

GENERAL TERMS AND CONDITIONS SUBCONTRACTOR HERTEL B.V.

In these General Terms and Conditions (' Conditions '), the following words shall have the meaning assigned to them:

HERTEL	The private company HERTEL BV, established in Rotterdam, and all its affiliated legal entities and businesses, in so far as said legal entities and businesses declare this Agreement to be applicable to a mutual Agreement;
Supplier	The natural or legal person or unincorporated company with whom HERTEL has concluded an Agreement or with whom HERTEL is conducting negotiations;
Parties	HERTEL and the Supplier;
Agreement	any Agreement between the parties with a view to the delivery of goods to HERTEL (performed the work related with this including delivery) and/or with a view to the implementation of work commissioned by HERTEL (including the provision of design work, the creation of a physical work and the provision of services), every addition to and/or amendment to this Agreement, as well as all factual and legal acts in preparation for and in execution of said Agreement, including order requests made by HERTEL and quotations from the Supplier;
Contract for work	the Agreement between HERTEL and Client;
Client	the Client according to the contractual Agreement.
Project brief	written confirmation of the Agreement (see Annex 6);

Article 1 - Applicability

- 1.1 Unless explicitly agreed otherwise in writing, the following will apply to all Agreements, including additional and follow-up Agreements, as if they were literally included therein:
- the work description relating to the Agreement, insofar as it is directly or indirectly related to the Agreement, as well as any supplement and any amendments to the relevant portion of the work description, including inspection reports and states of indication, everything always including the associated physical and digital records;
 - these terms and conditions;
 - all other physical and digital documents which, by virtue of the Agreement, binds HERTEL to the Client, insofar as these documents are directly or indirectly connected to the Agreement. If, prior to or in concluding the Agreement, one or more of the documents referred to in points (a), (b) and (c) have not been supplied or made available by HERTEL, it will be the obligation of the Supplier to request, in writing, the provision of these documents by HERTEL, and it will be the obligation of HERTEL to satisfy this request without delay. In no event will the Supplier be able to appeal to his unfamiliarity with anything pursuant to the aforementioned applicable documents. In case of differences in interpretation between the provisions of the Agreement and the provisions under (a) and/or (b) and/or (c), the provisions of the Agreement shall prevail. In case of a contradiction between any of the provisions of subparagraph (a), (b) and (c) the aforementioned will prevail over the latter, except insofar as these Terms expressly deviate from any provisions mentioned in the work description.
- 1.2 The general conditions employed by the Supplier do not apply and are expressly rejected by HERTEL.
- 1.3 Any deviation from this Agreement and/or these Terms and/or other applicable documents are only binding after written confirmation by HERTEL, and are only valid for the particular case.
- 1.4 These conditions will be drawn up in both Dutch and English. If there are differences of opinion about the content or substance of these conditions, the Dutch text shall be binding.

Article 2 - Quotations and Orders

- 2.1 Any quotation made to HERTEL is irrevocable and binds the Supplier for a period of 4 weeks after the date of the quotation, or any longer period as mentioned in the quotation.
- 2.2 Costs associated with making quotations, including the costs incurred by or on behalf of the Supplier resulting from advice, drawings, etc., have been and continue to be borne by the Supplier and will not be reimbursed by HERTEL.
- 2.3 A Project Letter received by the Supplier, shall be sent back, signed and unchanged, to HERTEL within 1 business day before execution of the order.

- 2.4 An Agreement will be concluded at the time that (a) HERTEL accepts an quotation from the Supplier, in writing or electronically, within the period the quotation is valid, or, (b) the Supplier starts with the implementation of the written order of HERTEL.
- 2.5 The supplier shall be deemed to be familiar with all legal and other regulations and standards relating to the implementation of the Agreement.
- 2.6 Agreements are concluded under the condition precedent that the Subcontract is made, that HERTEL receives approval from the Client to employ the Supplier and that the work related to the order will or can be implemented.
- 2.7 If the Agreement is concluded with two or more Suppliers, they will always be held jointly liable and severally liable towards HERTEL.

Article 3 - Outsourcing and borrowing

- 3.1 Without prior written consent by HERTEL, the Supplier is not allowed to outsource the execution of the Agreement in whole or in part.
- 3.2 If the Contractor outsources the execution of the Agreement in whole or in part, the Supplier shall draft a written Agreement between him and the third party to which present Conditions will be connected, and in which the Supplier will assume the legal position of HERTEL and the third party that of the Supplier.
- 3.3 Subcontracting shall not affect the obligations of the Supplier toward HERTEL.
- 3.4 The Supplier is not entitled to use the labor force that was made available to him prior to written permission granted by HERTEL, at least one working day before the start of the assignment.
- 3.5 In case of outsourcing and/or temporary hiring, the Supplier shall comply with all applicable regulations and fully indemnify HERTEL for the consequences of non-compliance with these rules.

Article 4 - Delivery time, delivery, ownership, risk, packaging

- 4.1 The agreed delivery or performance time or the agreed delivery or performance schedule (delivery time) is binding to the Supplier, while HERTEL is authorized to determine the delivery time or to adapt it to the progress of the work, without entitling the Supplier to price changes or any additional remuneration.
- 4.2 Whether or not it has been determined later, the delivery time as determined by HERTEL is binding. This also applies to all other deadlines regarding the fulfillment of the obligations of the Supplier. By exceeding the delivery time or any other said terms, the Supplier will be considered legally in default.
- 4.3 As soon as the Supplier knows or should know that the execution of the Agreement will not occur in time, or will not take place properly, he shall immediately inform HERTEL of this. If so required, HERTEL is justified to involve a third party in order to prevent or reduce stagnation in the execution of the Agreement. The ensuing costs will be borne by the Supplier.
- 4.4 The Supplier shall be liable for all direct and indirect damages suffered by HERTEL due to any delay in delivery.
- 4.5 For each day the delivery or execution ('delivery') is delayed, HERTEL reserves the right to impose on the Supplier an immediately payable fine of 0.5% of the total order amount. The maximum fine the Supplier can forfeit in this regard is 25% of the total order amount. If delivery has become permanently impossible, the maximum fine is immediately payable in full. The fine will be paid to HERTEL without prejudice to all other rights or claims, including but not limited to its claim for specific performance; its right to a full or partial termination of the Agreement; and its legal right to damages. HERTEL has the right to settle the fine and damages owed by the Supplier.
- 4.6 Without prejudice to the relevant provisions of this Agreement, these terms and the law, suspension by the Supplier, in whatever form, is not allowed insofar as the timely and proper implementation of the work awarded by the Client to HERTEL is jeopardized.
- 4.7 The Supplier is liable towards HERTEL for any fines and/or discounts on the sale or contract price imposed by the Client due to the late or defective delivery by HERTEL as a result of shortcomings of the Supplier. HERTEL has the right to recover these fines and/or discounts from the Supplier, possibly by deduction from the payments HERTEL still owes the Supplier.
- 4.8 Delivery shall be made at the place determined in the Agreement or by HERTEL according to the Incoterm DDP (Delivery Duty Paid, according to the most recent version of the Incoterms).
- 4.9 Delivery outside the regular working hours of HERTEL can only take place after its prior written approval.
- 4.10 Unless otherwise agreed upon in writing, the Supplier is not entitled to make partial deliveries. HERTEL shall be entitled to refuse non-agreed partial deliveries at the expense and risk of the Supplier, or to require from the Supplier that the relevant partial deliveries will be retrieved at the risk and expense of the Supplier. In the case of a whole or partial rejection of a partial delivery by HERTEL, whether or not accompanied by the suspension of its payment obligation, the Supplier is not entitled to suspend obligation to further supply.
- 4.11 In case of under-delivery or over-delivery or over- or underperformance respectively, the price will be increased or decreased proportionally. The costs of overperformance and additional work are only recoverable if the Supplier has issued a written quotation that has been accepted in writing by HERTEL. Additional work will not include additional work that could or should have been foreseen by the Supplier in order to be able to execute the agreed performance or resulting from a failure to perform a commitment by the Supplier.

- 4.12 The ownership of the delivered objects is transferred to HERTEL after delivery has taken place and after approval by HERTEL. By way of derogation, the Parties shall be entitled to agree that full or partial ownership of the objects is transferred to HERTEL, before delivery and approval has taken place, in which case the supplier is required to manage these objects with due care and assume responsibility for the risk of theft, embezzlement, loss and/or damage to the objects. The supplier shall allow HERTEL to check if he is in compliance with his insurance obligations. If the supplier does not fulfill, or not fulfill properly, his insurance obligations, HERTEL is entitled to take out the relevant insurance on his own name and on account of the Supplier.
- 4.13 The risk related to objects is transferred to HERTEL at the moment he receives the objects, unless HERTEL disapproves, in which case the risk shall be deemed to have remained with the Supplier and never to have passed on to HERTEL.
- 4.14 The Supplier shall, together with the delivery of objects, hand over to HERTEL all the relevant quality and warranty certificates, test data, instruction books, user manuals, drawings, specifications, technical and overhaul data and, if necessary, an EU Declaration of Conformity and the the relevant technical file. Failure to do so will entitle HERTEL to suspend its payment obligation.

Article 5 - Obligations of the supplier

- 5.1 The supplier is obliged to warn HERTEL immediately and in writing of any inaccuracies and/or ambiguities, which he has discovered or reasonably should have discovered in any physical or digital documents in the context of the execution or implementation of the Agreement received from HERTEL, the Client or a third party. The same mandatory warning obligation applies to the Supplier when he has discovered, or reasonably should have discovered, that things made available to him by HERTEL, the Client, or a third party, in the context of the creation or implementation of the Agreement are defective or unsuitable for their intended purpose. The Supplier is liable for all damages arising out of his failure to perform his warning obligation.
- 5.2 Except to the extent that HERTEL has informed the Supplier in writing that he should execute orders and instructions given to him by or on behalf of the Client, the Supplier shall only execute orders and instructions given to him by or on behalf of HERTEL.
- 5.3 The supplier shall refrain from directly or indirectly quoting and/or making quotations to the Client, including quotes and/or quotations for extensions and/or modifications of the supply of goods and/or the execution of the work for which HERTEL is negotiating with the Client or has been engaged for by the Client.
- 5.4 The supplier is held to its legal obligations vis-à-vis HERTEL to the payment of all payroll taxes that relate to the work entrusted to him, and to always comply with the applicable CAO.
- 5.5 The order of the work to be performed by the Supplier as well as the work description within which the activities must be carried out can be determined by HERTEL. In any case, the work should be carried out according to the requirements - including working times - determined according to the progress of the work, at the discretion of HERTEL.
- 5.6 The supplier is forbidden to employ staff from HERTEL without the express written approval of HERTEL.
- 5.7 All workers employed by the Supplier shall at any time be able to identify themselves with valid ID and valid VCA certificate.

Article 6 - Prices

- 6.1 Unless the parties have agreed otherwise in writing, the following applies, regardless of any provisions to the contrary in the work description; all prices are fixed and unchangeable, price indexing will not take place; any changes in prices, wages, costs, social charges, taxes and all other charges are and will remain borne by the Supplier, regardless of the length of the period which has elapsed between the date of the conclusion of the Agreement and its implementation.
- 6.2 The prices are exclusive of VAT, unless otherwise agreed.

Article 7 - Objects, procedures, materials

- 7.1 Objects and working methods developed by the Supplier in collaboration with or on behalf of HERTEL should not be made available to third parties, unless in case of prior written approval by HERTEL. The knowledge acquired by the supplier within the framework of the development of objects and practices referred to here, will only be available to HERTEL and will neither be announced by the Supplier to third parties nor used by themselves and/or on behalf of third parties, unless prior written permission by HERTEL.
- 7.2 All objects, whether or not for purpose of processing, made available by HERTEL to the Supplier for the performance of the contract, remain under all circumstances, including after any processing, owned by HERTEL. The Supplier will expressly disclaim in advance any retention rights in relation to the objects, and will expressly disclaim any retention rights in general. The Supplier shall not impound any objects. The Supplier shall bear the risk of theft, embezzlement, loss and damage of the objects and will assume full responsibility for these risks. The supplier shall supply HERTEL, immediately upon request, with a copy of the insurance policies and proof of premium payment. All claims of the Supplier against insurers under the insurances referred to here, will, as soon as so desired by HERTEL, be pledged by the Supplier to HERTEL in the manner indicated in article 3: 239 of the Netherlands Civil Code, to multiple security of claims by HERTEL against the Supplier.
- 7.3 If the Supplier has not, within two business days of receipt of objects from HERTEL, made any complaints regarding these objects, they will be regarded as being made available to the supplier free of defects.

- 7.4 The Supplier shall use and carefully maintain the objects made available to him and return them in the same state as they were given to him. The Supplier is liable for damages to the objects made available to him.

Article 8 - Inspection, testing and review

- 8.1 HERTEL and/or Client will at all times -including, for example, during the production, manufacturing or storage – have the right to inspect, test and/or review the work delivered or the work to be delivered. The supplier shall provide full cooperation to this and will provide all the required facilities.
- 8.2 In the event that the inspection/testing/review takes place prior to delivery of the goods or completion of the work, no complaint obligation applies to HERTEL as referred to in articles 6: 89 and 7:23 BW. After the delivery of the goods or completion of the work, HERTEL has the option, during a period of 30 working days, to inspect/test and/or review the objects and/or the work performed. When the objects and/or the work should possess properties whose presence cannot be determined immediately after delivery, but, for example, only after mounting or installation of the objects or after delivery of the object of which it is a part, HERTEL has, during a period of 30 working days after this fitting, installation, final delivery etc. the option to inspect, test and/or review the objects and/or the work. If, during one of the 30-day periods referred to here, HERTEL determines that the objects and/or the work has been performed in any manner whatsoever not corresponding to the Agreement, he is entitled to reject the objects and/or the work within a period of thirty working days after said determination by means of a written notice to the Supplier. In the absence of such written notice, the objects and the work will be considered as approved. Approval will not relieve the supplier of any warranty or liability resulting from the Agreement, these terms and the law.
- 8.3 The inspections, tests and reviews referred to in this article will be borne by the respective parties themselves. However, the costs shall be borne by the Supplier in case the objects and/or work is rejected by HERTEL and/or the Client. The cost of re-inspection, retesting and subsequent reviews are also borne by the Supplier.
- 8.4 If HERTEL rejects the delivered goods or the work performed, the Supplier is required, within a reasonable period of time, to rectify the objects free of charge, or at the discretion of HERTEL, replace them free of charge or perform the work in accordance with the Agreement. If the Supplier does not satisfy this obligation, within the stipulated timeframe, or to the satisfaction of HERTEL, HERTEL is entitled to carry out (or have carried out) reparation or replacement of the goods or the proper execution of the work. The ensuing costs will be borne by the Supplier. HERTEL has the right to deduct the costs thus incurred from the amounts due to the Supplier. Without prejudice to the preceding provisions, HERTEL maintains the right to claim damages and/or to rescind the Agreement in whole or in part.

Article 9 - Guarantee

- 9.1 Unless a different period is agreed upon, the Supplier - for a period of three years after either the date of the written approval by HERTEL or, if later, the date of the commissioning - guarantees that the delivered goods and the work performed are of good quality and free from design or construction defects, or defects in materials and workmanship, and of all other burdens and limitations; that the delivered goods and the work performed comply in all respects with the applicable legal and/or relevant government requirements applying in the Netherlands or the country or countries in which the objects will be delivered or the work is being carried out respectively, and are in force at the time of the supply of the objects or the final acceptance of the work; that the delivered goods and the work performed either meet the agreed specifications and properties, or, in the absence of an express Agreement between the parties with respect to the usual specs and features, at least meet the usual specs and features for the relevant trading sector; that the delivered objects and the performed work is suitable for the purposes for which HERTEL has intended them; and that the goods delivered and the work performed conforms to this Agreement in all other respects.
- 9.2 If HERTEL informs the Supplier that delivered goods and/or work performed does not conform to aforesaid conditions, the Supplier will repair, or, at the discretion of HERTEL, arrange for a replacement, in such a way that the goods delivered and the work performed will in all ways be in accordance with the Agreement. All costs, directly or indirectly related to the repair or replacement, or, if the goods and/or the work form part of a larger object, the re-implementation of that object, shall be borne by the Supplier. In case of repair or replacement, the warranty period of three years will apply again starting from the time of delivery of the replacement goods or the final acceptance of the replacement work. Any return of goods to the Supplier shall be made at his costs and his risks.
- 9.3 If the Supplier fails to meet the guarantee obligation stipulated in this article, as well as in urgent cases that cannot be postponed, HERTEL is entitled to perform the necessary work or engage third parties to do so. The ensuing costs will be borne by the Supplier. HERTEL has the right to deduct the costs thus incurred from the amounts due to the Supplier.
- 9.4 If HERTEL asserts its rights under this article, this will not affect any of its other rights.

Article 10 - Liability, indemnity and insurance

- 10.1 The Supplier shall be liable for all direct and indirect damage suffered by HERTEL and/or third parties resulting from a breach by the Supplier in the performance of an obligation or as a result of unlawful acts or negligence of the Supplier himself or a subordinate, non-subordinate or representative of the Supplier.
- 10.2 The supplier shall fully indemnify HERTEL against claims relating to compensation for damage as referred to in paragraph 1 of this article coming from third parties, such as but not limited to the Client, the Client's insurers, future owners and users and staff of HERTEL. The Supplier shall reimburse HERTEL the reasonable costs of defence against the listed claims.
- 10.3 The Supplier shall insure his liability for damages as referred to in paragraph 1 of this article to the satisfaction of HERTEL for the duration of the execution of the Agreement. In this context, at least the following obligations apply to the Supplier:
- The Supplier will take out a primary liability insurance which shall at all times take precedence over other insurances, in which damage-benefits by insurers are made directly to HERTEL; the insured amount must be at least equal to either the amount specified in the Agreement or the amount specified in the work description, or, failing that, € 2,500,000 per event; the own risk deductible amounts to a maximum of € 10,000 per event.
 - In case of the provision of design and/or engineering work, the Supplier shall take out a primary professional liability insurance; damage-benefits should be made directly to HERTEL by insurers; the insured amount must be at least equal to either the amount specified in the work description or the amount specified in the Agreement, or, failing that, € 2,500,000 per event; the own risk deductible amounts up to € 5,000 per event.
 - In case of the use of motor vehicles and other rolling equipment, the supplier shall insure the risk of legal liability for damages against third parties and HERTEL in accordance with the legal requirements (WAM) and with regard to the provisions of the Agreement and the work description; the insured amount must be at least equal to either the amount specified in the work description or the amount specified in the Agreement, or, failing that, €2,500,000 per event; the own risk deductible amounts up to € 5,000 per event. The motor vehicles and operating equipment insurance must not contain exclusions with respect to work risk and/or damage to underground objects, such as cables and pipes;
 - The policies should include HERTEL as the insured party as well as a clause excluding liability of HERTEL towards insurers pursuant to subrogation and/or recourse;
 - The contractor shall, immediately upon request, supply HERTEL with a copy of the relevant insurance policies and proof of premium payment.
- 10.4 Insofar as an Agreement concerns the realization of a work of physical nature and/or the provision of delivery-related work (the "work"), HERTEL has on his cost, and for the benefit of the Supplier, taken out a Construction All Risk-insurance ("CAR"). The price for the implementation of the work will, therefore, not contain a premium for Construction All Risk or similar insurances.
- 10.5 Of each damage incident whose size makes it likely that above mentioned CAR-insurance will be used, the Supplier will notify HERTEL in writing as soon as possible. The handling with insurers relating to damages will either be done by the Supplier, by HERTEL, or by both, at the discretion of a HERTEL.
- 10.6 For each payment of damages covered by the Construction All Risk insurance, the Supplier will be charged an amount equal to the own risk deductible specified in the applicable insurance policy.
- 10.7 HERTEL shall in no event be liable towards the Supplier for damages incurred by the Supplier either directly or indirectly linked to to an Agreement and/or consequential damages, delay damages, business interruption, interruption damages, lost profits, lost savings, loss of customers, loss of goodwill and reputation damage.

Article 11 - Invoicing and Payment

- 11.1 All invoices of the Supplier should be addressed to HERTEL to the attention of the accounts payable department. Invoices must: (i) comply with all legal requirements, (ii) make reference to the order number of HERTEL, (iii) be accompanied by a copy of the delivery receipt given by HERTEL to the Supplier and (iv) be properly specified. HERTEL reserves the right to reject invoices that do not meet these requirements, and return them to the Supplier.
- 11.2 Payment will be made 60 days of receipt of the relevant invoice, provided it is correct and complete.
- 11.3 Payment shall not constitute a recognition that the goods delivered and/or the performed work fully comply with the Agreement and does not relieve the supplier of any warranty obligation or liability and shall not affect the rights of HERTEL under the Agreement, these terms and the law.
- 11.4 In case of advance payment, HERTEL is entitled the provision by the Supplier of sufficient security for the performance of its obligations. If the Supplier does not meet these requirements within the given term, he will be in breach. HERTEL will in this case reserve the right to terminate the contract in whole or in part and recover damages from the Supplier. Without prejudice to its other rights, in the case of failure of the supplier, HERTEL reserves the right to require the provision by the Supplier of sufficient security for the fulfilment of the latter's obligations. Sufficient security shall in any case consist of an irrevocable bank's guarantee of a first-rate Dutch bank at 110% of the prepaid amounts or 110% of the value of the performance overdue (100% of the said amounts and the aforementioned value plus premium of 10% for interest), where the cost of the bank guarantee shall be borne by the Supplier.

- 11.5 HERTEL is at all times entitled to deduct from amounts they owe to the supplier or any person or company aligned to him those amounts that HERTEL or any of his affiliated legal entity or company, for whatever reason is owed by the Supplier or any person or company aligned to him. The authority to adjust amounts also exists in case the payment of the claim is not yet enforceable.

Article 12 - Confidentiality

- 12.1 Confidential information, which in this article refers to: (i) the existence and the content of the Agreement, (ii) all drawings, models, constructions, schemes, design data, computer files and other documents and information that the supplier receives directly or indirectly from HERTEL, and (iii) any other information which the supplier can reasonably be expected to understand to be secret or confidential, including but not limited to all company information regarding HERTEL and all know-how which Supplier directly or indirectly acquires through HERTEL, will not be used by the Supplier for any purpose other than the fulfilment of his obligations arising from the Agreement.
- 12.2 Without prior written consent by HERTEL, the contractor shall not disclose to third parties any information regarding this confidential information or otherwise make public or multiply this confidential information either during the term of the Agreement or after termination thereof.
- 12.3 Without the prior written consent of HERTEL, the Supplier shall publish no photos or other images of objects delivered by him to HERTEL or of the works commissioned from him by HERTEL, nor use them for promotional purposes or otherwise make public and the Supplier shall not use the name of HERTEL in reference.
- 12.4 The Supplier shall also impose the confidentiality obligation referred to in this article to his staff and to all third parties involved in any way in the implementation of the Agreement. The Supplier warrants and guarantees that his staff and said third parties will respect the confidentiality obligation.
- 12.5 The physical and digital records referred to in paragraph 1 of this Article remain at all times the property of HERTEL and, together with all copies made, shall be returned to HERTEL immediately upon request. In case of non-compliance, HERTEL may suspend its payment obligations. This right of suspension does not affect any other rights by HERTEL on the basis of the Agreement, these Terms and the law.
- 12.6 For any breach of the obligations arising from this article, the Supplier will owe HERTEL an immediately payable penalty of 10% of the total order amount with a minimum of € 10,000, - without prejudice to the right of HERTEL to claim compensation under the law. HERTEL has the right to deduct the fine and damages from the amounts due to the Supplier.

Article 13 - Chain and hirer liability

- 13.1 To the extent that the statutory provisions on the chain and/or hirer liability are applicable, the following provisions shall apply in addition to the other provisions of these Terms and Conditions.
- 13.2 The Supplier is obliged towards HERTEL:
- to set up his administration in accordance with the law and comply strictly with the legal obligations in general.
 - upon request, be able to prove his registration in the commercial register, as well as his Business Association number, VAT-number and his operations permit number, in so far as such permit is required;
 - weekly to provide an employee register to HERTEL, which specifies the names, birth dates, addresses, citizen and social security numbers of all employees hired by the Contractor for the work, along with a copy of valid identity documents of all employees and, where applicable, a copy of valid work permits and A1 statements and an account of the time sheets;
 - upon request, to provide the payroll to HERTEL for inspection;
 - to strictly comply with all the obligations relating to employees employed by him;
 - 3-monthly, or upon request by HERTEL, provide an original and recent statement of payment history issued by the tax authority;
 - Immediately to comply with all other requests made by HERTEL in relation to his potential chain and/or hirer liability;
 - to fully indemnify HERTEL against liability towards Clients and/or third parties due to the non-compliance of the Supplier with the obligations arising from the Agreement, these terms and the law.
- 13.3 The supplier is required to have access to an escrow account (' g-account '). HERTEL is authorized to transfer to the escrow account of the Supplier those amounts payable by the Supplier, but for which HERTEL is held mainly responsible under the law, that is to say payroll taxes and sales taxes, and contracting. Notwithstanding the provisions of the previous sentence, HERTEL reserves the right to deduct these amounts referred to and settle them directly with the tax authorities, after which HERTEL shall be discharged insofar as these amounts are concerned.
- 13.4 If HERTEL has to pay payroll taxes and/or sales tax and/or recovery interests and/or costs, these can be recovered by HERTEL from the Supplier for the total of the amounts concerned, plus statutory interest from the date of payment by HERTEL and the costs incurred by HERTEL.
- 13.5 If the Supplier fails to meet its obligations under the applicable collective Agreement with his employees, and HERTEL is liable to meet those obligations, HERTEL will be entitled to recoup from the Supplier the total amount concerned, plus statutory interest from the date of payment by HERTEL, as well as the costs incurred by HERTEL.

Article 14 - Prohibition of assignment and pledging

- 14.1 Without the prior written permission by HERTEL, the Supplier is not allowed to, either fully or partially, pledge or assign or otherwise transfer claims pursuant to the Contract with HERTEL to a third party. This provision is effective in accordance with property law.

Article 15 - Suspension, cancellation

- 15.1 Without prejudice to any other rights pursuant to the Agreement and/or the Conditions and/or the law, HERTEL is authorized to suspend its commitment to or, without requiring any notice of default or judicial intervention, fully or partially terminate the Agreement by written notice to the Supplier, or, at the risk and expense of the Supplier, fully or partially entrust the execution of the Agreement to one or more third parties, if:
- a. Supplier does not timely or properly meet an obligation arising from the Agreement and/or these Terms and/or the law;
 - b. HERTEL has good reason to fear that the Supplier will fail to perform any of its obligations
 - c. Supplier is declared bankrupt, its bankruptcy has been filed, provisional moratorium has been granted to the Supplier or a request is made for this purpose, or, the Supplier has a legal debt rescheduling arrangement or a request for such has been made;
 - d. Supplier is put under administration;
 - e. Supplier dies;
 - f. The Supplier's company is liquidated;
 - g. The Supplier ceases its business undertaking or the control of his company is transferred to another;
 - h. Executory arrest placed on goods from the Supplier or a preservation order that is not lifted within one month of the date of the seizure;
 - i. The Supplier has directly or indirectly, quotted gifts or promises in any form to HERTEL's employees or the Client's that are unacceptable to HERTEL;
 - j. The Client withdraws, on the basis of force majeure, the assignment he has provided HERTEL and in connection with which HERTEL has contracted the Supplier, including the occurrence of such a drastic change in the political and/or economic conditions that maintaining said commission cannot be reasonably be asked of the Client.
- 15.2 If the neglect of the Supplier, under both the law and the Agreement and these conditions only occurs after notice of default, HERTEL will not proceed with the whole or partial termination of the Agreement as mentioned in paragraph 1a of this article, before sending a written notice to the Supplier stating a reasonable deadline for compliance, and compliance within this period failed to materialize.
- 15.3 In the case mentioned in paragraph 1 under j of this Article, the Supplier can only claim compensation from HERTEL if and insofar HERTEL can make a claim against the Client in respect to the part of the work assigned to the Supplier. Outside said case, HERTEL is not liable for any damages resulting from the full or partial termination of the Agreement.
- 15.4 In the event of full or partial termination, all claims by HERTEL against the Supplier are immediately due and payable.
- 15.5 Unless there is a deficiency or a circumstance for which the Supplier is not accountable, the Supplier shall, in the case of a full or partial termination of the Agreement, forfeit a penalty equal to 10% of the total order amount with a minimum of € 5000, without prejudice to the right of HERTEL to compensation under the law. Failures, whether or not imputable to suppliers and other agents of the Supplier, such as strikes, lack of staff and staff illness, in no event amount to force majeure on the part of the Supplier.
- 15.6 In case of full or partial dissolution, HERTEL, without prejudice to its other rights, will be entitled at its discretion:
- a. to send back/abort, at the expense of the Supplier, the goods already delivered/the work already carried out, and, to recover any payments made in relation to these goods/work.
 - b. to not not send back the goods/break down the performed work, and, instead, to take care himself or to have one or more third parties complete the implementation of the Agreement, by using, whether or not for a reasonable fee to be subsequently agreed, the tools and raw materials already used by the Supplier, as well as auxiliary equipment such as scaffolding, lifting and handling equipment etc.

Article 16 - Intellectual property rights

- 16.1 The Supplier warrants that the goods to be delivered by him and the work to be performed by him do not infringe on the intellectual and/or industrial property rights or other rights of third parties.
- 16.2 The Contractor shall indemnify HERTEL against all claims arising out of any breach or alleged breach of the rights referred to in paragraph 1 of this Article.

Article 17 - Disputes

- 17.1 All disputes - including disputes that are only considered as such by one of the parties- that may arise from or are in connection with the Agreement or any subsequent Agreement between the parties, shall be settled by arbitration in accordance with the Arbitration Rules of the Dutch Arbitration Institute, as they are three months before the day of entering into the Agreement. The arbitral tribunal shall decide according to the rules of law. Place of arbitration shall be Rotterdam.
- 17.2 If HERTEL acts as plaintiff, it is, in contravention of paragraph 1 of this Article, authorized to submit the dispute before the courts, namely, when the dispute is within the competence of the civil sector, the competent court of the Rotterdam District Court, without prejudice to the authority of HERTEL to submit the dispute to another legally competent court.
- 17.3 If HERTEL as a plaintiff acts as a third party, it is, in contravention of paragraph 1 of this article, empowered to submit the dispute to the government court or arbitral tribunal where the main action is pending.

Article 18 - Applicable law

- 18.1 The legal relationship between the parties is governed by Dutch law.
- 18.2 The applicability of the CISG (United Nations Convention on Contracts for the International Sale of Goods) shall be excluded.

Article 19 - Partial invalidity

- 19.1 In the event that, for whatever reason, no appeal can be made to any provisions in the Agreement and/or these Terms, these provisions shall be liberally construed to achieve their purpose and preserve their validity, such that an appeal can be made on them.
- 19.2 The invalidity or ineffectiveness of a part of the Agreement and/or these conditions shall not affect the validity and enforceability of the remainder of the Agreement and/or these Conditions.

Article 20 - Integrity and other business principles

- 20.1 HERTEL connects the economic principle with core values such as social responsibility, integrity, transparency and sustainability. HERTEL also expects this of its Suppliers.
- 20.2 The Supplier warrants and guarantees that its quotations have been established legally, without there having been any Agreements or concerted practices with fellow bidders, subcontractors and/or other third parties that result or have resulted in unlawful competition or the prevention or reduction of competition and/or unlawful or increased prices.