

General Purchasing and Subcontracting Terms and Conditions Ballast Nedam

General provisions

Article 1. Applicability, definitions, communication

1. These terms and conditions apply to all oral and written applications from, offers to, assignments granted by and/or agreements with Ballast Nedam, hereinafter: "BN", where BN acts as the buyer of goods (materials and equipment), and/or as the lessee of goods (materials and equipment), and/or as the Principal if work is to be performed based on contracting or subcontracting of work, manned rental and/or service provision (including the hiring of outside employees), or if BN states that these terms and conditions apply. BN includes all by BN legally owned subsidiaries according to Article 2:24a BW by Dutch Civil Law and BN's group companies according to Article 2.24b by Dutch Civil Law.
2. If any provision of these terms and conditions is found to be null and void or is successfully voided, the other provisions of these terms and conditions shall remain in full force and effect.
3. "Subcontractor" shall be taken to mean the other party with which BN has a contract as referred to in paragraph 1 of this article.
4. BN and the Subcontractor shall enter into a written agreement for the work, delivery or service provision (hereinafter: "Agreement").
5. Any communication on the implementation of these terms and conditions shall be in Dutch, unless otherwise agreed.

Article 2. Prices

1. Prices that have been agreed with BN shall not be subject to indexation, unless otherwise agreed.
2. The order price/contract price shall include:
 - a) all wages, social security charges, risk, profit, general operating costs, cost of travel and/or accommodation, workwear/rainwear, commuting hours, time lost etc.;
 - b) all packaging costs, transport costs (for both horizontal and vertical transport), transport risks and unloading costs, the cost of storage on or near the work site, currency exchange risks, import duties and the cost of crossing borders;
 - c) all components that are not specifically mentioned and/or stipulated, but that are necessary for full completion of the work, delivery or service provision assigned.

Article 3. Invoicing and payment

1. BN's requirements for invoices and the manner in which BN processes invoices are set out on the website www.ballast-nedam.com/organization/supplier-portal/related-documents/ (Invoice Terms of Ballast Nedam).
2. Unless otherwise agreed, invoicing will take place after all the work has been carried out and approved by BN.
3. BN will only pay the first invoice sent by the Subcontractor if it complies with BN's requirements and once the signed Agreement, without any additional comments and/or amendments having been added to it, and including any documents and information to be provided, is in BN's possession.
4. BN will only pay the last invoice sent by the Subcontractor if the documents and information requested by BN are in BN's possession and the goods have been delivered or respectively the work has been completed in accordance with the agreed quality and quantity and the Subcontractor has complied with all obligations that result from the Agreement.

The environment and Social Responsibility

Article 4. Corporate Social Responsibility

1. BN sets great store by (i) Corporate Social Responsibility (CSR), endorsing in this context the applicable guidelines of the ILO (International Labour Office) and the OECD (Organisation for Economic Co-operation and Development) and (ii) integrity.
2. The expectations and conduct regarding CSR and integrity have been recorded in the Ballast Nedam Code of Conduct for Subcontractors and Suppliers (*Gedragcode voor Onderaannemers en*

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Leveranciers). This Code of Conduct applies to the Subcontractor and shall be provided to the Subcontractor by BN.

3. BN expects its subcontractors and their employees and the supply chains they use to likewise act in keeping with the standards of corporate social responsibility and integrity and to behave in accordance with the aforementioned Code of Conduct. BN shall provide the Subcontractor with its Code of Conduct for Subcontractors and Suppliers.

Article 5. CO₂ footprint

1. If the Subcontractor's turnover (related to the work performed for BN) is expected to exceed €150,000 p.a. or if the Subcontractor has an Agreement, the Subcontractor shall submit its CO₂ footprint. To do so, the Subcontractor shall use the Dutch National CO₂ Database, www.duurzameleverancier.nl. The Subcontractor can register with this website and draw up a CO₂ footprint based on its energy usage.
2. The Subcontractor shall provide specific CO₂ monitoring for every assignment of project of its own initiative every year.

Delivery

Article 6. Manner, place and time of delivery

1. The goods to be delivered must be packaged properly. If unloading goods is part of the Subcontractor's obligations, unloading and storing shall take place in accordance with BN's instructions. Breakage and/or damage that occur while loading, transporting, unloading or storing, shall be for the account of the Subcontractor, even if such breakage and/or damage is detected later, unless the Subcontractor demonstrates that the damage was due to the actions of BN.
2. Unloading or storing outside the applicable working hours can only take place subject to prior permission from BN. In such event, checks will be carried out afterwards.
3. Any goods rejected by BN shall immediately be removed from the work site by the Subcontractor upon its having been given notice of such rejection. If the Subcontractor fails to remove the rejected goods, BN shall have the right to return such rejected goods for the risk and account of the Subcontractor.
4. Delivery will not be considered to have taken place correctly until BN has given its approval; title to the goods then immediately transfers to BN.
5. Approval and acceptance only apply to the quantity and the outward appearance of the goods delivered. If the goods are delivered in packaging and/or in bundles, approval and acceptance shall only concern the quantity and the outward appearance of the packaging. The risk does not transfer to BN until the time when it has been established that goods comply with the Agreement.

Article 7. Inspection and testing

1. BN has the right to inspect or test, or to instruct others to inspect or test, the goods to be delivered or that have been delivered, as well as their production.
2. The Subcontractor shall facilitate the testing and/or inspection of the goods that have been or are to be delivered. Each party shall pay its own costs of testing and/or inspection.
3. If goods are rejected, BN shall notify the Subcontractor immediately. The Subcontractor shall immediately repair or replace any rejected goods. Any goods rejected on BN's work site will be removed by or for the account of the Subcontractor.
4. The Subcontractor shall be authorised to demand that goods rejected by BN are re-tested and the party that is found to be in the wrong shall pay the cost of such re-testing. The parties shall appoint a body or an official for this. The results of the re-testing shall be binding on both parties.
5. Inspection or approval constitutes neither delivery nor receipt and does not release the Subcontractor from any obligation or liability.

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Performance of work

Article 8. Means/equipment

1. Unless otherwise agreed, the Subcontractor shall provide the tools, equipment etc. it needs, including the customary Personal Protective Equipment (PPE) such as safety shoes, safety helmets, safety glasses, vests and workwear.
2. Unless otherwise agreed, BN or BN's principal shall provide electric power, water and/or orientation lights from the connections set up for such purpose. The Subcontractor shall provide work site lights and relocate or extend connections itself and for its own account.
3. The Subcontractor shall be under the obligation to mark any and all equipment made available by BN as BN's identifiable property and to keep it in a good condition while it is in the Subcontractor's possession.
4. The equipment shall be returned or made available to BN together with the last delivery or immediately when BN so requests.
5. Any equipment that the Subcontractor uses in performing the agreement shall be presented to BN for its approval immediately when BN so requests.
6. Any changes to or deviations from the equipment made available by BN or approved equipment provided by the Subcontractor shall only be permitted upon BN's prior approval in writing.
7. The Subcontractor shall not use the equipment made available by BN, or allow it to be used, for any other purpose than the delivery to BN or for carrying out the work for BN, unless BN has given its prior permission in writing.

Article 9. Local situation and rules on the work site

1. The local situation and the condition of the substrates, sites, the nature and extent of the work to be carried out, the circumstances under which the work has to be carried out as well as the physical arrangement of the work site and, if applicable, the possibilities for supplying and removing tools and equipment are known to the Subcontractor and shall never entitle the Subcontractor to any expense allowance or additional expense allowance.
2. Once the Subcontractor has started to perform the work, this shall be considered as the Subcontractor's acceptance that the substrate onto which the finished work is to be installed is acceptable to be able to carry out the work and install the materials sufficiently well such that their quality can be guaranteed without having any entitlement to any expense allowance or additional expense allowance.
3. The Subcontractor and its employees shall comply with the rules that apply at the work site and they shall be under the obligation to heed the instructions of the person in charge acting for BN on site.
4. Weather conditions shall never constitute an entitlement to any expense allowance or additional expense allowance.

Article 10. Documents

1. If BN makes documents available, BN shall be responsible for the information provided, unless indicated otherwise. The processing and interpretation of the details and any further elaboration by the Subcontractor shall be for the Subcontractor's account and risk, even after approval or inspection by BN.
2. BN uses a digital program for exchanging files. BN shall make one licence available to the Subcontractor. Upon request, more licences can be made available for a fee.

Article 11. Contract variations

1. In order for any contract variations to be considered by BN the Subcontractor shall report them within a reasonable time of their being established.
2. Contract variations shall be reported in writing, stating the consequences expressed in time and money and the Subcontractor shall not start performing additional work before having received BN's approval for such additional work. Any discussions as to contract variations must not be allowed to obstruct the progress of the work.

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Article 12. Completion

1. The work performed by the Subcontractor shall be considered to have been completed if BN has approved and accepted it. In principle, any remaining points shall be completed within a reasonable time from BN's first notice.

Article 13. Maintenance period

1. The Subcontractor shall repair all defects as soon as BN so requests within the maintenance period. The costs of such repairs shall be for the account of the Subcontractor.
2. Unless otherwise agreed, the following shall apply after BN has completed all the work (the full assignment):
 - a) a 6-month structural maintenance period for the Subcontractor.
 - b) Installations shall be covered by a maintenance period of at least 12 months or two heating seasons.

Obligations on the part of the Subcontractor

Article 14. Performance of the work, delivery or service provision

1. The Subcontractor's obligations - for the account of the Subcontractor - include, without limitation:
 - a) all dimensions from main dimensions to be stated by the Principal, consisting of heights and grid lines, as required for the work activities;
 - b) the sound and proper performance of the work, in accordance with the provisions of the Agreement, and doing everything that is an integral element of the nature of the work, as may be expected from a professional party;
 - c) complying with the quality management system in accordance with NEN-EN-ISO 9001, the environmental management system in accordance with NEN-EN-ISO 14001 and VCA;
 - d) if applicable, heeding any orders and instructions given by BN;
 - e) heeding all general and safety regulations as well as the instructions of the Labour Inspectorate;
 - f) communicating warnings in respect of apparent mistakes in documents and/or performance and/or instruction, which shall be without prejudice to the Subcontractor's own responsibility;
 - g) taking protective measures to prevent damage and/or pollution if and in so far as work has to be carried out on any parts of the work site that have already been completed;
 - h) taking the performance of work by third parties into account while carrying out the work. The instrument of mutual consultation will be applied in order to attempt to avoid stagnation;
 - i) taking protective measures in order to prevent the work site, adjoining and/or other buildings, sites and/or the public road or parts thereof from being damaged and/or polluted.
2. BN shall be authorised to deny the employees of the Subcontractor access to the work site and/or to have them removed if they have failed in the performance of the obligations assigned to them. The associated costs will be entirely for the account of the Subcontractor.

Article 15. Outsourcing

1. The Subcontractor shall refrain from transferring or outsourcing the performance of part or all of the Agreement to a third party without BN's prior written permission. BN may attach conditions to its permission.
2. Transfer and/or outsourcing as referred to in paragraph 1 of this article shall be without prejudice to the obligations that the Subcontractor has in respect of BN pursuant to the Agreement and/or these terms and conditions.
3. If the Subcontractor transfers or outsources all or part of the work, delivery or service provision to a third party, upon having been given permission, it shall draw up a written transfer or subcontracting agreement and these terms and conditions shall be an integral part of such agreement.
4. If so requested, the Subcontractor shall provide BN with a digital copy of the agreement with the other party.

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5. The Subcontractor shall warrant in respect of BN that it shall promptly pay all third parties that have a due and payable claim on the Subcontractor or on its contractor(s) or subcontractor(s) regarding every separate assignment or project, from the payments to be made by BN. If so desired, BN shall be entitled to obtain information in writing from the Subcontractor's contractor(s) or subcontractor(s) in this regard before making any further payments to the Subcontractor. If this obligation on the Subcontractor is not complied with, BN shall also have the right, after sending a written warning, to directly pay any claims by said third parties that have been found to exist on behalf of the Subcontractor. The Subcontractor's obligation to pay such amount shall then be considered to have been discharged. BN shall have the right to set off any payments against the Subcontractor. In such event, BN shall inform the Subcontractor in writing.

Article 16 Using third-party personnel

1. The Subcontractor shall refrain from using any external workers made available to it by a third party without BN's prior written permission. BN may attach conditions to its permission.
2. Using external workers as referred to in paragraph 1 of this article shall be without prejudice to the obligations that the Subcontractor has in respect of BN pursuant to the Agreement and/or these terms and conditions.
3. If workers are provided to the Subcontractor by a third party, the Subcontractor shall draw up a written agreement covering such provision of workers and these terms and conditions shall be an integral part of any such agreement.
4. The Subcontractor shall provide BN, upon its request, with a digital copy of the agreement with the third party.
5. If external workers other than self-employed professionals are hired, they shall only be hired directly or indirectly from a third party who has a Labour Standards Register (SNA) quality mark (www.normeringarbeid.nl) and -therefore- complies with the NEN 4400-1 or NEN 4400-2 standards.

Article 17. Non-disclosure

1. The Subcontractor shall undertake to observe strict confidentiality as to the nature and contents of all oral and written information it receives from BN, unless notification to third parties is necessary in connection with the performance of the Agreement.
2. The Subcontractor shall not disclose anything in this regard without BN's prior written permission.

Article 18. Non-competition

1. The Subcontractor shall not be allowed to quote prices and/or make offers to BN's principal that directly or indirectly relate to the performance of the Agreement, the assignment in question and/or BN's project in question.
2. The Subcontractor shall refrain from all direct contact with BN's principal as regards the performance of the Agreement, the assignment in question and/or BN's project in question, unless prior permission in writing has been given for such direct contact.

Article 19. Passing of title

1. Title shall transfer to BN immediately upon the goods actually having been delivered and/or the work having been performed.
2. Title to the goods shall already transfer prior to delivery as soon as the Subcontractor has started to process or machine them, has obtained them from a third party or has manufactured them. The Subcontractor shall be under the obligation to administer these goods with due care, provide them with a distinctive mark, store them separately for BN and take out sufficient insurance cover for them.
3. All equipment associated with the Agreement and made available to the Subcontractor by BN or that has been manufactured by the Subcontractor or by third parties for the purpose of the Agreement shall remain or become BN's property.
4. The Subcontractor shall hand over the equipment referred to above to BN no later than when delivering the goods or completing the work.

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Article 20. Intellectual Property

1. The Subcontractor shall warrant that the goods delivered and/or the work performed do not infringe on any patent rights, trademarks, design rights, copyrights or other rights of third parties or of the Subcontractor.
2. The Subcontractor shall hold BN harmless against third-party claims for compensation of any damage or loss resulting from infringement of any rights referred to in the previous paragraph.
3. The Subcontractor shall grant BN a license for using all intellectual property rights invoked by the Subcontractor.

Article 21. Security, suspension, setting off and prohibition on assignment

1. BN shall be entitled to request that security be provided at the Subcontractor's expense in order to ensure that the Subcontractor will comply with its obligations; if so requested, the Subcontractor shall be under the obligation to provide such security.
2. BN shall have the right to suspend all payments if the Subcontractor fails or threatens to fail to comply with or is at risk of failing to comply with one or more obligations pursuant to the Agreement and/or the present terms and conditions.
3. Payment of the goods and/or all or part of the activities by BN does not constitute any waiver of its rights resulting from the Agreement and/or these terms and conditions and does not release the Subcontractor from any obligation and/or liability. BN has the right to set off any amounts it owes the Subcontractor against amounts that the Subcontractor owes BN for any reason.
4. The Subcontractor's claims on BN cannot be transferred (as referred to in section 3:83(2) of the Dutch Civil Code) and cannot be pledged (as referred to in section 3:83(2) in conjunction with section 3:98 of the Dutch Civil Code).

Article 22. Termination

1. BN shall at all times be authorised to terminate the Agreement prior to the end of the Agreement by means of written notice to the Subcontractor. The Agreement shall end and the Subcontractor shall cease performing the Agreement immediately upon receipt of the written notice or at the time stated in such notice. Any compensation shall not be for a higher amount than the demonstrable costs incurred by the Subcontractor less any costs saved.

Article 23. Replacement, dissolution

1. If BN is of the opinion that the performance of the deliveries and/or work to be effected by the Subcontractor is done in such a way that it causes or threatens to cause a delay and if, in BN's opinion, the Subcontractor has been demanded to correct this in vain, BN shall be authorised to carry out the further performance itself or have it carried out by a third party for the account of the Subcontractor, without prejudice to the right to dissolve the Agreement and/or any entitlement to damages.
2. Without prejudice to BN's entitlement to damages and/or its right to suspend all or part of its obligations under the Agreement, BN shall have the right to dissolve the entire Agreement or to only dissolve it in respect of the part that has not yet been performed, without any notice of default or judicial intervention being required if:
 - a) the agreed delivery time is exceeded or if it is clear even before such time has elapsed that it will be exceeded;
 - b) a petition for the Subcontractor's bankruptcy has been filed or the Subcontractor is declared bankrupt or put into liquidation;
 - c) the Subcontractor has applied for or is granted a suspension of payment;
 - d) the Subcontractor ceases its business operations (closing down or termination);
 - e) third parties seize the Subcontractor's assets.
3. Without prejudice to the provisions of the previous paragraph, BN shall have the right to dissolve all or part of the entire Agreement, without prejudice to its entitlement to damages and/or its right to suspend all or part of its obligations under the Agreement, if the Subcontractor fails to comply with one or more of the obligations resulting from the Agreement or fails to comply with them properly or in good time.

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4. In the events referred to in paragraph 1 and paragraph 2 above, BN shall be entitled to use any equipment used by the Subcontractor, such as scaffolding, hoisting equipment, transport tools, etc., without charge in order to complete the work contracted by the Subcontractor or to have such equipment used for such purpose without charge.
5. If an event as referred to in paragraph 1, paragraph 2 or paragraph 3 occurs, all claims by BN on the Subcontractor shall be immediately and fully due and payable.

Guarantees, damage or loss and liability

Article 24. Guarantees

1. The Subcontractor shall guarantee that the goods delivered and/or the work performed, including any goods and materials used:
 - a) are as agreed in the Agreement;
 - b) are of good quality, without defects as to their design, construction and implementation (assembly/installation) and are suitable for their intended purpose;
 - c) continue to be suitable for their intended purpose for their envisaged service life;
 - d) comply with all the relevant statutory provisions;
 - e) comply with all the applicable standards sheets, standards provisions and rules, including those of local, regional, national and European authorities and utilities companies.
2. If the Subcontractor's customary guarantee or the manufacturer's guarantee is more extensive than the guarantee referred to in 1. above, the most extensive guarantee shall apply.
3. The Subcontractor shall, at its own cost, immediately repair or properly remedy any and all defects found in the goods delivered and/or the work performed upon delivery, completion or within the guarantee period, unless the Subcontractor demonstrates that the defect is not due to the Subcontractor's actions or failure to act.
4. If BN is of the opinion that the Subcontractor has repaired a defect late and/or improperly, or if, in all reasonableness, repairing the defect does not tolerate any delay, BN shall be at liberty to carry out the things that need to be done, or have them carried out, for the Subcontractor's account.
5. Any guarantees as regards the goods delivered and/or the work done given by third parties hired on behalf of the Subcontractor shall be considered to have been given by the Subcontractor. As regards such guarantees, the Subcontractor undertakes to take care of compliance with the rights, entitlements and claims resulting from said guarantees, as if they were its own obligations, immediately upon BN so requesting. The Subcontractor undertakes to hand over to BN all guarantees received by the Subcontractor from any contractors or subcontractors hired by the Subcontractor and to hand such over no later than at the time of completion of the Subcontractor's work. The wording of the guarantees in question shall state that they are effective to the benefit of BN, BN's principal and the legal successor to BN's principal.

Article 25. Liability, damage or loss, indemnification

1. The Subcontractor shall hold BN harmless against any third-party claims for damages, penalties or fines.
2. BN shall not be liable for any damage to or loss of materials, equipment and tools belonging to the Subcontractor, its personnel and/or any third parties hired by the Subcontractor or for any materials, equipment and tools rented and/or borrowed by them.
3. If two or more Subcontractors have jointly accepted an assignment they will be jointly and severally liable for the entire performance and any consequences thereof.
4. BN shall have the right - immediately and for the account and risk of the Subcontractor - to compensate and/or repair any damage or loss caused by the Subcontractor, but BN shall not be under any obligation to do so. The Subcontractor shall directly compensate BN for any associated cost incurred.
5. If the Subcontractor fails to comply with its contractual or statutory obligations and BN is held liable, the Subcontractor shall hold BN harmless against all consequences of BN being held liable.

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- Without prejudice to the provisions of the guarantees agreed, the Subcontractor shall be liable for any latent or hidden defects. Any legal action pursuant to a hidden or latent defect shall not be admissible if it is brought after (i) five years have elapsed or after (ii) ten years have elapsed and there is a risk of the structure collapsing or not being suitable for use.

Article 26. Insurance

- The Subcontractor shall take out liability insurance, including for the benefit of BN, without the policy conditions or other elements of the policy containing any reference, plea, transfer or form of recourse to or with respect to BN or other parties involved in the assignment. The policy excess for any damage or loss and/or costs shall be for the account of the Subcontractor.
- If the Subcontractor is also insured on a policy taken out by BN, and damage or loss caused by the Subcontractor occurs, the Subcontractor shall be under the obligation to compensate the policy excess when the claim is paid or to compensate any damage or loss not covered by the policy. The policy conditions are available for inspection at BN's offices.
- BN imposes the following obligations on the Subcontractor:
 - to take out insurance on the equipment it uses to cover its liability for both material damage or loss and for personal injury, including any consecutive loss caused by or in connection with the use of the equipment;
 - to take out insurance cover in accordance with the provisions of the Dutch Motor Insurance Liability Act (*Wet Aansprakelijkheidsverzekering Motorrijtuigen - W.A.M.*) providing a minimum cover for material loss of €2,500,000 per event for equipment that may be regarded as a motor vehicle;
 - to take out business liability insurance (*A.V.B.*) providing a minimum cover of €2,500,000 per event including employer's liability cover;
 - to take out professional liability insurance providing professional liability cover for at least €2,500,000 per event;
 - to have taken out incapacity for work insurance.
- The policies to insure the liabilities referred to above shall comply with the following requirements:
 - The 'Principal' (BN) shall be named as the co-insured party;
 - the insurance shall offer primary coverage (invoking any insurance policies taken out elsewhere shall not be permitted).
- The Subcontractor shall always pay its premium(s) in good time.
- The Subcontractor shall be under the obligation to provide BN with a copy of the policy and/or proof of payment in question if so requested.

Legislation and regulations

Article 27. Legislation, Collective Labour Agreement, Code of Conduct, Consequences of Non-Compliance

- The Subcontractor shall be considered to be familiar with the legislation and regulations, rules, terms and conditions and provisions, in the widest sense, that apply to the Agreement, hereinafter referred to as the "Law".
- The Subcontractor undertakes to comply with the Law, as well as any collective labour agreement that may apply, and to make sure that its own employees and any third parties it has hired (such as subcontractors, contractors, suppliers) and/or workers made available by or via such third party also comply with the Law, as well as with any collective labour agreement that may apply.
- The Subcontractor undertakes to comply with the Code of Conduct for Subcontractors and Suppliers (hereinafter: the "Code of Conduct") and to make sure that its own employees and any third parties it has hired (such as subcontractors, contractors, suppliers) and/or workers made available by or via such third party also comply with the Code of Conduct.

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4. To the extent allowed by these terms and conditions, the Subcontractor can enter into an agreement with third parties for the work for, delivery to or service provision to BN. Such agreement shall explicitly state that (i) these terms and conditions constitute an integral part of such agreement, and (ii) these terms and conditions constitute an integral part of any agreement to be entered into by such third party. In such an agreement with third parties, the Subcontractor shall have the legal status of principal and the third party shall have the legal status of contractor, in accordance with the provisions of these terms and conditions. It shall thus be ensured that these terms and conditions are passed on in the chain of general contractors/principal/suppliers and apply integrally.
5. Should any failure to comply with the Law, the Code of Conduct or these terms and conditions lead to BN being held liable by third parties, regardless of the reason, the Subcontractor shall hereby hold BN harmless against all consequences and damage or loss in this respect and against any third-party claims in this regard.
6. The consequences of compliance with a statutory provision or a government decree that takes effect after the Agreement was entered into shall be for the account of BN if, and to the extent that, it is reasonable to assume that the Subcontractor was not able to foresee such consequences.

Article 28. Dutch Compulsory Identification Act (*Wet op de identificatieplicht - Wid*) and Dutch Foreign Nationals Employment Act (*Wet Arbeid Vreemdelingen - Wav*)

1. The Subcontractor shall warrant in respect of BN that all the rules that result from the Dutch Compulsory Identification Act (*Wid*) and the Dutch Foreign Nationals Employment Act (*Wav*) are complied with for, by or via any natural persons to be engaged by the Subcontractor, directly or indirectly and in any capacity whatsoever (including self-employed professionals).
2. The Subcontractor shall proactively provide BN with all the information that BN needs to be able to establish that the Subcontractor complies with the *Wid* and the *Wav* before the work is started.
3. Among other things, the Subcontractor shall warrant that the natural persons referred to in paragraph 1 of this article:
 - a) have a *BSN* (i.e. Citizen's Service Number) / *sofinummer* (i.e. tax and social security number);
 - b) have a valid passport, based on which the identity of the person to be engaged can be established before the work starts. For this purpose, the following personal details are recorded in BN's and the Subcontractor's records:
 - name, address and residence details;
 - the date of birth,
 - the *BSN/sofinummer*;
 - the nationality;
 - the type of ID, number and term of validity;
 - name, address and office address of the subcontractor/the party providing the outside workers.
 - c) have a valid residence and/or work permit, if required, based on which it can be established that the rules that result from the *Wav* have been complied with before the work starts.
4. In the case of a self-employed professional (see article 35) and to the extent that this is mandatory pursuant to the *Wav*, the Subcontractor shall provide the following to BN before the work starts: copies of a valid passport and/or the documents referred to in article 1c. These documents will also be kept in the Subcontractor's records for at least five years after the end of the calendar year in which the natural person ended the work.
5. The Subcontractor shall ensure that any person whose services are engaged shall be able to show valid proof of identity (passport or driving licence) immediately when requested to do so by BN. BN will from time to time carry out random checks to confirm that this obligation is complied with. BN may deny access to the work site to any person failing to comply with this obligation or remove such person from the work site.

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6. The Subcontractor shall hold BN harmless for any damage or loss, fines, penalties, taxes and premiums and/or other payment obligations BN may have that relate to the Agreement due to any failure on the part of the Subcontractor to comply with obligations resulting from the *Wid*, the *Wav* and/or this article. If a fine or penalty is imposed on BN as a result, the Subcontractor shall compensate BN for this immediately when BN so requests.

Article 29. The Dutch Placement of Personnel by Intermediaries Act (*Wet allocatie arbeidskrachten door intermediairs - Waadi*)

1. The Subcontractor has been registered in the Trade Register in good time and correctly in keeping with the Dutch Placement of Personnel by Intermediaries Act (*Waadi*).
2. When hiring external workers, either directly or indirectly, the Subcontractor shall only hire the services of third parties that have -also- been registered in the Trade Register in good time and correctly in keeping with the *Waadi*.

Article 30. The Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens - Wbp*)

1. In respect of BN, the Subcontractor warrants that the Subcontractor, its employees and/or any persons to be engaged will unequivocally provide permission in writing, given the provisions of section 8(a) of the *Wbp*, for BN to process its/their personal details so that BN can comply with its statutory obligations resulting from section 8(c) of the *Wbp*. These obligations include properly and carefully requesting, retrieving, structuring, filing and consulting personal details in compliance with the law. The Subcontractor, its employees and/or any persons whose services are to be engaged shall sign a statement relating to the provision of personal details for this purpose.
2. The person who is in charge on site for BN shall ask permission for providing and filing its/their personal details (by means of a written Personal Details Provision Statement ("*Verklaring Verstrekking Persoonsgegevens*")).

Taxes, contributions and wage payments

Article 31. Supply chain liability (in the event of work being contracted)

1. BN has the right to deduct 40% of the wage cost component of the contract price/order price on every invoice and to transfer this to the Subcontractor's guarantee account or to pay it directly to the tax authorities for the Subcontractor.
2. The Subcontractor shall hold BN harmless against any claims from third parties, especially the tax authorities, due to non-compliance with obligations resulting from the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (*Wet Ketenaansprakelijkheid*), from these terms and conditions or this article, such as wage tax and social insurance contributions not having been paid, additional tax assessments, fines, penalties and interest on tax due. The Subcontractor will compensate BN immediately if so requested.

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Article 32. Recipient's liability (if external workers are hired)

1. The Subcontractor shall warrant that it complies with and takes care of its statutory obligations to pay wage tax, social security contributions, employed persons insurance premiums, the income-related health insurance (Dutch *Zvw*) premium and turnover tax, together with any contributions imposed on BN for industry-specific schemes as laid down in the collective labour agreement for the construction industry);
2. BN shall have the right to transfer at least 25% of the wage cost component (including turnover tax) to the guarantee account or to pay it directly to the tax authorities on behalf of the Subcontractor.
3. If the regulations governing the transfer of the turnover tax liability apply, 20% of the wage cost component will be transferred.
4. If external workers are hired from a listed Subcontractor whose registered office is in an OECD country, there will not be any transfer to the guarantee account if the Subcontractor has a statement from the tax authorities and if the Subcontractor or its operating company from which the external workers are hired are in the SNA register.
5. The Subcontractor shall hold BN harmless against any claims from third parties, especially the tax authorities, due to non-compliance with obligations resulting from the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (*Wet Ketenaansprakelijkheid*), from these terms and conditions or this article, such as wage tax, turnover tax and social insurance contributions not having been paid, additional tax assessments, fines, penalties and interest on tax due. The Subcontractor will compensate BN immediately if so requested.

Article 33. Regulations governing the transfer of the VAT liability

1. If the regulations governing the transfer of the VAT liability apply (as is the case if work is contracted or personnel is made available and BN qualifies as a 'builder/developer' ('*eigenbouwer*'), or if the agreement is an agreement between companies that constitute a group for turnover tax purposes), the Subcontractor's invoices shall be set up accordingly.

Article 34. Subcontractor's liability for wage payments

If the Subcontractor fails to comply with its obligations as regards terms and conditions of employment pursuant to the Law, the applicable collective labour agreement or any other, lower regulations in respect of its employees and BN is held liable for complying with such obligations, BN shall be entitled to recover the full amount from the Subcontractor plus the statutory interest rate from the time of payment by BN. This shall be without prejudice to the possibility for BN to claim payment of the entire loss from the Subcontractor, including any damage to its image.

Article 35. Self-employed professional without any staff

1. If the Subcontractor qualifies as a self-employed professional without any staff, (hereinafter "self-employed professional") or hires the services of a self-employed professional, the Subcontractor shall provide the following to BN for every self-employed professional:
 - a) before the work starts: a copy of the passport,
 - b) weekly: a summary of the hours worked (if applicable),
 - c) before the work starts and then from time to time: a valid Declaration of Independent Contractor Status (*VAR-verklaring*) ("**VAR**") (issued for the work agreed and stating that the payment is received at its own account and risk) and
 - d) from time to time: proof of turnover tax payment.
2. If a change occurs that results in the *VAR* being reviewed or invalidated or in the fact that rights can no longer be derived from the *VAR*, the self-employed professional shall immediately inform BN accordingly.
3. If the self-employed professional hires the services of a third party, the self-employed professional shall take care that the employer's liability is covered in the business liability insurance as referred to in article 26. Insurance.

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4. The Subcontractor shall hold BN harmless against any claims from third parties, especially the tax authorities, such as for, without limitation, wage tax and social insurance contributions not having been paid, additional tax assessments, fines, penalties and interest on tax due in connection with the services of a self-employed professional being hired. The Subcontractor will compensate BN immediately if so requested.

Checks on compliance

Article 36. Audit

1. BN shall at all times have the right to check or have another party check that the Law, the Agreement, the Code of Conduct and/or these terms and conditions are complied with by the Subcontractor and that a third party whose services are hired by the Subcontractor complies with the Law, the Agreement, the Code of Conduct and these terms and conditions.
2. The Subcontractor shall, to a reasonable extent, cooperate in an audit by or on behalf of BN and shall ensure that any third party whose services have been hired by the Subcontractor shall also cooperate.
3. The Subcontractor realises that BN can specifically institute an examination as regards compliance with social security legislation and regulations, such as *Wid, Wav, Wav, Waadi*, the Labour Market Fraud (Bogus Schemes) Act (*Wet Aanpak Schijnconstructies*), *WAGA*, the Collective Labour Agreement for the Construction Industry, the Dutch Working Hours Act (*Arbeidstijdenwet*), the Dutch Working Conditions Act (*Arbeidsomstandighedenwet*) etc. If so requested, the Subcontractor shall make all the relevant documents available to BN, including, without limitation:
 - a) job contracts or examples of job contracts between the Subcontractor and its employees;
 - b) salary specifications and/or pay slips, possibly anonymised;
 - c) proof of payment of salary, social security and other premiums, etc.;
 - d) a summary of time savings fund entitlements and pension entitlements;
 - e) "A1" statements.
4. Inspection or approval by BN shall not release the Subcontractor from any guarantee or liability resulting from the Law, the Agreement or these terms and conditions.

Final provisions

Article 37. Disputes, Applicable Law

1. Any disputes, including disputes that are considered as such by only one of the parties, that arise as a result of the Agreement, or agreements that result from the Agreement, shall, at BN's discretion, be adjudicated by (i) arbitration in accordance with the Articles of Association of the Arbitration board for the building industry in the Netherlands (*Raad van Arbitrage voor de Bouw*), in their version of three months before the date when this Agreement was entered into or (ii) the competent court.
2. Any disputes in which BN and its principal become involved and for which BN and/or its principal wish to institute legal proceedings against or implead the Subcontractor shall not be covered by paragraph 1. In such events, BN and the Subcontractor shall submit to the dispute resolution procedure as stated in the Agreement between BN and its principal.
3. Paragraphs 1 and 2 are without prejudice to the possibility of requesting an injunction or taking precautionary measures.
4. Dutch law shall apply to the relationship between the Subcontractor and BN.
5. The occurrence of any disputes shall not entitle the Subcontractor to suspend or alter its performance of the Agreement.