

## General Purchasing Terms BTE Nederland B.V. (01-03-2023)

### 1 Definitions

The following definitions apply in these purchasing terms:

*"Principal"*

BTE Nederland B.V. and/or group companies affiliated with it listed in the Contract

*"Contractor"*

the natural person or corporate entity with whom the Principal concludes a Contract with regard to a Delivery

*"Contract"*

the contract (with all associated appendices and these general purchasing terms) between the Principal and Contractor with regard to a Delivery by the Contractor to the Principal

*"Delivery"*

the delivery (including rental and other forms of provision) of goods, the installation and assembly thereof and the provision of all associated documents, and the provision of services and other (legal) acts relating to this to be provided by the Contractor to the Principal under the Contract (including software).

### 2 Applicability

- a. These General Purchasing Terms apply to and form an inseparable part of the Principal's request to enter into a Contract, to the tenders and/or quotes provided by the Contractor, to assignments from the Principal, to order confirmations from the Contractor and to all Contracts concluded and to be concluded with the Contractor by the Principal. They also apply to subsequent and future Contracts, even if no reference is thereby made to these General Purchasing Terms.
- b. These General Purchasing Terms set aside any general or specific terms or provisions adopted by the Contractor, unless expressly agreed otherwise in writing in advance.
- c. Changes and additions to any provision in a Contract and/or these General Purchasing Terms only apply insofar as they have been recorded in writing by the Principal; they will then only relate to the relevant Contract.
- d. If the Contract is concluded between the Principal and two or more Contractors jointly, or any obligation under the Contract applies to two or more persons/corporate entities, these Contractors and persons/corporate entities are always jointly and severally bound with respect to the Principal.
- e. If any provision of these General Purchasing Conditions is null and void or is annulled, the other provisions shall remain in force and the Parties shall consult in order to agree on a new provision (or provisions) to replace the null and void or annulled provision(s), taking into account as much as possible the purpose and meaning of the null and void or annulled provision(s).

### 3 Nature and place of Delivery

- a. If the Delivery consists of goods, these will be unloaded carriage paid at the Principal's factory site or the destination specified by the Principal, alongside the means of transport used for delivery, unless agreed otherwise in writing. The loading, transporting and unloading of the goods will therefore be at the Contractor's expense and risk. Loss arising during loading, transportation and/or unloading will be borne by the Contractor, unless it can demonstrate that the loss was caused purely by the Principal's negligence.
- b. The Principal's order number and contact person must be clearly recorded for every Delivery and the documents relating to a Delivery. If the Delivery consists of goods, these goods must include features such that it is easy to identify that these goods originate from the Contractor.
- c. Part Deliveries are only permitted with the Principal's prior written permission.
- d. A Delivery must comply with and be in accordance with the Contract, any samples provided, and all requirements stipulated by the Principal with regard to the Delivery as contained in the Contract, in a

schedule of requirements, in specifications, in drawings and in other documents and instructions.

The stipulation of such requirements by the Principal does not detract from the Contractor's own responsibility with regard to the performance of the Delivery, which also means that the Contractor is obliged to assess these requirements on the basis of its own expertise and, where applicable, to draw the Principal's attention to errors or deficiencies noted by the Contractor in good time.

- e. The Delivery must also comply with all requirements stipulated by the law and other regulations.
- f. Certificates, guarantee documents, instruction manuals and other documents which belong with the Delivery must be provided to the Principal simultaneous with, or at least within 14 days of, the delivery of the goods, in the absence of which the Principal is entitled to suspend its payment obligations.
- g. The Contractor must recover the (shipping-) packaging materials for the Delivery at the Contractor's own expense. If the Contractor fails to do so, the Principal is entitled to return the (shipping) packaging materials to the Contractor at the Contractor's expense or to have them removed by other means at the Contractor's expense without being required to make any payment to the Contractor.

### 4 Time of Delivery

- a. A Delivery must take place at the date and time specified in the Contract, or in accordance with the schedule stipulated by the Principal. However, the Principal is entitled to unilaterally amend the agreed date or time or delivery schedule or order of deliveries and thereby harmonise with the progress of the work, without this giving the Contractor the right to alter prices or to any other form of remuneration.
- b. A delivery period commences on the date on which the Principal signs the Contract, unless agreed otherwise. All agreed delivery periods are of the essence.
- c. As soon as the Contractor knows or anticipates that the Delivery will not take place on time, it will immediately inform the Principal of this in writing, stating the circumstances which are causing this delay and specifying the length of the delay. If any delivery period is exceeded, the Principal is entitled to impose an immediately payable fine on the Contractor of 1% of the price of the Delivery per week or part of a week, with a maximum of 25%, without prior notice of default. The imposition or collection of this fine does not affect any of the Principal's rights, including the right to compliance, dissolution and compensation.
- d. If the Principal finds that the Delivery does not comply with the requirements stipulated by the Principal, the Delivery will be deemed not to have taken place and the Contractor is obliged to take back the Delivery at the Principal's first notification and, if the Principal demands it, to replace it by return.
- e. If for any reason the Principal is unable to receive the Delivery at the agreed time, the Contractor will adequately store or commission the storage of the goods at its expense and take steps to prevent loss of quality and/or other damage.
- f. If the Contractor fails to comply with its delivery obligations or fails to comply with them in time, it will reimburse the Principal for all loss which the Principal suffers, without prejudice to all the other rights which accrue to the Principal under the law and the Contract as a result of the Contractor's shortcomings.

### 5 Transfer of title

- a. The Principal will acquire title to the goods after these have been delivered or paid for, whichever event is the earlier. The Contractor will bear the risk of damage to or loss of goods up until the moment of delivery and acceptance by the Principal.
- b. Contrary to the above, the Principal will acquire title

to the goods in a case as described in paragraph e of the preceding article at the moment when they are stored on its behalf.

- c. In the event of payment in advance for goods which have not yet been completed, the Principal will acquire title to all materials, raw materials and semi-finished products from the time of payment in advance, without the need for any further act of delivery. Models, dies, masters, moulds, drawings etc. which the Contractor purchases or manufactures for the purpose of the Delivery will be deemed to have been provided to the Contractor by the Principal at the moment when they are delivered to or manufactured by the Contractor. The provisions of article 10 of these purchasing terms will then apply.

### 6 Services

- a. Services must be performed in the manner and at the date and time as specified in the Contract.
- b. The simple breach of an agreed deadline for the provision of services will place the Contractor in default.
- c. The provision of services is completed at the moment when the Principal has confirmed in writing that the provided services have been performed or has approved the provided services. The Contractor cannot derive any rights from this confirmation or approval and the confirmation or approval will consequently not impede (for example) the exercise by the Principal of its rights arising from (amongst other things) a shortcoming on the Contractor's part.
- d. The Contractor is not entitled to suspend the performance of services if the Principal fails to comply with (one of) its obligations.

### 7 Price and quantity

- a. The prices quoted by the Contractor and accepted by the Principal cover all the costs of the Delivery including (but not limited to) the costs of packaging, transportation, unloading, insurance, import and export duties and other levies and taxes, but excluding VAT.
- b. Unless agreed otherwise in writing prices are not subject to review.
- c. Unless it is expressly agreed in the Contract that it involves offsettable quantities, the quantities specified in the Contract are specified as accurately as possible, and the Contractor must deliver a greater or lesser quantity as the work requires, without being entitled to demand an adjustment in the unit price.

### 8 Additional work etc.

Costs relating to additional work and relating to (other) deviations from the agreed Delivery will only be payable by the Principal if these have been notified to the Principal by the Contractor in writing in advance, and they have been accepted in writing by the Principal.

### 9 Invoicing, payment and suspension of payment

- a. The invoices to be sent by the Contractor must meet all requirements stipulated for them under the law and regulations, in the absence of which the Principal is entitled to suspend payment.
- b. Unless a different payment period has been agreed, payment by the Principal will be made within 60 days of receipt of the invoice in duplicate, provided that the Delivery and the invoice are correct and have been approved by the Principal. Payment will be made in the currency specified in the Contract.
- c. The Principal has the right to offset any sum which it and/or group companies affiliated with it owe(s) to the Contractor and/or group companies affiliated with it on any grounds against any sum which the Contractor owes to the Principal on any grounds. The Contractor waives any right of offsetting or suspension of payment and any right of retention with respect to the Principal.
- d. The Contractor is required to pay the Principal interest of 1% per month on sums which the Contractor owes the Principal, to be calculated from

the day that the Principal has asked the Contractor for payment, without the need for any notice of default from the Principal.

- e. Payment by the Principal in no way implies any waiver of rights, in particularly not of rights arising from an attributable shortcoming on the part of the Contractor.
- f. The Principal has the right to suspend its payment obligations if the Contractor fails or is at risk of failing to comply with its obligations, regardless of whether this failing is attributable to the Contractor.
- g. If the Principal reasonably believed that it could suspend its obligations on the basis of the circumstances known to it at that time, it will in no way be liable to compensate the Contractor if it is found with hindsight that it was not entitled to invoke a right of suspension.

#### 10 Order, safety and environment

The Contractor, its employees and other persons utilised by the Contractor in connection with the Delivery are obliged to respect and comply with all rules under the law or other regulations relating to safety, health, environment etc. They must also respect and comply with the (company) rules and regulations relating to safety, health and environment etc. stipulated by the Principal and the party on whose site or in whose business the Deliveries take place.

#### 11 Intellectual and industrial property rights

- a. The Contractor grants the Principal a non-exclusive, irrevocable, worldwide and transferable usage right with regard to all possible intellectual and industrial property rights relating to the Delivery. The Principal also has unlimited authority to grant this usage right to (potential) customers or to other third parties with whom the Principal has a relationship.
- b. The Contractor guarantees that the use - including the resale - of the Delivery or of the goods or aids purchased or manufactured by it for the Principal's benefit will not breach third parties' intellectual and industrial property rights or other rights.
- c. The Contractor indemnifies the Principal against claims of any nature by third parties relating to breaches of third parties' intellectual and industrial property rights or other rights by the Delivery which are attributable to the Contractor. The Contractor will reimburse the Principal for all loss, costs and interest resulting from any breach of the rights described in this article.
- d. The Contractor may only use information and data of any kind provided by the Principal for the execution of the Contract. This information and data will remain the exclusive property of the Principal.
- e. The intellectual and industrial property rights developed by the Contractor in connection with the execution of the Delivery will accrue exclusively to the Principal. The Contractor will provide the documents and data carriers relating to this to the Principal. The Principal is entirely free to use this documentation and these data carriers as it wishes. By concluding the Contract the Contractor assigns the aforementioned rights, insofar as is necessary, to the Principal free of charge.

#### 12 Aids

- a. Unless agreed otherwise in writing, the Contractor must provide all the aids required for the Delivery. These must be of sound quality and must comply with all applicable requirements of the law and regulations.
- b. Goods or aids provided to the Contractor by the Principal or purchased or manufactured by the Contractor for the purpose of the Delivery such as drawings, models, calculations and software etc. will remain or become the property of the Principal; with regard to the manufactured goods or aids this will occur at the moment of purchase or manufacture by the Contractor.
- c. The Contractor is obliged to mark the goods and aids described in paragraph a of this article as being the identifiable property of the Principal and to keep them in good condition and separate from the goods and aids which belong to the Contractor or third parties [and to insure them against all risks at the Contractor's expense as long as they are held by the Contractor].
- d. The Contractor will submit the goods and aids

purchased and/or manufactured by it as described in paragraph a to the Principal for assessment as described in article 15 at the Principal's first request.

- e. The Contractor will not use or allow the use of the goods and aids as described in paragraph a for any purpose other than the Delivery, unless the Principal has given its prior written permission for this.
- f. The Contractor will use the aforementioned goods and aids entirely at its own risk. The Principal is not liable for any harmful consequences of the aforementioned use. The Contractor will return the goods and aids in question to the Principal at its own expense and in good condition following completion of the Delivery.

#### 13 Execution by third parties

- a. The Contractor is only entitled to have (parts of) the delivery executed by third parties with the Principal's written permission. The Contractor remains responsible and liable for the execution of the Delivery by third parties at all times. If the Contractor has (parts of) the Delivery executed by third parties, the Contractor is obliged to impose the same obligations on that third party as those which apply to the Contractor under the Contract and therefore also under these General Purchasing Terms with regard to the Delivery.
- b. The Contractor indemnifies the Principal against all claims of any kind which third parties utilised by the Contractor may bring against the Principal with regard to any loss (to be) suffered during the execution of the work assigned to them by the Contractor.

#### 14 Personnel, equipment and materials

- a. Employees and other persons used by the Contractor in the execution of the work will fulfil the (special) requirements stipulated by the Principal, and in the absence of such requirements will fulfil the general requirements of competence and expertise.
- b. If, in the Principal's opinion, those persons do not fulfil those requirements, the Principal is entitled to demand the removal of those persons, and the Contractor is obliged to replace those persons immediately with persons who do comply with those requirements.
- c. The Contractor will be responsible for all materials and equipment to be used in the execution of the work, including tools.
- d. The Principal has the right to inspect and assess the materials and equipment referred to in paragraph c of this article as described in article 15. In the event of full or partial rejection the Contractor is obliged to replace the rejected materials and equipment immediately.
- e. All materials and equipment must comply with the quality requirements and regulations which customarily apply to such materials and equipment, this to be determined by the Principal.

#### 15 Assessment

- a. The Principal is entitled to assess the Delivery - including the materials and equipment referred to in the previous article - at all times, at any stage of the execution of the Delivery whatsoever.
- b. The Contractor will grant the Principal or a person to be designated by the Principal access to the place where the Delivery is being carried out or prepared at the Principal's first request. The Contractor will cooperate with the assessment free of charge.
- c. If an assessment cannot take place at an agreed time or must be repeated for reasons which are attributable to the Contractor, the costs resulting from this for the Principal will be borne by the Contractor.
- d. An assessment does not detract from the Contractor's obligations and the Principal's rights, including those set out in articles 16, 17 and 18.
- e. Approval does not relieve the Contractor of any guarantee and/or liability and/or responsibility and/or obligations with regard to the quality and the other characteristics of works and all Deliveries as these arise from the Contract or from the law.

#### 16 Guarantee

- a. The Contractor guarantees that the Delivery complies with the Contract. This guarantee at least means that:
  - (i) the goods have the promised properties
  - (ii) the goods are new and free of defects and third parties' rights
  - (iii) the goods or services are suitable for the purpose for which the assignment/order was given or the Contract was concluded
  - (iv) the services will be performed in a competent manner and without interruption
  - (v) the goods or services comply with the requirements stipulated by or under the law and/or by the applicable rules of self-regulation and/or by the Principal, including in the area of quality, health, safety, environment and advertising, in both the country of delivery and in the destination country
  - (vi) the goods are furnished with an identification of the manufacturer or of the party marketing the goods
  - (vii) the goods are provided with and accompanied by all the information and instructions which are required for their correct and safe use and
  - (viii) the goods are provided with and accompanied by all the documentation requested by the Principal, regardless of whether this documentation is requested prior to, during or after the conclusion of the Contract.
- b. If delivered goods are found - regardless of the results of prior assessments - not to comply with the provisions of the previous paragraph, the Contractor will repair, replace or provide what is missing at its expense and at the Principal's discretion at the first request, unless the Principal prefers to dissolve the Contract in accordance with the provisions of these general purchasing terms, this without prejudice to the Principal's other rights arising from a shortcoming (including the right to compensation). All costs to be incurred in this regard (including those of repair and dismantling) will be borne by the Contractor.
- c. If any shortcoming is found in the delivered goods which gives the Principal grounds to suspect that goods delivered previously have the same or other shortcomings, the cost of investigating these earlier deliveries will be borne by the Contractor, even if this investigation shows that there is no shortcoming in the investigated deliveries.
- d. In urgent cases and in cases where it can reasonably be assumed after consultation with the Contractor that it will fail to comply with its guarantee obligations, the Principal has the right to carry out or commission repairs or replacement itself at the Contractor's expense. This does not relieve the Contractor of its obligations under the Contract.
- e. Unless agreed otherwise in writing, a guarantee period will apply of at least five years following delivery of the goods or execution of the services. The Contractor will remain liable for hidden defects for a period of five years following the end of the guarantee period. This refers to a defect that could not reasonably be discovered during the inspection of goods or the assessment of the work by the Principal.
- f. A guarantee period commences afresh following acceptance of the repair, replacement or supplementation performed under the guarantee.
- g. The parties agree that a complaint period in the sense of Civil Code sections 6:89 and 7:23 of one (1) year will apply from the moment that the Principal actually becomes aware of the defect.

#### 17 Shortcoming; liability

- a. In the event of a shortcoming on the part of the Contractor with regard to the Delivery which is discovered by the Principal - even if that shortcoming is discovered during the assessment described in article 15 and therefore prior to the delivery or completion of the Delivery - the Contractor is obliged to rectify the shortcoming within a period to be specified by the Principal.
- b. If the Contractor has not rectified the shortcoming within this period, the Principal is entitled to dissolve the Contract (in full or in part) and to have the

Delivery carried out (in full or in part) by a third party at the Contractor's expense, without prejudice to the Contractor's obligation to reimburse the Principal for all (other) loss suffered and to be suffered by the Principal, including consequential loss such as loss caused by delay, trading loss and loss of profits.

- c. Without prejudice to the Principal's other rights against the Contractor in the event of a shortcoming on the part of the Contractor, the Contractor is liable to pay the Principal a fine of 5% of the invoice value of the entire Contract for every day that the delivery period described in article 4 at a is exceeded as a result of a shortcoming attributable to the Contractor. The Principal is entitled to claim the actual loss suffered by the Principal as a result of the shortcoming in addition to this fine.
- d. The Contractor is liable with respect to the Principal - including in more general terms - for all loss, including consequential loss, relating to the Contractor's failure to execute the Contract, failure to execute it in time or failure to execute it properly or relating to the breach of any other obligation.
- e. The Contractor indemnifies the Principal against all claims by a third party which relate in any way to the Contractor's execution of the Contract, including claims by third parties on the basis of product liability arising from defects in the Delivery.
- f. This indemnification especially also applies if the Principal is unable to comply with its obligations with respect to third parties - such as a client of the Principal - as a result of a shortcoming on the part of the Contractor.
- g. If the Principal and Contractor are unable to agree in good time about negotiations with and/or legal actions against this third party to be conducted by the Contractor, the Principal has the right to conduct and complete the negotiations and/or legal actions as it sees fit on behalf of the Contractor and at its expense. The Contractor will then be bound by the outcome of the negotiations and/or legal actions conducted by the Principal.
- h. The Principal is only liable with respect to the Contractor for the loss which is covered by the Principal's insurance, and also only if the loss in question is the result of intent or conscious recklessness on the part of the Principal.

## 18 Dissolution

- a. The Principal is entitled to dissolve the Contract, without prejudice to its right to compensation, without judicial intervention and without notice of default with immediate effect by means of a written notification to the Contractor:
  - (i) if the Contractor is declared bankrupt or the Contractor is granted a payment moratorium
  - (ii) if the Contractor's assets are seized or the Contractor loses the free disposal of (parts of) its assets for other reasons
  - (iii) if (direct or indirect) control over the Contractor changes
  - (iv) if the Contractor's business is dissolved, liquidated or ceases trading
  - (v) if the Contractor fails to comply with any obligation under the Contract
- b. The Contractor is then obliged to reimburse the Principal for all loss which the Principal suffers as a result of the dissolution, expressly including legal and extrajudicial costs and (trade) interest.
- c. All claims which the Principal may have or acquire against the Contractor in these cases will become payable immediately and in full, regardless of whether the Principal moves to dissolve the Contract.
- d. The Principal has the power at all times to terminate the Contract in full or in part if it is found that the Principal is not assigned the work in question by its client or, in the Principal's opinion, the client in question fails or will fail to comply with the resultant obligations, or in the event of other circumstances under which the Principal believes that it cannot be expected to maintain the Contract. The Principal will notify the Contractor in writing of the termination of the Contract and the reason(s) for it. All the Principal's obligations under the contract will cease immediately as a result of this. Any advances paid to the Contractor by the Principal will be fully refunded by the former immediately. The termination of an assignment under this paragraph

will never result in any obligation on the part of the Principal to reimburse loss or costs suffered by the Contractor by any name, nor to any other obligation other than as specified in this paragraph.

## 19 Insurance

- a. The Contractor is obliged to insure the financial consequences of its liability without reference to, exception for, or transfer to insurance policies which may have been taken out previously, including the liability insurance policies of other parties, either known or unknown to the Principal. Insurance of its liability does not detract from the Contractor's liability under the Contract or the law.
- b. The obligation to insure described in paragraph a in any case includes insurance for product and service liabilities, including after delivery. The Contractor will also in any case insure all goods which it has received from the Principal against loss of any kind suffered during the period that they are in the Contractor's keeping.
- c. If the Contractor acts as a supplier and/or manufacturer, its liability insurance must in any case also include its liabilities with respect to end purchasers of its products - including after delivery - in full, regardless of where these purchasers stand in the chain of delivery to the Principal or to third parties, and regardless of whom these purchasers are liable towards on any grounds. If in its capacity as supplier and manufacturer, the Contractor is offered the opportunity to take out business and/or professional liability insurance endorsed by its professional organisation, it must maintain such an insurance policy for 10 years following completion of its assignment to at least the minimum level which its professional organisation has specified in that organisation's standard rules.
- d. Without detracting from the Contractor's liabilities under the Contract or the law, the Contractor must insure the aforementioned liabilities up to a sum specified in the Contract, in the absence of which a minimum sum of 1 million euro per claim event applies. The insurance must be obtained from insurers supervised by De Nederlandsche Bank N.V. In Apeldoorn. All this with exception of the liability with respect to objects for which a statutory obligation to insure applies, for which a sum per event must be insured which is equal to the statutory minimum.
- e. The Contractor is obliged to provide the Principal with details of the insurance policies and the proof of timely premium payment at the Principal's first request.
- f. The Contractor hereby cedes to the Principal in advance all entitlements to insurance payouts insofar as these relate to loss for which the Contractor is liable with respect to the Principal.

## 20 Contract transfer, assignment and pledging

- a. The Principal is entitled to assign its legal relationship with the Contractor to (a) third party/parties to be designated by it as specified in section 6:159 of the Civil Code. The Contractor hereby declares that it will cooperate with such a contract transfer and hereby grants an irrevocable mandate to the Principal to represent the Contractor in connection with the aforementioned contract transfer.
- b. The Contractor is not entitled to assign its rights and obligations under the Contract to third parties without express prior permission from the Principal. Nor may the Contractor assign, pledge or otherwise encumber its claims against the Principal without the Principal's prior written permission. The Contractor's claims against the Principal are therefore not transferable, and therefore also not pledgable, under property law in the sense of Civil Code section 3:83 paragraph 2, or Civil Code section 3:98 in conjunction with 3:83 paragraph 2. The application of property law is only lifted following the aforementioned written permission from the Principal.

## 21 Confidentiality; non-solicitation

- a. Except insofar as required by law, the Contractor will not directly or indirectly publish, release or otherwise make accessible to third parties any information relating to an aspect of the business of

the Principal and/or the group companies affiliated with it and/or their projects which may or may not be confidential or secret, or directly or indirectly use, publish, release or otherwise make accessible to third parties any list of customers, suppliers, persons, corporate entities, associations (of persons) or organisations which do or have done business with the Principal, regardless of whether this information is confidential or secret. The Contractor will also impose the aforementioned prohibition on its employees and include it in contracts which the Contractor concludes with third parties which the Contractor utilises in connection with the execution of the Delivery and the Contract.

- b. The Contractor will refrain from directly or indirectly providing quotes and/or offers to clients of the Principal, including those for expansions and/or modifications, relating to a Delivery or a work about which the Principal is negotiating with a third party.
- c. If the obligations as specified in the preceding paragraphs of this article are breached the Contractor will be required to pay the Principal or any successor of the Principal under singular or universal title an immediately payable fine of € 100,000 (in words: 100,000 euro) for each breach and of € 25,000 (in words: 25,000 euro) for every day that that breach has continued and continues, without the need for notification or notice of default, all this without prejudice to the Principal's right to demand compliance and/or reimbursement of the actual loss suffered and still to be suffered from the Contractor.

## 22 Contractor's obligations

- a. The Contractor is obliged to strictly comply with all laws and regulations as well as collective labour agreements and (administrative) regulations which apply under - amongst others - the Wet Ketenaansprakelijkheid (Sequential Liability Act) and the Wet Arbeid Vreemdelingen (Aliens Employment Act), and in particular also the regulations as contained in specific legislation such as the Wet financiering sociale verzekeringen (Funding of Social Security Act). Insofar as the failure to comply with the aforementioned regulations leads to liability on the part of the Principal with respect to third parties, the Contractor indemnifies the Principal against all resulting consequences.
- b. The Contractor is obliged to initiate and cooperate fully with the creation and maintenance of sureties for the collection of taxes, premiums and social security contributions in connection with the work to be performed.
- c. The Contractor must have a valid registration certificate with an industrial insurance board and a valid operating permit insofar as this is required for the Contractor under the law and regulations. The Contractor must show this registration certificate and this operating permit to the Principal at the Principal's first request.
- d. At the Principal's first request the Contractor must provide the Principal with a summary showing the name and address details of the persons used directly or indirectly by the Contractor in the execution of the work and the payslips of these persons and a copy of their proof of identity, together with all other information and/or documents which the Principal deems necessary.
- e. The Contractor will ensure that those persons can identify themselves at all times.
- f. At the Principal's first request the Contractor must provide the Principal with a statement of its payment behaviour issued by the Industrial Insurance Board and the Tax Administration.
- g. If it is found that the Contractor and/or third parties used by it qualify as self-employed, the Contractor will provide the Principal with a valid 'Statement of Employment Relationship' and a copy of the proof of identity.

## 23 Invoicing

- a. The Contractor must state the following clearly on the invoice:
  - (i) the amount of the invoice that relates to wages,
  - (ii) the name of the Industrial Insurance Board with which it is registered and its registration number,
  - (iii) the Contractor's wages tax number, (iv) a

declaration as to whether the reverse charge mechanism with regard to value added tax applies, and the amount of the value added tax if the reverse charge mechanism does not apply.

- b. The Principal is entitled to return invoices which do not comply with the above requirements to the Contractor.
- c. The Principal is entitled to suspend payment of the invoice if the Contractor has not demonstrated to the Principal that it has paid the salaries due to the persons used by the Contractor for the execution of the work and/or has not demonstrated that the premiums and wages tax owed for those persons have been paid, or if the Contractor has, in the Principal's judgement, not satisfactorily shown that the Contractor will comply with this, or the Contractor has otherwise fallen short in its obligations to provide the Principal with the requested information, this at the Principal's discretion.

#### **24 Payment and recovery**

- a. The Principal is entitled to retain the premiums and wages tax owed by the Contractor in connection with the work for which the Principal is jointly liable under the Wet Ketenaansprakelijkheid (Sequential Liability Act) and to pay these directly to the authorities concerned on behalf of the Contractor or to pay these premiums and wages tax to the Contractor by depositing them in its guarantee account. In both cases, such a payment will discharge the Principal with respect to the Contractor.
- b. The Principal is entitled to amend the amount to be retained or deposited if the Principal can reasonably conclude on the basis of the information available to it that the Contractor owes a higher amount in premiums and wages tax than the Contractor has indicated. The Principal will inform the Contractor of this amendment.
- c. If the Contractor and/or third parties utilised by it are no longer able to meet their payment obligations under the law, the Contractor must notify the Principal of this in writing within five working days of the day on which this inability to pay arises, in the absence of which the Contractor will be legally in default with respect to the Principal. The Principal is then entitled to dissolve the Contract in full or in part without the need for any notice of default or judicial intervention, without prejudice to its right to compensation.
- d. If, after being held liable for taxes and/or premiums which have not been paid by the Contractor or its subcontractors, the Principal pays these taxes and premiums, the Principal will be entitled to recover the entire sum which it has paid from the Contractor. The Principal may offset the entire sum paid by the Principal against claims which the Contractor has against the Principal. The Principal's claim will be supplemented with the statutory interest from the time of payment and with all costs of legal assistance and legal measures.
- e. If the Contractor or one of its subcontractors has acted contrary to the provisions of the Wet Arbeid Vreemdelingen (Aliens Employment Act) and the Principal has been held liable and/or fined by the Labour Inspectorate in this regard, the Principal may recover the entire sum which it has paid from the Contractor. The Principal may offset the entire sum paid by the Principal against claims which the Contractor has against the Principal. The Principal's claim will be supplemented with the statutory interest from the time of payment and with all costs of legal assistance and legal measures.

#### **25 Applicable law/competent court**

- a. All transactions to which these General Purchasing Terms apply are governed by Dutch law, with the exclusion of the provisions of international conventions including the Vienna Sales Convention insofar as these do not contain mandatory provisions.
- b. All disputes which arise in connection with the Contract will be exclusively settled by the competent court in the Arnhem district, without prejudice to the Principal's right to summons the Contractor before the court which is competent under the law or convention.

- c. In the event of discrepancies between these General Purchasing Terms and translations thereof, the Dutch text will prevail.

For more information about BTE and its affiliated companies see: [www.bte.nl](http://www.bte.nl)