

TERMS AND CONDITIONS

General Terms and Conditions of Purchase and Subcontracting

General Terms and Conditions of Purchase and Subcontracting of Heijmans N.V. and the companies affiliated with it within a group as referred to in Article 2:24b of the Dutch Civil Code.

Drafted on February 1, 2026

I GENERAL SECTION

GENERAL

Article 1: Definitions and Applicability

- 1.1 In these general terms and conditions, the following terms shall have the following meanings:
- **Construction Management:** the management as defined in the Main Contract.
 - **Main Contract:** the Agreement between the Client and the Principal.
 - **Intellectual Property Rights:** patents, trademarks, copyrights, typographical rights, database rights (including extraction rights), registered and unregistered design or model rights, business secrets, and the right to keep information confidential, and all rights and forms of protection of a similar nature or having the same or comparable effect on the aforementioned rights, anywhere in the world, regardless of whether they are registered and including applications for their registration.
 - **Delivery of Products:** delivery of Products, including all work and services related to the delivery of Products, insofar as these do not fall under "Performance of Works."
 - **Client:** Heijmans N.V. and/or one or more of its subsidiaries.
 - **Contractor:** any natural person or legal entity with whom the Client negotiates and/or enters into an Agreement.
 - **Agreement:** any agreement between the Client and the Contractor.
 - **Agreed Use:** the use of the Products intended by the Client as known to the Contractor or as the Contractor reasonably should have known at the time of entering into the Agreement, provided that such use is not expressly excluded or restricted in the Agreement.
 - **Products:** the goods that the Contractor delivers to the Client pursuant to the Agreement, including any Software incorporated into the goods or delivered with them.
 - **Principal:** the Client according to the Main Contract.
 - **Project:** the assignment described in the Main Contract.
 - **Software:** the software, including firmware and the like, that is included in Products or supplied with them.
 - **Performance of Work:** the performance of design and/or implementation activities including the creation of a tangible work, and/or the provision of services, whether or not accompanied by the Delivery of Products, not constituting an employment contract.
 - **Data Controller:** according to the General Data Protection Regulation (GDPR), the person who determines what personal data is processed and how.
 - **Business Days:** calendar days, excluding weekends and generally recognized public holidays within the meaning of Article 3 of the General Terms and Conditions Act (Algemene Termijnenwet).
 - **Work:** all work to be performed by the Contractor within the scope of the Agreement.
- 1.2 If the Agreement relates to the Delivery of Products, in addition to the provisions in the general section (I), the provisions in the specific section on purchasing terms and conditions (II A) apply. In the event of a conflict, the provisions in the specific section on purchasing terms and conditions shall prevail.
- 1.3 If the Agreement relates to the Performance of Works, the provisions of the special section on subcontracting terms (II B) apply in addition to the provisions of the general section (I). In the event of any conflict, the provisions of the special section on subcontracting terms shall prevail.

HEIJMANS CORE VALUES

Article 2: Integrity and Sustainability

- 2.1 The Contractor, as well as the companies affiliated with the Contractor within a group as referred to in Article 2:24b of the Dutch Civil Code, its employees, and the subcontractors, employees, and suppliers engaged by it, shall, in the performance of the Agreement, observe the standards set forth in the current Heijmans Code of Conduct ("Code of Conduct") and act in accordance with the principles and requirements set forth in the 'Sustainability Statement,' both of which can be found on the website www.heijmans.nl and will be provided upon request.
- The Contractor is responsible for compliance with the Sustainability Statement throughout the supply chain. The Contractor shall immediately report any violation or suspected violation of the Code of Conduct or Sustainability Statement to the Client in writing.
- 2.2 To verify compliance with Article 2.1, as well as in the event of a serious suspicion of conduct contrary to the Code of Conduct and/or the Sustainability Statement, the Client is entitled to have an audit conducted by an independent party. At the Client's request, the Contractor shall provide appropriate reports and/or a written self-assessment that provide insight into the objectives and results achieved in accordance with the Sustainability Statement. The Contractor shall cooperate in this regard and shall ensure that the parties and persons referred to in Article 2.1 also cooperate. Should the conclusions of the audit indicate that the conduct is in violation of the Code of Conduct and/or the Sustainability Statement, the Contractor shall immediately ensure that the Contractor and/or the parties and persons referred to in Article 2.1 act in accordance with the Code of Conduct and/or the Sustainability Statement, in which case the Contractor shall bear any resulting damages, including the costs of the aforementioned audit. Conduct in violation of the Code of Conduct and/or the Sustainability Statement shall be considered a material breach.

Article 3: Safety and Environment

- 3.1 The Contractor shall make every effort to ensure the safety of project personnel, supply chain partners, and the Project's surroundings, as well as increase safety awareness. The Contractor shall also encourage all parties involved to act proactively with regard to safety. The Contractor shall ensure that the Contractor, its employees, as well as any subcontractors, employees, and suppliers engaged by it, conduct themselves in accordance with Heijmans' Code of Conduct and the safety rules as set forth in the VGWM manual. These can be found at www.geenongevalen.nl. The Contractor shall ensure that all persons directly or indirectly involved by the Contractor in the performance of the Work, including employees of subcontractors and suppliers, are registered via Heijmans Project ID prior to accessing the construction site/work location and are in possession of a valid GPI certificate.
- 3.2 The Contractor is obligated to strictly comply with the instructions, requirements, and directives of the Client, the Construction Management, or government agencies such as the Labor Inspectorate.
- 3.3 The Contractor declares that it holds a valid VCA certificate and an SCL certificate in accordance with the applicable ViA standard. Copies of the (applicable) certifications must be in the Client's possession prior to the commencement of the Work.
- 3.4 The Contractor shall organize or participate in toolbox meetings (periodic safety briefings) and shall ensure the implementation of and compliance with the rules and regulations applicable to the Project.
- 3.5 The Contractor declares that it is in possession of all certificates required by law and (if applicable) by local regulations for the performance of the Work. Copies shall be provided upon the Client's first request.
- 3.6 The Contractor is obligated to take such measures as are necessary to ensure that no soil contamination and/or environmental damage occurs during the delivery and removal of equipment and/or materials and during the performance of the Work on the construction site. Should soil contamination and/or environmental damage nevertheless occur, the Contractor undertakes to immediately take appropriate measures, report such contamination to the Client, and restore the original condition at its own expense. The Contractor indemnifies the Client against any claims by third parties in this regard.
- 3.7 In the event of non-compliance with this article, the Client is entitled to deny the person in question access to the Project and/or to take measures in accordance with the reward and enforcement policy (VGWM manual, Enforcement Chapter). The Contractor accepts this reward and enforcement policy.
- 3.8 The Contractor shall comply with the Client's hazardous substances policy. This policy aims to prevent the use of hazardous substances on Projects and in the Client's business operations and to encourage the use of non-hazardous alternatives. The list of hazardous substances is published on the Dutch government's website. More specifically, the Client prohibits the use of CMR-labeled products if an alternative exists for such a substance.
- 3.9 In order to ensure functionality, efficiency, and quality, the Contractor is not permitted to use alternative substances without the Client's prior written consent.
- 3.10 The Contractor shall promptly report project-specific safety and convergence risks and shall implement the necessary control measures at its own expense. In the case of convergence risks, the measures and responsible parties shall be determined in consultation with the Client.
- 3.11 The Contractor shall report incidents and unsafe situations in the GO app and encourage the reporting of unsafe situations. Incidents shall be handled in accordance with the Heijmans Emergency and Incident Action List, whereby the Contractor shall conduct the initial investigation in consultation with the Client.

AGREEMENT

Article 4: Formation and Content of the Agreement

- 4.1 The Contractor shall maintain its quotation for a period of 6 weeks. In the event that the Contractor submits its quotation in the context of a tendering procedure in which the Client participates and/or issues the request for proposals, the Contractor shall maintain its quotation for up to six months after the award.
- 4.2 The Contractor must return the Agreement, which has been sent to it and drawn up by mutual agreement, to the Client unaltered and signed within 14 days of the date of dispatch of the Agreement. If the Contractor fails to return the Agreement within the period specified above and does not raise any objections to its content within that period, or has commenced performance of the Agreement, the Agreement shall be deemed accepted on the terms set forth in the Agreement and subject to these general terms and conditions.
- 4.3 The following apply to all Agreements of the Client as if they were literally included therein (provided that "Principal" shall be read as "Client" and that the Contractor under the Main Contract shall be regarded as the Contractor):
- a. all technical and administrative provisions of the applicable specifications, minutes, and/or statement of instructions, or similar specification amendments, relating to the Main Contract;
 - b. all other provisions, including in any event the provisions regarding discounts and penalties, warranties, liability, insurance, suspension and termination, and dispute resolution, by which the Client is bound to the Construction Management and/or the Principal under the Main Contract, insofar as they are directly or indirectly related to the Agreement and if and to the extent that the Contractor was able to take note of them prior to the conclusion of the Agreement. The provisions of the Agreement shall at all times prevail over the provisions of paragraphs a and b.
- 4.4 The technical and administrative provisions of the specifications and the accompanying drawings applicable in the context of the Work, as well as the minutes and/or statement of instructions, explanations, supplements, and other relevant documents, are available for the Contractor to inspect at the Client's premises. Upon request, copies of these documents will be provided to the Contractor. The Contractor is deemed to have inspected the aforementioned documents and to have obtained all other information it requires.

RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

Article 5: Obligation to Investigate and Warn

- 5.1 To determine the Agreed Use and necessary Work, the Contractor has sufficiently informed itself of:
- the objectives for which the Client is entering into the Agreement;
 - the Client's organization, the Project, and the Principal, to the extent relevant to the Agreement.
- 5.2 The Contractor is obligated to notify the Client in writing if information, data, schedules, methods, instructions, and the like, provided by or on behalf of the Client, or decisions made by or on behalf of the Client, contain errors or defects, or if the Contractor suspects that such errors or defects exist. If the Contractor fails to provide the written notification referred to in the preceding sentence, it shall be liable for the harmful consequences of its failure.

Article 6: Confidentiality and Processing of Personal Data

- 6.1 The Contractor undertakes to maintain confidentiality towards third parties regarding the content of the Agreement and all information and Products developed in that context, as well as designs, diagrams, and other business information and know-how in the broadest sense of the word.
- 6.2 The Contractor shall require personnel involved by him in the performance of the Agreement and/or third parties engaged by him to observe the same confidentiality by means of a written agreement.
- 6.3 The obligations arising from this article shall continue even after the termination of the Agreement.
- 6.4 If and to the extent that the Contractor processes (primarily) Personal Data in the context of the performance of the Agreement on behalf of a Data Controller as referred to in the General Data Protection Regulation (GDPR), the Contractor shall enter into contractual agreements with the Client to comply with the GDPR. If necessary, the Client and the Contractor will enter into a Data Processing Agreement based on the current "Heijmans Model Data Processing Agreement for Personal Data" as published on www.heijmans.nl/nl/over-heijmans/certificaten-voorwaarden/ at the time the Agreement is concluded.
- 6.5 The Contractor shall take appropriate measures to secure its systems and the data of (or relating to) the Client and/or the Principal, in accordance with the current state of the art. The Contractor shall immediately report any security incidents affecting the services or data of (or relating to) the Client and/or the Principal to the Client, and the Contractor shall cooperate fully in the investigation and resolution of such incidents.

Article 7: Non-Competition

- 7.1 The Contractor shall refrain from making direct quotations and/or offers to the Principal regarding the Project.

Article 8: Subcontracting and Hiring

- 8.1 Without the Client's prior written consent, to which conditions may be attached, the Contractor is not permitted to subcontract the performance of the Agreement, in whole or in part, to a third party or to use temporary workers.
- 8.2 In the event of hiring temporary workers as referred to in the preceding paragraph, the Contractor is obligated to strictly comply with the conditions set forth in Article 18 in order to be indemnified against any liability claims under the principle of user liability (Article 34 of the Collection Act 1990). In this regard, the Contractor's indemnification obligation as referred to in Article 18.1 applies.
- 8.3 If the Contractor, after obtaining permission, assigns its Work, or a part thereof, to another party, it must immediately draw up a written contract for this purpose, the terms of which must form part of this Agreement, such that the Contractor assumes the legal position of the Client and the supplier/subcontractor that of the Contractor.

Article 9: Insurance

- 9.1 The Contractor is obligated to take out adequate insurance(s), with a minimum coverage of €2,500,000 per event/claim, to cover its (design) liability; failing to do so, the Client is entitled to terminate the Agreement without prejudice to the Client's other rights. Insurance of its liability does not affect the Contractor's liability under the Agreement or the law.
- 9.2 If multiple insurance policies apply in the event of a claim, the Contractor's (professional) liability insurance shall always take precedence over other insurance policies.
- 9.3 Upon delivery or use of motor vehicles and other rolling stock, the Contractor must insure the risk of liability for damage to the Client and/or third parties in accordance with legal requirements and in compliance with the applicable specifications and/or other contractual provisions. The insurance policies must, among other things, meet the following conditions:
- the Client must be designated as the primary co-insured on the Contractor's policy in connection with the Agreement;
 - the motor vehicle and equipment insurance policies may not contain any exclusions regarding so-called work-related risks and/or damage to underground property, such as, but not limited to, cables and pipes.
- 9.4 Upon request, the Contractor shall immediately provide the Client with proof of premium payment, in which the Contractor, unless prevented by legal obligations, shall disclose any prior claims under the same policy during the current insurance year.
- 9.5 In the event of a conflict between the requirements set by the Principal regarding the content of the Client's insurance and the actual content of the Client's insurance, the latter shall prevail. This means that the Contractor cannot rely on the relevant requirements of the Principal.
- 9.6 The Contractor is bound by the policy obligations as set forth in the insurance policies taken out by the Client and/or the Principal. In the event that the Contractor fails to fulfill these obligations, the Client is entitled to fulfill these obligations on behalf of and at the expense of the Contractor.
- 9.7 Claims under any insurance policies taken out by the Client (or the Principal) shall only arise upon a declaration to that effect by the Client (or the Principal) to the relevant insurer(s).
- 9.8 The deductible under any insurance policy shall always be borne entirely by the Contractor to the extent that the damage is at the Contractor's expense or risk.

Article 10: Certificates

- 10.1 If the Agreement requires certificates, attestations, warranty certificates, and/or instruction manuals, etc., the Contractor shall ensure that these are in the Client's possession no later than two weeks after completion of the Work, unless an earlier date is specified in the Agreement.

- 10.2 Notwithstanding the preceding paragraph, the Contractor is obligated under the Construction Quality Assurance Act (Wkb), the Contractor is obligated to provide, no later than upon notification of completion of the Work, all information, documentation, warranties, and instructions necessary for the compilation of the "competent authority file" and the "consumer file" in a digital format required by the Client. As long as these documents are not fully in the Client's possession, the approval or acceptance referred to in Article 34 cannot take place.

Article 11: Warranty & Conformity

- 11.1 Without prejudice to its liability under the Agreement or by law, the Contractor guarantees, for the period to be specified in the Agreement, failing which a period of five years shall apply, that the Work, including the Products used or supplied in connection therewith, shall at least:
- be of good quality, free from defects in design, construction, assembly, and materials; and
 - comply with the provisions of the Agreement (and the accompanying documents, including those referred to in Section 4.3 of these terms and conditions) and be suitable for the purpose for which they are intended as well as the Agreed Use, and conform to the requirements set forth in the Agreement and by or on behalf of the government; and
 - be of sound material and workmanship, executed by skilled persons under expert supervision, in all respects in accordance with the drawings and specifications and, if applicable, at least equal to samples or models made available or shown to the Client by the Contractor.
 - be accompanied by high-quality user manuals and other documentation for the Products, which the Contractor shall provide in a manner and quantity that may reasonably be requested by the Client;
 - with respect to any Software to be delivered: that the Software is free of viruses and other malicious code and suitable for the Agreed Use, that the Contractor is entitled to grant the Client a license to use the Software, and that the Software does not infringe upon any third-party Intellectual Property Rights.
- The delivered Work and Products shall be fully suitable for delivering the intended performance, as well as comply with all standards, quality marks, laws, and government regulations in effect at the time of the conclusion of the Agreement and at the time of actual delivery.
- 11.2 The provisions of paragraph 1 of this article apply on the understanding that, if the Client announces prior to the award of the contract that it is obligated under the applicable specifications to provide a certain warranty for the Work to the Principal, the Contractor is obligated to provide the same warranty to the Client, unless the manufacturer's warranty is more comprehensive than the one referred to above, in which case that manufacturer's warranty applies.
- 11.3 The warranties referred to in paragraphs 1 and 2 of this article apply (i) in the case of Delivery of Products, from the date of delivery, (ii) in the case of subcontracting, from the date of acceptance of the Project (or partial acceptance of such Work) by the Client to the Principal, and (iii) in the case of delivered technical components and installations in particular, from the date of commissioning or start-up.
- 11.4 Without prejudice to the Client's other claims, the Contractor shall, at its own expense, repair all defects occurring during the warranty period as soon as possible upon first notice from and in consultation with the Client.
- 11.5 After replacement or repair within the warranty period, the agreed warranty shall recommence for the relevant part of the delivered goods.
- 11.6 The Contractor is obligated to organize and maintain its operations in such a way that the origin of every part and/or component of the delivery is traceable, including production and origin history.
- 11.7 The Contractor acknowledges and accepts that, if the Client does not enter into a maintenance or management agreement regarding the delivered Products and/or completed Work, the Client is entitled to maintain, modify, or manage the delivered items itself or have them maintained, modified, or managed by a third party. If the Client maintains or manages a delivered Product itself or has it maintained or managed by a third party, the Contractor will assist the Client in doing so upon request for a fee in line with market rates. To this end, the Contractor will, upon request, provide the necessary (additional) information to the Client or a third party engaged by the Client for this purpose.

Article 12: Price and Quantity

- 12.1 Unless otherwise agreed in writing, alle prices are fixed. No adjustment shall be made due to increases in wages, prices, or other cost-increasing factors, unless otherwise agreed.
- 12.2 All prices applicable to the Delivery of Products and/or Services include all import and export duties and other levies and taxes, as well as all insurance costs, but exclude VAT. Currency differences (differences in exchange rates between the time of ordering and delivery/invoicing) also have no effect on the price.
- 12.3 Unless the Agreement expressly states that the quantities are subject to adjustment, the quantities specified in the Agreement are stated as accurately as possible, and the Contractor is not entitled to demand a price adjustment per unit; the Contractor must deliver as much more or less as required.
- 12.4 The Contractor is only entitled to claim additional compensation due to cost-increasing circumstances if and to the extent that the Client is also entitled to make such a claim against the Principal, unless the cost-increasing circumstances are entirely attributable to the Client.

Article 13: Invoicing

- 13.1 The invoices to be sent by the Contractor to the Client must comply with the requirements set forth in or pursuant to the Dutch Turnover Tax Act of 1968.
- 13.2 If Article(s) 34 and/or 35 of the Dutch Collection Act 1990 apply, the Contractor must also clearly and legibly state the following information on the dated and numbered invoice:
- the contract number / SAP number;
 - the Project and the project number;
 - the period and the Work performed to which the invoice relates;
 - the amount of wages included in the invoiced amount;
 - the Contractor's name, address, and place of residence;
 - the Contractor's VAT number;
 - a statement indicating whether the reverse charge mechanism (as referred to in Article 24b of the 1968 Turnover Tax Implementation Decree) applies. If applicable, the statement must include the notation "turnover tax reversed." If not applicable, the statement must include the amount of the turnover tax;

- h. the number of the Contractor's G-account as referred to in Article 18.4 (Chain Liability/Hirer's Liability).
- 13.3 Invoices from the Contractor must be submitted stating the Project, project/order, or contract number specified by the Client, as well as the date of the assignment. The invoice must be submitted to the branch/regional office of the relevant subsidiary acting as the Client, unless another method of invoicing has been agreed upon in writing.
- 13.4 Invoices must be accompanied by receipts, man-day statements, or MUIS entries signed for approval by an authorized representative of the Client.
- 13.5 The Contractor is not entitled to increase the invoice by a so-called credit restriction surcharge.
- 13.6 The Contractor is obligated to provide the Client, upon request and free of charge, with all information required for its administration or that of the Principal.
- 13.7 The Contractor shall, at the Client's first request, provide the security required by the Client.
- 13.8 Invoices that do not meet the requirements set forth in the preceding paragraphs of this article will not be processed or paid.

Article 14: Permits, Tools, and Materials

- 14.1 The Contractor shall be responsible for obtaining the permits related to the performance of its Work as set forth in the (Main) Contract.
- 14.2 The Contractor must comply with and observe the regulations set forth in the permits granted for the Project.
- 14.3 Unless otherwise agreed in writing, the Contractor shall be responsible for providing all tools and equipment necessary for the performance of the Work, such as scaffolding, aerial work platforms, etc. All transportation of materials and equipment shall be at the Contractor's expense and risk.
- 14.4 The Contractor may only use the Client's tools with the Client's consent. Such use is at the Contractor's expense and risk. The Contractor shall indemnify the Client against any claims by third parties in this regard.
- 14.5 If and to the extent that materials are required for the Work that must be supplied by the Client, these materials will be delivered to the Contractor on demand. The care of these materials is at the Contractor's expense and risk. The Contractor must ensure the proper receipt, storage, and transport of the materials at the Project site and handle any returns.

Article 15: Use of Artificial Intelligence

- 15.1 The Contractor shall not use freely accessible AI tools in the performance of its Work. This applies to freely accessible artificial intelligence (AI) applications or tools, including but not limited to generative AI systems (such as ChatGPT, Gemini, Claude, Midjourney, and similar technologies), unless prior written consent has been obtained from the Client.
- 15.2 If the Client grants written permission for the use of specific AI tools, the Contractor shall use them exclusively within the limits of that permission and in compliance with the conditions set by the Client, including security and confidentiality requirements.
- 15.3 The Contractor acknowledges that the use of open AI tools may entail risks, including risks to the protection of confidential information and intellectual property rights.
- 15.4 Any violation of this section shall be deemed a serious breach for which the Client is entitled to take appropriate measures, including termination of the Agreement and/or compensation for damages.
- 15.5 The Client is entitled to monitor compliance with this prohibition/article and any exceptions granted. The Contractor shall cooperate fully in this regard.

Article 16: Organization of Work

- 16.1 The Contractor is obligated to follow exclusively the orders and instructions given by the Client. However, the Client may request in writing that the Principal (or the Principal's authorized representative), after consultation with the Contractor, issue its orders and instructions directly to the Contractor.
- 16.2 Public holidays, holidays, vacation days, or other established or to-be-established days off recognized generally or at the Project site, or prescribed by the government or under a collective bargaining agreement, also apply to the Contractor and its employees performing the Work.
Any additional costs incurred by the Contractor as a result of this cannot be recovered from the Client. The same applies if the Contractor's services cannot be utilized due to a strike at the Client's premises or at third parties, including the Principal.
- 16.3 The Work to be performed by the Contractor must take place within the working hours applicable at the construction site/work location, with the Contractor adapting to the Client's vacation, working, and break times. If the Client requires work to continue on a Project during the winter season, the Contractor is obligated to cooperate.
- 16.4 The names (where legally required, including Social Security number, nationality, A1 certificate, ID number, type of ID, and expiration date) of employees employed by the Contractor or of staff members/self-employed persons engaged by the Contractor must be provided in a timely manner and before they enter the work site to the Project manager or the Client's contact person. The Contractor must ensure that every person performing Work on a Project is registered. The Contractor will receive an invitation with the corresponding link for this purpose (no later than one week before the start of the Work). If registration has not taken place or is incomplete, access to the work site may be denied.
- 16.5 The Client has the authority to deny employees or other personnel of the Contractor access to the construction site/work location and/or to have them removed due to failure to identify themselves, unsuitability, disruption of order, misconduct, etc. In such cases, the Client is entitled, without any notice of default or judicial intervention being required, to terminate the Agreement in whole or in part, without prejudice to its right to compensation.
- 16.6 During the performance of the Work, a person must always be present on behalf of the Contractor who is authorized to follow orders and instructions from or on behalf of the Client and to convey these to the Contractor without delay. The name of this person must be communicated to the Client's site supervisor or contact person and to any on-site construction management. This person must report to the Client's site supervisor or contact person at the start, interruption, or termination of the Work.
- 16.7 The Contractor shall cooperate in keeping the construction site/work location clean. In particular, the Contractor is obligated, at its own expense, to properly and lawfully dispose of all debris and construction waste generated during its Work—including used packaging materials, tools, and equipment, as well as leftover materials and consumables—in accordance with the waste separation instructions specifically imposed by the Client. Disposal of the resulting debris, etc., shall be carried out in the Contractor's containers, unless otherwise agreed in writing.
- 16.8 Any parking costs shall be borne by the Contractor.
- 16.9 When using so-called winter facilities, the Contractor is obligated to cooperate with measures to prevent work stoppages.

Article 17: Assignment and Pledge of Claims

- 17.1 If the Contractor wishes to pledge or assign its (future) claims against the Client, the Contractor shall inform the Client in advance and in writing. The formal notice shall include the claim specification, name and address details, bank details, and payment instructions. In the event of an incomplete notice or doubt, the Client may suspend payment without interest.
- 17.2 The G-account portion of a claim is non-transferable and non-pledgeable under property law within the meaning of Article 3:83(2) in conjunction with (4) of the Civil Code. Any act or provision contrary to this is void.

Article 18: Miscellaneous Laws and Regulations

- 18.1 The Contractor is obligated to comply with all provisions of the Foreign Nationals Employment Act (Wav), the Labor Intermediaries Allocation Act (WAADI), the Combating Sham Arrangements Act (WAS), the Compulsory Identification Act (WID), as well as the fundamental labor standards of the International Labor Organization. The Contractor indemnifies the Client against any fines and/or sanctions and/or damages (such as loss of income or claims by the Principal and/or third parties) arising from a violation of these laws, regulations, and/or standards.
- 18.2 The Contractor undertakes to comply with and observe all relevant standards and regulations when performing the Work.
- 18.3 The Contractor guarantees to comply with the applicable collective bargaining agreement(s) and to fulfill its legal obligations regarding the payment of contributions, social insurance, as well as payroll tax, including national insurance contributions (including under the Chain Liability Act).
- 18.4 In compliance with the Chain Liability Act and the hirer's liability, the Contractor shall ensure that a G-account is available at all times.
- 18.5 The Contractor's obligations also include:
 - a. upon the Client's request, presenting proof of its registration in the Commercial Register, as well as providing its VAT number and the number of its business license, to the extent that such is required for the conduct of its business;
 - b. upon the Client's request, prior to employees commencing the Work, providing a list containing the names of all employees/staff members directly or indirectly employed by the Contractor;
 - c. to provide a weekly man-day log, signed by the contractor, regarding the Work assigned to him.
- In the case of foreign employees, the Contractor is obligated to apply for a Dutch BSN number for each employee and to report this to the Client if a tax liability arises in the Netherlands;
- d. providing the Client, once every three months or as often as the Client wishes, with a statement regarding the payment of payroll taxes and social insurance contributions. If the Contractor is affiliated with the Stichting Normering Arbeid, a copy of the most current NEN-4400 certificate shall suffice;
- e. indemnifying the Client against fines imposed by the Principal and/or third parties due to the Contractor's failure to comply with obligations under the Agreement or the law.
- 18.6 Payments to be made by the Client to the Contractor shall furthermore be subject to the condition that, prior to employment, the Client is notified if employees from EU countries other than the Netherlands are to be employed at the work site, including the names and dates of birth of the relevant employees and providing evidence (such as an A1 form) demonstrating that social security contributions for these employees are being paid in the relevant other EU country for the duration of the Work to be performed. In addition, if applicable, a copy of the EHIC (European Health Insurance Card) must be submitted, on the basis of which medical care can be provided in the Netherlands.
- 18.7 If the Client can reasonably conclude that the Contractor will owe a higher amount in social insurance contributions, payroll tax, and national insurance contributions in connection with the Work than the percentage specified in the Agreement, the Client may amend that percentage.
- 18.8 If, by law, the Client is held liable and is therefore required to pay unpaid (advance) premiums, social insurance contributions, and taxes, the Client shall have a right of recourse against the Contractor for the full amount, plus statutory interest from the date of payment by the Client.
- 18.9 If the Contractor fails to fulfill its obligations toward its employees under the applicable collective bargaining agreement(s) and the Client is held liable to fulfill these obligations, the Client shall have a right of recourse against the Contractor for the full amount, plus statutory interest from the date of payment by the Client.
- 18.10 If the Contractor and/or third parties engaged by it can no longer meet their payment obligations under the law, the Contractor must notify the Client thereof within five Business Days from the day the inability to pay arose; failing to do so, the Contractor shall be in default vis-à-vis the Client by operation of law. The Client shall then be entitled, without any notice of default or judicial intervention being required, to declare the Agreement terminated in whole or in part, without prejudice to its right to compensation.
- 18.11 The Contractor guarantees that a person will be present at the work site during the Work who can communicate with the Contractor's employees/staff in both Dutch and the relevant foreign language.
- 18.12 The Contractor's employees/staff must demonstrate that they are freely permitted to work or must hold a valid work permit if they do not possess Dutch nationality, Swiss nationality, or the nationality of one of the countries of the European Economic Area (EEA).
- 18.13 The Contractor's employees/staff must always be able to present (including at the workplace) a valid form of identification and, where applicable, a valid work permit. The Client may periodically (on a random basis) check them for this. If a required document is missing, the Client will deny them access to the work or remove them from the work. If the Client suffers damage as a result, this damage will be fully recovered from the Contractor. Upon the Client's first request, the Contractor shall ensure that all documents, including IDs (if required), of which the Client requests a copy under the WID and WAV, are submitted to the Client.
- 18.14 The Contractor shall document all employment-related agreements pertaining to the performance of the Work in a clear and accessible manner.
- 18.15 Upon request, the Contractor shall provide authorized authorities with access to these employment-related agreements and shall cooperate with inspections, audits, or wage validation. If the audit reveals that the Contractor does not comply with the obligations set forth in the preceding paragraphs, the costs of the audit, as well as any associated costs, shall be borne by the Contractor.

- 18.17 Upon request, the Contractor shall provide the Client, or a person authorized by the Client for that purpose, with access to these employment terms and conditions if the Client deems this necessary in connection with the prevention or handling of a wage claim regarding work performed for the Works, as well as in the event of irregularities being detected.
- 18.18 The Contractor shall indemnify the Client against all claims by third parties regarding wage payments arising from Work performed in the context of the execution of the Work, as well as against any fines imposed on the Client and/or third parties as a result of violations of the WID and WAV.

RIGHTS AND OBLIGATIONS OF THE CLIENT

Article 19: Set-off

- 19.1 The Client is entitled to set off the amounts owed to the Contractor in connection with the Agreement against claims that the Client itself, or one of its affiliated group companies (within the meaning of Article 2:24b of the Dutch Civil Code) of the Heijmans Group, has against the Contractor, for whatever reason.
- 19.2 The Client hereby further stipulates, by way of an irrevocable third-party clause for the benefit of the group companies referred to in Article 19.1, that these companies are also authorized to set off their debts to the Contractor against claims that the Client has against the Contractor.

Article 20: Rights of Suspension

- 20.1 The Contractor hereby waives its right to suspend its obligations under the Agreement.
- 20.2 Notwithstanding the (suspension) rights to which the Client is entitled by law, the Client is entitled to suspend its payment obligations if the Contractor fails, or is in danger of failing, to fulfill its obligations.
- 20.3 The Contractor expressly waives its right of retention.

Article 21: Payment and Final Settlement

- 21.1 If the Contractor has fulfilled all of its obligations under the Agreement, the Contractor may invoice the Client for the agreed price, after which payment by the Client shall be made within sixty (60) days. However, a term of thirty (30) days applies to self-employed professionals and SMEs.
- 21.2 If and to the extent that, pursuant to laws or regulations, an alternative payment term must be applied at any time during the term of the Agreement, the Contractor must, if reasonably possible for the Contractor, notify the Client in writing and with justification prior to the conclusion of the Agreement. If, after the Agreement has been concluded, the Contractor becomes entitled to an alternative payment term, it must notify the Client of this in writing, stating the reasons, within 14 days. The Client will then assess this.
- 21.3 Payments shall be made in accordance with a payment schedule to be agreed upon, and in the absence of such a schedule, following the final delivery (in the case of Delivery of Products) or following the completion of its Work (in the case of Performance of Work). The Client shall only pay:
- as soon as the Work or the portion to which an (installment) payment relates has been satisfactorily performed by the Contractor;
 - upon the Client's receipt of an invoice in accordance with the provisions of Article 13 (Invoicing); and
 - after the Contractor has demonstrated to the Client, upon request, that it has paid the employees/staff involved in the Work their due remuneration, as well as that it has paid the social security contributions and payroll taxes owed for these employees.
- 21.4 The Contractor is obligated to submit its final invoice to the Client within 12 months of the completion of its Work, on pain of forfeiture of rights. If the Principal and the Contractor have agreed on a maintenance period, the final invoice must, also on pain of forfeiture of rights, be submitted within 12 months after the expiration of that maintenance period.
- 21.5 Notwithstanding the foregoing, payments or invoicing may only take place after the Client has received the unaltered copy of the Agreement signed by the Contractor.
- 21.6 Payment by the Client for (parts of) the Work does not release the Contractor from any warranty and/or liability arising from the Agreement or the law.
- 21.7 If, due to the Contractor's default or inability to perform, the Client performs the Work in whole or in part, or has it performed by others, the Client shall be entitled to pay, at the Contractor's expense, a reasonable compensation directly to the Contractor's subcontractors and suppliers for the Work for which they have not yet received payment. The Client shall not proceed to do so until after having heard the Contractor on the matter. The payment made by the Client to such third party shall be deducted from the remuneration agreed between the Client and the Contractor.

Article 22: Inspection and Testing

- 22.1 The Client and third parties engaged by the Client and/or the Principal and/or the Construction Management shall at all times have the right to inspect or approve the Work. In such cases, the Contractor shall provide such facilities as may reasonably be required for this purpose.
- 22.2 The costs of the inspection and/or approval shall be borne by the Contractor in the event that the Work is rejected by the Client and/or Principal and/or Construction Management.
- 22.3 Inspection or approval does not release the Contractor from any warranty or liability arising from the Agreement or the law.

MISCELLANEOUS

Article 23: Intellectual Property

- 23.1 All (claims to) Intellectual Property Rights relating to any result arising from or created in the context of the Work or the Agreement, with the exception of Software not specifically developed for the Client and the associated Documentation as referred to in Articles 23.7 and 23.8, shall vest in the Client. Upon entering into an Agreement, the Contractor shall transfer (or assign) the Intellectual Property Rights—to the extent necessary—to the Client free of charge, which transfer and assignment the Client hereby accepts in advance. The Client is the rightful owner of all results of the Work and the use of the Products, including the data generated thereby and in the future. If Software has been developed specifically for the Client, the transfer also includes the source code and technical documentation, which shall be made available immediately upon delivery.
- 23.2 The Client and the Contractor expressly acknowledge that Article 23.1 shall be regarded as the deed of transfer of the (future) Intellectual Property Rights. To the extent that the aforementioned transfer does not result in the transfer of the Intellectual Property Rights to the Client (in advance), the Contractor shall, upon the Client's first written request,

immediately perform any act necessary for the transfer of the Intellectual Property Rights, including but not limited to signing a written deed of transfer or any other document intended to transfer the Intellectual Property Rights to the Client. In this regard, the Contractor hereby also grants the Client an irrevocable power of attorney to perform, on behalf of the Contractor, all acts necessary for the transfer of the Intellectual Property Rights to the Client.

- 23.3 To the extent permitted by law, the Contractor waives its moral rights within the meaning of Article 25(3) of the Copyright Act. The Contractor shall ensure that any third parties engaged by the Contractor who have created Intellectual Property Rights for the Contractor waive, prior to the transfer and to the extent permitted by law, all moral rights that may be due to them. To the extent that a waiver of moral rights is not legally possible, the Contractor guarantees that it will not assert any claims to these moral rights without the Client's prior written consent. The Contractor shall ensure that this also applies to third parties engaged by it.
- 23.4 For clarification, but without imposing any limitation, the parties declare that the transfer pursuant to Article 23.1 entails that the Client may use and exploit (or have exploited) the Intellectual Property Rights vested therein in any manner and in any form whatsoever, without any restrictions attached thereto.
- 23.5 The transfer of the Intellectual Property Rights takes place without the Client owing the Contractor any compensation for this. The Contractor is deemed to have been compensated for this transfer through the compensation received by the Contractor for the Work performed on behalf of the Client.
- 23.6 All ownership and Intellectual Property Rights to drawings, calculations, models, methods, computer files, and other information (media) and documents (whether electronic or not) (the "Material") that the Client has provided to the Contractor under the Agreement remain with the Client. The Material must be returned to the Client upon the Client's first request, at the Contractor's expense.
- 23.7 Unless expressly agreed otherwise in the Agreement, the Contractor grants the Client a worldwide, non-exclusive, perpetual, and irrevocable license to use the standard Software and the documentation that is part of the Products, including the right to maintain or have the Products maintained or managed in accordance with Article 11.7 above. The Client is entitled to sublicense the Software and/or transfer the license to companies affiliated with it within a group as referred to in Article 2:24b of the Dutch Civil Code, the Principal, or other third parties, if and to the extent that the Client also supplies the Product associated with the Software to that party. Including the right to maintain or have maintained or manage Products in accordance with Section 11.7 above. The Client is entitled to sublicense the Software and/or transfer the license to companies affiliated with it within a group as referred to in Article 2:24b of the Dutch Civil Code, companies within the Principal, or other third parties, if and to the extent that the Client also transfers the Products associated with the Software to that party.
- 23.8 The Contractor warrants that the performance of the Agreement will not infringe upon any Intellectual Property Rights of third parties. The Contractor indemnifies the Client without any limitation against claims by third parties arising from infringement of these Intellectual Property Rights. The Contractor's obligations arising from this paragraph shall continue even after termination of the Agreement.
- 23.9 In the event of an alleged infringement of a third party's Intellectual Property Rights, the Contractor shall, at its own expense, take all measures that may contribute to preventing and/or limiting the costs incurred and/or damage suffered by the Client as a result thereof.
- 23.10 The Contractor warrants that in the development of the Software, no use has been made of open-source software, libraries, or code for which a time-limited license has been issued and/or that is subject to, or similar to, a General Public License (as defined by the Open Source Initiative or the Free Software Foundation), nor will the Software operate in such a way that it is compiled with or linked to such a license, unless otherwise agreed in a written Agreement.
- 23.11 If and to the extent that Building Information Modeling ("BIM") is used in the Work, the Contractor shall, upon the conclusion of an Agreement, grant the Client an irrevocable right of use for all data, models, drawings, and information (data) provided by the Contractor within BIM. Notwithstanding any Intellectual Property Rights in this data, the Contractor is never entitled to block or suspend access to the data or to exercise a right of retention with respect to the data during the term of the Agreement.

Article 24: Liability

- 24.1 The Contractor is liable for all damages and costs incurred by the Client or third parties, including the Principal, in connection with the performance of the Agreement.
- 24.2 The Contractor is liable for administrative fines and/or other penalties imposed on the Client, the Principal, and/or third parties as a result of an act and/or omission by the Contractor.
- 24.3 The Contractor shall indemnify the Client against claims by third parties on any grounds whatsoever and, if necessary, compensate the Client.

Article 25: Termination / Cancellation

- 25.1 Any deadline agreed upon between the Client and the Contractor for the Contractor's performance of its obligations is a strict deadline, unless otherwise agreed in writing. The mere expiration of a deadline specified in the Agreement shall constitute default on the part of the Contractor. Reminders sent by the Client to the Contractor do not affect this.
- 25.2 In the following cases, the Client is entitled, without any notice of default or judicial intervention being required, to declare the Agreement terminated in whole or in part or to terminate it, without prejudice to its right to compensation and without prejudice to the rights accruing to the Client under the law:
- if the Contractor fails to fulfill one or more of its material contractual obligations, or fails to do so in a timely or complete manner, fails to comply with the safety regulations applicable to its Work, or if the Client must infer from a communication from the Contractor that the latter will fail to fulfill its obligations;
 - upon termination or rescission of the Main Contract;
 - in the event of (an application for):
 - bankruptcy,
 - (provisional) suspension of payments,
 - (partial) liquidation, or
 - the placing under guardianship of the Contractor or of the (legal) person who has guaranteed the Contractor's obligations or provided security;
 - if the Contractor's assets are placed under administration;
 - if the Contractor transfers (parts of) its business or control thereof in whole or in part, ceases its business operations in whole or in part, or otherwise ceases to conduct business;

- f. if the Contractor's Products or a portion thereof are subject to a preventive or executory attachment;
- g. if the Contractor is unable to fulfill its obligations under the Agreement due to force majeure;
- h. if the Contractor dies;
- i. if the Contractor violates any legal provision, or is subject to a fine or other sanction;
- j. if the Principal determines that the Contractor no longer meets the eligibility requirements set forth in the context of the tendering procedure for the Main Contract, or if there are grounds for exclusion.
- k. If the Contractor uses freely accessible AI tools for the Work without the Client's consent.

In such cases, the Client is also entitled to assign the performance of the Agreement, in whole or in part, to one or more third parties at the Contractor's expense and risk. In the event of termination under the aforementioned circumstances, the Contractor, notwithstanding Article 7:764(2) of the Dutch Civil Code, is only entitled to claim compensation in the amount of the value of the services provided by the Contractor.

- 25.3 If a party exercises the right referred to in the preceding paragraphs, the other party shall be notified by email or in writing of the full or partial termination or cancellation of the Agreement.
- 25.4 In the event of (partial) termination or cancellation, the Client, without prejudice to its right to compensation for damages and costs, has the right, at its discretion:
 - a. return the Products already delivered but no longer usable to the Contractor at the Contractor's expense and/or terminate the work already performed and reclaim the payments already made for such Work;
 - b. have the Work completed by itself or by third parties, possibly after written notice, using the Products already delivered by the Contractor and the materials, equipment, etc., used by the Contractor, whether or not for a reasonable fee to be agreed upon subsequently.
- 25.5 Any claims that the Client may have or acquire against the Contractor as a result of the termination or cancellation of the Agreement, including any claim for compensation for damages and costs, shall become immediately and fully due and payable.
- 25.6 The Contractor is obligated to immediately notify the Client in writing of (an application for) bankruptcy and (an impending) attachment.
- 25.7 If the Agreement terminates (prematurely) for any reason, the Contractor shall, at the Client's first request, take all reasonable steps necessary to ensure that a new counterparty or the Client itself can assume performance of the Agreement without hindrance and/or perform similar Work on behalf of the Client. The Contractor shall also immediately return to the Client all documents, books, records, and other goods (including data and information carriers) provided by the Client. This includes documents prepared by the Contractor for the purpose of providing services to the Client.
- 25.8 Except in the event of termination of the Agreement pursuant to the provisions of Article 25.2, the Contractor shall perform the services referred to in Article 25.7 at the rates and conditions specified in the Agreement or, in the absence thereof, at the market-based rates generally applied by the Contractor and under conditions to be agreed upon. The services referred to in Article 25.7 shall be performed free of charge in the event of an attributable failure on the part of the Contractor.

Article 26: Dispute Resolution and Governing Law

- 26.1 All disputes—including those considered as such by only one of the parties—that may arise between the Client and the Contractor as a result of the Agreement or agreements arising therefrom shall be settled in the same manner as provided for in the Main Contract. If the Client has no Principal, or if no dispute resolution has been agreed between the Client and the Principal, disputes between the Client and the Contractor shall, to the exclusion of the ordinary courts, settled by arbitration in accordance with the rules set forth in the bylaws of the Arbitration Board for the Construction Industry, provided that the Client retains the right to submit a dispute to the court having jurisdiction under the law.
- 26.2 The Agreement is governed exclusively by Dutch law. The application of the 1980 Vienna Sales Convention (CISG: Convention on the International Sale of Goods) is excluded.

II A SPECIAL SECTION: PURCHASE TERMS

Article 27: Method of Delivery

- 27.1 Unless otherwise agreed in writing, delivery shall be made Delivery Duty Paid (DDP), in accordance with Incoterms 2020. The transport of the Products shall therefore take place at the Contractor's expense and risk.
- 27.2 The Contractor shall not make partial deliveries without the Client's prior written consent. If it has been agreed that the Contractor will deliver in installments, each Delivery of Products may be invoiced and paid for separately.
- 27.3 Breakage and/or damage occurring during loading, transport, and/or unloading and packing shall be at the Contractor's expense, unless the Contractor demonstrates that the damage was caused by the Client's fault.
- 27.4 Unloading and bagging outside the Client's normal working hours may only take place with the Client's prior written approval, unless otherwise specified in the Agreement.
- 27.5 The Products must be properly and environmentally friendly packaged. The Contractor is liable for damage to persons or Products caused by insufficient packaging and/or damage to or destruction of such packaging. The Client has the right to return the (transport) packaging materials to the Contractor at the Contractor's expense.

Article 28: Place of Delivery

- 28.1 The Contractor shall deliver the Products to the location specified in the Agreement. If no such location has been agreed upon, delivery shall take place at the construction site, with the exact delivery location at the construction site to be determined in close consultation with the Client.
- 28.2 If, prior to delivery, the Client requests that the Products be delivered to a location other than the agreed-upon location, the Contractor shall be bound to comply with this request to the extent that this can reasonably be expected of the Contractor.

Article 29: Time of Delivery

- 29.1 Deliveries must take place at the time specified in the Agreement or in accordance with the schedule established by the Client. If the delivery time is exceeded, the Contractor shall be in default without further notice of default and shall be obligated to compensate the Client for all damages suffered as a result upon first request.
- 29.2 The Contractor is bound by the delivery time specified in the Agreement, or the delivery schedule established by the Client, provided that the Client is entitled to further specify the

delivery time or schedule by call-off, without this entitling the Contractor to a price adjustment or any other form of compensation, unless such changes are unreasonably onerous for the Contractor.

- 29.3 The Client is also entitled, if the progress of the Project or the work so requires, to further determine the order of the deliveries to be made by the Contractor, even if a specific order is included in the Agreement.
- 29.4 If, for any reason, the Client is unable to take delivery of the Products at the agreed time according to the established schedule, the Contractor shall store and secure the Products and take all reasonable measures to prevent any deterioration in quality until they are delivered.
- 29.5 The Contractor shall be liable to the Client for any penalties or reductions in the contract price imposed on the Client by the Principal and/or the Construction Management due to late delivery of (parts of) the Project resulting from a delay attributable to the Contractor.
- 29.6 Partial deliveries are permitted only with the Client's written consent.

Article 30: Transfer of Ownership; Risk, Acceptance, Products Made Available

- 30.1 Ownership of the Products shall pass to the Client as soon as they have been set aside or marked specifically for the Client, or at the time the Client has paid (in full or in part), whichever occurs first. The risk of loss or damage to the Products remains entirely with the Contractor until the Client has actually taken delivery of the Products.
- 30.2 Products made available by the Client remain the property of the Client under all circumstances. The Contractor is obligated to clearly mark these Products as the Client's property and to keep them separate. These Products are deemed to have been received in good condition and in accordance with specifications, unless the Contractor submits a written complaint within four business days of receipt. Upon first request, the Contractor shall identify these Products and deliver them to the Client.
- 30.3 If the Client rejects the delivered Products, ownership and risk are deemed never to have passed to the Client. In that case, the Client is released from its payment obligation. The Contractor shall credit any amounts already invoiced and immediately refund any payments already received to the Client.

Article 31: Acceptance and Rejection

- 31.1 The Delivery of Products shall not be deemed to have been accepted by the Client until such delivery has been accepted.
- 31.2 The Client and/or the Principal and/or the Construction Management have the authority to reject the delivered goods within a reasonable period, so that all other time limits within which complaints must be made, if and to the extent that these may be applied by the Contractor, do not apply to the Client.
- 31.3 In the event of rejection, the Client shall immediately notify the Contractor thereof. The Contractor shall, upon first request, remove and replace or repair rejected Products at its own expense, after which the Client shall be given another opportunity to conduct a second acceptance inspection.
- 31.4 If a delivery does not pass a second acceptance round within a reasonable period, the Client may, by means of written notice, at its discretion:
 - a. order a third acceptance round;
 - b. reject the delivery, in which case the Client may immediately terminate the Agreement in whole or in part and claim damages.
- 31.5 A certificate of a delivery shall be deemed to have taken place upon the Client's signing of a certificate of acceptance of the delivery.

Article 32: Returns; Packaging

- 32.1 If standard merchandise becomes surplus due to changes in the specifications or other causes beyond the Client's control, the Contractor must take it back at the invoiced price.

II B SPECIAL SECTION: SUBCONTRACTING TERMS

Article 33: Commencement and Completion of the Work: Deadlines

- 33.1 The Contractor shall commence the performance of the Work at the time specified in the Agreement. If the Agreement does not specify a date and/or time at which the Contractor shall commence the Work, the Client shall determine this. The Contractor shall perform the Work in accordance with the schedule received from the Client and shall deliver the Work at the time specified in the Agreement.
- 33.2 The Work shall be deemed delivered if it has been accepted and approved in accordance with the provisions of Article 34 (Acceptance and Approval).
- 33.3 The Client has the right to change the order of the Work to be performed if it deems this desirable in connection with the planning (of the Project), without thereby being liable for compensation for damages and costs.
- 33.4 If the Contractor is unable to complete its obligations by the agreed time or within the agreed schedule, it is obligated to immediately notify the Client of this in writing.
- 33.5 The Contractor is liable to the Client for any penalties or deductions imposed on the Client by the Principal and/or the Construction Management due to late delivery of (parts of) the Work resulting from a delay on the part of the Contractor. The Client has the right to recover these penalties and deductions in full (even if the shortcoming concerns only a part of the Work) from the Contractor, for example by withholding payments that the Client still owes to the Contractor.

Article 34: Acceptance and Approval

- 34.1 The Contractor shall perform its Work in accordance with the requirements of good and sound workmanship, as set forth by the Client and/or the Principal and/or the Construction Management, and in accordance with the provisions of the Agreement in this regard.
- 34.2 Acceptance of the Work shall take place upon a request from the Contractor addressed to the Client, in which the Contractor indicates the date on which the Work will be completed. The request shall be made in writing, unless otherwise agreed.
- 34.3 Acceptance shall take place as soon as possible after the date referred to in paragraph 2 of this article. The date and time of acceptance shall be communicated to the Contractor as soon as possible, if possible at least three days prior to acceptance. The Client may require that the Contractor or its authorized representative be present at the time of acceptance.

- 34.4 After the Work has been inspected, the Contractor shall be notified as soon as possible whether or not it has been approved; in the latter case, the reasons for withholding approval shall be stated. The notification shall be made in writing, unless otherwise agreed.
- 34.5 Re-inspection following a refusal of approval shall take place in accordance with the above provisions.
- 34.6 The Contractor shall repair or replace the rejected Work and/or parts thereof at the Client's first request, without the Client being liable for any additional compensation, without prejudice to the right to terminate the contract and claim compensation for damages and costs incurred as a result.
- 34.7 Acceptance or approval shall never release the Contractor from any warranty and/or liability, regardless of whether such defects were visible or hidden.
- 34.8 In the event of rejection of the Work or any part thereof, the Client shall further have the right to suspend payment of the price relating to such Work or part thereof.

Article 35: Maintenance Period

- 35.1 The maintenance period begins on the day following the Contractor's delivery of the Work to the Client and ends at the time the maintenance period agreed upon between the Principal and the Client for the entire Project expires, unless otherwise specified in the Agreement. In the event that the maintenance period has not been agreed upon in the (Main Contract) Agreement, the maintenance period shall end twelve months after the Client has accepted the Project from the Principal.
- 35.2 If the Products contain Software, the maintenance shall, unless otherwise specified in the Agreement, in any case consist of:
 - a. Providing the Client with new versions in a machine-readable format, together with the relevant changes to the Documentation, without charging any additional costs for this. The Contractor may make such new versions available by enabling the download of the new versions via the internet and shall immediately notify the Client when such a download is available. A new version in this context is a subsequent version of the Software with predominantly new or modified functionalities, whether or not released under a different name.
 - b. test whether the Software is functional and perform all adjustments, repairs, or replacements necessary to ensure that the Software functions properly;
 - c. ensure that support via telephone, email, or remotely is available during normal Business Days and business hours to assist the Client in resolving defects in the Software and providing advice on the use of the Software; and
 - d. rectify defects, of which the Client notifies the Contractor, within a timeframe appropriate to the severity of the circumstances, in accordance with the procedures set forth in the Agreement.
- 35.3 The Contractor is obligated to remedy defects that arise during the maintenance period, upon the Client's first notice, at its own expense to the Client's satisfaction and within a reasonable timeframe to be determined by the Client.
- 35.4 Upon expiration of the maintenance period, the Work shall be re-inspected to determine whether the Contractor has fulfilled its obligations.

Article 36: Additional and Reduced Work

- 36.1 Additional work may only be performed following a prior written order from the Client. The Client is only obligated to pay for additional work that has been ordered by him in writing. If final approval or price determination by the Principal is still pending, the instruction to the Contractor is given on the condition that the substance of the additional work is recognized by the Principal, unless the Principal's non-recognition results from a circumstance attributable to the Client. Unless otherwise agreed in writing, the settlement of reduced work shall be determined by mutual agreement.
- 36.2 Under no circumstances shall Work that must reasonably be regarded as part of the Work be considered additional work or supplementary work and paid for by the Client, in order to be able to deliver the Work in accordance with the nature and purpose of the contract and in accordance with the requirements for sound workmanship.
- 36.3 Unless otherwise agreed in writing, the terms and conditions of the Main Contract shall apply to additional and/or reduced work, without prejudice to the other provisions of this article.
- 36.4 Quantities are not subject to set-off, unless the Agreement expressly states that they are subject to set-off. The quantities specified in the Agreement are stated as accurately as possible, and, without the Contractor being entitled to demand a price adjustment per unit, as much more or less must be delivered as the Work requires.

Article 37: Voidability

- 37.1 In the event that a provision of these General Terms and Conditions of Purchase and Subcontracting or the Agreement is void or voidable, the remaining provisions shall remain in full force and effect, and a valid provision that approximates the original intent and economic purpose as closely as possible shall apply by operation of law in its place.