

GENERAL TERMS AND CONDITIONS OF SALE of J. De Jonge Group B.V., with its registered office in (3134 KG) Vlaardingen, at Koningin Wilhelminahaven ZZ 18, and the companies associated 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 sale, the following terms have the following meanings:
- 1.2 "*Client*": the (potential) client, client or other counterparty with whom De Jonge negotiates and/or concludes an Agreement about the conclusion of an Agreement;
- 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 "*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;
- 1.6 "*Materials*" means all materials, parts, apparatus, machines and other parts that are or are intended to be part of the Work;
- 1.7 "*Agreement*": the agreement between De Jonge and the Client;
- 1.8 "*Products*" means the products to be delivered on the basis of the Agreement;
- 1.9 "*In writing*" means in a letter, contract or by e-mail;
- 1.10 "*Terms and Conditions of Sale*": these General Terms and Conditions of Sale of De Jonge;
- 1.11 "*Work*": the work to be carried out and/or the deliveries to be carried out within the framework of the Agreement;
- 1.12 "*Activities*": all activities that must be performed by De Jonge in the context of the Agreement; and
- 1.13 "*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 Sale apply to all offers and quotations from and Agreements with De Jonge.
- 2.2 The applicability of general terms and conditions used by the Client is hereby expressly rejected.
- 2.3 If any provision of these Terms of Sale 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 terms and conditions of **part 2** of these Terms and Conditions of Sale apply, in addition to the other provisions, in the specific case of *contracting Work* by De Jonge.
- 2.5 The terms and conditions of **part 3** of these Terms and Conditions of Sale apply, in addition to the other provisions, in the specific case of *loan of personnel* by De Jonge.

Artikel 3 - Offers

- 3.1 Offers, quotations and other communications from De Jonge are without obligation, unless otherwise stated in writing by De Jonge.
- 3.2 If and insofar as offers are based on data, drawings, calculations, documents, materials and other information provided by the Customer, the Customer guarantees the completeness and correctness thereof. Costs and damage caused by inaccuracies and/or omissions in and/or changes to these documents are for the account of the Client.

The Client shall ensure that the requirements that De Jonge's services must meet are correct and complete.

- 3.3 The content of brochures, printed matter, websites, images, drawings, etc. is not binding on De Jonge, unless expressly stated otherwise in the Agreement.

Artikel 4 - Similarities

- 4.1 Agreements are only concluded after a contract has been signed by both parties, or after a purchase order from the Client has been signed by De Jonge. De Jonge is not bound by an Agreement entered into on its behalf by a person who was not authorised to represent her.
- 4.2 An acceptance by the Client that deviates from De Jonge's offer, whether or not on minor points, will always be deemed to be a rejection of De Jonge's offer and a new offer by the Client. An Agreement in accordance with that new offer is only concluded after written acceptance by De Jonge.
- 4.3 If and to the extent that these Terms of Sale conflict with the terms of the Agreement, the provisions of the Agreement shall prevail.
- 4.4 If these Terms and Conditions of Sale have been translated into a language other than Dutch, the Dutch text is decisive.

Artikel 5 - Prices and payment

- 5.1 All cost estimates and budgets provided by De Jonge are indicative, unless expressly determined otherwise by De Jonge.
- 5.2 The prices as determined in the Agreement are based on the costs of Materials and wages as they apply on the date of conclusion of the Agreement. If the period between that date and the date of delivery or completion exceeds six months, and wages, Material prices and the like have increased during that period, agreed prices and rates may be increased accordingly.
- 5.3 All prices and payments payable under the Agreement are exclusive of VAT (sales tax) and other taxes and levies.
- 5.4 All prices and payments are stated in Euros and will be paid by the Client in that currency, unless otherwise agreed.
- 5.5 The Client shall pay invoices from De Jonge without withholding, suspension or set-off within thirty (30) days of the invoice date, unless otherwise agreed in writing.
- 5.6 Complaints about invoices must be reported to De Jonge in writing within ten (10) days of the invoice date, failing which the right to dispute the invoice lapses and the invoice is deemed to have been fully approved.
- 5.7 The Client will provide security for its payment obligations at De Jonge's first request. If the Client refuses to provide the desired security, De Jonge may suspend the performance of the Agreement or dissolve the Agreement, without prejudice to De Jonge's right to claim damages.
- 5.8 If the Client does not pay an invoice on time, the Client is immediately in default without notice of default being required. De Jonge can then charge the Client the statutory commercial interest as referred to in Article 6:119a of the Dutch Civil Code on the outstanding amount or, whichever is higher, an interest rate of 10% per annum.
- 5.9 If the Client still does not pay after a reminder, the Client is also obliged to reimburse all costs incurred by De Jonge in connection with judicial or extrajudicial collection measures.
- 5.10 If the Client is declared bankrupt, suspension of payments request, otherwise ceases to have free disposal of its assets, goes into liquidation or is dissolved, or if the Client's property or claims are seized, all amounts due under the Agreement are immediately due and payable.
- 5.11 De Jonge may suspend its obligations under the Agreement if the Client does not fulfil its payment obligations (or fails to do so in a timely manner). This also applies if the parties have agreed on a fixed delivery date or delivery period. In that case, the Client's claim for any compensation and/or penalties owed by De Jonge in connection with delay will lapse and any bank guarantees provided by De Jonge will not be extended.

Artikel 6 - Delivery

- 6.1 Delivery will take place in accordance with the ICC Incoterms rule *Ex Works* at the location indicated by De Jonge, unless otherwise agreed in writing.
- 6.2 In all cases, the risk of loss, destruction and/or damage to the Products, Materials or the Work passes to the Client at the time the Products, Materials or the Work are made available at the location specified by De Jonge.
- 6.3 The delivery dates and periods are approximate, non-fatal and do not commence until (i) the parties have agreed on all technical details related to the activities and (ii) all consents, permits and licenses required for the performance of the activities have been obtained and (iii) all data and materials required for the performance of the activities are in the possession of De Jonge.
- 6.4 If De Jonge expects a delivery date or period to be exceeded, it will notify the Client as soon as possible, stating a new delivery date or period.
- 6.5 Exceeding delivery dates and deadlines does not entitle the Client to dissolution and/or compensation, unless otherwise agreed in writing.
- 6.6 If the Work, Materials and/or Products are not accepted by the Client on the agreed delivery date and/or the materials cannot be installed, the Work, Materials and/or Products will be kept available to the Client and stored at its expense and risk. The costs for storage and any necessary transport and packaging of Works, Materials and/or Products will be charged to the Client. Goods will not be released to the Customer until these charges have been paid.
- 6.7 De Jonge will store the goods referred to in Article 6.6 for a maximum of 30 calendar days, unless otherwise agreed in writing. After this period, De Jonge is entitled to dissolve the Agreement and to sell or remove and destroy the stored goods at its own discretion.

Artikel 7 - Packaging

- 7.1 Required packaging will be charged to the Client at cost price. De Jonge does not take back packaging. The extent to which the use of packaging is required is solely at the discretion of De Jonge.

Artikel 8 - Retention of title

- 8.1 De Jonge reserves ownership of all goods delivered by it to the Client until all that the Client owes to De Jonge has been paid.
- 8.2 The Client will keep the goods delivered subject to retention of title carefully and as always recognisable (marked) property of De Jonge. The Client shall insure the items against all usual risks for the duration of the reserved ownership. The Client hereby irrevocably authorises De Jonge to (silently) pledge all its claims against the insurers under the said insurances to itself on behalf of the Client within the meaning of Article 3:239 of the Dutch Civil Code, as additional security for De Jonge's claims against the Client.
- 8.3 If the Client fails to fulfil its payment obligations towards De Jonge or De Jonge has good reason to fear that it will fail in its obligations, De Jonge may at any time take back the goods delivered subject to retention of title. The Client hereby grants an irrevocable power of attorney to De Jonge to take access to the location where the Products, Materials or Work are stored. After repossession, the Customer will be credited for the market value (based on purchase price) which can never be higher than the original purchase price, less the costs of repossession. The Client shall continue to owe the costs of repossession if they cannot be settled.

Artikel 9 - Intellectual Property Rights

- 9.1 De Jonge and/or its licensors are the owner of all Intellectual Property Rights in respect of Products, Materials and/or the Work, unless otherwise agreed in writing. The Customer will only be granted rights of use granted to him in the Agreement or by law.

- 9.2 The Client may not damage, modify or remove any confidentiality or Intellectual Property Rights notices of designs, sketches, analyses, images, drawings, models, software, offers, materials and products.
- 9.3 The Client may copy, show or otherwise use designs, sketches, analyses, images, drawings, models, software and offers produced and/or published by De Jonge without the written permission of De Jonge, regardless of whether the Client has paid for them. The Client shall return or destroy such designs, sketches, analyses, images, drawings, models, software and offers to De Jonge at the latter's request.
- 9.4 If it has been finally established by a court that the De Jonge manufactures and/or delivers Products and Materials infringe an intellectual property right of third parties or if De Jonge believes that there is a reasonable chance that such infringement will occur, De Jonge will, if possible, ensure that the Client can continue to use the Products and Materials supplied or functionally comparable Products and Materials.
- 9.5 The Client guarantees that third parties cannot prevent the Client from providing De Jonge data and Materials for the purpose of use, handling, installation or incorporation. The Client indemnifies De Jonge against any claim by third parties based on the allegation that such availability, use, handling, installation or incorporation infringes the rights of that third party.

Artikel 10 - Advice, designs and materials

- 10.1 Information and advice given by De Jonge to the Client are of a general nature and free of obligations.
- 10.2 De Jonge is not responsible for any design developed by or on behalf of the Client, nor for any advice given about that design.
- 10.3 The Client is responsible for the functional suitability of materials prescribed by the Client. Functional suitability means the suitability of the materials or component for the purpose for which the Client's design is intended.
- 10.4 Changes in the manufacture/construction of a Product or Work resulting from changes to a design at the request of the Client are not the responsibility of De Jonge, but of the Client.
- 10.5 In the case of designs that are not made by or on behalf of De Jonge, De Jonge is only responsible for the functional suitability of the materials used by De Jonge, insofar as these materials are not prescribed by the Client.
- 10.6 De Jonge is not responsible for components, building materials, aids and/or materials, including semi-finished products, that have been made available by the Client or prescribed by the Client.

Artikel 11 - Unenforceability of the Agreement, force majeure

- 11.1 If, after the Agreement has been concluded, it appears that De Jonge is unable to comply with the Agreement or is unable to do so on time as a result of circumstances that were not known to De Jonge at the time the Agreement was concluded, the parties will consult closely with the parties to change the content of the Agreement in such a way that execution is still possible, regardless of whether this leads to higher costs for the Client.
- 11.2 De Jonge is not obliged to comply with an Agreement if compliance is prevented by obstacles arising from national or international trade or customs regulations, or from embargoes or other sanctions.
- 11.3 De Jonge may suspend the fulfilment of its obligations and is not in default if it is temporarily prevented from fulfilling its obligations due to a force majeure situation. Force majeure also includes force majeure on the part of De Jonge's suppliers, contractors and subcontractors, non-compliance with obligations by suppliers prescribed to De Jonge by the Client, defective goods, equipment, parts or materials of third parties the use of which has been prescribed to De Jonge by the Client, government measures, market developments, incorrect or incomplete information from third parties used by De Jonge during the performance of the activities, power cuts, internet failures, computer network outages or outages of telecommunications facilities, war, staffing, strikes, pandemic,

general transport problems, including import and export bans and the unavailability of one or more De Jonge employees. If the Activities cannot be performed within the agreed period due to force majeure, De Jonge is entitled to a reasonable extension of the term.

- 11.4 If the force majeure situation continues for more than six months, each party has the right to terminate the Agreement in writing. In that case, everything that has already been performed under the Agreement will be charged by De Jonge with a surcharge of 10% of the price for the Work performed or of the costs incurred due to force majeure, without the parties owing each other anything (further) (after the Client has paid the outstanding costs and the aforementioned surcharge to De Jonge).

Artikel 12 - Obligations of the Customer

- 12.1 Unless expressly agreed otherwise, the Client shall ensure that De Jonge has timely access to:
- the public and private law permits, exemptions and approvals required for the creation of the Work;
 - the Work Area;
 - the necessary drawings, calculations and other data;
 - the benefits provided by the Client on the basis of the Agreement;
- 12.2 The Client is responsible for the constructions and methods prescribed by or on behalf of him, the drawings, calculations and other data provided by or on behalf of him and of the building materials and aids made available by or on behalf of him.
- 12.3 If the Activities are carried out at a location of the Client, the Client shall ensure:
- for sufficient opportunity for the supply, storage and/or removal of building materials and resources;
 - for sufficient connection options for electrical machines, lighting, heating, gas, compressed air and water;
 - for the provision of gas, water, fuels and electricity, at the expense of the Client;
 - ensure that De Jonge can carry out the Work within the agreed time frame and during normal working hours;
 - for suitable, good accommodation and hygienic sanitary facilities for De Jonge's staff in the vicinity of the Work Site;
 - for a safe working environment and for taking all necessary measures to ensure the safety of De Jonge's staff and his assistants;
 - ensure that the Job Site complies with all applicable laws and regulations, including but not limited to working conditions and safety regulations;
- 12.4 If the Client does not fulfil the obligations referred to in Article 12 of these Terms and Conditions of Sale, or does not do so on time or in full, De Jonge has the right to suspend its obligations or to terminate the Activities in an unfinished state, without prejudice to De Jonge's right to compensation for damages, costs and interest.

Artikel 13 - Cost-increasing circumstances and changes

- 13.1 Cost-increasing circumstances are circumstances that De Jonge did not have to take into account when it was created and that increase the costs of the Work and/or the Activities.
- 13.2 Cost-increasing circumstances entitle De Jonge to reimbursement of all resulting costs.
- 13.3 All changes, instructions and circumstances that lead to changes to the Activities and/or the Work will be settled as additional work.
- 13.4 Additional work will be charged to the Client on the basis of the rates, surcharges, taxes and levies applicable at the time of performance of the additional work. Contract deductions are settled on the basis of the rates, surcharges, taxes and levies as they applied at the time the Agreement was concluded.
- 13.5 If De Jonge is unable to perform and/or complete the Work within the agreed period due to changes and circumstances as referred to in this Article 13, De Jonge is entitled to a reasonable extension of that period.

Artikel 14 - Completion

- 14.1 The Work and/or Activities are considered to have been completed:
- if De Jonge has informed the Client (in writing or orally) that the Activities and/or the Work have been completed; or
 - if the Work and/or Product is put into use, on the understanding that by putting part of the Work and/or Product into use, only that part of the Work and/or Product is considered to be completed.
- 14.2 If the Client does not inform De Jonge in writing immediately after De Jonge's notification as referred to in Article 14.1(a) of these Terms and Conditions of Sale that the Work and/or Product has not been approved, stating the reasons for the withholding of approval, it will be deemed to have been approved.
- 14.3 Minor defects that do not prevent the Work and/or Product from being put into use and can be repaired within a reasonable period of time do not stand in the way of the completion of the Work and/or Product.
- 14.4 The absence of a part of the Work and/or Product may be the result of circumstances that cannot be attributed to De Jonge. In that case, De Jonge will inform the Client of the consequences of this for the agreed payment and guarantee.
- 14.5 After the day on which the Work and/or Product is deemed to be completed, the Work and/or Product is at the risk of the Customer.

Artikel 15 - Warranty

- 15.1 Unless otherwise agreed, De Jonge guarantees the correct execution of the Activities and the soundness of the Work and/or Product for a period of twelve months after completion (*the warranty period*), insofar as De Jonge was free to choose the construction and working method and the selection of Materials. The warranty period for processing by De Jonge of the Client's items or materials is six months from the date of completion.
- 15.2 Defects that arise during the warranty period will be reported to De Jonge in writing within 24 hours of discovery by the Client. If the Client does not report the defect within this period, or does not enable De Jonge to inspect and repair the defect, the warranty and the right to repair as referred to in Article 15.4 of these Terms and Conditions of Sale will lapse.
- 15.3 The notification referred to in art. 15.2 of these Terms and Conditions of Sale shall contain at least a detailed description and photographs of the defect, as well as a reference to (the number of) the relevant Agreement.
- 15.4 De Jonge will remedy a defect within a reasonable period of time after notification by:
- to re-deliver the defective Product, Work or part thereof;
 - repair or restore the defective Product, Work or part thereof;
 - to re-perform or repair the defective Activities; or
 - to pay compensation to the Customer if the cost of replacement or repair is disproportionate to the Customer's interest in doing so.
- The method of repair is always at the sole discretion of De Jonge, whereby De Jonge reserves the right to have repair work carried out by a Group company.
- 15.5 (Parts of) Works or Products to be replaced or repaired by De Jonge will be sent to De Jonge by the Client at the Client's expense and returned to him at the Client's expense after repair or replacement by De Jonge. Parts, Works or Products to be replaced become the property of De Jonge.
- 15.6 All costs associated with the dismantling of defective (parts of) Works and Products and assembly of repaired and/or replacement (parts of) Works and Products are at the expense of the Customer.
- 15.7 If repairs cannot be carried out in De Jonge's workshop, all costs for transport, travel and accommodation, waiting time, daily allowance, and the use of tools and equipment will be borne by the Client. These costs are calculated on the basis of the rates that De Jonge applies for maintenance and repairs at the time of repair.

- 15.8 If the cause of a defect is not immediately apparent, all costs for investigation and inspection will be borne by the Customer.
- 15.9 Products and Materials manufactured by third parties are subject to the warranty conditions of that third party, on the understanding that in the event of a warranty complaint, De Jonge is never obliged to pay more than is stipulated in Article 15 of these Terms and Conditions of Sale.
- 15.10 An additional warranty period of six months applies to repaired or replaced (parts of) Works and Products in respect of which the warranty period has expired, calculated from the date of repair or replacement of the relevant (parts of) Works and Products.
- 15.11 The guarantee referred to in this art. 15 does not relate to:
- faults and/or defects caused by normal wear and tear, improper handling, improper maintenance, or improper use;
 - errors that manifest themselves after changes or repairs that the Client has carried out itself or had carried out by third parties;
 - errors resulting from external causes, including, for example, but not limited to natural phenomena, short circuits, water damage, damage, etc.;
 - errors or defects that arise after the end of the warranty period.
- 15.12 The guarantee as referred to in this Article 15 only applies if and insofar as the Client has fulfilled all its obligations towards De Jonge, or has provided sufficient security for the fulfilment thereof.
- 15.13 The Client bears the burden of proof that Works, Product or Materials have been installed, used and maintained in accordance with De Jonge's Installation, Operation and Maintenance Manual, as well as the absence of external causes.
- 15.14 Rectification of a defect as described in Article 15.4 of these Terms and Conditions of Sale is the Client's only right in the event of defects in Works, Products, Materials and/or Activities delivered by De Jonge. After the warranty period has expired, De Jonge is no longer liable for defects.

Artikel 16 - Confidentiality and personal data

- 16.1 The Client shall keep all confidential information provided under the Agreement confidential and shall only use it to the extent necessary for the fulfilment of its obligations under the Agreement. The Client guarantees that its personnel and third parties engaged by it also observe this duty of confidentiality.
- 16.2 Without the prior written consent of De Jonge, the Client will not publish or disclose confidential information to third parties, unless and to the extent that the Client can demonstrate that: (a) the information was or has become publicly known, without breach of confidentiality obligations; (b) the Client was aware of it, other than through a breach of any obligation of confidentiality; or (c) that information is required to be published by law, regulation or by virtue of a court order or binding decision of a public authority.
- 16.3 The Client's data will be included in De Jonge's files. This data will only be used for the execution of the Agreement.
- 16.4 Insofar as personal data is processed in the context of the performance of the Activities, these personal data will be processed in a proper and careful manner in accordance with the General Data Protection Regulation.
- 16.5 The Client can always inspect his data that is included in De Jonge's files and request changes thereto.
- 16.6 The Client indemnifies De Jonge against any claim and claim from third parties, by whatever name and for whatever reason, including but not limited to claims for the payment of damages, costs and fines, in connection with the processing and/or storage and/or use of personal data in the context of the performance of the Agreement.

Artikel 17 - Liability

- 17.1 De Jonge's total liability for damage, of whatever nature, arising from or in connection with the Agreement is at all times limited to the amount paid out by De Jonge's insurer in the case in question. If, for whatever reason, no payment is made by the insurer, De Jonge's liability is limited to the lower of (i) the amount paid by the Client to

De Jonge in respect of the Agreement, (ii) 5% of the price for the Delivery, or (iii) EUR 250,000.--.

- 17.2 Contrary to Article 17.1 of these Terms and Conditions of Sale, De Jonge's liability in the event of product liability is limited to the maximum permitted by law. In the case of engineering activities, De Jonge's liability for damages is limited to an amount equal to 5% of the amount paid by the Client for the engineering activities.
- 17.3 Liability of De Jonge for indirect and consequential damage, including loss of profit, lost savings, missed opportunities, reduced goodwill, damage caused by business interruption and damage caused by the use of Works and Products in violation of the instructions provided by De Jonge and the warranty conditions of De Jonge, is excluded.
- 17.4 Unless performance by De Jonge is permanently impossible, De Jonge can only be liable if the Client has first given De Jonge written notice of default and has given a reasonable period to comply. The notice of default will contain a description and photos of the damage that is as accurate and detailed as possible. Any right to compensation against De Jonge lapses after the lapse of 24 months after the damage occurred.
- 17.5 The exclusions and limitations of De Jonge's liability set forth in the preceding paragraphs of this section shall not affect the other exclusions and limitations of De Jonge's liability under these Terms of Sale.
- 17.6 The provisions of this art. 17, as well as all other limitations and exclusions of liability set out in these Terms and Conditions of Sale, also apply (i) for the benefit of all auxiliary persons and third parties engaged by De Jonge for the execution of the Agreement and also (ii) if products or materials made available by the Client are damaged for any reason whatsoever, destroyed or lost.
- 17.7 The Client is liable for all damage caused by loss, theft, fire or damage to De Jonge's property, tools and materials insofar as they are located on the Client's premises and the damage is not the result of a shortcoming by De Jonge.
- 17.8 The Client indemnifies De Jonge against all claims by third parties for compensation for damage resulting from the use of drawings, samples, models or model plates or other items and data provided to De Jonge by the Client.

Artikel 18 - Term and termination

- 18.1 Agreements are entered into for the duration specified in the Agreement.
- 18.2 De Jonge has the right to dissolve the Agreement in whole or in part without judicial intervention if the Client applies for or is granted a (provisional) suspension of payments, if the Client's bankruptcy is applied for or pronounced, if the assignment cannot reasonably be completed or can no longer be completed, or if the Client is negligent in providing information that De Jonge requires from the Client or needs for the performance of the Agreement.
- 18.3 In the event of dissolution of the Agreement, the Client will return all (copies of) documents and materials provided by De Jonge, with the exception of the Works, Products and Materials already delivered and paid for, to De Jonge within two weeks of dissolution. If the return of these items is in fact impossible, the Client shall destroy these documents and materials at De Jonge's first request and provide proof thereof to De Jonge.
- 18.4 The Client waives the right to dissolve or annul the Agreement. The Client may also not terminate the Agreement (prematurely), unless De Jonge agrees to this in writing. De Jonge can attach conditions to that consent.

Artikel 19 - Applicable law and disputes

- 19.1 All Agreements and legal relationships between De Jonge and the Client are governed by Dutch law, to the exclusion of the Vienna Sales Convention.
- 19.2 If the choice of law referred to in art. 19.1 of these Terms and Conditions of Sale is invalid, voidable, illegal or otherwise

unenforceable in the country of residence of De Jonge's 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.

- 19.3 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 attend mediation and to participate in at least one joint session before initiating proceedings as referred to in Article 19.4 of these Terms and Conditions of Sale. The costs of the mediation are divided equally between the parties.
- 19.4 If the mediation does not lead to a (partial) 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 Client is established.

Part 2: additional conditions for contracting Work

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 Sale remain fully applicable.

Artikel 20 - Implementation and engagement of third parties

- 20.1 De Jonge may engage third parties for the performance of (parts of) the Work without the Client's prior consent.
- 20.2 The Client shall grant De Jonge and its agents access to the Work Site to the extent necessary for the performance of the Agreement.

Artikel 21 - Construction site facilities and assistance obligations Customer

- 21.1 The Client shall ensure the timely and free availability of all construction site facilities, including but not limited to: electricity, water, heating, sanitary facilities, lockable storage space, safe access roads and facilities for vertical and horizontal means of transport.
- 21.2 The Client is responsible for taking all measures reasonably necessary for the undisturbed and safe performance of the Work.
- 21.3 The Client is responsible for coordinating any third-party work that may affect the Work and/or the Work.
- 21.4 De Jonge is entitled to reimbursement of costs and/or an extension of the term if the Activities and/or the Work are disrupted or delayed by circumstances that are not attributable to De Jonge.

Artikel 22 - Permits and safety measures

- 22.1 The Client is responsible for obtaining all permits, permissions, and notifications required for the Work in a timely manner.
- 22.2 The Client shall inform De Jonge in a timely manner of the safety and conduct regulations applicable to the Work Site and shall ensure that these are complied with.
- 22.3 De Jonge may suspend the execution of the Work if the obligations referred to in Article 22 of these Terms and Conditions of Sale have not been met, without prejudice to De Jonge's right to compensation for costs and damage and to an extension of the term, including the costs of De Jonge's relevant project team.

Artikel 23 - Interim delivery

- 23.1 If the Work consists of several parts or phases, De Jonge may require interim completion. The provisions regarding completion and warranty apply mutatis mutandis to an interim delivery.

Artikel 24 - Right of retention

- 24.1 De Jonge may exercise a right of retention on the Work and/or the items associated with the Work until the Client has fulfilled all its payment obligations. To this end, the Client will continue to provide De Jonge with access to the Work until full payment has been made.

Artikel 25 - Delivery and risk transfer

- 25.1 The Work is deemed to have been delivered: (a) at the time that De Jonge has notified the Client in writing or orally that the Work has been completed and the Client does not inspect the Work within a period of four (4) weeks and accepts it with or without reservation or refuses to accept it with indication of defects, or (b) at the time that the Work or any part thereof is put into use by the Client.
- 25.2 After delivery, the Work is at the risk of the Client and De Jonge is - contrary to Article 7:758 paragraph 4 of the Dutch Civil Code - no longer liable for shortcomings in the Work, unless there is a defect to which Article 15 of these Terms and Conditions of Sale applies.

Part 3: Additional conditions for the provision of staff

The conditions in this section shall apply in the event that De Jonge personnel are made available to the Client in the context of the Activities. Unless expressly provided otherwise in this Section 3, the other provisions of the Terms and Conditions of Sale shall remain fully applicable.

Artikel 26 - Execution of activities

- 26.1 If De Jonge's personnel are made available to the Client in the context of the Agreement, the Client shall ensure that adequate spaces, equipment and safety measures, as well as adequate instructions, are provided so that De Jonge's personnel can carry out the work safely and without risk to health and/or injury. In this context, the Customer shall at least ensure that:
- De Jonge's staff receive written instructions about the Client's safety regulations before the start of the work;
 - the safety and precautionary measures prescribed by De Jonge have been observed before the start of the work;
 - good hygienic sanitary facilities and other facilities and resources prescribed under the Working Conditions Act and other applicable legislation are available to De Jonge's staff;
 - lockable and dry storage units for personal belongings are available free of charge to De Jonge's staff; and
 - The temperature in the room where the work is carried out can be regulated to obtain a pleasant working temperature.

Artikel 27 - Hiring staff

- 27.1 The Client who intends to enter into an employment relationship with a member of staff made available by De Jonge must inform De Jonge of this in writing in good time before he implements this intention.
- 27.2 The Client will not enter into an employment relationship with personnel made available by De Jonge if the posting has not yet been validly terminated.
- 27.3 If the Client enters into an employment relationship with a staff member made available by De Jonge on the basis of an assignment for an indefinite period before that employee has worked 1040 hours on the basis of that assignment, the Client will owe De Jonge a fee that will be calculated as follows:
- 25% liked it from
 - 1040 hours minus the hours already worked by that staff member on the basis of the assignment
 - at the hourly rate agreed for the assignment.
- 27.4 If the Client enters into an employment relationship with a staff member made available by De Jonge on the basis of a fixed-term assignment, the Client will owe a fee calculated as follows:
- 25% liked it from
 - the agreed or customary hours and overtime, for the remaining duration of the assignment or - in the case of an assignment that

J de Jonge Group B.V.

Kon. Wilhelminahaven ZZ 18 +31 (0) 10 248 58 00
3134 KG Vlaardingen www.jdejonge.com
The Netherlands info@jdejonge.com



can be terminated prematurely - for the notice period not observed

- at the latest applicable rate
- with a minimum of the compensation referred to in art. 27.3.

27.5 If the Client enters into an employment relationship with the staff member within a period of 6 months after the end of the latter's posting, he shall also owe the remuneration referred to in art. 27.3. This applies both in the event that the Client has approached the staff member directly or through third parties and if the staff member has applied to the Client directly or through third parties.

Artikel 28 - Damage

- 28.1 The Client will immediately notify De Jonge in writing if: (a) De Jonge's personnel cause damage to a third party through their own errors, or (b) De Jonge's personnel have suffered damage during the performance of the activities.
- 28.2 In the event of damage caused by De Jonge's staff, or damage suffered by De Jonge's staff, the Client will take immediate measures to limit the damage and prevent future damage.
- 28.3 If the Client directs/supervises the personnel available by De Jonge, the Client is responsible for the work and/or the service provided by the personnel and De Jonge is not responsible or liable for any damage of any kind.
- 28.4 The Client shall indemnify De Jonge against all damage as referred to in Article 28 of these Terms and Conditions of Sale.