



**GENERAL TERMS AND CONDITIONS FOR THE  
CONTRACTING OF WORKS**  
VOLKERWESSELS TELECOM BV



## GENERAL TERMS AND CONDITIONS FOR THE CONTRACTING OF WORKS OF VOLKER WESSELS TELECOM B.V.

HEREINAFTER REFERRED TO AS VOLKERWESSELS TELECOM

### 1. DEFINITIONS

In these terms and conditions, the following definitions apply:

**General Terms and Conditions:** these General Terms and Conditions for the Contracting of Works of VolkerWessels Telecom.

**Affiliates:** direct or indirect subsidiaries of VolkerWessels Telecom B.V. within the meaning of article 2:24a of the Dutch Civil Code.

**DPD:** Digital Project Dossier or Workflow Management System or other equivalent system for the exchange of project data.

**Quality Management System:** the quality management system comprises the working agreements and procedures as laid down in the management systems of VolkerWessels Telecom for Quality, Environment, Occupational Safety and Information Security.

**Site:** the location(s) where the Work is to be carried out, being the premises as referred to in clause 5(1)(b) UAC.

**Contractor:** the party or parties to whom VolkerWessels Telecom assigns the work to be carried out. **Agreement:** the agreement concluded between VolkerWessels Telecom and the Contractor and all related relevant documents and schedules, including in any case all documents referred to in clause 2.3 of these General Terms and Conditions.

**Parties:** VolkerWessels Telecom and the Contractor.

**Principal:** the customer who contracted VolkerWessels Telecom to execute the Works.

**UAC:** Uniform administrative conditions for the execution of works and technical installation of works 2012.

**VolkerWessels Telecom:** VolkerWessels Telecom B.V. and/or its Affiliates.

**Works:** all work for which VolkerWessels Telecom was contracted by the Principal, including the Work mentioned below.

**Work:** all work, services and goods to be delivered within the context of the Works for which VolkerWessels Telecom has contracted the Contractor.

### 2. APPLICABILITY

2.1. Any general and specific terms and conditions of the Contractor do not apply to the Agreement and are hereby explicitly rejected by VolkerWessels Telecom.

2.2. In addition to these General Terms and Conditions, the UAC applies to all Work. In the event of contradiction, these General Terms and Conditions prevail.

2.3. If the documents applicable to the Agreement (including the Agreement itself and these General Terms and Conditions) contain provisions deviating from the UAC, these will prevail over the provisions in the UAC, even if it is not expressly stipulated that these are provisions that deviate from the UAC.

2.4. Any terms that deviate from the General Terms and Conditions only apply between the parties if VolkerWessels Telecom has expressly accepted these terms in writing.

2.5. Should any part of these General Terms and Conditions be invalid for whatever reason, the remainder of the General Terms and Conditions will remain in force. The Parties will act in mutual consultation to replace the invalid provision while maintaining the purport of the original provision in as far as this is possible.

### 3. CONDITIONS, REGULATIONS

3.1. The Contractor is deemed to be familiar with all applicable statutory and other regulations and standards relating to the Work. The Contractor is obliged to carry out all Work with due observance of these regulations and standards. Clause 6(13) UAC does not apply. Clause 6(12) UAC is limited to: 'The consequences of compliance with any regulations of a special nature are for the Contractor's account'.

3.2. Any consequences of amendments to applicable legislation and regulations are at the expense and risk of the Contractor if and insofar as the Contractor knew or should have known of these amendments at the time the Agreement was formed.

3.3. The Contractor will not directly submit proposals to or make offers to the Principal or enter into any agreements with the Principal on matters relating to the Works or the Work.

3.4. If VolkerWessels Telecom contracts two or more natural persons or legal entities, all of them are always jointly and severally liable towards VolkerWessels Telecom for the performance of the Agreement.

### 4. DRAWINGS, SPECIFICATIONS, DOCUMENTS

4.1. If any dimensions, drawings or other information provided by or on behalf of VolkerWessels Telecom prove to be incomplete or incorrect and the Contractor knew this or could have reasonably known this and did not warn VolkerWessels Telecom, then any resulting costs and/or damage, consequential damages, including claims and fines, are for the Contractor's account and risk.

4.2. The Contractor must ascertain the condition of the Site, in the broadest sense of the word, prior to commencement of the Work. The Contractor is not entitled to compensation (for damage) or a deadline extension should the Site not be suitable for the performance of the Work if the Contractor did not report this to VolkerWessels Telecom in writing prior to the start of the Work, giving good reasons for doing so.

### 5. INTELLECTUAL PROPERTY, CONFIDENTIALITY, PROTECTION OF PERSONAL DATA

5.1. All documents, data and other information provided by VolkerWessels Telecom, and the intellectual and

industrial property rights and copyrights relating thereto, are the sole property of VolkerWessels Telecom. VolkerWessels Telecom will also be designated as the creator and designer. The Contractor may not distribute any documents, data or other information originating from VolkerWessels Telecom to third parties, unless written permission of VolkerWessels Telecom has been obtained and unless it concerns auxiliary persons who have been engaged by the Contractor within the context of the Work. Neither the Contractor nor the auxiliary persons it has engaged are permitted to communicate information about any provided documents, data or other information to third parties, unless VolkerWessels Telecom has given permission in writing to do so. Any documents, data and other information provided can only be used for the purposes of the correct performance of the Work.

5.2. The Contractor indemnifies VolkerWessels Telecom and holds VolkerWessels Telecom harmless against any third-party claims as a result of the Contractor's infringement of patents, registered designs and trademarks, trade names and other third-party rights in any connection whatsoever with the Work, including indemnification and compensation for the related (legal) costs and expenses in connection with any related legal proceedings or amicable settlement.

5.3. If a claim is filed against VolkerWessels Telecom for infringing the rights of third parties as referred to in the previous paragraph, the Contractor will be notified of this within a reasonable period of time. The Contractor must take all measures at its own expense and risk to remedy the breach and prevent further damage. At the Contractor's request, VolkerWessels Telecom will provide the assistance and cooperation that can reasonably be expected of it in this respect.

5.4. The Contractor may not disclose any product, market and/or company data of VolkerWessels Telecom to third parties. Publications about projects/(works) objects of VolkerWessels Telecom, in any shape or form, either for internal or external use, are not permitted. This notwithstanding written permission from VolkerWessels Telecom, which will not be withheld on unreasonable grounds, for a mention of a project on the Contractor's website, for instance.

5.5. The Contractor will ensure the careful processing of personal data in accordance with the applicable regulations. The Contractor must notify VolkerWessels Telecom immediately, but no later than within 12 hours after the Contractor becomes aware, of every security breach (of any nature whatsoever) which (partly) relates or could relate to the processing of personal data by sending a report to the email address: meldpuntdatalekken@volkerwessels.com, providing VolkerWessels Telecom with at least the following information:

- a. the nature of the incident or breach;
- b. which personal data has/may have been affected;
- c. the established and expected consequences of the breach for the processing of the personal data and the persons involved; and
- d. the measures the Contractor has taken and will be taking to limit any negative consequences of

the breach.

The Contractor will ensure the legally required reporting of breaches. The Contractor will take all measures necessary to limit the possible damage or potential damage. The Contractor indemnifies VolkerWessels Telecom and holds it harmless against any third-party claims resulting from any security breach that affects the processing of personal data.

## 6. DELIVERY

6.1. Deliveries must take place at the time stipulated in the Agreement and/or in accordance with the most recent delivery schedule set by VolkerWessels Telecom and during the working hours set by VolkerWessels Telecom for the Work. If no delivery schedule has been established, deliveries must be scheduled in such a way that the Work can be completed in a timely manner.

6.2. If VolkerWessels Telecom is not able to receive the goods at the agreed time and/or according to the set delivery schedule, the Contractor will store and secure the goods, taking all reasonable measures to prevent deterioration in quality, until the goods have been delivered. The reasonable costs of this for the Contractor will be at VolkerWessels Telecom's expense unless the inability to take delivery is the result of force majeure.

6.3. The Contractor will take all waste and packaging materials back with it from the Site and ensure that it is separated by type for disposal wherever possible. A distinction will at least be made between hazardous and non-hazardous waste (industrial waste).

6.4. VolkerWessels Telecom becomes the owner of the goods delivered by the Contractor from the moment the goods are actually delivered to the Site. The Contractor is not entitled to invoke any retention of title against VolkerWessels Telecom in any way.

6.5. The Work and any materials supplied remain for the Contractor's risk until the moment at which the Work has been handed over to VolkerWessels Telecom by the Contractor.

## 7. PRICES

7.1. The prices agreed by the Parties are exclusive of VAT, unless explicitly agreed otherwise.

## 8. TOOLS AND EQUIPMENT ON SITE

8.1. The Contractor will provide all tools and equipment required to carry out the Work, ensuring these comply with the applicable statutory provisions plus any additional requirements VolkerWessels Telecom stipulates for these.

8.2. If tools or equipment do not meet the requirements stipulated for them, VolkerWessels Telecom is entitled to prohibit the use thereof and the Contractor is obliged to remove the tools or equipment in question and to replace them as soon as possible with tools or equipment that meets the requirements. Any delays in the execution of the Work and/or the Works resulting from this are entirely at the expense and risk of the Contractor and will not be regarded as force majeure for the Contractor.

8.3. Approval of tools or equipment by VolkerWessels Telecom does not release the Contractor from any liability arising from the use thereof.

## 9. PERFORMANCE

- 9.1. The Contractor is obliged to perform the Work in accordance with the regulations of VolkerWessels Telecom which are made known to the Contractor prior to the conclusion of the Agreement, including the quality standards and the rules of conduct, or regulations explicitly approved by VolkerWessels Telecom as referred to in clause 27 of these General Terms and Conditions.
- 9.2. The Contractor must be able to demonstrate that the work performed by it satisfies the quality requirements set by VolkerWessels Telecom and guarantees that the relevant (approved) regulations have been strictly adhered to while performing the Work.
- 9.3. The Contractor will fully cooperate with the Quality Management System of VolkerWessels Telecom, without claiming any compensation on account of costs incurred or damage suffered. VolkerWessels Telecom will deal with this provision in all reasonableness.
- 9.4. If, during the performance of the Work, any deviations are found with regard to the provisions of the Agreement, the Contractor is obliged to inform VolkerWessels Telecom of this immediately.
- 9.5. During the performance of the Work, an employee with adequate decision-making authority to regulate the day-to-day operations and who has been designated as such by the Contractor must be present on Site at all times. This employee must speak the Dutch language and be able to give preventive and effective instructions (from VolkerWessels Telecom) during the realisation of the Work.
- 9.6. The Contractor will arrange for the timely acquisition of any necessary connection facilities for the purposes of the Work and the energy required for the test.
- 9.7. On request, the Contractor must attend any meetings held in the context of realisation of the Work, ensuring a representative is present who is authorised to represent the Contractor and take decisions.
- 9.8. The Contractor will inform VolkerWessels Telecom immediately if there are hold-ups due to frost and employees are sent home as a result.
- 9.9. Poor weather conditions and/or outages of gas, water, electricity or means of transport do not entitle the Contractor to any compensation and/or deadline extension. In the event of force majeure on the side of the Contractor other than as the result of any of these circumstances, the Contractor is only entitled to a deadline extension, notwithstanding the provisions in clause 11.5 of these General Terms and Conditions.
- 9.10. The Contractor waives the right of retention as referred to in article 3:290 of the Dutch Civil Code vis-à-vis VolkerWessels Telecom and its legal successors. The Contractor is obliged to also make explicit written agreements with its contractors and suppliers that they waive the right of retention; the Contractor must likewise oblige its own contractors and suppliers to in turn make agreements on the provisions of this paragraph with their own contractors and suppliers.

## 10. PLANNING AND DEADLINE FOR PERFORMANCE OF THE WORK

- 10.3. The Contractor must perform the Work in accordance with the planning and deadline agreed upon with VolkerWessels Telecom in the Agreement.

If the Parties have not agreed on a deadline, a reasonable deadline to be determined by VolkerWessels Telecom will apply. The deadline referred to in this paragraph is a firm deadline.

- 10.4. If the Contractor foresees that the agreed deadline for the performance of the Work will not be met, it will inform VolkerWessels Telecom of this as soon as possible. If the deadline for performance of the Work is not met, the Contractor is in default without notice of default.
- 10.5. If the Contractor does not meet the deadline for performance of the Work, the Contractor is in default and, without further notice of default being required, will owe a penalty of 2% of the agreed contract value for all Work per calendar week (or a part thereof, in which case the penalty will be determined on a pro rata basis). A minimum of EUR 1,000 per calendar week applies in this context (or part of the fine will then be determined pro rata). All of this is without prejudice to the other rights of VolkerWessels Telecom, including the right to claim full compensation if the amount of the full compensation should exceed the amount of the penalty and the right to claim performance.
- 10.6. If the performance of Work is delayed due to circumstances that are at the expense and risk of the Contractor pursuant to the Agreement, the Contractor is obliged to compensate all costs and damage arising from the delay, including but not limited to consequential damage, claims and penalties, the waiting time, all additional work and all additional travel and subsistence costs incurred by VolkerWessels Telecom and third parties engaged by it, except if this delay is caused by force majeure on the part of the Contractor as referred to in clause 9.9 of these General Terms and Conditions.
- 10.7. The Contractor is only entitled to a deadline extension if VolkerWessels Telecom has granted written permission in advance. A deadline extension does not entitle the Contractor to additional payment or compensation.

## 11. VARIATIONS IN AGREED WORK

- 11.1. Contract variations (involving a reduction of work or additional work) may never be implemented without prior written permission from VolkerWessels Telecom.
- 11.2. If VolkerWessels Telecom has not issued a written order, additional work will not be paid.
- 11.3. Payment for additional work or a reduction of work will be calculated in the final settlement for the Work once the Work has been delivered and approved by VolkerWessels Telecom.
- 11.4. Clauses 5(6) and 35(5) UAC do not apply.

## 12. PERSONNEL, OCCUPATIONAL HEALTH & SAFETY, SAFETY, ENVIRONMENT AND INTEGRITY

- 12.1. The Contractor guarantees VolkerWessels Telecom that it and/or any third parties it engages as workers to perform the work will comply with all legislation and regulations applicable in the Netherlands (such as but not limited to: the Working Conditions Act (Arbeidsomstandighedenwet), the Working Hours Act (Arbeidstijdenwet), the Placement of Personnel by Intermediaries Act (Wet Allocatie Arbeidskrachten Door

Intermediairs, WAADI), the Labour Market Fraud (Bogus Schemes) Act (Wet Aanpak Schijnconstructies, WAS), the Foreign Nationals (Employment) Act (Wav) (Wet Arbeid Vreemdelingen, WAV), the Terms of Employment (Cross-Border Work) Act (Wet Arbeidsvoorwaarden Grensoverschrijdende Arbeid, WAGA), the Minimum Wage and Minimum Holiday Allowance Act (Wet Minimumloon en Minimumvakantiebijslag, WML), the Compulsory Identification Act (Wet op de Identificatieplicht, WID)), the Balanced Labour Market Act (Wet arbeidsmarkt in Balans (WAB)) and the Assessment of Employment Relationships (Deregulation) Act (Wet deregulerende beoordeling arbeidskrachten (DBA)) as well as the provisions of the applicable collective labour agreement (such as the Collective Labour Agreement for the Construction Industry, the ABU Collective Labour Agreement and the NBBU Collective Labour Agreement) and any applicable (sectoral) pension scheme, in respect of which all social contributions and payroll taxes have been met. At VolkerWessels Telecom's first request, the Contractor will provide VolkerWessels Telecom with an overview of the Employees to be deployed by him (including the Employees of third parties to be engaged by the Contractor) with the applicable terms of employment, as well as all information and documents necessary to check whether the Contractor complies with its obligations. The Contractor shall notify VolkerWessels Telecom immediately of any claim, request for information or liability pursuant to the WAS. The Contractor must ensure that the obligations from this clause are imposed in full on all parties with which it enters into agreements for the purposes of the performance of its work under this Agreement and to which the WAS applies (perpetual clause). The Contractor is hereby also obliged to stipulate that these parties subsequently include these contractual obligations in full in the agreements they enter into for the performance of the work arising from this Agreement.

12.2. At VolkerWessels Telecom's first request, the Contractor will cooperate with the carrying out of checks, audits or salary validations, whether or not by an independent external party, by, among other things, allowing inspection of its records. The Contractor will also ensure that the third parties to be engaged by it cooperate, if necessary, with the carrying out of the aforementioned checks, audits or salary validations. If the Contractor or any third party it has engaged emerges not to be paying the wage owed to its Employees, this constitutes an attributable failure to comply with the Contractor's obligations pursuant to this Agreement and the Contractor is immediately in default without notice of default being required. In that case, VolkerWessels Telecom is entitled to dissolve the Agreement, without prejudice to its remaining rights, such as performance and/or damage compensation. In the event of non-compliance with the obligations from clauses 13.1 and 13.2, the Contractor will owe a penalty of €15,000 per violation, which will be immediately due, without prejudice to the other rights of VolkerWessels Telecom pursuant to this Agreement or the law.

12.3. The Contractor indemnifies VolkerWessels Telecom against all damage and costs in the event that VolkerWessels Telecom is held liable on the grounds of failing to pay the wage owed to an employee in the chain.

12.4. The employees of the Contractor and the employees of the third parties to be engaged by the Contractor must be competent and must have the legally required diplomas and certificates required for the performance of the Work. The Contractor must have a current list of all valid diplomas and certificates of its personnel.

12.5. The Contractor must at least comply with the requirements set out in the VCA\* and/or VCA\*\* contractor safety checklist, as well as the statutory provisions as laid down in the Working Conditions Act. The Contractor and any third parties that have been engaged must at least be CKB certified, or the Contractor must guarantee that activities will take place in accordance with the regulations of the CKB and provide proof of this at VolkerWessels Telecom's request. This unless the Parties agree otherwise.

12.6. While implementing the Agreement, the Contractor (as employer) will properly comply with the applicable laws, collective labour agreements and other obligations in a timely manner.

12.7. The Contractor and VolkerWessels Telecom will determine working days and working hours in mutual consultation.

12.8. Work outside regular working hours, during evenings, weekends and/or holidays, may only take place if and insofar as prior written permission has been granted for this, by the H&S coordinator and/or general foreman of VolkerWessels Telecom. Any penalties, costs and/or damage at the expense of VolkerWessels Telecom and/or the Principal with regard to H&S responsibilities, the Working Hours Act and supervision are at the Contractor's expense and risk.

12.9. The Contractor is obliged to comply with the Foreign Nationals (Employment) Act. The Contractor indemnifies VolkerWessels Telecom against penalties and any resulting damage on account of non-compliance by the Contractor and/or third parties engaged by the Contractor with the Foreign Nationals (Employment) Act. This indemnification also includes any penalties that may be imposed on VolkerWessels Telecom by its Principal and/or third parties.

12.10. All the Contractor's personnel and those of the third parties engaged by it are under the direct supervision and responsibility of the Contractor. All employees of the Contractor and any employees of third parties engaged by the Contractor are required to comply with the rules of conduct in clause 27 of these General Terms and Conditions.

12.11. In the event of misconduct or an attributable failure in the performance of the Agreement by personnel of the Contractor or any third parties engaged by it, or if the Principal asks VolkerWessels Telecom to do so, VolkerWessels Telecom is entitled to refuse any personnel of the Contractor or third parties engaged by it or to remove them from the Work on first demand. Any related costs in this regard are at the expense of the Contractor.

12.12. At VolkerWessels Telecom's first request, the Contractor will cooperate with a quality control and/or audit to be carried out by and/or on behalf of VolkerWessels Telecom. The Contractor will not be able to charge VolkerWessels Telecom any costs and/or claim a deadline extension on grounds of this paragraph.

12.13. The Contractor is obliged to report any incidents, accidents and hazardous situations to the Customer in accordance with the instructions in the SHE plan.

### 13. OUTSOURCING

13.1. The Contractor is not authorised to have the Work carried out by a third party, in whole or in part, unless written approval from VolkerWessels Telecom has been obtained first. Written permission will not be refused on unreasonable grounds. Further conditions may be attached to this approval by VolkerWessels Telecom.

13.2. If the Contractor assigns all or part of the Work to a third party, the Contractor must draw up a written agreement for this purpose. The Contractor is obliged to include all its rights and obligations under the Agreement with respect to the Work to be outsourced in full in the agreement between the Contractor and the third party and likewise oblige the third party it has engaged to agree what is stipulated in this paragraph in writing with any parties it subcontracts.

13.3. If VolkerWessels Telecom gives written consent for the engagement of a third party, the Contractor remains jointly and severally liable vis-à-vis VolkerWessels Telecom for the obligation borne by this third party.

13.4. Clause 6(27) UAC does not apply.

### 14. VICARIOUS TAX AND HIRER'S LIABILITY

14.1. Pursuant to the obligations under vicarious tax and hirer's liability provisions and the Liability of Recipients, Subcontractors and Clients 2004 Implementing Regulations, the Contractor must submit (or have submitted) to VolkerWessels Telecom immediately after agreement between the Contractor and VolkerWessels Telecom or in any event no later than prior to any work:

- a recent extract from the Trade Register of the Chamber of Commerce pertaining to the Contractor;
- valid identity documents of all workers to be employed for the Work and, to the extent required by law, valid work permits or valid A1 declarations for these workers;
- man-hour record of all workers deployed by the Contractor for the Work, which must include a statement of all workers deployed by the Contractor for the Work, their citizen service number, wage tax number and number of hours worked;
- the G account agreement in its name;
- quarterly, or as often as the Customer requests, an original and recent payment history report issued by the Tax and Customs Administration for vicarious tax and hirer's liability, which shows that it has fulfilled its statutory obligations in respect of vicarious tax and hirer's liability and has paid payroll taxes on time;
- strict compliance with all its obligations towards the employees it employs in the Work;
- all other documents arising from or in connection with the Labour Market Fraud (Bogus Schemes) Act, in accordance with what is made mandatory in clause 14 of these General Terms and Conditions and/or applicable legislation as it is

now and will be in force in the future;

- To indemnify VolkerWessels Telecom against its liability towards the Principal and/or third parties for the Contractor's failure to comply with its obligations under the agreement or pursuant to the law;
- comply immediately with all other requests made by VolkerWessels Telecom in connection with its possible vicarious tax and/or hirer's liability.

14.2. The Contractor is obliged to satisfy all statutory obligations in respect of the vicarious tax and hirer's liability and to pay payroll taxes punctually and to strictly comply with all of its obligations towards the workers employed by it or by third parties it engages.

14.3. If, after obtaining permission from VolkerWessels in advance, the Contractor makes direct or indirect use of workers hired and/or outsources all or part of the assigned work, the Contractor is obliged to strictly comply with the provisions of clause 14 of these General Terms and Conditions and to impose the provisions of this paragraph by way of perpetual clause on subcontractors, suppliers and/or personnel hired by or on behalf of the Contractor.

14.4. VolkerWessels Telecom is at all times entitled to pay the payroll taxes owed by the Contractor in respect of the Work, for which VolkerWessels Telecom is jointly and severally liable pursuant to the vicarious tax and hirer's liability provisions, to the Contractor by means of a deposit into the Contractor's blocked account within the meaning of the Liability of Recipients, Subcontractors and Clients 2004 Implementing Regulations. The part to be deposited into the Contractor's blocked account will be mutually agreed between the Parties in the Agreement. If Parties fail to do so, 40% of the wage cost component of the invoice amount excluding VAT will be deposited into the blocked account. In the event that VolkerWessels Telecom exercises this right, the Contractor is obliged to strictly comply with the further regulations as referred to in the Liability of Recipients, Subcontractors and Clients 2004 Implementing Regulations, the Placement of Personnel by Intermediaries Act, the Collection of State Taxes Act 1990 and the Wages and Salaries Tax Act 1964.

14.5. VolkerWessels Telecom is at all times entitled to change the amount to be withheld or deposited if, on the basis of the information at its disposal, it can reasonably conclude that VolkerWessels Telecom will in fact owe a higher amount in payroll taxes than determined for the performance of the agreement. VolkerWessels Telecom will notify the Contractor in writing of any change in these percentages.

14.6. If VolkerWessels Telecom has had to pay payroll taxes after being held liable for unpaid payroll taxes or pursued by subcontractors, self-employed contractors or suppliers or by workers hired in by them, VolkerWessels Telecom will be entitled to recover the full amount paid by VolkerWessels Telecom from the Contractor, contrary to the provisions of sections 55 and 56 of the Collection of State Taxes Act 1990. VolkerWessels Telecom's claim will be increased by the statutory (commercial) interest and costs incurred.

14.7. By VolkerWessels Telecom's satisfaction of its obligations pursuant to the applicable collective labour agreement and/or relevant legislation towards the

employees of the Contractor or third parties engaged by or on behalf of the Contractor, VolkerWessels Telecom will have recourse against the Contractor at least to the extent of the amount paid by VolkerWessels Telecom in this respect. VolkerWessels Telecom's claim will be increased at least by the statutory (commercial) interest and costs incurred.

14.8. In the event of the Contractor's bankruptcy, VolkerWessels Telecom will be entitled to suspend its payment obligations until VolkerWessels Telecom has received an indemnifying statement from the Tax and Customs Administration showing that VolkerWessels Telecom will not be held liable under the Liability of Recipients, Subcontractors and Clients 2004 Implementing Regulations or the vicarious tax and hirer's liability provisions on account of wrongful non-payment of payroll taxes by the Contractor. The bankruptcy trustee, pledgee or assignee will be obliged to ensure the said statement or statements are obtained.

## 15. IDENTIFICATION AND REGISTRATION

15.1. The Contractor will comply with all regulations and obligations arising from the Compulsory Identification Act (WID).

15.2. The Contractor is not permitted

15.3. to deploy (or allow deployment of) workers who are not authorised to work in the Netherlands. The Contractor hereby guarantees that it will comply with the requirements stipulated in the Foreign Nationals (Employment) Act (Wav).

15.4. The Contractor is liable for and will indemnify VolkerWessels Telecom against any penalties, costs (including legal assistance costs) and damage resulting from non-compliance with the WAV and/or the WID by the Contractor or by any third parties engaged by the Contractor, regardless of whether the penalties imposed on VolkerWessels Telecom are (partially) the result of the acts or omissions of the Contractor or they are due to VolkerWessels Telecom's non-compliance with the obligations arising from the WAV. VolkerWessels Telecom will charge, set off or otherwise recover all penalties, costs and damage to/with/from the Contractor. This liability and indemnification also includes penalties, costs and damage charged to VolkerWessels Telecom by its customer(s).

## 16. WARRANTY

16.1. The Contractor warrants that the Work performed or goods supplied by it are good and sound, contain no defects in design, construction, assembly or material, are suitable for the purpose for which they are intended and satisfy the requirements set out in the Agreement and the requirements stipulated by the government. The Contractor grants a 20-year warranty on the materials used in the Work, with the exception of small materials such as screws. This does not affect the other rights of VolkerWessels Telecom, which explicitly include the defects regulation as referred to in clause 12 UAC. Clause 12(2) UAC is amended as follows:

'An exception to the provision in paragraph 1 will apply:

- a. there is a defect which is due to the fault of the contractor or which is his responsibility pursuant

to the law, a juridical act or generally accepted practice; and additionally

- b. VolkerWessels Telecom did not notice these defects before completion; and additionally
- c. VolkerWessels Telecom would not, in all reasonableness, have necessarily discovered these defects at the actual time of completion.'

16.2. For the purposes of the provisions in this clause 16, defects include (i) inconvenient location (of parts) of the Works in relation to existing cables, ducts and pipes and other underground infrastructure of the lines laid by the Contractor, (ii) Works or parts thereof not being laid deep enough and (iii) incorrect route used for (parts of) the Work. This explicitly does not need to include the condition (collapse, unsuitability, etc.) as referred to in clause 12(4)(b) UAC. An 'inconvenient location' means that the owner and/or manager of a network already present underground is inconvenienced by the cables laid by the Contractor. The Contractor is obliged to ensure that the network is accessible in such a way that the network can be maintained and managed as normal without additional work being required.

16.3. The Contractor warrants that all eligible items supplied by it satisfy the requirements of the Soil Quality Decree (Besluit Bodemkwaliteit).

16.4. The Contractor warrants to VolkerWessels Telecom that the documentation, such as as-built drawings, delivered in the context of completion of the Work is correct and satisfies the requirements set by VolkerWessels Telecom for a period of twenty-four (24) months counted from the completion of the Work.

16.5. With respect to all work performed or goods supplied, the Contractor will provide to VolkerWessels Telecom, and if so required also to the Principal, at least the warranty that VolkerWessels Telecom must provide to the Principal in accordance with the specifications or agreement. The warranty period starts and continues at least until VolkerWessels Telecom is no longer liable to the Principal for defects under the terms of the specifications or the agreement.

16.6. If, according to the specifications or agreement between VolkerWessels Telecom and the Principal, VolkerWessels Telecom does not have to provide the Principal a warranty, the warranty period that applies for the Work performed and the goods supplied is at least the period from the date on which the completed Works are delivered to VolkerWessels Telecom until VolkerWessels Telecom delivers the completed Works to the Principal plus an additional period of twenty-four (24) months thereafter, unless VolkerWessels Telecom and the Contractor have expressly agreed otherwise in writing.

16.7. If a more extensive warranty applies in respect of what has been supplied/completed, in accordance with the warranty conditions of (a subcontractor/supplier of) the Contractor, that warranty is deemed also to have been given by the Contractor to VolkerWessels Telecom. The Contractor is obliged to inform VolkerWessels Telecom of this extended warranty in writing.

16.8. In the event of repair or replacement during the aforementioned warranty period, the warranty period for the

repaired or replaced items and/or parts will restart from the time of replacement or repair.

16.9. If the term of a manufacturer's warranty is more extensive than the warranty requested by VolkerWessels Telecom, at least the term of the manufacturer's warranty will apply.

16.10. During the agreed warranty period, the Contractor is obliged to repair or replace all defects at its own expense and risk upon first notification by and in consultation with VolkerWessels Telecom within a reasonable term to be set by VolkerWessels Telecom for that purpose, unless the Contractor demonstrates that the defects are not at its expense or risk under the Contract. All costs involved in repair or replacement, including but not limited to any (consequential) damage suffered by VolkerWessels Telecom as a result of defects occurring during the warranty period, will be at the Contractor's expense unless the Contractor demonstrates that the defects are not at its expense or risk under the Agreement.

16.11. If, in the opinion of VolkerWessels Telecom, the Contractor is in default of proper or timely fulfilment of its warranty obligations, as well as in urgent cases where, after consultation between the Parties, it appears that the Contractor is unable to take adequate action or the Contractor cannot be reached on time by telephone or in writing in the opinion of VolkerWessels Telecom, VolkerWessels Telecom is entitled to repair or replace defects or have them repaired or replaced at the Contractor's expense and risk. VolkerWessels Telecom will inform the Contractor of such repair as soon as reasonably possible.

## 17. WIBON

17.1. While performing the Work, the Contractor must observe the Above and Underground Grids (Information Exchange) Act (WIBON) and the applicable orders in council and CROW guidelines.

17.2. The Contractor is obliged to perform all activities arising from the WIBON at its own expense and risk, unless Parties agree otherwise in this respect in the Agreement. All costs incurred by third parties in the context of the WIBON will be at the expense and risk of the Contractor if and in so far as these parties were engaged by the Contractor.

## 18. DOCUMENTS

18.1. The Contractor is obliged to provide VolkerWessels Telecom with all general certificates, warranty certificates, instructions, operating and maintenance directions and as-built documents no later than upon supply of the goods or completion of the Work.

18.2. Working drawings as used by the Contractor for the performance of the Work will be made available by the Contractor to VolkerWessels Telecom at a time to be determined by VolkerWessels Telecom.

18.3. Upon request, the Contractor will provide VolkerWessels Telecom with advice free of charge regarding the supplies ordered and/or work assigned.

18.4. Any documents, drawings, calculations and other information carriers used by the Contractor remain the property of VolkerWessels Telecom, insofar as they come from VolkerWessels Telecom.

## 19. INSPECTION, TESTING AND CHECKS

19.1. VolkerWessels Telecom as well as the Principal and/or the construction management are at all times and wherever authorised to inspect, test and check the goods to be delivered and work to be performed by the Contractor, or to have them inspected, tested and checked. This includes material and equipment on Site, in the Contractor's workplace and/or at the supplier's manufacturing plant. The Contractor will provide all necessary cooperation to this end free of charge. Clause 9 (5) to (7) UAC does not apply.

19.2. If the Work is rejected entirely or in part, the costs of repeated inspection, testing and checks will be borne by the Contractor.

19.3. Inspection, testing, checks and approval of drawings, calculations, deliveries and work by VolkerWessels Telecom do not relieve the Contractor of any obligation, warranty or liability arising from the Agreement and/or the law.

## 20. LIABILITY AND INSURANCE

20.1. VolkerWessels Telecom is not liable for the damage to or loss or theft of tools, equipment and resources or other property of the Contractor, except if this is the result of intent or gross negligence on the part of VolkerWessels Telecom. The same applies to stored tools, equipment and resources or other property of the Contractor in areas made available by VolkerWessels Telecom.

20.2. The Contractor will insure all of its obligations under the Agreement sufficiently and to the satisfaction of VolkerWessels Telecom.

## 21. INVOICING

21.1. Invoices must comply with the requirements set out in sections 35 and 35a of the Turnover Tax Act 1968. In addition, VolkerWessels Telecom must have received a registration confirmation of the Chamber of Commerce (and for self-employed persons: an agreement or model agreement approved by the Tax and Customs Administration, signed by the Parties), and the Contractor must clearly state the following information on its dated and numbered invoices:

- name, address and location of the Contractor;
- the payroll tax number of the Contractor;
- the contract number and/or project number relevant to the Work;
- the purchase number of VolkerWessels Telecom;
- the creditor number of the Contractor;
- the Work and location(s) of delivery or performance of the work to which the invoice relates;
- the time period and performance to which the invoice relates;
- the amount already invoiced, including the relevant invoice;
- the amount still to be invoiced;
- the size of the wage bill for the payroll taxes included in the invoiced amount;
- the amount to be deposited in the G account in the name of the Contractor itself, as well as the number and institution where the G account has been opened;



- an indication of whether the reverse charge mechanism with respect to the turnover tax applies or not, and in the latter case, the amount of turnover tax owed.

21.2. Invoices must include a man-hour record signed by the Contractor, which must contain all workers deployed for the Work, the payroll tax number and the number of hours worked. In addition, invoices must be accompanied by a supplier's or exporter's note and/or the production statement signed by VolkerWessels Telecom.

21.3. After technical and administrative delivery, the Contractor will provide VolkerWessels Telecom with a contractor statement or updated goods receipt note. The Contractor may invoice once this contractor statement or updated goods receipt note has been approved and it has received a Purchase Order from VolkerWessels Telecom.

21.4. Invoices that do not meet these requirements will be returned by VolkerWessels Telecom unpaid.

21.5. VolkerWessels Telecom will pay the Contractor the contributions, social security and wage tax due in respect of the Work, for which it is jointly and severally liable pursuant to the vicarious tax liability scheme contained in the Collection of State Taxes Act 1990, by transferring the amount to the Contractor's blocked account within the meaning of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act.

21.6. Payment of an invoice submitted by the Contractor will take place 60 days after the invoice has been received by VolkerWessels Telecom in good order, provided the invoice meets the requirements.

## 22. PAYMENT

22.1. VolkerWessels Telecom is not obliged to pay an invoice as referred to in clause 21 until the unamended order (or copy thereof) or Agreement (or copy thereof) has been signed by the Contractor for approval and returned to VolkerWessels Telecom.

22.2. VolkerWessels Telecom is entitled to set off amounts it owes to the Contractor and/or companies affiliated with the Contractor against amounts that VolkerWessels Telecom can claim from the Contractor and/or companies affiliated with the Contractor on any basis whatsoever. The Contractor is not permitted to set off claims.

22.3. The Contractor is obliged to provide security for the fulfilment of its obligations at VolkerWessels Telecom's first request, in the form of an irrevocable bank guarantee that is due immediately, to the satisfaction of VolkerWessels Telecom.

22.4. If the Contractor fails to pay any third party it has engaged under the Agreement, VolkerWessels Telecom is entitled to pay this third party directly and deduct the relevant amounts from subsequent payment(s) due to the Contractor.

22.5. Payment by VolkerWessels Telecom does not imply acceptance of any part of the Work and does not limit the right of VolkerWessels Telecom to file any (damage) claims against the Contractor.

## 23. PROHIBITION OF ASSIGNMENT AND PLEDGE

23.1. The Contractor is prohibited from assigning, pledging or transferring any claims it has on VolkerWessels Telecom arising from the Agreement to a third party, and from otherwise disposing of these to the detriment of VolkerWessels Telecom. This prohibition also has effect under property law as referred to in article 3:83(2) DCC.

23.2. VolkerWessels Telecom is entitled to transfer all or part of (the rights and obligations under) this Agreement to an Affiliated Company. The Contractor undertakes vis-à-vis VolkerWessels Telecom to provide all necessary cooperation with such a transfer and hereby agrees to such transfer in advance.

## 24. DEFAULTING CONTRACTOR

24.1. If the Contractor, after having been given notice of default, fails to fulfil its obligations, fails to fulfil them on time and/or fails to fulfil them properly or is in danger of failing to fulfil them, VolkerWessels Telecom is entitled to take appropriate measures, at the Contractor's expense, to prevent or limit stagnation in or damage to the supply and/or the Work and/or the Works.

24.2. If the Contractor fails to fulfil its obligations in time and/or properly in spite of being reminded to do so, VolkerWessels Telecom is entitled, without prejudice to its further right to compensation, to partly or wholly complete the delivery or the Work, or have third parties do this, at the Contractor's expense.

24.3. In the event of default as referred to in paragraphs 1 and 2, the Contractor is obliged to provide VolkerWessels Telecom or third parties engaged by VolkerWessels Telecom with all cooperation desired by VolkerWessels Telecom, including the right of VolkerWessels Telecom to make use of all materials, tools, resources and equipment available and supplied by the Contractor. To this end, VolkerWessels Telecom is also entitled to access any closed storage locations of the Contractor.

24.4. The Contractor cannot derive any right to compensation for damages, costs or lost profits from the above-mentioned right to intervene, unless such damage arises as the result of intent or gross negligence on the part of VolkerWessels Telecom.

24.5. All claims of VolkerWessels Telecom as referred to in this clause are due immediately.

## 25. DISSOLUTION

25.1. Without prejudice to its further right to compensation, VolkerWessels Telecom is entitled, without any further notice of default or court intervention being required, to dissolve the Agreement in writing, in whole or in part, if, but not exclusively:

- the Contractor fails
- to fulfil its obligations in a timely manner and/or fails to do so properly despite being reminded to do so; the Contractor is in default by operation of law, for example if it exceeds the agreed delivery times and/or project deadlines;
- the Contractor applies for a moratorium on payments or is declared bankrupt;
- the Contractor ceases its business operations, loses control over it, or transfers, liquidates or ceases (parts of) its business;

- the Contractor's legal authority to perform juridical acts is restricted in any other way;
- the agreement between VolkerWessels Telecom and the Principal, in respect of which VolkerWessels Telecom has given an order to the Contractor, is terminated prematurely by the Principal or VolkerWessels Telecom;
- an attachment is levied on the Contractor's goods, claims or future claims at VolkerWessels Telecom or on (part of) the Works at VolkerWessels Telecom.

25.2. In the event that VolkerWessels Telecom is prevented from performing the Agreement a result of force majeure, or if the Principal suspends or terminates the Works based on clause 14 UAC or a similar regulation, VolkerWessels Telecom is entitled to either suspend performance of the Agreement for no more than six months or to dissolve the Agreement in whole or in part, without court intervention. In case of dissolution, VolkerWessels Telecom will not owe any damage compensation to the Contractor. During the suspension, the provisions that the Contractor must take will be settled as additional work and the damage suffered by the Contractor will be compensated to it for a maximum period of three months. Clause 14 (10) UAC and article 7:764 DCC do not apply. During the suspension VolkerWessels Telecom is authorised, and at the end of the suspension it is obliged, to opt for further performance or full or partial dissolution of the Agreement.

25.3. Unless expressly agreed otherwise, every agreement is entered into under the resolutive condition that the Works in connection with which the Agreement is entered into do not go ahead or the Principal withholds approval for the Contractor vis-à-vis VolkerWessels Telecom. If Works only proceed partially, the Agreement will be amended accordingly.

## 26. FORCE MAJEURE

26.1. Force majeure means a situation as a result of which the Agreement (temporarily) cannot be performed, which cannot be attributed to the Contractor as stipulated in article 6:75 DCC. Force majeure is not defined between the Parties in any event as including: lack of personnel, strikes, illness of personnel, late delivery or unsuitability of goods required for the Agreement, transport problems, failures by third parties engaged by the Contractor and disruptions in the production of the Contractor.

26.2. In the event of force majeure, both Parties are individually entitled to suspend their obligations (for that part of the Agreement that cannot be performed due to force majeure). If a situation of force majeure persists longer than two months, each of the Parties is entitled to dissolve the Agreement by written declaration in respect of the part of the Agreement that cannot be performed.

26.3. If, in the event of force majeure, the Contractor has already complied with its obligations in part, it is entitled to invoice VolkerWessels Telecom for the part already performed and VolkerWessels Telecom is obliged to pay that invoice.

## 27. CORPORATE SOCIAL RESPONSIBILITY

27.1. VolkerWessels Telecom unites the principle of economics with core values such as social responsibility, integrity, transparency and sustainability. To this end, it has formulated a number of 'Contracting Company Guiding Principles', which can be found on the website [www.volkerwessels.com](http://www.volkerwessels.com). With regard to integrity, VolkerWessels Telecom also abides by the 'VolkerWessels Code of Conduct', compliance with which is demanded of all employees of Koninklijke VolkerWessels N.V. and its subsidiaries. The 'VolkerWessels Code of Conduct' can be found on the website [www.volkerwessels.com](http://www.volkerwessels.com). The Contractor takes note of the aforementioned principles and the code of conduct and complies with their contents. The Contractor will ensure that these principles and the VolkerWessels Code of Conduct, or its own code of conduct, if in line with the code of conduct developed by the Algemeen Verbond Bouwbedrijf (AVBB, a national coalition of representative organisations in the Dutch construction industry), apply for all employees of the Contractor as well as for workers, consultants, subcontractors and suppliers engaged by the Contractor.

27.2. VolkerWessels Telecom attaches great value to acting in a socially responsible manner. The operational management of VolkerWessels Telecom does not focus exclusively on profit, therefore, but also explicitly on the well-being of people inside and outside the company and on a healthy environment. In the field of corporate social responsibility (CSR), energy and CO2 reduction, raw materials and waste management and social return (the deployment of people at a distance from the labour market) are important themes for VolkerWessels Telecom.

27.3. VolkerWessels Telecom requires the Contractor to endorse the importance of CSR and, in its business decisions, to endeavour to reduce CO2 emissions, prevent waste and hire people at a distance from the labour market.

27.4. VolkerWessels Telecom has the right to determine, by means of an audit, to what extent the Contractor implements CSR in order to test whether the Contractor contributes to the provisions of clause 27.2. In addition, the Parties will periodically jointly evaluate and explore the possibilities for the Contractor to contribute to the provisions of clause 27.2.

27.5. At VolkerWessels Telecom's first request, the Contractor will provide VolkerWessels Telecom, at the Contractor's expense, with its CO2 emissions assessment for the year in which the Work took place and the preceding year.

## 28. APPLICABLE LAW, DISPUTES

28.1. The Agreement between VolkerWessels Telecom and the Contractor, as well as any further agreements and ensuing agreements, are subject exclusively to Dutch law.

28.2. All disputes - including those that are only considered as such by one of the Parties - that may arise between VolkerWessels Telecom and the Contractor as a result of the Agreement, or of ensuing agreements, will be settled by arbitration in accordance with the rules described in the articles of association of the Arbitration Board for the Building Industry, as these read three months prior to the conclusion of the Agreement, subject to VolkerWessels Telecom's right to have the dispute settled by the competent

civil court or the authority as stipulated in the agreement between VolkerWessels Telecom and its Principal.

28.3. If any disputes arise or threaten to arise, the Contractor is not entitled to suspend its obligations under the Agreement.

## 29. FINAL STIPULATIONS

29.1. Words in the singular also refer to the plural and vice versa if this is relevant within the context.

29.2. The titles in these General Terms and Conditions are not part of these General Terms and Conditions and will not be used for its interpretation.

29.3. This English translation of the Dutch General Conditions for the Contracting of Work is provided for convenience only. The Dutch version of the Contracting of Work are authoritative.



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