

## GENERAL PURCHASE CONDITIONS SYNDUS GROUP

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## CHAPTER 1: GENERAL

### Article 1: Definitions and applicability.

1. In these General Purchase Conditions (GPC) the following is understood by the terms below:
  - o Syndus: Syndus and/or one or more of her subsidiary or group companies as in article 2:24b BW, among which are ferris B.V., amerplastics B.V., arentis B.V., konstruktis B.V., syndus groupservices B.V., syndus beheer B.V.;
  - o Contractor: The party Syndus negotiates with about the realization of the Agreement and/or Syndus concludes the Agreement;
  - o Subcontractor: A (legal) person forwarded by the Contractor (directly or indirectly) for the purpose of the execution of the Purchase;
  - o Agreement: The agreement between Syndus and the Contractor concerning the execution of the Performance (including the associated appendixes);
  - o Performance: The Performance to be executed by the Contractor according to the Agreement, consisting of the delivery of goods, and/or the execution of work and/or the carrying out of activities and/or services and/or other proceedings or activities related to the aforementioned;
  - o Main Contracting Agreement: de agreement between the Principal and Syndus;
  - o Principal: The Contractor as mentioned in the Main Contracting Agreement;
  - o Work: The work to be delivered by Syndus to the Principal, based on the Main Contracting Agreement.
2. These GPC apply to the Agreement, as well as all applications, quotations, proposals, orders, order confirmations, agreements and other legal acts with regard to the performances to be performed by the Contractor for the purpose of Syndus.
3. Deviations from and/or additions to these GPC only apply if agreed upon in writing by Syndus and the Contractor.
4. General terms and conditions of the Contractor, under any name whatsoever, do not apply to the Agreement.
5. If a provision of the Agreement conflicts with or deviates from a provision in these GPC, the provision of the Agreement prevails.
6. The invalidity of a provision from the agreement and/or these GPC has no consequences for the validity of other provisions of the Agreement and these GPC.
7. If the Agreement (also) relates to the delivery of goods, regardless of the title of the Agreement, in addition to Chapter 1: General, Chapter 2: Deliveries also applies. In the event of a conflict between the provisions of both chapters, the provisions of Chapter 2: Deliveries shall prevail.
8. If the Agreement (also) relates to the contracting of work or hiring, regardless of the title of the Agreement, in addition to Chapter 1: General, Chapter 3: (Sub)contracting and hiring also applies. In the event of a conflict between the provisions of both chapters, the provisions of Chapter 3: (Sub)contracting shall prevail.
9. In case of translation of this GPC into a language other than Dutch, only the Dutch language is authentic for the interpretation of this GPC.

### Article 2: Contractor Quotations.

1. A request from Syndus to issue a quotation comes without any obligations. All costs involved in drawing up a quotation/contract are for the account of the Contractor.
2. A quotation from the Contractor is irrevocable, unless the Contractor has explicitly stated in the quotation, in writing, that it is revocable.
3. The contractor will keep his offer valid for a period of two months at least. If the Contractor submits his offer in the context of participation in a tendering procedure by Syndus, the Contractor must honor his offer until six months after the Principal has granted the Work to Syndus.
4. The Contractor guarantees that the quotation(s) has (have) been established in a lawful manner, and in particular that this (these) quotation(s) has (have) been concluded without an agreement or coordination with third parties, as a result of which competition is or will be prevented or limited and/or prices have been or will be increased as a result.

### Article 3: Realization of the Agreement.

1. An Agreement is only concluded:
  - a. Until after the Contractor has signed the unaltered Agreement that Syndus sent to the Contractor with the request to the Contractor to return it unaltered and signed within 8 days after the date of receipt; or,
  - b. If the Contractor fails to return the Agreement within 8 days of the date of receipt, by not objecting in writing to the content of the Agreement or by commencing the performance of the Agreement. As a result, the Contractor is deemed to have accepted the Agreement on the terms and conditions in the Agreement and subject to the applicability of these GPC. As long as the Agreement has not been signed and returned, no payment will be made by Syndus.
2. If two or more Contractors have (or are deemed to have) jointly accepted the Agreement, they are jointly and severally liable for the realization of the Performance and the resulting consequences.
3. If the Agreement contains contradictions and/or errors and/or omissions, the Contractor must point this out to Syndus as soon as possible before signing or (if this is taking place earlier) executing the Agreement.
4. Additions and changes to provisions in the Agreement are only binding for Syndus if they have been accepted by Syndus in writing.
5. In the event of a Main Contracting Agreement, the Agreement is entered into under the suspensive conditions that this Main Contracting Agreement is unconditionally concluded, and that the engagement of the Contractor is approved by the Principal.

**Article 4: Execution of the Agreement, prices.**

1. The Agreement also includes all activities that by their nature belong to the Agreement or Performance. Such deliveries/activities therefore do not entitle to additional payment.
2. The Contractor is obliged to observe the requirements of good and proper work, as well as the requirements and instructions of the government and utility companies, in the execution of the Agreement.
3. Without the consent of Syndus, the Contractor is not permitted to contact or maintain contact with the Principal and/or its advisers and representatives regarding the Performance directly or through any party other than Syndus, nor to offer the Principal and/or its advisers and representatives any quotations and/or offers for any changes or extensions to the Performance.
4. The Contractor must execute the Agreement according to Syndus' schedule and in such a way that the activities of Syndus and/or third parties are not disrupted. In the event of (imminent) deviation from the schedule, the parties will consult with each other as soon as possible about the possible consequences of that deviation.
5. The Contractor himself will provide the necessary resources and equipment and will periodically inspect this equipment in accordance with the legal requirements and provide it with an inspection mark. The Contractor will show the inspection reports on request.
6. The Contractor is deemed to be familiar with all regulations issued by or pursuant to the law with regard to the Work and must comply with and observe them. Permits granted or exemptions related to the execution of the Work are available for inspection by the Contractor.
7. The Contractor undertakes to comply with and observe all regulations referred to in the previous paragraph relating to the Performance. The Contractor will compensate Syndus for all damage and costs caused by non-compliance thereof and indemnify Syndus against claims from third parties in this respect, including all measures taken by the government to enforce those regulations.
8. Syndus is authorized to require changes to the scope and/or the quality of the Performance. If, in the opinion of the Contractor, this has consequences for the agreed fixed price and/or delivery time, the Contractor will inform Syndus about this before acting on the change, no later than 8 days after the notification of the desired change has been sent. If those consequences for the price and/or the delivery time are unreasonable in the opinion of Syndus, Syndus has the right to dissolve the Agreement by means of written notification to the Contractor. A dissolution on the basis of this paragraph does not entitle the Contractor to any compensation for any resulting damage. The Contractor may not make any changes to the Performance without written order or permission from Syndus.
9. Agreed prices are fixed and non-deductible, are in Euros, exclusive of VAT, including packaging and based on the delivery condition 'delivered duty paid (DDP)', according to the version of the Incoterms published by the International Chamber of Commerce (ICC) at the time of the conclusion of the Agreement.

**Article 5: Laws, regulations and permits.**

1. The Contractor must ensure that the Performance complies with, and that the execution of the work takes place in, accordance with all relevant laws and regulations.
2. In particular, the Contractor must also comply with the Foreign Nationals Employment Act, the Aliens Act, the Allocation of Workers by Intermediaries Act and the Sham Constructions Act.
3. The Contractor is obliged to comply with the provisions of the Collective Labour Agreement (CLA) applicable to the work and guarantees that it also obliges the Subcontractor to comply with that CLA, whereby the Subcontractor must record that this obligation is laid down in all subsequent agreements up to the end of the subcontracting chain (the so-called 'duty to pass on').
4. The Contractor enables Syndus to ascertain, among other things by granting access to its physical administration and digital files, that the Contractor complies with the agreements referred to in this article.
5. The Contractor itself will arrange for any permits required in connection with the performance of the Agreement, unless otherwise agreed in the Agreement. (S)he also guarantees that Subcontractors have the required permits.

**Article 6: Quality, warranty, inspection and Examination.**

1. The Contractor guarantees that the Performance complies with the Agreement. Furthermore, that delivered goods have the properties that have been promised and those that Syndus could reasonably expect, are free from defects, are suitable for the purpose for which they are intended and comply with all government regulations as well as safety and quality standards applicable within the industry, all as they apply at the time of delivery.
2. Without prejudice to the provisions of the Agreement or these GPC, the Contractor will provide a guarantee that is at least equal to the guarantee that Syndus itself must provide to the Principal. If the manufacturer's warranty is more extensive than the warranty described in the previous sentence, the manufacturer's warranty will apply.
3. Repair or replacement within the warranty will be carried out within a reasonable period to be determined by Syndus, entirely at the expense of the Contractor.
4. If the urgency with which repair or replacement must be carried out under the guarantee requires this, Syndus is authorized to carry out the repair or replacement (or have it carried out) at the expense of the Contractor. Syndus will notify the Contractor of this.
5. Syndus, the Principal and/or the project management have the right to inspect and/or test (part of) the Performance during processing, manufacturing, storage or transport. For the purpose of the inspection and/or testing, the contractor will make the facilities, equipment and personnel available to Syndus to be able to carry out the inspection and/or testing.
6. The Contractor will ensure that the Performance will be realized in accordance with the agreed quality standards. The Contractor will provide evidence of this at Syndus' first request.
7. Contractor cannot derive any rights from the results of an inspection and/or testing.
8. If Syndus rejects (a part of) the Performance during an inspection or test, the Contractor will repair or replace (the rejected part of) the performance at Syndus' request immediately at its own expense and risk.
9. If the Contractor does not replace or repair the rejected Performance or the rejected part of the Performance, Syndus has the right to replace or repair the rejected Performance or the rejected part of the Performance at the expense and risk of the Contractor.
10. Approval, inspection, testing and/or repair of the Performance after rejection does not release the Contractor from any guarantee or liability under the Agreement.

**Article 7: Suspension and settlement.**

1. If the Contractor does not fulfill its obligations and/or in case of rejection of the Performance as referred to in Articles 6, 23 and 25, Syndus may suspend its payment obligations towards the Contractor until the Contractor has fulfilled its obligations.
2. Syndus may settle the amounts owed by it to the Contractor in connection with the Agreement against all claims that Syndus and/or a party or parties associated with Syndus has/have against the Contractor.
3. Syndus may settle amounts owed by it to the Contractor in connection with the Agreement against claims that Syndus or one of its group companies has against the Contractor in connection with payroll taxes and VAT that have not yet been paid by the Contractor and/or its Subcontractors, for which Syndus can be held liable on the basis of Articles 34 and 35 of the Collection Act 1990.
4. In the event of (imminent) bankruptcy of the Contractor, Syndus has the right to pay claims from its Subcontractors on the Contractor with regard to the Performance directly to those Subcontractors. The Contractor will be simultaneously informed about this by Syndus. In that case, the Contractor's claim on Syndus will be reduced by an equal amount.
5. In the event of a moratorium on payments or (imminent) bankruptcy of the Contractor, Syndus has the right to suspend its payment obligations until Syndus has received an indemnifying statement from the Tax Authorities, showing that Syndus will not be held liable on the basis of section 1 of Chapter VI of the 1990 Collection Act on account of the wrongful non-payment by the Contractor and/or its Subcontractors of the payroll taxes and VAT referred to in the aforementioned articles of law. The Contractor is obliged to ensure that the said indemnifying statement is obtained.
6. The Contractor waives any right of suspension and/or retention and any right to settlement.

**Article 8: Prohibition of subcontracting and Assignment.**

1. The Contractor is not authorized to have the Performance or part thereof executed by a third party or to transfer its rights under the Agreement, except after written approval has been obtained from Syndus.
2. If the Contractor assigns the realization of the Performance, in whole or in part, to a third party with due observance of Article 8.1, it must enter into a written agreement with that third party. The terms and conditions of the Agreement must form part of this, on the understanding that the Contractor assumes the legal position of the Client and the Subcontractor that of the Contractor. By way of a perpetual clause, the Contractor will impose the obligations under this article on its Subcontractor, on pain of a penalty immediately due and payable by Syndus, equal to the part of the contract price that is regarded as a wage cost component, without prejudice to Syndus' right to full compensation.
3. Without the prior written consent of Syndus, claims that the Contractor has or will acquire on the basis of the Agreement cannot be assigned, pledged or otherwise transferred to third parties. With regard to the claims referred to in the previous sentence, transferability is excluded, as referred to in article 3:83 paragraph 2 of the Dutch Civil Code, which exclusion has property law effect.

**Article 9: Intellectual Property and Privacy.**

1. Data, models, drawings, images, calculations, working methods and procedures provided by Syndus remain the property of Syndus and, other than for the benefit of the Performance, may not be multiplied, copied or handed over to third parties by the Contractor or be made public or otherwise utilized.
2. The Contractor guarantees that the realization of the Performance will not infringe the intellectual property rights (including copyright, patent law, design law and trademark law) of third parties. The Contractor indemnifies Syndus against claims from third parties due to infringement of these rights and will compensate Syndus for damage resulting from this upon first request.
3. The Contractor is not permitted to use the name Syndus and/or the Syndus logo without prior written permission from Syndus.
4. Unless otherwise agreed in writing with the Contractor, Syndus may, without further restrictions, store, process and (re) use all information that Syndus obtains during the performance of the Agreement.
5. The Contractor guarantees that all data provided has been lawfully obtained by him and made available to Syndus, and that the data (and the provision thereof) do not infringe the rights of third parties.
6. The Contractor indemnifies Syndus against all claims or actions by public authorities and / or individuals against Syndus arising from any infringement by the Contractor and / or its data processor of the rights of third parties or obligations arising from applicable privacy legislation.
7. The Contractor is obliged to immediately report any data breaches involving personal data and for which Syndus is (jointly) responsible within the meaning of Regulation (EU) 2016/679 and the applicable executing legislation to Syndus in accordance with the procedure for reporting data leaks from Syndus.

**Article 10: Disputes and applicable law.**

1. The Agreement is governed by Dutch law, with the exclusion of the Vienna Sales Convention (Treaty Series 1986, 61).
2. All disputes arising as a result of or in connection with the Agreement will be settled by the competent civil court of Syndus' registered office, or - if the agreement between Syndus and the Principal prescribes a different method of dispute settlement - the body as defined in that agreement between Syndus and the Principal.
3. Violation of this article obliges the offending party to pay compensation for all resulting damage, including the full legal costs (also insofar as they exceed the usual liquidation rates), whereby the administration of the other party provides compelling evidence for this damage.

**Article 11: Guarantees.**

1. If no guarantees are included in the Agreement, the Contractor must provide Syndus with all guarantees that Syndus must provide to the Principal on the basis of the Main Contracting Agreement, insofar as those guarantees relate to the Performance.
2. The Contractor must repair the defects occurring during a warranty period at its own expense and risk and at the first notice of and in consultation with Syndus as soon as possible, unless the Contractor provides evidence that the defects are not for its account and/or risk.
3. Any guarantees provided by the Contractor that are different from the guarantees referred to earlier in this article will never result in the guarantees referred to earlier in this article being excluded or limited in scope or duration.
4. Syndus may have a defect repaired at the expense of the Contractor if the Contractor does not, not timely or not properly repair the defect after written notice of default. If the recovery cannot be delayed, a prior written notice of default is not required - contrary to the provisions of the previous sentence.
5. This article does not affect the Contractor's liability under the Agreement and the law.
6. After replacement or repair within the warranty period, the agreed warranty starts again for the relevant part of the delivered items.

**Article 12: Liability and indemnity.**

1. The Contractor is liable for all damage that Syndus suffers as a result of a failure by the Contractor to fulfill its obligations under the Agreement and for damage caused by the Contractor to property of Syndus.
2. Syndus has the right to repair defects as a result of a shortcoming of the Contractor in the fulfillment of its obligations under the Agreement, or have them repaired immediately and at the expense and risk of the Contractor.
3. The Contractor indemnifies Syndus in and out of court, and Syndus has the right to claim from the Contractor:
  - a. Claims of third parties (including Principal, personnel of and persons working at Syndus) against Syndus for compensation for damage suffered as a result of a breach of the Contractor in the fulfillment of its legal obligations, or of its obligations under the Agreement or an unlawful act on the part of the Contractor;
  - b. Claims of employees of the Contractor, and of Subcontractors and their employees on Syndus;
  - c. Fines and/or punitive measures imposed on Syndus and/or the Principal in connection with the non-compliance by the Contractor with laws and regulations;
  - d. Damage caused by the Contractor to the property of third parties.The Contractor will pay the relevant amount at the first request of Syndus, to be increased by statutory interest from the time of payment by Syndus, without prejudice to Syndus' right to compensation for (other) damage.
4. In the event of the Contractor's bankruptcy, Syndus has the right to at least 15% of the price agreed in the Agreement to the Contractor and to set it off against the claims of the Contractor, among other things as compensation for the fact that the Client has contractual and/or legal (guarantee) claims as a result of the bankruptcy of the Contractor, due to which said Contractor cannot perform in connection with (hidden) defects in the Performance. In addition, Syndus has the right to charge the actual damage and to set it off against the claims of the Contractor, if and insofar as the actual damage exceeds the aforementioned amount.

**Article 13: Insurance.**

1. The Contractor is obliged to:
  - a. Take out Liability Insurance for Companies (AVB) with a cover of at least EUR 2,500,000 per event, including cover for employer's liability in accordance with Articles 7: 658 and 7: 611 BW;
  - b. Adequately insure the equipment deployed by him against property and personal damage, including the resulting damage, caused by or in connection with the use of the equipment;
  - c. Arrange an insurance cover for any equipment that can be regarded as a motor vehicle in accordance with the provisions of the Motor Insurance Liability Act (WAM) with a cover of at least EUR 6,070,000 per event. The work risk must also be insured.
2. If the Agreement implies in whole or in part that items under any title whatsoever are made available to or by Syndus, the Contractor is obliged to adequately insure these items for the benefit and satisfaction of Syndus, which should in any case include the risk of loss, theft, damage, fire and legal liability.
3. At Syndus' first request, the Contractor will provide Syndus with a copy of the relevant policy (ies).
4. If the Contractor is co-insured under a policy of Syndus, the Contractor is obliged in the event of damage caused by the Contractor to compensate the deductible in the event of a claim or any damage not covered under the policy.

**Article 14: Invoicing and payment.**

1. Payment takes place in accordance with the Agreement and depending on the progress of the work or the delivery and approval by Syndus, and only if the Contractor has fulfilled its obligations towards Syndus, and the obligations imposed by Syndus with regard to invoicing and the fulfillment of obligations of the Contractor under the Social Insurance Financing Act and the Wages and Salaries Tax Act and the Sales Tax Act.
2. Before invoices are processed and - where applicable - prior to the submission of the first installment statement, the signed Agreement must be in the possession of Syndus.
3. Payment must be made within 60 days of receipt and approval of the invoice, unless a different payment term has been agreed in the Agreement.
4. Syndus is only obliged to pay:
  - a. After receipt by Syndus of the Agreement signed by the Contractor and Syndus;
  - b. If the Performance or the part thereof to which a payment or installment relates has been delivered or completed by the Contractor to the satisfaction of Syndus;
  - c. After receipt by Syndus of an invoice and the sources of confirmation of receipt and / or settlement statements signed by Syndus; and
  - d. After the Contractor has shown, on request, that it has declared and paid the payable payroll taxes and VAT to the Employees involved in the Performance and to the VAT to the appropriate authorities.As long as an invoice has not been submitted by e-mail to the email address indicated by Syndus, the invoice will not be processed, and Syndus' payment obligation is suspended so that it cannot be in default.
5. Syndus always has the right to pay the payroll taxes and VAT owed by the Contractor in connection with the Agreement and/or the Performance, for which it is jointly and severally liable on the basis of Article 34 or 35 or any other provision of the Collection Act of 1990 by payment into Contractor's blocked account within the meaning of the aforementioned articles of law.
6. By paying to the blocked account on the grounds of paragraph 5, Syndus fulfills its payment obligations towards the Contractor.
7. The Contractor is obliged to submit his invoice to Syndus for any amount still due to Syndus within three months after the delivery or completion of the Performance to Syndus, under penalty of forfeiture of any remaining right of claim against Syndus.
8. If Syndus wrongly fails to pay the amount owed on the basis of the Agreement on time, the Contractor is entitled to the statutory interest under Article 6: 119 of the Dutch Civil Code from the moment that Syndus is in default. Syndus will be in default only after notice of default stating a period of at least four weeks within which Syndus must still comply.
9. Syndus is entitled to set off claims against the Contractor of any of its group companies against its payment obligation to the Contractor.

**Article 15: Changes/Additional and less work.**

1. The Contractor can only rely on compensation for the financial consequences of a change and/or on the related postponement of the delivery date and/or agreed milestones, if and insofar the change, including the financial consequences and the related postponement has been agreed in writing.
2. The Contractor may only refuse to execute a change at the request of Syndus if the execution of the change:

- a. results in an unacceptable disruption in the performance of the Performance according to the standards of reasonableness or fairness, or
  - b. Require the Contractor to perform work that exceeds his technical knowledge and/or capacity, or
  - c. Endangers the safety of the project or person.
3. If the Contractor submits a proposal for change, it must include a proposal that includes at least the following:
    - a. A description of the change and how he intends to execute it;
    - b. Insight to what extent the change will lead to a change in the delivery date and any agreed milestones;
    - c. Insight into the financial consequences.
  4. Syndus may attach conditions to its consent to an amendment proposed by the Contractor.

#### Article 16: Shortcoming and Termination.

1. Syndus has the right to terminate the agreement in whole or in part if there is a shortcoming on the part of the Contractor in the fulfillment of its obligations under the Agreement, and the Contractor has not remedied the shortcoming after notice of default by Syndus within the term set by Syndus, without prejudice to the provisions of Articles 6:82 paragraph 2 and 8:83 BW. It is not required that the shortcoming is also attributable. Without prejudice to its other rights, including the right to claim for compensation, Syndus is entitled to have the Performance, in whole or in part (for the part thereof not yet executed), executed by a third party at the expense of the Contractor.
2. Syndus has the right to terminate the Agreement in whole or in part without notice of default if:
  - a. There is (an application for) (i) bankruptcy, (ii) suspension of payments, (iii) (partial) liquidation or (iv) a placement under legal restraint of the Contractor or of the (legal) person who fulfills the obligations of The Contractor has provided a guarantee or provided security, and/or
  - b. The Contractor transfers (parts of) its business or control thereof in whole or in part, or ceases all or part of its business operations, and/or
  - c. Preservatory or executory seizure is levied under the Contractor, and / or
  - d. Syndus has good reason to fear that the Contractor will not (be able to) fulfill its obligations under the Agreement.
  - e. The Contractor offers an agreement to creditors that is not regulated in the Bankruptcy Act.
3. All claims that Syndus in the art. 16.2 the aforementioned cases on the Contractor may have or obtain, will be immediately and fully due and payable.
4. In the event of termination of the Agreement on the basis of this article, Syndus has the right to use the equipment and materials present on the construction site (or have them used) for the completion of the Performance.
5. At the first request of Syndus, Contractor is obliged to provide additional security for the (remaining) fulfillment of the Contractor's obligations towards Syndus.

#### Article 17: Safety.

Syndus and the Contractor regard health and safety as a priority and are committed to the continuous improvement and maintenance of their performance in the field of safety and health for all employees and for everyone involved in their activities. The following applies in this respect, among other things

1. The Contractor must comply with the existing legal obligations with regard to working conditions and occupational safety with regard to the execution of the Performance.
2. The Contractor will ensure that safety measures are to be taken in connection with the Performance to be executed.
3. The Contractor will ensure that its employees adhere to the Syndus Safety Code of Conduct applicable at the time of the performance of the work. If the employees of the Contractor do not comply with the Syndus Safety Code of Conduct or if they have a negative effect on occupational safety in general, Syndus has the right to refuse the employees concerned access to the construction site.
4. The Contractor must keep accident statistics, including the IF rate, and report on this at the first request of Syndus.
5. The Contractor will ensure that only authorized and trained persons are deployed for the execution of the Performance.
6. The Contractor ensures that at least one employee is present on site who can communicate with Syndus on behalf of the Contractor in Dutch or in English.

#### Article 18: Confidentiality.

1. The Contractor is obliged to observe confidentiality with regard to all data, information and knowledge obtained from Syndus, both verbally and in writing, of which the Contractor knows or should have known the confidentiality.
2. The Contractor guarantees that his employees and all auxiliary persons employed by him will adhere to the same confidentiality obligation.

#### Article 19: Other provisions.

1. Headings above the articles are only intended to increase the readability of this AIV and are not a means of interpretation.
2. Provisions from the Agreement and these GPC which by their nature are intended to remain in force even after termination of the Agreement will remain in force after termination or full execution of the Agreement.

## CHAPTER 2: DELIVERIES

#### Article 20: Delivery of goods.

1. Unless otherwise agreed in writing, delivery takes place DDP (Incoterms valid at the time of the conclusion of the Agreement) to the delivery address specified by Syndus. The transport of the goods is therefore at the expense and risk of the Contractor.
2. Breakage and/or damage occurring during loading, transport and/or unloading and piling by the Contractor are at the expense of the Contractor, unless it is demonstrated that the damage was caused by the fault of (employees of) Syndus.
3. Unloading and piling outside the normal working hours of Syndus can only take place after its prior written approval, unless stipulated otherwise by agreement.
4. The goods must be packaged properly and in an environmentally friendly manner. The contractor is liable for damage to persons or property caused by insufficient packaging and/or damage or destruction of this packaging.

5. Deliveries must take place at the time specified in the agreement or within the period specified therein, or in accordance with the schedule agreed upon by the Parties, which always apply as strict deadlines for compliance. In this case, default occurs by operation of law when the same is exceeded, without any notice of default being required.
6. Failure to comply with any strict compliance period as referred to in paragraph 5 will result in the Contractor being obliged to compensate all damage suffered by Syndus upon first request.
7. If, for whatever reason, Syndus is unable to receive the goods at the agreed time according to the established schedule, the Contractor will keep and secure the goods at its expense and risk and take all reasonable measures to prevent deterioration in quality until they are delivered.
8. If the Contractor will not be able to complete the Performance at the time stated in the Agreement or in accordance with the delivery schedule established by Syndus, the Contractor is obliged to immediately notify Syndus thereof.
9. The Contractor is liable to Syndus for any fines or discounts on the contract price, which are given to Syndus by the Principal and/or the project management due to late delivery of (parts of) the Work as a result of delay attributable to the Contractor in the delivery of goods. Syndus has the right to recover these fines or discounts from the Contractor, also by deducting them from the payments that Syndus still owes the Contractor.
10. Without prejudice to the right of Syndus, at its discretion and assessment, to claim compliance with the Agreement with compensation, Syndus has the right if the delivery (ies) do(es) not take place at the agreed time and according to the agreed time schedule, the Agreement in accordance with the Agreement to dissolve or cancel Article 16 (Termination) of these general terms and conditions, each time without being obliged to pay compensation for damage and costs.
11. The Contractor will have the delivered goods accompanied by all necessary documentation intended to be able to use the delivered goods properly, as well as any inspection, test and control reports and warranty certificates.
12. Partial deliveries are only permitted after written permission from Syndus.
13. The Contractor is obliged to organize and maintain its organization in such a way that the origin of each part or each component of the delivery can be traced through, among other things, production and origin history.
14. Goods rejected in accordance with article 6, 22 or 25 of these GPC will be marked as such and - at the discretion of Syndus - be stored, processed or destroyed separately, at the expense and risk of the Contractor.

#### Article 21: Transfer of ownership.

1. The ownership of the goods to be delivered or to be manufactured is considered to have already passed to Syndus as soon as the Contractor has started processing these goods, obtained them from third parties, or manufactured them. In all other cases, ownership of the delivered items will pass to Syndus at the time of approval after delivery, as soon as the delivered items have been received by Syndus at the agreed place of delivery. The goods to be delivered are/remain at the risk of the Contractor until the moment they are received by Syndus.
2. Items made available by Syndus are and will remain the property of Syndus under all circumstances and will be marked and individualized as such by the Contractor in a manner recognizable to third parties. Said items are deemed to be in good condition and in accordance with the required specifications, unless the Contractor has made a written complaint within four working days of receipt. At the first request of Syndus, the Contractor will designate the said goods and pass on as well as hand over those goods to Syndus.
3. In the event that the goods delivered are rejected by Syndus, the goods delivered will remain the property of the Contractor and the risk is also deemed to have remained with the Contractor and therefore never to have been transferred to Syndus. In that case, Syndus is not obliged to fulfill its obligations under the Agreement. In that case, the Contractor will credit Syndus for amounts already charged and will immediately repay amounts already paid by Syndus to Syndus.

#### Article 22: Acceptance and refusal.

1. The delivery is only deemed to have been accepted by Syndus when the delivery has been approved.
2. Approval and acceptance only apply to the quantity and the external condition of the goods delivered. If goods are delivered packed and bundled, approval and acceptance only relate to the quantity and appearance of packages.
3. In the event of rejection, Syndus will notify the Contractor with all due speed after any defect has been detected. The Contractor will remove rejected goods at his first request. In the absence of removal of the rejected goods, Syndus is entitled to return them at the expense and risk of the Contractor.
4. After rejection, Syndus has the right to demand delivery of new goods meeting the inspection requirements or (other) contractual specifications or standards, without being obliged to pay any additional compensation. This delivery will have to take place within a timeframe set by Syndus. Syndus will retain the right to (partially) terminate the agreement at its own discretion and/or to claim compensation.

### CHAPTER 3: (SUB)CONTRACTING AND HIRING

#### Article 23: Chain and Loan Liability.

1. Without the prior written consent of Syndus, the Contractor is not authorized to make use of hired-in workers for the execution of the Agreement.
2. Before commencing the execution of the Agreement - and in the event of changes to the data during the performance of the Agreement prior to the change in question - the Contractor shall provide the data (as referred to in the context of the hirers and chain liability established legislation, guidelines and execution regulations) of all employees of the Contractor to Syndus on the basis of a model to be provided by Syndus, insofar aforementioned data is legally required and permitted.
3. At the request of Syndus and at least once per quarter, the Contractor will provide an original statement on its own initiative with regard to its payment behavior at the Tax and Customs Administration as referred to in the legislation and guidelines adopted in the context of the hirer's liability and chain liability.
4. The Contractor will keep a payroll administration in accordance with the applicable tax laws.
5. If the Contractor - with due observance of the provisions of Article 8.1 - outsources the execution of the Agreement in whole or in part to a third party, as well as if he makes use of workers made available for the execution of the Agreement, the Contractor guarantees that the regulations applicable to the Contractor as referred to in these GPC, the Agreement and the law are strictly observed by the Subcontractor and the workers made available. Insofar as failure to comply with these regulations would result in

Syndus being held liable by third parties, the Contractor hereby indemnifies Syndus in and out of court against all consequences thereof.

6. Syndus always has the right to pay the social security contributions, wage tax and national insurance contributions payable in respect of the Performance, for which it is jointly and severally liable under Article 35 of the Collection Act 1990, to the Contractor by payment into his blocked account within the meaning of the law (the G account). In the event that Article 34 of the Collection Act applies and in the event that VAT is charged, Syndus has the right to pay the VAT due by payment into the G account. The Contractor will ensure that a G account is available.
7. If Syndus can reasonably conclude that, with regard to the Performance, the Contractor will owe a higher amount in social security, wage tax and national insurance contributions than the percentage set in the agreement, Syndus may unilaterally change that percentage.
8. If Syndus is held liable and is therefore obliged to pay unpaid (advance) premiums, social insurance, taxes and/or fines, Syndus may claim the Contractor for the entire amount, plus statutory interest from the time of payment. The Contractor will pay the fee to Syndus at the first request.
9. If the Contractor and/or Subcontractors are no longer able to fulfill their payment obligations under the law, the Contractor must inform Syndus of this within 5 working days from the day that the inability to pay arose. Failing to notify Syndus within 5 working days leaves the Contractor in default by operation of law. Syndus is then entitled, without any notice of default or judicial intervention being required, to dissolve the Agreement in whole or in part, without prejudice to its right to compensation and recourse.
10. The contractor guarantees the fulfillment of all his obligations arising from this Chapter 3.

#### **Article 24: Cooperation.**

1. The Contractor will and is obliged to only employ employees in the context of the execution of the Performance who, prior to and during the work, provide full cooperation in recording and checking information as referred to in Article 23. If an employee of the Contractor or a Subcontractor does not cooperate, the employee concerned will not be given access to the place where the work is performed or will be removed from it.
2. The Contractor and the employees of the Contractor and/or Subcontractors are obliged to cooperate fully with every inspection carried out by Syndus, the Principal, third parties engaged by them and/or supervisory authorities.

#### **Article 25: Inspection and approval.**

1. The Performance will be inspected at the request of the Contractor made to Syndus, whereby the Contractor indicates on which day the Performance will be ready.
2. The inspection will take place as soon as possible after the day referred to in paragraph 1 of this article. The day and time of inspection will be communicated to the Contractor as soon as possible.
3. Syndus may require that the Contractor or his authorized representative is present at the opening.
4. After the Performance has been inspected, the Contractor will be notified as soon as possible whether the Performance has been approved. If Syndus rejects the Performance, Syndus will state the reasons for the rejection.
5. Re-inspection after withholding of approval takes place in accordance with the above provisions.
6. The Contractor will repair or replace the rejected Performance and/or parts thereof at Syndus' first request at its own expense.

#### **Article 26: Maintenance period.**

The maintenance period commences on the day after delivery of the Performance by the Contractor to Syndus and ends at the moment that the maintenance period agreed between the Principal and Syndus for the Work ends, unless stipulated otherwise in the Agreement. If the maintenance period has not been agreed upon in the Agreement or the Main Building Contract, the maintenance period will end twelve months after delivery of the Work by Syndus to the Principal.

#### **Article 27: Materials, tools and equipment.**

If materials, tools and/or equipment made available by Syndus are used for the work to be executed by the Contractor in the context of the Performance, this use is at the risk of the Contractor. Materials, tools and equipment will be, at the first request of Syndus, returned to Syndus in the same condition in which they were delivered immediately upon the execution of the Agreement. The Contractor is responsible for ensuring that the equipment, tools and/or equipment made available are handled correctly and carefully and must ensure correct receipt, storage and transport at its expense and risk.

#### **Article 28: Self-employed person(s).**

If the Contractor is a self-employed person without personnel (self-employed person) or makes use of such persons, the Contractor guarantees that he or the self-employed person deployed by the Contractor will perform the work on the basis of the model agreement approved in advance by the Tax Authorities, or at least that the independence of the Contractor or his self-employed person is guaranteed from a tax point of view.