

Article 1 Definitions

Unless the context clearly proves otherwise, the following terms will have the following meanings in these General Purchase Conditions:

- Sweco: Sweco Nederland Holding B.V., as well as all companies established in the Netherlands of which at least 50% (fifty percent) of the issued shares or voting rights are directly or indirectly held or exercised by Sweco Nederland Holding B.V., among which Sweco Nederland B.V.
- Other Party: the party with which Sweco enters into an Agreement.
- Agreement: the written arrangements between Sweco and the Other Party with regard to the Performance.
- Performance: the transfer of any goods, the creation of a work, the provision of a service or the execution of an assignment.
- Client: the Client of Sweco for whose benefit Sweco enters directly or indirectly into a contract with the Other Party.
- General Purchase Conditions: these General Purchase Conditions of Sweco.

Article 2 Formation of the Agreement and Applicability of the Conditions

- Unless otherwise agreed upon in writing, all offers of the Other Party will be valid for 60 days from the date on which the offer is received by Sweco.
- Requests for a quote by Sweco are free of obligation. The Agreement will only be formed through written acceptance by Sweco.
- Unless expressly agreed otherwise, the Other Party will bear the costs it has to incur for the purpose of forming the Agreement.
- Amendment or expansion of the Agreement and the Performance will require the express written consent of Sweco.
- The General Purchase Conditions apply to every offer of the Other Party and to any Agreement that is formed as a result of Sweco accepting an offer. The applicability of the Other Party's general terms and conditions is expressly rejected.
- In the event that Sweco acts as the immediate representative of the Client, any reference in these General Purchase Conditions to Sweco as a party should be understood to mean the Client as the party.
- Insofar as Sweco acts as an immediate representative as referred to in the preceding sentence, it will be authorised to exercise the Client's rights towards the Other Party on the Client's behalf.

Article 3 Obligations of the Other Party

- The Other Party is obliged to immediately inform Sweco in writing of any failures in the performance of the Agreement.
- The Other Party will apply a quality system that resembles or is equal to ISO 9001 and ISO 14001.
- Insofar as this is necessary in the opinion of Sweco, it will be authorised to test the delivered goods before accepting them. The Other Party will facilitate Sweco free of charge so that the tests deemed necessary can be carried out.
- If and insofar as computer software delivered by the Other Party has not been specifically developed for the benefit of Sweco, the Other Party will – at its own expense and at the request of and for the benefit of Sweco – place the source code of the computer programs that are relevant to upgrading and maintaining the computer software in escrow with a reliable and solid custodian (escrow agent).
- At the request of Sweco, the Other Party will report its scope-1 (direct) and scope-2 (indirect) CO2 emissions annually to Sweco in accordance with ISO 14064 and/or the GHG protocol.
- The Performance is to be delivered without hiring any foreign nationals who do not have a valid work and/or residence permit. The Other Party indemnifies Sweco against any and all fines and/or other penalties imposed on Sweco by or on behalf of the Health and Safety Inspectorate or any other competent authority on account of an alleged or observed violation of the Foreign Nationals (Employment) Act or any similar laws and/or regulations by the Other Party. The Other Party also indemnifies Sweco against any and all costs, including the costs of legal assistance, that Sweco is forced to incur on account of the fines and/or other penalties imposed on Sweco or on account of any investigations into Sweco launched by or on behalf of the Health and Safety Inspectorate or any other competent authority under the Foreign Nationals (Employment) Act on account of any alleged or observed violations by the Other Party.
- The Other Party is responsible for the health and safety (V&G) of its own staff.
- The Other Party is obliged to comply with the H&S requirements included in the Agreement or stipulated by Sweco.
- If Sweco and/or Sweco's Client requests compliance with the Manual Safety Ladder (*Handboek Veiligheidsladder*), then, at the request of Sweco, the Other Party will supply the requested information, such as incident registration (IF rate), and also assist in obtaining the requested or additional information at least once a year.

Article 4 Terms of Employment

- The Other Party will carry out the Performance in compliance with the applicable laws and regulations on the terms of employment and the collective agreement that apply to its staff.
- The Other Party will lay down all agreements regarding the terms of employment for the purpose of carrying out the Performance in a clear and accessible manner.
- On request, the Other Party will immediately grant the competent authorities access to the agreements on the terms of employment and cooperate in checks, audits or wage validation.
- On request, the Other Party will grant Sweco access to the agreements on the terms of employment referred to in paragraph 3 if Sweco deems this necessary for the purpose of preventing of handling a claim for wages for the performance of the Performance.
- The Other Party will be liable for any and all loss or damage that Sweco suffers as a result of claims from third parties under Section 7:616 a and/or b of the Dutch Civil Code.
- The Other Party indemnifies Sweco against any claims referred to in paragraph 5.
- The Other Party will impose all the obligations ensuing from the previous paragraphs on all parties with which it enters into contracts for the performance of the Performance and stipulate that these parties also impose all the aforementioned obligations on all parties with which they in turn enter into contracts for the performance of the Performance.

Article 5 Code of Conduct and Corporate Social Responsibility

- The Other Party agrees to comply with all relevant laws and regulations that apply to the Other Party at the time it carries out the Agreement. When carrying out the Agreement, the Other Party will also at all times comply with Sweco's Code of Conduct for business partners and CSR Policy. The most recent versions of these documents are available on <https://www.swecogroup.com/business-partner-portal/>.
- The Other Party is responsible for ensuring that its staff and all parties and third parties that the Other Party involves in the performance of the Agreement comply with the Code of conduct and CSR Policy.
- If the Other Party is in breach of Sweco's Code of Conduct, its CSR Policy or the applicable laws and regulations, Sweco may terminate the Agreement immediately out of court by registered letter without sending any demand or giving notice of default. The Other Party will be charged for any loss suffered or costs incurred in relation to such cancellation and the Client will be informed of the circumstances which have resulted in such cancellation.

Article 6 Information security and privacy

- The Other Party will apply an information security system that complies with the baseline level of information security as determined in Sweco's information security policy. Insofar as this is necessary for the performance of the Agreement, the Other Party will apply an information security system that resembles or is equal to ISO 27001.
- The Other Party will take the required and effective security measures to comply with Sweco's information security policy and, if applicable, to comply with the applicable laws and regulations concerning privacy and data protection, including the General Data Protection Regulation (*Algemene Verordening Gegevensbescherming (AVG)*). If personal data will be exchanged during the performance of the Agreement, the required arrangements for processing of personal data will be laid down in a written Agreement based on the Sweco Data Processing Agreement.
- The Other Party warrants that all third parties engaged by the Other Party will comply with the security measures referred to in the preceding paragraph, or at least that all third parties engaged by the Other Party will take the required security measures with an equivalent or higher level of security and shall comply with these security measures. The Other Party will also stipulate that all third parties engaged by the Other Party will impose full compliance of the aforementioned security measures on all parties with which they in turn will engage or involve in the performance of the Agreement.

Article 7 Performance

- Insofar as it consists of the delivery of goods, the Performance will take place DDP (Delivery Duty Paid), in accordance with the Incoterms 2010, at the agreed location and at the agreed time of delivery.
- The date agreed upon for the completion of the Performance is a deadline, which means that in the event that this date is exceeded, the Other Party will be in default without notice of default being required.
- The Other Party will pack the goods carefully, thoroughly and in an environmentally friendly manner. Sweco has the right to return packaging to the supplier at the expense and risk of the Other Party.

Article 8 Prices and Payment

- Prices and rates are fixed for the duration of the Agreement, and stated in euros excluding VAT, but including all other taxes, levies, processing and execution costs etc.
- In any event invoices must have: (1) mention of the purchase number, (2) the project number, (3) the name of the applicant within Sweco and, if applicable, (4) the time sheets.
- Payments will be made within 60 days of receipt of the Other Party's invoice (or within 30 days if pursuant to Section 6:119a (6) of the Dutch Civil Code, the maximum term is 30 days), provided they are specified in accordance with article 7 paragraph 2, and Sweco's approval of the Performance. Payment of invoices will be suspended as long as these do not meet the requirements set out in paragraphs 2 and 3 of this article.
- At the request of Sweco, the Other Party will provide an itemised budget of the total tender amount, and will cooperate in an examination of this budget by a registered accountant. The costs of this examination will be borne in full by the Other Party if the amounts charged prove to be incorrect.
- At the request of Sweco, the Other Party will provide an adequate bank guarantee of a bank institution that is acceptable in the opinion of Sweco in order to guarantee the performance of the obligations arising from the Agreement.
- The Other Party is not allowed to offset any amounts it owes Sweco against any amounts Sweco owes the Other Party, or to suspend the delivery of its Performance.
- Where appropriate, Sweco will have the right to be discharged from all its obligations by making a payment to a guarantee account of the Other Party.

Article 9 Additional Costs

- Additional costs (other than those that can be characterised as an amendment or expansion of the Agreement and the Performance as referred to in Article 2 paragraph 4) can only be charged if:
 - the Other Party immediately informs Sweco of the nature, content and necessity of the cost-increasing circumstances, and prior written permission has been received from Sweco for additional work and the expenses involved.
- In the event that it does not wish to accept the additional costs, Sweco will be entitled to terminate the Agreement.

Article 10 Warranty

- The Other Party guarantees that the Performance will be in accordance with the Agreement, and will meet the statutory requirements and other government regulations, as well as the requirements set within the sector terms of, for example, safety & health and quality.
- If the Performance concerns the delivery of any goods or the creation of a work, the Other Party will, without prejudice to its statutory obligations in this regard and, if applicable, its obligation to pay compensation, in any case remedy any defects free of charge for 12 months after this Performance is delivered, unless the Other Party can demonstrate that these defects are caused by normal wear and tear or improper use.

Article 11 Completion of the Performance

The Performance will have been delivered if:

- Sweco has received a completion statement from the Other Party and has signed this within 28 days. If Sweco does not react to the statement within 14 days, the Other Party will send Sweco a written reminder. If Sweco continues to fail to respond for another 14 days, the parties will consider the assignment completed on the 14th day after receipt of the reminder.

- The Other Party informs Sweco in writing, by fax or by email that it has fulfilled its obligations and Sweco does not object to this in writing within 28 days of receipt of this notice.
- In the event that, in the Agreement, the parties have expressly agreed upon objectively measurable acceptance criteria: when an acceptance test has been carried out at the request of Sweco and the parties have established that these criteria have been met.
- The parties agree upon this in writing.

Article 12 Indemnification, Insurance, with Appendices

- The Other Party will indemnify Sweco and the Client against claims of any nature and content that third parties may acquire against Sweco or the Client in connection with the fulfilment by the Other Party of its obligations under the Agreement.
- The Other Party will take out sufficient insurance against its liabilities towards Sweco and third parties. If any motorised building equipment (such as excavators) is used, the Other Party must in any case insure these materials in accordance with the stipulations of the Dutch Civil Liability Insurance (Motor Vehicles) Act (*Wet Aansprakelijkheid Motorrijtuigen*), which includes a primary cover for the Client and/or its advisor, as well as a cover for loss or damage caused by directional errors and cable and wire damage. If the Other Party does not fulfil the aforementioned obligation in full, it will be liable for all loss or damage that would have been covered by the insurance if the Other Party had fulfilled its insurance obligation.
- The reasonable term as referred to in Sections 6:89 and 7:23 of the Dutch Civil Code within which Sweco has to submit a complaint with regard to a defect in the Performance is set at six months after Sweco could reasonably have been expected to have been aware of the defect.
- The term of prescription of the right of action under the Agreement will be set at five years after the inception of the right of action, regardless of how the Agreement should be qualified and regardless of the nature of the Performance.

Article 13 Penalty

- In the event of full or partial late performance, Sweco will be entitled to a penalty, to be paid by the Other Party, of 1% of the total value of the Performance for every week of delay, to a maximum of 10% of the value. This penalty serves as an incentive for timely performance. Sweco expressly reserves the right to full statutory compensation.

Article 14 Intellectual Property

- Sweco acquires the intellectual property of the images, drawings, calculations and advice provided and produced by the Other Party, even if these have been produced by a third party, whether or not on the instruction of the Other Party, unless the parties agree otherwise in writing. The Other Party will see to acquisition of these rights from third parties itself.
- In the event that the Other Party creates or develops computer programs, equipment, models or (other) software-related products for the benefit of Sweco, the intellectual property rights will accrue to Sweco. Insofar as this is necessary, the Other Party hereby transfers these rights to Sweco. The Agreement will be considered a deed of transfer of title within the meaning of Section 3:95 of the Dutch Civil Code. If further formalities need to be fulfilled for such a transfer, the Other Party is obliged to cooperate in these formalities immediately and unconditionally. In all other cases, the Other Party irrevocably authorises Sweco to use the products referred to in this paragraph for the intended purpose.

Article 15 Confidentiality

- The Other Party will maintain confidentiality with regard to all details related to the Agreement that by their nature should be considered confidential. It will not use or copy this information, unless this is required for the Performance of the Agreement between Sweco and the Other Party or for the objective of the Agreement. All information regarding clients of Sweco as well as the security measures referred to in Article 6 must in any case be considered to be confidential, unless this information is public in nature.
- This duty of confidentiality will continue to apply for a period of 5 (five) years following the termination of the legal relationship through delivery of the Performance and the payment therefor.

Article 16 Termination of the Agreement in Extraordinary Circumstances

- Sweco will be authorised to terminate the Agreement in full or in part, with immediate effect and without notice of default being required, if:
 - the Other Party is granted a moratorium, whether or not provisionally, a petition for bankruptcy is filed for the Other Party, the Other Party is declared bankrupt, or the Other Party is would up or terminated other than for the purpose of reconstruction or a merger of companies,
 - there is a change in the ownership structure or control of the Other Party.

Article 17 Transfer

- The Other Party is not allowed to – for whatever reason – assign, pledge or, under any title, transfer the claims arising from the Agreement without prior written permission from Sweco.
- Sweco will be authorised to have its obligations under the Agreement taken over within the meaning of Section 6:155 of the Dutch Civil Code by other companies that are part of the Sweco Group. By entering into this Agreement, the Other Party will be deemed to give its permission as referred to in Section 6:156 of the Dutch Civil Code in advance.

Article 18 Applicable Law and Disputes

- The legal relationship to which these conditions apply is subject to Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.
- Any disputes arising from this legal relationship will be exclusively brought before the competent court in Utrecht, without prejudice to Sweco's authority to have the dispute settled through arbitration by the Arbitration Board for the Building Industry in the Netherlands (*Raad van Arbitrage voor de Bouwbedrijven in Nederland*) in accordance with the articles of association of the Arbitration Board, as they apply 3 months before the day the contract is awarded.

Conditions that only apply in addition to the above in the event of contracting or sub-contracting of work or a sub-instruction

Article 18 Addition in the Event of Contracting or Sub-contracting of Work or a Sub-instruction

- If the Agreement has the character of a building contract within the meaning of Section 7:750 of the Dutch Civil Code, the UAV 2012 (Uniform Administrative Provisions for the Execution of Works 2012 – *Uniforme Administratieve Voorwaarden voor de Uitvoering van Werken 2012*) will apply to the legal relationship as well, with the exception of Article 47 of the UAV 2012. The text stated in paragraph 2(b)(12) of the UAV 2012 is deleted and replaced by: 'which could not reasonably have been detected by management upon delivery of the work as referred to in section 9(2) and of which'.
- In the event of contracting or sub-contracting of work or sub-instruction, the legal relationship will be governed by the following, in the following order of priority:
 - the text of the Agreement;
 - in the event of sub-contracting of work or sub-instruction: the stipulations, which includes general terms and conditions, as agreed upon between Sweco and the Client and attached to this Agreement;
 - the UAV 2012 (with the exception of Section 47 of the UAV 2012 and the amendment to Section 12 of the UAV 2012);
 - these General Purchase Conditions.
- In the event that Sweco acts as the immediate representative of the Client, these General Purchase Conditions will apply to the Agreement in the order referred to in the preceding paragraph.
- When creating a work of a material nature, the Other Party will deliver the Performance in accordance with the quality requirements of KOMO, KIWA and KEMA, in the respective fields in which these apply.

Article 20 Obligations of the Other Party with regard to Wage Payments in the event of Sub-contracting of Work

- In the event of sub-contracting of work, the Other Party's responsibilities will include the following:
 - upon request, showing sufficient evidence of a valid registration with an industrial insurance board;
 - upon request, handing over a good (payroll) administration of all the employees deployed by it from week to week for the purposes of the work;
 - upon request, allowing inspection of the payroll statements;
 - upon request, providing an original declaration of a good payment record from the Tax and Customs Administration that is no more than three months old, as referred to within the compass of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (*Wet Ketenaansprakelijkheid*).
- The Other Party must have a guarantee account. Sweco is authorised to pay the national insurance contributions and wage tax owed by the Other Party in connection with the work to the Other Party through transfer to the Other Party's frozen account within the meaning of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act.
- Where appropriate, Sweco has the right to transfer that portion of the contract sum that pertains to the wage tax and national insurance premiums owed for the employees of the Other Party directly to the Tax and Customs Administration and the relevant Industrial Insurance Board.
- In the event that Sweco is held liable for taxes and premiums that have not been paid by the Other Party or the subcontractors that are next in line, Sweco may recover the full amount paid by Sweco from the Other Party. Sweco's claim will be increased by the statutory interest under Sections 6:119a and 6:120(2) of the Dutch Civil Code, to be calculated from the moment Sweco pays these taxes and/or premiums.