

General Terms And Conditions of Purchase of VolkerWessels Infrastructuur

Version 2024

Filed with the Chamber of Commerce under number 61503258

I General provisions

Article 1. Definitions

In these General Terms and Conditions of Purchase, the following terms have the following meaning:

- a. **GTCP:** these General Terms and Conditions of Purchase;
- b. **Client:** the user of these GTCP, being a direct or indirect subsidiary or an affiliate of VolkerWessels Nederland B.V. (Infrastructure Division);
- c. **Principal:** the client or ultimate client of the Client;
- d. **Contractor:** the Party rendering the Performance pursuant to the Agreement;
- e. **Party:** the Client or the Contractor individually;
- f. **Parties:** the Client and the Contractor jointly;
- g. **Performance:** the Performance to be rendered by the Contractor under the Agreement consisting of: the delivery of goods and/or the performance of work and/or services and activities relating thereto. Where the Performance consists of performing work (including design and implementation), this is qualified as contracting of work;
- h. **Agreement:** the agreement in writing between the Client and the Contractor in which the Performance is set out, including all arrangements, documents and appendices relating thereto.

Article 2. Applicable terms and conditions

1. These GTCP apply to all requests, offers and agreements pertaining to the Performance to be rendered.
2. Deviations from and/or additions to these GTCP can only be agreed upon in writing and explicitly. Any agreed additions to and deviations from these GTCP must be set out in the Agreement and only apply to the Performance for which they are agreed.
3. The Contractor cannot derive any future rights from any deviations from and/or additions to these GTCP agreed in writing.
4. General terms and conditions of the Contractor are expressly not applicable unless they are explicitly accepted by the Client in writing.
5. The invalidity of a provision of the Agreement and/or these GTCP will not affect the validity of the other provisions of the Agreement or these GTCP. The Parties undertake in such case to make any arrangement needed to approximate the scope of the invalid provision as much as possible in the context of these GTCP.
6. Insofar as not expressly agreed otherwise in writing, in the event of conflicts the Agreement is governed exclusively by, in descending order of priority:
 - a) the Agreement;
 - b) the provisions of the main contract (between the Principal and the Client) in connection with which the Agreement was concluded;
 - c) the present GTCP;
 - d) the UAV 2012 (Uniform Administrative Conditions 2012) or UAV-GC 2005 (Uniform Administrative Conditions for Integrated Contract Forms 2005) (if declared applicable in the Agreement).

Article 3. Offer and conclusion of the Agreement

1. The Contractor will maintain the validity of its offer for a period of at least three (3) months after the date of the offer.
2. The offer must be in accordance with the request for an offer. Deviations must be stated separately. The offer must in any event state the price, delivery period and guarantee terms.
3. All costs associated with the preparation of an offer are to be borne by the Contractor.
4. If the Contractor makes an offer in writing or orally, the Agreement is only entered into upon written acceptance of that offer by the Client.
5. The Agreement and these GTCP together contain all agreements between the Client and the Contractor and replace all previous written or oral proposals, correspondence and arrangements, unless stated otherwise in the Agreement.
6. The Agreement is deemed to have been concluded:
 - a) when the Agreement is duly signed by the Contractor and received by the Client;
 - b) when the Contractor has started the performance of the Agreement without having returned the signed Agreement;
 - c) when the Contractor has not submitted any objections in writing to the content of the Agreement within ten (10) business days after the date of the Agreement being sent.

Article 4. Amendments to the Agreement

1. Amendments and additions to the Agreement are only binding if agreed in writing.
2. If the amendments and/or additions have any consequences for the agreed price and/or the time of delivery and/or the commencement of the work, the Contractor must inform the Client of this in writing as soon as possible, but in any case within (5) business days after notification of the required amendment/addition.

Article 5. Prices

1. The contracting sum, price, unit prices, transfer prices and/or fees relating to the Performance are fixed and binding for the duration of the Agreement. Changes in prices, wages, costs, social insurance charges, taxes and other cost-increasing factors, including risks, are not offsettable, unless agreed otherwise in the Agreement in writing.
2. Insofar as the Contractor can make a claim for cost-increasing and/or unforeseen circumstances on the basis of the law or the UAV 2012 or UAV-GC 2005 as declared applicable to the Agreement, the Client is only liable if and insofar as the Client has the same claim against the Principal and if the Principal has paid the Client on the basis thereof. The amount of this claim on the part of the Client is at all times limited to what the Client has actually been paid by the Principal.
3. The agreed contracting sum, price, unit prices and/or transfer prices are in euros (EUR) and exclusive of VAT, but inclusive of all other government-imposed taxes, excise duties and levies.

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Article 6. Invoicing and payment

1. invoices must meet the requirements as set out in Articles 35 and 35a of the Turnover Tax Act 1968 (*Wet op de omzetbelasting 1968*). Invoices must be sent by e-mail and contain at least the following information, set out in a clear and transparent manner:
 - a) full name and actual address or place of business (not a post office box) of the Contractor;
 - b) VAT identification number of the Contractor;
 - c) full name and actual address or place of business (not a post office box) of the Client;
 - d) invoice number;
 - e) invoice date;
 - f) Client's project name, Agreement reference number and cost type/cost centre;
 - g) date and specification on which the Performance (or the part of the Performance to be invoiced) was performed;
 - h) indication of whether the VAT reverse-charge mechanism applies and, if so, the amount of the payable turnover tax.
2. Unless explicitly agreed otherwise in writing, invoices must be accompanied by a statement of performance issued by the Client.
3. Invoices are only payable by the Client after the Client has received the Agreement signed by the Contractor.
4. Unless otherwise agreed, payment will be made if the underlying Performance meets the standards of the Agreement and after the Contractor has fully met its obligations under the Agreement.
5. If the invoice meets the set requirements, payment will be made within 60 days after receipt of the invoice, unless the Contractor qualifies as an "SME" within the definition of Article 6:119a(6), Dutch Civil Code (DCC), in which case a payment period of 30 days applies.
6. The Contractor will notify the Client in good time of, and provide the Client upon its first request with, the necessary documents and information that adequately show whether the Contractor's business qualifies as an SME in accordance with the provisions of Article 6:119a(6) DCC.
7. Any interest claims of the Contractor will never include interest on interest.
8. If the agreement is subject to the provisions of the UAV 2012 and/or the UAV-GC 2005, the Contractor is not entitled to claim the 2% increase of the interest rate as referred to in § 45(2) UAV 2012 and/or § 42(2) UAV-GC 2005.
9. Under no circumstances is the Client liable for compensation of judicial costs, extrajudicial costs or collection costs.
10. In the event that the Client exceeds any payment term or fails to pay any invoice, this does not entitle the Contractor to suspend or terminate Performance or to dissolve the Agreement.
11. Payment by the Client in no way entails a waiver of any right and does not imply approval of the Performance. A Performance not agreed in writing with the Client in advance will not be paid.
12. Unless the Parties agree otherwise, the Contractor is obliged to furnish security for the fulfilment of its

obligations under the Agreement, in the form of an immediately exigible bank guarantee issued by a bank or surety in the Netherlands to the value of 5% of the contract value.

13. The Client is authorised to suspend payment of goods and/or work it rejects and may also suspend payment if the Contractor fails to fulfil any obligation under the Agreement or fails to do so in full.
14. The Client is authorised to offset claims against the Contractor against amounts the Client owes to the Contractor, regardless of whether these claims are disputed by the Contractor or are already exigible.
15. The Client is part of VolkerWessels Nederland B.V. In the situations enumerated in Article 23(1)(a)-(j), the Client is authorised to offset amounts and/or claims that the Client and any other VolkerWessels Nederland B.V. companies may have against the Contractor under any title whatsoever against the amounts owed to and/or claims of the Contractor.
16. The Contractor is not permitted to offset reciprocal claims.
17. The Contractor explicitly waives any right of suspension and/or right of retention.

Article 7. Obligations of Contractor

1. The Contractor is obliged to ascertain, prior to entering into the Agreement, that it has at its disposal all information needed to properly render the Performance in a timely manner.
2. Prior to commencing the Performance, the Contractor will familiarise itself with the site on which the work is to be performed and verify the information provided for or on behalf of the Client.
3. Upon entering into and throughout the performance of the Agreement, the Contractor is obliged to alert the Client, immediately, in writing, and in unambiguous terms, to inaccuracies in the Agreement and the design, as well as to errors in and/or unsuitability of the information and/or goods provided by or on behalf of the Client. Along with a clear description of the inaccuracy or error, the alert must set out the consequences that could or will arise as a result.
4. Each Party is obliged to inform the other immediately of any circumstance that may negatively affect the performance of the Agreement.
5. The rendering of the Performance must be completely coordinated with the Client's schedule and timeline so that other work does not stagnate as a result. In the case of an acceleration or delay, the Contractor will adhere to the amended schedule without claiming any compensation for doing so.
6. As soon as the Contractor knows or expects that there will be a delay in the Performance, the Contractor will inform the Client of this in writing immediately, stating:
 - a) the cause of the delay;
 - b) the expected duration of the delay;
 - c) the measures the Client has taken to prevent further delay.
7. This notification is without prejudice to the rights of the Client. The Contractor will exclusively follow the orders and instructions given by the Client.

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8. The Contractor will refrain from providing price statements to the Principal relating to the Performance.
9. The Contractor is deemed to be aware of all statutory and other applicable regulations, directives, requirements, certificates and standards, national or otherwise (including, but not limited to NEN, ISO, SPC, OVS and ICE) that affect the performance of the Agreement and is obliged to comply with them in full and without exception.
10. The Contractor is obliged to render its Performance in accordance with the applicable environmental legislation and will immediately inform the Client of any actual or potential environmental violations and/or environmental or other incidents.
11. The Contractor will inform the Client proactively in the event that goods or components of the Performance are reaching their "End of Life". The Contractor will inform the Client of the "End of Life" of any such goods and/or components at least six (6) months in advance and extend the Client the opportunity to place a last order for said goods/components. Without prejudice to the aforementioned obligation, the Contractor is also obliged to notify the Client in writing of any "End of Life" notifications from vendors of the Contractor that would be relevant to the Client, no later than five (5) business days after the Contractor has received the notification.
12. The Contractor will provide adequate supervision and monitoring during the rendering of the Performance. In this context, the Contractor's supervisory and monitoring personnel must be proficient in the Dutch language

Article 8. Inspection, testing and approval

1. During the production, manufacture or storage, the Client or third parties designated by it are entitled to view, inspect and/or test the goods, such in consultation with the Contractor about the time at which this is to take place and any safety protocols or other measures required. The Contractor will grant all cooperation that this may require.
2. The Client's viewing, inspection, testing, approval and/or acceptance of drawings and/or documents and/or the Performance does not release the Contractor from any obligation, guarantee and/or liability it bears under the Agreement and/or the law.
3. If the Client finds that the Performance is not in conformity with the Agreement, the Client may reject the Performance in whole or in part. In that event, the Client is entitled to performance, damages and/or dissolution.
4. The Client will determine the moment of the inspection, testing and/or approval. If the Performance must comprise qualities the presence of which can only be established after setup, installation or placement of the Performance, then the final approval or final testing of the Performance of the Contractor will only happen at that moment.
5. Each Party will bear its own costs of the inspection, testing and approval. If it becomes clear that the Performance is not in conformity with the agreed requirements, all costs of the inspection, testing or approval are to be borne by the Contractor.

Article 9. Ownership

1. The ownership of goods (construction materials, consumables, etc.) transfers to the Client immediately after the delivery as provided for in the Agreement has taken place and the goods have been approved by the Client. Approval will only pertain to the exterior condition and quantity of the goods delivered. If the goods are delivered packaged, then the approval pertains to the exterior condition of the packaging. Approval by the Client explicitly does not comprise acceptance and/or full or partial handover of the goods delivered and is without prejudice to all claims of the Client, on any basis whatsoever, including, but not limited to, in regard to conformity, defects and guarantees, for example.
2. The Client is entitled to refuse acceptance of goods if they are not in conformity with what has been agreed and return them to the Contractor at the Contractor's expense, in which case the ownership and risk of the goods is deemed to have not transferred to the Client.
3. The Parties are entitled to agree that prior to delivery and approval, the ownership of the goods transfers, in whole or in part, to the Client. In that event the Contractor is obliged to mark these goods as property of the Client, to observe all due care in maintaining custody of them, and to contract adequate insurance for them. If the Contractor fails to fulfil this insurance obligation or fulfils it only in part, the Client is authorised to contract adequate insurance for the goods at the Contractor's expense and with the Client acting as insured party. The Client is at all times authorised to inspect the insurance contracted by the Contractor, and the Contractor will allow the Client to do so immediately upon written request.
4. In the event that the Client makes items such as materials, tools, drawings, specifications and software available to the Contractor for the performance of its obligations, these will remain the property of the Client. The Contractor will treat these items as property of the Client and observe all due care in maintaining custody of them. Further, the Contractor will mark the items in question in such a way that (even in the event of bankruptcy of and/or attachment at the Contractor) there can be no misunderstanding with regard to the Client's ownership of them. At the Client's first request, the Contractor will return or destroy these items (at the Client's discretion). Provision of property by the Client does not in any way imply a transfer of any ownership rights or rights of intellectual property to the Contractor. Use of the property or intellectual property rights is entirely at the Contractor's own risk.
5. Drawings, images and calculations that the Client provides remain the property of the Client and may only be used by the Contractor for the present Performance and may not be duplicated, copied, provided to third parties or otherwise utilised. After the completion of the Performance the Contractor must either return or destroy these drawings, images and calculations, as well as any photocopies thereof, immediately as requested by the Client.
6. The Contractor explicitly waives any retention of title in regard thereto.

Article 10. Intellectual property

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1. Goods and methods that the Contractor has manufactured or developed in collaboration with or at the instruction of the Client, including drawings, calculations, recommendations, design documents, etc., whether or not in digital form, belong exclusively to the Client and may not be made available to third parties other than with the written consent of the Client. The knowledge the Contractor acquires in the process will be made available exclusively to the Client, and the Contractor will not disclose it to third parties or use the knowledge itself or on behalf of third parties excepting with the consent of the Client in writing in advance.
2. Approval or acceptance by the Client of drawings, calculations, design documents or other documents drafted by the Contractor is without prejudice to the Contractor's liability for failures or defects in the documents drafted by or on behalf of the Contractor.
3. If during or in the context of the performance of the Agreement works that are subject to intellectual property rights are created, then the Client is to be considered to be the creator of these works and to be the holder or original holder of the intellectual property rights associated with these works. By signing this Agreement, the Contractor assigns any future intellectual property rights to the Client in advance. In addition, the Contractor waives any personality rights that may be associated with said intellectual property rights in advance. If necessary, the Contractor will at a minimum grant its full cooperation with the actions necessary for the transfer of the aforesaid intellectual property rights to the Client.
4. In regard to the intellectual property rights that contrary to the provisions of the preceding paragraph accrue to the Contractor, the Client acquires a free and perpetual, unrestricted, exclusive, transferable and irrevocable right of use that in any event entails that the Client is permitted to use, amend and/or release the intellectual property and the material to which it pertains (in a comprehensive form), as well as to demolish it or recreate it in whole or in part.
5. The Contractor warrants that the use of the Performance to be rendered, or any components thereof, or of the resources purchased or manufactured by the Contractor to render the Performance, does not violate any intellectual property rights (including, but not limited to, copyright, patent rights, trade name rights and trademark rights) and/or know-how of third parties. The Contractor further warrants that the aforesaid use does not constitute a failure in the performance of any agreement with third parties and/or is otherwise wrongful towards third parties. The Contractor will indemnify the Client for all claims of third parties in this regard and will compensate the Client for any damages resulting from such claims, regardless of whether or not it has been established at law that an infringement upon third-party rights has actually taken place. The Contractor will do everything in its power to ensure that the Client can have the disposal of the deliverable free and without impediment, with all costs in this regard to be borne by the Contractor.
6. The Client is free to assert a defence (at the Contractor's expense) in and out of court against any third-party claims referred to in the previous paragraph, to reach an

amicable settlement and to engage expert assistance. At the Client's first request, the Contractor will provide the Client, at its own expense, with all information and grant all cooperation reasonably necessary to conduct a defence against any claim of a third party. However, at the Client's first request, the Contractor will, at its own cost, conduct the discussion/dispute with the third party in question and/or carry out the defence (whether in or out of court).

7. If the use by the Client infringes or threatens to infringe on an intellectual property right or know-how of third parties, or any other third-party rights, the Contractor will also, at the Client's request and at the Contractor's own expense:
 - a) acquire the usage or other right to the Performance (or components thereof);
 - b) change the Performance (or components thereof) in a such a way that the infringement is eliminated;
 - c) accept the return of the Performance (or components thereof) in exchange for a refund of the price paid.

The Contractor will do so in the order as set out in this article.

If the Contractor demonstrates that option (a) is not achievable, then the Contractor is permitted to exercise option (b) or (c). This must be done in consultation with the Client, without giving rise to extra costs for the Client and without making the options of the Performance more limited than what they would have been.

Article 11. Warranty

1. Without prejudice to its liability under the Agreement and/or the law, the Contractor warrants that the Performance is sound and in conformity with both what has been agreed and all the requirements imposed on it by governmental agency, that it contains no defects and that the Performance is suitable for the purpose for which it is intended.
2. The term of the warranty applies as from the completion or the delivery of the Performance and thereafter for a period of 24 months after completion/handover to the Client or (if applicable) the Principal (being the final completion & handover of the project), unless a longer warranty period is stipulated in the Agreement, in which case the longer warranty period applies.
3. In the event that any defects arise within the agreed warranty period, at the Client's first request the Contractor will repair or replace them such that the Performance does fulfil the agreed requirements. The Contractor is obliged to bear all costs that must be incurred for the repair or remedy of the defects, including but not limited to disassembly, reassembly, transport, etc. In addition, the Contractor is obliged to compensate all damage the Client suffers as a result of the defective Performance.
4. If the Contractor does not immediately remedy any defects in the Performance at the Client's first request, the Client is authorised to repair or replace, or have repaired or replaced, the components of the Performance that exhibit defects, with the expenses to be borne by the Contractor. In urgent cases the

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Contractor is entitled to do whatever is necessary, or have third parties do whatever is necessary, at the expense and risk of the Contractor, so long as the Contractor is informed of this as quickly as possible.

5. The Contractor's obligation to remedy under the warranty is cancelled if the Contractor can demonstrate that the defects are not attributable to its own fault or if the defects cannot be attributed to the Client pursuant to the provisions of the Agreement, the law, or generally accepted standards.
6. After repair or replacement of a component, the warranty period for that component restarts.

Article 12. Confidentiality

1. Except with express written permission of the Client or pursuant to a statutory obligation, the Contractor, its personnel and the third parties engaged by it are obliged to undertake strict confidentiality regarding all information the Contractor receives under the Agreement (including the results of and/or arising from the Agreement), the existence of the Agreement, confidential information of the Client, and associates of the Client, that it may obtain in relation to the performance of the Agreement or on any other basis. The Contractor warrants that its personnel and the auxiliaries it engages will adhere to this confidentiality obligation. This confidentiality obligation remains fully in effect after the performance of the Agreement.
2. If the Contractor fails in the fulfilment of the confidentiality obligation(s) set out in Article 12.1 of these GTCP, it is forfeit to the Client an immediately exigible penalty of EUR 25,000 per violation and a further EUR 5,000 for each day that the failure continues. All this is without prejudice to the Client's right to claim full compensation from the Contractor.

Article 13. Publication

1. Without the explicit advance written permission of the Client, the Contractor, its personnel and its auxiliaries are not permitted to disclose any information whatsoever concerning the Agreement or the relationship with the Client, nor are they permitted to use the Client as a reference. This prohibition includes statements made on social media.
2. The Contractor is prohibited from using the name, trademarks and logos of the Client.
3. Without the explicit written approval of the Client, the Contractor is not permitted to place advertisements on the construction site. Upon violation of this provision, the Client may request that the advertising be removed. If the Contractor does not do so to the Client's satisfaction, the Client may have the advertising removed at the Contractor's expense.

Article 14. Safety

1. The safety rules include VolkerWessels' safety programme "Be Alert! Safety First!" (*Wees Alert! Veiligheid Eerst!*, or "WAVE") and the enforcement policy. The WAVE safety rules and the enforcement policy can be consulted via Safety – VolkerWessels.

2. At the Client's request, the Contractor will provide a current, substantiated and verified accident index (IF rate).
3. In the rendering of the Performance the Contractor must ensure that its employees and/or the auxiliaries it engages strictly and scrupulously adhere to the rules and instructions dictated by the legislation applicable at that time governing safety and working conditions, and that the equipment to be deployed and the lifting machines and tools to be used are in compliance with the applicable regulations and are all in a good state of maintenance. The Contractor will also ensure that the employees/third parties it engages all wear appropriate personal protective equipment at all times, all in accordance with the most recent legislation and regulations.
4. The Contractor warrants that both it and the employees/third parties it engages who at any time work at a work location of the Client will familiarise themselves with the safety rules applicable there and will adhere to them.
5. In the event that the safety rules are not adhered to, a sanction can be imposed, as described in the safety enforcement policy for subcontractors and sourcing companies (*Handhavingsbeleid Veiligheid versie onderaannemers en inleners*), which can be consulted on <https://www.volkerwessels.com/en/safety>. Depending on the severity of the violation and the circumstances of the case, the sanction may be a warning or result in removal from the construction site or work location, this at the Client's discretion. The consequences associated with the imposition of a sanction being imposed on the Contractor, its employees or the third parties engaged by it, and/or with removal from the work location, are to be borne by the Contractor. The imposition of a sanction cannot under any circumstances result in any claim against the Client. In the event of failure to adhere to the safety rules and/or the imposition of a sanction, the Client is also authorised to terminate the Agreement without judicial intervention, this at the Client's discretion, without prejudice to the other rights of the Client and without obliging the Client to pay compensation or any other form of damages to the Contractor.

Article 15. Safety in Tendering Procedures

1. For the purposes of ensuring safe behaviour on the construction site, the Client has signed the Safety in Construction Governance Code.

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2. The commitments in the area of safety awareness as set out in the Safety in Tendering Procedures regulations (*Veiligheid in Aanbesteding* "ViA") apply to the tendering procedures and the Agreement. This means that the Contractor must, depending on the risk level and contract value, hold a step 2 certificate (as per 1 January 2022) of the Safety Culture Ladder (SCL), a light audit or self-assessment. The regulations can be consulted (in Dutch) at <https://gc-veiligheid.nl/tools/veiligheid-in-aanbesteding-via>.
In the foreseeable future, the required level for step 2 will be increased; the regulation will be followed. The Contractor is understood to be familiar with the safety class step operative in reference to the Agreement and will be expected to conform to it.
3. Specifically for subcontractors or vendors of VolkerRail Nederland B.V., these must hold an SCL certificate of at least step 3.
4. Upon the start of the work, or no later than three months after the start of performance, the Contractor must demonstrate that it meets all requirements by means of submitting to the Client the documentation, specifically: the ASA, SCL Light statement or SCL certificate.
5. If the Principal requires a higher standard, the Contractor must meet this higher standard.

Article 16. Machines Directive

1. In the event that the delivery of a machine or components thereof is part of the Performance, in the context of the European Machines Directive the Contractor, as the manufacturer of the machine (whether completed or not) is responsible for the safety of the machine (system). The Contractor must mark the machine with a CE mark and deliver it with a II-A or II-B declaration, in accordance with the Machines Directive.
2. The Contractor must meet the obligations that the Machines Directive imposes upon the manufacturer and must, prior to the machine being taken into use, provide the operating and maintenance instructions and the relevant technical documentation (including information on the construction and safety measures) to the Client. The Client accepts no liability based on the incorrect application of the Machines Directive.

Article 17. Commercial principles

1. VolkerWessels connects its commercial principles with its core values such as social responsibility, integrity, transparency and sustainability. With respect to integrity, the Client adheres to the "VolkerWessels Code of Conduct", compliance with which code is stipulated as mandatory for all employees of the Client and its subsidiaries active in the Netherlands. The Client adheres to the "Guiding Principles for Commissioning Construction Companies", a series of rules of conduct defined to promote professional, principled, socially responsible and transparent conduct in the construction industry. Both of these documents can be found on the website at <https://www.volkerwessels.com/en/about-us/integrity>.
2. The Contractor warrants that these principles and the Client's code of conduct apply to, and will be applied by, all the Contractor's personnel and are or will be declared applicable to the workers, consultants, subcontractors and vendors engaged by the Contractor.

Article 18. Social Responsibility

1. The Contractor warrants that the Performance is not the product of child labour as defined in ILO (International Labour Organization) C138 on the Minimum Age, and C182, the Worst Forms of Child Labour Convention and the immediate action for the banning of the worst forms of child labour.

Article 19. CSRD (sustainability)

1. At the Client's first request, the Contractor will, at no cost, provide the relevant CO2 emissions data concerning the Performance it is delivering to the Client, whether directly or via other chain partners. The emissions data for the Performance should ideally be substantiated with studies drafted in accordance with the standard methods, including but not limited to ISO 14067 (Carbon footprint of products), or in accordance with the GHG Protocol Product Life Cycle Accounting and Reporting Standard or MKI and MPG methodologies.
2. At the Client's first request, the Contractor will provide, at no cost, all information requested and required by the Client for the purposes of the sustainability report required by law (in part, under EU CSRD and EU Taxonomy).

Article 20. Social Return

1. For the purposes of social return, the Contractor will maintain separate administrative records of the personnel engaged on the Contractor's behalf who qualify as persons with a labour market disadvantage. If the Agreement specifically provides for the engagement of social return, the Contractor is obliged to apply the percentage required for the purposes of social return. If there is no specific obligation in this area in the Agreement, then the Parties agree that for the purposes of its own social return obligation in the present work, the Contractor may use the proportion of the social return in the Contractor's turnover in connection with the performance of the Agreement.

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Article 21. Privacy and information security

1. The words appearing in this article with an initial capital and not defined elsewhere in these GTCP have the definition set out for them in Article 4 of the GDPR of 27 April 2016.
2. Insofar as the Parties have not entered into a separate data processing agreement for the purposes of this Agreement, the following paragraphs of this article apply.
3. The Parties have established that both Parties qualify as independent Controllers. In the context of the exchange of Personal Data, both Parties have the following obligations, without prejudice to the Parties' statutory obligations under the GDPR. The Parties will ensure that their own employees and workers they hire in, as well as all third parties they engage, will observe the following obligations.
4. The Parties will Process the Personal Data in a careful, proper and transparent manner, exclusively for the purpose for which said data have been supplied.
5. The Parties will treat as confidential all data and information, including Personal Data, they provide to each other and which they receive in the performance of the Agreement.
6. Each Party will implement appropriate technical and organisational measures that guarantee a suitable level of protection to protect Personal Data against loss or any form of unlawful Processing.
7. The Parties grant each other all cooperation that is required to meet statutory obligations, including informing the data subjects and reporting a Data Breach or potential Data Breach in connection with the Personal Data as soon as possible.
8. After the work, at the request of the other Party a Party will delete the Personal Data provided, unless there is a legal basis to retain the Personal Data in question.
9. Without prejudice to the Party's own responsibilities and obligations, each Party will inform the other Party immediately, and no later than within 24 hours after discovery, of any Data Breach that pertains or could pertain, in whole or in part, to the exchange of Personal Data in the context of the Agreement. The Client must be notified at the e-mail address: meldpunt@volkerwessels.com.
10. The Parties will keep each other informed of developments concerning the Data Breach and give each other all information that could be reasonably required, including the steps taken to limit and end the Data Breach and to prevent similar such incidents in the future.
11. The Parties will each notify the Supervisory Authority of the part of a Data Breach for which they are responsible. The same holds true for the notification to the Data Subjects.
12. The Contractor will implement adequate security measures and will observe safety and security procedures in order to prevent unauthorised access (including but not limited to hacks, Data Breaches or other incidents) to data, Personal Data and other digital and physical information of the Client.

Article 22. Workers' compliance with laws and regulations

1. The Contractor is deemed to be familiar with the laws and regulations applicable to the Agreement, including the safety regulations and requirements under the Dutch

Working Conditions Act (*Arbeidsomstandighedenwet*), Working Hours Act (*Arbeidstijdenwet* "ATW"), Recipient's Liability Act (*Wet Inlenersaansprakelijkheid*), the Collection of State Taxes) Act 1990 (*Invorderingswet 1990*), Foreign Nationals (Employment) Act (*Wet Arbeid Vreemdelingen* "WAV"), Placement of Personnel by Intermediaries Act (*Wet allocatie arbeidskrachten Intermediairs* "WAADI"), Labour Market Fraud (Bogus Schemes) Act (*Wet Aanpak Schijnconstructies* "WAS"), Employment Conditions of Seconded Employees in the European Union Act (*Wet Arbeidsvoorwaarden gedetacheerde werknemers in de Europese Unie* "WagwEU"), Minimum Wage and Minimum Holiday Allowance Act (*Wet Minimumloon en Minimumvakantiebijslag* "WML"), Compulsory Identification Act (*Wet op de Identificatieplicht* "WID"), and the provisions of the applicable collective bargaining agreement. The Contractor undertakes to duly observe and comply with all applicable statutory and other requirements while performing its engagement and deploying personnel, and to adhere to the instructions the Client issues in relation to safety requirements.

2. The Contractor undertakes the obligation towards the Client to strictly satisfy its legal obligations to pay premiums and social security contributions, as well as wage and salary tax, relating to the work with which the Contractor has been charged, and to strictly comply with the applicable collective bargaining agreement.
3. The Contractor's employees and the third parties the Contractor deploys must at all times be able to produce a valid identity document at the Client's work locations. In the event that any employees are foreign nationals within the definition of the WAV, the Contractor will provide all information and documentation required under the WAV to the Client.
4. At first request, the Contractor will lend its cooperation to checks, audits or wage verifications being conducted in the context of the WAS, including by allowing its records to be inspected. If a check, audit or wage verification shows that the Contractor or any third party engaged by it is not paying its employees the wages they are owed, this will constitute an attributable failure in the performance of the Contractor's obligations pursuant to this Agreement and the Contractor will immediately be in default without any notice of default being required. If and to the extent that the Agreement does not include any separate obligations in the context of the WAS, the obligations included in this article will apply between the Parties.
5. The Contractor is obliged to impose the obligations pursuant to this article, unabridged, on all third parties it engages in the performance of the Agreement. In turn, the Contractor will ensure that, to the extent applicable, these third parties also impose these obligations contractually on other parties involved.
6. The Contractor indemnifies the Client for the consequences of non-compliance with legislation and regulations in the performance of the Assignment, including but not limited to any penalties that are imposed on the Principal and/or the Client due to violation of legislation and regulations as well as claims of third parties in relation thereto. The Contractor is

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- obliged to comply with tax and social insurance legislation.
7. Upon the request of the Client, the Contractor must demonstrate the payment of turnover tax, wage tax, social insurance contributions and employee insurance contributions.
 8. If the Contractor collaborates with an independent contractor without employees in the performance of the Agreement, the Contractor and this independent contractor must enter into a model contract approved by the Tax and Customs Administration. The Client is authorised to obtain additional information from this independent contractor.
 9. The Contractor indemnifies the Client against all liability in regard to obligations of the Contractor resulting from tax and social insurance legislation.
 10. The Client is entitled, without having any obligation to pay compensation to the Contractor, to terminate the Agreement with immediate effect and without judicial intervention if the Contractor and/or any third parties engaged by it are in arrears with regard to the payment of turnover tax, wage tax, social insurance contributions and/or employee insurance contributions, without prejudice to all other rights and claims of the Client, including specifically the right to compensation.
 11. Without prejudice to the provisions of this article, the Client is at all times authorised to withhold amounts owed in turnover tax, wage tax, social insurance contributions and/or employee insurance contributions and any interest and penalties that may be incurred thereon, from payments to the Contractor and to make these payments directly on behalf of the Contractor to the Tax and Customs Administration and/or social insurance institutions. In that event the Client has met its payment obligation to the Contractor insofar as pertaining to these amounts by virtue of payment to the institution in question.
- e) the Contractor being placed under guardianship or administration;
 - f) seizure of a considerable portion of the Contractor's assets or operating equipment, or of goods intended for the performance of the Agreement that would impede the Contractor's ability to render the agreed Performance;
 - g) a violation of the VolkerWessels Code of Conduct by the Contractor and/or its personnel;
 - h) the Principal terminating the assignment placed with the Client;
 - i) withdrawal of the permits of the Contractor that are required for the performance of the Agreement;
 - j) negative publicity regarding the Contractor, its personnel or the business conducted by the Contractor and the goods and services supplied, which in the Client's opinion may harm the Client's reputation.
3. If after proper notice of default (where required by law), the Contractor does not fulfil its obligation, the Client is authorised to dissolve this Agreement, in whole or in part and without judicial intervention, without prejudice to any rights to compensation of damages.
 4. In the event of dissolution, there will be a settlement on the basis of what has already been done and accepted in performance of the Agreement, which may include offsetting of what the Client is owed as compensation of damages on the basis of attributable failure in fulfilment.
 5. In the situation referred to in paragraph 2(h), the Client will only owe costs and/or damages to the Contractor if and insofar as the Client can make a claim against the Principal for costs and/or damages for the component of the work assigned to the Contractor, and the Principal does actually make payment to the Client. The costs and/or damages that the Client will pay to the Contractor in this regard will under no circumstances exceed the amount the Client has received from the Principal.
 6. In all other situations referred to in paragraph 2 (excepting the situation referred to at (h)), the Client will be entitled to use or arrange the use of the materials and building materials, as well as any auxiliary equipment, such as scaffolding and lifting or transport vehicles, etc. which the Contractor has brought to and/or used at the site in order to complete the engagement.
 7. All claims that the Client may have against the Contractor in the event of cancellation or dissolution in accordance with this article are exigible immediately and in full.
 8. The provisions of these GTCP that are of a continuing nature (such as Articles 9, 10, 11, 24, 27 and 28) survive the termination of the Agreement.

Article 23. Full or partial dissolution or termination

1. The Client is at all times authorised to prematurely terminate the Agreement, in whole or in part, with immediate effect and without owing compensation of costs and/or damages.
2. The Client is authorised to, at its discretion, either suspend the Agreement in whole or in part, without notice and with immediate effect, or to dissolve the agreement in whole or in part, by written notice, in the event of:
 - a) suspension of payments or declaration of bankruptcy on the part of the Contractor or a petition to that end;
 - b) negotiations with one or more of its creditors about the restructuring of its debts;
 - c) proceedings for a court composition as referred to in the Court Approval of a Private Composition (Prevention of Insolvency) Act (*Wet Homologatie Onderhands Akkoord*) being initiated;
 - d) a far-reaching (in the opinion of the Client) change in the control over the activities of the Contractor's business, termination of the Contractor's business, or the death of the Contractor;

Article 24. Liability and insurance

1. In the event of a failure in the performance of an obligation of the Contractor under the Agreement and/or the law, the Contractor is liable for the damages resulting therefrom unless the failure cannot be attributed to the Contractor.
2. The Contractor indemnifies the Client for all costs, damage and claims of third parties (including the Client's Principal, future owners, users, governmental agencies

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and personnel of the Contractor) in relation to or in connection with the Performance.

3. The Contractor indemnifies the Client for penalties and/or punitive measures imposed on the Client and/or the Principal and/or third parties in connection with the Contractor's failure to comply with legislation/regulations.
4. If at any time a circumstance arises that results or may result in liability to pay damages of one of the Parties, the other Party undertakes to take all reasonable measures required to limit any damage or potential damage as much as possible. In that event, the Parties will enter into consultations with each other.
5. The Contractor is obliged to insure itself adequately against the risks ensuing from its statutory and contractual liability. The Contractor is also obliged to obtain adequate insurance for all goods which it possesses or uses in the context of the Agreement as long as the Contractor bears the risks associated with those goods. In particular, the Contractor is required by the Civil Liability Insurance (Motor Vehicles) Act (*Wet aansprakelijkheidsverzekering motorvoertuigen*) to insure its vehicles and keep them insured. The Contractor is obliged to provide for insurance at least in accordance with the requirements stipulated by law and with a minimum cover of EUR 2,500,000 per event, and to pay the premium(s) for such insurance in a timely manner at all times. At the Client's first request, the Contractor will provide a copy of the policy for the aforesaid insurance policies and evidence that the premiums owed have been paid.
6. The Contractor will bear the risk and expense of any loss of or damage to devices and tools that the Contractor uses in rendering the Performance.
7. In the event that third-party attachment is laid against the Contractor on goods or assets in possession of the Client, the Contractor must compensate the Client for all costs that the Client must incur as a result, including but not limited to the administrative processing, in an amount of EUR 500 per event. This compensation will be deducted from amounts owed to the Contractor by the Client. This compensation is without prejudice to any other rights of the Client in relation thereto.

Article 25. Outsourcing

1. Without the explicit written approval of the Client in advance, the Contractor is prohibited from tasking a third party with the Performance, whether in whole or in part. Approval of the Client is without prejudice to the Contractor's obligations under the Agreement.
2. If the Client grants its approval to the Contractor's tasking a third party with any or all of the Performance, the Contractor must enter into a written contract with this third party in which the GTCP and the terms and conditions of the Agreement are imposed, in full and verbatim, on the Contractor's subcontractor.

Article 26. Prohibition of assignment and pledge

1. The Contractor is prohibited from assigning the monetary claims that the Client is to deposit to the Contractor's restricted account to a third party, from pledging such claims, and from transferring the

ownership of such claims to a third party under any title whatsoever. In regard to the monetary claims set out in the preceding sentence, transferability is excluded as defined in Article 3:83(2) DCC and this exclusion has property-law effect.

Article 27. Applicable law

1. The Agreement and all legal relationships between the Client and the Contractor arising therefrom are governed exclusively by the law of the Netherlands.
2. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.

Article 28. Disputes

1. Disputes between the Parties will be resolved by consultation as much as possible.
2. Disputes that cannot be resolved in proper consultation between the Parties will be decided by arbitration pursuant to the rules as set out in the articles of the Arbitration Board for the Building Industry (*Raad van Arbitrage in Bouwgeschillen*) as they read three months prior to the date of entering into the Agreement.
3. In the event that a dispute is brought before the Court of Arbitration of Disputes in the Building Industry, the Contractor is obliged to, pending the decision on the dispute, continue to perform the work, unless the Court of Arbitration of Disputes in the Building Industry determines otherwise in an urgent dispute ruling. In that event the Client will proceed to make payment insofar as this is permissible in consideration of the state of the work and the Parties' respective claims. Such payment does not entail acknowledgement by the Client of the claims the Contractor has brought against the Client.

II Delivery of goods

Article 29. Delivery, packaging and shipment

1. Unless agreed otherwise in the Agreement, delivery is effected in accordance with DDP (Delivery Duty Paid conform Incoterms 2022) at the agreed place of delivery. The Performance will be transported by or on the instruction of the Contractor, and at the Contractor's risk and expense.
2. The Performance must be rendered in accordance with the time or time schedule set out in the Agreement and within the Client's normal business hours. All dates and/or delivery moments set out in the Agreement are to be considered final deadlines.
3. With due observance of a reasonable period prior to the agreed moment of delivery, the Client is entitled to postpone the moment of delivery of the Performance (or a portion thereof) one time for a maximum period of three months, without entitling the Contractor to compensation of costs.
4. If the Contractor is, for whatever reason, unable to take delivery of the Performance at the agreed moment(s) as provided in the schedule adopted by the Client, then the Contractor will retain custody of the Performance, secure it and take all reasonable steps to prevent damage/deterioration in quality up to the moment that the delivery takes place. The demonstrable necessary

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- additional costs incurred by the Contractor as a result will be reimbursed by the Client.
5. Upon delivery, the Contractor will ensure suitable packaging, this in accordance with the instruction(s) and specification(s) of the Client insofar as applicable. The delivery will not be packaged in packaging that at the time of delivery is or is suspected of being environmentally harmful according to the legal provisions and the state of the art at the time of delivery, or which may otherwise pose a threat to safety, well-being or health.
 6. The packaging materials will not be charged to the Client. If a fee with respect to the packaging material is agreed, the Contractor will retrieve the packaging paid for by the Client at the Client's first request and will refund the Client the fee that was charged and has been paid for the packaging materials.
 7. The Contractor will include with the Performance a packing list stating at least, but not exclusively, the quantity and nature of the Performance, the number of the corresponding Agreement, the Contractor's contact person and the delivery address. Without this packing list, the Client is entitled to refuse receipt of the Goods without being obliged to pay any price or compensation.
 8. The Performance must be delivered including the required testing, trials, sampling, reporting and all documents intended for the optimal use of the Performance, as well as with any guarantee certificates, quality approvals and/or certificates. This means, among other things, that all components, auxiliary materials, accessories, tools, spare parts, operating instructions and user guides necessary for the use intended by the Client, or that can reasonably be assumed by the Contractor to be necessary for that use in accordance with the purpose indicated in the Agreement, will also be supplied even if not mentioned specifically in the Agreement.

III Contracting/subcontracting of work

Article 30. Performance

1. In the event that the Performance consists of contracting of work, the Contractor will render the Performance in accordance with the obligations under the Agreement and within the agreed period of time. The Contractor may not apply any claims against the Client in this regard other than those it may have under the Agreement and the present GTCP.
2. The Contractor must provide the documents and information it is required to under the Agreement, in a correct and timely manner, which includes the documents that must be submitted for acceptance, testing or approval, as well as those that are an element of the completion & handover file.

Article 31. Auxiliary materials

1. The Contractor must see to the availability of the necessary of materials, auxiliary materials, tools, machinery, work clothes and safety equipment.

2. The equipment, tools and instruments to be used by the Contractor must bear a valid mark of approval by a competent institution.
3. The materials and equipment provided by the Client to the Contractor remain fully the property of the Client. The Contractor must identify the Client's property such that even in the event of bankruptcy of the Contractor there can be no misunderstanding in respect of the Client's property in regard to the owner's identity.
4. If the Contractor does not submit a complaint concerning the materials and equipment provided by the Client within two business days after receipt, these materials and equipment are deemed to have been provided to the Contractor without defect.
5. The Contractor must properly use and maintain the equipment provided to it, failing which the Contractor will be liable for damages and costs.

Article 32. Contract variations

1. Contract variations will only be subject to price adjustments if prior to the work in question the Client has issued an explicit written instruction or approval and insofar as the Client is able to settle the additional or reduced cost with the Principal.

Article 33. Completion & handover

1. Completion & handover of the Contractor's work will only take place after the Contractor has notified the Client in writing that the work is ready for acceptance and an assessment of the work by the Client has taken place following which the Client has approved the work and the completion & handover file as referred to in paragraph 2.
2. At the same time as the notice that the work is ready for completion & handover, the Contractor must submit to the Client a completion & handover file pertaining to the work done by the Contractor. The file must contain all information and documents that present a complete picture of the fulfilment of the Agreement by the Contractor and the work performed by the Contractor. The completion & handover file must in any event contain the following documents: as-built drawings, guarantee statements, quality statements, operation manuals, maintenance instructions and all other documents as specified in the Agreement.
3. After the work has been approved and handover has taken place, a maintenance period of 12 months from the date of completion & handover applies unless a different term is stated in the Agreement. The Contractor will remedy all defects that may arise during the maintenance period at no cost, unless the Contractor can demonstrate that the defect in question falls within the scope of the Client's responsibility.
4. Without prejudice to the agreed guarantees, after handover the Contractor is liable for defects that were not discovered upon handover of the work, unless such defects cannot be attributed to the Contractor.

Article 34. Vicarious liability

1. Insofar as Article 35 of the Collection of State Taxes Act 1990 (*Invoeringswet 1990*) applies to the Agreement, the following special obligations apply to the Contractor:

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- a) the Contractor must possess, and present to the Client upon request, a Chamber of Commerce extract showing the Contractor's registration with the Chamber of Commerce;
 - b) the Contractor must have a restricted account and a restricted account agreement in place with the Tax and Customs Administration, and present this agreement to the Client after signing the Agreement but before performance of the Agreement commences;
 - c) the Contractor must provide to the Client a weekly man-days log registering all workers put to work by or on behalf of the Contractor at the project location, including workers sourced from outside agencies and employees posted by the Contractor with third parties under any work outsourced;
 - d) the Contractor must strictly fulfil all statutory obligations for payment of wage tax and all obligations associated with workers engaged by or on behalf of the Contractor;
 - e) the Contractor must present a Vicarious Tax Liability Payment History Report in the name of the Contractor, immediately after signing the Agreement but no later than at the time performance of the Agreement begins, and thereafter once every three months. The copies provided must be no older than one month.
2. The social insurance contributions and wage tax owed by the Contractor in relation to the Performance, for which the Client is jointly and severally liable pursuant to the Collection of State Taxes Act 1990, may always be paid by the Client by depositing them into the Contractor's restricted account. In the event that the Client opts to exercise this option, the Contractor is at all times obliged to strictly adhere to the operative legislation in the context of vicarious liability. The payment transfer to the Contractor's restricted account will be in the amount of 40% of the wage cost element of the Performance that the Contractor is to render. The Client and the Contractor will establish the amount of this wage cost element in advance in joint consultation. If no wage cost element is established, the payment transfer to the restricted account will be 20% of the invoice amount (including VAT). The Client is at all times authorised to change the amount to be withheld or paid to the restricted account if, on the basis of the information known to it, the Client may reasonably conclude that the Contractor will actually owe a higher amount in wage tax in connection with the performance of the Agreement than the amount determined or agreed. In the event of a change of the percentages, the Client will inform the Contractor in writing.
3. The Contractor indemnifies the Client against all damage and costs if the Client is held liable for non-compliance with the obligations with regard to the payment of social contributions and taxes of the Contractor or third parties engaged by it.
4. In the event of a situation as referred to in Article 34(1)(b)-(e), without prejudice to its further rights under any arrangement whatsoever, the Client is entitled to suspend its payment obligations in regard to that portion of the contributions and wage tax owed until the Client has received an indemnity statement from the Tax and Customs Administration showing that the Client will not be held liable under the Liability of Recipients, Subcontractors and Clients 2004 Implementing Regulations (*Uitvoeringsregeling inleners-, keten- en opdrachtgeversaansprakelijkheid 2004*) or the provisions of vicarious liability and recipients' liability due to the Contractor's wrongful failure to pay wage taxes or failure to pay them properly. The responsibility for obtaining the statement(s) referred to above is borne by the Contractor or its legal representative.
5. If work is outsourced, the Contractor is obliged to include the provisions of this article in their entirety in the agreements with its subcontractors, and those subcontractors are also obliged to include these provisions in full in any further outsourcing of work (perpetual clause).