

General Purchase Conditions of Frimex

1. The parties and descriptions

1.1 In these General Purchase Conditions, 'Frimex' is understood to mean Frimax B.V., Frimex Holding B.V., Frimex Installatie B.V., Frimex Service B.V. and 'the contractor' is understood to be the party from whom Frimex requests an offer and/or with whom it places a call-off order and/ or purchase order and/or with whom it enters into a framework agreement or whom it otherwise gives an assignment.

1.2 Furthermore, in these General Purchase Conditions, an 'assignment' is understood to be the call-off order and/ or purchase order and/or framework agreement between Frimex and the contractor.

2. Applicability

2.1 These General Purchase Conditions apply to all assignments given by Frimex, irrespective of whether this involves the (sub)contracting of work or the performance of services, including those involving the provision of workers, and furthermore to every request of Frimex to submit an offer which could result in an assignment to be given by Frimex.

2.2 The offers received by Frimex from the contractor will be binding for the term specified in the offer, but in any case for a term of three (3) months.

2.3 An agreement will be formed when a written assignment is given by Frimex, unless the contractor

has informed Frimex otherwise in writing within eight (8) days of the date of the assignment.

2.4 An assignment will always be given subject to the resolutive condition that Frimex does not receive the assignment for the work of which the work to which the contractor's offer relates forms a part.

2.5 Frimex explicitly rejects the applicability of any general conditions of purchase or sale or other conditions of the contractor, which the latter declares or is in the habit of declaring applicable, unless Frimex has explicitly accepted the applicability of such conditions, in writing.

3. Information and confidentiality

3.1 All designs, sketches, layouts, models, patterns, templates, specifications, drawings, technical information, special application methods and other information made available by Frimex to the contractor in order to prepare or carry out the assignment will remain the property of

3.2 Frimex, unless agreed otherwise in writing.

3.3 The contractor must check the correctness and completeness of the information provided by Frimex to the contractor immediately after having received this information. If and in so far as the contractor, on submission of the offer at the latest, fails to inform Frimex, in writing, of any incorrectness or incompleteness, the contractor will be deemed to

have accepted the information provided without reservation, and all consequences of the use of incorrect or incomplete information will be borne by the contractor.

3.4 The information provided by Frimex may not be used by the contractor for any purpose other than the preparation and execution of the assignment.

3.5 In the event that the making of drawings and calculations is included in the offer and/or assignment, these drawings or calculations must have been approved by Frimex before execution of the work is commenced. Approval of drawings and calculations will not discharge the contractor from its liability for hidden defects.

3.6 With regard to any goods delivered to Frimex by the contractor, the latter will guarantee Frimex that it will keep, in a proper manner, all the information and data that are or might be of importance to the Technical Construction File of these goods or to the obtaining and/or retaining of UL approvals, conformity statements and/or certificates (including CE declarations of conformity), etc., for the period specified in this respect in the applicable (inter)national regulations and that it will hand these over to Frimex on demand.

3.7 After the execution or early termination of the assignment, the contractor must return to Frimex, on the latter's demand and without delay, all the information provided to the

contractor, including any copies and/or photocopies of such information, and guarantee that no information has been left under its management.

3.8 The contractor will maintain absolute confidentiality

3.9 with regard to all the information referred to in Article 3.1, other information and know-how relating to the assignment or to the business of Frimex and its affiliated companies of which the contractor has become aware in connection with the assignment it has been given.

3.10 Subject to the prior written permission of Frimex, the contractor will not communicate with third parties about the collaboration with Frimex and its client and/or refer to offers in connection with this and/or assignments with Frimex in publications or advertisements in magazines, (news)papers, reports, business letters, brochures and/or other publications.

4. Laws, regulations, permits/licences

4.1 The contractor will be deemed to be familiar with all the statutory provisions and other regulations applicable to the execution of the assignment, including, but not limited to, those concerning safety, working conditions and the environment. The contractor will be obliged to take all measures required in order to comply with such provisions and regulations.

4.2 Any instructions given by Frimex concerning the compliance with statutory and other provisions and regulations must be followed at all times by the contractor.

4.3 Frimex will be

indemnified by the contractor, without reservation, against any loss, damage, costs and other adverse consequences, of whatever nature, that may arise as a result of a failure on the part of the contractor to take measures to comply with statutory and other provisions and regulations, or to follow instructions given by or on behalf of Frimex.

4.4 The contractor must be in possession of, or must obtain, prior to commencement of the work, all the permits and/or licenses, exemptions and other decisions under public and private law, which are required or prescribed for the execution of the assignment, unless otherwise agreed in writing.

5. Price

5.1 The price or contract price agreed on with the contractor is a fixed price, excluding VAT, and will be in the currency specified in the assignment.

5.2 Any changes in the costs of materials, wages or other costs or taxes payable by the contractor will not be offset, unless specified otherwise in the assignment, with the proviso that, in the event of a general market price reduction during the term of the assignment, the price of the goods in question will be reduced in accordance with the market price reduction.

5.3 The costs involved in making the offers and/or delivery of samples and/or trial deliveries will be borne by the contractor, unless otherwise agreed in writing.

6. Delivery of materials

6.1 The materials to be delivered by the contractor must comply with the

following:

1. the description and/or specifications given by Frimex to the contractor;
2. the reasonable expectation which Frimex may have in this respect with regard to properties, quantities, quality and/or reliability, etc.

6.2 All goods will be properly and reliably packed by the contractor, with due observance of all the applicable statutory provisions, in such manner that they will reach the place of delivery in good condition and will be suitable for storing. The contractor will be liable for any damage and/or loss caused as a result of insufficient or faulty packaging. The order number, item number and quantity of the contents must be specified on the packaging in a manner that is easy to read. The contractor must take its packaging material back free of charge when first requested to do so and process the material or have it processed in a verifiable, environmentally responsible manner.

6.3 Unless stated otherwise in the assignment, the delivery of materials will be on a 'Delivery Duty Paid' (DDP) basis, in accordance with Incoterms 2000, at the address of the project location specified by Frimex. In the event that an address of the project location is not specified, the contractor must inquire of Frimex, in good time before delivery of the materials, at what address the materials must be delivered. All costs involved in the transport, including, but not limited to, the costs of insurance, unloading and other

delivery costs, of whatever nature, will be borne by the contractor.

6.4 Delivery of the materials must take place after consultation about the date and time but always on the agreed delivery date and/or within the agreed delivery period. Without permission from Frimex, delivery and unloading of materials outside normal working hours will not be possible. In the event that Frimex is unable to take delivery of the materials within the agreed delivery period, the contractor will provide storage and surveillance at its expense, until such time as delivery can take place.

6.5 With every consignment sent to Frimex by the contractor, the following must be included:

1. a consignment note stating the order number, the number of packages and the weight;
2. a packing list stating: the order number, item number, description of the goods and, if available, the unique serial number of the product;
3. in so far as relevant with regard to the goods, the applicable handling, processing, connection, operating and maintenance instructions;
4. a product information sheet which will be provided with each delivery of chemical and other dangerous substances, containing instructions with regard to the personal protective equipment to be used and other regulations concerning the environment, safety, health and hygiene. This sheet must also specify which measures must be taken in the event of accidents, fire or other

contingencies. Unless stated otherwise in the assignment, all the regulations and instructions referred to above must be in Dutch.

6.6 The manner in which all the materials delivered will be inspected on-site will be determined by Frimex and/or by or on behalf of Frimex's client. Frimex will also be authorized to inspect the materials during the production process or to have this done. All the information and facilities required for the inspection must be made available to Frimex by the contractor, free of charge. All the materials that are rejected, for whatever reason, must be replaced immediately by the contractor, at its expense. In that case, Frimex will be authorized to cancel the assignment given to the contractor, in accordance with Article 22 of these General Purchase Conditions. In the event that any materials are damaged, they may be repaired instead of replaced, but only with Frimex's written permission. In the event that the materials are approved, this will not discharge the contractor from any guarantee obligation or liability.

6.7 In the event that delivered, unused, general commercial goods become surplus goods and/or unusable due to changes, they will be taken back by the contractor within three (3) months of delivery, at the invoiced price. Frimex will ensure that these goods are dispatched 'Delivery Duty Paid' (DDP), as referred to in Incoterms 2000.

6.8 Frimex has the right to demand that a CE declaration of conformity or a certificate

of approval or a similar statement be provided, showing that the materials to be delivered or to be processed by the contractor have been inspected or approved by an approved, independent body. The contractor guarantees that the composition and properties of the delivered materials or the materials used in the work comply with all the applicable environmental, safety, health and hygiene requirements, and that the contractor will provide Frimex, by way of proof, with an approved certificate of quality. The contractor will be liable for any damage and/or loss which Frimex might suffer as a result of a failure in this respect on the part of the contractor, whereas the contractor will indemnify Frimex as well as Frimex's client against any claims by third parties against Frimex as a result of such a failure. The costs involved in providing the certificate, statement or declaration will be borne by the contractor. A certificate, statement or declaration as referred to in this article will not discharge the contractor from its liability or any guarantee it has provided.

6.9 Frimex will be made aware in writing immediately of any changes in the composition of the materials to be delivered, failing which the contractor will be liable for any ensuing damage and/or loss.

7. Transfer of risk and ownership

7.1 The ownership and risk of the materials will transfer to Frimex at the time of delivery, with the proviso that, where materials are

concerned that are rejected, the ownership and risk will never be deemed as having transferred to Frimex. In the event of an advance payment or payment in instalments, ownership will transfer as soon as Frimex has made the first payment.

7.2 Until such time as delivery is effected, the contractor must:

- (1) at its own expense, provide explicitly recognizable marking or proper identification of the materials as the property of Frimex and maintain and store the materials properly, in good condition and separate from the contractor's products and information and indemnify Frimex against claims from third parties;
- (2) at its own expense, take out insurance covering the risk of damage and/or loss. The insurance policy must
- (3) state that any payment of claims on account of lost or destroyed or damaged goods will be made directly to Frimex. At Frimex's request, the contractor will allow Frimex to inspect the policy and policy conditions or provide Frimex with the original or a copy of the insurance certificate. The contractor must immediately notify Frimex, in writing, of any claim regarding damage and/or loss.

8. Subcontracting

8.1 In so far as not provided otherwise in the assignment or in the applicable specifications, the Uniform Administrative Provisions for the Execution of Works (Uniforme Administratieve Voorwaarden voor de Uitvoering van Werken, UAV 1989) will also apply in the event of (sub) contracting or,

in the event that the assignment relates to technical systems, the Uniform Administrative Conditions for the Execution of Electrical, Mechanical and Plumbing Works (Uniforme Administratieve Voorwaarden voor de Uitvoering van Technische Installatiewerken, UAVTI 1992).

8.2 In the event that the assignment relates to services, (sub)contracting and/or making available workers, the contractor must make the following available to Frimex, if and in so far as required or applicable:

- (1) a valid Declaration of Income Tax Status (Verklaring Arbeidsrelatie, VAR), namely a Declaration of Income Tax Status (income from activities at the company's risk and expense) (Verklaring Arbeidsrelatie-inkomsten uit werkzaamheden voor rekening en risico van de vennootschap, VAR-dga) or a Declaration of Income Tax Status (profits from business activities) (Verklaring Arbeidsrelatie-winst uit onderneming, VAR-wuo), as referred to in Sections 156 and 157 of Book 3 of the Income Tax Act (Wet inkomsten- belasting 2001);
- (2) the licence to establish a business;
- (3) an extract from the Commercial Register of the Chamber of Commerce and Industry which is not older than three (3) months;
- (4) a statement relating to the payment of income tax, which is not older than three (3) months;
- (5) a copy of the G-account agreement with the institution where the account is held;
- (6) copies of identification documents as referred to in

the Compulsory Identification Act (Wet op de identificatieplicht) of all the workers engaged by the contractor;

- (7) copies of 'E101 declarations' of all foreign workers engaged by the contractor in the event that national insurance contributions are imposed by the country of residence;
- (8) copies of the documents showing the residency status with regard to the performance of work of all Foreign Workers engaged by the contractor, within the meaning of the Aliens Act (Vreemdelingenwet 2000) or proof of notification of the Centre for Work and Income (Centrum voor Werk en Inkomen, CWI), as referred to in Section 1(e),
- (9) subsection 1(b) of the Implementation of the Foreign Nationals (Employment) Act Decree (Besluit uitvoering Wet arbeid vreemdelingen).

(10) Changes in the information referred to under (1) to

- (11) (8) inclusive must be reported to Frimex immediately. On expiry of the period of validity of the declarations, statements and documents referred to under (1) to (8) inclusive, a replacement declaration, statement or copy must be presented immediately.

8.3 The contractor will not submit a quotation or make an offer to Frimex's client concerning work or deliveries related to a request for a quotation made by Frimex or work already assigned. Without consulting Frimex, the contractor will not make any arrangements with Frimex's client and/or management of the work

concerning any offer, work already assigned or matters relating to the work.

9. Personnel

9.1 The personnel deployed by the contractor for the execution of the assignment will be under its supervision and responsibility. Without Frimex's prior permission, the contractor may not put to work any other personnel than its own skilled personnel.

9.2 Personnel on-site at the project location must at all times be able to provide proof of identity with an identity document as referred to in the Compulsory Identification Act. Any foreigners within the meaning of the Aliens Act 2000, employed by the contractor, must at all times, in addition to a valid identity document, be able to provide a certificate of notification of the Centre for Work and Income or a work permit showing that the person has the right to perform work at the location in question. Frimex will be authorized to make copies of these documents.

9.3 In the event of misconduct or unsuitability of the contractor's personnel or in the event of a refusal to comply with rules or instructions relating to safety, employment conditions, order or environment, Frimex and/or its client will have the right to deny the offender(s) access to the work or to remove the offender(s) from the work. In such a case the contractor will be obliged to provide replacement personnel immediately which does meet the requirements, without Frimex being obliged to pay the contractor any ensuing costs. In such a case the contractor will of course

also be liable for any loss which Frimex may sustain as a result.

9.4 The working hours and rest periods at the project location and general public holidays or public holidays recognized at the location of the work, as well as holidays or other collective days off, prescribed by the law or in a collective agreement by which Frimex is bound, will also be observed by the contractor. Frimex will not be liable for additional costs that may arise in this respect for the contractor.

9.5 The required protective equipment will be made available by the contractor to its own personnel, at its own expense.

9.6 Frimex must be informed immediately of any accidents at the project location in which the contractor's personnel is involved.

9.7 Frimex will not be liable in the event that the contractor's share of work cannot be carried out as a result of a strike or other form of labour unrest among Frimex's personnel or that of a third party. The contractor may not stop carrying out its share of work without Frimex's prior written permission.

9.8 The contractor will fulfil all its wage and other obligations towards its personnel in a proper manner, as well as the obligation to pay wage tax and employed persons' insurance contributions and pension contributions. Frimex will be able to recover from the contractor any wage and other payments to be made by Frimex to the contractor's personnel or to personnel of a subcontractor, pursuant

9.9 to an applicable collective agreement. In respect of such sums, the contractor must pay Frimex the statutory interest.

9.10 In the event that this is laid down in the Additional Provisions, which may form part of an assignment, the contractor's personnel must work at the project location with due observance of a safety management system certified in accordance with the Contractors' Safety Checklist (Veiligheids Checklist Aannemers, VCA).

9.11 The contractor must submit a list to the client every week, containing the names and tax and social insurance numbers/citizen service numbers of the workers engaged by the contractor in the execution of its share of the work. The contractor will furthermore include a list of the number of hours worked by each of these workers.

9.12 Unless agreed otherwise, the contractor will not be permitted to employ, either directly or indirectly, any employee of Frimex or to have such employee carry out

9.13 work in any other manner for the contractor or to approach such employee for a position elsewhere.

10. Equipment

10.1 Unless stated otherwise in the assignment, the contractor must provide all the tools and other equipment required for the execution of the work.

10.2 The contractor is obliged to prove, to Frimex's satisfaction, that all the equipment and tools of the contractor are in a good state of repair and comply with all the applicable safety

requirements. To this end, inspection certificates or comparable documents must be available for inspection at the project location. The use of equipment or tools which do not meet all the requirements is prohibited. In such a case, the contractor must replace them at its own expense. The contractor will also be liable for any damage and/or loss or costs, of whatever nature, as a result of the use of equipment or tools which do not meet the requirements.

10.3 Frimex will not be obliged to guard or insure the tools, protective equipment, equipment or other property of the contractor or its personnel. The contractor will in all cases bear the risk of loss or damage.

10.4 The horizontal and vertical transport necessary for carrying out the assignment will be at the risk and expense of the contractor, unless stated otherwise in the assignment.

10.5 The contractor will not be permitted to remove equipment belonging to Frimex from the project location or to use such equipment or allow others to use it, unless agreed otherwise in writing.

11. Execution

11.1 The progress of the work will be laid down by the contractor on the instructions of Frimex in reports which will be submitted by the contractor to Frimex for signing each week.

11.2 An employee must always be present at the work location who is authorized by the contractor to attend site, work and other meetings on behalf of the contractor and who is authorized to represent the contractor in all

matters concerning the execution of the assignment. On commencement and termination of the work, this employee must report to the general foreman at the work location.

11.3 The electric power required by the contractor in order to carry out its share of the work will be made available by Frimex, unless and in so far as the power installed at the project location will be exceeded. Frimex will never be liable for the consequences of breakdowns or failure of the power supply at the work location.

11.4 The contractor will not be permitted to place its own workmen's huts, storage space, toilet units or the like at the project location, unless it has obtained Frimex's prior written permission. The contractor may only use the telephone, fax and internet at the project location if this is necessary for the execution of the work and on payment of the costs. Vehicles may not be garaged at the project

11.5 location, other than on the parking spaces provided for this purpose, unless agreed otherwise in writing.

11.6 The place and manner of unloading and storing the contractor's equipment, auxiliary tools and waste containers, etc. will be made known to the contractor in good time by Frimex.

11.7 The project location and any area where the contractor will perform work may not be made dirty or polluted by the contractor and must be made available to Frimex on termination of the work in a good and clean condition.

11.8 Any packaging material, hazardous waste (sepa-

rated) and other construction waste resulting from the contractor's work must be deposited by it in its own waste containers (Article 11.5) and removed by the contractor from the work location at its own expense, with due observance of the applicable statutory provisions.

11.9 Demolition work is not permitted without Frimex's permission.

11.10 The safety and health plan to be drawn up for the work in accordance with the Working Conditions Decree (Arbeidsomstandighedenbesluit) and related regulations will be complied with by the contractor without reservation and it will be obliged, without being able to claim any additional payment, to follow all the instructions given to it by the coordinator appointed by Frimex, which is responsible for the supervision of the compliance with the plan.

12. Contracting work out

12.1 Without Frimex's permission, the contractor may not have the assignment carried out wholly or in part by a third party. The contractor will at all times retain full responsibility for the work or deliveries contracted out by the contractor to a third party with Frimex's permission.

12.2 In agreements with third parties to whom the contractor has contracted out the assignment (or part thereof) with Frimex's permission or from whom the contractor has borrowed workers, these General Purchase Conditions must be declared by the contractor to apply equally to the agreement(s) to be concluded between it and the third party/parties in question.

13. Commencement, term, completion

13.1 The completion period referred to in the assignment is binding, with the proviso that Frimex will at all times have the right to extend this period to a date to be specified later. Frimex will, in so far as necessary, indicate when the contractor may commence execution of the assignment, unless the date of commencement is specified in the assignment. The assignment must be carried out by the contractor in such an expeditious manner, in accordance with the time schedule given by Frimex and in consultation with the general foreman at the work location, that the progress of the work will not be delayed. To this end, the contractor must in particular have sufficient skilled personnel at its disposal at all times.

13.2 In the event that it is not possible to commence execution of the assignment on the specified date, Frimex will not be liable for the consequences of such postponement, irrespective of the cause, or for the consequences of any interim changes to the time, work or construction schedule or other delays in the progress of the work. The contractor will under no circumstances have the right to cancel the assignment for these reasons.

13.3 The consequences of unworkable weather will at all times be borne by the contractor.

13.4 Frimex must be informed immediately of any (imminent) delay in the progress of the execution of the assignment or if the completion date of the

assignment is (likely) to be exceeded. If such a delay or the fact that the completion date will be exceeded is the result of a circumstance attributable to the contractor, it will be in default

13.5 by operation of law and Frimex will have the right either to set a further period in which the contractor may as yet fulfil its obligations or to withdraw the assignment given, in accordance with Article 22 of these General Purchase Conditions. In the first case, Frimex may require that the contractor deploy additional personnel without any right to additional payment or that the contractor have its personnel work overtime in order to minimize the delay or period during which the completion date is exceeded.

13.6 In the event that a delay in the progress of the work or postponement of the completion of the work is the result of a circumstance attributable to the contractor, Frimex will have the right to recover from the contractor any loss sustained by Frimex or others as a result. This loss includes any discounts or penalties imposed on Frimex by or on behalf of Frimex's client.

13.7 In so far as this has not already been done, the contractor must make maintenance and operating instructions as well as record drawings available to Frimex no later than on completion of the work. Systems must be delivered in working order, fully adjusted and operational. This applies mutatis mutandis in the case of repaired and/ or replaced systems, as referred to in Article 16.3 of the General Purchase Conditions.

14. Additional and less work

14.1 In the event that the contractor believes that there may be additional or less work, the contractor must inform Frimex of this fact immediately, in writing, stating the consequences as regards time and money. The execution may not be commenced until such time as an additional written assignment has been given.

14.2 Any additional or less work will not be settled until after it has been approved by Frimex. Any work carried out by the contractor without Frimex's written approval but which the contractor has been instructed to carry out by Frimex's client without Frimex's intervention will be at the risk and expense of the contractor.

14.3 The mere change to a time or work schedule does not give any entitlement to settlement of additional work.

15. Quality, inspection

15.1 Frimex has the right to inspect or to have an inspection carried out of the goods delivered by the contractor or the work performed by the contractor, in the manner desired by Frimex. Frimex will also have the right to inspect the goods during the production process or to have this done. The contractor will be obliged to make available to Frimex, free of charge, all the information and facilities required for the inspection.

15.2 Frimex or the agent designated by it for this purpose will have the right to check and inspect all the goods at the location where they are manufactured without this involving any additional costs for Frimex. If this situation arises, the contractor states that it will

grant access to the places where the goods are produced or stored and that it will cooperate in the required inspections, checks and tests and provide the required documentation and information, at its expense. The contractor will, if necessary, notify

15.3 Frimex in good time when the inspection, check and/or test can take place. Frimex and the contractor have the right to be present during the inspection, check and/or test.

15.4 The contractor will, at its expense, repair any defects which have resulted in the goods being rejected immediately on being informed of the rejection, within a period to be set by Frimex. In the event that, in Frimex's opinion, repair is not possible or is not a realistic option, the contractor will ensure that the goods are replaced, without prejudice to Frimex's rights to terminate the agreement wholly or in part, in accordance with Article 22 of these General Purchase Conditions.

15.5 After consulting the contractor with regard to any compensation to be received in this respect, Frimex will have the right, should it so choose, to:

15.6 process and/or repair the rejected goods itself;

15.7 keep and use the rejected goods.

15.8 In addition, the goods that have been rejected must be removed by the contractor at its expense on Frimex's demand. Until such time as this has been done, these goods will be stored by or on behalf of Frimex at the

15.9 risk and expense of the contractor. Frimex will have

the right to remove any rejected goods not taken back by the contractor, or to cause this to be done, at the contractor's expense.

15.10 Approval of the delivered goods will not discharge the contractor from its guarantee obligations and its other obligations arising from the assignment and/or these General Purchase Conditions.

16. Guarantees

16.1 The contractor will guarantee Frimex, and on its demand also Frimex's client, that the assignment will be carried out by the contractor in accordance with the requirements of good and proper work, subject to the conditions of the assignment, and furthermore with due

16.2 observance of all other applicable requirements, standards and regulations. All goods or materials to be delivered or to be processed will be new and furthermore of good quality and free from design, manufacturing, assembly or material defects and must in all respects be in accordance with the samples provided to the contractor and suitable for their intended purpose, in accordance with the requirements of the applicable statutory, contractual and/or other provisions.

16.3 In the event that no period and/or commencement date is stipulated in the applicable specifications, a guarantee period of twenty-four (24) months after completion or delivery of the goods and/or the work will apply, unless agreed otherwise in writing.

16.4 All defects discovered by Frimex must be repaired on Frimex's demand by the contractor, at the contractor's

expense. Frimex may also claim replacement in lieu of repair. In the event that the contractor fails to fulfil its obligations in this respect, Frimex will have the right to have a third party provide the relevant repairs or replacement, at the contractor's expense, without any further demand. In the event of repair or replacement, the applicable guarantee period will apply again for the full term and will not come into effect until the repair or replacement has taken place.

16.5 The contractor guarantees that the delivered goods, or equivalent or better goods with the same specifications and dimensions, will be available for service purposes

16.6 for a period of ten (10) years, unless agreed otherwise in writing.

16.7 The guarantee certificates required in accordance with the assignment must be submitted to Frimex on delivery at the work location in the event that goods are concerned which may not be used by the contractor in the work. In case of subcontracting, drafts of the guarantee certificates to be provided by the contractor must be submitted to Frimex for assessment and approval no later than on commencement of the work. Frimex will have the right to suspend payment of (instalments of) the price or contract price agreed on with the contractor and all other sums which might be payable by Frimex to the contractor for whatever reason, until such time as the contractor has fulfilled its obligations in this respect.

17. Liability, insurance

17.1 Frimex is entitled to compensation for all damage and/or loss, of whatever nature, including, but not limited to, trading loss, consequential loss and/or loss of profits, resulting from any defects in the goods or materials delivered by the contractor or the work carried out or any other failure attributable to the contractor.

17.2 The contractor will furthermore be liable for all damage and/or loss resulting from errors on the part of the contractor's employees or other persons used by the contractor in the execution of the assignment. The contractor will indemnify Frimex against all claims from third parties which may be submitted against Frimex.

17.3 The contractor must take out proper insurance, at its own expense, covering the statutory and contractual liability of the contractor for damage and/or loss which may arise in connection with or in the execution of the assignment. On Frimex's demand, the contractor will allow Frimex to inspect the policy and policy conditions or provide Frimex with the original or a copy of the insurance certificate. In the event that the contractor, if appropriate, is included under one of Frimex's insurance contracts or under that of the client's work location, the contractor will in that case solely be covered for damage to the materials designated for the execution of the assignment, or at any rate for damage to goods used by the contractor in the execution of its share of the work. In the situation described above, in which the contractor is included under

the policy, the contractor will only be covered, should the occasion arise, if and in so far as the contractor is not or would not have been insured had the cover under one of Frimex's insurance contracts or that of the client's work location

17.5 not existed, notwithstanding the relevant provisions in

17.6 the applicable specifications or what has otherwise been agreed on with Frimex. The cover under one of Frimex's insurance contracts or that of Frimex's client will never include the risk of damage or loss of equipment or tools that are the contractor's property, nor that of damage or loss of property of the contractor's employees. The excess will at all times remain or, in the event of inclusion under Frimex's policy, will be payable by the contractor.

17.7 The liability for motor vehicles used on Frimex's premises or at the project location must be covered under an insurance policy which complies with the requirements of the Civil Liability Insurance (Motor Vehicles) Act (Wet aansprakelijkheidsverzekering motorrijtuigen).

18. Industrial and intellectual property rights

18.1 The contractor guarantees that the use of the goods or materials delivered by the contractor or the materials used in the work does not infringe any industrial or intellectual property rights of third parties and the contractor indemnifies Frimex against any claims submitted with regard to such an infringement.

19. Invoicing

19.1 All invoices must comply with the requirements of Section 35 of the Turnover Tax Act (Wet op de omzetbelasting 1968) or that of any other alternative statutory provisions. Every invoice must contain at least the following information:

- name and address of the contractor;
 - the order number, any item numbers and the period to which the invoice relates;
 - a description and the number and weight of each item delivered;
 - the price agreed on the purchase order or framework agreement;
 - the project number, if this has been specified in advance;
 - if applicable, the amount of the turnover tax payable, stating the VAT number and, if applicable: 'reverse-charged turnover tax';
 - the contractor's Chamber of Commerce registration number;
 - the period in which the work to which the invoice relates has been carried out at the work location;
 - if applicable, the wage bill included in the invoice amount and also the amount that must be transferred to the contractor's G-account, in accordance with the assignment, as well as the account number and the name of the bank where the account is held.
- 19.2 In the event of (sub)contracting, time sheets must be appended in duplicate to each invoice, stating the names, addresses, dates of birth, registration numbers and tax and social insurance numbers/citizen service numbers of the employees engaged each week in the

execution of the work to which the invoice relates, as well as a specification of the number of hours worked by each of them, and furthermore a work, assignment or production slip signed by the manager and general foreman at the work location. Without a slip, an invoice will be regarded as not having been submitted.

19.3 In the event of (a difference of opinion regarding) the delivery of goods or materials, the contractor must provide Frimex, on the latter's demand, with proof of receipt of the delivered goods or materials, signed by or on behalf of Frimex.

19.4 Every invoice must be prepared cumulatively, i.e. the invoice must state the total amount claimed by the contractor with regard to the work carried out by the contractor until the invoice date. Invoice amounts submitted earlier will be deducted from this amount. With regard to the balance of additional or less work, the contractor must submit a separate invoice.

19.5 Payment of invoices which fail to meet all of the requirements specified in these General Purchase Conditions will be suspended until such time as the contractor has provided the missing information.

19.6 Invoices sent by the contractor to Frimex after six

19.7 (6) months, counting from the date of delivery of the goods and/or materials or completion, will not be accepted by

19.8 Frimex. The contractor's right to payment of these invoices will lapse as a result.

20. Payment

20.1 Payment will not constitute a waiver of any right and may only be effected if and in so far as the goods or materials delivered or work performed by the contractor have been approved by Frimex and the contractor has also fulfilled all its other obligations arising from the assignment and these General Purchase Conditions. Payment must be effected within sixty (60) days of receipt of the invoice.

20.2 In the event of (sub)contracting or if the contractor has made workers available to Frimex, Frimex will

20.3 at all times have the right to pay the employed persons' insurance contributions, wage tax and turnover tax which Frimex is liable to pay pursuant to the law, in connection with work assigned to the contractor, by transferring the relevant amount into the contractor's G-account or by paying it, chargeable to the contractor, to the competent collector of State taxes or the administration agency concerned.

20.4 Amounts paid in such a way will be applied to reduce the price or contract price agreed on with the contractor and, in as much as possible, will serve as settlement in full.

20.5 On payment into the contractor's G-account, the contractor will be obliged to comply with the further regulations laid down in the Implementing Regulations for the Liability of Recipients, Subcontractors and Clients (Uitvoeringsregeling, inleners-, keten- en opdrachtgeversaansprakelijkheid 2004), as referred to in Section 34(6) and 35(5) of

the Collection of State Taxes Act (Invorderingswet 1990).

20.6 The money deposited by Frimex into the contractor's G-account may only be used by the contractor for payments to the competent collector of State taxes or to make payments into the G-account of a subcontractor to whom the contractor has assigned the execution of (part

20.7 of) its share of the work. As long as Frimex still runs the risk of being held liable for payment of employed persons' insurance contributions, wage tax or turnover tax payable by the contractor and for which Frimex is liable pursuant to the law, in connection with the work assigned to the contractor, Frimex will have the right to suspend any payment that might be due to the contractor for whatever reason.

20.8 In the event that the contractor proves to be unable to fulfil its payment obligations towards a third party which the contractor has assigned to carry out all or part of the assignment given by Frimex, Frimex will have the right to pay the amounts payable by the contractor directly to the third party involved. In such a case, Frimex will be able to set off all the payments which Frimex has made at the contractor's expense against all the payments due by Frimex to the contractor now or in the future.

20.9 The contractor declares without any reservation that it waives its right of retention or any other statutory right of suspension.

20.10 Frimex will have the right to set off any amounts payable by Frimex to the

contractor against any amounts payable by the contractor to Frimex, for whatever reason, now or in the future, which includes any amounts that are not yet due.

20.11 The contractor also accepts that all other companies and legal entities that are a member of the same group as

20.12 Frimex will have the right, as joint and several creditors, to set off all amounts payable to Frimex by the contractor.

20.13 In the event of payment in instalments or in advance, Frimex will have the right, prior to payment being made, to require an unconditional and irrevocable bank guarantee, in addition to or in lieu of transfer of ownership, from a bank acceptable to Frimex. The contractor may only claim payment in instalments or in advance if this has explicitly been agreed. All payments will be considered to be an advance payment of the final settlement.

20.14 The invoice date will also be the commencement date of any additional discount and/or bonus schemes, unless agreed otherwise.

20.15 Prompt payment discounts will not be charged.

21. Security, transfer prohibition and pledging

21.1 Frimex will have the right to require of the contractor that it provide security, to Frimex's satisfaction, for the fulfilment of its obligations arising from the assignment.

21.2 Amounts payable by Frimex to the contractor now or in the future may not be pledged or disposed of in any other manner whatsoever

without Frimex's written permission.

22. Termination

22.1 In the event of a failure on the part of the contractor to fulfil its obligations arising from the assignment given by Frimex to the contractor, Frimex will have the right, without any prior demand or notice of default, to cancel the assignment wholly or in part by means of a mere written statement sent to the contractor.

22.2 In the event of cancellation, Frimex will be able to claim payment of any loss, of whatever nature, which Frimex may suffer as a result. This loss will include the additional costs payable by Frimex in order to have the assignment given to the contractor carried out or completed by a third party. The loss payable by the contractor will in any case be set at an amount equivalent to ten (10) per cent of the price agreed on with the contractor. In the event that the actual loss sustained by Frimex exceeds this amount, Frimex will have the right to claim payment of the actual loss. Frimex may be able to deduct the amount of the loss which it has the right to claim payment of from payments which it owes the contractor. All payment obligations which Frimex might have will be suspended until the amount payable to Frimex by the contractor as

22.3 a result of the cancellation of the assignment has been established.

22.4 Frimex will never be obliged to pay any form of compensation or make any payments whatsoever on account of a cancellation of the assignment given to the

contractor.

22.5 In the event that the assignment is cancelled, the contractor will be obliged to take back the goods and/or materials delivered by the contractor, which Frimex can no longer use due to the cancellation, as soon as possible but in any case within one month of the cancellation, on reimbursement of all payments which the contractor may already have received.

22.6 The provisions of this article will apply mutatis mutandis in the event that the contractor applies for a moratorium or files a winding-up petition or a petition for the liquidation of the contractor is filed by third parties, or the contractor is granted a moratorium or is declared insolvent or the contractor ceases its business operations, winds up its business or transfers its business to a third party.

23. Priority

23.1 In the event that the assignment given to the contractor is contrary to the provisions of these General Purchase Conditions, the provisions of the assignment will at all times prevail.

23.2 In the event that the administrative conditions of specifications also apply to the assignment given to the contractor, the provisions of the assignment will at all times prevail over the conditions of the specifications in the event of any contradiction, and the conditions of the specifications will prevail over these General Purchase Conditions.

24. Applicable law, disputes

24.1 The assignment given to the contractor is governed

24.2 by the laws of the Netherlands. In the event of conflict of any provision of the assignment or of these General Purchase Conditions with the express requirements of mandatory law, such provision will have no binding effect but the other provisions will remain unimpaired.

24.3 Any disputes which may arise as a result of the assignment given to the contractor or as a result of any further assignment will be settled by the competent court in Breda, the Netherlands, unless a different dispute settlement procedure has been included in the assignment or, if applicable, in the applicable specifications. In that case, such procedure will also apply to disputes which may arise between the contractor and Frimex.

24.4 If and in so far as the contractor has its registered office outside the Netherlands, Frimex (on exclusion of the contractor) may, without prejudice to the foregoing, at all times have any disputes arising with the contractor settled by the foreign court which will then have jurisdiction.

24.5 In the event that any dispute is settled in Frimex's favor, the contractor will be obliged to pay Frimex all the legal and other costs, including the costs of legal assistance, even if these costs were not awarded by the court.

These General Purchase Conditions have been filed with the Chamber of Commerce and Industry for Zuidwest- Nederland, under number 7335 8738. February 2019.