GENERAL TERMS AND CONDITIONS OF PURCHASE AND (SUB)CONTRACTING
2020 General terms and conditions of purchase and (sub)contracting of Van Berge Henegouwen Installaties B.V. in Amsterdam, May 1, 2020

GENERAL

Article 1: Scope of application

1. VBH's General Terms and Conditions of Purchase (hereinafter: 'General Terms and Conditions') are part of any offer or acceptance sent by the Contractor. The Contractor is not entitled to deviate from these General Terms and Conditions in any manner whatsoever. A statement to the contrary is intended to be and shall be regarded as an offer that has been deviated from without any consideration. The General Terms and Conditions are not applicable to the extent that the Contractor has made written explicit objections to the application of these General Terms and Conditions. The Contractor's conditions or conditions that are added must be in writing and accepted by VBH in writing.

2. If the Contractor does not comply with the present agreement, the Contractor is in default and an additional period of 15 days will be granted within which the Contractor is to comply with the agreement or terminate the agreement. If the Contractor fails to comply with the agreement or terminate the agreement, VBH shall immediately terminate the agreement and retain all goods and work for VBH.

3. VBH is entitled to terminate the agreement at any time, either unilaterally or unilaterally, at its own discretion. In the event of the termination of the agreement, VBH shall immediately inform the Contractor of the reason for the termination of the agreement, whereafter all rights of VBH shall be immediately exercised.

Article 2: Payment

1. If an advance payment has been made or payment is made in instalments, VBH has the right to require the Contractor to perform the work in full and to pay for the work in full at the time of delivery or upon delivery. VBH has the right to terminate the agreement if the Contractor has not performed the work in full or has not paid for the work in full. VBH has the right to terminate the agreement if the Contractor has not performed the work in full or has not paid for the work in full.

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Article 3: Defects and repairs

1. If the Contractor does not comply with the agreement, VBH is entitled to terminate the agreement. If the agreement is not terminated, VBH is entitled to require the Contractor to perform the work in full or to perform the work in full at the Contractor's expense in the event that the Contractor has not performed the work in full or has not paid for the work in full. VBH is entitled to require the Contractor to perform the work in full or to perform the work in full at the Contractor's expense in the event that the Contractor has not performed the work in full or has not paid for the work in full.

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Article 4: Insurance

1. The Contractor is obliged to take out insurance covering all risks that may arise from the performance of the work. The Contractor is obliged to take out insurance covering all risks that may arise from the performance of the work. The Contractor is obliged to take out insurance covering all risks that may arise from the performance of the work. The Contractor is obliged to take out insurance covering all risks that may arise from the performance of the work. The Contractor is obliged to take out insurance covering all risks that may arise from the performance of the work. The Contractor is obliged to take out insurance covering all risks that may arise from the performance of the work. The Contractor is obliged to take out insurance covering all risks that may arise from the performance of the work. The Contractor is obliged to take out insurance covering all risks that may arise from the performance of the work. The Contractor is obliged to take out insurance covering all risks that may arise from the performance of the work. The Contractor is obliged to take out insurance covering all risks that may arise from the performance of the work. The Contractor is obliged to take out insurance covering all risks that may arise from the performance of the work. The Contractor is obliged to take out insurance covering all risks that may arise from the performance of the work. The Contractor is obliged to take out insurance covering all risks that may arise from the performance of the work.
Article 22: Transfer and pledging of claims
1. The Contractor cannot transfer or pledge claims arising under the agreement with VBH.

This provision has effect under property law.

Article 24: Applicable law and competent court.
1. Both parties agree.
2. The Vienna Sales Convention (CISG) does not apply, nor does any other international regulation that may not be included.
3. The Dutch civil code jurisdiction in VBH's place of business is to be taken in accordance with this governing jurisdiction and is only subject to the statutory rules governing jurisdiction instead.

Article 25: Force Majeure
1. Neither Party shall be liable to the other for failure in fulfilling its obligations as a result of circumstances beyond reasonable control, including but not limited to fires, explosion, accidents, strikes, lock-out, drought, embargo, acts of war (whether declared or not), acts of God, epidemics, pandemics, natural disasters or acts of the public authority, action of any governmental authority, such as changes in any law or regulation, general shortage of material or transportation, or the delay or non-performance of a sub-contractor due to the above reasons (each an event of Force Majeure). In the event of a Force Majeure occurrence, the Party shall be entitled to suspend its performance of an Agreement in accordance with this clause. Both parties shall settle within a delay with a view to opening a mutually acceptable course of action to minimize any effects of such occurrence and to discuss any changes, such as the solution, to the Agreement.

2. The COVID-19 outbreak may have an adverse impact on VBH's supply chain, logistics, and project execution plans. While the precise consequences remain uncertain, the anticipated and any restrictions or restrictions related thereto may effectively affect VBH's supply chain and staff utilization. Therefore, VBH's ability to perform some or all of its obligations may be suspended or postponed, or the ability to provide (technical) personal or repair services. In the event of such circumstances, VBH will provide an update of any adverse impacts as soon as they are determined.

3. VBH is entitled to increase the price/rate of goods and services in the event of changes in the price of raw materials, taxes, or any other circumstances related to the COVID-19 outbreak. If the price or rate increase amounts to more than 10% of the total contract price/rate, the other party may terminate the agreement (or terminate the work) in whole or in part. The Contractor shall immediately reimburse VBH for the following costs at the first invoice requests for the balance of the transaction agreement by VBH, or to its invoices, or to any legal measures taken by the competent authority in accordance with the provisions set out in paragraph 1 of this article.

4. For other costs relating to legal measures as described above, including legal fees and costs of experts, the Contractor is liable for all costs of any kind that may be ordered to pay to the competent authority in connection with the provisions set out in paragraph 1 of this article, or which can be enforced, or other costs that arise to the Contractor on the basis of paragraph 1 of article.

5. VBH is entitled to settle amounts which the Contractor must pay on the grounds of paragraphs 1 and 2 of this article after it has settled the Contractor for whatever reasons.

6. The Contractor indemnifies VBH against claims of employees on the grounds of Article 7:616a (employer's liability).

The Contractor is liable for all costs of any kind that may be ordered to pay to the competent authority in connection with the provisions set out in paragraph 1 of this article, or which can be enforced, or other costs that arise to the Contractor on the basis of paragraph 1 of this article.

7. If the Contractor is suspended under a GAO policy and becomes liable on the basis of the act, such an order must be transferred to the Contractor, VBH shall have the right to terminate the Agreement for any reason, and the Contractor is required to comply with the act. Changes in the position are effective only if they are obtained by the Contractor's permission. If the Contractor is required to comply with the act, VBH shall be entitled to suspend the Agreement for any reason, and the Contractor is required to comply with the act. Changes in the position are effective only if they are obtained by the Contractor's permission.

8. If work has been carried out on an incomplete completion of the work, such as planned walls, fitters, fixtures, etc., then the Contractor shall take protective measures to prevent damage and/or contamination. Storage and/or contamination discovered after starting or when the work is deemed to have been caused by the Contractor.

9. After completion of the work, the Contractor shall deliver the work to the end user and leave the construction site clean.

Article 26: Payment permits
1. The Contractor shall comply strictly with the provisions set out in the Dutch Foreign National Employment Act (Immigration Act) (which will apply to the Contractor). The Contractor may only have work performed by the work force that performs in such a work permit, work permits and in particular, but not exclusive, the required work permits or consistent permits for residence and work.

2. The Contractor shall comply with the provisions set out in the Dutch Social Affairs and Employment Inspectorate, which are the result of breach by the Contractor of the provisions set out in paragraph 1 of this article. In the event of a breach by the Contractor of the provisions set out in paragraph 1 of this article, the Contractor shall indemnify VBH against claims of employees on the grounds of Article 7:616a (employer's liability).

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The Contractor is liable for all costs of any kind that may be ordered to pay to the competent authority in connection with the provisions set out in paragraph 1 of this article, or which can be enforced, or other costs that arise to the Contractor on the basis of paragraph 1 of this article.

The Contractor is required to comply with the act. Changes in the position are effective only if they are obtained by the Contractor's permission.

10. Required equipment such as scaffolding, aerial work platforms, hoisting equipment and small equipment, including hand tools, means of measurement, rolling towers, ladders and steps, etc., will be provided by the Contractor and/or the contractor's representative.