General Terms and Conditions for Purchasing and Subcontracting of AMT MACHINEBOUW B.V.

version January 2026

PART A: GENERAL PROVISIONS

Article 1. Definitions

1.1. AMT: AMT Machinebouw B.V. and/or its subsidiaries and/or its affiliated group companies, as well as any joint ventures or collaborations in which AMT participates.
1.2. Contractor: the natural or legal person with whom AMT has entered into the Agreement.
1.3. Principal: the principal of AMT.
1.4. Agreement: the agreement between AMT and the Contractor for the performance of the Supply by the Contractor, to which these General Terms and Conditions have been declared applicable.
1.5. General Terms and Conditions: these general terms and conditions for Purchasing and Subcontracting of AMT Machinebouw B.V., version January 2026.
1.6. Supplier: the natural or legal person who submits or has submitted an Offer to AMT for the Supply.
1.7. Offer: a written communication or proposal submitted by the Supplier to AMT for the Supply.
1.8. Request: an invitation issued by AMT to submit an Offer.
1.9. Supply: the goods to be delivered and/or the services/works to be performed, whether or not by way of subcontracting.
1.10. Delivery: the delivery and/or performance of the Supply.

Article 2. General

2.1. Part A of these General Terms and Conditions applies to all Agreements.
2.2. Part B of these General Terms and Conditions applies insofar as the Agreement provides for the supply of goods.
2.3. Part C of these General Terms and Conditions applies insofar as the Agreement provides for the execution of works and/or the provision of services.
2.4. These General Terms and Conditions apply to all requests, quotations, offers, assignments, purchase orders, order confirmations, agreements and other legal acts relating to the Supply to be performed by the Contractor for AMT.
2.5. Any deviation from and/or addition to these General Terms and Conditions shall apply only if and insofar as such deviation or addition has been expressly confirmed in writing by AMT to the Contractor.
2.6. In the event that the content of the Agreement deviates from the content of these General Terms and Conditions, the content of the Agreement shall prevail.
2.7. If one or more provisions of the Agreement and/or of these General Terms and Conditions are void or otherwise unenforceable, this shall not affect the validity and enforceability of the remaining provisions. In such case, the parties shall consult with each other in order to agree on a provision that most closely approximates the intent and purpose of the invalid or unenforceable provision within the framework of these General Terms and Conditions.
2.8. If the Contractor, on behalf of AMT, both supplies goods and performs works and/or services, all three Parts shall apply concurrently.
2.9. The provisions of these General Terms and Conditions that are by their nature intended to continue in effect shall remain in force after termination of the Agreement, and the obligations of the Contractor arising from such provisions shall continue to apply after termination of the Agreement.
2.10. Any provisions and/or general (delivery) terms and conditions of the Contractor are not applicable and are expressly rejected, unless expressly accepted in writing by AMT.

Article 3. Offer and order

3.1. An Offer shall be binding on the Supplier for the period stated in the Request and, in any event, for no less than six (6) months from the date of the Offer.
3.2. Requests issued to the Supplier shall not bind AMT in any way.
3.3. The Offer shall comply with the Request and shall in any event state the price, delivery time or (delivery) completion period(s), and warranty periods relating to the goods and/or services offered to AMT, as well as such information as is necessary for AMT to decide on placing an order. If the Offer does not comply with the foregoing, it shall nevertheless be deemed to have been submitted in accordance with the Request, unless the Supplier has expressly stated the deviations.
3.4. Acceptance of an order issued by AMT may inter alia result from the Supplier commencing performance of the order. If the Supplier has not notified AMT in writing of any objections to the order within fourteen (14) days after the date of A's order, the order shall be deemed to have been accepted.
3.5. By accepting an order issued by AMT, the Supplier shall become the Contractor towards AMT.
3.6. Any increase in cost-determining factors occurring after the conclusion of the Agreement shall be borne by the Contractor, regardless of the period elapsed between the conclusion of the Agreement and its performance. If the Contractor submitted its Offer in the context of a tender procedure conducted by AMT, the Contractor shall remain bound by its Offer and shall provide price firmness for the period stated in the Request. In the absence of such a period, the Contractor shall remain bound by its Offer and provide price firmness for a period of six (6) months after the award of the work by the Principal to AMT.
3.7. All costs associated with submitting Offers, including but not limited to the costs of advice, drawings and similar work prepared by or on behalf of the Contractor, shall not be reimbursed by AMT.
3.8. The Contractor shall be deemed to be fully aware of all applicable statutory and other (inter)national laws and regulations, guidelines, rules, certificates and standards (including but not limited to NEN, ISO, SPC, OVS and ICE) relevant to the performance of the Agreement and shall fully and unconditionally comply with them.
3.9. Agreements are entered into by AMT exclusively subject to the resolutory and/or suspensive condition that the Principal approves the Agreement and/or that the Supply by AMT to the Principal in connection with which the Agreement is entered into actually and fully proceeds.
3.10. If the Agreement, or a specific obligation thereunder, is entered into by AMT with more than one Contractor, all Contractors involved shall be jointly and severally bound and jointly and severally liable towards AMT for the entire performance thereof.
3.11. The agreed price is fixed and binding, exclusive of value added tax (VAT), and includes all direct and/or indirect costs incurred or to be incurred by the Contractor, unless expressly agreed otherwise in the Agreement. All costs relating to the preparation and performance of the Agreement shall be deemed to be included in the agreed price. Changes in prices, wages, costs, social security contributions, taxes, and other cost-increasing factors, including risks, shall not be adjustable, regardless of the period elapsed between the conclusion of the Agreement and its performance.
3.12. Unilateral price indexations by the Contractor shall not be accepted.
3.13. Unless expressly stated otherwise, the agreed price includes travel and accommodation expenses.

Article 4. Governance en integrity

4.1. The Contractor shall be deemed, in its business operations in general and in the performance of the Agreement in particular, to comply with all applicable laws and regulations, including in any event but not limited to legislation relating to competition, the environment and working conditions. The Contractor shall furthermore endeavour to contribute to corporate social responsibility.

Article 5. Amendments

5.1. AMT shall be entitled to require changes to the scope and/or nature of the Supply.

5.2. If, in the Contractor's opinion, such changes affect the agreed price and/or delivery time, the Contractor shall, prior to implementing the change, inform AMT thereof in writing within seven (7) calendar days, after which AMT and the Contractor shall agree on a new price and delivery time.

5.3. If the agreement referred to in the preceding paragraph regarding a new price and delivery time is not reached, AMT shall be entitled to terminate the Agreement. Only in such case shall AMT reimburse the Contractor for the Supply performed up to that point, together with the costs directly related to the termination.

Article 6. Subcontracting

6.1. The Contractor shall not be permitted to have the Agreement or any part thereof performed by third parties without AMT's prior written consent.

6.2. If the Contractor, with due observance of Article 4.1, entrusts the Supply, in whole or in part, to another supplier or subcontractor, the Contractor shall enter into a written agreement to that effect. The Contractor shall ensure that such other supplier or subcontractor is legally bound to the Contractor in the same manner and under the same conditions as the Contractor is or has been bound towards AMT. At AMT's first request, the Contractor shall provide a copy of the aforementioned agreement. The Contractor shall indemnify AMT against all claims by third parties relating to or directly or indirectly arising from such agreement.

Article 7. Duty to warn

7.1. The Contractor has a duty to warn. If the Contractor discovers, or reasonably should have discovered, any errors and/or ambiguities in orders and/or instructions issued by AMT and/or in drawings, descriptions or similar documents made available by AMT, the Contractor shall notify AMT thereof in writing as soon as possible. If the Contractor fails to do so, the Contractor shall be deemed to be acting in breach of the Agreement and contrary to good faith and shall be liable for the resulting damages.

7.2. As soon as the Contractor suspects, knows or should know that it will not be able to perform the Agreement, in whole or in part, or not in a timely manner, the Contractor shall immediately inform AMT thereof in writing. The Contractor shall be liable for all damages suffered by AMT as a result of such non-performance and shall indemnify AMT against all possible claims and consequences, however designated, including in any event any penalties imposed by the Principal and claims by third parties arising from late and/or incorrect Supply.

7.3. The Contractor shall inform AMT in advance of any change in the composition or characteristics of the Supply to be performed by the Contractor. If the Contractor fails to do so, the Contractor shall be liable for all damages suffered by AMT as a result of such change.

Article 8. Information

8.1. If the Agreement or any appendices thereto refer to technical, safety, quality or other regulations not attached to the Agreement, the Contractor shall be deemed to be familiar with such regulations, unless the Contractor immediately notifies AMT in writing to the contrary. In such case, AMT shall provide the Contractor with further information regarding such regulations.

8.2. Drawings, specifications, instructions, inspection requirements and similar documents made available by AMT or approved by AMT and used in the performance of the Agreement shall form part of the Agreement.

Article 9. Non-competition

9.1. The Contractor shall refrain from submitting (price) offers to the Principal in connection with any extension or modification of the works performed by AMT. Nor shall the Contractor enter into any other agreements or arrangements with the Principal relating to matters affecting the Supply. Any orders or instructions issued by the Principal shall only be carried out by the Contractor after obtaining AMT's prior consent.

Article 10. General obligations of the Contractor

10.1. The Contractor shall perform the Supply and the related services and works accurately and fully in accordance with the Agreement and using competent, suitably qualified and expert personnel. For the avoidance of doubt, the Agreement includes, without any entitlement to additional payment, all works that by their nature form part of the Supply. The Supply shall in all respects be fit for the purpose for which it is intended and shall conform to any sample(s), model(s) or specification(s) made available or provided by AMT and/or the Principal. The Supply shall be accompanied by any legally required and/or by AMT requested quality statements and/or certification marks.

10.2. At its own expense, the Contractor shall ensure the timely obtaining of any approvals, permits or licences required for the performance of the Agreement and shall comply with any conditions set out therein or in connection therewith. If the Contractor fails to do so, the Contractor shall be solely liable for the consequences and shall indemnify AMT against all damages and costs resulting therefrom.

10.3. The performance of the Contractor's works shall be fully aligned with AMT's schedule, such that other works are not delayed. In the event of acceleration or delay, the Contractor shall adapt to the amended schedule/progress without any entitlement to compensation.

10.4. Partial Supplies and the materials relating thereto may only be deemed finally accepted after AMT has approved them as such. Approval shall not release the Contractor from its obligations regarding the quality of the Supply and compliance with the requirements set out in the Agreement. AMT shall be entitled to withhold or revoke such approval if AMT has not obtained approval from the Principal. In that event, AMT shall be entitled to suspend its payment obligations towards the Contractor until the Supply has been approved, and/or to set off the costs of remedial works against invoices issued by the Contractor that are due for payment, without prejudice to AMT's right to claim damages and/or specific performance (including performance with substitute damages) from the Contractor.

10.5. The Contractor shall be liable for all damages suffered by AMT as a result of the Contractor's failure to comply with applicable laws and regulations in performing the Agreement and shall indemnify AMT against all claims and consequences resulting therefrom, including but not limited to penalties imposed on the Principal and/or AMT due to violations of laws and regulations.

10.6. If any goods forming part of the Supply, or any components thereof, will become "End of Sale" (EOS), the Contractor shall proactively inform AMT, at least six (6) months prior to the EOS announcement, and shall use best efforts to provide AMT with a final opportunity to place a purchase order for such goods or components. Without prejudice to the foregoing, the Contractor shall furthermore notify AMT in writing of any EOS announcement from the Contractor's own suppliers that is relevant to AMT, no later than five (5) business days after the Contractor has received such announcement.

Article 11. Quality, inspection and testing

11.1. Without prejudice to the Contractor's obligation to carry out the necessary inspections itself, AMT and its Principal and/or third parties engaged by the Principal shall at all times be entitled, during the performance of the works or prior to Delivery, to carry out or have carried out inspections, tests and examinations. The Contractor shall cooperate therewith at no additional cost to AMT and shall, at AMT's request, make personnel and equipment available to AMT for the purposes of such inspections, tests and/or examinations. The Contractor shall ensure that any of its suppliers likewise provide full cooperation.

11.2. Irrespective of whether AMT has exercised the rights referred to in the preceding paragraph of this Article, the Contractor shall remain fully liable for the proper performance of the Agreement.

11.3. If at any time it appears that the goods or works do not comply with the requirements set out in the Agreement, AMT shall grant the Contractor a reasonable period to ensure that the goods and/or works comply with such requirements. If, after a second inspection, test and/or examination, the goods or works still fail to meet the applicable requirements, AMT shall, without prejudice to its other statutory rights, be entitled to terminate the Agreement in whole or in part without any notice of default or judicial intervention and without being liable to pay any compensation to the Contractor in this respect.

11.4. The costs of the second inspection, test and/or examination referred to in paragraph 3 of this Article shall be borne by the Contractor.

11.5. Approval shall not release the Contractor from any warranty obligation and/or liability arising from the Agreement.

11.6. If and insofar as the Supply must possess characteristics the presence of which can only be established after installation, assembly or incorporation of the Supply, the final inspection or final testing of the Supply shall take place only once the Supply, or the object for which the Supply is intended, has reached a stage at which it can be determined that the Supply complies with what has been agreed.

11.7. Rejected goods shall, at AMT's first request, be removed by the Contractor from the place of delivery and shall be replaced without delay and at the Contractor's own expense. If the Contractor fails to do so, removal shall be carried out by AMT at the Contractor's expense.

Article 12. Delivery times and deadlines

12.1. Any dates, deadlines and/or delivery times stated in the Agreement are fatal, and timely performance of the contractual obligations shall constitute an essential obligation of the Contractor. Any failure to meet the delivery time or performance period shall result in the Contractor being in default by operation of law.

12.2. The Contractor shall be liable for all damages suffered by AMT as a result of exceeding the delivery time and/or performance period as referred to in paragraph 1 of this Article.

12.3. For each calendar day of delay in the delivery time or performance period, the Contractor shall forfeit to AMT an immediately due and payable penalty of 0.5% of the agreed total price. This penalty may be claimed in addition to damages pursuant to statutory law.

12.4. AMT reserves the right to amend the sequence of the works to be performed, to amend the quantities to be taken off and/or to determine the timing of the Supply, whether or not by call-off, and to align such matters with the progress of the works. Such amendments shall not entitle the Contractor to any price adjustment or any other form of compensation.

12.5. The Contractor shall immediately inform AMT in writing as soon as circumstances arise or can reasonably be foreseen that may prevent the Contractor from complying (in a timely manner) with the obligation referred to in paragraph 1 of this Article. Such notice shall at least state the nature of the circumstances, the measures taken or to be taken by the Contractor and the expected duration of the delay. If the Contractor fails to comply with this obligation, it may not subsequently rely on such circumstances. In such case, the Contractor shall not be entitled to invoke force majeure.

Article 13. Warranties

13.1. The Contractor warrants that the Supply performed is sound and fit for purpose and meets the objectives of the Agreement, free from any rights, claims, liens, encumbrances and/or restrictions of third parties or of the Contractor.

13.2. The Contractor warrants the absence of any visible or hidden defects.

13.3. This warranty shall be valid for at least the agreed warranty period or, failing such agreement, the warranty period customary in the industry, with a minimum of twenty-four (24) months, unless the purpose for which the Supply is intended requires a longer warranty period, in which case such longer warranty period shall prevail. In the event of the delivery of goods, the warranty period shall commence upon Delivery and approval by AMT.

13.4. If a defect arises during the warranty period, AMT shall be entitled either to return the goods and demand immediate reimbursement of the price paid for such goods, or to require the Contractor, at AMT's first request and at the Contractor's own cost and risk, to remedy all defects arising during the warranty period and/or to replace the goods or defective parts thereof, without prejudice to AMT's right to compensation for additional damages and damages suffered by third parties. All costs incurred in remedying the defect shall be borne by the Contractor, including but not limited to costs of installation and removal, disassembly, transport and any shutdowns.

13.5. In the event of improper performance of the Contractor's repair obligations and/or failure to perform such obligations within the specified period - as well as in urgent cases - AMT shall be entitled, at the Contractor's cost and risk, to carry out or have carried out the necessary measures, and AMT shall notify the Contractor thereof as soon as reasonably possible.

Article 14. Liability

14.1. The Contractor shall be liable for all direct and indirect damages suffered by AMT, however named and however caused, resulting from or arising out of the Contractor's failure to perform or comply with its obligations under the Agreement, these General Terms and Conditions and/or applicable law. The Contractor shall indemnify AMT against all costs, damages and claims of third parties (including but not limited to the Principal, future owners, users, public authorities and employees of the Contractor, its subordinates within the meaning of Section 6:170 of the Dutch Civil Code (*Burgerlijk Wetboek*) and its non-subordinates within the meaning of Section 6:171 of the Dutch Civil Code) in this respect. Direct damage shall mean any damage that, at the time of the breach, is a reasonably foreseeable consequence of such breach, including in any event the costs of repair, replacement, the determination of damages and damage that is the immediate result of the breach.

14.2. The Contractor shall indemnify AMT against all costs, damages and claims arising from any infringement of third-party intellectual property rights relating to the goods and/or services supplied by the Contractor and shall use its best efforts to ensure that AMT can freely access the Supply. All costs arising from this obligation (including those incurred by AMT) shall be borne by the Contractor.

14.3. Any loss of or damage to auxiliary equipment and tools used by the Contractor in the performance of the Supply shall be at the Contractor's own cost and risk.

Article 15. Insurance

15.1. At its own cost and risk, the Contractor shall take out and maintain insurance policies providing coverage for its liability and potential costs and damages, including in any event:

- Commercial general liability insurance with a minimum coverage of EUR 5,000,000 per occurrence and terms

at least equivalent to the Dutch Model Liability Policy (*Nederlandse Beurspolis voor Aansprakelijkheid - NBA 2014*), including coverage for employer's liability and environmental impairment;
- Statutorily required insurance, including but not limited to motor vehicle liability insurance (*Wet Aansprakelijkheidsverzekering Motorrijtuigen - WAM*) and health insurance;
- Passenger Accident Insurance (*Schadeverzekering Inzittenden - SVI*), without any limitation on compensation for non-material damage (pain and suffering).

15.2. The Contractor's insurance policies shall provide primary coverage. If a loss is recoverable under both the Contractor's insurance and any insurance of AMT, the Contractor's insurance shall take precedence at all times. The Contractor shall indemnify AMT against all third-party claims arising out of or in connection with the Agreement.

15.3. The absence of coverage under the insurance policies to be taken out by the Contractor shall not affect the Contractor's liability under the law or the Agreement. The same shall apply to any deductibles applicable under such insurance policies. The Contractor shall indemnify AMT against the consequences of any failure by the Contractor to comply with its obligations under this Article and under the insurance policies taken out by it.

15.4. At AMT's first request, the Contractor shall provide AMT with a copy of the relevant insurance policies.

Article 16. Payments

16.1. Once the Contractor has fulfilled all its obligations under the Agreement to the satisfaction of AMT, the Contractor shall invoice the agreed price to AMT as soon as possible, but no later than thirty (30) days thereafter. Invoices must state the Agreement number and the purchase order number. The Contractor shall not be permitted to increase an invoice by adding any credit restriction surcharge. Invoices that do not meet the stated requirements shall not be processed by AMT.

16.2. The invoice must comply with the statutory requirements pursuant to the Dutch Value Added Tax Act (*Wet op de Omzetbelasting*).

16.3. Unless agreed otherwise, payment shall be made within sixty (60) days after the Contractor has fulfilled its obligations to the satisfaction of AMT and the invoice has been received by AMT.

16.4. Any exceedance by AMT of the payment term of an invoice due to an alleged substantive inaccuracy or attributable failure in the performance of the Agreement shall not entitle the Contractor to suspend its obligations.

16.5. AMT shall at all times be entitled to set off any amounts owed by AMT to the Contractor against any claims whatsoever that AMT, or any company affiliated with AMT, has or may have against the Contractor.

16.6. The Contractor's right to claim any amounts due from AMT shall lapse and be time-barred one (1) year after the day on which the Supply underlying such amounts has ended.

16.7. All payments made prior to settlement of the final account shall be deemed advance payments. No rights may be derived from such payments, and they shall not constitute an acknowledgement of the correctness of the invoices to which they relate, nor of the existence or enforceability of any claim.

16.8. Payment by AMT shall not constitute acceptance or acknowledgement that the Supply performed complies with the provisions of the Agreement.

16.9. The Contractor shall, at all times and at AMT's first request, provide such personal or corporate security as requested by AMT.

16.10. AMT shall be entitled to set off any damages suffered by AMT as a result of a failure by the Contractor, and any damages and claims arising from any termination of the Agreement, including amounts to be repaid by the Contractor to AMT, against any amounts owed by AMT to the Contractor.

16.11. AMT shall be entitled to suspend payment in respect of any rejected Supply. Furthermore, AMT shall be entitled to suspend payments to the Contractor if the Contractor fails to perform its contractual obligations or fails to do so in a timely or complete manner.

16.12. The Contractor hereby waives any right of retention that it may assert against AMT.

16.13. The Contractor shall only be entitled to claim statutory interest after it has placed AMT in default in writing following the date on which payment should have been made at the latest, and AMT has failed to make payment within the period stated in such notice of default. Any claim for interest by the Contractor shall in no event include compound interest.

16.14. The Contractor shall not be entitled to claim interest if the non-payment by AMT is the result of an attributable failure by the Contractor to perform the Agreement, insofar as such failure entitles AMT to invoke suspension with respect to the amount on which interest is claimed.

Article 17. Environment and safety

17.1. The Contractor shall be obliged to perform its activities in compliance with all applicable environmental regulations and statutory requirements. The Contractor shall be deemed to be prepared for (environmental) emergency situations and shall take appropriate measures to prevent and mitigate any adverse environmental effects associated therewith.

17.2. The Contractor undertakes to maintain the safety measures implemented by it. Any unsafe situations identified by the Contractor in relation to safety measures implemented by AMT shall be remedied or arranged to be remedied by the Contractor and shall be reported to AMT without delay.

17.3. The Contractor undertakes to strictly observe all safety regulations specified by AMT.

Article 18. Confidentiality

18.1. The Contractor shall not, prior to, during or after the performance of the Agreement, disclose any information regarding the Agreement to third parties without AMT's prior written consent.

18.2. The Contractor, its personnel and/or any third parties engaged by it shall be bound by strict confidentiality with respect to all information relating to AMT that they obtain in connection with the Agreement or its performance.

18.3. The Contractor shall impose the same confidentiality obligations in writing on any third parties involved by it in the performance of the Agreement.

18.4. If the Contractor fails to comply with the obligations set out in the preceding paragraphs, the Contractor shall be liable to AMT for an immediately due and payable penalty of EUR 25.000 per breach and an additional penalty of EUR 5.000 for each day the breach continues. This shall be without prejudice to AMT's right to claim full compensation for damages from the Contractor.

Article 19. (Intellectual) property and risks of goods, materials, equipment, drawings, documents and similar items

19.1. The Contractor warrants that the performance of the Agreement shall not infringe any intellectual property rights or other rights of third parties.

19.2. The Contractor shall indemnify AMT against any claims arising from any infringement of the rights referred to in the preceding paragraph of this Article and shall compensate AMT for all damages resulting from any such infringement.

19.3. All drawings, designs, specifications, manuals, (source) codes, specific software and other documents and data carriers made available by AMT to the Contractor, or produced by the Contractor on behalf of AMT, shall remain the exclusive property of AMT and may be used by AMT without any restriction. The Contractor shall not copy, disclose or otherwise use such documents and data carriers without AMT's prior

written consent, other than for the performance of the Agreement.

19.4. All goods, documents, results and working methods developed or caused to be developed by the Contractor in cooperation with or on behalf of AMT, including but not limited to drawings, calculations, models, software and computer files, shall vest exclusively in AMT. Any knowledge acquired by the Contractor in the course of such development may be used solely for the benefit of AMT and shall not be disclosed to third parties or used for the Contractor's own benefit or for the benefit of third parties without AMT's prior written consent.

19.5. If, in the context of the Agreement, AMT makes goods available to the Contractor, inter alia for the purpose of processing, assembly, supervision, testing, treatment, combination or commingling with goods not owned by AMT, AMT shall remain or become the owner of the goods thus created.

19.6. The properties of AMT referred to in Articles 19.3, 19.4 and 19.5 shall be used by the Contractor solely within its own organisation insofar as necessary for the performance of the Agreement. The Contractor may only make such properties available to third parties, copy, reproduce or otherwise exploit them with AMT's prior written consent. Unless agreed otherwise, any financial benefits arising therefrom shall accrue to AMT. Under no circumstances shall the provision of properties by AMT imply any transfer of ownership rights to the Contractor. The use of AMT's properties shall be entirely at the Contractor's risk.

19.7. The Contractor shall be obliged to keep all properties made available by AMT, as well as all goods that have become the property of AMT in the context of the Agreement, clearly marked and physically segregated, and to administer and identify them in such a manner that it is unequivocally established at all times - including in the event of the Contractor's bankruptcy and/or attachment - that such goods are the property of AMT.

19.8. If the Contractor has not lodged a written complaint with AMT within two (2) business days after receipt of properties made available by or on behalf of AMT, such properties shall be deemed to have been made available to the Contractor free of defects. The Contractor shall be obliged to hold, use and maintain the properties made available to it with due care and in accordance with the applicable instructions, failing which the Contractor shall be liable for the damages suffered by AMT as a result thereof.

19.9. Ownership of the Supply shall transfer upon Delivery, provided that the Supply has been approved by AMT and complies with the Agreement.

19.10. Ownership shall transfer in full and without any retention of title.

19.11. AMT shall be entitled to require that ownership of the Supply be transferred at an earlier moment than agreed. In such case, the Contractor shall mark the Supply as clearly identifiable property of AMT. Such goods shall nevertheless remain in the possession of the Contractor at the Contractor's cost and risk.

Article 20. Source code and user license for software

20.1. If the Supply to be performed by the Contractor consists (in part) of the delivery of computer software that has been specifically developed for AMT, the Contractor shall transfer the source code to AMT.

20.2. If the performance to be delivered by the Contractor consists of the delivery of computer software that has not been specifically developed for AMT, AMT shall - notwithstanding Article 19 - acquire a non-exclusive, worldwide and perpetual user licence to such software, solely for the normal use and proper functioning of the goods. If part of the software has been specifically developed for AMT, Articles 19 and 20.1 of these General Terms and Conditions shall apply in full to that part. AMT shall be entitled to transfer the licence or grant sublicences. Upon sale of the goods by AMT to a third party, the licence shall by operation of law transfer to the purchaser of the goods.

20.3. AMT shall not owe the Contractor any compensation for the acquisition of the source code referred to in paragraph 1 of this Article or for the user licence referred to in paragraph 2 of this Article.

Article 21. Prohibition of assignment and pledge

21.1. The Contractor shall not be permitted to assign, pledge or otherwise transfer, under any title whatsoever, any claims arising from the Agreement with AMT to a third party, nor to create or allow the creation of any limited right thereon, without AMT's prior consent. This prohibition constitutes a clause within the meaning of Section 3:83(2) of the Dutch Civil Code (*Burgerlijk Wetboek*) and has proprietary effect.

Article 22. Termination

22.1. Without prejudice to the provisions of the other Articles of these General Terms and Conditions, AMT shall be entitled to terminate the Agreement, in whole or in part, with immediate effect and without notice of default and/or judicial intervention, if:

a. a petition for bankruptcy is filed against the Contractor, the Contractor files for bankruptcy itself, is declared bankrupt, applies for or is granted a suspension of payments, proceeds to liquidate (part of) its business, offers a composition to its creditors, offers a composition within the meaning of the Dutch Act on Court Confirmation of Private Restructuring Plans (*Wet Homologatie Onderhands Akkoord - WHOA*), or otherwise proves to be insolvent;
b. the Contractor invokes force majeure in respect of a failure to perform its obligations;
c. the Agreement between the Principal and AMT is terminated or suspended;
d. control over the Contractor's business is transferred to another party, unless the Contractor demonstrates that the performance of the Agreement will not be adversely affected thereby, and AMT subsequently grants its approval;
e. the Contractor, its personnel or third parties engaged by it act in breach of Article 4;
f. the agreed delivery deadlines or (whether or not resulting from delivery schedules) milestones are exceeded, or it is already apparent prior to the expiry of the relevant deadline that such deadline will be exceeded, or such milestone will not be met;
g. the materials intended for the Supply do not comply with the agreed requirements as to quality, dimensions, tolerances, characteristics, or otherwise.

22.2. Termination shall not affect any warranty obligations. In the event of termination as referred to in paragraph 1, sub a, of this Article, AMT shall be entitled to an amount equal to at least five percent (5%) of the total price or contract sum as compensation for the fact that the Contractor will no longer be able to fulfil its warranty obligations.

22.3. In the event of termination as referred to in paragraph 1 of this Article, AMT shall never be liable for any form of compensation whatsoever. The Contractor shall indemnify AMT against any third-party claims arising as a result of the termination.

22.4. In the event of termination, AMT shall - without prejudice to its statutory rights - have the following rights with respect to the unperformed Supply and that part of the Agreement already performed but which can no longer be effectively used as a result of the termination:

- the right to return, at the Contractor's cost and risk, goods already delivered and to claim restitution of payments made by AMT in respect thereof;
- the right to compensation by the Contractor for the additional costs incurred by AMT for the (re)purchase of goods not yet delivered or for a reasonable

replacement of goods not received and/or retained by AMT;
- the right to have the Supply still to be performed under the Agreement carried out by third parties at the Contractor's cost and risk.

22.5. All claims that AMT may have or acquire against the Contractor pursuant to this Article shall become immediately and fully due and payable.

22.6. If, in AMT's opinion, there are reasonable grounds to fear that the Contractor will not properly or timely perform its obligations towards AMT, the Contractor shall, at AMT's first request, immediately provide adequate security for the full performance of all its obligations, in a form to be determined by AMT.

22.7. If and insofar as none of the grounds for termination as referred to in the preceding paragraphs of this Article apply, AMT shall at all times be entitled to terminate the Agreement in whole or in part. Only in such case, AMT shall reimburse the Contractor solely for the demonstrable and reasonably incurred costs made up to the moment of termination.

22.8. AMT shall never be obliged to pay any (damages) compensation, including any compensation as referred to in Section 7:764(2) of the Dutch Civil Code (*Burgerlijk Wetboek*).

Article 23. Disputes and governing law

23.1. All disputes, including those regarded as such by only one of the parties, arising out of or in connection with the Agreement between AMT and the Contractor shall be submitted to the civil courts.

23.2. By way of derogation from paragraph 1 of this Article, AMT shall be entitled to have a dispute resolved by the forum stipulated in the agreement between the Principal and AMT.

23.3. If disputes arise for whatever reason, the Contractor shall not be entitled to suspend or amend its obligations under the Agreement. The Contractor hereby fully and irrevocably waives any right of retention.

23.4. In the event of a breach of the provisions of paragraph 3 of this Article, the Contractor shall forfeit to AMT an immediately due and payable penalty of 0.5% of the agreed total price per calendar day. This penalty may be claimed in addition to damages pursuant to statutory law.

23.5. The Agreement shall be governed exclusively by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply, nor shall any other international convention whose exclusion is permitted.

23.6. The Dutch civil court having jurisdiction in Breda shall have jurisdiction to hear disputes. AMT may deviate from this jurisdiction clause and apply the statutory rules on jurisdiction.

23.7. If the English version of these General Terms and Conditions applies to an Agreement, the Dutch version shall prevail in the event of any differences in interpretation.

PART B: SUPPLY OF GOODS

Article 24. Delivery

24.1. Unless agreed otherwise in writing, Delivery by the Contractor shall take place DDP (Delivered Duty Paid), in accordance with the definitions set out in the most recent version of the Incoterms in force on the date the Agreement is concluded, unloaded at the location specified by AMT in the order. If, prior to Delivery, AMT requests delivery to a location other than that specified in the order, the Contractor shall comply with such request unless this cannot reasonably be required of the Contractor. The Supply shall be transported by or on behalf of, and at the cost and risk of, the Contractor. The Contractor shall ensure proper packaging of the Supply. Any defect and/or damage arising at or during loading, transport and/or unloading shall be for the Contractor's account, unless the Contractor proves that such damage was caused by intent or wilful recklessness on the part of AMT.

24.2. AMT and the Contractor may agree that AMT will arrange the transport. In such case, the risk relating to, inter alia, storage, loading, transport and unloading shall nevertheless remain with the Contractor. The Contractor may insure itself against these risks.

24.3. The Contractor shall endeavour to handle packaging in a sustainable manner, including by considering reuse, biodegradable materials and similar measures.

24.4. At AMT's request, the Contractor shall postpone Delivery for a reasonable period to be specified by AMT. Such postponement shall not affect the Contractor's obligation to perform as set out in the Agreement.

24.5. The Contractor shall only be entitled to make partial Deliveries if this has been agreed with AMT.

24.6. Each Delivery shall be accompanied by a packing list and a consignment note, stating the Agreement number and containing a correct description of the delivered materials and quantities.

24.7. If AMT is unable to take delivery of the goods, the Contractor shall take measures to store or have the goods stored at the Contractor's cost and risk until Delivery can take place.

24.8. No later than upon the first Delivery, the Contractor shall provide AMT with all relevant documentation relating to the Supply.

24.9. If a penalty has been stipulated for late Delivery, payment of such penalty shall not prejudice AMT's other rights, including the right to demand performance and the right to claim damages.

PART C: PROVISION OF SERVICES

Article 25. Prohibition of further subcontracting and hiring of personnel

25.1. Without AMT's prior written consent, the Contractor shall not subcontract the works, or any part thereof, to another party, nor hire personnel for the performance of (parts of) the works.

25.2. If AMT grants consent for subcontracting or hiring of personnel, the provisions of Articles 26, 27 and 30 shall in any event apply. In addition, the Contractor shall be obliged to impose the provisions of these Articles on its contractual counterparty and to ensure that such counterparty fully incorporates these obligations into any agreements it enters into for the performance of (parts of) the works.

Article 26. Chain liability in subcontracting

26.1. If chain liability for wage taxes applies in the event of subcontracting, the Contractor shall be obliged to maintain a blocked bank account (g-account) and, at AMT's first request, provide AMT with a copy of the original g-account agreement.

26.2. AMT shall at all times be entitled to pay the agreed portion of an invoice amount to the Contractor by depositing such amount into the Contractor's g-account. If no portion has been agreed in advance, AMT shall determine at its own discretion which portion of the invoice amounts shall be deposited into the g-account. Any deposit made by AMT into the g-account shall constitute full and discharging payment towards the Contractor.

26.3. The Contractor shall be obliged to provide AMT every three (3) months with a new, original statement of payment behaviour issued by the Dutch Tax Authorities (*Belastingdienst*).

26.4. Prior to the commencement of the works, the subcontractor shall be obliged to submit in writing the following details of all employees (directly or indirectly) to be deployed:
- name, address and place of residence;
- date of birth;
- citizen service number (*burgerservicenummer - BSN*);
- nationality;
- type of identity document, number and validity period;
- where applicable: the presence of an A1 certificate, residence permit, work permit and online notification

with the Dutch Ministry of Social Affairs and Employment (*Ministerie van Sociale Zaken en Werkgelegenheid*).

26.5. All labour forces engaged by the Contractor - meaning all persons performing work - shall, prior to and during the performance of the works, carry an original and valid identity document and, where applicable, residence documents, work permits and A1 certificates, for the purpose of inspections to be carried out by AMT. AMT shall be entitled to deny such labour force access to the site where the works are performed or to remove such labour force from the site if these requirements are not met. The Contractor shall be liable for all damages resulting therefrom.

26.6. The Contractor shall organise its administration in such a manner that the following documents and/or data can be retrieved immediately or almost immediately:

- the agreement, or the contents thereof, on the basis of which the Contractor has performed the Supply for AMT;
- the data relating to compliance with that agreement, including records thereof;
- the persons who have performed work and the days and hours during which such persons have performed work;
- the payments made in connection with the said agreement.

26.7. in the event of the Contractor's bankruptcy, AMT shall be entitled to suspend its payment obligations until AMT has received a statement from the Dutch Tax Authorities (*Belastingdienst*) indicating whether, and to what extent, AMT is held liable for unpaid wage taxes and VAT of the Contractor. Any amount that AMT is required to pay to the Dutch Tax Authorities (*Belastingdienst*) may be set off against any amounts still owed by AMT to the Contractor.

26.8. The Contractor shall, at AMT's first request, immediately provide all information that AMT deems necessary for its administration or that of its Principal.

Article 27. Invoicing

27.1. The Contractor's invoices must comply with the requirements set out in Section 35a of the Dutch Value Added Tax Act (*Wet op de Omzetbelasting*). In addition, the Contractor shall clearly and comprehensively state on its invoices:

a. the date of issue;
b. a sequential number, using one or more series, by which the invoice is uniquely identified;
c. the name and address of AMT;
d. the name and address of the Contractor;
e. whether the VAT reverse-charge mechanism applies and, if not, the amount of VAT charged;
f. the VAT identification number of the Contractor;
g. the VAT identification number of AMT, if the VAT is reverse-charged to AMT.
h. the invoice amounts, broken down per VAT rate and further subdivided into unit price and any discounts applied.
i. the number or reference, if any, of the Agreement for which the invoiced performance has been rendered;
j. the period(s) during which the performance was rendered;
k. the description or reference of the works to which the payment relates;
l. if applicable: the number of the Contractor's g-account;
m. the amount of labour costs and (separately) the percentage of wage taxes applicable to the wage amount.

27.2. The Contractor shall attach to each invoice a specification of the hours worked. With respect to deployed employees, such specification shall at least state the initials, surname and date of birth of such employees, as well as the days and hours during which they performed work. The Contractor shall also submit a document evidencing its entitlement to payment, such as a signed work order or site report.

27.3. AMT shall only pay invoices after the works, or the part of the works to which an instalment payment relates, have been approved by AMT and the invoices otherwise comply with the requirements of this Article.

Article 28. Hiring of personnel by the Contractor

28.1. If the Contractor hires personnel for the performance of the works, it shall comply with the following provisions:

- the Contractor shall deposit twenty-five percent (25%) of each invoice amount (including VAT) into the lender's g-account; in the event of VAT reverse charge, this percentage shall be twenty percent (20%);
- with each payment, the Contractor shall state the invoice number and any other identifying details of the invoice;
- the Contractor's administration must provide immediate insight into the details of the hiring, the man-hour records and the payments made;
- the citizen service numbers (*BSN*) of the hired personnel must be known to the Contractor;
- the Contractor must be able to demonstrate the identity of the hired personnel, and the presence of any residence permits or work permits.

28.2. The Contractor may only hire personnel from a lender that complies with NEN 4400-1 or NEN 4400-2 and is listed in the register of the Labour Standards Foundation (*Stichting Normering Arbeid - SNA*).

28.3. The Contractor shall be obliged to agree with the lender that the lender must state on its invoices:

- the number or reference of the agreement to which the invoice relates;
- the period or periods to which the invoice relates;
- the description or reference of the works to which the invoice relates.

Article 29. Indemnification for wage taxes and VAT

29.1. The Contractor shall indemnify AMT against any claims of the Dutch Tax Authorities (*Belastingdienst*) or the Employee Insurance Agency (*Uitvoeringsinstituut Werknemersverzekeringen - UWV*) in connection with:

a. wage tax and national insurance contributions not remitted by AMT;
b. wage taxes (wage tax and social security contributions) and VAT not remitted by the Contractor;
c. wage taxes not remitted by any parties to whom (parts of) the works have been subcontracted;
d. wage taxes and VAT not remitted by any parties from whom personnel has been hired for the performance of (parts of) the works.

29.2. In particular, upon AMT's first written request, the Contractor shall immediately reimburse AMT, to a bank account designated by AMT, for the following costs:

a. the full legal fees of AMT relating to enforcement actions by competent authorities against AMT, insofar as such actions relate to the matters referred to in paragraph 1 of this Article;
b. all other costs relating to such enforcement actions, including court fees and expert costs;
c. the costs of any amounts AMT may be ordered to pay to the competent authorities in connection with the matters referred to in paragraph 1 of this Article and which judgment is enforceable.
d. any other costs relating to the matters referred to in paragraph 1 of this Article and borne by AMT.

29.3. AMT shall be entitled to set off any amounts payable by the Contractor pursuant to paragraphs 1 and 2 of this Article against any amounts owed by AMT to the Contractor on any ground whatsoever.

Article 30. Chain liability for wages (Act on Tackling Sham Constructions - *Wet aanpak schijnconstructies*)

30.1. The Contractor shall be obliged to:

a. comply, in the performance of the works, with all applicable laws and regulations and any applicable collective labour agreement (*Collectieve Arbeidsovereenkomst - CAO*).
b. record all employment-related arrangements for the performance of the works in a transparent and accessible manner.
c. grant competent authorities, upon request, access to such employment-related arrangements and cooperate with inspections, audits or wage validation.
d. grant AMT, upon request, access to such employment-related arrangements if AMT deems this necessary in connection with the prevention or handling of a wage claim relating to work performed for the execution of the works.

30.2. If the Contractor breaches the obligations set out in this Article, AMT shall be entitled - after notice of default - to terminate the Agreement in whole or in part.

30.3. The Contractor shall indemnify AMT against claims by employees pursuant to Sections 7:616a and 7:616b of the Dutch Civil Code (*Burgerlijk Wetboek*) relating to the non-payment of wages due.

30.4. If the Contractor subcontracts (parts of) the works, the Contractor shall be obliged to impose the obligations set out in paragraph 1 of this Article on the party to whom the works are subcontracted and to stipulate that such party fully incorporates these obligations into any agreements it enters into for the performance of (parts of) the works.

Article 31. Organization of the works

31.1. The Contractor shall be obliged to comply exclusively with the orders and instructions issued by AMT.

31.2. AMT shall be entitled to deny the Contractor's personnel access to the works or to have such personnel removed, for example due to unsuitability, disturbance of order, misconduct or similar reasons, without any obligation to compensate the Contractor for any damage suffered as a result thereof.

31.3. The working and rest times applicable at the works, as well as any generally or locally recognised rest days, public holidays, vacation days or other non-working days prescribed by law, government authorities or pursuant to a collective labour agreement (*CAO*), shall also apply to the Contractor and its personnel performing work at the site. Any damage suffered by the Contractor as a result thereof may not be recovered from AMT. The same shall apply if, due to strikes or other causes at AMT or third parties, the services of the Contractor cannot be used.

31.4. Unless agreed otherwise, the Contractor shall ensure that a fixed site supervisor (foreman) is present at the works from the commencement of the works until completion, with whom both organisational and technical arrangements can be made. The name of such site supervisor shall be known to the persons or bodies designated by AMT.

31.5. The Contractor shall provide its employees with appropriate personal protective equipment and shall supervise its proper use. All costs arising therefrom shall be borne by the Contractor.

31.6. The Contractor shall ensure such staffing levels that the performance of the works is fully aligned with the schedule determined by AMT and does not cause other works to be delayed. If AMT amends the schedule or progress, the Contractor shall adapt accordingly. Changes in staffing levels shall only be permitted with AMT's consent.

31.7. If the Contractor is co-insured under a Construction All Risks (CAR) policy of AMT or its Principal and damage occurs caused by the Contractor, the Contractor shall reimburse AMT for the deductible, any uninsured damage and the costs incurred.

31.8. The Contractor shall ensure that any equipment qualifying as motor vehicles (subject to the *WAM*) is adequately insured. The operational risk shall also be insured. In addition, the Contractor shall maintain adequate insurance coverage for damage arising from or in connection with the use of any other equipment deployed by the Contractor

31.9. With regard to cables, pipelines and other above-ground or underground property of third parties, the Contractor shall at all times remain responsible for locating their position. The Contractor shall immediately inform AMT of any damage.

31.10. Required materials such as scaffolding, aerial work platforms, lifting equipment and small tools, including hand tools, measuring instruments, mobile scaffolds, ladders and steps, shall be provided by the Contractor and are included in the total price.

31.11. If works are to be performed on or to already completed parts of the works, such as plastered walls, tiling, painting or similar finishes, the Contractor shall take protective measures to prevent damage and/or contamination. Any damage and/or contamination observed during or after the works shall be deemed to have been caused by the Contractor.

31.12. Upon completion of the works, the Contractor shall deliver the works broom-clean and leave the construction site clean.

Article 32. Work permits

32.1. The Contractor shall strictly comply with the provisions of the Dutch Foreign Nationals Employment Act (*Wet arbeid vreemdelingen - WAV*). The Contractor shall ensure that only persons who hold all required documents and permits are allowed to perform work at the site, including in particular, but not limited to, the required work permits or combined residence and work permits

32.2. The Contractor shall indemnify AMT against all claims by third parties, including for example fines imposed by the Dutch Labour Inspectorate (*Inspectie van Sociale Zaken en Werkgelegenheid*), resulting from the Contractor's breach of the provisions set out in paragraph 1 of this Article

32.3. If an administrative fine has been imposed on AMT due to its own intent or gross negligence in failing to comply with obligations under the Dutch Foreign Nationals Employment Act (*WAV*), AMT shall, notwithstanding paragraph 2 of this Article, not be entitled to recover such fine from the Contractor.

Article 33. Permits and safety measures

33.1. The Contractor shall, at its own expense, obtain and maintain all permits and implement all safety measures required in connection with the deliveries to be made and the performance of the works undertaken by the Contractor.