

General Purchase Terms and Conditions of De Romein Groep B.V., its subsidiaries and participations.

Chapter I. General

Artikel 1. Definitions, structure and applicability

1. In these GPTC the following is understood as:
 - GPTC: these general purchase terms and conditions of De Romein;
 - Contract Documentation: the Agreement and any and all documents that are part of the Agreement;
 - Master Building Agreement: the agreement between the Principal and De Romein;
 - Payroll Taxes: the income tax, the national insurance contributions, employee insurances schemes and income-dependent contribution pursuant to the Dutch Healthcare Insurance Act combined;
 - Employee: each and every person who is or shall be employed by the Contractor, De Romein or the Principal, including employees of the Contractor and/or Sub-contractors, workers hired by the Contractor, self-employed persons, advisers or other third parties hired by the Contractor in the broadest sense of the word;
 - Contract: the contract of De Romein awarded to the Contractor with regard to the delivery of the Performance (including the thereto-pertaining schedules);
 - De Romein: De Romein Groep B.V. and/or one or more of its subsidiaries and/or other parties related to De Romein Groep B.V.;
 - Contractor: the party with whom De Romein carries on negotiations about the conclusion of the Agreement and/or with whom De Romein concludes the Agreement;
 - Sub-contractor: a (legal) person who is hired by the Contractor (directly or indirectly) for the benefit of the Activities;
 - Agreement: the agreement between De Romein and the Contractor (including the thereto-pertaining schedules);
 - Performance: the performance to be delivered by the Contractor on the basis of the Agreement consisting of: the delivery of goods and/or the performance of works and/or the performance of activities and/or services and/or other activities and thereto-pertaining activities;
 - Principal: the client according to the Master Building Agreement;
 - Work: the work to be delivered to the Principal by De Romein.
2. These GPTC are applicable to any and all requests, offers, proposals, contracts, purchase orders, order confirmations, agreements and other legal acts regarding the Performance to be delivered to De Romein by the Contractor.
3. A deviation from and/or an addition to these GPTC can only be stipulated in writing and expressly.
4. General terms and conditions, by any name whatsoever, of the Contractor are expressly not applicable.
5. If the Agreement deviates, in terms of content, from these GPTC then the content of the Agreement shall prevail.
6. The invalidity of a provision of the Agreement and/or of these GPTC shall not affect the validity of the other provisions of the Agreement and these GPTC.
7. If it becomes an established fact in court that one or more articles pursuant to the Agreement or these GPTC would be invalid or otherwise unenforceable then this shall not affect the validity of the other articles of the Agreement and/or these GPTC. De Romein and the Contractor shall, as the occasion arises, in both instances adjust, where required, the Agreement and/or these GPTC in joint consultation and in the spirit of the Agreement and/or these GPTC, in the sense that the unenforceable articles are replaced by provisions that differ from the relevant unenforceable provisions as little as possible.
8. Obligations that, due to their nature, are meant to also continue after the end of the Agreement shall remain in full force and effect after the end of the Agreement. These obligations do, in any case, include the confidentiality obligation.
9. If the Agreement is (also) related to the delivery of goods then, irrespective of the title of the Agreement, - apart from Chapter I. General - also Chapter II. Delivery is applicable. In case of a discrepancy between provisions from both chapters, the provisions set forth in Chapter II. Delivery shall prevail.
10. If the Agreement is (also) related to the contracting of work then, irrespective of the title of the Agreement, - apart from Chapter I. General - also Chapter III. Contracting of work / Sub-contracting is applicable. In case of a discrepancy between provisions from both chapters, the provisions set forth in Chapter III. Contracting of work / Sub-contracting shall prevail.

Artikel 2. Offers

1. A request of De Romein for the issue of an offer is subject to contract. Any and all costs associated with the preparation of an offer / proposal are at the expense of the Contractor.
2. An offer of the Contractor is irrevocable, unless the Contractor expressly indicated in the offer in writing that it is revocable.
3. The Contractor upholds its offer during a period of at least 6 weeks. If the Contractor issues its offer in the context of participation in a call for tenders by De Romein then the Contractor must uphold its offer up to six months after the award of the Work by the Principal to De Romein.
4. The Contractor guarantees that the offer(s) that the Contractor submitted in the context of the Performance is (were) realised in a lawful manner and, more specifically, that the said offer(s) was (were) realised without

agreement or mutually coordinated conduct with fellow tenderers, sub-contractors and/or other third parties that extend or extended or have or had the result that the competition is or was distorted or restricted unlawfully and/or prices are or were consequently increased.

Artikel 3. *Agreement*

1. An Agreement is only concluded:
 - a. through signature without proviso by the Contractor of the unchanged Contract that De Romein sent to the Contractor with the request to sign it in an unchanged manner and to return it within 14 days after the date of despatch; or
 - b. if the Contractor fails to return the Contract within 14 days after the date of despatch and does not submit written objections to the content of the Contractor or has started the performance of the Contract, as a result of which it must be deemed that the Contractor accepted the Contract, on the conditions mentioned in the Contract and upon applicability of these GPTC.
2. The Contract is awarded on the suspensive condition of approval by the Principal respectively the resolutive condition that the Work in connection with which the Contract is awarded does not proceed or only with essential changes unacceptable to De Romein and/or the the activities related to the Contract are no longer part of the Agreement.
3. If two or more Contractors jointly accepted (are deemed to have jointly accepted) the Contract then they are jointly and severally liable for the delivery of the Performance and the consequences deriving from the same.
4. If the Contract contains apparent discrepancies and/or errors and/or omissions then the Contractor must bring this to the attention of De Romein before the Contractor proceeds with signature or (should this be sooner) before the Contractor proceeds with implementation of the Agreement, failing which any right to additional payment expires, and the Contractor cannot rely on the same if the Contractor was or should have been familiar with the said apparent discrepancies and/or errors and/or omissions but did not report them in a timely fashion.
5. Additions to and changes of provisions of the Agreement shall only have binding effect on De Romein after they have been accepted by De Romein in writing.
6. The Agreement is concluded on the suspensive conditions that the Master Building Agreement is concluded and that the hiring of the Contractor is approved by the Principal.
7. The following are exclusively applicable to the Agreement where the following (descending) order of priority is applicable:
 - a. mandatory statutory provisions;
 - b. the Master Building Agreement, with the understanding that the authorities vested in the Principal are vested in De Romein, to the extent that they are related to the Contract;
 - c. the content of official reports and/or statements of change;
 - d. provisions of the conditions, specifications, documents and/or drawings as well as any and all changes of or additions to the same specified in the Contract and in the Agreement;
 - e. the statutory and other regulations that affect the performance of the Contract. The Contractor is deemed to be familiar and to comply with them;
 - f. these GPTC.

Artikel 4. *Requirements of the Performance*

The Contractor shall deliver the Performance according to the requirements of good and proper work and in accordance with the Agreement. The Performance must dispose of the characteristics that are required for the purpose for which the Performance is meant.

Artikel 5. *Approval, inspection and testing*

1. De Romein, the Principal and/or the building management are entitled to inspect and/or test the Performance during the processing, manufacturing, storage or transport. For the benefit of the inspection and/or the testing the Contractor makes the facilities, the equipment and the staff required for the performance of the inspection and/or test available to De Romein free of charge.
2. The Contractor can not derive any rights from an inspection and/or test.
3. Every party bears its own costs of the inspections and tests. The costs of the hiring of third parties for inspections and tests are at the expense of De Romein if it becomes apparent that the Performance is in accordance with the requirements pursuant to the Agreement. If the Performance does not comply with the requirements pursuant to the Agreement then the costs are at the expense of the Contractor.
4. If De Romein rejects (a part of) the Performance during an inspection or test then the Contractor shall, at the request of De Romein, immediately remedy or replace (the rejected part of) the Performance at its own risk and expense.
5. If the Contractor does not replace or remedy the rejected Performance or the rejected part of the Performance then De Romein shall be entitled to replace or remedy (have replaced or remedied) the rejected Performance or the rejected part of the Performance at the risk and expense of the Contractor.
6. Approval, inspection, testing and/or remedy of the Performance after rejection shall not release the Contractor from any warranty or liability in pursuance of the Agreement.

Artikel 6. Prices

1. Any and all prices and mark-up percentages applied by the Contractor according to the Agreement are fixed, exclusive of turnover tax and are not indexed.
2. The contractor is exclusively entitled to reimbursement on account of cost-increasing circumstances of and to the extent that De Romein is equally entitled to the same vis-à-vis the Principal and only after De Romein has received the reimbursement from the Principal.

Artikel 7. Invoicing

1. Invoices of the Contractor must comply with the statutory requirements as imposed in the Dutch Turnover Tax Act 1968 and the Dutch Hirers', Chain and Clients' Liability Implementation Regulations 2002.
2. The Contractor must, where applicable, in any case include the following details on the invoice:
 - name, address and place of establishment of the Contractor;
 - bank account number;
 - CoC number;
 - order number, work number and code number;
 - work and the place(s) of performance to which the invoice is related;
 - total contract price, already submitted amounts and instalment number;
 - time period and the delivered performances to which the invoice is related;
 - payroll tax number of the Contractor;
 - specification if the reverse-charge system with regard to the turnover tax is applicable or not and, in the latter instance, the amount of the turnover tax - bank account number;
 - G account number;
 - ticket number(s) / receipt confirmation(s) and number(s);
 - if there is question of hiring within the meaning of Section 34 of the Dutch State Taxes Act 1990 or subcontracting within the meaning of Section 35 of the State Taxes Act 1990: the scope of the gross wage bill included in the invoiced amount based on previously established arrangements with regard to the wage bill and the contribution obligations.
3. The Contractor must send the order confirmations, performance ticket, time-sheets or settlement statements signed by De Romein from which it becomes apparent that the Contractor is entitled to payment with the invoice. Invoices must preferably be sent to De Romein by email (factuur@deromein.nl).
4. If the Contractor is entitled to reimbursement of the financial consequences of a change in pursuance of article 10 then this must be invoiced separately.
5. After supply of the services or delivery of the goods, the Contractor must present a delivery ticket (work order) to De Romein for signature. The signed delivery ticket must then be submitted by email to the person - mentioned in the order confirmation - with reference to the project number, contract person, order / reference number, amount and description with the request to prepare a confirmation of receipt ticket. The Contractor sends its invoice to De Romein accompanied by the confirmation of receipt ticket.

Artikel 8. Payment

1. The payments shall take place in accordance with the payment schedule that is part of the Agreement, or failing the same, after the last delivery or completion of the Performance.
2. The payment term amounts to sixty (60) days after receipt of the invoice by De Romein.
3. De Romein exclusively pays:
 - a. after receipt by De Romein of the Contract signed and unchanged by the Contractor;
 - b. if the Performance or the part of it to which a payment (instalment) is related was delivered (completed) by the Contractor to the satisfaction of De Romein;
 - c. after receipt by De Romein of an invoice in accordance with article 7 and the confirmation of receipt ticket(s), time-sheet(s) and/or settlement statements signed by De Romein; and
 - d. after the Contractor has demonstrated, if so requested, that the Contractor paid the Employees involved in the Performance what they are entitled to in full and in a timely fashion and that the contractors hired by the same equally paid their employees what they are entitled to in full and in a timely fashion, and that in respect of the deployment of the said Employees the Contractor filed and paid the payable Payroll Taxes and turnover taxes with and to the thereto-designated authorities;
 - e. to the extent that a bank guarantee by way of security for the performance was imposed in the Agreement, payments are not made until the bank guarantee has been submitted to De Romein.
4. De Romein is always entitled to pay the Payroll Taxes and turnover tax payable by the Contractor in connection with the Work, for which it is jointly and severally liable in pursuance of Sections 34 and 35 of the Dutch State Taxes Act 1990, to the Contractor through payment to its blocked account within the meaning of the aforementioned statutory provisions.
5. Through payment to the blocked account in pursuance of paragraph 4 De Romein complies with its payment obligations vis-à-vis the Contractor.
6. The Contractor is held to within six weeks after delivery (completion) of the Performance to De Romein submit its invoice to De Romein for the amount potentially still payable to the same, subject to forfeiture of a potentially

remaining claim vis-à-vis De Romein.

7. If De Romein wrongly fails to pay the amount payable in pursuance of this Agreement in a timely fashion then the Contractor shall be entitled to the statutory interest pursuant to Section 119 of Book 6 of the Dutch Civil Code up to the day that payment by De Romein yet takes place.
8. A payment by De Romein does by no means imply any waiver of right.

Artikel 9. Suspension, settlement and transfer

1. If the Contractor does not comply with its obligations and/or in case of rejection of the Performance as intended in article 5 (Approval, inspection and testing) then De Romein can suspend its payment obligations vis-à-vis the Contractor, until the Contractor has complied with its obligations.
2. De Romein can settle the amounts payable to the Contractor in connection with the Agreement with any and all claims that De Romein and/or a party (parties) related to the same may have vis-à-vis the Contractor.
3. De Romein can settle the amounts payable to the Contractor in connection with the Agreement with claims that are not due and payable yet, which De Romein has vis-à-vis the Contractor in connection with Payroll Taxes and turnover tax not paid by the Contractor and/or Sub-contractors, for which De Romein can be addressed pursuant to Sections 34 and 35 of the Dutch State Taxes Act 1990.
4. De Romein is entitled to, in case of (imminent) insolvency of the Contractor, pay claims of Sub-contractors with regard to the Agreement directly to the said Sub-contractors. The Contractor shall simultaneously be informed accordingly by De Romein. The claim of the Contractor vis-à-vis De Romein shall in that case be reduced by the same amount.
5. In case of suspension of payment and insolvency of the Contractor, De Romein is entitled to suspend its payment obligations until De Romein has received an indemnification statement of the Dutch Tax Administration from which it becomes apparent that De Romein shall not be held liable in pursuance of Section 34 and/or Section 35 of the Dutch State Taxes Act 1990 on account of the Contractor and/or its Sub-contractors wrongly not contributing the Payroll Taxes and turnover tax as intended in the said statutory provisions. The receiver or the administrator is subject to the obligation to obtain the said indemnification statement.
6. The Contractor waives its potential right of suspension and/or right of retention and any right to settlement.
7. De Romein is allowed to fully or partly assign, encumber or transfer, in any way whatsoever, its rights on account of the Contract.
8. The Contractor is not allowed to fully or partly assign, encumber or transfer, in any way whatsoever, its rights on account of the Contract.

Artikel 10. Changes / contract reductions / contract extras

1. The Contractor is exclusively entitled to compensation for the financial consequences of a change and/or a thereto-pertaining postponement of the delivery (completion) date and/or stipulated milestones, if and to the extent that the change, including the financial consequences and the thereto-pertaining postponement, was stipulated in writing with a relevantly competent employee of De Romein, not being the foreman.
2. The fee for the Contractor is fixed for the term of the Agreement, barring the situation of contract reductions.
3. Activities that are required to deliver the Performance in accordance with the nature and the intention of the Contract and in accordance with the requirements imposed on good and proper work are not contract extras.
4. The Contractor is not entitled to payment of contract extras if De Romein is not paid for the same by the Principal.
5. The Contractor can only refuse to implement a change at the request of De Romein if the implementation of the change:
 - a. results in a, according to the principles of reasonableness and fairness, unacceptable disruption in the delivery of the Performance; and/or
 - b. the Contractor would be held to perform activities that exceed its technical knowledge and/or capacity; and/or
 - c. jeopardises the safety of the project or persons.
6. Within 14 calendar days after De Romein has made a request for change, the Contractor must submit a specification to De Romein of the financial consequences and potential consequences for the completion time as a result of the proposed change. If the Contractor does not submit a specification of the additional costs and the consequences for the completion time to De Romein within the said time limit then the right of the Contractor to compensation for costs and/or entitlement to postponement of the date of delivery (completion) and/or stipulated milestones expires.
7. De Romein can order the Contractor in writing to implement a change subject to the express proviso included in the Contract of the establishment of the financial consequences of the change and potential adjustment of the date of delivery (completion) and potentially stipulated milestones. As the occasion arises, the Contractor is held to start the implementation of the change before the parties reach agreement about the financial consequences and/or adjustment of the date of delivery (completion) and potentially stipulated milestones.
8. If the Contractor submits a change proposal then the Contractor must add a proposal that at least contains the following:
 - a. a description of the change and the manner that the Contractor intends to accomplish it;
 - b. insight into the degree that the change shall result in a change of the date of delivery (completion) and potentially stipulated milestones;
 - c. insight into the financial consequences.
9. De Romein can impose conditions on its consent to a change proposed by the Contractor.

10. If standard commodities become obsolete due to changes in the specifications, or due to other causes beyond the control of the Client, then they must be taken back by the Contractor at the invoiced price.

Artikel 11. Termination

1. De Romein is entitled to terminate the Agreement, either in whole or in part, if there is question of a failure of the Contractor to comply with its obligations in pursuance of the Agreement, if the Contractor did not remedy the failure after a notice of default given by the Client within the time limit imposed on the same by De Romein. It is not required that the failure is also imputable.
2. De Romein is entitled to terminate the Agreement, either in whole or in part, without written notice of default if:
 - a. the Contractor oversteps a time limit for compliance by the Contractor with its obligations;
 - b. there is question of (an application for):
 - (i) winding-up;
 - (ii) suspension of payment;
 - (iii) (partial) liquidation; or
 - (iv) a guardianship order in respect of the Contractor or of the (legal) person who provided a guarantee or security for the obligations of the Contractor;
 - c. the Contractor fully or partly transfers (parts of) its business or the control over the same, fully or partly discontinues its business or fully or partly ceases the business operations;
 - d. a prejudgment or executory attachment is imposed on at least 30% of its assets;
 - e. it became apparent that the Contractor or the Employees or Sub-contractors hired by the same acted in violation of article 18 and/or article 19.
3. Any and all claims that De Romein has or may have vis-à-vis the Contractor in the instances as intended above in article 11.2 shall immediately fall due in full.
4. De Romein shall, in case of partial termination, be authorised to require further securities from the Contractor.
5. De Romein can terminate the Agreement at any time without taking a notice period into consideration and without stating reasons. As the occasion arises, De Romein shall exclusively pay the Contractor a fee in proportion to the state of the Performance at the time of termination and on the basis of the stipulated price, potentially to be increased by reasonably incurred expenses that were not taken into account in the said amount. De Romein shall never be held to compensate the Contractor for lost profit.
6. In case of termination of the Agreement in pursuance of paragraph 1 or paragraph 2 De Romein shall be entitled to use (have used) the equipment / materials present at the building site free of charge for completion of the Performance accepted by the Contractor. The Contractor is held to leave behind the relevant equipment / materials that are present at the building site at the time of the notification of the termination.

Artikel 12. Warranties

1. The Contractor provides the warranties to De Romein that are outlined in the Agreement.
2. If the Agreement does not refer to warranties then the Contractor must provide De Romein any and all warranties that De Romein must provide to the Principal in pursuance of the Master Building Agreement, to the extent that the said warranties are related to the Performance.
3. If the Agreement does not refer to warranties and a Master Building Agreement is out of the question then the Contractor warrants the soundness of the Performance during a period of two years, to be calculated from the moment of delivery and/or implementation.
4. The Contractor must remedy defects occurring during a warranty period at its own risk and expense and on demand of and in consultation with De Romein as soon as possible, unless the Contractor demonstrates that the defects are not at its risk and/or expense.
5. Potential warranties provided by the Contractor that are different than the warranties as intended above in this article, never imply that the warranties as intended above in this article are excluded or reduced in scope or duration.
6. De Romein can have a defect repaired at the expense of the Contractor if the Contractor does not repair the defect after a written notice of default or not in a timely fashion or not properly. If the repair cannot be postponed then - in derogation from the provisions set forth in the previous sentence - a prior written notice of default shall not be required.
7. This article shall not affect the liability of the Contractor in pursuance of the Agreement and by law.

Artikel 13. Liability and indemnification

1. The Contractor shall be liable for any and all damages that De Romein incurs as a result of a failure of the Contractor to comply with its obligations in pursuance of the Agreement and for damages inflicted by the Contractor on properties of De Romein. De administration of De Romein extends to full evidence of the damages of De Romein, barring evidence to the contrary by the Contractor.
2. De Romein is entitled to repair (have repaired) defects as a result of a failure of the Contractor to comply with its obligations in pursuance of the Agreement immediately and at the risk and expense of the Contractor.
3. The Contractor indemnifies De Romein in full and unconditionally against:
 - a. claims of third parties for compensation for damages incurred in connection with a failure of the Contractor to comply with its obligations in pursuance of the Agreement or an unlawful act of the Contractor;
 - b. claims of Employees;
 - c. penalties and/or sanctions that are imposed on De Romein and/or the Principal and/or third parties in connection with non-compliance by the Contractor with legislation and regulations;
 - d. damages inflicted by the Contractor on belongings of third parties.
4. In case of insolvency of the Contractor, De Romein shall be entitled to charge 10% of the price stipulated in the Agreement to the Contractor and to settle it with the claims of the Contractor, by way of compensation for the fact that De Romein shall, as a result of the insolvency of the Contractor, not be able to exercise its contractual and/or statutory (warranty) claims in connection with (invisible) defects of the Performance. In addition, De Romein shall be entitled to charge the actual damages and to settle this with the claims of the Contractor.

Artikel 14. Insurance

1. The Contractor is held to take out insurance with a minimum cover of EUR 2,500,000 per event to cover its liability.
2. In case of deployment of equipment, the Contractor is held to take out insurance for the said equipment against damages to the object and other liability. A potential excess shall be at the expense of the Contractor. It must be included in the policy that:
 - a. the cover for objects pursuant to the Dutch Motor Vehicles (Insurance) Act complies with the requirements of the said Act and offers cover against damages due to the use of the equipment.
 - b. De Romein and the Principal are fellow insured parties and the insurers waive the right of recourse.
3. The Contractor must dispose of an insurance policy to cover, inter alia, fire, stroke of lightning, auto-ignition and/or explosion of at least EUR 2,500,000. The excess per event must amount to a maximum of EUR 10,000.
4. The Contractor shall, on demand of De Romein, provide De Romein with a copy of the policy and/or evidence that the payable premium has been paid.
5. If a policy was not taken out and/or the proof of payment of the premium of one or more of the insurances as intended above was not provided then De Romein shall be entitled to take out the said insurance(s) at the expense of the Contractor.

Artikel 15. Intellectual property

1. Drawings, images, calculations, work methods and procedures that were made available by De Romein remain the property of De Romein and cannot be duplicated, copied or be made available to third parties by the Contractor or be disclosed or otherwise be used other than exclusively for the Agreement. At the request of De Romein, the Contractor is after delivery / completion held to return or destroy the said documents at the expense of De Romein.
2. Goods and methods that were developed by the Contractor in association with or under the authority of De Romein become the property of De Romein and can exclusively be made available to third parties after written consent of De Romein. The knowledge gained by the Contractor as a result of the said development shall exclusively be at the disposal of De Romein and shall not be disclosed to third parties by the Contractor or used for its own benefit and/or for the benefit of third parties, unless De Romein gave written consent prior to the said use. In advance, the Contractor transfers, where required, the intellectual property rights unconditionally and free of charge to De Romein, which transfer De Romein accepts. If the transfer or the annotation in relevant registers requires a deed or if another formal act is required then the Contractor hereby already commits to lend its unconditional cooperation in the same, respectively already gives, as the occasion arises, unconditional authorisation to De Romein to accomplish the transfer or the annotation (or other formal act).
3. To the extent that in connection with the Performance delivered by the Contractor intellectual property rights are applicable, of which the Contractor can demonstrate that they had already existed prior to the entry into force of the Agreement and they were owned by the Contractor or that they were developed independently from (the implementation of) the Agreement, the said intellectual property rights shall be vested in the Contractor. The Contractor grants De Romein a non-exclusive, perpetual, irrevocable, worldwide and transferable right to use in respect of the said intellectual property rights for any purpose that is related to the business or the activities of De Romein. The said right to use of De Romein also comprises the right to provide the said right to use to its (potential) buyers or to other third parties with whom it maintains relationships in connection with the performance of its business.
4. The Contractor guarantees that the delivery of the Performance shall not infringe intellectual property rights (including copyrights, patent rights, model rights, trademark rights) of De Romein and/or third parties. The Contractor indemnifies De Romein against claims of third parties on account of infringement of the said rights as well as any and all consequential damages.

5. The Contractor is not allowed to, without prior written consent of De Romein, use the name and/or the logo of De Romein or the name and/or the logo of the project / the Performance, irrespective if it is for commercial use or not. With the request to grant consent the Contractor must indicate how and for what purpose it intends to use the name and/or the logo of De Romein or the name and/or the logo of a project / the Performance.

Artikel 16. Confidentiality and communication

1. The Contractor is held to observe confidentiality with regard to any and all data, information and knowledge obtained from De Romein the confidentiality of which the Contractor is familiar or should have been familiar with.
2. The Contractor guarantees and warrants that its Employees shall comply with the same confidentiality obligation.
3. The Contractor is not allowed to, without prior written consent of De Romein, communicate publicly about its involvement in a project of De Romein, e.g. during meetings (including congresses and symposiums) or by means of brochures or publications in newspapers, (technical) magazines, professional journals, magazines for a broad audience, social media or otherwise. The condition that the involvement of De Romein is mentioned correctly is, in any case, imposed on potential consent of De Romein, all at the discretion of De Romein.
4. Both the manner and time that the communication takes place and the content of the (written / electronic / oral) (press) statements must prior to the communication be approved by De Romein.
5. The Contractor shall only express itself about De Romein in positive terms.
6. The Contractor is, without consent of De Romein, not allowed to contact or maintain contact with the Principal and/or its advisers and representatives at the work regarding the Contract either directly or via a party other than De Romein or to submit quotations and/or proposals to the same for potential changes or expansions of the Performance.

Artikel 17. Legislation and regulations and permits

1. The Contractor must see to it that the Performance complies and that the performance of the activities must take place in accordance with any and all relevant legislation and regulations and the Contractor is moreover held to comply with the provisions of the Collective Labour Agreement applicable to the activities.
2. The Contractor shall personally provide for the permits required for the Performance.

Artikel 18. Obligations with regard to Employees of the Contractor and indemnification

1. The Contractor must:
 - a. comply with the Dutch Aliens (Employment) Act, the Dutch Aliens Act, the Dutch Allocation of Workers by Intermediaries Act, the Dutch Act on Combating Sham Arrangements and the Dutch Assessment of Working Relationships (Deregulation) Act;
 - b. establish the agreements with Employees in writing;
 - c. If so requested, provide De Romein and/or authorised authorities access to agreements with Employees and lend cooperation in controls, audits or salary validations;
 - d. pass on the obligations set forth in this article to its Sub-contractors and stipulate that its Sub-contractors include these provisions in any and all agreements with their Sub-contractors;
 - e. Dispose of valid proof of registration with the Dutch Tax Administration, a recent extract from the trade register with the Chamber of Commerce and, if Section 34 (hirer's liability) or Section 35 (chain liability) of the Dutch State Taxes Act 1990 is applicable, the original G account agreement. The Contractor must provide the said documents to De Romein prior to the start of the activities in conformity with the Agreement;
 - f. prior to the start of the activities in conformity with the Agreement and, in case of changes of the data during the term of the Agreement, prior to the relevant change, where required and permitted by law, provide the data as intended in the Dutch Hirers', Chain and Clients' Liability Implementation Regulations, including (but not limited to) the names and the civil service numbers, copies of valid identity documents, work permits, residence permits, A1 statements and professional competence certificates of all Employees who are employed by the Contractor at De Romein or the Principal on the basis of a model to be provided by De Romein;
 - g. prior to the start of the activities, indicate what Collective Labour Agreement is applicable and, at the request of De Romein, provide insight into the payroll records and comply with the relevantly applicable Collective Labour Agreement;
 - h. comply strictly with all its obligations vis-à-vis the Employees;
 - i. at the request of De Romein and at least once every quarter at its own initiative, supply an original statement with regard to its payment history with the Dutch Tax Administration, as intended in the legislation and regulations in the context of the hirers' liability and chain liability;
 - j. keep a payroll administration in accordance with the Dutch Payroll Taxes Act 1964, the Dutch State Taxes Act 1990, the Dutch Healthcare Insurance Act, and the Dutch National Insurances (Funding) Act;
 - k. In case an Employee qualifies as a self-employed person without staff, conclude an agreement with the said self-employed person in conformity with a model agreement approved by De Romein and provide a copy of the signed agreement to De Romein. The Contractor is responsible for the self-employed person performing the activities in conformity with the Agreement;
 - l. Prior to the start of the activities in conformity with the Agreement, provide De Romein with the relevant mark or certificate, e.g. SNA mark, NEN 4001-01 or CVA certificate, potentially relevant to the activities.
2. The Agreement shall only take effect if any and all documents as intended in the previous paragraph were made

- available to De Romein in a timely fashion.
3. The Contractor indemnifies De Romein in full and unconditionally against penalties and/or sanctions that are imposed on De Romein and/or the Principal and/or third parties as a result of the actions and/or omissions of the Contractor and/or contractors after him in violation of the Dutch Aliens (Employment) Act, the Dutch Aliens Act, the Dutch Allocation of Workers by Intermediaries Act, the Dutch Act on Combating of Shame Arrangements and the Dutch Assessment of Work Relationships (Deregulation) Act.
 4. The Contractor indemnifies the Client in full and unconditionally against any and all potential claims of the Dutch Tax Administration in connection with the Payroll Taxes and turnover tax payable by the Contractor and/or the contractors after him.
 5. The Contractor indemnifies De Romein in full and unconditionally against claims of Employees in pursuance of the applicable legislation and regulations and/or Collective Labour Agreement and penalties in connection with non-compliance with the applicable legislation and regulations and/or Collective Labour Agreement, also including claims of Employees in the context of the Dutch Act on Combating of Shame Arrangements.
 6. The Contractor is held to inform De Romein if the Contractor intends to use third parties for the performance of the Activities, prior to the conclusion of an agreement with the said third parties. The Contractor is held to, prior to the conclusion of an agreement with the said third parties, request them to supply the documents as intended in paragraph 1 of this article to the Contractor and to provide the agreement, as well as the said documents and the agreement with the third party to De Romein.

Artikel 19. Cooperation

1. The Contractor is held to only employ Employees at De Romein or the Principal who shall, prior to or during the activities, lend any and all cooperation in including the data in the administration of De Romein to restrict or limit the claims and penalties as intended in article 18. If an Employee does not lend cooperation then the relevant Employee shall not have access to the place where the activities are performed or shall be removed from the same.
2. The Contractor is held to only employ Employees at De Romein or the Principal who prior to or during the activities can, on demand, present their identity document. If an Employee cannot show his identity document then the relevant Employee shall not have access to the place where the activities are performed or shall be removed from the same.
3. The Contractor and the Employees are held to lend any and all cooperation in each and every control, carried out by De Romein, the Principal, third parties hired by them and/or supervisory (official) authorities.

Artikel 20. Data and privacy

1. To the extent not stipulated otherwise in writing with the Contractor, De Romein can, without further restrictions, store, process and (re-) use any and all information that De Romein acquires during the implementation of the Agreement.
2. To the extent that De Romein and the Contractor share personal data with each other during the implementation of the Agreement, they shall reasonably comply with the requirements that derive from the applicable privacy legislation.
3. The Contractor shall, on demand, inform De Romein in writing and without delay of the manner that the Contractor complies with the applicable privacy legislation.
4. The Contractor shall take up to date technical and organisational measures to protect personal data that the Contractor receives from De Romein.
5. The Contractor guarantees that any and all data that it makes available to De Romein were obtained in a lawful manner, that they were made available to De Romein in a lawful and secure manner and that the data do not infringe any rights of third parties. The Contractor indemnifies De Romein against any and all claims or actions of public authorities and/or individuals against De Romein deriving from an infringement by the Contractor and/or its data processor of any rights of third parties or obligations that derive from applicable privacy legislation.
6. The Contractor ensures that the personal data made available to De Romein shall remain up to date in the context of the implementation of the Agreement and in accordance with applicable privacy legislation.
7. The Contractor shall take any and all required security measures in respect of data and personal data that the Contractor receives from De Romein. The Contractor shall observe complete confidentiality, unless disclosure is required for the implementation of the Agreement or compliance with a statutory provision. The Contractor shall erase (have erased) the said data and personal data demonstrably if and as soon as De Romein requests so, unless this is not possible on account of the privacy legislation.
8. The Contractor shall report data breaches for which De Romein is the statutory controller immediately to De Romein and indemnifies De Romein against any and all imposed fines, claims for compensation and other claims of official authorities and/or third parties that are the result of data breaches and of any other violation of the applicable privacy legislation by the Contractor, its staff or the third parties hired by the same.

Artikel 21. Safety

1. De Romein and the Contractor qualify health and safety as a priority. The parties attach ample value to the continuous improvement and preservation of their performances in the area of health and safety for all Employees and for all those who are involved in their activities.
2. The Contractor must comply with the statutory obligations in respect of the delivery of the Performance with regard

- to working conditions and safety at work.
3. The Contractor shall provide for potential safety measures to be taken in connection with the Performance to be delivered.
 4. The Contractor shall see to it that its Employees comply with the Safety Standards and Rules of Conduct and business principles of De Romein (chapter 5) as applicable at the time of the performance of the activities. If the Employees of the Contractor do not comply with these Rules of Conduct and business principles then the Client shall be entitled to deny the relevant Employees access to the building site.

Artikel 22. Environment

On demand of De Romein, the Contractor submits - at its own expense - in respect of the year in which the Performance pursuant to the Agreement was delivered the CO₂ emission inventory of the performance to De Romein.

Artikel 23. Prohibition on transfer / outsourcing

1. Without prior written consent of De Romein the Contractor is not allowed to assign, pledge or otherwise transfer claims that the Contractor has of shall have pursuant to the Agreement. In respect of the claims as intended in the previous sentence, the transferability and hence also the pledgeability without the said consent is expressly excluded, as intended in Section 83 Subsection 2 of Book 3 of the Dutch Civil Code, which exclusion has effect under property law.
2. If De Romein gives written consent then the assignment, pledging or transfer shall not regard the amounts that De Romein is entitled to pay to the blocked account as intended in article 8 paragraph 4 and/or to the account of the Sub-contractor(s) as intended in article 9 paragraph 4. 3. The Contractor is not allowed to, without prior written consent of De Romein, fully or partly award the Performance to a third party or to rely on (hired) workers made available by third parties.
3. If De Romein gives consent to the full or partial award of the Performance to a third party then the Contractor must conclude a written agreement with the said third party in which the conditions of the Agreement are passed on one-on-one to its Sub-contractor. De Romein can impose the condition on granting its consent that the Contractor establishes an undisclosed pledge on the rights of the Contractor deriving from the agreement with the said third party for the benefit of De Romein.
4. If the Contractor awards the work, either fully or partly, to a third party in consideration of the previous paragraph then the Contractor must draw up a written agreement of the same. The conditions of the Agreement are part of it, in the sense that in it Contractor takes the legal position of De Romein and the sub-contractor that of the Contractor. The Contractor shall, by way of perpetual clause, impose the obligations on account of this article on its sub-contractors, subject to a penalty immediately claimable by De Romein equal to the part of the contract sum that is qualified as the wage expenses component, without prejudice to the right of De Romein to claim full compensation.

Artikel 24. Disputes and applicable law

1. Any and all disputes that may arise between the parties in connection with or as a result of the Agreement or agreements that may derive from the same, and that cannot be solved amicably, shall, with the exclusion of the ordinary court, be decided by the Arbitration Council for the Building Industry in accordance with the bye-laws of the Council as applicable on the day the Principal awarded the Contract to the De Romein. In derogation from the said bye-laws, the President of the Council shall pertain to the lawyer-members of the Arbitration Tribunal. The Arbitration Tribunal shall rule according to the rules of the law.
2. In derogation from paragraph 1 De Romein is entitled to have a dispute settled by the authority determined in the Master Building Agreement or to, in a dispute instituted by the Contractor, rely on the competence of the authority determined in the Master Building Agreement. As the occasion arises, the Arbitration Tribunal shall not be competent to take cognisance of the dispute.
3. The Contractor is held to, pending the availability of a ruling in the dispute, at the request of De Romein, continue the Agreement according to instructions of De Romein, unless arbitrators / the court (by way of provisional injunction / urgent dispute) ruled differently.
4. Dutch law is applicable to the Agreement, with the exclusion of the Vienna Sales Convention.

Artikel 25. Closing provisions

1. The provisions of these GPTC do not affect the statutory rights of De Romein.
2. The headers of the articles are merely meant to increase the readability of these GPTC and are not a tool for interpretation.

Chapter II. **Delivery of goods**

Artikel 26. Delivery and ownership

1. The delivery takes place carriage paid at the stipulated delivery address, including payable duties (Delivery Duty Paid according to the Incoterms 2010), and is unloaded at the location(s) designated by De Romein. The transport at the building site and the unloading risk are at the risk and expense of the Contractor.
2. The goods must have been packed properly and in an environmentally friendly manner. The Contractor shall be liable for damages to persons or goods caused by insufficient (insufficiently safe) packaging and/or damage to or

destruction of the said packaging. De Romein is always entitled to return the (transport) packaging materials to the Contractor at the expense of the same.

3. The Contractor shall have the delivered goods accompanied by any and all required documentation, in order to use the delivered goods properly, as also by any and all potential inspection, testing and control reports and warranty certificates.
4. The deliveries must take place at the time stipulated in the agreement or according to the schedule established by De Romein. In case of an overstepping of the delivery period the Contractor shall be in default without any further notice of default and shall be held to compensate De Romein for any and all consequently incurred damages.
5. The Contractor shall be bound by the time of delivery established in the agreement or the delivery schedule established by De Romein, with the understanding that De Romein is entitled to establish the time and/or the schedule of delivery further by call and to thus fit it in with the progress of the work, the latter without entitling the Contractor to a price change or any other form of compensation.
6. De Romein is moreover entitled to, if so required by the progress of the work, determine the order of the deliveries to be performed by the Contractor further, also if the agreement contains a certain order.
7. If, for any reason whatsoever, De Romein is not able to take delivery of the goods at the stipulated time via the established schedule then the Contractor shall store and secure the goods and take any and all reasonable measures in order to prevent degradation of the quality, until they have been delivered.
8. The delivery is only deemed to have been accepted by De Romein when the delivery has been approved, which follows from the confirmation of receipt ticket. Up to a month after the date of delivery De Romein and/or the Principal and/or the building management of the project shall be entitled to inspect the delivered goods, in order that any and all other time limits within which a complaint must be filed, if and insofar as they are applied by the Contractor, are not valid vis-à-vis the Client.
9. Approval and acceptance are only applicable to the quantity and the external appearance of the delivered goods. If goods are delivered in a packed and bundled manner then approval and acceptance are only related to the quantity and the external appearance of the parcels.
10. In case of rejection, De Romein shall immediately inform the Contractor accordingly. The Contractor shall, on demand, dispose of rejected goods at its own expense. Failing disposal of the rejected goods, De Romein shall be entitled to return them at the risk and expense of the Contractor.
11. Without prejudice to the right of De Romein to, at its sole discretion, (partly) rescind or terminate the Agreement and to claim potential compensation, De Romein is, after rejection, entitled to require delivery of new goods that do comply with the inspection requirements within a time limit to be determined by the same, without being liable to pay any additional fee.
12. De Romein is entitled to suspend the payment of rejected goods.
13. The title of goods that are part of the Performance transfers from the Contractor to De Romein upon delivery at the delivery address specified by De Romein or, if and to the extent that De Romein pays the Contractor prior to the delivery of the said goods, on the date of payment, as a result of which the Contractor or a third party with whom the goods are located starts holding the goods for De Romein. The Contractor guarantees that each and every transfer of title is a transfer of the unencumbered title.
14. If and to the extent that a transfer of title takes place prior to delivery at the delivery address, from the transfer of title the Contractor shall store the relevant goods at a thereto-designated location within the business of the Contractor (the 'Storage Location'), separate from other goods that are present within the business of the Contractor, and qualify the same as the property of De Romein and inform De Romein as soon as the relevant goods are stored at the Storage Location. The Contractor bears, as long as the relevant goods are stored within its business, the risk of loss and theft of the said goods and shall take out sufficient insurance against this. The Contractor shall, on demand, submit copies to De Romein of the relevant policies and proof of payment of the premium.
15. Transfer of title does not imply approval of the Performance by De Romein.
16. Material made available by De Romein is and remains, under all circumstances, the property of De Romein and shall be marked and individualised as such by the Contractor in a manner recognisable to third parties. The material is deemed to be in a good state upon receipt by the Contractor and in conformity with the required specifications, unless the Contractor files a written complaint within 10 days after receipt.
17. The Contractor is not allowed to use material made available by De Romein or to have it used by third parties for or in connection with a purpose other than the delivery of the Performance.

Artikel 27. *Time of delivery*

1. The deliveries must start at the time established in the Agreement and must take place in accordance with the time limits included in the Agreement or the schedule to be established by De Romein. The schedule included in the Agreement and/or to be established contains fatal deadlines for the Contractor.
2. As soon as the Contractor knows or expects that the goods cannot be delivered properly or not in a timely fashion, the Contractor shall immediately inform De Romein accordingly in writing, with reference to the circumstances that cause the same.
3. De Romein reserves the right to establish the time and/or the order of the deliveries further, whether or not by call. As the occasion arises the Contractor shall not be entitled to compensation for damages and/or expenses, unless, at

the sole discretion of De Romein, due to the said change the costs for the Contractor are demonstrably increased considerably and the principles of reasonableness and fairness therefore require that the said costs must fully or partly be borne by De Romein.

Artikel 28. *Safety*

With each and every delivery of substances that are detrimental to the health, the Contractor must deliver the present safety information sheet (Material Safety Data Sheet, abbreviated as MSDS).

Chapter III. Contracting of work / Sub-contracting

Artikel 29. *Obligation to warn*

1. The Contractor must prior to delivery of the Performance examine and warn De Romein of potential unsuitability of the situation observed by the Contractor at the start of the delivery of its Performance, including unsuitability of the subsoil and other works and goods that do not originate from the Contractor on, at or in which the materials that are part of the Performance must be placed or processed.
2. After the start of the delivery of the Performance, potential unsuitability of the observed situation shall be at the risk and expense of the Contractor.

Artikel 30. *(Time of) activities*

1. The activities must start at the time established in the Agreement and must take place in accordance with the planning included in the Agreement or a planning to be established further by De Romein. The planning included in the Agreement and/or to be established by De Romein contains fatal deadlines for the Contractor. In case of (an imminent) deviation from the planning the parties shall enter into discussions about the consequences of the said deviation as soon as possible.
2. As soon as the Contractor knows or expects that the activities cannot be performed properly or not in a timely fashion, the Contractor shall immediately inform De Romein accordingly in writing, with reference to the circumstances that cause the same.
3. The working hours of the Contractor must correspond with the hours generally applicable at the building site. Overtime is not permitted in case of objections of the Labour Inspectorate and/or De Romein.
4. De Romein can change and establish the time and/or the order of the activities to be performed, whether or not by call. The Contractor shall, as the occasion arises, not be entitled to compensation for damages and/or expenses.
5. The Contractor shall attend a start-up meeting, toolbox meeting, the biweekly progress meeting, sub-contracting meetings, work meetings and other meetings at the request of De Romein with a representative with sufficient decision-making authority.
6. During the working hours the direct manager of the Contractor must be present at the building site and the said person must have sufficient decision-making authority to organise the day-to-day course of affairs with regard to the implementation of the Agreement in accordance with the requirements and wishes of De Romein.
7. The Contractor is held to implement the Agreement with the same team composition.
8. The Contractor shall, where required, in case of continuation of the activities during winter comply with the rules of the Building Industry Absence Prevention Bureau Social Fund Foundation and shall only put its staff on frost leave after consent has been obtained from De Romein.
9. Upon application of so-called winter facilities the Contractor is held to lend cooperation in leave prevention measures of the Weather Leave Prevention Bureau of the Technical Bureau Building Industry.
10. The Contractor shall implement control measures that are in line with the weather conditions, in order that the quality of the Work remains guaranteed.
11. In case of impermissible conduct or defective quality of / by the Contractor, at the discretion of De Romein, or after a corresponding request of the Principal, De Romein shall be entitled to reject staff of the Contractor and/or to on demand remove them from the building site.
12. Scheduled days off (whether or not established collectively within the business of the Contractor) and the days off established pursuant to the Collective Labour Agreement applicable to De Romein shall not entitle the Contractor not to comply with its obligations or not in a timely fashion.
13. The Contractor shall refrain from the recruitment of staff amongst the employees of De Romein and other contractors of De Romein who are also involved in the project.

Artikel 31. *Equipment*

1. Equipment, tools and instruments to be used by the Contractor during the delivery of the Performance must be provided with valid approval of a competent authority.
2. The Contractor must dispose of redundant equipment and redundant tools.
3. The Contractor must use and maintain the equipment made available to the same by De Romein expertly.
4. The Contractor must provide for the storage space required by the same at its sole risk and expense. If the Contractor is allowed to use designated storage space at the building site then the storage shall be at the risk of the Contractor.
5. The horizontal and vertical transport required for the delivery of the Performance shall be at the expense of the Contractor.

Artikel 32. *Staff*

1. The Contractor must always have sufficient and professionally competent Employees at the Work and effectively and demonstrably instruct the said Employees about the applicable building site rules.
2. The Contractor must see to it that during the Performance to be delivered by the same a person authorised by the same is present at the building site who actually manages the Employees to be deployed by the same and who has command of the Dutch language.

Artikel 33. *Waste*

1. De Romein and the Contractor shall stimulate reuse of materials and reduce waste quantities and waste flows as much as possible.
2. The Contractor must keep the building site clean and deliver it clean.
3. Unless stipulated otherwise in writing, the packaging of the goods delivered and to be taken back by the Contractor is not paid by De Romein.
4. The Contractor shall, on demand of De Romein, take back the potentially paid packaging of the goods upon repayment to De Romein of the relevantly charged costs.
5. The Contractor must process packaging, debris and waste substances in conformity with the SHE plan and legislation and regulations, the Dutch Environmental Management Act and the Dutch Soil Protection Act.
6. The prices of the Contractor specified in the Agreement also include the costs of separated disposal and/or processing, respectively disposal and/or storage of any and all waste substances that are released during the activities of the Contractor.
7. The Contractor is held to use lockable containers, waste trays, etc. hired by the same at its own risk and expense for the disposal, processing or storage of waste substances related to the Performance.
8. The Contractor is held to provide De Romein with copies of the notification forms in the context of the Dutch Environmental Management Act. De Romein is entitled to suspend its payment until the obligations that derive from the Dutch Environmental Management Act and/or other environmental legislation are met.
9. If disposal of waste does not take place on demand of De Romein then De Romein shall be entitled to dispose of (have disposed of) the relevant waste substances at the risk and expense of the Contractor.

Artikel 34. *Insurances*

If the Contractor is, according to the Agreement, also insured pursuant to the CAR policy of De Romein or the Principal then the settlement with the CAR insurer (also including the excess, the damages that are not covered and the costs to be incurred) shall take place at the risk and expense of the Contractor.

Artikel 35. *Safety*

1. The employees of the Contractor must at least be in possession of an SCC certificate B (Basic Safety). If the Contractor does not dispose of an SCC** certificate then the Contractor must demonstrate that its business operations are in line with an SCC* certified safety management system.
2. The Contractor is held to ascertain itself of and to comply with the applicable building site rules, the HSE plan design and implementation phase and any and all permit rules that may affect the activities.
3. The Contractor must prepare an HSE sub-plan in accordance with the HSE plan and submit this to the HSE Coordinator prior to the implementation phase. Only after approval of the HSE sub-plan can the Contractor start the performance of its activities.
4. The Contractor must designate a person responsible for HSE. The person responsible for HSE is the point of contact for the HSE Coordinator and shall participate in the HSE coordination meeting.
5. The Contractor shall actively participate in internal checks / audits that focus on:
 - (i) the improvement of the safety awareness; and
 - (ii) causes of (near-) accidents.
6. The Contractor must immediately report (near-) accidents to the HSE Coordinator and De Romein. With the said notification, at least as soon as possible, the duration of the absence (in calendar days) must be provided by way of measurement of the seriousness of the accident.
7. Wearing of the personal protective equipment deemed required for the performance of the activities of the Contractor, at the discretion of De Romein, at the building site is mandatory.

Artikel 36. *Inspection and approval*

1. Inspection of the Performance takes place at the written request of the Contractor to De Romein in which the Contractor indicates on what day the Performance shall be ready.
2. The inspection takes place as soon as possible after the day as intended in paragraph 1 of this article. The day and the time of the inspection are communicated to the Contractor as soon as possible.
3. De Romein may require that the Contractor or its authorised representative is present during the inspection.
4. After the Performance has been inspected, the Contractor is informed as soon as possible whether the Performance is approved. If De Romein rejects the Performance then De Romein shall provide the reasons for the rejection.
5. A second inspection after approval has been withheld takes place in conformity with the aforementioned provisions.
6. The Contractor shall, on demand of De Romein, repair or replace the rejected Performance and/or parts of it at its own expense.

7. In case of rejection of the work or a part of it De Romein shall be entitled to suspend the payment.

Artikel 37. Maintenance

The maintenance periods of the Contractor at least equal the maintenance periods of De Romein on the basis of the Master Building Agreement, in the course of which the maintenance periods of the Contractor shall never expire prior to the corresponding maintenance periods of De Romein. In the event that the maintenance period was not stipulated in the (Master Building) Agreement, the maintenance period comes to an end twelve months after delivery of the work by De Romein to the Principal.

Chapter IV. **Code of Conduct De Romein**

Artikel 38. Safety Standards and Rules

The rules applicable to De Romein employees as summarised in the booklet “Safety Standards and Rules” are also applicable to employees of the Contractor. This booklet is made available by the Contractor to the Employees prior to the start of the activities.