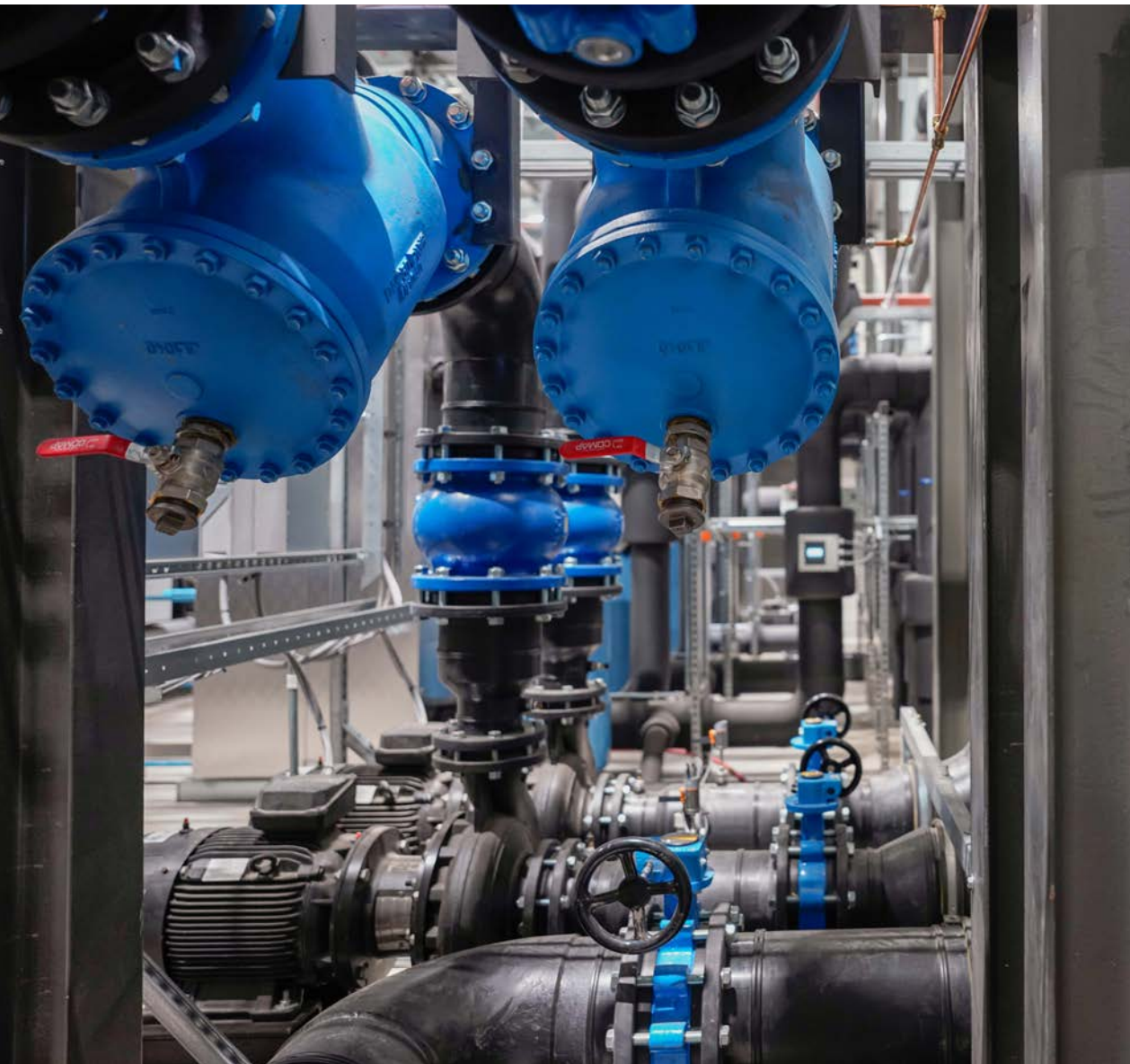




GENERAL PURCHASING CONDITIONS

These General Conditions have been registered on the 1st of October
2021 at the Chamber of Commerce under number 30059821





PART I. GENERAL PROVISIONS

1. Definitions

The following definitions apply in these General Purchasing Conditions:

General Purchasing Conditions

These EQUANS General Purchasing Conditions. In addition to Part I. of the General Provisions, the General Purchasing Conditions consist of the following parts:

- Part II. Special Provisions for Contracting Work
- Part III. Special Provisions for Maintenance Work
- Part IV. Special Provisions for Services

Agreement

Any agreement, including the specific and general terms and conditions, agreed between the Parties.

Contractor

Any person or legal person who concludes an Agreement with EQUANS and/or who makes EQUANS an Offer for the delivery of a Performance.

Custom Software

Software designed and produced specifically for EQUANS and all software other than Standard Software, including source code, technical documentation, specifications, data models and related algorithms for this software, as well as all changes to the foregoing.

Custom Work

Custom Software and all results created by or resulting from the performance of the Agreement by the Contractor, and that has been made or will be made specifically for EQUANS, including methods and techniques used specifically for EQUANS in installation, implementation or other work, as well as all changes to all of the foregoing. All of this is at a level sufficient to enable EQUANS to understand, maintain and develop the Custom Software or the Work.

Employee

All persons, with or without a contract, working for and engaged by the Contractor for the performance of the Agreement.

EQUANS

ENGIE Services Nederland N.V., acting under the name EQUANS and all legal persons and companies affiliated to it.

Framework Agreement

The agreement setting out the terms and conditions under which EQUANS may award Contracts to the Contractor.

HSE Project Plan

The project-specific health, safety and environmental plan for the implementation phase.

Intellectual Property Rights

All intellectual and industrial property rights (including copyrights, database rights, rights relating to know-how, registered and unregistered designs, applications for any of those rights, designs and inventions, neighbouring rights, patent rights, trade names and trade marks) as well as all similar rights and rights under licences, consents or otherwise.

**Maintenance Work**

The maintenance work to be performed by the Contractor on behalf of EQUANS pursuant to the Agreement.

Offer

All statements made by the Contractor to EQUANS either verbally or in writing relating to Performances, prices and/or terms.

Order

Any order given by EQUANS for the delivery of a Performance by the Contractor.

Performance

The performance to be performed by the Contractor under the Agreement, consisting of the delivery of Products and/or Systems and/or the performance of Work and/or the provision of Services and/or the performance of Maintenance and/or other work and related activities.

Products

The goods to be delivered by the Contractor to EQUANS under the Agreement, including Software, and the unencumbered ownership of those goods and anything related to them.

Self-Employed Person

Self-employed person without staff.

Services

The work to be performed by the Contractor on behalf of EQUANS pursuant to the Agreement and as referred to in Book 7, Section 400 of the Dutch Civil Code.

Software

Standard Software and Custom Software.

Specifications

The technical and other specifications or descriptions of the Performance, as stipulated in the Order or in the documents referred to in the Order or other documents provided by EQUANS in this respect.

Standard Software

Software that the Contractor generally offers to customers in unaltered form, including user documentation for this software, as well as all changes to all of the foregoing.

Sub-Contractor

Any person or legal person with whom the Contractor enters into a legal relationship for the performance of the Agreement pursuant to which this person or legal person agrees to perform all or part of the Agreement.

System

The fitting and/or connecting of a Product or a composition of Products and activities carried out by the Contractor aimed at making this Product or composition of Products ready for use, so that the Product or composition of Products works in accordance with the agreed Specifications.

The Parties

EQUANS and the Contractor.

Work

All work specified in the Order/Agreement and all work and supplies reasonably related or connected to it, including (where appropriate) all accompanying obligations and requirements, to be performed by the Contractor pursuant to the Agreement that EQUANS has entered into with its customer.



2. Scope of application

- 2.1 These General Purchasing Conditions apply to all requests, Offers, Orders, Agreements and Framework Agreements, between EQUANS and the Contractor, including negotiations and other pre-contractual situations.
- 2.2 If a newer version of EQUANS's General Purchasing Conditions is created, this new version will apply between the Parties after the Contractor has taken cognisance of it, unless the latter objects within thirty (30) calendar days, after which the Agreement may be cancelled or the old General Purchasing Conditions continue to apply, at EQUANS's discretion.
- 2.3 If an Agreement differs in content from these General Purchasing Conditions, the content of the Agreement will prevail.
- 2.4 If the Parties have concluded a Framework Agreement, the provisions of that Framework Agreement will apply to all Orders arising from that Framework Agreement, even if an Order does not expressly refer to the Framework Agreement applicable to that Order.
- 2.5 The nullity of any of the provisions of this Agreement and/or these General Purchasing Conditions does not affect the validity of the other provisions of this Agreement and/or General Purchasing Conditions.
- 2.6 The Contractor's general terms and conditions, under whatever name or in whatever form, are expressly not applicable and are expressly rejected.
- 2.7 Insofar as the Parties refer to delivery terms customary in the trade, the Incoterms of the International Chamber of Commerce in Paris valid at that time will apply.

3. Offers, Orders and the conclusion of Agreements

- 3.1 Requests for an Offer are not binding on EQUANS and are merely an invitation to make an Offer. Any costs associated with the issuing of an Offer are for the Contractor's account.
- 3.2 EQUANS may break off negotiations with the Contractor at any time without stating the reasons for doing so and will not be liable for any possible damages ensuing from this, nor will EQUANS be bound to continue the negotiations.
- 3.3 Verbal Offers must be confirmed in writing within five (5) days at the latest.
- 3.4 On making an Offer, the Contractor undertakes to deliver a Performance to EQUANS if EQUANS has awarded an Order, at the price stated in the Offer or a fixed standard price within the term specified for the delivery. The Contractor will maintain its Offer for a period of ninety (90) calendar days unless a different period is required in the request for an Offer. If the Contractor submits its Offer in the context of participation in a tendering procedure, and if one of the tenderers requests a preliminary injunction, the validity period of the Offer will be extended by the period required to complete the legal proceedings. Furthermore, the Contractor will maintain its Offer for at least six months after the project is awarded to EQUANS. EQUANS will not reimburse any costs associated with the making of an Offer.
- 3.5 If there are manifest errors in the request for an Offer or if the sections of the request for an Offer are incompatible, the Contractor must consult with EQUANS before making an Offer. If the Contractor fails to disclose this information, it will be liable for the adverse consequences of its failure. If the Contractor does not expressly state that the request contains mistakes or inconsistencies between its sections then the specifications of the request will prevail if there is any conflict between the request and the Offer.



- 3.6 An Agreement only comes into effect once:
- The Contractor has accepted the Order given by EQUANS; or
 - The Contractor commences the work commissioned after receipt of the Order; or
 - Both Parties have agreed to a written Agreement.
- 3.7 If EQUANS refers to contract documents, drawings, models, specifications, instructions, regulations concerning inspection, technical, safety, quality or other regulations or documents when concluding the Agreement, these will form part of the Agreement. The Contractor is obliged to check these instructions or documents for errors, ambiguities or incompleteness, and must inform EQUANS in writing as soon as possible if any of these matters are discovered. If instructions or documents, or their improved and adapted versions, referred to by EQUANS are used in the performance of the Agreement, made available by EQUANS or approved by EQUANS, these instructions and documents will also form part of the Agreement.
- 3.8 An oral Order by EQUANS will have legal force only after EQUANS has confirmed it in writing.
- 3.9 A deviation by the Contractor from the Order Confirmation issued by EQUANS is not binding on EQUANS, unless EQUANS expressly accepts the deviation in writing. An acceptance of or payment for goods or Services provided by the Contractor does not constitute acceptance of the deviation.
- 3.10 If the Contractor commences Work without entering into an Agreement with EQUANS, it does so at its own risk and for its own account.

4. Amendments, deviations or supplements

- 4.1 Amendments, deviations or supplements to any provision in an Agreement or the General Purchasing Conditions will only apply if they have been agreed in writing.
- 4.2 If an amendment, deviation or supplement as referred to in Article 4.1 is agreed, it will only apply to the Agreement concerned.
- 4.3 If there are manifest errors in or incompatibilities between sections of the Agreement and/or Order, the Contractor must consult with EQUANS before commencing performance of the Agreement and/or Order, with a view to amending the Order where necessary.
- 4.4 EQUANS is entitled to submit an amendment of the Order to the Contractor, including but not confined to contract variations (additional or less work). The Contractor cannot refuse such a request other than on reasonable grounds. The Contractor must then state in writing all relevant consequences, including but not confined to pricing and planning consequences, within the agreed term or, where no term has been agreed, within 10 (ten) working days. The amendment will only be ordered if the amendment and associated consequences have been expressly accepted in writing by EQUANS.
- 4.5 Only if EQUANS deems that, due to the nature of the Work and/or the contents of the Order, it is not possible in all reasonableness to determine the pricing of the amendment in good time will the pricing, contrary to the provisions in Article 4.4 and with EQUANS's written permission, be determined by the Parties in mutual consultation and in all reasonableness on completion of the amendment.
- 4.6 If EQUANS deems the consequences indicated by the Contractor for the price or scheduling of the additional or less work to be unreasonable in proportion to the scope of the amendment, EQUANS may partly or wholly terminate the Agreement, unless, given the circumstances, this would be unreasonable. Cancellation on the basis of this article does not entitle the Contractor to compensation.
- 4.7 Less work will always be settled. In situations where additional work has to be settled on the basis of the Agreement, the price fixed by the Contractor for the relevant settlement will not exceed the price fixed in the Agreement in respect of the work in question.



- 4.8 Additional work does not include additional work or changed insights that the Contractor foresaw or should have foreseen on entering into the Agreement.
- 4.9 If the Contractor believes that work constitutes additional work, the Contractor will inform EQUANS of this in writing no later than five (5) working days following its observation. The Contractor is only entitled to compensation for additional work if EQUANS agrees to it in writing in advance. If the Contractor starts performing additional work before EQUANS has given its written permission, this will be at the Contractor's expense and risk.

5. Quality and description of the Performance

- 5.1 The Performance must always:
- Conform to what is specified or may reasonably be deemed to be intended in the Order, including but not confined to quantity, description, quality, aesthetic aspects, high professional standard, etc.;
 - Conform to and satisfy all aspects of the applicable Specifications;
 - Include the required instructions for EQUANS or its personnel, so that EQUANS or its personnel can make independent use of the Performance;
 - Include all permits required for the performance of the Agreement;
 - Include all the drawings and other preparatory work and/or design work carried out for the performance of the Agreement; and
 - As regards the design, the composition and the quality satisfy all aspects of the relevant applicable statutory requirements and/or applicable regulations and/or standards and instructions.
- 5.2 The following supplement applies to Article 5.1 insofar as the Performance consists of Products:
- The Products will be manufactured from reliable materials, free of defects and they will be properly designed. If materials are to be reused, this must be specifically stated in advance, failing which it is agreed that new materials will be used;
 - The Products will be suitable for the purpose for which they are intended;
 - The Products will comply with all legal requirements and other applicable legislation and/or generally accepted standards and guidelines relating to quality, safety, health and the environment, both on a national and international level, all as applicable at the time of delivery of the Products;
 - The Contractor will provide the current material safety data sheet (MSDS) with every delivery of substances harmful to health;
 - The Products will be manufactured from parts and raw materials with a traceable origin;
 - The Contractor is obliged to deliver to EQUANS immediately on its request parts, spare parts and/or components and/or special tools and/or special measuring equipment related to the delivered Products, and they will be of the same quality, for at least ten (10) years after the Products concerned have been delivered;
 - The Products will not contain asbestos or other carcinogenic substances or otherwise be a health hazard;
 - The necessary documents, for instance packing lists, (warranty or quality) certificates, compliance statements, attestations, drawings, instruction manuals, lists of spare parts and maintenance instructions will be given to EQUANS together with the Products. Unless agreed otherwise in writing these documents will be drawn up in Dutch;
 - The Products will be labelled with a type, series and equipment number and adequately marked by the manufacturer or importer to indicate the place of origin, or, if this is not possible the Product packaging will be so marked.
- 5.3 In addition to Article 5.1, insofar as the Performance includes Software, the Software will not contain any undefined functionalities, diseases or viruses and the technical and functional properties of the Software will comply with the agreed Specifications.



- 5.4 In addition to Article 5.1, insofar as the Performance includes Custom Work, the Custom Work will be carried out efficiently, soundly and coherently and will be complete and accurate, and of such quality that a reasonably competent expert will be able to understand the Custom Work, modify it and make additions in order to correct defects in the Custom Work (among other things), modify the Custom Work and add functionality to it.
- 5.5 In addition to Article 5.1, insofar as the Performance includes Custom Software, the source code of the latest version of the Custom Software may be generated using the object code of the Custom Software.
- 5.6 As part of the Performance, the Contractor is obliged to supply all equipment required for proper functioning and intended use, even if it is not mentioned by name, including but not confined to:
- All associated equipment and all associated documentation to enable EQUANS to fully and properly utilise/use the delivered Performance;
 - The Standard Software including the user documentation for this software; and
 - The Custom Software including the source code, technical documentation, specifications, data models and related algorithms.
- 5.7 If it is reasonably impossible for the Contractor to deliver the agreed Performance, substitute Performance will be delivered with EQUANS's permission. The Contractor must demonstrate that the substitute Performance meets the Specifications and is technically and functionally at least equivalent to the agreed Performance. Furthermore, the price of the substitute Performance will be equal to or less than the price of the agreed Performance.

6. Inspection prior to delivery

- 6.1 Prior to the delivery the Contractor will carefully inspect the Performance, without this incurring any extra costs for EQUANS, to confirm that the Performance fulfils the agreed requirements. If EQUANS requires this, the Contractor will inform EQUANS about the time at which this inspection will be carried out. EQUANS and any third parties appointed by it may attend the inspection. At EQUANS's request the Contractor will give EQUANS a copy of the inspection report(s) free of charge.
- 6.2 EQUANS and any third parties appointed by it are authorised to monitor the manufacture and manufacturing progress of the Performance, regardless of where the Performance is manufactured.
- 6.3 The Contractor must file objections to the inspection carried out by the third parties provided for in Articles 6.1 and 6.2 in writing to EQUANS. If these objections are reasonable, EQUANS will not have the inspections carried out by these third parties.
- 6.4 If EQUANS exercises its right to carry out an inspection, the Contractor will ensure that the facilities reasonably needed by EQUANS to perform the inspection are available at no extra charge.
- 6.5 If, after carrying out an inspection, EQUANS concludes that the Performance partly or wholly fails to meet the requirements specified in the Order or that it is unlikely to do so on completion of the processing or manufacture, EQUANS will notify the Contractor of this in writing. In this case the Contractor must immediately take all necessary steps at its own expense to ensure that the provisions and conditions of the Order are complied with. The costs of any necessary follow-up inspection by EQUANS will be borne by the Contractor.
- 6.6 Whether or not an inspection or acceptance test is carried out does not affect the Contractor's or EQUANS's liability in any way, for instance through its own fault. If a term has been set for acceptance, EQUANS's failure to meet that term will not constitute tacit acceptance on EQUANS's part.



7. Packaging, transport and storage

- 7.1 The Products must be packed, secured and transported in a sound and environmentally friendly way so that they reach their destination in good condition. The Products must be properly packed.
- 7.2 All packaging, transportation, storage (other than that provided for in Article 8) and installation costs associated with the Agreement or the performance thereof and the costs of the equipment made available by EQUANS as provided for in Article 24 as well as costs relating to insurance (actual value) during transportation, storage and deliver of the Performance, will be borne by the Contractor. The Contractor will reimburse these costs to EQUANS forthwith insofar as EQUANS has incurred these costs.
- 7.3 The Contractor will closely follow any instructions given by EQUANS with regard to packaging, conservation, labelling, branding, security, shipping and shipping documents.
- 7.4 The Contractor must provide the goods to be delivered with a visible packing list on the outside, which is also clearly visible when stacked.
- 7.5 At EQUANS's request, the Contractor undertakes to take back the packaging and transport material, for its own account and risk. EQUANS is entitled to return this packaging and transport material at the Contractor's expense and risk. If EQUANS so wishes, it may retain the packaging and transport materials and they will become its property at no additional cost.
- 7.6 Unless otherwise stipulated in the Order, deliveries will be made on the basis of DDP to the delivery address stated in the Order, as described in the version of the Incoterms of the International Chamber of Commerce in Paris (ICC) applicable at that time).

8. Storage on behalf of EQUANS

- 8.1 If the Performance is ready to be delivered and yet EQUANS is not reasonably able to accept the Performance at the agreed time, the Contractor will keep the Performance on behalf of EQUANS. The Performance will be stored separately and securely and be marked as being destined for EQUANS. The Contractor will also take any measures necessary to prevent deterioration in quality, until the Performance is delivered. EQUANS will reimburse any costs reasonably incurred by the Contractor in connection with this.

9. Hazardous substances

- 9.1 The following provisions apply to the delivery of Products and/or Services with respect to the delivery or use of hazardous substances on EQUANS sites or in EQUANS buildings or at worksites. Hazardous substances will in any case mean substances that, owing to their intrinsic properties or to the conditions under which they occur, are likely to cause danger, damage or serious nuisance to humans, animals or the environment.
- 9.2 Hazardous substances, which are harmful to humans and the environment, include at least the following categories of substances:
 - a. Toxic substances;
 - b. Substances that may explode;
 - c. Carcinogenic and mutagenic substances;
 - d. Substances that are harmful to fertility or foetuses.



- 9.3 For substances in the above categories, a material safety data sheet or an international chemical safety card must be provided in accordance with the relevant legal provisions, including appropriate information, with regard to:
- Identity of the substance;
 - Hazards inherent in the substance that pose a hazard to the health and safety of the workers involved;
 - Hazards inherent in the substance that pose a hazard to humans and the environment;
 - The way in which the hazards mentioned in the previous sections can be prevented or reduced as far as possible;
 - First aid procedures;
 - Fire-fighting measures.
- 9.4 If it concerns the delivery of hazardous substances in the above categories, the safety information leaflet, material safety data sheet or international chemical safety card will be provided at or before the time the substance is delivered for the first time. A revised material safety data sheet will be provided if there are any changes to the information contained in the material safety data sheet or in an international chemical safety card that are relevant to the safety or health of workers or the environment.
- 9.5 For deliveries that include hazardous substances as referred to above, dispensation is required from EQUANS for the possession and/or use of these substances. To obtain dispensation for the application of these substances, the Contractor must report them via the contact persons designated in the Order, accompanied by the relevant material safety data sheet or an international chemical safety card. EQUANS may also require a sample for analysis, which the contact person must provide. The Contractor must take into account the time required to obtain dispensation. The above applies in particular to carcinogenic, toxic, reprotoxic and mutagenic substances. Any previously granted dispensation may be used for substances already known to EQUANS and for which an exemption was granted.
- 9.6 EQUANS will remove, or have removed, from its terrain or buildings substances nevertheless found for which the necessary dispensation was not granted and/or for which the relevant material safety data sheet or an international chemical safety card has not been issued. EQUANS will not reimburse any costs incurred or hours spent waiting in this respect. Charged in this respect.
- 9.7 Packaging will be labelled in the prescribed way and marked with hazard symbols so that the contents are clear and a restriction on use to the agreed level can be guaranteed.
- 9.8 The use of asbestos, slag wool and ceramic fibres is prohibited. The use of glass wool and/or rock wool is permitted, on the understanding that accepted working methods, including skin, breathing and other protective equipment, must be used when working with it/on it.

10. Transfer of ownership and risk

- 10.1 Ownership passes to EQUANS on delivery. The risk for the Performance remains with the Contractor until the moment of delivery or, if the Performance also includes the System, until the time of completion and handover.
- 10.2 Contrary to the provisions in Article **10.1**, in the case referred to in Article **8**, the ownership of the Performance transfers to EQUANS at the time the Performance is stored by the Contractor on EQUANS's behalf. However, the risk relating to the Performance remains with the Contractor until the Performance has been delivered or, if the Performance also includes the System, until completion and handover of the Performance.
- 10.3 The risks relating to Products submitted by EQUANS to the Contractor for repairs, adaptation or processing shall remain with the Contractor for the duration of these repairs, adaptations or processing, although the Products shall remain the property of EQUANS.



- 10.4 If, contrary to the provisions in Article 14, it has been agreed that EQUANS will pay that which is payable by it under the Agreement in advance, all materials, raw materials and semi-manufactured items used by the Contractor for the performance of the Agreement or which were intended for such use, as well as all Products being processed, will be legally delivered and transferred by the Contractor to EQUANS in full and unencumbered ownership.
- 10.5 Insofar as is necessary the Contractor shall undertake (in advance) to deliver all those items specified in article 10.4 and to transfer the ownership thereof to EQUANS on receipt by the Contractor of the advance payment.
- 10.6 As of the time the Contractor has received the advance payment, all items specified in Article 10.4 will be kept by the Contractor at its own risk on behalf of EQUANS and the Contractor is obliged to identify these items satisfactorily and to store them separately for EQUANS.

11. Time of delivery

- 11.1 The Contractor will deliver the Performance on the date and at the location specified in the Order. If the Order specifies a period rather than a date, this period will commence on the day the Contractor received the Order or, if this is later, on the day the Contractor obtained the use of the information, drawings, models, materials or tools to be provided by EQUANS and which the Contractor requires to enable it to commence its performance of the Agreement.
- 11.2 The delivery date or delivery period is binding. As soon as the Contractor knows or suspects that the Performance cannot be delivered on time, it will notify EQUANS forthwith in writing stating the reasons.
- 11.3 Unless otherwise stipulated in the Order, the Contractor is not authorised to make partial deliveries.
- 11.4 All penalties agreed between the Contractor and EQUANS will not affect any of the Contractor's liability to pay compensation. The penalty is not subject to mitigation. In addition to the penalty, EQUANS is at liberty to invoke other rights accruing to it, such as claiming performance of the Agreement.

12. Inspection on delivery and acceptance

- 12.1 If it is found on delivery that the Performance does not comply entirely or in part with the provisions stipulated in the Order, EQUANS will send the Contractor notice of rejection. This notice of rejection serves as a notice of default. In this case the Contractor will ensure that the Performance does conform to the provisions and conditions specified in the Order within a period of time to be specified by EQUANS. The absence of a rejection notice does not imply acceptance of the Performance.
- 12.2 If the Performance is rejected during or after delivery, the ownership and the risk are deemed to have remained with the Contractor and thus never to have passed to EQUANS. EQUANS is entitled to charge for all costs relating to the storage of any Products already delivered to the Contractor in full.
- 12.3 Insofar as the Performance is accepted, this will only be a provisional acceptance based on visual inspection.
- 12.4 If an acceptance test has been agreed, the procedure provided for in the Order will be followed and EQUANS will accept the Performance provided the results of such a test indicate that the stipulated requirements have been fulfilled and without prejudicing EQUANS's rights in the case of hidden defects or a negative result emerging from the functional test to be carried out thereafter.



- 12.5 If it concerns the delivery of Software, the Contractor or EQUANS will, at EQUANS's discretion, perform the acceptance procedure in the presence of EQUANS and/or persons or bodies designated by EQUANS. The acceptance procedure will not have been successfully completed until the Contractor has received written notice to that effect from EQUANS. Irrespective of the acceptance of Software, EQUANS retains the right to reject the Software, for a period of ninety (90) calendar days after acceptance, if it becomes apparent that it contains imperfections. EQUANS will not reject the Software if the imperfections are not substantial and do not impede the proper functioning of the Software. The Contractor will, however, remedy the deficiencies as soon as possible in consultation with EQUANS and to its satisfaction.
- 12.6 Acceptance as provided for in this article will not preclude a later appeal by EQUANS relating to the Contractor's failure to fulfil its obligations.

13. Price

- 13.1 The agreed price is binding and can never be amended as a result of changes in the rate of exchange, purchase prices, freight rates, import or export duties, excise duties, levies, taxes, raw material or semi-manufactured articles, wages and other sums payable by the Contractor to third parties.
- 13.2 The price shall always include:
- a. All costs provided for in Article 7;
 - b. Import duties, excise duties, levies and taxes (excepting turnover tax);
 - c. Fees and all other levies or costs relating to applications for licences required for the completion of the Performance;
 - d. The costs of the instructions to be given by the Contractor to EQUANS or its personnel;
 - e. The payments for the use of the Intellectual Property Rights as provided for in Article 23;
 - f. All costs relating to or arising from the completion of the Performance, as provided for in Article 5;
 - g. All other costs borne by the Contractor pursuant to or on the basis of the Agreement or these General Purchasing Conditions;
and everything required to ensure the proper performance of the Agreement with due observance of the applicable standards, regulations and the requirements of good workmanship, even though this may not be expressly stipulated in the Order.
- 13.3 The Contractor warrants that it will deliver the Performances to EQUANS for the duration of the Agreement at the lowest price reasonably possible. This price will not exceed the price charged by the Contractor to parties with a comparable purchase volume to that of EQUANS in respect of Performances of comparable quality and quantity.



14. Payment and invoices

- 14.1 The Contractor will not invoice EQUANS for sums payable by it prior to the delivery of the Performance or, if payment in instalments has been agreed, upon fulfilment of the requirements specified in the Agreement/Order for each payment instalment concerned. EQUANS will pay an invoiced amount within sixty (60) calendar days of the invoice date once that invoice is approved.
- 14.2 The invoice must comply with the applicable legal requirements as set out in the Dutch Turnover Tax Act 1968 [Wet op de omzetbelasting 1968] and the Dutch Liability of Recipients, Sub-Contractors and Clients 2004 Implementing Regulations [Uitvoeringsregeling inleners-, keten- en opdrachtgeversaansprakelijkheid 2004] and the company law regulations applicable to EQUANS. The invoice must include the details required in the Agreement, and in any event:
- a. The date of invoice;
 - b. Contractor's name and address;
 - c. Contractor's chamber of commerce number;
 - d. Contractor's VAT identification number;
 - e. VAT amount;
 - f. Invoice number;
 - g. Purchase order number, line position number and, for outsourcing, also the GF number;
 - h. Price;
 - i. The period and description of the Performance that the invoice relates to;
 - j. Performance delivery dates and delivery address.
- 14.3 If not all the details set out in Article **14.2** are specified, the invoice concerned will not constitute an approved invoice as referred to in the Article **14.1** and EQUANS will not be liable for payment. On submission of a new, correct invoice, the payment term, as provided for in Article **14.1**, will commence anew.
- 14.4 EQUANS is authorised at all times to set off sums owed by EQUANS to the Contractor against all sums which EQUANS can claim or will be able to claim at any time from the Contractor or any legal entity or company belonging to the same group as the Contractor, whether or not this is immediately payable.
- 14.5 Payment of the invoice never infers recognition of the claim.
- 14.6 Invoices sent to EQUANS after one (1) year to be calculated from the delivery date of the Performance will not be accepted, and the right to payment of these invoices will lapse at the end of this period.
- 14.7 Prior to payment and in addition to or instead of the transfer of ownership, EQUANS is authorised to request the Contractor to provide an unconditional and irrevocable bank guarantee, the costs of which shall be borne by the Contractor.
- 14.8 In the case of late payment by EQUANS without sound reasons for this, EQUANS will, after having been sent proper notice of default by the Contractor, be liable to pay the statutory interest in accordance with Book 6, Section 119 of the Dutch Civil Code with effect from the end of the term specified in the notice of default.
- 14.9 The Contractor is not entitled to set off claims it has against EQUANS against claims that EQUANS has against it.
- 14.10 If EQUANS disputes invoices, the Contractor is not entitled to reclaim the Performance to which the invoice relates or to suspend its obligations under the Agreement.
- 14.11 In case of late payment by EQUANS's customer due to circumstances attributable to the Contractor, EQUANS will be entitled to suspend payment of the invoices relating to the corresponding work performed by the Contractor accordingly.



- 14.12 In the event of the Contractor's bankruptcy, EQUANS is entitled to suspend its payment obligations until EQUANS has received an indemnification statement from the Tax and Customs Administration demonstrating that EQUANS will not be held liable pursuant to Sections 34 or 35 of the Dutch Collection of State Taxes Act 1990 [Invoeringswet 1990] for payroll taxes that the Contractor unjustifiably fails to pay. The bankruptcy trustee, pledgee or assignee is obliged to ensure that the aforementioned statements are obtained.
- 14.13 If the Contractor goes bankrupt, EQUANS is also entitled to up to 5% of the total price or contract price as compensation for the circumstance that the Contractor will no longer be able to fulfil its warranty obligations, as well as 5% due to additional costs caused by the insolvency, unless the costs are demonstrably higher, in which case EQUANS will be entitled to reimbursement of those costs.

15. Warranty obligation

- 15.1 The Contractor warrants that the Performance complies in all respects with the requirements stipulated, including the provisions of Article 5.
- 15.2 Unless otherwise stipulated in the Order, the warranty period is two (2) years.
- 15.3 The Contractor guarantees that the Performance delivered will comply with the Order for a period of at least two (2) years. If the Performance is intended to be used by EQUANS in installations or systems, the warranty period will commence on delivery of those installations or systems by EQUANS to its customer. If the manufacturer's warranty for the Performance delivered is longer than the term stipulated in paragraph 2 of this article, the warranty term will be the same as this longer term. This provision will not affect the provisions in paragraph 1 of this article.
- 15.4 If, after accepting the Performance, EQUANS notifies the Contractor in writing of any defect in the Performance within the warranty period, the Contractor will be obliged to remedy the defect forthwith and free of charge and to compensate for any additional loss, including, inter alia, costs of installation and removal, investigation costs, vertical and other transport and escort costs, and, in consultation with EQUANS, to repair and, if in EQUANS's opinion repair is not possible, to replace or re-execute the Performance, without prejudice to the Contractor's further liability and EQUANS's further rights. The Contractor will remedy the defect, regardless of whether it acknowledges liability for the defect in question. If it subsequently transpires that the Contractor is not liable for the defect in question, the Contractor will be entitled to reimbursement of the normal costs of repair or replacement or re-execution.
- 15.5 In urgent cases or if the Contractor continues in its failure to fulfil its obligations as provided for in Article 15, EQUANS is entitled to carry out the replacement or repairs, or to have these carried out, at the Contractor's expense with no further warning being required.
- 15.6 The agreed warranty period will commence again in respect of the replaced or repaired Performance when this performance is accepted by EQUANS.
- 15.7 During the warranty period, the Contractor guarantees that it will keep the knowledge and capacity available that are required for the fulfilment of the Contractor's obligations arising from Article 15.



16. Liability of and indemnification by the Contractor

- 16.1 The Contractor is liable for any damages that EQUANS and/or third parties suffer as a result of an attributable failure by the Contractor to fulfil its obligations under the Agreement, and for any damage to goods belonging to EQUANS and/or third parties caused by the Contractor, regardless of whether the damage was caused by the Contractor, an Employee or a Sub-Contractor for whom the Contractor is responsible. The Contractor cannot be held liable for indirect damages, which only includes loss of profit and reputational damage. This limitation of liability does not apply if it concerns deliberate intent, gross fault or gross negligence on the part of the Contractor.
- 16.2 During the performance of the Work, the Contractor will bear the risk for the Contractor's goods with respect to theft, damage, fire or wilful damage. This also covers the personal possessions belonging to Employees, other personnel affiliated to the Contractor or the personnel at any Sub-Contractor engaged by the Contractor for the performance of the Work. If the Contractor believes it should take out insurance against said risk, the costs associated with this will be borne by the Contractor. EQUANS will never be liable in respect of the Contractor or in respect of any Sub-Contractors engaged by the Contractor for the performance of the Work.
- 16.3 The provisions in Article **16.1** can also be read as a clause as provided for in Book 6, Section 253 of the Dutch Civil Code. The clause cannot be revoked by the Contractor and will be drawn up for no consideration vis-a-vis all third parties.
- 16.4 The Contractor will indemnify EQUANS in respect of and against all claims, demands, rights and legal actions that third parties, including insurance companies seeking recourse, allege to have against EQUANS or which can be exercised at any time against EQUANS with regard to the Agreement or the performance thereof and consequently the Contractor will fully compensate EQUANS in this respect.

17. EQUANS's liability

- 17.1 EQUANS cannot be held liable for any loss suffered by the Contractor or its Employees, except in the case of intent or gross negligence on the part of EQUANS or its personnel.

18. Suspension

- 18.1 EQUANS is authorised at all times to wholly or partly suspend the Agreement and to oblige the Contractor to interrupt the performance of the Agreement for the duration of a term to be determined by EQUANS. In that case, the Contractor will store, secure and insure any Products to be delivered as part of the Performance and take all reasonable measures to prevent a deterioration in their quality.
- 18.2 The Contractor is obliged to limit the damage caused by this suspension as much as possible by taking appropriate measures.
- 18.3 Provisions taken by the Contractor as a result of the suspension and in respect of which it was demonstrably necessary for it to incur costs will be reimbursed in accordance with the same procedure as that laid down in respect of additional and less work, unless the suspension is due to any failure or shortcoming on the part of the Contractor or a Sub-Contractor engaged by the Contractor.
- 18.4 If the Contractor fails to fulfil its obligations and/or if it becomes apparent that the Performance, entirely or in part, is not in accordance with the provisions of the Order, EQUANS is entitled to suspend its payment obligations to the Contractor in respect of the Order in question until the Contractor has fulfilled its obligations.



19. Force majeure

- 19.1 Parties are not in default and have no claims to compensation from each other, if and insofar as compliance with contractual obligations is delayed, impeded or hindered due to a situation of force majeure including, but not confined to, war or hostilities, riots or civil commotion, floods or other natural disasters, nuclear disasters and similar external calamities insofar as these are not attributable to the party concerned. Force majeure expressly does not include illness of Employees, shortage of manpower, raw materials, transport problems, shortage of raw materials, malfunction of production, strikes or work interruptions by Employees and non-performance by the Contractor's suppliers and/or other Sub-Contractors engaged by Contractor. As long as the Contractor invokes force majeure, EQUANS will be entitled to suspend its obligations until the force majeure circumstances have stopped.
- 19.2 Parties will notify each other as soon as possible regarding force majeure circumstances, or if such circumstances may arise.
- 19.3 Parties are entitled to suspend the obligations pursuant to the Agreement for the duration of the period in which the force majeure persists. If this period lasts longer than three (3) months, either Party will be entitled to cancel the Agreement without being under any obligation to pay damages to the other Party.

20. Default/cancellation

- 20.1 All the agreed terms, including delivery terms, are final deadlines for the Contractor. If these terms are exceeded, the Contractor will immediately be in default, without any written notice of default being required, even if EQUANS agrees to a later delivery.
- 20.2 As soon as the Contractor is aware or it is likely that it will fail to comply with any provision of the Agreement, it is obliged to immediately notify EQUANS of this in writing, stating the reasons, and to take every possible action to ensure that the Agreement is still complied with. Notwithstanding EQUANS's other rights, the Parties will discuss whether the situation that has arisen can still be settled to EQUANS's satisfaction and, if so, in what way.
- 20.3 If any of the following circumstances occurs at the Contractor, the Contractor will immediately inform EQUANS in writing, all EQUANS's claims will be immediately due and payable in full, and EQUANS will be entitled and authorised to suspend the performance of all Agreements until compliance has been sufficiently secured, while retaining all its other rights under the law and the Agreement, including but not confined to the right of performance or the full/partial cancellation of the Agreement, or compensatory damages and the right to additional compensation:
- a. The Contractor fails to comply with its obligations under that Agreement and the Contractor has not remedied the failure within the period set by EQUANS after EQUANS has served with a notice of default;
 - b. The Contractor and/or its Employees are responsible for, or there is a well-founded suspicion that they are responsible for, theft, misappropriation or abuse of goods owned by EQUANS or its customer and/or that EQUANS has given to the Contractor;
 - c. The Contractor, its Employees and/or Sub-Contractors engaged by it have, or there is a well-founded suspicion that they have, committed punishable acts;
 - d. If EQUANS is forced to conclude from a statement by the Contractor that the latter will default on its obligation to comply or if EQUANS has good reason to believe that the Contractor will default on its obligation to comply and the Contractor fails to comply with a written demand stating those reasons to declare its readiness to fulfil its obligations within a reasonable term stipulated in the demand;
 - e. If there are changes in the Contractor's management and/or shareholders, insofar as these changes entail a considerable increase in the risks for EQUANS or if, as a result of this circumstance, a competitor of EQUANS acquires decisive control over the Contractor.



- 20.4 In each of the following cases either Party is entitled to terminate the Agreement forthwith, without a notice of default being required, and without being obliged to pay any damage compensation as a result of that termination:
- a. If the other Party or the party guaranteeing the Contractor's obligations or furnishing security applies for temporary suspension of payments, is declared bankrupt, is forced to wind up its business or does so voluntarily, ceases its business activities or takes a decision to wind up or applies for bankruptcy or suspension of payments;
 - b. If a substantial part of the other Party's assets are seized and the seizure is not lifted within one month after the seizure.
- If any of the above circumstances occurs at a Party, that Party will immediately inform the other Party in writing, all other Party's claims will be immediately due and payable in full, and the other Party will be entitled and authorised to suspend the performance of all Agreements until compliance has been sufficiently secured, while retaining all its other rights under the law and the Agreement, including but not confined to the right of performance and the right to compensation.
- 20.5 The Contractor expressly and unconditionally waives any right of suspension or retention as referred to in Book 6, Sections 52 or Book 3, Section 290 of the Dutch Civil Code in respect of the Performance, unless EQUANS, in spite of proper notice of default, is in default of proper compliance with its obligations under the Agreement for more than three months. The Contractor guarantees that each of its Sub-Contractors will equally waive any rights of retention in respect of the Performance and will ensure that the clause to this effect is included in the relevant agreement with the Sub-Contractor.

21. Transfer of rights and obligations

- 21.1 Without the written consent of EQUANS the Contractor is prohibited from transferring, assigning or pledging the Order or any part thereof or rights or claims pursuant to the Order or the Agreement to third parties. In particular, this prohibition affects payments made for the purpose of paying income tax, turnover tax and social insurance contributions. This prohibition has legal effect under property law as defined in Book 3, Section 83 (2) of the Dutch Civil Code. EQUANS is entitled to attach conditions to this permission. If EQUANS grants this permission, the Contractor will remain jointly and severally liable for compliance with the Agreement or obligations taken over, or with tax and social security legislation. The third party to whom the performance of the Agreement is outsourced will bind itself to all obligations ensuing for the Contractor from this Agreement.

22. Authorised representative

- 22.1 The Contractor guarantees that it is represented by a person authorised to do so.

23. Intellectual Property Rights, Software

- 23.1 Any Intellectual Property Rights to a Performance designed by the Contractor specifically for EQUANS will remain vested in EQUANS, or will be transferred to EQUANS.
- 23.2 If the Performance is not developed specifically for EQUANS, the Contractor will grant EQUANS a non-exclusive perpetual licence to any Intellectual Property Rights in respect of the Performance. Payment for this licence will be included in the price of the Performance.
- 23.3 Insofar as a special deed is required for the transfer of intellectual property rights as provided for in article 23.1 or the granting of a licence as provided for in article 23.2, the Contractor hereby declares its willingness to cooperate in the drawing up of such a deed.



- 23.4 The Contractor warrants that the Performance does not breach third-party Intellectual Property Rights. The Contractor will indemnify EQUANS against all third-party claims based on an actual or alleged breach of these rights. In addition, the Contractor will indemnify EQUANS for all damage caused by the (apparent) breach, including the actual legal and other expenses, will ensure that the Performance is performed in such a way that third-party Intellectual Property Rights are not infringed and will, immediately on EQUANS's request, conduct the legal proceedings on behalf of EQUANS or provide EQUANS with sufficient and adequate information to enable it to conduct the legal proceedings.
- 23.5 If the Performance (also) comprises the delivery of Standard Software, any updates will be given to EQUANS free of charge and the Contractor will deposit the source code with an escrow agent at its own expense. The escrow agreement will be entered into for an indefinite period, unless otherwise agreed.
- 23.6 The Contractor must make available all information, including passwords, protection and settings, required to enable EQUANS, or its customer, to independently use, maintain and adjust the Performance without the Contractor's intervention or to have the maintenance or adjustment carried out by a third party.

24. Materials, equipment, parts, certificates, drawings and similar items made available by EQUANS

- 24.1 Materials, equipment, parts, certificates, drawings and similar items made available to the Contractor by EQUANS for the performance of the Agreement will remain the property of EQUANS and must be returned in good condition following performance of the Agreement.
- 24.2 Until the items referred to in Article **24.1** have been returned to EQUANS, these items are at the risk of the Contractor and the Contractor is obliged to maintain these items properly.
- 24.3 The Contractor will insure all the items given to it by EQUANS under the Agreement under the usual conditions and for the benefit of EQUANS against the risks of partial or total loss or damage caused by fire, theft and destruction.
- 24.4 On receipt of the items provided for in this article the Contractor must check that these are correct and sound.

25. Design documents

- 25.1 All design documents associated with the Agreement and to be provided by the Contractor must in any event also be supplied in digital form and in such a way that they can easily be edited and reproduced.
- 25.2 Design documents must contain all data relevant to the Performance and be substantiated by calculations, where necessary, according to generally accepted methods.
- 25.3 The Contractor must submit all necessary design documents required for assessing the Performance to EQUANS on EQUANS's first request or at the assessment time specified in the Order. EQUANS will communicate whether it approves the design documents as soon as possible after receiving the documents.
- 25.4 The involvement of EQUANS in the assessment of the design documents does not release the Contractor from any liability in this matter.



- 25.5 The Contractor will adhere to EQUANS's design methodology for the execution of the design activities. This methodology and the requirements will be given to the Contractor at its request.

26. Duty of confidentiality

- 26.1 The Contractor will treat all data and/or information obtained within the scope of performing the Agreement confidentially and will not disclose such data and/or information to third parties without EQUANS's written permission, excepting Sub-Contractors engaged by the Contractor for the performance of the Agreement. The Contractor will impose the same duty of confidentiality on these Sub-Contractors and guarantees that they will comply with this duty of confidentiality. The Contractor will ensure that the data/information provided by EQUANS will only be shared with persons who need to take cognisance of it in to enable the proper performance of the Agreement.
- 26.2 In the event of the provisions stipulated in Article **26.1** being breached, the Contractor will forfeit an immediately due and payable penalty to EQUANS of EUR 50,000 (in words: fifty thousand euro) for each violation; this penalty will not affect any of the Contractor's obligations relating to compensation and without prejudice to EQUANS's right to demand compensation of the actual loss or damage sustained as well as performance of the Agreement.

27. Insurance

- 27.1 The Contractor shall, to cover its liability in the most general sense (including, but not limited to professional liability, product liability, design liability, personal liability) insure itself and remain insured vis-a-vis EQUANS and vis-a-vis third parties at the amount of EUR 2,500,000.00 (in words: two million five hundred thousand euros) for each occurrence. The costs of such insurance shall be borne by the Contractor.
- 27.2 At EQUANS's request the Contractor is obliged to submit the insurance policy or policies and proof that the insurance premiums have been paid. The policy excess will not exceed EUR 15,000 (in words: fifteen thousand euro) per incident.
- 27.3 If the Contractor does not take out the above-mentioned insurances, and/or the Contractor is unable to provide proof of payment of the premium of one or more of the aforementioned insurances, EQUANS is entitled to take out the insurance at the Contractor's expense.
- 27.4 The Contractor is not permitted to terminate the insurances referred to in this article, to change the conditions of the insurance in a negative sense or to reduce the sum insured, without EQUANS's prior written permission.
- 27.5 If, in connection with any liability it may have vis-à-vis EQUANS, the Contractor is entitled to make a claim to insurance cover and/or a payment under an insurance agreement, the Contractor will be obliged to make the claim and will ensure that the relevant payments are made directly to EQUANS or that they will accrue to EQUANS. To this end, EQUANS may require the Contractor, at EQUANS's discretion, to be regarded as sole or co-beneficiary under the insurance contract or to have claims for payments under the insurance assigned to it.

28. Choice of law and competent court

- 28.1 These General Purchasing Conditions and the Agreement are governed by the laws of the Netherlands.
- 28.2 The applicability of the Vienna Sales Convention 1980 (CISG) is excluded.



- 28.3 All disputes between the Parties that cannot be resolved amicably will, insofar as not otherwise prescribed by mandatory law, be heard by the Court of the Central Netherlands, on the understanding that EQUANS will be entitled to submit claims against the Contractor, whether or not simultaneously, to other courts of justice or arbitration bodies.
- 28.4 Should disputes arise, this will not entitle the Contractor to suspend the performance of the Agreement.

29. Termination of the Agreement

- 29.1 EQUANS is entitled to terminate the Agreement early at any time, unless otherwise provided in the Agreement. If EQUANS terminates the Agreement early, EQUANS will pay for all the Performances delivered by the Contractor and accepted by EQUANS, increased by a reasonable compensation in respect of the costs demonstrably incurred by the Contractor as a consequence of the non-completion of the Agreement. This compensation will always be capped at the price or the contract amount set out in the Agreement. The Contractor is obliged to limit the damage arising from this termination as much as possible.
- 29.2 EQUANS will give reasons for terminating the Agreement as provided for in Article 29.1.
- 29.3 In the cases provided for in article 20, only the arrangement specified in article 20 shall apply.

30. Corporate social responsibility, anti-corruption and conflicts of interest

- 30.1 EQUANS is committed to a responsible, sustainable and ethical supply chain with its Contractors in which working conditions are safe, employees are treated fairly and with respect, companies operate in an ethical manner and the impact on the environment and surroundings is minimised. To ensure that its wishes and requirements with regard to the above are met, EQUANS has drawn up a sustainable and ethical supplier code, which can be viewed at <https://ENGIE.nl/zakelijk/technische-dienstverlening/leveranciers>. This supplier code is an integral part of any Agreement EQUANS concludes with the Contractor, and EQUANS is entitled to amend it at any time. Before commencing the work, the Contractor will verify that it is familiar with the most recent version. If it concerns work on an ongoing basis, the Contractor will periodically (in accordance with the nature of the work but at least once every two months) acquaint itself with the most recent supplier code. If the Contractor does not agree with the content of the supplier code, it will make this known as soon as possible, stating the reasons, failing which it will be deemed to have agreed to the supplier code.

31. Data and Privacy

- 31.1 Insofar as not otherwise agreed in writing with the Contractor, EQUANS is entitled, without further restrictions, store, process and use and reuse all information obtained by EQUANS in the performance of the Agreement.
- 31.2 Insofar as Parties share personal data with each other in the performance of the Agreement, they will reasonably comply with the requirements arising from the applicable privacy legislation. If the Contractor gives EQUANS the personal data of Employees, Subcontractors or the Subcontractor's employees (including self-employed persons), it is obliged to inform the person concerned of EQUANS's Privacy Statement, which can be consulted on EQUANS's website (<https://EQUANS.nl/zakelijk/technische-dienstverlening/leveranciers>) and which sets out how EQUANS uses, processes and stores this personal data.



- 31.3 The Contractor will inform EQUANS in writing and without delay, at any request, of the manner in which the Contractor complies with the applicable privacy legislation.
- 31.4 The Contractor will take technical and organisational measures to protect personal data which the Contractor receives from EQUANS.
- 31.5 The Contractor guarantees that all data it makes available to EQUANS has been obtained lawfully, has been made available lawfully to EQUANS and that the data does not infringe any third-party rights. The Contractor will indemnify and keep indemnified EQUANS against any claims or actions by public authorities and/or individuals against EQUANS arising from any infringement by the Contractor and/or its data processor of any third-party rights or obligations arising from applicable privacy legislation.
- 31.6 The Contractor will ensure that the personal data made available to EQUANS will be kept up to date within the framework of performance of the Agreement and in accordance with applicable privacy legislation.
- 31.7 The Contractor will process the personal data provided by EQUANS to the Contractor exclusively for the performance of the Agreement.
- 31.8 The Contractor must inform EQUANS immediately, and in any case within twenty-four (24) hours, if it:
- Receives a request for information, or a summons or a request for inspection or audit from a competent government authority in relation to the processing, except to the extent that the Contractor is otherwise prohibited by law from disclosing such information;
 - Intends to disclose personal data to a competent public authority; or
 - Discovers or reasonably suspects that a data breach has occurred.
- 31.9 The Contractor must immediately inform EQUANS of any complaints, requests or information requests from individuals, including requests to correct, remove or block personal data. The Contractor will not respond to these requests directly, except to the extent that EQUANS specifically instructs it to do so. As EQUANS's processor, the Contractor will not respond to these requests directly, except to the extent that EQUANS specifically instructs it to do so. This provision on the obligation to provide information will not apply to controllers.
- 31.10 The Contractor guarantees that personal data for which EQUANS is the controller will not be processed outside the European Economic Area (EEA).

32. Language

- 32.1 The Contractor declares it has sufficient knowledge of the Dutch language to enable it to fully understand the Agreement, its conditions and annexes and that all future documents, drawings and correspondence will be drawn up in Dutch. Other languages will only be used, if required by authorities authorised to do so or as expressly stated elsewhere in the Agreement.
- 32.2 These General Purchasing Conditions were originally drawn up in Dutch. If there is a conflict between the Dutch text of the General Purchasing Conditions and the translated text, the Dutch text will prevail.



PART II. SPECIAL PROVISIONS FOR CONTRACTING WORK

In addition to the General Provisions (Part I) the provisions in this section (Part II) also apply. If the Special Provisions for Contracting Work deviate from the General Provisions, the Special Provisions for Contracting Work will prevail.

33. Quality system and acceptance

- 33.1 EQUANS may require a Contractor that is not certified in accordance with the quality system accepted by EQUANS to subject itself to a quality audit before the Order is given.
- 33.2 If an acceptance test or a quality audit has been agreed, the procedure agreed in respect of this must also be imposed by the Contractor on its Sub-Contractors.

34. Implementation, work, supervision and quality of Employees

- 34.1 Before the Contractor can start performing the Work, the Contractor must submit an implementation schedule to EQUANS for approval. This schedule will include, among other things, the commencement and completion dates of the consecutive parts of the work and the staffing. If EQUANS does not agree with the implementation schedule, it will inform EQUANS of this as soon as possible after receipt of the schedule, after which the Contractor will adjust the implementation schedule in line with EQUANS's wishes.
- 34.2 EQUANS is entitled to make amendments to in the implementation schedule during the performance of the Work. Any consequences of such amendments will be communicated to EQUANS by the Contractor within five (5) working days.
- 34.3 The Contractor must report periodically, in accordance with EQUANS's wishes, on the progress of the Work and any related aspects.
- 34.4 The Contractor shall do everything that is reasonably possible to avoid waiting periods. The Contractor is responsible for the timely scheduling and coordinating of the work to be completed in consultation with the employees at EQUANS authorised in this matter. The Contractor is not entitled to derive any rights to any compensation regarding waiting periods, unless such compensation is approved by an EQUANS employee authorised in this matter.
- 34.5 The Contractor must perform the Work accurately and completely in accordance with the Agreement.
- 34.6 The Contractor must carry out the Work by deploying skilled, qualified and, if applicable, certified Employees for the work to be performed. If the Contractor wishes to deploy apprentices, this must be agreed with EQUANS in advance.
- 34.7 The Contractor is responsible for providing adequate daily supervision and direction.
- 34.8 In addition to the statutory health and safety regulations, the Contractor is obliged to comply with the instructions relevant at EQUANS and to ensure that the Employees charged by the Contractor with performing and supervising the Work comply with those instructions, without this giving rise to additional costs for EQUANS.
- 34.9 Unless otherwise agreed, the Contractor must, at its own expense, take care of the application for and receipt of and compliance with permits, dispensations and other documents from the government that are necessary for the performance of the Agreement.



- 34.10 Before starting the performance of the Work, the Employees charged by the Contractor with performing the Work and its supervision must follow working conditions instruction in order to obtain the right of access to EQUANS's grounds and/or buildings or the worksite. It will be determined in consultation who, i.e. EQUANS or the Contractor, will provide this instruction. The instruction is valid for a fixed period. If the Governance Code for Safety in the Construction Industry is applicable to the Work, the Contractor must comply with the site safety instructions, such as the Generic Site Safety Instructions. Employees who perform work at the EQUANS construction site or worksite must be in possession of proof of having successfully followed the site safety instructions before the Employee starts performing the work, such as the Generic Site Safety Instructions Certificate. The Employee must show this proof or certificate immediately on EQUANS's request. Employees who are unable to show this proof or certificate may be refused access to the construction site or the worksite.
- 34.11 Compliance with safety regulations, work instructions and the related communication is essential for the safety of the Employees charged with the performance of the Work. The Contractor is obliged to comply with the regulations that apply at the worksite(s) in question and to ensure that the Employees charged by the Contractor with performing and supervising the Work comply with those regulations.
- 34.12 If EQUANS so requests, the Contractor must give EQUANS a written statement of the personal details (and changes to these) relevant for the performance of the Work of the Employees who are or will be performing the Work for EQUANS, including copies of identity documents of Employees who are nationals of countries outside the European Economic Area.
- 34.13 If requested, the Contractor will, in order to determine the hours worked by the Employees referred to in this article, use timesheets or other means of verification, at the discretion of EQUANS.
- 34.14 The working hours of the Employees referred to in this article will, unless otherwise agreed in writing, be on working days between 6 am and 8 pm, to be determined in consultation with EQUANS, taking into account a 30 (thirty) minute lunch break for which no remuneration will be paid. Work outside these working hours, or more than 8 (eight) working hours per day, requires separate approval from EQUANS.
- 34.15 To gain access to or remain on the grounds and/or buildings of EQUANS or the worksite, Employees must at all times be able to identify themselves at the request of EQUANS or a security service set up by EQUANS, based on a legally valid identity document. To the extent that Employees are given access passes for the performance of the Work, the passes remains EQUANS's property and are strictly personal. This access card must be returned once the Work is completed. If the access card is misplaced, lost or not returned, the Contractor will owe EQUANS a fee per access card. These costs may be deducted from the Contractor's invoices.
- 34.16 Employees charged by the Contractor with performing or supervising the Work at one of EQUANS's sites must be notified of the applicable procedure at least one week before the Work commences.
- 34.17 EQUANS is entitled to deny Employees access to its sites and/or buildings or the worksite or to require the Contractor to remove them immediately from those sites or buildings:
- a. If EQUANS believes they are clearly not up to the task;
 - b. If EQUANS believes that they have misbehaved to the extent that they clearly cannot be kept on the grounds or in the buildings;
 - c. If EQUANS believes that, for security reasons, they clearly cannot be given access or kept on the grounds or in the buildings;
 - d. If they evidently act in breach of an obligation under the Agreement;
if they fail to comply with the safety rules and/or rules of conduct applicable at EQUANS and/or the worksite in question



- 34.18 In particular, the possession and/or use and/or being under the influence of alcoholic beverages, narcotics and/or substances that affect the ability to react in any way are prohibited on EQUANS's sites.
- 34.19 The Contractor is obliged to provide all cooperation necessary to enable EQUANS's security department to monitor incoming and outgoing business and personal traffic. In particular, incoming and outgoing vehicles should carry an inventory for this purpose.
- 34.20 The storage of goods by or on behalf of the Contractor on EQUANS's grounds or in its buildings is permitted only with the express written permission of EQUANS and only in places allocated for that purpose by EQUANS. Unless otherwise agreed in writing, all provisions for site huts and the costs of using them will be borne by the Contractor.
- 34.21 The Contractor will give Employees all the necessary and required hand tools, work clothes and personal protective equipment for the work related to their profession.
- 34.22 The Contractor will only replace Employees on an occasional basis and will not temporarily or definitely replace Employees without obtaining EQUANS's approval beforehand. EQUANS will not withhold its approval without reasonable grounds. EQUANS is entitled to make its approval subject to conditions.
- 34.23 If it is concluded that Employees are not capable of performing the Agreement to EQUANS's satisfaction, the Contractor undertakes vis-à-vis EQUANS to replace these Employees forthwith without requiring any extra payment from EQUANS. If EQUANS incurs damage as a result, the Contractor will compensate EQUANS for the ensuing costs.

35. Working conditions, safety and the environment

- 35.1 The Contractor must inform the Employees and any Sub-Contractors engaged by the Contractor of both the content of this article and any further instructions in the Agreement.
- 35.2 Supervisory employees of the Contractor must have had adequate safety training – in EQUANS's opinion – and must be familiar with the HSE project plan specifically applicable to the Agreement, and will be the first designated persons on behalf of the Contractor to take all measures required on the basis of the instructions referred to in Article 35.1 and the HSE project plan.
- 35.3 The Contractor has joint responsibility for the employment conditions and safety at work. The Contractor must adhere to all the applicable statutory regulations, regulations issued by the Labour Inspectorate and the safety instructions and/or other regulations applying on-site.
- 35.4 The materials, equipment and tools used by the Contractor in the performance of the Work (including but not confined to electrical tools, hoisting and lifting equipment, climbing and scaffolding equipment), personal protective equipment and technical safety material must have been approved, must meet the requirements set by the Health and Safety Inspectorate or other recognised inspection bodies and must be in good condition, all this also at EQUANS's discretion.
- 35.5 The Contractor must carry out a monthly safety inspection of the Work during the term of the Agreement. The results of this inspection must be reported to EQUANS. The Contractor must organise compulsory toolbox meetings for the Employees or ensure that the Employees participate in EQUANS's compulsory toolbox meetings.
- 35.6 Employees who, in EQUANS's opinion, do not observe safety at Work, or behave inappropriately must be removed from the worksite as soon as EQUANS demands this. The Contractor must ensure that these Employees are replaced forthwith. If EQUANS incurs damage as a result, the Contractor will compensate EQUANS for the ensuing costs.



- 34.10 Before starting the performance of the Work, the Employees charged by the Contractor with performing the Work and its supervision must follow working conditions instruction in order to obtain the right of access to EQUANS's grounds and/or buildings or the worksite. It will be determined in consultation who, i.e. EQUANS or the Contractor, will provide this instruction. The instruction is valid for a fixed period. If the Governance Code for Safety in the Construction Industry is applicable to the Work, the Contractor must comply with the site safety instructions, such as the Generic Site Safety Instructions. Employees who perform work at the EQUANS construction site or worksite must be in possession of proof of having successfully followed the site safety instructions before the Employee starts performing the work, such as the Generic Site Safety Instructions Certificate. The Employee must show this proof or certificate immediately on EQUANS's request. Employees who are unable to show this proof or certificate may be refused access to the construction site or the worksite.
- 34.11 Compliance with safety regulations, work instructions and the related communication is essential for the safety of the Employees charged with the performance of the Work. The Contractor is obliged to comply with the regulations that apply at the worksite(s) in question and to ensure that the Employees charged by the Contractor with performing and supervising the Work comply with those regulations.
- 34.12 If EQUANS so requests, the Contractor must give EQUANS a written statement of the personal details (and changes to these) relevant for the performance of the Work of the Employees who are or will be performing the Work for EQUANS, including copies of identity documents of Employees who are nationals of countries outside the European Economic Area.
- 34.13 If requested, the Contractor will, in order to determine the hours worked by the Employees referred to in this article, use timesheets or other means of verification, at the discretion of EQUANS.
- 34.14 The working hours of the Employees referred to in this article will, unless otherwise agreed in writing, be on working days between 6 am and 8 pm, to be determined in consultation with EQUANS, taking into account a 30 (thirty) minute lunch break for which no remuneration will be paid. Work outside these working hours, or more than 8 (eight) working hours per day, requires separate approval from EQUANS.
- 34.15 To gain access to or remain on the grounds and/or buildings of EQUANS or the worksite, Employees must at all times be able to identify themselves at the request of EQUANS or a security service set up by EQUANS, based on a legally valid identity document. To the extent that Employees are given access passes for the performance of the Work, the passes remains EQUANS's property and are strictly personal. This access card must be returned once the Work is completed. If the access card is misplaced, lost or not returned, the Contractor will owe EQUANS a fee per access card. These costs may be deducted from the Contractor's invoices.
- 34.16 Employees charged by the Contractor with performing or supervising the Work at one of EQUANS's sites must be notified of the applicable procedure at least one week before the Work commences.
- 34.17 EQUANS is entitled to deny Employees access to its sites and/or buildings or the worksite or to require the Contractor to remove them immediately from those sites or buildings:
- a. If EQUANS believes they are clearly not up to the task;
 - b. If EQUANS believes that they have misbehaved to the extent that they clearly cannot be kept on the grounds or in the buildings;
 - c. If EQUANS believes that, for security reasons, they clearly cannot be given access or kept on the grounds or in the buildings;
 - d. If they evidently act in breach of an obligation under the Agreement;
if they fail to comply with the safety rules and/or rules of conduct applicable at EQUANS and/or the worksite in question



- 35.7 The Contractor is obliged to report unsafe situations to EQUANS. If the deliberate failure to report unsafe situations results in damages for EQUANS or if the unsafe situation can be attributed to the Contractor, the Contractor will compensate EQUANS for the associated costs.
- 35.8 At the request of EQUANS, the Contractor will submit a valid risk inventory and evaluation, including a Plan of Action, of its company.
- 35.9 The Contractor will manage its business and administration in such a way as to comply with the applicable working condition-related laws and regulations. The Contractor will also comply with a request from EQUANS to inspect the documents relevant in this respect if it can reasonably be assumed that EQUANS needs this insight or information in order to fulfil its own legal obligation, for instance in connection with the destination of waste, working in polluted soil, etc.
- 35.10 Operational employees must have a 'basic safety SCC' certificate; supervisory employees must be in possession of the 'safety for operational supervisors certificate' or the equivalent. EQUANS reserves the right to assess the adequacy of the training course. Certificates must be submitted on request.
- 35.11 EQUANS and the Contractor will comply with the provisions of the Dutch Working Conditions Decree [Arbobesluit], Section 5 Construction Process (Articles 2.23 to 2.35), which includes the following:
- i. if necessary, EQUANS will draw up (or arrange for the drawing up of) a HSE plan for the design phase on the basis of Articles 2.27 (scope of work) and 2.28 (special hazards) and when working in contaminated soil (in accordance with CROW 400). The Contractor is obliged to draw up a HSE plan for the implementation phase based on the HSE plan for the design phase;
 - ii. EQUANS will appoint one or more coordinators pursuant to Article 2.29 of the Working Conditions Decree and the Contractor will appoint one or two coordinators for the implementation phase. EQUANS will supervise the coordinators' duties, as set out in Article 2.30, and the Contractor will supervise the coordinators' duties, as set out in Article 2.31 of this Decree;
 - iii. with a view to HSE, the Contractor is obliged to coordinate the performance of the Work with EQUANS and with third parties engaged by it and/or by EQUANS that perform work for EQUANS. The Contractor will inform EQUANS without delay if any difficulty arises in this connection or if EQUANS is likely to incur damages. In good time prior to or during the performance of the Work, the Contractor will inform EQUANS whether it is necessary to consult EQUANS and/or third parties engaged by EQUANS in the performance of the Work about the HSE situation and about the provisions to be made in this respect.
- 35.12 Delays during the performance of the Work as a result of compliance with the HSE regulations or other specific regulations that the Contractor could reasonably have known about will not be regarded as force majeure. EQUANS may therefore stop the Contractor from performing the Work, without being obliged to pay any kind of compensation as a result.
- 35.13 Written permission may be required from the representative of the EQUANS site/department concerned for the performance of the Work on the worksite. In order to obtain the necessary permission, the Contractor must contact the EQUANS location/department concerned.
- 35.14 If EQUANS prescribes the use of special safety materials or personal protective equipment, or if there is no such prescription but the specific performance of the Work nevertheless justifies this use, the Contractor and its Employees and Sub-Contractors engaged by it are obliged to use them (in accordance with instructions).
- 35.15 Before commencing performance of the Work, the Contractor must, unless otherwise agreed in the Agreement, prepare a Health and Safety Plan for the implementation phase based on the Health and Safety Plan for the design phase. The responsibility for the content and implementation of this plan lies with the Contractor. The Contractor will submit the HSE plan for the implementation phase to EQUANS for checking, and an expert at EQUANS will carry out the check. On the basis of this audit, the Contractor will adjust the HSE plan where necessary.



- 35.16 As a rule, the Contractor will prevent and manage the risks for Employees and Sub-Contractors as much as possible in accordance with the Working Conditions Decree. Where necessary, the Contractor will also give Employees adequate personal protective equipment.
- 35.17 If EQUANS discovers a situation, working method or act that is unsafe or harmful to safety, health and/or the environment, EQUANS is entitled to require the Contractor to change this in a manner to be indicated by EQUANS and within a specified time.
- 35.18 The Contractor undertakes to report immediately to EQUANS all accidents, near accidents and incidents concerning health, safety and the environment that occur during or in connection with the performance of the Work, in accordance with the procedures applicable at EQUANS. In that context, the Contractor must participate in an investigation to be conducted by EQUANS. Refusal to accept or obstruction of the above may result in immediate termination of the Agreement without the right to compensation from EQUANS.
- 35.19 The Contractor and the Sub-Contractors engaged by it in the performance of the Work will, where necessary, engage key experts certified in accordance with working conditions legislation, i.e. a company doctor, higher safety expert, occupational hygienist, industrial and organisational consultant.
- 35.20 The Contractor will indemnify EQUANS against any fines and other charges imposed as a result of HSE incidents attributed to EQUANS by the enforcement authorities, but that were caused by the Contractor, or Sub-Contractors engaged by it.
- 35.21 The HSE regulations and instructions contained in this article and all other detailed HSE regulations and instructions in use at EQUANS may be amended and/or supplemented by EQUANS at any time and will be binding on the Contractor, the Employees and the Sub-Contractors engaged by the Contractor in the performance of the Work.

36. Licences and statutory regulations

- 36.1 The Contractor is assumed to be familiar with and to have taken into account in its Offer the regulations pertaining to the performance of the Agreement issued by the national, provincial and/or municipal government, utility companies and recognised classification agencies.
- 36.2 The Contractor will ensure that Sub-Contractors are familiar with the regulations provided for in Article 36.1 and with all the other conditions which the Contractor must fulfil on the basis of the Agreement. The Contractor warrants to EQUANS that its Sub-Contractors will comply with and observe all these regulations, conditions and provisions insofar as they pertain to the work to be performed by them.
- 36.3 Unless agreed otherwise, the Contractor will ensure that it is in possession in good time of all the permits, exemptions, decisions and other government documents required for the performance of the Agreement.

37. Intervening in the work

- 37.1 If the Contractor's performance of the Work proceeds in such a way that the fixed duration for the completion of the Work or a part thereof will be exceeded or if the Contractor does not perform or has not been performed in accordance with the provisions in the Order and/or in accordance with the requirements of good workmanship, all this to be judged by EQUANS, EQUANS will notify the Contractor of this in writing.



- 37.2 If the Contractor has failed to take measures within two weeks of receiving the notification provided for in Article 37.1 that, in EQUANS's opinion, will guarantee that the backlog will be caught up with or the aforementioned provisions will be complied with within a short period of time, without prejudicing its other rights and without the mediation of the court being required, EQUANS is authorised to take any measures it considers necessary, including the refusal to allow the Contractor to perform the Work and the transference of the implementation activities to EQUANS or to third parties working on EQUANS's instructions. In such a case the Contractor will cooperate fully with EQUANS and these third parties.
- 37.3 All internal and external costs incurred by EQUANS in connection with the provisions in Article 37.2 will be for the Contractor's account. These costs will always include a payment to EQUANS in respect of so-called 'overhead' expenses. The Contractor will reimburse EQUANS for these costs immediately.
- 37.4 EQUANS is also entitled to intervene directly in the execution of the Work in situations not provided for in Articles 37.1 and 37.2 without this releasing the Contractor from its liability, if EQUANS believes this is necessary in view of operating conditions, safety and/or statutory regulations. EQUANS will notify the Contractor as soon as possible of an intervention of this kind.

38. Obligations and indemnification vis-à-vis Employees

- 38.1 The Contractor is deemed to be familiar with the legislation and regulations applicable to the Agreement, including but not confined to the Dutch Foreign Nationals (Employment) Act [*Wet arbeid vreemdelingen*], the Dutch Aliens Act [*Vreemdelingenwet*], the Dutch Placement of Personnel by Intermediaries Act [*Wet allocatie arbeidskrachten door intermediairs*], the Dutch Labour Market Fraud (Bogus Schemes) Act [*Wet aanpak schijnconstructies*], the Dutch Assessment of Employment Relationships (Deregulation) Act [*Wet Deregulering Beoordeling Arbeidsrelaties*] and the Dutch Posted Workers in the European Union (Working Conditions) Act [*Wet arbeidsvoorwaarden gedetacheerde werknemers in de EU*], as well as the provisions of the applicable collective bargaining agreements. The Contractor undertakes to observe and comply with all applicable statutory and other regulations when executing the Order and deploying Employees. Payment of wages to foreign countries is not permitted.
- 38.2 The Contractor will record the agreements with Employees in writing and, if requested, will provide competent authorities and/or EQUANS with access to the agreements with Employees and will cooperate in checks, audits or wage validations.
- 38.3 The Contractor will impose obligations similar to those stipulated in this article on all Sub-Contractors with whom it enters into agreements for the execution of the Order and will stipulate that its Sub-Contractors include these provisions in all agreements with their sub-contractors.
- 38.4 The Contractor will keep a payroll administration in accordance with the prevailing Dutch Wages and Salaries Tax Act 1964 [*Wet op de loonbelasting 1964*], the Collection of State Taxes Act 1990 the Dutch Healthcare Insurance Act [*Zorgverzekeringswet*], and the Dutch Social Insurance (Funding) Act [*Wet Financiering Sociale Verzekeringen*], and will furthermore undertake to strictly observe the applicable collective bargaining agreement. If asked to do so, the Contractor will provide the wage statements for inspection.
- 38.5 Before commencement of the work in accordance with the Agreement and, in the event of changes to information during the term of the Agreement, prior to the change in question, to the extent required and permitted by law, the Contractor will provide the information as referred to in the Dutch Liability of Recipients, Subcontractors and Clients 2004 Implementing Regulations [*Uitvoeringsregeling Inleners-, keten- en opdrachtgeversaansprakelijkheid 2004*], including but not confined to the names and the CSN, copies of valid identity documents, work permits, residence permits, certificates of coverage and professional standards certificates for all Employees deployed by the Contractor for the fulfilment of the Agreement.



- 38.6 If the Contractor deploys a self-employed person, the Contractor guarantees that the agreement between the Contractor and the self-employed person has been approved by the Tax and Customs Administration, or is based on a model agreement drawn up by the Tax and Customs Administration, so that the relationship between the Contractor and the self-employed person cannot be regarded as an employment relationship within the meaning of Dutch tax and employment legislation. The Contractor is responsible for ensuring that the self-employed person performs the work in accordance with the Agreement. EQUANS reserves the right to verify compliance with this article with the Contractor.
- 38.7 The Contractor will indemnify EQUANS against any claim by the Tax and Customs Administration and/or third parties in respect of wage tax, turnover tax and/or compulsory contributions and/or obligations pursuant to the applicable CBA owed by or on behalf of the Contractor and/or the Sub-Contractors engaged by it but not paid, and will, if EQUANS is obliged to pay the said wage tax, turnover tax and/or obligations, fully compensate EQUANS in this respect and also reimburse EQUANS for the costs incurred by it.
- 38.8 If the Contractor goes bankrupt or is facing bankruptcy, EQUANS is entitled to pay Sub-Contractors' claims in respect of the Agreement directly to those Sub-Contractors. EQUANS will inform the Contractor of this at the same time. The Contractor's claim on EQUANS will in that case be reduced by an equal amount.

39. Wages and Salaries Tax and National Insurance Contributions (Liability of Sub-Contractors) Act

- 39.1 EQUANS may request the Contractor to submit a man-hour statement which complies with the Collection of State Taxes Act 1990 in order to demonstrate that it has paid the Employees involved in the Order the amounts due to them and that it has declared and paid to the designated bodies the payroll taxes due in respect of the deployment of these Employees. If such a request is made, EQUANS will only pay after submission of the items requested, without prejudice to the provisions of Article 14.5.
- 39.2 EQUANS will at all times be entitled to pay to the Contractor the payroll taxes owed by the Contractor in respect of the Order, for which the Contractor is jointly and severally liable pursuant to Section 34 of the Collection of State Taxes Act 1990, by payment into the Contractor's blocked account.
- 39.3 With due observance of the provisions in Article 14.2, and if no agreements to the contrary have been reached as referred to in Article 42.1(iv) EQUANS will transfer 50% of the actual wage costs to the Contractor's guarantee account.
- 39.4 EQUANS will comply with its payment obligations towards the Contractor by paying into the blocked account pursuant to Article 39.2. This payment discharges the payment obligation vis-à-vis the Contractor.
- 39.5 The Contractor may only use the funds deposited by EQUANS in the Contractor's guarantee account for making payments to the Tax and Customs Administration or for making payments to a Sub-Contractor's guarantee account to whom the Contractor has assigned the performance of all or part of its share in the Work.
- 39.6 At EQUANS's request, the Contractor will each time and moreover periodically provide a copy of a statement regarding its payment record with the Tax and Customs Administration, not older than three months, as referred to in the legislation and guidelines adopted in the context of vicarious tax liability.



40. Contractors all-risk insurance (CAR)

- 40.1 The Contractor is obliged to take out and maintain for its account and for its part of the Work a customary and primary CAR insurance policy in which EQUANS is included as a co-insured. This cover must at least include the 'The Work', 'Liability' and 'Existing property' sections. The applicable policy excess stipulated in the policy is for the Contractor's account, as are damages and/or claims not covered by the CAR insurance, for which the Contractor is liable in accordance with the Agreement. The cover of the CAR insurance runs from the date on which the Work begins on the worksite until the end of the work or, if a defects liability period has been agreed, the date on which the defects liability period ends.

41. Completion

- 41.1 The Work will be deemed to have been delivered when the Contractor has notified EQUANS in writing that the Work has been completed and EQUANS has approved or accepted the Work. The approval or the acceptance will take place based on a delivery report.
- 41.2 Minor defects that can be repaired within one (1) month after EQUANS's approval or the acceptance and that do not affect the operation of the Work will not hinder or interfere with delivery.
- 41.3 Completion does not discharge the Contractor from its liability for defects in the Work.
- 41.4 The risk associated with the Work will not pass to EQUANS until delivery is completed.

42. Invoices

- 42.1 In addition to the provisions of Article **14.2**, the invoice must state:
- i. the Contractor's withholding tax number;
 - ii. a statement of whether the reverse-charge mechanism for turnover tax is applicable and, if so, the amount of turnover tax;
 - iii. guarantee account number;
 - iv. the amount to be deposited in the guarantee account and/or the size of the gross wage bill included in the invoiced amount, based on previously agreed arrangements regarding the wage bill and payment obligations.

43. Non-solicitation clause

- 43.1 The Contractor will not actively recruit personnel from EQUANS for the duration of the Agreement and for one (1) calendar year after the Agreement has terminated.



PART III. SPECIAL PROVISIONS FOR MAINTENANCE WORK

In addition to the General Provisions (Part I), the provisions of Part III and Articles 33, 34.1 (for 'implementation schedule' read 'maintenance schedule'), 35, 38 and 39 of the Special Provisions for Contracting Work (Part II) also apply to Maintenance Work. If the Special Provisions for Maintenance Work deviate from the General Provisions or the aforementioned articles of the Special Provisions for Contracting Work, the Special Provisions for Maintenance Work will prevail.

44. Definitions

The following definitions apply in these Special Provisions for Maintenance Work:

Additional Work

Work related to Revision and Replacement Work.

Assets

Property belonging to the Customer for which the Contractor is performing Maintenance Work on EQUANS's instructions.

Contract Price

The costs for the performance of Preventive Maintenance by the Contractor laid down in the Agreement.

Corrective Maintenance

The repair and reactive maintenance of Assets.

Customer

EQUANS's customer.

Emergencies

A life-threatening situation or an event with a high environmental risk or a very serious malfunction of the Customer's primary business and operational processes.

Fixing Time

The period of time between EQUANS reporting a fault and the time when the Contractor has restored the Function.

Function Recovery

The temporary or permanent restoration of an Asset so that the Asset in question functions properly.

Instructions

All instructions and procedures as applicable on the premises and in the buildings where the Maintenance Work is to be performed, including safety and security regulations, procedures, work instructions, house rules and codes of conduct.

Malfunction

The malfunctioning of an Asset.

Maintenance Work

The work commissioned by EQUANS in relation to Preventive and Unscheduled Maintenance of Assets.

Offer

The Offer issued by the Contractor at the request of EQUANS for the performance of Maintenance Work.

**Office Hours**

Working days from 7 am to 6 pm.

Open Budget

A detailed insight, to be provided by the Contractor, into: i) the number of hours of own Employees per type and the related rate; ii) the costs of materials and equipment (including the supplier's offer/invoice) and the mark-ups and surcharges applied; and iii) the costs of Sub-Contractors (including the offer/invoice of the Sub-Contractors engaged by the Contractor) and the mark-ups and surcharges applied.

Overhaul Work

The upgrading and/or improvement of Assets with the aim of restoring, extending and improving the technical and/or functional service life and/or operational reliability.

Preventive Maintenance

Planned work to prevent deterioration and malfunctioning of Assets, including and not limited to testing and inspections.

Replacement Work

The replacement of Assets at the end of their service life.

Response Time

The period of time between EQUANS reporting a fault and the time when the Contractor is present at the site of the Malfunction with competent and capable Employees.

Service Levels

The requirements set out in the Agreement with regard to the Maintenance Work, such as Fixing and Response Times.

The Work

The performance of Maintenance and/or Overhaul and/or Replacement Work by the Contractor.

Unscheduled Maintenance

Generic name for Maintenance Work related to containing Corrective Maintenance due to Emergencies and malfunctions.

45. Fee and indexation

- 45.1 For the performance of the Maintenance Work by the Contractor, EQUANS will pay the Contractor a fee based on the Contract Price, rates and expenses as set out in the Agreement.
- 45.2 Small equipment and consumables up to an amount of €50 (in words: fifty euro) are included in the fee.
- 45.3 The Contractor must submit the proposal for indexation to EQUANS by the end of September of each calendar year. The Parties will strive to reach agreement on the indexation no later than 31 December of any calendar year, after which the Contract Price, rates and expenses referred to in paragraph 1 of this article will be adjusted accordingly and will apply 1 January of the following new calendar year and not before. This Contract Price, and these rates and costs can never be adjusted without the Parties having reached agreement on the indexation, they will never be adjusted retroactively.



46. Safety

- 46.1 Before commencing the Work, the Contractor must familiarise itself with the Instructions and conditions which apply on the sites and in the buildings where the Work will be performed.
- 46.2 Complying with Instructions and the related communication is essential for the safety of the Employees charged with the performance of the Work. The Contractor is obliged to comply with the Instructions that apply at the worksite(s) in question and to ensure that the Employees charged by the Contractor with implementing the Agreement comply with those Instructions.
- 46.3 The Contractor is responsible for the safety of the Employees and will take the necessary measures to this end. The Contractor will ensure, inter alia, that Employees are provided with personal protective equipment.

47. Performance and support

- 47.1 The Contractor guarantees that the Work will be performed in accordance with the Agreement and will meet the relevant provisions in the Agreement.
- 47.2 In principle, Maintenance Work is carried out during Office Hours.
- 47.3 If Maintenance Work may lead to serious malfunctions of the Customer's (primary) business processes, it may be performed outside Office Hours at EQUANS's request.
- 47.4 The Contractor must in any event be available by telephone during Office Hours.

48. Reporting obligation

- 48.1 The reporting obligation depends on the scope, extent and complexity of the Maintenance Work. The costs for this must be included in the Contract Price.
- 48.2 Unless otherwise stipulated in the Agreement, the Contractor must provide at least the following reports and documents:
 - i. A job card signed by EQUANS as proof that the Maintenance Work has been carried out.
 - ii. A detailed performance report with information on:
 - a. Maintenance Work that has already been done;
 - b. Parts replaced;
 - c. Changes to the Asset;
 - d. Recommendations for the proper functioning of Assets in the future;
 - e. The certificates required by law for the Assets on which Maintenance Work was performed.
- 48.3 No later than on 1 October of each calendar year, the Contractor will provide a list of changes to the Assets, together with a proposal for the Contract Price for the new calendar year for all Assets.

49. Packaging materials, waste and residual material

- 49.1 The Contractor will ensure that the Customer's location(s) where the Work to be performed by it is to be carried out is inconvenienced as little as possible by packaging material.



- 49.2 The Contractor will ensure that the packaging materials brought by it, and the construction and demolition waste released during the performance of Work, if permitted, are disposed of in the designated containers at the Customer's premises. If this is not permitted, the Contractor must collect these materials and/or construction and demolition waste separately, remove them and have them processed as waste in accordance with the applicable environmental requirements.
- 49.3 The Contractor will remove materials that cannot be used and/or contaminated materials in the builders rubble from the Maintenance Work, such as oil, coolants, filters, gaskets, etc., as soon as they are released, in accordance with the relevant statutory requirements.
- 49.4 The technical parts replaced during the Work may be reusable or repairable and are the property of the Customer. The Contractor will only remove them after consulting EQUANS and with EQUANS's permission.

50. Service Level Agreement

- 50.1 If no Service Levels are laid down in the Agreement, the Contractor will enter into a Service Level Agreement (SLA) immediately on EQUANS's request. This SLA will set out specific Service Levels, the way they are measured and the content and frequency of the reports.
- 50.2 The Contractor will do its utmost to achieve the Service Levels. The consequences of not achieving these Service Levels will be laid down in the Agreement or the SLA. EQUANS will in any event be entitled to cancel the Agreement in the event of repeated failure on the part of the Contractor to achieve the Service Levels.

51. Malfunctions

- 51.1 EQUANS will report Malfunctions and the Contractor will mark them as attended to in the manner provided for in the Agreement.
- 51.2 In accordance with the provisions of the Agreement or the SLA, EQUANS will establish a priority level when reporting a Malfunction.
- 51.3 The Contractor will respond to a report of a Malfunction as soon as possible and will in any case comply with the Response Time and Fixing Time stipulated in the Agreement or the SLA.

52. Delivery and invoicing

- 52.1 The Contractor must provide reports relating to the Preventive Maintenance no later than ten (10) working days after notification of the completion.
- 52.2 The Contractor's invoicing of Preventive Maintenance must take place no later than ten (10) working days after EQUANS has approved the maintenance report.
- 52.3 Once the Corrective Maintenance has been carried out, the Contractor will provide the job card(s) signed by EQUANS, accompanied by an Open Budget, no later than five (5) working days after notification of the completion.
- 52.4 The Contractor's invoicing for Corrective Maintenance must take place no later than ten (10) working days of it being carried out.



52.5 The Contractor's invoicing for Additional Work takes place according to what was agreed in this respect in the order.

53. Offers

53.1 The Contractor will give EQUANS offers no later than five (5) working days after EQUANS requests them.

53.2 The Contractor will always provide an Open Budget with offers.

PART IV. SPECIAL PROVISIONS FOR PROVIDING SERVICES

In addition to the General Provisions (Part I) the provisions in this section (Part IV) also apply to the provision of Services. If the Special Provisions for the provision of Services deviate from the General Provisions, the Special Provisions will prevail.

54. Definitions

The following definitions apply in these Special Provisions for Services:

a. Contract Price

The costs for the performance of Services by the Contractor laid down in the Agreement.

b. Customer

EQUANS's customer.

c. Instructions

All instructions and procedures as applicable on the premises and in the buildings where the Services are physically to be provided at the Customer's location, including safety and security regulations, procedures, work instructions, house rules and codes of conduct.

55. Fee and indexation

55.1 For the provision of Services by the Contractor, EQUANS will pay the Contractor a fee based on the Contract Price, rates and expenses as set out in the Agreement.

55.2 The Contractor must submit the proposal for indexation to EQUANS by the end of September of each calendar year. The Parties will strive to reach agreement on the indexation no later than 31 December of any calendar year, after which the Contract Price, rates and expenses referred to in paragraph 1 of this article will be adjusted accordingly and will apply 1 January of the following new calendar year and not before. This Contract Price, and these rates and costs can never be adjusted without the Parties having reached agreement on the indexation, they will never be adjusted retroactively.

56. Safety

56.1 If the Services are to be provided physically at the Customer's location, the Contractor must, before commencing the provision of the Services, familiarise itself with the Instructions and conditions that apply at the sites and in the buildings where the Services will be provided.



- 56.2 Complying with the Instructions and the related communication is essential for the safety of the Employees charged with the provision of the Services. The Contractor is obliged to comply with the Instructions that apply at the worksite(s) in question and to ensure that the Employees charged by the Contractor with implementing the Agreement comply with those Instructions.
- 56.3 The Contractor is responsible for the safety of the Employees and will take the necessary measures to this end. The Contractor will ensure, inter alia, that Employees are provided with personal protective equipment if this is applicable to the Services to be provided.

57. Performance, Employees and replacement

- 57.1 The Contractor guarantees that the Services will be provided in accordance with the Agreement and will meet the relevant provisions in the Agreement.
- 57.2 The Contractor guarantees that the Employees deployed for the provision of the Services will have the expertise, training and experience required for the provision of the Services.
- 57.3 Employees work at all times for the Contractor's account and risk.
- 57.4 Employees are obliged to carry valid proof of identity while providing the Services and must show this proof of identity if EQUANS so requests.
- 57.5 The Contractor is not entitled to temporarily or permanently replace Employees during the performance of the Agreement without EQUANS's prior permission. EQUANS will not withhold this permission unless it has reasonable grounds to do so. EQUANS is entitled to attach conditions to this permission.
- 57.6 EQUANS may require the Contractor to replace Employees and the Customer will comply with this:
- a. If EQUANS believes they are clearly not up to the task;
 - b. If EQUANS believes that they have misbehaved to the extent that they clearly cannot be kept;
 - c. If EQUANS believes that, for security reasons, they cannot be kept;
 - d. If they evidently act in breach of an obligation under the Agreement.
- 57.7 When replacing Employees, the Contractor will make available Employees who, in terms of expertise, education and experience, are at least equivalent to the Employees to be replaced, or who comply with the provisions that the Parties have agreed in respect of Employees. Replacing Employees will not affect the Contract Price stipulated in the Agreement.

58. Not an employee, measures for payment of wages

- 58.1 The Contractor declares and guarantees that Employees, not being self-employed persons, who are deployed for the fulfilment of the Agreement, will provide the Services (i) on the basis of an employment contract with the Contractor (or a group company of the Contractor); or (ii) on the basis of an employment contract with a Sub-Contractor of the Contractor, whereby the relationship between the Contractor and the Employee can be regarded as an employment relationship within the meaning of Dutch tax and employment legislation. The Contractor also guarantees that the actual circumstances are in accordance with the employment contract concluded.
- 58.2 Neither the Contractor nor Employees are considered to be EQUANS's employees. Neither the Contractor nor Employees are entitled to employees' rights or benefits from EQUANS. The Contractor will be solely responsible for the full and timely payment of all wages and other payments to which Employees are entitled under the law or an (employment) agreement.



- 58.3 The Contractor is solely responsible for the timely and correct withholding and payment of all applicable taxes and premiums owed by the Contractor in the provision of the Services, including VAT, wage tax and social security premiums.
- 58.4 If the Contractor deploys a self-employed person, the Contractor guarantees that the agreement between the Contractor and the self-employed person has been approved by the Tax and Customs Administration, or is based on a model agreement drawn up by the Tax and Customs Administration, so that the relationship between the Contractor and the self-employed person cannot be regarded as an employment relationship within the meaning of Dutch tax and employment legislation. The Contractor is responsible for ensuring that the self-employed person performs the work in accordance with the Agreement. EQUANS reserves the right to verify compliance with this article with the Contractor.
- 58.5 Contractor will record which Employees it deploys for the implementation of the Agreement, the wages received by the Employees concerned and whether these wages meet the requirements set by law or by the (employment) agreement.
- 58.6 As soon as EQUANS or a competent authority so indicates, the Contractor will grant access to the information referred to in Article **58.5** or will provide this information, and, if requested, will provide all underlying documents, for the purpose of checks, audits or wage validations.
- 58.7 In respect of EQUANS, it is sufficient for the Contractor to submit, instead of the information referred to in Articles **58.5** and **58.6**, a certification mark, certificate or declaration from an accountant as referred to in the Dutch Accountancy Profession Act [*Wet op het accountantsberoep*], which shows that the accountant is satisfied as to the correctness and completeness of the wages paid in the context of the work for the performance of the Agreement.
- 58.8 The Contractor will immediately inform EQUANS of its own volition if a claim for wages is filed against it pursuant to Book 7, Section 616a of the Dutch Civil Code.
- 58.9 The Contractor undertakes to impose the obligations referred to in this article on Sub-Contractors deployed by it for the performance of the Agreement, and to stipulate that these Sub-Contractors include the same or similar stipulations that apply to the Sub-Contractors to be deployed by them.

59 Personnel clause

- 59.1 Without the consent of the other Party, neither Party will, during the performance of the Agreement and within one year after the termination of the Agreement, in any way whatsoever, directly or indirectly, approach or entice employees of the other Party to terminate their employment contract with that Party in order to enter into an employment contract with the other Party or a company affiliated to the other Party. This permission will not be withheld on unreasonable grounds. If an employee of one Party actively approaches the other Party of his or her own accord, this will not constitute a breach of this Article 59 on the part of that Party.