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GENERAL SECTION

1. General provisions and applicability

- 1.1 These purchase conditions apply to all enquiries, quotations, orders and Agreements by means of which 360KAS B.V. and its affiliated companies, hereinafter referred to as "360KAS", purchases goods, work and/or services from a third party or gives it an (or another) order, all in the broadest sense.
- 1.2 Any deviation from these general purchase conditions shall be valid only if expressly accepted in writing by 360KAS. In the event of deviation from one or more provisions in these purchase conditions, the other provisions shall remain in full force.
- 1.3 In the event a provision of these purchase conditions is void or annulled in whole or in part, then the other provisions shall remain in full force. 360KAS and the Contractor shall agree to replace the void or annulled provision with a provision which they would have agreed if they had known that the other provision was void or annulled.
- 1.4 Any other general terms and conditions are expressly rejected.
- 1.5 These purchase conditions also apply to further or additional Agreements and the obligations between 360KAS and the Contractor ensuing from them.
- 1.6 In these purchase conditions the following terms have the following meaning:
Contractor: every natural or legal person with whom 360KAS has contracted or wishes to contract an Agreement, or from whom 360KAS requests or receives quotations.
Order: the execution of works and/or services and/or delivery of goods which 360KAS has instructed in writing.
Agreement: the Agreement contracted between 360KAS and the Contractor after issuing the Order.
Main Agreement: the agreement whereby the Principal assigns the execution of works and/or services and/or the delivery of goods to 360KAS.
Principal: 360KAS's assigning principal.
Framework Agreement: the framework agreement that may exist between 360KAS and the Contractor.
Social Securities, income tax and other Labour Law related deductions such as national insurance premiums, employee insurance premiums and income-dependent contribution for the Dutch healthcare insurance act.

2. Quotations, orders, and the contracting, amendment and cancellation of Agreements

- 2.1 Requests for quotations shall not be binding on 360KAS but shall constitute an invitation to issue a quotation.
- 2.2 By issuing a quotation the Contractor undertakes vis-à-vis 360KAS to render the performance at a fixed total price, a fixed transfer price or a variant thereof within the term set for delivery. The quotation shall remain valid for at least sixty calendar days. 360KAS shall not reimburse costs arising from submitting a quotation.
- 2.3 The Order is subject to the technical and administrative provisions, as well as the drawings connected with the Order and these purchase conditions and, insofar as applicable, the provisions in the Framework Agreement made between the parties. In the event of inconsistencies, the provisions relating to the Order prevail over these purchase conditions and the provisions in the Framework Agreement prevail over these purchase conditions.
- 2.4 The Contractor is obliged to immediately notify 360KAS and to ask for clarification if the request for a quotation or the Order or the Agreement contains inconsistencies and/or errors and/or

- omissions, prior commencing the performance. Contractor's right to additional payment lapses in the event 360KAS have not been notified prior to commence.
- 2.5 An Agreement is only made subsequent to the issuing of an Order. If the Order is connected with a Main Agreement between 360KAS and the Principal, the Order is made subject to the condition precedent of approval of the Agreement by the Principal. If the Contractor commences the work without an Order from 360KAS, it does so at its own expense and risk.
- 2.6 After contracting the Agreement, 360KAS may unilaterally terminate the Agreement for convenience, as long as the Contractor has not yet commenced. In such a case 360KAS shall reimburse the Contractor's unavoidable and auditable costs insofar as these are reasonable and have been reported to 360KAS within one month from the date of termination. Further compensation is excluded. The termination option mentioned in this paragraph is without prejudice to 360KAS's other statutory or contractual options for (free of charge) dissolution or termination of the Agreement.
- 2.7 Contractors shall be jointly and severally liable for its entire execution and for the consequences ensuing from it if they have jointly accepted the Order.

3. Performance

- 3.1 The performance to be rendered by the Contractor shall, in addition to the requirements pursuant to law, common practice and reasonableness and fairness, include:
- the description and/or the specification provided by 360KAS;
 - 360KAS's reasonable expectations in respect of, its nature, quality and/or reliability, these purchase conditions and the description in the quotation;
 - the reasonable (statutory) requirements from the perspective of safety, health, welfare and the environment;
 - the requirements, workmanship and skills applicable to the relevant industry;
 - the timetable and/or the performance schedule issued or (tacitly) approved by 360KAS;
 - the requirement that materials and raw materials to be used satisfy the agreed quality and that tools and equipment used in the performance shall comply to the highest industry standards;
 - the requirement that the products and/or parts delivered can be delivered to 360KAS on reasonable terms during a period of 10 years after the last delivery.
 - the requirement that the persons to be engaged by the Contractor are suitable for their duties;
 - the requirement that the performance shall include all permit applications required for the performance of the Agreement;
 - the requirement that engineering and other preparatory work and/or development work to be performed in connection with carrying out the Agreement is included.
- 3.2 The Contractor shall not issue any (direct) offers or price quotations to 360KAS's Principal. This shall apply both to extensions and to changes in the work assigned to 360KAS.
- 3.3 Delivery shall take place Delivery Duty Paid (DDP, in accordance with the INCOTerms in force at the time of issuing the Order) at the location designated by 360KAS, unless agreed otherwise in writing. The Contractor is obliged to inform 360KAS in time, adequately and in writing if the delivery period shall be exceeded. Any partial deliveries shall require the prior written consent of 360KAS. The Contractor is obliged, if required by 360KAS, to provide a written production schedule or performance schedule and/or to cooperate with progress



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monitoring. The Contractor is obliged to cooperate if 360KAS wishes to accelerate the progress. Delivery shall be deemed to be completed only when the order has been delivered/completed in its entirety – in accordance with the requirements contracted in the Agreement – at the place designated by 360KAS.

4. Delivery periods

- 4.1 The agreed delivery periods in respect of all or part of the Contractor's performance shall be binding, meaning that in exceeding those terms the Contractor is in default without any notice being required.
- 4.2 The Contractor shall owe 360KAS Liquidated Damages, immediately due, equal to 0.5% of the total agreed Order amount for each calendar day by which the delivery periods are exceeded, to a maximum of 10% of the total Order amount agreed with the Contractor. The Liquidated Damages in no way prejudices 360KAS's right to legal compensation for damages.

5. Changes, additional work, reduced work

- 5.1 360KAS may require variations at any time to the scope, the nature of the work to be carried out, the services to be performed and/or the goods to be supplied.
- 5.2 Without prejudice to the provisions elsewhere in this article, additional work shall be reimbursed only:
- if the Contractor has set out in writing in a timely manner the need for a price increase as a consequence of the additions or changes to the work required by 360KAS, as agreed and;
 - if the Contractor has referred in writing in a timely manner to the magnitude of the tangible additional costs which are expected; and;
 - if, after taking note of the information under (a) and (b), 360KAS has issued a written instruction for the additional work; and;
 - if 360KAS has approved the additional work carried out; and;
 - if and insofar as the amount invoiced for the additional work does not exceed the amount referred to under (b).
- 5.3 A change in the nature and scope of the performance that may affect the agreed price and delivery periods for the performance shall not affect the other provisions of the Agreement.

6. Price

- 6.1 The agreed price shall be fixed, firm and binding. The price cannot therefore be increased as a result of changes in currency exchange rates, purchase prices, freight charges, import and/or export duties, excise duties, levies, taxes, raw materials or semi-finished products, wages, and other performances due by the Contractor to any third parties.
- 6.2 Unless agreed otherwise the price shall include:
- import duties, excise duties, levies and taxes (with the exception of turnover tax);
 - administrative charges and other levies or costs incurred due to permit applications;
 - fees for the use of intellectual and industrial property rights;
 - all costs related to, or ensuing from, the rendering of the agreed performance;
 - the costs of packing, transport, storage, insurance, premiums, installation and commissioning on site. This

provision shall also apply to the goods provided by 360KAS;

- all other costs which are at the Contractor's expense pursuant to the Agreement or these general purchase conditions;
- anything that may be required for the proper performance of the agreement, taking into account the prevailing standards, regulations and high standards, even if not expressly stated in the agreement.

7. Invoicing and payment

- 7.1 Unless otherwise agreed, invoices shall be submitted to 360KAS electronically.
- 7.2 Unless otherwise agreed in writing, the Contractor shall not invoice the amounts due by 360KAS until the date of delivery of the goods or the date of acceptance of the performance by 360KAS. If the invoice fulfils the requirements set by 360KAS pursuant to the Agreement or these general purchase conditions, 360KAS shall pay the invoice amount within sixty days of receipt of the invoice.
- 7.3 Approval or payment of an invoice shall not constitute acceptance and shall not release the Contractor from any obligation vis-à-vis 360KAS.
- 7.4 360KAS may suspend payment of invoices if the information to be submitted (periodically) by the Contractor to 360KAS for the performance of the Agreement and/or the agreed security for payment have not been received or are not received in the correct form. The same shall also apply if the documents referred to in paragraph 7.1 are missing or are not signed.
- 7.5 360KAS may offset any due amounts with amounts that 360KAS can claim from the Contractor. This provision shall also apply with respect to amounts due by the Contractor to a legal entity or company that is affiliated with 360KAS.
- 7.6 360KAS shall not accept invoices received more than six months after delivery of the goods or the date of acceptance of the performance by 360KAS. The Contractor's right to payment of the invoices shall lapse after that period.
- 7.7 In the event of advance payment and/or payment in instalments prior to delivery, 360KAS may demand a bank guarantee, to be provided in an acceptable format. This shall be at the Contractor's expense.
- 7.8 The Contractor's dated and numbered invoices shall include at least the following information, clearly and conveniently arranged. If such details are missing any payment obligation on 360KAS's part may be suspended.
- 360KAS contract number (purchase order number) and the Contractor's contract number relating to the work;
 - the name (legal or trade name) and address of 360KAS
 - and that of the Contractor;
 - the work and the location(s) where the work was performed, to which the invoice relates;
 - the time period and the performance to which the invoice relates;
 - the instalment number;
 - the name and the registration number of the social security administration agency with which the Contractor is affiliated;
 - the Contractor's tax number;
 - the VAT identification number under which the Contractor performed the delivery or service (in the event the Contractor is an enterprise);
 - the statement "reverse charge VAT" ("BTW verlegd") if applicable in respect of the Agreement and 360KAS VAT identification number.
 - the rate applied and the amount in turnover tax to be paid;



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- l. the Contractor's bank account number;
m. the labor charges;
n. the time sheets signed off by 360KAS.
- 7.9 Any interest due by 360KAS to the Contractor shall be singular and equal to the Euro Interbank Offered Rate (Euribor) plus a surcharge of 50 basis points. For the rate, the one-month percentage on the date on which the invoice is due is applicable. Compounded interest shall not be paid.
- 7.10 In the event of late payment or non-payment of an invoice by 360KAS on the basis of suspected substantive inaccuracy of the content of that invoice or of deficiency of the invoiced performance, the Contractor shall not be entitled to terminate or suspend its performance.
- 8. Obligation to provide information, inspection**
- 8.1 The Contractor is to notify 360KAS promptly and in writing of any circumstances that may affect or preclude performance of the Agreement. As a result of this information 360KAS may, if necessary, take all necessary and reasonable measures at the Contractor's expense, and/or demand amendment of the Agreement. 360KAS may in such event also annul or terminate the Agreement judicially or extra-judicially. The above shall also apply if 360KAS has reasonable expectation to suspect a similar situation.
- 8.2 360KAS shall be entitled – but not the obliged – to monitor the performance of the Agreement. 360KAS may take all possible measures that it considers reasonable for that purpose. For example, 360KAS shall have the right to require written monthly progress reports, and may audit the Contractor's working principles at sites where the work is performed in whole or in part (either alone or accompanied by experts).
- 9. Warranty**
- 9.1 Any defects in goods delivered, work performed and services rendered that have occurred before expiry of the warranty period are to be promptly remedied by the Contractor. Unless the Contractor proves that the defects were caused by improper use, the defective goods are to be replaced or repaired, at 360KAS discretion. If the defect becomes apparent in work, the work shall be performed again at the Contractor's expense.
- 9.2 If, during the statutory warranty period, the goods delivered or the results of the work performed perish in whole or in part or if they prove to be unfit for their intended purpose, shall, be deemed to be the result of a defect.
- 9.3 In the event that defects are discovered, the goods, parts of goods, results of work performed and/or services rendered in respect of which the defect has become apparent shall remain at 360KAS disposal until the cause of the defect has been established. It shall be preserved and stored in a manner and location to be determined by 360KAS. The Contractor shall bear all the expenses and risk in the event the goods, parts of goods are lost prior to determine the cause of the defect.
- 9.4 360KAS shall be entitled, in urgent cases if the Contractor remains in default or if the Contractor is unreachable, to carry out the replacement or repair (or to have it carried out) at the Contractor's expense, without a written notice.
- 9.5 It shall be at 360KAS sole discretion whether a case is urgent or whether the Contractor is unreachable.
- 9.6 As soon as the replacement or the repair is completed and accepted by 360KAS, a new warranty period equal to the original warranty period shall commence for that replacement or repair.
- 9.7 The warranty period shall commence upon written acceptance by 360KAS of the goods delivered, the work performed and/or the services rendered. If any goods are intended for incorporation by 360KAS in installations or systems, the warranty period shall commence at the time of completion by 360KAS of the installations or systems of which it forms part.
- 9.8 Without prejudice to the provisions elsewhere in this article, the Contractor shall with regard to the goods delivered by it and/or the work performed by it at all times give at least the same warranty period which 360KAS shall provide to its Principal. In any event, the warranty period shall be granted for a minimum of 2 years. The warranty provided by the Contractor shall be granted without prejudice to the statutory rights of 360KAS arising from non-conformity and/or hidden defects. The Contractor has the right to request a warranty on a back-to-back basis to 360KAS.
- 10. Default, termination, suspension**
- 10.1 In the event of imminent lawful misconduct or imminent default on the fulfilment of the Contractor's obligations, 360KAS may unilaterally terminate the Agreement in whole or in part without any notice of default or judicial intervention by means of written notice to the Contractor and/or to suspend payment obligations and/or to instruct the performance of the Agreement to third parties in whole or in part, without 360KAS being bound to pay any compensation, without prejudice to any further rights 360KAS is entitled to, including 360KAS right to full compensation. In the event the order is issued to a third party, the Contractor shall immediately provide all cooperation which can reasonably be expected given the circumstances.
- 10.2 In the event of imminent lawful misconduct or imminent default on the fulfilment of the Contractor's obligations, 360KAS may, without being obliged to pay compensation to the Contractor, suspend the performance of the Agreement in whole or in part and/or oblige the Contractor to suspend the performance of the Agreement for the duration of a period to be determined by 360KAS.
- 10.3 With the exception of the cases referred to in paragraph 10.2 of this article 360KAS may at all times suspend performance of all or part of the Agreement and require that the Contractor interrupt performance of the agreement for a term to be determined by 360KAS if, in 360KAS reasonable opinion, there is fair reason to do so. 360KAS shall compensate any damage, insofar as it consists of direct costs auditable incurred by the Contractor, insofar as these are reasonable, and insofar 360KAS receives compensation from her Employer. This does not apply in the case of force majeure on the part of 360KAS.
- 10.4 The Contractor is obliged to mitigate any damage ensuing from the suspension or interruption by taking necessary measures to the conceivable extend.
- 11. Termination of the Agreement**
- 11.1 Without prejudice to any other provisions governing (early) termination and without prejudice to its legal options in respect of dissolution or termination of the Agreement, 360KAS may annul the Agreement judicially or extra-judicially and immediately (without any further notice of default) in the following cases:
- a. if the Contractor or the party that has provided a guarantee or security for performance of the Contractor's obligations, files for a provisional moratorium on payment of debts. The foregoing shall also apply if the Contractor is declared bankrupt, enters into voluntary or involuntary liquidation, discontinues its business activities, adopts a resolution to



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- discontinue and wind up its business, or files for bankruptcy or a moratorium on payment of its debts;
- b. if there are changes in respect of the Contractor's shareholders, insofar as 360KAS is of the
 - c. reasonable opinion that they entail a considerable increase in the risk;
 - d. in the event of attachment against the Contractor, or in the event of threatening attachment or other legal action in respect of the Contractor's assets;
 - e. if the Main Agreement between 360KAS and the Principal is terminated or suspended in whole or in part.
- 11.2 In addition to the cases specifically provided for in the Agreement, 360KAS may annul the Agreement early, judicially or extra-judicially, after it has begun to be performed, against compensation of all performances already rendered by the Contractor and accepted by 360KAS, increased by a reasonable compensation. That compensation shall be a maximum of 10% of the remaining agreed price, to cover damage suffered and costs incurred by the Contractor as a result of non-completion of the Agreement.
- 11.3 This shall at all times be limited to a maximum of the value of the order/contract price plus any additional work or minus any cancelled work. 360KAS shall give reasons for any such extra-judicial dissolution.
- 12. Intellectual and industrial property rights, rights to drawings, etc.**
- 12.1 The Contractor warrants that the performance and normal use of the performance rendered in the broadest sense shall not infringe any patent, copyright, trademark right or other absolute rights of any third party. The Contractor indemnifies and hold harmless 360KAS in respect of any such claims and any proceeding expenses in case of such claims.
- 12.2 All drawings, models, specifications, required materials, calculations and other documents or other data carriers and software (including copies) made or used by 360KAS or the Contractor are or shall become the property of 360KAS upon creation. It shall be individualized immediately for this purpose and provided with clear distinguishing marks and/or shall be provided to 360KAS free of charge immediately upon request.
- 12.3 The Contractor warrants that goods used, to be delivered or delivered by it under the Agreement do not infringe any intellectual property rights of third parties. The Contractor indemnifies and hold harmless 360KAS against any and all claims of third parties based on any (alleged) infringement of such rights and shall compensate 360KAS for any damage suffered as a result.
- 12.4 The Contractor shall grant 360KAS a worldwide, exclusive and irrevocable license with the right to grant sub licenses, to any intellectual property rights related to the goods created by the Contractor if the transfer referred to in paragraph 12.2 is not (yet) possible in accordance with the law. The relevant license fee is included in the contract price. If so required, 360KAS may enter the license (or to have it entered) in the relevant registers, for which the Contractor shall provide the necessary cooperation. In the event a deed should be required or advisable for the transfer of the intellectual property rights as referred to in paragraph 12.2 or the granting of a license referred to in this paragraph, the Contractor shall cooperate without reservation in having such deed.
- 12.5 The Contractor shall notify 360KAS immediately if third parties infringe (or if there is a threat that third parties shall infringe) 360KAS intellectual property rights.
- 12.6 The Contractor shall return to 360KAS all goods and documents referred to in line one of paragraph 12.2
- immediately at 360KAS request, free of charge and segregated per Order within two weeks of receiving such a request.
- 13. Engineering documents**
- 13.1 Approvals, remarks on drawings and/or comments at cover sheets and engineering documents do not relieve the Contractor from his responsibility to meet the requirements set out in the purchase order and/or in the contract. This clause covers the design, engineering, manufacturing, testing and delivery of the supplied materials/ services from 360KAS. It is the Contractor's liability to ensure conformity to the highest and up-to-date applicable standards of engineering, design, and workmanship at the time the contract is awarded. The Purchaser shall be granted the power to reject any work and/or material, which in his judgment, does not comply with the requirements and/or applicable standards.
- 13.2 The Contractor shall report any defect and/or deviation in the drawings to the Client before starting the construction work. Where no defect or deviation is reported, the Purchaser shall be granted the power to reject any work and/or material which, in his judgment, is not in full compliance with the applicable requirements and/or standards. In case of extra costs resulting from the rejection, they will be charged to the Contractor.
- 14. Confidentiality / non-competition**
- 14.1 The Contractor shall keep secret, treat in confidence and refrain from disclosing the existence and the content of the request for a quotation, the quotation and/or Agreement and shall use them solely in order to carry out 360KAS order(s). This provision shall also apply in respect of all knowhow, data, information, drawings, and so forth that are provided to the Contractor in any form whatsoever or that are created by the Contractor in the context of performing the Agreement. The Contractor shall impose the same confidentiality obligation in writing on any third parties engaged by it in the performance of the agreement and cause any such third parties to sign the confidentiality undertakings provided by 360KAS. All information referred to in this article shall be returned in full to 360KAS immediately upon request and free of charge.
- 14.2 The Contractor shall refrain from making (price) quotations to third parties for works performed or offered by 360KAS.
- 14.3 The Contractor is not permitted to give any form of publicity to the performance of the Agreement without 360KAS prior written consent. This provision shall also apply in respect of knowhow, data, information, drawings, and so forth in any form whatsoever. None of the foregoing may be used (or permitted to be used) or copied for any other purposes, except in connection with carrying out 360KAS order(s) or in order to maintain direct or indirect contact with 360KAS instructing principal(s).
- 15. Waiver of rights**
- 15.1 Any delay or failure to demand strict compliance with any contractual or non-contractual obligations or to exercise any right shall not preclude 360KAS from exercising its rights. Waiver of rights is valid only in case confirmed by 360KAS in writing.
- 15.2 Approval, acceptance or consent provided by 360KAS, as referred to in these general purchase conditions, never waive 360KAS rights and does not release the Contractor from its obligations under the Agreement.



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16. Liability and compensation of damage

- 16.1 The Contractor is liable for and shall indemnify and hold harmless 360KAS against any claim of damage which is the result of non-fulfilment, late fulfilment or improper fulfilment of the Agreement by the Contractor or of the breach by the Contractor of any other contractual or extra-contractual obligation with regard to 360KAS or third parties. For the avoidance of doubt, 'third party' also includes personnel of 360KAS or third parties engaged directly or indirectly by 360KAS or their personnel. 360KAS administration shall serve as full evidence of the damage suffered by it contrary to the evidence provided by the Contractor.
- 16.2 360KAS is entitled, but is not obliged, to reimburse (or have reimbursed) all damage and/or rectify (or have rectified) all damage attributable to the Contractor directly and at the Contractor's expense and risk. The costs of this shall immediately be reimbursed to 360KAS by the Contractor, possibly increased by proceeding costs and legal assistance costs paid or due by 360KAS, and can be deducted from the contract price by 360KAS or be off-set against amounts due to the Contractor.
- 16.3 In the event it can be proved by the Contractor that 360KAS is in defaults and/or acts unlawfully with regard to the Contractor or is obliged to pay compensation to the Contractor for other reasons, 360KAS is liable only for compensation of the damage suffered and/or to be suffered by the harmed party subject to the provisions elsewhere in this article.
- 16.4 360KAS liability for consequential and indirect damage is excluded. This includes in any case lost profit and lost savings.
- 16.5 Without prejudice to the provisions elsewhere in these general terms, 360KAS liability is at all times limited to € 1,500,000 per incident, with a maximum of € 3,000,000 for the entire duration of the Agreement.
- 16.6 360KAS liability is limited to a maximum of the net amount reimbursed by 360KAS insurer(s) if 360KAS cannot invoke the provisions of paragraph 15.5 of this article.
- 16.7 The Contractor may claim compensation of its damage in the event of default and/or unlawful act by 360KAS in the event the Contractor has given 360KAS written notice of default and 360KAS has not correct and/or rectify the unlawful situation within the notification period.
- 16.8 Defects in performance delivered by 360KAS shall be notified by the Contractor to 360KAS in writing within two months of when the relevant defect was perceived or reasonably could have been perceived. 360KAS is entitled to disregard notifications that are reported within two months.
- 16.9 The limitations of 360KAS liability included in this article do not apply to 360KAS liability for damages relating to personal injury or death.
- 16.10 Paragraph 15.9 of this article does not apply to agreements and statutory corporation to which the law of the United States of America or Canada applies.

17. Assignment, third parties

- 17.1 The Contractor may not assign, pledge, or transfer title of the Agreement, any part thereof or rights or claims arising from the Agreement to third parties without 360KAS written consent. 360KAS shall not unreasonably withhold its consent and is entitled to stipulate specific conditions to this consent.
- 17.2 The Contractor shall represent and bear liability for subcontractors and/or other third parties who have been contracted by Contractor. The Contractor warrants that subcontractors and third parties shall comply with these general purchase conditions, and with all other applicable regulations,

legislation and standards in connection with the performance. The Contractor warrants that 360KAS can also exercise its powers arising from them vis-à-vis such sub-contractors and third parties.

- 17.3 None of the provisions in these general purchase conditions can be deemed to have been agreed for the benefit of third parties, unless explicit agreed.

18. Insurance

- 18.1 The Contractor is obliged to take out insurance which is satisfactory to 360KAS, with a minimum cover of € 2,500,000 per event or, for design and construction work, € 10,000,000 per event, and a maximum excess of € 2,500 to cover its liability and to at all times pay the premium in time, whereby in the event of failure to do so 360KAS may annul the Agreement without prejudice to 360KAS other rights, including the right to take out the relevant insurance itself and to recover the related costs from the Contractor.
- 18.2 The Contractor is obliged to take out primary insurance which is satisfactory to 360KAS to cover the construction risk on an All Risk basis (CAR/EAR insurance), to cover the categories (a) damage to the work effected by the contractor up to the value of that work and (b) damage to property of 360KAS, or its Principal, to a minimum of € 2,500,000 and (c) damage to tools, sheds, warehouses, etc. to a minimum of € 50,000 with a maximum excess of € 1,250 per category.
- 18.3 360KAS may require the Contractor to include 360KAS including it client as co-insured in the Contractor's insurance policy (or policies), and as beneficiary with simultaneous waiver by the insurers of the right of recourse, and that the insurers have the right to directly compensate 360KAS and/or third parties designated by it. On the request of 360KAS the Contractor is obliged to submit a copy of the insurance policy (or policies) and proof of payment of the insurance premiums.
- 18.4 The provisions elsewhere in this article are without prejudice to 360KAS right to set additional requirements of the Contractor relating to insurance, if its justified interests give rise to such.

19. Fair business practices, anti-bribery and anti-money laundering

- 19.1 The Contractor shall carry out its business activities in an honest, ethical and lawful manner, in accordance with generally accepted codes of conduct, and shall avoid unacceptable activities, including acceptance of or acquiescing in extortion, bribery, use of child labor, breach of human rights or imposing unreasonable working conditions.
- 19.2 The Contractor acknowledges that it is familiar with and shall comply with the anti-bribery and anti-money laundering legislation in all countries where it has establishments or offices, and in which it does business, and that it has implemented internal policy rules relating to sound business conduct. The Contractor confirms that it shall not carry out or permit any actions which would lead to 360KAS breaching any applicable anti bribery or anti-money laundering regulations.
- 19.3 The Contractor warrants to 360KAS that the Contractor and its employees, agents, representatives, affiliated businesses and persons who are in the employ of or act on behalf of the Contractor, have not committed acts of bribery or attempted bribery prior to the date of the Agreement (for example, but not exclusively: making an offer of any form of payment, gift or other form of encouragement, inducement, remuneration or benefit, whether in the form of money or in the form of items of value) vis-à-vis 360KAS or its employees, agents, representatives, affiliated businesses or persons in the employ



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of or acting on behalf of 360KAS, public or government officers or government employees, public international organizations, political parties, individuals or other entities, with a view to securing and/or obtaining or retaining business transactions with 360KAS, whether in connection with the Agreement or otherwise.

19.4 The Contractor warrants that performance of the Agreement shall not result in any breach of any treaty or legislative provision in the area of export control, prohibitions or restrictions or in the area of international sanctions in this respect and states that the business run by the Contractor at all times complies with and shall continue to comply with the relevant regulations.

19.5 The Contractor shall indemnify and hold 360KAS harmless against all claims, costs, expenditure, damages, demands, legal actions and damages (including direct, indirect or consequential damage, lost profit, reputational damage and all interest, fines, legal assistance and other costs and expenditure) suffered or incurred by 360KAS, which ensue from or are connected with a breach of this article, regardless of whether the Agreement has ended.

20. Applicable law, competent court

20.1 These general purchase conditions, and the Agreement(s) concluded with the Contractor, are governed by the laws of the Netherlands. The 1980 Vienna Sales Convention (CISG) is not applicable.

20.2 All disputes (including disputes that are deemed as such by only one of the parties) that arise between parties as a result of the Agreement or Agreements that ensue from it shall be resolved by the competent court in Rotterdam, the Netherlands, in the English or Dutch language, or, at the discretion of 360KAS by arbitration in accordance with the Regulations of the Netherlands Arbitration Institute (NAI). If there is a dispute, 360KAS shall express its preference within four weeks after the Contractor has requested it to do so.



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SUPPLEMENTARY CONDITIONS OF PURCHASE OF 360KAS CONCERNING THE PURCHASE OF GOODS

21. Applicability

21.1 These supplementary conditions apply to each Agreement entered into by 360KAS with respect to the purchase of Goods. In the event of discrepancies between the provisions in these supplementary conditions and the provisions in Articles 1 up to and including 20 of the Conditions, the provisions in these supplementary conditions shall prevail.

22. Quality and description of the goods to be supplied

- 22.1 The goods to be supplied:
- shall be in accordance with the provisions contained in the agreement in respect of quantity, description and quality;
 - shall adhere and comply in all regards with the applicable specifications;
 - shall be accompanied by the necessary instructions to 360KAS or its staff to enable it independently to use the goods supplied;
 - shall be created from sound, new materials and in accordance with high standards;
 - shall be fit for the purpose for which they are intended;
 - shall be manufactured from parts and raw materials the origin of which can be traced;
 - shall not contain any asbestos or other carcinogenic substances, or otherwise be hazardous to health and environment;
 - shall be accompanied by the required documents, such as packing lists, (warranty or quality) certificates, attestations, drawings, instruction manuals, spare parts lists and maintenance instructions;
 - shall be in compliance in all regards with all the applicable statutory requirements, regulations and European directives (such as CE and EMC marking and the REACH directive) in respect of design, composition and quality; shall bear a type, serial and hardware number and an indication of the country of origin by means of an adequate identifying mark from the manufacturer or importer. If that is not possible, the delivery's packaging shall bear such identifying marks;
 - shall be accompanied by invoices in duplicate addressed to 360KAS, in addition to the date, invoice number and order number and statutory information, shall also state the name of the manufacturer and the importer, as well as the type, serial and device number.

23. Inspection and testing

- 23.1 Prior to the Delivery or Completion and during or after the Delivery or Completion, 360KAS is entitled to inspect, verify and/or test the Goods or have them inspected, verified and/or tested by persons designated by 360KAS or by agencies according to a testing protocol provided or approved by 360KAS. The Contractor shall grant 360KAS access to the locations where the Goods are labelled, produced and/or stored, shall cooperate with the desired inspections, verifications and tests, and shall provide the necessary documentation and information at its own cost.
- 23.2 When, on making an initial general observation, 360KAS assesses that the Goods meet the Agreement and 360KAS accepts possession of the Goods, then Delivery has taken place. The Delivery does not release the Contractor from any

liability or from other obligations, including the obligation to comply.

23.3 If during inspection, verification and/or testing prior to, during or after the Delivery or Completion, the Goods are entirely or partially rejected, 360KAS shall report this (have it reported) to the Contractor immediately.

23.4 Should the Goods be rejected during or after the Delivery or Completion, the title to the Goods shall be deemed not to have been transferred to 360KAS and the ownership and the risk shall be considered to have remained with the Contractor, and 360KAS to have kept the Goods in safekeeping for him. (Further) examination, verification, inspection and/or testing as referred to in this article or the omission to do so cannot be regarded as proof of Delivery or Completion, taking possession, acceptance or the transfer of risk and it leaves all rights and claims of 360KAS unimpaired.

23.5 The costs of the (further) inspection, (further) verification and/or (further) testing shall be borne by the Contractor.

24. Packaging, transport, storage, installation

24.1 The Contractor is responsible for adequate packaging of the goods and shall not harm the environment. The Contractor shall take the mode(s) of transport into account and shall observe the applicable legislation and regulations of the country of final destination.

24.2 The Goods should be packaged soundly and securely and should be marked in accordance with the regulations of 360KAS so that, using normal transport, they reach their destination in good condition.

24.3 The Contractor is liable for damage caused by unsound or insecure packaging. All packaging (except for returnable packaging) becomes the property of 360KAS on delivery. Returnable packaging should be clearly marked as such by the Contractor.

24.4 Returnable packaging shall be shipped back at the cost and risk of the Contractor to a destination that he provides. The Contractor should take waste material and packaging material with him after the Delivery and/or Completion at his own cost.

24.5 360KAS always has the right to return the (transport) packaging materials to the Contractor at the Contractor's cost. Processing or destroying (transport) packaging materials is the responsibility of the Contractor. If, at the request of the Contractor, packaging materials are processed or destroyed, this is done at the cost and risk of the Contractor.

24.6 If (transport) packaging materials contain fibrous materials (for the applicability of this article, this includes asbestos), then the (transport) packaging materials with processed fibrous materials should have the prior written approval of 360KAS. Approval can only be obtained after a complete, written specification of such fibrous material is provided to 360KAS and it appears from this specification that the products do not contain any fibrous materials as stipulated in categories I and II of the chapter concerning regulations for working with carcinogenic substances and processes of the current Working Conditions Decree (Arbeidsomstandighedenbesluit). The aforementioned specification shall therefore contain at least the chemical composition and the physical and mechanical characteristics. The specification should be such that it allows not only the technical suitability of such fibrous material in relation to its use to be assessed, but also the environmental and health risks involved. 360KAS is entitled to attach conditions to its approval



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25. Delivery of Goods and Transfer of Title

- 25.1 360KAS obtains ownership of the Goods and all components belonging to the Goods at the moment of Delivery of the Goods. Inasmuch as the law requires, the Contractor shall have a deed drafted to confirm the transfer of title and otherwise fulfil the formalities necessary for the transfer of title. The Contractor herewith grants 360KAS an irrevocable authority to sign the aforementioned deed on behalf of the Contractor. In this case, the Contractor should store, secure, conserve and sufficiently insure and keep insured the Goods for 360KAS up until the execution of the deed.
- 25.2 At its first request, the Contractor shall enable 360KAS to enter the sites and/or buildings so that 360KAS can confirm the Contractor's compliance with his obligations and so that 360KAS can remove (or have removed) the Goods if 360KAS considers that advisable.
- 25.3 The definition of the term 'Delivery of the Goods' includes the delivery of all tools as referred to in Article 8 and all corresponding documentation, such as drawings, quality certificates, inspection certificates and certificates of guarantee. The definition of Delivery also includes each partial delivery of Goods.
- 25.4 If the Goods go missing before the full Delivery takes place in accordance with the Agreement, then the Contractor is obliged to deliver replacement Goods without 360KAS owing any costs or damages.
- 25.5 If the Agreement does not contain a period or date of Delivery, then a reasonable period of implementation shall apply that will amount to no more than 30 (thirty) workdays, commencing from the moment that the Agreement is concluded.
- 25.6 If, for whatever reason, 360KAS is not able to take delivery of Goods that are ready for Delivery at the agreed time, then, until the time that 360KAS is able to receive delivery of the Goods, the Contractor shall:
- mark the Goods recognizably as the property of 360KAS;
 - thus separately keep them in his possession and protect them,
 - take all measures that are necessary to prevent a decrease in their quality.
- The Contractor is entitled to a reasonable payment to be determined in consultation.
- 25.7 Except in so far as otherwise is expressly agreed in writing, the Contractor is not entitled to deliver in instalments.
- 25.8 As soon as the Contractor knows or can reasonably be expected to know that the full Delivery of the Goods cannot take place, cannot take place within the agreed delivery period or date, or cannot take place properly, then the Contractor is required to inform 360KAS of this immediately in writing, thereby providing specific reasons for this. Without prejudice to the rights to which 360KAS is entitled, the parties shall in such a case immediately discuss whether and, if so, in what way the situation that has arisen can still be organized to the satisfaction of 360KAS.
- 25.9 If the Goods to be delivered contain substances that are or could be dangerous for humans and/or the environment, then the Contractor should make the necessary information about the composition and characteristics of these substances available to 360KAS and to ensure that there is sound and, in all cases, safe packaging. If the Goods to be delivered contain fibrous materials (for the applicability of this article, this includes asbestos), then the prior written approval of 360KAS is required to deliver such Goods. 360KAS is entitled to attach conditions to its approval.
- 25.10 In so far as a Completion pertains to Goods as well, the previous provisions fully apply to the Completion.

26. Liability of and indemnification by the Contractor

- 26.1 The Contractor is liable for compensation of any costs and damage - including damage due to personal injury and financial loss – caused by a defect in the goods supplied and/or the equipment or materials used in the performance. This provision shall also apply if the damage or costs were caused by any imprudent act on the part of the Contractor, its subordinates or third parties engaged in the performance of the Agreement.
- 26.2 The Contractor shall fully indemnify 360KAS and/or its Principal against the liability referred to in paragraph 24.1.

SUPPLEMENTARY CONDITIONS OF PURCHASE OF 360KAS CONCERNING THE PURCHASE OF SERVICES

27. Applicability

- 27.1 These supplementary conditions apply to each Agreement entered into by 360KAS with respect to the performance of Services. In the event of discrepancies between the provisions in these supplementary conditions and the provisions in Articles 1 up to and including 20 of the Conditions, the provisions in these supplementary conditions shall prevail.

28. Commission

- 28.1 Services are performed on the basis of a 'commission' (contract) in the sense of Chapter 1, Title 7, Book 7 of the Dutch Civil Code, which provisions apply to the Agreement, unless stated otherwise in the Agreement or the Conditions. In any case, the parties exclude the applicability of Articles 7:402, paragraph 2; 7:406; 7: 408, paragraph 2 and 7:411 of the Civil Code.
- 28.2 The Contractor indemnifies 360KAS with respect to any 'employee claims' lodged against 360KAS – in the broadest sense of the word – in the context of (the performance of) Services by natural persons called in by the Contractor.

29. Performance of Services and Completion

- 29.1 The Contractor shall perform the Services within the period established in the Agreement and at the agreed location and, should the case arise, comply with the reasonable (work) instructions of 360KAS.
- 29.2 At the first request, the Contractor shall always give 360KAS the opportunity to inspect and verify the (progress of the) Services (or have them inspected and verified).
- 29.3 Actual performance of the Services by the Contractor and/or the actions linked to them (such as the signing of time sheets) does not in itself constitute approval of the Services by 360KAS. 360KAS always reserves the right to inspect and verify the Services after they have actually been performed and potentially to reject the Services or otherwise, if the case arises, to invoke its rights ensuing from the Agreement.

30. Remuneration and Payment

- 30.1 The remuneration for the Services, as mentioned in the Agreement, is all-included, which means that it encompasses all direct and/or indirect costs, e.g. travel and accommodation expenses and (import) levies/taxes that are incurred by the Contractor in connection with the Services. The remuneration always excludes VAT.



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- a. In addition to the provision in Article 10, 360KAS is only required to pay amounts invoiced by the Contractor:
- b. If the invoice is properly itemized, which is to say it states at least the nature, time and amount of the Services performed,
- c. And after the services performed have been inspected and/or verified and 360KAS has established that the Services have been performed to its satisfaction.



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SUPPLEMENTARY CONDITIONS OF PURCHASE OF 360KAS CONCERNING THE CONTRACTING OF WORK AND PROJECTS

31. Applicability

31.1 These conditions additionally apply to each Agreement entered into by 360KAS concerning the contracting of work as referred to in Article 7:750 of the Dutch Civil Code, as well as to the execution of prior-defined projects in which a completion is involved. In the case of discrepancies between the provisions in these supplementary conditions and provisions in Articles 1 up to and including 20 of the Conditions, the provisions in these supplementary conditions shall prevail.

31.2 These conditions additionally apply to each Agreement entered into by 360KAS concerning the contracting of work as referred to in Article 7:750 of the Dutch Civil Code, as well as to the execution of prior-defined projects in which a Completion is involved. In the case of discrepancies between the provisions in these supplementary conditions and provisions in Articles 1 up to and including 25 of the Conditions, the provisions in these supplementary conditions shall prevail.

32. UAV – 2012

32.1 The Uniform Administrative Conditions (Uniforme Administratieve Voorwaarden) for construction projects and technical installation projects for 2012 (UAV- 2012) or comparable conditions apply only if and in so far as the Agreement expressly refers to them.

33. Subcontractors

33.1 The Contractor should obtain the prior written approval of 360KAS for subcontractors he plans to hire in to work on the Performance.

33.2 360KAS is always authorized to withdraw its approval with regard to subcontractors if it thinks that they are unable to perform the work or a part of the work in accordance with the provisions in the Agreement.

33.3 The aforementioned approval and authority to withdraw this approval does not impair the liability of the Contractor for proper compliance with the Agreement.

33.4 The Contractor should sufficiently inform himself of the circumstances on the site or in the building on which/in which the activities are being performed and should ensure that his subcontractors are informed about these circumstances on time.

34. Management and Oversight

34.1 The Contractor indemnifies 360KAS against any employee claims, in the broadest sense of the word, that are lodged against 360KAS by or on behalf of personnel that are called in by the Contractor in the context of (implementing) the Agreement. If 360KAS invokes its rights as referred to in Article 10.4, this does not impair the indemnification referred to in Article C.4.

35. Facilities of 360KAS

35.1 Prior to the commencement of the activities, the Contractor should hold consultation to ascertain the extent to which his personnel are allowed to use storage areas, workplaces, bathrooms, washrooms and dressing rooms, toilets, as well as a canteen of 360KAS and, if this is possible, he should obtain written permission from 360KAS for this. If the Contractor must

himself provide the necessary building and storage sheds, then 360KAS shall decide where they should be erected.

35.2 Every use by the Contractor or by third parties he hires in or by third parties who have permission from the Contractor of scaffolding, tools, lifting devices, etc., whether or not they or he owns them, is done under the responsibility and at the risk of the Contractor.

36. Management by Third Party/Parties

36.1 360KAS is always authorized, if circumstances give it good reason to do so, to give a third party the responsibility of managing the work. Calling in this third party shall occur in consultation with the Contractor and does not impair the liability of the Contractor for proper compliance with the Agreement.

37. Collaboration with Third Parties

37.1 360KAS is continually entitled to instruct third parties to perform activities on or in close proximity to the place at which the Contractor is performing his activities. The Contractor is required to grant access to the site to the aforementioned third parties. If the Contractor must collaborate with third parties, 360KAS shall coordinate the activities so that there are as few impediments for those involved as possible. The performance of activities that could impede third parties should be discussed with 360KAS in advance. The coordination by 360KAS in no way releases the Contractor from his compliance obligation(s).

38. Obligations of the Contractor

38.1 In addition to the provision given in Article 25, the Contractor indemnifies 360KAS from all financial consequences that have any connection with the violation of Article 7:754 and Article 7:760 of the Dutch Civil Code.

39. CAR-insurance of the Contractor

39.1 In addition to the provision given in Article 18, the work, the Performance and/or the implementation of the Agreement should be insured and remain insured under the (continuous) Contractors' All-Risk Insurance Policy (CAR-insurance) of the Contractor. Before the implementation of the Agreement commences, the Contractor shall provide 360KAS with a (relevant extract of a) copy of the insurance/policy in question. The Contractor shall inform 360KAS on time about every planned change in the CAR-insurance that could have an adverse effect on 360KAS.

40. Cables and Pipes

40.1 Before the implementation of the Agreement commences, the Contractor should inform himself of all relevant facts and circumstances – including the location of cables and pipes – on the site and/or in the buildings where work shall be carried out.

40.2 At his own cost and risk and in consultation with both the competent administrative bodies and the operators and license holders of the cables and pipes, the Contractor shall take all measures – including moving cables and pipes and obtaining the required public-law and private-law cooperation and approval(s) – that are necessary to carry out the work uninterrupted. The Contractor shall ensure that the necessary reports are made on time to the Cable and Pipes Information



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Centre (Kabel- en Leidingen informatie Centrum or KLIC) in the region where the work is being carried out.

41. Information, Drawings and Other Data

- 41.1 Designs, drawings, models, specifications, instructions, regulations and suchlike that are made available by 360KAS to the Contractor for the implementation of the Agreement are a part of the Agreement.
- 41.2 The Contractor should submit the drawings he is to provide concerning the set-up and important components of the Performance at the agreed time to 360KAS for its approval or, in any case, in time enough to allow for any changes considered necessary to be made without extending the delivery time. Approval of the drawings, as well as the omission of any comments about them, leaves intact the responsibility of the Contractor to ensure proper compliance with the Agreement. The Contractor should also provide all drawings and other data that, in the view of 360KAS, could be useful for the Contractor or for third parties involved in the project, or that are necessary for the technical assessment, for applying for permits or for the projection of corresponding installations.
- 41.3 At least seven workdays before the start of his activities, the Contractor shall provide an exhaustive written list of what relevant information and/or data (other than what has been mentioned previously) that the Contractor wishes to receive from 360KAS with respect to the implementation of the Agreement.
- 41.4 If the Contractor – for whatever reason – fails to comply with the provisions in the aforementioned paragraphs of this article, he will in any case not be able to lodge an appeal and/or put forward a defense based on 360KAS violating any obligation to provide information.
- 41.5 The Contractor shall provide, on time and digitally (in searchable pdf), the data concerning the Performance that 360KAS considers necessary for an optimal operation and an optimal maintenance of the Performance.
- 41.6 Two months for the start of the acceptance procedure for the Completion, all user's and maintenance instructions must be in 360KAS's possession in triplicate and written in the Dutch language.
- 41.7 360KAS is entitled to give (work) instructions that should be followed by the Contractor.

42. The Contract Price

- 42.1 The contract price given in the Agreement is all-included and therefore encompasses all direct and/or indirect costs, such as travel and accommodation expenses, that are incurred by the Contractor in connection with the Performance and/or the materials. The contract price always excludes VAT.
- 42.2 The contract price is fixed, unless the Agreement mentions the circumstances that could lead to an adjustment of the contract price and determines the manner in which the adjustment and/or settlement of contract variations is done.
- 42.3 The change referred to in C12.2 could not be followed through and/or 360KAS need not pay the change unless 360KAS has given its written approval of the change referred to.



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SUPPLEMENTARY CONDITIONS OF PURCHASE OF 360KAS CONCERNING THE HIRING IN OF PERSONNEL

43. Applicability

43.1 These conditions additionally apply to each Agreement entered into by 360KAS with respect to employees (referred to hereinafter as "loan personnel") being made available by the Contractor (as the "lender") to 360KAS (as the "borrower") to work under the supervision or management of 360KAS, while the employment relationship between the lent employee and his employer is maintained. In places in the Conditions where employees or auxiliary persons are named, this should be understood to include loan personnel. In cases of a discrepancy between the provisions in these supplementary conditions and the provisions in Articles 1 up to and including 25 of the Conditions, the provisions in these supplementary conditions shall prevail.

44. Own Employees / Lending of Third-party Personnel

44.1 The Contractor shall only lend his own employees to 360KAS. An employment relationship should exist between these employees and the Contractor. Without the written permission of 360KAS, the Contractor is not permitted to hire in personnel from third parties and then to lend these personnel on to 360KAS.

45. Documents

45.1 Before the start of the activities, the Contractor shall make the following documents available to 360KAS:

- a. copy of an extract from the trade registry of the Chamber of Commerce that is not older than 1 year;
- b. a statement, not older than three months, issued by the Dutch Tax Administration and by the Industrial Association for Social Insurance concerning his payment history with respect to the payment of national insurance premiums, wage tax and social insurance premiums for those employees of his that have been made available;
- c. with regard to the payment of national insurance contributions, wage tax and social security contributions, for his benefit posted workers;
- d. a copy of a fully legal blocked account (G-rekening) agreement;
- e. a copy of the policy for the company's liability insurance.

45.2 At the request of 360KAS, the Contractor shall make available a random sample of the salary payments and expense allowances for the employees that he lent out in order to verify the correct calculation of costs in compliance with the law and regulations concerning personal data.

46. Personal Data of Loan Personnel

46.1 In a timely fashion, before loan personnel are made available, the Contractor is required to issue a statement containing the following personal data: name, first initials, address, city of residence, date of birth, city of birth, date employment began with Contractor, Citizen Service Number (BSN number) and nationality.

46.2 Furthermore, for all Loan Personnel made available to 360KAS, the Contractor should submit:

- a. recent curriculum vitae that verifies the competence of the employee to perform the activities;
- b. copy of relevant diplomas earned, and training, courses and tests taken;
- c. a copy of valid, legally recognized identification;

- d. a copy of a passport, if the person concerned does not have Dutch Nationality
- e. If the Loan Employee comes from a country that is not a member of the European Union, a copy of a residence permit and a work permit that indicates that the foreigner in question is permitted to work in the manner determined by law. If these permits are not present, 360KAS may refuse access to the loan employee and prohibit him from performing work activities, without being required to pay damages to the Contractor.

47. Obligations of the Loan Employee

- 47.1 The Contractor guarantees that the Loan Personnel:
- a. will always be able to identify themselves based on valid, legal proof of identity;
 - b. are fit and prepared to perform the agreed activities;
 - c. will announce any days of leave they wish to take on time and that these days off will be recorded in consultation with 360KAS;
 - d. shall report to the representative of 360KAS at the agreed time and place;
 - e. on arriving on the 360KAS location, will have good and sufficient tools with them;
 - f. will be present at the agreed location on time;
 - g. will adhere to the working hours established by 360KAS; and
 - h. shall be insured for every damage/loss/injury for which 360KAS could be held liable, except to the extent to which 360KAS should pay compensation for this damage/loss/injury by virtue of the law and there is no question of intentional or conscious recklessness on the part of the Contractor and/or the loan employee (without prejudice to the provision in Article 18 of the Conditions).

47.2 In addition to the provision above, the Contractor guarantees that the Loan Personnel he makes available will always comply with 360KAS's and/or its client's rules of conduct. Loan Personnel should, at a minimum, comply with the following rules of conduct:

- a. adhere to the general standards of decent manners.
- b. adhere to the rules in the Code of Conduct that applies to all 360KAS employees. The Contractor and/or the loan employee shall receive a copy of the Code of Conduct or shall be given access to its contents via the 360KAS Intranet.
- c. refrain from using and/or possessing alcoholic drinks and/or narcotics at work and/or in the transport vehicles used for work and not to be under the influence of these substances while commuting to and from work;
- d. to have a neat and tidy appearance;
- e. refrain from wearing provocative clothing or features;
- f. if agreed to, to wear work clothes everywhere in the house color of 360KAS that bears no printing other than the word and/or logo of 360KAS;
- g. any sound media should not be annoying
- h. comply with the house rules of 360KAS, whose content will be made available on the location or otherwise made known to the Contractor and/or the Loan Employee.

47.3 If the activities require it, the Loan Employee should possess hand tools and approved electric tools. The costs for these tools are included in the standard hourly rate. If, on inspection, it is discovered that the Loan Employee has defective and/or unsafe tools, then the Contractor should replace them immediately.

47.4 The Contractor shall ensure that all Loan Personnel that are deployed to work at 360KAS are provided with personal



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protection gear that is in good condition. This should minimally include: sound work clothes, safety helmet, work gloves, safety shoes, safety goggles and hearing protection.

48. Costs

- 48.1 The costs of training Loan Personnel – training that is considered necessary by 360KAS – shall be borne by the Contractor. If 360KAS pays for these costs in the first instance, they shall be reimbursed by the Contractor after he receives the relevant invoice.
- 48.2 The costs of replacing or repairing goods made available by 360KAS to Loan Personnel – due to their being misplaced or used incompetently – shall be borne by the Contractor.
- 48.3 Goods made available by 360KAS may only be used by the Loan Personnel during the activities. The Contractor shall inform the employees that he makes available about this requirement and guarantee that Loan Personnel shall actually comply with these requirements. If non-compliance is discovered, the Contractor shall owe a fine of €2,500 to 360KAS, payable on demand, for each violation discovered, without prejudice to the right of 360KAS to claim additional damages.
- 48.4 If a Loan Employee does not fit the job profile of 360KAS, then 360KAS can ban this employee within one day after the start of his activities from further access to the work without 360KAS owing any payment to the Contractor and/or the Loan Employee.
- 48.5 If, during the term of the Agreement, a Loan Employee made available by the Contractor fails to adhere to or does not meet the established requirements or if there is serious criticism concerning his behavior, then 360KAS is entitled to remove the Loan Employee without 360KAS being required to reimburse the costs ensuing from this for the Contractor or costs already incurred by the Contractor and without prejudice to the further rights to which 360KAS is entitled. 360KAS shall inform the Contractor of this within a reasonable period.

49. Default, Early Departure, Overtime

- 49.1 If the Loan Personnel is unable to perform the activities agreed to, the Contractor shall ensure that this is made known on time, before the start of the activities, to the representative of 360KAS. In such a case, the Contractor shall provide a replacement Loan Employee within 4 hours at the first request of 360KAS.
- 49.2 If the Loan Employee resigns during the first five workdays, 360KAS will not owe any payment for the first 16 hours that the Loan Employee has worked.
- 49.3 Overtime is only permitted after an express instruction is received from 360KAS. If not otherwise agreed, the following rates apply for overtime:
- If a Loan Employee must work more than 8 working hours a day, then for the extra hours worked the following overtime rate will be charged (percentage of the hourly rate):
 - Monday up to and including Friday, for the first two hours: 15 %
 - Monday up to and including Friday, for the hours thereafter: 30 %
 - Saturdays: 30 %
 - Sundays and holidays: 60 %
 - If, after consultation and approval by 360KAS, work activities must be performed outside the normal hours (altered working hours), an 'altered shift charge' of 14% will be placed on top of the hourly rate.

50. End of Work Activities

- 50.1 The Agreement ends by law if the 360KAS project at the location is ended or suspended or [ends] at an earlier time determined in consultation between the parties. The representative of the Contractor shall be informed of this in advance.
- 50.2 360KAS reserves the right to cancel the Agreement (fully or partially) with regard to the Loan Personnel concerned, taking into account the following periods of notice:
- with a secondment for three months: one day
 - with a secondment for more than three months: four days
 - in cases of force majeure or a shortcoming attributable to the Contractor: with immediate effect