

Article 1. Definitions

In these terms and conditions, the following definitions apply:

Agreement(s):	the agreement(s) between Antea Group and the Contractor for the provision of Services to which these conditions apply;
Antea Group:	Antea Nederland B.V., Antea Realisatie B.V.;
Contractor:	the contractual counterparty of Antea Group;
GTCP-Antea Group 2022:	these general terms and conditions of purchase;
Media:	paper documents, digital media, other carriers of information, access via the internet to a digital storage location (for example cloud or app) for information sharing and communication and by which the Contractor makes the Services available to Antea Group;
Services:	the supply of products and/or software and/or the provision of services and/or execution of works to be performed by or on behalf of the Contractor for Antea Group on the basis of the Agreement;
Written/in writing:	letter or e-mail.

Article 2. Applicability of the GTCP-Antea Group 2022

- The Agreement and all legal relationships - and the formation thereof - between Antea Group and the Contractor, whereby the Contractor provides a Service to Antea Group, are exclusively subject to these GTCP-Antea Group 2022.
- In case of discrepancies between the Agreement and the GTCP-Antea Group 2022, the Agreement will prevail over the GTCP-Antea Group 2022.
- If any of the provisions in the GTCP-Antea Group 2022 are void or unenforceable, the remaining provisions will remain in full force and effect. Any such invalid or unenforceable provision shall be replaced by a provision that is considered to be valid and enforceable and which interpretation shall be as close as possible to the intent of the invalid or unenforceable provision. The new provision shall not affect the purpose and scope of the terms and conditions or the Agreement.

Article 3. Grant of contract and modifications

- An Agreement is concluded and takes effect as soon as a Written proposal from the Contractor is accepted in Writing by an authorized representative of Antea Group.
- Amendments to the Agreement, including additional work or a reduction of the Services already assigned, shall be effected as soon as an authorized person from Antea Group has notified the Contractor in Writing and the Contractor has confirmed this in Writing.
- Additional work does not include work or new information that the Contractor should have foreseen when concluding the Agreement. If a party is of the opinion that additional or less work is involved, it will notify the other party as soon as possible. The Contractor will not commence additional work until it has received a Written confirmation from Antea Group to do so.

Article 4. Price, invoicing and payment

- The agreed prices and rates are fixed, in euros and exclusive of VAT.
- The agreed fees for the Services include all costs to be incurred by the Contractor for a proper, timely and ready-to-use execution and delivery of the Services.
- Invoices can only be submitted digitally and should be sent to crediteuren@anteagroup.nl.
- Invoicing is fully specified in accordance with the instructions of Antea Group and stating the project number of Antea Group, the name of the contact person/buyer at Antea Group and the Antea Group entity mentioned in the Agreement (Antea Nederland B.V. or Antea Realisatie B.V.).
- Payment of the fee will take place if the Contractor has fulfilled all its obligations under the Agreement, within 60 days of receipt of the fully and correctly specified invoice, or within the legally permitted final payment term if the provisions of Article 6:119a paragraph 6 of the Dutch Civil Code apply to the Contractor. The Contractor agrees that a part of the fee (to be determined by Antea Group) may be deposited in a blocked account (*G-rekening*) to be designated by the Contractor.

- Invoices received by Antea Group more than six months after completion of the Services will not be accepted. The Contractor's right to payment of those invoices expires after those six months.
- Payment does not constitute a waiver of any right under the Agreement. Antea Group is authorized to set off anything it owes to the Contractor for whatever reason against what the Contractor, or companies affiliated with the Contractor, may owe to Antea Group on any basis.
- The Contractor is not entitled to suspend its execution of the Services. Antea Group has the right to suspend the payment of an invoice or part thereof about which there is no agreement between the Parties. Antea Group will only use this authority if there is reasonable doubt about the correctness of the invoice concerned and/or the Services provided.

Article 5. Services and delivery

- The Contractor is obligated to provide the Services within the agreed scope and timeframe, in accordance with Incoterms 2020 DDP at the location specified by Antea Group in the Agreement.
- As soon as the Contractor knows or should reasonably know that it will fail to comply with the Agreement, it must immediately inform Antea Group thereof in Writing, stating the reasons for that failure.
- The parties shall enter into consultation without delay if there are possible cost and/or time-exceeding circumstances as a result of quarantines and/or outages irrespective of the nature and extent, which are the result of measures imposed by the government in, for example, the prevention of an outbreak of an epidemic. The foregoing only applies if this situation occurs after the Agreement has been concluded. The Contractor is obligated, at its own expense, to take those measures that can reasonably be expected of it to minimize the cost-increasing effects and time-delaying consequences. The parties will then determine in joint consultation what a reasonable extension is for the provision of the Services and any reimbursement for other costs.
- Ownership of the Services, Media, goods, products and supplies is transferred to Antea Group at the time of delivery or payment thereof by Antea Group, whichever is earlier.
- The risk of the delivery transfers to Antea Group at the time of delivery of the Services by the Contractor. Acceptance of the Services takes place after Written acceptance of the delivery of said Services by Antea Group.

Article 6. Contractor's obligations

- The Contractor shall check specifications, all drawings and other documentation that it has received from Antea Group for the purpose of the provision of the Services for completeness and accuracy and shall immediately inform Antea Group in Writing of any inaccuracies and omissions. The Contractor will be liable for the consequences from the failure to notify Antea Group of any inaccuracies or omissions.
- If Antea Group makes auxiliary materials and equipment available to the Contractor for the provision of the Services, the Contractor will mark the properties of Antea Group as such. The Contractor is liable for damage to these properties of Antea Group.
- The Contractor shall work in accordance with a sound quality management system and shall keep reliable records thereof and submit these to Antea Group free of charge on first request. This includes, among other things, registrations of the way the requirements of the Agreement have been or will be demonstrably met.
- Without prejudice to its liability under the Agreement or the law, the Contractor guarantees the provision of the Services for the period specified in the Agreement, failing which a period of five years applies. The Contractor warrants that the Services, including the items used for that purpose, are at least:
 - of good quality and without defect; and
 - in accordance with the provisions of the Agreement (and the accompanying documents) and suitable for the purpose for which the Services are intended and in accordance with the requirements set forth in the Agreement and applicable governmental rules and regulations; and

- c) be of good quality materials and workmanship, carried out by skilled persons under expert supervision and that they have not been manufactured using child labour, as defined in ILO resolution 182 and in all respects in accordance with the drawings and specifications and, if applicable, are at least equal to samples or models made available or shown by the Contractor to Antea Group.

Without prejudice to other claims by Antea Group, the Contractor will repair all defects occurring during the warranty period at its own expense on demand from and in consultation with Antea Group as soon as possible.

- 6.5 If the Contractor is regarded as an excavator (*grondroerder*) within the meaning of the 'Above-ground and Underground Networks (Information Exchange) Act (*WIBON*) and/or as an 'applicator' (*toepasser*) within the meaning of the 'Soil Quality Decree' (*Besluit Bodemkwaliteit*), the Contractor must have the work permits and permissions required. KLIC reports etc. are provided by the Contractor.
- 6.6 When carrying out work that qualifies as contracting work, the Contractor must comply with the provisions of the Contractors Safety Checklist (VCA). The personnel to be deployed must demonstrably have the required (safety) training.
- 6.7 The Contractor shall comply with Antea Group's instructions, without prejudice to the liability of the Contractor and the provisions of Article 3.3 of these GTC- Antea Group 2022.
- 6.8 The Contractor shall ensure that personnel deployed by or on behalf of it for the provision of Services, insofar as they are deployed at Antea Group or its customers, shall observe the security procedures and house rules indicated by Antea Group.
- 6.9 At the first request of Antea Group, the Contractor will submit to Antea Group or its client, no later than three working days before the start of the work, a Certificate of Conduct (*VOG*) of the personnel deployed by or on behalf of the Contractor for the execution of the Agreement.
- 6.10 Without the consent of Antea Group, the Contractor is not permitted to maintain direct contact with Antea Group's client and other parties related to the Agreement, regarding the (execution of the) Services.
- 6.11 At Antea Group's first request, the Contractor shall provide adequate personal or business security for the fulfilment of its obligations.
- 6.12 The Contractor guarantees a good and unambiguous legal title to the Services provided. (The Group of) the Contractor will not establish or claim any right of retention.
- 6.13 The Contractor is not permitted to temporarily or permanently replace the persons charged with the provision of the Services without the prior written consent of Antea Group. Antea Group will not unreasonably withhold its consent and may attach conditions to its consent.
- 6.14 If during the execution of the Agreement it appears that personnel of the Contractor or its subcontractors do not function in the interest of the proper execution of the Agreement and/or are unable to continue their work due to circumstances, Antea Group has the right to have the respective personnel to be replaced by the Contractor. Any costs associated with replacement will be borne by the Contractor.
- 6.15 If the Services (also) include the delivery of software or IT services, the Contractor will, in addition to what ensues from the Agreement and/or this GTC- Antea Group 2022, provide as part of the Services:
 - a) a perpetual and irrevocable right of use for the benefit of Antea Group and third parties, if and insofar as the Services are not developed as a customized solution for Antea Group;
 - b) implementation, maintenance, failure follow-up and helpdesk support during office hours;
 - c) high-quality security of the Services and the IT environment in which it operates;
 - d) interoperability of the Services in the IT environment in which it operates and a service level of 99.8% availability per year;
 - e) daily backups of the Services not installed on Antea Group's systems;
 - f) access for Antea Group to the data and authorizations relating to the Services and the possibility to easily access the data files and data contained in the Services by or on behalf of Antea Group, in a commonly used format;

- g) upon termination of the Agreement, providing reasonably necessary cooperation to enable Antea Group to switch to a new supplier without restrictions;
- h) upon termination of the Agreement and at Antea Group's first request: temporary continuation of the Services at the rates and conditions of the Agreement (pro rata);
- i) to cooperate at Antea Group's first request on a (data) escrow or tripartite agreement with a third party aimed at the continuity of the Services.

Article 7. Inspections and testing

- 7.1 Antea Group is entitled to inspect or test (or have inspected or tested) the Services upon delivery or completion. The Contractor will allow Antea Group and certification authorities to carry out audits at the working site.
- 7.2 The costs of inspection or testing will be borne by the Contractor if the Services are rejected.
- 7.3 If it appears during inspection or testing that Services do not meet the agreed quality requirements, Antea Group can choose from the following options:
 - a) Antea Group may demand improvement or repair within a reasonable term to be set by Antea Group, without the Contractor being able to claim additional compensation;
 - b) Antea Group can terminate the Agreement in Writing with immediate effect, in whole or in part, in accordance with Article 12 of these GTC- Antea Group 2022. Antea Group reserves its remaining rights of the Agreement.
- 7.4 Directions, instructions and the performance of inspections by Antea Group do not result in the Contractor's responsibilities being changed or transferred to Antea Group in any other way.

Article 8. Confidentiality and communication

- 8.1 The Contractor, its employees and those who may have been hired by the Contractor to perform the Services are bound to complete confidentiality regarding any information that they may come to know as a result of the relationship with Antea Group.
- 8.2 The Contractor shall indemnify Antea Group against damage suffered by Antea Group as a result of infringement of Article 8.1. The obligation of confidentiality remains in full force even after completion or termination of the Agreement.
- 8.3 The obligations referred to in the previous paragraphs do not apply insofar as the relevant information:
 - a) was demonstrably already in the possession of the Contractor or third parties engaged by it at the time that information was provided by Antea Group;
 - b) is or has become public knowledge and is not the result of the non-fulfilment of the obligation as described in this article;
 - c) was communicated without obligation of confidentiality by a third party who had the right to provide that information;
 - d) is made available to third parties with the consent of Antea Group, whether or not subject to conditions;
 - e) must be provided to third parties or made public on the basis of a legal obligation.
- 8.4 Without prior Written consent from Antea Group the Contractor and third parties engaged by it shall not make any reference to the Agreement or the Services in any medium whatsoever through advertisements or publications or any other means.

Article 9. Transfer of rights and obligations

The Contractor is not authorized to transfer all or part of its obligations arising from the Agreement to third parties without Antea Group's prior Written consent. Before engaging a subcontractor, prior Written consent of Antea Group is required.

Article 10. Liability

- 10.1 The Contractor shall be liable for damages caused at the time or as a result of the provision of the Services.
- 10.2 If Antea Group is forced to execute the Services of the Contractor - in whole or in part - itself, the Contractor will immediately forward all relevant data available "free of charge" to Antea Group. The foregoing

- is without prejudice to Antea Group's right to claim compensation from the Contractor for any costs, damage and interest related to the takeover or repair of the Contractor's Services.
- 10.3 The Contractor is in default if he does not, does not properly or does not timely fulfil its obligations. Antea Group then will be entitled to do or have others do everything necessary to achieve the results agreed on in the Agreement at the Contractor's expense and risk. Antea Group has the same right if, in view of its interests, it cannot reasonably be expected of Antea Group to wait and see whether the Contractor is still able to do everything to fulfil its obligations.
- 10.4 The Contractor indemnifies Antea Group against damages, fines and claims of third parties related to the Services.
- 10.5 Antea Group and personnel deployed by or on behalf of it is not liable for any damage suffered by the Contractor or its employees, except in the event of intent or gross negligence of Antea Group or its personnel.
- 10.6 Force majeure does not in any event include lack of personnel, illness of personnel, strikes, late delivery or unsuitability of goods required for the Services, liquidity or solvency problems of the Contractor or failure of third parties engaged by it.
- b) files for bankruptcy or is declared bankrupt;
- c) company is liquidated or taken over;
- d) discontinues its business, or a substantial part of the Contractor's assets is seized;
- e) enters into a merger or division or is dissolved;
- f) grants or has granted one or more employees of Antea Group an improper advantage that can be valued in money;
- g) fails to fulfil its obligations;
- h) is otherwise no longer deemed to be able to fulfil the obligations arising from the Agreement.
- 12.4 No judicial intervention or further notice of default is required for the termination of the Agreement as set out in this article. The termination of the Agreement does not entitle the Contractor to compensation in any form or by whatever name. If advance payments have been made by Antea Group, they must be immediately refunded to Antea Group as if they had been paid unduly. The Contractor is not entitled to set off any amounts.

Article 11. Insurances

- 11.1 The Contractor shall at its own expense take out insurance policies for applicable liabilities, including at least:
- a) General liability policy with a minimum coverage of € 2,500,000 per event and conditions that at a minimum meet the Dutch Exchange Policy for Liability (*NBA 2014*) including coverage for professional liability, employer's liability and environmental damage.
- b) CAR insurance, if the Services concern the execution of works. Antea Group must be included in the policy as a co-insured.
- 11.2 The Contractor's insurance policies have primary cover. When damage can be recovered under both the Contractor's policy and an insurance policy from Antea Group, the Contractor's insurance always shall prevail.
- 11.3 If the Contractor fails to fulfil its insurance obligation, Antea Group is entitled, but not obliged, to insure the said liability and items at the expense of the Contractor. These costs may be set off by Antea Group against the payment obligation towards the Contractor.
- 11.4 Changes to the Contractor's insurance policies and changes to the conditions resulting in a deterioration of the cover as well as termination must be reported to Antea Group immediately and in Writing by the Contractor.
- 11.5 Within 14 days of signing the Agreement, the Contractor will submit to Antea Group the policy and a statement from its insurance broker or insurer showing that the insurance policies comply with the provisions of the Agreement and this insurance article, and that the premium has been paid. If the statement is not made available or is made available too late, the payment obligation of Antea Group to the Contractor will be suspended. This also creates for Antea Group the right to take out the relevant insurance(s) at the expense of the Contractor.
- 11.6 The Contractor shall assign in advance to Antea Group all claims for payments of insurance proceeds, as referred to in article 11.1 and insofar as it relates to damage for which the Contractor is liable towards Antea Group under this Agreement.

Article 12. Early termination of the Agreement

- 12.1 If, for whatever reason, the progress of the Services is delayed or terminated by or at the risk of Antea Group, no claim can be made for lost income or damage caused by delay.
- 12.2 Antea Group may, for any reason, terminate the Agreement in Writing at any time. In that case settlement will take place between Antea Group and the Contractor, based on the work performed and costs reasonably incurred as well as for reasonable commitments already entered into for the future execution of the Agreement. Antea Group is under no obligation to indemnify or compensate the Contractor in any other way for any other consequences of the termination of the Agreement.
- 12.3 Antea Group may terminate the Agreement in Writing, in the event the Contractor:
- a) applies for a (provisional) suspension of payments or is granted a (provisional) suspension of payments;

Article 13. Intellectual property rights and rights of use

- 13.1 All intellectual (property) rights and all similar rights to protect information that can or will be exercised, both for the purpose of use and for the purpose of operation by Antea Group and/or any Services provided by the Contractor under the Agreement, are owned by and shall remain with Antea Group.
- 13.2 The Contractor's rights will be transferred by the Contractor to Antea Group on the basis of these provisions, which transfer will be accepted by Antea Group immediately after those rights have arisen. Insofar as the results of the Services executed are (partly) created using existing intellectual property rights that do not belong to Antea Group and these rights are necessary for the use of the Services by Antea Group or third parties, the Contractor grants to Antea Group as part of the Services a perpetual, non-exclusive and non-cancellable, sub-licensable right of use. In that case, the Contractor guarantees that it is entitled to grant the aforementioned right of use.
- 13.3 In the event of an order for the development of custom software, Antea Group is entitled to the intellectual property rights associated with and arising from the provision of the Services.
- 13.4 To the extent that a further deed would be required for the transfer of the rights as referred to in paragraphs 1 to 3 above, the Contractor irrevocably authorizes Antea Group to draw up such a deed and sign it on behalf of the Contractor, without prejudice to the Contractor's obligation to cooperate with the transfer of such rights at the first request of Antea Group, without the Contractor imposing any preconditions.
- 13.5 The Contractor hereby grants Antea Group an irrevocable power of attorney to cause the transfer of these intellectual property rights to be entered in the relevant registers.
- 13.6 The Contractor hereby waives towards Antea Group any so-called personality rights it may have, to the extent that the applicable regulations permit such waiver. The Contractor, having been authorized to do so, also on behalf of the personnel involved on its side, waives towards Antea Group any so-called personality rights that may accrue to these personnel, to the extent that the applicable regulations permit such a waiver.
- 13.7 If there is a difference of opinion between the parties concerning the title to Media, or to the intellectual property rights or other rights to such Media, it will be assumed that title and ownership rests with Antea Group until the Contractor can furnish proof to the contrary.
- 13.8 The Contractor indemnifies Antea Group against claims from third parties regarding (alleged) infringement of intellectual property or other rights of third parties, comparable claims regarding knowledge, so-called personality rights, as well as claims regarding know-how, including unauthorized competition and such. The Contractor shall take all measures at its own expense that could contribute to preventing slowdowns and to limiting additional costs or losses incurred as a result of the infringements referred to. The Contractor is liable for all costs in connection with (defence against) a claim by third parties in respect of intellectual property.

Article 14. Laws and regulations

- 14.1 During the execution or provision of the Services, the Contractor shall comply with all applicable laws, rules and regulations, including but not limited to WAS, WKA, Wav, AVG, Waadi, WIBON, Wm, Wbb, Working Conditions Act and the applicable collective labour agreement(s).
- 14.2 All terms and conditions of employment agreements relating to the provision of the Services are recorded by the Contractor in a transparent and accessible manner. On request, the Contractor will provide competent authorities with access to these employment conditions agreements and will cooperate in checks, audits and wage validations. He will also provide Antea Group, upon request, with access to these employment conditions agreements if Antea Group deems this necessary in order to prevent or handle a wage claim regarding work performed in the context of the Agreement.
- 14.3 The Contractor imposes the obligations referred to in this article in full on its subcontractors and other parties that it engages for the provision of the Services. In addition, the Contractor will stipulate that these obligations will subsequently be included in contracts that these parties enter into for the performance of the relevant assignment.
- 14.4 The Contractor is obligated, for the purpose of inspection and registration of Dutch and foreign employees who will be employed for the provision of the Services (employees of subcontractors included), to submit to Antea Group the original documents required by the Wav prior to commencement of the work.

Article 15. Processing of personal data

- 15.1 The Contractor shall ensure that personal data of both Antea Group employees and Antea Group customers and third parties is processed in accordance with the General Data Protection Regulation (GDPR) and the Dutch Implementation Act of the GDPR (*UAVG*). Use of this data is only permitted for the provision of the Services. Personal data may not be kept by or on behalf of the Contractor for longer than is necessary for the execution of the Agreement.
- 15.2 If personal data (as defined in the GDPR) is processed for the execution of the Agreement, Antea Group and the Contractor will conclude a processing agreement in which the rights and obligations of both parties are registered.

Article 16. Sustainability, Safety, Environment, Business Principles and Conflicts of Interest

- 16.1 At the request of Antea Group, the Contractor will provide, free of charge, specific emission data for the fulfilment of the obligations of Antea Group in the context of the "CO2 Performance Ladder".
- 16.2 The Contractor is responsible for the safety and health of its personnel and the personnel of third parties engaged by it. At the request of Antea Group, the Contractor will provide data relating to the number of work-related accidents.
- 16.3 The Contractor is aware of the Antea Group Company Code and the CSR policy statement and undertakes to comply with the principles contained therein. The Company Code and the CSR policy statement are available on request from Antea Group and can be consulted on the website.
- 16.4 The Contractor shall not recruit Antea Group employees, or approach them for this purpose, without prior consent from Antea Group, under penalty of an immediately due and payable fine of €50,000.
- 16.5 The Contractor shall not offer Antea Group, its client(s) or third parties, nor ask, accept or be promised from third parties, for itself or any other party, any gift, reward, compensation or profit of any nature whatsoever that can be considered an illegal practice.
- 16.6 The Contractor guarantees that the Agreement and/or the Services for Antea Group does not result in any prior knowledge, inside information or conflict of interest vis-à-vis Antea Group's customers or third parties, for example in tenders. The Contractor will inform Antea Group in Writing prior to concluding the Agreement about (potential) conflicting activities of the Contractor or third parties engaged by it.

Article 17. Continuing obligations

Obligations that by their nature are intended to continue beyond the end of the Agreement will remain in effect. These obligations include

indemnification against infringement of intellectual property rights, confidentiality, assignment of insurance proceeds, liability, warranties, dispute settlement, domicile and applicable law.

Article 18. Applicable law and competent court

- 18.1 The Agreement and all obligations arising from it are governed by Dutch law. The Vienna Sales Convention does not apply.
- 18.2 Disputes are, at the discretion of Antea Group, submitted to the competent court in Amsterdam or to the Arbitration Board for the Construction Industry (*Raad van Arbitrage voor de Bouw*).