

VOTOB GENERAL TERMS AND CONDITIONS OF PURCHASE

Version 2017-1 dated 8 March 2017

Article 1. Definition of terms

The capitalised terms used in these General Terms and Conditions have the following meaning:

<u>General Terms and Conditions:</u>	These General Terms and Conditions;
<u>Business Site:</u>	Immovable property used by the Client for the operation of its business;
<u>Contract Price:</u>	The monetary consideration owed by the Client to the Contractor under the Contract;
<u>Assignment:</u>	The assignment to be carried out by the Contractor under the Contract;
<u>Client:</u>	The VOTOB member using these General Terms and Conditions;
<u>Contractor:</u>	The party with whom the Client contracts;
<u>Contract:</u>	The contract between the Client and the Contractor that is subject to the General Terms and Conditions, including the Annexes to the Contract;
<u>Parties:</u>	The Client and the Contractor;
<u>Personnel:</u>	The persons to be engaged by the Contractor for the performance of the Contract, including employees, subcontractors and other agents;
<u>Performance:</u>	The performance delivered by the Contractor under the Contract;

Article 2. Applicability

1. These General Terms and Conditions apply to Assignments given by the Client.
2. The Contractor's general terms and conditions do not apply. This also applies to any other derogation from these General Terms and Conditions.
3. If there are any discrepancies between the Dutch text of these General Terms and Conditions and their translations, the Dutch text will prevail.

Article 3. Formation of the Contract

1. The Contractor's offer will be valid for the period included by the Client in the request for an offer. If the request for an offer does not contain a period for the

validity of the offer, the offer will be valid for two months after the Client has received the offer.

2. Before submitting an offer, the Contractor must check the correctness and completeness of all information provided by the Client. The Contractor must inform the Client of any inaccuracy and incompleteness as soon as possible. The Contractor must do so in any case before the offer is made.
3. The Contractor is not entitled to any additional payment in any form whatsoever if it fails to notify in time any inaccuracy and incompleteness which it should have discovered when making the offer.
4. The Contract is formed if the Client confirms the Assignment in writing to the Contractor.
5. The Contractor agrees to any terms and conditions contained in the Client's confirmation of the Assignment which differ from the offer or the request for an offer, if it starts carrying out the Assignment without lodging a prior written objection to these different terms and conditions.
6. The Contractor may only start carrying out the Assignment after it has received the confirmation of the Assignment from the Client. If the Contractor starts carrying out the Assignment before that, it will do so at its own expense and risk. If the Client decides not to give the Assignment, the Contractor will not be entitled to payment of the part of the Assignment that has already been carried out.

Article 4. Order of priority

1. If the provisions of the contract documents appear to be mutually inconsistent or if there are any inconsistencies between contract documents and statutory provisions or regulations, the provision that is the most favourable for the Client will apply.

Article 5. Obligations of the Contractor

1. The Contractor will ensure that the Contract is performed in time, in full and in accordance with the Client's wishes.
2. The Contractor guarantees that the Performance delivered by it meets the requirements set in the Assignment and the requirements of sound work and is suitable for the intended purpose of the Performance.
3. The Performance will at least meet any statutory requirements and regulations applicable in the Contractor's sector. The Contractor is responsible for acquainting itself with the applicable statutory requirements and sector regulations. The Contractor guarantees that its Performance is in conformity with these requirements and regulations.
4. The Contractor will follow any orders and instructions given by or on behalf of the Client.
5. If the Assignment or any other information given to the Contractor in writing contains any errors, omissions, inconsistencies or inaccuracies, the Contractor must warn the Client against these as soon as possible.

6. If the Contractor fails to give a timely warning against any errors, omissions, inconsistencies or inaccuracies of which it was or should have been aware, the Contractor will be liable for any damage or loss suffered by the Client as a result.
7. If the Client so requires, the Contractor must, for the performance of its obligations under the Contract, provide security in the form of a bank guarantee accepted by the Client and issued by a Netherlands-based banking institution. The amount of this bank guarantee is no more than 15% of the Contract Price. The bank guarantee will be returned as soon as the Contractor has met all its obligations under the Contract.
8. If the Performance is delivered on the Client's Business Site, the Contractor must immediately clear up and dispose of any waste and packaging material. Any packaging suitable for reuse, including pallets and containers, will be taken back by the Contractor at the Client's first request, with reimbursement of the costs paid by the Client to the Contractor for this. The Client may only be charged for any damage to packaging if the Contractor demonstrates that the damage was caused by the Client.
9. If there is a risk of delay in the work, the Contractor must notify the Client of this immediately and in writing. The notification should state the cause and consequences of the delay and the measures proposed by the Contractor to prevent a further delay.
10. The Contractor will be liable for any loss suffered by the Client as a result of any delay caused by the Contractor.
11. Should any property of the Client be used in order to carry out the Assignment, the Contractor will handle and manage this property with due care.
12. The Contractor is not entitled to suspend the performance of its obligations under the Contract or to dissolve the Contract.
13. Any retention of title to items delivered will lapse as soon as these items have been delivered.
14. Any items to be delivered must be properly packed and their packaging must be undamaged upon delivery.
15. Items will be delivered carriage paid, including any duties, at the location specified by the Client. Transport, levies, import duties, loading, unloading and damage to and/or breakage of the items delivered will be at the Contractor's expense and risk.

Article 6. Assessment and acceptance

1. The Client will assess the result of the Assignment within thirty days after the date on which the Contractor has informed the Client in writing that the Assignment has been completed.
2. The Contractor will cooperate in the assessment. It will provide the Client with the documents and other items required for this purpose along with the notice of completion or as soon as the Client so requests.

3. The Client will be authorised to assess the result of the Assignment in parts, on the basis of the current state of the work.
4. The Client will be authorised to engage third parties for the assessment.
5. If the Performance fully complies with the Assignment, the Client will, within five working days, notify the Contractor in writing that it accepts the Performance.
6. If the Performance does not fully comply with the Assignment, the Client may refuse to accept it. The Client may also accept the Performance while referring to the defects yet to be repaired by the Contractor. The Client will notify the Contractor of this in writing as well.
7. The Contractor is obliged to repair the defects in the Performance as soon as possible. After the defects have been repaired, the Contractor must again submit the Performance for assessment by the Client.
8. The Client reserves its rights regarding repairs of any hidden defects and its rights on the basis of Guarantees given by the Contractor if the Client accepts the Performance.

Article 7. Replacement of persons

1. The Contractor may not replace any persons charged with delivering the Performance, temporarily or permanently, without the Client's prior permission. The Client may attach conditions to this permission.
2. At the Client's first request, the Contractor is obliged to replace any incompetent or unsuitable persons involved in carrying out the Assignment with persons who are competent and suitable.
3. The Client may demand that persons charged with carrying out the Assignment be replaced if the Client believes that this is necessary or desirable in the interest of a proper performance of the Contract.
4. If persons charged with carrying out the Assignment are replaced, the Contractor will engage persons who, in terms of expertise, training and experience, are at least equal to the persons to be replaced, or fulfil the relevant agreements made by the Parties in respect of these persons.
5. In the cases referred to in paragraphs 1 and 2 of this Article, the rates applicable to the original persons may not be increased in case of a replacement.
6. In the cases referred to in paragraphs 1 and 2 of this Article, any costs related to transferring duties to replacement personnel or to induction of this personnel may not be charged.

Article 8. Security and access to Business Sites

1. The Contractor will ask its Personnel involved in delivering the Performance to follow the security procedures and company rules indicated by the Client. The Client will timely inform the Contractor of these procedures and rules.
2. When asked by the Client, the Contractor will, no later than three working days before the start of the work, submit certificates of conduct in respect of Personnel involved in carrying out the Assignment.
3. Access to the Client's Business Sites will only be given after the personal details of the Personnel requiring access to these Business Sites in order to carry out the Assignment have been provided in advance. The Personnel

must comply with the Client's regulations on order and safety.

4. The Client may reserve access to Business Sites to Personnel holding the qualifications specified by the Client.
5. Access to the Business Sites will always be at the Personnel's own risk, even if this access has been granted by the Client. The Contractor will indemnify the Client against any and all damage that is the result of Personnel entering the Business Sites.

Article 9. Subcontracting

1. In the performance of the Contract, the Contractor may only use the services of third parties after the Client has given its prior permission. The Client will give its permission if this is reasonable. The Client may attach certain conditions to its permission.
2. Even if the Contractor engages third parties in the performance of the Contract, the Contractor will remain personally responsible and liable for carrying out the Assignment correctly and in full.

Article 10. Confidentiality

1. The Contractor must maintain confidentiality with respect to all information which comes to its knowledge in the performance of the Contract and the confidential nature of which it knows or could reasonably suspect.
2. The Contractor will impose this duty of confidentiality on its Personnel and guarantees that its Personnel will comply with this duty.
3. The Contractor may not provide the result of its Performance to third parties in any form whatsoever or provide information about this to third parties, unless the Client has given its express permission to do so.
4. Upon termination of the Contract, the Contractor will, at the Client's first request, provide the Client with information it possesses within the context of the performance of the Contract.

Article 11. Processing of personal data

1. If the Contractor processes personal data for the Client within the context of the performance of the Contract, the Contractor will be a processor within the meaning of the Personal Data Protection Act.
2. The Contractor may use the personal data provided to it only for the purpose of the performance of the Contract.
3. The Contractor will process personal data duly and properly and in accordance with the applicable laws and regulations as well as any applicable code of conduct of the Client.
4. The Contractor will take suitable technical and organisational measures to protect the personal data against loss or unlawful processing. These measures will guarantee an appropriate level of security, taking account of the state of the art and the costs of their implementation, and having regard to the risks associated with the processing and nature of the data to be protected. These measures will also aim at preventing unnecessary

- collection and further processing of personal data. The Contractor will record the measures in writing and will provide a copy of such record to the Client if the latter so requests.
5. If the Client so requests, the Contractor will, no more than once a year and at its own expense, instruct an independent third party to check compliance with the technical and organisational measures referred to in paragraph 4 . The Contractor will provide the Client with a free copy of the report drawn up by the third party.
 6. Without the Client's prior written permission, the Contractor will not be allowed to:
 - a) bring the personal data beyond the borders of the European Economic Area,
 - b) process the personal data beyond the borders of the European Economic Area, or
 - c) provide the personal data to a natural person or legal entity established outside the European Economic Area.
 7. The Contractor will be obliged to immediately notify the Client of any security breaches that have consequences for the protection of personal data. The Contractor will give every assistance to the Client in the investigation of the data leak and any report of this leak to the competent authorities and possibly the data subjects.
 8. The Contractor will extend its full cooperation to the Client in order for data subjects
 - a) to gain access to their personal data,
 - b) to have personal data deleted or corrected, and or
 - c) to demonstrate that personal data have been deleted or corrected if they are incorrect or, if the Client contests the position of a data subject, record that the data subject considers his or her personal data to be incorrect.

Article 12. Intellectual property

1. Unless agreed otherwise, all copyrights, database rights and other intellectual property rights that can be exercised – wherever and whenever – with respect to the Performance are vested in the Client. Upon creation of these rights, they will be transferred by the Contractor to the Client under the Contract, which transfer will be accepted by the Client should this situation arise.
2. If the Performance is (also) delivered with the use of intellectual property rights not vested in the Client, the Contractor will grant the Client a perpetual, non-exclusive and non-cancellable right of use in respect thereof. The Contractor guarantees that it is entitled to grant this right of use.
3. If the transfer of the rights referred to in paragraph 1 would require a further deed, the Contractor will cooperate in this unconditionally. Moreover, should this situation arise, the Contractor will irrevocably authorise the Client to draw up this deed itself and co-sign it on behalf of the Contractor.

4. If the Parties have a difference of opinion on the intellectual property rights referred to in paragraph 1 , the Parties will assume that these rights are vested in the Client. The Client may continue to use the rights in all cases.
5. The Contractor hereby waives, also on behalf of its Personnel, any and all personality rights vested in the Contractor and its Personnel with respect to the Client, insofar as this is permitted by applicable regulations.
6. The Contractor indemnifies the Client against any third-party claims with respect to (alleged) infringements of intellectual property rights of these third parties, including comparable claims with respect to know-how, unlawful competition and suchlike. The Contractor undertakes to take - at its expense - all measures that could contribute to the prevention of stagnation and to a limitation of the additional costs to be incurred and/or loss to be suffered as a result of said infringements.
7. The Client may dissolve the Contract without any prior written notice of default being required, if third parties sue the Client for infringement of intellectual property rights. The Contractor will compensate the Client for any loss suffered by it as a result of this.

Article 13. Employment conditions

1. When delivering the Performance, the Contractor will comply with the applicable laws and regulations on employment conditions and the collective agreement applicable to it and its Personnel.
2. The Contractor will record all employment-related agreements for the purpose of delivering the Performance in a clear and accessible manner.
3. When asked, the Contractor will immediately grant the competent authorities access to these employment-related agreements and will cooperate in any inspections, audits or validation of wages.
4. When asked, the Contractor will immediately grant the Client access to the employment-related agreements referred to in the second paragraph if the Client so deems necessary in connection with the prevention or treatment of any claim for wages with respect to work carried out in order to deliver the Performance.
5. The Contractor will impose the obligations arising from the preceding paragraphs on all parties with whom it enters into contracts for the purpose of delivering the Performance and will also stipulate that these parties will then impose the said obligations in full on all parties with whom, in turn, they enter into contracts for the purpose of delivering the Performance.

Article 14. Foreign Nationals (Employment) Act

1. The Contractor will not have any work performed by persons who, under applicable legislation, may not be deployed on the basis of their nationality.
2. Within the context of the Compulsory Identification Act and the Foreign Nationals (Employment) Act, the copies of work permits and valid identity documents - as certified by the Contractor - of all

workers directly or indirectly deployed by the Contractor in the performance of the Assignment will be submitted by the Contractor to the Client's office no later than one week before the relevant workers start their work. All workers of the Contractor must be able to properly identify themselves at the Work.

3. Any workers who are considered to be illegal under the said Acts or other acts must be removed by the Contractor from the Work immediately. The Contractor will remedy any loss (whether or not due to delays) resulting from this removal or compensate the Client for such loss.
4. The Contractor will be liable towards the Client for any loss suffered by the Client as a result of the Contractor violating the Foreign Nationals (Employment) Act and the Labour Market Fraud (Bogus Schemes) Act. The Contractor will indemnify the Client against any third-party claims in this respect.
5. The Contractor will lay down the provisions of this Article in all its contracts with the parties it engages for the performance of the Assignment, subject to the Contractor having to pay the Client an immediately payable penalty of EUR 500.00 for each day the Contractor fails to do so.
6. All penalties imposed by the Ministry of Social Affairs and Employment or other government authorities on the Client and any other third parties on behalf of the Contractor will be borne by the Contractor. These penalties and all other loss suffered directly or indirectly by the Client in connection with a violation of the Acts referred to in this Article or other acts will be immediately due and payable and may be offset against any claim the Client has or will have against the Contractor.

Article 15. Payroll tax and social insurance contributions

1. The Contract between the Client and the Contractor will not be an employment contract. The Client will not deduct and pay any payroll tax and/or social insurance contributions on the fees due under the Contract.
2. In the unlikely event that the Client will, at any time, be faced with one or more (additional) assessments for wage tax or social insurance contributions in connection with this Contract, the Contractor will indemnify the Client against any claims in this respect, insofar as permitted by law.
3. The Contractor guarantees the Client that the taxes, social insurance contributions and insurance premiums due with respect to any of the workers engaged by it under this Contract have been and will be paid in time and in full.
4. The Contractor will fully indemnify the Client if the Client is held liable (jointly or otherwise) for the payment of any damage, loss, penalties, costs and/or interest as a result of the Contractor failing to meet the above-mentioned payment obligations (or failing to do so in time). The Client may implead the Contractor in this respect.

Article 16. Borrowing personnel

1. If the Client borrows any employees of the Contractor under the Contract, the Contractor will be obliged to cooperate in invoices, payments and records being set up such that the Client will qualify for exemption from recipients' liability in accordance with the applicable rules of the Dutch Tax and Customs Administration. If desired by the Client, the Contractor will be obliged to open a G account and the Client will be entitled to transfer the invoice amount regarding payroll taxes, social insurance contributions and other taxes to the Contractor's G account.

Article 17. Contract variations

1. If, for whatever reason, the Contractor's Performance is extended or changed by the Client such that additional costs will be incurred, the Contractor will always comply with this. The Contractor must submit the related cost calculation to the Client for prior approval and warn the Client in advance against any additional costs. Execution and payment may only take place after the Client has given a written assignment. Invoicing may only take place after the Performance has been delivered and accepted.
2. If the Client limits the scope of the Performance, the Contractor will also comply with this. Such contract reductions will qualify for a set-off.
3. The contract variations to be implemented by the Contractor will be subject to the provisions of the Contract, including the rates and any discounts, insofar as these provisions are not changed by the further written assignment. The Contractor may, when making an offer, not set any further or more onerous conditions.

Article 18. Invoicing

1. The Contractor will charge the Contract Price to the Client in accordance with the instalment schedule included in the Contract. If no instalment schedule is included, the Contract Price will be invoiced afterwards in a lump sum.
2. The invoices will meet the statutory requirements and the other format requirements set by the Client in this respect. Any invoices that do not fulfil these requirements will be returned by the Client. The payment term of the invoices will not start as long as the invoice does not fulfil the applicable requirements.
3. The Client will enclose with the invoice a proper specification of the work performed and, if applicable, the notification of acceptance as referred to in Article 6.
4. Any contract variations as referred to in Article 17 must be invoiced separately.

Article 19. Audit and payment

1. The Client may have an accountant - to be appointed by the Client - as referred to in Section 393(1) of Book 2 of the Dutch Civil Code audit the information contained

in the invoice sent by the Contractor. The Contractor will allow the relevant accountant to inspect books and records and will provide him with all data and information he requires. The audit will be confidential and will not extend beyond what is required for the verification of the invoices. The accountant will issue his report to the Parties as soon as possible. The costs of the audit are borne by the Client, unless the audit shows that the invoice is incorrect or incomplete, in which case said costs will be borne by the Contractor.

2. The Client will pay the amount it owes the Contractor under the Contract within 30 days after the date of receipt of the relevant invoice if this invoice meets the provisions of the Contract.
3. The Client will always be entitled to suspend payment of the invoice and set off the invoice amounts.
4. The Contractor will not be authorised to exercise any right of retention vis-à-vis the Client. The Contractor will also demand this from its subcontractors and suppliers and will indemnify the Client against any claims from these parties.
5. If the Client pays an invoice, this will not mean that it in any way acknowledges the soundness of the Performance delivered by the Contractor.

Article 20. Liability

1. Unless agreed otherwise, the Party that is in breach of its obligations will be liable towards the other Party for the loss suffered or to be suffered by the other Party, on the understanding that the Client's liability will be limited to the Contract Price.
2. If the Contractor uses any property of the Client as referred to in Article 5.11 in order to deliver the Performance, the Contractor will be liable for the damage caused to this property and for the loss and theft of this property.
3. If, as a result of the Contractor using the Client's property, any damage or loss is caused to either Party or to third parties, in any manner whatsoever, such damage or loss will be entirely at the Contractor's expense and risk.

Article 21. Insurance

1. The Contractor is and will remain insured, in a manner that is customary and adequate according to general standards, against the following risks:
 - a) professional liability;
 - b) business liability, including liability for any damage caused to persons or property of the Client;
 - c) loss of and damage to machinery and equipment, including damage caused by fire and theft, including those items that are the property of the Client.

2. At the Client's request, the Contractor will immediately provide the policy documents and proof of premium payments (or certified copies thereof) in respect of the insurance policies referred to in the first paragraph.
3. The Contractor will not terminate the insurance contracts without the Client's prior permission in writing. Nor will the Contractor be entitled to change, without prior written permission, the conditions of the insurance policies or the insured amount to the detriment of the Contractor.
4. The insurance premiums owed by the Contractor are deemed to have been included in the agreed prices and rates.

Article 22. Dissolution and termination

1. The Client may, without any demand or notice of default being required, dissolve all or part of the Contract without the intervention of the courts and with immediate effect by means of a registered letter, if:
 - a) the Contractor applies for a provisional or definitive moratorium or is granted a provisional or definitive moratorium,
 - b) the Contractor files a petition in bankruptcy or is declared insolvent,
 - c) the Contractor's company is wound up,
 - d) the Contractor discontinues its business,
 - e) a significant part of the Contractor's assets is attached,
 - f) the Contractor merges, splits up or is dissolved,
 - g) the Contractor is otherwise deemed to be no longer able to meet the obligations under the Contract,
 - h) the Contractor is in breach of the obligations under the Contract and is in default.
2. If the Contract is dissolved, the Contractor will refund to the Client the undue payments already made by the Client to the Contractor, plus statutory interest on the amount paid with effect from the date of payment.
3. Moreover, the Client may always give notice of termination of the Contract by means of a registered letter. In that case, a settlement will take place between the Client and the Contractor on the basis of the part of the Performance delivered by the Contractor, insofar as this is of any use to the Client.
4. The Client need not indemnify the Contractor against the consequences of a termination of the Contract in any other way.

Article 23. Void and voided provisions

1. If one or more provisions of the Terms and Conditions or the Contract appear to be void or are voided, the other provisions of the General Terms and Conditions or the Contract will continue to have legal effect.

2. The Parties will consult on the void or voided provisions in order to make alternative arrangements. The alternative arrangements will not affect the object and purport of the General Terms and Conditions or the Contract.

Article 24. Other provisions

1. The Contractor cannot derive any right from the Contract in order to be given one or more follow-up assignments.
2. Any obligations and/or other provisions arising from the Contract which by their nature are intended to continue even after termination of the Contract will continue to have effect after termination.
3. "Written/in writing" is also understood to be "electronic(ally)", provided that:
 - a) the notification can be consulted by the addressee,
 - b) the authenticity of the notification is sufficiently guaranteed, and
 - c) the identity of the notifying party can be established with a sufficient degree of certainty.
4. The Contractor may transfer all or part of its rights and obligations under the Contract to third parties only with the Client's prior express written approval. The Client will be authorised to refuse this approval without stating any reasons or to attach conditions to its approval.
5. The Contractor is not allowed to pledge, assign or otherwise transfer its claims under the Contract to third parties.
6. All correspondence and other information and communication in connection with the Assignment must be written or made available in the Dutch language.

Article 25. Disputes and governing law

1. Any disputes between the Parties in respect of the Contract will be submitted to the competent court in the district where the Client has its Dutch principal establishment, unless the Parties agree on a different form of dispute resolution.
2. Moreover, the Client will be entitled to implead the Contractor in any other instance in which proceedings have been instituted against the Client and in which the Contractor is, in the Client's opinion, obliged to indemnify the Client.
3. The Contract is governed exclusively by Dutch law. The Vienna Sales Convention does not apply.