



## GENERAL PURCHASE CONDITIONS OF ROYAL EIJKELKAMP B.V.

### 1. Definition

**Royal Eijkelkamp:** Royal Eijkelkamp B.V., Eijkelkamp Soil & Water B.V., Eijkelkamp SonicSampDrill B.V. or Eijkelkamp Geopoint Soil Solutions B.V., all established in Giesbeek, as the case may be and as specified in the respective purchase order.

**Contractor:** the natural or legal person who enters into a contract with Royal Eijkelkamp.

**Auxiliary Person:** a natural or legal person, including an employee of the Contractor, who is engaged by the Contractor for the execution of the contract.

**Software:** computer programs, whether or not in machine-readable form, and the accompanying documentation which is made available by the Contractor to Royal Eijkelkamp.

“Written” and “in writing” includes email.

### 2. Applicability

2.1 In the event of conflict between the provisions of the contract and these General Purchase Conditions, the provisions of the contract shall prevail.

2.2 These General Purchase Conditions apply to all requests for proposal of Royal Eijkelkamp, proposals and offers by the Contractor as well as orders, contracts, agreements and other legal relationships between the Contractor and Royal Eijkelkamp.

2.3 These conditions are available in both Dutch and English. In case of differences in interpretation, the English text shall prevail.

2.4 If one or more provisions of these General Purchase Conditions are null and void or (become) invalid, this shall not affect the validity of the remaining provisions of these General Purchase Conditions. Royal Eijkelkamp and the Contractor will then do their utmost to reach agreement on a provision that is as close as possible to the purport of the void or invalid provision.

2.5 A Contractor who has previously contracted under the current conditions accepts the applicability of these General Purchase Conditions to subsequent contracts between Contractor and Royal Eijkelkamp.

2.6 Royal Eijkelkamp may change these General Purchase Conditions. The changes shall enter into force thirty days after Royal Eijkelkamp has communicated the changes to the Contractor in writing.

2.7 The conditions of the Contractor, under whatever name, are expressly rejected.

2.8 Different and/or additional conditions and/or Contractor's own conditions, are only applicable if and when these have been accepted by Royal Eijkelkamp in writing and in that case only for the agreement in question.

### 3. Deliveries

3.1 Unless otherwise agreed in writing, deliveries are under the term of delivery "Delivered Duty Paid" (Incoterms 2020), Giesbeek, including unloading at the agreed place of delivery within the agreed period or, if Royal Eijkelkamp specifies an exact time of delivery, at that exact time.

3.2 Royal Eijkelkamp is entitled to postpone delivery. In such case, the Contractor shall properly package, separate and recognizably store, preserve, secure and insure the items. The reasonable and fair costs incurred by the Contractor hereto shall be reimbursed by Royal Eijkelkamp, but only after Royal Eijkelkamp's prior written consent.

3.3 If no items have been delivered at the agreed place, in the agreed amount or within the agreed period which corresponds to the contract, the Contractor is in default "de jure". Time is of the essence.

3.4 Unless otherwise agreed in writing, each delivery must be accompanied by a reliable specified delivery note/packing list (quoting the relevant purchase order number of Royal Eijkelkamp), and all associated documentation such as quality and warranty certificates, maintenance and instruction manuals, drawings and user guides (in any form whatsoever), as well as all required parts, auxiliary materials, accessories, tools and spare parts. Royal Eijkelkamp is entitled to use the documentation, including making multiple copies of it for personal use and training purposes, as well as to deliver and transfer the documentation to its customers.

3.5 Volume estimates provided by Royal Eijkelkamp are only intended to be useful for the planning of



the Contractor and not to force Royal Eijkelkamp to purchase. Royal Eijkelkamp does not guarantee the Contractor a minimum purchase volume, nor will amount indications bind Royal Eijkelkamp unless and to the extent the parties have expressly made written agreements about this, which are signed for agreement by both parties.

3.6 To the extent applicable to the delivery, the items must fulfil all legal and official (equipment) guidelines and EMC directives and will carry the appropriate CE mark.

#### 4. Passing of ownership

4.1 The ownership shall pass at the time of delivery, unless otherwise agreed, without prejudice to Royal Eijkelkamp's right to reject the items.

4.2 If Royal Eijkelkamp makes items and materials, such as moulds (under whatever name), raw materials, tools, drawings, specifications or software available to the Contractor for any reason, these remain the property of Royal Eijkelkamp. The Contractor shall keep these separate from objects belonging to itself or to others. The Contractor shall mark them as Royal Eijkelkamp's property.

4.3 The Contractor shall store and preserve the items and materials received from Royal Eijkelkamp, as mentioned in paragraph 2 of this Article, with due care and diligence.

4.4 At such time as materials, as mentioned in paragraph 2 of this Article, are incorporated into the Contractor's items or materials, such will then become a new item or material which will be Royal Eijkelkamp's property.

4.5 The Contractor undertakes vis-à-vis Royal Eijkelkamp to return all items Royal Eijkelkamp has made available to the Contractor, at Royal Eijkelkamp's first request and at the expense of Contractor.

#### 5. Inspection

5.1 Royal Eijkelkamp is authorized to inspect the items and to have them inspected both during the production, processing and storage, as well as after the supply and delivery. This also applies to items delivered by potential contractors or suppliers of the Contractor. Inspection of items at the business premises of the Contractor does not entail either approval, delivery or purchase.

5.2 Royal Eijkelkamp is authorized to inspect the items (and to have them inspected) within a reasonable time after arrival at the final

destination on the grounds of the agreed requirements, in particular those referred to in Article 6. The authority to inspect also applies to and during the installation, erection, assembly, commissioning or other work carried out under the contract, including within a reasonable period after the work has taken place.

5.3 The Contractor shall, insofar as this may reasonably be required by Royal Eijkelkamp, make auxiliary persons and the necessary materials, devices and tools available for the inspection for no consideration. The required energy/media made available for the inspection shall be provided for free by the party in whose business the inspection is carried out.

5.4 In case of rejection or refusal to accept, Royal Eijkelkamp shall inform the Contractor thereof in writing as soon as possible. Royal Eijkelkamp may return the rejected items to the Contractor or retain the items, for the Contractor's risk and expense, until the Contractor retrieves them, at Royal Eijkelkamp's discretion, or - if the items contain the name or logo of Royal Eijkelkamp - to destroy the items (or have them destroyed) without being obliged to pay the purchase price, all at the expense and risk of the Contractor and with the obligation of the Contractor to refund the purchase price immediately, without prejudice to the other obligations of the Contractor. Any inspection, test and acceptance clauses specifically agreed upon prevail over the provisions of this Article 5. An inspection carried out by Royal Eijkelkamp in accordance with this Article, as well as omission thereof, are without prejudice to all claims of Royal Eijkelkamp vis-à-vis the Contractor by virtue of, inter alia, whether the Contractor manifests subsequent shortcomings in its obligations.

#### 6. Fitness for purpose/warranty

6.1 Without prejudice to Article 3.6 and the obligations under the law, the Contractor warrants that all delivered items are suitable for the purpose for which they are offered or for which it has been ordered by Royal Eijkelkamp, if this purpose is communicated to the Contractor or otherwise is, or should reasonably be, known to the Contractor. In addition, the Contractor warrants that all delivered items conform to the agreed specifications and approved samples and further that the items are constructed with good workmanship, are new, of good quality and free of construction errors, manufacturing defects and faulty material and that the items and their operation satisfy all (mandatory) regulations, such as with regard to



health, safety and environmental protection in force in the country in which the items will be used, if this has been communicated to the Contractor or otherwise is, or should reasonably be, known to the Contractor.

6.2 If the contract includes installation, erection, assembly, commissioning or other work to be carried out by the Contractor, this will be done with good workmanship. The Contractor shall carry out these activities with an adequate or agreed number of people and an appropriate amount of materials, parts, tools and equipment of suitable or agreed qualifications or quality. The Contractor warrants that the work will be performed in accordance with the agreed and legal requirements and that the result desired in accordance with the contract will be achieved, both in time and in quality.

6.3 If the contract contains a warranty period, this means the period within which the Contractor in the case of the delivery of defective items and/or services shall, at the sole discretion of Royal Eijkelkamp, arrange for either the repair of the defects or re-delivery of the items and/or services or a refund, all this as specified in paragraph 5 of this Article. The foregoing applies regardless of the cause of the defect and without prejudice to the liability of the Contractor after the warranty period, all this unless and to the extent the defect in delivery is caused by an intentional act or omission by Royal Eijkelkamp.

6.4 If no warranty period is included in the contract, a warranty period of a minimum of one (1) year after receipt and acceptance and, where applicable, installation, erection, assembly, commissioning or delivery (or other work to be carried out to the items) of the items shall apply, without prejudice to the liability of the Contractor after the expiry of that period.

6.5 If Royal Eijkelkamp considers that the items and/or services do not meet the agreed requirements after delivery, Royal Eijkelkamp shall reject the items and/or services and inform the Contractor thereof in writing as soon as possible and Royal Eijkelkamp shall have the right at its sole discretion to: a. return the defective items to the Contractor (or have them returned), by which its payment obligation lapses in respect of the relevant items and/or services; or b. return the defective items to the Contractor (or have them returned) and request renewed delivery of the relevant items and/or services from the Contractor; or c. request the Contractor to repair the defective

items and/or services. The provisions of a. to c. are for the account and risk of the Contractor. Items thus rejected continue to be owned by the Contractor or the ownership will immediately pass to the Contractor at the time of dispatch of the notice of rejection and from that moment the items are again completely for the Contractor's risk.

6.6 If the Contractor does not fulfil its warranty obligations, or does not do so in good time according to Royal Eijkelkamp, Royal Eijkelkamp is entitled to require the repair, replacement or replacement service to be performed by a third party at the expense and risk of the Contractor, without a notice of default being required.

6.7 The Contractor warrants that it will be able to supply all parts for the delivered items for a further period to be agreed in the contract. If the parties have not agreed on such period, then the Contractor warrants that it will be able to supply all the parts for the delivered items for a period of at least 10 years after their delivery.

6.8 The Contractor shall notify Royal Eijkelkamp in good time in advance, in writing, in the event parts for the delivered items (or a part thereof) will be removed from the Contractor's standard portfolio or will no longer be produced.

## 7. Changes

Royal Eijkelkamp is entitled to change the size, quantity and/or quality of the ordered items. Changes shall be communicated in writing to the Contractor. If a change may affect the agreed price and/or time of delivery, the Contractor, before implementing the change, is required to notify Royal Eijkelkamp in this regard in writing as soon as possible, but no later than 8 days after notification of the requested change. The Contractor shall be deemed to have agreed to the requested change if it does not reject the change in writing within 8 days of notification, stating the reasons. After the expiry of the period specified in the preceding sentence, the Contractor vis-à-vis Royal Eijkelkamp cannot claim any price increase in connection with the changes.

## 8. Transfer of obligations

8.1 If the Contractor wishes to subcontract work to third parties, wholly or in part, this may only take place after Royal Eijkelkamp's prior written consent has been obtained.

8.2 In that case, the Contractor remains fully responsible and liable with regard to the work



performed by third parties in connection with the contract.

#### 9. Price and price revision

Prices are excluding VAT and include all costs associated with the fulfilment of the contract by the Contractor. Prices are fixed, unless the contract specifies circumstances that may lead to an adjustment of prices and the manner in which the adjustment occurs. Royal Eijkelkamp is not obliged to pay the Contractor's demands for additional payments based on misconceptions about the items to be delivered, or on any other grounds whatsoever.

#### 10. Invoicing and payment

10.1 Invoices must specify the relevant purchase order number of Royal Eijkelkamp and be sent to: [Invoices@eijkelkamp.com](mailto:Invoices@eijkelkamp.com).

10.2 Royal Eijkelkamp pays the undisputed invoice amount plus VAT, after delivery and acceptance of the items and/or services has taken place, within sixty (60) days of receipt of the relevant correct invoice.

10.3 Royal Eijkelkamp is entitled to suspend payment in the event of a failure in the performance or a defect or fault in the items or in any installation, erection, assembly, commissioning (or other work to be carried out to the items) of such items.

10.4 Royal Eijkelkamp is entitled to reduce the amount of the invoice by setting-off any amounts which the Contractor owes Royal Eijkelkamp.

10.5 Payment by Royal Eijkelkamp does not constitute a waiver of any of Royal Eijkelkamp's rights in any way.

#### 11. Confidentiality and prohibition of disclosure

11.1 The Contractor shall keep the existence, nature and content of the contract as well as any other business information concerning Royal Eijkelkamp confidential and shall not disclose anything in this regard, in whatever form, without Royal Eijkelkamp's prior written consent.

11.2 Royal Eijkelkamp's name shall not be used by the Contractor in publications, advertising or for any other purpose whatsoever, without Royal Eijkelkamp's prior written consent.

11.3 In case of violation of the provisions in this Article, an immediately payable fine is due by the Contractor to Royal Eijkelkamp without notice of

default of €10,000 per violation and €2,000 for each day that the violation continues, without prejudice to Royal Eijkelkamp's right to claim compensation for actual damages.

11.4 The obligations and the prohibition referred to in this Article shall continue after termination of the contract.

#### 12. Breach

12.1 If the Contractor does not perform in good time or fails to do so in accordance with the agreed requirements, or otherwise fails to comply with one or more of the obligations arising from the contract, it is in default and Royal Eijkelkamp, at its sole discretion and without prejudice to its other legal rights, is entitled to: a. allow the Contractor the opportunity to comply with its obligations within a period determined by Royal Eijkelkamp, or b. terminate the contract, in whole or in part, without notice of default and without judicial intervention.

12.2 Failure and the consequences thereof as described in the previous paragraph may also include the breach by the Contractor of one or more contractual obligations, which may individually possibly not amount to a fundamental breach of contract but which collectively can be regarded as such.

12.3 The provisions in paragraph 1 of this Article are without prejudice to the right of Royal Eijkelkamp to reimbursement of all costs, damage, interest and fines resulting from the defective performance of those obligations.

12.4 Royal Eijkelkamp reserves the right at all times to invoke the non-conformance of the delivered items and/or software to the contract.

#### 13. Indemnification and insurance

13.1 The Contractor indemnifies Royal Eijkelkamp against any damage resulting from negligence on the part of the Contractor or an event that is for the risk of the Contractor .

13.2 The Contractor shall indemnify Royal Eijkelkamp from any claims arising from legislation on product liability and/or product safety, if and to the extent such claims are, directly or indirectly, the result of a failure in the performance of an obligation by the Contractor or a defect in a product provided by the Contractor.

13.3 Without limiting the liability and responsibility of the Contractor , the Contractor shall take out and





maintain appropriate insurance to cover its liability and responsibility arising from the contract.

13.4 At the first request of Royal Eijkelkamp, Contractor will demonstrate that the Contractor has, at its own expense, fulfilled its obligations under the preceding paragraph of this Article .

#### 14. Intellectual and industrial property rights

14.1 If the delivery or accompanying documentation contains intellectual property rights, Royal Eijkelkamp shall obtain right of use thereof, free of charge, through a non-exclusive, freely transferable, worldwide, perpetual licence. All intellectual property rights that arise as a result of the execution of the contract by the Contractor, its personnel or third parties engaged by the Contractor for the execution of the contract, are hereby transferred to Royal Eijkelkamp by the Contractor and accepted by Royal Eijkelkamp. Upon the first claim by Royal Eijkelkamp, the Contractor is obliged to provide everything necessary for the acquisition, securing and transfer of these rights.

14.2 The Contractor shall indemnify Royal Eijkelkamp against any action by a third party or third parties which is based on the assertion that Contractor fulfilling any of its contractual obligations, a product delivered by Contractor and/or software originating from the Contractor infringes any patent, copyright, database right, right to drawings or models, trade secret or other intellectual property right, or any property right of such or other third parties. The Contractor shall indemnify Royal Eijkelkamp against any and all costs and damages which Royal Eijkelkamp or any of its affiliated companies may suffer as a result of such third party actions or claims .

#### 15. Performance and termination

15.1 If and insofar as the Contractor does not timely or properly fulfil any obligation arising from or related to the contract, Royal Eijkelkamp, at its sole discretion and without prejudice to its other legal rights, is entitled to: a. allow the Contractor the opportunity to comply with its obligations within a period determined by Royal Eijkelkamp, or b. terminate the contract, in whole or in part, without notice of default and without judicial intervention being required , by a written notice and it also has this right if the Contractor fails to fulfil the contract within the period prescribed by Royal Eijkelkamp under a. or fails to do so properly. All this is without prejudice to Royal Eijkelkamp's right , as a result of Article 13 of these General Purchase Conditions or pursuant to the law, to full compensation for all

damages and costs resulting from the failure or the non-timely or improper fulfilment of the contract by the Contractor.

15.2 Royal Eijkelkamp is entitled to terminate the contract, without any notice of default or judicial intervention being required, wholly or in part, including in the case of: a. the suspension of payments by the Contractor; or b. the bankruptcy of the Contractor or granting of statutory debt adjustment under the Debt Management (Natural Persons) Act (Wet schuldsanering natuurlijke personen); or c. seizure of (part of) the business assets or the property of the Contractor; or d. complete or partial closing down or liquidation of the business of the Contractor; or e. the Contractor or any of its employees or representatives offers any benefit or provides such benefit to a person who is part of the business of Royal Eijkelkamp or to one of Royal Eijkelkamp's employees or representatives; or f. if any circumstance occurs that causes Royal Eijkelkamp to have reasonable doubt concerning the continuity in the performance by the Contractor of its obligations to Royal Eijkelkamp; or g. the Contractor is taken over by a (market) party with whom Royal Eijkelkamp does not wish to be connected.

15.3 If the Contractor is prevented from fulfilling the contract due to force majeure for more than 30 days, or as soon as it becomes apparent that force majeure will be present for more than 30 days, Royal Eijkelkamp is entitled to terminate the contract in whole or for the non-performed part without any notice of default or judicial intervention being required.

15.4 In the event of termination of (part of) the contract by Royal Eijkelkamp, Royal Eijkelkamp is authorized to retain the delivery of the items and/or services together with the associated and appropriate materials or claim such is to be handed over and completed at the costs of the Contractor.

15.5 In the case of termination of (part of) the contract by Royal Eijkelkamp, Royal Eijkelkamp is not liable to pay any damage vis-à-vis the Contractor.

#### 16. Order, safety and environment

16.1 The Contractor and its employees as well as third parties engaged by it are obliged to observe all applicable legal, health and environmental regulations. In addition, all company rules, regulations, house rules, guidelines, instructions and standards in the field of safety, health, work



procedures and/or environment of Royal Eijkelkamp must be complied with.

16.2 The Contractor and its personnel must be aware before the start of the execution of the contract of: a) the content of the rules and regulations applicable to the site and the buildings of Royal Eijkelkamp, including with respect to safety, health and environment and behave accordingly; b) the circumstances of the site and the buildings of Royal Eijkelkamp where the work will be performed. The foregoing also applies if work is performed on third party sites.

16.3 The costs of delay in the execution of the contract caused by circumstances such as referred to above, are for the account of the Contractor.

16.4 The Contractor shall ensure that its presence and the presence of its personnel on the site and in the buildings of Royal Eijkelkamp does not hinder the smooth progress of the work of Royal Eijkelkamp.

16.5 A copy of such rules and regulations of Royal Eijkelkamp shall be made available to the Contractor at its request.

#### 17. Export administration regulations

17.1 If (American) technology has been incorporated in property which falls under the US Export Administration Regulations or under the export regulations of the UN, the EU or an EU Member State, the Contractor is obliged to make this known to Royal Eijkelkamp in accordance with the relevant provisions. Contractor will indemnify Royal Eijkelkamp for any costs arising from the failure by the Contractor to comply with the provisions in this Article.

17.2 The Contractor warrants Royal Eijkelkamp that the items to be delivered to Royal Eijkelkamp do not contain items, technology or rights (of third parties), which in the case of resale by Royal Eijkelkamp or its affiliated companies would be in breach of the US Export Administration Regulations, or of export regulations of the UN, the EU or an EU Member State, or similar existing or future regulations concerning import or export from or to any country or group of countries.

#### 18. Non-waiver

A failure by Royal Eijkelkamp to exercise a right under these General Conditions of Service or a delay thereof shall not operate as a waiver of such right. No single or partial exercise of such right by

Royal Eijkelkamp shall preclude any other, further or future exercise of such right or other rights.

#### 19. Applicable law and disputes

19.1 Only Dutch law applies to all agreements and other legal relationships to which Royal Eijkelkamp is a party.

19.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods (the 'Vienna Sales Convention 1980') is expressly excluded.

19.3 The competent court of the Gelderland District Court, hearing location Arnhem, is exclusively authorised to hear disputes relating to the contract(s) concluded between the parties, unless mandatory law dictates otherwise. Royal Eijkelkamp may also always bring the dispute before another court that is competent by law.

**Additional purchase conditions for contracts, provision of services and acceptance of work on behalf of Royal Eijkelkamp (supplement a)**

#### 20. Additional definitions

In these additional purchase conditions the terms used below are defined as follows:

**Materials:** products, raw materials or software which are processed in the material objects to be created or which are used in the execution of the work, with the exception of the equipment to be used;

**Equipment:** all tools, vehicles, items of equipment, cranes, scaffolding and parts thereof, consumables and the like used by the Contractor in the performance of the contract, but excluding products that are processed in the material objects to be created.

#### 21. Applicability of this supplement

21.1 This supplement applies to all requests for proposal, proposals, offers, orders, agreements and contracts relating to services for Royal Eijkelkamp, carrying out assignments and/or the acceptance of the Contractor's work, such as: installation work, provide training, consultancy, engineering, automation (especially so-called turnkey projects) and/or the secondment of auxiliary persons to Royal Eijkelkamp.

21.2 The General Purchase Conditions also apply. In certain cases, other supplements may also be applicable.



## 22. Auxiliary persons, equipment and materials

22.1 The auxiliary persons engaged by the Contractor in the performance of the contract will meet the special requirements imposed by Royal Eijkelkamp and, in the absence thereof, the general requirements of skill and expertise, and have a valid work permit.

22.2 If, in the opinion of Royal Eijkelkamp, the auxiliary persons are insufficiently qualified, Royal Eijkelkamp is entitled to order the removal of such auxiliary persons and the Contractor is obliged to immediately replace them, subject to the provisions of paragraph 1. Royal Eijkelkamp shall not owe costs for the work performed to replace the auxiliary person. The costs of knowledge transfer to the new auxiliary person are for the account of the Contractor.

22.3 In the case of illness, a training period longer than 4 weeks, suspension or dismissal, the Contractor will ensure adequate replacement of the auxiliary person. If the progress of the project makes earlier replacement necessary, the Contractor shall take care of the replacement at the first request of Royal Eijkelkamp.

22.4 Without prejudice to the above provisions, the Contractor shall only be entitled to replace auxiliary persons with the prior written consent of Royal Eijkelkamp. The costs of knowledge transfer to the new auxiliary person are for the account of the Contractor.

22.5 Royal Eijkelkamp shall have the authority to inspect and test all equipment and materials to be used by the Contractor in the execution of the contract and to identify personnel engaged by the Contractor for the performance of the contract.

## 23. Price and payment

23.1 Royal Eijkelkamp will only be required to pay after the delivery of the work by the Contractor to the satisfaction of Royal Eijkelkamp and/or the assignment has been performed by the Contractor to the satisfaction of Royal Eijkelkamp, in accordance with the agreed payment period and after the Contractor has demonstrated at the first request of Royal Eijkelkamp that it has paid the auxiliary persons involved in the work the amount due to them.

23.2 If no fixed price for the work and/or the assignment is agreed, the following applies. The remuneration of the work will take place retrospectively, based on the agreed upon tariffs

and subject to any maximum amount to be spent mentioned in the contract. Invoicing will take place once a month, either on the basis of hours worked by the Contractor or on the basis of approved full or half working days (one working day = 8 hours worked). The increase of an auxiliary person's salary, wages or tariffs can never give rise to a fee increase.

23.3 Royal Eijkelkamp shall only owe payment for the period during which an auxiliary person actually performed work on behalf of Royal Eijkelkamp.

23.4 Travel expenses may only be charged to Royal Eijkelkamp - at an agreed rate - if Royal Eijkelkamp gave instructions to make a specific trip. Travel time shall not be charged.

23.5 Compensation for overtime may only be charged to Royal Eijkelkamp if an auxiliary person has worked at particular times at the express request of Royal Eijkelkamp, and the Contractor and Royal Eijkelkamp have made prior arrangements about overtime compensation in writing.

## 24. Contract variations

The Contractor is only entitled to make changes or additions to the agreed work with the prior written approval of Royal Eijkelkamp.

## 25. Obligations of the contractor

25.1 If the Contractor uses auxiliary persons in the execution of the contract, the authority to give instructions and guidance to these auxiliary persons continues to be vested in the Contractor.

25.2 In principle, representatives of the Contractor are available during working hours at the work site, and during their absence their replacement and accessibility will be arranged in consultation with Royal Eijkelkamp.

25.3 The Contractor must have a valid registration certificate with the industrial association and have the required permits. At the first request of Royal Eijkelkamp, the Contractor must show the aforementioned documents.

25.4 The Contractor shall hand over to Royal Eijkelkamp at the latter's first request a document containing the name(s), first name(s), address, social security number and terms of employment of all auxiliary persons engaged by the Contractor.



25.5 The Contractor shall hand over to Royal Eijkelkamp at the latter's first request the pay slips or the man-hours remuneration of all auxiliary persons engaged by the Contractor.

25.6 The Contractor shall hand over to Royal Eijkelkamp, each time at the latter's first request, a copy of the statements regarding payments to the industrial association and the collector of direct taxes.

25.7 The Contractor shall indemnify Royal Eijkelkamp for liability vis-à-vis third parties for non-compliance by the Contractor of its obligations under the contract or pursuant to the law.

25.8 Unless Royal Eijkelkamp specifies otherwise, the Contractor shall, at its risk and expense, be responsible for removal and proper disposal of construction and demolition waste, as well as of packaging materials and packaging released during the execution of the contract, in compliance with statutory and/or other applicable rules. The Contractor has the obligation to report on the disposal of construction and demolition waste and the packaging materials and packaging released during the execution of the contract in respect of quality and quantity.

#### 26. Term of the contract

Unless otherwise agreed in writing, Royal Eijkelkamp is entitled to terminate the contract without any obligation to pay damages, subject to a reasonable notice period.

#### Additional purchase conditions for maintenance of machinery, other products and software (supplement b)

#### 27. Additional definitions

In these additional purchase conditions the terms used below are defined as follows:

**Preventive Maintenance:** maintenance that is undertaken at the times required by Royal Eijkelkamp or in accordance with a specification and frequency agreed in advance;

**Corrective Maintenance:** maintenance carried out on call for the purpose of detecting and rectifying faults and defects.

#### 28. Applicability of this supplement

28.1 This supplement applies to all requests for proposal, proposals, offers, orders, agreements and

contracts relating to maintenance to machinery, other items or software by the Contractor.

28.2 The General Purchase Conditions also apply. In certain cases, other supplements may also be applicable.

#### 29. Payment and fee for maintenance

29.1 This provision shall apply if the Contractor assumes responsibility for the maintenance of the equipment or other items it delivers or software it makes available. As long as (the maintenance of) the equipment or other items the Contractor delivers or the software has not been accepted by Royal Eijkelkamp, Royal Eijkelkamp is not liable to pay maintenance fees.

29.2 The maintenance fee which Royal Eijkelkamp owes the Contractor includes the full fee, which also includes wages, travel expenses and component and/or material costs, including consumables.

29.3 The amount to be paid by Royal Eijkelkamp for the maintenance of equipment and other items is intended to serve as consideration for the following maintenance to be performed by the Contractor:

- a. in general: maintaining the equipment and other items in a proper state;
- b. the preventive maintenance, including inspections at regular intervals and the adjusting of items and cleaning or replacing parts thereof;
- c. the repair of faults and defects and carrying out of the necessary repairs;
- d. the replacement of worn parts or parts damaged due to normal use with new parts;
- e. the maintenance of any existing system software, including the detection and repair of any defects in the standard form;
- f. the registration of and, upon request, reporting to Royal Eijkelkamp regarding the work performed;
- g. the other agreed maintenance.

29.4 The amount to be paid by Royal Eijkelkamp for the maintenance of the software is intended as consideration for the following maintenance to be performed by the Contractor:

- a. in general: ensuring the software is up-to-date;
- b. detecting and correcting any defects in the software, including the documentation; defects are considered to include all the common software errors and shortcomings, as well as all deviations ascertained through the use of the software compared with the corresponding features and functions attributed by the Contractor to the software in the documentation or publication(s).





- c. adapting the software in response to changes in the computer hardware or operating system, provided that such changes result from inevitable developments in the computer system;
- d. remedying breakdowns as soon as possible and, if necessary, applying an "emergency bypass" or other temporary adequate solutions;
- e. providing telephone support on weekdays to the contact person(s) designated by Royal Eijkelkamp;
- f. installing and documenting additions to the software which contribute to improving the quality of the software (such as, inter alia, accelerating processes, simplifying the operation, reducing the demands on the capacity of the system);
- g. archiving the software to be maintained, including the documentation;
- h. the registration of and, upon request, reporting to Royal Eijkelkamp regarding work performed;
- i. the other agreed maintenance.

29.5 The right to maintenance does not lapse if Royal Eijkelkamp decides not to make use of updates, upgrades or new releases of the software.

### 30. Term of the maintenance contract

Unless otherwise agreed in writing, Royal Eijkelkamp is entitled to terminate the contract without any obligation to pay damages, subject to a reasonable notice period.

### Additional purchase conditions for software (supplement c)

#### 31. Additional definitions

In these additional conditions the terms used below are defined as follows:

**Standard software:** software developed by the Contractor or third parties, for which the user rights are obtained, other than customized software;

**Customized software:** software created at the request of Royal Eijkelkamp, including additions to standard software.

#### 32. Applicability of this supplement

32.1 This supplement applies to all requests for proposal, proposals, offers, orders and contracts relating to the development of (customized) software and the provision of a right to use (standard) software.

32.2 The General Purchase Conditions also apply. In certain cases, other supplements may also be applicable.

### 33. Duties of the contractor

33.1 The Contractor shall make the software available to Royal Eijkelkamp ready for use, in accordance with the contract and specifications.

33.2 The Contractor is responsible for the compatibility of the software with the computer system and the system software used by Royal Eijkelkamp.

33.3 A contract in respect of customized software contains - unless otherwise agreed in writing - at a minimum:

- a. establishment, in conjunction with Royal Eijkelkamp, of the specifications of the functions (to be) included in the software;
- b. designing and writing or making available of the software on the basis of the functions referred to under a.;
- c. testing and, if necessary, correcting of the software;
- d. installing of the software on the agreed computer system by the Contractor (both in a test environment and in the final production environment);
- e. successful completing the acceptance test;
- f. training;
- g. the documents required for the use and maintenance, in digital form and hard copy.

### 34. Acceptance test

34.1 Royal Eijkelkamp is entitled to test the software after its delivery ready for use during the period specified in the contract. If no period has been agreed, a period of 20 business days shall apply.

34.2 If, during or after carrying out the acceptance test, it appears that the software has defects or does not meet the agreed upon functions or specifications, Royal Eijkelkamp shall notify the Contractor thereof. The Contractor shall, in this case, correct or repair the reported defects within a reasonable time, free of charge. If the Contractor fails to correct or repair the reported defects within a reasonable period, Royal Eijkelkamp shall be entitled to terminate the contract in whole or in part.

### 35. Warranty on software

35.1 The warranty period starts after the acceptance test has been successful according to Royal Eijkelkamp.

35.2 If it appears that the software contains faults or defects during the agreed warranty period, Royal Eijkelkamp shall notify the Contractor in writing.



35.3 The Contractor will correct or repair the aforementioned faults and defects at its own expense and assist Royal Eijkelkamp when carrying out work due to defects having to be corrected or repaired (again), within a reasonable time and free of charge.

35.4 Faults and defects are considered to include all the common software errors and shortcomings, as well as all deviations ascertained through the use of the software compared with the corresponding features and functions attributed by the Contractor to the software in the documentation or publication(s).

35.5 If the Contractor according to Royal Eijkelkamp demonstrates that the cause of the faults or defects referred to in paragraphs 2 to 4 of this Article lies with Royal Eijkelkamp, Royal Eijkelkamp shall pay the costs of correction or repair.

35.6 Royal Eijkelkamp is entitled to terminate the agreement - and any maintenance agreement concluded - in whole or in part if the faults or defects in the software described above are not remedied by the Contractor within a reasonable period after Royal Eijkelkamp has notified the Contractor to do so.

### 36. Ownership of customized software

36.1 The Contractor shall transfer the ownership rights and intellectual property rights with regard to customized software to Royal Eijkelkamp in advance, which transfer is hereby accepted by Royal Eijkelkamp. The Contractor waives the right to object to changes to the customized software. The transfer will include that Royal Eijkelkamp can make use of that which is transferred freely and without restriction.

36.2 Upon completion of the customized software - or an update, upgrade or new release of this software - the Contractor must provide the source code to Royal Eijkelkamp on a medium to be

agreed, together with the appropriate documentation.

36.3 The Contractor guarantees that no marks (for instance, copyright characters) are included in the customized software, without Royal Eijkelkamp's prior written consent .

36.4 The Contractor shall use the know-how, acquired through Royal Eijkelkamp during the development of customized software, for the benefit of third-parties only with Royal Eijkelkamp's prior written consent , subject to the forfeit of an immediately payable fine by Contractor to Royal Eijkelkamp in the amount of €50,000, without prejudice to the right of Royal Eijkelkamp to claim compensation for the actual damage.

### 37. Escrow

At the first request of Royal Eijkelkamp, the Contractor will file the source code of the software - as well as any update, upgrade or new release of the software - with an escrow agent designated by Royal Eijkelkamp and provide its cooperation for the formation of an escrow agreement.

### 38. UNDISTURBED USE

38.1 The Contractor guarantees Royal Eijkelkamp undisturbed use of the software.

38.2 Royal Eijkelkamp is permitted:

- to temporarily use the software for the purpose of testing, implementation preparation or development work on equipment other than that for which the licence was granted;
- in the case of malfunction, to temporarily use the software on devices other than those for which the licence is granted (such as, but not limited to, a disaster recovery system);
- to make two so-called backup copies of the software; with the proviso that Royal Eijkelkamp, in cases a. and b., shall remove the temporarily used standard software completely from the temporarily used equipment as soon as possible after completion.

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