

## GENERAL PROVISIONS

### ARTICLE 1. APPLICABILITY OF THE PURCHASE CONDITIONS

- 1.1 These general terms and conditions apply to all enquiries, offers, agreements and legal acts related thereto where Unica Groep B.V. and/or affiliated enterprises, hereinafter referred to as “Unica”, purchases goods and/or services from a third party, hereinafter referred to as the “Supplier”, or grants a subcontracting contract to a third party, hereinafter referred to as the “Contractor”. Wherever “Supplier” is mentioned, “Contractor” should also be read. The client(s) of Unica is/are referred to in these purchase conditions as the “Principal”.
- 1.2 These general terms and conditions may only be derogated from in writing and with Unica’s explicit consent.
- 1.3 The applicability of any terms and conditions used by the Supplier is expressly rejected.

### ARTICLE 2. CONCLUSION OF THE AGREEMENT

- 2.1 An enquiry by Unica is followed by an irrevocable offer from the Supplier, which is irrevocable for the period specified in the offer, though at least for a period of three months.
- 2.2 An agreement is only concluded if Unica accepts an offer by means of a written purchase order, specifying an order number and a project number.
- 2.3 The agreement is entered into subject to the suspensive conditions that the agreement with the Principal is concluded and that the engagement of the Supplier is approved by the Principal.
- 2.4 If in the course of the performance of the agreement drawings, models, specifications, inspection regulations and suchlike, made available or approved by Unica, are made use of, these form an integral part of the agreement and of the obligations of the Supplier.
- 2.5 The Supplier will not provide offers to the Principal concerning goods and/or services related to the work in question. Nor will the Supplier make arrangements with the Principal, without involving Unica, that are related to the work in question. If the Supplier receives assignments and/or instructions from the Principal that are related to the work in question, those will only be carried out following express written permission from Unica.
- 2.6 The Supplier can never rely on unfamiliarity with the provisions described in these conditions. These are fully applicable.
- 2.7 The Supplier is liable for all damage if the information provided to it contains errors, is unclear and/or is incomplete and the Supplier did not inform Unica of this in writing.

### ARTICLE 3. PRICES

- 3.1 The agreed prices and rates are in euros, exclusive of VAT. The agreed prices and rates are fixed and not subject to set-off and include all costs related to or arising from the performance of the agreed work. The prices and rates may never be increased as a result of changes concerning exchange rates, purchase prices, freight rates, import or export duties, excise duties, levies, taxes, raw materials or semi-finished products, wages and other payments that the Supplier owes to third parties.

### ARTICLE 4. DELIVERY

- 4.1 Delivery is made D.D.P. (delivered duty paid, Incoterms 2020) at the agreed (shipping) address. All agreed delivery dates and periods are strict deadlines.
- 4.2 The delivery is completed at the time at which Unica, or another party on Unica’s behalf, has taken delivery of the goods, either party has signed for approval and the goods have been approved. The supply of services is completed at the time at which the performance has been signed for as correct.
- 4.3 If Unica requests the Supplier to suspend the delivery, the Supplier will store the goods/and or the materials and parts required therefor in proper packaging and clearly designated for Unica free of charge and indemnify Unica against loss, damage and the exercise of rights by third parties.
- 4.4 Delivery includes, inter alia, delivery of all auxiliary materials and documentation drawn up in the Dutch language such as drawings, quality certificates, inspection certificates and guarantee certificates, service manuals, instruction manuals and guides.
- 4.5 The Supplier is not authorised to make partial deliveries, unless agreed otherwise in writing, in which case the term “delivery” also includes a partial delivery.
- 4.6 Inspection and/or testing of goods by Unica does not constitute delivery nor taking delivery of such goods.
- 4.7 If the Supplier delivers after the agreed delivery date or delivers in an improper manner, the Supplier fails to perform its obligation in respect of these obligations starting from the agreed delivery date, without a notice of default being required to that end. In that case, the Supplier owes a penalty amounting to 1% of the amount contracted for/price for the goods delivered late or in an improper manner per calendar day, up to a maximum of 10% of the amount contracted for/price. The penalty

does not affect the obligation for the supplier to compensate for all damage that has arisen for Unica as a result of late or improper delivery.

### ARTICLE 5. PACKAGING AND DISPATCH

- 5.1 The Supplier must package the goods in a proper and environmentally-friendly and preferably recyclable manner at its expense and subject to the requirements under or pursuant to the law. The shipment must contain a packing list.
- 5.2 The Supplier will strictly comply with special requirements set by Unica in respect of the packaging and/or dispatch, provided that the Supplier was informed of such requirements in writing in good time.
- 5.3 The Supplier must take back packaging material should Unica so demand. The Supplier is responsible for removing or processing packaging, waste, rubbish and redundant material at its expense to the extent that such originates from or is related to the delivery of goods or performance of work under the agreement.
- In doing this, the Supplier will observe the applicable legislation and regulations. (Return) packaging will be returned at the risk and expense of the Supplier to a location to be designated by the Supplier.

### ARTICLE 6. QUALITY, GUARANTEE

- 6.1 The Supplier guarantees that the delivered goods and services conform to the agreement. The Supplier guarantees that the goods and services:
- have the promised properties;
  - are of good quality, are free of defects and, if applicable, in an as new condition;
  - are suitable for BIM use;
  - are free of rights and claims by third parties;
  - are suitable for their intended purpose;
  - comply with the requirements under or pursuant to the law in the fields of, inter alia, quality, health, safety and environment;
  - contain or are accompanied by information necessary for correct and safe usage (including maintenance) and which has been affixed on the goods or, if this is not possible, on the accompanying instructions in a clear manner and in the Dutch language;
  - comply, in conformity with the statutory European guidelines, with the CE marking or the EC declaration of conformity for machines / safety components or “manufacturer’s statement”;
  - do not contain asbestos or other carcinogenic substances, or are otherwise dangerous to the health;
  - are accompanied by drawings, quality and guarantee certificates that contain a type, serial and, if possible, equipment number;
  - in the case of timber products, that all timber products have been sustainably produced, come from a legitimate source and bear the FSC or PEFC label.
- 6.2 The Supplier will be proactive and, where possible, innovative in improving the environmental performance associated with the goods to be delivered or the services to be provided.
- 6.3 At Unica’s request, the Supplier is obliged to give Unica or the Principal the opportunity to inspect the goods to be delivered, works of a material nature and their building materials and accessories and/or to ascertain the quality and progress of the work. The Supplier must lend its full cooperation to this. Inspection or the refraining from inspection by Unica does not discharge the Supplier from any responsibility and does not affect any rights of Unica under these conditions.
- 6.4 If the goods – irrespective of the results of the prior inspections – turn out not to comply with the provisions in paragraph 1 of this article the Supplier will, at the discretion of Unica and at the Supplier’s expense, repair or replace the goods or add the missing parts should Unica so demand, unless Unica prefers to terminate the agreement. All costs to be incurred in connection with this are at the expense of the Supplier.
- 6.5 In urgent cases or if after having contacted the Supplier it must reasonably be assumed that the Supplier will fail to perform its (guarantee) obligation, Unica has the right to carry out repairs or replacement, or to have a third party do so, at the expense of the Supplier, or Unica is entitled to demand that the Supplier outsources all or part of the performance of the agreement to third parties at its own expense and risk. All this does not release the Supplier from its obligations under the agreement.
- 6.6 Inspection (including testing and examination) by or on behalf of Unica may take place before as well as after the delivery.
- 6.7 In the event of an inspection the Supplier must:
- provide access to the places where the goods are produced and/or are stored;
  - render cooperation in the desired inspection and provide the required documents and information at its expense.
- 6.8 As soon as the Supplier knows or should know that it will fail to perform the agreement, it is obliged to report this to Unica in writing without delay, giving reasons.
- Without prejudice to the right of Unica in accordance with the provisions

in article 17, the parties will discuss if, and if so, in which manner, the delivery can take place to the satisfaction of Unica.

6.9 Unless otherwise agreed in writing, there is a guarantee period of two years after delivery of the (complete) work/project to the Principal by Unica, of which the goods and/or services delivered and supplied by the Supplier, or the performed work, are part. The guarantee period in respect of performed repairs recommences after the repaired goods have been put into operation.

6.10 If the manufacturer's warranty is more extensive than that referred to above, this manufacturer's warranty will apply as a minimum.

6.11 This article shall not affect the Supplier's liability pursuant to the agreement and the law.

6.12 Inspection, testing or approval by the Client does not imply acceptance and does not release the Supplier from any guarantee or liability arising from the agreement or the law. Rejection does not release the Supplier from its obligation to carry out the work on time.

## ARTICLE 7. RESPONSIBLE ENTREPRENEURSHIP

7.1 Unica aims for a sustainable and ethically responsible supply chain in which working conditions are safe, employees are treated fairly and with respect, companies operate in an ethical manner and the environment and surroundings are burdened as little as possible. To make its wishes concrete, Unica has drawn up a Code of Sustainable Supply, which is an integral part of any agreement that Unica concludes with a supplier. This code can be amended and/or supplemented by Unica at any time and is binding on the Supplier. The code can be viewed via the following link: <https://www.unica.nl/english/Corporate-Governance> under Code of Sustainable Supply.

7.2 The Supplier will carry out its operations in a fair, ethically responsible and lawful manner, in accordance with generally accepted codes of conduct, and will avoid unacceptable activities, including acceptance of or acquiescence in extortion, discrimination on the basis of race, gender, religion etc., bribery, use of child or forced labour, violation of human rights or the imposition of unreasonable working conditions.

7.3 The Supplier guarantees to Unica that it and its employees, representatives, affiliates and/or third parties acting on behalf of the Supplier are not guilty of or have not been guilty of bribery of Unica, employees and/or third parties or otherwise.

7.4 The Supplier guarantees that performance of the agreement does not constitute a violation of any treaty or statutory provision in the area of export control, prohibitions or restrictions or in the area of international sanctions in that respect and declares that the business conducted by the Supplier complies and will comply with the regulations in question at all times.

7.5 The Supplier indemnifies Unica against all rights, costs, damage, claims and/or penalties (including direct, indirect and/or consequential loss, reputational damage or otherwise) suffered or incurred by Unica, which arise from or are related to a violation of this article, irrespective of whether or not the agreement has been terminated.

7.6 The Supplier must use a sound management system for safety, health, the environment, quality and information security, to the satisfaction of Unica. At Unica's request, the Contractor will submit a certificate issued by a recognised certifying body with regard to the aforementioned management system. In the absence of this, the Supplier will give Unica the opportunity to audit the functioning of the management system, in which respect the Supplier must lend its full cooperation. Irrespective of the availability of a certificate and irrespective of the result of any audit, the Supplier remains fully liable for the quality and soundness of the work carried out and to be carried out.

7.7 The Supplier ensures that these obligations are also complied with by any auxiliary persons and/or third parties that are engaged.

## ARTICLE 8. OWNERSHIP

8.1 The ownership of the goods passes from the Supplier to Unica at the time of delivery. The Supplier guarantees that the full and unencumbered ownership will be acquired.

8.2 In case of a transfer of ownership before the actual delivery takes place, the Supplier will mark the goods and/or the materials and parts required therefor as the recognisable property of Unica, and indemnify Unica against loss, damage and the exercise of rights by third parties.

8.3 In the event that Unica rejects goods, the risk and ownership are deemed to never have passed to Unica, unless otherwise agreed in writing.

8.4 If Unica makes goods available to the Supplier in order to process, combine or merge them with goods that are not the property of Unica, Unica will become the owner of the goods thusly created at the time of processing, combining or merging.

## ARTICLE 9. AUXILIARY MATERIALS

9.1 Drawings, calculations, models, moulds, tools, components, specifications and other auxiliary materials made available by Unica or

purchased or created by the Supplier in connection with the agreement will remain the property of Unica or will become the property of Unica at the time of purchase or creation and will not be used for or in connection with any other purpose than the delivery to Unica.

9.2 The Supplier is obliged to mark the auxiliary materials referred to in the previous paragraph as the recognisable property of Unica, to keep them in good condition and insure them adequately at its expense against all risks as long as the Supplier acts as holder for Unica in respect of those auxiliary materials. The Supplier is not allowed to remove or modify any mark on the auxiliary materials concerning property rights of Unica.

9.3 The auxiliary materials will be returned to Unica on demand or simultaneously with the (final) delivery of the goods to which the auxiliary materials pertain.

9.4 Auxiliary materials used by the Supplier for the performance of the agreement will be presented to Unica for approval on Unica's demand.

## ARTICLE 10. INVOICING, PAYMENT, SETOFF

10.1 Invoices must in any case specify:

- a. the date;
- b. the order number;
- c. the project number;
- d. the delivery address;
- e. the delivery date;
- f. the net price;
- g. VAT number of Supplier;
- h. instalment number in case of the contracting of work;
- i. applied rate in case of the contracting of work and hiring in of workers;
- j. wage sum in case of the contracting of work and hiring in of workers;
- k. tax withholding number in case of the contracting of work and hiring in of workers;
- l. correct name details, in conformity with what is stated in the purchase order.

If the VAT Reverse-charge mechanism is applicable, the invoice must:

- m. state that the VAT is reverse-charged;
- n. specify the correct turnover tax number of the Unica Entity in question.

If the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act applies:

- o. the invoice must include a man-day register / workslip;
- p. the blocked amount must be specified on the invoice (if applicable);
- q. the G account number must be specified on the invoice (if applicable);
- r. the email address for original purchase invoices is: [inkoopfactuur@unica.nl](mailto:inkoopfactuur@unica.nl). Invoices are processed automatically, which is why
- s. the invoice must include all attachments (invoice as well as any man-day registers, workslips, reports and such) in PDF. Other file types will not be processed;
- t. 1 invoice in 1 PDF with the attachments in question must be sent by email;
- u. texts included in the email message will not be read.

If the above is not complied with or not complied with in full, Unica is entitled to suspend the payment of the invoice and return the invoice.

10.2 Unica may pay the income tax and national insurance contributions related to the work, for which it is jointly and severally liable under the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act, to the Supplier by paying it into the Supplier's guarantee account within the meaning of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (the G account).

10.3 Unless agreed otherwise, Unica will transfer 40% of the pay element – and if this is unknown 40% of the invoice amount – directly. The amount will be paid into the Supplier's G account. A payment into a G account is considered a payment in discharge of obligations. Unica may change the percentage of 40% if it turns out that the agreed percentage is not identical to the income tax and national insurance contributions actually owed by the Supplier.

10.4 Payment takes place within 60 days of approval of the invoice. In case a payment term is exceeded by Unica, or in case of non-payment by Unica of an invoice on account of suspected errors in terms of the content of that invoice or unsoundness of the invoiced work, this does not give the Supplier the right to suspend or terminate its work.

10.5 Payment by Unica can never be deemed acceptance or approval. Payment does not affect the other rights of Unica under the agreement and the other written documents applicable thereto.

10.6 Unica is authorised to deduct the amounts it owes, for whichever reason, to the Contractor and/or companies affiliated with the Contractor from the amounts that Unica can claim, for whichever reason, from the Contractor and/or companies affiliated with the

Contractor. This provision does not affect any setoff that Unica may make.

10.7 Invoices that Unica receives more than four weeks after delivery of the goods or the date on which Unica accepted the performance, will not be accepted. Expiry of such period causes the Supplier's right to payment of those invoices to lapse.

## ARTICLE 11. PROVISION OF SECURITY

11.1 Unica may at all times require the Supplier to provide security concerning the performance of the Supplier's obligations under agreements concluded between them and all documents pertaining thereto in accordance with this article.

11.2 Unless otherwise agreed in writing, the security is 5% of the contract price. The security must be provided in the form of an unconditional and irrevocable bank guarantee provided by a bank that is acceptable to Unica. The costs of the bank guarantee are at the expense of the Supplier.

11.3 The security is maintained until the time of completion/acceptance by Unica or the time at which discovered defects have been repaired and acceptance may still take place.

## ARTICLE 12. CHANGES

12.1 Unica is authorised to change the volume and/or properties of the items to be delivered and to make changes and modifications to drawings, specifications, etc.

12.2 If such a change has consequences for the agreed price, delivery time and/or quality, the Supplier, before implementing the change, will inform Unica about this in writing within five days of the notice of the desired change. If in the opinion of Unica such consequences for the price and/or delivery time are manifestly unreasonable in relation to the nature and scope of the change, Unica has the right to terminate the agreement by means of a written notice to the Supplier. Termination pursuant to this paragraph does not give any of the parties a right to compensation for any damage.

12.3 The Supplier is exclusively authorised to make or implement changes in respect of the performance of the agreement following prior written permission from Unica.

## ARTICLE 13. CONFIDENTIALITY

13.1 The Supplier is obliged to keep confidential all information pertaining to the agreement that it learnt of or that was brought to its attention on account of the agreement.

13.2 The Supplier is not permitted to retain possession of documents or transcripts or copies thereof, in whichever form, that it holds for Unica, longer than is necessary for the performance of the agreement. In any event the Supplier is obliged to return such documents and/or transcripts or copies thereof to Unica immediately after the performance of the agreement, without keeping a transcript or copy thereof.

13.3 The Supplier is obliged to impose the same obligations as referred to in this articles on its employees or third parties engaged by it for the performance of the agreement.

13.4 In the event of violation of this article, Unica may impose a penalty on the Supplier of €10,000 per violation.

## ARTICLE 14. INDUSTRIAL AND INTELLECTUAL PROPERTY

14.1 The Supplier guarantees that the use (including resale) of the goods delivered by it or of the auxiliary materials purchased or created by it for the benefit of Unica will not constitute an infringement of patent, trademark or design rights or copyrights or any other rights of third parties (intellectual property rights).

14.2 All intellectual property rights that are made available to the Supplier by Unica or otherwise and/or that have arisen or will arise in connection with the performance of the agreement, belong exclusively to Unica, regardless of whether the aforementioned rights have arisen as a direct result of the work of the Supplier and regardless of whether the Supplier and/or third parties engaged by it for and on behalf of Unica have created or have brought about the intellectual property rights.

14.3 The Supplier indemnifies Unica against claims arising from any infringement of the above-mentioned rights and will compensate Unica for all damage that results therefrom.

14.4 Information and auxiliary materials provided by Unica to the Supplier will remain the property of Unica.

14.5 The Supplier is not allowed to use the information or auxiliary materials made available for purposes other than for which Unica has provided these documents to the Supplier and/or to make them available to third parties in whole or in part in any form whatsoever without prior written and express permission from Unica.

14.6 The Supplier is not permitted to use the company logo or the company name as a reference without Unica's prior written and explicit consent. The use of Unica as a reference is only permitted after written consent has been obtained from the corporate marketing & communications department via [marketing@unica.nl](mailto:marketing@unica.nl). Unica retains the right to withdraw consent to be used as a reference at any time and with

immediate effect.

## ARTICLE 15. TRANSFER

15.1 Without prior written permission from Unica the Supplier may not transfer, pledge or grant title to the agreement, any part thereof or rights or claims under the agreement, to third parties. This provision is intended to have effect under property law, as referred to in Article 83 paragraph 2 of Book 3 of the Dutch Civil Code. Unica will not withhold its permission on unreasonable grounds and may attach conditions to such permission. Unica's permission does not affect the Supplier's liability for third parties it engages.

## ARTICLE 16. LIABILITY

16.1 The Supplier is liable for all damage suffered by Unica and/or third parties as a result of an attributable failure of the Supplier as a result of the actions or omissions of the Supplier or its personnel or the third parties engaged by it.

16.2 The Supplier indemnifies Unica against all claims on account of noncompliance by the Supplier with the obligations under the agreement, or under the law.

16.3 The Supplier is obliged to:

- take out business liability insurance with a primary coverage of at least €5,000,000 per claim, including coverage for employer's liability in accordance with Articles 658 and 611 of Book 7 of the Dutch Civil Code;
- adequately insure the equipment it uses against damage to property and persons, including any resulting damage caused by or in connection with the use of the equipment;
- to take out insurance in accordance with the provisions of the Motor Insurance Liability Act for equipment that can be considered a motor vehicle, covering at least €2,500,000 per event. The work risk must also be insured;
- in the event of realisation of works, to take out Construction all-risk (CAR) insurance with primary cover, in which the sum insured for the section 'the work' is at least equal to or greater than the amount contracted for and agreed between the Client and the Supplier and the section 'property of Client' is at least €1,250,000. The excess amounts to a maximum of €10,000 per event. This provision will not apply if the Principal has taken out CAR insurance and the Supplier is co-insured under it. The excess is at the expense of the Supplier.

16.4 Unica has the right to require that the insurance policy/policies lists/list Unica as co-insured party, instructing party and beneficiary with simultaneous waiver by the insurance companies of the right of recourse, as well as that the insurance companies have the right to compensate Unica and/or third parties designated by it directly. At the request of Unica, the Supplier is obliged to submit a copy of the insurance policy/policies.

16.5 Unica is not liable for any damage suffered on the part of the Supplier, its personnel and/or third parties engaged by the Supplier, unless the damage is the result of intent or wilful recklessness on the part of Unica.

## ARTICLE 17. TERMINATION

17.1 Unica is authorised to suspend the agreement, in full or in part, or to terminate the agreement, in full or in part, without notice of default and without judicial intervention by means of a written notice to the Supplier (without Unica being obliged to pay any compensation and without prejudice to any other rights it is entitled to, including the right to full compensation and refund of the purchase price already paid) in case of:

- suspension of payment or liquidation order against the Supplier or an application to that end;
- change of control in the company of the Supplier;
- imposition of a guardianship order or administration order on the Supplier;
- attachment of a significant part of the operating assets of the Supplier or of items intended to be used for the performance of the agreement;
- failure of the Supplier to comply with any obligation under the agreement that arises therefrom after written notice of default, unless the Supplier is in default under the Agreement;
- if the agreement between the Principal and Unica is terminated.

17.2 All claims that Unica may then have or acquire against the Supplier will be immediately and fully due and payable.

17.3 In the event of full or partial termination, without prejudice to its right to claim compensation for any damage, Unica will be entitled:

- to return to the Supplier, at the Supplier's expense, the goods that have already been delivered but cannot (or no longer) be used or demolish the work that has already been carried out and to claim back the payments already made for the goods or work respectively;
- after written notice, to complete the agreement itself or to have



it completed by third parties at the expense and risk of the Supplier (not applicable for article 18.2(f)).

## ARTICLE 18. VICARIOUS TAX LIABILITY

18.1 This article applies in case the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act, the Hirer Liability Act or the Assessment of Employment Relationships (Deregulation) Act applies to the agreement.

18.2 The Supplier will in the event of performance of assignments and contracting of work, should Unica so demand prior to the agreement and in the course of the performance thereof, provide all those documents to Unica that Unica may reasonably require to be provided, including, for instance:

- a. a copy of an extract from the register of the Chamber of Commerce – not older than 6 months, to be supplied each year;
- b. a copy of the G account agreement;
- c. a copy of the payment history report ‘income tax and national insurance contributions’ (employee insurance premiums, national insurance premiums, income-related health insurance contribution and wage tax) from the Tax and Customs Administration – not older than three months, to be supplied anew every three months;
- d. a copy of the applicable VCA certificate;
- e. a copy of the applicable NEN and/or ISO certification;
- f. other tax, insurance and other documents, in respect of the possession of which Unica may have a reasonable interest.

18.3 The Supplier indemnifies Unica against any claim of the Tax and Customs Administration and/or other government agency. This in any case also includes interest, penalties, costs, and legal assistance costs in order to challenge any claim for liability.

18.4 The Supplier is not allowed to assign, pledge or transfer to a third party claims that must be paid to the tax and customs administration or an industrial insurance board.

18.5 If the Supplier involves a third party in the performance of its obligations, it is jointly and severally liable for the obligations arising from the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act without prejudice to the right of Unica to claim full compensation in case the Supplier or the third party involved by it in the performance of the agreement does not comply with its obligations under this Act.

18.6 Without prior written permission from Unica the Supplier may not make use of hired-in workers. This permission will not be granted in case the Supplier does not adequately demonstrate that Unica will remain indemnified against payments imposed on it by the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act because the supplier of workers does not comply with its obligations arising from the above-mentioned Act.

18.7 If payment is demanded from Unica, under the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act, of social insurance contributions to be paid or wage tax to be withheld by the Supplier or by third parties engaged by it, Unica may recover such payment from the Supplier without prejudice to the rights of the Supplier against third parties on that account. The statutory interest is owed on the claims specified above in this paragraph.

## ARTICLE 19. FOREIGN NATIONALS (EMPLOYMENT) ACT

19.1 The Supplier guarantees that, even if it acts as the principal of third parties and/or forwarder as a result of which it deploys third party workers to perform services, if and for as long as it will employ a foreign national as referred to in the Foreign Nationals (Employment) Act:

- a) he has a valid work permit issued for this foreign national, which allows the Supplier to actually deploy or employ the foreign national for the work;
- b) this employment is and will remain in accordance with the Foreign Nationals (Employment) Act;
- c) the foreign national has a valid identity document within the meaning of the Compulsory Identification Act and that he/she can show this at the first request of Unica or its Principal.

19.2 Before the foreign national commences his/her actual activities for the first time, the Supplier will provide Unica with a paper or electronic copy of this permit and of the foreign national's identity document. If these documents change in the meantime, the Supplier will immediately provide Unica with a copy of the changed document. If the document loses its validity in the meantime, the Supplier will immediately inform Unica of this. The Supplier guarantees that as soon as one of these documents is not (or no longer) valid, the foreign national concerned will no longer be employed by Unica.

19.3 Unica is entitled to store (copies of) the documents provided by the Supplier in a manner and for a period to be determined by Unica, in order to always be able to comply with the retention obligation and the obligation to show an identity document prescribed in the Foreign Nationals (Employment) Act in order for Unica to check or to have third parties appointed by Unica check that these documents are valid and

complete and relate to the actual persons present and employed by Unica, to provide (copies of) these documents at first request to the persons authorised by or pursuant to the law (whereby Unica will inform the Supplier as soon as possible in writing if such a request is made), and in case of non-compliance with the provisions of this article 37, to immediately deny the foreign national access to the company premises or to remove him/her from the company premises.

19.4 The Supplier is liable for all damage that Unica suffers as a result of not meeting the obligations referred to in this article, or not meeting them in full or in due time, including but not limited to fines imposed by the authorities and the costs of other enforcement measures and/or penalties imposed.

## ARTICLE 20. PRIVACY

20.1 If the Supplier processes personal data during the performance of the agreement, the Supplier will process the personal data in a proper and careful manner and will comply with the statutory regulations arising from the General Data Protection Regulation.

20.2 The Supplier will inform Unica within two working days at the latest in the event of:

- a. a request and/or complaint from the supervisory authority;
- b. a request of the data subject regarding the personal data processed in the performance of the agreement;
- c. a court order, summons, statutory or other obligation to share personal data with third parties;
- d. the intention to disclose personal data to a competent government authority.

20.3 The Supplier will cooperate with Unica when a data subject submits a request to exercise his or her rights.

20.4 The Supplier will inform Unica about the discovery of a possible data breach within 24 hours of discovering it. The Supplier will act in accordance with Unica's instructions and the obligations arising from statutory obligations with regard to the Data Breach. At the request of Unica, the Supplier will provide the requested cooperation that Unica deems necessary to report the Data Breach to the Dutch Data Protection Authority and/or another competent supervisory authority and/or the data subjects.

20.5 Communication about the data breach will always take place in consultation with Unica.

20.6 The Supplier will not retain the personal data longer than necessary and in accordance with the applicable legislation and regulations.

20.7 When the agreement between the Supplier and Unica ends, in consultation with Unica, the Supplier will return the personal data it has processed during the performance of the agreement to Unica and/or destroy it.

## ARTICLE 21. GENERIC ACCESS INSTRUCTIONS

21.1 The Supplier undertakes to comply with the requirements concerning the generic access instructions (Generieke Poortinstructie: GPI).

21.2 As of 1 April 2019, the GPI is mandatory. All workers who carry out work on the construction site must have a valid GPI and show it at the construction site. Without a valid GPI, the worker will not be allowed access to the construction site.

21.3 The Supplier will ensure that the worker concerned is in possession of a valid GPI and will provide Unica with a copy of the GPI at Unica's first request.

21.4 In case of serious unsafe conduct, whereby a worker acts contrary to the GPI, Unica is entitled to (temporarily) revoke the validity of a GPI certificate. Any consequences of such revocation will be entirely at the Supplier's expense and risk.

21.5 If the Supplier does not comply with the obligations in this article, Unica is entitled to impose a fine of €250 for each violation, to be withheld by Unica from payments to be made to the Supplier. This does not affect Unica's right to claim additional compensation for any damage.

## ARTICLE 22. SIT

22.1 In order to bring safety in the construction industry to a higher level, a certain level of safety awareness is mandatory in contracts. We call this agreement ‘Safety in Tendering (SiT)’. The Supplier is obliged to comply with SiT at all times.

22.2 The Supplier is obliged, depending on the type and scope of the work in accordance with the SiT Guide, to have and demonstrate an Approved Self Assessment (ASA), Safety Culture Ladder (SCL) light statement or certificate. This guide is available at <https://gc-veiligheid.nl/tools/veiligheid-in-aanbesteding-via>.

22.3 The Supplier must demonstrate, at the start of the project or at the latest within three months of the start of the performance, that it fulfils all requirements by submitting the proof to Unica as referred to in paragraph 2, i.e. the ASA, SCL light statement or SCL certificate.

22.4 If a higher standard is required by the Principal, the Supplier must meet this higher standard.



## ARTICLE 23. RIGHT OF CLAIM, RETENTION AND SET-OFF

23.1 The Supplier hereby unconditionally and irrevocably waives its right of retention, suspension, claim and set-off. The Supplier also stipulates with each of the third parties it engages that they will comply with the obligation referred to in this article.

## ARTICLE 24. APPLICABLE LAW, DISPUTES

24.1 The agreement and all agreements arising therefrom are exclusively subject to the law of the Netherlands.

24.2 All disputes that may arise between the parties will, at Unica's discretion, be settled by the ordinary court in Utrecht or by the Arbitration Board for the Building Industry.

## ARTICLE 25. WAIVER OF RIGHTS

25.1 A delay or negligence in respect of a claim for strict performance of contractual or non-contractual obligations or the exercise of any right, does not affect the option of Unica to exercise its rights at a later time. Waiver of rights by Unica may only take place expressly and in writing.

25.2 Approval, acceptance or permission given by Unica never constitutes a waiver of rights and does not release the Supplier from its obligations under the agreement.

## ARTICLE 26. FINAL PROVISIONS

26.1 These conditions were originally prepared in the Dutch language. In case of a lack of clarity and difference in interpretation and/or explanation of these conditions, the Dutch text is decisive at all times.

## GENERAL SUBCONTRACTING CONDITIONS

## ARTICLE 27. CONTRACT AND PRICES

27.1 Subcontracting agreements are always concluded subject to occurrence of the work to which the agreement pertains, approval of the agreement concluded with the Contractor by the Principal or the management of the work and the actual application of the materials referred in the contract/the performance of the working methods referred to in the contract.

27.2 The prices given by the Contractor are fixed prices. Price changes may only be implemented if Unica has expressly accepted them in writing. Price changes based on the specifications will not be passed on to Unica if that which is set out in the previous sentence of this article has not been applied or without the required consent.

27.3 The Contractor guarantees that the work to be performed by employees will be performed in a professional, competent and uninterrupted manner.

27.4 The Contractor will provide employees with approved tools and personal protective equipment.

## ARTICLE 28. PERFORMANCE, COMPLETION AND TIME FRAMES

28.1 The Contractor must perform the contract as a good Contractor, making use of the correct materials. Orders and instructions given by Unica must be carried out in a strict manner.

28.2 The Contractor will take care of the equipment to be used for the contract. If Unica provides items to the Contractor, Unica may pass on the costs for this to the Contractor. Unica is entitled to deduct those costs from the amounts it owes to the Contractor.

28.3 The Contractor will commence with the performance of the work at the time specified in the agreement. If the progress of the project requires this, Unica is entitled to make changes to the timetable without the Contractor being able to claim additional payment.

28.4 Subcontracting work may only be considered to be definitively completed following written confirmation of approval from Unica. Up to that time, the Contractor bears the risk. Approval does not release the Contractor from its obligation pertaining to the quality of the item delivered/completed and the compliance with the requirements set in the agreement.

## ARTICLE 29. CHANGES, MORE / LESS WORK

29.1 The Contractor will not provide offers to the Principal concerning the performance of activities related to the work in question. Nor will the Contractor make arrangements with the Principal, without involving Unica, that are related to the work in question. If the Contractor nevertheless receives assignments and/or instructions from the Principal, those will only be carried out following express written permission from Unica.

29.2 The Contractor will carry out all changes on the instructions of Unica. The consequences of the changes for the completion and related matters will be agreed in writing in advance. If no agreement is reached, Unica has the right to terminate the agreement (in part) or to order that the changed work is carried out.

29.3 The Contractor is obliged to carry out changes as a result of circumstances not foreseen in the agreement, which, in view of their nature, are part of the contract, without being able to claim any setoff. This is also the case if the change is the result of instructions pertaining to the performance of the contract given by or on behalf of the government or utility companies.

29.4 Additional work only qualifies for setoff in case Unica has ordered the additional work in writing by means of a purchase order, has approved the additional work and if and to the extent that the invoiced additional work amount does not exceed the amount specified in the purchase order.

29.5 A change of the nature and scope of the performance that affects the agreed price and timeframes for the performance of the work, does not affect the other provisions of the agreement.

## ARTICLE 30. PAYMENT: FINAL ACCOUNT

30.1 (Partial) payments by Unica to the Contractor must take place under the following conditions:

- a. the (partial) completion has been approved in writing by Unica;
- b. the invoice complies with the provisions set out in article 10.1 of the general terms and conditions.
- c. the Contractor demonstrates in writing that it has complied with all statutory obligations concerning the payment of wages and social insurance contributions.

30.2 Payment takes place within sixty days of completion and receipt of all documents part of the completion, including the invoice, provided that the completion has been approved in writing. The period of sixty days commences at the time at which all requirements specified in this article have been complied with.

30.3 The Contractor must submit its invoices to Unica within four weeks of delivery, failing which the invoices will no longer be eligible for payment. Payment takes place in case the Contractor has complied with its obligations under the agreement.

## ARTICLE 31. LAWS, REGULATIONS AND PERMITS

31.1 The Contractor declares that it is aware of all applicable statutory regulations to the extent that these apply to the performance of the agreements between Unica and the Principal and between Unica and the Contractor.

31.2 The Contractor declares that it is willing to comply with all applicable statutory regulations and to compensate Unica, the Principal and/or third parties for all damage in the event of violation of that which is set out above in this sentence.

31.3 The Contractor declares that it has sufficient knowledge to carry out the work in accordance with all applicable statutory regulations, in particular concerning safety, health and environment.

31.4 The Contractor undertakes to ensure sufficient security when leaving the workplace unattended and that the waste materials produced by it are disposed of.

## ARTICLE 32. DAMAGE TO OR LOSS OF ITEMS

32.1 The Contractor is liable for damage to or loss of the items, equipment and the material used by it for the performance of its work.

32.2 Unica is never liable for a decrease in value, loss or theft of items belonging to the Contractor.

## ARTICLE 33. SAFETY

33.1 The materials, equipment and tools (such as lifting gear and hoisting equipment, climbing equipment and scaffolding materials) used by the Contractor must in any case comply with the statutory requirements and be adequately insured.

33.2 Employees who, in the opinion of Unica, act unsafely or improperly at work, must be removed from the work immediately on request. The Contractor must ensure that such employees are replaced immediately. The replacement costs are at the expense of the Contractor.

33.3 The Contractor must be certified in accordance with the Safety, Health and Environment Checklist for Contractors (VCA). The minimum certification is VCA\* or VCA\*\*.

33.4 Unica has the right to suspend the work in case it comes across an unsafe situation caused by the Contractor. In connection with this, Unica is not obliged to pay compensation and such delay is never a matter of force majeure on the part of the Contractor. The costs are at the expense of the Contractor.

33.5 Fines imposed by the Inspectorate SZW or another competent authority that are wholly or partially related to the work performed by the Contractor, will be for the account of the Contractor. The Contractor will compensate Unica for all damage and costs related to this.

## SPECIAL PROVISIONS PROVISION OF MANPOWER

### ARTICLE 34. PLACEMENT OF PERSONNEL BY INTERMEDIARIES ACT

34.1 The Supplier has, as far as necessary, a permit for the provision of manpower and complies with the requirements as recorded in the Placement of Personnel by Intermediaries Act. The Supplier will only engage third parties who also meet the requirements laid down in the Placement of Personnel by Intermediaries Act.

34.2 Workers who are deployed are obliged to carry a valid proof of identity and (if applicable) a valid residence permit or residence document. As regards workers in respect of whom a work permit is required, the Supplier ensures that a copy of the work permit is provided to Unica before commencement of the work.

34.3 The Supplier is responsible for the day-to-day management and the supervision of the performance of work. The number of qualified and competent supervisors that the Supplier makes available for this must be consistent with the scope and nature of the work and the requirements that Unica imposes. Supervisors must have proper command of the Dutch language.

### ARTICLE 35. PERSONAL PROTECTIVE EQUIPMENT

35.1 The Supplier provides the workers with the required personal protective equipment including, in any case, safety glasses and shoes, and with tools.

35.2 If necessary, Unica will provide the workers with a safety helmet and workwear carrying the Unica logo. The Supplier must ensure that the workers actually wear this protective equipment. The workers of the Supplier are not allowed to wear third-party workwear.

35.3 It is not permitted to wear this protective equipment at work sites other than those of Unica.

35.4 The protective equipment referred to in paragraph 2 must be returned to a Unica employee designated for that purpose within one week of the end of the work. Unica has the right to deduct an amount of €250 (or as much higher as the actual damage amounts to) from the final invoice of the Supplier for each set of protective equipment not returned.

### ARTICLE 36. TERMINATION AND PERSONNEL TAKEOVER

36.1 Unica and the Supplier may agree on a trial period for workers. If during the trial period it turns out that workers do not carry out the work to the satisfaction of Unica, the Supplier must immediately replace those workers. The costs are at the expense of the Supplier.

36.2 Unica is entitled to terminate the provision of manpower agreement early subject to a notice period of 7 calendar days, without ending up liable for compensation as a result of this. This notice period does not apply if observance thereof cannot reasonably be required of Unica on account of urgent reasons (for instance on account of termination of the agreement between Unica and the Principal).

36.3 Optionally, Unica may offer workers (whether or not subordinate) of the Supplier an (employment) agreement, once work has been carried out for at least 1040 hours (in a field staff position) or 1500 hours (in an office position), or three months after the end of a Contract, in which case the Supplier will not impose restrictions of whichever form on the worker in question that prevent him from concluding an (employment) agreement with Unica.

### ARTICLE 37. LABOUR MARKET FRAUD (BOGUS SCHEMES) ACT

37.1 The Contractor undertakes to comply with the applicable legislation and regulations in performing the Contract, in particular though not restricted to complying with the obligations under the Labour Market Fraud (Bogus Schemes) Act and any implementing provisions and/or legislation related thereto based on or related to the Labour Market Fraud (Bogus Schemes) Act ("Labour Market Fraud (Bogus Schemes) Act and related regulations"), as well as with an applicable collective agreement and/or other statutory obligations as they read at the date on which the Contract takes effect, or as they will read during the term of the Contract.

37.2 The parties particularly undertake to comply with the following non-exhaustive list of provisions of the Labour Market Fraud (Bogus Schemes) Act:

- a) payment of the agreed wage subject to the statutory regulations (hereinafter: "the Wage");
- b) payment by funds transfer of the Wage;
- c) payment of the Wage without deduction or setoff (save for exceptions included in the Labour Market Fraud (Bogus Schemes) Act);
- d) payment of the holiday allowance due under the law;
- e) provision of a transparent and itemised payslip;
- f) to all persons put to work in connection with the performance of the Work.

37.3 Should a person who has been put to work in connection with the performance of the Work so demand, the Contractor will provide the

name and address details of the immediate higher and lower links in the chain and of the ultimate client and furthermore ensure proper, transparent and accessible records of the employment conditions arrangements and paid wages, giving sufficient evidence of compliance with the Labour Market Fraud (Bogus Schemes) Act and related regulations, as well as with an applicable collective agreement and/or wage agreements that have been made.

37.4 The Contractor will grant Unica and/or competent authorities access to the records referred to in the previous paragraph immediately on request, in order to check, or have another party do so, compliance with the Labour Market Fraud (Bogus Schemes) Act and related regulations and an applicable collective agreement (and/or agreement), whether or not in connection with preventing or dealing with an action to recover back wages concerning work carried out in connection with the performance of the Agreement.

37.5 The Contractor will cooperate in screenings, audits or wage validations on a random or periodic basis.