Supplier indemnifies De Jonge against all damage suffered by the Employee in the performance of the work.