

GENERAL PURCHASING CONDITIONS DYNNIQ - 2016

1. GENERAL PART

1. General provisions and applicability

1.1 These purchasing conditions are applicable to all applications, offers, orders and Contracts of Dylnniq Nederland B.V. or affiliated companies, hereinafter referred to as: "Dylnniq", whereby goods, activities and/or services are obtained from a third party or (another) order is issued to the same, the same in the broadest sense of the word.

1.2 Deviation from these purchasing conditions is only possible if Dylnniq has explicitly accepted said deviation in writing. In the case of a deviation from one or more provisions in these purchasing conditions, the other provisions will remain in full force.

1.3 If a provision contained in these purchasing conditions should become wholly or partly void or destroyed, then the remainder of these provisions will continue to apply in full. Dylnniq and the Contractor agree to replace the void or destructible provision by a provision that they would have agreed upon, had they known of the voidness or destructibility of the same.

1.4 Other general terms and conditions than the present ones are explicitly rejected.

1.5 These purchasing conditions also apply to more detailed or additional Contracts and any agreements arising from the same between Dylnniq and the Contractor.

1.6 In these purchasing conditions, the following definitions apply:

- Contractor: any natural person or legal entity with whom Dylnniq has concluded a Contract or wishes to conclude the same, or from whom Dylnniq requests or receives offers.
- Order: the written assignment by Dylnniq for the execution of activities and/or services and/or the delivery of goods.
- Contract: the Contract that is established after the issuing of the Order between Dylnniq and the Contractor, including the associated documents and appendices.
- Contract sum: the price included in the Contract for the Order, adjusted as a result of a change in the Order if applicable.
- Main Contract: the contract whereby the Principal instructs Dylnniq to execute activities and/or services and/or the delivery of goods.
- Principal: the client of Dylnniq.
- Framework agreement: the existing framework agreement existing between Dylnniq and the Contractor, if applicable.
- Payroll taxes: income tax, national insurance premiums, employee insurance premiums and income-dependent contributions pursuant to the Health Care Insurance Act.

2. Quotations, orders and the establishment, amendment and cancellation of Contracts

2.1 Requests for a quotation are not binding for Dylnniq, but are an invitation for a quotation. By making a quotation, the Contractor undertakes to deliver a performance to Dylnniq for a fixed total price, a fixed settlement price or a variation of the same within the term set for the delivery. The quotation will remain valid for at least sixty calendar days. Dylnniq will not reimburse any costs connected with issuing a quotation.

2.2 The technical and administrative provisions are applicable to the Order, as well as the drawings related to said Order and these purchasing conditions and, insofar as is applicable, the provisions arising from the Framework agreement as concluded between the parties. In the event of a contradiction, the provisions regarding the Order will prevail over these purchasing conditions and the provisions from the Framework agreement will prevail over these purchasing conditions.

2.3. If the request for a quotation or the Order or the Contract contains obvious contradictions and/or errors and/or omissions, then the Contractor is obliged to point out the same to Dylnniq immediately and to request clarification, before starting with the activities, failure to do so will cancel any entitlement to additional payments.

2.4 A Contract is only established by means of issuing an Order. If the Order is related to a Main Contract between Dylnniq and the Principal, then the Order is established under the suspensive condition of approval of the Contract by the Principal. If the Contractor commences activities before concluding a Contract with Dylnniq, then he does this for his own account and risk.

2.5 After the establishment of a Contract Dylnniq is entitled, as long as the Contractor has not commenced with the execution of the same, to cancel the Contract without stating the reasons. In this case, Dylnniq shall reimburse demonstrable and unavoidable costs incurred by the Contractor insofar as the same are reasonable and have been notified to Dylnniq within one month of the cancellation. Any further damages are excluded. The possibility of cancellation mentioned in this article clause is without prejudice to other legal or contractual possibilities of Dylnniq for dissolution or termination of the Contract (at no cost).

2.6 If two or more Contractors have jointly accepted the Order, then they are jointly and severally liable for the entire execution of the same and for the consequences arising therefrom.

3. Performance

3.1 The performance to be delivered by the Contractor must, besides the requirements on grounds of additional law, customs, reasonableness and fairness, comply with:

- a. the description and/or the specifications provided by Dylnniq;
- b. the reasonable expectations that Dylnniq may have of (inter alia) the characteristics, quality and/or reliability on account of (inter alia) these purchasing conditions and the description contained in the Contract;
- c. the (legal) requirements that can be reasonably set with a view to safety, health, welfare and the environment;
- d. the requirements and professionalism applicable in the branch concerned;
- e. the time schedule and/or operation plan issued or agreed by Dylnniq;
- f. the requirement that the materials and raw materials to be used meet with the agreed quality and that during the execution tools and equipment will be used that meet the highest demands;

- g. the requirement that persons to be deployed by the Contractor are suited to their task;
- h. the requirement that the performance includes all permit applications that are essential for the execution of the Contract;
- i. the requirement that the execution of the Contract includes any drawing and other preparatory activities and/or development activities.

3.2 The Contractor may not issue any (direct) offers or estimates to the Principal. This applies both for extension and amendment of the work entrusted to Dynniq. Nor may the Contractor, without prior written permission from Dynniq, contact the Principal regarding or in relation to the Order or the Contract.

3.3 Delivery is done Delivery Duty Paid (DDP, as intended in the INCO terms applicable at the time of issuing the Order) at the location indicated by Dynniq, unless otherwise agreed in writing. The Contractor is obliged to inform Dynniq in good time, adequately and in writing about exceeding the delivery time. In the event of partial deliveries, prior written permission from Dynniq is required. The Contractor is obliged, if Dynniq requires the same, to provide a written production or implementation plan and/or to assist with a progress control. The delivery will only be considered to be complete if the order has been delivered completely – in accordance with the requirements laid down in the Contract – at the location indicated by Dynniq.

4. Installments

4.1 The dates and times mentioned in the Contract, or in the accompanying documents and appendices, (including dates and times mentioned in the time schedule and/or implementation plan as intended in article 3.1 above) regarding (parts of) the performance to be executed by the Contractor are at all times binding and fatal, which means that in the event of excess of the same the Contractor will be held in default without notice of the same.

4.2 For every calendar day that the abovementioned installments are exceeded, Dynniq is entitled to demand an immediately payable penalty of 0.5% of the agreed total Contract sum. A maximum of 10% of the total Contract sum as agreed with the Contractor will apply in this case. The chargeability of a penalty by the Contractor will at all times be without prejudice to the entitlement of Dynniq to a legal claim of damages.

5. Amendments, contract variations

5.1 Dynniq may at any time require a change in the scope, the capacity of the activities to be executed, the services to be performed and/or the goods to be delivered,

5.2 Without prejudice to that stipulated elsewhere in this article, extra work will only be considered for settlement:

- a. if the Contractor has pointed out the necessity of a price increase as a consequence of additions or changes with respect to the Activities in good time, as agreed; and

- b. if the Contractor has pointed out in writing and in good time the amount of the actual foreseeable extra costs; and
- c. if after taking knowledge of the information under (a) and (b), Dylniq has issued an order for extra work; and
- d. if Dylniq has approved the extra work executed; and
- e. if and insofar as the invoiced amount of extra work does not (significantly) exceed the amount intended under (b).

5.3 A change in the nature and scope of the performance that influences the agreed price and installments for the execution of the performance has no influence on the other provisions of the Contract.

6. Price

6.1 The agreed price is fixed and binding. So the price may never be increased as a consequence of changes in currency rates, purchase prices, freight charges, import or export duties, duties, taxes, levies, raw materials or semi-finished products, wages and other performance owed by the Contractor to third parties.

6.2 Unless agreed otherwise, the price includes:

- a. import duties, duties, taxes and levies (with the exception of value added tax);
- b. fees and all other taxes or costs made when applying for permits;
- c. reimbursements for the use of intellectual and industrial property rights;
- d. all costs related to or arising from the execution of the agreed performance;
- e. the costs for packaging, transport, storage, insurance, premiums, installation and commissioning on site. This also applies to the goods made available by Dylniq;
- f. all other costs chargeable to the Contractor consequential to this Contract or these purchasing conditions;
- g. everything that is required for the proper execution of the Contract, taking account of the applicable standards, specifications and requirements of good workmanship, also if not explicitly mentioned in the Contract.

7. Invoicing and payment

7.1 Unless agreed otherwise, invoices must be submitted electronically to Dylnniq.

7.2 Unless otherwise agreed in writing, the Contractor will not invoice the amounts payable by Dylnniq before the date of delivery of the goods or the date that the performance has been accepted by Dylnniq. If the invoice meets the requirements set by Dylnniq by virtue of the Contract or these purchasing conditions, then Dylnniq will pay the invoiced amount after termination of sixty days of receipt of the invoice. The approval of an invoice or the payment of the same does not imply acceptance and does not release the Contractor from any obligations towards Dylnniq.

7.3 If the details that the Contractor is required to (periodically) submit to Dylnniq and/or the agreed security of payment is not received (in the correct form), then Dylnniq may suspend the payment of invoices. The same applies if the documents mentioned in paragraph 1 are missing or are not signed.

7.4 Dylnniq may settle amounts with amounts that Dylnniq may claim from the Contractor. This also applies to amounts that the Contractor is due to a legal entity or company affiliated with Dylnniq.

7.5 Invoices received by Dylnniq more than six months after delivery of the goods or the date that the performance was accepted by Dylnniq, will not be accepted. The lapsing of the period cancels the entitlement of the Contractor to payment of the invoices.

7.6 In the case of prepayment, Dylnniq may require a bank guarantee that is acceptable to Dylnniq. The associated costs are for the account of the Contractor.

7.7 The Contractor must in any case clearly and concisely mention the following details on the dated and numbered invoices: If these are partly or wholly missing, then Dylnniq may defer its payment obligations:

- a. the contract number (purchase number) of Dylnniq and that of the Contractor that is related to the work;
- b. the name (legal or trade name), address and place of residence or business of Dylnniq and that of the Contractor;
- c. the work and the location(s) of execution to which the invoice applies;
- d. the period of time of the performance executed to which the invoice applies;
- e. the installment number;
- f. the name and the registration number of the implementation body where the Contractor is registered;
- g. the payroll tax number of the Contractor;

- h. the VAT identification number under which the Contractor has performed the delivery or service (if the Contractor is an entrepreneur);
- i. indication of "VAT reversed", if the "reversed charge mechanism for VAT" is applicable to the Contract, and the VAT identification number of Dylnniq.
- j. the rate applied and the amount of value added tax to be paid
- k. the bank account number of the Contractor;
- l. the wage sum;
- m. the time sheets signed by Dylnniq.

7.8 If interest is payable to Dylnniq by the Contractor, the interest due to Dylnniq will be separate and equal to the Euro Interbank Offered Rate (Euribor), plus a premium of 50 basis points. This is the single month percentage that is valid on the expiration date of the invoice. Compound interest is not reimbursed.

7.9 In the event of an installment being exceeded by Dylnniq, or the non-payment by Dylnniq of an invoice on grounds of suspected substantive incorrectness of the invoice or of ambiguity of the invoiced performance, the Contractor will not be entitled to suspend or terminate his performance.

8. Obligation to provide information, inspection

8.1 The Contractor must immediately notify Dylnniq in writing of any circumstance that could influence or hinder the fulfillment of the Contract. As a consequence of this information, Dylnniq is entitled, if necessary for the account of the Contractor, to take necessary and reasonable measures and/or to require a change to the Contract. On these grounds, Dylnniq may also wholly or partly dissolve the Contract (or have it dissolved) in or out of court. The above also applies if Dylnniq suspects similar circumstances on other reasonable grounds.

8.2 Dylnniq is entitled – but is not obliged – to inspect the manner of execution of the Contract. To this end, Dylnniq may take all possible measures that it deems fit. For instance, Dylnniq is entitled to require a monthly written progress report, to inspect the locations at which the performance is being wholly or partly executed (whether or not accompanied by experts) and/or to conduct an (accounting) audit of the bookkeeping of the Contractor (or have the same conducted).

9. Guarantee

9.1 Defects in delivered goods, in the executed activities and in the services provided that arise before the expiration of the guarantee period, must be immediately repaired by the Contractor at his own account. Unless the Contractor can provide evidence that the defects are caused by improper use, the goods having the defect must be replaced or repaired at the discretion of Dylnniq.

If it concerns activities having a defect, then the activities must be executed again for the account of the Contractor. If, within the statutory period, the delivered goods or the result of the executed work is wholly or partly destroyed or is found to be unsuitable for its intended purpose then, in the absence of proof to the contrary, this will be identified as the consequence of a defect.

9.2 If defects are found, the goods, components of goods, the results of executed activities and/or services provided in which the defect has been found will be made available to Dylnniq until the cause of the defect has been established. They will be preserved and stored in a manner and location determined by Dylnniq. If they are destroyed before the cause of the defect can be established, then that will be for the account and risk of the Contractor.

9.3 If the Contractor remains in default, then Dylnniq is entitled, in urgent cases or if the Contractor is unavailable, to (have the) replacement or repair executed, without formal notice, for the account of the Contractor. Said urgent case or unavailability will be exclusively at the discretion of Dylnniq.

9.4 As soon as the replacement or repair has been completed and has been accepted by Dylnniq, a new guarantee period will commence for said replacement or repair, which will be equal to the original guarantee period.

9.5 The guarantee period will commence at the time that the delivered goods, executed activities and/or the services provided have been accepted by Dylnniq in writing. If goods are intended to be incorporated by Dylnniq in installations or systems, then the guarantee period will commence at the time of delivery by Dylnniq of the installations or systems of which they form a part.

9.6 Without prejudice to stipulations elsewhere in this article, as regards the goods delivered and/or services provided by the Contractor, the same shall at all times provide at least an equivalent guarantee as that which Dylnniq is obliged to provide to the Principal. However, in all cases the guarantee period amounts to at least one year. The guarantee provided by the Contractor is without prejudice to the legal rights of Dylnniq due to non-conformity or hidden defects.

10. Failure, dissolution, suspension

10.1 In the event of (imminent) unlawful acts or (imminent) shortcomings in the fulfillment of the Contractor's obligations, Dylnniq is entitled to wholly or partly dissolve the Contract without any notice of default whatsoever or judicial intervention by means of a written communication to the Contractor and/or to suspend payment obligations and to wholly or partly commission the execution of the Contract to third parties, without Dylnniq being bound to pay any damages whatsoever, without prejudice to any further rights accruing to Dylnniq, including the right of Dylnniq to full payment of damages. In the event that the Order is commissioned to a third party, the Contractor shall immediately provide all assistance, that could be reasonably expected of him.

10.2 In the event of an (imminent) unlawful act or an (imminent) shortcoming in the fulfillment of the Contractor's obligations, then Dylnniq may, without being obliged to pay damages towards the Contractor,

wholly or partly suspend and/or oblige the Contractor to interrupt the execution of the Contract for the duration of a period to be determined by Dylnniq.

10.3 In cases other than those intended in paragraph 2 of this article, Dylnniq may, if it has a reasonable interest in the same, wholly or partly suspend the execution of the Contract and/or oblige the Contractor to interrupt the execution of the Contract for a period to be determined by Dylnniq. Dylnniq shall reimburse the damages, insofar as the same are reasonable, to the Contractor insofar as these are direct costs made by the Contractor arising from said interruption. Said obligation to reimbursement does not apply in the event of force majeure on the part of Dylnniq.

10.4 The Contractor is obliged to limit the damages arising from the suspension or interruption as much as possible by taking appropriate measures.

11. Termination of the Contract

11.1 Without prejudice to that stipulated elsewhere with regard to (premature) termination and without prejudice to its statutory powers in the case of dissolution and termination of the Contract, Dylnniq may dissolve the Contract (or have it dissolved) immediately (without any notice of default) in or out of court in the following cases:

a. if the Contractor, or the person who has underwritten the Contractor's obligations or provided security for the same, has requested provisional suspension of payments. The same applies if the Contractor is declared bankrupt, voluntarily or involuntarily enters into liquidation, suspends business activities, decides to wind up its business, or applies for bankruptcy or suspension of payments;

b. if there are any changes regarding the Contractor's direct or indirect shareholder(s), insofar as in the opinion of Dylnniq the same involves a substantial increase in risk;

c. if an attachment is made against the Contractor or if the Contractor's assets are threatened with attachment or other judicial measures;

d. if the Main Contract concluded between Dylnniq and the Principal is wholly or partly terminated or suspended.

11.2 If the execution of the Contract has already started, in cases other than those mentioned above, Dylnniq may dissolve the Contract (or have the same dissolved) prematurely in or out of court on payment of all costs of performance already delivered by the Contractor, plus a reasonable reimbursement. Said reasonable reimbursement amounts to a maximum of 10% of the costs. There is no room for further damages and costs suffered by the Contractor as a consequence of not completing the Contract. Dylnniq shall provide a motivation for such an out of court dissolution.

12. Intellectual and industrial property rights, rights to drawings, etc.

12.1 The Contractor guarantees that the execution and normal use of the delivered performance in the broadest sense, will not infringe any patent, copyright, trademark or other absolute right whatsoever of any third party whatsoever. The Contractor indemnifies and will fully compensate Dylnniq for all relevant claims and costs of defense of the same.

12.2 All drawings, specifications, necessities, calculations and other documents produced or other data carriers and software (including copies) used by Dylnniq or the Contractor during the execution of the Contract will be or will become the property of Dylnniq at the time of production of the same. To this end they will be immediately personalized and provided with unambiguous distinguishing marks and/or be supplied to Dylnniq at the first request. The Contractor guarantees that within the framework of the Contract, any goods used, to be delivered or delivered by him do not infringe the intellectual property rights of third parties. The Contractor indemnifies Dylnniq from all claims by third parties that are based on any (claimed) infringement of such rights and will compensate Dylnniq for all damages suffered and/or to be suffered as a consequence thereof.

12.3 If the legal transfer as intended in paragraph 2 cannot (yet) be made, the Contractor will grant Dylnniq a worldwide, exclusive and non-cancelable license with a right to license extension for any intellectual property rights related to goods produced by the Contractor. The reimbursement for said license is included in the contract price. If desired, Dylnniq may (have the) license registered in the designated registers, the Contractor will provide the necessary assistance for the same. If for the transfer of intellectual property rights as intended in paragraph 2 or the granting of a license as intended in this paragraph a deed is required or desirable, the Contractor shall provide his assistance with such a deed without reservation.

12.4 The Contractor will immediately notify Dylnniq if third parties (threaten to) infringe the intellectual property rights of Dylnniq.

12.5 The Contractor shall return to Dylnniq at the first request of Dylnniq all matters and documents mentioned in the first sentence of paragraph 2 at no cost whatsoever and sorted according to order within two weeks of receipt of said request.

13. Confidentiality

13.1 The Contractor shall keep secret the existence and the contents of the invitation to tender, quotation and/or Contract, treat the same with confidentiality, not publish the same and use the same exclusively for the execution of the Order(s) of Dylnniq. The same applies to all knowhow, data, information, drawings and suchlike, that are supplied to the Contractor in whatever form or that are produced by the Contractor within the framework of the execution of the Contract. The Contractor obliges the third parties that he has involved with the execution of the Contract to this same confidentiality in writing, and will have said third parties sign the confidentiality statements as submitted by Dylnniq. All information that has been mentioned in this article shall be immediately returned to Dylnniq at the first request in full and without costs.

13.2 The Contractor is not permitted, without prior written permission from Dylnniq, to give any form of publicity whatsoever to the execution of the Contract. The same applies to the knowhow, data, information, drawings and suchlike in whatever form. None of the same may be used or copied (or allowed to be used or copied) for other purposes than for the execution of the order(s) of Dylnniq, or for maintaining direct or indirect contact with client(s) of Dylnniq.

14. Waiver of rights

14.1 A delay or negligence in the strict observance of claiming contractual or extra-contractual obligations or of exerting any right whatsoever has no influence on the possibility of Dylnniq to as yet exert its rights. A waiver of rights by Dylnniq may only be made explicitly and in writing.

14.2. Approval, acceptance or permission granted by Dylnniq in these purchasing conditions will never imply a waiver of rights and does not release the Contractor from his obligations arising from the Contract.

15. Liability and payment of damages

15.1 The Contractor is liable for and will indemnify Dylnniq from any claim for damages arising from not, not timely or the improper fulfillment of the Contract by the Contractor or for the Contractor's violation of any other contractual or extra-contractual obligation whatsoever towards Dylnniq or third parties. For the application of this article, third parties are also understood to be Dylnniq personnel or third parties and their personnel who are directly or indirectly employed by Dylnniq. The administration of Dylnniq will be deemed to be full proof of the damages suffered by the same, subject to contrary evidence by the Contractor.

15.2 Dylnniq is entitled, but is not obliged thereto, to pay (or have them paid) all damages attributable to the Contractor and/or to repair the same (or have them repaired) immediately and for the account and risk of the Contractor. The costs thereof, if applicable increased with the litigation costs and legal aid costs that have been paid or that have become due by Dylnniq in this matter, will consequently immediately be reimbursed to Dylnniq by the Contractor and may be automatically deducted from the Contract sum by Dylnniq or be settled with payments that are due to the Contractor.

15.3 If Dylnniq is guilty of attributable failure and/or acts unlawfully towards the Contractor or is obliged to pay damages towards the Contractor on any other grounds, then Dylnniq will only be liable for the payment of damages suffered by or to be suffered by the injured party taking into consideration that stipulated elsewhere in this article.

15.4 The liability of Dylnniq for indirect damage is excluded. This includes in any case loss of profit and missed savings.

15.5 Without prejudice to stipulations elsewhere in these general terms and conditions, the liability of Dylnniq will at all times be limited to € 100,000 per incident, with a maximum of € 1,000,000 for the entire term of the Contract. Where applicable, there is no liability for damages that are not covered by the insurer(s) of Dylnniq.

15.6 The Contractor may only claim payment of his damages in the case of attributable failure and/or unlawful acts of Dylnniq if the Contractor has given Dylnniq notice of default/liability in writing and Dylnniq has not proceeded with the correct fulfillment and/or cancellation of the unlawful situation within the reasonable term stated in said communication.

15.7 Complaints concerning defects in performance delivered by Dylnniq shall, on penalty of loss of rights, be notified in writing by the Contractor to Dylnniq within two months of the defect concerned being discovered or the time at which it could reasonably have been discovered.

16. Transfer, third parties

16.1 Without the written permission from Dylnniq, the Contractor may not transfer, pledge or transfer to third parties the property rights of the Contract or any part thereof whatsoever, or rights or claims on account of the Contract. This provision refers to rights in property, as intended in art. 3:83 (2) of the Dutch Civil Code. Dylnniq shall not withhold its permission on unreasonable grounds and may attach conditions to said permission.

16.2 The Contractor represents subcontractors and/or employed third parties as if his own acts of commission or omission were concerned. The Contractor guarantees that subcontractors and third parties will adhere to these purchasing conditions and to all other specifications and provisions set for the performance that have been declared by Dylnniq to be applicable. The Contractor guarantees that on account thereof Dylnniq is also able to execute its powers with respect to said subcontractors and third parties.

16.3 None of the provisions in these purchasing conditions may be considered to have been agreed for the benefit of third parties, unless explicitly stated to the contrary.

17. Insurance

17.1 The Contractor is required to take out an insurance that is satisfactory to Dylnniq, with a minimum cover of EUR 2,500,000 per incident or, in the case of design or structural work, EUR 10,000,000 per incident, and a maximum own risk of EUR 2,500 to cover his liability and to at all times pay the premium in good time, in default of which Dylnniq will be entitled to dissolve the Contract without prejudice to the other rights held by Dylnniq, including the right to taking out its own cover with the insurance concerned and to claim the associated costs from the Contractor.

17.2 The Contractor is required to take out a primary insurance that is satisfactory to Dylnniq to cover the construction risk on the basis of All Risks (CAR/EAR insurance), to cover the sections (a) damage to the work delivered by the Contractor up to the value of said work and (b) damage to property of the client, or the client of Dylnniq, to a minimum of EUR 2,500,000 and (c) damage to tools, cabins, sheds etc. up to a minimum of EUR 50,000, with a maximum own risk of EUR 1,250 per section.

17.3 Dylnniq is entitled to require that Dylnniq is indicated as a co-insured party in the insurance policy (or policies), that the client is mentioned as beneficiary under simultaneous waiver by the insurers of the right of recourse, and also that insurers are entitled to directly compensate Dylnniq and/or its appointed third parties. At the request of Dylnniq, the Contractor is obliged to submit a copy of the insurance policy or policies and evidence that the insurance premiums have been paid.

17.4 That stipulated elsewhere in this article is without prejudice to the right of Dylnniq to set more detailed requirements towards the Contractor with respect to insurance, if its legitimate interests give cause thereto.

18. Fair entrepreneurship, anti-bribery and anti-money laundering

18.1 The Contractor shall execute his enterprise activities in an honest, ethical and legal manner, in accordance with generally accepted codes of conduct, and shall avoid unacceptable activities, including the acceptance of or acquiescence to extortion, the use of child labor, violation of human rights or the imposition of unreasonable working conditions.

18.2 The Contractor acknowledges that he is aware of and that he will adhere to the anti-bribery and anti-money laundering legislation in all countries where he has branches or is established, and in which he conducts trade, and that he has properly implemented internal policy rules in this matter. The Contractor confirms that he shall not perform or allow any actions that could give rise to violation by Dylnniq of applicable anti-bribery or anti-money laundering regulations.

18.3 The Contractor guarantees Dylnniq that he and his employees, agents, representatives, affiliated companies and persons employed by or acting on behalf of the Contractor have not been guilty, before the date of the Contract, of bribery or an attempt at bribery (for instance but not limited to having made an offer of any form of payment, gift or other form of stimulation, encouragement, reward or advantage, whether in the form of money or in the form of valuables) from Dylnniq or its employees, agents, representatives, affiliated companies or persons employed by or acting on behalf of Dylnniq, public or government officials or public servants, public international organizations, political parties, private persons or other entities, with a view to securing and/or obtaining or retaining business transactions with Dylnniq, either in connection with the Contract or otherwise.

18.4 The Contractor guarantees that the execution of the Contract does not give rise to a violation of any treaty or legal provisions in the field of international sanctions in this regard and declares that the Contractor's company complies with and will continue to comply with the relevant regulations at all times. The Contractor shall at all times make available to Dylnniq the necessary authorizations and licenses based on the abovementioned regulations in good time and in full.

18.5 The Contractor indemnifies Dylnniq against all rights, costs, payments, damages, claims, receivables, demands, requirements and losses (including direct, indirect or consequential damage, loss of profit, reputational damage and all interest, penalties, legal aid and other costs and expenses), suffered or incurred by Dylnniq, arising from or related to a violation of this article, regardless of whether the Contract has been terminated.

19. Applicable law, competent court

19.1 Dutch law applies to these purchasing conditions, as well as to the Contract(s) concluded with the Contractor. The applicability of the Vienna Sales Convention, 1980 (CISG) is excluded.

19.2 All disputes (also disputes considered as such by just one of the parties) that arise in consequence of the Contract or Contracts between the parties, shall be tried by the competent court in Utrecht, at the discretion of Dynniq, by the Arbitration Board for Construction in accordance with the Arbitration Regulations and Docket Regulations employed by said Arbitration Board. In the case of a dispute, Dynniq will make known its preference within four weeks of a request from the Contractor.

II. SPECIAL PROVISIONS RELATED TO THE DELIVERY OF GOODS

Besides the General Part (I), this chapter (II) also applies to the delivery of goods.

20. Quality and description of the goods that are to be delivered

20.1 The goods to be delivered must:

- a. as far as the quantity, description and quality is concerned, correspond with that mentioned in the Contract;
- b. in all aspects correspond with and meet the specifications declared to be applicable;
- c. be accompanied by the necessary instructions to Dynniq or its personnel, so that they can independently make use of the delivery;
- d. be produced from sound new materials and be properly executed;
- e. be suitable for the purpose for which they are intended;
- f. be produced from components and raw materials having a traceable origin;
- g. contain no asbestos or other carcinogenic substances, or in any other way be hazardous to health;
- h. be accompanied by the necessary documents, such as packing lists (guarantee or quality) certificates, attestations, drawings, instruction manuals, spare parts lists and maintenance instructions;
- i. as regards the design, the composition and the quality comply in all respects with all applicable requirements, specifications and European Directives (such as CE and EMC marking);
- j. be provided with a type, series and device number and an indication of the country of origin by means of an adequate marking originating from the manufacturer or importer. If this is not possible, the delivery's packaging shall be provided with such marking;

k. be accompanied by invoices in duplicate addressed to Dylnniq, which besides the date, invoice number and order number will also bear the name of the manufacturer and importer, as well as the type, series and device number.

21. Inspection and testing

21.1 Dylnniq is, as well as the Principal, entitled to inspect and check (or to have inspected and checked) the production or assembly of the agreed delivery at whatever location. Dylnniq is also entitled to inspect or test (or have inspected or tested) half-finished or end products before the time of delivery. Inspection or testing does not release the Contractor from providing a guarantee or relieve him of his responsibility. The other obligations arising from the Contract also remain in force.

21.2 The costs connected with the inspection and testing will be for the account of the Contractor.

21.3 In the case of rejection of the delivered goods, Dylnniq will immediately notify the Contractor of the same. The Contractor shall consequently – at the discretion of Dylnniq – immediately repair or replace the delivered goods.

22. Packaging, transportation, storage, installation

22.1 The Contractor is responsible for an adequate, as far as possible environmentally safe, packaging of the goods to be delivered;

22.2 The Contractor is responsible for the removal or processing, on his own account, of packaging, dirt, waste and excess material insofar as the same originates from or is related to the delivery of goods or the execution of activities pursuant to the Contract. In this respect, the Contractor will observe the relevant applicable rules and regulations in force at the time of removal and/or processing.

22.3 The costs of packaging, transportation, storage, insurance and installation of goods, including the goods made available by Dylnniq, will be for the account of the Contractor. Insofar as Dylnniq has incurred these costs, the Contractor will pay the same direct to Dylnniq.

22.4 If the goods are ready for delivery, but Dylnniq cannot be reasonably considered to be able to accept delivery of the same at the agreed time, then the Contractor will hold back the delivery separately and recognizably as destined for Dylnniq. The Contractor shall secure the delivery and take all necessary measures in order to prevent quality deterioration, until the goods have been delivered. Dylnniq shall reimburse costs incurred by the Contractor insofar as the same are reasonable and demonstrable.

23. Transfer of ownership and risk

23.1 The risk of the goods to be delivered will only be transferred from the Contractor to Dylnniq after approval by Dylnniq after delivery. The ownership of the goods to be produced or to be delivered will be transferred to Dylnniq at the time of (actual) delivery. If Dylnniq makes prepayments, the ownership of the goods will be from the time of manufacture. The Contractor shall at the earliest opportunity individualize the goods by means of unique characteristics as being goods belonging to Dylnniq. The Contractor guarantees that full and unencumbered ownership is transferred.

23.2 Goods that have been submitted by Dylnniq to the Contractor for repair, processing or adaptation will, for the duration of said repair, processing or adaptation be for the risk of the Contractor. The Contractor waives his rights of retention for these goods for the benefit of Dylnniq.

24. Liability of and indemnification by the Contractor

24.1 The Contractor is liable for the payment of all costs and damages – including personal injuries and financial losses – that are caused by a defect in the delivered goods and/or the tools or materials used during the execution. This also applies if the damages or costs have been caused by any careless actions whatsoever by the Contractor, his subordinates or third parties that have been employed in the execution of the Contract.

24.2 The Contractor shall fully indemnify Dylnniq and/or the Principal from the liability intended in paragraph 1.

III. PROVISION FOR THE DELIVERY OF SERVICES, THE EXECUTION OF ORDERS AND ACCEPTANCE OF WORK

Besides the General Part (I), this chapter (III) also applies to the delivery of services, the execution of orders and the acceptance of work.

25. Provision of data

25.1 At the first request prior to the Contract and for the term of the execution of the same, the Contractor shall make available to Dylnniq all documents that Dylnniq could reasonably require, including for instance:

- a. a current summary from the register of the Chamber of Commerce - not older than six months;
- b. a photocopy of the G-account (blocked account) agreement;
- c. a photocopy of a valid proof of registration with a business association;
- d. a recent entry in the Special Register of the Subcontractors Registration Association (Vereniging Registratie Onderaannemers), if available;
- e. a recent entry in n the register of the Financial Supervision Foundation (Stichting Financieel Toezicht);
- f. a payment history report regarding Payroll taxes (employee insurance contributions, national insurance contributions, income-related healthcare insurance contribution and income tax) issued by the Tax Administration – not older than three months;
- g. a photocopy of the applicable SCC certificate;
- h. a photocopy of the NEN 4400 certification, if available;
- i. a declaration of independent contractor status (until May 01, 2016).;
- j. other fiscal, insurance and other documents, the disposition of which may be in the reasonable interests of Dylnniq.

26. Operation plan

26.1 At the request of Dylnniq, the Contractor must submit an operation plan. This contains inter alia the times of commencement and completion of the sequential parts of the activities and the staffing manpower. If it has been agreed that Dylnniq will provide equipment, then said provision will also be mentioned in the operation plan. After approval by Dylnniq, the operation plan forms a part of the Contract.

26.2 For the duration of the execution, Dylnniq is entitled to make changes to the operation plan. The consequences of such changes shall be arranged in all reasonableness by Dylnniq and the Contractor.

26.3 The Contractor shall periodically, in accordance with the requirements of Dylnniq, report on the progress of the activities and all aspects related thereto.

27. Contractor's personnel

27.1 The Contractor is obliged to identify his employees to Dylnniq. The following details are required: name, forename(s), address, date and place of birth, nationality, fiscal number, number and nature of identification. A copy of the identity document and (if applicable) the residence permit and work permit must also be supplied. The Contractor shall indemnify Dylnniq against any claims of the employees or third parties mentioned in connection with the supply and use by Dylnniq of the abovementioned details.

27.2 The Contractor is responsible for the daily management and supervision of the execution of the activities. The number of qualified and skilled supervisors made available by the Contractor for this purpose must correspond with the scope and nature of the activities and the requirements set by Dylnniq. Supervisors must master the Dutch language, unless agreed otherwise.

27.3 The Contractor guarantees that the services to be supplied by the employees will be executed in an expert and professional manner. The employees comply with and will continue to comply with the agreed qualities regarding training, expertise and experience.

27.4 The Contractor will provide the employees with sound tools and appropriate personal protection equipment.

27.5 The Contractor will temporarily or permanently replace employees only on an incidental basis and only after prior approval from Dylnniq. Dylnniq shall not withhold its permission on unreasonable grounds. Dylnniq may attach conditions to its permission. In the case of the replacement of employees, paragraph 1 will apply.

27.6 Dylnniq and the Contractor may agree on a trial period for employees. If during the trial period it is established that employees do not execute the work to the satisfaction of Dylnniq, then the Contractor must immediately replace said employees. No extra costs may be claimed from Dylnniq for the same.

27.7 If it is established that employees do not possess the necessary qualifications or expertise, then the Contractor shall, at the first request of Dylnniq, immediately replace said employees by other employees who do meet the set requirements. The same applies to employees who do not adhere to the applicable specifications or who misbehave in another manner. No costs may be claimed from Dylnniq for the replacement of employees.

27.8 The activities will be carried out in accordance with the working hours and codes of conduct applicable to Dylnniq at that time. The Contractor must encourage the employees to observe the same.

27.9 Extra costs as a consequence of the necessity of working outside normal working hours in order to be able to meet the delivery date mentioned in the Contract will be for the account of the Contractor, unless agreed otherwise in writing.

27.10 Dylnniq is authorized to regularly count employees on the work. The Contractor shall provide every assistance herein. The Contractor must also provide all assistance required to (other) reasonable administrative arrangements taken by or to be taken by Dylnniq for monitoring the staffing manpower on the work or for the activities. For instance, the Contractor may be requested to provide a daily overview of the personnel planning on the work area, divided into all the work in execution with the Contractor. Dylnniq may also request the Contractor to supply time sheets per employee signed by Dylnniq.

27.11 Dylnniq may optionally offer (subordinate or non-subordinate) employees of the Contractor an (employment) agreement, after working for at least 1000 hours (for a field-service function) or 1500 hours (for a back office function), or three months after termination of the Order, in which case the Contractor shall not impose any restrictions on the employee of whatever form that could prevent an (employment) agreement from being concluded with Dylnniq.

28. Safety, health, welfare and the environment

28.1 The Contractor is responsible for the welfare, safety and health and proper environmental conditions on the work. The Contractor must adhere to the applicable legal provisions, standards and locally applicable safety and environmental regulations.

28.2 The materials, equipment and tools used by the Contractor (such as hoisting and lifting gear, climbing and scaffolding material), must at least comply with the legal requirements and be in a perfect state of maintenance. This will be partly at the discretion of Dylnniq and will be subject to the rules set by Dylnniq and/or the Principal.

28.3 Employees who, in the opinion of Dylnniq, behave in an unsafe manner on the work, must be removed from the work at the first request. The Contractor must ensure that these employees are immediately replaced, without costs being charged to Dylnniq.

28.4 Dylnniq is entitled, on the establishment of an unsafe situation caused by the Contractor, to suspend the activities. In this case Dylnniq is not obliged to pay damages and such delay cannot be grounds for force majeure on the part of the Contractor.

29. Delivery, acceptance, commissioning, risk

29.1 Unless stipulated otherwise in the Contract, it holds that the delivery or acceptance will have taken place if Dylnniq has accepted the executed work in writing. Acceptation is without prejudice to the rights of Dylnniq on grounds of the Contract.

29.2 Dylnniq is entitled to take the work, or a part thereof, into use before it has been completed, or to allow the same. Taking the work, or a part thereof, into use will not be considered to have been a delivery or acceptance. If as a result of taking into use more is required of the Contractor than is reasonable, then the consequences of the same will be arranged in all reasonableness. The work will remain for the risk of the Contractor until the time of delivery. This means that he will have to ensure replacement or repair in the case of loss of or damage to the work.

29.3 The risk of the goods to be delivered will only be transferred from the Contractor to Dylnniq on the delivery of the work of which the delivery forms a part. The ownership of the goods will be transferred to Dylnniq at the time of (actual) delivery. If Dylnniq expects prepayments, the ownership of the goods will be from the time of manufacture. The Contractor shall at that time immediately individualize the goods as belonging to Dylnniq. The Contractor guarantees that full and unencumbered ownership is transferred.

29.4 Goods that have been submitted by Dylnniq to the Contractor for repair, processing or adaptation will, for the duration of said repair, processing or adaptation be for the risk of the Contractor. The Contractor waives his right of retention for the benefit of Dylnniq with respect to these goods and/or the work.

30. Subcontracting, involvement of third parties

30.1 Without the written permission of Dylnniq, the Contractor shall not (a) subcontract or (b) hire or involve third parties for the Contract or any part thereof. An exception is that part of a Contract for which subcontracting or involving third parties has been mentioned in the Contract or specifications. Third parties include inter alia: 'Self-employed Without Employees' (ZZP), director-major shareholders, subcontractors and temporary employment agencies. If there is written permission from Dylnniq, then the Contractor will include the same risk-limitation measures in his agreement with the third party or parties as are included in these purchasing conditions and the Contract with Dylnniq.

30.2 The permission as intended in paragraph 1 of this article does not imply that any obligation arising from the Contract is canceled.

31. Materials, equipment, components, attestations, drawings and similar matters made available by Dylnniq

31.1 Materials, equipment, components, attestations, drawings and similar matters that Dylnniq has made available to the Contractor for the execution of the Contract will remain the property of Dylnniq. For this reason they must be marked and individualized in a for third parties recognizable manner by the Contractor. After execution if the Contract they shall be returned in good condition.

31.2 The matters mentioned in paragraph 1 will be for the risk of the Contractor until such time as said matters have been returned to Dylnniq. The Contractor is obliged to properly maintain these matters.

31.3 The Contractor shall insure all matters that he receives from Dylnniq in connection with the Contract at his own cost and on the usual conditions against risks of whole or partial loss or damage as a consequence of fire, theft and vandalism.

31.4 On receipt of the matters intended in this article, the Contractor must check whether these correspond with the specifications. They must also be provided with unambiguous characteristics demonstrating that they are the property of Dylnniq. Unless the Contractor has made written notification thereof within seven days of receipt, Dylnniq assumes that the matters mentioned in this article are in good condition and have been made available in conformity with the specifications required by the Contractor.

32. Liability of Subcontractors Act (Wet Ketenaansprakelijkheid)

32.1 The Contractor shall comply with the legal obligations for the payment of Payroll taxes to his employees.

32.2 The Contractor indemnifies Dylnniq against any claim of the Tax Authority for Payroll taxes that are due for his employees. This also includes interest, penalties and costs (also those for legal aid) with respect to fighting a possible liability.

32.3 Without prejudice to paragraphs 1 and 2, the Contractor must conduct an administration such that the wage sum can be established per project. Dylnniq is entitled at all times to audit said administration. The Contractor shall mention the actual wage costs on each invoice.

32.4 Dylnniq may pay the Payroll tax that is related to the work for which the Contractor is jointly and severally liable on grounds of the Liability of Subcontractors Act, to the Contractor by payment of the same on his blocked account in the sense of the Liability of Subcontractors Act *the G-account). Dylnniq may also pay the Payroll tax directly to the Tax Authority. In the latter case, Dylnniq will no longer have an obligation of payment to the Contractor.

32.5 Unless agreed otherwise, Dylnniq shall pay 45% of the wage component – if this is unknown, 45% of the invoice amount – directly. The amount will be paid into the account of the Tax Authority concerned or on the Contractor's G-account.

32.6 Dylnniq may change this percentage if it is established that the agreed percentage does not correspond with the Payroll tax actually due by the Contractor.

32.7 A direct payment or a G-account payment discharges from further payment in that case.

32.8 If the reversed charge mechanism for VAT is applicable to the Contract, then the Contractor shall mention 'reversed charge' on each invoice as well as the VAT number of Dylnniq.

IV. SPECIAL PROVISIONS FOR THE PROVISION OF MANPOWER

Besides the General Part (I), the Special Provisions of chapter (III) and this chapter (IV) also apply to the provision of manpower.

33.1 The Contractor must, as far as is necessary, have a permit for providing manpower and, where necessary, must comply with the requirements as laid down in the Netherlands Posting of Workers by Intermediaries Act (Waadi).

33.2 Employees that are deployed are obliged to carry a valid identification and (if applicable) a valid residence permit or residence document. The Contractor will ensure that employees for whom a work permit is required submit to Dylnniq a copy of the work permit before commencement of the activities.

33.3 The Contractor shall at all times adhere to the Labor Act for Aliens (WAV). Dylnniq is entitled to submit WAV penalties to the Contractor or to claim damages suffered by Dylnniq as a consequence of the fact that the Contractor has not complied with the WAV or does not comply with the same.

34. Personal protection equipment and hand tools

34.1 The Contractor must provide employees with safety spectacles and shoes, and sound hand tools.

34.2 If necessary, Dylnniq will make available to employees a safety helmet and working clothes with the Dylnniq logo. The Contractor must ensure that the employees also actually wear said protective equipment. The Contractor's employees are not allowed to wear working clothes of competitors of Dylnniq.

34.3 The protective equipment mentioned in paragraph 2 must be returned within a week of termination of the activities to a designated Dylnniq employee. Dylnniq is entitled to deduct an amount of € 250.- (or more in proportion to the actual amount of damages) from the Contractor's final invoice for each set of protective equipment that is not returned.

35. Time registration

35.1 The Contractor is obliged to provide all assistance required to (other) reasonable administrative arrangements taken by or to be taken by Dylnniq for monitoring the staffing manpower on the work or for the activities signed by Dylnniq. Such as time sheets per employee.

36. Invoicing and payment

36.1 Invoices must comply with the Dutch Turnover Tax Act (Wet op de Omzetbelasting), 1968. The Contractor shall in any case clearly and concisely mention the following details on the dated and numbered invoices:

- the purchase number of Dynniq and that of the Contractor that is related to the work;
- the work and the location(s) of execution to which the invoice applies;
- the period of time of the performance executed to which the invoice applies;
- the wage costs;
- the time sheets signed by Dynniq.

36.2 In the case of hiring personnel, the Contractor must indemnify Dynniq against any claim from the Tax Authority for VAT due.

36.3 In the case of hiring personnel the full invoiced VAT amount may be directly paid into the account of the Tax Authority or on the Contractor's G-account.

36.4 A direct payment or a G-account payment discharges from further payment in that case.

37. Termination of the Contract/giving notice to personnel

37.1 Dynniq is entitled to prematurely terminate the Contract for the provision of manpower with due observance of a period of notice of 7 calendar days, without becoming liable to pay damages as a result. Said period of notice does not apply if observance thereof by Dynniq cannot be reasonably expected of it on account of compelling reasons (for instance on account of termination of the agreement between Dynniq and its Principal).

Deposited with the Chamber of Commerce at Woerden on April 14, 2016 under number 31006154