



GENERAL PURCHASING TERMS AND CONDITIONS

VOLKER WESSELS TELECOM BV

HEREINAFTER REFERRED TO AS VOLKERWESSELS TELECOM

1. DEFINITIONS

In these terms and conditions, the following definitions apply:

Delivery: the actual delivery of (parts of) the Goods and/or Services at the time and place specified in the Agreement.

General Terms and Conditions: these General Purchasing Terms and Conditions

Order: The written Order issued on behalf of and for the account of VolkerWessels Telecom for the purchase of Goods and Services.

Services: all activities to be performed by the Supplier pursuant to an Agreement, not being works or deliveries of goods.

Goods: all (parts of) goods (tangible objects subject to human control, such as equipment) and property rights (such as rights to property).

Supplier: The Party with which VolkerWessels Telecom contracts if it purchases goods or services.

Supply: the supply of Goods to and the performance of additional activities and the provision of Services by a Supplier for the benefit of VolkerWessels Telecom.

Agreement: The set of conditions agreed between the Parties with regard to the purchase of goods and the provision of services, of which these General Purchasing Terms and Conditions constitute part.

The Parties: VolkerWessels Telecom and the Supplier.

VolkerWessels Telecom: VolkerWessels Telecom B.V. and its affiliated companies.

2. APPLICABILITY

- 2.1. These General Purchasing Terms and Conditions apply for all requests for quotations, Orders and Agreements concerning Supplies.
- 2.2. Deviations from or additions to these General Purchasing Terms and Conditions require the explicit written consent of VolkerWessels Telecom.
- 2.3. 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.
- 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.

3. GENERAL REQUIREMENTS (WARRANTIES AND PERSONNEL)

- 3.5. With regard to the supply of Goods, the Supplier warrants that:
 - in the event of the supply of goods, these are of good quality and free from defects and, in the event of work being performed, this will be performed by skilled personnel using new materials;
 - these Goods are fully in accordance with the provisions of the Agreement and the specifications given by the Supplier;
 - these Goods comply with the legal requirements applicable in the Netherlands and other (international) government regulations;
 - these Goods comply with the CE marking or the EC declaration of conformity for machinery / safety components or 'manufacturer's declaration', in accordance with the statutory European directives. The Supplier will provide the declaration of CE conformity;
 - these Goods are provided with corresponding documentation drawn up in the Dutch or English language.
- 3.6. If reference is made in the Agreement to technical, safety, quality or other regulations and documents that are not attached to the Agreement, the Supplier is deemed to be aware of these, unless it immediately notifies VolkerWessels Telecom in writing to the contrary. VolkerWessels Telecom will in that case further inform the Supplier about these regulations and documents. The Supplier must, at its own expense, ensure the early acquisition of the permissions, permits or licences that are its responsibility and which are necessary for the performance of the Agreement and for compliance with the conditions set out therein.
 - 3.7. With regard to the supply of Services, the Supplier warrants that:
 - the Services will be performed in a competent and professional manner in a timely, undisturbed and complete manner; it will at all times comply with its obligations under tax and social security legislation in respect of its personnel or any auxiliary persons engaged by it;
 - it will have the Services performed by qualified personnel;
 - the Services and results of the Services to be provided comply with the Agreement and satisfy the agreed specifications (including (technical) designs) and any KPIs or service levels as laid down in the Agreement;
 - it always has sufficient personnel available to meet the needs of VolkerWessels Telecom for the purchase of Services and to be able to perform the Agreement properly;
 - the results of the Services are free of (intellectual property) rights of third parties.
 - 3.8. If the performance and/or results of the Services emerge not to comply with the aforementioned warranties, the Supplier will, at VolkerWessels Telecom's first request, perform the Services again as soon as possible at its own expense. This applies without prejudice to the rights accruing to VolkerWessels Telecom pursuant to the law in the event of non-compliance.
 - 3.9. With regard to the replacement of personnel in the case of the provision of Services, the following applies:
 - The Supplier will ensure that there are as few changes as possible in the Supplier's personnel deployed for the benefit of VolkerWessels Telecom

involved in the performance of the Agreement and a new Agreement, in order to keep the accumulated knowledge about the organisation of VolkerWessels Telecom available to VolkerWessels Telecom as much as reasonably possible with a view to the efficient provision of the Services;

- with a view to the aforementioned efficiency of the service provision, the replacement of the Supplier's personnel charged with the performance of the Services can therefore only take place in exceptional cases;
- the Supplier is not permitted to replace personnel charged with the performance of the Services without the written consent of VolkerWessels Telecom. VolkerWessels Telecom is entitled to attach conditions to its consent and will not withhold its consent on unreasonable grounds;
- in the event that VolkerWessels Telecom requests - on reasonable grounds - the replacement of personnel charged with the performance of the Services, because it is of the opinion that this is necessary or desirable in the interest of proper performance of the Agreement, then the Supplier will comply with this;
- in the event of replacement of personnel charged with the performance of the Services, the Supplier will make persons available who are at least equivalent to the persons to be replaced in terms of expertise, training and experience, or who satisfy the requirements that VolkerWessels Telecom and the Supplier have agreed in respect of these persons;
- in the case of replacement of personnel, the Supplier is not entitled to increase the agreed rates.

4. MANUFACTURING AND QUALITY ASSURANCE

- 4.1. Each time this is requested, the Supplier will give VolkerWessels Telecom the opportunity to inspect the (partly) manufactured goods during the manufacturing process. Upon request, the Supplier will make testing and measuring equipment available for this purpose and provide support in terms of personnel. The Supplier's costs for this inspection will be paid by VolkerWessels Telecom, provided these costs are reasonable. However, if VolkerWessels Telecom rejects the goods, the costs of this inspection are borne by the Supplier itself. VolkerWessels Telecom has the right to have the (partly) manufactured items tested by an independent testing institute. If the testing institute rejects the goods, the costs of the testing institute are borne by the Supplier.

5. HARMFUL SUBSTANCES AND/OR PREPARATIONS

- 5.1. The Supplier warrants that the goods as such satisfy the requirements laid down by or pursuant to the law and do not contain any substances and/or preparations prohibited for the goods by or pursuant to the law. In addition, the goods will not contain any substances that

cannot be processed through a regular method of waste processing.

- 5.2. Upon request, the Supplier will provide insight into the extent to which care for the environment has been taken into account in the design of the goods. The Supplier will send VolkerWessels Telecom a list indicating the substances and/or preparations in the goods which are dangerous to people, property or the environment. The Supplier warrants that the information it provides is always complete and correct.
- 5.3. The Supplier will indicate which parts of the goods are eligible for reuse or recycling, other than by incineration, at the end of the useful life of the goods.

6. ORDERING

- 6.1. VolkerWessels Telecom will provide the Supplier with a statement of the Order by email. This will at least state the number of units, the delivery location, the price and the desired delivery date for the goods. The Supplier will confirm the Order with respect to the goods as soon as possible. If the confirmed delivery date for the goods does not match the desired delivery date, VolkerWessels Telecom has the right to cancel the Order. The Supplier will be fully informed of this.
- 6.2. If the order confirmation deviates from the original Order, VolkerWessels Telecom will only be bound after it has explicitly agreed to the deviation in writing. VolkerWessels Telecom's acceptance of supplies or services as well as payments made by it do not imply acknowledgement of the deviations.

7. DELIVERY AND COMPLETION OF SERVICES

- 7.1. The Supplier will not deliver the goods purchased by VolkerWessels Telecom with accompanying documentation until the agreed date. Delivery must take place 'Delivery Duty Paid', in accordance with the Incoterms as they apply at the time of the conclusion of the Agreement, at a location indicated in advance by VolkerWessels Telecom. The shipment will be accompanied by a packing list which meets the usual requirements and the shipment will also be packed according to the usual requirements.
- 7.2. The fully completed waybill will state the VolkerWessels Telecom order number (project and purchase order number). A shipment does not have to be received (wholly or partly) if:
- the shipment does not include the package units as indicated on the waybill;
 - the contents of the shipment or packaging is damaged or otherwise does not satisfy the Agreement;
 - the shipment is not offered/delivered to the correct contact person on the agreed date or at the agreed place.
- 7.3. A shipment is not delivered until VolkerWessels Telecom has signed the waybill for receipt of the shipment. Supplier will immediately take back a shipment that has not been received. In the event the Supplier cannot immediately take back the shipment,

the Supplier will have the shipment collected within five working days.

- 7.4. The provision of the Services is completed at the moment that:
- VolkerWessels Telecom has confirmed in writing that the Services have been performed, or
 - VolkerWessels Telecom has accepted in writing the results of the Services, whether or not on the basis of criteria set out in the Agreement.

8. TRANSFER OF OWNERSHIP AND RISK.

- 8.1. The supply of Goods and/or Services is at the Supplier's risk until the moment of delivery/completion as described in clause 7. Ownership transfers to VolkerWessels Telecom at the moment of delivery, unless payment by VolkerWessels Telecom has already taken place, in which case ownership transfers at the time of payment.
- 8.2. All items (including drawings and the like) purchased or produced by the Supplier especially for VolkerWessels Telecom for the purposes of the Supply are deemed to have become the property of VolkerWessels Telecom at the moment they are delivered to or produced by the Supplier and to have been made available to the Supplier by VolkerWessels Telecom. If VolkerWessels Telecom makes or is deemed to have made goods available to the Supplier for the purposes of the Agreement, these goods will remain or become the property of VolkerWessels Telecom and the Supplier is obliged to keep these goods in its possession clearly marked as the property of VolkerWessels Telecom and to provide VolkerWessels Telecom with a statement of ownership for these goods upon request.
- 8.3. Goods created by association, mixing or otherwise become the property of VolkerWessels Telecom at the time of their creation. The Supplier is deemed to have formed the goods for VolkerWessels Telecom and will keep these new goods as the property of VolkerWessels Telecom and provide VolkerWessels Telecom with a declaration of ownership upon request.

9. INSPECTION AFTER DELIVERY

- 9.1. Within a period of 30 calendar days counted from the date of delivery, the shipment or a part thereof or an item may be rejected if it emerges that the Agreement has not been complied with.
- 9.2. If a shipment or part of a shipment or item has been rejected, the Supplier will, at its own expense, within five working days after the notification of rejection has been received, in accordance with VolkerWessels Telecom's request:
- a. deliver whatever is missing at the Supplier's expense, or;
 - b. if so requested, collect the rejected goods, then repair or replace these and deliver them again after repair or replacement, all at the Supplier's expense.
- If the rejected goods are not collected, whatever has been rejected can be sent back at the Supplier's

expense.

At the moment of collection or return sending, the ownership and the risk transfer back to the Supplier. The repaired, replaced or delivered (parts of the) shipment or goods can be inspected (again).

- 9.3. In the event that parts of the shipment or goods are again rejected, the Supplier must, if so requested by VolkerWessels Telecom, still fulfil its obligations within the period set by VolkerWessels Telecom. The reinspection and transport costs are at the Supplier's expense.
- 9.4. Any extra costs incurred as a result of defective supply of materials are at the Supplier's expense.

10. INVOICING AND PAYMENT

- 10.1. The Supplier will not invoice an amount due for a quantity of Goods or extent of Services purchased by VolkerWessels Telecom until the date of delivery or supply of that quantity of Goods or after completion of the Services.
- 10.2. Invoices will correspond with the Order and the quantity of Goods delivered or supplied or the Services provided. The invoice will at least report the following:
- VolkerWessels Telecom's order number;
 - VolkerWessels Telecom's department code;
 - the delivery address;
 - the delivery date;
 - the net price of the Goods or Services;
 - a specification per order item.
- 10.3. If the invoice does not comply with the requirements described above, this can result in rejection of the invoice, resulting in a possible delay in payment.
- 10.4. Unless otherwise agreed by the Parties, the payment term is 60 days after the invoice date. In the event there are more than four days between receipt of the invoice and the invoice date, the date of receipt will apply as the start date of the payment term mentioned above.
- 10.5. VolkerWessels Telecom is entitled to deduct the amounts it owes to the Supplier and/or companies affiliated with the Supplier on any grounds from the amounts that VolkerWessels Telecom can claim from the Supplier and/or companies affiliated with the Supplier on any grounds whatsoever. This provision does not affect any reliance that VolkerWessels Telecom may have on set-off.
- 10.6. The Supplier is not permitted to set off reciprocal claims. The Supplier 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 has effect under property law as referred to in article 3:83(2) DCC.

11. VARIATIONS IN AGREED WORK

- 11.1. VolkerWessels Telecom is entitled to change the scope of the Agreement, even if this results in additional or less work.
- 11.2. If the Supplier is of the opinion that the change has

consequences for the agreed price or delivery time, it will inform VolkerWessels Telecom immediately and in writing of this and, in the event of additional work, issue a written quotation with regard to the price and the period associated with it, as well as the consequences for the other activities to be performed by the Supplier.

- 11.3. Additional work will not be performed by the Supplier until after written instructions have been received from VolkerWessels Telecom.
- 11.4. Additional work does not, in any even, include additional activities which the Supplier could or should have foreseen in order to deliver the agreed performance and functionalities or which are the result of an attributable failure on the part of the Supplier.

12. LATE OR DEFECTIVE DELIVERY

- 12.1. The delivery date, dates or periods of the Agreement will be considered strict deadlines.
If circumstances arise on the basis of which an agreed delivery date, dates or period can be expected to be exceeded, the Supplier must inform VolkerWessels Telecom immediately.
- 12.2. If the Supplier delivers later than the agreed delivery date or its delivery is defective, the Supplier fails in compliance with this obligation from the agreed delivery date, without any notice of default being required.
- 12.3. The Supplier will owe a penalty if and for as long as the Supplier fails attributable to comply with the obligation referred to above. The amount of the penalty will be 1% of the price of the Goods delivered late or defectively per calendar day, up to a maximum of 10% of that price. In the event of late or defectively provided Services, the penalty is 1% per day of the total purchase value of the Services up to a maximum of 10% of the total purchase value.
- 12.4. The penalty is without prejudice to the Supplier's obligation to compensate the damage caused to VolkerWessels Telecom as a result of late or defective delivery, if and insofar as the extent of the damage exceeds the amount of the penalty.
- 12.5. This penalty is without prejudice to VolkerWessels Telecom's right to demand compliance.

13. WARRANTY

- 13.1. Without prejudice to the provisions of this Agreement, if it is established within 24 months - counted from the date of delivery - that a defect is present in (parts of) the goods, the Supplier will, after receipt of a written notification to that effect from VolkerWessels Telecom, arrange for repair or replacement of the relevant (parts of the) goods at the Supplier's expense and within four weeks after receipt of the notification. The term 'defect' is defined for the applicability of this clause as: the failure of goods to comply with the Agreement, unless this is the result of normal wear and tear.
- 13.2. In urgent cases, VolkerWessels Telecom itself, or a third party to be engaged by it, can repair the defective (parts of) goods at its customers. The repair costs are at the Supplier's expense. On request, the Supplier will

provide advice in this respect free of charge. These repair costs are at the Supplier's expense.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1. Insofar as the Goods and documentation supplied and the results of Services provided are subject to intellectual property rights, VolkerWessels Telecom obtains a non-exclusive transferable right of use and VolkerWessels Telecom obtains the right to grant such right of use to its customers.
- 14.2. The Supplier indemnifies VolkerWessels Telecom against claims from third parties (including customers) and reimburses all damage suffered by VolkerWessels Telecom as a result, including all costs of legal assistance, in relation to:
- an infringement of a third party's intellectual property right;
 - an unlawful act, if and to the extent this infringement or unlawful act was caused by the use or presence of the Goods and results of the Services provided in accordance with this Agreement.
- 14.3. If (the use of) the Goods and/or the result of Services provided causes infringement of a third-party right as referred to or causes an unlawful act towards a third party, the Supplier will consult with VolkerWessels Telecom at its expense:
- a. to replace the Goods or results of Services provided with an equivalent good or service that does not infringe any right of a third party or whose use is not otherwise unlawful towards a third party, or;
 - b. to acquire a right of use in respect of the right in question for the benefit of VolkerWessels Telecom and its customers, or;
 - c. to modify the Goods or results of Services provided in such a way that the infringement or unlawful use is remedied.
- The Supplier warrants in that case that the agreed possibilities of use of the Goods and results of Services provided will not be restricted. The Supplier will indemnify VolkerWessels Telecom against claims by third parties for compensation of damage or a penalty if these claims arose as a result of the infringement or unlawful act referred to above. The additional costs incurred by VolkerWessels Telecom in connection with the infringement or unlawful conduct will also be reimbursed.

15. LIABILITY

- 15.1. The Supplier indemnifies VolkerWessels Telecom against claims from third parties with respect to defective products in the sense of product liability.

16. DISSOLUTION OF THE AGREEMENT

- 16.1. VolkerWessels Telecom is entitled to dissolve the Agreement in full or in part without court intervention if the Supplier fails in the fulfilment of an obligation or it is foreseeable that the Supplier will fail to fulfil an obligation. Dissolution with application of the above will

only take place if and insofar as the Supplier's failure, given its nature and significance, justifies the dissolution and its consequences.

- 16.2. Either of the Parties is entitled to dissolve the Agreement in full or in part with immediate effect, without court intervention and without notice of default, if:
- a. the other Party has applied for or been granted a moratorium on payments;
 - b. the other Party has been declared bankrupt or a winding-up petition has been filed for this Party;
 - c. the other Party has liquidated or ceased its business;
 - d. attachment has been levied against the Supplier on such a portion of its assets that this hinders the agreed performance;
 - e. the Supplier must otherwise be deemed no longer capable of fulfilling its obligations under or pursuant to the Agreement.
- Dissolution is effected by means of a written declaration.

17. CONFIDENTIALITY

- 17.1. The Parties undertake not to disclose to third parties any product, market, customer or company information relating to the other Party, unless such information is public knowledge without this having been caused by a breach of this confidentiality requirement.
- 17.2. The Parties undertake to use the information referred to exclusively for the performance of the Agreement concluded between them. The Parties undertake to impose the same obligations as contained above on persons deployed by them in the performance of the Agreements concluded between them.
- 17.3. A Party will only inform third parties about the existence and content of an Agreement concluded between them if prior written consent has been obtained for this from the other Party.
- 17.4. If a Party or employee of a Party then infringes the above confidentiality requirement, it will be in default, without notice of default being required.

18. US EXPORT ADMINISTRATION REGULATIONS.

- 18.1. If a Delivery incorporates US technology that is subject to the US Export Administration Regulations, the Supplier is obliged to notify VolkerWessels Telecom of this in accordance with the relevant provisions.

19. TRANSFER OF RIGHTS AND OBLIGATIONS; OUTSOURCING

- 19.1. The Supplier will not outsource the Delivery or parts thereof to third parties and will not transfer the rights and obligations arising for it from the Agreement, in full or in part, to third parties without the prior written consent of VolkerWessels Telecom.

20. SOFTWARE

- 20.1. If software is involved, the Supplier will always be fully

liable in the event of damage (including consequential damage); the Supplier will always provide timely and sound updates and bear all costs associated with these.

- 20.2. The Supplier guarantees that it is authorised to deliver the software in question and indemnifies VolkerWessels Telecom against any rights involved in the delivery of the software.
- 20.3. If the Supplier is declared bankrupt and/or the Supplier ceases to exist, as well as in the event VolkerWessels Telecom terminates the Agreement for whatever reason, the Supplier will immediately forward the source codes of the relevant software to VolkerWessels Telecom.

21. BUSINESS PRINCIPLES ; INTEGRITY AND CSR

- 21.1. VolkerWessels 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. With regard to integrity, VolkerWessels 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.
- 21.2. The Supplier takes note of the aforementioned principles and the code of conduct and complies with their contents. The Supplier 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 Supplier as well as for workers, consultants, subcontractors and suppliers engaged by the Supplier.
- 21.3. 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.
- 21.4. VolkerWessels Telecom requires the Supplier 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.
- 21.5. VolkerWessels Telecom has the right to determine, by means of an audit, to what extent the Supplier implements CSR in order to test whether the Supplier contributes to the provisions of clause 21.33. In addition, the Parties will periodically jointly evaluate and explore the possibilities for the Supplier to contribute to

the provisions of clause 21.3.

- 21.6. At VolkerWessels Telecom's first request, the Supplier will provide VolkerWessels Telecom, at the Supplier's expense, with its CO2 emissions assessment for the year in which the Deliveries took place and the preceding year.

22. DISPUTES AND APPLICABLE LAW

- 22.1. In addition to these General Purchasing Terms and Conditions, Dutch law applies. The aforementioned delivery conditions are interpreted in accordance with the meaning assigned to them in the Incoterms applicable to these General Terms and Conditions. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- 22.2. All disputes arising from and/or in connection with these General Purchasing Terms and Conditions, or Agreements concluded between the Parties to which these General Purchasing Terms and Conditions apply, will be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute as they read three months prior to the Agreement, notwithstanding 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.

23. FINAL STIPULATIONS

- 23.1. Words in the singular also refer to the plural and vice versa if this is relevant within the context.
- 23.2. 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.

24. ENGLISH TRANSLATION

- 24.1. This English translation of the Dutch General Purchasing Terms and Conditions is provided for convenience only. The Dutch version of the General Purchasing Terms and Conditions are authoritative.

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