

MOLENWEG 125 | 1436 BS AALSMEERDERBRUG

P.O. BOX 260 | 1430 AG AALSMEER | THE NETHERLANDS

T. +31 (0)20 3167100 | F. +31 (0)20 6534747

WWW.VERHOEF.EU | INFO@VERHOEF.EU

CH. OF COMM. 34072854 | STAT.OFFICE - AALSMEER

#### GENERAL PURCHASE CONDITIONS - VERHOEF ALUMINIUM SCHEEPSBOUWINDUSTRIE B.V.

#### Article 1. Definitions

- 1.1 "Buyer": Verhoef Aluminium Scheepsbouwindustrie B.V. (including affiliated companies).
- 1.2 "Supplier": a Supplier/service provider of which Buyer purchases Goods and/or services or provides an(other) assignment to.
- 1.3 "Customer": the company that provides Buyer with the order to provide Goods and/or Services.
- 1.4 "End user": the company that will actually use the Goods and/or Services provided to Customer by Buyer.
- 1.5 "Agreement": any applications, offers, agreements and any subsequent commitments, upon which Buyer purchases Goods and/or Services of Supplier or assigns an assignment to that Supplier.
- 1.6 "Goods": any work, goods, materials and other goods to be provided by Supplier under the Agreement with Buyer, including (but not limited to) parts, certificates, documents, computer software, and the like, as well as all work and Services related to that delivery.
- 1.7 "Services": any work and/or services to be performed by Supplier under the Agreement with Buyer, whether or not related to the delivery of Goods.
- 1.8 Where in these General Purchase Conditions, Goods is mentioned, Services must always be expressly understood as well.
- 1.9 Where in these General Purchase Conditions, "written" is mentioned, it is meant by letter, by email and/or by fax.

# Article 2. Applicability

- 2.1 These Purchase Conditions apply to all requests, offers and assignments relating to the delivery of Goods by Supplier to Buyer, expressly rejecting the conditions of Supplier.
- 2.2. In case of conflict, especially agreed commitments will prevail over these Purchase Conditions.

# Article 3. Changes/additional work

- 3.1 Buyer is authorized, at any time, in consultation with Supplier, to change scope and/or the capacity and/or the specifications of Goods to be delivered. Changes will be agreed in writing.
- 3.2 If, in the opinion of Supplier, a change has a consequence on the agreed fixed price and/or the delivery date, it is obligated, prior to the amendment, to inform Buyer as soon as possible, but no later than 5 working days after the notification of the required change, in writing.
- 3.3 If, in the opinion of Buyer, the consequences on the price and/or the performance and/or the delivery time, stated by Supplier, are unreasonable or unacceptable, Buyer is entitled to dissolve the Agreement in whole or in part by means of a written notice to Supplier. For the right to any compensation of the costs incurred by Supplier until the date of termination of the Agreement, see Article 8.1
- 3.4 Additional work will only be eligible for compensation if the additional work has been authorized in advance in writing by Buyer's authorized persons and, if applicable, in accordance with the agreed procedure(s).







MOLENWEG 125 | 1436 BS AALSMEERDERBRUG

P.O. BOX 260 | 1430 AG AALSMEER | THE NETHERLANDS

T. +31 (0)20 3167100 | F. +31 (0)20 6534747

WWW.VERHOEF.EU | INFO@VERHOEF.EU

CH. OF COMM. 34072854 | STAT.OFFICE - AALSMEER

# Article 4. Transfer of liabilities

- 4.1 Supplier may not transfer an obligation under the Agreement to a third party without prior written approval of Buyer. This consent may be subject to conditions by Buyer and shall not relieve Supplier of its obligations under the Agreement.
- 4.2 In case of outsourcing to third parties with the consent of Buyer, Supplier shall ensure that these Purchase Conditions apply to the subcontracting Agreement and provide Buyer with a direct claim to the sub-Supplier in respect of the outsourcing.
- 4.3 In case of transfer to a third party of (part of) the obligations of the Agreement by Supplier, it is obligatory to notify Buyer which securities are ensured for the payment of VAT, payroll tax and social security contributions which are compulsory for employers.
- 4.4 Buyer is permitted to transfer all or part of the rights and/or obligations of the Agreement, including all rights to warranty, to Customer and/or End user. Supplier hereby agrees in advance and is obliged, at Buyers first request, to assist, support and/or undertake all actions necessary for a legally valid transfer, unconditionally and without delay.
- 4.5 Supplier may not assign, pledge, otherwise encumber or transfer any claims from the Agreement to third parties without Buyers prior written consent.
- 4.6 Buyer is allowed to transfer the Agreement or parts of it to any direct or indirect parent company, sister company or subsidiary or to a company in which Buyer participates in the Netherlands, on condition of written consent of the acquirer confirming it's rights and obligations of this Agreement.

# Article 5. Price and price review

- 5.1 The agreed prices for the Goods to be delivered are exclusive of VAT and include all costs related to the fulfilment of the obligations of Supplier.
- 5.2 Prices are fixed, unless the Agreement sets out circumstances that may lead to price adjustments, as well as the way in which the adjustment may take place.
- 5.3 Cost-increasing circumstances that occur or arise after the conclusion of the Agreement are and remain on Supplier's expense.
- 5.4 Unless explicitly agreed otherwise, all prices include adequate packaging for transport and the delivery of all parts, accessories and tools associated with the Goods, as well as all corresponding documentation (such as drawings, quality-, inspection-, warranty- and classification certificates, maintenance handbooks, safety sheets, instruction books and manuals).

#### Article 6. Billing and payment

- 6.1 Invoices must state Buyer's order number, to be fully specified according to Buyer's instructions.
- 6.2 Payment shall be made within 30 days of receipt of the invoice, receipt and approval of the Goods, including corresponding documentation as referred to in article 5.4. If the goods/services listed on the invoice do not comply with Article 7.7, the term of payment will commence on the first working day after the date Article 7.7 was fully complied with. This term also applies to payment discount indicated by Supplier.
- 6.3 Buyer is entitled to suspend payment if it notices a defect in the Goods.
- 6.4 Buyer is entitled to reduce the amount of the invoice by amounts payable by Buyer to Supplier.
- 6.5 Payment by Buyer shall under no circumstances constitute acceptance of the delivered Goods or acknowledge that they comply with the Agreement and the given warranties.
- 6.6 Buyer may provide specific billing instructions. Supplier is required to follow these instructions. These instructions may differ per Agreement.







MOLENWEG 125 | 1436 BS AALSMEERDERBRUG

P.O. BOX 260 | 1430 AG AALSMEER | THE NETHERLANDS

T. +31 (0)20 3167100 F. +31 (0)20 6534747

WWW.VERHOEF.EU | INFO@VERHOEF.EU
CH. OF COMM. 34072854 | STAT.OFFICE - AALSMEER

Article 7. Delivery

7.1 Partial deliveries are only permitted after explicit written consent of Buyer and shall not lead to additional costs for Buyer.

7.2 The agreed delivery time with regard to (parts of) the performances to be rendered by Supplier is of fundamental importance. If Supplier misses the agreed (partial) deadline, it shall be automatically be in default without further notice.

7.3 As soon as Supplier knows or should know that it will fail to perform the Agreement in the timely or correct manner, it shall inform Buyer in writing within 24 hours stating the reasons. This does not affect the possible consequences of this shortcoming under the Agreement and/or legal provisions.

7.4 In the event that Supplier exceeds a final (partial) execution/delivery time or is unable to meet an agreed date of readiness/delivery and also in the event that it is clear that such a date will not be met, Buyer will have the right to dissolve the Agreement and/or to claim compensation in accordance with article 8.

7.5 Supplier and its contractors and (sub)Suppliers are obliged to do everything possible to make up any incurred delay. Any additional costs of measures to make up delays and the loss sustained by Buyer will be borne by Supplier.

7.6 At the request of Buyer, Supplier will provide progress reports on the status of production and delivery of Goods.

7.7 Supplier shall only be deemed to have completed the delivery once it has made available to Buyer, in accordance with the agreed Incoterm, not only the Goods but also all items, accessories and tools associated with the Goods, as well as all accompanying documentation (such as drawings, quality-, inspection-, warranty- and classification certificates, maintenance manuals, safety sheets, CE statements, instructions books and manuals.

7.8 If Buyer requests Supplier to postpone delivery, Supplier will secure and insure the Goods, in adequate packing and store them in a manner recognizable as destined for Buyer.

7.9 Delivery of the Goods to Buyer's warehouse must be made within the hours on working days specified by Buyer, with due regard to the free days/holiday periods set by Buyer in which Buyer is completely closed. Only after prior written consent of Buyer, deviant delivery dates and times may apply.

# Article 8. Breach and Rescission

8.1 Buyer is entitled, at all times, to terminate and/or rescind all or part of the Agreement prematurely by means of a written notice to Supplier. Supplier will cease performance of the Agreement immediately upon receipt of the written notice. Buyer will pay Supplier all reasonable costs for Goods and Services already delivered, as well as for commitments made by Supplier. In this case, Supplier will hand over to Buyer an overview of the total cost split into internal as well as external costs incurred, including specific substantiation. Supplier shall not be able to claim compensation for any loss of profit or costs of overhead. In case of advanced payment by Buyer, Supplier will at first request repay to Buyer any payments already made.

8.2 In the case of non-timely compliance, Buyer may charge Supplier a penalty of 1% of the total contract value for each commencement of calendar week that Supplier fails to comply with the agreed execution/delivery period, with a maximum of 10% of the total contract value, without prejudice to the right of Buyer to dissolve the Agreement in whole or in part and without prejudice to Buyer's right to compensation for the damage suffered as a result of non-timely compliance.

8.3 In case of failure by Supplier in the execution of its obligations under the Agreement or any other Agreements arising therefrom, as well as in case of bankruptcy, suspension of payment and in case of termination, liquidation or acquisition, split, merger or any comparable condition of Supplier's company, it is automatically in default. In that case, Buyer has the right to suspend the Agreement without notice and without legal intervention unilaterally in whole or in part by giving written notice to Supplier and/or by suspending payment obligations and/or by imposing full or partial execution of the Agreement to third parties, without Buyer being liable for any damages, and Buyer is entitled to full compensation and refund of payments made.

® ¥

® 🐔



MOLENWEG 125 | 1436 BS AALSMEERDERBRUG

P.O. BOX 260 | 1430 AG AALSMEER | THE NETHERLANDS

T. +31 (0)20 3167100 | F. +31 (0)20 6534747

WWW.VERHOEF.EU | INFO@VERHOEF.EU

CH. OF COMM. 34072854 | STAT.OFFICE - AALSMEER

8.4 Supplier is obliged to keep the consequences of any failure to comply with its obligations under the Agreement as limited as possible.

All costs involved are at the expense of Supplier. Supplier is fully liable for all damages suffered by Buyer due to the shortcomings, including any contractual fines Buyer owes to the Customer as direct and/or indirect consequence of Supplier's shortcoming.

8.5 Without prejudice to all other rights, Buyer may immediately terminate the Agreement in full or in part if, by Supplier or any of its subordinates or representatives, any benefit is provided or is offered to any person who is part of Buyer's company or to any of subordinates of representatives. Buyer shall not incur any costs and/or damage in any form whatsoever to Supplier without prejudice to the rights of Buyer at full compensation for damages or costs.

# Article 9. Force majeure

- 9.1 If Supplier is prevented by force majeure from fulfilling its obligations under the Agreement, the provisions of Article 6:75 of the Dutch Civil Code shall apply.
- 9.2 In case of force majeure as referred to in paragraph 1 of this article, Supplier must inform Buyer of the reasons in writing within 24 hours, stating the reasons. In addition, it must make all possible efforts to overcome the impediment and to limit any damage or loss.
- 9.3 In the force majeure situation referred to in paragraph 1 of this article, the obligations of both parties shall be suspended for the duration of this situation, with the exception of that part of the obligations that can still be met.
- 9.4 In such a situation, Buyer shall only be obliged to make payments only for those obligations of the Agreement which have indeed been met.
- 9.5 Once the force majeure situation has ended or as soon as technically possible, a progress report as referred to in Article 7.6 of these Conditions, will be amended by means of a change as specified in Article 3.2 of these Conditions. The agreed price will not be changed.
- 9.6 If the force majeure situation lasts unreasonably long in relation to Buyer's obligation to its Customer, Buyer is entitled to dissolve the Agreement. In that case Supplier will refund all of the payments it has received from Buyer.

#### Article 10. Warranty and Recovery

- 10.1 Supplier is obliged, at first notification of Buyer, to repair all errors, defects or other shortcomings that arise during a warranty period of 18 month from delivery. This warranty must however, run for at least 12 months after the official date of transfer to the Customer and/or End user of the items of which the Goods supplied by Supplier are part of.
- 10.2 If Supplier repairs or redelivers Goods or parts thereof in compliance with its warranty obligations, these Goods or parts will again be subject to a warranty period as defined in article 10.1.
- 10.3 Buyer shall inform Supplier as soon as possible of any shortcomings in Goods delivered by Supplier. Supplier will, immediately on receipt of this notice, rectify the defects or replace the Goods at its own expense.
- 10.4 In urgent cases and also, if after consultation with Supplier, it is reasonable to assume that Supplier can or will not be in good time for repair or replacement, Buyer has the right to carry out the repair or replacement himself or to have it done by third parties at Supplier's expense.
- 10.5 Supplier has the right to inspect the Goods concerned for 60 days after such repair or replacement.
- 10.6 All costs incurred in order to meet Supplier's warranty obligations as referred to in this article, as well as the additional costs incurred by Buyer and/or its Customer and/or its End user as a result of non-compliance with Supplier's warranty obligations, shall be borne by the Supplier.
- 10.7 Return of the replaced Goods or parts by Buyer or its Customer or its End user, shall be done only at the express request of Supplier or at Buyer's own initiative, at the expense and risk of Supplier. Buyer will endeavour that such requests will be met as appropriate.







MOLENWEG 125 | 1436 BS AALSMEERDERBRUG

P.O. BOX 260 | 1430 AG AALSMEER | THE NETHERLANDS

T. +31 (0)20 3167100 | F. +31 (0)20 6534747

WWW.VERHOEF.EU | INFO@VERHOEF.EU

CH. OF COMM. 34072854 | STAT.OFFICE - AALSMEER

10.8 Supplier warrants to perform maintenance and repair work for a period of 10 years after delivery of the Goods and/or to deliver the necessary parts, at reasonable prices.

## Article 11. Intellectual and industrial property rights

- 11.1 Supplier warrants that the use, including resale, of the Goods delivered by him or any means purchased or manufactured by him for Buyer, shall not infringe patent rights, trademarks rights, model rights, copyrights or other rights of third parties.
- 11.2 Supplier shall indemnify Buyer against any claims arising from any infringement of the rights referred to in the preceding paragraph and shall compensate Buyer for any damages or loss resulting from any infringement.
- 11.3 Supplier is entitled to use the information provided by Buyer, but exclusively in connection with the Agreement. The information is and remains the property of Buyer.

#### Article 12. Documentation

- 12.1 Supplier is obliged to make available to Buyer accompanying documentation as mentioned in Article 5.4 of these Conditions prior to or at the same time as the delivery.
- 12.2 Buyer is free in the use of this documentation, including the multiplication thereof for own use.
- 12.3 Supplier must check the Agreement and the accompanying documentation for obvious defects or missing items. Any defects must be reported to Buyer immediately and without delay by Supplier prior to Supplier's execution of the Agreement.

#### Article 13. Liability and insurance

- 13.1 Supplier is fully liable for and indemnifies Buyer against all damages incurred and/ or being incurred by Buyer or by third parties as a result of defects in its products and in Goods delivered by him.
- 13.2 Supplier is fully liable for and indemnifies Buyer of all damages incurred and/ or being incurred by Buyer or by third parties as a result of acts or omissions of himself, of its staff or of those who are involved by him in the execution of the Agreement, as well as due to the use of inadequate resources by himself, its staff or those involved in the execution of the Agreement.
- 13.3 Supplier indemnifies Buyer of third party claims for compensation for damages arising from liability as referred to in the previous two paragraphs.
- 13.4 For the purpose of this article, the staff and employees of Buyer are considered as third parties.
- 13.5 Buyer is entitled to charge Supplier all judicial and extrajudicial costs related to the collection of amounts due by Supplier to Buyer and any interest payable thereon, including the costs of retention, seizure, maintenance, storage and insurance. However, Buyer shall not be obliged to maintain or insure any retained Goods.
- 13.6 Supplier shall take out adequately insurance against the liability referred to in this article, with the exclusion of any recourse against Buyer and its Customers and/or End user. Supplier will provide Buyer at first request a copy of the insurance policy.

#### Article 14. Title of ownership

- 14.1 Title of ownership of the Goods shall transfer from Supplier to Buyer at the time of the actual delivery.
- 14.2 In the event Buyer provides materials such as raw materials, consumables, tools, drawings, specifications and software to Supplier for the purpose of fulfilling its obligations, this all remains property of Buyer.
- Supplier will separate the storage of items belonging to himself or to third parties. Supplier will mark them as property of Buyer.







MOLENWEG 125 | 1436 BS AALSMEERDERBRUG

P.O. BOX 260 | 1430 AG AALSMEER | THE NETHERLANDS

T. +31 (0)20 3167100 | F. +31 (0)20 6534747

WWW.VERHOEF.EU | INFO@VERHOEF.EU

CH. OF COMM. 34072854 | STAT.OFFICE - AALSMEER

14.3 At the moment materials such as raw materials, consumables and software of Buyer are incorporated into Goods of Supplier, a new product is applicable of which the ownership belongs to Buyer. This is without prejudice to Article 14.4.

14.4 The risk of the Goods is transferred to Buyer at the moment the delivery and the approval of the Goods in accordance with Article 16 of these Purchase Conditions have taken place.

#### Article 15. Confidentiality and Prohibition of Disclosure

- 15.1 Supplier guarantees confidentially vis-à-vis third parties in respect of any business information as well as know-how in the broadest sense of the word, originating from Buyer that has come or brought to its knowledge in any way.
- 15.2 Supplier is not permitted to give any kind of publicity to the execution of the Agreement or to maintain direct or indirect contact with Buyer(s) and/or end user(s) of Buyer without prior written consent of Buyer.
- 15.3 This consent may be subject to conditions by Buyer.
- 15.4 Supplier shall not be permitted to reproduce or to allow third parties insight into documents such as drawings, schedules and other business information related to the Agreement aside from what is necessary in connection with the execution of the Agreement and only after Buyer's prior approval in writing.
- 15.5 Supplier will also impose the obligations mentioned in this article on its staff involved in the execution of the Agreement.
- 15.6 In the event of non-compliance with the provisions in this article, Supplier shall owe Buyer an immediate and payable fine of €250.000 for each violation and €10.000 per day the violation continues, without the need of any notice of default or intervention of the court and without prejudice to Buyer's right to recover the suffered damage or loss from Supplier.
- 15.7 Even after termination of the Agreement, Article 15 will remain applicable. This also applies to the sub suppliers involved in the Agreement by Supplier in terms of article 4.2.

#### Article 16. Testing and Inspection

- 16.1 Buyer is at all times entitled to attend testing and inspections. Absence of Buyer at testing or inspections never implies automatic or tacit approval.
- 16.2 Supplier is responsible for carrying out testing and inspections of the relevant inspection authority, including the delivery of the (partial)-certificates required by this authority and certificates to be delivered to Buyer following the testing and inspections carried out by the relevant classification society.
- 16.3 Testing and inspections by the inspectors of Buyer or by persons or authorities designated by Buyer or its Buyer(s) may take place both during production and prior to delivery, during or after delivery. In the event of rejection of the Goods in whole or in part, Buyer shall notify Supplier in writing. 16.4 Supplier grants access to the places where the Goods are produced or stored and provides free of charge its collaboration to the required testing and inspections and provides the necessary documentation and information for its account.
- 16.5 Supplier informs Buyer in time (at least 10 working days in advance) of the time at which testing and inspections will take place. Buyer will then inform Supplier within 5 working days whether or not it will attend the testing and inspections.
- 16.6 The costs of testing and inspections are at the expense of Supplier.
- 16.7 If an inspection as referred to in this Article cannot be performed at the intended time because of Supplier, or if an inspection needs to be repeated, the costs incurred by Buyer will be at charge of Supplier.
- 16.8 In the event of disapproval of the Goods after the risk has passed on to Buyer, the risk of the rejected Goods is for Supplier and the previous risk transition to Buyer is reversed with retroactive effect.







MOLENWEG 125 | 1436 BS AALSMEERDERBRUG

P.O. BOX 260 | 1430 AG AALSMEER | THE NETHERLANDS

T. +31 (0)20 3167100 F. +31 (0)20 6534747

WWW.VERHOEF.EU | INFO@VERHOEF.EU

CH. OF COMM. 34072854 | STAT.OFFICE - AALSMEER

16.9 Buyer's approval or permission granted to Supplier, whatever the circumstance, as well testing and inspections as referred to in these terms and conditions, does not release Supplier from its obligations under the Agreement. Any testing and/or inspections of Goods in accordance with the provisions of this article 16 shall not constitute delivery or acceptance.

## **Article 17. Application Materials for Export**

17.1 If Buyer has indicated the country of final destination, Supplier is obliged, prior to accepting the order, to investigate whether the Goods to be delivered, processed or otherwise, may be exported to Buyer's final destination and shall be responsible for the provision of any export permits required.
17.2 If Supplier finds that the Goods to be delivered, processed or otherwise, may not be exported to the final destination specified by Buyer, Supplier shall immediately inform Buyer in writing.
17.3 In that case Supplier is liable for any damage or loss suffered by Buyer or by third parties by Supplier's inability to meet its obligation to deliver the Goods.

17.4 Supplier indemnifies Buyer of any third party claims for compensation for damages or loss on the basis of liability as referred to in paragraph 3 of this article.

## Article 18. Packaging

18.1 Supplier ensures proper packaging, as well as security and transport of the Goods in order to reach its final destination in good condition and unloading can take place safely.

# Article 19. Health, safety and the environment

- 19.1 Supplier and its employees, as well as third parties engaged by Supplier are required to ensure the legal safety, health and environmental regulations. Also any company regulations and rules regarding safety, health and the environment of Buyer must be complied with. A copy of these rules and regulations is made available to Supplier immediately at its request.
- 19.2 Buyer has the authority to deny Supplier's personnel access to the company site/object and/or to remove them from the site if the rules and regulations referred to in this article are not complied with. In that case Supplier is obliged to replace the immediately.
- 19.3 Supplier is not authorized to store and/or to use hazardous and/or harmful substances on Buyer's premises/property, unless Buyer has given prior written consent. If Buyer grants such consent, Supplier must provide Buyer with the safety data sheet of the substances in question.
- 19.4 Supplier must at all times ensure the disposal of its own waste, including chemical waste and packaging. With the removal of chemical waste Supplier undertakes to issue each time a declaration indicating the toxic properties of the product being removed.
- 19.5 Supplier is liable for and indemnifies Buyer of all damage or loss suffered by Buyer or by third parties, caused by storage, use, distribution, processing and/or inaccurate packaging of hazardous and/or harmful substances.
- 19.6 It is the responsibility of Supplier to investigate whether delivered Goods must be provided with a corresponding safety data sheet. If the Goods to be delivered must be provided with a safety sheet, Supplier is required to send the most recent version of the relevant safety data sheet upon confirmation of the order. In addition, the relevant safety data sheet must also be physically present on the delivered Goods at the time of delivery and will be considered as part of the delivery (see also article 7.7).
- 19.7 As soon as Supplier issues an update of an applicable safety data sheet, Supplier is obliged to provide a copy to Buyer without delay.
- 19.8 Even after termination of the Agreement, Article 19.7 remains in force for a period of 10 years. 19.9 Goods which are subject to CE marking must not only be marked with a CE marking but a CE declaration must also be provided to Buyer at all times, as a fixed part of the delivery.







MOLENWEG 125 | 1436 BS AALSMEERDERBRUG

P.O. BOX 260 | 1430 AG AALSMEER | THE NETHERLANDS

T. +31 (0)20 3167100 F. +31 (0)20 6534747

WWW.VERHOEF.EU | INFO@VERHOEF.EU

CH. OF COMM. 34072854 | STAT.OFFICE - AALSMEER

19.10 All costs (both directly as indirectly) arising from non-compliance with Article 19.6 to 19.9 are borne by Supplier.

## Article 20. Disputes and applicable law

20.1 Disputes between parties, including those considered by only one of the parties as such, will be resolved as much as possible by means of good consultation.

20.2 If parties fail to resolve the dispute, the dispute will be settled by the competent court in the North Holland district, in which Buyer's business is located.

20.3 The Agreement, which is covered by these Purchase Conditions, is governed solely by Dutch law. Foreign legislation and treaties such as the Vienna Convention are excluded.

#### Article 21. Staff

- 21.1 Any personnel engaged by Supplier in the execution of the Agreement will comply with the requirements imposed by Buyer and, in the absence thereof, meet the general requirements of professional competence, skills and expertise.
- 21.2 If Buyer is of the opinion that personnel is insufficiently qualified, Buyer shall be entitled at all times to order removal of the such personnel and Supplier is obliged to provide immediate replacement without additional costs to Buyer, with due regard for paragraph 1 of this article.
- 21.3 Supplier shall not be authorised, without prior written consent of Buyer, to make use of the (temporary) workers provided by Buyer.
- 21.4 If the Agreement relates to the execution of work or the provision of Services, Supplier shall provide Buyer with a written statement, prior to commencing the activities, of the personnel who shall be engaged by the Supplier, specifying their name, address, date of birth and citizen service number together with a copy of a valid ID, as well as all legal documents, and all other information requested by Buyer in relation to this personnel. Changes to this information shall also be communicated to Buyer immediately.
- 21.5 Third parties involved by Supplier for the execution of the Agreement are considered part of Supplier's personnel and therefore these conditions apply to them too.

#### Article 22. Work on the company premises/object

- 22.1 Object is understood to mean all Goods produced by and/or on behalf of Buyer, which are not on its company premises.
- 22.2 Prior to commencement of the Agreement, Supplier must make sure it is aware of the circumstances on the company premises/object where the work is to be carried out and which may have an impact on the performance of the Agreement.
- 22.3 Any costs of delay in the execution of the Agreement or other costs caused by circumstances as referred to above, are at Supplier's expense and risk.
- 22.4 Supplier and any sub suppliers are obliged, at all times:
- a) to perform the work they are executing well and properly and in accordance with the provisions of the Agreement;
- b) Only to follow the orders and instructions given by Buyer;
- c) To have their agents in principle available on the company site/object during working hours, whereby their absence, replacement and accessibility are settled in consultation with Buyer;
- d) To have and, at the first request of Buyer, show documents that are required of them by law.
- e) To submit to Buyer a weekly record of the man hours and name of all staff employed by Supplier from week to week;
- f) To comply strictly with all its obligations towards the staff employed by Supplier;







MOLENWEG 125 | 1436 BS AALSMEERDERBRUG

P.O. BOX 260 | 1430 AG AALSMEER | THE NETHERLANDS

T. +31 (0)20 3167100 | F. +31 (0)20 6534747

WWW.VERHOEF.EU | INFO@VERHOEF.EU

CH. OF COMM. 34072854 | STAT.OFFICE - AALSMEER

g) to provide Buyer, at Buyer's first request, with a copy of a recent declaration concerning its payment performance from the Dutch Tax Administration, as referred to within the framework of the Dutch Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act;

- h) To operate solely in a manner that complies with the provisions of the Artificial Constructions Law (WAS) and the applicable additions thereto. Supplier's sub suppliers must also comply with the terms of the WAS. Supplier indemnifies Buyer of any claims that the DutchTax Administration will impose on the Goods delivered to Buyer under the WAS.
- i) To ensure that all obligations imposed on workers in the context of the Foreign Employment Act are timely and correctly complied with. Supplier indemnifies Buyer for the possible consequences of any administrative fine in the event of a failure to comply with the obligations imposed.
- j) To refrain from submitting any quotations or offers to Buyer and/or Buyer's End user for extensions or changes to Buyer's work;
- k) The provisions of paragraph h of this article also apply to the delivery of Goods for replacement on the object (so-called spare parts delivery);
- I) To indemnify Buyer against any claims, for any reason whatsoever, by the personnel they have engaged, except in the event of intent or gross negligence on the part of Buyer's representatives and/or executives appointed with Buyer and to take out appropriate insurance against such liability. 22.5 Supplier shall ensure that the staff employed by him on Buyer's company premises/object wears industrial clothing, with the company name clearly visible, as well as personal protective equipment. 22.6 Supplier shall ensure that its presence and the presence of its personnel on Buyer's company premises/object does not impede the undisturbed progress of Buyer and third party's activities. Supplier and its staff are obliged to comply with the instructions given by the company's management and supervisory staff of Buyer.
- 22.7 Execution of the agreed work must be done within Buyer's normal working hours.
- 22.8 The execution of the work outside of the normal working hours of Buyer shall be permitted only after prior written consent of Buyer.
- 22.9 Storage of material on the company premises/object is at the expense and risk of Supplier and only after the prior written consent of Buyer. Supplier may not store any material on Buyer's company premises/object other than, in the opinion of Buyer, is necessary for the execution of the Agreement.

Signed at the Chamber of Commerce in Amsterdam and to download directly from www.verhoef.eu

The Dutch version of these General Purchase Conditions is guiding and decisive in the interpretation of the text. Version 1.0 dated February 2, 2017



