



GENERAL PURCHASE TERMS AND CONDITIONS of Byldis B.V. and its affiliated companies, with registered office in Eindhoven, having its principal place of business in (5504 RP), Veldhoven, the Netherlands, at Locht 126, registered with the Chamber of Commerce under number 53977165. These conditions can also be consulted via www.byldis.com.

I. GENERAL CHAPTER: GENERAL PROVISIONS

version January 1st 2019

Article 1 | Definitions

1. In these GPTC and all related documents, the terms with a capital letter have the following meaning. Concepts in the singular also include the plural and vice versa, where the text so requires.

"Agreement": the agreement concluded in writing between Client and Contractor for the execution of the Performance to which these GPTC apply, including all accompanying appendices.

"Client": Byldis B.V. and/or one or more of its subsidiaries as referred to in Section 2:24a of the Dutch Civil Code and its group companies as referred to in Section 2:24b of the Dutch Civil Code.

"Contractor": the natural or legal person with whom Client negotiates about the conclusion of an Agreement and/or has concluded an Agreement.

"GPTC": the underlying General Purchase Terms and Conditions of Client.

"Main Construction Contract": the contract between Client and Principal, of which the Performance is a part.

"Party" or **"Parties"**: Client or Contractor individually or Client and Contractor together.

"Performance": the performance to be executed by Contractor on the basis of the Agreement.

"Principal": the principal according to the Main Construction Contract.

"Subcontractor": a natural or legal person (directly or indirectly) engaged by Contractor to execute (a part of) the Performance.

"Work": the work to be delivered by Client to Principal pursuant to the Main Construction Contract.

"Worker": any person who is or has been put to work by Contractor, Client or Principal, including employees of Contractor or Subcontractors, external workers hired by Contractor, independent contractors hired by Contractor or other third parties.

Article 2 | Applicability of the GPTC

1. These GPTC apply to all applications, quotations, offers, orders, purchase orders, order confirmations, Agreements and other legal acts relating to the Performance to be executed by Contractor.

2. Unless agreed otherwise, the applicability of Contractor's general terms and conditions to the Agreement is precluded.

3. Written communication may also take place electronically.

4. The invalidity of one of the provisions of the Agreement and/or these GPTC does not affect the validity of any other provisions of the Agreement or these GPTC.

5. If the contents of the Agreement deviate from the contents of these GPTC, the contents of the Agreement shall prevail.

6. If the Agreement refers to 'Incoterms', this shall mean the most recent version of the Incoterms, published by the International Chamber of Commerce, Paris, France.

7. This GPTC consists of several parts: the GENERAL CHAPTER and the chapters of the SPECIAL CHAPTER's. The provisions of the GENERAL CHAPTER always apply to the Agreement. The provisions of one or more of the chapters of the SPECIAL CHAPTER's are applicable depending on the type of Performance. It is clear from the Agreement which chapters of the SPECIAL CHAPTER's apply. In the event of an incompatibility between the provisions of the GENERAL CHAPTER and a chapter of the SPECIAL CHAPTER's, the provisions of a chapter of the SPECIAL CHAPTER's shall prevail. In the event of incompatibility between any of the provisions of the SPECIAL CHAPTER's, the most binding provision for Contractor shall prevail.

8. These GPTC are a translation of the Dutch 'Algemene Inkoopvoorwaarden (AIV) versie 1 januari 2019. Where conflicts occur between this translation and the Dutch text, the latter shall prevail.

Article 3 | Offers and Quotations

1. All requests for quotations and offers for the execution of a Performance are non-binding.

2. All costs involved in drawing up an offer shall be borne by Contractor.

Article 4 | Conclusion and Content of the Agreement

1. An Agreement is concluded:

a. by Contractor's signing of the unamended draft Agreement that was sent by Client to Contractor; or

b. if Contractor fails to return the draft Agreement within fourteen (14)

days after the date it was sent and fails to submit a written objection against the contents of the draft Agreement; or

c. if the Contractor has started with the execution of the Agreement. In such case, Contractor is deemed to have accepted the draft Agreement on the terms and conditions stated in the draft Agreement and subject to the applicability of these GPTC. If the foregoing applies, Contractor is obliged to return a signed copy of the draft Agreement as soon as possible, failing which Client will be entitled to suspend any payment obligation under the Agreement until the signed Agreement is in its possession.

2. If a Main Construction Contract is applicable, the Agreement will be concluded subject to the suspensive condition of the conclusion of the Main Construction Contract, as well as the approval of Contractor by Principal and/or project management.

Article 5 | Warning obligation

1. If Contractor discovers obvious ambiguities or defects in parts of the Agreement or other information received from or on behalf of Client, he is obliged to inform Client immediately and to ask for clarification before commencing the execution of the Performance, failing which Contractor will be liable for all harmful consequences resulting thereof.

Article 6 | Performance Requirements and Additional Obligations

1. Contractor shall carry out the Performance in accordance with the Agreement. The Performance shall have the qualities and characteristics required for the designated purpose of the Performance.

2. All deliveries and work not included verbatim in the Agreement, but which are necessary for the proper functioning of the Performance, shall be deemed to be included in the Agreement. These do not entitle to any additional payment.

3. Unless otherwise agreed and if applicable, Contractor shall obtain the required (connection) permits and tests for the Performance at its own expense.

Article 7 | Prices

1. Unless otherwise agreed in writing, all prices and storage percentages are fixed and, if applicable, exclusive of VAT.

Article 8 | Invoicing

1. In principle, invoices are sent and processed electronically via the following e-mail addresses:

a. Byldis prefab: invoices.prefab@byldis.com.

b. Byldis facades: invoices.prefab@byldis.com.

2. The invoice must comply with the requirements of the Turnover Tax Act 1968. Where applicable, Contractor must in any event state the following information on the invoice:

a. the full name and address of the Parties;

b. the bank account number of Contractor;

c. the purchase order and contract number;

d. Contractor's VAT identification number;

e. an indication of whether or not the VAT transfer scheme is applicable and, if so, the rate and VAT amount;

f. the nature and scope of the Performance executed;

g. the date on which the Performance was executed or completed;

h. if Client is jointly and severally liable for Contractor's payroll taxes pursuant to the Dutch Collection of State Taxes Act 1990: Contractor's payroll tax number, Contractor's 'G account' number; and, the gross wage component included in the invoiced amount.

3. Contractor is not entitled to increase the invoice by a so-called credit restriction surcharge.

Article 9 | Payment, Final Settlement and Statutory Interest

1. Payments shall be made in accordance with the payment schedule as set out in the Agreement, or in the absence thereof, after the last delivery or execution of the Performance.

2. Unless otherwise agreed, the terms of payment is sixty (60) days after receipt of the invoice by Client.

3. Client shall only pay:

a. after receipt by Client of the Agreement signed and unchanged by Contractor;

b. if the Performance or the part thereof to which a instalment/payment refers has been (or has been) supplied/delivered by Contractor to the satisfaction of Client; and

c. upon receipt by Client of an invoice in accordance with **Article 8**; and

d. upon receipt of the written documents referred to in **Article 20**.

4. If Client wrongfully fails to pay the amount due under the Agreement in time, without such delay being the result of a circumstance attributable to Contractor, Contractor shall be entitled to late-payment interest of two (2) percent per year under Section 6:119 of the Dutch Civil Code until the day on which Client makes payment.

5. Payment by Client for the Performance (or part thereof) does not release



Contractor from any guarantee and/or liability arising from the Agreement or the law.

6. Payment by Client in no way implies a waiver of rights.

Article 10 I Suspension, Settlement and Right of Retention

1. If Contractor fails to meet its obligations and/or in the event of a rejection of the Performance as referred to in **Article 23**, Client will be entitled to suspend its payment obligations towards Contractor until Contractor has met its obligations.
2. Client will at all times be entitled to set off the amounts that it will owe or owes to Contractor at any time, on any account whatsoever, against amounts that Client and/or another company belonging to Client will owe or owes to Contractor at any time.
3. In the event of Contractor's (imminent) insolvency, Client will be entitled to settle any claims of Subcontractors relating to the Agreement directly with those Subcontractors. In that case, the claim of the Contractor shall be decreased by an equal amount.
4. In the event of administrative receivership and/or insolvency of the Contractor, Client shall be entitled to suspend its payment obligations until Client has received a waiver from the Dutch Tax Authorities evidencing that Client will not be held liable on the grounds of Section 34 and/or 35 of the Dutch Collection State Taxes Act 1990 for Contractor's and/or its Subcontractors' wrongful non-payment of the Payroll Taxes and VAT referred to in the aforementioned law sections. The trustee (in bankruptcy) or administrative receiver is obliged to obtain the aforementioned waiver.
5. Contractor waives its right of suspension and/or retention and/or right of settlement.

Article 11 I Integrity, Sustainability, Safety and Environment

1. Contractor is obliged to observe the standards as laid down in Client's code of conduct in the performance of the Agreement. This code of conduct can be requested from Client or consulted via www.byldis.com.
2. In performing the Agreement, Contractor is obliged to pursue the values of corporate social responsibility as laid down in Client's CSR-policy. This policy can be requested from Client or consulted via www.byldis.com.
3. While carrying out of the Performance, Contractor must inform itself of, and act in accordance with, the applicable "local" construction site regulations.
4. If applicable, Contractor must, in the context of carrying out the Performance, inform itself of, and act in accordance with, Client's safety regulations.
5. If applicable, Contractor shall be obliged to take such measures that no soil pollution and/or environmental damage will occur carrying out the Performance. However, should soil contamination and/or environmental damage nevertheless occur as a result of unforeseeable calamities, Contractor undertakes to take appropriate measures immediately and to report this contamination to Client, as well as to restore the original situation at its expense.

Article 12 I Industrial and intellectual property rights, Knowledge and Publications

1. All data, drawings, models, images, calculations, working methods and appendices to the Agreement (whether or not of an electronic nature) that Client has provided to Contractor, or that Contractor has created or has had created for the Agreement, or that Contractor has developed, in cooperation with or on the instructions of Client, will remain or become the property of Client. The matters as referred to above must be returned or sent to Client at Client's first request, at the expense of Contractor. Contractor is not permitted to use the matters referred to above in any other way than for the purpose of and as provided for in the Agreement. The use of the aforementioned matters is entirely at the risk of Contractor.
2. The knowledge acquired by Contractor in the performance of the Agreement is exclusively at Client's disposal and will not be disclosed by Contractor to third parties or used for the benefit of himself and/or third parties without Client's prior written consent.
3. Contractor indemnifies Client against claims due to infringement of rights from industrial and/or intellectual property rights of third parties in respect of the Performance and shall compensate Client for all damage which Client suffers and/or may suffer as a result of actions against Client by entitled parties in respect of rights from industrial and/or intellectual property.
4. Contractor is not permitted to communicate publicly (such as brochures, advertisements or otherwise in (social) media or letters) about its involvement in the Performance without Client's prior written consent.
5. Contractor is not permitted to use Client's name and/or logo for commercial purposes without Client's prior written consent.

Article 13 I Duty of confidentiality and Contact with Principal

1. Contractor is obliged to maintain the confidentiality vis-à-vis third parties of all data, business information and knowledge obtained from Client in

the context of the Agreement of which Contractor is aware, or could or should have understood the confidentiality. Contractor shall require the Workers involved in the performance of the Agreement to observe the same confidentiality in writing. This obligation of confidentiality shall continue even after termination of the Agreement.

2. If applicable, Contractor shall not be permitted to have direct contact with Principal regarding the performance of the Agreement, the Performance or the Work, unless otherwise agreed.

Article 14 I Security, assignment and pledge

1. Client is at all times entitled to request financial security at the expense of Contractor in order to ensure compliance with the obligations under the Agreement, in which case Contractor is obliged to provide security. If Contractor fails to provide security, or provides insufficient security, Client shall be entitled to dissolve the Agreement in whole or in part without judicial intervention or to consider the Agreement dissolved and to entrust the part of the Performance still to be performed to third parties. In that case, Contractor will be liable for all damage.
2. Without Client's prior written consent, Contractor may not assign the claims arising from the Agreement to any third party or parties (as referred to in Section 3:83(2) of the Dutch Civil Code), pledge them (as referred to in Section 3:83(2) in conjunction with Section 3:98 of the Dutch Civil Code) or transfer them (or cause them to be transferred) under any title whatsoever, or establish any restricted right (or cause them to be established) thereon. This provision is a clause within the meaning of Section 6:83(2) of the Dutch Civil Code and shall have a property-law effect.

Article 15 I Subcontracting and hiring of Workers

1. Without Client's prior written consent, Contractor is not permitted to transfer or outsource the performance of the Agreement in whole or in part to a third party or to make use of (hired) Workers provided by third parties. In the case of hiring of Workers as referred to above, Contractor is obliged to strictly observe the conditions as set out in **Article 19** in order to be indemnified against any liability claims in the context of the hirer's liability as referred to in Article 34 of the Dutch Collection of State Taxes Act 1990. In this context, the indemnity obligation referred to in **Article 19** shall apply.
2. With due observance of the other provisions of this **Article 15**, the consent referred to in **Article 15.1** shall only be granted in case of a third party who is at least in possession of a valid SNA certification (public register of the Foundation for Labour Standards) mark or who demonstrably complies in writing with NEN-4400- 1 and/or NEN-4400- 2 and is correctly registered in the Dutch Trade Register in accordance with the applicable legislation and regulations.

Article 16 I Non-compete and Non-employment

1. If applicable, Contractor shall not be permitted to, either directly or indirectly through a group company or subsidiary or construction combination of any nature whatsoever or through the intervention of third parties, make quotations and/or offers to Principal that is directly or indirectly related to the performance of the Agreement, the Performance and/or the relevant Work.
2. Without prior written permission, Contractor will refrain entirely from recruiting staff from Client.

Article 17 Guarantees

1. Contractor must provide the guarantees to Client as set out in the Agreement.
2. If the Agreement does not contain any guarantees, Contractor must provide Client with all guarantees that Client must provide to Client pursuant to the Main Construction Contract, insofar as these guarantees relate to the Performance.
3. Contractor must repair the defects occurring during a guarantee period at its own expense and risk, at Client's first request and in consultation with Client ultimately within fourteen (14) days, unless Contractor demonstrates that the defects are not at its expense and/or risk. All costs related to the repair or replacement of the defect, as well as the further costs resulting from the defect (consequential loss) shall be borne by Contractor.
4. Client may have a defect repaired at the expense of Contractor if Contractor does not repair the defect, does not repair it on time or does not repair it properly after written notice of default. If the repair cannot be delayed, a prior written notice of default is not required.
5. The provisions of this **Article 17** do not affect Contractor's liability under the Agreement and the law.
6. Guarantees provided by third parties engaged by Contractor in relation to the Performance are deemed to have been provided by Contractor. With regard to these guarantees, Contractor undertakes to ensure that the rights and claims arising from the aforementioned guarantees are fulfilled at first request.



Article 18 I Liability of (Sub)contractors: Obligations in the context of Outsourcing and Hiring in respect of Workers and Indemnification

1. With regard to Workers Contractor is obliged to:
- to comply with the Dutch Foreign Nationals Employment Act, the Terms of Employment Posted Workers in the EU Act, the Aliens Employment Act, the Placement of Personnel by Intermediaries Act, the Dutch Labour Market Fraud Act, the Compulsory Identification Act and the Dutch Employment Relationship Assessment Deregulation Act;
 - record the agreements with Workers in writing;
 - provide Client and/or competent authorities, upon request, access to the agreements with Workers and cooperate with checks, audits or salary validations;
 - pass the obligations referred to in this **Article 18** to its Subcontractors and to compel its Subcontractors to include these provisions in all agreements with their Subcontractors;
 - be in the possession of: a valid proof of registration with the Dutch Tax Authorities, a recent extract from the Dutch trade register of the Chamber of Commerce, and, if Section 34 (subcontractor liability) or 35 (subcontractor liability for wages & salaries tax and social security contributions) of the Dutch Collection of State Taxes Act 1990 is applicable, the original escrow account agreement. Contractor must provide Client with copies of these documents before commencement of the work in accordance with the Agreement;
 - before commencement of the work in accordance with the Agreement, and, in case of changes of data during the term of the Agreement, prior to the change concerned, if and insofar as legally required and permitted, to provide the data referred to in the Subcontractor Liability for Wages & Salaries Tax and Social Security Contributions Implementation Regulations 2004, including (but not limited to) the names and the Dutch tax and social security numbers, copies of valid ID cards, employment permits, residence permits, A1 Statements and professional competence certificates of all Workers made available by the Contractor to Client or Principal (if applicable) based on a template document to be provided by Client;
 - before commencement of the work in accordance with the Agreement, state which collective labor agreement is applicable and, at Client's request, provide the wage statements for inspection, as well as comply with the relevant applicable collective labor agreement;
 - strictly fulfil all its obligations towards the Workers;
 - at the request of Client and at least once every quarter on its own initiative, submit to Client an original statement of its payment behaviour issued by the Dutch Tax Authorities, as referred to in the legislation and guidelines laid down within the scope of the subcontractor liability and subcontractor liability for wages & salaries tax and social security contributions;
 - keep salary records in accordance with the applicable Dutch Salary Tax Act 1964, the Collection of State Act 1990, the Dutch Health Care Insurance Act and the Dutch Social Security Financing Act;
 - if a Worker qualifies as self-employed without personnel (independent contractor), to conclude an agreement with this Worker in accordance with a model agreement approved by the Dutch Tax Authorities and to provide a copy of the signed agreement to Client on request. Contractor is responsible for ensuring that such Worker carries out its work in accordance with such agreement;
 - submit to Client before the commencement of its work, any certification or certificate relevant to the Performance, such as a SNA certification or NEN 4001-01 or VCA certificate.

Article 19 I Liability of (Sub)contractors: Premiums due

- Client shall be entitled to pay Contractor or its Subcontractor(s) for social security contributions and wage tax payable in relation to the Performance, for which it is jointly and severally liable pursuant to the Dutch Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act, by depositing these contributions into the 'G account' made available for this purpose within the meaning of the Dutch Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act. By payment as referred to above, Client is discharged towards the Contractor insofar as these amounts are concerned. In that case, Client shall have recourse in the amount of what has been paid by Client in this respect, plus the statutory interest from the time of payment, such with the right to set off.
- If Client has legitimate reasons to fear that Contractor or its Subcontractor(s) cannot meet its statutory payment obligations, Client will be entitled to suspend its payment obligations under the Agreement until it has been determined whether and for what amount the Dutch Tax Authorities will hold Client liable.
- Notwithstanding the provisions of **Article 19.1**, if, after being held liable, Client pays taxes and/or premiums not paid by Contractor or its Subcontractor(s), Client will have recourse against Contractor for the

entire amount involved plus statutory rate interest from the time of payment by Client, with a right to set-off the amount.

Article 20 I Certificates, Warranty Certificates etc.

- Where applicable, Contractor must provide Client with certificates, attestations, material statements, delivery file, guarantee certificates and/or instruction books, revision books and/or maintenance documents immediately upon delivery of the Performance, but no later than upon submission of the last instalment invoice, failing which Client shall be entitled to suspend its payment obligation in accordance with **Article 9.3.d**.

Article 21 I Insurance

- Contractor is obliged to take out adequate insurance(s) to cover its liability, failing which Client will be entitled to dissolve the Agreement, without prejudice to Client's other rights. Contractor's liability insurance does not affect Contractor's liability under the Agreement and the law.
- Unless otherwise agreed in writing, Contractor shall issue proof of insurance prior to commencement of his work under the Agreement, as well as proof that the payable insurance premium has been paid.
- Unless otherwise agreed in writing, the policies of the insurance company(ies) as referred to in this **Article 21** must meet at least the following requirements:
 - Client and Principal (if applicable) must be mentioned as co-insured on the polic(y)(ies);
 - the insurance(s) must provide primary coverage. If a loss can be recovered under both the policy of Contractor and an insurance policy of Client or Principal (if applicable), the insurance policy of Contractor shall always take precedence; and
 - the policy conditions does not contain any (form of) recourse against Client or Principal (if applicable).
- If Contractor is covered by an insurance taken out by Client or Principal (if applicable), Contractor shall be bound by the policy obligations as laid down in the respective insurance policies. In the event that Contractor fails to comply with the policy obligations, Client shall be entitled to comply with these obligations in the name and at the expense of Contractor.
- If Contractor should fail to fulfil the obligations under this **Article 21**, Client will be entitled to take out insurance at the expense of Contractor and to set off the costs involved against Contractor.
- The deductible of any insurance is entirely at the expense of Contractor insofar as the damage is at the expense or risk of Contractor.
- In the event of damage, Contractor must notify Client immediately. Thereafter, the damage will be determined in consultation with Client and Contractor will be obliged to report the damage to its insurer. Contractor will provide Client with a copy of the notice of damage. Subsequently, Contractor will keep Client informed of the further progress.
- All uncovered damage shall remain at the expense of the Party at whose risk it is based on the Agreement (including these GPTC) or the law.

Article 22 I Liability and Indemnification

- Contractor is liable for all damage suffered by Client due to a failure by Contractor to perform its obligations under the Agreement and for any damage inflicted on property of Client caused by Contractor. Client's records will serve as full evidence of Client's damage suffered, unless Contractor provides evidence to the contrary.
- Contractor shall be liable for any administrative fines and/or penalties imposed on Client, Principal and/or third parties as a result of Contractor's acts or omissions.
- Client has the right to repair (or outsource the repair) any defects caused by a failure by Contractor to meet its obligations under the Agreement at the expense and risk of Contractor, if Contractor has not remedied the defects after a notice of default to that effect.
- Contractor shall indemnify and holds Client indemnified against:
 - third party claims for compensation of damage suffered in connection with a failure by Contractor to meet its obligations under the Agreement, a wrongful act on the part of Contractor or the failure of Contractor to comply with laws and regulations;
 - claims by Workers;
 - fines and/or penalties imposed on Client and/or Principal (if applicable) and/or third parties in connection with Contractor's failure to comply with laws and regulations;
 - damage inflicted on property of third parties caused by Contractor;
 - all costs incurred by Client, its lawyers, etc. in connection with the claims as referred to in **Article 22.4.a to 22.4.d**.
- In the event of Contractor's bankruptcy, Client shall be entitled to charge Contractor or its legal successor ten (10) percent of the price of the Agreement and to set it off against Contractor's claims, as compensation for the fact that Client will be unable to exercise its contractual and/or legal (guarantee) rights in connection with (hidden) defects to the Performance, as a result of Contractor's bankruptcy. In addition, Client



shall be entitled to charge the actual damage and to set it off against the claims of Contractor.

Article 23 I Quality, Inspection and Approval

1. Contractor ensures that the Performance will be in accordance with the agreed quality standards. At Client's request, Contractor will provide the evidence supporting this.
2. Without prejudice to Contractor's obligation to carry out the necessary inspections and tests itself, Client and, if applicable, Principal, shall at all times be entitled to inspect or to have inspected (a part of) the Performance. In that case, Contractor will cooperate and provide the facilities as may reasonably be required for that purpose.
3. Each Party shall bear its own costs for inspections and tests. However, the costs of the involvement of third parties in inspections and tests shall be borne by Client if it turns out that the Performance is in conformity with the Agreement. If the Performance is not in conformity with the Agreement, the costs shall be borne by Contractor.
4. If Client rejects (a part of) the Performance during an inspection or test, Contractor will, at Client's request, immediately repair or replace (the rejected part of) the Performance at its own risk and expense.
5. If Contractor fails to replace or repair the rejected (part of the) Performance, Client will be entitled to replace or repair the rejected (part of the) Performance or have it replaced or repaired, at the risk and expense of Contractor.
6. Inspection or approval does not release Contractor from any guarantee or liability under the Agreement or the law.

Article 24 I Change of Work

1. Client may at all times instruct Contractor to perform additional work, less work or perform the Performance differently (the "**Change of Work**").
2. Changes of Work may only be carried out after approval by and after a written order from Client. Client will only be obliged to pay any Change of Work ordered by Client in writing. Unless otherwise agreed upon in writing, the (financial) settlement of a Change of Work shall be determined in mutual consultation.
3. If Contractor is of the opinion that a circumstance arises in respect of the Performance that could give rise to a Change of Work, Contractor will immediately, before continuing the relevant part of the Performance, request Client to instruct a Change of Work in accordance with this **Article 24**.

Article 25 I Termination of the Agreement

1. Unless otherwise agreed in writing, every deadline agreed between Client and Contractor for the fulfilment of Contractor's obligations is a strict deadline. Contractor will be in breach due the mere expiry of a deadline stipulated in the Agreement.
2. Contractor will be in breach by operation of law in the following cases and Client will be entitled, without any notice of default or judicial intervention being required, to dissolve, suspend or terminate the Agreement in whole or in part, notwithstanding Client's right to compensation and its statutory rights:
 - a. if the Main Construction Contract is terminated;
 - b. if Contractor fully or partially transfers its business or the control of its business, fully or partially closes down his business or there is otherwise a cessation of business operations;
 - c. in the event of (a request for): (i) bankruptcy, (ii) (provisional) suspension of payments of debts, (iii) (partial) liquidation or (iv) placement under guardianship of Contractor or of the (legal) person who has guaranteed the obligations of Contractor or provided security;
 - d. if the assets of Contractor are placed under administration;
 - e. if Contractor infringes any statutory rule with regard to the Performance, or if a fine or another punitive measure is imposed on Contractor;
 - f. if pre-judgement attachment or attachment in execution is levied on Contractor's assets or part of its assets;
 - g. if Contractor dies (in the case of a sole proprietorship).
3. Without prejudice to the provisions of **Article 25.2**, Client will be entitled to declare the Agreement, in whole or in part, as dissolved or terminated without judicial intervention, irrespective of its further right to compensation, if Contractor fails to fulfil its obligations with regard to the Agreement after a notice of default.
4. In case of (partial) annulment or termination, Client will be entitled, notwithstanding its right to compensation and costs, and at its sole discretion to:
 - a. at Contractor's expense, return the goods already delivered/demolish the work already performed and reclaim payments already made for these goods/work;
 - b. complete the Performance itself or arrange for it to be completed by third parties, using the goods that have already been delivered by Contractor and the materials, equipment, etc. used by Contractor, whether or not for the agreed fee, minus penalty and/or damage. In

- case of closed storage, Client is entitled to gain access to the storage.
5. Any claims which Client may have or acquire against Contractor as a result of the annulment or termination of the Agreement, including any claim for the compensation of damage and costs, are immediately due and payable in full.
6. Contractor is obliged to notify Client immediately in writing of (a petition for) bankruptcy and (an impending) attachment.

Article 26 I Resources

1. Contractor must take care of all resources required for the Performance itself, unless otherwise agreed in writing. Devices must be of sound quality, suitable for the intended purpose and must comply with the applicable legal requirements and regulations.

Article 27 I Data and Privacy

1. If and insofar as Client and Contractor share personal data with each other during the execution of the Agreement, they shall reasonably meet the requirements arising from the applicable privacy legislation. Upon each request, Contractor shall immediately notify Client in writing of the manner in which Contractor meets the applicable privacy legislation.
2. Contractor is obliged to take technical and organizational measures to protect personal data received by Contractor from Client.
3. Contractor guarantees that all data it makes available to Client has been lawfully obtained and made available to Client and that the data and the processing thereof does not infringe any third party rights.
4. Contractor is obliged to ensure that the personal data made available to Client is kept up-to-date within the scope of execution of the Agreement and in accordance with applicable privacy legislation.
5. Contractor is obliged to immediately report to Client any data leaks involving personal data for which Client is responsible within the meaning of the privacy legislation.

Article 28 I Settlement of disputes and Applicable law

1. The Agreement is exclusively governed by Dutch law, with the exclusion of the Vienna Sales Convention.
2. All disputes - including those which are only considered as such by one of the Parties - which may arise between Client and Contractor in connection with or as a result of the Agreement or agreements which are a result thereof and which cannot be resolved by mutual consultation, shall be settled by a court in the district in which Client has its registered office.
3. Unless the court has decided otherwise in a particular case, Contractor is obliged to continue his obligations under the Agreement, pending the conclusion of a decision in the dispute.