

GENERAL TERMS AND CONDITIONS OF PURCHASE AND TERMS OF (SUB)CONTRACTING

General terms and conditions of purchase and terms of (sub)contracting of Holmatro Rescue Equipment B.V., Holmatro Hydraulic Solutions B.V., Holmatro B.V., all with their registered office in Raamsdonksveer (hereinafter jointly and collectively referred to as “**Holmatro**”).

Clause 1: Applicability and definitions

1. These General Conditions of Purchase and terms of (sub)contracting (the “**Terms and Conditions of Purchase**”) apply to all offers, quotations, orders, Agreements and other juridical acts between Holmatro and the legal entity that makes an offer to Holmatro, submits a quotation and/or with which Holmatro places an order and/or with which Holmatro concludes an Agreement (the “**Contractor**”).
2. In these Terms and Conditions of Purchase, the term “**Agreement**” refers to any agreement for the sale and delivery of Goods by the Contractor to Holmatro.
3. In the Terms and Conditions of Purchase, the term “**Work**” refers to the provision of services and/or the contracting of work by the Contractor.
4. In the Terms and Conditions of Purchase, the term “**Goods**” refers to the items that the Contractor sells and supplies to Holmatro.
1. Where the Contractor engages in the contracting of work, Clauses 25 et seq. will apply in addition to the general Clauses 1 up to and including 24 of the Terms and Conditions of Purchase.
2. Any deviations from the Terms and Conditions of Purchase will only apply if they have been confirmed in writing between Holmatro and the Contractor.
3. In the event of any conflict between the terms of an Agreement and these general terms and conditions, the provisions of the Agreement prevail.
4. Holmatro expressly rejects the applicability of any general terms and conditions of the Contractor.

Clause 2: Conclusion of an Agreement

1. An Agreement is concluded by means of a written confirmation by Holmatro of the Contractor's offer, or by means of a written order from Holmatro.
2. If the Agreement relates to the supply of software, including SaaS solutions, the parties are required to draw up a Service Level Agreement (“**SLA**”). The SLA forms part of the Agreement. In the event of any conflict between the terms of the SLA and the terms of the Agreement and/or these general terms and conditions, the provisions of the SLA will prevail.
3. Offers cannot be withdrawn unless Holmatro gives its written consent.
4. Holmatro will not reimburse any costs associated with the preparation of offers or quotations, including the costs of advice, drawings and similar work carried out by or on behalf of the Contractor.
5. The Contractor will ensure that all correspondence with Holmatro, including but not limited to the order confirmation, the invoice and the packing list, always includes the references used by Holmatro, such as item numbers, order numbers and the order date.

Clause 3: Prices

1. The prices stated in the offer are based on delivery as referred to in Clause 5(1) of these Terms and Conditions of Purchase.
2. All prices are in euros, fixed, exclusive of VAT and inclusive of proper packaging.
3. The agreed price is fixed and includes all costs; it is not subject to any indexation or automatic increase, nor is it dependent on any market or raw material prices. The Contractor will continue to bear any increase in cost-determining factors that occurred after the Agreement was concluded, regardless of the time that passed between the concluding of the Agreement and its performance.
4. If prices are affected by foreign exchange rates, the exchange rate risk will be borne by the Contractor.

Clause 4: Delivery times and penalties

1. The agreed delivery period or performance period is a deadline. If the Contractor exceeds the delivery period or performance period, it will be in default by operation of law. As soon as the Contractor knows or ought to know that the Agreement will not be performed, will not be performed on time or will not be performed properly, it will immediately notify Holmatro in writing. The Contractor will inform Holmatro of the cause and the expected duration of the delay and will consult with Holmatro to find a suitable solution.
2. If the Contractor fails to fulfil the obligations set out in paragraph 1 of this Clause, the Contractor will owe Holmatro an immediately payable penalty. During the first week (or part thereof) of the delay, this penalty will amount to five percent (5%) of the value of the delayed order, and during the following weeks this will be ten percent (10%) of the order value. Holmatro reserves the right to cancel the order if the delivery time is exceeded by more than three weeks.
3. Imposing, collecting or setting off this penalty will not affect Holmatro's right to performance, compensation, suspension and termination.

Clause 5: Delivery and transfer of risk

1. Delivery of the Goods will be made in accordance with the Incoterm specified in the order or in the written confirmation of the offer.
2. The risk and title will transfer fully and unconditionally upon delivery of the Goods to the agreed place of delivery and upon their inspection and acceptance by Holmatro.

Clause 6: Packaging

1. The Contractor must pack the Goods in an efficient, safe and careful manner, taking into account the nature of the Goods, the intended mode of transport and the destination. At Holmatro's reasonable request, the Contractor will mark the Goods. The Contractor will be liable for any harm caused by, or in any way related to, defective packaging. If substances are supplied that are hazardous to the environment, the Contractor must provide Holmatro with the necessary information regarding the composition and properties of these substances and ensure that they are properly packaged.
2. Upon delivery, the Contractor will in any event ensure that the following documents are provided with the Goods: a packing list in accordance with Holmatro's order, stating the item numbers and/or codes used by Holmatro, any certificates, manuals and any inspection certificates relating to the Goods.

Clause 7: Inspection

1. Holmatro will at all times have the right, but will never be obliged, to carry out or arrange for an inspection of the Contractor's manufacturing process and/or the Goods, either before or during the manufacture of the Goods by the Contractor, by one or more of its employees or by a third party or parties designated by it. If and to the extent that the aforementioned employees of Holmatro and/or the third party or parties designated by Holmatro establish during the inspection that, at Holmatro's sole discretion, the manufacturing process and/or Goods are not being carried out and/or manufactured correctly by the Contractor and/or in accordance with the other agreed specifications, Holmatro will be entitled to give the Contractor reasonable instructions to enable the Contractor, during the manufacture of the Goods, to correctly comply with the Agreement. The Contractor must act on the aforementioned reasonable instructions without delay; such instructions will not affect the agreed delivery time for the Goods.
2. In all cases where Holmatro wishes to exercise its right of inspection, the Contractor will cooperate reasonably and grant Holmatro and its employees, or any third party or parties designated by Holmatro, access to all areas where the manufacturing process is carried out and/or where the Goods are located.
3. The costs of the inspection referred to in paragraph 1 of this Clause will be borne by Holmatro, unless expressly agreed otherwise between the Parties. Inspection or acceptance does not discharge the Contractor from any warranty or liability that may arise from these Terms and Conditions of Purchase, the Agreement or the law.

Clause 8: Rejection

1. If the Goods delivered or the Work performed by the Contractor do not comply with the Agreement, Holmatro will be entitled to reject them. The receipt of the Goods or payment for the Goods or the Work does not constitute acceptance thereof.
2. If Holmatro rejects the delivered Goods and/or the Work performed, the Contractor will be obliged, within a reasonable period to be determined by Holmatro, at Holmatro's discretion, to either:
 - ensure that the delivered Goods are repaired free of charge; or
 - ensure that the Goods are replaced free of charge.
3. Returns will be at the Contractor's risk and expense and on an Ex-Works basis.
4. If the Contractor fails to fulfil its obligation referred to in paragraph 2 of this Clause, or fails to do so within the specified term or to Holmatro's satisfaction, Holmatro will be entitled, at the Contractor's expense, to carry out the work referred to in paragraph 2 of this Clause itself or to have it carried out by a third party. Holmatro is entitled to set off the costs incurred against the Contractor's invoice.
5. Without prejudice to the provisions of paragraphs 2 and 3 of this Clause, Holmatro reserves the right to claim compensation and/or to dissolve the Agreement in whole or in part. Holmatro is not liable for any loss incurred by the Contractor as a result of rejection.

Clause 9: Intellectual property rights

1. "Intellectual property rights" are understood to mean, among other things, copyrights, database rights, design rights, trademark rights, patents, topographies, or the right to acquire these Intellectual Property Rights through an application, a deposit, a registration or otherwise.
2. Intellectual Property Rights to the Work include all Intellectual Property Rights to the Work, the performance to be rendered, the Goods and the resources such as drawings, models, moulds, dies and tools, created in the course or for the purposes of the performance of the Agreement.

3. All intellectual property rights to the Work are vested in Holmatro. Holmatro is regarded as the author, designer or inventor of the Works produced under the Agreement. Holmatro therefore has the exclusive right to apply for a patent, trademark or model. If the performance consists (in part) of existing Intellectual Property Rights, the Contractor will, as far as possible, assign these rights to Holmatro and will, at Holmatro's first request, immediately carry out any additional steps required for the transfer.
4. Holmatro will not owe any compensation to the Contractor for the transfer of the Intellectual Property Rights to the Work.
5. The Contractor warrants that the Goods to be supplied by it to Holmatro and the work to be performed do not infringe any third party rights, including Intellectual Property Rights.
6. The Contractor will indemnify Holmatro against all claims relating to the infringement of third party rights.

Clause 10: Computer software data, source code and user licence

1. The Contractor is responsible for the careful and proper maintenance and security of all software environments involved in the Work. Among other things, the Contractor must ensure that updates and upgrades to the frameworks, libraries and development tools used are implemented in a timely manner, and must take all necessary measures to secure the data provided by Holmatro and to ensure its confidentiality. The Contractor will make continuous efforts to identify vulnerabilities and take appropriate measures to prevent security incidents.
2. In case of the supply of Software-as-a-Service (SaaS) solutions, all data entered, generated and/or stored by or on behalf of Holmatro will remain the property of Holmatro at all times. The Contractor will process this data solely in accordance with Holmatro's instructions and will not assert any ownership rights, rights of use or any other claims in respect of this data.
3. The Contractor will, at Holmatro's first request, return to Holmatro or destroy all data belonging to it, without retaining any copies and without retaining access to the data. If and to the extent that the retention of data is required by law, this obligation will not apply.
4. If the performance to be rendered by the Contractor consists in part of the supply of computer software and/or firmware developed specifically for Holmatro, the Contractor will transfer the source code to Holmatro.
5. If the performance to be rendered by the Contractor consists of the supply of computer software and/or firmware that has not been developed specifically for Holmatro, Holmatro will be granted a non-exclusive, worldwide, transferable and perpetual licence to use that part of the computer software and/or firmware for the purposes of the normal use and proper functioning of the Good.
6. Holmatro is permitted to transfer the licence or to grant a sublicense. If Holmatro sells the Good to a third party, the licence will automatically pass to the acquirer of the Good.
7. Holmatro will not be liable to pay the Contractor any additional compensation, in addition to the price specified in Clause 3, for the acquisition of the source code referred to in the fourth paragraph of this Clause or the user licence referred to in the fifth paragraph of this Clause.

Clause 11: Confidentiality and non-solicitation clause

1. All information provided to the Contractor by or on behalf of Holmatro within the framework of one or more Agreements (such as models, design data, images, drawings, know-how and other documents, etc.), of whatever nature and in whatever form, is confidential and will not be used by the Contractor for any purpose other than the performance of the Agreement.

2. The Contractor will treat the information referred to in paragraph 1 of this Clause as confidential and will not disclose or reproduce it without Holmatro's written consent.
3. The Contractor will also impose the duty of confidentiality referred to in this Clause on its staff and on any third parties engaged by it who have access to the confidential information provided.
4. For a period of one year following the termination of the last Agreement, the Contractor will not, in any way, directly or indirectly, provide quotations or make offers to Holmatro's customers and/or business contacts relating to Goods or services that are identical or similar to the Goods and/or Work provided to Holmatro.
5. The Contractor is prohibited from mentioning or using Holmatro's trademark, trade name or Goods for reference and/or advertising purposes without Holmatro's written consent.

Clause 12: Penalty

1. In the event of a violation of the provisions of Clause 10(1) or Clause 11, the Contractor will be liable to pay an immediately payable penalty of EUR 25,000 for each violation, plus an additional EUR 2,000 for each day that the violation continues.

Clause 13: Materials to be processed

1. All materials of Holmatro that it makes available to the Contractor for processing will remain the property of Holmatro under all circumstances.
2. The materials of Holmatro referred to in paragraph 1 and any copies made thereof must be made available or returned to Holmatro upon the first request, insofar as this is reasonably possible with a view to the manufacturing process.
3. The Contractor will use the materials of Holmatro as described in paragraph 1 solely for the purpose of carrying out deliveries and work on behalf of Holmatro and will not show them to any third parties, unless Holmatro has given its express written consent to do so.
4. The Contractor undertakes to keep the materials provided by Holmatro as described in paragraph 1, on Holmatro's behalf, in good order and clearly separated and identifiable as Holmatro's property. The Contractor will bear the risk of loss, damage, fire, explosion and theft of Holmatro's materials as described in paragraph 1 and will be obliged to take out insurance against this risk at its own expense. Upon Holmatro's first request to that effect, the Contractor will assign all rights against the insurers concerned in this regard to Holmatro.
5. If Holmatro wishes to exercise the property rights described in paragraph 4 of this Clause, the Contractor will at all times grant the necessary access and cooperation to Holmatro, or to a third party designated by Holmatro.
6. In the event of attachment, provisional or definitive suspension of payments, or bankruptcy, the Contractor will immediately inform the bailiff imposing the attachment, the administrator or the bankruptcy trustee of Holmatro's property or other rights.

Clause 14: Resources

1. All resources, such as drawings, models, moulds, dies and tools, that Holmatro makes available to the Contractor for the performance of an Agreement or which the Contractor has specially developed, or had such be specially developed by a third party in the context of the Agreement with Holmatro, will under all circumstances remain or become Holmatro's property.

2. All resources and any copies made thereof must be made available or returned to Holmatro by the Contractor upon Holmatro's first request.
3. For as long as the Contractor is in possession of the resources, the Contractor must mark these with an indelible identifier that shows that they are the property of Holmatro. The Contractor will inform third parties that wish to make use of these resources of Holmatro's right of ownership.
4. Without prejudice to the provisions of Clause 19 of these Terms and Conditions of Purchase, the Contractor will use the resources referred to in this Clause only for the performance of deliveries and work for the benefit of Holmatro and will not show these to third parties, unless Holmatro has given explicit written permission for such. The Contractor bears the risk of loss, disappearance, destruction or damage and is obliged to insure against this risk at its own expense.

Clause 15: Insurance

1. The Contractor will ensure that any liability it may have to Holmatro is covered by adequate insurance. . Upon Holmatro's first request, the Contractor will provide copies of the relevant policy and proof of premium payment.

Clause 16: Termination

1. Holmatro is entitled at any time to terminate or cancel the Agreement with immediate effect, subject to payment of compensation amounting to the costs actually incurred by the Contractor and a reasonable profit margin. The Contractor bears the burden of proof regarding costs incurred and a reasonable profit margin.
2. If the Contractor has been declared bankrupt or has filed for bankruptcy, or if the Contractor has applied for or been granted a suspension of payments, or if the Contractor has discontinued or liquidated its business, a significant part of the Contractor's assets is subject to attachment, or the Contractor transfers its business to third parties, Holmatro will be entitled to terminate all agreements with immediate effect without being liable for any compensation.
3. If the Contractor fails to properly fulfil any obligation arising from any Agreement within a specified period or otherwise in a timely manner, the Contractor will be in default and Holmatro will be entitled, without notice of default or judicial intervention:

(a) to suspend performance of its obligations under the Agreement and the agreements directly related thereto until the Contractor has made the delivery; and/or

(b) to dissolve the Agreement and directly related contracts in whole or in part;

all this without prejudice to Holmatro's other rights under any Agreement with the Contractor whatsoever and without Holmatro being liable for any compensation.

4. Upon termination of an Agreement, all claims Holmatro has against the Contractor will become immediately due and payable in full.

Clause 17: Warranties

1. The Contractor warrants the proper performance of the agreed work for a period of 24 (twenty-four) months following delivery.

2. If the Goods or the Work delivered or completed have not been put into use within 12 (twelve) months of delivery or completion, the warranty will apply for a period of 18 (eighteen) months from the date of commencement of use.
3. If the agreed work has not been performed properly, the Contractor will immediately still properly perform the work, in which respect Holmatro will opt for either repair or replacement, regardless of any other rights that accrue to Holmatro by law.
4. The Contractor will bear all costs associated with repairing the defect or replacing the Goods and/or the Work. This also includes the costs of commissioning the Goods and/or the Work after the aforementioned repair or replacement. If the Goods and/or the Work is/are part of a larger object, the Contractor will also bear the costs of the consumption of that larger object.
5. If the Contractor remains in default of performing its warranty obligation, Holmatro will be entitled, at the Contractor's expense, to perform the work carried out under the guarantee itself or to have such be performed by third parties.
6. Following the replacement or repair of Goods or a redo of the performance of (part of) the Work, a new warranty period of 24 (twenty-four) months will commence.

Clause 18: Payment conditions

1. Unless agreed otherwise, payment must be made within 60 days after the invoice date.
2. In the event of payment in advance or payment in instalments, Holmatro is entitled to require the Contractor to provide, at Holmatro's discretion, sufficient security to ensure performance. If the Contractor fails to comply with this within the specified time limit, it will immediately be in default. In such a case, Holmatro will be entitled to dissolve the Agreement and to claim compensation from the Contractor for any loss incurred.
3. Payment does not in any way constitute a waiver of any rights.

Clause 19: No set-off or suspension by the Contractor

1. The Contractor is not entitled to set off any claims it may have against Holmatro or to suspend the performance of its obligations.

Clause 20: Assignment of rights and obligations

1. Holmatro is allowed to assign the rights and obligations described in any Agreement with the Contractor to third parties. In the event that Holmatro's obligations are transferred, Holmatro must notify the Contractor of this in advance.
2. The Contractor is not entitled to assign its rights and/or obligations pursuant to an Agreement, in whole or in part, to third parties without Holmatro's prior written consent. Any transfer, in whole or in part, of obligations with Holmatro's consent will in no way relieve the Contractor of its responsibilities.

Clause 21: Personal data

1. Insofar as the Contractor processes personal data for Holmatro within the meaning of the General Data Protection Regulation in the context of the performance of the Agreement, the Contractor warrants the application of appropriate technical and organisational measures to ensure that the processing of personal data complies with the requirements of the GDPR and that the protection of data subjects is warranted. The Contractor processes personal data exclusively on the orders of and based on written instructions of Holmatro, unless stipulated otherwise by law.

Clause 22: Corporate Social Responsibility

1. The Contractor must comply with the applicable statutory provisions and regulations relating to environmental protection, health and safety at work, the treatment of employees and the protection of human rights. Furthermore, the Contractor will comply with the requirements of the United Nations Global Compact (www.unglobalcompact.org) and ensure that its subcontractors comply with such. These relate primarily to the protection of universal human rights, the elimination of forced labour and the abolition of child labour, the elimination of discrimination in employment and occupation, and environmental responsibility. In order to minimise adverse effects on human health and the environment, the Contractor must implement and further develop an environmental management system that is in accordance with or equivalent to ISO 14001.
2. The Contractor must respond within a reasonable period of time and in accordance with the required formalities to any queries from Holmatro regarding compliance, corporate social responsibility and sustainability within the supply chain. In the event of a suspected breach of the obligations under Clauses 21.1 and 22.1, the Contractor must immediately investigate any possible breaches and inform Holmatro of the nature and extent of the breach and the investigative measures taken. In so far as relevant, the Contractor will provide Holmatro with the details of any subcontractors involved in the breach. If the suspicion of a breach proves to be well-founded, the Contractor will inform Holmatro within a reasonable period of the measures it has taken within its organisation to mitigate the consequences of the breach and prevent future breaches. If the Contractor fails to fulfil these obligations, or fails to do so within a reasonable period, Holmatro reserves the right to terminate any current agreements with immediate effect.
3. In the event that the Contractor seriously violates the applicable laws and regulations relating to Corporate Social Responsibility and/or violations of Clauses 21.1 and 22.1, Holmatro also reserves the right to terminate current Agreements if the Contractor fails to remedy the violation within a reasonable period set by Holmatro.

Clause 23: Applicable law and competent court

1. These terms and conditions and all Agreements are governed by Dutch law.
2. The U.N. Convention on Contracts for the International Sale of Goods (CISG) does not apply.
3. Any disputes between Holmatro and the Contractor will be heard exclusively by the District Court of Zeeland-West-Brabant, Breda location.

Clause 24: Filing of the Terms and Conditions

1. The Terms and Conditions of Purchase are filed at the offices of the Chamber of Commerce and Industry in the Netherlands.

(Sub)contracting work/services

Clause 25: Injunction on further subcontracting and hiring of personnel

1. Without Holmatro's prior written consent, the Contractor may not subcontract the Work, or any part thereof, to third parties.
2. Any outsourcing of the Work, or parts thereof, with Holmatro's consent, will in no way relieve the Contractor of its responsibilities and liability under the Agreement.

Clause 26: Vicarious liability regarding subcontracting

1. Where vicarious liability for payroll taxes applies in the case of subcontracting, the Contractor will comply with all obligations arising from the law, including obligations to pay social insurance contributions and payroll tax.
2. At Holmatro's first request, the Contractor will provide access to the original documents demonstrating that the Contractor has complied with the obligations referred to in paragraph 1 of this Clause. Holmatro is entitled to make copies of these documents and to keep them on file.
3. Furthermore, the Contractor is required to hold a guarantee account (G account) and, at Holmatro's first request, to provide Holmatro with a copy of the original G account agreement.
4. Holmatro will at all times be entitled to pay the agreed portion of an invoice amount to the Contractor by transferring it to the Contractor's current account. If no portion has been agreed in advance, Holmatro will determine itself what portion of the invoice amounts it will pay into the G account. Any payment made by Holmatro into the G account will be deemed to be a payment in full in respect of the Contractor.
5. The Contractor is obliged to provide Holmatro with a new, original statement regarding the payment history issued by the Tax and Customs Administration every four (4) weeks.
6. The subcontractor is required to provide the following details in writing, prior to the commencement of the work, for all employees to be deployed (whether directly or indirectly):
 - a. Name, address and city;
 - b. Date of birth;
 - c. Dutch Citizen Service Number (BSN);
 - d. Nationality;
 - e. Type of identity document, number and term of validity;
 - f. Where applicable: the provision of an A1 certificate, a residence permit, a work permit and online registration with the Ministry of Social Affairs and Employment.
7. All employees to be deployed by the Contractor – that is, all persons deployed to carry out work – must carry an original and valid identity document and, where applicable, residence permits, work permits and A1 certificates with them prior to and during the work, for the purposes of checks to be carried out by Holmatro. Holmatro is authorised to deny any worker who does not meet these requirements access to the site where the work is being carried out, or to remove such a worker from the site. The Contractor will be liable for any loss resulting therefrom.
8. The Contractor must organise its records in such a way that the following documents or data can be retrieved immediately or almost immediately:
 - the Agreement or its contents on the basis of which it rendered the performance to Holmatro;
 - the details regarding the performance of that Agreement, including a record of the names of the persons who carried out the Work and the days and hours during which those persons carried out work;
 - the payments made in connection with the aforementioned Agreement.
9. In the event of the Contractor's bankruptcy, Holmatro is entitled to suspend its payment obligations until Holmatro has received a statement from the Tax and Customs Administration indicating whether, and to

what extent, it is liable for any unpaid payroll taxes and VAT owed by the Contractor. Holmatro may deduct the amount it is required to pay to the Tax and Customs Administration from any sum it may still owe the Contractor.

10. The Contractor is obliged, at Holmatro's first request, to immediately provide all information that Holmatro deems necessary for its records or those of its client(s).
11. The Contractor will be liable towards Holmatro and will indemnify Holmatro against all loss, costs and claims by third parties arising from or in connection with the Contractor's failure to comply with the obligations set out in this Clause.
12. If, at any time, Holmatro has had to pay social insurance contributions and/or payroll tax owed by the Contractor or any subcontractor(s) acting on its behalf, Holmatro will be entitled to recover the full amount paid from the Contractor.

Clause 27: Invoicing

1. The invoices of the Contractor must meet the requirements provided in Article 35a of the Turnover Tax Act 1968. In addition, the Contractor must state the following clearly and concisely on the invoices:
 - a. the date of issue;
 - b. a sequential number, based on one or more series, which uniquely identifies the invoice;
 - c. the name and address of Holmatro;
 - d. the name and address of the Contractor;
 - e. whether or not the reverse-charge mechanism applies to the turnover tax and, if it does, the amount of turnover tax;
 - f. the Contractor's VAT identification number;
 - g. Holmatro's VAT registration number, if the VAT liability has been reversed to Holmatro.
 - h. the invoice amounts, broken down by rate and then further broken down into unit price and any discounts applied.
 - i. The reference number or identifier, if any, of the Agreement in respect of which the Contractor has rendered the invoiced performance;
 - j. The period during which that performance was rendered;
 - k. The description or reference of the Work to which the payment relates;
 - l. If applicable: the number of the Contractor's G account;
 - m. the amount of labour costs and (separately) the percentage of payroll tax on the wage amount.
2. Where payment based on hours worked has been agreed, the Contractor will enclose a breakdown of the hours worked with each invoice. With regard to deployed employees, the breakdown must include at least the initials, surname and date of birth of these employees, as well as the days and hours during which they carried out work. The Contractor must also provide a document showing that it is entitled to payment, such as a signed site manager's statement.
3. Holmatro will only pay invoices once it has approved the Work or the part of the Work to which a payment instalment relates, and provided that the invoices also meet the requirements set out in this Clause.

Clause 28: Hiring of personnel by the Contractor

1. If the Contractor hires personnel on a temporary basis for the performance of the Work, it is obliged to ensure that such personnel comply with all applicable legal requirements, including, but not limited to, the Placement of Personnel by Intermediaries Act (Waadi), the Working Hours Act, the Foreign Nationals (Employment) Act and relevant CBA provisions.
2. The Contractor will indemnify Holmatro against all claims relating to terms and conditions of employment, payment of wages, social security contributions or taxes in respect of the temporary personnel.

3. The Contractor will ensure that the temporary employees are registered correctly and in a timely manner in accordance with the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act, and will fully indemnify Holmatro against any claims in this regard.
4. The Contractor may only hire personnel from a temporary employment agency that complies with NEN 4400-1 or NEN 4400-2 and is listed in the register of the Labour Standards Foundation (SNA).
5. The Contractor is obliged to agree with the temporary employment agency that said agency must state the following on invoices:
 - The number or reference of the Agreement to which the invoice relates;
 - The period or periods to which the invoice relates;
 - The description or reference of the Work to which the invoice relates.

Clause 29: Indemnification regarding payroll tax and VAT

1. The Contractor will indemnify Holmatro against any claims made by the Tax and Customs Administration or the Employee Insurance Agency UWV in connection with:
 - a. payroll tax and social security contributions not paid by Holmatro.
 - b. payroll taxes (payroll tax and social insurance contributions) and VAT not paid by the Contractor;
 - c. payroll taxes not remitted by all parties to whom (parts of) the Work have been subcontracted;
 - d. payroll taxes and VAT not remitted by all parties from whom personnel have been borrowed for the performance of (parts of) the Work.
2. In particular, the Contractor will, upon Holmatro's first written request, immediately reimburse Holmatro for the following costs by transferring the amount to the bank account number specified by Holmatro:
 - a. All of Holmatro's legal costs relating to legal measures taken by the competent authorities against Holmatro, insofar as those legal measures relate to the provisions of paragraph 1 of this Clause;
 - b. All other costs associated with legal measures as described at (a), including court fees and expert fees;
 - c. The costs of any sums which Holmatro may be ordered to pay to the competent authority in connection with the provisions of paragraph 1 of this Clause and in respect of which the judgment may be enforced.
 - d. Any other costs relating to the matters referred to in paragraph 1 of this Clause and that are borne by Holmatro.
3. Holmatro is authorised to set off the amounts which the Contractor is required to pay to it pursuant to paragraphs 1 and 2 of this Clause against any amounts it still owes the Contractor for whatever reason.

Clause 30: Vicarious liability for wages (Labour Market Fraud (Bogus Schemes) Act)

1. The Contractor is obliged to:
 - a. comply with the applicable laws and regulations and any relevant collective bargaining agreement when carrying out the Work.
 - b. record all terms and conditions of employment relating to the performance of the Work in a clear and accessible manner.
 - c. provide the relevant authorities with access to these terms and conditions of employment upon request and to cooperate with inspections, audits or wage verification.
 - d. provide Holmatro with access to said terms and conditions of employment upon request, should Holmatro deem this necessary in connection with the prevention or handling of a claim for wages relating to work performed in the course of the Work.
2. If the Contractor breaches the obligations set out in this Clause, Holmatro will be entitled – following notice of default – to dissolve the Agreement in whole or in part.

3. The Contractor will indemnify Holmatro against any claims by employees under Articles 7:616a and 7:616b DCC for failure to pay the wages due.
4. In the event that the Contractor subcontracts (parts of) the Work, it is obliged to impose the obligations referred to in paragraph 1 of this Clause on the party to whom (parts of) the Work is/are subcontracted and to make a provision that the third party engaged must incorporate these obligations in full into any agreements it enters into for the purpose of carrying out (parts of) the Work.

Clause 31: Structuring of the Work

1. The Contractor is obliged to only follow orders and instructions given by Holmatro.
2. Holmatro has the authority to deny the Contractor's workers access to the Work or to remove them (or have them removed), for example on grounds of unsuitability, disturbance, misconduct, etc., without being liable to pay any compensation for any loss incurred by the Contractor as a result.
3. The working hours and rest periods at the workplace, as well as any rest days, holidays, days of leave or other days off recognised generally or at the workplace, prescribed by the government or under a CBA, will also apply to the Contractor and its workers carrying out work. Holmatro will not be liable for any loss incurred by the Contractor as a result of this. The same applies if, due to a strike or other causes at Holmatro or at third parties, the Contractor's services cannot be utilised.
4. Unless otherwise agreed, the Contractor must ensure that a designated foreman is present on site from the start of the work until completion, with whom both organisational and technical arrangements can be made. His name must be known to the persons or bodies designated by Holmatro.
5. The Contractor must provide its employees with the appropriate personal protective equipment and ensure that it is used correctly. All costs arising from this will be borne by the Contractor.
6. The Contractor must ensure that staffing levels are such that the performance of the work is fully aligned with the schedule set by Holmatro and must be such that other work is not held up. Should Holmatro amend the schedule or progress, the Contractor will be obliged to adapt accordingly. Changes to staffing levels are only permitted with Holmatro's consent.
7. If the Contractor is co-insured under a CAR policy held by Holmatro or its client(s) and loss is caused by the Contractor, the Contractor must reimburse Holmatro for the excess, any loss not covered by the policy and the costs incurred.
8. The Contractor is obliged to ensure that any equipment that can be classified as a motor vehicle (equipment subject to the Civil Liability Insurance (Motor Vehicles) Act) is adequately insured. The occupational risk must also be insured. In addition, the Contractor must also have taken out adequate insurance to cover the risk of loss caused by or in connection with the use of other equipment deployed by the Contractor.
9. With regard to cables, pipes and other third-party property, whether above or below ground, the Contractor remains obliged at all times to ensure that their location is known. The Contractor must notify Holmatro immediately of any damage.
10. The necessary equipment, such as scaffolding, aerial work platforms, lifting equipment and small equipment including hand tools, measuring equipment, mobile scaffolding, ladders and step ladders, etc., will be provided by the Contractor and is included in the total price.
11. If work is to be carried out on or in relation to parts of the Works that have already been completed, such as plastered walls, tiling, paintwork, etc., the Contractor must take protective measures to prevent damage and/or soiling. Any damage and/or soiling discovered after or during the work will be deemed to have been caused by the Contractor.

12. Upon completion of the Work, the Contractor must hand over the site in a clean and tidy condition and leave the construction site clean.

Clause 32: Work permits

1. The Contractor has an obligation to strictly comply with the provisions of the Foreign Nationals (Employment) Act. The Contractor will ensure that the Work is carried out exclusively by persons who hold all the necessary documents and permits and, in particular, but not solely, the required work permits or combined residence and work permits.
2. The Contractor will indemnify Holmatro against all claims by third parties, including, for example, fines imposed by the Social Affairs and Employment Inspectorate arising from any breach by the Contractor of the provisions set out in paragraph 1 of this Clause.
3. If an administrative fine is imposed on Holmatro due to its failure to comply, whether with malicious intent or through gross negligence, with its obligations under the Foreign Nationals (Employment) Act, Holmatro may not, in deviation from paragraph 2 of this Clause, recover this fine from the Contractor.

Clause 33: Permits and safety measures

1. The Contractor will arrange for any permits and safety measures required in relation to the deliveries to be made and the performance of the Work they have taken on.