

General Purchasing and Hiring Conditions of Scaves B.V. version 2.2

GENERAL

Article 1. Definitions

In these general purchase terms and conditions:

- 1.1 Scaves: is the company with limited liability Scaves B.V. and all affiliated companies, registered with the Chamber of Commerce under the number 04058805, also handling under the name C.R.E.W.;
- 1.2 Contractor: the other party in relation to Scaves;
- 1.3 Principal: the (intended) client of Scaves;
- 1.4 Agreement: the Agreement between Scaves and the contractor;
- 1.5 Performance: the delivery of goods and/or Work;
- 1.6 Work: the contracted work and/or the provision of services;
- 1.7 Location: place where the work is being executed and/or where the equipment is being used.

Article 2. Applicability

- 2.1 The general part, consisting of articles 1 up to and including 19 of these conditions, applies to all quotations/offers provided to us, orders given by us and/or agreements concluded with us. If the offers and concluded agreements also or exclusively pertain to:
 - the purchase and delivery of goods, then besides the general part, the provisions under special part I, as referred to in articles 20 up to and including 25, apply.
 - acceptance of work and/or supply of services and/or supply of goods, then besides the general part, the provisions under special part II, as referred to in articles 26 to 34 of these conditions apply;
 - provision of staff, then besides the general part, the provisions under special part III, as referred to in articles 35 to 37, apply.
- 2.2 In case of contradiction between the special part and the general part, the provisions of the applicable special part will prevail. In the event of a conflict between the conditions as stipulated in the agreement and the general terms and conditions, the conditions as stipulated in the agreement shall prevail.
- 2.3 These Conditions have been translated into English. In the event of disputes of any nature regarding the interpretation of these Conditions, the Dutch version shall prevail.

Article 3. Conclusion of an Agreement

- 3.1 Following an inquiry from Scaves, the Contractor makes an irrevocable offer.
- 3.2 The prices given by the contractor are in euros, exclusive of VAT, including all other costs, such as but not limited to costs for exemptions, licenses, permits, transport, insurance, customs activities and guarantees.
- 3.3 An offer is valid for 30 days, unless otherwise agreed in writing.
- 3.4 If a written purchase order follows an offer from the Contractor, the Agreement is concluded at the moment that Scaves sends the purchase order to the Contractor.
- 3.5 Execution of an oral purchase order can only take place after Scaves has confirmed the purchase order in writing or Scaves has issued a Purchase Order Number to the Contractor.
- 3.6 In framework agreements, the Agreement is concluded each time the purchase order for a (partial) delivery, within the framework of the framework agreement, is sent by Scaves or a purchase order number is provided to the Contractor.
- 3.7 Scaves has the right to suspend or cancel a reservation or assignment free of charge at any time.



Article 4. Modification of the Agreement

4.1 Modifications or supplements to (the implementation of) the Agreement can only be made with written permission from Scaves.

4.2 Scaves is authorized to change the content of the Agreement in consultation with the Contractor. Scaves is authorized to make adjustments to drawings, models, instructions, specifications and the like with regard to the Agreement. Scaves will inform the Other Party in writing of the changes as soon as possible.

4.3 The Contractor performs all changes desired by Scaves (including but not limited to: changes in the timetable) if these are technically and organizationally possible. If, in the opinion of the Contractor, a desired change has consequences for the agreed price, quality, quantity and/or date of Delivery, it will inform Scaves in writing as soon as possible before implementing the change, but no later than five working days after the notification of the requested change. In the absence of such notification, the desired change is deemed to have no consequences for the agreed price, quality, quantity and/or date of delivery.

4.4 The consequences of changes are agreed in advance in writing. If, in the opinion of Scaves, the consequences for the price, quality, quantity and/or date of delivery are unreasonable in relation to the nature and scope of the change, or if no agreement is reached on the consequences of changes, Scaves has the right to dissolve the Agreement by means of a written notification to the Contractor, unless the consequences of the amendment do not justify the dissolution.

Article 5. Subcontracting and transfer

5.1 The Contractor is not entitled, without prior written approval from Scaves, to outsource the order or any part thereof to a third party and/or to transfer one or more of its obligations under the Agreement to a third party.

5.2 In the event of subcontracting and/or transfer of obligations by the Contractor to a third party, the Contractor must at all times declare all provisions – written or unwritten – under the Agreement to be applicable back to back in the agreement with that third party.

5.3 The Contractor remains at all times fully responsible and liable for the execution by a third party to whom the Contractor has outsourced and/or transferred or engaged (in any other manner) any part of the Order and/or any part of its obligations under the Agreement.

5.4 The Contractor is not entitled, without prior written approval from Scaves, to transfer and/or pledge one or more of its rights under the Agreement to a third party.

5.5 Outsourcing and/or transfer of rights and/or obligations shall not affect the (obligation regarding) performance and/or the liability and/or any other obligation of the Contractor under the Agreement.

Article 6. Force majeure

6.1 In the event of a non-attributable shortcoming in the fulfillment of the Agreement as referred to in Section 6:75 of the Dutch Civil Code (hereafter: 'force majeure'), the parties will inform each other of this immediately, as well as of the expected duration of the force majeure situation. The fulfillment of the obligations of the parties is suspended for the duration of the situation of force majeure, unless this situation lasts longer than 3 months or the nature of the Agreement opposes suspension. In both the latter cases, each of the parties is entitled to dissolve the Agreement in whole or in part, without being obliged to pay any form of compensation.

Article 7. Intellectual and industrial property

7.1 Unless otherwise agreed in writing, all data and documents that are made available by Scaves to the Contractor for the performance of the Agreement, or to which

intellectual and/or industrial property rights apply, remain the property of Scaves and the Contractor must respect these rights. The Contractor is obliged to return all data and documents of Scaves immediately after the Agreement has expired.

7.2 If and in so far as the Contractor or any third party can assert intellectual and/or industrial property rights in respect of the delivered goods, the Contractor will grant Scaves a right, which is unlimited and indefinite in time and scope, to use the delivered goods. The right to use also includes the right of Scaves to grant its clients a right to use the goods. Scaves also obtains the fullest possible right of use of inventions used or developed by the Contractor in the context of the execution of the Agreement. Unless agreed otherwise in writing, Scaves will not owe the Contractor any separate compensation for these.

7.3 The Contractor guarantees the free and undisturbed use by Scaves of the delivered goods, as well as the inventions used and/or developed by the Contractor within the framework of the Agreement. The Contractor guarantees that it will not infringe the industrial and intellectual property rights of third parties in the performance of the Agreement. The Contractor indemnifies Scaves against third-party claims for compensation for damage due to infringement of their industrial and intellectual property rights.

7.4 In the event of any infringement as referred to in paragraph 3 of this article, Contractor is obliged to acquire a right of use for Scaves, or if this is not possible, to replace the delivered goods by equivalent goods that do not infringe upon intellectual property rights and/or industrial rights of third parties, or to change the goods in such a way that the infringement is resolved, all this in consultation with Scaves and on the condition that the goods continue to comply with the relevant provisions in the Agreement and are suitable for the purpose for which they are intended.

7.5 The intellectual property rights referred to in this article: I) made available by Scaves and II) created and produced at the request of Scaves, remain the property of Scaves regardless of whether the Contractor has canceled the production. These data may not be copied, used or shown to third parties without the prior written permission of Scaves, or used for other commercial purposes other than for which it was supplied or produced. The Contractor is also expressly prohibited from selling the goods supplied by Scaves to, by or through third parties in any form whatsoever, unless otherwise agreed in writing.

Article 8. Acceptance

8.1 Delivery does not constitute acceptance.

8.2 Within a reasonable period after delivery, Scaves will inspect the Performance (or have it inspected), which includes examination and/or testing. Inspection does not constitute acceptance and does not release Contractor from its obligations under the Agreement. Unless otherwise agreed, the costs of the inspection – with the exception of the costs of the employees of Scaves or its authorized representative who are responsible for the inspection themselves – are at the expense of the Contractor. In the event of a re-inspection, all costs are at the expense of the Contractor.

8.3 Based on the inspection, Scaves can:

- a. approve the Performance; or
- b. conditionally approve the Performance, with the understanding that the Contractor must still remedy one or more outstanding points within a period to be determined by Scaves; or
- c. reject the Performance.

8.4 In the event of rejection, Scaves can order the Contractor to execute the Agreement within a reasonable term to be determined by Scaves, according to the agreed requirements, and Scaves is entitled to issue instructions. The provisions of this article then apply mutatis mutandis again. If the delivered Performance is again rejected

in the second instance, Scaves can have the Agreement executed on behalf of the Contractor (by a third party).

8.5 Rejection does not in any way imply postponement of the agreed delivery date, unless Scaves has agreed to an extension in writing.

8.6 If Scaves has approved the Performance in writing or, in the case of conditional approval, outstanding points have been addressed to the satisfaction of Scaves as indicated by it in writing, then acceptance takes place.

8.7 For partial deliveries, Scaves performs only preliminary inspections, and acceptance does not take place until the entire execution of the Agreement is completed – and then only provided the other conditions for acceptance are met.

8.8 The Contractor remains fully responsible for non-accepted goods that must be (temporarily) stored or otherwise remain under the Contractor's remit. Contractor is liable for all damage resulting from total or partial loss, theft, burning or damage to these goods.

8.9 Acceptance does not release the Contractor from its liability for any - visible or invisible shortcomings, regardless of whether Scaves has carried out an inspection.

Article 9. Invoicing and payment

9.1 The Contractor will not invoice amounts due by Scaves earlier than on the date of delivery of the Performance. In the event of full and correct execution of the Agreement, Scaves will pay an amount invoiced in this respect no earlier than 30 days after receipt and approval of that invoice.

9.2 Scaves is entitled at all times to set off amounts that Scaves owes the Contractor against all that Scaves has or will have to claim from the Contractor at any time, whether due or not.

9.3 Payment of the invoice does not imply any acknowledgment of the relevant claim.

9.4 Invoices that are sent to Scaves after a period of one year from the delivery of the Performance will not be accepted and, as a result of that period, the Contractor's right to payment of those invoices will lapse.

9.5 Scaves is authorized, before payment is made, to require the Contractor to issue, in addition to or instead of transfer of ownership, an unconditional and irrevocable bank guarantee for its account.

9.6 Article 23 of the Dutch General Transport Conditions 2002 (AVC) regarding right of retention is explicitly not applicable.

Article 10. Warranty

10.1 The Contractor warrants that the delivered Performance complies with the Agreement and that it possesses the features that have been agreed, is free from defects, is suitable for the purpose for which it is intended and complies with the legal requirements and other applicable regulations, at both national and international level, all as they apply at the time of delivery.

10.2 If the Agreement or the applicable laws and/or regulations do not stipulate otherwise in this respect, the Contractor shall provide full warranty on the Performance for a period of at least 24 months after the delivery. In some cases, the date of delivery itself will not apply as the starting date for the warranty period but instead the date of acceptance by Scaves will apply.

10.3 The Contractor will repair defects and/or shortcomings within the warranty period within a reasonable term to be determined by Scaves. All costs arising from this are at the expense of the Contractor.

10.4 If the speed with which repairs must be carried out makes this necessary, Scaves is authorized, after consultation with the Contractor, to have the repair carried out at the expense of the Contractor. In very urgent circumstances, Scaves can also waive prior

consultation in which case Scaves will notify the Contractor as soon as possible after the repairs have been carried out.

10.5 If Scaves sees reason to do so, it may demand that the Performance be replaced in its entirety. Scaves will notify the Contractor of this request in writing. Contractor will then proceed to replacement.

10.6 The guarantee and the guarantee period recommences after an acceptance by Scaves of an executed repair or replacement to which the warranty conditions apply.

10.7. The Contractor will fully indemnify and compensate Scaves for claims from third parties, including its Principal, where it concerns warranty claims and all resulting damages.

Article 11. Confidentiality

11.1 Without the prior written consent of Scaves, the Contractor will not disclose to third parties the content of the Agreement and all related information in the broadest sense of the word which has been made known to it by Scaves or a third party within the scope of the Agreement or preceding requests for quotations or offers, unless the normal exercise of the Agreement expressly requires that this information be made known to third parties.

Article 12. Right of suspension

12.1 Scaves is permitted to suspend its payment obligations if the Contractor falls short in fulfilling its obligations under the Agreement or by virtue of the law or if Scaves suspects that the Contractor will fall short, irrespective of the extent of the shortcoming and whether or not this shortcoming can be attributed to the Contractor.

12.2 The Contractor waives the right of suspension to which he is entitled in so far as the suspension will entail that the timely execution of the work of Scaves becomes delayed or threatens to be delayed.

Article 13. Temporary staffing

13.1 The Contractor is not permitted to use temporarily employed workers for the performance of the work, unless Scaves has given written permission to do so in advance.

13.2 If the Contractor makes use of hired workers, it is obliged to comply strictly with the administrative regulations set by or pursuant to the Tax Collection Law (Invorderingswet) and the obligation to indemnify as stipulated in article 14.2 of these conditions shall apply.

Article 14. Supply Chain Liability/Hirer Liability

14.1 If Scaves or its Principal is held liable under the Tax collection law (Invorderingswet) for (advance) premiums not paid by the Contractor for social insurances or taxes and Scaves pays these premiums or taxes, Scaves will have a claim on the Contractor for the entire amount Scaves has paid, to be increased by the statutory interest from the moment Scaves has made the payment. The Contractor must indemnify and hold Scaves harmless in this regard.

Article 15. Liability

15.1 The Contractor shall be liable for all damage that Scaves, persons or companies or any other third party, including the Principal, which Scaves employs, will suffer or has already suffered as a result of a shortcoming attributable to the Contractor, including any business damage and consequential damages, as well as penalties paid and discounts given. The liability also includes liability for damage caused by a defect in the delivered goods as referred to in article 6:186 of the Dutch Civil Code (product liability). The Contractor is obliged to notify Scaves immediately in the event of damage.

15.2 The Contractor indemnifies Scaves from any claim by third parties in respect of any compensation for damage as referred to in paragraph 1 of this article. Third parties also include employees of Scaves as well as those who work for Scaves and its Principal.

15.3 Compliance with the regulations applied by Scaves in the area of safety, health and environment, as well as all other regulations applied by Scaves does not relieve Contractor of its liability for damage in connection with the performance of the Agreement or damage caused by accidents during the execution of the Agreement.

Article 16. Insurance

16.1 Without prejudice to the legal obligation of the Contractor to take out insurance, the Contractor is obliged to insure against the financial consequences of (possible) liabilities towards Scaves. The conclusion of insurance policies does not affect the Contractor's liability based on what has been agreed or stipulated in the law.

16.2 The Contractor must ensure that the Contractor, for the duration of the Agreement and the execution thereof, will also conclude and hold the following insurance policies on behalf of Scaves:

- A primary transport, CAR (Construction All Risk), AER (Erection Allrisk) or comparable insurance whereby at least the sections, 'work', 'liability' and 'existing properties of the client' have been adequately covered.
- An all-risk insurance (WA + full value of the Casco + Work risk) for the goods on which the service is provided.
- All compulsory statutory insurance that is prescribed by the applicable legislation.

16.3 The insurances referred to in this article shall in all cases be primary with respect to the insurance policies of Scaves and the third parties it engages. The insurances will stipulate that insurers will waive any right of recourse against Scaves, its subcontractors, and its employees and subordinates. Scaves will be mentioned as a co-insured in the policy.

16.4 At the request of Scaves, the Contractor is obliged to make available to Scaves copies of insurance policies concerning the insurance policies taken out, as well as copies of the premium payments associated with the relevant insurance policies.

16.5 The insurances referred to in article 16.2 have an insured sum that corresponds to the requirements of the law and/or the full value of the goods on which the service is provided. In the absence of a to be determined insured amount, at least an insured sum of € 5,000,000 per claim applies. The maximum insured amount per claim does not limit the Contractor's liability which it has based on what has been agreed or based on of what has been determined in the law. The insurances will not have a higher excess than € 5,000 per case or a series of claims from the same cause.

16.6 In the absence of insurance as mentioned in this article, the damage must be settled as if the insurance had been taken out by the Contractor, meaning that the Contractor itself is fully liable for the consequences of not taking out the said insurance.

Article 17. Termination

17.1 Subject to the provisions of the law, the Contractor is legally in default in the following cases and Scaves is entitled to terminate the Agreement in whole or in part without further notice of default or judicial intervention, this without prejudice to Scaves's right to compensation and regardless of the nature or the extent of the shortcoming or its significance;

- a. if the Contractor does not fulfill one or more of its obligations arising from the Agreement or does not fulfill them on time, so that, among other things, a delay in the work or a part thereof arises or is to be feared;
- b. if the Contractor is declared bankrupt, (provisional) suspension of payment is granted, is admitted to the statutory debt restructuring or if the Contractor is placed under guardianship in accordance with the provisions of the law, or if a request for one of these cases is submitted;



c. if one or more of the affairs of the Contractor are placed under administration;
d. if the Contractor transfers or liquidates control over its business or part thereof, in whole or in part, or if it shuts down, or if the business is discontinued in any other manner;

e. if the affairs of the Contractor or parts thereof are seized before judgment or seized under a warrant of execution.

17.2 After the termination, existing claims of Scaves against the Contractor, including the claim for damages, are immediately payable.

Article 18. Evergreen clause

18.1 The parties agree that the obligations assumed under articles 7, 11 and 18 shall remain in full force after the termination of this Agreement, regardless of the cause of the termination.

Article 19. Applicable law and choice of forum

19.1 Only Dutch law applies to the Agreement. The applicability of the Vienna Sales Convention is explicitly excluded.

19.2 All disputes arising directly or indirectly from the agreements concluded with Scaves will be submitted to the competent court in Assen in the first instance. Scaves may deviate from this jurisdiction rule and apply the statutory rules of jurisdiction.

19.3 The provisions of paragraph 2 of this article in no way diminish the right of Scaves to at all times turn to the competent court of the place where the client is established, or if Scaves so wishes, to turn to Dutch Arbitration Institute. The place of arbitration will be Assen, the Netherlands. Unless the parties agree otherwise, the procedure will be conducted in the English language.



SPECIAL PART I, PURCHASE AND DELIVERY OF GOODS

Article 20. Delivery, packaging, transport, storage and installation

20.1 Unless explicitly stated otherwise in the purchase order, delivery shall take place Delivered Duty Paid (DDP), Scaves, Wendakkers 5a Schoonebeek, the Netherlands, in accordance with Incoterms 2020.

20.2 Packaging must comply with international and Dutch regulations.

20.3 The Contractor must package the shipment properly, accompanied by a transport ticket stating at least: the order number of the order, the number of packages, and the correct delivery address. On the outside of each package a packing list must be attached with the contents of the shipment.

20.4 All costs of packaging, transport, storage (other than those referred to in Article 20), installation of the goods and the costs of insurance (actual value) of transport, storage and installation related to the Agreement or the performance thereof shall be borne by the Contractor. Contractor shall immediately reimburse Scaves for these costs insofar as Scaves has incurred these costs.

20.5 The Contractor guarantees that the delivered goods are clean and free from contamination. Contractor is liable for all damage caused by pollution or contamination, including in any case additional cleaning costs, as well as costs of cleaning, removal, destruction of the dispersed pollution or contamination in the soil and/or groundwater, regardless of how, where and by whom this is caused including all (consequential) damage as a result of delays and/or partial or full suspension of Scaves or third parties.

20.6 If Contractor has cleaned contaminated equipment with Naturally Occurring Radioactive Material (NORM) before delivery, it is obliged to hand over a clean-up declaration.

Article 21. Storage

21.1 If the Performance is ready for delivery, but Scaves is not reasonably able to accept it at the agreed time, the Contractor will keep the Performance, separated and recognizably destined for Scaves, secure and take all necessary measures to prevent quality reduction until the Performance has been delivered.

Article 22. Transfer of ownership and risk

22.1 The ownership of and the risk for the Performance as well as parts of the Performance, such as materials, will be transferred to Scaves on delivery.

22.2 Contrary to the provisions of article 22.1, in the case referred to in article 21, Scaves will acquire ownership of the Performance at the time it is stored for Scaves; however, the risk and the costs in case of storage remain with the Contractor until the delivery of the Performance.

22.3 The Contractor is not authorized to pledge the goods that are the property of Scaves or to encumber them in any way whatsoever.

22.4 If third parties serve garnishment order on the goods that are the property of Scaves or want to establish or assert rights thereon, the Contractor is obliged to notify Scaves of this as soon as reasonably may be expected.

22.5 In the event that Scaves wishes to exercise its property rights as referred to in this article, the Contractor will immediately, unconditionally and irrevocably consent to Scaves, or to third parties to be designated by them, to enter all those places where the properties of Scaves are located and to retrieve these items.



Article 23. Delivery time

23.1 The Contractor will deliver the goods at the time stipulated in the Agreement. The agreed time or the agreed delivery period is of essential importance. In the event of late delivery, the Contractor will be in default without further notice of default.

23.2 As soon as the Contractor knows or expects that the goods cannot be delivered on time, it will immediately inform Scaves of this.

23.3 Delivery earlier than agreed can only take place after consultation with Scaves. Earlier delivery does not lead to changes in the agreed time of payment.

23.4 If the parties have not agreed on a delay payment in writing, the Contractor from the moment of default will owe a penalty of 2% of the total order amount per day, including a part of a day, with a minimum of €500. The penalty is immediately due and payable, without any notice of default or other prior declaration, for example in the sense of art. 6:80 of the Dutch Civil Code. This penalty is due both for an attributable and non-attributable shortcoming and without prejudice to all other possible rights or claims of Scaves, including in any case the right of Scaves to claim full compensation. The penalty is capped at a maximum of 10% of the total order amount. Imposing, claiming or settling this penalty or damage will not affect Scaves's right to execution or dissolution of the Agreement.

23.5 If the goods are not delivered in full or in part at the agreed time, Scaves shall have the right to dissolve the Agreement without further notice of default or judicial intervention and without prejudice to its further rights. This dissolution extends not only to the goods that have not yet been delivered, but also to the goods already delivered based on the same Agreement, if these goods can no longer be used effectively as a result of not delivering the remaining items.

23.6 In the event of dissolution of the Agreement, Scaves is entitled to return to the Contractor for its account and risk the goods which have already been delivered based on the same Agreement but can no longer be used effectively and to reclaim any payments from the Contractor that Scaves may have made for these goods.

23.7 In the event of dissolution of the Agreement, the Contractor shall be obliged to compensate Scaves, in addition to the delay damage referred to in paragraph 4, for the actual damage that Scaves may suffer, among other things, by a cover purchase and penalties imposed on Scaves by its Principal.

Article 24. Availability of maintenance and spare parts

24.1 If the Agreement stipulates that the Contractor is obliged to perform maintenance work and/or to supply spare parts. The Contractor shall ensure that maintenance as well as spare parts necessary for the repair and maintenance of goods will remain available at reasonable prices and/or rates for a period of 10 years after the last delivery of the goods concerned to Scaves, unless the Agreement calls for another period.

Article 25. Prices

25.1 The agreed price is binding and can never be changed as a result of, but not limited to, changes in exchange rates, purchase prices, freight rates, import or export duties, excise duties, levies, taxes, raw materials or semi-finished products, wages and other costs payable by Contractor to third parties.

SPECIAL PART II, ACCEPTANCE OF WORK AND THE PROVISION OF SERVICES

Article 26. Obligations of the Contractor

26.1 The Contractor is obliged to:

- a. to strictly comply with all obligations towards employees, whether or not hired, employed by the Contractor;
- b. to strictly comply with all statutory obligations to pay social insurance premiums, as well as payroll tax, which are related to the work assigned to it, and, moreover, to strictly comply with the applicable collective labor agreement;
- c. generally or on the premises of the work recognized by the government or by virtue of the collective labor agreement, observe prescribed rest days, public holidays, holidays or other fixed days to be established or to be determined for the benefit of the Contractor or its employees who perform work under the Agreement, without being entitled to any compensation;
- d. to organize the administration in accordance with the legal requirements, including the provisions of the Tax collection law (Invorderingswet);
- e. on request, to provide information about whether or not a G-account is available. If the Contractor does not have a G-account, the Contractor will open a G-account at Scaves's first request.

26.2 The Contractor must have:

- a. a residence permit, if required;
- b. a statement of all working employees, whether or not hired, or a man-hours account, if this is desired by Scaves.
- c. a payroll tax number and a recent statement from the tax authorities regarding the contractor's payment behavior regarding the social security contributions and wage tax payable.

26.3 The Contractor must provide any information, free of charge and if requested, to Scaves or its Principal for their administrative obligations.

26.4 If requested by Scaves, and as often as Scaves deems it necessary, the Contractor must provide the documents referred to in paragraph 2 of this article.

Article 27. Laws, regulations and permits

27.1 The Contractor is deemed to be aware of all legal and other requirements, conditions and provisions which Scaves should comply with and observe pursuant to the agreement concluded with its Principal if the performance of the Agreement forms part of the work referred to in the agreement with the Principal.

27.2 The Contractor is responsible for the working conditions and safety under which the agreed work is carried out and it must comply with all applicable legal requirements and other government regulations regarding order, safety, nuisance, environment, etc. as well as both locally applicable regulations and the rules of Scaves in this regard.

27.3 The Contractor will take care of any necessary permits and the taking of security measures in connection with the delivery to be performed and the execution of the work it has approved.

27.4 The Contractor is obliged to ensure that the work is carried out in accordance with all relevant statutory regulations and the health and safety and environmental rules and regulations applicable to Scaves in such a way that the safety of all persons who are on the premises/property of Scaves is guaranteed as much as possible and their health is protected.

Article 28. Personnel

28.1 The Contractor is obliged to instruct the personnel on the applicable laws, regulations, rules and the like, including those applicable to the Principal and Scaves, and it guarantees that the personnel shall comply with all these laws, rules, regulations and so forth.

28.2 The Contractor shall ensure that the presence of the Contractor and/or staff, on Location in no way impairs, impedes or hinders the progress of the activities of Scaves, the Principal and/or other companies.

28.3 The Contractor is obliged to comply exclusively with the instructions and indications given by Scaves. However, Scaves may, after consultation with the Contractor, request the Principal to give its instructions directly to the Contractor.

28.4 The Contractor guarantees that the personnel possesses the qualifications and requirements to perform the work.

28.5 The Contractor is obliged to provide the staff with sufficient, efficient and appropriate PPE. The Contractor must also ensure that PPE is used in the correct manner and that, if they are not used or not used correctly, measures are taken to remedy this. In addition to the legal requirements, the Contractor and the hired employees must follow the (house) rules of the locations where they are located.

28.7 If the personnel is not qualified in accordance with the set requirements or if the personnel acts in violation of the provisions of this article, or if the Principal is not satisfied with the personnel, all according to the full discretionary assessment of Scaves and/or the Principal, Scaves is entitled to require that such personnel be removed.

Article 29. Subletting

29.1 Scaves is entitled, without any reservations or restrictions, to sublet to its Principal the items that it has leased.

29.2 In the event of the subletting of Scaves to its Principal, all insurance obligations imposed on the Contractor, as well as the liability and guarantee provisions referred to for the Contractor, are also stipulated for the benefit of Scaves.

Article 30. Commencement and delivery

30.1 The Contractor shall commence execution of the work at the agreed time. The Contractor carries out the work in accordance with the timetable that he has received from Scaves. The Contractor will deliver its work at the agreed time.

30.2 Scaves is entitled to change the order of the work to be carried out if it deems this desirable in connection with the progress of the work, without being obliged to pay any compensation to the contractor.

30.4 As soon as the Contractor knows or ought to know that the completion cannot, not timely or not properly take place, it will immediately notify Scaves of this in writing, stating the circumstances that result from this. Without prejudice to the rights of Scaves, the parties will determine in further consultation when and in which way the delivery can still be completed.

30.5 If the Contractor does not deliver at the agreed time, the Contractor must pay a penalty of 2% of the total order amount per working day, including a part of a day, with a minimum of € 500. The fine is immediately due and payable, without any notice of default or other prior declaration in the sense of art. 6:80 of the Dutch Civil Code and so forth being necessary. This penalty is due both to an attributable and non-attributable shortcoming and without prejudice to all other possible rights or claims of Scaves, including in any case the right of Scaves to claim full compensation. The fine is capped at a maximum of 10% of the total order amount. Without prejudice to the other liability provisions, the terms declared applicable under Incoterms article 19.1 will be declared applicable, by analogy with purchase agreements, to lease agreements.



Article 31. Price, quantity and additional work

31.1 The agreed prices are fixed. Increases in for example but not limited to wages, prices, materials will not be offset.

31.2 If this is not clear from what has been agreed, the prices shall be deemed to include VAT or comparable levies.

31.3 Additional work is only eligible for compensation if Scaves has explicitly instructed the execution thereof and the Contractor can submit work orders for the additional work.

31.4 Unless the Agreement makes specific provision for offsettable quantities, the quantities mentioned therein are stated as accurately as possible and must be delivered so much more or less as the work requires, without the contractor being entitled to request a price adjustment.

31.5 If the Contractor requires payment of more than the agreed quantity or price, the Contractor is obliged to notify Scaves of the yet to be invoiced claim within 14 days after delivery of its work, stating the reasons on the basis of which the Contractor is of the opinion that Scaves is obliged to pay this. In the event of late notification of this claim, the Contractor's right to claim more than the agreed price will no longer entitle the Contractor to payment thereof. The timely announcement of this claim to Scaves does not mean that Scaves acknowledges this claim.

31.6 With regard to the lease of equipment, Saturdays, Sundays and nationally recognized and Christian holidays are discounted in the lease price. Lease prices are charged on a pro rata basis per day.

Article 32. Invoicing

32.1 The invoices to be sent by the Contractor to Scaves must comply with the requirements set by or pursuant to the Turnover Tax act 1968 (Wet op de Omzetbelasting 1968). On this dated and numbered invoice, the Contractor must clearly and concisely state the following details:

- a. the contract number and/or work number;
- b. the date of the order;
- c. the work and the place(s) of execution to which the invoice relates;
- d. the period and the performance to which the invoice relates;
- e. the amount of the wage bill, law social insurance financing (Wet financiering sociale verzekeringen) included in the invoiced amount;
- f. name, address and place of residence of the (sub)contractor;
- g. a reference to any applied exemption or reverse charge;
- h. the VAT numbers of both the Contractor and Scaves;
- i. the date of any prepayment;
- j. the payroll tax number of the Contractor;
- k. the number of the G-account of the Contractor;
- l. the unit price excluding VAT and any pre-payment discounts and rebates that are not included in the unit price;
- m. the taxable amount for each tariff or exemption.

32.2 The invoice must be accompanied by and in accordance with the delivery notes signed by the authorized representative of Scaves, or the delivery orders from Scaves, as well as the man-hour statements.

32.3 The Contractor does not have the right to increase the invoices with a so-called credit limitation surcharge.

32.4 Invoices that do not meet the requirements set out in the previous paragraphs of this article will be returned without being processed and will not be paid.

32.5 Contractor is obliged to submit to Scaves its still-to-be-invoiced final bill within 30 days after its last delivery, but in any case no later than the day on which the work is delivered to the Principal. The timely submission of the final invoice to Scaves does not mean that Scaves will also approve this final invoice.



Article 33. Payment

33.1 Payment is made on the basis of an agreed timetable, or in the absence thereof, after completion of the work. Scaves is only obliged to pay after:

- a. The Contractor has delivered the work or a part thereof to which a (term) payment relates, in accordance with the Agreement, to Scaves, or after the Contractor has completed part of the work to the satisfaction of Scaves;
- b. Scaves has received an invoice in accordance with article 30 of these terms and conditions.

33.2 Scaves will make the payments no sooner than 30 days after the time that all the conditions described in the previous paragraph have been met, unless otherwise agreed in writing.

33.3 If it has been agreed that Scaves must pay amounts by way of advance payment or by way of a deposit, as stipulated in paragraph 3 of this article, Scaves shall at all times have the right to demand the Contractor provide sufficient security, in the opinion of Scaves, for this payment.

33.4 Scaves is at all times entitled to change the percentages determined when entering into the Agreement if it can reasonably assume on the basis of the data known to it that these percentages are actually higher. In particular, this refers to the percentage of the price which indicates which part of the price to be paid by the Contractor in the context of the execution of the Agreement in relation to social insurance contributions and payroll tax due.

33.5 Scaves always has the right to pay directly to the tax authorities the social insurance premiums and payroll tax owed by the Contractor in relation to the performance of the Agreement, for which Scaves is jointly and severally liable pursuant to the Dutch sequential liability act (Wet Ketenaansprakelijkheid)

33.6 Scaves is permitted to deduct an amount for the direct payments referred to in the previous paragraph from any amount to be paid by it to the Contractor. This amount to be deducted from the price to be paid by Scaves will be equal to the percentage stated in the Agreement or the percentage modified by Scaves in accordance with paragraph 5 of this article, which percentage indicates which part of the amount paid by the Contractor in the context of the price to be paid for the Agreement is related to social insurance contributions and payroll tax.

33.7 By direct payment of the amount withheld in accordance with the provisions of this article, Scaves shall be fully discharged towards the Contractor in the amount of the direct payment.

33.8 The provisions of paragraphs 5 and 6 of this article do not affect the fact that Scaves is, at all times and without giving any reason, also allowed to pay the deducted amount by payment to the G-account of the Contractor within the meaning of article 34 and/or article 35 of the Tax Collection law 1990 (Invorderingswet 1990).

34. Examination, inspection and capacity of leased equipment

34.1 The Contractor undertakes to make the equipment available in good and maintained condition.

34.2 The Contractor guarantees that the delivered goods are clean and free from contamination. Contractor is liable for all damage caused by pollution or contamination, including in any case additional cleaning costs, as well as costs of cleaning, removal, destruction of the dispersed pollution or contamination in the soil and/or groundwater, regardless of how, where and by whom this is caused including all (consequential) damage as a result of delays and/or partial or full suspension of Scaves or third parties.

34.3 If Contractor has cleaned contaminated equipment with Naturally Occurring Radioactive Material (NORM) before delivery, it is obliged to hand over a clean-up declaration.

34.4 Once a piece of equipment is under the supervision of Scaves, and the equipment must be inspected or replaced in the interim, the Contractor must organize this in such a way that it does not cause a delay for Scaves, for the third parties engaged by it or for its Principal.

34.5 The Contractor must itself ascertain when inspection and/or replacement must take place, and inform Scaves of this in a timely manner, at least 3 months prior to the necessary inspection or replacement.

34.6 Irrespective of other provisions of these terms and conditions, the Contractor is fully liable, and it indemnifies Scaves against all consequences, loss, damage and/or costs arising during the inspection and/or replacement and if the inspection and/or replacement does not take place in time.

34.6 The provisions of paragraph 4 of this article also apply if the piece of equipment obtained by Scaves or its principal has become part of another material, or if the equipment is located offshore.

34.7 The Contractor guarantees that the structural integrity and the nature of the leased property is suitable for the work to be performed and can be used without reservation or restrictions within the applicable legal provisions, requirements, obligations and/or exemptions.

34.8 The items provided in the lease must at least always be provided with an operating, handling and safety manual. If necessary and at the first request, the Contractor will provide someone free of charge, who can give further explanation about the use.



SPECIAL PART III, HIRING OF EMPLOYEES

Article 35. Provision of employees by the Contractor

35.1 The Contractor shall ensure that the hired workers meet the training requirements, qualifications and requirements specified in the Agreement and that the hired employees are fully qualified to perform the work.

35.2 The Contractor shall ensure that and is responsible for ensuring that the hired workers fully comply with all rules, regulations, instructions and measures relating to safety, the environment, health and working conditions and that the employees to be hired comply with the instructions of Scaves and/or the Principal.

35.3 The hired employees will be provided by the Contractor with the safety equipment as specified in the Agreement. The Contractor is obliged to make sufficient, effective and appropriate PPE available to all hired employees. The Contractor must also ensure that PPE is used in the correct manner and that if it is not used or used incorrectly measures are taken to remedy this. In addition to the legal requirements, the Contractor and the hired employees must follow the (house) rules of the locations where they are located.

35.4 If hired workers are not qualified in accordance with paragraph 35.1 of this article or if hired workers act in violation of the provisions of paragraph 35.2 of this article, or if the Principal is not satisfied with hired workers, all in full discretionary assessment of Scaves and/or the Principal, Scaves is entitled to require that such employees be removed. In that case, the Contractor will ensure and is responsible for the removal of such employees and will immediately replace the employees with other employees, who fully meet the requirements of this article. All costs involved in this are at the expense of the Contractor.

35.5 The hired employees are obliged to identify themselves on location, on request, and to show proof of identity.

35.6 The Contractor is obliged, on Scaves's first request, to provide Scaves with all legally required data relating to the hired employees, including but not limited to names and BSN numbers.

Article 36. Responsibility, liability and insurance

36.1 The Contractor is fully responsible for all acts and omissions of the hired employees, irrespective of whether or not these employees are employed by the Contractor.

36.2 The Contractor and Scaves shall take out a sound insurance and keep themselves insured against the risk of damage that may be caused by the hired employees to third parties in the execution of the work assigned to them by Scaves. The Contractor will take out and maintain adequate accident insurance for every hired employee during the term of the agreement.

36.3 The Contractor shall, at its own expense, enter into and retain the sureties and insurance policies for its employees with regard to the work to be performed by its employees.

36.4 The Contractor shall indemnify Scaves against any claim from third parties and the hired employees in connection with the Agreement.

Article 37. Invoicing

37.1 The invoices to be sent by the Contractor to Scaves must comply with the requirements set by or pursuant to the Turnover Tax Act of 1968 (Wet op de Omzetbelasting 1968.) On this dated and numbered invoice, the Contractor must clearly and concisely state the following details:

- a. the contract number and/or order number;
- b. the date of the order;
- c. a description and the period to which the invoice relates;



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- d. the work performed and the position of the employee.
- e. name and address of Contractor;
- f. a reference to any applied exemption or reverse charge;
- g. the VAT numbers of both the Contractor and Scaves;
- h. the date of any prepayment;
- i. the payroll tax number of the Contractor;
- j. the number of the G-account of the Contractor;
- k. the direct rate excluding VAT;
- l. the taxable amount for each tariff or exemption.

37.2 The invoice must be accompanied by and in accordance with the man-hour statements signed by the authorized representative of Scaves.

37.3 Invoices that do not meet the requirements set out in paragraphs 1 and 2 of this article will be returned unpaid without being processed.

