

KINGSPAN LIGHT + AIR NL B.V. /KINGSPAN LIGHT + AIR PRODUCTION NL B.V.

CLAUSE 1. DEFINITIONS

In these general terms and conditions of purchase (referred to hereinafter as "Conditions"), the following words will have the meanings assigned to them below:

- Kingspan: the private companies with limited liability Kingspan Light + Air NL B.V. and Kingspan Light + Air Production NL B.V., as well as all their affiliated companies;
- Contractor: any person or company invited by Kingspan to tender or with whom Kingspan has concluded a contract;
- Principal: any person or company that has engaged Kingspan, by whatever name, and with whom Kingspan has concluded a contract as a result.

CLAUSE 2 APPLICABILITY OF CONDITIONS

- 2.1 These Conditions apply to every request, notification, contract and all resulting obligations concerning a performance which the Contractor is to render to Kingspan.
- 2.2 If the English translation of these Conditions is used and its interpretation becomes unclear as a result, then the interpretation of the corresponding provision(s) in the original Dutch version of these conditions will prevail in the context of this interpretation.
- 2.3 Kingspan expressly rejects the applicability of any general or specific conditions or stipulations of the Contractor or third parties.
- 2.4 Deviations from these Conditions or any contract with Kingspan may only be made in writing by the persons authorised to do so and will in that case only apply with regard to the specific contract to which the deviations relate.

CLAUSE 3. TENDERS AND CONTRACT

- 3.1 A tender made at Kingspan's invitation is binding and irrevocable until Kingspan has accepted or rejected it in writing.
- 3.2 Costs associated with tenders or quotations, which also include the costs of advice, drawings and the like, are not reimbursed by Kingspan.
- 3.3 A contract is concluded after Kingspan's written acceptance of a tender and in accordance with the acceptance by Kingspan. Additions and amendments to the provisions of the Agreement will be binding on Kingspan only if accepted by Kingspan in writing.
- 3.4 If the contract has been or is deemed to have been concluded jointly with two or more Contractors, they are jointly and severally liable for all obligations arising from the contract.
- 3.5 If the Contract contains apparent inconsistencies and/or errors and/or omissions, the Contractor must notify Kingspan of this before the contract is concluded or before performing the contract, whichever is earlier, in default of which any right to additional payment lapses.
- 3.6 The contract is being concluded subject to the conditions precedent that the Main Contract for Services and the contract between Kingspan and the Principal is concluded and that the engagement of the Contractor is approved by the Principal.

CLAUSE 4. SCOPE OF THE WORK & INSPECTIONS

- 4.1 The Contractor will comply strictly with its obligations under the contract and these conditions, will ensure that decisions which fall within its responsibilities in connection with the progress of the performance of the contract are taken at such a time as to guarantee the unhindered progress of the performance of the contract.
- 4.2 The Contractor will also ensure that all information that is relevant to or likely to affect the performance of the contract is made available to Kingspan in a timely, complete and accurate manner.
- 4.3 The Contractor guarantees the accuracy and completeness of the information and specifications already provided in this context by or on behalf of the Contractor.
- 4.4 The Contractor will be presumed to have verified the correctness of the information provided to it for the delivery of the performance and to have notified Kingspan immediately of any uncertainties in this respect. The Contractor will bear the risk and expense associated with any inaccuracies which the Contractor discovers or should have discovered in the course of a close inspection but did not report immediately. The Contractor is furthermore deemed to be an expert in matters on which it receives information from Kingspan.
- 4.5 For the delivery of the performance, the Contractor will, at its own expense and risk, ensure the following:
 - a. horizontal and vertical transport of persons and materials;
 - b. erecting scaffolding, racks and ladders and removing them after the completion of the work;
 - c. the energy, water and gas supply required for the performance of the work and the timely application, acquisition and maintenance of the necessary permits.
 - d. waste disposal;
 - e. the use of safety facilities, such as edge protection systems, safety nets or scaffolding sole plates and the like, if this is prescribed in any relevant laws and/or regulations, or if Kingspan deems such to be necessary;
- 4.6 The Contractor waives any right it may have to suspend performance, and/or right of retention and any right of set-off.

- 4.7 Kingspan or persons or entities designated for this purpose by Kingspan are at all times entitled to carry out at the Contractor or at third parties engaged by the Contractor the inspections, checks and tests deemed necessary by Kingspan of the goods and parts thereof to be supplied by the Contractor and/or the work to be performed by the Contractor.
- 4.8 To this end, the Contractor will grant access to the place where the products in question are produced or stored, or where the relevant work is carried out, will cooperate with the desired inspections, checks and tests and will provide, at its own expense, the documentation and information required in this context.
- 4.9 If products and/or the work are rejected during inspections, checks or tests, Kingspan will notify the Contractor of this in writing, stating the reason(s) for the rejection. In that case, the Contractor will not have the right to claim damages or any other form of compensation.
- 4.10 Approval of products and/or the work does not release the Contractor from any guarantee or liability arising from these Conditions, a contract or the law.

CLAUSE 5. CONTRACT VARIATIONS & CHANGES

- 5.1 Kingspan may request the Contractor to make changes before or during the performance of the work. The Contractor is obliged to perform the work, including the changes, within the agreed delivery periods.
- 5.2 The Contractor may only refuse to carry out changes at the request of Kingspan if the implementation of the change would result in a disruption in the performance of the work that would be unacceptable according to the standards of reasonableness and fairness, or would have unacceptable consequences under those same standards, such as that the safety of the project or persons would be jeopardised.
- 5.3 The Contractor is not permitted to perform more, less or other work than agreed upon. The Contractor is only entitled to claim compensation for the financial consequences of a change and/or the related postponement of the delivery date and/or agreed planning, if and in so far as the change, including the financial consequences and the related postponement, has been agreed in writing.
- 5.4 Within 14 calendar days after Kingspan has submitted a request for a change, the Contractor must submit a specification to Kingspan of the financial consequences and any consequences for the implementation period that would result from the proposed change. If the Contractor fails to submit an itemisation of the additional costs and the consequences for the implementation period within this period, the Contractor's right to reimbursement of costs and/or right of postponement of the delivery date and/or agreed milestones will lapse.
- 5.5 Kingspan can instruct the Contractor in writing to implement a change subject to the reservation expressly included in the Contract with regard to determining the financial consequences of the change and any adjustment of the delivery date and any agreed milestones. In that case, the Contractor will be obliged to commence the implementation of the change before the parties have reached agreement on the financial consequences and/or adjustment of the delivery date and any agreed milestones.
- 5.6 If the Contractor proposes a change, it must also add a proposal comprising at least the following:
 - a) a description of the change and the way in which it wants to implement this;
 - b) insight into the extent to which the change will lead to adjustment of the delivery date and any agreed milestones;
 - c) insight into the financial consequences.
- 5.7 Kingspan may attach conditions to its consent to a change proposed by the Contractor.
- 5.8 The Contractor will only be entitled to claim compensation for cost-increasing factors if and in so far as Kingspan has the same claim against the Principal and not before Kingspan has received the compensation from the Principal.

CLAUSE 6. DELIVERY PERIODS

- 6.1 Delivery by the Contractor must be effected within the agreed delivery periods. As soon as the Contractor knows or should know that the performance of the contract will not take place, or will not take place in time or properly, the Contractor will immediately inform Kingspan of this in writing, stating the reason(s) for the faulty performance in this context.
- 6.2 The delivery period commences on the date of Kingspan's written acceptance of a tender. Kingspan reserves the right to determine the time and/or order of the deliveries, whether or not on a call-off basis. In that case, the Contractor is not entitled to damages or compensation unless, in the exclusive opinion of Kingspan, this demonstrably substantially increases the costs for the Contractor and all or part of the compensation is reasonably offered.
- 6.3 By exceeding the delivery period, the Contractor will be in default without further notice of default and Kingspan will have the right to claim damages. In that case, Kingspan will also have the right to terminate the contract in full or in part, without being obliged to pay damages.

CLAUSE 7. PACKAGING AND TRANSPORT

- 7.1 Products will be delivered duty paid to Kingspan, including any

import duties (DDP - Incoterms 2010), at a place to be designated by Kingspan, irrespective of whether or not the place of delivery is in the Netherlands.

- 7.2 Delivery of products also includes the unloading and stacking of the products at the place designated by Kingspan. If delivery on the Contractor's premises has been agreed, delivery includes loading and stacking the products in or on the means of transport used by Kingspan or on its behalf to transport the delivered goods.
- 7.3 Products will be delivered in packaging that is suitable for the agreed transport and that complies with all applicable statutory regulations and standards. 7.4 The Contractor is obliged to take back the packaging referred to in the previous paragraph. The costs of returning and processing the packaging will be borne by the Contractor.
- 7.4 Products must be delivered during working days between 9 a.m. and 4 p.m., unless explicitly agreed otherwise in writing.

CLAUSE 8. ACCEPTANCE AND DELIVERY

- 8.1 Upon delivery of products by and/or completion of the Contractor's work, Kingspan and the Principal will be entitled to inspect these. When contracting for work, inspection of the work will take place at the Contractor's written request to Kingspan in which the Contractor indicates the date on which the work will be completed. The inspection will take place as soon as possible after the date referred to in the previous sentence. The date and time of inspection will be announced to the Contractor as soon as possible. Kingspan may require the Contractor or its authorised representative to be present during the inspection. The work and/or products delivered will only be considered as delivered/accepted after written approval by [check source]**
- 8.2 In the event of rejection or refusal to accept the goods to be delivered, Kingspan will immediately notify the Contractor of this in writing. In this respect, the Contractor will be given the opportunity to show that the products in question and/or the work performed meet the requirements agreed, such within 10 working days after the date stated in the written notification referred to in this paragraph, or as much earlier as the progress of the work requires. The Contractor is liable for loss incurred by Kingspan and/or third parties in this context.
- 8.3 Kingspan will at all times be entitled either to return products it rejects to the Contractor or to retain them until the Contractor has given Kingspan further instructions on how to deal with it, all this at the Contractor's risk and expense.
- 8.4 If Kingspan rejects products and/or the work, it may afford the Contractor an addition term within which the delivery and/or performance of the work in accordance with the agreed requirements may still take place, without prejudice to the Contractor's liability for failure to deliver the work on time. Upon rejection, Kingspan will also be entitled to suspend or terminate the contract in full or in part, without the Contractor being entitled to damages.

CLAUSE 9. TITLE AND RISK

- 9.1 Title to, and risk associated with, the products delivered to it and/or the work carried out for it passes to Kingspan at the time of delivery/acceptance within the meaning of Clause 8. In case of advance payment by Kingspan, title will be transferred upon advance payment. In that case, the risk will pass at the time of delivery/acceptance within the meaning of Clause 8.
- 9.2 If a retention of title has been agreed for the benefit of the Contractor, Kingspan is permitted to process and sell the products delivered to it and/or the work carried out for it in so far as is customary in the normal course of its business.
- 9.3 In the event of subcontracting as referred to in clause 21 through 27, the title to and risk associated with the products to be delivered to Kingspan by the Contractor or the work to be performed by it will pass to Kingspan when the subcontracted work is completed within the meaning of paragraph 4 of this clause.
- 9.4 The work commissioned to the Contractor by Kingspan as a subcontractor is deemed to have been completed if the work has been made available to Kingspan by the Contractor and has been approved by Kingspan and Kingspan's Principal has accepted the work as completed.

CLAUSE 10. PRICES

- 10.1 All prices agreed between Kingspan and the Contractor, including the prices of subsequent and additional deliveries are fixed and may not be increased on any ground or for any reason whatsoever.
- 10.2 The previous paragraph also applies with regard to price increases, whether or not on the basis of a price index which the Contractor wishes to apply on the basis of increased labour costs, increased taxes and/or materials and/or raw materials costs, even if such price increases are permitted by the government.
- 10.3 If the Contractor exceeds the quantities ordered by Kingspan, Kingspan will not be liable to pay additional compensation for this. The Contractor is obliged to take back the oversupplied products at its expense.

CLAUSE 11. PAYMENT

- 11.1 Unless explicitly agreed otherwise in writing, payment of invoices from the Contractor will take place within 60 days after the Contractor has fulfilled its obligations and Kingspan has received an invoice that complies with all statutory requirements and that is

- not disputed by Kingspan in terms of its accuracy.
- 11.2 If Kingspan challenges an invoice, it will notify the Contractor of this in writing within thirty days of receipt of that invoice, stating the reason(s) for the challenge. Kingspan is entitled to suspend payment of the invoice if it is challenging until the Contractor has provided sound evidence of its correctness.
- 11.3 Payment will only be made if the work performed by the Contractor or the delivery of products, or part thereof, for which an instalment was agreed, has been approved and accepted by Kingspan, or when completion within the meaning of Clause 9.4 has taken place.
- 11.4 Kingspan is entitled at all times to set off its debts to the Contractor against its claims against the Contractor and the companies affiliated with the Contractor, even if the counterclaim has been assigned to a third party in the meantime. Kingspan is also entitled to assign its claims against the Contractor to a third party.
- 11.5 Kingspan is entitled to require the Contractor to provide security. The relevant security must be such that all that the Contractor owes or will owe to Kingspan on any account whatsoever is properly covered. If the Contractor refuses to provide security that Kingspan views as unsound, then Kingspan will be entitled to suspend its performance of obligations to the Contractor or to terminate the contract. The related costs or losses must be reimbursed by the Contractor.
- CLAUSE 12. GUARANTEE AND WARRANTY**
- 12.1 The Contractor has been properly informed of Kingspan's requirements and wishes, and of its organisation, working method, products, service levels and objectives and other relevant factors/circumstances relating to the performance of the contract.
- 12.2 The Contractor warrants, without any reservation and to the exclusion of force majeure, that all products delivered and/or services provided and/or works performed for Kingspan are of good quality, free of any flaws in the used materials and complete, suitable for the purpose for which they are intended and comply with the statutory and governmental provisions and, moreover – in so far as relevant – with the requirements referred to in the applicable quality requirements and advisory reports published by VMRG, a Dutch association for the metal window frames and façades industry, including any additions as they read three months before the date of the conclusion of the contract, which quality requirements and advice can be consulted directly at <https://vmrg.nl/kwaliteitseisen/kwaliteitseisen-en-adviezen> and a copy of which will be sent by Kingspan to the Contractor at the latter's first request. Furthermore, the Contractor warrants that all products delivered and/or services provided and/or works comply with the contract.
- 12.3 The Contractor must also furnish Kingspan with all guarantees that Kingspan must provide to the Principal or its client(s) on the basis of the contract for services or main contract for services or the specifications, in so far as those guarantees relate to the Contractor's performance.
- 12.4 The Contractor guarantees, without any reservation and to the exclusion of force majeure, that the performance of the contract, which includes the deployment of auxiliary persons and use of relief goods, was effected properly, in accordance with laws and regulations, with due observance of all technical and other requirements and in accordance with the current state of affairs in the field of the environment and technology.
- 12.5 If the agreed performance consists solely or partly of the provision of a service, the Contractor guarantees that the intended result will be achieved by using this service.
- 12.6 If the agreed performance relates to the provision of an IT service or hardware components, the Contractor warrants the error-free and interrupted functioning of the service, software or hardware components.
- 12.7 All defects and flaws arising during the warranty period, with the exception of those resulting from normal wear and tear, will be repaired immediately and in full by the Contractor, free of charge and after Kingspan's first notification. This will not prejudice Kingspan's rights to reimbursement of costs, losses and interest.
- 12.8 The warranty period relating to the products is five years, counting from the date of acceptance of these products. In the event of subcontracting, the Contractor will warrant the soundness of the products delivered and/or services provided and/or works for a period of five years after completion by the Contractor.
- 12.9 By re-delivery, replacement or repair under the warranty, the period of that warranty is extended or renewed by the period mentioned in paragraph 1.
- 12.10 If the Contractor in the execution of its performance agreed with Kingspan uses materials and/or services supplied by third parties, the Contractor's guarantee to Kingspan extends to the scope of the guarantee obtained by the Contractor from its relevant supplier and/or contractor if and in so far as that guarantee is more extensive and of longer duration than the guarantees which the Contractor must provide in accordance with the contract and in accordance with these Conditions.
- 12.11 If the agreed performance consists of contracting work, the Contractor will for the period referred to in paragraph 8 guarantee the soundness of the construction delivered and the materials used, provided that it was free to choose that construction and those materials. In this context, soundness is taken to mean that the relevant construction and materials meet the requirements referred to in the above-mentioned quality requirements and advisory reports published by VMRG, a Dutch association for the metal window frames and façades industry. If it appears that the delivered construction and/or the materials used are not sound, the Contractor will repair or replace them or credit King-
- span for a proportionate part of the relevant invoice.
- 12.12 If it appears that the delivery was not sound, Kingspan will, in so far as possible, return the relevant good(s) duty paid to the Contractor, after which the Contractor will repair or replace them or will credit Kingspan for a proportionate part of the relevant invoice.
- 12.13 The costs of repair or replacement in this context will be borne by the Contractor.
- 12.14 In all cases, Kingspan will afford the Contractor the opportunity to repair a possible defect or to replace a defective part.
- 12.15 If, in the opinion of Kingspan, the Contractor is late in repairing a defect and/or is unable to repair it properly or repair of the defect cannot be delayed, Kingspan will be free, after written notification to the Contractor, to carry out the necessary work, or cause it to be carried out, at the Contractor's expense. The Contractor will bear any loss ensuing therefrom, explicitly including consequential loss incurred by itself or third parties.
- CLAUSE 13. ATTRIBUTABLE FAILURE AND TERMINATION**
- 13.1 If the Contractor fails to comply with any obligation that may arise from any contract with Kingspan, or fails to comply with it on time, the Contractor will be in default without notice of default and Kingspan will, without notice of default or judicial intervention being required, be entitled to:
- suspend the performance of the contract and contracts and/or obligations directly related thereto until the Contractor's fulfilment of its obligations has been sufficiently secured; and/or
 - fully or partially terminate the contract and contracts directly related thereto. On termination by Kingspan, the Contractor is not entitled to any damages, in whatever form.
- 13.2 In the event of suspension of payments – whether or not provisional – bankruptcy, shutdown or dissolution of the Contractor's business or attachment by third parties of assets of the Contractor, all contracts with the Contractor will be dissolved by operation of law, unless Kingspan informs the Contractor within a reasonable time that it requires performance with the relevant contracts, or part thereof. In that case, Kingspan will be entitled without notice of default to suspend the performance of the contract until fulfilment by the Contractor has been sufficiently secured.
- 13.3 If an event occurs as referred to in clauses 13.1 or 13.2, all claims of Kingspan against the Contractor are due and payable immediately and in their entirety.
- 13.4 A dissolution within the meaning of this clause will not result in the termination of any right of Kingspan as laid down in any provision of these Conditions.
- CLAUSE 14. NON-ATTRIBUTABLE FAILURE (FORCE MAJEURE)**
- 14.1 Kingspan is entitled, without incurring any further liability, to demand an immediate postponement of dispatch, delivery of products and/or performance of services or to suspend or terminate the contract, or its performance, in whole or in part, if such postponement, suspension or termination is necessary or justified as a result of any circumstance that is independent of Kingspan's will that precludes Kingspan's performance of all or part of its obligations to the Contractor and which results in a situation in which Kingspan cannot reasonably be expected to fulfil its obligations, regardless of whether that circumstance could have been foreseen at the time of the conclusion of the contract.
- 14.2 The circumstances referred to in paragraph 1 of this clause is also taken to include: strikes and lockouts, stagnation or other problems in the production or performance of work at third parties by Kingspan and/or with its own transport or transport provided by third parties or measures of any government agency, as well as the absence of any government licence.
- 14.3 In case of force majeure, the Contractor will not be entitled to any compensation, even if Kingspan has obtained any benefit as a result of the force majeure.
- 14.4 Kingspan will inform the Contractor of a possible case of force majeure as soon as possible.
- CLAUSE 15. LIABILITY AND INDEMNIFICATION**
- 15.1 The Contractor is liable for any disadvantage and all costs related to loss, of any nature whatsoever, expressly including consequential damage (incurred by third parties), inflicted on Kingspan, its personnel and/or third parties as a result of a failure to be attributed to the Contractor and arising from the performance of or relating to any contract with Kingspan for whatever reason, for example, but not limited to, the loss caused by the failures referred to in Clauses 12 and 13 of these Conditions. Kingspan's accounting records will serve as full evidence of Kingspan's loss, unless the Contractor provides evidence to the contrary.
- 15.2 The Contractor will take out and maintain adequate insurance against liability as referred to in this clause. The insurance will have to offer a minimum cover for an amount of EUR 2,500,000 per claim for compensation. In the event that equipment is used, the Contractor is obliged to insure this equipment against damage to the object itself and liability.
- The policy must include that:
- i) the cover for objects subject to the Civil Liability Insurance (Motor Vehicles) Act (WAM) must meet the requirements of this Act and cover loss due to the use of the equipment.
 - ii) Kingspan and the Principal are co-insured and that insurers waive their right of recourse.
- Any excess will be borne by the Contractor.
- If a policy has not been taken out and/or proof of payment of the premium for one or more of the aforementioned insurances has
- not been provided, Kingspan will be entitled, but not obliged, to take out such insurance(s) at the Contractor's expense.
- On request, the Contractor will immediately allow Kingspan to inspect the policy and proof of payment relating to the premiums and transfer claims or future claims relating to payments or insurance funds to Kingspan.
- 15.3 The Contractor will indemnify Kingspan against any third-party claims, including claims of the Principal, of any nature whatsoever or for whatever reason.
- 15.4 Any liability on the part of Kingspan for whatever reason is limited to the amount paid out under its insurance for each event that causes loss or harm. If and to the extent that no payment is made under an insurance policy, any liability on the part of Kingspan will be limited to a maximum of EUR 25,000. In both cases, a series of related events will be regarded as a single event.
- CLAUSE 16. INTELLECTUAL PROPERTY RIGHTS**
- 16.1 the Contractor will owe Kingspan an immediately due and payable penalty without judicial intervention being required which is not subject to mitigation and/or set-off, of EUR 45,000 per violation, without prejudice to Kingspan's other rights in this context, including full damages pursuant to the law.
- 16.2 If the Contractor violates the provisions of the second sentence of clause.
- 16.3 All drawings, diagrams, models, calculations, designs, software, etc. (referred to hereinafter as "documentation") originating from Kingspan and made by the Contractor the instructions of Kingspan are the property of Kingspan, while the intellectual property rights thereto are also vested in Kingspan. The Contractor is not permitted to use or copy this documentation or to make it available to third parties in any form whatsoever for any purpose other than for which the Contractor made it available to the Contractor. The Contractor must return all relevant documentation to Kingspan at Kingspan's first request within 24 hours of a request to that effect, failing which the Contractor will owe Kingspan an immediately due and payable penalty without judicial intervention being required and which is not subject to mitigation and/or set-off, of EUR 1,000 for each day that the Contractor remains in default in this respect. In addition to full damages, this penalty can be claimed pursuant to the law and does not prejudice Kingspan's other rights.
- CLAUSE 17. ASSIGNMENT OF RIGHTS AND OBLIGATIONS, PERFORMANCE BY THIRD PARTIES**
- 17.1 Kingspan is permitted to assign its rights and obligations arising from any contract with the Contractor to third parties. The Contractor is not entitled to assign its rights and/or obligations arising from any contract with Kingspan to one or more third parties without Kingspan's prior written consent.
- 17.2 The Contractor is not allowed to have the contract or part thereof performed by third parties, without Kingspan's prior written permission. If the contract is performed by third parties, the Contractor will remain liable for the performance of this contract.
- CLAUSE 18. DEPLOYMENT AND REPLACEMENT OF PERSONNEL**
- 18.1 All personnel deployed by the Contractor are under the Contractor's direct supervision and responsibility. A person responsible on behalf of the Contractor must always be present at the workplace during the performance of work for Kingspan. His name and the names of the persons hired by the Contractor must be known to Kingspan and the construction management on site.
- 18.2 In this context, the Contractor will deploy only its own personnel during the performance of any contract with Kingspan. Personnel may not be replaced during the performance of a contract by the Contractor without Kingspan's prior written consent.
- 18.3 Once Kingspan is of the opinion that the personnel deployed by the Contractor do not or no longer comply with the required qualifications or are unwilling or unable to perform the work properly, the Contractor will be obliged to arrange for replacement at Kingspan's first request.
- 18.4 Personnel may only be replaced if the replacement personnel are at least equivalent in terms of training, experience and expertise to the personnel originally deployed. Induction costs and other related costs cannot be charged to Kingspan by the Contractor. Replacement of personnel may not hinder the continuity of the performance of the contract.
- 18.5 As regards the delivery of its performance, the Contractor must comply with all existing statutory and contractual obligations relating to working conditions and work safety and the Contractor will take care of any safety measures to be taken in relation to the performance to be delivered.
- 18.6 The Contractor will ensure that its employees comply with the safety rules that apply during the performance of the work. It is mandatory to wear the personal protective equipment, which Kingspan judges to be necessary for the performance of the Contractor's work on the construction site. If the Contractor's employees fail to observe the safety rules of conduct, Kingspan will be entitled to deny the employees in question access to the construction site.
- CLAUSE 19. CONFIDENTIALITY**
- 19.1 The Contractor guarantees that it will observe secrecy towards third parties with regard to all information and matters regarded as confidential by Kingspan, of which its staff or third parties engaged by it become aware upon the conclusion and/or performance of a contract. Secrecy must also be observed in respect of data and matters for which the Contractor can reasonably understand are confidential, without the confidentiality being explicitly stated.

19.2 If the Contractor violates the provisions of paragraph 1 of this clause, it will owe Kingspan an immediately due and payable penalty without judicial intervention being required and which is not subject to mitigation and/or set-off, of EUR 45,000 per violation, without prejudice to Kingspan's other rights in this context.

CLAUSE 20. PERSONAL DATA

- 20.1 The Contractor gives Kingspan permission to store, process and use or re-use all information obtained by Kingspan in the performance of the contract and guarantees that all information and data it makes available to Kingspan was obtained in a lawful manner, made available to Kingspan in a lawful manner and that the data does not infringe any rights held by third parties. The Contractor will indemnify Kingspan and keep Kingspan indemnified against all claims or actions by third parties, public authorities and/or individuals including those pursued against Kingspan in relation to the use or processing of personal data.
- 20.2 In so far as Kingspan and the Contractor share personal data with each other during the performance of the contract, they will reasonably comply with the requirements arising from the applicable privacy legislation.
- 20.3 On request and without delay, the Contractor will inform Kingspan about how the Contractor complies with the applicable privacy legislation.
- 20.4 The Contractor will process the personal data provided by Kingspan to the Contractor only for the performance of the contract and will never store it any longer than necessary. The Contractor will take all required technical and organisational measures to protect personal data that the Contractor receives from Kingspan. The Contractor will ensure that the personal data made available to Kingspan remain up to date.
- 20.5 The Contractor must inform Kingspan immediately about data breaches or any complaints, requests or requests for information originating from individuals, including requests to correct, remove or block personal data.

CLAUSE 21. SUBCONTRACTING

- 21.1 If the contract concluded with the Contractor relates to activities carried out by the Contractor based on a subcontract, the provisions of Clauses 21 through 27 will also apply.
- 21.2 The Contractor declares that it is fully aware that the contract regards and is directly related to a contract concluded by Kingspan with the Principal. In this context, the Contractor declares that it is fully aware of the content of the contract concluded between Kingspan and the Principal, in particular of the specifications and conditions in that respect.
- 21.3 If a contract between Kingspan and the Principal imposes obligations on Kingspan, these obligations will be imposed mutatis mutandis on the Contractor and will apply mutatis mutandis and be part of the contract between Kingspan and the Contractor, to the extent that any contract between Kingspan and the Contractor does not contain any provisions or stipulations to the contrary.
- 21.4 The Contractor declares that it is aware of all statutory and other provisions which Kingspan is required to observe and comply with by virtue of its contract with the Principal. The Contractor will also observe and comply with these statutory and other provisions.
- 21.5 The Contractor will refrain from making any statements to the Principal about the substance of any, current or former, cooperation between the Contractor and Kingspan, or about the contents of any contract with Kingspan.
- 21.6 The Contractor is not entitled to enter into a contract with the Principal, regardless of the subject of this contract, without Kingspan's prior written consent.
- 21.7 If the Contractor violates the provisions of Clauses 21.5 or 21.6, the Contractor will owe Kingspan an immediately due and payable penalty without judicial intervention being required which is not subject to mitigation and/or set-off, of EUR 45,000 per violation.

CLAUSE 22. EXECUTION OF THE WORK

- 22.1. The work must commence at the time specified in the contract and take place in accordance with the schedule set out in the contract or a schedule to be determined by Kingspan or the Principal. The terms stated in the schedule are strict deadlines for the Contractor.
- 22.2. As soon as the Contractor knows or expects that the work cannot be carried out properly or in good time, it will immediately inform Kingspan of this in writing, stating the circumstances causing the delay.
- 22.3. Kingspan may change and specify the time and/or order of the work to be carried out. The Contractor will not be entitled to compensation in that case.
- 22.4. The Contractor is only obliged to follow orders and instructions given by or on behalf of Kingspan.
- 22.5. Without prejudice to the provisions of paragraph 4 of this clause, Kingspan may request its Principal and/or the management at the job to give their orders and instructions directly to the Contractor, which orders and instructions the Contractor will be required to observe. Kingspan will inform the Contractor of the above-mentioned request in writing.
- 22.6. As regards the organisation of the construction site, the Contractor is obliged to follow the instructions given by the Labour Inspectorate and the advisor engaged by Kingspan, including with regard to the storage of and safety in relation to the materials used and the work to be carried out.
- 22.7. Days of rest, holidays or other generally or locally recognised days off, or those prescribed by the government or by virtue of a Collective Labour Agreement, also apply to the Contractor and its

employees who carry out work at the workplace. Kingspan is not liable for any losses and/or expenses incurred by the Contractor as a result.

- 22.8 The work/deliveries to be carried out by the Contractor must take place within the working hours applicable at the construction site. If the work is continued during the winter season, the Contractor is obliged to cooperate with this. Overtime will only be permitted after having obtained the prior written permission of the Labour Inspectorate and Kingspan.

CLAUSE 23. OBLIGATION TO WARN

- 23.1 For the performance of the work, the Contractor must investigate and warn Kingspan for any inadequacy of the situation found, including inadequacy of the surface, substructure and other works and objects on which, to which or in which the work must be attached or carried out.
- 23.2 After commencement of the performance of the work, the Contractor will bear the risk and expense of any inadequacy found in the situation.

CLAUSE 24. EQUIPMENT

- 24.1 Equipment, tools and instruments to be used by the Contractor in the performance of the work must be validly approved by a competent authority.
- 24.2 The Contractor must use and maintain the equipment made available to it by Kingspan or the Principal in an expert manner and insure it properly.
- 24.3 The Contractor must arrange for the storage space it needs at its own risk and expense. If the Contractor is permitted to use a designated storage space at the construction site, and will bear the risk of using that storage space.
- 24.4 The Contractor will bear the expense of any horizontal and vertical transport required for the performance of the work.

CLAUSE 25. SAFETY

- 25.1 The Contractor must be in the possession of an SCC **/ certificate and the employees must at least be in the possession of a BSCC. If the Contractor is not in the possession of an SCC **/ certificate, the Contractor must demonstrate that its business operations are equivalent to an SCC*-certified safety management system.
- 25.2 The Contractor is obliged to acquaint itself with and to adhere to the applicable construction site regulations, the H&S plan design and implementation phase and all permit requirements that may affect its activities.
- 25.3 The Contractor must prepare an H&S subplan in accordance with the H&S plan and submit it with the H&S coordinator for approval before the implementation phase. The Contractor may commence the performance of its activities only after the H&S subplan has been approved.
- 25.4 The Contractor must appoint a part to be responsible for H&S. The party responsible for H&S will be the contact for the H&S coordinator and will participate in the H&S coordination consultation.
- 25.5 The Contractor will actively participate in internal investigations/ audits aimed at: (i) improving safety awareness, and (ii) causes of accidents and near-misses.
- 25.6 The Contractor must report accidents or near-misses immediately to the H&S coordinator and Kingspan. In this report, or at least as soon as possible, the duration of the absence (in calendar days) must be stated as a standard for the seriousness of the accident.

CLAUSE 26. OBSERVANCE OF STATUTORY RULES AND INDEMNIFICATION

- 26.1 To the extent that a contract between Kingspan and the Contractor is subject to the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act as laid down in Article 34 or 35 of the Collection of State Taxes Act 1990 and/or the Liability of Recipients, Subcontractors and Clients 2004 Implementing Regulations, the following special obligations will be imposed on the Contractor:
- a. being in the possession of and, at the request of Kingspan, showing:
- valid proof of identity of the employees deployed for the performance of the contract;
 - (in so far as relevant) the valid residence or work permit of those employees;
 - data that can be used to individualise the salary of the employee(s) for their work and/or the name, address and place of residence details of these employees, their date of birth and citizen service number/tax and social insurance number and a specification of the hours they have worked (pay slips and/or time sheet);
 - proof of registration in the Commercial Register;
 - an original G account contract, if required, specifying the institution where the relevant account is held;
 - a statement mentioning the VAT registration number and the wage tax number;
- b. at the request of Kingspan, periodically handing over statements containing the names and registration numbers of all persons who have been employed by the Contractor from week to week, including their working hours in connection with any relevant contract with Kingspan, all this in accordance with model forms drawn up by Kingspan;
- c. at the request of Kingspan and/or on its own initiative, at least once a quarter, presenting a statement of the payment history at the industrial insurance board, and presenting a statement on the payment of wage tax and national insurance contributions within the meaning of the guidelines adopted in the context of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act, which statement

indicates that the Contractor has paid all indicated wage taxes that were known at the time of the statement.

- 26.2 Kingspan is at all time entitled to pay the Contractor social security contributions and wage tax payable by the Contractor in respect of the work, for which the Contractor is jointly and severally liable pursuant to the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act, by means of a deposit into its G account within the meaning of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act, or to pay these directly to the relevant industrial insurance board or the collector of direct taxes.
- 26.3 In the case referred to above, Kingspan will be discharged from its payment obligations to the Contractor.
- 26.4 The Contractor must also comply with all applicable laws, including the Foreign Nationals (Employment) Act, the Aliens Act, the Placement of Personnel by Intermediaries Act, the Labour Market Fraud (Bogus Schemes) Act and the Assessment of Employment Relationships (Deregulation) Act; The Contractor must record the contracts with employees in writing and must strictly comply with all its obligations towards the employees. On request, the Contractor must give Kingspan and/or competent authorities access to contracts with employees and cooperate in controls, audits or wage validation; The Contractor will impose the obligations referred to in the previous paragraph of this clause on its subcontractors and will stipulate that its subcontractors include these provisions in all contracts with their subcontractors; If an employee qualifies as a self-employed worker without employees (hereinafter "the self-employed worker"), the Contractor must conclude a contract with this self-employed worker in accordance with a model contract approved by the Dutch Tax and Customs Administration [Belastingdienst]. The Contractor is responsible for ensuring that the self-employed worker carries out the work in accordance with the contract; Before commencing the work in accordance with the contract, the Contractor must provide Kingspan with any quality mark or certificate relevant to the work, such as the LSF quality mark, NEN 4001-01 or the SCC certificate.
- 26.5 The Agreement will only enter into force if all documents requested in this clause have been provided to Kingspan on time.
- 26.6 The Contractor indemnifies Kingspan against penalties, sanctions and/or collection of wage tax or VAT imposed/collected to/from Kingspan and/or the Principal and/or third parties as a result of the Contractor's acts or and/or omissions in violation of the obligations mentioned in this clause. The Contractor indemnifies Kingspan against claims by employees in connection with the failure to comply with the applicable laws and regulations and/or the Collective Labour Agreement, which includes claims by employees within the framework of the Labour Market Fraud (Bogus Schemes) Act.

CLAUSE 27. DEFECTS LIABILITY PERIOD

The Contractor's defects liability periods are at least equal to Kingspan's defects liability periods pursuant to the contract or subcontract for services with the Principal, whereby the Contractor's defects liability periods will never expire before the corresponding defects liability periods of Kingspan.

CLAUSE 28. APPLICABLE LAW AND DISPUTES

- 28.1 All applications and communications from Kingspan and all contracts to which it is a party and all obligations arising for it there from are governed by Dutch law. The Vienna Convention on Contracts for the International Sale of Goods (Treaty Series 1981, 184) does not apply, and neither does any other international regulation whose exclusion is permitted.
- 28.2 There is a dispute between Kingspan and the Contractor if one of the parties indicates this in writing, with a brief statement of what, in the opinion of that party, is the subject of the dispute. The parties are obliged to make every effort to negotiate a settlement of the dispute within one month after it has been made known as such. Any dispute between the parties remaining after that period with regard to any tender or contract and all related actions and/or contracts arising therefrom will be settled exclusively by the competent court in Rotterdam, unless Kingspan prefers to settle the dispute in arbitration. In the latter case, Kingspan will immediately announce to which arbitration tribunal the case will be submitted and in accordance with which rules and/or rules of procedure this arbitration will be conducted.

CLAUSE 29. OTHER CONDITIONS

- 29.1 If any provision of these Conditions is invalid, this will not affect the validity of the remaining provisions. In that case, the invalid provision(s) will be replaced by new provision(s) which correspond(s), as far as possible, to the former invalid provision(s) in terms of substance, scope and purport.
- 29.2 If Kingspan enters into a contract with two or more natural or legal entities, each of these natural persons or legal entities will be jointly and severally liable for the full performance of their obligations arising from that contract.
- 29.3 Kingspan's failure to demand compliance with any provision of the contract within a period specified in the contract will not affect the right to demand specific performance later unless Kingspan has expressly agreed to the noncompliance in writing.

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