



GENERAL CONDITIONS FOR HIRING PERSONNEL | VISSER & SMIT HANAB BV

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1. Definitions:

In these conditions, the following terms have the following meanings:

General Conditions	:	These General Conditions for Hiring Personnel.
Subagreements	:	The agreements between V&SH and the Contractor under a Framework Agreement.
Hired Personnel	:	The personnel the Contractor makes available to V&SH under a Subagreement or Project Agreement.
Contractor	:	The party with which V&SH enters into an agreement for hiring and/or recruitment and selection of personnel.
Agreements	:	All agreements entered into between V&SH and the Contractor, a Framework Agreement, a Purchase Agreement and/or a Project Agreement.
Project Agreement	:	An agreement entered into between V&SH and the Contractor, in which the parties have laid down the terms and conditions, including in particular the commercial conditions, applicable to Work not falling under a Framework Agreement.
Framework Agreement	:	The agreement entered into between V&SH and the Contractor, in which the parties have laid down the terms and conditions, including in particular the commercial conditions, applicable to the Subagreements to be entered into between the parties.
V&SH	:	Visser & Smit Hanab bv (V&SH), with its registered office in Papendrecht, the Netherlands, and all its affiliated entities and enterprises, in these General Conditions each separately referred to as V&SH.
Representative	:	The authorised person designated by V&SH.
VolkerWessels	:	Koninklijke Volker Wessels Stevin nv and all its affiliated companies.
Working Days	:	Each day with regular working hours between 7:00 and 18:00, as laid down in the Subagreement or Project Agreement, with the exception of official holidays, unless the Subagreement or the Project Agreement provides otherwise.
Work	:	The aggregate of the services to be performed by the Contractor.

2. General

- 2.1 Words in the singular also refer to the plural and vice versa, if this follows from the context in which they are used.
- 2.2 The headings of the articles in these General Conditions do not form part of the General Conditions and do not affect their interpretation.
- 2.3 V&SH shall never be bound by oral and/or written agreements between the Contractor and one or more persons of V&SH, unless these persons have first been authorised in writing by V&SH to make such agreements.
- 2.4 If it has not been agreed otherwise in writing, the Work will be called off in hours.
- 2.5 Termination will never entitle the parties to reimbursement of any amount and/or compensation.
- 2.6 If any part of these General Conditions should appear void, voidable or unenforceable, this will not affect the validity of these General Conditions as such. The parties shall in that event agree that the relevant part will be replaced by an article of similar import.
- 2.7 These conditions are a translation of the Dutch version of the General Conditions for Hiring Personnel. In case of conflict between this version and the original Dutch version, the Dutch version will prevail.

3. Applicability

- 3.1 All requests from V&SH for making an offer, all offers to V&SH, all assignments and orders (whether or not given by confirmation of an offer) from V&SH and all Agreements with V&SH for the performance of Work are governed exclusively by these General Conditions.
- 3.2 The applicability of the conditions of the Contractor is hereby expressly excluded. Derogating provisions and general conditions of the Contractor shall apply only if and insofar expressly and in writing accepted by V&SH in an individual case.
- 3.3 A Contractor that has once contracted with V&SH on these General Conditions, accepts that these Conditions also apply to subsequent Agreements with V&SH.
- 3.4 V&SH has the right to amend these General Conditions unilaterally. Such an amendment will have legal effect between V&SH and the Contractor, also with regard to existing Agreements, 30 days after it has been announced by filing with the Chamber of Commerce (or, with regard to existing Agreements, by notifying the Contractor). If the interim amendment to the General Conditions by V&SH is significant, the Contractor will have the right to inform V&SH

(within 14 days after the aforementioned notification), by registered letter with acknowledgment of receipt, that it wishes to terminate the Agreement early, with effect from the date on which the amended General Conditions come into effect, provided that the amendment also applies to the Contractor. V&SH has the right to indicate, within 10 days after timely receipt of the aforementioned notification from the Contractor, that it is prepared to continue the Agreement on the basis of the unamended General Conditions. The amendment will in that case not apply to the Contractor and the Agreement shall be continued on the basis of the unamended General Conditions. If V&SH does not exercise the aforementioned right, the Agreement with the relevant Contractor will end by operation of law with effect from the effective date of the amended General Conditions.

3.5 In the performance of the Work, the Contractor shall not deviate from what is agreed in these General Conditions and the Agreements, unless V&SH's representative has consented to such a deviation in writing.

4. Formation of an Agreement

- 4.1 All offers from the Contractor are final. All costs incurred by the Contractor in connection with an offer will be at the expense of the Contractor.
- 4.2 The agreement is only concluded if and insofar as V&SH accepts an offer by issuing a written order.
- 4.3 Conditions that were part of V&SH's request for an offer to the Contractor, as well as amendments thereto agreed in writing, shall always be part of the Agreement.
- 4.4 Verbal promises from and verbal agreements with personnel or representatives of V&SH are not binding until and insofar as it has confirmed them in writing.
- 4.5 V&SH shall not be bound by amendments to an Agreement that are indicated by the Contractor after its formation.
- 4.6 Additional work is only permitted and may only be invoiced if V&SH has issued a separate written order for the additional work.

5. Corporate Principles

- 5.1 V&SH connects the economic principle to core values such as social responsibility, integrity, transparency and sustainability. The company has formulated Guiding Principles, which are available at the website [www.vshanab.nl](http://www.vshanab.nl), under 'integrity'. With regard to integrity, V&SH is also guided by the 'VolkerWessels Code of

Conduct', compliance with which is mandatory for all employees of Koninklijke Volker Wessels Stevin nv and subsidiaries operating in the Netherlands. The 'VolkerWessels Code of Conduct' is available at the website [www.volkerwessels.com](http://www.volkerwessels.com), under 'corporate governance/integrity'. The Contractor shall take note of the aforementioned principles and code of conduct and comply with their contents. The Contractor shall ensure that the aforementioned principles and the 'VolkerWessels Code of Conduct', or its own code of conduct in conformity with the code of conduct developed by the Stichting Beoordeling Integriteit Bouwbedrijf (SBIB), apply to all employees of the Contractor and to workers, consultants, contractors and suppliers engaged by the Contractor.

- 5.2 The Contractor warrants that the Hired Personnel complies with the 'VolkerWessels Code of Conduct', the 'V&SH Rules of Conduct' and the 'V&SH working conditions and environmental rules'.

## **6. Obligations of the Contractor**

- 6.1 The Contractor shall ensure that the representative of V&SH receives weekly statements of the number of hours worked by hired personnel. These statements shall be provided no later than the fifth working day of the new month for the preceding month.
- 6.2 The VCU-certification is intended for temporary employment agencies and/or secondment firms that supply personnel to companies that perform Work with an increased risk or in a high-risk environment, such as Work in factories, installations, workshops and project sites. If this applies to the Contractor, the Contractor shall have a valid VCU-certificate.
- 6.3 The Contractor shall ensure that V&SH receives a copy of the VCU-certificate.
- 6.4 The Contractor is not permitted to hire personnel from third parties and supply such personnel to V&SH without the prior written consent of V&SH.

## **7. Obligations of the Contractor**

- 7.1 If the Work requires a certificate, the Contractor shall ensure that the Hired Personnel has the relevant certificate or obtains it in a timely manner. Such a certificate shall be approved by a training centre designated by V&SH and the costs thereof shall be borne by the Contractor.
- 7.2 If one or more persons of the Hired Personnel wrongly fail to have the required certificates, V&SH may decide to exclude such persons from Work with immediate effect. V&SH will in that case also cease to owe any payment for such persons. The Contractor will be obliged to compensate V&SH for any damage it suffers or will suffer as a result, including consequential damage.
- 7.3 The Contractor shall supply replacement Hired Personnel as soon as possible in the event of the occurrence of the situation described in paragraph 7.2.
- 7.4 The Contractor shall have a current list of the certificates of its employees. The Contractor shall submit this document if V&SH conducts an inspection.
- 7.5 The parties shall not actively recruit each other's employees.
- 7.6 The Contractor shall not deploy personnel that has been dismissed by V&SH without V&SH's written consent.
- 7.7 The Contractor shall be solely responsible for the proper and efficient performance of the Work, in accordance with the General Conditions, the relevant Framework Agreement and the Subagreements.
- 7.8 The Contractor shall waive any (Intellectual Property) rights it may exercise with respect to the results of the Work it is to perform.
- 7.9 The Contractor shall only deploy employees whose valid identity card it has checked for accuracy and included in its records. If the Contractor deploys foreign nationals in accordance with the Aliens Act, the Contractor shall obtain the necessary work permits. An employee will be obliged to show his or her original identity card to V&SH on the first working day. V&SH will then verify this identity in accordance with the law and make a copy of the identity card. The employee shall consent to inclusion of this copy in V&SH's records. The Contractor shall ensure that V&SH is provided

with the aforementioned documents. V&SH will keep the aforementioned documents in its records until 5 years after the last working day.

- 7.10 The Contractor shall comply with all legal requirements. Any penalties and/or damage payable by V&SH and/or V&SH's principal due to a failure of the Contractor to comply with legal requirements - including but not limited to penalties imposed by the Labour Inspectorate - will be at the expense and risk of the Contractor. The Contractor shall pay such penalties and/or damage on demand of V&SH.
- 7.11 If the Contractor fails to comply with the above provisions, it will, at the discretion of V&SH, either owe a penalty to be determined by V&SH or be obliged to compensate V&SH for all damage suffered by it as a result. V&SH will in that case also be entitled to terminate the Agreement with immediate effect, without owing any amount or compensation for damages.

## **8. Taking over Hired Personnel**

During the contract period, Hired Personnel may be taken over by V&SH subject to the conditions laid down in the Agreement entered into with the Contractor.

## **9. Liability of the Contractor**

- 9.1 The Contractor warrants that the Hired Personnel meets the relevant job requirements and has the requested certificates, valid diplomas, references and, where applicable, the appropriate permit under the Aliens Employment Act. If it appears that the Hired Personnel does not meet the requested job requirements and/or does not have the requested certificates, the Contractor will be obliged to replace the Hired Personnel at its own risk and expense. All damage suffered and to be suffered by V&SH as a result, including consequential damage, will be at the risk and expense of the Contractor.
- 9.2 The Contractor is liable for all direct and indirect damage and costs incurred by V&SH, including trading loss, arising from a failure of the Contractor to fulfil its obligations under the agreement and/or the law, and shall indemnify V&SH from all costs, damage and claims by third parties, including V&SH's principal and future owners and users and governments and personnel of the Contractor, in respect of or in connection with the assignment.
- 9.3 The Contractor is obliged to take out such third-party insurance as is required by V&SH. The Contractor is also obliged to adequately insure all things it keeps or uses in connection with the agreement, as long as it does so at its own risk.
- 9.4 The Contractor shall indemnify V&SH from all costs, damage and claims arising from infringement of the copyrights and/or patent rights of third parties by the goods and services it supplies, and shall make every effort to ensure that V&SH can freely make use of what it has supplied, without restrictions; all associated costs will be at the expense of the Contractor.

## **10. Force majeure**

- 10.1 In the event of force majeure, the affected party may suspend all or part of the fulfilment of its obligations under the Subagreement or the Project Agreement for the duration of the force majeure situation, without the parties owing each other any compensation. The other party shall be informed in writing of a force majeure situation, under submission of documentary evidence.
- 10.2 A force majeure situation shall in any case not be deemed to exist in the event of: a lack of personnel, strikes, sickness of personnel, late supply of materials or unsuitability of materials.
- 10.3 A force majeure situation shall in any case be deemed to exist in the event of: weather conditions on working days as a result of which the largest part of the workers or machines hired or deployed by V&SH cannot work or be operated in a certain location for at least five hours.

## 11. Replacement of Hired Personnel

- 11.1 If Hired Personnel is absent for at least one week (not in connection with holidays reported to V&SH), the Contractor shall immediately, but in any case within two Working Days, arrange for an equivalent replacement and make every effort to ensure continuity in the performance of the Work. The Contractor requires the prior written consent of V&SH for the replacement of Hired Personnel. V&SH shall not withhold its consent on unreasonable grounds.
- 11.2 The hourly rates applicable to the originally Hired Personnel shall not be increased in the event of replacement. Replacement by a less qualified employee will only be permitted in exceptional cases, subject to V&SH's written consent to a substantiated request from the Contractor.
- 11.3 If the Hired Personnel is absent (for a long period) and the Contractor fails to arrange for replacement, or V&SH does not consent to the replacement proposed by the Contractor, V&SH will be entitled to terminate the Subagreement or Project Agreement with immediate effect.
- 11.4 Early termination of the Subagreement or Project Agreement in accordance with paragraph 11.3 will never entitle the Contractor to reimbursement of any amount and/or compensation.
- 11.5 In the event of replacement, the Contractor will be obliged to ensure that the replaced employee accepts all conditions and special provisions imposed on Hired Personnel.

## 12. Rates

- 12.1 The rates at which the Contractor supplies Hired Personnel to V&SH will be laid down in an Agreement to be entered into between the parties.
- 12.2 Working overtime is subject to a written request from V&SH. The rate will in that event be increased in accordance with the applicable CBA. The overtime allowance is only paid in respect of the hours worked in excess of the hours stipulated in the Subagreement or the Project Agreement.
- 12.3 The Contractor may only charge the overtime allowance if V&SH has requested overtime work in writing and V&SH has provided written consent to the specified number of overtime hours.
- 12.4 The travel allowance is determined in accordance with current tax legislation, and only relates to business trips made at the request of V&SH, therefore not commuting.

## 13. Timesheet and invoicing

- 13.1 The (average) numbers of days and hours per week to be worked by the Hired Personnel during the term of the Subagreement or Project Agreement will be laid down in a Subagreement or Project Agreement. The Hired Personnel shall consult with the Representative on the times at which they shall work the agreed number of hours. The Hired Personnel shall submit their timesheets to V&SH's Representative on a weekly basis. The timesheets must be initialised by the Representative for approval. After approval by the Representative, the hours actually worked may be invoiced on a monthly basis. Deviations in hours or an extension in the Subagreement are subject to the approval of both V&SH and the Contractor. It is not permitted to submit summary invoices for payment. If invoices and/or attachments require correction, they will be returned.
- 13.2 Invoices must comply with Section 35 of the 1968 Turnover Tax Act and be accompanied by:
- a properly completed man-day register;
  - a delivery order from V&SH, issued by V&SH's Representative;
  - settlement lists compiled by the Contractor and signed for approval by V&SH's Representative (settlement lists shall specify the position of the Hired Personnel). The invoice must state:
    - the address details of the appropriate department of V&SH;
    - the number of the Subagreement or Project Agreement (or in the absence thereof, the number of the Framework Agreement);
    - the work number;

- the period when the performance was provided and the nature of the performance;
- whether or not the reverse charge mechanism regarding turnover tax applies;
- the VAT numbers of the Contractor and the addressee.

Invoices will only be considered if all requirements are met.

- 13.3 An invoice received by V&SH will be paid within ninety (90) days after receipt by V&SH, provided that the Work has been carried out in accordance with the Subagreement or the Project Agreement and these General Conditions.
- 13.4 Payment by V&SH does not imply acceptance of any part of the Work carried out and does not restrict V&SH's right to lodge a claim or demand compensation.
- 13.5 The Parties shall cooperate with technological innovations in the area of invoicing.
- 13.6 Security, to the extent required by the General Conditions, the Framework Agreement and/or the Subagreement or the Project Agreement, shall be issued by a bank or insurance company in accordance with the agreements made between the parties and in accordance with the model approved by V&SH. If the validity of such a guarantee expires before the event occurs in respect of which the guarantee was initially issued, the Contractor shall arrange for an extension of the period of validity as required by V&SH. Neither party may assign its claims.
- 13.7 V&SH is entitled to deduct from amounts it owes to the Contractor and/or companies affiliated with the Contractor, for whatever reason, the amounts of V&SH's claims against the Contractor and/or companies affiliated with the Contractor, for whatever reason. This provision shall not affect V&SH's entitlement to a setoff.

## 14. Vicarious tax liability and recipient's liability

- 14.1 To the extent that an agreement is subject to vicarious tax liability and/or recipient's liability, the Contractor has the following special obligations:
- to provide V&SH with a man-day register, which shall state for each employee of the Contractor: name, citizen service number, date, hours worked;
  - to provide V&SH with the wage statements for inspection on its request;
  - to comply strictly with all its obligations to the personnel it employs;
  - to submit a statement, whenever V&SH requests same, regarding its payments to the Tax and Customs Administration with respect to income tax and social insurance contributions;
  - to indemnify V&SH from its liability to the principal and/or third parties for non-compliance by the Contractor of its obligations pursuant to the agreement or the law.
- 14.2 V&SH will always have the right to pay social security contributions and income tax payable by the Contractor, with respect to which V&SH is jointly and severally liable pursuant to vicarious tax liability or recipient's liability, to the Contractor by payment into its blocked G account. Without prejudice to the provisions of the preceding paragraph, V&SH will always be entitled to pay the above amounts in social insurance contributions and income tax directly to the Tax and Customs Administration. This means that if V&SH actually exercises this right, the Contractor will be obliged to omit the amount of VAT due from its invoices, and state instead thereof: "VAT REVERSE CHARGED", to the extent permitted by law. V&SH will notify the Contractor if it intends to exercise the right provided in this paragraph, prior to the first payment. By payment, V&SH will be discharged with respect to the Contractor in respect of these amounts.
- 14.3 If V&SH is held liable for taxes and contributions not paid by the Contractor or subsequent subcontractors are obliged to pay these amounts, V&SH will have a claim against the Contractor for the entire amount paid by it. V&SH will be increased by statutory interest and costs. If V&SH fulfils obligations of the Contractor to its employees under the current CBA, V&SH will have a claim against the Contractor for the entire amount it has paid, increased by statutory interest and costs.

## **15. Prohibition on outsourcing and assignment. Right of setoff**

- 15.1 The Contractor is prohibited from transferring or outsourcing all or part of the agreement or its performance to a third party without the written consent of V&SH. V&SH may at any time transfer all or part of the agreement to any other entity of Volker Wessels without the Contractor's consent.
- 15.2 Claims from the Contractor against V&SH may not be transferred, unless with the written consent of V&SH.
- 15.3 V&SH may always offset what it owes or will owe to the Contractor with what the Contractor and/or companies affiliated with the Contractor owes or will owe to the V&SH group, regardless of whether such amounts are due and payable or subject to a condition or time limit. The Contractor may only offset amounts with the written consent of V&SH.

## **16. Confidentiality/Intellectual Property**

- 16.1 Without the prior written consent of V&SH, the Contractor and the Hired Personnel will not be allowed to disclose and/or share with third parties any information, the confidential nature of which must be deemed known to the Hired Personnel and/or the Contractor, including but not limited to data regarding the General Conditions, the Framework Agreement, the Subagreement or the Project Agreement, the Work, materials, design, all data of customers of V&SH, equipment and/or services to be provided, or the purpose for which these are intended.
- 16.2 The Contractor and the Hired Personnel undertake to transfer and provide all data of V&SH, its (former) customers and other relations in the possession of the Contractor and/or the Hired Personnel to V&SH on expiry of the hiring period.
- 16.3 The Contractor, its personnel and the Hired Personnel will keep confidential all information they learn from the systems in which they work, and will not disclose such information or share it with third parties.
- 16.4 All design data, designs, drawings and other documents V&SH provides to the Contractor and/or the Hired Personnel are confidential and shall not be used for any purpose other than the proper performance of the Work by the Hired Personnel, without the prior written consent of V&SH.
- 16.5 If the Contractor violates the provisions of this article, it will forfeit an immediately payable penalty of EUR 50,000.

## **17. Insurance**

- 17.1 The Contractor shall take out and maintain at least the following insurance in connection with the performance of the Work, with insurers and on terms satisfactory to V&SH. The insurance provisions of this article do not affect the Contractor's responsibility.
  - \* Employee and employer insurance schemes or similar statutory social insurance, in accordance with applicable legal requirements;
  - \* Third party insurance with a coverage of at least EUR 2,500,000 per event involving death, injury and property damage.
- 17.2 If required by V&SH, the Contractor shall have its insurer(s) issue an insurance certificate stating the type of insurance and the amounts covered, as well as the insured period of each policy, plus a statement that no insurance policy will be terminated or changed significantly during the performance of the Work without at least 30 days' prior written notice to V&SH.
- 17.3 The applicable insurance coverage must remain in effect, to the satisfaction of V&SH, throughout the period in which the Work is performed, until the Subagreement and/or the Project Agreement is terminated.
- 17.4 In addition to the provisions of this article "Insurance", it is the Contractor's responsibility to take out liability insurance

coverage. If the Contractor is at any time negligent or refuses to take out any required insurance, or if an insurance policy is terminated, then V&SH will be entitled to take out such insurance itself. The price to be paid by V&SH under the agreement or Subagreement will in that event be reduced by the costs incurred by V&SH in that respect.

## **18. Full or partial termination**

- 18.1 V&SH reserves the right to suspend performance of all or part of the agreement or, at its option, terminate all or part of the agreement with immediate effect, by written notice, without prior notice of default, warning or judicial intervention being required, while retaining all its rights to reimbursement of costs, compensation and interest, if:
  - a. bankruptcy or a suspension of payments is applied for, by or with respect to the Contractor;
  - b. the Contractor ceases its business operations or transfers control over those operations to a third party, unless the party to which it transfers makes plausible that this will not adversely affect the performance of this agreement;
  - c. the Contractor is placed under guardianship;
  - d. an attachment levied interferes with the agreed performance of the Contractor;
  - e. personnel falling under V&SH or V&SH's principal is given or offered any gift or promise that is unacceptable to V&SH;
  - f. V&SH's principal withdraws the assignment granted to V&SH based on which the latter has granted the assignment to the Contractor;
  - g. the Contractor does not, not timely or not properly fulfil any obligation arising from or otherwise related to the agreement, or if it is found that perfect fulfilment will be impossible;
- 18.2 Such termination will be effected by written notice from V&SH to the Contractor, without notice of default or judicial intervention being required. After termination, settlement will be effected on the basis of work already performed and accepted, with deduction of any compensation to which V&SH is entitled in connection with the breach of contract.
- 18.3 In the event of the occurrence of the situation referred to in paragraph 18.1.f, V&SH will only owe the Contractor compensation if and to the extent that V&SH can claim compensation against V&SH's principal in respect of the work assigned to the Contractor.
- 18.4 Without prejudice to the provisions of the preceding paragraphs it applies that, if either party fails to fulfil its obligations in respect of this agreement after proper notice of default, the Contractor will be entitled to regard all or part of this agreement as being terminated, without judicial intervention being required. This will not affect the entitlement to compensation. In the event of termination or dissolution, V&SH will never be obliged to pay any form of compensation. The Contractor will be obliged to indemnify V&SH from any claims from third parties arising from or in relation to the termination or dissolution.

## **19. Miscellaneous, applicable law and competent court**

- 19.1 If one or more provisions of these General Conditions should appear invalid or is declared inoperative by a court, the remaining provisions will remain in full force.
- 19.2 All obligations between V&SH and the Contractor are governed exclusively by Dutch law.
- 19.3 All disputes between the parties arising from or otherwise related to any agreement and/or these General Conditions shall in the first instance be submitted exclusively to the competent Rotterdam District Court, unless V&SH prefers another competent court.