

## General purchase and sub-contracting conditions

### GENERAL PURCHASE AND SUB-CONTRACTING CONDITIONS ENTEC WTB & ENGINEERING B.V.

#### I GENERAL

##### Article 1 – Definitions and applicability

- In these general purchase and sub-contracting conditions ("conditions") the following terms shall have the following meanings:  
Entec WTB & Engineering: the private company with limited liability Entec WTB & Engineering B.V., established at Barendrecht;  
Supplier: the natural person or juristic person with whom Entec WTB & Engineering has concluded an Agreement or with whom Entec WTB & Engineering is conducting negotiations on the subject;  
Parties: Entec WTB & Engineering and the Supplier;  
Agreement: any agreement with regard to the Delivery of goods and/or the Performance of work that is brought about between Entec WTB & Engineering and the Supplier, any supplement thereto and/or amendment therein, and also all (legal) acts in preparation thereof (including Entec WTB & Engineering's request for an offer and the Supplier's offer) and for the performance thereof;  
Delivery of goods: all operations and services that are related to the delivery of goods to Entec WTB & Engineering, in so far as they are not covered by "Performance of work";  
Performance of work: the performance of design work and/or executive operations including the creation of a physical work and/or the performance of services for the benefit of Entec WTB & Engineering, whether or not accompanied by the delivery of goods;  
Contract for Services: The agreement between Entec WTB & Engineering and the Client;  
Client: the client according to the Contract for Services.  
All Agreements shall be governed by the following documents, as if they had been literally included in them:
  - these conditions, in so far as they are not deviated from in the Agreement;
  - the specifications relating to the Contract for Services or the Agreement and also any supplement to and any alteration in the relevant part of the specifications;
  - all other documents whereby Entec WTB & Engineering is bound to the Client on the strength of the Contract for Services, in so far as these documents are directly or indirectly related to the Agreement.
 If Entec WTB & Engineering has not made one or more of the documents referred to under (a), (b) and (c) available to the Supplier with the request for an offer or when concluding the Agreement, the Supplier shall be obliged to ask Entec WTB & Engineering for these documents in writing and Entec WTB & Engineering shall be obliged to comply with this request immediately. In no event shall the Supplier be able to rely on unfamiliarity with one or more provisions or documents applicable by virtue of the above.  
If there is any discrepancy between the provisions in the Agreement and the provisions under (a) and/or (b) and/or (c), the provisions in the Agreement shall prevail. If there is any internal inconsistency in the provisions under (a), (b) and (c), the provisions mentioned earlier shall prevail over those mentioned later.
- GENERAL CONDITIONS OF THE SUPPLIER SHALL NOT APPLY AND ARE REJECTED EXPLICITLY.
- Any deviations from the Agreement and/or these conditions and/or other applicable documents shall only apply if they have been confirmed by Entec WTB & Engineering to the Supplier in writing.
- These conditions will also be prepared in other languages than Dutch. If there is any disagreement about the contents or the tenor of these conditions the Dutch text shall be binding.

##### Article 2 – Offers and Agreements

- The Supplier shall uphold his offer during a period of at least 3 months. In the event that the Supplier makes his offer within the framework of participation in a tender procedure by Entec WTB & Engineering, the Supplier shall uphold his offer until 6 months after the Client's award of the work to Entec WTB & Engineering.
- Any costs, associated with making offers or quotations, also including the costs of advice, drawings, etc. that are made by or on behalf of the Supplier shall be and remain for account of the Supplier and shall not be compensated by Entec WTB & Engineering.
- The Agreement shall take effect at the time that Entec WTB & Engineering has accepted the (final) offer from the Supplier in writing.
- Agreements shall be concluded on the suspensive condition that the Contract for Services is concluded and that Entec WTB & Engineering receives approval from the Client to engage the Supplier.
- If the Agreement has been concluded with two or more Suppliers and if any obligation from the Agreement is vested in two or more natural persons or juristic persons, these Suppliers and persons shall always be liable for the whole and be bound jointly and severally in respect of Entec WTB & Engineering.

##### Article 3 - Prices

- All prices shall be fixed and unchangeable. There shall be no price indexations. Price increases after the conclusion of the Agreement, for any reason whatsoever, shall be and remain for account of the Supplier, irrespective of the period elapsed between the date of the conclusion of the Agreement and its performance.  
The prices shall be exclusive of VAT. For the rest the prices shall be "all inclusive". Consequently the prices shall include among other things all the costs of packaging, loading, stowing, transport and unloading.

##### Article 4 – Time of delivery

- The agreed time of delivery or performance ("time of delivery") shall be a deadline. In the event of any transgression the Supplier shall be in default by operation of the law.
- As soon as the Supplier knows or should know that the Agreement will not be performed, not in time or not properly, he shall communicate this immediately in writing to Entec WTB & Engineering. As the occasion arises, Entec WTB & Engineering shall be empowered to engage third parties for account of the Supplier to prevent or limit stagnation in the performance of the Agreement.

- The Supplier shall be liable for all damage that is suffered by Entec WTB & Engineering as a result of transgression of the time of delivery as referred to in article 4.1.
- For every day's delay in the delivery or performance ("delivery") Entec WTB & Engineering reserves the right to impose on the Supplier an immediately claimable fine of 0,5% of the total order amount. The maximum fine that the Supplier may forfeit in this connection shall be 25% of the total order amount. If the delivery has become permanently impossible, the maximum fine shall be payable in full immediately.
- The fine mentioned in article 4.4 shall be due to Entec WTB & Engineering subject to all other rights or claims, including but not limited to: its claim on fulfillment of the Supplier's obligation to deliver goods that comply with the Agreement and/or the performance of work that complies with the Agreement; its right to whole or partial dissolution of the Agreement; and its right to compensation on the strength of the law. Entec WTB & Engineering shall be entitled to set off the fine and/or compensation against amounts payable to the Supplier.
- Subject to the provisions relevant to this matter that apply on the strength of the Agreement and the law between the Parties, suspension by the Supplier, in any form whatsoever, shall not be permitted in so far as the timely and proper performance of the work awarded to Entec WTB & Engineering by the Client should be endangered as a result of this.
- The Supplier shall be liable to Entec WTB & Engineering for any fines and/or discounts on the purchase or contract price that are imposed by the Client on Entec WTB & Engineering as a result of a shortcoming of the Supplier. Entec WTB & Engineering shall be entitled to recover these fines and/or discounts from the Supplier, possibly by deduction from the payments that Entec WTB & Engineering yet owes the Supplier.

##### Article 5 – Delivery

- Delivery shall be made in the agreed place in accordance with Incoterm DDP (Delivery Duty Paid), Incoterms 2000.
- Delivery outside the normal working hours of Entec WTB & Engineering may only be made after its prior written approval.  
Unless something else has been agreed in writing, the Supplier shall not be entitled to make part deliveries or to perform part operations ("part deliveries"). Without prior notice Entec WTB & Engineering shall be entitled to return any part deliveries not agreed at the expense and risk of the Supplier or to require of the Supplier that the latter collects the relevant part deliveries at his own expense and risk.
- In the event of whole or partial rejection of a part delivery by Entec WTB & Engineering, whether or not accompanied by suspension of its obligation of payment, the Supplier shall not be entitled to suspend his obligation of further delivery.
- Entec WTB & Engineering reserves the right to alter the sequence and time of delivery. As the occasion arises, Entec WTB & Engineering shall compensate the consequently caused extra costs of the Supplier in so far as they are reasonable and they have reasonably been made.
- In the event of additional or less delivery or additional or less work the price shall be raised or lowered proportionally. Additional delivery and additional work shall only qualify for compensation, if the Supplier has made a written offer on the subject and Entec WTB & Engineering has accepted this offer in writing. Additional work shall at any rate not include additional work that the Supplier could have or should have foreseen in order to be able to carry out the agreed performances or that are the result of a culpable shortcoming in the fulfillment of an obligation by the Supplier.
- If for any reason whatsoever Entec WTB & Engineering is unable at the agreed time to take receipt of the goods to be delivered, the Supplier will keep, secure the goods and take all reasonable measures to prevent damage or loss of the goods. Entec WTB & Engineering shall then be obliged to pay the reasonable and reasonably made costs of the Supplier.
- Goods delivered must be packaged properly. On Entec WTB & Engineering's demand the Supplier must take back packaging at his own expense and risk.
- The ownership of the goods shall pass to Entec WTB & Engineering at the time of delivery. The Supplier guarantees that the complete and unencumbered ownership of goods is delivered.
- Simultaneously with the delivery of goods the Supplier must hand over all the proofs of quality and warranties, testing data, user manuals in Dutch and English (and, if Entec WTB & Engineering desires this, in one or more other languages), instruction books, drawings (including but not limited to AutoCAD drawings in DWG format), specifications, technical and revision data and, if necessary, an EU declaration of conformity and the relevant technical file relating to the goods. These documents shall be part of the delivery and shall consequently become Entec WTB & Engineering's property.
- If in view of the nature of the goods delivered Entec WTB & Engineering considers this desirable, the Supplier must give an operating and maintenance instruction free of charge to (personnel of) Entec WTB & Engineering.
- The Supplier shall be obliged during the technical life of the goods delivered to keep spare parts in stock and to deliver them on Entec WTB & Engineering's demand at market rates and on market conditions, even if the production of the relevant goods has meanwhile been ended. The Supplier shall inform Entec WTB & Engineering in writing of the possible termination of production.

##### Article 6 – Inspection and testing

- Entec WTB & Engineering and/or the Client shall always be entitled to (have others) inspect and (have others) test the goods delivered or to be delivered or the work performed or to be performed. For the benefit of the inspection or testing the Supplier shall provide such facilities as may be desired for that in reason.
- If the inspection is performed prior to delivery of the goods or the completion of the work, Entec WTB & Engineering shall not be subject to a duty to complain as referred to in the sections 6:89 and 7:23 of the Civil Code. After delivery of the goods or the completion of the work Entec WTB & Engineering shall have the possibility during a period of thirty working days to inspect and to (have others) test the goods and/or the work. If during this period Entec WTB & Engineering determines that the goods and/or the work do(es) not comply with the Agreement in any manner whatsoever, it shall be entitled within a period of thirty working days after the said determination to reject the goods and/or the work by means of written notice to the Supplier. In the

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3. absence of such written notice the goods and the work shall be regarded as approved. The approval of goods delivered shall only refer to the quantity and external condition. If goods are delivered packaged and bundled, the approval shall only relate to the quantity and the external condition of the packages. The Parties shall bear their own costs for the inspections and tests mentioned in article 6.1. The costs shall be for account of the Supplier, however, if the goods and/or the work is/are rejected by Entec WTB & Engineering and/or the Client. The costs of re-inspection shall also be for account of the Supplier. Inspection or approval shall not release the Supplier from any warranty or liability as they follow from the Agreement or the law.

### Article 7 – Rejection

1. Receipt taken of the goods or payment for the goods delivered or the work performed shall not constitute acceptance. Until the time of possible approval, the goods and the work shall remain at the expense and risk of the Supplier.
2. If Entec WTB & Engineering rejects the goods delivered or the work performed, the Supplier shall be obliged within a reasonable period to be fixed by Entec WTB & Engineering to see to free repair or free replacement of the goods or to (have others) perform the work as yet in accordance with the Agreement, everything at Entec WTB & Engineering's choice.
3. If the Supplier does not fulfil his obligation referred to in article 7.2 or does not do so within the agreed period or to Entec WTB & Engineering's satisfaction, Entec WTB & Engineering shall be entitled at the Supplier's expense, to (have others) take care of the repair or replacement of the goods or the proper performance of the work. Entec WTB & Engineering shall be entitled to set off the costs incurred against amounts payable to the Supplier.
4. Subject to the provisions in article 7.2 and 7.3 Entec WTB & Engineering reserves the right in the event of rejection to claim compensation and/or to dissolve the Agreement in full or in part.

### Article 8 – Intellectual property rights

1. The Supplier shall guarantee that the goods to be delivered by him and the work to be performed by him do(es) not infringe any intellectual and/or industrial property rights or other rights of third parties.
2. The Supplier shall indemnify Entec WTB & Engineering against any claims that follow from any infringement or alleged infringement of the rights mentioned in article 8.1.
3. The Supplier shall compensate Entec WTB & Engineering for any damage that is the result of an infringement as referred to in article 8.2. This damage shall consist inter alia, but not exclusively, of reasonable costs of defence against the claims of third parties referred to here.

### Article 9 – Secrecy

1. All models, design data, drawings and other documents that the Supplier receives from Entec WTB & Engineering, as well as all computer files and all other data of which the Supplier may realize in reason that they are secret or confidential, including but not limited to know-how of which the Supplier gains knowledge via Entec WTB & Engineering, shall be confidential and shall not be used by the Supplier for any other purpose than fulfilment of his obligations following from the Agreement. Without prior written permission from Entec WTB & Engineering the Supplier shall not make public or multiply the data referred to here. The Supplier shall also impose the obligation to observe secrecy referred to in this article on his personnel and on third parties who are engaged in the performance of the Agreement in any way.
2. The documents and data referred to in article 9.1 shall always remain the property of Entec WTB & Engineering, and must be returned to Entec WTB & Engineering, together with all the copies made of them, on its first demand, failing which Entec WTB & Engineering may suspend its obligation of payment. This right of suspension shall leave intact Entec WTB & Engineering's other rights on the strength of the Agreement and the law.
3. The Supplier shall be forbidden to publish, use for promotional purposes or otherwise display photos or other pictures that have been or will be delivered by him and of works that have been or will be executed by him. The Supplier shall furthermore be forbidden to use the name of Entec WTB & Engineering as a reference.
4. For any infringement of an obligation following from this article the Supplier shall owe Entec WTB & Engineering an immediately claimable fine of 10% of the total order amount. This fine may be claimed alongside compensation on the strength of the law. Entec WTB & Engineering shall be entitled to set off the fine and/or compensation against amounts payable to the Supplier.

### Article 10 - Non-competition

The Supplier shall refrain entirely from making quotations and/or offers to the Client direct or through the intermediary of third parties, including those for extensions and/or alterations concerning the work for which negotiations have been or will be entered into by Entec WTB & Engineering with the Client. More in general with regard to this work the Supplier shall neither directly nor indirectly conduct contract negotiations or conclude contracts with the Client.

### Article 11 – Ownership

1. All goods that Entec WTB & Engineering, whether or not for processing, has made available to the Supplier for the performance of an Agreement shall remain the property of Entec WTB & Engineering under all circumstances, so also after possible processing, and shall therefore only be kept by the Supplier (as keeper) for Entec WTB & Engineering (as owner).
2. All the goods that the Supplier has made or has had others make within the framework of the performance of the Agreement and more in general all goods that the Supplier gets into his possession with a view to the performance of the Agreement, in any way whatsoever, shall be kept by the Supplier (as keeper) for Entec WTB & Engineering (as owner).
3. The processing and making (having others make) goods as referred to in this article shall only be done for Entec WTB & Engineering and not also for the Supplier.
4. All the now future goods that the Supplier will acquire with a view to performing the Agreement and their ownership shall be delivered by the Supplier to Entec WTB & Engineering in advance at the time of conclusion of the Agreement. Entec WTB & Engineering shall accept the delivery on condition that the relevant goods are tested and approved by it.
5. On first demand the goods referred to in this article must be returned to Entec WTB & Engineering or be made available to Entec WTB & Engineering, failing which Entec WTB & Engineering may suspend its obligation of payment. This right of suspension shall leave intact Entec WTB & Engineering's other rights on the strength of the Agreement and the law.

6. The Supplier shall grant Entec WTB & Engineering permission in advance to (have others) enter the space where the goods referred to in this article are present and to (have others) take back or (have others) collect the goods. The Supplier shall render all co-operation to Entec WTB & Engineering taking (having others take) back or collecting (having others collect) the goods. The Supplier waives any retention rights in connection with the goods in advance and shall not attach the goods.
7. As long as the Supplier has the said goods in his possession, they shall be provided by the Supplier with an indelible marking that indicates that they are the property of Entec WTB & Engineering. The Supplier shall point out the ownership rights of Entec WTB & Engineering to third parties who wish to seek recovery from these goods.
8. Subject to the provisions in article 9 of these conditions the Supplier shall only use the goods referred to in the present article for the performance of deliveries and the performance of work for the benefit of Entec WTB & Engineering and not show them to third parties, unless Entec WTB & Engineering has explicitly given written permission for the purpose. The Supplier shall bear the risk of theft, embezzlement, loss and damage of the goods and shall be obliged to insure this risk for his own account. The Supplier shall provide Entec WTB & Engineering, on its first demand, with copies of the insurance policies and with the proof of premium payment on the subject. As soon as Entec WTB & Engineering indicates that it wishes this, all claims of the Supplier in respect of insurers on the strength of the insurances referred to here shall be pledged by the Supplier to Entec WTB & Engineering in the manner indicated in section 3:239 of the Civil Code, as greater security of the claims of Entec WTB & Engineering against the Supplier.
9. For every infringement of an obligation following from this article, the Supplier shall owe Entec WTB & Engineering an immediately claimable fine of 25% of the total order amount. This fine may be claimed alongside compensation on the strength of the law. Entec WTB & Engineering shall be entitled to set off the fine and/or claim against amounts payable to the Supplier.

### Article 12 - Liability

1. The Supplier shall be liable for any direct and indirect damage that is suffered by Entec WTB & Engineering and/or third parties as a result of a culpable shortcoming in the fulfilment of an obligation by the Supplier or as a result of a culpable wrongful act or omission by the Supplier himself or by a subordinate, non-subordinate or representative of the Supplier. This shall also include any damage resulting from the presence and the use of goods that the Supplier has included in the performance of the Agreement and any damage that is caused by the Supplier having failed to inform Entec WTB & Engineering immediately of any incorrect and/or incomplete and/or unclear matters that he has discovered or should reasonably have discovered in the data that Entec WTB & Engineering has supplied to him.
2. The Supplier shall indemnify Entec WTB & Engineering entirely from claims of third parties for compensation of damage as referred to in article 12.1. The Supplier shall compensate Entec WTB & Engineering for the reasonable costs of defence against the said claims.

### Article 13 - Insurance

1. The Supplier shall take out and maintain sufficient insurance for his liability for damage as referred to in article 12.1.
2. On Entec WTB & Engineering's first demand the Supplier shall put it in possession of a copy/ copies of the relevant policy/policies and of the proof of premium payment on the subject.

### Article 14 – Warranty

1. Unless a different period has been agreed in the matter, the Supplier shall warrant that for a period of 5 years after having been taken into use the goods delivered and the work performed are of good quality and free of construction defects, faulty materials and manufacturing errors and of all other burdens and limitations, that in all respects the goods delivered and the work performed meet all applicable requirements that are imposed in the European Union and in the country or countries where the goods are delivered or the work is performed in laws and/or other prescriptions given by the authorities that are in effect at the time of the delivery of the goods or the final completion of the work, that the goods delivered and the work performed comply with the agreed specifications and properties and the highest possible quality level in the top segment of the relevant industry, that the goods delivered and the work performed are fit for the purpose for which Entec WTB & Engineering has intended them and that the goods delivered and the work performed also otherwise comply with the Agreement.
2. If Entec WTB & Engineering has informed the Supplier that goods delivered and/or work performed do(es) not comply with the above, the Supplier shall immediately see to repair or, at the choice of Entec WTB & Engineering, replacement, and this in such a manner that the goods delivered and the work performed comply with the Agreement again in all respects. All the costs that are directly or indirectly related to the repair or the replacement or, if the goods and/or the work is/are part of a larger object, the possible recommissioning of that object, shall be for account of the Supplier. In the event of replacement the 5-year period of warranty shall start running again from the time of the delivery of the relevant replacement goods or the final completion of the relevant replacement work. Any return of goods to the Supplier shall be effected at his expense and his risk.
3. If the Supplier fails to fulfil his warranty obligation included in this article Entec WTB & Engineering shall be entitled to perform or have others perform whatever is necessary at the Supplier's expense and risk. Entec WTB & Engineering shall be entitled to set off the costs incurred against any amounts payable to the Supplier.
4. When Entec WTB & Engineering enforces its rights on the strength of this article, this shall leave intact its other rights.

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### Article 15 - Payment

All invoices are per e-mail to be directed to Entec WTB & Engineering B.V. for the attention of the crediteurenadministratie [creditors administration], [facturen@entec-nederland.nl](mailto:facturen@entec-nederland.nl). Invoices are to refer to the relevant order whilst quoting the order number of Entec WTB & Engineering. Invoices must be specified properly. Entec WTB & Engineering reserves the right not to take into consideration any invoices that do not meet these requirements and to return them to the Supplier.

1. Payment shall be made within 60 days after receipt of the relevant correct and complete invoice or, if receipt and approval of the goods or the completion and approval of the work should occur later, within 60 days after receipt and approval of the relevant goods or completion and approval of the relevant work.
2. Payment does not entail recognition that the goods delivered and/or the work performed comply entirely with the Agreement, shall not release the Supplier from any warranty obligation or liability and shall leave intact the rights of Entec WTB & Engineering on the strength of the Agreement and the law.
3. In the event of advance payment or payment in instalments Entec WTB & Engineering shall be entitled to desire from the Supplier that he provides sufficient security for the fulfilment of his obligations. If the Supplier does not comply with this within the set period he shall be in default. In that case Entec WTB & Engineering shall be entitled to dissolve the Agreement in full or in part and to recover its damage from the Supplier. Sufficient security shall at any rate be a bank guarantee claimable on Entec WTB & Engineering's first demand, to the amount of 110% of the advanced amounts (100% of these amounts with a surcharge of 10% for interest), on which occasion the costs of the bank guarantee shall be for account of the Supplier.
4. Entec WTB & Engineering shall always be entitled to set off anything that the parties may claim from each other. Entec WTB & Engineering reserves the right to pay the Supplier the social insurance contributions and wage levies payable by the Supplier with regard to the work for which he is jointly and severally liable in pursuance of the Wages and Salaries Tax and Social Insurance Contributions (Liability of Subcontractors) Act by payment into his blocked account in the sense of the Wages and Salaries Tax and Social Insurance Contributions (Liability of Subcontractors) Act. Subject to the provisions in the preceding sentence Entec WTB & Engineering shall always be entitled to deduct the amounts of social insurance contributions and wage levies referred to here from the (sub)contract price and to pay them on behalf of the Supplier direct to the relevant body implementing employee insurance schemes (UWV) and/or the Collector of Taxes.

### Article 16 – Dissolution

1. Without any notice of default or judicial interposition being required Entec WTB & Engineering shall be entitled to dissolve the Agreement by means of written notice to the Supplier with immediate effect in full or in part if: (a) the Supplier does not, not in time or not properly fulfil an obligation that follows for him from the Agreement; and/or (b) the Supplier has been declared bankrupt, his bankruptcy has been applied for, he has been granted a provisional or other suspension of payments or a request has been made for the purpose or goods of the Supplier have been subjected to an attachment under an execution or a pre-judgment attachment that has not been removed within one month after the date of the attachment, or if the Supplier's business is transferred in any way whatsoever in full or in part to third parties. If the Supplier's default on the strength of the law only starts after notice of default, Entec WTB & Engineering shall not proceed to dissolution of the Agreement in the case referred to under (a) until after it has sent the Supplier a written reminder in which a reasonable period for the fulfilment has been set and fulfilment has not materialized inside this period.
2. Unless a shortcoming cannot be attributed to the Supplier, the Supplier shall forfeit in the event of a whole or partial dissolution of the Agreement a fine equal to 10% of the total order amount, subject to Entec WTB & Engineering's right to compensation on the strength of the law.
3. The following circumstances shall at any rate not produce force majeure on the part of the Supplier: culpable or other shortcomings of suppliers of the Supplier; sickness of employees of the Supplier or his suppliers; machine or production breakdowns, except in so far as they occur at the Supplier's own business and are the result of war risk, natural disasters or fire or explosions not imputable to the Supplier; strikes of work.
4. In the event of whole or partial dissolution of the Agreement by Entec WTB & Engineering it shall not be obliged to make any compensation and all its claims on the Supplier shall be immediately and fully payable.

### Article 17 – Applicable law and competent court

1. Dutch law shall apply. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply, nor shall any other international regulation whose exclusion is permitted.
2. Any conflicts that should arise between the Parties following or in connection with the Agreement or any agreement resulting there from and that are part of the jurisdiction of the Civil Law Section of a District Court, shall be settled in the first instance exclusively by the District Court of Rotterdam (actions on the merits of the case) or by the Provisional Measures Judge of the District Court of Rotterdam (actions for interim injunctions).
3. If Entec WTB & Engineering acts as a claimant, it shall be entitled in deviation from article 17 (2) to bring the conflict before a court with jurisdiction without this stipulation.
4. If Entec WTB & Engineering acts as a claimant in a third-party action it shall be entitled in deviation from article 17(2) to bring the conflict before the court or the arbitral tribunal where the principal action is pending.

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### II PERFORMANCE OF WORK

The provisions in this chapter II Performance of work shall apply alongside the provisions in chapter I General if the Agreement relates to the Performance of work.

#### Article 18 – Prohibition of assignment/Prohibition of pledge

The Supplier shall be forbidden to assign, pledge or transfer by any title whatsoever the ownership of the amount included in the contract price for payable social insurance contributions and wage tax for which Entec WTB & Engineering is liable in pursuance of the Wages and Salaries Tax and Social Insurance Contributions (Liability of Subcontractors) Act.

#### Article 19 – Supplier's obligations

1. The Supplier shall be obliged in respect of Entec WTB & Engineering:
  - a. to dispose of a valid proof of registration of the UUV [body implementing employee insurance schemes] and also of a license to establish a business, in so far as required and to show these documents at Entec WTB & Engineering's request;
  - b. to hand Entec WTB & Engineering on request a list of all the employees deployed, whether or not hired from third parties;
  - c. to supply Entec WTB & Engineering on request with the wage slips or the man-hour accounts for inspection. On request the Supplier shall submit a weekly man-hour registration to Entec WTB & Engineering in accordance with a model to be determined by Entec WTB & Engineering, including among other things the employee's name and address, the registration number, the gross daily wages under the Coordination Act for Social Insurances and the number of hours worked;
  - d. to fulfill strictly all the obligations in respect of employees deployed by the Supplier, whether or not hired from third parties;
  - e. all statutory obligations to surrender (advance) social insurance contributions and wage tax relating to the work entrusted to him and furthermore to observe the applicable collective bargaining agreement strictly;
  - f. each time at the request of Entec WTB & Engineering to show a recent statement of the Tax Department and/or the UUV [body implementing employee insurance schemes] immediately in respect of his payment behaviour concerning the payable (advance) social insurance contributions and wage tax;
  - g. to arrange his administration in conformity with the Wages and Salaries Tax and Social Insurance Contributions (Liability of Subcontractors) Act (section 16b of the Social Insurances Coordination Act) and Section 35 of the Collection of State Taxes Act 1990) and the Secondment Liability Act (section 16a van de Social Insurances Coordination Act and section 34 of the Collection of State Taxes Act 1990);
  - h. to provide Entec WTB & Engineering on request with all information for its administration or for that of the Client free of charge;
  - i. to arrange the performance of his work in such a manner that all relevant regulations in the field of conditions of employment and the environment are met.
2. If the Supplier has not (yet) fulfilled his obligations from article 19.1, Entec WTB & Engineering shall only be obliged to make payment as soon as it has received the missing data and processed them in its administration and/or the Supplier has fulfilled any of his other obligations.

#### Article 20 – Organization of the work

- a. The Supplier shall be obliged to follow only the orders and instructions given by Entec WTB & Engineering.
- b. Entec WTB & Engineering shall have the power to deny employees of the Supplier admission to the work or to have these employees removed, for instance owing to unfitness, disturbance of the peace, misbehaviour etc., without being obliged to make any compensation of costs and other damage that the Supplier should suffer as a result of this.
- c. Any days of rest or public holidays, vacation days or other days off, recognized generally or at the location of the work or by the authorities or by virtue of a collective bargaining agreement shall also apply to the Supplier and his employees who perform work on the job. Any damage resulting from this for the Supplier may not be recovered from Entec WTB & Engineering. This shall also apply if as a result of a strike or other demonstrable causes on the part of Entec WTB & Engineering or third parties the services of the Supplier cannot be used.
- d. The work/deliveries to be performed by the Supplier must be effected within the working hours applicable to the job, unless something else has been agreed.
- e. From the start of the work up to and including the final completion, the Supplier must ensure that at all times a permanent foreman is present on the job, with which both organizational and technical arrangements can be made. His name and contact information must be known to the person or agencies designated by Entec WTB & Engineering.
- f. The supplier must see to it that at the start of the job all safety measures and precautions have been made that may be imposed on the employer and/or the job in conformity with the Working Conditions Act and other applicable national or international schemes. The supplier must also see to it that these measures are maintained during the performance of the work at all times. The supplier must provide his employees with the correct personal protective devices and supervise their use. All costs resulting from this shall be for the Supplier's account. All necessary insurances and also the deductible of any CAR policy taken out for the work shall be for the Supplier's account.
- g. The Supplier must see to such a workforce that the performance of the operations is fully adapted to the planning established by Entec WTB & Engineering and that other operations do not stagnate. In the event of any acceleration or delay the Supplier shall adapt to the altered planning/progress. Any changes in the workforce shall only be

permitted after permission from Entec WTB & Engineering. The Supplier shall require no permission from Entec WTB & Engineering for the replacement of an employee who is not able or prepared to perform the work agreed, who has been suspended or whose contract of employment has ended. The Supplier must only make use of working equipment that has been adequately insured against liability also in so far as the working equipment does not fall under the obligation of insurance of the Motor Vehicles Liability Insurance Act (WAM). With regard to cables, lines and other surface and underground property of third parties the Supplier shall always be obliged to ensure localization of their whereabouts. The Supplier must inform Entec WTB & Engineering immediately of any damage. Necessary material shall be provided by the supplier and has been included in the total price.

- h. If work has to be performed on or to parts of the work already finished, the Supplier must take protective measures to prevent damage and/or contamination and any damage and/or contamination found nevertheless shall be deemed to have been caused contrary to the above-mentioned obligation.
- i. After termination of the operations the Supplier must deliver the work swept clean and leave the building site behind in a clean condition.
- j.
- k.
- l.

#### Article 21 – Performance by third parties

1. Without the prior written permission of Entec WTB & Engineering the Supplier shall not transfer or outsource the work or any part thereof to a third party.
2. If, after obtaining permission, the Supplier transfers or outsources the work or part thereof to a third party, he must immediately lay this down in a written agreement of which the present conditions are to be made part; the Supplier shall then occupy the legal position of Entec WTB & Engineering and the third party the legal position of the Supplier.
3. Transfer/outsourcing shall leave intact the obligations that the Supplier has in respect of Entec WTB & Engineering on the strength of the Agreement.
4. Subject to the provisions in the articles 21.1, 21.2 and 21.3 the Supplier shall not be empowered to use the workers made available until after prior written permission of Entec WTB & Engineering. In the event of outsourcing of the work or the hiring of employees from third parties as referred to above, the Supplier shall be obliged to observe the administrative prescriptions from the Social Insurances Coordination Act.

#### Article 22 - Invoicing

The Supplier's invoices must comply with the statutory requirements as stated in the Turnover Tax Act. The Supplier must at any rate mention the following data clearly and conveniently:

- a. the name and the address of Entec WTB & Engineering;
  - b. the name and the address of the Supplier;
  - c. the number of the Agreement;
  - d. the work and the place(s) of performance to which the invoice refers;
  - e. the period and the rendered performances to which the invoice relates;
  - f. a statement whether the transfer scheme in connection with turnover tax applies or not and in the last-mentioned case the amount of the turnover tax;
  - g. the size of the CSV [Social Insurance Coordination Act] wage sum included in the amount invoiced;
  - h. the Supplier's VAT identification number;
  - i. the VAT identification number of Entec WTB & Engineering if the
- surrender of VAT to Entec WTB & Engineering has been transferred;
- j. the different invoice amounts, divided for each rate and subsequently sub-divided into unit price and possible discounts applied.

#### Article 23 – Laws, prescriptions and permits

1. The Supplier shall be deemed to be familiar with all statutory and other prescriptions that Entec WTB & Engineering should follow and observe by virtue of the Contract for Services when performing the work of which the work described in the Agreement is part. Permits and exemptions that have been granted to Entec WTB & Engineering in connection with the performance of the work of which the work entrusted to the Supplier is part shall be available for inspection by the Supplier.
2. The Supplier undertakes to follow and observe all the prescriptions referred to in 23.1 that relate to prescriptions that relate to the parts of the work to be performed by him, as Entec WTB & Engineering would have to follow and observe them if it had to perform this part of the work itself. The Supplier shall compensate all damage and costs caused by non-observance thereof to Entec WTB & Engineering and indemnify Entec WTB & Engineering against claims of third parties on the subject, including all measures taken by the authorities to enforce those prescriptions.
3. The Supplier himself shall see to the permits, of any nature whatsoever, that are possibly required in connection with the performance of the work described in the Agreement. At the same time he shall see to it that any sub-contractors possibly to be engaged by him have the required permits.