

TERMS AND CONDITIONS

General Terms and Conditions of Sale, Delivery and Contracting

General Terms and Conditions of Sale, Delivery and Contract of Heijmans N.V. and the enterprises affiliated with it in the group within the meaning of Article 2:24b of the Dutch Civil Code (DCC).

Drawn up on 18 June 2018

These General Terms and Conditions comprise:

GENERAL SECTION

I General provisions Articles 1-19

SPECIAL SECTION

II Goods Articles 20-23
 III Services Articles 24-26
 IV Contracting work Articles 27-36

In the event of a Contract to which, in addition to the General Section, one or more parts of the Special Section apply, for each part of the Contract the corresponding part of the Special Section applies. In the event of conflicts between the provisions of the General Section and the provisions of the Special Section, the provisions of the Special Section prevail.

GENERAL SECTION

I. GENERAL PROVISIONS

1. Definitions and interpretation

- 1.1 In these General Terms and Conditions, the terms that are capitalised have the following meanings:
General Terms and Conditions: these general terms and conditions of sale, delivery and contracting;
Services: the services to be provided and/or work to be performed by or on behalf of the Contractor based on the Contract;
Goods: the goods to be delivered by or on behalf of the Contractor based on the Contract;
Principal: the natural person or legal entity that issues an assignment to the Contractor for the delivery of goods and/or the performance of work and/or the provision of services, which is accepted by the Contractor;
Contractor: Heijmans N.V. or its affiliated enterprises, it being understood that only the legal entity with which the Contract is concluded undertakes obligations in respect of the Principal;
Contract: the contract concluded between the Principal and the Contractor for the delivery of goods and/or the performance of work and/or the provision of services.
Parties: the Contractor and the Principal jointly;
Confidential Information: information in any form whatsoever (i) regarding which the Contractor has indicated that the information is to be deemed confidential and/or (ii) regarding which the Principal knows or reasonably should know that its nature is confidential.
- 1.2 Unless provided otherwise in these General Terms and Conditions or in the Contract:
 (i) "in writing"/"written" is understood to include electronic data transmissions, such as email correspondence; and
 (ii) words written in the singular also concern the plural and vice versa.
- 1.3 These General Terms and Conditions are an inseparable part of the Contract. In the event of conflicts between the provisions of these General Terms and Conditions and the provisions of the Contract (without the General Terms and Conditions), the provisions of the Contract (without the General Terms and Conditions) prevail.
- 1.4 The Contractor's rights and claims included in these General Terms and Conditions and the Contract apply in addition to the Contractor's rights and claims in respect of the Principal based on the law in the event of non-performance or for other reasons.

2. Applicability

- 2.1 These General Terms and Conditions apply to all requests, quotations and offers and are a part of all Contracts between the Parties, just like all legal acts that pertain to the creation of the same, regardless of the manner in which this Contract is created, unless expressly agreed otherwise in writing.
- 2.2 After becoming a part of any Contract between the Contractor and the Principal, these General Terms and Conditions will also be a part of Contracts concluded later between the Contractor and the Principal, even if no reference was made to these General Terms and Conditions upon the creation of those Contracts concluded later, or if these General Terms and Conditions were not provided, all unless the Parties have expressly agreed otherwise in writing.
- 2.3 The applicability of any general terms and conditions or purchasing terms and conditions or stipulations of the Principal, under any name whatsoever, is expressly rejected by the Contractor, and such general terms and conditions or purchasing terms and conditions or stipulations therefore do not apply to the Contracts.
- 2.4 The Contractor is authorised to unilaterally make changes to these General Terms and Conditions. Changes take effect thirty calendar days after the date on which the changed terms and conditions are sent to the Principal by the Contractor. Changes and additions to these General Terms and Conditions are otherwise only valid if agreed between the Parties in writing. In that event, the change and/or addition only applies to the relevant Contract for which the change and/or addition was explicitly agreed.
- 2.5 If one or more of the provisions in these General Terms and Conditions are void or voided, the remaining provisions continue to apply in full. In that event, the Contractor and the Principal will consult to agree on new provisions to replace the void or voided provisions, in respect of which the purpose and purport of the original provision will be taken into account if and in so far as possible.
- 2.6 If other terms and conditions apply in addition to these General Terms and Conditions, in the event of conflicts the provisions of these General Terms and Conditions prevail.
- #### 3. Offers and formation of the Contract
- 3.1 All offers are without obligation and apply for a period of four weeks, unless the offer states otherwise.
- 3.2 Offers with any accompanying records in the broadest sense of the word are the Contractor's property. Offers may not be replicated or publicised without permission from the Contractor, except for personal use.
- 3.3 Information provided by the Contractor in the form of offers, prospectuses, flyers, artist impressions, catalogues, images, drawings, weights, samples, dimensions, technical specifications, shipping documents or other informative material are of an informative nature. The Principal cannot derive any rights from this.
- 3.4 No Contracts are created between the Parties until the date the Contract is signed or on the day after an order from the Principal is confirmed by the Contractor in writing through a duly authorised representative of the Contractor, unless the Principal has made its objections known to the Contractor in writing within seven calendar days of dispatch of the order confirmation.
- 3.5 Oral promises or arrangements made by or with its personnel are not binding on the Contractor until and in so far as the Contractor has confirmed the same, in writing and duly represented.
- 3.6 The Contract may only be changed validly if and in so far as the Contractor has confirmed this, in writing and duly represented.
- 3.7 The Principal guarantees and ensures that all data, materials, constructions and facilities that the Contractor has indicated are necessary or that the Principal should reasonably understand to be necessary for the performance of the obligations under the Contract are made available to the Contractor in an appropriate and timely manner, such that the Contractor can perform its work as efficiently and safely as possible, absent which the Contractor is entitled to suspend its performance thereof and/or the Principal is obliged to compensate the Contractor for the resulting additional costs.
- 3.8 If, during the performance of the Contract, it transpires that in order to properly perform the same the underlying assignment must be amended or supplemented in full or in part, the Parties will negotiate on this in a timely fashion and attempt to adjust the Contract accordingly in mutual consultation.
- 3.9 If no specific standards or rules are agreed, the Contractor delivers in accordance with what the Contractor was reasonably entitled to assume.
- 3.10 All costs resulting from circumstances that the Contractor could not be reasonably expected to take into account when entering into the Contract will be borne by the Principal.

4. Items made available

Within the context of the Contract, the Contractor may make certain items available to the Principal. Unless agreed otherwise in writing, all items provided by the Contractor to the Principal remain the property of the Contractor. The Principal is not permitted to use such items to the benefit of third parties or to make the same available to third parties, except where necessary to the Principal's own employees. The Principal is required to return such items upon the Contractor's first request, in the same condition as that in which they were made available to the Principal by the Contractor.

5. Delivery period

- 5.1 The time periods applicable to the Contractor are always approximate and are not deadlines, unless expressly agreed otherwise in the Contract.
- 5.2 An agreed time period only commences once the Contract has been created and the Contractor has all data necessary for the performance of the work. An agreed time period is extended by at least the number of days that have lapsed between the time of agreement and the time at which the Contractor has taken possession of all data necessary for the performance of the obligations under the Contract.
- 5.3 The Contractor is not liable in any way for exceeding the time periods agreed, for any reason whatsoever. Exceeding the agreed time period does not oblige the Contractor to pay any compensation and does not give the Principal the right to cancel the Contract and/or to refuse delivery, and/or to invoke suspension in the event that the Principal is a company.

6. Complaints

- 6.1 Complaints regarding the obligations performed by the Contractor must be reported in writing to the Contractor by the Principal, on pain of extinction of rights, as quickly as possible after it has discovered or reasonably could be expected to have discovered the defect, but no later than within fourteen (14) working days after completion of the obligations involved. The report must contain a description of the shortcoming(s) in as much detail as possible, enabling the Contractor to adequately respond. Complaints regarding invoices must also be submitted in writing, within five (5) working days after the date of dispatch of the invoices. Once this period expires, the contents of the invoices constitute exclusive proof regarding the work performed and its value and correct performance under the invoices, save proof to the contrary.
- 6.2 Complaints are only possible if there is no force majeure on the side of the Contractor within the meaning of these General Terms and Conditions.
- 6.3 Payment by the Contractor as a result of complaints from the Principal are made after deducting the Contractor's payable claims against the Principal.
- 6.4 The Principal's claims are time barred two (2) years after it has informed the Contractor of the complaint in accordance with this article.

7. Invoices and payment

- 7.1 All amounts mentioned in invoices, offers and/or Contracts are exclusive of VAT, packaging costs, transport costs, transport insurance and any other legally applicable charges, unless stated otherwise.
- 7.2 The Principal owes the price provided in the Contract. Changes in the VAT rates will always be passed on to the Principal.
- 7.3 The Contractor is entitled at all times to invoice on an advance basis or to invoice in instalments.
- 7.4 Payment is to be made by the Principal within no more than thirty (30) calendar days after the invoice date.
- 7.5 In the event that an invoice is not paid or not paid on time or in full, the Principal is in default, with no notice of default required, and all of the Principal's payment obligations become immediately due and payable, without prejudice to the other rights accruing to the Contractor. The same is also the case if the Principal is declared bankrupt or applies for or is granted a suspension of payments.
- 7.6 Requests or awards regarding complaints do not suspend the Principal's payment obligations.
- 7.7 The Principal is not entitled to suspension or set-off of its obligations.
- 7.8 In the event of non-payment, late payment or incomplete payment, the Principal owes interest of one percent (1%) per month as from the invoice's due date. In addition, all extrajudicial costs reasonably incurred by the Contractor within the context of the Principal's non-performance, incomplete performance or late performance will be borne by the Principal, with a minimum of fifteen percent (15%) of the principal owed, inclusive of VAT, which minimum fee is (also) to be regarded as an incentive for the Principal to perform its payment and other obligations.
- 7.9 Payments are made in euros.
- 7.10 Payments made by the Principal are applied in the first place to settle all interest and costs owed, and in the second place to settle the invoices that have been outstanding for the longest time, even if the Principal states that the payment relates to a later invoice.
- 7.11 The Contractor is entitled at all times to request complete or partial advance payment or proper security from the Principal for the performance of the Principal's obligations under the Contract, in the form of a bank guarantee or other reasonably

comparable security, at the time of conclusion of the Contract or any time thereafter, and until that security is provided, the Contractor is entitled to suspend its obligations in respect of the Principal. The Principal will do this upon first request. If the Principal does not provide any or sufficient security, the Contractor is entitled to cancel the Contract. In that event, the Principal is liable for all damage suffered by the Contractor.

- 7.12 The Contractor is always entitled to set off claims from one or more of the group companies that are part of the Contractor's group, whether payable or not, on behalf of such group company or companies against claims that the Principal has against the Contractor by virtue of the Contract. In so far as this requires any consent from the Principal's side, such consent is deemed to have been unconditionally and irrevocably given to the Contractor.

8. Termination

- 8.1 A Contract ends when the agreed period expires or the performance is completed.
- 8.2 In the event of a successive performance contract, it may be cancelled by the Contractor at any time with due observance of a notice period of three (3) months. Notice of termination must be given by the end of a calendar month.
- 8.3 Without prejudice to the statutory termination possibilities and other rights, in any event the Contractor has the right to terminate the Contract concluded with the Principal with immediate effect through termination or cancellation, with no requirement to pay damages and without the Contractor being required to send any notice of default, if:
- the Principal is declared bankrupt, applies for bankruptcy or its bankruptcy is applied for;
 - the Principal applies for suspension of payments, temporarily or otherwise, or is granted the same, or commences liquidation;
 - attachment is levied on part or all of the Principal's assets;
 - control of the Principal transfers to a party other than at the time the Contract was concluded;
 - the Principal loses legal personality or halts, dissolves or winds up all or part of its enterprise;
 - the Principal ceases its enterprise and/or actually terminates and/or has terminated its entrepreneurial activities;
 - the Principal is unable to satisfy its obligations in respect of the Contractor as a result of force majeure and this force majeure situation continues for at least twenty (20) calendar days;
 - the Principal attributable fails to perform its obligations under the Contract or the Contractor has good cause to fear that the Principal will fail in the performance of its obligations under the Contract.
- 8.4 The Parties hereby expressly exclude the effect of Article 6:271 DCC.

9. Prohibition against assignment and pledge

The Principal is not entitled to encumber or transfer any rights or obligations under the Contract without prior written consent from the Contractor.

10. Force majeure

- 10.1 In addition to the provisions of Article 6:75 DCC, for the Contractor force majeure is understood to include:
- a general lack of materials or other matters or services required for the delivery and/or performance of work and/or services to be provided, the price increases as a result of the same and malfunctions in production processes of either the Contractor or its suppliers and subcontractors, interruption of operations, general transport impediments, (attributable or other) non-performance on the part of the Contractor's principals, work strikes (either organised or unorganised), lack of personnel, war or threat of war, terrorist threats, rioting, wilful damage, fire, water damage, flooding, sit-ins, government measures and malfunctions in the supply of power.
- 10.2 If the Contractor cannot perform as a result of a circumstance that cannot be attributed to it, it is entitled either to invoke cancellation of the Contract without being obliged to pay damages in respect of the Principal or to undertake in respect of the Principal that it will still perform the Contract, at that time under different terms and conditions, in which case the Principal has five (5) working days in which to refuse the new terms and conditions and to cancel the original Contract without the Contractor being obliged to pay damages.
- 10.3 The Contractor is entitled to seek payment of that which has already been performed by the Contractor in the execution of the relevant Contract before the circumstances causing the force majeure were evident.
- 10.4 The Contractor is also entitled to invoke force majeure if the circumstance causing the force majeure commences after the Contractor was already required to deliver the performance.

11.	Guarantee	14.	Principal's obligations
11.1	In the event of legitimate guarantee entitlements:	14.1	The Principal is responsible for the constructions and work methods prescribed by it or on its behalf, and for orders, directions and instructions issued by it or on its behalf.
	(i) the Contractor undertakes to remedy the defects or replace the defective Goods, the defective Services or the defective work or a guaranteed part thereof, at its own expense, at the Contractor's discretion.	14.2	Without prejudice to its statutory liability, the Principal is liable for all damage resulting from defects in goods, building materials or tools made available or prescribed by the Principal.
	(ii) The guarantee applies from the time of delivery of the Goods, completion of the Services or completion of the work or a guaranteed part thereof until the end of the agreed period, providing the Principal has always satisfied all of its obligations under the Contract, it being understood that the guarantee lapses if the Principal or third parties make changes to the delivered items or the work performed or if work is conducted on the same (which is understood to include maintenance) without previous written permission from the Contractor.	14.3	The consequences of compliance with statutory regulations or government orders that come into force after the day of the offer will be borne by the Principal.
	(iii) The guarantee cannot be invoked in the event of:	14.4	Without prejudice to its statutory liability, the Principal is liable for all damage resulting from work performed or deliveries made by the Principal or by third parties on its instructions.
	- careless or incompetent use by the Principal;	15.	Intellectual and other property rights
	- failure to comply with the Contractor's directions for use or instructions;	15.1	All information provided in writing or verbally to the Principal by the Contractor remains the property of the Contractor, and may only be used by the Principal for the purpose for which it was provided.
	- defects occurring as a result of regular wear and tear and in the event of accidents or contingencies such as fire, water damage, earthquakes, etc.;	15.2	Unless agreed otherwise, the Contractor is entitled to all intellectual and other property rights on works ensuing from the obligations performed under or work connected with the Contract, including copyrights, trademark rights, patent rights and design or drawing rights, regardless of whether the Principal has been charged costs for the manufacture of the same. If registration or filing is required to obtain such a right, the Contractor is exclusively authorised to that end.
	- the applicability of any government regulation regarding the nature or quality of the materials or working methods used;	15.3	If and in so far as intellectual or other property rights might exist or arise within the context of the performance by the Contractor of obligations under the Contract, in so far as necessary the Principal hereby transfers these intellectual and other property rights to the Contractor for no consideration, and in advance if applicable, which transfer is hereby accepted by the Contractor, in advance if applicable. Upon first request, the Principal will cooperate in realising the transfer, without charge, and hereby also issues an irrevocable power of attorney to the Contractor to do on behalf of the Principal all that which is necessary for the transfer of the intellectual and other property rights to the Contractor, including the signing of a written deed of transfer.
	- goods, working methods and constructions in so far as applied on instructions from or on behalf of the Principal, as well as other goods supplied by or on behalf of the Principal.	15.4	In so far as the Contractor makes work as referred to in this article and/or makes software available to the Principal, under the Contract, this merely means that the Principal acquires a right of use as referred to in this article, unless expressly agreed otherwise in writing. To that end, the Contractor issues to the Principal only a non-exclusive and, except within the group of companies of which the Principal is a part, non-transferrable right of use on the works and/or the software as mentioned in this article. This right of use comprises permission to use the work and/or the software within the context of the Principal's normal business operations.
11.2	The guarantee is limited at all times to repair or replacement, and nothing more.	15.5	The Principal indemnifies the Contractor against infringement, by either the Principal itself or third parties, of intellectual property rights attached to the goods, services and work provided by the Contractor, regardless of whether these rights belong to the Contractor or to third parties, unless the Contractor gives written permission for this to the Principal.
11.3	In all cases, the Principal must offer the Contractor adequate opportunity to repair a possible defect or to perform the processing or delivery again, absent which the Principal's rights lapse.	15.6	The Contractor is authorised to use and to publish the works as referred to in this article, anonymised and with a reference to the Principal's sector, including for marketing purposes and the Contractor's publicity.
12.	Liability	16.	Changes
12.1	The Contractor's liability for attributable non-performance of the Contract, an unlawful act or for any other reason is limited to the amount(s) paid out under the insurance policy or policies taken out by the Contractor.	16.1	A request by the Principal to change the Contract must be made to the Contractor in writing, stating the date and accompanied by all records regarding the Contract.
12.2	If for any reason whatsoever no amount is paid out on the basis of the aforementioned policies, the Contractor's liability is limited – without prejudice to the other provisions of this article – to the value of the work (exclusive of VAT) not performed by the Contractor, with a maximum of € 100,000 per event or series of events with a common cause, and an accumulated maximum of € 200,000 per calendar year, it also being understood that the Contractor is not liable for indirect damage, such as lost sales, lost profit, missed opportunities, immaterial damage, damage to the environment and reputation damage.	16.2	A Contract may only be changed if permitted by the circumstances in the opinion of the Contractor.
12.3	The Contractor's liability for agents is excluded. The limitations and exclusions mentioned in this article as well as all other limitations and restrictions of liability mentioned in the Contract also apply to the benefit of all natural persons and legal entities that the Contractor engages for the performance of the Contract, by way of a third-party clause.	16.3	The Contractor reserves the right to charge the Principal for costs ensuing from changes made at the Principal's request.
12.4	Every claim in respect of the Contractor based on a Contract concluded with the Contractor already lapses after the mere passage of twelve (12) months, unless a valid summons is issued before then. The limitation period commences on the day following the day on which the Principal becomes or reasonably could be aware of both the damage and the identity of the liable party.	17.	Non-recruitment of personnel
12.5	All of the defences that the Contractor may derive from the Contract concluded with the Principal as defence against its liability may also be invoked in respect of the Principal by its personnel and third parties engaged by it in the performance of the Contract as if its personnel and as if said third parties were parties to the Contract themselves.		During the term of the Contract and during one (1) year following its termination, the Principal will not in any way, directly or indirectly, hire or otherwise engage employees of the Contractor or third parties relied on by the Contractor in the performance of the Contract who were or are involved in the performance of the Contract. If the Principal acts in breach of this article, the Principal will forfeit an immediately payable fine in the amount of € 10,000 per breach, increased by € 1,000 per day that the breach continues, without prejudice to the Contractor's other rights and claims, including the Contractor's right to seek performance and compensation for the damage actually suffered by it.
12.6	Terms and conditions that limit, rule out or establish liability that may used by third parties against the Contractor may also be used to the same extent by the Contractor against the Principal.		
12.7	The limitations of liability mentioned in these General Terms and Conditions do not apply if the damage is the result of intent or deliberate recklessness on the side of the Contractor or its supervising subordinates.		
12.8	In the event of contracting work, in addition to the foregoing provisions the provisions of the liability article in Special Part IV also apply.		
13.	Indemnification		
	The Principal indemnifies the Contractor, its personnel and any third parties engaged by the Contractor within the context of the performance of its obligations under the Contract against all claims from other third parties for compensation of any real or alleged damage suffered by the latter, caused by or otherwise related to the work performed by the Contractor under the Contract, unless the Contractor would have been liable for the same on the basis of these General Terms and Conditions if this damage had been suffered by the Principal, and then only for the amount in excess of the amount to which the Contractor's liability would have been limited in that event.		

18. Other provisions

- 18.1 The Contractor is entitled at all times to subcontract the performance of the work assigned to it, in full or in part, to third parties.
- 18.2 The Parties will not use Confidential Information exchanged between the Parties within the context of the Contracts other than as necessary for the performance of the Contracts. The Parties will not provide the Confidential Information to third parties without written permission from the other Party, if necessary after agreeing to a further obligation of confidentiality.
- 18.3 Obligations under the Contract and these General Terms and Conditions that are intended by their nature to continue after the termination of the Contract (on any ground whatsoever) continue to exist after the termination of the Contract.
- 18.4 The text of the General Terms and Conditions in Dutch is the only authentic text. In the event of differences between the Dutch text and a foreign-language translation, the Dutch text prevails.
- 18.5 Advertising/marketing statements in which the Contractor's name is used must be approved in writing in advance by the Contractor's communications department.

19. Disputes and applicable law

- 19.1 These General Terms and Conditions and all Contracts between the Parties, as well as all non-contractual claims related to these, are exclusively governed by the law of the Netherlands. The applicability of the Vienna Sales Convention (the Convention on the International Sale of Goods) is explicitly excluded.
- 19.2 All disputes that might arise between the Parties in connection with or based on a Contract concluded between them, including those disputes deemed such by only one of the Parties, will be resolved, to the exclusion of the regular courts, by the Arbitration Board for the Building Industry in accordance with its articles as these read three months prior to the day of the Contractor's offer, it being understood that the Contractor continues to be authorised to submit a dispute to the court that is competent according to the law.
- 19.3 The Contractor is authorised to institute disputes up to an amount of € 25,000 with the District Court of Oost-Brabant, 's-Hertogenbosch location.

SPECIAL SECTION

II. GOODS

20. Method of delivery

Unless agreed otherwise, delivery is made ex Works of the Contractor in accordance with the Incoterms 2010.

21. Place of delivery

If delivery at the work is agreed, the Goods will be delivered on a means of transportation, at the place stated in the Contract. If no such place has been agreed, delivery will be made at a depot on the building site, or at least as closely to that as possible. The Contractor is not required to transport the Goods farther than to where the vehicle can access a good unloading station across a properly traversable terrain. The Principal is obliged to take receipt of the Goods there and to immediately unload them. If the Principal fails to do so, the ensuing costs will be borne by the Principal. The Principal will ensure that there is sufficient space for delivery and unloading.

22. Guarantee

The Contractor guarantees that the Goods will continue to function in accordance with their specifications during a period of twelve (12) months after delivery in accordance with Article 21. The Contractor does not issue a guarantee extending beyond that.

23. Retention of title

- 23.1 All Goods delivered by the Contractor remain the Contractor's property until the Principal has satisfied its payment obligations in respect of the Contractor ensuing from the Contract. The retention of title also applies to any claims that the Contractor may acquire against the Principal due to the Principal's breach of one or more of its obligations in respect of the Contractor.
- 23.2 The Principal is obliged to treat the Goods delivered with retention of title with the necessary care and as recognisable property of the Contractor, to keep them insured and not to pledge, process, transfer or issue them to third parties. In the event of non-performance of this obligation, the entire order amount involved with the Contract becomes immediately payable.
- 23.3 If the Principal fails in the performance of its obligations in respect of the Contractor, the Contractor is entitled to immediately repossess the Goods of which the title has been retained. In so far as necessary, the Principal will provide the Contractor access immediately upon the Contractor's first request to buildings and/or sites of which the Principal is the owner or manager, so that the Contractor is able to recover its property.
- 23.4 Payments made by the Principal are firstly attributed as much as possible to the Contractor's claims in respect of which no retention of title applies.

III. SERVICES

24. Services

- 24.1 In the provision of the Services, the Contractor will exercise the care of a good contractor. Unless the result is sufficiently determinably expressly agreed in writing in the Contract, all Services apply as best-effort obligations.
- 24.2 The Contractor is entitled to replace the individual or individuals used for the Services by another individual or individuals with the same or comparable qualifications.
- 24.3 If the Contractor provides the Services based on data to be provided by the Principal, these data will be prepared by the Principal in accordance with the conditions to be imposed by the Contractor, and will be supplied at the Principal's expense and risk.

25. Delivery of Services

- 25.1 If the Parties have not agreed that an acceptance test is to be conducted, the Principal accepts the results of the Services (the "Results") as is, with all visible and invisible defects.
- 25.2 If an acceptance test has been agreed, the Principal must immediately inform the Contractor in writing of any rejection of the Results, stating reasons. The Parties hereby agree that acceptance of the Results may not be withheld:
- (i) on grounds that are not related to the specifications expressly agreed between the Parties; and
 - (ii) due to the existence of minor defects, being defects that do not reasonably impede putting the Results into operational or productive use, without prejudice to the Contractor's obligation to remedy these minor defects as quickly as reasonably possible.
- 25.3 The Results are deemed to have been delivered at the time that one of the following events occurs for the first time:
- (i) the Results are put into use;
 - (ii) the Principal has (tacitly) approved the work, whether or not by virtue of Article 25.2; or
 - (iii) in the event that an acceptance test has been agreed, the Principal has approved or rejected the Results within fourteen (14) calendar days after the Contractor's notice that the acceptance test may be conducted.

26. Intellectual property rights

- 26.1 Unless expressly agreed otherwise in the Contract:
- (i) the Principal only acquires a right to use the Results, which is not exclusive and not transferable; and
 - (ii) all intellectual property rights on the Results developed or made available to the Principal based on the Contract are exclusively vested in the Contractor, its licensors or its suppliers.
- 26.2 A written and expressly agreed transfer of all or part of the intellectual property rights to the Principal never affects the Contractor's right to make developments or to provide Services for itself or a third party which are similar to or derived from those made or provided for the Principal.

IV. CONTRACTING WORK

27. Principal's obligations

- 27.1 The Principal guarantees that the Contractor will have timely access to:
- (i) the data and approvals (such as permits, exemptions and decisions) necessary for setting up the work;
 - (ii) the building, the site or the water in which or on which the work is performed;
 - (iii) proper possibilities in the immediate vicinity of the building site for the delivery, storage and/or removal of building materials and tools;
 - (iv) connection possibilities for electric machines, telephone, fax, lighting, heating, natural gas, compressed air and water.
- 27.2 Additional costs incurred by the Contractor due to there not being (timely) access to the foregoing will be borne by the Principal.
- 27.3 The necessary electricity, natural gas and water are at the Principal's expense.
- 27.4 The Principal guarantees that, in so far as applicable, work and/or deliveries to be performed by others that are not part of the Contractor's work will be performed in such a way and in such good time that the Contractor's work is not delayed or otherwise hindered as a result.
- 27.5 The Principal is liable for damage to the Contractor's work as a result of work or deliveries performed by it or on its instructions by third parties.
- 27.6 The manager is authorised to represent the Principal unless and in so far as not expressly agreed otherwise.
- 27.7 In so far as relevant, the Principal is obliged to inform the Contractor in writing before the work commences of the presence and location of cables and pipelines.

28. Term of performance

- 28.1 The term of performance within which the work will be delivered may be determined by agreeing a specific date or expressed in workable working days.

- 28.2 In these General Terms and Conditions, a working day means a calendar day, unless it is a day of rest or holiday, vacation day or other non-individual day off recognised in general or at the place of work, or prescribed by the government or by or pursuant to a collective bargaining agreement.
- 28.3 Working days are not deemed workable when on that day, due to circumstances that are not the Contractor's responsibility, the majority of the workers or machines cannot work during a period of at least five hours.
- 28.4 If the completion of the work is to take place on a day that is not a working day as described in the first paragraph, the first following working day applies as the agreed day of completion.
- 28.5 The Contractor is entitled to extend the term within which the work is to be delivered if, due to force majeure, circumstances that are the Principal's responsibility, or changes to the Contract or to the terms and conditions of performance, the Contractor cannot be reasonably required to deliver the work within the term agreed.
- 28.6 If the commencement or progress of the work is delayed by factors for which the Principal is responsible, the Contractor's ensuing damage and costs must be compensated by the Principal.
- 29. Inspection and approval**
- 29.1 A reasonable period before the day on which the work will be completed in the opinion of the Contractor, the Contractor will invite the Principal in writing to proceed to inspect the work. The inspection takes place as soon as possible, but within eight (8) calendar days after the day referred to above. The inspection is conducted by the Principal in the presence of the Contractor, and serves to determine whether the Contractor has satisfied its obligations under the Contract.
- 29.2 After the work has been inspected, the Principal informs the Contractor in writing within eight (8) calendar days whether the work has or has not been approved, in the former case stating any minor defects present as referred to in the sixth paragraph, and in the latter case stating the defects that comprise the reason for withholding approval. If the work is approved, the day of approval is deemed to be the day on which the relevant notice was sent to the Contractor.
- 29.3 If a written notice as to whether the work has been approved is not sent to the Contractor within eight (8) calendar days after the inspection, then the work is deemed to have been approved on the eighth day after the inspection.
- 29.4 If the inspection is not conducted within eight (8) calendar days after the day referred to in the first paragraph, then the work is deemed to have been approved on the eighth day after the day referred to in the first paragraph.
- 29.5 The work is deemed to have been approved if and in so far as it is actually put into use. The day the work or part thereof is put into use applies as the day of approval of the work or the relevant part thereof. Partial putting into use by the Principal is permitted, provided this does not threaten sufficient progress of the other work, and provided the costs ensuing from this for the Contractor are paid to it as additional work.
- 29.6 Minor defects that can be remedied in the maintenance period do not give cause to withhold approval, provided they do not impede any putting into use.
- 29.7 In respect of a reinspection after approval is withheld, the foregoing provisions apply mutatis mutandis.
- 30. Delivery and maintenance period**
- 30.1 The work is deemed to have been delivered if it is approved or deemed to have been approved in accordance with Article 29.
- 30.2 The Contractor is required to remedy the minor defects referred to in Article 29.6 as quickly as possible.
- 30.3 Unless agreed otherwise, the maintenance period lasts thirty (30) calendar days and commences immediately after the day on which the work is deemed to have been delivered in accordance with the first paragraph. The Contractor is required to remedy defects that come to light during the maintenance period as quickly as possible, albeit with the exception of those for which the Principal is responsible or liable.
- 31. Suspension**
- 31.1 The Principal is authorised to suspend the performance of the work in full or in part. Provisions that must be made by the Contractor as a result of the suspension are charged as additional work. The Contractor must be compensated for any damage suffered by the Contractor as a result of the suspension.
- 31.2 Any damage occurring to the work during the suspension will not be for the Contractor's account.
- 31.3 If the suspension lasts more than fourteen (14) calendar days, the Contractor may furthermore claim that it be given a proportionate payment for the part of the work that has been performed. In this, the building materials delivered to the work that have not been used but have been paid for by the Contractor are taken into account.
- 31.4 If the suspension of the work lasts longer than one (1) month, the Contractor is authorised to terminate the work in its incomplete state. In that event the Contractor is entitled to the contract price, increased by the costs that it had to incur as a result of the non-completion and decreased by the costs that it saved as a result of the termination.
- 32. Building materials**
- 32.1 All building materials to be used must be of good quality, must be suitable for their intended use and must satisfy the requirements imposed.
- 32.2 The Contractor will give the Principal opportunity to inspect the building materials. The inspection must take place upon their arrival at the work. The Contractor is authorised to be present or represented at the inspection. Building materials made available by the Principal are deemed to have been approved.
- 32.3 In the event of the rejection of building materials, both the Principal and the Contractor may request that a sample drawn based on mutual consultation, certified by both Parties and sealed, be saved.
- 32.4 The building materials coming from the work that the Principal has indicated it wants to save are to be removed from the work by the Principal.
- 32.5 If, after the contract is created, it transpires that the building site is contaminated or the building materials coming from the work are contaminated, the Principal is liable for the impact on the progress of the work, costs and damage ensuing from this.
- 32.6 From the time of their arrival at the work, the Principal bears the risk of loss and/or damage of the building materials delivered during the time in which they remain there under the Principal's supervision outside of regular working hours.
- 33. Contract variations**
- 33.1 Contract variations are settled in any event:
- in the event of changes to the Contract or the terms and conditions of performance;
 - in the event of deviations in the amounts of the provisional items;
 - in the event of deviations in quantities that can be settled;
 - in the events referred to in Article 31.1;
 - in the events in which the Parties have agreed to settle contract variations or such is evident from the actual performance of the work.
- 33.2 If it transpires upon final account of the work that the total sum of the variations is a negative amount, the Contractor is entitled to an amount equalling 10% of that sum.
- 33.3 Provisional items mentioned in the Contract that are included in the contract price and that are intended for either
- the purchase of building materials or
 - the purchase and processing of building materials, or
 - the performance of work that was insufficiently accurately determined on the day of the Contract and that is to be fleshed out in more detail by the Principal.
- In respect of each provisional item, the Contract states what it refers to.
- 33.4 Expenditures to be attributed to provisional items are calculated using the prices charged to the Contractor or the costs incurred by the Contractor, always increased by a contractor's fee of 10%.
- 33.5 If a provisional item exclusively pertains to the purchase of building materials, the costs of processing those items are included in the contract price and are not charged separately. However, these costs will be settled against the provisional item to which the purchase of those building materials is to be charged in so far as they are higher than the amount the Contractor reasonably should have expected as a result of the use made of the provisional item.
- 33.6 If a provisional item pertains to the purchase and processing of building materials, the costs of the processing are not included in the contract price and are charged separately at the expense of the provisional item.
- 33.7 If the Contract includes offsettable quantities, and those quantities prove to be too high or too low to create the work, the additional or lesser costs ensuing from the deviation will be set off.
- 34. Price and invoicing**
- 34.1 The price mentioned in the Contract, unless expressly stated otherwise, is based on a continuous building process and the price level of wages, materials, etc. at the time of the offer.
- 34.2 Price increases up to the time of completion may be passed on to the Principal in accordance with the risk regulations applicable to the relevant business sector, unless expressly agreed otherwise.
- 34.3 If the Parties have agreed to performance of the work on the basis of a cost-plus contract, the Contractor will charge the hours and materials actually used to the Principal based on the pre-agreed rates and surcharges for general costs, risks and profit. The hours and materials used are registered and recorded by the Contractor. The Contractor's registration and records are always binding on the Principal.
- 34.4 Invoicing of the work may take place based on an agreed time schedule or, absent a time schedule, every two weeks based on the quantities processed and/or the work performed.

35. CAR insurance

Unless expressly agreed otherwise, the Contractor is also insured under a Construction All Risks (CAR) insurance taken out by the Principal for the purpose of the work, of which the terms and conditions for the Contractor will be available for inspection at the offices of the Principal upon request of the Contractor.

36. Liability and guarantee obligations after completion

Guarantee obligations and any form of liability lapse after completion, except if the work or any part thereof contains a hidden defect caused by the Contractor, its supplier, its subcontractor or its personnel and the Principal has given written notice of the defect with a description of the alleged defect within a reasonable period of its discovery. A defect as referred to above is only deemed a hidden defect if, despite close supervision during the performance, or upon inspection of the work as described above, it reasonably could not have been identified by the Principal. In that event, the Contractor – if the Parties have agreed to a maintenance period – will remedy the defect concerned during the maintenance period or – if no maintenance period has been agreed – until five (5) years after completion. In the event of damage as a result of a hidden defect as described above, the provisions regarding liability from the General Section of these General Terms and Conditions apply, it being understood that any liability regarding such defects lapses after five (5) years have passed after completion.