

General terms and conditions of purchase and subcontracting

Daiwa House Modular Europe B.V. dated 1 June 2022

ARTICLE 1 - DEFINITIONS

In these General Terms and Conditions of Purchase and in the agreements to which they have been declared applicable, the terms below shall have the following meanings:

Client: the (legal) person who gives Contractor an assignment to perform work, deliver or rent Products and/or services, or receives an offer to do so, being a legal person belonging to the group of Daiwa House Modular Europe B.V.

Contractor: the (legal) person to whom the Client grants an Assignment respectively to whom the Assignment is granted.

Agreement: all agreements made between the Client and the Contractor concerning the Performance.

Location of use: the location specified in the Agreement where the Products will be delivered or performed by the Contractor or where the Products will be used by the Client.

Performance: the performance of work and/or the supply of Products by Contractor.

Price: the consideration to be paid by the Customer for the Performance.

Principal: (as far as applicable) the principal in the main contract for services between Client (being a company belonging to the group of Daiwa House Modular Europe B.V.) and Principal.

Products: the Products to be delivered or supplied by Contractor to Client (including Products to be rented or leased).

Completion: the moment when the Client has confirmed to the Contractor that the Products have been installed and/or delivered in accordance with the Agreement.

Purchase conditions: these general purchase conditions.

ARTICLE 2 - APPLICABILITY

2.1 The Purchase Conditions apply to all requests, quotations, offers and all resulting Agreements. The Purchase Conditions also apply to all pre-contractual situations between the Contractor and the Client, including negotiations and offers, even if they do not lead to the conclusion of an Agreement. The Purchase Conditions form part of the Agreement.

2.2 Deviating terms and conditions shall only apply insofar as they have been expressly accepted in writing by the Client and shall only apply to the relevant Agreement(s).

2.3 Amendments and supplements to any provision of the Agreement shall only be valid if confirmed in writing by Client. The Agreement, including all applicable terms and conditions, reflects the full content of the parties' rights and obligations and replaces all prior written and verbal agreements, statements and/or remarks by the parties.

2.4 If any provision of the Purchase Conditions is invalid for any reason, the conditions shall otherwise remain in force

and the parties shall negotiate the content of a new provision, which shall approximate the content of the original provision as closely as possible.

2.5 General terms and conditions, by whatever name, of the Contractor are explicitly rejected and do not apply to the Agreement.

2.6 Provisions from the Agreement and the Purchase Conditions that are of a nature and purport to remain in effect after termination of the Agreement will remain valid after termination of the Agreement.

ARTICLE 3 – ESTABLISHMENT OF THE AGREEMENT

3.1 A request for a quotation from the Client is non-binding. The Contractor shall bear the costs of drawing up his quotation. The Client may withdraw or modify a request for quotation at any time. Quotations must be complete and include the necessary and/or requested documentation.

3.2 The Agreement is concluded a. by the explicit written acceptance or confirmation by the Client of an offer made by the Contractor or b. by the Client sending the Contractor a purchase order. A purchase order sent by Principal is deemed to have been accepted by Provider if Provider has not rejected it in writing within fourteen (14) days after sending it. The foregoing does not affect the Client's right to withdraw or amend a purchase order.

3.3 All acts performed by the Contractor prior to the conclusion of the Agreement shall be at the expense and risk of the Contractor.

3.4 Any technical specification(s) and/or contract documents, the accompanying (construction) drawings, official reports, and the list(s) of changes, explanatory notes and additions (insofar as applicable) are available for inspection by Contractor at the Principal's premises. Copies of these documents will be provided to Contractor upon request. The Contractor shall be deemed to have had access to these documents and all other relevant records.

3.5 The Contractor is obliged, prior to the Agreement's conclusion, to point out to the Client, in writing and unequivocally, any apparent contradictions and/or errors and/or omissions, in the absence of which the right to additional payment as a result of such inadequacies will lapse.

3.6 The Agreement is entered into (insofar as applicable) on the condition precedent of the conclusion of an unconditional main contract for services between Client and Principal, as well as the approval of Principal and/or the board of directors of Client.

ARTICLE 4 - PRICES / ADDITIONAL AND LESS WORK

6.1 The Price is comprehensive and fixed for the duration of the Performance. Settlement of additional costs as a result of changes in wages, taxes, social security charges, material prices, rents, freight, import and export duties, excise duties, exchange rate differences, insurance rates and/or (offsetable) quantities and/or for any other reason whatsoever is/are excluded and will be at the expense of the Contractor. The applicability of Section 7:753 of the Dutch Civil Code is excluded. If Uniform Administrative Conditions for the Execution of Works and Technical Installations 2012 (UAV 2012) or for Integrated Forms of Contract 2005 (UAV GC 2005) are declared applicable to the Agreement, the applicability of section 47 of the UAV 2012 or section 44 of the UAV-GC 2005 is likewise excluded.

6.2 The Price includes turnover tax (VAT), unless explicitly stated otherwise.

6.3 Additional work will only be considered by Contractor after its content and budget have been agreed with Principal in writing and prior to its implementation.

6.4 Settlement of additional or less work shall take place at no more than the rates stated in the quotation. Insofar as prices and/or rates for additional and less work are not included in the offer, the Contractor undertakes to offer additional and less work only at prices and rates in line with the market.

6.5 Settlement of additional and less work shall take place in the final invoice for the Performance, unless otherwise provided in the Agreement.

ARTICLE 5 - PAYMENT

7.1 Once the Contractor has carried out the Performance, he may invoice the Client for the Price. Invoices must be submitted by the Contractor for approval by e-mail to: invoices.DHMEJS@dhme.eu, unless provided otherwise in the Agreement.

7.2 An invoice must meet the legal requirements as set out in the Turnover Tax Act 1968. The following must also be stated (insofar as applicable): the contract, account and payroll taxes number, name of the Performance, whether a reporting or reverse charge mechanism applies and, in the case of subcontracting within the meaning of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act, the size of the wage bill (gross wage) included in the invoiced amount based on previously agreed agreements with regard to the wage bill and remittance obligations.

7.3 The Contractor shall use a payment term of forty-five (45) days after receipt of a correct and complete invoice, or so much longer or shorter as agreed in the Agreement.

General terms and conditions of purchase and subcontracting

Daiwa House Modular Europe B.V. dated 1 June 2022

- 7.4 If the Performance does not (fully) comply with the Agreement, the Client is entitled to suspend payment in full or in part, without prejudice to the Client's right to compensation, compliance or dissolution of the Agreement.
- 7.5 Payment by Client shall be made in accordance with the payment schedule agreed by Parties, in the absence of which payment shall be made after Completion, without prejudice to Client's right pursuant to article 17.
- ARTICLE 6 - DELIVERY / RISK**
- 8.1 The Performance shall be deemed completed when the Principal has approved the Performance in writing. On the occasion of Completion, a Completion Report shall be drawn up, to be signed by both parties.
- 8.2 If the Client determines that, in view of the nature and scope of the shortcomings, Delivery cannot reasonably be made, the Contractor shall, after consultation with the Client, propose a new date on which the Performance will be ready for Delivery.
- 8.3 After Delivery, the Performance is at the risk of Client.
- 8.4 Any shortcomings found by the Client after Delivery shall be remedied by the Contractor as soon as possible. The Contractor shall be liable for defects which were not discovered upon Completion, unless these defects are not attributable to the Contractor.
- 8.5 The maintenance period of Contractor shall (as far as applicable) be at least equal to the maintenance period resulting for Client from the main contract for services with Client. If there is no question of a principal, a maintenance period of six months shall commence for the structural part of the Performance on the day after Delivery, unless Parties have agreed otherwise. A maintenance period of twelve months applies to the installation part.
- 8.6 At the time of Delivery, the Contractor shall provide all the overviews mentioned in the Agreement of the materials used in the Performance. In case these are not mentioned in the Agreement, this concerns at least: guarantee declarations, factory guarantees, maintenance instructions and other similar documents.
- ARTICLE 7 - DURATION OF EXECUTION / POSTPONEMENT OF DELIVERY**
- 9.1 If the term within which the Performance is to be completed is expressed in working days, days shall be regarded as unworkable if the majority of the workers or machines are unable to work for at least five (5) hours due to circumstances for which the Contractor is not responsible.
- 9.2 If the term within which the Performance is to be completed is expressed in a number of calendar days, weeks or months, or if a concrete date has been agreed as the completion date, the Contractor shall bear the risk of any unworkable days occurring within this period. In this case, he may only invoke force majeure in very exceptional cases.
- 9.3 Without prejudice to the Client's right to claim additional compensation in this matter, the Contractor will owe the Client a penalty if the agreed completion period is exceeded, the amount of which will be further agreed in the Agreement. If no amount is specified in the Agreement, a penalty of € 1,000 per calendar day shall apply until the date of Delivery of the Performance, with a maximum of € 50,000, except insofar as Contractor is entitled to an extension of the term. This penalty shall be due without a summons, notice of default or judicial intervention being required.
- 9.4 Client reserves the right to change the order of the work to be performed and/or the time of delivery. In that case, the Contractor will not be entitled to any compensation, unless the Client is of the opinion that this change will demonstrably significantly increase the costs for the Contractor and it is reasonable for the Client to bear (part of) those costs.
- 9.5 A delivery date included in the Agreement is a firm date unless expressly agreed otherwise.
- ARTICLE 8 - EXECUTION OF THE AGREEMENT**
- 10.1 The Contractor is obliged to perform the Performance properly and soundly, with due observance of both current and foreseeable future regulations and the standards applicable in the sector, and further in accordance with the provisions of the Agreement.
- 10.2 Only after and only with the prior written approval of the Client, the Contractor may have all or part of the Agreement performed by third parties and/or transfer rights and/or obligations arising from the Agreement to third parties or assign or pledge claims arising from the Agreement to (a) third party (parties), et cetera. This provision has property law effect.
- 10.3 The Contractor is responsible for informing the third parties engaged by him of the agreements that apply between the Contractor and the Client when performing the Agreement.
- 10.4 Only to the extent that Contractor is explicitly authorised in writing by Client, Contractor will act as the Client's authorised representative. Any consequences arising from a breach of the foregoing shall be for the account and risk of the Contractor.
- 10.5 The implementation of the Performance must be geared to the Client's planning.
- 10.6 The Contractor will keep the Client informed about the execution of the Agreement and will provide information if requested. The Contractor is, among other things but not exclusively, obliged to immediately inform the Client in writing of any facts and circumstances that could lead to a delay in the fulfilment of the Agreement or that were not taken into account in the Agreement. This shall not affect the obligation to perform or to pay compensation.
- 10.7 The Contractor must immediately follow any instructions given by the Client. This shall not affect any duty to warn on the part of the Contractor.
- 10.8 Contractor will be present at construction meetings that are directly or indirectly related to his work and to which Client invites him.
- 10.9 During the term of the Agreement, the Contractor will use its quality assurance system. In addition, the Client may set additional quality requirements in the Agreement, whether or not by using a label. The Contractor will grant the Client or its authorised representatives free access to conduct quality research.
- 10.10 During the performance of the Agreement, the Contractor shall comply with the statutory provisions, collective labour agreements and other obligations applicable to him as an employer.
- 10.11 The Contractor is obliged to take such measures as will ensure that no environmental damage and/or soil pollution will occur at or on the User Location during the performance of the Agreement.
- 10.12 The Contractor shall refrain from making any quotations and/or offers to the Client for extensions, replacements or modifications to the work commissioned by the Client.
- 10.13 The Contractor is obliged to dispose of surplus material and tools.
- ARTICLE 9 - METHOD OF DELIVERY**
- 11.1 Delivery by the Contractor will take place at the place(s) of delivery designated by the Client, including the duties to be paid (Delivered Duty Paid in accordance with Incoterms 2020) and unloaded at the place(s) designated by the Client. The transport and unloading risk is at the expense and risk of the Contractor.
- 11.2 The Contractor shall, at his own expense, provide the storage space he requires.
- 11.3 A delivery date included in the Agreement is a firm date unless expressly agreed otherwise.
- ARTICLE 10 - INTELLECTUAL PROPERTY RIGHTS**
- 12.1 All (intellectual) property rights with regard to works created by the Client, provided (digital) documents, drawings,

General terms and conditions of purchase and subcontracting

Daiwa House Modular Europe B.V. dated 1 June 2022

- models, calculations, specifications, instructions and the like are vested in the Client.
- 12.2 The Contractor is not permitted to use the items referred to in paragraph 1 in any way other than for the purpose of and as provided for in the Agreement. Contractor is obliged to return these items to Client if Client so requests in writing.
- 12.3 The Contractor warrants that, with or during the performance of the Performance, he will not infringe any patent rights, trademark rights, model rights, copyrights, database rights, rights to know-how or other (intellectual property) rights of third parties and indemnifies the Client against any third-party claims in this regard.
- 12.4 The Contractor hereby unconditionally and without any restriction assigns all intellectual property rights to the Client, including copyright, drawing and design rights, which are vested in, contained in, or result from drawings, sketches, specifications, 3D CAD files, BIM, states, database files, calculations, models and other works made by the Contractor in the context of the Agreement, including unfinished works. This transfer shall take place by way of purchase. The consideration for the transfer of the intellectual property rights will be deemed to be included in the Price that Client owes Contractor.
- 12.5 Publications about Client's projects in any form whatsoever, both for internal and external use, are not permitted without Client's prior written consent.
- 12.6 The Contractor is obliged to keep all data, information or know-how provided by the Client confidential, which the Contractor knows or should know is confidential, unless the Contractor is obliged by law to disclose or share these data, information and/or know-how. The Contractor shall oblige the persons working under him or third parties engaged by him to observe this duty of confidentiality.
- ARTICLE 11 - INSPECTION AND GUARANTEES**
- 13.1 The Client shall be entitled at all times to inspect, test or examine the Performance or to have it inspected, tested or examined.
- 13.2 This shall not affect Contractor's liability. In the event that the Client wishes to inspect the Performance, or have it inspected, the Contractor shall lend its full cooperation.
- 13.3 The Contractor warrants that the Performance delivered is in accordance with the Agreement, is suitable for the intended purpose and meets the requirements set by the authorities.
- 13.4 Unless otherwise agreed in the Agreement, the Contractor warrants that the Performance will be free of defects for a period of twelve months after delivery of
- the Performance. During this warranty period, Contractor will be obliged to repair or replace all defects at his expense and risk at the first request and at the option of Client, within a reasonable period set by Client, unless Contractor proves that the defect has arisen due to injudicious use or normal wear and tear. The foregoing does not affect Contractor's obligation to compensate any other damage suffered by Client as a result of any defects.
- 13.5 The Contractor shall provide (insofar as applicable) at least the same warranty with respect to the Performance that the Client must provide to the Principal.
- 13.6 In the event of repair or replacement during the warranty period, a new warranty period shall commence for the repaired or replaced items and/or parts for the same period.
- 13.7 If, in the opinion of Client, Contractor fails to remedy defects within a reasonable period of time, Client shall be entitled, without further notice of default, to have defects remedied or replaced at the expense of Contractor.
- ARTICLE 12 - PERMITS AND APPROVALS**
- 14.1 The Contractor shall arrange for all necessary information, (environmental) permits, (demolition/KLIC) reports, consents and approvals required for the performance of the Performance, in so far as these have not yet been obtained by the Client. Unless otherwise agreed, failure to obtain the necessary (environmental) permits, exemptions and similar decisions concerning the set-up and use of the work in good time shall be for the account and risk of the Client. The other necessary (environmental) permits, exemptions and similar decisions are at the expense and risk of the Contractor.
- ARTICLE 13 - DEADLINE**
- 15.1 A delivery or execution date included in the Agreement is a deadline, unless explicitly agreed otherwise.
- ARTICLE 14 - ORDER AND SAFETY, MATERIALS AND TOOLS**
- 16.1 If the Performance is carried out on the Principal's or Client's premises, the Contractor is obliged to comply with the Principal's or Client's safety regulations and instructions.
- 16.2 Contractor will provide the mandatory working conditions and environmental plans for his company for inspection upon the first request of the Client.
- 16.3 Unless otherwise agreed, the Contractor shall himself arrange for the materials and tools required in connection with the implementation of the Performance. The Contractor shall only use materials and tools that meet the usual safety and quality requirements. (Electrical)
- installations and tools must be inspected in accordance with NEN 3140 and/or NEN 1010. The Client is not liable for damage to or the loss or theft of tools, materials or other items belonging to the Contractor, regardless of whether these are stored in areas made available by the Client for this purpose.
- 16.4 The Contractor is responsible for maintaining safety and taking safety measures in accordance with the statutory provisions. To this end, the Contractor will draw up a partial risk inventory (HSE partial plan) prior to commencement of the Performance and submit it to the Client for approval.
- ARTICLE 15 - PERSONNEL**
- 17.1 The Contractor is obliged to deploy qualified and reasonably sufficient personnel for the Performance and warrants that the persons it engages possess the necessary or required permits, certificates and/or diplomas.
- 17.2 If the Agreement contains arrangements as to which of the Contractor's employees will carry out the Performance, the Contractor is obliged to deploy these employees. The Principal may grant exemption from this obligation if there is a question of a termination of employment or such medical circumstances that continuation cannot be required.
- ARTICLE 16 - TERMINATION OF THE AGREEMENT**
- 18.1 Client may terminate the Agreement prematurely at any time without giving reasons. In that case, settlement shall take place on the basis of the status of the Performance.
- 18.2 If: a. the Contractor requests his own bankruptcy, is declared bankrupt or requests a suspension of payments; or b. a decision is made and/or passed to wind up the Contractor or to terminate the Contractor's business activities; or c. Contractor fails to fulfil, or fails to fulfil in full, any obligation towards Client arising from the Agreement by virtue of the law or the Agreement; or d. The Client fails to carry out the Performance or part thereof within the specified term; or e. If all or part of the Contractor's assets are seized, the Contractor shall be deemed to be in default by operation of law. The Client will in that case be entitled to dissolve the Agreement immediately, wholly or partially, without notice of default or judicial intervention and without prejudice to the Client's other rights, such as rights relating to penalties already forfeited, interest and the right to compensation. The Client is not obliged to pay any compensation to the Contractor in the event that the Agreement is terminated in accordance with the provisions of this article.

General terms and conditions of purchase and subcontracting

Daiwa House Modular Europe B.V. dated 1 June 2022

18.3 If a situation as referred to in article 14 paragraph 2 arises, the Client has the right to carry out the Performance itself or have it carried out by another Contractor. Any claims which Client may have against Contractor at that time will be immediately due and payable.

ARTICLE 17 - 5% RULE OR BANK GUARANTEE

19.1 Client may, while retaining its right to Completion, or for parts of the Performance still to be carried out after Completion, deduct a reasonable amount with a maximum of 5% of the Price from the last instalment or last instalments and retain this amount instead of paying it to Contractor. This amount shall be paid by Customer within thirty days after expiry of the maintenance period or so much earlier or later as the work as referred to in the previous sentence has been carried out.

19.2 If the Agreement provides that the Contractor will furnish the Principal with an 'on demand' bank guarantee, the term of which extends to the maintenance period (and this bank guarantee is actually furnished), the Client will not invoke the 5% rule referred to in paragraph 1.

ARTICLE 18 - LIABILITY / INDEMNIFICATION

20.1 Contractor is liable towards Client for all damage, including consequential damage, suffered by Client as a result of full or partial non-fulfilment or as a result of improper fulfilment of his obligations under the Agreement or unlawful conduct, unless such failure is not attributable to Contractor.

20.2 Contractor shall indemnify Client against claims from third parties for compensation for damage resulting from an attributable shortcoming or wrongful act on the part of Contractor.

20.3 Management and/or approval by the Client does not detract from warranties or liability on the part of the Contractor.

20.4 Contractor may only invoke force majeure vis-à-vis Client if Contractor notifies Client in writing of the invocation of force majeure as soon as possible, submitting supporting documents. Force majeure on the part of the Contractor shall in any case not include: illness and/or lack of personnel at the Contractor's, strikes by personnel, shortage of raw materials, transport problems, shortcomings or non-fulfilment of obligations by suppliers, disruptions in the Contractor's production and liquidity and/or solvency problems on the part of the Contractor.

20.5 Client is not liable for any damage suffered by Contractor or by third parties, except and insofar as such damage is the direct result of intent or deliberate recklessness on the part of Client.

20.6 Client is in no case liable for indirect damages such as consequential damages, damages caused by delay, loss of profit or turnover and/or damages of third parties.

20.7 Without prejudice to the foregoing, Client's liability shall in all cases be limited to the amount paid out under Client's liability insurance policies. If, for whatever reason, the insurer makes no payment, Client's liability will be limited to a maximum of the amount that Client paid Contractor under the Agreement in the calendar month preceding the damage-causing event.

ARTICLE 19 - SUSPENSION RIGHTS

21.1 The Contractor irrevocably and unconditionally waives its rights of suspension, including any right of retention, except in those cases where the Client is structurally behind in the payment of due and payable amounts or where the Client is declared bankrupt or granted a suspension of payments.

21.2 The Contractor warrants to the Client that any (sub)contractors, suppliers or auxiliary persons of the Contractor will not (be able to) exercise any right of retention and indemnifies the Client in this respect.

ARTICLE 20 - PROTECTION OF PERSONAL DATA

22.1 The Contractor will not use personal data obtained during the performance of the Agreement for any purpose other than the performance of the Agreement or the fulfilment of its statutory obligations.

22.2 The Contractor will ensure that the data made available to the Client are and remain current and in compliance with the privacy regulations.

22.3 The Contractor is obliged to inform those concerned about exchange data as part of its transparency obligations.

22.4 Contractor is obliged to take appropriate technical and organisational measures to secure the personal data he receives from Client against loss or any degree of unlawful processing.

22.5 Contractor will inform Client immediately in the event of any suspicion of loss or unlawful processing.

22.6 Contractor will indemnify Client against third party claims resulting from a breach by Contractor and/or its data processor of third party rights and/or obligations resulting from applicable privacy regulations.

22.7 The Contractor will immediately notify the Client of: a. all requests from the supervisory authority in connection with the personal data processed in the context of the Agreement and b. complaints and/or (information) requests from the party involved, including requests to correct, remove and/or block personal data.

ARTICLE 21 - INSURANCE

23.1 From the commencement of the Performance, the Contractor shall take out adequate and appropriate insurance with primary cover for claims arising from the performance of the Agreement, including (but not limited to) CAR insurance and AVB insurance. The Client must be named as co-insured on the CAR policy. Contractor will provide a copy of the policy upon Client's first request.

23.2 In case of deployment of equipment, Contractor is obliged to insure this equipment against damage to the equipment itself and against liability. Any excess is for the Contractor's account.

ARTICLE 22 - WKA, WAS & WAV

24.1 Contractor warrants towards Client that in the performance of the Agreement Contractor or third parties engaged by him only deploy labour that is qualified to perform the work arising from the Agreement, in respect of which social security contributions and wage tax have always been paid in full and on time and whose identity can be established by Client. The Contractor also ensures that the Contractor or third parties engaged by him comply with the rules for minimum and collective wages. Without prejudice to his liability, Contractor undertakes vis-à-vis Client to submit sufficient documents or evidence to Client, prior to commencing and during the performance of the work, such in the opinion of Client, demonstrating the aforementioned authority, compliance and identity. This includes, among other things, the Contractor's obligation to: a. submit an original statement to the Client once every three months regarding its payment record with the Tax Authorities, b. to hand over a valid proof of registration at the Chamber of Commerce to the Client once a year; c. sending the Client a copy of the original G-account agreement; d. sending the Client a statement containing the names and social security numbers of all employees who are employed by the Contractor from week to week; e. providing the man-hours and/or wage statements at the request of the Client.

24.2 The Contractor indemnifies the Client against claims from third parties and/or workers as a result of the Contractor's failure to fulfil the obligations referred to in paragraph 1.

24.3 Without the express prior permission of Client as referred to in article 8.2, Contractor is not permitted to use (hired) workers made available by third parties.

24.4 In the event that Contractor fails to fulfil (any of) his obligations under this article, Principal is entitled to suspend payment of (partial) payments of the Price.

General terms and conditions of purchase and subcontracting Daiwa House Modular Europe B.V. dated 1 June 2022

ARTICLE 23 - TAKEOVER OF RIGHTS AND DUTIES

25.1 Client is entitled to transfer, alienate or encumber the rights and/or obligations arising from the Agreement to third parties. The Contractor explicitly declares his agreement with this and hereby grants its consent.

ARTICLE 24 - JOINT AND SEVERAL LIABILITY

26.1 If various persons and/or companies are referred to as the Contractor, they shall be jointly and severally liable for the fulfilment of the obligations arising from the Agreement.

ARTICLE 25 - AMENDMENTS

27.1 The Client is entitled to amend the Purchase Conditions unilaterally.

ARTICLE 26 - RANKING

28.1 Insofar as there is any conflict between the provisions of the Agreement and the provisions of the Purchase Conditions, the provisions of the Agreement shall prevail.

ARTICLE 27 - APPLICABLE LAW / COMPETENT COURT

29.1 The Purchase Conditions and the Agreement and any agreements or legal relationships arising therefrom, as well as the formation and interpretation thereof, are governed by Dutch law. The applicability of the Vienna Sales Convention 1980 (CISG) is excluded.

29.2 All disputes arising from or connected with an Agreement will in the first instance be submitted exclusively to the competent Dutch court, or the competent court within the area in which the Client or its parent company is located, without prejudice to the right of the Client to submit a dispute to the competent court within the area in which the Contractor is located. The Client also has the option of submitting the dispute to the Arbitration Board for Construction Disputes.

29.3 In anticipation of a ruling in a possible dispute, the Contractor is obliged, at the Client's request, to continue the Agreement in accordance with the Client's instructions, unless the arbitrators or the court decide otherwise.

This document is a translation of the dutch general terms and conditions of purchase and subcontracting. In case of unclarities, the dutch text and its explanation shall prevail. The dutch general terms and conditions of purchase and subcontracting can be consulted on our [website](#).