

General Purchase Conditions for Supplies, Services and Works

Beurs van Berlage C.V. Version 3.0 September 2023.

Filed with the Chamber of Commerce Amsterdam under Chamber of Commerce number: 34307368

I GENERAL

Article 1 Definitions

In these Purchase Conditions, the following terms are used:

Contract Sum:

The price in the case of Works.

Delivery:

The provision of possession of Goods to the Client.

Data Subject:

Identified or identifiable natural person to whom the processed Personal Data relates.

Service(s):

The activities to be performed by the Contractor for a specific need of the Client.

Goods:

All items and all property rights within the meaning of article 3:1 of the Civil Code.

Personal Data Breach:

A breach of security leading accidentally or unlawfully to the destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored, or otherwise processed ('Data Leak').

Purchase Conditions:

These General Purchase Conditions for Supplies, Services, and Works .

Delivery(ies):

Goods to be delivered by the Contractor to the Client based on the Agreement (including construction materials).

Quote:

An offer in the sense of the Civil Code.

Quote Request:

A single or multiple requests by the Client for performance to be provided.

Maintenance Period:

Period starting after the day of delivery, intended to remedy any deficiencies discovered during the delivery.

Order Letter:

A letter signed by the Client detailing the Performance, the fees, and other specific conditions.

Client:

Beurs van Berlage C.V., located at Damrak 277, 1012 ZJ Amsterdam, registered under Chamber of Commerce number: 34307368.

Contractor:

The party named in the (framework) Agreement or Order Letter, being a legal entity or natural person.

Parties:

Client and Contractor collectively.

Personnel of Contractor:

The personnel or other assistants to be engaged by the Contractor for the execution of the Agreement, under his responsibility according to the Agreement.

Personal Data:

All information about an identified or identifiable natural person ('the Data Subject').

Agreement:

All that has been agreed between the Client and the Contractor or unchanged acceptance by the Contractor of the Order Letter including the applicable appendices.

Performance(s):

The Deliveries and/or Services to be provided and/or Works to be performed.

Supervisory Authority:

An independent public authority responsible for monitoring the application of the laws concerning the processing of Personal Data.

Processing:

Any operation or set of operations performed on personal data or sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

Working Day(s):

Calendar days except weekends and generally recognized public holidays under article 3, paragraph 1 of the General Time Act, unless a 24-hour service or similar has been agreed in the Order Letter or (framework) Agreement .

Work(s):

Performing agreed activities (contract for work, 7:750 BW), not being Deliveries or Services.

Article 2 Applicability

- 2.1. These Purchase Conditions apply to all legal relations regarding Deliveries, Services, and Works, including Agreements and Quote Requests, in which the Client acts as a (potential) purchaser of Goods or Services or Works from the Contractor.
- 2.2. Deviations from these Purchase Conditions are only valid if they have been accepted in writing by the Client.
- 2.3. By accepting the order from the Client, or by starting its execution, the Contractor acknowledges, unless otherwise stipulated in writing by the Client, that these Purchase Conditions are applicable.
- 2.4. If one or more provisions of these Purchase Conditions or an Agreement are null and void or can be nullified under applicable Dutch law, the Client and the Contractor shall consult each other and agree on a permissible provision that approximates the intent of the original provision as closely as possible. The provision jointly agreed by the Parties shall then be deemed to have replaced the original provision. The other provisions remain unchanged in force.
- 2.5. The Client hereby expressly rejects the general (sales) and/or (delivery) conditions of the Contractor

Article 3 Offer, order, and conclusion of Agreement

- 3.1. An Agreement is concluded after the Client has sent an explicit written acceptance of the Contractor's Quote by email or letter to the Contractor.
- 3.2. An intention to award does not constitute acceptance as intended in the previous paragraph or in the sense of article 6:217 paragraph 1 of the Civil Code.
- 3.3. All actions performed by the Contractor prior to the conclusion of the Agreement are at the expense and risk of the Contractor.

II EXECUTION OF THE AGREEMENT

Article 4 General Obligations of the Contractor

- 4.1. The Contractor shall fulfill his obligations arising from the Agreement in close cooperation with the Client, without prejudice to the Contractor's own responsibility.
- 4.2. The Contractor shall keep the Client informed about the execution of the Agreement and provide information upon request. The Contractor is obliged, among other things, to immediately inform the Client in writing about facts and circumstances that may lead to a delay in compliance or which have not been taken into account in the Agreement.
- 4.3. Only after and with prior written approval from the Client, may the Contractor have the Agreement executed in whole or in part by third parties or transfer rights and/or obligations arising from the Agreement to third parties or assign claims from the Agreement with the Client to a third party, etc.
- 4.4. The Contractor shall comply with all applicable regulations enacted by or under the law during the execution of the Agreement and take into account any agreements that the Client has made with third parties, as far as these agreements are known to the Contractor. If the Contractor needs to contact third parties, he must first consult the Client.
- 4.5. The Contractor is responsible for informing the third parties he engages about the agreements that apply between the Contractor and the Client in the execution of the Agreement.
- 4.6. Only to the extent that the Contractor is explicitly and in writing authorized by the Client will the Contractor act as an agent of the Client. Any consequences arising from acting contrary to the stipulation in the previous sentence shall be at the expense and risk of the Contractor.
- 4.7. The Contractor, at the Client's request, will allow the Client to inspect or audit the Performance or to access drawings and documents. These inspections, audits, or accesses do not imply that the Client takes on any responsibility. The Contractor is responsible for fulfilling the Agreement. The Client will use this opportunity in a manner that is least burdensome to the Contractor.
- 4.8. The Contractor may not derive any rights from any deviations from these Purchase Conditions agreed in subsequent agreements.
- 4.9. During the term of the Agreement, the Contractor will maintain its quality assurance system. In addition, the Client may set additional quality requirements in the Agreement, whether or not by applying a label. The Client may require the Contractor to provide or have a certificate indicating that the supplier meets certain quality requirements. The Contractor will grant the Client or its agents free access to conduct quality investigations. The Contractor will in no way jeopardize a quality label designated in the Agreement by the Client.

Article 5 General Obligations of the Client

- 5.1. The Client shall provide the Contractor, upon request, with all the information and data necessary for the proper execution of the Agreement and provide access to – general – areas that are not freely accessible as necessary.
- 5.2. The Client shall endeavour as a good Client ought to.

Article 6 Quality, Inspection, Warranty, and Service

- 6.1. The Contractor guarantees that the delivered Performances comply with the Agreement, the generally accepted standards, and the regulations enacted by or under law or treaty concerning, but not limited to, safety, health, and the environment. The Agreement may also include requirements concerning sustainability. Appendix A of these Purchase Conditions contains further guarantees that apply unconditionally. If the applicable construction inspection, certificate, datasheet, or model sheet sets higher requirements than those described in the specifications or Performance, the requirements of the construction inspection, certificate, datasheet, or model sheet shall prevail. In the opposite case, the specifications or Performance requirements prevail.
- 6.2. The Client is entitled to inspect the Performances and the Contractor shall cooperate as necessary.
- 6.3. At the delivery of the Work, the Contractor must provide the Client with all the overviews of the materials used in the Work mentioned in the Agreement. If these are not named in the Agreement, this at least includes: warranty declarations, factory warranties, maintenance instructions, certificates, and similar documents.

Article 7 Confidentiality

- 7.1. The parties commit to not disclose any information acquired during the execution of the Agreement whose confidential nature is known or can reasonably be assumed, in any way – including through social media channels – or use it for their own purposes, unless a legal statute or judicial decision necessitates disclosure. Documents requiring confidentiality are identified as such within the Agreement.
- 7.2. The parties shall obligate any personnel working under them or third parties engaged by them to adhere to this confidentiality obligation.
- 7.3. The parties have the right to suspend the Agreement immediately or to dissolve or terminate it without judicial intervention and without a notice of default if the other party and/or their personnel and/or engaged third parties violate the preceding clauses, provided the breach is considered severe enough to justify such measures. Any suspension, dissolution, or termination must be executed through a registered letter.
- 7.4. The Contractor is required to have a confidentiality declaration signed by the Contractor's Personnel upon the Client's first request.

Article 8 Processing of Personal Data

- 8.1. When the Contractor processes Personal Data in the execution of the Agreement, the Contractor shall process the Personal Data in a proper and careful manner and comply with the legal regulations arising from the law and regulations. The Contractor shall implement sufficient technical and organizational measures to ensure a level of security appropriate to the risk for the processed Personal Data. The Contractor must consider the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and

freedoms of natural persons. The Contractor shall inform the Client promptly and without undue delay about how the Contractor fulfills its obligations under the aforementioned laws and regulations.

- 8.2. The Contractor shall not process the Personal Data obtained for processing for its own purposes, nor shall it process them for other or further purposes than is reasonably necessary for the execution of the Agreement unless the Client has given written consent for this.
- 8.3. The Contractor shall inform the Client immediately about any request or complaint from the Supervisory Authority or the Data Subject concerning the Personal Data processed in the execution of the Agreement.
- 8.4. The Contractor shall assist the Client when the Data Subject submits a request to exercise their rights such as, but not limited to, the right of access, correction, deletion, to object to processing, and a request for data portability. The Contractor shall not independently fulfill the obligations that rest on the Client by law.
- 8.5. The Contractor shall inform the Client within two working days of any judicial order, summons, legal obligation, or other obligation to share Personal Data with third parties.
- 8.6. The Contractor shall inform the Client without undue delay, but no later than within 48 hours, upon becoming aware of a breach regarding the security of the relevant personal data and shall provide the Client with all the information deemed necessary by the Client.
- 8.7. In the event of a breach regarding the security of the relevant personal data, the Contractor shall provide the following information:
 - a. a detailed description of the security breach regarding the Personal Data;
 - b. the type/kind of Personal Data involved;
 - c. the number of persons whose Personal Data is involved;
 - d. the identities of the persons involved;
 - e. the measures taken to limit adverse effects for the Data Subject(s) and to remedy the breach;
 - f. the cause of the security breach regarding the Personal Data;
 - g. the duration of the breach and the time of occurrence.
- 8.8. Any costs incurred in resolving the security breach regarding the relevant Personal Data shall be borne by the party incurring the costs unless the breach occurred due to non-compliance with the Agreement by the Contractor, in which case the costs shall be borne by the Contractor. Additionally, the Client retains the option to pursue other legal remedies.
- 8.9. Communication about the security breach regarding the relevant Personal Data shall always occur in consultation.
- 8.10. If the Agreement between the Contractor and the Client ends, the Contractor shall ensure that all Personal Data over which it has come to possess in the execution of the Agreement are returned to the Client or destroyed with the Client's consent, unless a compelling legal provision prevents this.
- 8.11. If the Contractor acts contrary to this article and/or relevant laws and regulations regarding the protection of Personal Data, the Contractor shall indemnify the Client against third-party claims in this regard.

Article 9 Intellectual Property

- 9.1. Unless otherwise agreed in writing, all (claims to) intellectual property rights – including, but not limited to, (claims to) copyrights, design rights, trademark

rights, and patent rights – related to documents, designs, drawings, texts, and other works developed or created by or on behalf of the Contractor at the request of the Client, shall belong to the Client. If possible and as necessary, the Contractor hereby transfers these (claims to) intellectual property rights to the Client, which transfer occurs gratuitously. The Contractor shall, at first request and at no cost, assist in effectuating the transfer, if and to the extent that this Article 9 does not already suffice for effectuating the transfer.

- 9.2. Unless otherwise agreed in writing, notwithstanding Article 9.1, the Client is entitled to realize the object outlined in the design or drawing delivered by the Contractor (builder) as often as expressly allowed in the Agreement, with the Client not being limited in the number of publications of that design or drawing. The scope and frequency of use by the Client of other documents or works (including texts) developed by the Contractor at the request of the Client are in no way limited.
- 9.3. Unless otherwise agreed in writing, the Contractor retains no right of use or exploitation concerning any results of the Agreement.
- 9.4. To the extent that the documents, designs, drawings, texts, and other works developed or created by or on behalf of the Contractor under the commission of the Client are protected by copyright and the Contractor has personal (moral) rights:
 - a. The Contractor hereby waives its right to be credited and agrees that the Client may publish and reproduce the aforementioned works without naming the Contractor. However, the Client will generally credit the Contractor in publications or reproductions of designs or drawings provided by the Contractor, where possible.
 - b. The Contractor hereby waives its right to object to changes to the external design and other characteristics of the aforementioned works, including the creation of derivative versions. However, the Contractor retains the right to object to any distortion, mutilation, or other modification of these works that could damage their honour or reputation.
- 9.5. The Contractor guarantees that the purchased goods and accessories, as well as the services provided and works performed, and all that accompanies or results from them are free from any special encumbrances and restrictions that could impede their free use by the Client, such as patent rights, trademark rights, design rights, or copyrights, and indemnifies the Client against all third-party claims in this regard.
- 9.6. In case of third-party claims, the Contractor will do everything in its power to ensure in consultation with the Client that the Client can continue the uninterrupted use of the delivered goods.
- 9.7. In the case of third-party claims for which the aforementioned indemnification obligation applies, the Contractor shall compensate the Client for all damages including legal costs, including reasonable attorney fees for conducting legal proceedings.

Article 10 Equipment and Materials

- 10.1. The Contractor shall provide, at its own expense and risk, all goods, materials, and equipment (including tools) not originating from the Client, which are required for the performance of the Agreement, unless otherwise agreed in writing.
- 10.2. The Contractor is responsible and liable for the soundness of the used goods, materials, and

equipment and shall insure them at its own expense and risk, unless otherwise agreed in writing.

Article 11 Timing of Performance

- 11.1. The Contractor is automatically in default once the fatal term(s) or deadlines for the performance of the respective Services, as stated in the Agreement, have expired, and the respective Services have not been performed or have not been fully performed.
- 11.2. The Contractor shall inform the Client in writing in a timely manner and with reasons for any delays and the measures the Contractor will take to minimize the delay as much as possible.

Article 12 Attributable Non-performance

- 12.1. If one of the Parties fails attributable to the performance of the Agreement and/or these Purchase Conditions, the other party shall send a registered letter to the failing party before exercising any legal rights due to them, except in cases where a demand for performance is not required by the Civil Code and/or this Agreement, in which case the negligent party is immediately in default.
- 12.2. Each party is entitled to dissolve the Agreement without judicial intervention and without a demand for performance with immediate effect if the other party has defaulted, provided that the dissolution – given the circumstances, including the severity of the default – is not contrary to reasonableness and fairness. Every dissolution must be executed through a registered letter.

Article 13 Force Majeure

The Contractor may only invoke force majeure towards the Client if the Contractor informs the Client as soon as possible in writing, providing proof, of the claim of force majeure.

Article 14 Liability and Insurance

- 14.1. The Contractor indemnifies the Client against claims from third parties for compensation of damage resulting from the execution of the Agreement by the Contractor, including damage caused by persons employed or subcontracted by the Contractor in the execution of this Agreement, and the use or application of the goods or services delivered or works performed by the Contractor.
- 14.2. The Contractor shall be adequately insured from the commencement of the Agreement (AVB - policy) for the execution of the Agreement and shall maintain adequate insurance during the execution of the Agreement against all damage and consequential damage. Upon the Client's first request, the Contractor shall provide the relevant policy or policies.
- 14.3. The insured amount must be sufficient to cover the risks incumbent on the Contractor arising from the Agreement. The Contractor shall not change the insured amount and the policy conditions during the execution of the Agreement to the detriment of the Client, unless the Client has given explicit and written consent for this.
- 14.4. Any insurances necessary for the execution of the Agreement, which the Contractor does not yet have, shall be taken out by the Contractor before commencing the execution of the work.
 - a. The Contractor complies with applicable laws and regulations and any relevant collective labour agreements during the execution of the Agreement.
 - b. The Contractor records all labour condition agreements related to the execution of the Agreement in an accessible and clear manner.

- c. The Contractor provides access to these labour law agreements to competent authorities upon request and cooperates with audits and wage validations.
- d. The Contractor provides the Client with access to these labour law agreements upon request if the Client deems it necessary in relation to addressing or handling a wage claim regarding work performed under the Agreement.
- e. The Contractor is obligated to impose all the aforementioned contractual obligations (information duties) without exception on all parties with which it enters into contracts for the execution of the Agreement.
- f. The Contractor is also required to stipulate that these parties then include the aforementioned contractual obligations without exception in contracts they enter into for the execution of the Agreement.

Article 15 Applicable Law and Disputes

- 15.1. Dutch law applies to these Purchase Conditions and the Agreement(s), as well as to their formation and interpretation.
- 15.2. If a dispute arises relating to the request for proposal, the procedure as described in the request for proposal, the formation of the Agreement, or the execution of the Agreement, each Party is entitled to submit the dispute to the competent court in the district where the Client is located. In case of disputes concerning a Work or Works, the Client may opt for construction arbitration or the court.

III FINANCIAL PROVISIONS

Article 16 Prices, Additional and Reduced Work

- 16.1. The Contractor shall execute the Agreement or Assignment Letter at the prices stated therein in euros.
- 16.2. Additional work will only be considered by the Contractor after the content and budget have been agreed upon in writing with the Client.
- 16.3. Adjustment of additional or reduced work will occur at rates not exceeding those specified in the Quote, unless the Contractor can demonstrate that the prices of wages and/or materials have increased by more than 10 percent compared to the prices stated in the Quote.
- 16.4. To the extent that prices and rates for additional or reduced work are not included in the Quote, the Contractor is obligated to offer only market-conforming rates for additional and reduced work.
- 16.5. Changes in wages, materials, rights, taxes, import and export duties, excises, or other costs based on which the price stated in the Agreement was established cannot be passed on to the Client by the Contractor. These changes are at the expense and risk of the Contractor.
- 16.6. If the Client instructs to carry out additional or reduced work, this will be settled in the final account, unless otherwise agreed in writing in the Agreement for the execution of additional or reduced work.

Article 17 Invoicing and Payment

- 17.1. We only receive your invoices digitally in PDF format. The email address crediteuren@beursvanberlage.com is intended solely for invoices.
- 17.2. The invoices you issue must comply with the legal requirements (Article 35a of the VAT Act):
 - date of issuance;
 - a consecutive invoice number;
 - name, address, and VAT number of the invoice issuer;

- your Chamber of Commerce number;
 - the name and address of the recipient;
 - the quantity and nature of the goods delivered or the extent and nature of the services provided;
 - the date on which the delivery or service was performed or completed;
 - the unit price excluding VAT and any (prepayment) discounts if they are not included in the unit price;
 - the VAT rate applied and the VAT amount in euros;
 - for multiple taxable supplies and/or services on an invoice, the applicable VAT rate or exemption must be specified each time;
 - possible references to previous invoices (in the case of credit notes and received advances);
 - an indication on the invoice if there is an exemption;
 - when the recipient is liable for the tax payment, the notation: VAT reversed;
 - In cases of VAT reversal, the VAT number of the client must be mentioned on the invoice;
 - Even in VAT reversal, the VAT rate must be mentioned.
- 17.3. In addition to the statutory invoice requirements, Beurs van Berlage C.V. imposes the following conditions on invoices:
- state the name of the person who placed the order within Beurs van Berlage C.V.;
 - always mention the order number and the address in the case of renovation or maintenance work;
 - the invoice must be accompanied by the order slip.
- 17.4. Beurs van Berlage C.V. generally adheres to a payment term of 30 days.

IV PROVISIONS ON DELIVERIES OF GOODS

Article 18 Deliveries

- 18.1. Delivery takes place exclusively on business days at the client-specified delivery address, no earlier than two weeks before the scheduled delivery date. If the Contractor has not received a delivery address, they must contact the Client in advance. Additional behavioural rules applicable to this may be included in Annex B of these Purchasing Conditions.
- 18.2. If the Client substantively rejects the Goods, the Contractor will retrieve the Goods at their own expense.
- 18.3. The Goods are inspected within two weeks after Delivery, after which the Contractor is promptly notified whether the Goods have been approved or not. The Goods are considered approved from the moment of full operational commissioning by the Client, unless agreed otherwise in writing.
- 18.4. The Contractor provides a minimum warranty of 12 months from the moment the Client approves the Goods for all items not included in Annex A, unless otherwise agreed in writing. This warranty does not affect the Contractor's liability under the Civil Code.
- 18.5. The Contractor guarantees that parts of the Goods can be delivered for a minimum period of five years or a period agreed in writing after Delivery.
- 18.6. The Contractor is obliged to provide all accompanying user instructions and product information, as well as any quality marks or certificates, as much as possible in Dutch, without additional costs, to the Client.
- 18.7. During the warranty period, the Contractor will remedy all defects in the Goods at their own expense and risk by repair or replacement within a reasonable period specified by the Client at the first notification.
- 18.8. During the period stipulated in the Civil Code, the Contractor will remedy all defects in the Goods at their own expense and risk by repair or replacement within

a reasonable period specified by the Client at the first notification.

Article 19 Packaging and Transport

- 19.1. The Contractor is responsible for ensuring that the packaging, as well as the security and transportation of the Goods, are adequate so that they reach the place of Delivery in good condition and that unloading there can be carried out safely. The Contractor is responsible for complying with Dutch, European, and international regulations regarding packaging.
- 19.2. The Contractor will take back all packaging at no cost upon request, unless otherwise agreed in writing.

Article 20 Transfer of Ownership and Risk

- 20.1. Ownership of the delivered Goods transfers at the moment of Delivery or at the moment of advance payment or (interim) payment. The risk transfers to the Client upon acceptance of the Goods by the Client. The Contractor waives the right of reclaim and the right of retention of title towards the Client.
- 20.2. Acceptance of the Goods will be done through a written declaration from the Client, after Delivery and any installation of the Goods. If the Client does not accept the Goods, they must provide a reasoned explanation as to why acceptance is withheld.

V PROVISIONS FOR THE PERFORMANCE OF SERVICES

Article 21 Services

- 21.1. The Contractor shall perform the Services within the timeframe and at the location as specified in the Contract or Assignment Letter.
- 21.2. The Contractor is fully responsible for their own Performance, the Performance of the Contractor's Personnel, and the Performance of third parties engaged by the Contractor.
- 21.3. The actual execution of the Services by the Contractor or associated actions does not imply that the Client automatically approves the Services. The Client reserves the right to inspect, verify, or disapprove the provided Services.
- 21.4. Approval of the Services shall be done through a written statement from the Client. If the Client disapproves the Services, they shall provide reasons for the disapproval.

Article 22 Contractor's Personnel

- 22.1. To the extent Services are performed at the office and/or on properties of the Client, the Contractor, the Contractor's Personnel, and third parties engaged by the Contractor must comply with the established (house) rules for that office/building and/or space. Additional behavioural rules may be included in Appendix B of these Purchasing Conditions and are applicable as well.
- 22.2. If during the execution of the Contract it becomes apparent that the Contractor's Personnel do not perform in the interest of the proper execution of the Contract or cannot continue their activities due to circumstances, the Client has the right to have such person replaced by the Contractor.
- 22.3. Upon replacement of personnel, the Contractor is obliged to provide individuals with comparable expertise, education, and experience. The Contract may require prior written approval from the Client for the replacement of the Contractor's Personnel.
- 22.4. Replacement of the Contractor's Personnel shall be provided by the Contractor within a short period – no later than two weeks or sooner if necessary. Any costs associated with the replacement shall be borne by the Contractor.

- 22.5. The Contractor ensures that the Contractor's Personnel are legally permitted to work in the Netherlands or to provide Services.
- 22.6. The Contractor is responsible and liable for the fulfillment of obligations arising from the Contract related to tax and social security legislation, including obligations related to the Employee Insurance Agency (UWV). The Contractor indemnifies the Client against all claims in this regard. The Contractor shall use a G-account if legally required, and as indicated by the Client. If the Client faces a tax reassessment, these costs will be directly recovered from the Contractor.

VI PROVISIONS FOR THE PERFORMANCE OF WORKS

Article 23 Offer for Works

- 23.1. The Offer as referred to in article 3 is to be issued in writing or electronically, except in urgent circumstances, where the assignment may be given verbally and later confirmed in writing. The Offer will specify:
- the location of the Work;
 - a description of the Work;
 - according to which drawings, technical descriptions, designs, and calculations the Work will be carried out;
 - the start date of the Work;
 - the timeframe within which the Work will be completed, specified by either a certain date or a number of workable workdays;
 - the pricing method to be used for the work: Lump Sum or Cost Plus. In the Lump Sum pricing method, the Contractor states a fixed amount for the Work described in the Offer. In the Cost Plus pricing method, the Contractor provides a quote based on price factors (such as hourly rates, surcharges, and unit prices of the necessary materials);
 - whether payment of the Lump Sum will be in installments;
 - that the risk arrangement to be named in the Offer will apply and that the costs thereof are considered included in the price;
 - whether provisional sums are accounted for, and if so, with which;
 - that if not specified otherwise, the quantities will not be adjustable, thus it must be explicitly clear from the Offer that, exceptionally, the quantities are adjustable;
 - confirmation that these Purchasing Conditions apply to the Offer and the resulting (contracting) Contract.
- 23.2. The Offer is dated and valid from that day for 90 days or as much longer or shorter as specified in the Request for Proposal.
- 23.3. Drawings, technical descriptions, designs, and calculations made by the Contractor or on its behalf will be provided to the Client if the Offer leads to a (contracting) Contract between the parties. If a (contracting) Contract is not established, these documents must not be handed over to third parties by the Client for the purpose of obtaining a similar Offer. If no contract is awarded, these documents must be returned to the Contractor at the Client's expense within 14 days upon request.
- 23.4. If the Offer is not accepted, the Client is not obligated to pay the costs incurred in making the Offer, unless otherwise indicated by the Client in the Request for Proposal.

Article 24 Rights and Obligations of the Contractor

- 24.1. If the nature of the Work requires it, the Contractor shall acquaint itself with the location of cables and

pipes before starting the Work and take the necessary actions in a timely manner.

- 24.2. The required electricity, gas, water, and other utilities are at the expense of the Contractor, unless the user of the building where the work is being performed grants the Contractor permission to use these utilities.

Article 25 Provisional Sums

- 25.1. Provisional sums are amounts specified in the Contract, included in the Lump Sum, intended for either:
- a. purchasing building materials and processing them;
 - b. performing work that on the date of the Contract is not sufficiently precisely determined and needs to be specified further by the Client. For each provisional sum, the Contract will state what it relates to.
- 25.2. When expenditures to be charged to provisional sums are calculated, they will be based on the prices indicated to the Contractor in the Offer. Any surcharge and contractor's fee are considered to be included in the so-called tail costs and are therefore not separately recalculated if a provisional sum is actually filled in at a higher or lower amount.
- 25.3. If a provisional sum relates to the purchasing and processing of building materials, the costs of processing are included in the Lump Sum and are not separately recalculated.
- 25.4. If adjustable quantities are included in the Contract and these quantities prove to be too high or too low to accomplish the Work, a reconciliation of the additional or lesser costs resulting from this discrepancy will take place.

Article 26 Installment Payments

- 26.1. If installment payments are agreed upon, the Contractor shall send the relevant installment invoice to the Client at or after each payment interval.
- 26.2. Payment of a submitted installment invoice shall be made in accordance with Article 17.
- 26.3. Payment of the amount due to the Contractor from the final settlement must occur no later than 30 days after the Contractor has submitted the final invoice, notwithstanding the provisions in Article 27.

Article 27 5% Retention or Bank Guarantee

- 27.1. The Client may, while retaining their right to completion, withhold a reasonable amount not exceeding 5% of the Contract Sum from the last installment or installments and retain this amount rather than paying it to the Contractor. This amount will be paid by the Client within 30 days after the end of the Maintenance Period or sooner or later as the works mentioned in the previous sentence are performed.
- 27.2. If the Contract stipulates that the Contractor shall provide an 'on demand' bank guarantee to the Client which extends through the Maintenance Period, the Client will not invoke the 5% retention as described in the previous section.

Article 28 Delivery and Maintenance Period

- 28.1. The Work is considered delivered when the completion has been agreed upon in the (framework) Contract or Assignment Letter, and the Contractor has notified that the Work is ready for delivery and the Client has approved it. A delivery report signed by both Parties will be produced at the time of delivery. Any deficiencies noted by the Client, not acknowledged by

- the Contractor, will be mentioned in the delivery report as such.
- 28.2. If the Contractor has notified that the Work is ready for delivery and the Client does not communicate approval or disapproval within 14 days thereafter, the Work is deemed delivered.
- 28.3. If the Client disapproves the Work, it must do so in writing or electronically, stating the defects that are the reasons for disapproval. Defects that can feasibly be corrected during the Maintenance Period shall not be grounds for disapproval unless they impede the possible use of the Work.
- 28.4. If the Client uses the Work, it is considered delivered unless the Client explicitly and substantively notifies the Contractor in writing why the use should not be considered as delivery.
- 28.5. If Parties determine that, given the nature or extent of the deficiencies, delivery cannot reasonably be declared, the Contractor shall, after consulting with the Client, specify a new date when the Work will be ready for delivery.
- 28.6. From the day the Work is deemed delivered, the Work is at the Client's risk.
- 28.7. Deficiencies noticed by the Client will be repaired by the Contractor as soon as possible.
- 28.8. Unless otherwise agreed in writing in the Assignment Letter or Contract, after the day the Work is considered delivered, a Maintenance Period of 6 months commences for the structural part of the Work. For the installation part of the Work, a Maintenance Period of 12 months applies to include a full heating season.
- 28.9. For Works where no delivery has been agreed upon in the (framework) Contract or Assignment Letter, the Work shall be deemed delivered if the Client fails to notify the Contractor in writing within four weeks after notification of completion, stating why the Work cannot be accepted. Article 35.5 and subsequent are applicable accordingly.

Article 29 Duration of Execution, Postponement of Delivery, and Compensation for Late Delivery

- 29.1. If the term within which the Work will be delivered is expressed in workable workdays, days are considered unworkable when, due to circumstances not accountable to the Contractor, at least 5 hours of work by the majority of workers or machines cannot be performed.
- 29.2. The Contractor is entitled to an extension of the term for delivery if, due to force majeure, circumstances accountable to the Client, or as a result of additional and reduced work, it is unreasonable to expect the Work to be completed within the agreed term.
- 29.3. However, if a term is expressed in a number of calendar days, weeks, or months, or a specific date is agreed upon for delivery, the Contractor bears the risk for unworkable days occurring within this period. In such cases, the Contractor can only claim force majeure in exceptional circumstances.
- 29.4. Without prejudice to the Client's right to claim additional compensation, a penalty is due from the Contractor to the Client for exceeding the agreed construction time, the amount of which will be agreed upon in the assignment. The penalty applies only if it is incontrovertibly proven that the Contractor deliberately fails to perform or delays the work resulting in an extension of the work period. If no amount is specified in the assignment, a penalty of 250 euros per calendar day is applicable until the day the Work is delivered to the Client, unless the Contractor is

entitled to an extension of construction time. For the purposes of this section, the day of delivery is considered the day the Work is deemed ready for delivery and approved by the Client.

- 29.5. The penalty mentioned in the previous section is due without a need for a formal default notice.

Article 30 Default by the Client

- 30.1. If the Client fails to make payment as due under the Contract, they will incur statutory interest as per Article 6:119 of the Civil Code once the Contractor has formally issued a default notice.
- 30.2. If the Client fails to make timely payments, the Contractor is entitled to proceed with debt collection, provided that they have first issued a written or electronic reminder to the Client to make the payment within an additional 14 days and such payment remains outstanding. If collection proceeds, the related extrajudicial costs shall be borne by the Client, with the Contractor entitled to charge up to the amount specified in the Decree on Compensation for Extrajudicial Collection Costs.
- 30.3. If the Client fails to pay the amounts due to the Contractor on time, the Contractor is entitled to demand adequate security from the Client.
- 30.4. If the Client fails to meet their payment obligations, the Contractor is entitled to suspend the work until the payment is made, or to terminate the work in its incomplete state, provided they have previously informed the Client in writing or electronically of the consequences of non-compliance. This does not affect the Contractor's right to compensation for damages, costs, and interest.
- 30.5. If the Client is declared bankrupt, applies for a suspension of payments, or if a third party places a legitimate lien on the Client's assets, unless this lien is lifted within a month, possibly against a guarantee, the Contractor is entitled to suspend the work or terminate it in its incomplete state without further notice.
- 30.6. In cases of suspension or termination as described above, the provisions of Article 33.7 apply.

Article 31 Default by the Contractor

- 31.1. If the Contractor fails to commence or continue the work as obligated, the Client shall issue a written or electronic notice demanding the Contractor to start or resume the work as soon as possible.
- 31.2. The Client is entitled to have the work performed or continued by a third party if the Contractor remains in default after the reasonable period specified in the notice has elapsed, provided this was stipulated in the notice. In such cases, the Client is entitled to compensation for damages and costs resulting from the Contractor's default and may invoke the 'on demand' bank guarantee provided by the Contractor as described in Article 36(1).

Article 32 Suspension of Payment

If the work performed does not meet the contractual requirements, the Client has the right to suspend payments wholly or partially. The amount related to the suspension should be proportionate to the non-compliance. The Client must notify the Contractor in writing or electronically of the suspension and its reasons.

Article 33 Suspension, Termination of the Work in its Incomplete State, and Cancellation

- 33.1. The Client is authorized to suspend all or part of the work. The Contractor must:

- a. Consult with the Client to take appropriate measures to prevent and limit damage to the work;
 - b. Take measures to prevent deterioration of the work or works;
 - c. Refrain from actions that could cause damage to the work or complicate its continuation.
- 33.2. Measures necessarily taken by the Contractor due to the suspension are compensated as additional work. However, if the suspension results from the Contractor's failure to comply with the Client's instructions or directives, or if the work is stopped by municipal building and housing supervision attributable to the Contractor, the Contractor will not be compensated for any damages and must compensate the Client for any suspension-related losses.
- 33.3. If the suspension lasts more than one month, and is not at the expense and risk of the Contractor as described above, the Contractor may claim proportionate payment for the part of the work completed, considering unprocessed materials owned by the Client. Unprocessed materials ready for inspection are inspected at the Client's request.
- 33.4. If the entire work is suspended for more than 2 months, and the suspension is not at the risk and expense of the Contractor as per the previous section, the Contractor is entitled to terminate the work in its incomplete state.
- 33.5. The Client is always entitled during a suspension to instruct the Contractor to terminate the work in its incomplete state.
- 33.6. The Client is always entitled to terminate the Contract wholly or partially. If the termination does not result from circumstances described in the second sentence of section two, the Contractor is entitled to terminate the work in its incomplete state.
- 33.7. In the situations described in sections 4, 5, and 6, upon termination of the work in its incomplete state, the Contractor is entitled to the contract sum adjusted to the progress of the work, plus unavoidable costs already incurred, minus the savings from the termination of warranty obligations. The goods invoiced by the Contractor to the Client become the property of the Client. The Contractor will send the Client a detailed final invoice for what the Client owes following the termination.

Article 34 Liability of the Client

- 34.1. The Client is responsible for the accuracy of the information provided by or on behalf of them. The Contractor is responsible for conducting a thorough inspection of the construction site, including the condition of existing buildings, works, and lands, before entering into the Contract.
- 34.2. If, during execution, it appears that the actual condition of existing buildings, works, and lands differs from what the Contractor could have expected based on the information provided, the Contractor is not entitled to compensation for the resulting costs if these differences could have reasonably been discovered during a thorough inspection or could have been identified during a question and information round. However, if the differences result from incorrect data provided by or on behalf of the Client, the resulting consequences are at the Client's expense.
- 34.3. If construction materials or aids supplied or prescribed by the Client prove unsuitable or defective, the consequences are at the Client's expense, and the Contractor must bear all consequences.

- 34.4. If the Client has prescribed a subcontractor or supplier, and they fail to perform, perform late, or perform inadequately, the consequences are at the Client's expense unless the Contract designates the Contractor as the main contractor and/or assigns them coordination over the subcontractors and suppliers, and the subcontractor or supplier has been assessed and accepted in writing by the Contractor before the Contract was signed.

Article 35 Contractor's Liability

- 35.1. In case of deficiencies in the design, the Contractor is liable to the extent that these deficiencies are attributable to them.
- 35.2. The liability of the Contractor as per the previous clause is explicitly not limited to the amount agreed for the design activities but is capped at €1,000,000 (one million euros) for contracts where the contract sum does not exceed €10,000,000 (ten million euros), and €2,500,000 (two and a half million euros) if the agreed contract sum exceeds €10,000,000 (ten million euros).
- 35.3. The work and its execution are the responsibility of the Contractor from the start date until the day the work is completed.
- 35.4. The Contractor is liable for property damage, including environmental damage, to the extent that such damage is caused by the execution of the work and is attributable to the Contractor. The Contractor is also liable for consequential damages incurred by the Client.
- 35.5. After the day the work is completed, or later as the maintenance period ends, the Contractor is no longer liable for deficiencies in the work unless the defect is:
 - a. attributable to the Contractor, and
 - b. was neither identified during the execution nor at the acceptance of the work by the Client, and
 - c. the Contractor is notified within a reasonable period after discovery.
- 35.6. The statute of limitations for legal claims due to defects in the completed work is governed by Article 7:761 of the Civil Code, except that for components mentioned in Annex A, the statute of limitations corresponds to the warranty periods stated therein. For components not mentioned in Annex A, the statute of limitations is not a maximum of 20 years but 10 years from the date of delivery.
- 35.7. In the cases provided for in the preceding clauses of this article, the Client is obliged to give the Contractor a reasonable period to remedy any attributable deficiencies and/or defects for which the Contractor is liable, at the Contractor's expense.
- 35.8. The consequences of complying with legal regulations or government decrees that come into effect after the date of the offer but were foreseeable at the time of the offer are borne by the Contractor.

Article 36 Additional Provisions Regarding Works

- 36.1. A direct payable ('on demand') bank guarantee may be required from the Contractor. The amount of the bank guarantee and the model text will be regulated in the contract.
- 36.2. Without prejudice to the liability under Article 14 of these Purchasing Conditions and notwithstanding the liability of parties involved in the work, the Contractor shall take out a Construction All Risks (CAR) insurance for the work, or ensure that the work is covered under his ongoing CAR insurance. Upon request, the Contractor shall provide a copy of the policy to the Client. If the work is performed by multiple joint contractors, the CAR insurance must be arranged by

- the Contractor in consultation with the involved joint contractors but under the Contractor's responsibility.
- 36.3. The Contractor shall comply with legal provisions applicable to him as an employer (chain liability, Occupational Health and Safety Act, Foreign Nationals Employment Act, etc.), collective labor agreements, and other employer obligations such as combating sham arrangements. The Contractor indemnifies the Client against third-party claims resulting from the Contractor's failure to comply with these obligations.
- 36.4. The Contractor guarantees to the Client that only workers who are authorized to perform the work arising from the Contract, for whom social security contributions and payroll taxes have been duly paid, and whose identity can be verified by the Client, will be used in the execution of the Contract. Prior to the start of the work, the Contractor shall provide the Client, to the satisfaction of the Client, with sufficient documents or evidence demonstrating such authorization, payment, and identity. The Contractor indemnifies the Client against third-party claims resulting from the Contractor's failure to meet these obligations.

VII TERMINATION OF CONTRACT

Article 37 Termination

Either party may terminate the Contract with notice as specified in the Contract. If no notice period is specified in the Contract, termination may occur with a reasonable notice period, taking into account the duration of the Contract. For ongoing contracts:

- Contract duration 0 to 2 years: notice period of 3 months.

This article does not apply to Works; in such cases, Article 33 applies.

Article 38 Dissolution

- 38.1. Either party has the right to dissolve the Contract immediately and without judicial intervention and without a notice of default if:
- Article 4.4 of the Purchasing Conditions is violated;
 - a decision to dissolve the corporate entity or business of the other party has been made;
 - control of the other party changes hands from what it was at the time of entering into this Contract;
 - bankruptcy has been filed for or declared against the other party, or a (provisional) suspension of payments has been requested or granted.
- 38.2. Such a dissolution must be communicated immediately by registered letter.
- 38.3. In case of dissolution by the Client as mentioned in clause 1, the Client owes no compensation to the Contractor for services not performed by the Contractor. Any undue payments made to the Contractor must be returned to the Client, plus statutory interest from the day of payment.

Article 39 Annulment

If a party invokes annulment by a non-judicial declaration, it must be done by registered letter

Annex A

Warranties (as referred to in Article 6 of the Purchasing Conditions for Supplies, Services, and Works version 2.0, April 2023)

For the components listed below, a warranty is required from the Contractor and provided to the Client, effective from the day of delivery/completion notification for the specified period:

- Concrete repairs: 5 years
- Cement screed floors: 5 years
- Roof insulation: 10 years
- Load-bearing structures: 6 years
- Bituminized roofs and plastic roofs: 15 years
- Exterior joinery: 10 years
- Facade plaster on insulation: 10 years
- Gutters: 10 years
- Hardware: 2 years
- Wooden exterior doors: 5 years
- Wooden window frames: 10 years
- Wood rot repairs: 5 years
- Hydrophobic treatment: 10 years
- Insulating glazing: 10 years
- Lead work: Specified years not indicated
- Sealant work: 5 years
- Masonry: 10 years
- Tile roofs: 30 years
- Interior and exterior plumbing: 5 years
- Sanitary installations: 5 years
- Paintwork: 3 years
- Moisture ascending from foundation: 6 years
- Masonry joints: 6 years
- Wall and floor tiles: 10 years
- Not covered under the warranty are:
 - Aesthetic issues
 - Defects resulting from work performed by the Client or third parties, layout changes, or improper maintenance
 - Damage from storms, fire, flooding, drifting snow, etc.
 - External facilities like drainage, paving
 - Glass panes, except for the insulating performance of double glazing
 - Other wall finishes than plastering, tiling, and painting
 - Normal discoloration, surface weathering, and staining of materials

The Contractor additionally guarantees:

- That the Performance is complete and suitable for its intended purpose, of good quality, free from execution and/or material faults, free from design faults if the design is part of the Contractor's assignment, and that new materials are used for Services and/or execution of works, and skilled personnel are engaged
- That the Performance fully complies with the requirements contained in the Contract and other documents provided by the Client and fully meets the Contract
- That the Performance at least meets the legal requirements in the Netherlands and does not pose a risk to the health or safety of persons or property
- That the Performance is free from any encumbrances and claims from third parties, except for those explicitly accepted in writing by the Client
- That the delivered items contain components that will be available for a period of two years after Delivery
- That for components replaced during the warranty period, a new warranty period begins on the day of replacement, with at least the same duration as the original warranty period
- That if the Client has concrete indications that the Work does not meet the warranty requirements set at the Performance, the Contractor is obligated to take or permit measures necessary to determine whether this is the case. If it is found that the Performance does not meet these requirements, the costs of such measures shall be borne by the Contractor
- That the Performance has properties that the Client, based on the Contract or accepted Order Letter to which these general conditions are declared applicable, may expect under normal use. If these expectations are not met, the Client has, within the limits of reasonableness and fairness, the choice of replacement or repair by the Contractor
- That if a warranty is provided by the manufacturer or supplier to the Contractor or by the Contractor itself for material and execution for a longer period than in the (framework) Contract or Order Letter referring to these Purchasing Conditions, the longer period applies. The Contractor provides the Client with at least the same guarantees as those obtained by the Contractor from engaged contractors or from manufacturers or suppliers.

Annex B

Additional Provisions Relating to Contractor-Customer Relationship (as referred to in the Purchasing Conditions for Supplies, Services, and Works version 2.0, April 2023)

1. Compliance with Laws and Regulations

The Contractor shall comply with the laws, rules, regulations, and codes of conduct applicable to their profession or industry.

2. Sustainable Business Practices

The Contractor endorses the principles of sustainable business practices and demonstrably considers these in their operations.

Sustainable business implies seeking a balance between financial-economic results, social interests, and the environment—often summarized as the three P's: profit, people, and planet. It also means considering future generations.

The Contractor conducts their business in compliance with applicable occupational and environmental laws and regulations and is committed to exceeding these standards.

The Contractor guarantees that the services and products offered to Beurs van Berlage C.V. are produced under humane working conditions.

The Contractor ensures that the products and services they produce or trade comply with the objective labour standards established by the international community*.

3. Integrity

The Contractor ensures a favourable price-quality ratio. Agreements regarding payment and billing are adhered to, and the contractor ensures that all their obligations to the tax authorities and implementation agencies are met. The contractor indemnifies Beurs van Berlage C.V. from any claims.

The Contractor is required to maintain complete confidentiality regarding the confidential business matters of Beurs van Berlage C.V., which they become aware of through their assigned services. Information provided by Beurs van Berlage C.V. about the client is treated confidentially by the contractor and protected according to current privacy legislation. Disclosure of privacy-sensitive information to third parties is permitted only with the client's consent.

4. Innovation and Optimization

The Contractor is expected to propose ways to improve the results of services or to reduce costs during the term of this agreement.

The work is carried out neatly and professionally

1. Contractors introduce themselves and can identify themselves if asked by the client.
2. Contractors ensure that the work is performed neatly. Waste, debris, and dirt must be cleaned up daily.
3. The consumption of alcohol and/or narcotics is prohibited.
4. Eating and drinking are not allowed except in designated areas.
5. Noise pollution, other than that necessary for carrying out the work, is not permitted.
6. All employees, as well as subcontractors, of the Contractor must be aware of the monumental value of the building and that it is used by multiple companies and activities. Therefore, they must ensure that no disturbance is caused to users, tenants, and residents.

Uncertainties, Progress, and Task Resolution

1. In case of urgent questions or problems, the Contractor must contact the Beurs van Berlage C.V. employee who issued the assignment by phone.
2. Billing must comply with legal invoice requirements and the additional provisions of Beurs van Berlage C.V., as included in this agreement through an annex.