

General Terms and Conditions of Purchasing and Subcontracting of AMT Group B.V.

version January 2025

Article 1. Definitions

- 1.1. Agreement: the agreement between AMT and the Contractor to perform work and/or supply goods and/or services by the Contractor, including its appendices, to which these General Terms and Conditions have been declared applicable.
- 1.2. AMT: AMT Group B.V. and/or its subsidiaries and/or its affiliated group companies as well as the joint ventures in which AMT participates.
- 1.3. Client: the client of AMT.
- 1.4. Contractor: the natural person or legal entity with whom AMT has entered into the Agreement.
- 1.5. Delivery: the delivery of the Supply.
- 1.6. General Terms and Conditions: the present General Terms and Conditions for Purchasing and Subcontracting of AMT Group B.V., version January 2025.
- 1.7. Offer: a written communication or proposal addressed by the Contractor to AMT to perform work and/or supply goods and/or services.
- 1.8. Offerrer: the natural person or legal entity which makes or has made AMT an Offer to supply goods, perform services and/or carry out work, whether or not on a subcontracting basis.
- 1.9. Purchase Order: the order from AMT to the Offerrer, including its appendices, regarding the performance of the Supply.
- 1.10. Request for Proposal: an invitation issued by AMT to make an Offer.
- 1.11. Supply: the goods to be delivered, the services to be provided and/or the work to be performed, whether or not as a subcontractor.

Article 2. General

- 2.1. Part A of these General Conditions shall apply to all Agreements.
- 2.2. Part B of these General Terms and Conditions shall apply if and to the extent the Agreement (also) provides for the delivery of goods.
- 2.3. Part C of these General Terms and Conditions shall apply if and to the extent the Agreement (also) provides for the contracting of work or the supply of services.
- 2.4. These General Terms and Conditions shall apply to all requests, offers, orders, purchase orders, order confirmations, agreements and other legal acts relating to the Delivery to be performed by the Contractor to AMT.
- 2.5. Deviations from and/or additions to these General Terms and Conditions shall only apply when expressly confirmed in writing by AMT to the Contractor.
- 2.6. In the event that the content of the Agreement differs 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 these General Terms and Conditions is/are void or otherwise non-binding, this shall not affect the validity and applicability of the other provisions. The parties undertake to reach a mutually agreed settlement that approximates as closely as possible the scope of the non-binding provision within the framework of these General Terms and Conditions.
- 2.8. If the Contractor performs work as well as delivers goods and services on behalf of AMT, all three chapters shall apply in parallel.
- 2.9. The articles of these General Terms and Conditions containing provisions of a continuing nature shall retain their validity even after the termination of the Agreement so that the obligations arising for the Contractor from those articles shall also continue after the termination of the Agreement.
- 2.10. Provisions and/or general (delivery) conditions of the Contractor are not applicable and are expressly rejected unless expressly accepted by AMT in writing.

PART A: GENERAL TERMS AND CONDITIONS, APPLICABLE TO ALL AGREEMENTS

Article 3. Offer and Order

- 3.1. A written Offer addressed to AMT shall bind the Offerrer for the period specified in AMT's Request for Proposal, and/or in any event shall not be shorter than six months from the date of the Offer.
- 3.2. Requests for Proposals from AMT to Offerrer for an Offer shall in no way bind AMT.
- 3.3. The Offer must be in conformity with the Request for Proposal of AMT and shall in any event state the price, delivery time or delivery period(s) in respect of the goods and/or services offered to AMT, the guarantee periods of the goods and/or services offered to AMT, as well as such information which is necessary for AMT to make a purchasing decision. If the Offer does not comply with the provisions of the previous sentence, it shall nevertheless be deemed to have been submitted in accordance with AMT's Request for Proposal, unless the Offerrer has expressly indicated deviations therefrom.
- 3.4. An Agreement is only concluded:
 - a. by the Offerrer signing the Purchase Order that AMT has sent to the Offerrer with the request to return it unchanged and signed within 14 days from the date of dispatch: or
 - b. if the Offerrer fails to return the Purchase Order in accordance with subsection a of this article and does not submit a written objection to the content of the Purchase Order, or has commenced execution of the Purchase Order, in which case the Offerrer shall be deemed to have accepted the Purchase Order under the terms set out in the Purchase Order and subject to these General Terms and Conditions.
- 3.5. By accepting the Purchase Order given by AMT, the Offerrer becomes the Contractor in relation to AMT.
- 3.6. An increase in cost-determining factors that occurred after the conclusion of the Agreement remains the responsibility of the Contractor, regardless of the period that has elapsed between the conclusion of the Agreement and its execution. If the Contractor submits its Offer as part of AMT's participation in a tendering procedure, the Contractor must stand by its Offer and maintain fixed pricing in accordance with the deadline specified in the Request for Proposal. In the absence of such deadline, the Contractor must stand by its Offer and maintain fixed pricing until six months after the award of the work by the Client to AMT.
- 3.7. All costs associated with making Offers, including the costs of advice, drawing work and the like incurred by or on behalf of the Contractor, shall not be reimbursed by AMT.
- 3.8. The Contractor is deemed to be familiar with all statutory and other applicable (national and non-national) regulations, guidelines, prescriptions, certificates and standards (such as, but not limited to: NEN, ISO, SPC, OVS and ICE) which affect the performance of the Agreement and must comply with these in full.
- 3.9. Agreements are only entered into by AMT under the resolutive or suspensive condition that the Client approves this Agreement or that the Delivery of AMT to the Client in connection with which the Agreement is entered into actually takes place in full.
- 3.10. If the Agreement, or a particular obligation thereunder, is entered into by AMT with more than one Contractor, all Contractors involved in the Agreement or the relevant part shall be jointly and severally bound and jointly and severally liable towards AMT.
- 3.11. The agreed price is fixed and binding, exclusive of sales tax (VAT) and includes all direct and/or indirect costs incurred or to be incurred by the Contractor, unless the Agreement expressly provides otherwise. All costs related to the preparation and execution of the Agreement are deemed to be included in the agreed price. Changes in prices, wages, costs, social charges, taxes and other cost-increasing factors, including risks, are not deductible, regardless of the period that has elapsed between the conclusion of the Agreement and its execution.
- 3.12. Unilateral indexations by the Contractor will not be accepted.
- 3.13. Unless expressly stated otherwise, the agreed price includes travel and accommodation expenses.

Article 4. Governance and Integrity

- 4.1. In its business operations in general and in the performance of the Agreement in particular, the Contractor is expected to comply with all relevant laws and regulations, expressly including but not limited to provisions relating to competition, the environment and working conditions. The Contractor shall furthermore endeavour to contribute to corporate social responsibility.
- #### Article 5. Modifications
- 5.1. AMT is authorized to require that the scope and/or quality of the work to be performed, respectively the goods and services to be supplied, be changed.
 - 5.2. If, in the opinion of the Contractor, this has consequences for the agreed price and/or delivery time, he shall, before acting on the change, inform AMT in writing within seven calendar days, after which AMT and the Contractor shall agree on a new price and delivery time.
 - 5.3. If in the case of paragraph 2 of this article, no agreement is reached on a new price and delivery time, AMT is authorized to terminate the Agreement. The work performed and/or goods delivered and/or services rendered until then, together with the costs directly associated with termination, shall be reimbursed by AMT to the Contractor.

Article 6. Subcontracting

- 6.1. The Contractor is not permitted to have the Agreement or any part thereof performed by third parties without having received AMT's prior written consent.
- 6.2. If the Contractor assigns the Delivery - wholly or partly - to another supplier/subcontractor with due observance of article 4.1, it must draw up a written agreement to that effect. The Contractor must ensure that the other supplier/subcontractor binds itself legally to the Contractor in the same way and under the same conditions as the Contractor does or has done in respect of AMT. At AMT's first request, the Contractor shall provide a copy of the aforementioned agreement. The Contractor shall indemnify AMT against all claims of third parties in respect of (indirectly) resulting from such agreement.

Article 7. Warning Obligation

- 7.1. The Contractor has a duty to warn. If the Contractor discovers, or could reasonably have discovered, errors and/or ambiguities in orders and/or instructions given by AMT or in drawings, descriptions and the like which have been made available, he is obliged to notify AMT thereof in writing as soon as possible. If the Contractor fails to point this out, he shall be deemed to be acting contrary to the Agreement and good faith and shall be liable for any resulting harmful consequences.
- 7.2. As soon as the Contractor suspects, knows or ought to know that he is unable to perform the Agreement, in full or in a timely manner, the Contractor shall immediately inform AMT of this in writing. The Contractor is liable for all damage which AMT suffers as a result of non-performance and indemnifies AMT against all possible claims and consequences, by whatever name - in any case including any fines imposed by the Client, claims of third parties of a non-timely and/or incorrect Delivery.
- 7.3. The Contractor is obliged to inform AMT in advance of any change in the composition or properties of the Supply. If the Contractor fails to do so, the Contractor shall be liable for all damage which may arise for AMT as a result of such change.

Article 8. Information

- 8.1. If in the Agreement or its appendices, AMT refers to technical, safety, quality or other regulations, which are not attached to the Agreement, the Contractor is deemed to know them, unless he immediately informs AMT in writing of the contrary. AMT will then inform the Contractor in more detail about the regulations.
- 8.2. If drawings, specifications, instructions, inspection regulations and the like made available by AMT or approved by AMT are used in the performance of the Agreement, they form part of the Agreement.

Article 9. Non-competition

- 9.1. The Contractor shall refrain from making price offers to the Client in connection with an extension or modification of the work performed by AMT. Nor shall the Contractor make other agreements or arrangements with the Client regarding matters relating to the performance of the work and/or supply of items and/or services. Orders or instructions of the Client shall be carried out by the Contractor only after AMT's consent.

Article 10. General Obligations of Contractor

- 10.1. Contractor shall perform the Delivery and related services and work accurately and completely in accordance with the Agreement and with skilled and knowledgeable persons. The Agreement includes, without any right to additional payment, all work which by the nature of the Supply is part of the Agreement. The Supply must in all respects be suitable for the purpose for which the Supply is intended and must be equal to sample(s), model(s) or specification(s), which have been made available or provided by AMT and/or Client. The Supply must be provided with quality declarations and/or quality marks required by law and/or requested by AMT.
- 10.2. The Contractor must ensure, at his own expense, that any permissions, permits or licences required for the performance of the Agreement are obtained in good time and that the conditions set out therein or thereby are complied with. If the Contractor fails to do so, the Contractor shall be solely liable for the consequences thereof and the Contractor shall indemnify AMT against all damage and costs arising therefrom.
- 10.3. The performance of the Contractor's work must be fully coordinated with AMT's schedule in such a way that other work does not stagnate. In the event of acceleration or delay, the Contractor shall adjust to the changed schedule/progress without claiming any compensation.
- 10.4. (Partial) Deliveries and materials under the Supply and/or partial deliveries can only be regarded as definitively accepted by AMT after approval as such. Approval does not release the Contractor from its obligations with regard to the quality of the Supply and compliance with the requirements set out in the Agreement. AMT is entitled to withhold or revoke said approval if AMT in turn has not received approval from the Client. In that case AMT is entitled to suspend its payment obligations towards the Contractor until the Supply has been approved, or to set off its costs for repair work against invoices of the Contractor which have been made payable, without prejudice to AMT's right to claim damages and/or performance with alternative compensation from the Contractor.
- 10.5. The Contractor is liable for all damage suffered by AMT as a result of the Contractor's failure to comply with laws and regulations in the performance of the Agreement and indemnifies AMT against all claims and consequences arising therefrom, such as - but not limited to - fines imposed on the Client and/or AMT on account of breach of laws and regulations.
- 10.6. Contractor shall proactively inform AMT in the event that the goods belonging to the Supply or parts thereof will become "End of Sale (EOS)" and Contractor shall to the best of its ability provide AMT with a final opportunity to place another Purchase Order for such goods and/or parts. Contractor shall notify AMT at least six months prior to an "End of Sale" announcement of such goods and/or parts. Without prejudice to the foregoing obligation, Contractor shall further be required to notify AMT in writing of an "End of Sale" announcement of Contractor's suppliers relevant to AMT no later than five business days after Contractor receives such announcement.

Article 11. Quality, inspection and testing

- 11.1. Without prejudice to the Contractor's obligation to carry out the necessary inspections himself, AMT and its Client and/or third parties

- on the instructions of the Client are at all times entitled during the execution of the work, or prior to the Delivery, to carry out inspections, tests and examinations (or have them carried out), to which the Contractor shall cooperate without any further costs for AMT and, at AMT's request, shall make personnel and material assistance available to AMT for the purpose of the examination, test and/or inspection. The Contractor shall ensure that any suppliers also render all their cooperation to this end.
- 11.2. Whether or not AMT has exercised the right mentioned 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 should appear that the items or work do not meet the requirements set out in the Agreement, AMT shall grant the Contractor a reasonable period of time to ensure that the items and/or work still meet the aforementioned requirements. If, after a second inspection, test and/or examination, the goods or activities still do not meet the requirements, AMT is entitled, without prejudice to its other statutory rights, to terminate the Agreement in whole or in part without any notice of default or judicial intervention being required and without owing the Contractor any compensation in that respect.
 - 11.4. The costs of the second inspection, test and/or examination, as referred to in paragraph 3 of this article, will be borne by the Contractor.
 - 11.5. In case of approval, the Contractor is not released from any warranty obligation and/or liability under the Agreement.
 - 11.6. If and to the extent that the Supply is to possess properties, the presence of which can only be established after the Supply has been set up, assembled or installed, the final inspection or final testing of the Supply shall only take place when the Supply, or the object for which the Supply is intended, has progressed to such an extent that it can be established whether the Supply meets that which has been agreed upon.
 - 11.7. Rejected items must be removed from the place of delivery by Contractor on AMT's first demand and replaced immediately at its own expense. If the Contractor fails to do so, the removal shall be carried out by AMT at the Contractor's expense.

Article 12. Delivery times and Deadlines

- 12.1. Dates, deadlines and/or delivery times included in the Agreement shall be regarded as final and timely compliance with the contractual obligations shall be an essential obligation of the Contractor. By exceeding the delivery time or execution period, the Contractor will be 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 execution period as referred to in paragraph 1 of this article.
- 12.3. For each calendar day of delay in the delivery time or execution period, the Contractor forfeits to the AMT an immediately payable penalty of 0.5% of the agreed total price. This penalty may be claimed in addition to damages under the law.
- 12.4. AMT reserves the right to change the order of the work to be performed, or to change the purchase quantity and/or to specify the time of Delivery, whether or not by call-off and thus to fit in with the progress of construction. This shall be without entitling Contractor to a change in price or any other form of compensation.
- 12.5. As soon as circumstances arise or circumstances are foreseeable as a result of which the Contractor is unable to comply with the obligation referred to in paragraph 1 of this article, the Contractor shall forthwith inform AMT of this in writing. AMT shall, in the event of such circumstances, the measures taken to or to be taken by him and the probable duration of the delay, failing which he shall no longer be able to invoke these circumstances at a later stage. The Contractor shall not be free to invoke force majeure if he has not complied with this obligation.

Article 13. Warranties

- 13.1. The Contractor guarantees that the work performed and/or goods delivered and/or services provided are good and sound and that they meet the purpose of the Agreement, without being subject to any rights, claims, charges, encumbrances and/or restrictions by third parties or the Contractor.
- 13.2. The Contractor guarantees the absence of any visible or invisible shortcomings.
- 13.3. This warranty shall be valid for at least the agreed warranty period or, in the absence thereof, the warranty period customary in the industry with a minimum of 24 months, unless the purpose for which the Supply is intended requires a longer warranty period, in which case that longer warranty period shall prevail. The guarantee period commences - in the case of delivery of goods - after Delivery and approval by AMT.
- 13.4. If a defect arises during the guarantee period, AMT is entitled either to return the goods and to demand immediate repayment of the payment made for those goods, or to demand that the Contractor repair at his own expense and risk all defects occurring during the guarantee period and/or replace the goods or defective parts thereof on AMT's first demand, without prejudice to AMT's right to compensation for further damage and damage suffered by third parties. All costs to be incurred to remedy the defect shall be borne by the Contractor, including but not limited to assembly and disassembly, dismantling, transport and any field service.
- 13.5. If the Contractor fails to comply properly with the obligation to remedy the defect and/or to do so within the stipulated period, as well as in cases of urgency, AMT shall be entitled to carry out the necessary work or have it carried out by third parties at the expense and risk of the Contractor and AMT shall notify the Contractor of this promptly.

Article 14. Liability

- 14.1. The Contractor is liable for all direct and indirect losses of AMT, however named and however arising, resulting from or arising from the Contractor's failure to perform or comply with its obligations under the Agreement, these General Terms and Conditions and/or the law. The Contractor shall indemnify AMT against all costs, damages and claims of third parties (such as but not limited to: the Client, future owners, users, authorities and staff of the Contractor, its subsidiaries as referred to in Article 6:170 of the Dutch Civil Code or its non-subsidiaries as referred to in Article 6:171 of the Dutch Civil Code) in this respect. Direct damage means any damage which at the time of the failure is the reasonably foreseeable consequence of this failure. This includes in any case the costs of repair, renewal, fixing the damage and damage which is the immediate consequence of the shortcoming.
- 14.2. The Contractor shall indemnify AMT against costs, damages and claims for infringement of intellectual property rights of third parties in respect of the goods and/or services supplied by him and shall make every effort to ensure that AMT can dispose of the Supply freely and without hindrance. All costs arising from this obligation (including those incurred by AMT) shall be borne by the Contractor.
- 14.3. Loss of or damage to aids and tools used by Contractor in the performance of the Delivery shall be at Contractor's expense and risk.

Article 15. Insurances

- 15.1. The Contractor shall, at his expense and risk, take out insurance to cover his liability and possible costs and damages. These are:
 - Company liability with a minimum coverage of EUR 5,000,000 per event and conditions that at least comply with Nederlandse Beursplaat voor Aansprakelijkheid (NBA 2014) including coverage for care, custody, and control (CCC), employers' liability and environmental damage.
 - Legally required insurance such as but not limited to WAM and medical expenses.
 - Indemnity Insurance Occupant (SVI). The policy does not include a limitation for damages.
- 15.2. The Contractor's insurance policies have primary coverage. When a loss is recoverable under both the Contractor's policy and AMT's insurance, the Contractor's insurance always takes precedence. The

- Contractor shall indemnify AMT against all third-party claims for damages arising out of or in connection with the Agreement.
- 15.3. The absence of cover under the insurance policies to be taken out by the Contractor shall not alter the Contractor's liability under the law or the Agreement. The same applies to the excesses applicable to the insurances. The Contractor shall indemnify AMT against the consequences of non-performance of the Contractor's obligations under this article and under the insurance policies taken out by the Contractor.
 - 15.4. The Contractor shall provide AMT with a copy of the policy upon its first request.

Article 16. Payments

- 16.1. When the Contractor has, to AMT's satisfaction, fulfilled all his obligations under the Agreement, he shall invoice AMT for the agreed price as soon as possible, but not later than thirty days. Invoices must bear the number of the Purchase Order. The Contractor is not permitted to increase an invoice with a credit limitation surcharge. Invoices that do not meet the specified requirements will not be processed by AMT.
- 16.2. The invoice shall comply with the legal requirements under the Turnover Tax Act.
- 16.3. Unless otherwise agreed, payment shall be made within 60 days after the Contractor, to the satisfaction of AMT, has fulfilled his obligations and the invoice shall have been received by AMT.
- 16.4. Exceeding the term of payment of an invoice by AMT on the grounds of alleged substantive inaccuracy or attributable failure to perform the Agreement shall not entitle the Contractor to suspend its obligations.
- 16.5. AMT is at all times entitled to set off amounts owed to the Contractor against amounts owed to other companies affiliated with AMT by the Contractor for whatever reason.
- 16.6. The Contractor's right to claim amounts owed from AMT lapses and expires 1 year after the day on which the work on which the amounts are based and/or goods and/or services delivered have ended.
- 16.7. All payments prior to the payment of the final invoice shall be regarded as advance payments. They therefore do not imply any recognition of the correctness of the invoices to which they relate, nor of the outstanding of any claim at the time of payment.
- 16.8. Payment by AMT does not imply any acknowledgement that the work performed and/or Supplies comply with what is stipulated in the Agreement.
- 16.9. The Contractor is always obliged to provide the personal or business security desired by AMT upon first demand.
- 16.10. AMT shall be entitled to set off the damage which AMT suffers as a result of the Contractor's failure to perform and the damage which arises as a result of any termination of the Agreement, as well as the amount which AMT is entitled to claim from the Contractor on account of the obligation to repay arising from the termination, against payments which AMT may owe to the Contractor.
- 16.11. AMT is entitled to suspend payment in respect of Supplies it has rejected. Furthermore, AMT is entitled to suspend payments to the Contractor if the Contractor does not, does not timely or does not fully comply with its contractual obligations.
- 16.12. The Contractor waives any right of retention that he may assert against AMT.
- 16.13. The Contractor can only claim compensation of statutory interest - if it has given AMT written notice of default after the day on which payment should have been made at the latest, and AMT fails to make payment within the period specified in the notice of default. The Contractor's claim for interest shall never include interest on interest.
- 16.14. The Contractor shall not be entitled to compensation of interest if AMT's failure to pay is the result of an attributable failure to perform by the Contractor and such attributable failure entitles AMT to invoke a right of suspension in respect of the amount on which interest is claimed.

Article 17. Environment and Safety

- 17.1. The Contractor is obliged to perform its work in accordance with the applicable environmental regulations and statutory requirements and is expected to be prepared for and act in the event of (environmental) emergencies and to prevent and counteract adverse environmental effects associated therewith.
- 17.2. The Contractor undertakes to maintain the safety provisions it has installed. Any unsafe situations encountered by the Contractor with regard to safety facilities installed by AMT shall be remedied by the Contractor (or have them remedied) and shall be reported to AMT immediately.
- 17.3. The Contractor undertakes to comply fully with the safety provisions specified by AMT.

Article 18. Confidentiality

- 18.1. The Contractor shall not, prior to, as well as during the performance of the Agreement, nor after the termination of the Agreement, provide any information to third parties about the Agreement without AMT's prior written consent.
- 18.2. The Contractor, his personnel and/or third parties engaged by him are obliged to observe strict confidentiality in respect of all information concerning AMT which he may obtain in connection with the Agreement or the performance thereof.
- 18.3. The Contractor shall impose the same duty of confidentiality in writing on the third parties engaged by it in the performance of the Agreement.

If the Contractor fails to comply with the foregoing paragraphs, he shall owe AMT an immediately payable penalty - not subject to judicial mitigation - of €25,000 for each breach and a further €5,000 for each day that the breach continues. All this without prejudice to AMT's right to claim full damages from the Contractor.

Article 19. (Intellectual) Ownership and risk of items, material, equipment, drawings, documents and the like

- 19.1. The Contractor guarantees that the performance of the Agreement will not infringe any intellectual property rights or other rights of third parties.
- 19.2. The Contractor indemnifies AMT against claims arising from any infringement of the rights referred to in the previous paragraph of this article and shall compensate AMT for all damage resulting from any infringement.
- 19.3. Drawings, designs, specifications, manuals, specific software, etc., as made available by AMT or produced by the Contractor on the instructions of AMT, shall remain the property of AMT or shall become and may be used by AMT at its own discretion. The aforesaid documents shall not be copied by the Contractor without prior written permission.
- 19.4. Items, documents and/or working methods developed or commissioned by the Contractor in collaboration with or on behalf of AMT, including - but not limited to - drawings, calculations, models, software and computer files shall be vested in or belong to AMT. The knowledge acquired by the Contractor in such development shall be available exclusively to AMT and shall not be disclosed by the Contractor to third parties or used for his own benefit and/or the benefit of third parties except with the prior written consent of AMT.
- 19.5. If, in connection with the Agreement, AMT makes items available to the Contractor for processing, assembly, supervision, testing, processing, association or mixing with items that are not the property of AMT, AMT shall remain or become the owner of the (thus created) items.
- 19.6. The property of AMT referred to in Articles 19.3, 19.4 and 19.5 shall only be used by the Contractor within its own organization to the extent necessary for the performance of the Agreement. Only with AMT's prior written consent may the Contractor make the relevant properties available to a third party, copy, multiply or otherwise use them. Unless otherwise agreed, any financial benefits arising therefrom shall accrue to AMT. In no way does a provision of properties by AMT constitute a transfer of property rights to

- Contractor. The use of the properties is entirely at the risk of the Contractor.
- 19.7. The Contractor must keep all property made available by AMT as well as the items which have become the property of AMT as a result of the Agreement, marked and identified in such a way that even in the event of the Contractor's bankruptcy and/or attachment no misunderstanding can arise as to the identity of the owner.
- 19.8. If the Contractor has not complained to AMT within two working days after receipt of property delivered by or on behalf of AMT, the property shall be deemed to have been made available to the Contractor without defects. The Contractor must keep possession of the properties placed at his disposal with due diligence and use and maintain them in accordance with the regulations, failing which the Contractor shall be liable for any damage suffered by AMT as a result.
- 19.9. Ownership of goods to be delivered shall pass upon delivery, provided that the goods have been approved by AMT and comply with the Agreement.
- 19.10. Ownership shall be complete and without reservation of title.
- 19.11. AMT is authorized to require that the transfer of ownership of goods to be delivered shall take place at an earlier time than agreed. The Contractor shall then mark the items as recognizable property of AMT. Said items shall, however, remain in the possession of the Contractor at the Contractor's expense and risk.

Article 20. Source code and user license computer software

- 20.1. If the performance to be delivered by the Contractor consists (in part) of the delivery of computer software specially 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 specially developed for AMT, AMT acquires - in deviation from article 19 - a non-exclusive, worldwide and perpetual user license to that part of the computer software for the benefit of the normal use and proper operation of the case, if any part of the computer software is developed specifically for AMT, articles 19 and 20.1 of these General Terms and Conditions shall apply in full to that part. AMT is permitted to transfer the license or to issue a sublicense. If AMT sells the item to a third party, the license shall pass by operation of law to the transferee of the item.
- 20.3. For the acquisition of the source code referred to in the first paragraph of this article or user license referred to in the second paragraph of this article, AMT shall not owe any fee to the Contractor.

Article 21. Prohibition of assignment, pledge

- 21.1. The Contractor is prohibited from assigning, pledging or transferring claims arising from the Agreement with AMT to a third party under any title whatsoever without AMT's consent, or from establishing (or having established) any limited right thereto. This prohibition is a clause within the meaning of article 3:83 paragraph 2 of the Dutch Civil Code. The prohibition has effect under property law.

Article 22. Dissolution

- 22.1. Without prejudice to the provisions of the other articles of these General Terms and Conditions, AMT is entitled to terminate the Agreement without notice of default and/or judicial intervention, in whole or in part, with immediate effect, if:
- a. a bankruptcy petition is filed against the Contractor, the Contractor itself files for bankruptcy, is declared bankrupt, has applied for a moratorium, is granted a moratorium, proceeds to liquidation (part of) its business, offers a composition to its creditors, offers a composition within the meaning of the Dutch Homologation Private Agreement Act (WVOA), or appears insolvent in any other way;
 - b. the Contractor invokes force majeure for failure to perform.
 - c. the Agreement between Client and AMT is terminated or suspended.
 - d. control of the Contractor's company is transferred to another party, unless the Contractor can make it plausible that the performance of the Agreement will not be hindered or disadvantaged as a result.
 - e. the Contracted Party, its personnel or third parties engaged by it act contrary to article 4
 - f. the agreed delivery term or times (whether or not arising from delivery schedules) are exceeded, or if it is already clear before the expiry of the term in question that this term will be exceeded, or the time will not be met
 - g. the materials intended for the Supply do not meet the agreed requirements as regards quality, dimensions, tolerances, properties and so forth.
- 22.2. Dissolution shall not affect any guarantee obligations. In the event of dissolution as referred to in paragraph 1 under sub a of this article, AMT is entitled to an amount equal to at least 5% of the total price or Agreement price as compensation for the circumstance that the Contractor will no longer be able to fulfill its guarantee obligations.
- 22.3. In the event of dissolution as referred to in paragraph 1 of this article, AMT shall never be obliged to pay any form of compensation whatsoever. The Contractor is obliged to indemnify AMT in respect of claims of third parties arising as a result of the dissolution.
- 22.4. In the event of dissolution, AMT shall, without prejudice to its rights under the law, have the following rights in respect of the undelivered goods and/or work performed, as well as in respect of that part of the Agreement which has already been performed but which can no longer be used effectively as a result of the dissolution of the Agreement:
- the right to return to the Contractor at his expense and risk the items which had already been delivered and the right to restitution of payments, which AMT has made for them.
 - the right to compensation by the Contractor of the extra costs, which AMT has to incur for the (renewed) purchase of undelivered items or a reasonable replacement of items, which have not been received and/or retained by AMT.
 - the right to have the work still to be performed under the Agreement carried out by third parties at the Contractor's expense.
- 22.5. All claims which AMT may have or acquire against the Contractor under this article shall be immediately due and payable in full.
- 22.6. If, in AMT's opinion, there is good reason to fear that the Contractor will not properly or timely perform his obligations vis-à-vis AMT, the Contractor is obliged, at AMT's first request, to immediately furnish sufficient security, in the form requested by AMT, for the full performance of all his obligations.
- 22.7. Without prejudice to the provisions of the previous paragraphs, AMT is at all times entitled to terminate the Agreement in whole or in part. In such a case, AMT shall only compensate the Contractor for the costs incurred prior to the termination, supplemented by an amount to be determined by AMT on overhead and profit.
- 22.8. Furthermore, AMT shall never be obliged to pay any (damage) compensation, in particular also not compensation as mentioned in article 7:764 paragraph 2 of the Dutch Civil Code.

Article 23. Disputes, applicable law

- 23.1. All disputes, including those considered as such by only one of the parties, which may arise as a result of the Agreement between AMT and the Contractor, shall be submitted to the civil courts.
- 23.2. Notwithstanding the provisions of paragraph 1 of this article, AMT shall always be entitled to have a dispute settled by the body as provided for in the Agreement between the Client and AMT.
- 23.3. If disputes should arise for whatever reason, the Contractor shall not be entitled to suspend or modify the obligations under the Agreement. The Contractor also fully and irrevocably waives its right of retention.
- 23.4. In the event of breach of the provisions of paragraph 3 of this article, the Contractor will owe an immediately payable penalty of 0.5% per calendar day of the agreed total price. This penalty may be claimed in addition to damages under the law.
- 23.5. The Agreement shall be governed by Dutch law. The Vienna Sales Convention (C.I.S.G.) shall not apply, nor shall any other international regulation the exclusion of which is permitted.

- 23.6. The Dutch civil court established in Breda shall take cognizance of disputes. AMT may deviate from this rule of jurisdiction and apply the statutory rules of jurisdiction.
- 23.7. If the English version of these terms and conditions applies to an Agreement, the Dutch version shall prevail in the event of differences of interpretation.

PART B: DELIVERY OF GOODS

Article 24. Delivery

- 24.1. Unless otherwise agreed in writing, Delivery by the Contractor shall be DDP (carriage paid including duties), in accordance with the definitions given in the most recent version of the Incoterms on the date of conclusion of the Agreement, unloaded at the place specified by AMT in its Purchase Order. If, prior to Delivery, AMT requires the items to be delivered to a place other than specified in the Purchase Order, the Contractor shall be obliged to comply with such request, unless this cannot reasonably be required of the Contractor. The Supply shall be transported by or on behalf of Contractor at its expense and risk. Contractor shall ensure proper packaging of the Supply. Breakage and/or damage occurring during or during loading, transport and/or unloading shall be at the Contractor's expense, unless the Contractor can prove that the damage was caused by intent or deliberate recklessness on the part of AMT.
- 24.2. AMT and the Contractor may agree that AMT will take care of the transport. The risk of, inter alia, storage, loading, transport and unloading shall in that case also rest with the Contractor. The Contractor may insure itself against these risks.
- 24.3. The Contractor shall make every effort to deal with packaging in a sustainable manner, thinking of reuse, biodegradable material, etc.
- 24.4. At AMT's request, the Contractor must postpone the Delivery, for a reasonable period to be determined by AMT. The postponement of the Delivery shall not affect the obligation to perform as stipulated in the Agreement.
- 24.5. The Contractor is authorized to make partial Deliveries only if they have been agreed with AMT.
- 24.6. Each Delivery shall be provided with a packing list and a waybill showing the number of the Agreement and with the correct description of the materials and quantities delivered.
- 24.7. If AMT is unable to take delivery of the goods, the Contractor shall take measures to store or cause to be stored the goods at the Contractor's expense and risk until delivery can take place.
- 24.8. At the latest on the first delivery, the Contractor shall hand over all relevant documentation relating to the goods to be delivered to AMT.
- 24.9. If there is a penalty for late Delivery, the payment of this penalty does not affect AMT's other rights, including the right to claim performance and the right to compensation.

PART C: SUPPLY OF SERVICES

Article 25. Prohibition of further subcontracting and hiring of personnel

- 25.1. Without AMT's prior written consent, the Contractor may not subcontract the work, or parts thereof, to another party or hire personnel for the performance of (parts of) the work.
- 25.2. If AMT grants permission for subcontracting or hiring out personnel, the provisions of articles 26, 27 and 30 shall apply in any event. The Contractor is also obliged to impose the provisions of these articles on his contracting party and also to stipulate that this contracting party fully incorporates these obligations in contracts he enters into for the performance of (parts of) the work.

Article 26. Chain liability in subcontracting

- 26.1. If the chain liability for payroll taxes applies to subcontracting, the Contractor is obliged to have a blocked account and to make a copy of the original g-account agreement available to AMT on AMT's first request.
- 26.2. AMT is always entitled to pay the agreed part of an invoice amount to the Contractor by deposit into the Contractor's g-account. If no part has been agreed in advance, AMT shall determine itself which part of the invoice amount it shall deposit in the g-account. Any deposit into the g-account by AMT shall be deemed to be a payment in discharge of the Contractor.
- 26.3. The Contractor is obliged to provide AMT every three months with a new, original statement of payment history issued by the Tax Authorities.
- 26.4. Subcontractor is obliged to provide the following information in writing to all employees to be deployed (directly or indirectly) prior to the commencement of work:
- Name, address and place of residence;
 - Date of birth;
 - Citizen service number (BSN);
 - Nationality;
 - Type of identity document, number and period of validity;
 - If applicable: the presence of an A1 certificate, residence permit, work permit and online notification to the Ministry of Social Affairs and Employment.
- 26.5. All workers to be deployed by the Contractor - being all persons who come to perform work - must, prior to and during the work, carry an original and valid identity document and - if applicable - residence documents), work permits and A1 declarations for the purpose of controls) to be carried out by AMT. AMT is authorized to deny a worker who fails to comply with these requirements access to the place where the work is performed or to send the worker away from this place. The Contractor shall be liable for all damages resulting therefrom.
- 26.6. The Contractor shall set up its administration in such a way that the following documents or data can be found immediately or almost immediately:
- the contract or the contents thereof under which he has performed the performance he delivered to AMT;
 - the data relating to the performance of that contract including a record
 - of the persons who performed work and of the days and hours during which such persons performed work;
 - the payments made in connection with 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 Inland Revenue indicating whether, and up to what amount, it will be held liable for payroll taxes and VAT unpaid by the Contractor. The amount which AMT is required to pay to the Tax Authorities may be deducted by AMT from what it may still owe the Contractor.
- 26.8. The Contractor is obliged, upon AMT's first request, to immediately provide all information which AMT deems necessary for its administration or that of its Client.

Article 27. Invoicing

- 27.1. The Contractor's invoices shall comply with the requirements of Article 35a of the Turnover Tax Act 1968. In addition, the Contractor must state clearly and conveniently on the invoices:
- a. the date of issue;
 - b. a consecutive number, with one or more sequences, unambiguously identifying the invoice;
 - c. the name and address of AMT;
 - d. the name and address of Contractor;
 - e. whether or not the reverse charge mechanism with respect to sales tax is applicable and, in the latter case, the amount of the sales tax;
 - f. the Contractor's VAT identification number;
 - g. the VAT identification number of AMT, if the VAT is reverse-charged to AMT.
 - h. the invoice amounts, split for each rate and then broken down by unit price and any discounts applied.

- i. The number or reference, if any, of the Agreement for which the Contractor performed the invoiced service(s);
 - j. The time period(s) during which such performance(s) were performed;
 - k. The name or characteristic of the work to which the payment relates;
 - l. If applicable: the number of the Contractor's g-account;
 - m. The amount of the wage costs and (separately) the percentage of wage taxes of the wage amount.
- 27.2. The Contractor must attach a specification of hours worked to each invoice. With regard to deployed employees, the specification must state at least the initial(s), surname and date of birth of these employees and the days and hours that these employees performed work. The Contractor must also submit a document showing entitlement to payment, such as a signed performer's receipt.
- 27.3. AMT will pay invoices only after the work or the portion of the work to which an instalment payment relates has been approved by it and the invoices also meet 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 work, he is obliged to comply with the following provisions:
- The Contractor shall deposit 25% of each invoice amount (including VAT) in the lender's g-account. For reverse charge VAT, this is 20%;
 - The Contractor must state the invoice number and any other identifying details of the invoice with each payment;
 - The Contractor's records must provide direct insight into the data of the hiring, man-hour records and payments;
 - The citizen service numbers of the hired workers must be known to the Contractor;
 - The Contractor must be able to prove the identity of the hired workers and the presence of any residence 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 included in the register of the Stichting Normering Arbeid (SNA).
- 28.3. The Contractor is obliged to agree with the Lender that the Lender must state on invoices:
- The number or reference of the agreement to which the invoice applies;
 - The period or periods of time to which the invoice applies;
 - The description or characteristic of the work to which the invoice applies.

Article 29. Wage tax exemption and VAT

- 29.1. The Contractor indemnifies AMT against claims of the Tax Authorities or the UWV in connection with:
- a. wage tax and national insurance contributions not remitted by AMT;
 - b. payroll taxes (wage tax and social security contributions) and VAT not remitted by the Contractor;
 - c. income tax not remitted by all parties to whom (parts of) the work is/are subcontracted;
 - d. unpaid wage taxes and VAT by all parties from whom personnel has been hired for the performance of (parts of) the work.
- 29.2. In particular, upon AMT's first written request, the Contractor shall immediately reimburse AMT for the following costs to AMT's preferred bank account number:
- a. AMT's full attorney's fees related to legal action by the competent authority at AMT's expense, insofar as such legal action relates to the provisions of paragraph 1 of this Article;
 - b. All other costs related to legal action as described in subsection a, including court fees and expert costs;
 - c. The costs of all that AMT may be ordered to pay to the competent authority in connection with the provisions of paragraph 1 of this article and whose judgment may be enforced.
 - d. Other costs relating to the provisions of paragraph 1 of this article and to be borne by AMT.
- 29.3. AMT is authorized to set off that which the Contractor has to pay him under paragraphs 1 and 2 of this article against that which AMT still owes the Contractor on any account whatsoever.

Article 30. Chain liability for wages (Wet aanpak schijnconstructies)

- 30.1. The Contractor is obliged to:
- a. comply with applicable laws and regulations and an applicable collective bargaining agreement in the performance of the work.
 - b. record all agreements concerning employment conditions for the performance of the work in a clear and accessible manner.
 - c. to provide the competent authorities, on request, with access to these employment conditions and to cooperate in controls, audits or wage validation.
 - d. to provide AMT, on request, with access to these employment terms and conditions if AMT considers this necessary in connection with the prevention or handling of a wage claim relating to work performed for the execution of the work.
- 30.2. If the Contractor breaches the obligations under this article, this gives AMT the right - after notice of default - to terminate the Agreement in whole or in part.
- 30.3. The Contractor shall indemnify AMT against claims by employees under Sections 7:616a and 7:616b of the Dutch Civil Code for failure to pay wages due.
- 30.4. In the event that the Contractor subcontracts (parts of) the work, he shall be obliged to impose the obligations referred to in paragraph 1 of this article on the party to whom (parts of) the work is/are subcontracted and also to stipulate that the third party engaged shall include these obligations in full in contracts which it enters into for the performance of (parts of) the work.

Article 31. Organisation of the work

- 31.1. The Contractor is obliged to follow only the orders and instructions given by AMT.
- 31.2. AMT is authorized to deny the Contractor's workers access to the work or to remove them (or have them removed), e.g. on account of unsuitability, disorderly conduct, misconduct, etc., without further compensation for any damage suffered by the Contractor as a result thereof.
- 31.3. The working and rest times at work and the rest days recognized generally or at the location of the work, recognized by the government, or prescribed on the basis of a collective bargaining agreement, also apply to the Contractor and his workers performing work at the work. Any resulting loss for the Contractor shall not be recoverable from AMT. The latter also applies if the services of the Contractor cannot be used due to strikes or other causes at AMT or at third parties.
- 31.4. Unless otherwise agreed, the Contractor shall ensure, from commencement of the work up to and including completion, that a regular foreman is present at the work, with whom both organizational and technical arrangements can be made. His name must be known to the persons or authorities designated by AMT.
- 31.5. The Contractor shall provide its employees with appropriate personal protective equipment and supervise the proper use thereof. All resulting costs shall be borne by the Contractor.
- 31.6. The Contractor shall ensure a staffing level such that the execution of the work is fully adapted to the schedule set by AMT and shall be such that other work does not stagnate. In case AMT changes the schedule/progress, the Contractor is obliged to adapt to it. Changes in staffing are only permitted after AMT's approval.
- 31.7. If the Contractor is co-insured under a CAR policy of AMT or its Client and damage occurs caused by the Contractor, the Contractor must reimburse AMT for the excess, non-covered damage and costs to be incurred.
- 31.8. The Contractor is obliged to ensure that equipment that qualifies as a motor vehicle (equipment subject to compulsory motor vehicle liability insurance) is adequately insured. The work risk must also be insured. In addition, the Contractor must also take under adequate

- insurance for the risk of damage caused by or related to the use of other equipment used by the Contractor.
- 31.9. In respect of cables, pipes and other above-ground and underground property of third parties, the Contractor shall at all times remain obliged to ensure the location of such property. The Contractor shall immediately notify AMT of any damage.
- 31.10. Required equipment such as scaffolding, aerial platforms, lifting equipment and small equipment including hand tools, measuring equipment, rolling scaffolds, ladders and steps, etc., shall be provided by the Contractor and shall be included in the total price.
- 31.11. If work is to be performed on or to parts of the work that have already been completed, such as plastered walls, tiling, painting, etc., the Contractor must take protective measures to prevent damage and/or contamination. Damage and/or soiling observed after or during the work shall be deemed to have been caused by the Contractor.
- 31.12. After completion of the work, the Contractor must deliver the work swept clean and leave the construction site clean.

Article 32. Work permits

- 32.1. The Contractor is obliged to strictly comply with the provisions of the Foreign Nationals Employment Act. The Contractor may only have persons perform labour at the work who are in possession of all required documents and permits and in particular, but not exclusively, the required work permits or combined residence and labour permits.
- 32.2. The Contractor shall indemnify AMT against all claims of third parties, including, for example, fines from the Social Affairs and Employment Inspectorate, resulting from the Contractor's violation of the provisions of paragraph 1 of this article.
- 32.3. If an administrative fine is imposed on AMT for its intentional or grossly negligent failure to comply with the obligations under the Foreign Nationals Employment Act, AMT may not, contrary to paragraph 2 of this article, recover such fine from the Contractor.

Article 33. Permits and safety measures

- 33.1. The Contractor shall, at its own expense, take care of the permits and safety measures required in connection with the Deliveries to be made and the execution of the work contracted by it.