

General Purchase Conditions of VDL Steelweld B.V. version dated 08/02/2021

Article 1 - General

- 1.1 These General Purchase Conditions (hereinafter referred to as "GPC") apply to all information requests, requests for offer, offers and agreements under which VDL Steelweld B.V., having its registered office in (4825 BJ) Breda, at Terheijdensweg 169, or one of its subsidiaries (hereinafter "VDL"), obtains goods or services from another party (hereinafter referred to as "the other party") or otherwise makes an order to the other party.
- 1.2 The annulment or nullity of any provision of these GPC shall not affect the validity of the remaining provisions.
- 1.3 In the event of conflict or nullity of any provision in a purchase order, the agreement or the GPC, the purchase order shall prevail over the agreement and the agreement shall prevail over the GPC.
- 1.4 In the event that VDL amends its GPC, it shall be entitled to declare them applicable to the current agreement(s) with the other party, any agreements ensuing from them, and the execution of those agreements. If the other party's reasonable interests are harmed in respect of one or more provisions of the amended GPC, it shall be entitled to protest against the applicability of the amendments in question within fourteen days of receiving the amended GPC. The amendments in question shall then either not apply or be amended in consultation. The other amendments shall continue to apply in full. If the other party has not exercised its above-mentioned authority (in time), the amended GPC shall be deemed to have been accepted in full by the other party.
- 1.5 Any deviations from these conditions, applied or tolerated by VDL at any time, for the benefit of the other party, shall never give the latter the right in the future to rely on or demand the application of such deviation as an established right.
- 1.6 In the event that these GPC were drawn up in multiple languages, the Dutch version of these GPC shall prevail in the event of any conflict.

Article 2 - Conclusion of the agreement

- 2.1 The agreement and any amendments and additions thereto, shall only be binding on VDL if they have been approved in writing by VDL's authorized representative, whether or not through a (partial) purchase order. This also includes additional work and price changes.
- 2.2 The request of VDL to the other party to submit information or a quotation, an offer, or an estimate may at all times be revoked and is not binding. A quotation, an estimate or another offer submitted by the other party, whether or not within the scope of a tender, shall be made at the expense of the offering party and shall be regarded as an irrevocable offer with a validity of at least three months.
- 2.3 After acceptance of the offer by VDL by means of a purchase order, it must be confirmed by the other party within 24 hours. The order confirmation contains at least the following information: (i) purchase order number, (ii) article number provided by VDL with a traceable link to the manufacturer's name, manufacturer's article number with related HS codes and net weight in kg per article, (iii) the numbers of the applicable drawings, (iv) VAT number (of the other party), (v) all applicable Material Safety Data Sheet(s) regarding hazardous substances, and (vi) time and place of delivery (DDP Incoterms 2020). In case of delivery outside the EU and/or a known final destination outside the EU, a customs data sheet must also be completed and returned, inter alia stating the main material that the product is made of, accompanied by a photograph of the product and a broad description of its working principle, furthermore accompanied by a Certificate of Origin and a copy of the CCC certificate, if already certified, and the total net and gross weight per package unit.
- 2.4 In case of delivery of all goods, whether or not in combination with the provision of services, a full parts list must be submitted as part of the delivery, including prices as applicable on the purchase order date, the manufacturer's name, the manufacturer's article numbers with corresponding HS codes and net kg weight per article. A list of the spare parts including the relevant manufacturer's name and manufacturer's article numbers and corresponding HS codes, as well as the agreed price as applicable on the order date (except for the annual CBS index subject to a maximum of +3%) must be communicated to VDL within three weeks after order confirmation.
- 2.5 If the other party is approached by a person employed by VDL with the intention to purchase goods and/or services from the other party, which are beyond the scope of an already existing agreement, the other party shall immediately contact its contact person at VDL and inform him of the above-mentioned request for offer, and shall not process it until it has received VDL's prior written approval.
- 2.6 In case of any volume increase(s) per year and/or in case of commitment of larger volumes over a longer period of time, VDL reserves the right to renegotiate the prevailing arrangements and to terminate the agreement if no further agreement is reached.

Article 3 - Prices and payment

- 3.1. Unless agreed otherwise in writing between the parties, all agreed prices are not subject to unilateral change or increase, and are:
 - exclusive of VAT;
 - inclusive of costs of DDP transport in accordance with the agreed place of delivery (Incoterms 2020), including track & trace possibility, loading and unloading, maintenance until the moment of delivery, travel and hotel expenses, adequate insurance, packaging and any retrieval of packaging by the other party, as well as inclusive of expenses and duties relating to import and export and any taxes and levies, including compensation for intellectual property rights that may have arisen, and all other costs and charges of the other party directly and/or indirectly related to the supplies and/or provision of services by the other party.
- 3.2 In addition to what is stated in Article 3.1, all conditions agreed with the other party, explicitly including but not limited to the agreed prices, shall be fixed within the scope of a project, and are also applicable to follow-up orders with respect to the expansion of and/or integration into these projects.
- 3.3 All conditions agreed between the other party and VDL are also applicable to VDL's sub-suppliers, if they purchase directly from the other party after VDL's prior written approval.
- 3.4 Unless agreed otherwise in writing, payment by VDL shall take place within forty (40) working days after receipt of the invoice, but solely if the other party has fulfilled all of its obligations. In the event that VDL makes payment of the invoice within fourteen (14) days, it shall be given a payment discount of 2%. Payment by VDL shall never result in a waiver or restriction of its rights vis-à-vis the other party.
- 3.5 If the delivery of a goods takes place earlier than agreed or if the work is carried out earlier than agreed, payment shall nevertheless take place as if delivery has taken place in accordance with the agreed delivery dates.
- 3.6 All invoices must be submitted digitally only by the other party to the e-mail address provided for that purpose by VDL and must comply with the applicable local legislation. Furthermore, all invoices must at least state the following: (i) purchase order numbers, (ii) article number provided by VDL with a traceable link to the manufacturer's name, manufacturer's article number with related HS codes and net weight in kg per article, (iii) the numbers of the applicable drawings, (iv) VAT number (of the other party), (v) IBAN number and swift code (vi) packing list number and number of package units (vii) time and place of delivery (in accordance with agreed DDP Incoterms 2010), and (viii) waybill number(s) used. In case of an EU cross-border delivery and/or a delivery to a known final destination across the EU border, a customs data sheet must also be completed and returned, specifying, inter alia, the main material that the product is made of, accompanied by a photograph of the product, and a broad description of its working principle, furthermore accompanied by a Certificate of Origin and possibly a copy of the CCC certificate, if already certified, and also stating the total net and gross weight per package. Invoices which in the opinion of VDL contain incorrect and/or insufficient information may be returned by VDL in order to be completed. Non-compliance by the other party with the instructions set out in the purchase order of VDL and packing lists may lead to delayed payment, without resulting in any extra (payment) obligation on the part of VDL.
- 3.7 VDL shall be entitled to set off amounts it owes to the other party against amounts to be claimed from the other party, even if this claim does not arise from the same legal relationship. If, in the event of set off, amounts are in different currencies, VDL shall determine in which currency the set-off shall be made. Conversion shall be at the official rate applicable on the date on which payment is due or set-off takes place, unless agreed otherwise.
- 3.8 In case of payment in another currency than euro, VDL reserves the right, in case of an exchange rate drop of more than 5% (unless agreed otherwise) of the foreign currency compared to the exchange rate of the euro taking the exchange rate on the order date as a starting point, to adjust the payment in proportion to the order amount.

- 3.9 VDL has the right to suspend payment if the other party fails to fulfil its obligations arising from the agreement, including these GPC, without prejudice to the other rights falling to VDL.
- 3.10 The other party hereby grants its unconditional and irrevocable consent to VDL to transfer its debt(s) to a third party belonging to the VDL Group, in order to achieve such set-off.
- 3.11 No claims of the other party on VDL may be transferred or pledged to a third party without the prior written consent of VDL.
- 3.12 The other party is at all times obliged to notify VDL regarding orders of third parties that may affect the price and the capacity of the other party in respect of VDL.

Article 4 - Guarantees

- 4.1 The other party guarantees that all goods delivered and services provided (also including software) comply with the agreement and therefore have the features and functionality which are fair to be expected by VDL pursuant to the agreement. Therefore, the goods must be manufactured with professional craftsmanship, of good quality and free of any defects.
- 4.2 If the other party takes care of the design, even if in part, the other party shall be fully responsible and liable for any lack of functionality, quality and technical accuracy of the design.
- 4.3 If and insofar as the delivered goods contain software, the other party guarantees that these do not contain open-source software. Open-source software is (a) any software requiring as condition of use, adjustment and/or distribution of such software that such software: (i) shall be published or distributed in source-code form; and/or (ii) shall be licensed for the purpose of making derived works; and/or (iii) may only be redistributed free of enforceable intellectual property rights; and/or (b) contains any software deriving from or statistically or dynamically linked to any software defined in (a).
- 4.4 All deliveries to VDL must be - and remain - free of silicones, substances containing silicones, or any other surface-active agents, and, unless agreed otherwise in writing, must be accompanied by an affirmative test certificate thereof.
- 4.5 The work to be carried out by the other party (including but not limited to installation, mounting, transfer of know-how, assembly, and start-up) and other services to be provided shall be performed in accordance with high standards. The other party guarantees that such work and services shall be performed in accordance with the appropriate or agreed requirements so that the result intended by VDL shall be accomplished.
- 4.6 The goods delivered and services performed by the other party shall comply with all agreed and applicable statutory requirements in the area of health, safety, the environment, working conditions, etc., applicable both in VDL's country of establishment and in the country where the goods are destined and/or the services are performed, the latter if such destination has been notified to the other party or may otherwise be reasonably known to the other party.
- 4.7 During the agreed guarantee period, at least up to 3 years after final delivery by VDL to the end-user, the other party shall guarantee the absence of visible or invisible defects. The date of final delivery shall be a date up to maximum 4 months after delivery by the other party to VDL. The guarantee period shall be extended by a period equal to the period(s) during which the goods cannot be used in whole or in part as a result of a defect. New guarantee periods equal to those mentioned above in the first sentence shall equally apply to the goods or works made available for replacement, as well as to replaced or repaired parts of such goods, including but not limited to such parts of the goods or works on which replacement or repaired parts may have an impact.
- 4.8 If a defect occurs during a guarantee period, VDL shall be entitled to require that the other party shall repair all defects occurring during the guarantee period within 5 calendar days after reporting, at its own expense and risk, immediately upon VDL's request, and/or shall replace the goods, works, or any defective parts thereof, without prejudice to the other rights falling to VDL. Notwithstanding the foregoing, if a defect to the good delivered and/or service provided by the other party to VDL and/or its principal leads to a process delay of a functional (partial) process, the defect must be repaired within 24 hours, or a work-around must be provided within 24 hours followed by total repair of the defect within 4 calendar days. If the other party fails to (promptly) meet such a request, VDL shall be entitled to proceed to removal, repair or replacement or order a third party to do so at the expense of the other party.
- 4.9 By accepting an order, the other party guarantees, in order to ensure the proper functioning of the goods delivered and/or services provided, that, during a period of 1.5 times the economic life of the goods but at least 10 years after delivery thereof, VDL may (continue to) demand from the other party: the provision of service, second delivery of (spare) parts, and replacement hardware and/or software (whether or not improved), all the foregoing at the prices applicable on the order date (except for the annual CBS index subject to a maximum of +3%), and it shall also store all relevant documents within this scope for the duration thereof.
- 4.10 The other party guarantees that it shall perform the agreed deliverables itself and not outsource them to third parties, which shall also include parties affiliated with the other party, unless such takes place after VDL's prior written approval, it being understood that the other party, also in case of approval, shall always have the final responsibility and remain liable. If the other party wishes to engage the above-mentioned third parties for the execution of the agreement, it must request approval from VDL at least 15 days beforehand, and obtain it in writing before the third party may carry out any work.
- 4.11 The other party guarantees that all goods, materials and parts of VDL shall be stored separately and shall at least be visually identifiable as property of VDL.

Article 5 - Delivery

- 5.1 Transport of goods, including return consignments and packaging shall be at the expense and risk of the other party.
- 5.2 Each agreed delivery or performance date qualifies as a final deadline. If a calendar week has been agreed as final delivery date, the last Friday of such week at 12:00 AM local time at the delivery address specified beforehand by VDL shall qualify as delivery deadline. Expiry of such deadline shall therefore constitute default by operation of law without any notice of default being required. Unless agreed otherwise in writing, the other party shall not be entitled to make any partial deliveries or partial performances. VDL is entitled to return to the other party any non-agreed partial deliveries and/or goods that do not comply with the specifications (including the quantity) without prior notice and at the expense and risk of the other party.
- 5.3 VDL is entitled to shift the delivery date, it being understood that the other party shall then take care of additional storage and adequate insurance of the goods for a period of at least four weeks and at its own expense and risk.
- 5.4 When offering the transport of dangerous goods or transporting them, the other party must strictly comply with the applicable national and international legislation. Upon order confirmation to VDL, the other party shall submit all of its Material Safety Data Sheet(s), as well as provide such written information regarding the composition of the dangerous goods to ensure that the transport, storage, and processing thereof complies with the applicable legislation. The other party cannot rely on information possibly provided by VDL regarding such legislation to be discharged from its obligations.
- 5.5 Unless agreed otherwise in writing, goods shall be delivered in accordance with DDP (Incoterms 2010) including track & trace possibility, and shall be unloaded on a date, time and place to be determined by VDL, provided with regular solid product packaging and in a solid overall protecting functional transport packaging, in accordance with applicable legislation (including in the country of delivery) and any other instructions of VDL, offering a CE declaration or equivalent thereof, as well as all other required documents specifying: (i) purchase order number(s), (ii) article number(s) provided by VDL with a traceable link to the manufacturer's name, manufacturer's article number(s), or, if there is/are no article number(s) of VDL, the supplier's own article number(s) with traceability to the manufacturer's name, the manufacturer's article numbers with corresponding HS code(s) and (iii) added applicable Material Safety Data Sheet(s).
- 5.6 Unless agreed otherwise in writing beforehand, all (direct) deliveries to site(s) specified by VDL must be equipped with seaworthy packaging in order to resist the natural elements during (i) transport and (ii) any outdoor storage prior to installation.
- 5.7 All drawings and documents (including CE declaration and/or equivalent(s) thereof) drawn up by the other party to carry out the work must be adjusted immediately in accordance with the (final client) specifications made available to the other party, and be delivered to VDL in their final version, and not later than one week before delivery of the goods and services is due.
- 5.8 The other party guarantees strict compliance with all identification regulations stated in the order or in the drawing parts lists, or in other documents. Therefore, the goods must be clearly identified and kept separated from all other goods. In case of non-compliance with the identification obligation, the other party may be compelled to still apply such identification at the delivery location within 24 hours.

- 5.9 If, notwithstanding the main rule of Article 5.5, it has been agreed that the goods shall be collected by or on behalf of VDL, the other party shall be responsible for the loading, at its own expense and risk, without VDL being obliged to pay the other party any fee.
- 5.10 In the event that the other party fails to deliver at all, fails to deliver in time, or fails to deliver properly, or if the delivered goods do not meet VDL's requirements, VDL shall be entitled (i) to enforce compensation of damage, (ii) to enforce compliance after all, or (iii) to terminate the agreement and suspend its obligations, without prejudice to any of its other rights arising from the law.

Article 6 - Transfer of ownership and risk, conversion

- 6.1 The risk regarding goods sold by or on behalf of the other party and/or delivered to VDL, for the benefit of or as ordered by VDL, shall fall to the other party until the moment when such goods have been explicitly accepted by VDL by means of VDL's signature and official stamp for receipt in the delivery documentation. Acceptance or (ordered) collection of goods by VDL shall not imply approval thereof by VDL. Such approval can only be given by VDL on the condition that and when the final client of VDL has passed its approval thereof to VDL. Such approval shall be deemed given if VDL has not expressed any objections within 4 months after delivery.
- 6.2 Except where explicitly agreed otherwise in writing, and without prejudice to the provisions regarding the risk in Article 6.1, the ownership of the goods which the other party must deliver to VDL shall pass to VDL upon the unloading thereof at the location where they must be delivered pursuant to the purchase order/agreement.
- 6.3 If VDL makes goods available to the other party to be treated, processed, combined or mixed with goods not owned by VDL, the former goods shall remain the property of VDL, respectively the goods created by treatment, processing, combining, accession, conversion or mixing shall become the property of VDL and shall also be marked as such, so that the ownership of VDL shall be easy to identify, at least visually.
- 6.4 The other party is not entitled to alienate or encumber the goods referred to in Article 6.3, nor to rent them or make them available to third parties or have them used by third parties, is not entitled to make such goods the subject of a security right, and is not entitled to treat or process such goods or to order the treatment or processing thereof, nor to combine or mix them with other goods, nor to perform or order any acts with respect to such goods such that these would become part or component of one or more goods that are not owned by VDL.
- 6.5 Without VDL's prior written approval, the other party shall not remove the goods made available by VDL from its business premises.

Article 7 - Specific equipment and materials

- 7.1 If VDL makes equipment available to the other party, free of charge, that the other party needs for the execution of the agreement with VDL, it shall constitute a loan for use agreement, which VDL may terminate at any time. Subsequently, the other party shall, at its own expense and risk, return the equipment made available by VDL to VDL or destroy it upon request. The other party shall be liable for any loss, as well as for any and all damage inflicted on the equipment.
- 7.2 The other party shall be obliged, at its own expense, to take care of maintenance and possibly needed repairs of the equipment made available by VDL, so that the functionality thereof shall remain guaranteed.
- 7.3 The foregoing is equally applicable to semi-finished products made available by VDL and to other materials owned by VDL.
- 7.4 All developed and tailor-made equipment, tools and auxiliary tools used by the other party to manufacture the products for VDL may exclusively be used to manufacture the products for VDL. If the above-mentioned equipment, tools and auxiliary tools are completely owned by the other party, the other party shall herewith grant VDL the option right to purchase such goods at a price equal to the book value upon purchase. The purchase option shall be exercised by VDL by means of a written request to the other party, within 90 days after termination of the delivery, regardless of the reason for termination.

Article 8 - Inspection and changes

- 8.1 VDL is entitled, but not obliged, to inspect the goods during the carrying out of the work, as well as before shipment and upon delivery at the location specified by VDL. The other party shall cooperate fully in this regard. The other party cannot derive any rights from the inspection, and therefore the inspection shall not release the other party from any obligation. This right shall at all times also fall to the party giving the order for the finished product if this is not VDL, and must therefore be considered as a third-party clause. If VDL establishes a shortcoming in the execution of the agreement, for instance because the agreed working method, planning, and protocols are not complied with, VDL shall have the rights set forth in Article 5.8.
- 8.2 The other party shall itself perform all necessary tests and inspections in order to guarantee the quality of the goods and services to be delivered to VDL. If VDL so requests, the other party shall draw up and submit the required (environmental, financial and construction) reports. Before shipment or loading of all goods to be delivered to VDL, ordered by or for the benefit of VDL, the other party is obliged to inspect, test or try these goods in order to ascertain that these fully comply with what has been agreed between the parties, and to make the documents relating to the inspection, test or trial available to VDL in digital form at the e-mail address specified by VDL for this purpose, and in accordance with the instructions, immediately after the above-mentioned inspection, therefore before shipment or loading.
- 8.3 The other party shall only proceed to (serial) production if VDL has approved the first samples. Under no circumstance shall the approval of VDL before the start of the (serial) production imply that the other party shall be released from its obligations and indemnified against liability and guarantees to be issued by the other party.
- 8.4 In case of changes in the production by (a subcontractor of) the other party that may have an impact on the goods or services (including but not limited to changes in quality, functionality, dimensions or other features, reduction, termination or gradual phase-out of the production of a good or a part thereof or a change of subcontractor or supplier), the other party shall be obliged to notify VDL in writing at the latest six (6) months before the planned change, it being understood that the change of whatever nature shall be described in great detail by the other party as regards the old and new situation, also stating the manufacturer's name and the old and new article numbers of the manufacturer, as well as the delivery date.
- 8.5 As the case arises, in case of termination of the production of a good, VDL shall be entitled to order such items on the agreed conditions (including but not limited to the price), as long as the item is still under production.
- 8.6 Delivery of (spare) parts, sufficient for each order, shall be guaranteed by the other party in accordance with Article 4.9. The spare parts shall be manufactured with technologies and materials of equal or better quality than those of the products manufactured in the (serial) production.

Article 9 - Liability and force majeure

- 9.1 The other party is liable for all damage (including but not limited to property damage, personal injury, damage due to business interruption and further consequential damage, as well as penalties from the Dutch Data Protection Authority in connection with breach of the privacy legislation) that might occur for VDL as a result of non-fulfilment, late fulfilment or partial fulfilment of the obligations of the other party pursuant to the agreement including these GPC.
- 9.2 The other party is liable for all damage caused by any defect in delivered products and/or performed services, or caused by any act or omission in connection with the execution of the agreement, and the other party shall indemnify VDL against any and all resulting claims (for instance third-party claims).
- 9.3 The product liability concerning the goods, equipment or systems delivered or used by the other party for the execution of the agreement, whether or not processed, all this in the broadest sense of the word, rests fully with the other party. The other party shall indemnify VDL against any and all third-party claims arising from or related to such goods, equipment or systems delivered or used by the other party.
- 9.4 The other party shall be obliged to take out adequate insurance in order to cover any damage, which shall be sufficient to ensure indemnification of VDL against any and all damage, costs and claims resulting from any acts or omissions on the part of the other party or the third parties engaged by the other party. At VDL's request, the other party shall submit documentary evidence for the existence of such insurance.
- 9.5 All liability of VDL vis-à-vis the other party or any other third party is at all times limited to the amount paid in the case concerned pursuant to the third-party liability insurance taken out by VDL, to be increased by the deductible, except in case of wilful misconduct or gross negligence.
- 9.6 The other party is not obliged to fulfil any obligation vis-à-vis VDL if it is prevented from doing so as a result of force majeure. Force majeure of the other party shall under no circumstance include an attributable failure to perform a commitment on the part of third parties contracted by the other party, financial problems of the other party, frost, traffic disruptions, loss or damage during transport, power outage, defect machines, lack of resources, production materials and/or workers, including but not limited to strikes at the company of the other party or of third parties. For the duration of the force majeure situation, the other party may suspend the obligations pursuant to the agreement. If the force majeure period lasts longer than 25% of the previously agreed delivery time, VDL shall be entitled (pursuant to Article 14.1) to dissolve the agreement immediately without any liability.

- 9.7 If the agreement is terminated due to force majeure, VDL shall have a right of first refusal and VDL shall be entitled to take over from the other party all semi-finished products, order-specific components, auxiliary materials, raw materials and tools of the other party referring to delivery to, or designated for, VDL, with compensation of only the reasonable and substantiated expenses demonstrably incurred by the other party.
- 9.8 The other party shall be obliged to notify VDL immediately in writing if the other party foresees or has no other option but to reasonably foresee that it shall fail to perform one or more of its obligations, stating the grounds and the expected duration of such failure to perform. If the other party does not, not in time and/or not fully fulfil the obligations from this Article, it cannot rely on force majeure in this respect.

Article 10 - Penalty

- 10.1 In case of an attributable failure to perform by the other party and without prejudice to the provisions in other articles, the other party shall forfeit an immediately payable penalty lump-sum payment to VDL of at least (i) €10,000 (ten thousand euro only) or (ii) 10% of the contract value of the agreement, whichever is higher, increased by interest thereon in case of late fulfilment, being 0.3% of the contract value of the agreement per day that such failure to perform lasts, it being understood that the last-mentioned penalty shall be capped to 10% of the contract value. Payment of the penalty shall not affect the other rights of VDL, including the right of VDL to claim full damage compensation instead.

Article 11 - Intellectual and other property rights

- 11.1 The other party guarantees that it shall not infringe any of VDL's intellectual property rights or those of third parties. The other party shall indemnify VDL against any and all damage suffered by VDL as a result of infringement, including all claims and damage on the part of third parties concerning infringement of intellectual property rights.
- 11.2 The supplier guarantees that all required licences regarding the goods are and shall remain valid, and that the scope of application of such licences shall adequately cover the intended use of the goods and shall contain the right of transfer and the right to issue sub-licences.
- 11.3 If the other party must discontinue its work for VDL as a result of infringement of the intellectual property rights of third parties, the other party shall at its own expense offer VDL the following alternative solutions: (i) replacement or change of the work in such a way that no more infringement shall be made, with retention of performances that are at least equivalent to those of the previous work or (ii) reversing the previously performed work and deliveries, and repayment to VDL, without prejudice to the obligation of the other party to indemnify VDL against any damage that is suffered as a result of the infringement.
- 11.4 The other party shall apply any data and information received from VDL exclusively for the execution of the agreement and is not entitled to use such information for other purposes. All such data and data carriers (including but not limited to data files) shall remain the property of VDL and shall be immediately sent back to VDL, including any copies, immediately upon VDL's request.
- 11.5 The other party is obliged to transfer to VDL the ownership of the delivered goods, including all used or working methods designed and/or manufactured for or ordered by VDL, including all good drawings, texts, designs, manuals, samples, stamps, auxiliary resources, calculations, software, moulds, shapes, loan packaging, other documents and data carriers, free of charge and free from any and all special charges and encumbrances, such as real rights of third parties or encumbrances arising from copyrights, patents and trademark rights or encumbrances arising from an agreement, such as lease and qualitative obligations. The agreement and therefore also the agreed price shall contain such transfer or ownership (including the costs involved in the conversion to the agreed format(s)). The above-mentioned may not be used, copied or distributed for other purposes than for the implementation of the order(s) placed by VDL, without the consent of VDL.
- 11.6 All drawings and documents drawn up by the other party to carry out the work are the exclusive property of VDL and cannot be used by the other party at a later stage, except for documents falling within the scope of rights of the other party or third parties based on previously created intellectual property rights.
- 11.7 The other party shall be obliged to notify VDL immediately of any infringements of VDL's rights by third parties. The other party is not permitted to establish a pledge on the goods of VDL for the benefit of a third party.
- 11.8 The other party is not permitted, without the VDL's prior written approval, to register an intellectually property right arising from work carried out by the other party for the benefit of VDL.

Article 12 - Non-disclosure

- 12.1 The other party, its staff, and/or the third parties that it has engaged shall at all times be held to strict non-disclosure with respect to all information regarding VDL and/or its clients and/or business relations which the other party might obtain in connection with any request for information, request for quotation, agreement, or the implementation thereof. Information as referred to in the previous sentence is to be understood as all information, including but not limited to personal data, products, services, projects, operations, processes, plans, intentions, formulas, know-how, calculations, designs, inventions, intellectual property rights, notes, analyses, studies, compilations with respect to the products and/or business of VDL or its clients and/or other business relations coming to the knowledge of the other party before, during, or after a request for information, request for quotation, or agreement, regardless of whether such information has come to its knowledge in written, verbal, or digital form, or in any other form. The other party is not permitted to copy or multiply the aforementioned information without the explicit written consent of VDL, or to collect, change, or combine it in whatever form or in whatever way or to prepare a derived work with such information, to donate it to third parties and/or to apply it for its own use or for the use of third parties, or to publicly disclose it in any other way. Derived work as referred to in the previous sentence is to be understood as any work, invention, new material, or whatever form of information or data created, combined, formed or designed from or with the information, including but not limited to any form of derived work, improvement, expansion, review, change, conversion, translation, collection of the information or any other form in which the information may be rearranged, collected or adjusted.
- 12.2 Without the prior written consent of VDL, the other party or the third parties that it has engaged shall never submit any information regarding (requests for quotation or agreements with) VDL and/or is only entitled to use the information submitted by VDL for the implementation of the agreement between the other party and VDL.
- 12.3 In case of breach of the obligations arising from this article 12, and without requiring any judicial inter-position and/or notice of default, the other party shall forfeit an immediately payable penalty to VDL of €25,000 per breach, as well as an amount of € 5,000 per day or part of a day that the breach continues, without prejudice to the right of VDL to claim full damage compensation or performance instead.
- 12.4 Even after termination of the agreement between the other party and VDL the provisions in this article 12 shall remain in force.

Article 13 - Personal data

- 13.1 If and insofar as the other party, for the performance of an assignment it has been given by VDL or for the execution of an agreement concluded with VDL, shall process personal data provided to the other party by VDL, the other party shall process such personal data with due observance of the privacy legislation, including the General Data Protection Regulation (GDPR). In the processing of personal data which the other party shall process on behalf of VDL, in accordance with the purpose and the means as determined by VDL, the other party shall follow all reasonable instructions of VDL in this respect and VDL and the other party shall conclude a separate processing agreement.
- 13.2 The other party shall be obliged, in so far as possible, to store and process the personal data separated from the personal data that it processes on its own behalf or on behalf of third parties.
- 13.3 All external data carriers, such as tapes, USB sticks, external hard disks, memory cards, floppy disks, CD ROMs, DVDs, Blue Ray Discs, microfiches or paper, or the personal data saved thereon, shall remain the property of VDL. The other party shall never claim any right regarding such data carriers or the personal data saved thereon, nor be entitled to any form of use of such data carriers and the personal data saved thereon, except for, and insofar as necessary for, the performance of an assignment that it has been given by VDL or for the execution of an agreement concluded with VDL.
- 13.4 Unless the other party is subject to any statutory obligation to retain (personal) data, it shall not store the personal data longer than strictly necessary for the performance of the assignment that it has been given by VDL or for the execution of the agreement concluded with VDL, and under no circumstance beyond termination of such assignment or agreement, or, if a storage period has been agreed between the parties, not beyond that period.
- 13.5 Unless the other party is subject to any statutory obligation to retain (personal) data, it shall be obliged to destroy the personal data completely and irrevocably immediately at VDL's request, and in any case within fourteen days of termination of the order given to it by VDL or the agreement concluded with VDL. At VDL's request, the other party shall provide proof of the fact that the personal data have been destroyed.
- 13.6 The other party is not permitted to process or order the processing of personal data in a country outside the European Economic Area, unless the other party has taken appropriate measures to this end.

- 13.7 Based on the risk assessment that it has carried out and with due observance of the relevant legislation and standards regarding security, the other party shall implement appropriate technical and organisational measures to secure the personal data against loss or against any form of unlawful processing. These measures include but are not limited to:
- measures to ensure that only authorised staff has access to the personal data; and granting workers and third parties it has engaged exclusive access to the personal data through personalised accounts, it being understood that the use of such accounts shall be adequately logged and the accounts concerned only give access to personal data for which the access is necessary to the person involved;
 - measures to protect the personal data against unlawful processing, destruction, loss, change, unauthorised or unlawful storage, or unauthorised or unlawful disclosure;
 - measures to identify weak spots regarding the processing of the personal data in the systems used to provide services to VDL;
 - measures to guarantee punctual availability of data;
 - measures to prevent unnecessary collection and further processing of the personal data;
- Giving due consideration to the state of technology and the costs of implementation, these measures provide an appropriate security level, given the risks involved in the processing and nature of the personal data that need to be protected.
- 13.8 As soon as an incident occurs, has occurred, or might occur with respect to the processing of the personal data, the other party shall be obliged to take the measures prescribed pursuant to the GDPR.

Article 14 - Security

- 14.1 The other party is obliged, immediately upon VDL's request, to establish a pledge - for the benefit of VDL - on the goods delivered by the other party which have been rejected, returned, and whose ownership has been transferred back.
- 14.2 VDL may demand a bank guarantee from the other party at any time, or at least an equivalent security, as guarantee for fulfillment of the obligation under the agreement concluded with VDL. The bank guarantee must be issued by a bank approved by VDL beforehand in writing and in accordance with a satisfactory text for the bank guarantee provided by VDL. The above-mentioned security shall remain effective at least until the eventual transfer of ownership of the deliverable item, increased by 2 months. If transfer of the property right is postponed, the duration of the security shall also be postponed proportionately. The other party is obliged to immediately provide such security at its own expense.
- 14.3 If the security demanded by VDL is not demonstrated - or not adequately - in the opinion of VDL, VDL shall be entitled to terminate or dissolve the agreement in whole or in part, without prejudice to VDL's right to claim compensation of damage, and without prejudice to VDL's right to repayment by the other party of what has already been paid by or on behalf of VDL in connection with the implementation of the agreement.

Article 15 - Outsourcing, obligations regarding social security contributions and taxes

- 15.1 In the event that VDL gives an assignment to a natural person relating to the provision of services (self-employed person without employees), the parties shall conclude a contract for the provision of services which is approved by the tax authorities in advance and, furthermore, the other party shall offer VDL proof of his registration as an entrepreneur with the Chamber of Commerce or its equivalent abroad. The other party shall indemnify VDL against any claim from the Employee Insurance Agency (UWV) and/or the tax authorities or equivalent abroad, insofar as permitted by law.
- 15.2 In the event that VDL gives an assignment to a party other than a natural person as referred to in Article 15.1, the parties shall conclude an agreement for the provision of services in advance. The other party shall indemnify VDL against any claim from the Employee Insurance Agency (UWV) and/or the tax authorities or equivalent abroad, insofar as permitted by law.
- 15.3 The other party guarantees that no work shall be carried out by hired-in workers and self-employed persons without employees, unless this has been explicitly agreed upon in writing per assignment between VDL and the other party.
- 15.4 If the other party has any part of the agreement executed by hired-in workers, which it shall exclusively do after VDL's prior written approval (see Article 15.3), the other party shall exclusively use workers with whom the other party has concluded an employment contract. The other party shall also indemnify VDL against any claim against VDL by the Employee Insurance Agency and/or the tax authorities on the grounds of hirer's liability and/or vicarious tax liability, and it shall ensure timely compliance with all its obligations arising from the applicable (tax and social insurance) legislation with respect to all workers who are or shall be employed in the context of the execution of the agreement.
- 15.5 If the other party has any part of the agreement executed by third parties or wishes to use hired-in workers, it shall show VDL a valid identity document of the natural person or natural persons who shall be performing work in connection with the assignment, before commencement of the work. VDL shall check and verify the validity of the identity document. VDL shall not be obliged to admit hired-in workers, referred to in the first sentence, to the work if they do not cooperate in the execution of this provision or do not comply with the company rules as established by VDL.
- 15.6 The other party is obliged to notify VDL in writing, before commencement of the execution of the agreement as part of the order confirmation and at any time thereafter immediately on demand, of the name and address of the Employee Insurance Agency with which the other party is registered, the registration number under which the other party is registered with the relevant Employee Insurance Agency (evidenced by a valid certificate of registration) and its wage tax number; the other party shall be obliged to provide VDL with a statement from the Employee Insurance Agency and the tax authorities regarding its own payment behaviour, which statement may not be older than three months.
- 15.7 Prior to the commencement of the execution of the agreement, it being understood that VDL is jointly and severally liable for the payment of employee and national insurance contributions, wage tax and/or income tax, the other party must demonstrate to VDL's satisfaction, as part of the order confirmation, that the other party or the third party or parties engaged by the other party in the execution of the agreement keeps such adequate records that it can be to clearly deduced therefrom which amounts of wage tax and national insurance contributions are payable and have been paid relating to social insurance legislation in respect of the employees engaged in the execution of the agreement. Furthermore, upon VDL's immediate request, the other party shall provide insight into the payments made by the other party in the context of the above-mentioned employee and national insurance contributions, wage tax and/or income tax.
- 15.8 Upon VDL's immediate request, the other party shall repeatedly provide the payroll and time records of the above-mentioned employees for inspection, as well as a weekly written statements of the location(s) where the work was performed by those employees and of the amount of work performed at such location(s) by the employees.
- 15.9 In the event that VDL is held liable, or if the possibility exists that VDL shall be held liable, for contributions or taxes owed by the other party pursuant to, inter alia, Section 61 of the Dutch Social Insurance (Funding) Act and/or Sections 34 or 35 of the Dutch Collection of State Taxes Act 1990 (including future amendments to such legislation) or pursuant to any other applicable statutory provision in the country where the relevant entity of VDL is established, the other party shall be obliged to provide VDL with all information to make it possible for VDL to defend itself and to prove that the non-payment is not the fault of VDL, nor the fault of the other party or any third party engaged by the other party. VDL shall be entitled to suspend the fulfilment of any obligation towards the other party, for whatever reason, in the event that VDL has well-founded reasons to believe that the other party has failed or is failing to comply with its obligations as referred to in this Article. VDL shall at all times be entitled to set off its debt owing to the other party against its contribution claim against the other party as referred to in, inter alia, Section 56 of the Dutch Collection of State Taxes Act 1990 or pursuant to any other applicable statutory provision in the country where the relevant entity of VDL is established, irrespective of whether such contribution claim is payable or subject to immediate settlement.
- 15.10 With respect to agreements under which VDL is jointly and severally liable for the payment of employee and national insurance contributions, wage tax and/or income tax, VDL shall be entitled to withhold the relevant amounts from the agreed price and to pay them directly to the Employee Insurance Agency or the tax authorities, or to pay them into the other party's guarantee account ('G account'). In the event that the other party uses a G account, it shall notify VDL of the account number thereof before the commencement of the agreement. In the event that the other party does not use a G account, it shall, upon VDL's immediate request, open such account or offer an equivalent account abroad to the satisfaction of VDL.
- 15.11 In the event that the other party engages more than two workers who shall work for VDL for a period of three months or more, the other party must, if VDL so requests, ensure at its own expense that a chartered accountant will provide the declarations or statements to be submitted pursuant to the provisions of this Article.

Article 16 - Cancellation and dissolution

- 16.1 Any concluded agreements may at all times be cancelled by VDL. If VDL, despite its contractual right of cancellation, is held liable vis-à-vis the other party howsoever, such liability shall be limited to the reasonable and substantiated expenses demonstrably incurred by the other party. The following costs, and only these costs, qualify for compensation, if:
- the costs were necessarily incurred within the scope of the agreement with VDL;
 - VDL was aware of the engagement of third parties and the corresponding costs upon conclusion of the agreement;

- upon cancellation by VDL, the agreement with such third parties can demonstrably no longer be cancelled;
- the other party is able to submit specified invoices of such expenses as well as proof of payment;
- the relevant services provided or goods delivered by third parties are demonstrably not useful to the other party in any other way.

The other party has in any event no right of compensation for loss of profit and VDL's liability shall in any event not exceed 15% of the price stated in the agreement, or - if it is different - the purchase order, it being understood that within the scope of the VDL's liability the lowest price shall apply.

- 16.2 Without prejudice to the rights falling to VDL pursuant to the law or the agreement, VDL shall have the right to dissolve the agreement in whole or in part if the other party is declared bankrupt, applies for a suspension of payment, or loses its power of disposition of its capital or parts thereof due to an attachment, placement under legal restraint or otherwise, the other party - if it is a legal entity - is dissolved or a decision to dissolve the other party is or has been made, or the other party enters liquidation or decision to liquidate the other party is or has been made, the other party merges with a third party - including but not limited to an associated party of the other party - or is taken over by a third party, the legal structure of the other party is changed, or a fundamental change occurs in the activities of the other party, this without judicial intervention and without requiring any notice of default. VDL is not liable for any damage caused by such dissolution.
- 16.3 In the event that the agreement is terminated, VDL shall be entitled to take over from the other party all VDL-specific goods of the other party concerning delivery to VDL, including but not limited to semi-finished products, order-specific components, auxiliary substances, raw materials and tools, with compensation of only the reasonable and substantiated expenses actually and demonstrably incurred by the other party.

Article 17 - Disputes

- 17.1 All disputes in connection with or arising as a result of the agreement shall - at the discretion of VDL - be settled by the court that has jurisdiction pursuant to the rules of jurisdiction, or the competent court in the district of the place where the VDL entity has its actual office. If the other party is a party whose registered office is situated in a state where the decision of a Dutch court is not acknowledged, any and all disputes shall be settled through arbitration by applying the rules of the ICC (International Chamber of Commerce). The place of arbitration shall be the place where the VDL entity concerned has its registered office, and the proceedings shall be held in English.

Article 18 - Governing law

- 18.1 The legal relationship between VDL and the other party is exclusively governed by Dutch law.
- 18.2 The applicability of the Vienna Sales Convention 1980 as it has entered into force in the Netherlands on 1 January 1992 has been precluded.

Additional purchase conditions for temporary employment agreements with VDL Steelweld B.V. These additional purchase conditions for temporary employment agreements with VDL shall apply in case of a temporary employment agreement and constitute an annex to the GPC of VDL, and may only be applied as such by way of supplement to the GPC.

1. General

- 1.1 The other party guarantees: (i) registration with the Chamber of Commerce (or a foreign equivalent of the Chamber of Commerce); (ii) NEN ISO 4400-1 and undertakes to continue complying with these conditions.
- 1.2 The other party guarantees the deployment of adequately qualified hired-in workers for the position stated in the agreement concerned. The other party guarantees that the hired-in workers it has deployed shall work in accordance with the legal provisions applicable to the location where the services are performed, including the general guidelines concerning ISO 9001 and ISO 14001, and shall comply with all instructions concerning health, safety, and the environment, including the "sustainable policy" document drawn up by VDL. Depending on the working location, local legislation and the rules of conduct set out by VDL shall apply. The rules of conduct for the Breda location are "rules of conduct for third parties". The other party is not permitted to carry out any work without knowledge of the above-mentioned documentation.
- 1.3 The other party shall only make hired-in workers available who have command of Dutch, German or English, or who work under supervision of a person with ultimate responsibility made available by the other party who has command of Dutch, German or English, this to avoid any misunderstanding on the work floor.
- 1.4 If the hired-in worker concerned does not meet VDL's expectations, VDL shall be entitled to immediately send such hired-in worker back to the other party from the location where the hired-in worker is working at that moment. The resulting costs shall in this case be borne by the other party.
- 1.5 If for whatever reason the hired-in worker is unable to carry out his work during the contract period, the other party shall be held to report this immediately to VDL and to take care of replacement well in time (within 24 hours). The replacement hired-in worker must have at least the same capacities and working experience. If additional training or a training period prove necessary, this shall be borne by the other party. The hourly rate and the agreed delivery date shall remain unchanged, this in accordance with the agreement or purchase order(s) of VDL.
- 1.6 The other party is not permitted to exert any recruitment activities among employees of VDL or third parties engaged by VDL.
- 1.7 The other party and/or hired-in workers shall not be permitted, in any way whatsoever, to remove any files and/or data of VDL and/or its principals, directly or indirectly, or to share, collect, copy and/or transfer these without the prior written consent of VDL, subject to a penalty as set forth in Article 12 of the GPC.
- 1.8 If at any moment during the hiring-in period there is no adequate work on hand, the hired-in worker shall make himself useful in all sorts of ways for the benefit of the progress of the project for which he is hired in and/or for the benefit of other projects for which he has built up expertise.
- 1.9 The other party, as well as any of its qualified hired-in workers, shall comply with the Code of Conduct of the VDL Group (which is available on the website (https://www.vdlgroep.com/_asset/_public/VDL-Code-of-Conduct_NL_082020.pdf)).

2. Liability and vicarious tax liability

- 2.1 In order to be able to work, the hired-in worker must possess an A1 form (previously called E101 form). A copy of this form, accompanied by a copy of his passport, must be submitted to the salary administration of VDL upon commencement of the work. Subsequently, the A1 form must be renewed in January of each year. The responsibility for this rests with the other party. If the hired-in worker shall be employed in Belgium, the other party must also take care of a Limosa report. Those engaged from outside the EU must possess the required documents and permits, a copy of which must be submitted to the salary administration of VDL before execution of the work.
- 2.2 In order to ensure payment of PAYE tax and social security contributions, at least 40% - or another percentage prescribed under applicable legislation - of the net invoice amount shall be paid by VDL into an escrow account to be specified by the other party.
- 2.3 The other party warrants that the hired-in worker of the other party is adequately insured, and shall submit a copy of the insurance policy concerned to VDL within this scope before commencement of the services to VDL, as well as notify VDL in case of any changes in this respect.

3. Delivery scope and rates

- 3.1 In addition to the provisions of Article 3.1 of the GPC, the relevant delivery scope and the agreed rates are set forth in the agreement concerned. All other costs such as daily allowance, telephone expenses, travel hours, etcetera shall not be reimbursed and shall be deemed included in the agreed rates, unless stated otherwise in the agreement concerned.
- 3.2 If at the request of VDL additional expenses are incurred by the other party, these shall be compensated based on a statement of expenses, provided that VDL has given its prior written approval.

4. Administration and invoicing

- 4.1 The hired-in worker must register his arrival at work and sign out in a form of registration determined by VDL, depending on what is available and possible at the working location, and shall give VDL his approval for this. The hired-in worker shall be deemed to respect the timetable for breaks and resting hours stipulated by VDL. Every week clearly readable statements of worked hours, signed by VDL, shall be forwarded to the central administration of VDL. In case of discrepancies with any statements of worked hours submitted by the other party, whether or not signed by VDL, the administration of VDL shall prevail.
- 4.2 Invoices must be sent each month, or in another frequency as agreed in writing, as a PDF file to an e-mail address specified by VDL in accordance with Article 3.6 of the general provisions of the GPC, accompanied by a copy of the statements of worked hours signed by VDL. All invoices shall be made available for payment by VDL after full approval.