

General Purchasing Conditions Van Wijnen Components B.V.

Version 2026

Article 1 Definitions

1.1 **GPC:**

The present set of general purchasing conditions of Van Wijnen Components B.V.

1.2 **Workers:**

Persons employed by Contractor, or third parties engaged by Contractor, or otherwise involved in Contractor's Performance, for example on a self-employed entrepreneurs (zzp'er) basis.

1.3 **BW:**

The Dutch Civil Code (BW).

1.4 **Digital building site registration system:**

The digital system for registration and of identification and registration of Workers working on building sites and projects.

1.5 **EDI:**

Electronic Data Interchange. An electronic data exchange system.

1.6 **Client:**

Van Wijnen Components B.V. or its affiliated legal entities, namely Van Wijnen Smart Structures B.V., Van Wijnen Smart Structures 2.0 B.V., Van Wijnen Smart Frames B.V., Van Wijnen Smart Assembly B.V., and Van Wijnen Smart Assembly 2.0 B.V., whom will enter into a Contract with the Contractor.

1.7 **Contractor:**

The party with whom Client enters into a Contract.

1.8 **Contract price:**

The price for the Performance agreed by the Parties and set out in the Contract.

1.9 **Contract:**

The agreements In Writing and signed by and between the Parties by which Contractor undertakes to Client to deliver the Performance.

1.10 **Force majeure:**

Situation due to which the Contract cannot (temporarily) be fulfilled that cannot be attributed to the Contractor, as referred to in article 6:75 of the Dutch Civil Code (BW). Force majeure on the part of the Contractor shall in any case not include: shortage of Workers, strikes, illness of Workers, late delivery or unsuitability of goods required for the Performance, shortage of raw materials, transport problems, shortcomings of third parties engaged by the Contractor, breakdowns in the Contractor's production and liquidity or solvency problems at the Contractor, delay or increase in costs resulting in any way from (governmental measures related to) pandemics, in the Netherlands or abroad.

1.11 **Parties:**

Client and Contractor.

1.12 **Performance:**

That which the Contractor is required to deliver under the Contract: Material objects and - if agreed - services and/or work, as well as all (legal) acts and/or formalities relating thereto.

1.13 **Principal:**

The party with whom Client enters into a Contract, on the basis of which Client enters into the Contract with Contractor.

1.14 **Written/In Writing:**

On paper or (scanned as a file) by email or sent via EDI.

1.15 **Specification(s):**

The conditions for - or the technical description of - a construction work, the Material objects and - if agreed - services and/or works and all related and connected documents.

1.16 **Default:**

Situation in which the Contractor 1) has failed to perform the Contract and has not yet performed within the (reasonable) term set by the Client, or 2) has not delivered the Performance in accordance with the timetable, 3) is in default pursuant to article 6:83 b or c of the Dutch Civil Code (BW), or 4) the Client cannot reasonably, given the circumstances of the case, be required to give the Contractor notice of default (In Writing).

1.17 **Site:**

The location where the Performance is actually to be (delivered) including the subsoil.

1.18 **Material objects:**

The tangible objects to be supplied by Contractor under the Contract, whether or not assembled or manufactured for the benefit of Client.

1.19 The definitions used in this article are also used in the Contract.

Article 2 Applicability of GPC

2.1 The GPC are applicable to the Contract.

2.2 Additions to or deviations from the GPC shall only be agreed In Writing.

2.3 Articles in the GPC that relate exclusively to the contracting of work do not apply to (Contracts relating to) a Performance that consists exclusively of the delivery of goods.

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Article 3 Compliance with laws and regulations

3.1 Contractor warrants that she shall at all times demonstrably comply with all national and international laws and regulations (including EU regulations) relevant to the Contract and the Performance and/or the Material objects, even if such laws and regulations are not explicitly referred to in the Contract or GPC.

Article 4 Contractor duty to warn

4.1 Contractor shall promptly warn Client In Writing of any known inaccuracies and/or ambiguities in the documents provided by Client.

4.2 If Contractor fails to give the warning referred to in article 4.1 GPC, Contractor cannot (later) rely on these errors or missing parts and Contractor shall be liable for all consequences thereof.

4.3 The Contractor shall inform Client in a timely manner of any changes affecting the Contractor's business that may affect Client interests.

Article 5 Data, personal data and privacy

5.1 Insofar as Client processes personal data, it does so in accordance with privacy regulations and its privacy statements published onto www.vanwijnen.nl.

5.2 To the extent Client and Contractor exchange personal data for the performance of the Contract, Contractor shall comply with privacy regulations.

5.3 Contractor shall take the required security measures to comply with privacy regulations. Upon request, Contractor is obliged to inform Client immediately and In Writing about its security measures, by sending a message to datalek@vanwijnen.nl.

5.4 Contractor is obliged to report any data breaches - involving personal data in respect of which Client is the responsible party within the meaning of the GDPR - to Client within 24 hours at the latest.

5.5 Contractor shall immediately inform Client of any complaints and (information) requests, including requests to correct, remove or limit personal data. Contractor shall not respond directly, except to the extent specifically instructed to do so by Client.

Article 6 Confidentiality

6.1 Contractor and Workers are bound to maintain secrecy towards third parties in respect of the Contract, the Performance and everything connected therewith, unless otherwise can be inferred from the Contract or the nature of the Performance.

6.2 Contractor shall use information and data provided to her exclusively for the performance of the Contract.

6.3 The Contractor is not permitted to use the Client's name in (digital) publications, advertisements or in any other way to use the Client's name, unless it has received Written permission to do so from the Client.

6.4 The duty of confidentiality may only be deviated from with the Written consent of Client. The duty of confidentiality remains with the Contractor even after the end of the Contract.

6.5 Failure to comply with the duty of confidentiality renders Contractor liable to pay an immediately payable penalty of € 50.000, without prejudice to Client's other rights, including the right to claim damages in addition.

6.6 Contractor shall impose the obligations set out in this article on her Workers. The Contractor shall also impose her Workers to pass on the obligations referred to in this article to third parties engaged by them by way of a chain clause

Article 7 Ranking

7.1 The Agreement shall include a hierarchy between the documents forming part of the Agreement.

7.2 If the Contractor becomes aware of any contradictions in the documents forming part of the Contract and the order of precedence in the Contract is missing or does not provide a solution, the Contractor shall notify the Client thereof. The Client shall provide clarity on this matter.

Article 8 Applicable law and disputes

8.1 The GPC and the Contract shall be governed exclusively by Dutch law. Applicability of the Vienna Sales Convention is expressly excluded.

8.2 If a dispute arises between the Parties, (the directors of) the Parties shall enter into consultations to reach a solution.

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8.3 If consultation does not lead to a solution and dispute resolution is necessary, the dispute shall be submitted to the competent court in Utrecht. This court shall have exclusive jurisdiction to hear disputes between the Parties.

Article 9 Formation of the Contract

9.1 Prior to entering into the Contract, Contractor shall make an offer that complies with the Specifications provided by Client. The offer is irrevocable unless the offer unambiguously states that it may be revoked.

9.2 Any deviations from Client's Specifications shall be reported by Contractor In Writing in advance. Deviations only apply after Written approval by Client.

9.3 The Contract shall be concluded exclusively In Writing. Any amendment to the Contract shall also be made exclusively In Writing.

9.4 If the Contract is concluded with two or more sole proprietors or legal entities, they are jointly and severally bound to fulfil the Contract.

Article 10 Contract price, invoicing and payment

10.1 The Contract price is fixed during the term of the Contract. Changes in prices, wages, (transport or packaging) costs, social charges, taxes or other cost-increasing circumstances do not change the Contract price.

10.2 The payment term shall be laid down in the Contract.

10.3 Client shall pay the invoice if (to the extent applicable to the Performance):

- a. the invoice includes the project and agreement number
- b. the invoice - including attachments in a single (PDF) file - has been approved;
- c. the man-day register has been completed in full;
- d. the execution of the Performance has been registered with the Client.

Invoices that do not meet the above requirements will not be processed. The Client shall not be required to make the final installment payment of the Contract price until the Contractor has provided the Client with the signed warranty statement and maintenance documents relating to the Performance.

10.4 If a maintenance period has been agreed between the Parties as referred to in article 32 GPC, Client is entitled - to secure the fulfilment of the obligations by Contractor - to withhold 5% of the Contract price during the maintenance period.

10.5 If Client is jointly and severally liable under the Collection of Payroll Taxes Act 1990 (WKA) for Contractor's payroll taxes, Contractor shall specify in addition to article 10.4 GPC on the invoice:

- a. the text 'VAT reverse charge'.
- b. the VAT ID number of Client the text 'VAT reverse charge'

Article 11 Unit prices and quantities

11.1 If the Parties have agreed on unit prices and hourly wages, these will be laid down in the Contract.

11.2 In the case of adjustable quantities, the unit prices stipulated in the Contract shall be used.

11.3 The parties shall jointly determine the quantities to be settled by measurement in the work, the working plans and/or drawings, in accordance with NEN3699.

11.4 Only the net quantities actually used in the work shall be taken into account.

11.5 At the final payment term- or earlier at the Client's request - the Contractor shall provide a list of processed quantities eligible for settlement, signed on behalf of the Client.

Article 12 Involvement of third parties

12.1 If Contractor wishes to entrust (part of) the Performance of the Contract to a third party, it shall seek prior Written consent from Client.

12.2 Contractor shall ensure that all relevant obligations under the Contract are passed on in full to the third party.

12.3 The consent referred to in article 12.1 GPC does not release Contractor from its own liability to Client.

Article 13 Engagement of third parties - relevant laws and regulations

13.1 Contractor guarantees that it observes obligations under the Collective Labour Agreement (CLA) and that she complies with laws and regulations related to the performance of labour and the employment of Workers, including in any case: the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (WKA), the Labour Market Fraud (Bogus Schemes) Act (WAS), the Foreign Nationals (Employment) Act (WAV), the Assessment of Employment Relationships (Deregulation) Act (DBA), the Placement of Personnel by Intermediaries Act (WAADI), the Balanced Labour Market Act (WAB), the Posted Workers in the

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European Union (Working Conditions) Act, the *Posted Workers Reporting* centre and the Revised Posted Workers Directive.

13.2 If in the execution of her Performance Contractor deploys Workers who qualify as self-employed entrepreneurs (zzp'er), Contractor shall ensure proper verification of the requirements for self-employment, including a model contract to be entered into with those Workers that has been approved by the tax authorities.

13.3 If the Contractor or third party(ies) engaged by her qualifies as a temporary employment/secondment agency, it must be NEN 4400-1/4400-2 certified and registered in the Commercial Register as a company that provides Workers (Waadi).

13.4 The Contractor shall impose the obligation referred to in article 13.1, 13.2 and 13.3 GPC as a chain clause on all (foreign) third parties engaged by and through, including self-employed entrepreneurs (zzp'ers), and intermediaries supplying Workers. Employees of these parties

13.5 All information requested from Contractor shall be provided to Client upon first request.

13.6 Client shall be given the opportunity to fulfil its duty of care to check (or have checked) whether Contractor acts in accordance with laws and regulations.

13.7 Costs and/or penalties arising from incorrect, incomplete and/or untimely information or failure to comply with laws and regulations shall be charged entirely at the expense of the Contractor.

13.8 Contractor shall indemnify Client for damages resulting from or in (any) connection with failure to (fully) comply with the legislation referred to in this article.

13.9 If the Wages and Salaries Tax and National Insurance Contributions (Contract is subject to the Chain Liability of Subcontractors) Act ('WKA') is applicable to the Contract then (Wet ketenaansprakelijkheid), the Contractor keepsshall maintain a G -account, unless stipulated otherwise specified in the Contract.

Article 14 Liability of Contractor

14.1 If the Contractor or a third party engaged by the Contractor is in Default, or otherwise causes damage, the Contractor shall be liable to Client for the damage suffered by Client as a result.

14.2 The Contractor indemnifies the Client against claims from third parties, including the Principal.

14.3 If a Worker suffers injury or material damage while performing work or while present at the Site in the context of the Performance, the following applies:

- The Contractor indemnifies the Client against claims from the Worker who has suffered the aforementioned damage;
- If the Worker holds both the Client and the Contractor liable, the Contractor shall proactively handle the Workers damage or refer it to its liability insurer for handling;
- If the Worker nevertheless persists in its claim against the Client, the Contractor's indemnification obligation towards the Client shall also include the costs of defense and/or damage settlement costs to be incurred by or on behalf of the Client.

14.4 In addition, without prejudice to the right to claim damages, Client shall be entitled to receive an immediately payable penalty of 0.5% per day from the day of the Default, up to a maximum of 10% of the amount payable by Client under the Contract.

Article 15 Insurance

15.1 Contractor is obliged to take out insurance sufficient for Client to cover its liability.

15.2 Contractor shall pay the premium in full in advance for the duration of its activities and shall demonstrate to Client's satisfaction that any benefits will be paid directly to Client. Failure to do so will entitle Client to terminate the Contract, without prejudice to Client's other rights.

15.3 Client is entitled to request a copy of the policy.

15.4 If the Contractor fails to comply with its insurance obligation, the Client is entitled to arrange suitable insurance itself, at the Contractor's expense.

15.5 If necessary, the Contractor shall take out additional insurance so that the work, deliverables, and/or materials assigned to it for the work are adequately insured.

15.6 Insurance claims of the Parties shall not affect the liability of the Client and the Contractor towards each other and towards third parties. Damage that is not covered by a policy or is not (fully) compensated shall therefore be borne by the liable party.

15.7 The Client is entitled to set off amounts that are payable by the Contractor under the insurance (uncovered damage and excess) in accordance with Article 18.1 GPC.

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Article 16 Power of termination

- 16.1** Client is entitled to terminate the Contract in whole or in part, without any notice of Default being required, if (from a communication from Contractor it appears that):
- Contractor is in Default as referred to in article 1.15 GPC;
 - Contractor becomes bankrupt, applies for suspension of payments, is placed under administration, management or guardianship;
 - Contractor's assets have been attached (provisionally or executorial);
 - Contractor ceases its business operations;
 - Contractor transfers control of its business to a third party and the performance of the Contract may, in Client's opinion, be hindered as a result;
 - Contractor is prevented from performing the Contract for more than thirty days due to Force majeure;
 - The Contractor fails to comply with or act in accordance with the safety rules referred to in article 27 GPC or the rules of conduct referred to in article 34 GPC, despite having been given notice of default.
- 16.2** The termination option referred to in article 16.1 GPC shall not affect the Client's right to continue to perform the Contract (or have it performed).
- 16.3** In the event of termination of the Contract on one of the grounds referred to in article 16.1 GPC, Client shall be entitled to recover damages from Contractor, whether or not by set-off in accordance with article 18.1 GPC.

Article 17 No assignment and no right of retention

- 17.1** Without prior written consent from the Client, the Contractor is not permitted to assign claims against the Client arising from the Agreement to a third party or to transfer them under any other title. If the Contractor has pledged or wishes to pledge claims, it shall notify the Client thereof.
- 17.2** Article 17.1 GPC has property law effect within the meaning of article 3:83(2) BW.
- 17.3** Contractor shall not have the right of retention as referred to in Articles 3:290-295 BW, unless Client is in Default with respect to the payment of undisputed invoice(s).
- 17.4** Contractor shall stipulate with third parties to be engaged by it that they waive the rights referred to in article 17.3 GPC.

- 17.5** The Contractor indemnifies the Client against damage and costs resulting from the exercise of the right of retention by third parties engaged by it.

Article 18 Right of set off and suspension

- 18.1** Client shall be entitled to set off - whether or not due and payable - claims on Contractor against amounts that Client or its affiliated companies owe to Contractor under other contracts.
- 18.2** Client shall be entitled to suspend the performance of its obligations if, in the opinion of Client, Contractor is in default of the Contract.

Article 19 Timetable - strict deadlines

- 19.1** A timetable set out in the Contract is binding on Contractor.
- 19.2** Dates specified in the timetable shall apply to Contractor as strict deadlines (within the meaning of Article 6:83(a) of the Dutch Civil Code), so that the Contractor will be in Default simply by failing to achieve those, unless the Contractor demonstrates that this is not attributable to her.
- 19.3** Client is entitled to adjust the timetable and/or change the order of the Material objects and/or further determine the time of delivery whether or not on a call-off basis, if it considers this desirable. In that case, the Contractor shall not be entitled to compensate for damage and/or costs, unless in the exclusive opinion of the Client the costs for the Contractor are demonstrably increased significantly as a result of that change.
- 19.4** Contractor shall immediately report impending delivery time exceedance In Writing to Client.
- 19.5** Contractor shall not be entitled to suspend Performance in the event that Client fails to fulfil any of its obligations.
- 19.6** The Contractor must undo any delay in the time table attributable to her by means of acceleration.

Article 20 Guarantee

- 20.1** Contractor guarantees the Performance and Material objects as provided in the Contract.
- 20.2** If the Contract does not contain guarantee provisions the following shall apply:
- Contractor guarantees that the Material objects and/or Performance comply with the Contract.
 - Contractor guarantees that the Material objects are fully complete and ready for use.

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- c. Contractor shall ensure that all parts, auxiliary materials, attachments, tools, spare parts, certificates, operating instructions and instruction manuals (in the Dutch language), which are necessary for the realisation of the purpose specified by Client In Writing, are supplied, even if they are not referred to by name.
 - d. Contractor guarantees that the Performance complies with all relevant national and international laws and regulations concerning (inter alia) quality, environment, safety and health.
 - e. Unless otherwise agreed In Writing, the guarantees referred to under ad shall apply for a period of two years from the date the Material objects are installed at Client's premises.
 - f. An agreed guarantee period starts to run again after acceptance of the repair, replacement or supplement to which the guarantee provisions apply.
 - g. This article does not relieve Contractor from its liability for hidden defects in the Material objects, or a hidden defective Performance, which becomes apparent after the guarantee period, but not more than four years after the expiry of the guarantee period.
- 20.3** Whether or not stipulated in the Contract, the Contractor's guarantee obligation also includes compensation for damage or costs associated with a guarantee-claim, or resulting in any way from breach of articles 20.1 and 20.2 GPC.
- 20.4** Defects covered by the guarantee and reported to Contractor within the guarantee period shall be remedied by Contractor no later than two weeks after reporting. Defects that require urgent remedy are resolved by Contractor at the latest within 24 hours after notification.
- 20.5** Unless there is a situation of Force majeure on the part of Contractor, guarantee claims that have not been remedied within the period(s) specified in article 20.4 GPC shall be remedied by Client. All damages shall then be recovered from Contractor.
- 20.6** In case of (imminent) suspension of payment or bankruptcy of Contractor, Client is entitled to deduct from the Contract price an amount to be reasonably determined by it - of at least 5% of the Contract price - as financial compensation for the loss of guarantee-claims.
- 20.7** An agreed guarantee period starts to run again after acceptance of the repair, replacement or supplement to which the guarantee provisions apply.

Article 21 Copyright, intellectual and industrial rights, use of documents

- 21.1** Data carriers and documents provided by Client to Contractor remain the property of Client. The documents may not be copied by Contractor or made available to third parties unless necessary for Performance.
- 21.2** Data carriers and documents shall be deleted or returned to Client by Contractor upon first request.
- 21.3** Contractor shall indemnify Client against third party claims for infringement of copyright and/or industrial and/or patent rights in the context of performance of the Contract.
- 21.4** Contractor guarantees the free and undisturbed use by Client of the Material objects.
- 21.5** If Contractor wishes to use Client's documents in the context of (digital) publications, prior consent will be sought.

Article 22 Drawings BIM, digital collaboration with data exchange system

- 22.1** If the Contractor provides BIM (3D) models, 3D drawings and detailing must comply with the SBR detail standards and/or the BIM Information Delivery Specification (BIM Basic ILS) and the BIM protocol used by Van Wijnen, and/or the product cards used by Van Wijnen
- 22.2** Details and 2D drawings must comply with NEN2574, the RR130 and the SBR detail standards. The Contractor is responsible for the correct detailing (SBR), dimensioning and processing of building-physical structural and execution-technical aspects.
- 22.3** Notwithstanding approval by Van Wijnen, the Contractor shall remain liable for 3D models, 2D drawings and calculations provided by or on behalf of the Contractor, including the derivation of the correct quantities thereof.
- 22.4** The Contractor shall, upon first request, make all electronic data relating to the Performance available to the Client at its own expense, on a (digital) data carrier to be specified by the Client and in a format to be determined by the Client, with any specification of plot styles. The data referred to in article 22.1 shall also be made available via EDI.
- 22.5** Any additional work required to comply with the provisions of articles 22.1-22.4 GPC shall not be considered additional work.
- 22.6** The Client is free to use this documentation, including reproducing it for their own use or for use in their manuals.
- 22.7** Contractor shall operate an electronic data interchange (EDI) system compatible with Client's system.

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22.8 Information and/or documents shared by Contractor via EDI may be stored, printed and copied by Client.

22.9 Contractor shall ensure that its data and files are adequately protected against viruses, third-party breaches and/or hacking.

Article 23 Materials, tests, inspections

23.1 If Material objects are to be inspected, Contractor shall store them at her own expense in such a way that inspection can take place.

23.2 Delivery of the Material objects can only take place after acceptance/approval by or on behalf of Client.

23.3 Client shall have the right during the performance of the Contract to require a sample/test set up, sampling, inspection and/or testing of parts or materials.

23.4 Contractor shall provide all cooperation free of charge if Client makes use of the possibility referred to in article 23.1 and 23.2 GPC.

23.5 If an inspection as referred to in this article cannot take place at the agreed time through the fault of the Contractor, or if an inspection has to be repeated, the resulting costs for the Client shall be borne by the Contractor.

23.6 In the event of rejection of (part of) the Material objects and/or the Performance, Contractor shall ensure that repair takes place within five working days, unless otherwise agreed In Writing.

23.7 If Contractor fails to comply with the obligation described in article 23.6 GPC, Client shall be entitled to have the same performed and/or delivered by a third party, at Contractor's expense.

23.8 If Contractor does not collect the rejected Material objects within five days - or the further agreed period -, Client has the right to return the Material objects to Contractor at its expense.

Article 24 Delivery

24.1 Delivery shall take place at the agreed place and time, in accordance with the agreed delivery condition. If nothing has been agreed in this respect, delivery shall be DDP (Incoterms 2020).

24.2 Client has the right to postpone the delivery. In that case, Contractor shall store, preserve, secure and ensure the Material objects are properly packed, separated and identifiable.

24.3 Contractor must provide the delivery with Client's purchase order number. Deliveries that do not bear the purchase order number will not be accepted.

Article 25 Transfer of risk and ownership

25.1 Ownership of the Material objects passes to Client after they have been delivered and - if agreed - assembled and/or installed.

25.2 If Client makes materials, such as raw materials, auxiliary materials, tools, drawings, Specifications and software available to Contractor for the fulfilment of its obligations, these shall remain Client's property under all circumstances. Contractor shall store these materials and mark them as Client's property in a manner recognisable to third parties. The materials shall be deemed to be in good condition and in accordance with the required Specifications, unless Contractor has complained In Writing within a reasonable period after receipt.

25.3 The risk of the Material objects shall pass to Client at the time of delivery and approval of the Material objects in accordance with article 23 GPC. Without prejudice to the provisions of article 20 GPC and the other obligations of Contractor.

Article 26 Additional or reduced work

26.1 Any Additional or reduced work must be notified to Client by Contractor prior to performance, including the implications for price and timetable.

26.2 Execution of Contract Additional or reduced work can only take place after Contractor has obtained a Written order from Client.

26.3 Additional or reduced work will be invoiced separately, in accordance with the provisions of article 10 GPC.

26.4 If the Contractor does not comply with this, the Additional or reduced work shall be for Contractor her expense and account.

Article 27 Safety

27.1 Contractor shall take measures with regard to the safety, welfare and health of persons in accordance with laws and regulations and the state of the technology and science as applicable to the Contract and/or the Performance and/or the Material objects.

27.2 The materials or machinery and equipment used by the Contractor shall comply with the requirements to be imposed on them under current legislation and regulations. Contractor shall submit inspection certificates to Client upon request.

27.3 Contractor is responsible for the instruction and adequate supervision of safe and healthy working.

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- 27.4** Unless otherwise agreed, Contractor shall provide the necessary work equipment, including the usual Personal Protective Equipment (PPE).
- 27.5** Contractor shall ensure that a Dutch- or English speaking person is present during the Performance. The name of this person should be known to Client's site manager.
- 27.6** Contractor shall deploy only authorised, (VCA) certified and/or qualified Workers to execute the Performance.
- 27.7** The Contractor shall immediately remedy any unsafe situations and report them to the Client, even if they concern work carried out by third parties engaged by the Contractor.
- 27.8** The Contractor shall report accidents immediately to the Client and, if requested by the Client, draw up an accident report. This report shall be provided to the Client within 24 hours. If the Client draws up the accident report, the Contractor is obliged to cooperate and provide all requested information. In any case, the Contractor must state the duration of any absence (in calendar days) in relation to the number of hours worked.
- 27.9** In the event of fines and/or punitive measures (work stoppage) imposed on the Client and/or Principal in connection with the Contractor's failure to comply with H&S rules (V&G regels), the damage will be recovered from the Contractor.
- 27.10** The Contractor shall actively participate in investigations aimed at: (i) improving safety awareness and (ii) identifying the causes of (near) accidents.
- 27.11** The Contractor shall actively participate in the specific safety introduction, safety instructions, meetings, and training courses organized by the Client in the field of safety
- 27.12** The Contractor shall provide emergency response services for Workers. At least one emergency response officer must be present. If this is not possible, this must be coordinated with the Client's site manager. The Contractor shall ensure that it actively participates in the Client's emergency response organization on behalf of the Contractor, for example as an emergency response officer or evacuation officer.

Article 28 Environment and sustainability

- 28.1** Contractor is responsible and liable for proper disposal and/or processing of (residual) materials and waste. Contractor shall indemnify Client against all claims of third parties in this respect.
- 28.2** Contractor shall take measures to prevent damage and/or contamination on or at the work and shall ensure adequate protection of the components belonging to her Performance.
- 28.3** Client is certified for ISO 14001, CO2 Performance Ladder. Contractor shall act accordingly.
- 28.4** Insofar as applicable to the Performance, the Contractor is obliged to comply with its obligations under the EUTR and/or EUDR.

Article 29 Packaging

- 29.1** Contractor shall pack the Material objects at its expense, in a manner appropriate to the Material objects, so that they reach their destination in good condition and undamaged.
- 29.2** Contractor is liable for damage caused by insufficient or inadequate packaging.
- 29.3** Contractor is responsible for the processing respectively destruction of (transport) packaging materials. If packaging materials are processed or destroyed by Client at Contractor's request, this shall take place at Contractor's expense and risk.
- 29.4** Contractor shall ensure that the (transport) packaging materials are removed at its expense and risk.

Article 30 Use of Client's material

- 30.1** If Contractor uses material or (work) equipment provided by Client in the performance of the Contract, Contractor shall be responsible for correct use and adequate maintenance. In the event of damage, loss and/or theft, Contractor shall be liable for the damage.

Article 31 Scope of work - identification and registration

- 31.1** The Contractor shall ensure that the obligation to comply with the Digital building site registration system is passed on to each subsequent party in the construction chain, so that it is clear which parties and Workers are present on the building site and what their mutual relationship is.

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- 31.2** The Contractor shall ensure that every third party engaged by it is invited as a separate party to register in the Digital building site registration system and that a Worker employed by the Contractor is registered before the Performance is carried out. All required documents and/or data must be entered into the Digital building site registration system before the start of the work, including those relating to the Workers to be engaged by third parties engaged by the Contractor.
- 31.3** Workers who are not fully and promptly registered will be denied access to the building site.
- 31.4** Contractor shall ensure that Workers always carry a valid passport and/or Identity Card and - if applicable - a document bearing a valid endorsement for right to work in the Netherlands.
- 31.5** Contractor shall ensure that Workers are familiar with and comply with the registration procedure of the Digital building site registration system.
- 31.6** Contractor shall cooperate fully in monitoring compliance with the Digital building site registration system.
- 31.7** Contractor shall indemnify Client for damages resulting from failure to (fully) comply with current legislation.

Article 32 Maintenance period

- 32.1** Unless otherwise agreed, the maintenance period for construction work is 6 months, for installation work 12 months, and the period commences on the day following the day on which the work is delivered by the Client to the Principal.
- 32.2** If a maintenance period has been agreed, the Contractor shall remedy any defects within two weeks of notification. Defects that require urgent repair shall be remedied by the Contractor within 24 hours of notification at the latest.
- 32.3** Unless there is a situation of Force Majeure on the part of Contractor, defects that have not been remedied within the period(s) specified in article 32.2 GPC shall be remedied by Client. All damages shall then be recovered from Contractor.

Article 33 Termination

- 33.1** In the event that a Contract for a definite or indefinite period has been concluded between the Parties, the Client shall always be entitled to terminate this Contract for any reason whatsoever, subject to a reasonable notice period. Upon termination, the Client shall not be liable for any compensation or damages.

Article 34 Van Wijnen Code of Conduct

- 34.1** In performing the Contract, the Contractor shall act in accordance with and shall conform to the Code of Conduct of Bouwend Nederland and the code of conduct used by the Client, entitled "This is how we act (Zo doen wij)." The code of conduct can be viewed on our website. Click [here](#) to open it.

Article 35 Language

- 35.1** The Dutch text of the GPC constitutes the only authentic text. In the event of any discrepancy between the Dutch text and a translation into a foreign language, the Dutch text shall prevail.