

# General Purchasing Terms and Conditions (“GPTC”)

## Koninklijke BAM Groep N.V.

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### CHAPTER I. GENERAL

#### Article 1. Definitions, chapters and applicability

- In these GPTC the following definitions shall apply:
  - Contract Documents: the Agreement and the documents forming part of the Agreement;
  - Main Construction Contract: the agreement between the Client and the Principal;
  - Payroll Taxes: PAYE tax, social security contributions, social security contributions and income-related contributions under the Dutch Health Care Insurance Act combined.
  - Worker: any person who is or has been put to work by the Contractor, the Principal or the Client, including but not limited to employees of the Contractor or Subcontractors, external workers hired by the Contractor, independent contractors engaged by the Contractor, or other third parties;
  - Order: the client assignment given by the Principal to the Contractor with respect to the execution of the Performance (including the corresponding annexes);
  - Principal: Koninklijke BAM Groep N.V. and/or any of its subsidiaries and/or other parties associated with Koninklijke BAM Groep N.V.;
  - Contractor: the party with whom the Principal negotiates towards conclusion of the Agreement and/or with whom the Principal enters into the Agreement;
  - Subcontractor: a natural person or legal entity who is (directly or indirectly) engaged by the Contractor to carry out the Performance;
  - Agreement: the agreement (including the corresponding annexes);
  - Performance: the performance to be executed by the Contractor under the Agreement, consisting of: the delivery of goods and/or the execution of works and/or the execution of work and/or services and/or other work and related activities;
  - Client: the principal according to the Main Construction Contract;
  - Work: the work to be delivered by the Principal to the Client;
  - "Supplier Code of Conduct": the code of conduct applied by BAM to Contractors (see website [www.bam.com](http://www.bam.com)).
- These GPTC are applicable to all applications, quotations, offers, Orders, purchase orders, order confirmations, agreements and other legal acts concerning the Performance to be executed by the Contractor to the Principal.
- Any deviations from and/or supplements to these GPTC can only be explicitly agreed in writing.
- The applicability of general terms and conditions of the Contractor, regardless of their name, is explicitly precluded.
- If the contents of the Agreement deviate from the contents of these GPTC, the contents of the Agreement shall prevail.
- The invalidity of a provision from the Agreement and/or from these GPTC has no consequences for the validity of the other provisions of the Agreement and these GPTC.
- Should a provision from the Agreement and/or from these GPTC prove invalid, or unacceptable under the circumstances according to the principles of reasonableness and fairness, a provision shall apply between the parties that shall be acceptable, taking all circumstances into consideration.
- If - regardless of the title of the Agreement - the Agreement (also) refers to delivery of goods, CHAPTER II. DELIVERY OF GOODS shall also apply, in addition to CHAPTER I. GENERAL. In the event of incompatibility between any provisions from both chapters, the provisions in CHAPTER II. DELIVERY OF GOODS shall prevail.
- If - regardless of the title of the Agreement - the Agreement (also) refers to contracting of work, CHAPTER III. CONTRACTING OF WORK / SUBCONTRACTING shall also apply, in addition to CHAPTER I. GENERAL. In the event of incompatibility between any provisions from both chapters, the provisions in CHAPTER III. CONTRACTING OF WORK / SUBCONTRACTING shall prevail.

#### Article 2. Quotation

- A request for quotation issued by the Principal is non-binding. All costs involved in drawing up a quotation / offer shall be borne by the Contractor.
- A quotation of the Contractor is irrevocable, unless the Contractor has explicitly stated in writing in the quotation itself that it is revocable.
- The Contractor shall stand by its quotation during a period of at least 6 weeks. If the Contractor issues its quotation within the scope of taking part in a tendering procedure initiated by the Principal, the Contractor shall comply with its quotation and accomplish the order without any price changes in accordance with the deadline specified in the application. For lack of such a deadline, the Contractor shall comply with its quotation and accomplish the order without any price changes up to six months after the Work has been awarded by the Client to the Principal.
- The Contractor guarantees that the quotation(s) has/have been drawn up legitimately, and in particular that such quotation(s) has/have been accomplished without any agreement or mutually agreed acts with third parties in a bid to prevent or limit free competition and/or increase prices.

#### Article 3. Agreement

- An Agreement shall only be concluded:
  - by the Contractor's signing the unchanged Order that was sent by the Principal to the Contractor, with the request to return it unchanged and signed within 14 days after the date it was sent; or
  - if the Contractor still fails to return the Order within 14 days after the date it was sent and fails to submit a written objection against the contents of the Order or has started with the execution of the Order, implying that the Contractor has accepted the Order, on the conditions stated in the Order and with applicability of these GPTC.
- If two or more Contractors (are deemed to) have jointly accepted the Order, they shall be jointly and severally liable for the execution of the Performance and the resulting consequences.
- Upon entering into the Agreement, the Contractor is obliged to alert the Principal regarding inaccuracies in the Order insofar as the Contractor was - or reasonably should have been - aware thereof. The same applies in the event of defects and unsuitability of objects originating from the Principal, including the soil on which the Principal has the Performance carried out, as well as errors or defects in plans, drawings, calculations, specifications of work or execution instructions provided by the Principal.
- Supplements to and changes of provisions in the Agreement shall only be binding upon the Principal if accepted in writing by the Principal.
- The Agreement is entered into on the conditions precedent that the Main Construction Contract is concluded and that engaging the Contractor is approved by the Client.

#### Article 4. Performance requirements

- The Contractor shall carry out the Performance in accordance with the requirements of proper and solid work and in accordance with the Agreement. The Performance shall have the qualities as are required for the designated purpose of the Performance.

#### Article 5. Approval, inspection and testing

- The Principal, the Client, and/or the construction management have the right to inspect and/or test the Performance during processing, manufacturing, storage, or transport. The Contractor shall make the facilities, equipment and staff available to the Principal, free of charge, for the benefit of a necessary inspection and/or test as necessary in order to carry out the inspection and/or test.
- The Contractor cannot derive any rights from the results of an inspection and/or test.
- Each party shall bear its own inspection and testing costs. The costs of engaging third parties for inspections and tests shall be borne by the Principal if it turns out that the Performance is in conformity with the requirements from the Agreement. If the Performance is not in conformity with the requirements from the Agreements, the costs shall be borne by the Contractor.
- If during an inspection or test the Principal rejects the Performance in whole or in part with motivation, the Contractor shall repair or replace (the rejected part of) the Performance as soon as possible at the request of the Principal, at its own expense and risk.
- If the Contractor fails to replace or repair the rejected (part of the) Performance after the Contractor has fallen into default, the Principal shall be entitled to replace or repair - or outsource replacement or repair of - the rejected (part of the) Performance at the expense and risk of the Contractor.
- Approval, inspection, testing and/or repair of the Performance after rejection shall not release the Contractor from any guarantee or liability under the Agreement.

#### Article 6. Price

- All prices and mark-up percentages are fixed, exclusive of VAT, and not subject to indexation.
- The Contractor can lay claim on compensation due to cost-increasing circumstances if and insofar as the Principal has that same claim on the Client, and not until the Principal has received the compensation from the Client.

#### Article 7. Invoicing

- The invoice shall meet the legal requirements stated in the Dutch Turnover Tax Act 1968 and the Subcontractor Liability for Wages & Salaries Tax and Social Security Contributions Implementation Regulations 2004
- Where applicable, the Contractor must in any event state the following data in the invoice:
  - name, address, and city of residence of the Contractor;
  - bank account number of the Contractor;
  - payroll-tax number of the Contractor;
  - purchase-order number or - for lack thereof - project number, cost centre and general ledger number;
  - work and the execution site(s) that the invoice refers to;
  - time frame and the executed performances that the invoice refers to;
  - the rate and amount of the VAT payable;
  - in the event of secondment within the meaning of Section 34 Dutch Collection of State Taxes Act 1990 or of subcontracting within the meaning of Section 35 Dutch Collection of State Taxes Act 1990: the amount to be deposited into the escrow account, and/or the scale of the gross total salary amount stated in the invoiced amount based on previously agreed arrangements with respect to the total salary amount and the payment obligations;
  - if the VAT reverse charge mechanism applies, the statement "VAT reverse charge mechanism" and also the Principal's VAT identification number;
  - escrow account number.
- Together with the invoice, the Contractor must send in the timesheet invoice, delivery receipt, timesheet, or statements of revenues and expenditures, signed by the Principal, evidencing that the Contractor is entitled to payment. In the event of secondment within the meaning of Section 34 Dutch Collection of State Taxes Act 1990 or subcontracting within the meaning of Section 35 Dutch Collection of State Taxes Act 1990, the Contractor must in any event send in, together with the invoice, a timesheet that meets the requirements set forth in <http://www.bam.com/wka> [www.bam.com/nil/wka](http://www.bam.com/nil/wka).
- If the Contractor is entitled to compensation of the financial consequences of a change pursuant to article 10, these must be invoiced separately.

#### Article 8. Payment

- The payments shall be effected in accordance with the payment schedule forming part of the Agreement, or, for lack thereof, after the last supply or delivery of the Performance.
- The term of payment is sixty (60) days after receipt of the invoice by the Principal. If the Contractor falls under the description of small and medium-sized enterprises within the meaning of Section 6:119a paragraph 6 Dutch Civil Code, the payment term shall be thirty (30) days after receipt of the invoice by the Principal.
- The Principal shall only pay:
  - after receipt by the Principal of the unchanged Agreement or Order signed by the Contractor;
  - if the Performance or the part thereof to which an instalment/payment refers has been supplied/delivered by the Contractor to the satisfaction of the Principal;
  - after receipt by the Principal of an invoice in accordance with the requirements stated in Article 7(1), (2) and (3); and
  - after, upon request thereto, the Contractor has demonstrated that it has paid the Workers involved in the Performance what they are entitled to, and that it has filed a tax return to the competent authorities and has paid the payable Payroll Taxes and VAT with respect to the engagement of such Workers.
- The Principal is at all times entitled to pay the Payroll Taxes and VAT to the Contractor as payable by the Contractor in connection with the Work, for which the Principal shall be jointly and severally liable under Section 34 or 35 Dutch Collection of State Taxes Act 1990, by payment into its escrow account within the meaning of the aforementioned law sections.
- By payment into the escrow account pursuant to paragraph 4, the Principal shall meet its payment obligations towards the Contractor.
- The Contractor is held, within three months after the supply and/or delivery of the Performance, to submit its invoice to the Principal for any outstanding amount, on pain of expiry of a possibly remaining right of legal action against the Principal.
- If the Principal wrongfully fails to pay in time what is payable under the Agreement, the Contractor shall be entitled to late-payment interest under Section 6:119 Dutch Civil Code until the date of (late) payment by the Principal.
- A payment by the Principal shall not imply any waiver of rights whatsoever.

#### Article 9. Suspension and set-off

- If the Contractor fails to meet its obligations and/or in case of rejection of the Performance within the meaning of article 5 (Approval, inspection and testing), the Principal may suspend its payment obligations towards the Contractor until the Contractor has fulfilled its obligations.
- The Principal may set off the amounts that it owes to the Contractor in connection with the Agreement against all claims of the Principal on the Contractor.
- The Principal may set off any amounts that it owes to the Contractor in connection with the Agreement against any immature claims of the Principal on the Contractor in connection with Payroll Taxes and VAT not paid by the Contractor and/or Subcontractors, for which the Principal may be held liable under Section 34 or 35 Dutch Collection of State Taxes Act 1990.
- In the event of (imminent) insolvency of the Contractor, the Principal shall be entitled to pay claims of Subcontractors concerning the Agreement directly to such Subcontractors. The Contractor shall be notified simultaneously by the Principal, in which case the claim of the Contractor on the Principal shall be decreased by an equal amount.
- In the event of administrative receivership and/or insolvency of the Contractor, the Principal shall be entitled to suspend its payment obligations until the Principal has received a waiver from the Dutch Tax Authorities evidencing that the Principal shall not be held liable under Section 34 and/or 35 Dutch Collection of State Taxes Act 1990 for the Contractor's and/or its Subcontractors' wrongful non-payment of Payroll Taxes and VAT referred to in the aforementioned law sections. It is the obligation of the trustee in bankruptcy or the administrative receiver to obtain the said waiver.
- The Contractor waives its right of suspension and/or lien.

#### Article 10. Changes

- The Contractor is only entitled to claim compensation of the financial consequences of a change and/or related postponement of the supply and/or delivery date and/or agreed milestones, if and insofar as such change, including its financial consequences and related postponement, has been agreed in writing.
- The Contractor may only refuse implementation of a change at the request of the Principal if the implementation of such change:
  - leads to an unacceptable disruption of the execution of the Performance according to the standards of reasonableness and fairness, or
  - would compel the Contractor to carry out work beyond its technical expertise and/or capacity, or
  - would put the safety of the project or people at risk.
- Within 14 calendar days after the Principal has submitted a change request, the Contractor shall be held to submit a specification to the Principal of the financial consequences and possible consequences for the construction time because of the proposed change. If the Contractor fails to submit a specification to the Principal of the additional costs and the consequences for the construction time within this period, the Contractor's right of compensation of costs and/or right of postponement of the supply and/or delivery date and/or agreed milestones shall expire.
- The Principal may assign the Contractor in writing to implement a change under the proviso - explicitly stated in the Order - of determining the financial consequences of the change and possible adjustment of the supply and/or delivery date and any agreed milestones, in which case the Contractor shall be held to start with the execution of the change before the parties have reached consensus regarding the financial consequences and/or adjustment of the supply and/or delivery date and any agreed milestones.
- If the Contractor submits a change proposal, it must add a proposal containing at least the following:

- a) a description of the change and the manner in which the Contractor intends to accomplish it;
  - b) clarity regarding the extent to which the change shall lead to a change of the supply and/or delivery date and any agreed milestones;
  - c) clarity regarding the financial consequences;
6. The Principal may attach conditions to its approval of a change proposal of the Contractor.

#### Article 11. Termination

1. The Principal has the right to terminate the Agreement in whole or in part in the event of a failure by the Contractor to perform its obligations under the Agreement, if, after notice of default by the Principal and whilst correction is still possible, the Contractor has not corrected the failure to perform within the relevant reasonable time limit set by the Principal.
2. The Principal has the right to terminate the Agreement in whole or in part without requiring any written notice of default:
  - a) if the Contractor oversteps a final deadline for the performance of its obligations;
  - b) in the event of (a petition for): (i) insolvency, (ii) administrative receivership, (iii) (partial) liquidation or (iv) placement under legal restraint of the Contractor or the natural person or legal entity who acts as guarantor or who has provided security for the commitments of the Contractor;
  - c) if the Contractor transfers (parts of) its company or the control thereof in whole or in part, suspends its business in whole or in part, or discontinues the business operations in whole or in part;
  - d) if property of the Contractor is subject to a pre-judgment attachment or an attachment on court orders;
  - e) if it has become evident that the Contractor or the Workers or Subcontractors that it engages have acted in breach of any provision of these GPTC;
3. All possible claims of the Principal on the Contractor in the cases mentioned before in article 11.2 shall immediately become fully due and payable.
4. The Principal may terminate the Agreement any time without observing any period of notice and without motivation, in which case the Principal shall pay a compensation to the Contractor in proportion to the status of the Performance upon termination and to be determined based on the agreed price, possibly increased by reasonably incurred expenses which were not taken into account in the aforementioned amount.
5. In the event of a termination of the Agreement pursuant to paragraph 1 or 2, the Principal shall be entitled to use - or allow the use of - all and any equipment / materials present at the construction site for completion of the Performance taken up by the Contractor. The Contractor is held to leave the relevant equipment / materials behind which upon notification of the termination are present at the construction site.

#### Article 12. Guarantees

1. The Contractor is held to provide the guarantees to the Principal specified in the Agreement.
2. If no guarantees are specified in the Agreement, the Contractor shall be held to provide all guarantees to the Principal which the Principal is held to provide to the Client pursuant to the Main Construction Contract, if and insofar as such guarantees refer to the Performance, provided that the said guarantees were made known to the Contractor before award of the Order.
3. If no guarantees are specified in the Agreement and if there is no Main Construction Contract, the Contractor shall warrant the solidity of the Performance during a period of two years, calculated from the date of supply and/or delivery.
4. The Contractor is held to repair any defects occurring during a guarantee period at its own expense and risk and upon first demand of and in consultation with the Principal as soon as possible, unless the Contractor demonstrates that the defects are not at its expense and/or risk.
5. Any guarantees given by the Contractor deviating from the guarantees mentioned before in this article shall never have as a consequence that the guarantees mentioned before in this article shall be excluded or limited in scale or duration.
6. The Principal may have a defect repaired at the expense of the Contractor if, after written notice of default, the Contractor does not repair the defect, not in time, or not properly. If repair is a matter of urgency, prior written notice of default is not necessary - by way of deviation from the previous sentence.
7. This article shall not affect the liability of the Contractor under the Agreement and the law.

#### Article 13. Liability and indemnification

1. The Contractor is liable for the damage suffered by the Principal due to an attributable failure by the Contractor to perform its obligations under the Agreement and for any damage inflicted on property of the Principal caused by the Contractor. As for the damage scale, the parties shall observe the statutory regulation (Book 6, Title 1, Section 10 Dutch Civil Code).
2. The Principal has the right to repair - or outsource the repair of - any defects caused by a failure by the Contractor to meet its obligations under the Agreement at the expense and risk of the Contractor if, after a notice of default by the Principal, the Contractor has not remedied the failure to perform within the period set by the Principal for that purpose.
3. The Contractor shall indemnify the Principal against:
  - a) third-party claims for compensation of damage suffered in connection with a failure by the Contractor to meet its obligations under the Agreement, or a wrongful act (tort) on the part of the Contractor;
  - b) claims by Workers;
  - c) penalties and/or disciplinary measures imposed on the Principal and/or the Client and/or third parties in connection with non-compliance with legislation on the part of the Contractor;
  - d) damage inflicted on property of third parties caused by the Contractor.
4. Except in case of wilful misconduct or deliberate recklessness, any liability for loss of profit, loss of forecasted savings (except for costs relating to necessary repairs), and reputational damage is excluded.
5. In the event of insolvency of the Contractor, the Principal shall be entitled to invoice 10% of the price agreed in the Agreement to the Contractor and to set it off against the claims of the Contractor, as compensation for the fact that because of the insolvency of the Contractor the Principal shall be unable to exercise its contractual and/or legal (guarantee) rights in connection with (hidden) defects to the Performance. In addition, the Principal shall be entitled to invoice the actual damage and to set it off against the claims of the Contractor.

#### Article 14. Insurance

1. The Contractor is held to have an insurance policy in place with a minimum insurance cover of EUR 2,500,000 per event in order to cover its liability.
2. If any equipment is engaged, the Contractor shall be held to insure such equipment against damage inflicted on the object itself as well as against liability. A deductible, if any, shall be at the expense of the Contractor. The insurance policy must specify that:
  - a) for objects subject to motor vehicle liability insurance, the insurance cover meets the requirements of the Dutch Motor Insurance Liability Act and provides insurance cover against damage caused by use of the equipment.
  - b) the Principal and the Client are co-insured and that insurers shall waive any recourse.
3. Upon first request of the Principal, the Contractor shall provide the Principal with a copy of the insurance policy and/or proof that the payable insurance premium has been paid.
4. If no insurance policy has been taken out and/or if proof of payment of the insurance premium of any of the aforementioned insurance policies has not been provided, the Principal shall be entitled to take out such insurance policy/policies at the expense of the Contractor.

#### Article 15. Intellectual property

1. All drawings, images, calculations, working methods, data and procedures belonging to the Principal shall remain property of the Principal and may not be multiplied, copied, handed over to third parties or published by the Contractor, or used in a manner outside the scope of the Agreement. Upon request of the Principal the Contractor shall be held to return such documents to the Principal at its own expense after supply and/or delivery.
2. Goods and working methods developed by the Contractor in collaboration with or on orders of the Principal shall become the property of the Principal and may only be made available to third parties after the written consent of the Principal. The expertise gained during such development by the Contractor is only available to the Principal and shall not be disclosed by the Contractor to third parties, nor used for its own benefit and/or the benefit of third parties, unless the Principal has given its written consent before such use. If and insofar as necessary, the Contractor shall in advance transfer the intellectual property rights to the Principal, unconditionally and free of charge, which transfer the Principal accepts. If the transfer or registration in relevant registers requires a deed or another formal act, the Contractor undertakes to cooperate unconditionally already today for the

future, respectively gives an irrevocable power of attorney to the Principal already today for the future to accomplish such transfer or registration (or other formal act).

3. If and insofar as any Performance delivered by the Contractor is governed by intellectual property rights of which the Contractor can prove that these existed already before the Agreement entered into force and were owned by the Contractor or developed independently of (the implementation of) the Agreement, such intellectual property rights shall rest with the Contractor. The Contractor grants the Principal a non-excluding, perpetual, irrevocable, worldwide and transferable right to use such intellectual property rights for any purpose in connection with the business or activities of the Principal. This right of use of the Principal shall also comprise the right to grant such a right of use to its (potential) purchasers or to other third parties with whom it maintains a relationship in connection with its business operations.
4. The Contractor guarantees that the execution of the Performance shall not infringe any intellectual property rights (including but not limited to copyright, patent, prototype right, trade mark right) of the Principal and/or third parties. The Contractor shall indemnify the Principal against all and any claims by third parties due to infringement of such rights as well as all and any consequential damage.
5. Without the prior written consent of the Principal, the Contractor is not permitted to use the name BAM and/or the logo of BAM.

#### Article 16. Non-disclosure

1. The Contractor is bound by confidentiality regarding all data, information and expertise obtained from the Principal, whose confidential nature the Contractor is - or ought to be - aware of, unless the Contractor is obliged by law to disclose or publicly disclose such data, information and/or expertise.
2. The Contractor guarantees that its Workers shall observe the same non-disclosure obligation.
3. Without the prior written consent of the Principal, the Contractor is not permitted to communicate publicly about its involvement in a project and/or tendered project of the Principal, for instance during meetings (such as seminars and symposiums) or by means of brochures or publication in newspapers, (technical) magazines, professional journals, mainstream magazines, social media, or otherwise. Permission of the Principal, if any, shall be subject to properly mentioning the involvement of the Principal, this at the discretion of the Principal.

#### Article 17. Legislation and permits

1. The Contractor shall see to it that the Performance complies - and that the execution of work is in accordance - with all relevant legislation, and is held to comply with the collective agreement governing the work.
2. If the Performance requires a permit or other permission or dispensation under public or private law, the Contractor itself shall ensure to apply for for it and obtain it in time.

#### Article 18. Obligations with respect to Workers of the Contractor and indemnification

1. The Contractor is held:
  - a) to comply with the Dutch Foreign Nationals Employment Act, the Dutch Aliens Act, the Placement of Personnel by Intermediaries Act, the Dutch Anti-Fictitious Employment Construction Act, the Dutch Employment Relationship Assessment Deregulation Act, and the Terms of Employment Act for Posted Workers in the EU ("WagwEU"). In terms of compliance with the registration and verification obligations arising from the WagwEU, the following applies:
    1. Before commencement of the work, the Contractor confirms to the Principal that the employees seconded by or through the Contractor from a Member State (EU/EEA/Switzerland) for the benefit of the Order or self-employed persons subject to a registration obligation engaged by or through the Contractor have been registered by the service provider concerned to the Dutch online registration desk: <https://meldloket.postedworkers.nl>, and that this registration has been checked by the Contractor.
    2. If and insofar as the Contractor itself acts as service provider, the Contractor itself shall see to timely registration within the meaning of paragraph 1 and shall provide the Principal (service recipient) no later than five days after commencement of the work. The supplier, as the recipient of the registration, must use the following e-mail address to address the registration desk: [postedworkers@bam.com](mailto:postedworkers@bam.com).
    3. If the Principal has not received confirmation of the registration referred to above in paragraphs 1 and 2 in time, the Principal shall deny access to the work site for the relevant foreign seconded employee or self-employed person subject to a registration obligation engaged by the Contractor.
    4. The Contractor shall be liable for all damage suffered by the Principal as a result of non-compliance with the obligations under the WagwEU by the Contractor and/or its engaged subcontractor, service providers and self-employed persons subject to a registration obligation. This damage also includes any fines imposed by or on behalf of the government and claims by persons engaged by the Contractor on account of non-compliance by the Contractor and/or its subcontractor(s) with the conditions of employment set out in the WagwEU (Posted Workers | Posted Workers).
  - b) to lay down all agreements with Workers in writing;
  - c) upon request, to give the Principal and/or competent authorities access to the agreements with Workers, and to cooperate with reviews, audits, or salary validations;
  - d) to designate a contact person who shall be available to the Principal and to answer questions from the competent authorities concerning the transnational provision of services within the meaning of the WagwEU;
  - e) to pass the obligations stated in this article to its Subcontractors, and to compel its Subcontractors to include these provisions in all agreements with their Subcontractors;
  - f) to possess a recent extract from the Register of Companies at the Chamber of Commerce, and, if Section 34 (subcontractor liability) or 35 (subcontractor liability for wages & salaries tax and social security contributions) of the Dutch Collection of State Taxes Act 1990 is applicable, the original escrow-account agreement. The Contractor is held to submit a copy of these documents to the Principal before commencement of the work in accordance with the Agreement;
  - g) before commencement of the work in accordance with the Agreement, and - in case of changes of data during the term of the Agreement - prior to the change concerned, if and insofar as legally required and permitted, to provide (to the Principal or to a third party engaged by the Principal) the data referred to in the Subcontractor Liability for Wages & Salaries Tax and Social Security Contributions Implementation Regulations 2004, including (but not limited to) the names and the Dutch tax and social security numbers, copies of valid ID cards, employment permits, residence permits, A1 Statements and professional competence certificates of all Workers put to work by the Contractor with the Principal or the Client based on a model to be provided by the Principal;
  - h) to specify, before commencement of the work, which collective agreement is applicable and, at the request of the Principal, to produce the pay slips, as well as to comply with the relevant applicable collective agreement;
  - i) to strictly fulfil all its obligations towards the Workers;
  - j) upon request of the Principal and at least once per three months, at its own initiative, to submit an original payment track record statement issued by the Dutch Tax Authorities, as referred to in the legislation and guidelines laid down within the scope of the subcontractor liability and subcontractor liability for wages & salaries tax and social security contributions;
  - k) to keep salary records in accordance with the applicable Dutch Salary Tax Act 1964, the Dutch Collection of State Taxes Act 1990, the Dutch Health Care Insurance Act and the Dutch Social Securities Financing Act;
  - l) if a Worker qualifies as a self-employed without staff (independent contractor), to enter into an agreement with such independent contractor in accordance with a model agreement approved by the Dutch Tax Authorities. It is the responsibility of the Contractor that the independent contractor shall carry out the work in accordance with the said agreement;
  - m) before commencement of the work, in accordance with the Agreement, to submit to the Principal any certification or certificate possibly relevant for the work, such as an SNA certification or VCA certificate.
2. The Contractor shall indemnify the Principal against any penalties and/or disciplinary measures imposed on the Principal and/or the Client and/or third parties due to acts or omissions of the Contractor and/or its successors in breach of the Dutch Foreign Nationals Employment Act, the Dutch Aliens Act, and the Dutch Placement of Personnel Act.
3. The Contractor shall indemnify the Principal against all and any claims by the Dutch Tax Authorities in connection with Payroll Taxes and VAT payable by the Contractor and/or its successors.



- The Contractor shall indemnify the Principal against all and any claims by Workers pursuant to the applicable legislation and/or collective agreement, as well as any penalties in connection with breach of the applicable legislation and/or collective agreement, including but not limited to claims by Workers within the scope of the Dutch Anti-Fictitious Employment Construction Act.
- If the Contractor wishes to engage third parties for the execution of the Work, the Contractor shall be held to notify the Principal thereof before entering into an agreement with such third parties. The Contractor is held, before entering into an agreement with such third parties, to ask them to submit the documents referred to in paragraph 1 of this article to the Contractor and to submit the agreement, as well as the said documents and the agreement with the third party, to the Principal.

#### Article 19. Cooperation

- The Contractor is held to only supply Workers to the Principal or the Client who fully cooperate before or during the work towards entering data into the records of the Principal so as to avoid or limit any of the claims and penalties referred to in article 18. If a Worker refuses to cooperate, such Worker shall not have access to the site where the work is carried out, or shall be removed from the site.
- The Contractor is held to only supply Workers to the Principal or the Client who can produce their ID card upon first request before or during the work. If a Worker cannot produce his ID card, such Worker shall not have access to the site where the work is carried out or shall be removed from the site.
- The Contractor and the Workers are held to fully cooperate with all checks carried out by the Principal, the Client, third parties engaged by them and/or supervisory (government) authorities.

#### Article 20. Data and privacy

- Except where agreed otherwise in writing with the Contractor, the Principal shall be entitled, without any further restrictions, to save, process, and (re)use all information obtained by the Principal during the execution of the Agreement.
- The Principal and the Contractor shall comply with all requirements set by legislation concerning personal data and the processing thereof, such as the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, "GDPR") and the Dutch Data Protection Implementation Act ("UAVG"), the Dutch Network and Information Systems Security Act ("Wbni") and other applicable legislation. If the Contractor processes personal data for and on behalf of the Principal, the parties shall enter into a data processing agreement.
- The Contractor acknowledges its responsibility to implement appropriate technical and organisational measures to ensure the confidentiality, integrity and availability of all information.
- In the event of a security incident or data breach that may affect the confidentiality, integrity or availability of the information, the Contractor shall notify the Principal immediately after discovery of the breach. The Contractor shall cooperate with the Principal to determine the nature and extent of the breach, shall take appropriate measures to mitigate the damage and shall comply with any legal obligations regarding data-breach notification.
- The Principal reserves the right to conduct periodic audits or assessments to verify the Contractor's compliance with the requirements of this clause.

#### Article 21. Safety

- The Principal and the Contractor consider health and safety to be a priority. The parties put emphasis on constantly improving and maintaining their performances in the area of safety and health for all Workers and for all those involved in their activities.
- The Contractor shall comply with the existing legal obligations concerning the execution of the Performance with respect to working conditions and occupational health and safety.
- The Contractor shall take any safety measures possibly required in connection with the deliverable Performance.
- The Contractor shall see to it that its Workers comply with the Safety Code of Conduct of Koninklijke BAM Groep applicable during the execution of the work, as set forth in <http://www.bam.com/nl/inkoop/veiligheid>. If the Workers of the Contractor do not comply with the Safety Code of Conduct of Koninklijke BAM Groep, the Principal shall be entitled to deny the relevant Workers access to the construction site.

#### Article 22. BAM Business Principles, Code of Conduct and Guiding Principles on Business and Human Rights

- The Principal applies the following Business Principles (BAM Business Principles):
  - We always do our utmost to exceed the expectations of our clients, external partners and supply chain partners, and promote the wellbeing of our employees;*
  - We recognize our responsibility for future generations with respect to climate and use of materials;*
  - We innovate to identify balanced sustainable solutions and believe that sustainability results in economic value.*
 The BAM Business Principles can be found in [www.bam.com](http://www.bam.com). The Contractor warrants compliance, within its company, with the BAM Business Principles or at least equivalent principles.
- The Contractor, its Subcontractors and Workers shall observe the core values and rules of conduct laid down in the Supplier Code of Conduct.
- The Contractor guarantees compliance with the following international standards and guidelines: the Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Declaration on Fundamental Principles and Rights at Work, and, if applicable, the ILO Tripartite Declaration of Principles on Multinational Enterprises and Social Policy (MNE Declaration).
- The Contractor guarantees vis-à-vis the Principal that it shall ensure that its own contractors shall comply with the BAM Business Principles, the Supplier Code of Conduct, as well as the United Nations Guiding Principles on Business and Human Rights. The Principal may carry out an audit into the Contractor and its Subcontractors in order to verify compliance with this article. The Contractor shall cooperate with any audit and shall see to it and ensure that its Subcontractors shall cooperate as well.
- The Contractor shall impose this article on its Subcontractors with the obligation to subsequently impose this article on their Subcontractors.

#### Article 23. The environment

- The Contractor shall cooperate with the Principal to reduce CO<sub>2</sub> emissions in the value chain wherever possible. Upon the Principal's written request, the Contractor shall provide, at least on an annual basis, details of materials and services supplied, such as quantities, types, embedded CO<sub>2</sub> emissions and the percentage of primary (conventionally produced) material.

#### Article 24. Claims may not be transferred / outsourced

- Without the prior written consent of the Principal, it is prohibited for the Contractor to assign, pledge or otherwise transfer to third parties any claims under an agreement within the meaning of Section 34(3), 35(5) or 35a(4) Dutch Collection of State Taxes Act 1990 paid by the Contractor into a bank account held for the payment of payroll tax, turnover tax and social insurance contributions.
- Without the prior written consent of the Principal, it is prohibited for the Contractor to assign the Performance in whole or in part to a third party, or to make use of (hired-in) workers made available by third parties.
- If the Principal gives its consent for assigning the Performance to a third party in whole or in part, the Contractor shall enter into a written agreement with such third party in which the conditions of the Agreement shall be passed on to its Subcontractor on a one-to-one basis. The Principal may attach the condition to its consent that the Contractor shall establish an undisclosed pledge for the benefit of the Principal on the rights of the Contractor arising from the agreement with such third party.

#### Article 25. Disputes and applicable law

- All and any disputes arising between the parties in connection with or following the Agreement or agreements that might be a consequence thereof and cannot be settled amicably shall be submitted for settlement to the Arbitration Board for the Dutch Building Industry, thereby excluding the court of law (i) in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute for all Agreements other than Contracts for Work or Subcontracting, whereby the place of arbitration shall be Utrecht and the arbitration proceedings shall be conducted in the Dutch language, or (ii) by the Dutch Arbitration Board for the Building Industry in the event of contracting of work / subcontracting, in accordance with the articles of association of such Arbitration Board as valid on the date on which the Client awarded the Order to the Principal. By way of deviation from such articles of association,

- The Chairman of the arbitration tribunal shall be one of the lawyer-members of the Council of Arbitrators. The arbitration tribunal shall make a decision in accordance with the rules of law.
- By way of deviation from paragraph 1, the Principal shall be entitled to submit a dispute for settlement to a legal body prescribed in the Main Construction Contract or by relying - in legal proceedings initiated by the Contractor - on the authority of the legal body laid down in the Main Construction Contract, in which case the Arbitration Board shall have no jurisdiction on the dispute.
- In anticipation of a decision on the dispute, the Contractor shall be held, on demand of the Principal, to continue the Agreement according to directions of the Principal, unless decided otherwise by arbitrators / the court of law (by way of interim relief measure / express proceedings).
- This Agreement is exclusively governed by Dutch law, with exclusion of the Vienna Sales Convention.
- In the event of any conflicts between this translation and the Dutch version of these general purchasing terms and conditions (Algemene Inkoopvoorwaarden - AIV, version 1 July 2024), the Dutch version shall prevail.

#### Article 26. Final provisions

- The provisions of these GPTC shall not affect the rights of the Principal pursuant to the law.
- Headings above the articles have only been inserted for convenience of reference of these GPTC and shall not serve as a means of interpretation.
- Provisions from the Agreement and these GPTC which by their nature purport to remain in force after termination of the Agreement as well shall remain applicable after termination of the Agreement.

## CHAPTER II. DELIVERY OF GOODS

#### Article 27. Delivery and ownership

- Unless otherwise agreed in writing, delivery shall be carriage paid at the agreed delivery address, including payable duties (Delivered Duty Paid according to Incoterms 2020), and shall be unloaded at the location(s) to be specified by the Principal. The transport at the construction site and the unloading shall be at the expense and risk of the Contractor.
  - The ownership of goods forming part of the Performance shall pass from the Contractor to the Principal upon delivery at the delivery address specified by the Principal, or, if and insofar as the Principal pays the Contractor before delivery of such goods, on the date of payment, as a result of which the Contractor or a third party possessing the goods shall keep the goods for and on behalf of the Principal. The Contractor guarantees that each ownership transfer constitutes a transfer of the unencumbered ownership.
  - If and insofar as transition of ownership takes place before delivery at the delivery address, the Contractor shall store the relevant goods as of the transition of ownership on a designated location within the company of the Contractor (the "Storage Location"), separated from other goods located in the company of the Contractor, and shall label the goods as property of the Principal and inform the Principal as soon as the relevant goods have been stored on the Storage Location. As long as the relevant goods are stored within its company, the Contractor shall bear the risk of loss and theft of such goods and shall take out adequate insurance cover. The Contractor shall submit copies to the Principal, upon its first request, of the relevant insurance policies as well as proof of payment of the insurance premium.
  - Transition of ownership shall not imply any approval of the Performance by the Principal.
  - Unless otherwise agreed in writing, the Principal has the right, up to 2 months after delivery of ordered goods, to return the excess goods to the Contractor (provided that the said goods are undamaged and as much as possible in their original packaging) subject to crediting of at least 70% of the purchase price, in which case the transport costs shall be borne by the Principal.
  - Equipment made available by the Principal is and shall remain property of the Principal under all circumstances and shall be labelled and separated as such by the Contractor in a manner that is easy to identify for third parties. The Equipment shall be deemed to be in good working order upon receipt by the Contractor and in accordance with the requirement specifications, unless the Contractor complains in writing within 10 days after receipt.
  - The Contractor may not use equipment made available by the Principal, nor allow or enable third parties to use it for or in connection with any other purpose than execution of the Performance.

#### Article 28. Delivery dates

- Deliveries shall start on the date determined in the Agreement and shall be in accordance with the time limits stated in the Agreement or the time schedule to be determined by the Principal. The time limits to be determined in the Agreement and/or stated in the time schedule shall qualify as final dates for the Contractor.
- As soon as the Contractor knows or foresees that the goods cannot be delivered, not properly, or not in time, the Contractor shall immediately notify the Principal thereof in writing, describing the circumstances causing this.
- The Principal reserves the right to redefine the dates and/or sequence of the deliveries, whether on-call or otherwise, in which case the Contractor shall not be entitled to any compensation of damage and/or expenses, unless such change demonstrably increases the costs for the Contractor substantially and the principle of reasonableness and fairness thus prescribes that such expenses shall be borne by the Principal in whole or in part.

#### Article 29. Safety

- For each delivery of substances that are hazardous to health the Contractor shall submit the latest Material Safety Data Sheet (abridged as MSDS).

## CHAPTER III. CONTRACTING OF WORK / SUBCONTRACTING

#### Article 30. Work planning

- The work shall start on the date determined in the Agreement and shall be carried out in accordance with the planning stated in the Agreement or a planning to be further determined by the Principal. The time limits stated in the Agreement and/or in the planning to be determined by the Principal shall qualify as final dates for the Contractor.
- As soon as the Contractor knows or foresees that the goods cannot be delivered, not properly, or not in time, the Contractor shall immediately notify the Principal thereof in writing, describing the circumstances causing this.
- The working hours of the Contractor shall be in accordance with the generally applicable working hours at the construction site. Overtime work is only permitted after prior written consent of the Dutch Labour Inspectorate and the Principal.
- The Principal may change and redefine the dates and/or sequence of the deliverable work within reasonable limits, whether on-call or otherwise, in which case the Contractor shall not be entitled to any compensation of damage and/or expenses, unless this results in significant costs that cannot reasonably be (fully) borne by the Contractor.

#### Article 31. Equipment

- Equipment, tools and instruments to be used by the Contractor for delivering the Performance shall be accompanied by a valid approval certificate issued by a competent authority.
- The Contractor is held to remove all excess equipment and excess tools.
- The Contractor is held to use and service the equipment made available by the Principal in a professional manner.
- The Contractor shall, at its own expense and risk, provide the storage room that it requires. If the Contractor is permitted to make use of a designated storage room at the construction site, storage shall be at the risk of the Contractor.
- Unless otherwise agreed in writing, the horizontal and vertical transport required for the execution of the Performance shall be at the expense of the Contractor.

#### Article 32. Staff

- The Contractor shall at all times have sufficient skilled Workers available at the Work, and shall instruct such Workers effectively and demonstrably on the applicable construction site regulations.
- The Contractor shall ensure that during its deliverable Performance there is at all times a representative of the Contractor present at the construction site, who is actually in charge of the Workers that he engages, and who has good working command of the Dutch language.

3. The Contractor warrants that it shall comply with all obligations arising from the WagwEU, including the obligation to provide information, the obligation to designate a contact person, the duty of administration and the duty to report pursuant to Article 8 WagwEU. Reference is also made to the Contractor's contact person within the meaning of article 18 (1) (d) of these GPTC.
4. The Contractor warrants with regard to its Workers that if the Contractor temporarily puts them to work in the Netherlands as a "service provider" within the meaning of the WagwEU, the terms of employment to be granted to the Worker shall be in accordance with the applicable provisions of articles 2 and 7 of the WagwEU and the prevailing collective labour agreement.
5. The Contractor shall indemnify the Principal against all and any third-party claims and penalties concerning compliance with the obligations arising from the WagwEU in connection with the work carried out within the scope of the Order.

#### **Article 33. Waste**

1. The Principal and the Contractor shall promote reuse of materials and shall limit waste volumes and waste streams as much as possible.
2. The Contractor is held to keep the construction site clean and to deliver it clean.
3. The Contractor is held to process packaging, rubble and waste material in accordance with the health & safety plan, legislation, the Dutch Environmental Management Act, and the Dutch Soil Protection Act.
4. The prices of the Contractor stated in the Agreement also include the costs of waste sorting and/or processing respectively removal and/or storage of all waste material produced by the work of the Contractor.
5. The Contractor is obliged to properly remove any waste materials relating to the Performance during the process, except if an exception to this is agreed with the Principal in writing.
6. The Contractor is held to provide the Principal with copies of the report forms within the scope of the Dutch Environmental Management Act. The Principal is entitled to suspend payment until the obligations arising from the Dutch Environmental Management Act and/or other environmental laws have been fulfilled.
7. If waste is not removed upon first demand of the Principal, the Principal shall be entitled to remove - or order the removal of - the relevant waste material at the expense and risk of the Contractor.

#### **Article 34. Insurance**

1. If according to the Agreement the Contractor is co-insured under a CAR insurance policy of the Principal or the Client, finalization with the CAR insurer (including but not limited to the deductible, the uninsured damage and the costs to be incurred) shall be at the expense and risk of the Contractor.

#### **Article 35. Safety**

1. The Contractor must be in possession of a VCA\*\* certificate, and the Workers must possess at least a B VCA. If the Contractor does not possess a VCA\*\* certificate, the Contractor must prove that its business operations are equivalent to a VCA\*-certified safety management system.
2. The Principal has signed the Construction Safety Governance Code ("GCVB") to improve safety in the construction sector, and the Contractor must comply with the relevant regulations from the GCVB, unless otherwise agreed with the Principal. As of January 1<sup>st</sup>, 2022, the Principal hereby declares the public works safety guidelines in accordance with the Construction Safety Governance Code ("ViA") applicable to Contractors who perform project-related or maintenance-related work. The following link shows the relevant safety level and conditions to be met by the Principal: <https://gc-veiligheid.nl/tools/veiligheid-in-aanbesteding-via>.
3. The Contractor is held to become familiar with and to comply with the applicable construction site regulations, the health & safety plan for the design and construction phase, and all permit regulations that may have an impact on its work.
4. The Contractor is held to draw up a health & safety sub-plan in accordance with the health & safety plan, and to submit it for approval to the health & safety co-ordinator for the construction phase. Only after approval of the health & safety sub-plan may the Contractor start with the execution of its work.
5. The Contractor is held to appoint a health & safety officer. The health & safety officer is the contact for the health & safety co-ordinator and shall attend the health & safety co-ordination meeting.
6. If a BAM Prevention Unit is present at the work, all Workers shall attend an instruction and/or training in accordance with the requirements of the project.
7. The Contractor shall actively take part in internal investigations / audits focused on: (i) improvement of the safety awareness, and (ii) causes of (near-)accidents.
8. The Contractor must immediately report all and any (near-)accidents to the health & safety co-ordinator and the Principal. Simultaneously with such report, or at least as soon as possible, the duration of the time lost through injuries (in calendar days) must be reported, as an indication for the seriousness of the incident.
9. Wearing personal means of personal protection which in the opinion of the Principal are required for the execution of the work of the Contractor is mandatory on the construction site.

#### **Article 36. Inspection and approval**

1. Inspection of the Performance shall take place upon a written request of the Contractor to the Principal, in which the Contractor specifies on what date day the Performance shall be completed.
2. The inspection shall take place as soon as possible after the date referred to in paragraph 1 of this article. The date and time of inspection shall be reported to the Contractor as soon as possible.
3. The Principal may demand that the Contractor or its authorized representative shall attend the inspection. After the Performance has been inspected, the Contractor shall be notified as soon as possible whether or not the Performance has been approved. If the Principal rejects the Performance, the Principal shall motivate the rejection.
4. The re-inspection after denying approval shall be carried out in accordance with the aforementioned provisions.
5. Upon first request of the Principal, the Contractor shall repair or replace the rejected Performance and/or parts thereof at its own expense.
6. In the event of rejection of the work or a part thereof, the Principal shall be entitled to suspend payment.
7. If the Dutch Construction Quality Assurance Act ("Wkb") is applicable to the Work, the Contractor shall, at its own expense, provide such information to the Principal and the quality assurance officer appointed for the Work that the quality assurance officer shall issue a statement regarding the Performance to be delivered by the Contractor, confirming that, in its judgment, there is a justified confidence that the Work complies with the statutory regulations.

#### **Article 37. Maintenance period**

1. The maintenance periods of the Contractor shall be at least equal to the maintenance periods of the Principal pursuant to the Main Construction Contract, it being understood that the maintenance periods of the Contractor shall never expire before the corresponding maintenance periods of the Principal. Notice shall be given of the maintenance periods concerned as much as possible before award of the Order.