

I. General Provisions

Article 1. Applicability, definitions, communication

1.1 These General Terms and Conditions apply to all oral and written applications from, offers to, assignments granted by and/or agreements with Ballast Nedam N.V., hereinafter: "**BN**", where BN is the other party, or if BN otherwise states that these General Terms and Conditions apply. BN includes all of BN's subsidiaries within the meaning of Section 2:24a and its group companies within the meaning of Section 2:24b of the Dutch Civil Code as well as any other company affiliated with BN which applies these General Terms and Conditions.

1.2 If any provision of these General Terms and Conditions is found to be null and void or is successfully voided, the other provisions of these General Terms and Conditions shall remain in full force and effect.

1.3 The following definitions apply in these General Terms and Conditions:

- a. "**Services**"; the temporary provision of qualified personnel and activities assigned for the purpose of performing the Agreement, defined or designated as "Services" in the Agreement;
- b. "**Code of Conduct**": the Ballast Nedam Code of Conduct for Subcontractors and Suppliers (*Gedragcode voor Onderaannemers en Leveranciers*). The Code of Conduct is set out on the website www.ballast-nedam.nl;
- c. "**Delivery**": the goods and services provided or delivered or to be provided or delivered in the performance of the Agreement;
- d. "**Subcontractor**": the other party with which BN has a contract as referred to in paragraph 1 of this article;
- e. "**Agreement**": the agreement between BN and the Subcontractor;
- f. "**Principal**": BN's client or their legal successor;
- g. "**Working day**": a calendar day, unless this is a generally or locally recognised, government-imposed or collective labour agreement-imposed day of rest, holiday or public holiday or another non-individual day off;
- h. "**Activities**": the activities performed by the Subcontractor for BN on the basis of the Agreement;
- i. "**Law**": the legislation and regulations, rules, General Terms and Conditions and provisions, in the widest sense, that apply to the Agreement;

1.4 Any (general) General Terms and Conditions of the Subcontractor are expressly rejected by BN and will only bind BN if and in so far as BN has expressly declared the same in writing.

1.5 Any communication on the implementation of these General Terms and Conditions shall be in Dutch, unless otherwise agreed.

Article 2. Prices

2.1 Prices that have been agreed with BN are

fixed prices and shall not be subject to indexation, unless otherwise agreed. The application of Article 7:753 of the Dutch Civil Code is excluded.

- 2.2 The price/contract price shall be inclusive of:
- 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 location of the construction site, currency exchange risks, import duties and the cost of crossing borders;
 - c. all parts and components and auxiliary structures not specifically mentioned and/or specified, which are necessary for full completion of the assigned Activities or Delivery.

2.3 All prices in the Agreement shall be in euros, unless expressly stated otherwise in the Agreement.

2.4 All prices in the Agreement shall be exclusive of VAT, unless expressly stated otherwise in the Agreement.

Article 3. Invoicing and payment

3.1 BN's requirements for invoices and the manner in which BN processes invoices are set out on the website: www.ballast-nedam.nl (Ballast Nedam's Terms and Conditions for Invoices).

3.2 All annexes that are part of the invoice (for instance the man days register) must be presented together with the invoice as one file.

3.3 Unless agreed otherwise, invoicing shall take place after the Subcontractor has performed and complied with all obligations arising from the Agreement and subject to presentation of a performance statement provided and signed by BN.

3.4 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.

3.5 If partial payments have been agreed, the last invoice of the Subcontractor shall not be paid by BN until the Subcontractor has performed and complied with all obligations arising from the Agreement.

3.6 In deviation from Section 6:120(2) of the Dutch Civil Code, an interest of 4% per year applies.

3.7 Any compensation by BN for any costs, damage or loss within the meaning of Section 6:96(2) of the Dutch Civil Code is excluded to the extent that the amount of such costs, damage or loss exceeds the amount listed in Section 6:96(4).

II. The environment and Social Responsibility

Article 4. Corporate Social Responsibility

4.1 BN sets great store by Corporate Social Responsibility, hereinafter "**CSR**"), as described in its CSR policy. The Subcontractor plays a significant role in the implementation of this policy.

4.2 The expectations and conduct regarding CSR have been laid down in the Code of Conduct.

4.3 The Subcontractor undertakes to comply with 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.

Article 5. CO2 Emission Data (LCA) of Product and Company

5.1 The Subcontractor shall cooperate with analyses of CO2 generating activities or chains of activities.

5.2 If available, the Subcontractor shall provide its product LCAs (CO2 emission data and energy data) as part of chain analyses and of identifying promising possibilities for energy and CO2 reduction measures in those chains.

5.3 If no emission data is available on the products or if it would not be reasonable to expect such data to be compiled, or if, in the case of providing services, such data is less relevant, the Subcontractor's CO2 emission account can also be used. For this purpose, the Subcontractor shall use the Dutch National CO2 Database, www.duurzameleverancier.nl.

5.4 The Subcontractor shall prepare a quantitative account of the expected and actual energy streams (energy data) for the project with regard to the Activities and shall report on this matter.

III. Delivery and Performance of Activities

Article 6. Manner, place and time of delivery

6.1 Unless agreed otherwise in the Agreement, delivery shall be carriage paid at the agreed place of delivery, and for the Subcontractor's risk, including the duties to be paid (DDP Incoterms 2020). The completed delivery shall in no event constitute acceptance of the Delivery.

6.2 Any delivery period(s) or delivery date(s) stated in the Agreement shall be binding deadlines for the Subcontractor. The mere fact of those deadlines being exceeded shall cause the Subcontractor to be in default.

6.3 As soon as the Subcontractor suspects or knows that it cannot make the agreed Delivery at the time or within the time schedule agreed, it shall notify BN thereof immediately in writing while stating the reasons. The Subcontractor shall be held to take all measures that are necessary to yet deliver in time. If the Subcontractor has to incur additional costs such as overtime payments and the like in connection with the above, these shall expressly be for the Subcontractor's own account.

6.4 BN reserves the right to change the sequence of the Delivery or of any part of the Delivery and the time of the Delivery or any part of the Delivery, whether or not by means of on call delivery, if it considers that to be advisable in connection with the progress of the Activities, without being liable for any damages and/or

compensation to the Subcontractor.

6.5 Except insofar as expressly agreed otherwise, the Subcontractor shall not be entitled to deliver in parts.

6.6 The Delivery must be packed 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.

6.7 Unloading or storing outside the applicable working hours can only take place subject to prior permission from BN. In such event, checks shall be carried out afterwards.

6.8 Any goods rejected by BN shall immediately be removed from the construction 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.

6.9 Approval only applies to the quantity and the outward appearance of the Delivery. If the goods are delivered in packaging and/or in bundles, approval 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 the goods comply with the Agreement.

Article 7. Commencement of the Activities

7.1 The Subcontractor shall carry out the Activities in accordance with the time schedule provided by BN.

7.2 Any commencement date, milestone dates, completion period(s) or completion date(s) which the Subcontractor must meet according to the Agreement shall be binding deadlines for the Subcontractor. The mere fact of a deadline being exceeded shall cause the Subcontractor to be in default.

7.3 The Subcontractor shall not be allowed to start the Activities without a BN-approved plan of work.

7.4 As soon as the Subcontractor suspects or knows that it cannot carry out the Activities agreed on the date or within the period or time schedule agreed, it shall notify BN thereof immediately in writing, stating the reasons. The Subcontractor shall be held to take all measures that are necessary to yet deliver in time. If the Subcontractor in connection with the above has to incur additional costs such as overtime payments and the like, these shall expressly be for his own account.

7.5 The Subcontractor shall be liable to BN for any penalties and/or deductions which the Principal imposes on BN as a result of any delay that is attributable to the Subcontractor.

7.6 Up to and including the date of completion as

described in article 15, the Activities shall be for the risk and expense of the Subcontractor.

Article 8. Planning

8.1 All costs and risks of the Subcontractor resulting from weather conditions shall be borne by the Subcontractor and shall not give rise to any entitlement to compensation of costs and/or damages nor to any extension of deadlines of any kind.

8.2 If BN is of the opinion that the effecting of the Delivery and / or Activities to be performed by the Subcontractor is such that there is a delay or a delay threatens to occur, BN can instruct the Subcontractor in writing to make up for the time lost due to the delay and to propose measures to such effect. If, in BN's opinion, the Subcontractor has not responded within a stipulated period of time, or, if no time period had been stipulated, within a reasonable period of time or (in the opinion of BN) has not responded adequately, BN shall be authorised without a second instruction, or further notice of default being required, to carry out the further performance itself or to have it carried out by another party for the Subcontractor's account, without prejudice to the right to terminate the Agreement and / or to claim damages.

Article 9. Equipment

9.1 Unless otherwise agreed, the Subcontractor shall provide the tools, equipment and auxiliary equipment, etc. it needs, including the requisite Personal Protective Equipment (PPE).

9.2 Unless otherwise agreed, BN (or the Principal) shall provide electricity, 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.

9.3 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. Use of the equipment made available by BN shall be for the risk of the Subcontractor.

9.4 The equipment shall be returned or made available to BN at the time of completion or upon BN's first request.

9.5 Any equipment which the Subcontractor uses in performing the Agreement shall always be presented to BN for its approval, accompanied by valid inspection reports and usage logs, or whenever BN so requests.

9.6 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.

9.7 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 Activities, unless BN has given its prior permission in writing.

Article 10. Local situation and rules on the construction site

10.1 The Subcontractor and its employees shall comply with the regulations and rules that apply at the construction site and they shall be under the obligation to heed the instructions of the person in charge acting on behalf of BN on site.

10.2 Possession of a Building Pass (*Bouwpas*) is required in order to get access to BN's construction sites. To acquire a Building Pass each Subcontractor and/or every employee of the Subcontractor will receive a secure link to an application form from BN, which can be used to obtain a Building Pass. The Subcontractor and the Subcontractor's employees are responsible for obtaining the Building Pass in good time and BN has the right to deny the Subcontractor and its employees access to the building site if the Subcontractor or its employees do not have a Building Pass. Any consequences of this denial of access are for the Subcontractor's account and risk. Furthermore, the Subcontractor is responsible for ensuring that the data provided is correct and complete, and has been acquired by lawful means. Any changes must be communicated to BN in good time.

10.3 The local situation and the condition of the substrates, sites, the circumstances under which work has to be carried out as well as the physical arrangement of the construction site and, if applicable, the possibilities for supplying and removing equipment and materials are known to the Subcontractor and shall never entitle the Subcontractor to any expense allowance or additional expense allowance.

10.4 Once the Subcontractor has started to perform the Activities, this shall be considered as the Subcontractor's acceptance that the substrate onto which the finished work is to be installed or operations have to be applied is sufficiently good to be able to carry out the Activities and install the materials in accordance with the Agreement without any entitlement to any expense allowance or additional expense allowance.

Article 11. Health and Safety

11.1 Since BN is a subscriber to the Dutch Safety in Construction Governance Code (GCVB), the Safety in Procurement (Dutch *Veiligheid in Aanbesteding - ViA*) agreements on outsourcing work resulting from the GCVB apply to the Subcontractor (www.gc-veiligheid.nl).

11.2 The Ballast Nedam HSE (Health, Safety and the Environment) policy and the Ballast Nedam HSE (Health, Safety and the Environment) Requirements apply to every BN construction site. The Ballast Nedam HSE Requirements can be found in an Annex to the Agreement. One of these requirements is the obligation for the Subcontractor and for all employees of and employees hired out by the Subcontractor to obtain a Generic Gate Instruction (Dutch *Generieke Poort Instructie - GPI*) certificate. The certificate must be obtained before the work is started. In the case of gravely dangerous behaviour where an individual acts

contrary to the GPI, BN shall have the right to temporarily or permanently revoke the validity of the GPI certificate. Any consequences arising from the GPI certificate being revoked shall be entirely for the Subcontractor's account and risk.

11.3 The Subcontractor shall demonstrably pursue an active policy to structurally lower the number of incidents and the incident frequency (IF).

11.4 BN pursues an HSE (Health, Safety and the Environment) sanctions policy. If any of the Subcontractor's employees, any third parties engaged by the Subcontractor (such as subcontractors, contractors, suppliers) and/or workers made available by or through such third party, fails to comply with the Ballast Nedam HSE Requirements, the applicable construction site rules and code of conduct, any instructions given and/or safety regulations, the person in question shall be given an oral warning. If a second violation is committed within three months, a written warning shall follow. If a third violation is noted within six months of the second violation, the person in question shall be sanctioned in accordance with BN policy, e.g. as contained in the Annex with HSE (Health, Safety and the Environment) requirements to the Agreement or the BN Basic Construction Site Rules and Code of Conduct (*Basis Bouwplaats- en Gedragsregels*).

11.5 The Subcontractor will be informed in writing of any established violation. The Subcontractor is then expected to take measures to prevent any future similar behaviour.

11.6 If the Subcontractor fails to fulfil the obligations of paragraph 5, BN shall have the right to impose upon the Subcontractor a penalty of €250 per person per established violation, which amount BN shall withhold from any payments to be made by BN to the Subcontractor.

11.7 BN has clear rules on serious violations. In the event of any serious violations by an employee of the Subcontractor, any third parties engaged by the Subcontractor (such as subcontractors, contractors, suppliers) and/or workers made available by or through such third party, the person in question shall immediately and without any further warning be removed from the construction site. 'Serious violations' are any violations of the Code of Conduct for Subcontractors and Suppliers (*Gedragscode voor Onderaannemers en Leveranciers*) annexed to the Agreement and the Zero Tolerance rules contained in the HSE (Health, Safety and the Environment) requirements annexed to the Agreement. Any associated costs shall be entirely for the account of the Subcontractor.

Article 12. Documents and intellectual property

12.1 If BN makes any documents available, BN shall be responsible for the information provided, unless indicated otherwise and without prejudice to the Subcontractor's obligation to warn as stipulated in article 17(e). The processing and interpretation of the

information and any further elaboration by the Subcontractor shall be for the Subcontractor's account and risk, even after approval or inspection by BN.

12.2 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.

12.3 Any intellectual property rights of BN regarding documents are and remain the property of BN, and may not be made available to third parties or used otherwise than exclusively for the purpose of performing the Agreement.

12.4 The Subcontractor shall warrant that the Delivery and/or Activities do not infringe any patent rights, trademarks, design rights, copyrights or other rights of third parties or of BN.

12.5 The Subcontractor shall indemnify and hold harmless BN against third-party claims for compensation of any damage, costs or loss resulting from infringement of any rights referred to in the previous paragraph.

12.6 The Subcontractor shall grant BN and the Principal an unlimited license for using all intellectual property rights used by the Subcontractor.

12.7 Any documents which the Subcontractor has prepared specifically for and in the context of its Activities or Services shall become BN's property.

Article 13. Changes

13.1 BN shall be authorised to instruct changes in the nature and scope of the Delivery and/or the Activities. BN shall in that context inter alia be authorised to make changes in drawings, models, instructions, specifications, etc., relating to the assignment. The Subcontractor is obliged to implement those instructed changes.

13.2 If the Subcontractor is of the opinion that this has consequences for the agreed price, completion date or schedule, the Subcontractor shall, before implementing the change, inform BN as soon as possible, but in any case within five Working days after the notification of the required change, in writing of the consequences - including any technical, financial and safety consequences - of the change for the Agreement. If BN is of the opinion that these consequences are unreasonable in relation to the nature and scope of the change, BN shall have the right to cancel the instructed change.

13.3 A change implemented by the Subcontractor shall only be eligible for payment if BN has instructed the change in writing. The Subcontractor shall not be entitled to suspend the implementation of an instructed change for any reason whatsoever, including any discussions regarding the financial consequences.

13.4 The Subcontractor shall not be allowed to make any changes to the Delivery, the Activities or the approved planning schedule, unless with BN's prior permission in writing.

13.5 If the Subcontractor sees opportunities to carry out the Activities more efficiently, cheaper and/or

faster (value engineering), it shall inform BN accordingly by means of a change proposal. The first party to take the initiative shall subsequently draft a change proposal regarding the anticipated value engineering, including the anticipated financial savings and/or time savings, as well as a proposal for the distribution of these benefits. A proposal for value engineering shall only be implemented by the Subcontractor if BN has instructed it in writing to do so. BN shall have the right to reject a proposal for value engineering without stating any reasons and without owing any compensation to the Subcontractor.

Article 14. Inspection, surveying and testing

14.1 BN and the Principal shall have the right to inspect, survey and test the Delivery and the Activities, and/or the production thereof, and/or to have others do so.

14.2 The Subcontractor shall facilitate the inspection, surveying and/or testing of the Delivery or the Activities. Each party shall bear their own costs.

14.3 BN shall notify the Subcontractor immediately of any rejection. The Subcontractor shall immediately repair or replace any rejected Deliveries, Activities or any rejected parts thereof. Any goods rejected on BN's construction site will forthwith be removed by or for the account of the Subcontractor.

14.4 The Subcontractor shall be entitled to demand a re-inspection of any goods or parts of the Activities rejected by BN, the costs of which shall be borne by the party found to be at fault. The parties shall appoint a body or an official for this. The results of the re-inspection shall be binding on both parties.

14.5 In case of suspicion of inadequate work, BN shall at all times have the right to demand that the Subcontractor carry out additional inspections and surveys outside the agreed inspections and surveys, the costs of which shall be borne by the party found to be at fault.

14.6 Inspection or approval does not constitute acceptance and does not release the Subcontractor from any obligation or liability.

Article 15. Delivery and Completion of Activities

15.1 The Subcontractor shall notify BN in a timely manner and in writing (or by email) of the date on which the Activities - in the opinion of the Subcontractor - are ready for completion (request for completion).

15.2 A request by the Subcontractor for completion must meet the following requirements:

- a. it must be submitted to BN in writing, and
- b. it must be submitted after the Activities have been completed or a separate part of the Activities has been completed in full, and
- c. the construction site where the Subcontractor has carried out its work has been entirely cleaned up, is left behind safely and a joint inspection has been carried out and
- d. the results of the inspections listed in the

inspection plan and/or all relevant evidence demonstrating that the Activities meet the quality requirements of the Agreement have been provided and

- e. the full HSE file, complying with Ballast Nedam's HSE requirements, has been submitted.

15.3 If BN wants to exercise its right to inspect the Activities to be delivered, the inspection shall take place expediently and as a rule within three Working days after the date mentioned in the request referred to in paragraph 1. In that case, the date and time of the inspection shall be communicated in a timely and expeditious manner to the Subcontractor in writing in advance. BN may require that the Subcontractor or its authorised representative be present during the inspection.

15.4 Within five Working days after the date mentioned in the request referred to in paragraph 1, BN shall notify the Subcontractor in writing whether the Activities have been accepted or not, in the latter case while providing a complete list of the defects that constitute the reason for the rejection of the Activities. If the number, nature and/or scope of the defects is or are so significant that it cannot reasonably be required of BN that such a complete list is given, BN shall only provide a summary of the relevant defects. If the Activities are accepted, the date stated in the request referred to in paragraph 1 shall be deemed to be the actual date of completion.

15.5 If the Subcontractor has not received any of the written notifications referred to in paragraph 4 within five working days after the date mentioned in the request referred to in paragraph 1, the Subcontractor can request BN anew, by means of a registered letter, to accept the Activities.

15.6 If BN has not notified the Subcontractor in writing whether the Activities have been accepted or not within five Working days after the date of dispatch of the letter referred to in paragraph 5, the Activities shall be deemed to have been accepted. In that case, the date of receipt of the letter as specified in paragraph 5 shall be deemed to be the actual date of completion.

Article 16. Defects liability period

16.1 During the defects liability period, the Subcontractor shall, for its own account and at the first request of BN, repair any and all defects in the Activities, unless the Subcontractor proves that the defect was caused by improper or careless use, or can be qualified as normal wear and tear as a result of actual use.

16.2 The defects liability period starts upon the delivery of the Activities by the Subcontractor to BN and ends:

- a. for the construction and civil engineering parts of the Activities: six months after delivery of all the activities (the project) by BN to the Principal;
- b. for installations: twelve months after delivery of all the activities (the project) by BN to the Principal.

IV. Obligations on the part of the Subcontractor

Article 17. General

17.1 The Subcontractor shall carry out its obligations under the Agreement in such a manner that BN can at all times fulfil its obligations under the Agreement between the Principal and BN.

Article 18. Performance of the Delivery

18.1 The Subcontractor's Delivery obligations - for the account of the Subcontractor - include, without limitation:

- a. effecting the Delivery properly and soundly and in accordance with the provisions of the Agreement, and doing all that which belongs to the nature of the Delivery, as may be expected from a professional party;
- b. complying with the quality management system in accordance with NEN-EN-ISO 9001, the environmental management system in accordance with NEN-EN-ISO 14001, the HSE Management System in accordance with NEN-EN-ISO 45001, Dutch VCA and SCL (Safety Culture Ladder);
- c. if applicable, heeding any orders and instructions given by BN;
- d. heeding all general and safety regulations as well as the instructions of the Labour Inspectorate;
- e. communicating warnings in respect of apparent mistakes in documents and/or performance and/or instructions, which shall be without prejudice to the Subcontractor's own responsibility;

Article 19. Performance of the Activities and Services

19.1 In addition to the provisions of article 17, the Subcontractor's obligations for Activities and Services shall be for its own account and include, without limitation:

- a. performing all measurements and complying with all dimensions based on the principal dimensions to be specified by BN, consisting of heights and grid lines, required for the Activities;
- b. taking the performance of activities by third parties into account while carrying out the Activities. The parties shall consult in order to attempt to avoid any stagnation;
- c. taking protective measures in order to prevent the work carried out (regardless of who has carried it out), the construction site, adjoining and/or other buildings, sites, ground and/or surface water and/or the public road or parts thereof from being damaged and/or polluted.

19.2 Demonstrably calibrated measuring equipment must be used for all dimensions and/or measurements. Equipment must be calibrated at the intervals applicable to the equipment in question. If no specific intervals have been laid down, the equipment in question shall be calibrated at least once per year.

The Subcontractor shall at all times submit calibration reports to BN at BN's first request.

19.3 The Subcontractor shall keep the construction site clean and safe while carrying out the Activities which the Subcontractor is required to carry out. Unless agreed otherwise, the prices stated in the Agreement shall be deemed to include the costs of separate disposal and/or processing, or disposal and/or storage, of all packaging, waste and the like resulting from the Delivery or Activities by the Subcontractor.

19.4 Waste materials which, according to the Dutch Environmental Management Act (*Wet Milieubeheer*) and/or other relevant environmental legislation can qualify as being hazardous substances shall remain the property of the Subcontractor and must immediately be removed from the site by the Subcontractor. The Subcontractor shall provide copies of the report forms under the Environmental Management Act and/or other relevant environmental legislation.

Article 20. Transfer, outsourcing and hiring of external workers by the Subcontractor

20.1 The Subcontractor shall refrain from transferring or outsourcing the performance of part or all of the Agreement to a third party or from hiring any external or other workers made available to it by a third party without BN's prior written permission. BN may attach conditions to its permission.

20.2 Transfer, outsourcing or hiring of external workers as referred to in paragraph 1 of this article shall be without prejudice to the Subcontractor's obligations in respect of BN pursuant to the Agreement and/or these General Terms and Conditions.

20.3 If, after having obtained permission, the Subcontractor transfers or outsources all or part of the Activities, Delivery or service provision to BN to another party, or if any workers are made available to the Subcontractor by a third party, the Subcontractor shall draw up a written agreement to such effect. Such agreement shall explicitly state that (i) these General Terms and Conditions constitute an integral part of such agreement, and (ii) these General Terms and Conditions constitute an integral part of any agreement to be entered into by such third party. In its agreement with third parties, the Subcontractor shall have the legal status of client and the third party shall have the legal status of contractor, in accordance with the provisions of these General Terms and Conditions which are applicable between BN and the Subcontractor. It shall thus be ensured that these General Terms and Conditions are passed on in the chain of general contractors / clients / suppliers and apply in full.

20.4 If so requested by BN, the Subcontractor shall immediately provide BN with a copy of the agreement with the third party.

20.5 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 any 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.

20.6 If this obligation of the Subcontractor is not complied with, BN shall also have the right, after sending a written warning, to - on behalf of the Subcontractor - directly pay any claims of said third parties that have been found to exist. 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 amounts owed to the Subcontractor; BN shall inform the Subcontractor accordingly in writing.

20.7 If any 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 21. Confidentiality

21.1 The Subcontractor undertakes to observe confidentiality regarding the existence and content of the Agreement and regarding the nature and content of all oral and written information it receives from BN, unless disclosure to third parties is necessary in connection with the performance of the Agreement, while imposing (at least) equivalent confidentiality obligations.

21.2 Without BN's prior written permission, the Subcontractor shall not be allowed to make any statements or post any publications concerning the existence and content of the Agreement, the Activities and/or the Delivery in or on any media (including the Subcontractor's website), or to use BN's name and/or logo for any business or commercial purposes.

Article 22. Non-competition

22.1 The Subcontractor shall not be permitted, either directly or indirectly via a group company or a subsidiary or a consortium of any nature or through any third-party intermediary, to make quotations and/or offers to the Principal which directly or indirectly relate to the performance of the Agreement, the relevant assignment by the Principal to BN and/or the relevant project of BN.

22.2 The Subcontractor shall refrain from all direct contact with the Principal as regards the performance of the Agreement, the assignment in question and/or BN's project in question, unless prior written permission has been given for such direct contact.

Article 23. Passing of title

23.1 Title to the goods shall already transfer prior to the actual 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. If requested by BN, the Subcontractor shall immediately cooperate on having a further proprietary statement prepared.

23.2 Any and all equipment associated with the Agreement and made available to the Subcontractor by BN or manufactured by the Subcontractor or by third parties for the purpose of the Agreement shall remain or become BN's property.

23.3 The Subcontractor shall hand over the equipment referred to above to BN no later than during the actual delivery of the goods or completion of the Activities.

Article 24. Security, suspension, setting off and prohibition on assignment

24.1 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.

24.2 BN shall have the right to suspend all payments if the Subcontractor fails or threatens to fail to comply with one or more obligations pursuant to the Agreement and/or these General Terms and Conditions.

24.3 The Subcontractor declares to waive any right to suspension (*opschortingsrecht*), including, but not exclusively, the right of retention (*retentierecht*).

24.4 Payment of all or part of the Delivery or Activities by BN does not constitute any waiver of its rights resulting from the Agreement and/or these General Terms and Conditions and does not release the Subcontractor from any obligation and/or liability. BN shall have the right to set off any amounts owed to the Subcontractor against any amounts owed to BN by the Subcontractor.

24.5 The Subcontractor's claims on BN cannot be transferred (within the meaning of Article 3:83(2) of the Dutch Civil Code) and cannot be pledged (within the meaning of Article 3:83(2) of the Dutch Civil Code in conjunction with Article 3:98 of the Dutch Civil Code). This provision shall have property law effect.

Article 25. Termination

25.1 Other than in the events specifically stipulated in the Agreement, 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.

25.2 If BN terminates the Agreement prior to the end of the Agreement, BN shall compensate all goods, services and work already delivered by the Subcontractor and accepted by BN as agreed, plus reasonable compensation for any demonstrable damage or loss, costs and loss of income or turnover which the Subcontractor may incur due to BN's failure

to complete the Agreement. This reasonable compensation shall at most be 2% of the agreed price of the part that has not been performed. The total amount of the compensation to the Subcontractor under this article shall never exceed the order/contract price.

Article 26. Replacement, dissolution

26.1 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 all or part of the Agreement without any notice of default or judicial intervention being required if:

- a. the agreed completion time or 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;
- f. there is a violation of (the application of) the Code of Conduct;
- g. direct or indirect control over the Subcontractor or part of the Subcontractor changes due to acquisition or transfer as well as due to companies being joined together.

26.2 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.

26.3 In the events referred to in paragraphs 1 and 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 Activities contracted by the Subcontractor or to have such equipment used for such purpose without charge. If an event as referred to in paragraphs 1 or 2 occurs, all claims by BN on the Subcontractor shall be immediately and fully due and payable.

V. Guarantees, damage or loss and liability

Article 27. Guarantees

27.1 The Subcontractor shall guarantee that Delivery and/or the Activities, including any goods and materials used:

- a. are as agreed in the Agreement;
- b. are of good quality, without any 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, standard provisions and rules, including those of local, regional, national and European authorities and utilities companies.

27.2 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.

27.3 The Subcontractor shall immediately and for its own account repair or properly remedy any and all defects in the Delivery and/or the Activities which are found on delivery, completion or within the guarantee period, unless the Subcontractor proves that the defect is due to improper or careless use, or qualifies as normal wear and tear that can be expected as a result of the actual use.

27.4 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.

27.5 Unless agreed otherwise:

- a. the guarantee period referred to in this article shall be 12 months;
- b. the guarantee period shall commence as per the date of Delivery, and in case of partial deliveries as per the date of the last partial delivery;
- c. the guarantee period for Activities shall commence after the end of the maintenance period (in the case of no maintenance period: upon completion).

27.6 If anything is replaced or repaired within the guarantee period, the guarantee agreed for the relevant part of the Activities and/or Delivery shall start to run anew.

27.7 Any guarantees as regards the Delivery and/or the Activities 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 third parties hired by the Subcontractor and to hand such over no later than at the time of completion of the Subcontractor's Activities. The relevant guarantee texts shall state that they apply for the benefit of BN and the Principal.

27.8 If and in so far as any guarantee provided by the Subcontractor under the Agreement has been formulated less far reaching than that to which the Subcontractor is held under the Agreement, this shall in no way release the Subcontractor from any of its guarantee obligations under the Agreement, regardless of whether BN has pointed out the same to

the Subcontractor when handing over the guarantee or not.

Article 28. Liability, damage and loss

28.1 The Subcontractor shall be liable for any damage or loss incurred by BN and/or any third parties as a consequence of the performance of the Agreement by or on behalf of the Subcontractor unless the Subcontractor demonstrates that such damage or loss is not attributable to the Subcontractor. Third parties include the Principal, employees of BN and any third parties engaged by BN.

28.2 If the Subcontractor has received written notice of default from BN and fails to (properly) repair the defect or repair it in good time, 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. In derogation from the provisions in the previous sentence, if repairing the defect does not tolerate any delay, prior written notice of default shall not be required. The Subcontractor shall directly compensate BN for any associated cost incurred.

28.3 Without prejudice to the applicable guarantees, the Subcontractor shall be liable for any hidden defects. Any legal claims of BN on the Subcontractor in relation to hidden defects shall become statute-barred (i) five years after the end of the maintenance period between BN and the Principal or (ii) ten years after the end of the maintenance period between BN and the Principal in case of threatening collapse or unsuitability of use. If no maintenance period has been agreed between BN and the Principal, the aforementioned statutory limitation periods shall commence upon completion and handover from BN to the Principal.

28.4 If two or more Subcontractors have jointly accepted an assignment they shall be jointly and severally liable for the entire performance and any consequences thereof.

28.5 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.

Article 29. The Subcontractor holding BN harmless and indemnifying BN

29.1 The Subcontractor shall hold BN harmless and indemnify BN against, and BN shall have the right to recover from the Subcontractor:

- a. any claims of third parties, including the Principal, on BN to compensate any damage or loss incurred in connection with a failure by the Subcontractor to comply with its statutory obligations or its obligations under the Agreement or an unlawful act by the Subcontractor;
- b. any claims on BN of employees of the Subcontractor or of contractors or subcontractors of the Subcontractor;

- c. any penalties, fines and/or sanctions imposed on BN and/or the Principal in connection with the Subcontractor's failure to comply with the legislation and regulations;
- d. any damage or loss caused to third-party property by the Subcontractor.

29.2 If BN so requests, the Subcontractor shall immediately pay the amount in question, plus the statutory commercial interest rate from the time of payment by BN, without prejudice to BN's entitlement to compensation of the actual damage or loss incurred.

29.3 If any failure to comply with the Law, the Code of Conduct or these General Terms and Conditions leads to BN being held liable by third parties, regardless of the reason, the Subcontractor shall hereby indemnify BN and hold BN harmless against all consequences and damage or loss in this respect and against any third-party claims in this regard.

Article 30. Insurance

30.1 The Subcontractor is obliged to:

- a. take out insurance on the equipment it uses to cover liability for:
 - i. material damage or loss including damage to underground objects; and
 - ii. damage or loss caused to people and personal injury; and
 - iii. any and all damage or loss resulting from i. and ii.
- b. 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 damage or loss of €2,500,000 per event for equipment that may be regarded as a motor vehicle;
- c. take out business liability insurance (Dutch: *A.V.B.*) providing a minimum cover of €2,500,000 per event including employer's liability cover and, if deliveries are made or are also made, product liability;
- d. if agreed, take out professional liability insurance providing professional liability cover for at least €2,500,000 per event,
- e. have taken out incapacity for work insurance; and
- f. if the Subcontractor hires, directly or indirectly, a self-employed professional, ensure that the self-employed professional has incapacity for work insurance.

30.2 The policies to insure the liabilities referred to above shall comply with the following requirements:

- a. The 'Client' (i.e. BN is the Subcontractor's Client) shall be named as the co-insured party in such capacity;
- b. the insurance shall offer primary cover (invoking any insurance policies taken out elsewhere shall not be permitted);
- c. the policy conditions shall not include any recourse or any form of recourse in respect of BN.

30.3 The Subcontractor shall always pay its

premium(s) in good time.

30.4 The Subcontractor shall immediately provide BN with a copy of the policy and/or proof of payment in question if BN so requests.

30.5 Any damage or loss not covered and the applicable excess shall remain for the account of the party whose risk this is pursuant to the Agreement or the law.

30.6 If the Subcontractor is co-insured on a policy taken out by BN, and damage or loss attributable to 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.

VI. Legislation and regulations

Article 31. Legislation, Collective Labour Agreement (CLA), Code of Conduct, Consequences of Non-Compliance

31.1 The Subcontractor is expected to be familiar with the Law.

31.2 The Subcontractor undertakes to comply with the Law, as well as any applicable CLA, and to make sure that the Subcontractor's 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 applicable CLA.

31.3 The consequences of compliance with a statutory provision or a government decree, or any changes thereto, which take(s) 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 32. Dutch Compulsory Identification Act (*Wet op de identificatieplicht - Wid*) and Dutch Foreign Nationals Employment Act (*Wet Arbeid Vreemdelingen - Wav*)

32.1 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).

32.2 The Subcontractor shall proactively provide BN with all the information which BN needs to be able to establish that the Subcontractor complies with the *Wid* and the *Wav* before the Activities start.

32.3 Among other things, the Subcontractor shall warrant that the natural persons referred to in paragraph 1 of this article:

- a. have a Dutch BSN number;
- b. have a valid passport, based on which the identity of the person to be engaged can be established before the Activities start. If and in so far as is legally required, the following personal details

can be recorded in BN's and the Subcontractor's records:

- name, address and residence details;
- the date of birth;
- the BSN number;
- the nationality;
- the type of ID, number and term of validity;
- the 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 Activities start.

32.4 In the case of a self-employed professional (see article 38) and to the extent that this is mandatory pursuant to the *Wav*, the Subcontractor shall provide the following to BN before the Activities start: copies of a valid passport and/or the documents referred to in paragraph c of article 3. These documents shall 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 Activities.

32.5 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 has the right to check periodically (randomly) whether this obligation is met. BN may deny access to the construction site to any person failing to comply with this obligation or remove such person from the construction site.

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

33.1 The Subcontractor has been registered in the Business Register in good time and correctly in keeping with the Dutch Placement of Personnel by Intermediaries Act (*Waadi*).

33.2 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 Business Register in good time and correctly in keeping with the *Waadi*.

Article 34. Personal Data

34.1 When any personal data is processed by BN and the Subcontractor for the purpose of the Agreement, the parties shall observe the General Data Protection Regulation and any other applicable laws and regulations on processing personal data. The

Subcontractor declares to be familiar with these laws and regulations.

34.2 The Subcontractor shall cooperate fully to provide personal data to BN, at least to the extent that BN is legally required to have such personal data. The Subcontractor vouches without any reservations that the personal data provided by the Subcontractor is correct and that the data has been lawfully obtained.

VII. Taxes, social security premiums and wage payments

Article 35. Subcontractors' liability

35.1 BN has the right to withhold 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 on behalf of the Subcontractor.

35.2 The Subcontractor shall hold BN harmless against any claims of 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*), these General Terms and Conditions or this article, such as wage tax and social security premiums, additional tax assessments, fines, penalties and interest on tax due not having been paid. The Subcontractor shall compensate BN immediately if so requested.

Article 36. Recipient's liability (if external workers are hired)

36.1 The Subcontractor shall warrant that it complies with and takes care of its statutory obligations to pay wage tax, social security premiums, employed persons insurance premiums and the income-related health insurance (Dutch *Zvw*) premium and turnover tax, together with any contributions imposed on BN in relation to industry-specific schemes as laid down in the applicable collective labour agreement.

36.2 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.

36.3 If the regulations governing the transfer of the turnover tax liability apply, 20% of the wage cost component shall be deposited in the G account.

36.4 If external workers are hired from a stock-listed Subcontractor whose registered office is in an OECD country, no deposit need be made in the guarantee account if the Subcontractor has a statement from the tax authorities and if the Subcontractor or its operating company are listed in the SNA register.

36.5 The Subcontractor shall hold BN harmless against any claims of third parties, especially the tax authorities, due to non-compliance with obligations resulting from the Dutch Wages and Salaries Tax, VAT and National Insurance Contributions (Liability of Subcontractors) Act (*Wet Ketenaansprakelijkheid*),

these General Terms and Conditions or this article, such as wage tax, VAT, social security premiums, additional tax assessments, fines, penalties and interest on tax due which sums have not been paid. The Subcontractor shall compensate BN immediately if so requested.

Article 37. Regulations governing the transfer of the VAT liability

37.1 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 which constitute a tax entity for turnover tax purposes), the Subcontractor's invoices shall be arranged accordingly.

Article 38. Subcontractor's liability for wage payments

38.1 If the Subcontractor and/or any third parties hired by the Subcontractor fail(s) to comply with its/their obligations as regards General Terms and Conditions of employment pursuant to the Law, the applicable collective labour agreement or any other, delegated legislation 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 from the time of payment by BN. This shall be without prejudice to the possibility for BN to claim compensation of the entire damage or loss from the Subcontractor.

Article 39. Self-employed professional without any staff

39.1 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. weekly: a summary of the hours worked (if applicable), and

b. from time to time: proof of turnover tax payment.

39.2 The self-employed professional shall not engage any third party and/or shall not make use of any (hired) workers made available to the self-employed party by a third party.

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

VIII. Monitoring compliance

Article 40. Audit

40.1 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 General 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 General Terms and Conditions.

40.2 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.

40.3 The Subcontractor is aware that BN may conduct a specific investigation regarding compliance with social security laws and regulations, such as the *Wid, Wav, Waadi*, the Dutch Labour Market Fraud (Bogus Schemes) Act (*Wet Aanpak Schijnconstructies*), the Dutch Terms of Employment in Cross-border Work Act (*WAGA*), the applicable CLA, the Dutch Working Hours Act (*Arbeidstijdenwet*), the Dutch Occupational Health and Safety Act (*Arbeidsomstandighedenwet*), etc. The Subcontractor is obliged, if necessary and allowed according to the Law, make all relevant documents available to BN if so requested, including, without limitation:

- a. employment contracts or examples of employment 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.

40.4 Inspection or approval by BN shall not release the Subcontractor from any guarantee or liability resulting from the Law, the Agreement or these General Terms and Conditions.

IX. Final Provisions

Article 41. Disputes, Applicable Law

41.1 Dutch law shall apply to the relationship between the Subcontractor and BN. The Convention on the International Sales of Goods (CISG) shall not apply.

41.2 Any and all disputes, including a dispute that only one of the parties considers to be a dispute, arising as a result of this Agreement or any other agreements arising therefrom, which cannot be resolved amicably, shall, at BN's discretion, either be settled by the civil court or by means of arbitration by the Arbitration Board for the Building Industry in The Netherlands in accordance with the rules as laid down in the Articles of Association of the Arbitration Board for the Building Industry in The Netherlands as at three months before the date that this Agreement was concluded.

41.3 Any disputes in which BN and the Principal become involved and for which BN and/or the Principal wish to institute legal proceedings against or wish to implead the Subcontractor shall not be covered by

paragraph 2. In such events, BN and the Subcontractor shall submit to the dispute resolution procedure as stated in the agreement between BN and the Principal.

41.4 If the Subcontractor wishes to bring action in respect of one or more disputes concerning this Agreement or resulting therefrom, BN shall give notice of its choice in writing as soon as possible, but within a maximum of 30 calendar days. If there is an urgent interest for the Subcontractor in obtaining preliminary relief, it can shorten this period to five workdays. BN's preference, communicated in writing, shall be the competent body for such dispute. If BN fails to give notice of its choice in good time, the regular civil court shall be competent to hear the dispute.

41.5 Paragraphs 1 and 2 are without prejudice to the possibility of requesting preliminary relief or taking protective measures such as seizing property before judgement.

41.6 The occurrence of any disputes shall not entitle the Subcontractor to suspend or alter its performance of the Agreement.