

GENERAL PURCHASE CONDITIONS OF RENEWI

(NETHERLANDS) Version 2021

I GENERAL PROVISIONS

Article 1: Definitions

The following terms in these General Purchase Conditions (“Conditions”) have the meanings specified below:

- 1.1 **Offer:** an offer from a Supplier to supply Products and/or Services at a certain price and/or of a certain quality.
- 1.2 **Services:** the work performed by the Supplier on behalf of the Client under the Agreement.
- 1.3 **Client:** the placing of the Products in the possession or respectively under the authority of the Client, or of Services or the completion of Services, under any title.
- 1.4 **Client:** Renewi Nederland B.V. or one of its affiliated companies.
- 1.5 **Supplier:** the Client’s contracting party.
- 1.6 **Agreement:** the arrangements agreed in writing between the Client and the Supplier, concerning the Supply of Goods and/or Services for which these Conditions have been declared applicable.
- 1.7 **Party/Parties:** The Client and/or the Supplier.
- 1.8 **Personnel:** The Supplier’s personnel and/or persons or legal entities to be engaged by the Supplier for the performance of the Agreement.
- 1.9 **Product:** the moveable item or items to be supplied by the Supplier to the purchaser under the Agreement.

Article 2: Applicability and Scope

- 2.1 These Conditions apply to all Agreements and to the formation of all Agreements which concern the supply of Products and/or Services for the Client.
- 2.2 Variations to these Conditions are only binding where the variations have been expressly agreed between the Parties in writing.
- 2.3 The Supplier’s general terms and conditions do not apply unless it has been expressly agreed otherwise in writing between the Parties.
- 2.4 Dutch law applies to the Agreement and to the performance thereof and to these Conditions.
- 2.5 All disputes arising from the Agreement will be submitted to the courts in ‘s-Hertogenbosch if these cannot be settled among the Parties.
- 2.6 The applicability of the United Nations Convention on Contracts for the International Sale of Goods (The Vienna Convention) is excluded.
- 2.7 In the event of a conflict between the Dutch text of these Conditions and the respective translation, the Dutch version shall take precedence.
- 2.8 Any notices, including promises or (further) agreements from one Party to the other Party which are important for the performance of the Agreement will only be binding on the Parties if they have been given or confirmed in writing by a person who is authorised to do so.
- 2.9 If one or more provisions of the General Terms and Conditions and/or the Agreement are null or voidable, or are invalid or non-binding for other reasons, the remaining provisions of the General Terms and Conditions and the Agreement will remain in force. In the place of the null, nullified, invalid, or non-binding provision of the General Terms and Conditions and/or the Agreement, the Parties will be deemed to have agreed on a provision that is valid, binding, and legally enforceable, that reflects as near as possible the null, nullified, invalid, or non-binding provision.

Article 3: Offer and formation of the Agreement

- 3.1 The Supplier’s Offer to the Client must be irrevocable and binding within at least ninety (90) days of signature unless the Parties have agreed otherwise in writing.
- 3.2 The Client will not return any documents and samples received with the Offer, where applicable.
- 3.3 The Client will not compensate any costs associated with issuing an Offer, where applicable.
- 3.4 The Agreement is formed because the Client accepts in writing an offer from the Supplier (the Offer).
- 3.5 ‘In writing’ is also understood to mean ‘by electronic means’.

II PERFORMANCE OF THE AGREEMENT

Article 4: Supply of Products and Services

- 4.1 The Supplier guarantees that the Supply:
 - will be performed by skilled personnel in accordance with the requirements of good and sound workmanship with new materials and will be free from errors and defects;
 - will be entirely in accordance with the provisions in the Agreement, the stated specifications, and the reasonable expectations of the Client with regard to the characteristics, quality, and reliability;

- is suitable for the purpose for which it is intended;
- complies with the applicable national and international legal requirements and other government regulations;
- complies with the generally accepted norms and standards in the respective industry.

- 4.2 The Supplier guarantees that it will continue to be able to supply parts and spare parts for the goods it has supplied at the prevailing market prices for the technical lifespan of the supplied goods. The Supplier also guarantees that it will continue to be able to supply the goods at the prevailing market prices for the duration of the Agreement and for a period of 3 (three) years after the termination or end of the Agreement.
- 4.3 If the goods do not conform to the Agreement and/or to these Conditions, the Client has the right to refuse the goods on reasonable grounds. Notwithstanding the further rights of the Client under these Conditions or the law, the Supplier must guarantee that the goods will be repaired or replaced, or that the missing part or the defective parts will be supplied when first requested by the Client and within 5 (five) working days after the refusal, if applicable on the same day, or on the next working day (to be determined in consultation). If the Supplier does not observe this obligation, the Client may purchase the goods from a third party or take measures or have measures taken by a third party at the expense and risk of the Supplier, notwithstanding the Client’s further rights in this matter. The Client, at its own discretion, may also require that the Supplier refunds the purchase price, notwithstanding the Client’s further rights under these Conditions or the law.
- 4.4 The Supplier is required to Supply Products and/or Services in the agreed form and quantity, of the agreed quality, on the agreed date, and to the agreed destination.
- 4.5 The Supply of Products shall take place: Delivery Duty Paid, according to the most recently published version of the Incoterms published by the International Chamber of Commerce (ICC) that applies at the time of entering into the Contract, notwithstanding any provisions in these Conditions.
- 4.6 If the Supplier uses temporary employees, it must demonstrate in writing if requested that it has determined their identity in accordance with the statutory regulations, that the necessary permits have been issued to carry out the work, the training details have been checked, and the required confidentiality declarations have been signed.
- 4.7 Work in buildings and on sites belonging to the Client will be performed during the working hours in force there at that time.
- 4.8 The Supplier is solely authorised to outsource the performance of the Agreement partially or fully to a third party after receiving prior written consent from the Client. The Client has the right to grant this consent subject to conditions.
- 4.9 If a Supply of Products is unable to take place at the agreed time for whatever reason, the Supplier must store, keep, secure and insure the Products duly packed in a separate and identifiable manner.
- 4.10 If the Supplier exceeds an agreed deadline, the Client is entitled to obtain the Products and Services from a third party after the Supplier has been given a reasonable period in writing to comply with its obligations. The Client is entitled to recover all costs, damage, and interest on this from the Supplier, except in the situation that the Supplier is affected by force majeure as set out in article 6:75 of the Dutch Civil Code.
- 4.11 The Supplier is deemed to have delivered the Products at the time that they have been delivered to the place designated by the Client and the Client is able to freely make use of these Products. In the case of the Supply of Services, the moment of delivery is deemed to be the time at which the performance of the service has been completed. If the delivery has been completed and accepted by the Client, the risk shall pass to the Client.
- 4.12 Part-deliveries are not permitted unless the Client has given its consent in writing.
- 4.13 The Supplier will make all documentation (information, drawings, specific details, and/or indications) available to the Client in written form as agreed or such documentation the Client reasonably requires to make optimum use of the Products and/or Services.
- 4.14 The Supplier is entitled to use the information provided by the Client, however it may solely use this in connection with the preparation of an Offer and the performance of the Agreement. This information remains the property of the Client.

Article 5: Transfer of rights and obligations arising from the Agreement

- 5.1 The Supplier is not permitted to transfer the rights and obligations arising fully or partly from the Agreement without the Client’s prior written consent. The Client may attach conditions to the provision of such consent.

Article 6: Regulations

- 6.1 The Supplier must comply with all applicable government regulations and locally applicable regulations (including those applicable at the Client's premises), such as those concerning employment conditions, privacy, technology, quality, safety, and the environment.
- 6.2 If regulations apply to the Supply which are not attached to the Agreement, the Supplier is deemed to be aware of and to comply with these, unless the Supplier immediately informs the Client in writing to the contrary. The Supplier must ensure at its own expense that it obtains any permissions, permits, or licences in good time that are required for the performance of the Agreement and for the compliance with the conditions set out therein.

Article 7: Progress of the work

- 7.1 When requested, the Supplier will provide the Client with his schedule of operations concerning the time planning and personnel deployment for the Supply and will inform the Client about the progress of the work as often as requested and in the manner requested by the Client.
- 7.2 If the Supplier can reasonably foresee that it will not be able to meet its obligations towards the Client within the set time frame, it is obliged to immediately notify the Client and provide reasons and to then confirm this to the Client in writing. The notification from the Supplier does not discharge it of its obligations to set a strict deadline and to propose an amended schedule. The agreed date, dates, or periods for delivery/completion are strict and final, and apply for the entire Supply, including the associated documentation.
- 7.3 If the Client considers that the progress of the Supply is stagnating such that it will not be completed on time, the Client will notify the Supplier of this in writing.
- 7.4 In the event of paragraph 7.3, the Supplier is under the obligation to take all measures within a reasonable period of time and within a maximum of two weeks, which are necessary in the opinion of the Client to make up for the backlog, including the deployment of additional personnel or equipment.
- 7.5 If the Supplier fails to do so, the Client is entitled to take all measures itself that it deems necessary, notwithstanding any additional rights, including having the work performed by third parties at the expense of the Supplier.
- 7.6 In the event of the situation described in paragraph 7.5, the Supplier will provide any cooperation required to the Client and to those third parties.

Article 8: Changes; contract variations

- 8.1 The Client is entitled to alter the content and scope of the Supply, even if this leads to contract variations. If the Supplier believes that the change has consequences for the agreed price or the delivery/completion period, the Supplier will immediately inform the Client of this in writing, and the Client may request an amended offer if required.
- 8.2 Any amendment to the price or delivery/completion period will be on the basis of the unit prices and rates established in the Agreement, or on the basis of reasonableness and the standards and assumptions that underlie the Agreement.
- 8.3 Changes to the Supply will not be performed and paid before they have been approved in writing by the Client.
- 8.4 The absence of agreement about the alteration to the price does not give the Supplier a right to suspend performance of the change. If an agreement about the amendment to the price has still not been agreed within a reasonable period, the Client is entitled to terminate the Agreement without any further costs.
- 8.5 Additional work does not in any event include additional work which the Supplier could or should have foreseen when concluding the Agreement in order to be able to provide the agreed service(s) and functionality(s) or which are the result of a shortcoming of the Supplier

Article 9: Packaging and shipment

- 9.1 The Supplier will package the Products in the most economical, safe, and careful manner possible, and in such a way that the shipment can be handled during transport and unloading. The Supplier will ensure that the shipment reaches its destination in a good condition.
- 9.2 The packaging should be suitable for reuse or recycling.
- 9.3 Special packaging that must be returned to the Supplier should be marked as such. The Supplier will arrange for the disposal of this packaging. The packaging, transport, storage, and processing of the Supply should meet the applicable laws and regulations regarding safety, the environment, and employment conditions.
- 9.4 The Supplier will mark the outside of the shipment with the Client's order reference number, the number of packages, and the correct details for the delivery address. The outside of the package will have a packaging list that states the content of the shipment. The Client may refuse any shipment that does not meet these requirements.

Article 10: Inspection and acceptance

- 10.1 The Client will inspect the nature, condition, quality, and quantity of the Products and/or Services within ninety (90) days in order to establish whether the Products and/or Services meet what was agreed between the Parties.
- 10.2 The Client will notify the Supplier in writing within a reasonable period as to whether the Products and/or Services have been accepted. If the Client has not informed the Supplier in writing about the acceptance within a

reasonable period, the Client will be deemed to have accepted the Products and/or Services.

- 10.3 In the event that the Client rejects the Products, it will inform the Supplier of this as soon as possible. Furthermore, the Client will make its complaints sufficiently clear. In the event that the Supplier does not take back the rejected Products within fourteen (14) days, the Client will have the right to return to the Supplier the delivered Products which it has tested, or from which it has taken samples. The costs and risk of this will be borne by the Supplier. If it is not reasonably possible to send back the Products, the Client will retain the Products on behalf of the Supplier at expense and risk of the latter. If the Client deems it effective to do so, it may give the Supplier the opportunity to redeliver the Products. After it has notified its rejection, the Client is entitled to retain the Products at the risk of the Supplier until it has received further instructions from the Supplier, or it is entitled to return the Products to the Supplier at the expense and risk of the Supplier.
- 10.4 If the Supplier does not remedy or redeliver the rejected Supply within five (5) working days, the Client is entitled to purchase the required Supply from a third party, or to take measures or have a third party take measures at the expense and risk of the Supplier.
- 10.5 In the event of a rejection, the Supplier will be required to reimburse all costs incurred by the Client with regard to the Agreement.

Article 11: Completion, acceptance, and delivery

- 11.1 When the Supplier believes that it has completed the agreed work, it will notify the Client of this in writing.
- 11.2 Unless specified otherwise in the Agreement, the results of the work will be deemed to have been accepted and as a result delivered completely if the Client has accepted these in writing.

Article 12: Guarantee

- 12.1 The Supplier guarantees that for twenty-four (24) months after the delivery, the supplied Products and/or results of Services will (i) continue to meet the agreed specifications and quality and (ii) be suitable and continue to be suitable for the use intended by the Client.
- 12.2 The guarantee period referred to in the previous paragraph will be extended by the period during which the Products and/or Services cannot be used for the intended use owing to a defect or unsuitability that is attributable to the Supplier. If the Products and/or Services, or parts of these, are repaired or replaced, the full guarantee period will resume for these Products and/or Services or parts thereof.

III FINANCIAL PROVISIONS

Article 13: Price, invoicing and payment

- 13.1 The price stated in the Offer is fixed and shown in euros excluding VAT, and it is considered to cover all costs required for the supply of the Products and/or Services on the date stated by the Client and at the indicated destination. These costs include, for instance, charges, taxes, duties, and levies which are related, among other things, to the production, transport, insurance, and import and/or export.
- 13.2 The Client will settle the Supplier's invoice within sixty (60) days of receipt, provided that it is approved.
- 13.3 Payment does not discharge the Supplier from any guarantee and/or liability for which it is legally responsible.
- 13.4 This article does not affect the Client's right to set off where applicable.
- 13.5 In the event that the Client does not observe its payment obligations on time, it will not be under any further obligation than to pay the statutory interest and it will not be required to pay this until it has been given a reasonable period in writing by the Supplier to comply with its obligations.
- 13.6 In the event of payment in advance, the Client is entitled to require an unconditional and irrevocable bank guarantee (to be issued by a bank deemed acceptable by the Client) or a similar guarantee or require a bank or similar guarantee for compliance with the Supplier's obligations.

Article 14: Defects, damage, insurance and liability

- 14.1 If the Supplier fails to comply with an obligation and still fails to comply after a written notice of default which gives the Supplier a reasonable period for compliance, the Supplier shall be in default. The Supplier is under the obligation to compensate all damage suffered and to be suffered by the Client as a result of non-compliance, non-timely compliance, or improper compliance attributable to the Supplier, or a breach of any other contractual or non-contractual obligation. The Supplier will indemnify the Client against any third-party claim in this regard.
- 14.2 The Supplier has obtained appropriate insurance in the customary manner and as such is covered for the following risks:
 - professional liability (risks arising from professional errors)
 - business liability (including liability for damage caused to persons or property belonging to the Client)
 - loss of and damage to company equipment (including by fire and theft), as well as to property belonging to the Client.

- 14.3 If the Supplier fails imputably in the compliance with its obligations and/or causes damage it is liable vis-à-vis the Client for the damage incurred or the damage to be incurred, with the understanding that the liability is limited to an amount of:
- for Agreements that have a total value that is less than or equal to €100,000: €300,000 per event and €500,000 per contract year or part of a year that the Agreement is in force;
 - for Agreements that have a total value that is greater than €100,000, but less than or equal to €500,000: €1,000,000 per event and €2,500,000 per contract year or part of a year that the Agreement is in force;
 - for Agreements that have a total value that is greater than €500,000: €2,500,000 per event and €5,000,000 per contract year or part of a year that the Agreement is in force.
- 14.4 The Client's liability is limited at all times, which cannot be affected otherwise by any provision in the Conditions, to the amount that was invoiced by the Supplier to the Client as part of the performance of the Agreement during a period of 12 months prior to the event that caused the damage, up to a maximum of €50,000 (fifty thousand euros) per contract year.
- 14.5 The value of the Agreement is determined as follows:
- For agreements with a term that exceeds twelve (12) months, the agreement value is equal to the costs charged or to be charged for the supplied products and/or services during the preceding twelve (12) months. If the agreement has not yet been in force for twelve (12) months, the value of the agreement will be determined proportionately.
 - For agreements with a term that is shorter than twelve (12) months, the agreement value is equal to the entirety (realised and future) of the costs charged or to be charged for the supplied products and/or services. Related events are classified as just one event.
- 14.6 The limitation of liability referred to in paragraph 4 ceases to apply:
- In the event of third-party claims for compensation resulting from death or injury;
 - In the event of wilful misconduct or gross negligence on the part of the Supplier or its personnel;
 - In the event of infringement of intellectual property rights as referred to in Article 16.
- 14.7 All obligations concerning the Supplier's personnel, including obligations under tax and social security legislation, are at the expense of the Supplier. The Supplier indemnifies the Client against any liability in this regard.

Article 15: Force majeure

- 15.1 Neither of the parties is required to comply with an obligation arising from the Agreement or from the formation of the Agreement if it has been hindered as a result of circumstances for which it is not to blame, or for which it cannot be held accountable by law, legal acts or according to generally accepted legal standards.
- 15.2 In any event, force majeure on the part of the Supplier will not mean: shortage of staff, breakdown of auxiliary equipment, liquidity and/or solvency problems, failures by third parties to comply with their obligations vis-à-vis the Supplier, epidemics, pandemics, riots, strikes, disasters or natural disasters, accidents, and government measures.
- 15.3 Either party may only rely on force majeure when it informs the other party as soon as possible of this and provides the necessary documentary evidence. However, either party may accept a reliance on force majeure for reasons of fairness even if the other party has not complied with the provisions in the previous sentence.
- 15.4 If such a situation occurs, the party will discuss which measures are necessary to prevent damage or hindrance for the Client as soon as possible and the Supplier will provide its assistance, if possible, with the performance of these measures and will make every effort to keep the damage or hindrance for the Client to a minimum.

IV MISCELLANEOUS PROVISIONS

Article 16: Intellectual property and other rights

- 16.1 The Supplier guarantees that the supplied Products and/or Services do not in any way breach third-party rights, including intellectual property rights such as copyright, patent and trademark rights. The Supplier will also indemnify the Client against claims by third parties in this regard.
- 16.2 Unless the Parties have agreed otherwise in writing, the intellectual property rights to the Products supplied and/or the results of the Services delivered and/or the rights to use them pass to the Client after acceptance by the Client in accordance with the provisions of Article 10 of these Conditions.
- 16.3 Unless otherwise agreed, all copyrights that can be exercised – wherever and whenever – with respect to the results of the Services performed will be vested in the Client. Based on the Agreement, these intellectual property rights are transferred by the Supplier to the Client at the time of their creation, which transfer is accepted now by the Client if the situation arises.
- 16.4 If the transfer of rights requires a further document to be drawn up, the Supplier will render its cooperation in the transfer of such rights to the

Client at the first request of the Client, without being able to attach any conditions or any further conditions, to such cooperation. Any costs associated with the creation of certain intellectual rights/property rights will be payable by the Client. The Supplier hereby irrevocably authorises the Client to have these intellectual rights/property rights transferred in the registers concerned.

- 16.5 Insofar as the results referred to in paragraph 2 are realised using existing intellectual property rights that are not vested in the Client, the Supplier grants the Client a non-exclusive right of use for an indefinite period. The Supplier guarantees in that case that it is entitled to grant the aforementioned right of use.
- 16.6 The Client will inform the Supplier as soon as possible about notices or claims from third parties and will provide it with all of the information and documents it possesses which are important for the defence.
- 16.7 The Supplier is entitled to enter into direct negotiations with the party bringing the claim and to conduct the proceedings or take over the proceedings against this party.

Article 17: Confidentiality

- 17.1 The Parties will treat the information about each other's organisations and the subject of the Agreement with strict confidentiality. Except where they have the prior written permission of the other party, neither of the Parties will make available to third parties any information, data and data carriers in its possession and these shall only be disclosed to the parties' personnel if required for the performance of the Agreement. The Parties will place their personnel and any third parties they engage under the obligation to comply with the confidentiality provisions in this Agreement and will also take all reasonable measures to ensure the confidentiality of this information and data.
- 17.2 All data and information that is generated or processed under this Agreement is deemed to be confidential. However, the following information is not considered confidential:
- Information and/or data that has already been made public or will be made public in accordance with the Agreement;
 - Information and/or data obtained from the other party that is designated as non-confidential;
 - Information and/or data that either party has legitimately obtained from a third party;
 - Information and/or data that is disclosed to a judicial body or official authority by express request or under a statutory obligation, in which case the party making the disclosure will immediately notify the other party, before the disclosure if possible, about this disclosure and the reason for the disclosure.
- 17.3 The Supplier may not publish/make public anything that can be traced back to the Client or which refers in any manner to the Client or to staff employed by the Client without explicit consent from the Client.
- 17.4 In the event of non-compliance with the provisions in the previous paragraph, the Supplier will be liable to a penalty that is immediately due and payable of €10,000 for each breach, to be increased by €1,000 for each day that the breach persists, without such requiring any judicial intervention and notwithstanding all of the Client's other rights. The Client retains the right to claim full compensation for the damage it has suffered in addition to the penalty.

Article 18: Processing of personal data

- 18.1 If the Supplier, as a processor within the meaning of the General Data Protection Regulation, processes personal data for the Client within the context of the performance of the Agreement, the Supplier guarantees that it will apply appropriate technical and organisational measures to ensure that the processing complies with the requirements of the General Data Protection Regulation and to guarantee the protection of the data subjects. The Supplier only processes personal data by order of and based on the written instructions of the Client, subject to statutory provisions to the contrary.

Article 19: Bribery, conflict of interests, and slavery

- 19.1 The parties will not offer each other or third parties any gift, reward, or compensation of whatever kind, which can be interpreted as an illegal practice, nor will they ask, accept or receive these from each other or third parties, for themselves or any other party. Any instance of such practice could constitute a reason for dissolution of the Agreement in whole or in part.
- 19.2 If it emerges that the Client's Personnel carries out any paid or unpaid ancillary position role for the Supplier without the Client having been informed of this by the Supplier at the time of entering into the Agreement, the Client may dissolve the Agreement with immediate effect, without any notice of default being required, without the intervention of the court, without being required to pay any compensation.
- 19.3 The Supplier must comply with all laws and regulations which may periodically enter force to combat slavery and human trafficking (including, but not limited to the English Modern Slavery Act 2015 and subsequent amendments to this act, which apply to the Client) and should pursue its

own policy and procedures to guarantee and demonstrate compliance with this. The Supplier will include provisions in its agreements with direct subcontractors and suppliers that are at least equally mandatory as the above obligations. The Supplier will inform the Client as soon as it gains knowledge of any actual or suspected slavery or human trafficking in a supply chain that is connected to the Products and/or Services.

Article 20: Termination

- 20.1 Without prejudice to the other provisions of the Agreement, either Party may terminate the Agreement in whole or in part by means of a registered letter and without the intervention of the courts, if the other party is in default or if performance is permanently or temporarily impossible, unless this failure, in view of its exceptional nature or minor significance, does not justify such termination.
- 20.2 If either of the Parties is unable to comply with its obligations under the Agreement as a consequence of force majeure, the other Party has the right to terminate the Agreement in whole or in part with due observance of a reasonable period by means of a registered letter and without the intervention of the courts and without this giving rise to any right to compensation. However, this may not take place before the expiry of a period of fifteen (15) working days from the date on which the event underlying the force majeure occurs.
- 20.3 The Client may terminate the Agreement extrajudicially, with immediate effect, in writing by registered post, and without any warning or notice of default if the Supplier applies for a moratorium, provisional or otherwise, or is granted a moratorium, provisional or otherwise, if the Supplier files a winding-up petition or is declared insolvent, if the Supplier's business is wound up, if the Supplier closes down its business, if a considerable part of the Supplier's assets are attached, if the Supplier undergoes a merger or division or is dissolved, or if the Supplier should no longer be deemed to be able to comply with the obligations under the Agreement, or if any permit or licence required for the performance of the Agreement is withdrawn.
- 20.4 If the Agreement is terminated, the Supplier reimburses to the Client the amounts that have been unduly paid to it increased with statutory interest on the paid amount from the date on which this was paid. If the Agreement is partly terminated, the repayment obligation only applies where the payments relate to the terminated part.

Article 21: Persistent provisions

- 21.1 Provisions that are intended to persist even after the end of the Agreement due to their nature will retain their effect after the Agreement has ended. In any event, these provisions include the provisions relating to the Applicability and Scope (Article 2, paragraphs 4 and 5), Guarantee (Article 12), Defects, damage, insurance and liability (Article 14), Intellectual property and other rights (Article 16), and Confidentiality (Article 17).

Article 22: Liability of Subcontractors Act

- 22.1 The Supplier will keep such records as to make it possible to record the actual wage costs per project. These wage costs will be specified on the invoice. The Client is authorized, in cases to be determined by it, to pay a part of the price, either through a blocked account or directly to the tax authorities. This part will be the amount for which the Client, in its estimation, is severally liable on the basis of the Liability of Subcontractors Act (in Dutch: 'Wet Ketenaansprakelijkheid') or other regulations.
- 22.2 Upon request, the Supplier will submit to the Client within thirty (30) days a certified copy of the Declaration of Payment History (in Dutch: "Verklaring Betaalgedrag") of the tax authorities with regard to the payment of social insurance contributions and wage tax for all persons hired in connection with the Agreement, which copy may not be older than three (3) months.
- 22.3 If the Supplier and/or the third parties it engages are/are in arrears with the payments of turnover tax, wage tax and employee insurance premiums, or if the Client has serious suspicions that arrears are involved, the Client will be entitled to suspend the payments of invoiced amounts in whole or in part, or to transfer them to a blocked account, until the statement referred to in article 22.2 has been obtained.
- 22.4 The Supplier shall indemnify the Client against any claim by the tax authorities in respect of contributions and taxes due for the persons concerned.

Article 23: Employment conditions

- 23.1 The Supplier will comply with the applicable legislation and regulations in the area of employment conditions and with the collective labour agreement (CAO) applicable to it and its employees while performing the Services.
- 23.2 The Supplier will set out all employment conditions for the performance of the Services in a clear and accessible manner.
- 23.3 The Supplier will, upon request and immediately, provide competent authorities with access to these employment conditions and cooperate with checks, audits or pay validation.
- 23.4 The Supplier will, upon request and immediately, provide the Client access to the employment conditions referred to in paragraph 2 if the Client considers this necessary in connection with the prevention or handling of a claim for wages with regard to work carried out for the performance of the Services.

- 23.5 The Supplier will fully impose the obligations arising from the previous paragraphs on all parties with which it enters into contracts for the performance of Services and will also stipulate that these parties will subsequently impose the aforementioned obligations in full on all parties with which they in turn enter into contracts for the performance of the Services.

Article 24: Personnel

- 24.1 The Supplier will only engage Personnel that are fully qualified, and where applicable, are adequately certified, and possess all of the required permits in order to perform work for the Client.
- 24.2 If the Supplier has to perform work on the Client's premises, the Supplier will inform the Client about the identity of the Personnel who will perform the work prior to the commencement of the work. The Supplier's Personnel will prove their identity when requested by the Client, by means of valid identification.
- 24.3 If the Supplier's Personnel does not comply in the view of the Client, the Client will consult on this matter with the Supplier. The Supplier will replace this staff member as soon as possible when the Client request this and provides reasons for doing so.
- 24.4 The Supplier guarantees that – if it has Personnel who do not have Dutch nationality – it will solely deploy Personnel that may perform work in the Netherlands and that possess a work permit where required. In the event of a breach of this provision, the Supplier will be liable to a penalty, that is immediately due and payable of €10,000 for each breach, and €1,000 for each day that the breach persists. This penalty does not affect the Client's other rights, including the right to claim additional and alternative compensation and/or compliance. The penalty will not be deducted from the Supplier's liability for compensation.
- 24.5 The Supplier indemnifies the Client for all claims by the labour inspectorate or the authority overseeing compliance with the Aliens Employment Act and/or the Aliens Act 2000. This is understood to include any penalties or administrative penalties that are imposed, and any legal-aid costs. The Supplier will compensate all damage incurred by the Client due to the aforementioned claims.

Article 25: Audits

- 25.1 The Client may perform an audit at the Supplier's premises, or have one performed by a third party.
- 25.2 An audit may cover, among other things (i) the compliance with the Agreement (ii) the compliance with the laws and regulations (iii) significant changes to facts or circumstances that may influence the Supply and its continuation and (iv) the identification of operational, organisational, and administrative risks.
- 25.3 The Supplier will cooperate fully with these audits. This is understood to mean, among other things, allowing timely inspection of books, records and other data carriers and all data, providing information for the audit and granting access to the Client or to a third party engaged by the Client to the places where the Supplies are fulfilled. If the Client or a third party engaged by the Client performs the audit, the Client will not consult the pricing arrangements between the Supplier and its suppliers, unless this has been specifically instructed by the Client's regulatory authority.
- 25.4 The audit will be announced in writing in due time and will take place in a manner that interferes as little as possible with the Supplier's business operations. During the audit, the Client or a third party engaged by the Client will observe the Supplier's in-company rules, in particular the rules concerning security and safety.
- 25.5 The reasonable costs for instructing the auditors and the Client's personnel as referred to in this article will be borne by the Client. The Supplier is responsible for its own costs.
- 25.6 If the Client or a third party engaged by the Client discovers considerable irregularities during an initial audit, the Client may perform a second audit, or have one performed, after the Supplier has stated to the Client, where appropriate, that it has remedied the irregularities identified. If it transpires during this second audit that the previously identified irregularities persist, contrary to this article, all costs of the second audit and any further audits will be borne by the Supplier.