

GENERAL PURCHASE CONDITIONS for the supply of goods and services

of

CERTIFER Netherlands B.V. and its affiliated companies, insofar as it concerns its subsidiaries established in the Netherlands

GENERAL PURCHASE CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES (Part 1)

Article 1 Definitions

CERTIFER: CERTIFER Netherlands B.V. and its affiliated companies, insofar as it concerns its subsidiaries established in the Netherlands.

Supplier: the counterparty of CERTIFER.

Agreement: any legal relationship to which these purchase conditions may apply pursuant to Article 2.

Article 2 Applicability

These purchase conditions apply to all requests, offers and agreements in which CERTIFER acts as purchaser of goods and services in the broadest sense of the word (including but not limited to computer software, equipment, hiring of personnel, etc.).

1. The applicability of any general or specific terms and conditions used by the Supplier is expressly rejected, even if reference is made thereto at any time or a copy thereof is provided
2. Any deviation from these conditions is only valid if agreed in writing.

Article 3 Conclusion of the Agreement

1. An offer made by the Supplier shall be binding and irrevocable unless otherwise agreed in writing.
2. An offer shall remain valid for a period of 30 days unless otherwise agreed in writing.
3. If a written order - in accordance with the offer - follows an offer, the Agreement shall be concluded at the moment that CERTIFER sends such order to the Supplier. If CERTIFER places an order orally on the basis of the offer, the Agreement shall only be concluded after CERTIFER has confirmed the order in writing or has provided an order number to the Supplier. Performance may not, under any circumstances, commence earlier.
4. CERTIFER shall be entitled to make amendments and additions to the offer. In such case, the Agreement shall be concluded:
 - at the moment CERTIFER receives written confirmation of the order in accordance with the amended or supplemented offer, or
 - as soon as the Supplier commences performance of the Agreement.
5. If CERTIFER so requests, the Supplier shall confirm the order in writing. Unless otherwise agreed, such confirmation must be sent within 14 days. In the case of framework agreements, a separate agreement shall arise for each partial order as soon as CERTIFER sends the order for the relevant delivery.

6. Specifications, drawings, models, instructions, inspection requirements and similar documents made available by CERTIFER for the performance of the Agreement, whether prior to or after its conclusion, or approved by CERTIFER, irrespective of the form in which they are embodied, shall form part of the Agreement unless otherwise agreed in writing.

Article 4 Prices

1. Prices shall be fixed and, unless otherwise agreed in writing, shall be denominated in euros and exclusive of value added tax. Taxes and levies payable in connection with the supply shall be borne by the Supplier.
2. Unless otherwise agreed, prices shall be all inclusive and shall in any event include the costs of transport, customs clearance, insurance and packaging.
3. If the Supplier reduces its catalogue prices for goods or services to be supplied, including software or equipment, prior to the scheduled delivery date, CERTIFER shall be entitled to a corresponding reduction of the agreed price.

Article 5 Delivery

1. In this Article, delivery shall also include delivery in instalments.
2. Delivery shall take place at the agreed place and time.
3. All time limits set out in the Agreement, the offer and these conditions shall be of the essence within the meaning of Section 6:83 of the Dutch Civil Code, unless expressly agreed otherwise in writing.
4. The Supplier shall be obliged to inform CERTIFER without delay and in writing as soon as it knows or suspects that it will not or not in a timely manner be able to perform the Agreement. In doing so, the Supplier shall also state the possible causes of the delay or failure. The Supplier and CERTIFER shall subsequently discuss an appropriate solution, whereby CERTIFER shall have the right to take the final decision. This provisions of this Article shall be without prejudice to all statutory and contractual rights of CERTIFER.
5. The Supplier may only invoke a non-attributable failure in performance, including force majeure, vis à vis CERTIFER if the Supplier notifies CERTIFER in writing of such invocation as soon as possible, submitting the relevant supporting evidence. In any event, force majeure on the part of the Supplier shall not include shortage of personnel, strikes, illness of personnel, late delivery or unsuitability of goods required for the performance of the work, liquidity or solvency problems on the part of the Supplier, or failure of the Supplier's personnel.
6. If CERTIFER, for any reason other than rejection, is unable to take delivery of the goods or services at the agreed time, CERTIFER shall not be in default.
7. In such case, the goods shall remain at the Supplier's risk and the Supplier shall store, secure and insure the goods, clearly identified as the property of CERTIFER, against a fee to be agreed at a later stage, this in deviation from Article 7 paragraph 1.
8. During storage, the Supplier shall take all reasonable measures, against a fee to be agreed in writing, to prevent any deterioration in the quality of the goods.

9. The Supplier shall ensure that the goods to be delivered are accompanied by all available documentation required for the proper use of the goods, as well as any inspection, testing, certification, verification and warranty documents.
10. The Supplier shall comply with the safety regulations applicable at CERTIFER, as well as any other internal rules applicable to the Supplier. CERTIFER shall make these rules available for inspection upon request.
11. Any inspection, examination, verification and or testing of the goods in accordance with the provisions of Article 13 shall not constitute delivery, acceptance, or transfer of risk.

Article 6 Packaging and shipment

1. The goods shall be properly packaged and marked in accordance with CERTIFER's instructions.
2. All packaging shall become the property of CERTIFER at the time of delivery. CERTIFER may waive this right of ownership and require the Supplier to take back the packaging
3. The return of returnable packaging and of packaging which CERTIFER does not wish to retain ownership of shall be at the Supplier's expense and shall be sent to a destination to be specified by the Supplier. If the Supplier fails to specify a destination, CERTIFER shall be entitled to send the goods to the Supplier's address.
4. The Supplier shall be liable for any damage arising from or in connection with the fact that the packaging does not comply with the provisions set out in paragraph 1.

Article 7 Ownership and risk

1. Ownership of and risk in the goods to be delivered shall pass at the time of delivery, once the goods have been received by CERTIFER at the agreed place of delivery.
 2. By way of deviation from paragraph 1, ownership of specific goods to be delivered shall pass at the time of advance payment for those goods or at the moment CERTIFER requires the transfer of ownership, if such moment precedes delivery. The Supplier shall in such case mark the relevant goods as clearly identifiable property of CERTIFER and shall indemnify CERTIFER against loss, damage and any exercise of rights by third parties. The goods shall remain at the Supplier's risk between the moment of transfer of ownership and the actual delivery. The Supplier shall be obliged to insure the goods referred to in the preceding sentence against all risks at its own expense.
 3. CERTIFER shall have the right, prior to payment, to require, in addition to or instead of transfer of ownership, that the Supplier procures, at its own expense, an unconditional and irrevocable bank guarantee issued by a banking institution acceptable to CERTIFER, as security for the fulfilment of the Supplier's obligations.
- Tools such as drawings, specifications, tools, computer software and materials which:
- i. have been made available by CERTIFER to the Supplier, or
 - ii. have been manufactured or procured by the Supplier on the express written instruction of CERTIFER and at CERTIFER's expense, are or shall become the property of CERTIFER.

The Supplier shall be obliged to:

- clearly mark these items as the property of CERTIFER;
- maintain them in good condition;
- use them exclusively for the purpose of deliveries to CERTIFER;
- insure them against all risks at its own expense.

These items shall be returned to CERTIFER upon first request and, in any event, no later than upon delivery of the relevant goods. Use and storage of these items shall be entirely at the Supplier's risk. Any modification to or deviation from the items made available or approved by CERTIFER shall only be permitted with CERTIFER's prior written consent.

Article 8 Ownership, right of use and right of disposal of computer software

1. All intellectual property rights in and to the computer software supplied to CERTIFER or developed for CERTIFER in connection with the Agreement, including the accompanying documentation, shall vest fully and exclusively in CERTIFER.
2. To the extent that a further legally valid transfer is required, the Supplier hereby transfers such rights to CERTIFER in advance, which transfer is hereby accepted by CERTIFER.

Article 9 Documentation of computer software

1. The Supplier shall be obliged to provide CERTIFER with sufficient documentation regarding the characteristics and functionalities of the Software and regarding any modifications and new versions that CERTIFER may obtain from the Supplier.
2. CERTIFER shall have the right to reproduce the documentation for its own use.
3. The Supplier shall be obliged to replace, supplement or amend the documentation provided by it as soon as possible if it appears that previously supplied documentation contains incorrect or incomplete information.

Article 10 Amendments

1. CERTIFER shall have the right, with due observance of reasonableness and fairness, to require the Supplier to make amendments to the nature and scope of the goods or services to be supplied.
2. Within 14 calendar days after dispatch of the written statement as referred to in paragraph 1, the Supplier shall inform CERTIFER of the consequences of the amendments for the price and the delivery period. CERTIFER shall have the right to terminate the Agreement if the price and delivery period stated by the Supplier are not acceptable to CERTIFER. In the event of termination, CERTIFER shall reimburse the Supplier for all reasonable costs that the Supplier has incurred up to that moment in direct connection with the terminated Agreement.

Article 11 Invoicing and payment

1. Invoicing, stating the order number, shall take place to the designated billing address simultaneously with or immediately after delivery of the goods or services, fully specified by quantity and type and otherwise in accordance with the instructions of CERTIFER.

2. Payment shall be made, subject to deduction of any applicable credit limitation surcharge, within 30 calendar days after receipt of the invoice, provided that the goods or services have been received and CERTIFER has not raised any objections on reasonable grounds to the manner of performance of the Agreement before expiry of the said period. Payment of the purchase price shall in no way constitute a waiver of any right.

Article 12 Quality and warranty

1. The Supplier warrants that the goods and services supplied conform to what has been agreed and therefore, inter alia, are new, unless otherwise agreed in writing, are free from defects, are suitable for the purpose for which they are intended, comply with applicable statutory requirements and governmental regulations, as well as with the safety and quality standards customary within the industry.
2. The Supplier shall provide a warranty period of at least one year in respect of the goods or services. The expiry of the warranty period shall not affect any rights that CERTIFER may derive from the law and the Agreement. The agreed warranty during this period shall in any event include that the Supplier shall remedy any defect reported in writing by CERTIFER to the Supplier within the warranty period as soon as possible, at the Supplier's expense, including any associated costs. If, pursuant to this obligation, the Supplier has modified, repaired or replaced goods or parts thereof, a full new warranty period shall commence with respect to those goods or parts.

Article 13 Examination, inspection, control and testing

1. Examination, inspection, control and or testing of the goods or services by or on behalf of CERTIFER may take place prior to delivery as well as during or after delivery. If, in CERTIFER's opinion, this is necessary, the Supplier shall grant access for this purpose to the locations where the goods are manufactured or stored and shall cooperate with the examinations, inspections, controls and or tests requested by CERTIFER. Such cooperation shall also include the provision, at its own expense, of the required documentation and information.
2. At CERTIFER's request, the Supplier shall timely inform CERTIFER of the time at which examinations, inspections, controls and or tests can take place, without CERTIFER being obliged to have these carried out at those times.
3. Unless otherwise agreed in writing, the costs of examinations, inspections, controls and or tests shall be borne by the Supplier. This shall also apply to repeated examinations, inspections, controls and or tests.
4. If, during or after delivery, the goods or services are wholly or partially rejected as a result of any examination, inspection, control and or test, CERTIFER shall notify the Supplier thereof in writing or have this notified. Such notification shall constitute a notice of default. CERTIFER shall thereby give the Supplier the opportunity to still perform in accordance with the order within a reasonable period. If the Supplier does not make use of this opportunity or fails to perform properly, CERTIFER shall have the right to terminate the order without further notice of default. CERTIFER shall also have this right if, by its nature or purpose, performance is no longer possible or purposeful.

5. If the goods or services, regardless of the results of any examination, inspection, control and or test, are found not to comply with the provisions of Article 12, CERTIFER shall retain all rights that the law and the Agreement attach to such failure.
6. CERTIFER shall have the right to have the goods or services repaired or replaced at the Supplier's expense if, after consultation with the Supplier, it may reasonably be assumed that the Supplier cannot or will not ensure repair or replacement, or will not, not timely or not properly do so.. CERTIFER may refrain from consultation if urgent circumstances so require.

Article 14 Confidentiality

1. The Supplier shall keep confidential all information that it has become aware of, whether directly or indirectly, from or about CERTIFER, including in any case the existence, nature and content of the Agreement.
2. The Supplier shall oblige any third parties engaged by it in the performance of the Agreement in writing to observe the same confidentiality obligations, or shall have such third parties sign the confidentiality statements provided by CERTIFER.
3. Without the prior written consent of CERTIFER, the Supplier shall not make any form of public disclosure regarding the performance of the Agreement, nor use the CERTIFER logo, nor maintain any contact, whether directly or indirectly, with CERTIFER's client or clients.
4. The Supplier shall not reproduce or provide to third parties for inspection any documents relating to the Agreement, such as drawings, diagrams and the like, without the prior written consent of CERTIFER.
5. The Supplier shall not use any goods and or services developed jointly by CERTIFER and the Supplier for the benefit of third parties without the prior written consent of CERTIFER.

Article 15 Intellectual property rights and other third party rights

1. All intellectual property rights in the goods supplied by the Supplier, and in any software, designs, drawings, documentation, models, analyses, reports, technical specifications, tools or other results of work produced or used by the Supplier in connection with the Agreement, shall vest fully and exclusively in CERTIFER, irrespective of whether these have been created independently or in cooperation with CERTIFER. To the extent that transfer is required for this purpose, the Supplier hereby assigns such rights to CERTIFER in advance, which assignment is hereby accepted by CERTIFER.
2. To the extent that the transfer of certain rights is not legally possible, the Supplier grants CERTIFER a perpetual, worldwide, unrestricted and exclusive right of use, reproduction and modification, including the right to transfer such rights to third parties or to grant sublicenses, without any additional compensation being due.
3. The Supplier warrants that the use by CERTIFER of the goods, services or tools supplied, including their use, exploitation or resale, does not infringe any third party rights. If any third party rights exist with respect to any part of the delivery, the Supplier shall ensure that CERTIFER obtains such rights without additional cost.

4. If it appears that the use by CERTIFER infringes or is likely to infringe any third party rights, the Supplier shall be obliged, in consultation with CERTIFER and at no cost to CERTIFER, to implement the measure chosen by CERTIFER, namely:

- i. to replace the goods, services or tools with equivalent alternatives that do not infringe any rights; or
- ii. to obtain a valid licence or right of use; or
- iii. to modify the delivery in such a way that the infringement is remedied, without reducing functionality or quality.

Article 16 Spare parts

1. The Supplier shall be obliged to keep spare parts in stock for a period that is considered reasonable in commercial practice for the relevant item, even if the production of that item has already been discontinued. CERTIFER may require the Supplier to inform it of the date on which production will be discontinued.

Article 17 Source code of computer software

1. The Supplier shall be obliged to retain the source code of the computer software supplied for the benefit of CERTIFER.
2. At CERTIFER's request, the Supplier shall be obliged to cooperate, free of charge, in the establishment and implementation of an escrow agreement with an escrow agent designated by CERTIFER. Such agreement shall stipulate that the source code of the supplied software is periodically deposited and verified, and shall be automatically made available to CERTIFER upon the occurrence of predefined circumstances, including at least bankruptcy, suspension or liquidation of the Supplier's activities.
3. Without prejudice to the provisions of the preceding paragraph, if the Supplier foresees bankruptcy, suspension of its activities or a transfer of its activities to a third party, the Supplier shall be obliged to consult with CERTIFER regarding the safeguarding of the source code of the software. At CERTIFER's request, the Supplier shall in such case be obliged to transfer the source code to CERTIFER against reasonable compensation.

Article 18 Assignment

1. The Supplier shall not assign, in whole or in part, the rights and obligations arising for it from the Agreement to third parties without the prior written consent of CERTIFER.
2. The Supplier shall not subcontract, in whole or in part, the performance of its obligations under the Agreement to third parties without the prior written consent of CERTIFER. CERTIFER shall have the right to attach conditions to such consent.
3. In urgent cases and if it may reasonably be assumed that the Supplier will not or cannot fulfil its obligations under the Agreement, the Supplier shall, at CERTIFER's request, be obliged to subcontract the performance of the Agreement, in whole or in part, to third parties at the Supplier's expense and risk, without the Supplier being released from its obligations under the Agreement. CERTIFER shall have the right, at the Supplier's expense, to contract directly with third parties selected by CERTIFER for the performance of the Agreement.

Article 19 Liability and indemnity

1. The Supplier shall be liable to compensate all damage suffered by CERTIFER, including loss of profit and damage resulting from production downtime, caused by or in connection with the performance of the Agreement by the Supplier.
2. The Supplier shall indemnify CERTIFER against all claims by third parties, including fines imposed by supervisory authorities and governmental or semi-governmental bodies, arising from breaches of statutory obligations, contractual provisions or from errors or failures in the performance of the Agreement, for compensation of damage as referred to in paragraph 1. For the purposes of this paragraph, third parties shall also include employees of CERTIFER and those engaged by CERTIFER.
3. The Supplier shall be obliged to maintain adequate and appropriate insurance coverage against the liabilities and risks referred to in the preceding paragraphs, in accordance with what is customary within the relevant industry.
4. CERTIFER shall not be liable towards the Supplier for any damage, except insofar as such damage results from intent or deliberate recklessness of CERTIFER.

Article 20 Insurance

1. At CERTIFER's request, the Supplier shall provide for inspection the insurance policies which the Supplier is required to take out pursuant to the aforementioned provisions.
2. If, in connection with its potential liability towards CERTIFER, the Supplier is entitled to claim payment under an insurance agreement, the Supplier shall ensure that such payments are made directly to CERTIFER. For this purpose, CERTIFER may require that:
 - i. the Supplier takes out the insurance agreement for the benefit of CERTIFER; or
 - ii. the Supplier assigns any insurance claim to CERTIFER, at CERTIFER's discretion.
3. The Supplier grants CERTIFER an irrevocable power of attorney to receive any insurance payment.
4. Insurance taken out by the Supplier shall not limit its liability nor result in any joint liability on the part of CERTIFER.

Article 21 Data processing

1. Without prejudice to the provisions of this Article, the Supplier shall use the data provided by CERTIFER, and the data generated on that basis on behalf of CERTIFER, solely for the performance of the Agreement and only insofar as such use is necessary and proportionate for the Agreement, unless otherwise required by applicable law.
2. If, in the context of the performance of the Agreement, the Supplier processes personal data on behalf of CERTIFER, the Supplier shall comply with the applicable laws and regulations concerning the protection of personal data. The Supplier shall process personal data only on behalf of and in accordance with CERTIFER's written instructions, unless otherwise required by applicable law.
3. The Parties shall regulate the processing of personal data by the Supplier on behalf of CERTIFER in a separate agreement.
4. The Parties shall involve each other in a timely manner in conducting a defense against claims from third parties in connection with the

processing of personal data in the context of the performance of the Agreement.

Article 22 Audit and inspection

1. CERTIFER shall be entitled, during the term of the Agreement and for a period of two years thereafter, to carry out or have carried out audits or inspections at the Supplier. This right shall relate to:
 - i. compliance with contractual obligations, including but not limited to safety, insurance requirements, quality, confidentiality and intellectual property,
 - ii. proper compliance with applicable laws and regulations, including but not limited to the Foreign Nationals Employment Act, the General Data Protection Regulation, the Chain Liability Act and tax obligations,
 - iii. compliance with the standards as referred to in Article 24.
2. The Supplier shall provide all reasonable cooperation in this respect, including granting access to relevant records, workplaces or systems, and making involved personnel available for interviews. If the audit reveals that the Supplier is in breach, the costs of the audit and any subsequent follow up inspections shall be borne by the Supplier, without prejudice to CERTIFER's right to take additional measures or to claim damages.

Article 23 Termination

1. CERTIFER shall be entitled to terminate the Agreement at any time with immediate effect by means of written notice to the Supplier. Immediately upon receipt of such written notice, the Supplier shall cease the performance of the Agreement. CERTIFER and the Supplier shall thereafter consult on the consequences of such termination, on the understanding that CERTIFER shall not be obliged to pay any compensation.
2. If the Supplier fails to perform its obligations under the Agreement, as well as in the event of its bankruptcy or suspension of payments, and in the event of cessation of business, liquidation, takeover, or any comparable situation relating to the Supplier's business, the Supplier shall be in default by operation of law and CERTIFER shall be entitled to: a) unilaterally terminate the Agreement in whole or in part by means of written notice to the Supplier; b) suspend its payment obligations; c) have the performance of the Agreement carried out in whole or in part by third parties at the Supplier's expense and risk, all without CERTIFER being liable for any compensation and without prejudice to any other rights to which CERTIFER is entitled, including the right to full compensation.
3. All claims that CERTIFER may have or acquire against the Supplier pursuant to this Article shall be immediately due and payable in full.
4. If the Supplier invokes non attributable failure, paragraphs 2 and 3 shall apply mutatis mutandis.

Article 24 Governing law and disputes

1. The Agreement and all agreements arising therefrom shall be governed exclusively by the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
2. All disputes, including those which are considered as such by only one of the parties, arising out of or in connection with this Agreement or agreements resulting therefrom between the parties, shall, unless mandatory law provides otherwise, be submitted to the competent court in the district of Arnhem.

3. By way of derogation from paragraph 2, CERTIFER shall have the right to decide that the dispute shall be resolved by arbitration. In such case, arbitration shall take place in Arnhem in accordance with the Rules of the Netherlands Arbitration Institute.

Supplementary Conditions for the Performance of Services (Part 2)

applicable in conjunction with the General Purchase Conditions for the supply of goods and services

Article 1 Definitions

Purchase Conditions: the General Purchase Conditions for the supply of goods and services.
Services: all services performed for the benefit of CERTIFER, other than pursuant to an employment contract, regardless of the manner of contracting, including but not limited to services performed on the basis of a contract for services, agency, service provision, or contract for work.

The definitions set out in Article 1 of the General Purchase Conditions for the supply of goods and services shall apply mutatis mutandis.

Article 2 Applicability

1. These terms and conditions shall apply to the Services.
2. To the extent that these terms and conditions do not deviate from the Purchase Conditions, the latter shall apply mutatis mutandis.

Article 3 Performance of the service and supervision

1. The Supplier shall perform the Services accurately and in full compliance with the Agreement.
2. The Supplier shall perform the Services using skilled and competent personnel with the appropriate expertise.
3. The Supplier shall ensure adequate supervision and management when deploying its employees.
4. In addition to the statutory provisions concerning safety and hygiene, the Supplier shall comply with the applicable CERTIFER regulations and shall ensure that such regulations are observed by all persons engaged by the Supplier in the performance of the Services and the supervision thereof, without any resulting costs being incurred by CERTIFER. These regulations are available from CERTIFER.

5. If CERTIFER so requests, the Supplier shall provide CERTIFER in writing with details of the personal data and employment conditions, including any amendments thereto, of the persons who will perform or are performing the Services for CERTIFER, insofar as relevant to the performance of the Services.
6. Upon request, the Supplier shall, for the purpose of determining the hours worked by the persons referred to in paragraph 5, make use of a time recording system or other means of verification, at the discretion of CERTIFER.
7. Unless otherwise agreed in writing, the working hours of the persons referred to in paragraph 5 shall be identical to the working hours of persons employed by CERTIFER.
8. CERTIFER may deny the persons referred to in this Article access to its premises and/or buildings or the work site, or may require the Supplier to ensure that such persons are immediately removed from such premises or buildings, if they:
 - in the opinion of CERTIFER are manifestly unsuitable for their duties;
 - misconduct themselves in such a way that, in the opinion of CERTIFER, they cannot be allowed to remain on the premises or in the buildings;
 - otherwise manifestly act in breach of any obligation under the Agreement.
9. At CERTIFER's first request, the Supplier shall ensure immediate replacement.
10. If the Supplier deploys one or more foreign nationals within the meaning of the Foreign Nationals Employment Act for the performance of the Services, the Supplier shall, at the commencement of the Services, promptly ensure that CERTIFER receives a copy of the document referred to in Section 1, subsection 1, under 1° to 3°, of the Identification Act (*Wet op de identificatieplicht*), relating to the relevant foreign national. The Supplier shall at all times be fully responsible for compliance with the Foreign Nationals Employment Act and shall fully indemnify CERTIFER, in accordance with the provisions of Article 19 paragraph 2, against all damages, fines, additional assessments, costs or other legal consequences arising from or related to the deployment of foreign nationals by the Supplier in violation of applicable laws and regulations.

Article 4 Engagement of third parties

1. The Supplier shall not have the Services, in whole or in part, performed by third parties without the prior written consent of CERTIFER.
2. If, with the consent of CERTIFER, the Supplier engages one or more third parties for the performance of any part of the Services, the Supplier shall ensure that, insofar as applicable, the provisions of the Agreement are incorporated into its agreement with such third party or parties, as well as the obligation for such third party or parties to impose the same on any further third parties engaged by them with the written consent of CERTIFER.
3. The Supplier warrants to CERTIFER that no false self-employment shall occur or arise in connection with the engagement of third parties and shall take all necessary measures to prevent this.

4. The Supplier shall fully indemnify CERTIFER, in accordance with Article 19 paragraph 2, against all claims, assessments including additional assessments, fines, costs or other legal consequences arising from or related to the engagement of third parties, including but not limited to any qualification as false self-employment by any competent authority.

Article 5 Fees

Unless expressly agreed otherwise in writing, the agreed prices shall be all inclusive, including but not limited to travel and accommodation expenses of the Supplier as well as those of the persons engaged by the Supplier in the performance of the Services and the supervision thereof, insurance costs, the costs of the equipment referred to in Article 9, and all taxes and social security contributions payable by the Supplier in connection with the performance, with the exception of value added tax.

Article 6 Additional work and reduction of work

1. Additional work within the meaning of this Article shall exclusively mean work that falls outside the originally agreed nature and scope of the Services. Reduction of work within the meaning of this Article shall mean the non-performance of all or part of the agreed Services, irrespective of the reason thereof, provided that this is not attributable to CERTIFER.
2. CERTIFER shall only be obliged to pay for additional work that has been instructed by it in writing. The settlement of any reduction of work shall, unless agreed otherwise in writing, be determined by mutual consultation.
3. In the event of a reduction of work, CERTIFER shall have the unconditional right to set off the corresponding portion of the agreed price. The price reduction shall be determined reasonably and proportionately, based on the unit prices or, in the absence thereof, a proportional reduction of the total price.
4. Any claims of the Supplier in connection with additional work or reduction of work shall not affect the Supplier's obligations with respect to the agreed schedule and delivery deadlines.

Article 7 Nuisance

The Supplier shall discuss in advance with CERTIFER the performance of any activities from which CERTIFER or third parties may reasonably be expected to experience disturbance or inconvenience

Article 8 Interruption of the services

If CERTIFER deems this necessary due to operational or other business circumstances, the Supplier shall, upon first request, immediately suspend or procure the suspension of the Services in whole or in part. Any financial consequences of such suspension shall only be eligible for compensation if and to the extent that CERTIFER has given its prior written consent.

Article 9 Equipment

1. Unless otherwise agreed in writing, the Supplier shall be responsible for providing all equipment required for the performance of the Services, including personal protective equipment and gear, safety tools, welding equipment, ladders, scaffolding and the like. Such equipment shall be of sound quality.
2. If, with the consent of CERTIFER, the Supplier makes use of equipment belonging to CERTIFER, such use shall be at the Supplier's risk and the Supplier shall be fully liable for any damage arising from such use. Upon termination of such use, the Supplier shall return the equipment to CERTIFER in the condition in which it was received. Any observable defects, including those caused by the Supplier itself, shall be reported by the Supplier without delay.

Article 10 Storage of goods and placement of site facilities

The storage of goods by or on behalf of the Supplier on CERTIFER's premises or in its buildings shall only be permitted with the express prior written consent of CERTIFER, which shall also designate the location for such storage. The same shall apply to the placement of site facilities, including site cabins and sanitary units. Unless otherwise agreed in writing, all facilities relating to such site installations, as well as the costs associated with their use, including energy, water and telephone, shall be borne by the Supplier.

Article 11 Staffing

The Supplier shall, as far as possible, deploy the same persons for the Services which have previously been engaged in performing services for CERTIFER, in particular with respect to similar activities

Article 12 Strike

CERTIFER shall not be obliged to pay wages, fees or any other costs relating to persons deployed by the Supplier or by third parties engaged by it, including self-employed persons and subcontractors, for the performance of the Services, for any period during which such persons do not perform their activities in whole or in part as a result of a strike. Nor shall CERTIFER be obliged to reimburse any costs relating to equipment as referred to in Article 7 paragraph 4, insofar as such equipment is not used as a result of a strike. Strikes at the Supplier or its engaged third parties, regardless of their nature or cause, shall not constitute grounds for postponement of obligations or delivery deadlines, nor shall they qualify as force majeure within the meaning of this Agreement.

Article 13 Chain Liability Act

1. The Supplier shall cooperate in a) establishing safeguards for the collection of taxes and social security contributions related to the Services, and b) indemnifying CERTIFER in this respect.
2. If a guarantee fund is maintained partly for the benefit of the Supplier, the Supplier shall as soon as possible provide the necessary information to enable CERTIFER to make the required notification. The Supplier shall not commence the Services until the statement of indemnity from the guarantee fund has been received.

3. If, for any reason, no use is made of a guarantee fund, the Supplier shall make available a so called G account, being a blocked account, unless CERTIFER indicates that it wishes to make direct payments to the tax authorities and the relevant social insurance institution. The Supplier shall state on the invoice the wage amount in accordance with Section 4 of the Coordination Act on Social Security, as well as the percentage agreed with CERTIFER to be deposited into the G account or paid directly in respect of social security contributions and wage tax.
4. At CERTIFER's request, the Supplier shall ensure that invoices are accompanied by, or refer to, a work record showing which persons were deployed for the Services on which days and for how many hours per day. The personal details shall include name, date of birth and social security number. Furthermore, the Supplier shall declare that the persons concerned were employed by it at the time the Services were performed.
5. If the reverse charge mechanism pursuant to Sections 41a and following of the Turnover Tax Act (*Wet op de Omzetbelasting*) applies, the invoice shall state that value added tax has been reverse charged, in which case no value added tax shall be charged.
6. Without prejudice to the provisions set out in the preceding paragraphs, the Supplier shall ensure that all personnel present at the work site comply with the statutory social security obligations. CERTIFER reserves the right to carry out inspections in this respect. The Supplier shall cooperate with such inspections.