



**WASTE TREATMENT  
TECHNOLOGIES**

WTT - MEMBER OF THE  
CONVERTUS GROUP

**General Purchase Conditions WTT** valid for:

- Waste Treatment Technologies Netherlands B.V.
- Waste Treatment Technologies Canada Ltd.
- Waste Treatment Technologies Services B.V.
- All other companies falling under the Waste Treatment Technologies concern.

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## I. GENERAL

### Article 1 Definitions

- 1.1 Services: activities which are performed by third parties based on a contract without transfer of title of ownership regarding items.
- 1.2 Purchase Order: the written confirmation for the performance of the assignment with a unique order number.
- 1.3 Supplier: the seller, supplier or contractor with whom WTT enters into a Contract.
- 1.4 Delivery: the performances to be delivered by the supplier according to the Contract.
- 1.5 Completion: the delivery of the performed work according to the Contract to WTT demonstrated by a written acceptance by WTT.
- 1.6 Contract: the agreements laid down in Writing between the Parties concerning the Delivery of items (as in Article 3:2 Dutch Civil Code, DCC) or services, also including framework agreements or on-call contracts.
- 1.7 Items: corporeal objects which can be subject to human control as in Article 3:2 DCC.
- 1.8 Parties: Supplier and WTT jointly.
- 1.9 Written: by letter or by e-mail.
- 1.10 WTT: the private limited company Waste Treatment Technologies Netherlands B.V, registered in Oldenzaal and/or its subsidiary company/companies as within the meaning of Article 2:24a DCC.

### Article 2 Applicability

- 2.1 These general purchase conditions apply to all requests for an offer, offers, orders and contracts for the delivery of items, the performance of work activities and/or the provision of services for WTT.
- 2.2 Stipulations in deviation of these purchase conditions only apply if and for as far as WTT has accepted these deviations in writing.
- 2.3 With regard to the applicability of these purchase conditions, staff of the Supplier also includes third parties involved by the Supplier for the performance of the contract. Supplier undertakes to declare these purchase conditions to apply to all third parties involved in the performance of the contract.
- 2.4 In case of conflict, the provisions set out in the contract prevail over these purchase conditions.

### Article 3 Formation

- 3.1 Only the purchase order, based on an offer submitted by Supplier or not, sent by WTT to the supplier is deemed a proposal to enter into a contract. This proposal is valid until the acceptance of the purchase order has reached WTT. Until that time WTT is entitled to withdraw its offer. If the supplier starts the performance of the order without having received a written purchase order for this purpose, the supplier does this for own risk and expenses.
- 3.2 The supplier accepts the purchase order in writing, within a term of two weeks after receipt, with an order confirmation. If a written order confirmation lacks, the Supplier accepts the purchase order sent by WTT with the performance of the purchase order.



3.3 Specifications such as, but not limited to, drawings, models, instructions and inspection regulations which have been approved or provided to the supplier by WTT form an integral part of the contract.

3.4 If one or more provisions in these purchase conditions and/or the contract appear to be void, are destroyed or lose their legal validity in any other manner, the other provisions will continue to apply. Parties will consult with regard to the substitution of the void provision with a new provision, while the purpose and purport of the invalid provision will be taken into account as much as possible.

## **Article 4 Prices**

4.1 The agreed prices are fixed, in Euros, exclusive of VAT and inclusive of all costs and charges necessary for the performance unless otherwise has been agreed beforehand in writing.

4.2 The prices apply to duty paid deliveries (DDP) at the designated place of Delivery according to the version of Incoterms applicable at the moment of the purchase order, without prejudice to the other provisions in these conditions. The supplier is not entitled to charge extra costs.

4.3 The agreed payments for the services include all costs to be incurred by the supplier for an expert performance, exclusive of turnover tax.

## **Article 5 Performance and Delivery**

5.1 At the request of WTT the Supplier must provide information, to be agreed during a later stage, to WTT during the performance of an order, in order to enable WTT to assess the reliability with regard to safety, quality and delivery, and the general status of the supplier's company.

5.2 Delivery is duty paid (DDP) at the agreed place, exactly at the agreed time, or within the agreed term. The version of the Incoterms applicable at the moment of the purchase order applies to the interpretation of the delivery conditions. If the goods are directly delivered to another address of WTT, then the supplier must send a copy of the signed way bill to WTT.

5.3 As soon as the supplier knows or should know that the delivery will not be made, will not be made in time or will not be made properly, he will immediately inform WTT of this in writing setting out the circumstances leading to this non-performance and also the consequence. Without prejudice to the rights which WTT could derive from these conditions in such situations, such as the stipulations of Articles 17, 18 and 19, parties consult whether and, if so, in what manner, the matter can be arranged to the satisfaction of WTT.

5.4 Without prejudice to the right of WTT pursuant to the stipulation of Article 17, WTT is authorized to impose a penalty of 1% of the price of the order value per calendar week or exceeded part of a calendar week, up to a maximum of 10% of the total order value which will immediately be due and payable at the date of the imposition, in case of non-performance of the provisions stipulated in paragraph 1 of this article. The imposition, collection or set-off of this penalty does not affect the right of WTT with regard to performance, compensation and dissolution.

5.5 If WTT asks the supplier to postpone the Delivery, then this does not lead to default on the part of WTT. At delivery of items the supplier will store and secure the items properly packed and recognizably intended for WTT and insure the goods against a fee in conformity with the market.



5.6 Delivery also includes Delivery of all accompanying auxiliary materials, being means which are inextricably linked with the use or assembly of the items, or performance of the service, as referred to in Article 8 and all accompanying and required documentation, such as, but not limited to, drawings, quality, test and warranty certificates and instruction books with manuals. All documentation forming a part of the delivery has to be supplied in the language of the country in which WTT realizes its assignment unless otherwise has been agreed in Writing.

5.7 The supplier is not allowed to perform partial deliveries, unless WTT grants its prior written consent for this in writing. In that case the term 'Delivery' also includes a partial delivery for the application of these conditions.

5.8 Inspection, check and/or functional testing of items does not entail Delivery, nor purchase, nor risk-transfer or any payment obligation.

5.9 If inspection, check and/or a functional test of items has been agreed, then delivery is deemed to have taken place after WTT has approved the received items and has confirmed this approval in Writing to the Supplier. A payment obligation of WTT is created only when this confirmation of approval has occurred.

5.10 All agreed terms have to be regarded as fatal except for the term set out in Article 11.1.

## Article 6 Packing and Shipment

6.1 Items must be properly packed, in order to reach their destination in undamaged condition. Pallet shipments are carried out on euro-sized pallets, so-called euro-pallets. Supplier is liable for loss caused by inter alia, but not restricted to, insufficient packing, damage during or as a result of transport, and also loss resulting from non-compliance with laws and regulations applicable in the country of manufacture, dispatch, transit and destination.

6.2 The packing, the transport, the storage and the processing of the delivery must be in compliance with the laws and regulations applicable for that purpose in the area of safety, environment and labour conditions. If there are safety information sheets with regard to a delivery or packing, the supplier must always deliver these sheets together with the delivery.

6.3 The supplier must provide the items to be delivered with a WTT order or reference number, item and material number and the number of packages, and also correct name and address details of the supplier and the delivery address. The exterior of the packages will be provided by a packing list setting out the contents of the shipment.

6.4 If the supplier does not meet the stipulation of Article 6 lid 3, WTT can refuse the delivery.

## Article 7 Ownership and Risk

7.1 The ownership and risk of items are transferred to WTT at the moment the items have been taken into receipt by WTT on the agreed place of delivery, this without prejudice to the provisions in Article 13, paragraph 8, unless the items are also assembled and/or installed by the supplier, in which case the ownership and risk are transferred to WTT with the approval of the delivery at the work site.

7.2 In case of a postponed delivery in accordance with the provisions in Article 5 paragraph 4 the items concerned are transferred with title of ownership and delivery takes place *constitutum possessorium*. In that case the items have to be stored separately and recognizably marked as



intended for WTT, and to be secured and insured against a remuneration to be determined in advance.

7.3 Items of the supplier and work activities related to these items are, also at locations of WTT, to the supplier's risk and expense.

## **Article 8 Auxiliary means**

8.1 Purchased of fabricated materials, drawings, models, instructions, specifications and other auxiliary materials provided by WTT or purchased by the supplier at the expense of WTT, being means which are inextricably required for the usage or de-assembly or assembly of items, or performance of the service, remain the property of WTT or are WTT's property as the moment of purchase or fabrication.

8.2 Supplier is obliged to mark the auxiliary materials referred to in the previous paragraph as recognizable property of WTT, keep them in good condition and insure them at his expense and maintain this insurance against all risks as long as the Supplier acts as holder of these auxiliary material.

8.3 The auxiliary materials will be provided to WTT at WTT's first request or together with the last delivery of items to which the auxiliary items relate.

8.4 Auxiliary materials which are used by the supplier at the performance of the contract, are submitted to WTT for approval at WTT's first request.

8.5 Changes to or deviation from the auxiliary materials approved and provided by WTT is only permitted after WTT's prior written consent.

8.6 The supplier shall not use (or cause another to use) the auxiliary materials for or in connection with any other purpose than the delivery to WTT, unless WTT has provided its prior written consent for this purpose.

8.7 At the first request of WTT the supplier is to inform WTT, with a status survey, on the number and quality of the auxiliary materials of WTT which the supplier has in his disposal.

8.8 WTT is entitled to have the supplier sign ownership statements relating to the auxiliary materials. In this respect the supplier shall lend his unconditional cooperation at first request.

## **Article 9 Spare Parts**

9.1 If and for as far as it is stipulated in the contract that the Supplier is obliged to deliver spare parts, the Supplier must be able to deliver these spare parts during a reasonable term with a maximum of two (2) years after delivery.

9.2 If the production of spare parts is changed or discontinued, the supplier is obliged to inform WTT thereof in writing as soon as possible and in any case no less than six (6) months in advance. In that case WTT is entitled to cancel the contract with immediate effect by written notice to the Supplier, without the Supplier being able to claim compensation from WTT for loss/damages.



## Article 10 Changes

10.1 WTT is authorized to desire the size and/or properties of the items to be delivered to be changed, also if this results in additional or less work. WTT is authorized to apply modifications to the drawings, models, instructions, specifications and such like related to the items to be delivered. In any event WTT gives a written statement of the desired and/or applied changes and/or modifications within ten (10) workdays.

10.2 If, in the opinion of the supplier, this has consequences for the agreed fixed price and/or delivery time he will, prior to carrying out the change, inform WTT in writing in this respect as soon as possible, but in any case within five (5) workdays after the notice of the desired change.

10.3 The Supplier is not allowed to apply or carry out any changes with regard to size and/or properties of the items to be delivered without written order or written consent of WTT.

## Article 11 Invoicing and Payment

11.1 A payment term of sixty (60) days applies, unless otherwise has been agreed in writing, after the receipt of the invoice, provided receipt and approval of the Delivery and receipt of all ancillary documentation, drawings, quality and warranty certificates has been fully completed by WTT in accordance with the contract. The payment term is not fatal.

11.2 Travel expenses, accommodation expenses and travel hours are only reimbursed by WTT if and as far as this has been agreed in writing.

11.3 WTT is entitled to require the supplier to have an unconditional and irrevocable bank guarantee issued by a banking institution acceptable for WTT in addition to or instead of a transfer of title of ownership, in order to provide security for the performance of his obligations. The costs made for the bank guarantee are payable by the supplier.

11.4 Payment by WTT does not in any way entail a waiver of rights.

11.5 WTT is at all times entitled to set-off debts of the supplier payable to WTT with claims which WTT, under which ever heading, holds with regard to the supplier or enterprises/companies forming part of the same group as Supplier. Supplier is not authorized to set-off.

## Article 12 Quality and Guarantee

12.1 The Supplier guarantees that the delivery meets the contract and that the delivery has the properties which were agreed, is free of defaults and is suitable for the intended purpose and meets the statutory requirements and other governmental prescriptions and also the requirements of the safety and quality standards within the sector as these apply at the moment the contract is entered into.

12.2 If and for as far as aforementioned standard regulations apply, the supplier, in the framework of good quality guarantee and quality control, perform the agreement in accordance with these regulations, unless a statutory regulation opposes against this.

12.3 If items, determined, purchased and/or performed by the supplier, regardless the results of any inspection, appear not to suffice the provisions in paragraph 1 of this Article, the supplier shall, on his own account, repair or replace the items at the discretion and first written request of WTT, unless WTT prefers dissolution of the contract, in accordance with the provisions in Article 19.



12.4 In urgent cases and if after consultation with the supplier it has to be reasonably assumed that he cannot, not in time or not properly ensure repair or replacement, WTT is entitled to carry out the repair or replacement itself, or have another party carry this out, the costs of which will be borne by the supplier. This does not discharge the supplier from his contractual obligations.

12.5 If parties have not agreed a guarantee period, the guarantee period is 24 months after delivery date of delivery. Items which are intended to be processed in installations or systems, the guarantee period does not start until the moment these installations or systems are delivered, subject to the proviso that the guarantee period is terminated no later than 30 months after the delivery of items. The lapsing of the guarantee terms is without prejudice to the rights WTT can derive from the contract. The agreed guarantee term in this term will in any case mean that the supplier will repair any default of which WTT has informed him, as soon as possible and without WTT bearing any costs. If based on this obligation the supplier has carried out work activities and/or changed, repaired or replaced items or components thereof, then the full guarantee term will be effected as from the moment of approval of delivery of the guarantee work activities.

### **Article 13 Inspections, checks and functional test**

13.1 All inspections, checks and test certificates which are required by law or in the order form part of the delivery scope.

13.2 Inspections, checks and/or functional testing by WTT or by persons or authorities appointed for this purpose by WTT, can be carried out prior as well as during or after transfer/delivery.

13.3 For this purpose the supplier, on his own account, lends all necessary cooperation, access, and provides documentation and information.

13.4 The supplier notifies WTT timely in advance of the time at which inspection, checking and/or functional testing can take place.

13.5 The supplier entitled to be present at the inspection, checking and/or functional testing.

13.6 The costs of the inspection, check and/or functional test are borne by WTT, unless otherwise has been agreed in writing, or if the inspection, check or functional test forms part of the assignment. The costs of re-inspection, re-check and functional re-testing are borne by the supplier.

13.7 Inspections are carried out according to the procedures applicable for that purpose at WTT. Of each inspection a written protocol is drawn up.

13.8 If, at inspection, check and/or functional test before, during or after delivery, the items are entirely or partially rejected, WTT will, or will have another party inform the supplier of this as soon as possible in writing, which notification must be deemed a notice of default within the meaning of the law.

13.9 In case of rejection of the items during or after delivery, the risk of the rejected items rest with the supplier.

13.10 If the items, regardless of the results of any inspection, check and/or functional test, appear not to meet the provisions in paragraph 1 and/or paragraph 2 of this Article all the rights of WTT will remain in full force.





13.11 If inspection, check and/or functional test is carried out by an independent authority, then the results of the inspection, check and/or functional test is binding for parties. The same applies to re-inspection, re-checking and re-testing respectively.

## **Article 14 Confidentiality**

14.1 Parties guarantee confidentiality towards third parties regarding all business information which has come or was brought to their knowledge in any way and of which they can and may reasonably assume that it concerns confidential information. The duty of confidentiality of the supplier also applies to the contents of the contract(s) to which these purchase terms apply. This duty of confidentiality continues during three years after termination of the term of this contract.

14.2 All data, documents, and other business information made available by WTT to the supplier in the scope of the contract remain at all times the property of WTT and are to be returned at WTT's first request.

14.3 The supplier is not allowed to publicize the performance of the contract in any form nor to have direct or indirect contact with principal(s) or other relations of WTT without WTT's prior written consent.

14.4 The supplier is not allowed to multiply or provide for inspection by third parties any documents relating to the contract such as, but not restricted to, drawings, diagrams and other business information, otherwise than necessary in the framework of the performance of the contract and after WTT's written consent.

14.5 The products and/or services realized with joint developments of WTT as well as of the supplier are not to be used for purposes of third parties without WTT's prior written consent.

14.6 The supplier will also impose the obligations mentioned in this Article in writing to his staff and engaged third parties.

## **Article 15 Industrial and Intellectual Property**

15.1 The supplier guarantees that the items delivered and/or services performed by him do not infringe any rights of third parties, including but not limited to patents, brand rights, model rights and copyrights.

15.2 The supplier indemnifies WTT against claims following from any infringement of the rights referred to in the previous paragraph and will compensate all loss of WTT resulting from any infringement.

15.3 WTT is entitled to all intellectual property rights which are created by or are the result of performance of the contract by supplier. As far as required the supplier will lend his full and unconditional cooperation at first request with regard to all acts required for the transfer of the intellectual property rights referred to.

15.4 All intellectual property rights related to items which WTT provides to the supplier for the performance of the contract exclusively rest with WTT.



## **Article 16 Transfer**

16.1 The supplier will not transfer or contract out the rights and obligations ensuing for him from the contract, not in whole nor in part, to third parties without WTT's prior written consent. WTT is entitled to attach conditions to this consent.

## **Article 17 Liability**

17.1 Supplier is liable for all loss suffered by the customer, WTT or one of its staff members or engaged third parties as a result of non-performance, non-timely or improper performance of the contract attributable to the supplier or due to breach of any other contractual or non-contractual obligation.

17.2 The liability of the supplier is limited to an amount of the order value multiplied by three (3) except in case of personal injury or loss caused by intent or gross negligence.

17.3 For as far as not expressly stipulated otherwise, Supplier and WTT are not liable towards each other for consequential loss suffered by them in relation to the performance of the contract unless the supplier is insured against this loss. Consequential damage only involves: profit loss, production loss and income loss.

17.4 The Supplier is obliged to take out sufficient insurance with regard to his liabilities and submits the policy to WTT for inspection when desired.

17.5 In case there are more Suppliers, they are each for themselves and severally liable for the obligation under the heading of the contract.

17.6 In advance the supplier hereby assigns to WTT all entitlements to insurance payments, as far as they relate to loss for which supplier is liable towards WTT.

## **Article 18 Force Majeure**

18.1 A situation of force majeure exists if a shortcoming cannot be attributed to a party because it is not caused due to own fault of parties, nor does it come to his account by force of law, legal action or generally accepted standards.

18.2 In case of force majeure the party who can appeal to force majeure will inform the other party in writing as soon as possible, however not later than five (5) work days after the start of the circumstance of force majeure, stating reasons and the expected duration of the force majeure.

18.3 Force majeure in any case does not include: staff shortage, strikes, sickness of staff, delayed supply or unsuitability of materials or software, failure of the third parties engaged by Supplier and/or liquidity or solvability problems at the side of the Supplier.

18.4 In case of force majeure the obligations of parties are suspended.

18.5 Parties will consult with each other as soon as possible after the start of the situation of force majeure with regard to the termination of the situation of force majeure.

18.6 If the situation of force majeure continues longer than thirty (30) days, then the other party is entitled to terminate the contract with immediate effect.



## **Article 19 Termination of the Contract**

19.1 WTT is at all times authorized to terminate the contract before term by means of a Written notice to the Supplier, provided this is carried out stating sufficiently urgent reasons. Immediately after receipt of this Written notice, the supplier discontinues the performance of the contract. WTT and the supplier will consult on the consequences of such cancellation.

19.2 If the supplier does not, not-timely or not properly fulfil one of more of his obligations under the heading of the contract or other contracts ensuing from it, and also in case of his bankruptcy, or moratorium and in case of discontinuation, liquidation or take over or any similar circumstance of the supplier's company, he is legally in default and WTT is entitled to terminate the contract unilaterally in whole or in part without notice of default and without legal intervention and/or suspend payment obligations and/or assign the performance of the contract to third parties in whole or in part, without WTT being liable to pay any compensation, without prejudice to any other rights accruing to WTT, including WTT's right to full compensation and reimbursement of payments already made.

19.3 All claims which WTT could have on or acquire from the supplier at the termination based on this Article will be immediately due and fully demandable.

19.4 Without prejudice to all other rights WTT can dissolve the contract in whole or in part, if any advantage is offered by the Supplier to a person belonging to WTT or one of his staff members or agents.

## **Article 20 Applicable Rights and Disputes**

20.1 Contracts between WTT and supplier are governed by Dutch Law and with exclusion of the Vienna Sales Convention (CISG). All disputes between WTT and supplier will only be resolved by the competent court within the district of Almelo.

## **Article 21 Supplier Assessment**

21.1 The supplier will cooperate with suppliers assessments to be carried out by WTT or by third parties on behalf of WTT.



## **II. CONTRACTING OF WORK, PERFORMANCE OF ASSIGNMENTS, HIRING OF STAFF**

Additional conditions related to contracts for the contracting of work, the performance of assignments and the hiring of staff.

### **Article 22 Applicability and definitions**

22.1 The conditions in chapter II apply to all contracts in which WTT acts as commissioning party for the performance of services, the performance of assignments or the contracting of work (further referred to as 'the work') by Supplier, in combination or not with the delivery and deliverance of items and also contracts concerning to the hiring of staff.

22.2 In addition to these conditions the conditions of chapter 1 also apply to the contracts referred to paragraph 1 of this Article, unless a deviation is made in the conditions of chapter II or a deviation is made otherwise expressly and in writing due to the nature of the articles.

### **Article 23 Duty to warn / Documents made available**

23.1 The supplier has the obligation to warn WTT within two (2) weeks after entering into the contract in case he has discovered any mistakes, obscurities, conflicts or incompleteness in the assignment, including the specifications, drawings, calculations, specifications and implementation regulations of WTT or its commissioning party. The supplier will propose improvements or adjustments to WTT. After WTT's written approval these form part of the contract. If the supplier has not notified WTT of his objections in writing within the set term after the start of the contract, then the supplier is deemed to approve of the documentations and will not be able to appeal to incorrectness or incompleteness at a later stage.

### **Article 24 Representation of Parties**

24.1 Before the work is started parties will inform each other in writing of the names of the persons who will be engaged on their behalf in the performance on the contract and who are authorised to represent parties on all occasions relating to the performance of the contract.

### **Article 25 Regulations**

25.1 WTT will notify the Supplier of the circumstances at the location(s) where the work has to be carried out and of the contents of the regulations applicable on site. In his turn the Supplier informs his staff and subcontractors of these circumstances and regulations.



The Supplier, or the persons working for him, has/have to be in possession of a valid VCA<sup>1</sup> \*/\*\* certificate. If the supplier is an independent worker without employees (ZZP) , he must possess the VOL<sup>2</sup>-VCA diploma.

25.2 Supplier, his staff and third parties engaged by him are obliged to comply with the safety, health and environmental regulations applicable on site as stipulated by the authorities and also to comply with the regulations, instructions and directions with regard to order, safety, environment and control.

25.3 In case of non-compliance by the supplier with the regulations mentioned in paragraphs 1 and 2 of this Article, WTT is authorized:

- to deny the person or persons concerned access to the site with immediate effect;
- suspend the performance of the work with immediate effect;

unless WTT prefers termination of the contract, in accordance with the provisions in Article 19.

## Article 26 Preparation and Performance

26.1 The Supplier guarantees that the work is prepared and performed in accordance with the general requirements of craftsmanship and expertise, in accordance with the contract and all regulations and documents pertaining to it, and also in accordance with the directions and instructions of WTT as such that the work leads to the agreed result.

26.2 Within ten (10) workdays after the start of the contract, the supplier is to submit to WTT a detailed time schedule for the performance of the work.

26.3 The time schedule requires WTT's approval and after approval it forms part of the contract. WTT's approval does not affect the supplier's responsibility with regard to correctness and feasibility of the time schedule.

26.4 With affecting the provisions in Article 27 relating to stagnation the supplier has to provide WTT with a written progress report per time period determined by WTT and it will continually keep WTT updated on the realization or not of the milestones of the performance of the work further indicated in the time schedule.

26.5 Unless otherwise has been agreed in writing, the supplier must to his own account ensure the application for, receipt of and adherence to permits, exemptions and other documents from authorities, which are necessary for the performance of the contract.

26.6 Any items provided by third parties which are provided to supplier by WTT, are used at the risk of the supplier. A list drawn up by WTT setting out a description of these items will be signed for approval by both parties.

26.7 If the performance of the contract in the opinion of WTT does not meet the stipulations of paragraph 1 of this Article, then the supplier will repair or re-perform the work or a part of it at his own account at the first notice of WTT, unless WTT prefers termination of the contract, in accordance with the stipulation of Article 19. Additional work is only eligible for refund if the assignment for this purpose has been provided by WTT in writing.

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<sup>1</sup> VCA: *Veiligheid, Gezondheid en Milieuchecklist Aannemers: SCC*

<sup>2</sup> VOL: *Veiligheid voor Operationeel Leidinggevendens*



26.8 If additional work (being additional work activities which do not form part of the contract) influence the agreed delivery term in the opinion of the supplier, then the supplier must inform WTT of this in writing. Parties then must consult as soon as possible about moving the delivery term and the consequences thereof for the penalty as agreed in case of non-timely delivery. This does not affect WTT's claims to the Supplier with regard to the contractual penalties referred to.

26.9 The engagement of third parties (such as subcontractors, etc.) for the performance of the contract can only be affected after WTT's prior written consent.

26.10 The Supplier is obliged to ensure a proper coordination of the work and of deliveries from third parties engaged at the performance of the contract.

26.11 After completion of the work activities the supplier is obliged to vacate the work site leaving it clean and orderly, which includes removal of rest materials and packages. This is at WTT's discretion.

26.12 Supplier is obliged to remove all the waste materials created during the work activities. The waste materials have to be transferred to an acknowledged waste transporter or waster processor.

## **Article 27 Stagnation**

27.1 The Supplier is obliged to, if it can be foreseen that the performance of the contract will not run or be completed according to the time schedule, inform WTT of this as soon as possible and to make proposals at his own initiative to WTT in order to prevent or limit the stagnation.

27.2 In urgent cases and if after consultation with the supplier it must be reasonably assumed that the Supplier will not or cannot fulfil the obligation described in paragraph 1 within the term set for that purpose, WTT is entitled to engage third parties on the account of the supplier in order to prevent or limit the stagnation. This does not dismiss the supplier of his contractual obligations.

## **Article 28 Prices, rates, invoices, payment**

28.1 In addition to Article 11 it applies that the agreed prices and rates include all the work activities to be performed by the supplier and third parties in the framework of the contract, including all additional costs such as, but not limited to, those of inspections, tools and equipment. Additional and/or deviating work activities are not to be performed until WTT has given a written assignment for this purpose.

28.2 The submission of the invoice, setting out the order number, project and position number of WTT, is carried out after the performance, together with the documents in which the costs are specified according to the categories further indicated in the contract.

28.3 Payment is subject to a payment term of sixty (60) days after receipt of the invoice provided that WTT has granted a written consent with regard to the invoiced amount and the progress of the (part of the) work concerned.



## Article 29 Verification

29.1 The Supplier is obliged to keep the accounts related to the contract performance in such manner that it demonstrates the expenses made and the obligations entered into.

29.2 WTT is entitled to access the supplier's company at any moment, to inspect the supplier's administration and consult the supplier's staff, one and another if and for as far as this is related to the contract.

29.3 At first request the Supplier provides WTT with copies of the documents related to the contract.

## Article 30 Supplier's Staff

30.1 The staff of the Supplier must meet the general requirements, and those specific for the performance of the work activities, of craftsmanship and expertise, while a valid VCA-certificate is made obligatory by WTT. In this respect the requirement of a B-VCA- diploma applies to the operational staff. Operational managers must have a valid VOL-VCA-diploma. The staff of the supplier must at all times be able to demonstrate the possession of aforementioned VCA-diploma at WTT's first request.

30.2 If in the opinion of WTT there is insufficiently qualified personnel, WTT is entitled to order removal of the staff concerned, and the supplier has the obligation of immediate replacement, taking into account the stipulation of paragraph 1 of this Article.

30.3 The Supplier must ensure a shelter for his staff at his own expense.

30.4 WTT is authorized to require identification the staff of the Supplier, including subcontractors.

30.5 For staff engaged by the supplier, with a non-EEA (European Economic Area) nationality, a work permit, issued by the Centre for Work and Income (CWI), as referred to in the 'Wet Arbeid Vreemdelingen' (WAV)<sup>3</sup> has to be at the disposal of the manager at all times at the locations where the work is to be performed. The staff-member concerned must also possess a valid ID which must be demonstrable at WTT's first request.

30.6 If a staff member does not master the Dutch, German or English language, the supplier will arrange for an interpreter during the performance of the work.

30.7 It is not allowed to put children (up to and including 15 years of age) to work at the premises where the work has to be performed. Youths (age from 16 through 17 years) can only be put to work there with the prior permission of WTT and the relevant statutory regulations should minimally be met, which includes the supplier's supervision at the work location.

30.8 Staff of the supplier has a duty to wear the personal protection equipment (PPE's) at the work activities and/or locations indicated in this respect by WTT. When finding that the duty to wear is not complied with, WTT is entitled to impose a penalty. The applicable obligations are communicated with the manager(s) and/or staff of the supplier at the start of the work activities.

## Article 31 Materials, PPE, Tools

31.1 The Supplier shall at his own expenses ensure materials, personal protection equipment (PPE) and tools, which meet all statutory requirements and other regulations of authorities.

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<sup>3</sup> 'Wet Arbeid Vreemdelingen': Foreign Nationals (Employment) Act



31.2 WTT is authorized to inspect all materials and tools to be used by Supplier at the performance of the contract.

31.3 If WTT rejects materials and/or tools in whole or in part, the supplier is obliged to immediate replacement of the rejected materials and tools, while taking the stipulation in paragraph 1 of this Article into account.

31.4 To its own expenses the supplier has to arrange for storage space for materials and tools.

## Article 32 Functional test

32.1 A functional test will be carried out at the moment that the work, of an agreed part of it, is ready for operation.

32.2 The functional test shall be performed by the supplier in the presence of WTT or persons or authorities indicated by WTT.

## Article 33 Completion

33.1 At the moment all the requirements set in the contract are met, the supplier shall turn to WTT with the request to arrive at the completion of the work.

33.2 Completion will take place as all the requirements set out in the contract for this purpose are met according to the opinion of WTT.

33.3 Completion will be effected with the acceptance of the work by WTT. This purchase will take place as soon as possible after the request as referred to in paragraph 1.

33.4 Of this completion WTT will, if applicable, receive a report from the supplier no later than two (2) weeks after purchase. This report in any case sets out whether WTT accepts the work subject to paragraph 2. If this is not the case, then it will also set out which work activities are yet to be performed by supplier within a reasonable term in order to arrive an accepted completion on the shortest term.

33.5 The day of completion is deemed the day on which WTT has accepted the work.

## Article 34 Vicarious Tax Liability

34.1 WTT is at all occasions entitled to pay to the Supplier the social premiums, VAT and income tax due and payable in connection with the performed work activities, for which the Supplier could be severally liable pursuant to the '*Wet Ketenaansprakelijkheid*'<sup>4</sup>, by deposit to its blocked account ('*G-rekening*') within the meaning of the '*Wet Ketenaansprakelijkheid*' or the regulations applicable in the country of destination which the law prescribes there.

34.2 Without prejudice to the stipulation of the previous paragraph WTT is at all times authorized to deduct the amounts for social insurance premiums, VAT and income tax including national insurance premiums from the contract price and to pay them on behalf of the Supplier directly to the industrial insurance board or social insurance authority or the collector of direct taxes.

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<sup>4</sup> '*Wet Ketenaansprakelijkheid*': Wages and Salary Tax Act and National Insurance Contributions (Liability of Subcontractors) Act





34.3 In cases as referred to in paragraphs 1 and 2 of this Article, WTT is discharged from payments of this to Supplier, as far as these amounts are concerned.

34.4 In case WTT is held liable as main contractor and is therefore obliged to pay withholding taxes and VAT which the Supplier owes in his capacity of subcontractor/ body with withholding obligation, Supplier will safeguard WTT against financial consequences of this liability.

34.5 WTT is entitled, if he so requires, to request the Supplier to issue or have another party issue an unconditional and irrevocable bank guarantee by a bank institution acceptable for WTT, to the expenses of the Supplier.

## **Article 35 Outsourcing or seconding**

35.1 Aforementioned Articles also apply if Supplier outsources or seconds staff to WTT for the performance of work activities under supervision and subject to the responsibility of WTT.

35.2 Supplier states to have met his obligation to register on the basis of the '*Wet Allocatie Arbeidskrachten door Intermediairs (Waadi)*'<sup>5</sup>.

35.3 Supplier indemnifies WTT with regard to the financial consequences for WTT (including imposed penalties) in case of non-performance of mentioned obligation to register by Supplier.

## **Article 36 Calamities**

36.1 In the event of a calamity the Supplier is obliged to adhere to and settle with the company emergency response provision as included in the Health & Safety plan as it applies at the location where the work activities are performed. This plan prevails over the plan of the Supplier.

36.2 The Supplier undertakes by contract to have the communication with third parties on and during calamities carried out through the channels set for that purpose by WTT. The Supplier will also impose this obligation on his staff members and third parties engaged by him.

## **Article 37 Integrity**

37.1 Staff members of the Supplier or third parties engaged by him are not allowed to take or use goods offered by WTT unless Written permission is provided by the directory board of WTT for this purpose.

## **Article 38 Competent Authority**

38.1 If the Supplier has to coordinate, inspect, or otherwise report matters in the framework or as assigned by his performed work activities, with enforcers, governmental authorities or other competent authorities, this requires prior coordination with WTT.

38.2 Previous Article is without prejudice to the obligations of Supplier pursuant to legislation and regulations which he is obliged to abide by.

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<sup>5</sup> '*Wet allocatie arbeidskrachten door intermediairs (Waadi)*': Placement of Personnel by Intermediaries Act.

