

TERMS AND CONDITIONS OF PURCHASE 2024



KINGSPAN LIGHT + AIR NETHERLANDS B.V.

having its principal place of business in Uden and registered in the Trade Register of the Chamber of Commerce nr 16059145

Effective date and registered: 1 October 2024

Clause 1. Definitions

In these general terms and conditions of purchase (referred to hereinafter as the "Terms and Conditions"), the following terms will have the following meanings:

- Kingspan: the private limited liability company

Kingspan Light + Air Netherlands BV

- Contractor: any person or company invited by Kingspan to make an offer or with whom Kingspan has concluded a contract;

- Principal: any person or company that has engaged Kingspan, by whatever name, and with whom Kingspan has concluded a contract for that purpose.

Clause 2 Applicability of the Terms and Conditions

2.1 These Terms and Conditions apply to any request, notice, contract and all commitments arising therefrom concerning a performance to be delivered by the Contractor to Kingspan.

2.2 In the event that the English translation of these Terms and Conditions is used and its use leads to a lack of clarity about the interpretation of the translation, the interpretation of the corresponding provisions in the original Dutch version of these Terms and Conditions will be the determinative factor in the context of that interpretation.

2.3 The applicability of any general or specific terms and conditions or other stipulations used by the Principal or any other third party is expressly rejected by Kingspan.

2.4 Deviations from these Terms and Conditions or any contract with Kingspan may be effected only in writing by the persons authorised to do so, and such deviations will apply only with regard to the specific contract to which they pertain. "Written" also includes electronic data traffic, such as communications by e-mail.

Clause 3. Offers and contract

3.1 An offer made at Kingspan's invitation is binding and irrevocable until Kingspan has accepted or rejected it in writing.

3.2 Costs associated with making offers or quotations, including the costs of advice, drawing work etc., will not be reimbursed by Kingspan.

3.3 A contract is concluded after Kingspan has accepted the offer in writing and in accordance with Kingspan's acceptance thereof. Additions and amendments to provisions of the contract will be binding on Kingspan only if Kingspan has accepted them in writing.

3.4. If the contract is deemed to have been concluded with two or more Contractors jointly, they will be jointly and severally liable for all obligations arising from the contract.

3.5. The Principal is expected to have carefully examined the content of the contract documents. If the Engagement contains apparent inconsistencies and/or errors and/or omissions, the Contractor must point these out to Kingspan before the contract is concluded or before it proceeds to perform the contract (whichever is earlier), failing which any right to additional payment lapses.

3.6. The contract is concluded subject to the conditions precedent that the Main Works Contract and the contract between Kingspan and the Principal are concluded and that the Contractor's engagement is approved by the Principal.

Clause 4. Scope of work & inspections

4.1 The Contractor will perform its obligations under the contract and these terms and conditions strictly and will ensure, as part of its responsibilities, that the decisions to be taken in the context of the performance of the contract are taken at such a time that the progress of the performance is not interrupted.

4.2. The Contractor is also responsible for the timely, complete and accurate provision to Kingspan of all information that is relevant to or may affect the performance of the contract.

4.3. The Contractor guarantees the accuracy and completeness of the information and specifications provided by or on behalf of the Contractor in this context.

4.4. The Contractor is expected to check the information provided to it by Kingspan for accuracy and any ambiguities before delivery of the performance and to promptly make them known to Kingspan. Inaccuracies that the Contractor discovers or should have discovered on close scrutiny and that have not been reported immediately will be at the Contractor's risk and expense. The Contractor is further expected to be an expert in the area in which it receives the information from Kingspan.

4.5 To the extent required in the context of the performance to be delivered, the Contractor is responsible – at its own risk and expense – for:

- a. roofing and/or other structural work;
 - b. horizontal and vertical transport of people and materials;
 - c. the placement and, following completion of the work, removal of scaffolding, framework and ladders;
 - d. the energy, water and gas supply required for the performance of the work, and the application for, timely acquisition of and maintenance of the required permits;
 - e. waste disposal;
 - f. the use of safety precautions, such as roof edge protection, safety nets or crash decks and the like, if required by any relevant laws or regulations, or if necessary in Kingspan's opinion;
 - g. the provision of information and scheduling meetings that fall within the scope of the Contractor's responsibilities in the context of the progress of the performance of the contract at such time as to ensure the unhindered progress of the performance of the contract;
 - h. the timely, complete and accurate provision to Kingspan of all information that is relevant to or may affect Kingspan's performance of the contract with the Principal, both before and during that performance. The Customer guarantees the accuracy and completeness of the information and specifications provided by or on behalf of the Customer in this context;
 - i. full compliance with Kingspan's anti-bribery and corruption policy as directly available in the publication "Code of Conduct Integrity, Honesty, Compliance" on the website: www.kingspan.com.
- 4.6. The Contractor waives any right to suspend performance and/or right of retention as well as any right to set-off.

4.7 Kingspan or persons or bodies designated by Kingspan for that purpose are authorised at all times to carry out any inspections, checks and tests deemed necessary by Kingspan at the premises of the Contractor or third parties engaged by the Contractor, with regard to goods and parts thereof to be supplied by the Contractor and/or the work performed by the Contractor.

4.8 To this end, the Contractor will grant access to the place where the products in question are produced or stored, or where the work in question is performed, will cooperate with the required inspections, checks and tests and will provide, at its own expense, the documentation and information required in that context.

4.9 If products and/or work is rejected following an inspection, check or test, Kingspan will notify the Contractor of this in writing, stating the reason(s) for the rejection. In that case, the Contractor is not entitled to damages or any other form of compensation.

4.10 Approval of products and/or work does not discharge the Contractor from any guarantee or liability that may arise from these Terms and Conditions, a contract or the law.

Clause 5. Contract variations & changes

5.1 Kingspan may submit a request to the Contractor for changes to the work before or during the performance of that work. The Contractor is obliged to perform the work, including the changes, within the agreed term(s) for delivery.

5.2. The Contractor may refuse to implement a change requested by Kingspan only if this would cause an unacceptable disruption in the performance of the work or would have unacceptable consequences – such as putting the safety of the project or persons at risk – according to the standards of reasonableness and fairness.

5.3 I The Contractor may not perform additional, less or different work than the work agreed. The Contractor may only claim compensation for the financial consequences of a change and/or related postponement of the delivery date and/or agreed schedule if and insofar as the change, including the financial consequences and related postponement, has been agreed in writing.

5.4. Within no more than 14 calendar days after Kingspan has requested a change, but before the performance of the contract extras, the Contractor must submit to Kingspan a specification of the financial consequences and the possible impact on the term for performance as a result of the proposed change. If the Contractor does not submit a specification of the additional costs and the impact on the term for performance within this period, the Contractor's right to reimbursement of costs and/or right to postponement of the delivery date and/or agreed milestones will lapse.

5.5. Kingspan may instruct the Contractor in writing to implement a change subject to the reservation expressly included in the Engagement that the financial consequences of the change and any adjustment of the delivery date and any agreed milestones are established. In that case, the Contractor is obliged to commence the implementation of the change before the parties have agreed on the financial consequences and/or adjustment of the delivery date and any agreed milestones.

5.6. If the Contractor proposes a change, the proposal must include at least the following:

- a) a description of the change and how the Contractor intends to implement it;
- b) a description of the extent to which the change will lead to a change in the delivery date and any agreed milestones;
- c) an overview of the financial implications;

5.7. Kingspan may attach conditions to its consent to a change proposed by the Contractor.

5.8. In all cases, the Contractor may only claim compensation on account of cost-increasing circumstances and/or the extension of deadlines only if and to the extent that Kingspan also has the same claim in respect of the Principal and not before Kingspan has received the compensation from the Principal.

Clause 6. Terms of delivery

6.1 The Contractor must deliver within the agreed delivery period. As soon as the Contractor knows or ought to know that timely and proper performance of the contract is no longer possible, the Contractor will immediately notify Kingspan of this in writing, stating the reason(s) for the defective performance in this context.

6.2 The delivery period commences on the date of Kingspan's written acceptance of an offer. Kingspan reserves the right to further determine the time and/or sequence of deliveries on a call-off basis or otherwise. In that case, the Contractor will not be entitled to compensation or damages. If, at the sole discretion of Kingspan, this demonstrably increases the costs on the part of the Contractor to an unacceptable extent and full or partial compensation is reasonably required, Kingspan may offer full or partial compensation.

6.3 If the delivery period is exceeded, the Contractor will be in default without a further notice of default being required and Kingspan will be entitled to compensation. In that case, Kingspan is also entitled to fully or partly dissolve the contract in writing without being required to pay any compensation.

Clause 7. Packaging and transport

7.1 Products are delivered to Kingspan carriage paid including any import duties "Delivered Duty Paid" (DDP - Incoterms 2010) at a place to be designated by it, regardless of whether the place of delivery is in the Netherlands.

7.2 Delivery of products includes unloading and stacking the products at the place designated by Kingspan. If it has been agreed that the products will be delivered at the premises of the Contractor, delivery will include loading and stacking the products in or on the means of transport by which the goods delivered will be transported by or on behalf of Kingspan.

7.3 Products are delivered in packaging suitable for the agreed transport that complies with all applicable legal rules and standards.

7.4 The Contractor is obliged to take back the packaging referred to in the previous paragraph. The costs of the return and the processing of that packaging will be borne by the Contractor.

7.5 Delivery of products will take place on business days between 09.00 and 16.00, unless expressly agreed otherwise in writing.

Clause 8. Acceptance & delivery

8.1 Upon delivery of products and/or completion of the work by the Contractor, Kingspan and the Principal will be entitled to carry out an inspection. In case of contracted work, inspection will take place following a written request sent by the Contractor to Kingspan in which the Contractor will

specify the date on which the work will be completed. The inspection will take place as soon as possible after the date referred to in the previous sentence. Kingspan will inform the Contractor of the date and time of the inspection as soon as possible. Kingspan may require the Contractor or its authorised representative to be present at the inspection.

The work and/or products delivered will not be considered delivered/accepted until Kingspan has given its written approval.

8.2 In case of rejection or refusal to accept delivery with regard to the goods to be delivered, Kingspan will notify the Contractor of this in writing. The Contractor will then be given the opportunity to demonstrate that the products concerned and/or the work performed meet the agreed requirements, at the latest within 10 business days of the date stated in the written notification referred to in this paragraph, or as much earlier as the progress of the work so dictates. The Contractor is liable for loss incurred by Kingspan and/or third parties in this regard.

8.3 Kingspan is at all times entitled to return rejected products to the Contractor or to retain them until the Contractor has given Kingspan further instructions on how to deal with them, all at the risk and expense of the Contractor.

8.4 If Kingspan rejects products and/or the work, it may set a further deadline within which the Contractor must deliver the goods and/or perform the work in accordance with the agreed requirements, without prejudice to the Contractor's liability for failure to deliver the products and/or perform the work on time. Kingspan is also entitled to fully or partly suspend or dissolve the contract in case of rejection, without the Contractor being entitled to compensation.

Clause 9. Ownership and risk

9.1 The ownership of, and the risk relating to, the products supplied to Kingspan and/or the work performed for it will pass to Kingspan at the time of delivery/acceptance as referred to in Clause 8. If Kingspan makes an advance payment in this regard, ownership will pass at the time advance payment is made. In that case, the risk will pass at the time of delivery/acceptance as referred to in Clause 8.

9.2 If a retention of title has been agreed for the benefit of the Contractor, Kingspan will be permitted to further process and sell the products delivered to it and/or the work performed for it insofar as this is customary in the normal course of its business.

9.3 In case of subcontracting as referred to in Clauses 21 through 27, the ownership of and the risk relating to the products to be delivered to Kingspan by the Contractor or the work to be performed by it will pass to Kingspan at the time the subcontracted work is delivered as referred to in paragraph 4 of this clause.

9.4 The work subcontracted to the Contractor by Kingspan will be considered to have been delivered if the Contractor has made the work available to Kingspan and Kingspan has approved it in writing and Kingspan's Principal has accepted the work as having been delivered.

Clause 10. Prices

10.1 All prices agreed between Kingspan and the Contractor, including the prices of subsequent and additional deliveries, are fixed and cannot be increased on any grounds or under any title whatsoever.

10.2 The previous paragraph also applies in respect of price increases, whether or not based on a price index, that the Contractor wishes to apply on account of increased wage costs or an increase in taxes and/or materials, production and/or raw material costs, even if such price increases are permitted by the government. The Contractor is aware of price increases caused in part by events such as the COVID-19 crisis or the war in Ukraine and accepts the risk of price increases due to these and/or similar events.

10.3 If the Contractor exceeds the quantities ordered by Kingspan, Kingspan will not have to make an additional payment in this respect. The Contractor is obliged to take back the products delivered in excess at its own expense.

Clause 11. Payment

11.1 Unless expressly agreed otherwise in writing, invoices will be paid to the Contractor within 60 days after the Contractor has performed its obligations and Kingspan has received an invoice in this regard that meets all legal requirements and that is not objected to by Kingspan in terms of its accuracy.

11.2 If Kingspan objects to an invoice, it will notify the Contractor of this in writing within thirty days of receiving the invoice concerned, stating the reason(s) for such objection.

Kingspan is entitled to suspend payment of the disputed invoice until such time as the Contractor has properly proven that it is correct.

11.3 Payment is made only if the work performed by the Contractor or the delivery of products or the part thereof for which instalments have been agreed has been approved and accepted by Kingspan, or when delivery as referred to in Clause 9(4) has taken place.

11.4 Kingspan is at all times entitled to set-off its debts against the Contractor against the claims it has against the Contractor and the companies affiliated with the Contractor, even if the counter claim has in the meantime been assigned to a third party. Kingspan is also entitled to assign its claims against the Contractor to a third party.

11.5 Kingspan is entitled to require the Contractor to provide security. The security in question must be such that it adequately covers all that the Contractor owes or will owe to Kingspan for whatever reason. If, in Kingspan's opinion, the Contractor refuses to provide adequate security, Kingspan will be entitled to suspend its obligations towards the Contractor or to dissolve the contract. Any related costs or loss or harm arising as a result must be compensated by the Contractor.

Clause 12. Guarantees

12.1 The Contractor has duly familiarised itself with the requirements and wishes of Kingspan and its Principal, as well as Kingspan's organisation, working method, products, service levels, objectives other relevant factors/circumstances in connection with the performance of the contract.

12.2 The Contractor guarantees, without reservation and excluding force majeure, that all products delivered and/or services/work performed for Kingspan are of good quality, free from any defects in the materials used and is complete, are suitable for the purpose for which they are intended and comply with the statutory regulations and government provisions and otherwise – in so far as relevant – with the requirements set out in the applicable VMRG Quality Requirements and Advice, including any supplements as they read three months prior to the date of concluding the contract, which quality requirements and advice can be consulted directly via the VMRG website (www.vmrq.nl) and a copy of which will be sent free of charge to the Contractor by Kingspan upon the Contractor's first request. The Contractor declares that it has taken note of these quality requirements. In addition, the Contractor guarantees that all products delivered and/or services/work performed are in accordance with the contract.

12.3. The Contractor must also provide Kingspan with all the guarantees that Kingspan is required to provide to the Principal or its contractor(s) under the Main Works Contract or the specifications, in so far as those guarantees relate to the Contractor's performance.

12.4 The Contractor guarantees, without any reservation and excluding force majeure, that the performance of the contract, including the hiring of auxiliary persons and the use of auxiliary goods, is or has been carried out properly, in accordance with the law and regulations, with due observance of all technical and other requirements and in accordance with the current state of the art in the field of environment and technology.

12.5 If the agreed performance consists solely or partly of the provision of a service, then the Contractor guarantees that the intended result will be achieved through using this service.

12.6 If the agreed-upon performance relates partly to the provision of an ICT service or supply of hardware components, then the Contractor warrants the faultless and uninterrupted functioning of the service, software or hardware components.

12.7 All defects and imperfections that occur during the warranty period, except those resulting from normal wear and tear, will be repaired by the Contractor immediately and in full, free of charge and upon first notification from Kingspan. All this is without prejudice to Kingspan's other rights to compensation for costs, loss and interest.

12.8 The warranty period relating to the products is five years from the date of acceptance of such products. In case of subcontracting, the Contractor guarantees the soundness of the products delivered and/or services/work performed for a period of five years after delivery by the Contractor.

12.9 Redelivery, replacement or repair under the warranty will extend or renew the period of such warranty by the period stated in paragraph 1.

12.10 If, in carrying out the performance agreed with Kingspan, the Contractor uses materials and/or services supplied by third parties, the Contractor's warranty to Kingspan will extend to the scope of the warranty that the Contractor obtains from its relevant supplier and/or contractor if and in so far as that warranty is more comprehensive and of longer duration than the warranties which the Contractor is required to provide in accordance with the contract and with these terms and conditions.

12.11 If the agreed-upon performance consists of the contracting of work, then the Contractor warrants the soundness of the construction delivered and the materials used during the warranty period referred to in paragraph 8, provided that it was free to choose the said construction and materials.

In this context, soundness means that the relevant construction and materials meet the requirements stated in the aforementioned VMRG Quality Requirements and Advice.

If it transpires that the construction delivered and/or the materials used are defective, then the Contractor will repair or replace such or credit Kingspan for a proportionate part of the relevant invoice.

12.12 If it turns out that the delivery was defective, Kingspan will, as far as possible, return the relevant goods to the Contractor carriage paid, after which the Contractor will repair or replace such or credit Kingspan for a proportionate part of the relevant invoice.

12.13 The costs of repair or replacement in this regard will be borne by the Contractor.

12.14 In all cases, Kingspan will give the Contractor the opportunity to repair any defect or replace a defective component.

12.15 If, in the opinion of Kingspan, the Contractor repairs a defect too late and/or not properly or the repair of a defect cannot be delayed, Kingspan will be free, after written notification to the Contractor, to carry out the necessary work in this regard, or have such done, at the expense of the Contractor.

Any resulting loss, expressly including consequential loss in respect of third parties, will be borne by the Contractor.

Clause 13. Attributable failure and dissolution

13.1 If the Contractor fails to comply properly or on time with any obligation that may arise on the part of the Contractor under any contract with Kingspan, the Contractor will be in default without notice of default being required and Kingspan will be entitled, without notice of default or judicial intervention being required, to:

- suspend performance of the contract and directly related contracts and/or obligations until the performance of the Contractor's obligations has been assured to a sufficient degree; and/or
- dissolve the contract and directly related contracts in whole or in part. Upon dissolution by Kingspan, the Contractor will not be entitled to compensation in any form whatsoever.

13.2 In the event of a provisional/final suspension of payment, bankruptcy, cessation or dissolution of the Contractor's business or attachment of the Contractor's assets by third parties, all contracts with the Contractor will be terminated by operation of law, unless Kingspan notifies the Contractor within a reasonable period of time that it requires performance of the relevant contracts or part thereof. In that case, Kingspan will be entitled, without notice of default being required, to suspend performance of the contract until performance by the Contractor has been assured to a sufficient degree.

13.3 In case an event occurs as referred to in Clauses 13.1 or 13.2, all Kingspan's claims against the Contractor will be immediately due and payable in full.

13.4 A dissolution as referred to in this clause will not result in the extinction of any right of Kingspan as laid down in any provision of these Terms and Conditions.

Clause 14. Non-attributable failure (force majeure)

14.1 Kingspan has the right, without any further liability, to demand an immediate postponement of shipment, delivery of products and/or provision of services or to suspend the performance of the contract or dissolve the contract, in whole or in part, if such postponement (suspension) or dissolution has become necessary or justified as a result of any circumstance independent of Kingspan's will that prevents the performance of its obligations to the Contractor in whole or in part as a result of which

the performance of its obligations cannot reasonably be required of Kingspan, regardless of whether that circumstance was foreseeable at the time the contract was concluded.

14.2 The circumstances referred to in paragraph 1 of this Article also include: strikes and lockouts, stagnation or other problems in the production or performance of work at third parties by Kingspan and/or in its own or third parties' transport or measures taken by any government authority, as well as the absence of any permit to be obtained from the government.

14.3 In the event of force majeure, the Contractor will not be entitled to any compensation, not even if Kingspan were to gain any advantage as a result of the force majeure.

14.4 Kingspan will notify the Contractor of an actual or possible force majeure situation as soon as possible.

Clause 15. Liability and indemnity

15.1 The Contractor will be liable for any loss and all costs relating to loss of whatever nature, expressly including consequential loss of third parties, inflicted on Kingspan, its personnel and/or third parties as a result of a shortcoming attributable to the Contractor and arising from the performance of, or relating to, any contract with Kingspan for whatever reason, for example, but not limited to, the loss resulting from the shortcomings referred to in Clauses 12 and 13 of these Terms and Conditions.

Kingspan's administrative accounts will constitute conclusive evidence of Kingspan's loss, subject to proof to the contrary by the Contractor.

15.2 The Contractor will take out and maintain adequate insurance against liability as referred to in this clause. The insurance must provide cover of at least EUR 2,500,000 per claim. If equipment is used, then the Contractor will be obliged to insure this equipment against damage to the objects themselves and liability.

The policy must state that:

i) for objects subject to the Civil Liability Insurance (Motor Vehicles) Act ("WAM"), the cover meets the requirements under the WAM and provides cover for damage caused by use of the equipment.

ii) Kingspan and the Principal are co-insureds and the insurers waive recourse.

Any excess will be borne by the Contractor.

If a policy has not been taken out and/or proof of payment of the premium of one or more of the aforementioned insurance policies has not been provided, Kingspan will be entitled, but not obliged, to take out such insurance at the Contractor's expense.

Following a request to that effect, the Contractor will promptly allow Kingspan to inspect the policy and provide Kingspan with the proof of payment relating to the premiums and – future claims for – payments or insurance monies.

15.3 The Contractor will indemnify Kingspan against all third-party claims, including claims by the Principal, of any nature for whatever reason.

15.4 Any liability on the part of Kingspan for whatever reason will be limited to the amount paid out under its insurance policy per loss-causing event. If and insofar as no payment is made under the insurance, any liability on the part of Kingspan will be limited to a maximum amount of EUR 25,000. In both cases, a series of related events will count as a single event.

Clause 16. Intellectual property rights

16.1 All drawings, diagrams, models, calculations, designs, software etc. (hereinafter referred to as "documentation") originating from Kingspan and/or those made by the Contractor in the context of Kingspan's engagement are the property of Kingspan, while the intellectual property rights in respect thereof are also vested in Kingspan, and to the extent necessary, the Contractor hereby transfers its present and future rights in this regard to Kingspan. The Contractor is not permitted to use this documentation for any purpose other than that for which it has been made available by Kingspan, or to copy it or to make it available in any form to third parties or to make it available for inspection. The Contractor will return all relevant documentation to Kingspan at Kingspan's first request within 24 hours of a request made to that effect, failing which the Contractor will owe Kingspan, without judicial intervention being required, an immediately due and payable penalty not subject to mitigation and/or set-off, in the amount of EUR 1,000 for each day that the Contractor remains in default.

This penalty may be claimed in addition to full compensation under the law and is without prejudice to Kingspan's other rights in this context.

16.2 If the Contractor violates the provisions of the second sentence of Clause 16.1, the Contractor will owe Kingspan a penalty of EUR 45,000 for each violation, which will be immediately due and payable without judicial intervention being required and will not be subject to mitigation and/or set-off, without prejudice to Kingspan's other rights in this context, including

full compensation under to the law.

Clause 17. Assignment of rights and obligations, performance by third parties

17.1 Kingspan is allowed to assign any of its rights and obligations arising from any contract with the Contractor to third parties. The Contractor is not entitled to assign any of its rights and/or obligations under any contract with Kingspan to a third party without Kingspan's prior written consent.

17.2 The Contractor is not allowed to have the contract or any part thereof performed by third parties without Kingspan's prior written consent. If a contract is performed by third parties, the Contractor will remain liable for the performance of such contract.

Clause 18. Staff deployment and replacement

18.1 All staff deployed by the Contractor are under the direct supervision and responsibility of the Contractor. During the performance of work for Kingspan, a representative of the Contractor must be present at all times. Kingspan and the site management present must be informed of their name and the names of the persons deployed by the Contractor.

18.2 In this context, the Contractor will only deploy its own staff in the performance of any contract with Kingspan. Staff may not be replaced by the Contractor during the performance of a contract without the prior written consent of Kingspan.

18.3 If Kingspan is of the opinion that staff deployed by the Contractor do not or no longer properly have the required qualifications, or are unwilling or unable to properly perform the work, the Contractor will be obliged to ensure replacement at Kingspan's first request.

18.4 Staff may only be replaced if the replacement staff are at least equivalent in terms of training, experience and expertise to the staff originally deployed. The Contractor may not charge Kingspan for induction training costs and other related costs. Staff replacement may not impede the continuity of the performance of the contract.

18.5. The Contractor must comply with all statutory and contractual obligations relating to working conditions and work safety that exist in connection with the performance to be delivered, and the Contractor will be responsible for any safety measures to be taken in connection with the performance to be delivered.

18.6. The Contractor will ensure that its employees comply with the safety code of conduct in force at the time the work is performed. Employees are required to wear the personal protective equipment when on the construction site as deemed necessary by Kingspan for the performance of the work. If the Contractor's employees do not comply with the safety code of conduct, Kingspan has the right to refuse the relevant employees access to the construction site.

Clause 19. Confidentiality

19.1 The Contractor guarantees that it will maintain confidentiality towards third parties with regard to all data and information qualified as confidential by Kingspan that comes to the knowledge of its staff or third parties engaged by it in the conclusion and/or performance of a contract. Confidentiality must also be observed in respect of data and business affairs, which the Contractor should reasonably understand that they are confidential without this being explicitly stated.

19.2 If the Contractor violates the provisions of paragraph 1 of this clause, the Contractor will forfeit to Kingspan a penalty of EUR 45,000 for each violation, which will be immediately due and payable without judicial intervention being required and will not be subject to mitigation and/or set-off, without prejudice to Kingspan's other rights in this context.

Clause 20. Personal data

20.1. The Contractor authorises Kingspan to store, process and (re)use all information obtained by Kingspan in the performance of the contract and guarantees that all information and data it makes available to Kingspan has been obtained lawfully, has been made available to Kingspan lawfully and that the data does not infringe on any third-party rights. The Contractor hereby indemnifies and holds Kingspan harmless against all third-party claims or actions, including public authorities and/or individuals brought against Kingspan regarding the use or processing of personal data.

20.2. To the extent that Kingspan and the Contractor share personal data with each other in the performance of the contract, they will reasonably comply with the requirements under the applicable privacy legislation.

20.3. If so requested, the Contractor will inform Kingspan in writing and without delay of the manner in which the Contractor complies with the applicable privacy legislation.

20.4. The Contractor will process the personal data provided to it by Kingspan solely for the purpose of the performance of the contract and will never store it for a longer period of time than is necessary. The Contractor will take all required technical and organisational measures to protect the personal data that it receives from Kingspan. The Contractor will ensure that the personal data made available to Kingspan is kept up-to-date.

20.5. The Contractor will immediately inform Kingspan of any data breaches or complaints, requests or information requests from individuals, including requests to correct, delete or shield personal data.

Clause 21. Subcontracting

21.1 In the event that the contract concluded with the Contractor relates to work to be subcontracted to the Contractor, the provisions of Clauses 21 through 27 will also apply.

21.2 The Contractor declares that it is fully aware that the contract relates to and is directly connected with a contract concluded by Kingspan with the Principal.

In this regard, the Contractor declares that it is fully aware of the content of the contract concluded between Kingspan and the Principal, in particular of the specifications and the terms and conditions contained therein.

21.3 If a contract between Kingspan and the Principal imposes obligations on Kingspan, such obligations will be imposed accordingly on the Contractor and will apply *mutatis mutandis* to, and form part of, the contract between Kingspan and the Contractor, to the extent that any contract between Kingspan and the Contractor does not contain provisions or clauses to the contrary.

21.4 The Contractor declares that it is familiar with all statutory and other regulations that Kingspan is obliged to observe and comply with pursuant to its contract with the Principal. The Contractor will also comply with and observe these statutory and other regulations.

21.5 The Contractor will refrain from making any statements to the Principal with regard to the content of any current or former cooperation between the Contractor and Kingspan or any contract with Kingspan.

21.6 The Contractor is not entitled to conclude a contract with the Principal, regardless of the subject matter, without Kingspan's prior written consent.

21.7 If the Contractor violates the provisions of Clauses 21.5 or 21.6, then the Contractor will owe Kingspan a penalty of EUR 45,000 for each violation, which will be immediately due and payable without judicial intervention being required and will not be subject to mitigation and/or set-off.

Clause 22. Performance of the work

22.1. The work will commence and take place at the time specified in the contract in accordance with the schedule set out in the contract or a schedule to be further specified by Kingspan or the Principal. The terms included in the schedule are deadlines to be met by the Contractor.

22.2. As soon as the Contractor knows or anticipates that the work cannot be performed properly or on time, it will immediately notify Kingspan of this in writing, stating the underlying circumstances.

22.3. Kingspan may change and further specify the time and/or order of the work to be performed. In that case, the Contractor will not be entitled to compensation or damages.

22.4 The Contractor is obliged to follow only orders and instructions given by or on behalf of Kingspan.

22.5 Without prejudice to the provisions of paragraph 4 of this clause, Kingspan may request its Principal and/or the management on site to give their orders and instructions directly to the Contractor, and the Contractor will then be obliged to comply with them. Kingspan will notify the Contractor in writing of a request as referred to above.

22.6 With regard to the organisation of the construction site, the Contractor is obliged to follow the instructions laid down by the Netherlands Labour Authority and any consultant engaged by Kingspan, including with regard to storage and safety in relation to the materials used and the work to be performed.

22.7 National or locally recognised rest days or holidays, days leave or other days off prescribed by the government or by virtue of a collective bargaining agreement also apply to the Contractor and its staff performing work on site. Kingspan is not liable for any loss and/or costs incurred by the Contractor as a result.

22.8 The work/deliveries to be carried out by the Contractor must take place within the working times applicable at the construction site. If the work is continued during the winter season, the Contractor is obliged to cooperate with this.

Overtime is allowed only with the prior written consent from the Netherlands Labour Authority and Kingspan.

22.9 If and as soon as the Environment and Planning Act and the related Quality Assurance in the Building Sector Act come into force, the Contractor must, on pain of forfeiture of any rights, discuss the rights and obligations arising therefrom with Kingspan in order to amend the contract in such a way that it corresponds as closely as possible to the division of rights and obligations contained in the contract and these general terms and conditions.

Clause 23. Obligation to warn

23.1. Before commencement of the work, the Contractor must investigate whether the situation is workable, including with regard to the substrate, supporting structures and other works and objects on, to which or in which the work is to be installed or performed, and is obliged to inform Kingspan if this is not the case.

23.2. If, after commencement of the work, the situation encountered is deemed unsuitable, then such will be at the Contractor's risk and expense.

Clause 24. Equipment

24.1. Equipment, tools and instruments to be used by the Contractor in the performance of the work must have been validly approved by a competent authority. 24.2. The Contractor must use and maintain the equipment provided to it by Kingspan or the Principal carefully and insure it properly.

24.3. The Contractor must arrange for the required storage space at its own risk and expense. If the Contractor is allowed to use designated storage space on the construction site, this will be at the Contractor's own risk.

24.4. The horizontal and vertical transport required for the performance of the work will be at the Contractor's expense.

Clause 25. Safety

25.1. The Contractor must have a VCA*/** certificate and employees must hold at least a B-VCA certificate. If the Contractor does not have a VCA*/** certificate, the Contractor must demonstrate that its business operations are equivalent to a VCA* certified safety management system.

25.2. The Contractor is obliged to take note of and comply with the applicable construction site regulations, the H&S plan with regard to the design and construction phases and all permit regulations that may affect its work.

25.3. The Contractor must prepare an H&S sub-plan in accordance with the H&S Plan and submit it to the H&S coordinator for approval with regard to the construction phase. The Contractor may commence its work only after the H&S sub-plan has been approved.

25.4. The Contractor must appoint an H&S manager. The H&S manager is the point of contact for the H&S coordinator and will participate in the H&S coordination meeting.

25.5. The Contractor will actively participate in internal investigations / audits aimed at: (i) improving safety awareness, and (ii) finding the causes of accidents and near accidents.

25.6. The Contractor must report accidents and near accidents to the H&S coordinator and Kingspan immediately. When submitting this report, or at least as soon as possible thereafter, the Contractor must include the duration of absence (in calendar days) as a measure of the seriousness of the accident.

Clause 26. Compliance with the law and indemnification

26.1 To the extent that a contract between Kingspan and the Contractor may be subject to the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act as laid down in Articles 34 or 35 of the Collection of State Taxes Act 1990 and/or the Liability of Recipients, Subcontractors and Clients 2004 Implementing Regulations, the following special obligations will in any event apply to the Contractor:

a. it must have and present the following at Kingspan's request:

- the valid identification document of the employee(s) deployed in the performance of the contract;
- (to the extent relevant) the valid residence or work permit of the employee(s) concerned;
- data based on which the wages of those employee(s) can be individualised for their work or, as the case may be, the name, address and place of residence of those employees, their date of birth and Citizen Service Number/Social Security Number, and a breakdown of the hours worked by them (wage statements and/or time sheets);

- evidence of registration in the Commercial Register;

- an original G account agreement to the extent required, indicating the institution where the relevant account is held;

- a statement containing the turnover tax number and payroll tax number;

b. at Kingspan's request, it must periodically hand over statements containing the names and registration numbers of all persons deployed by the Contractor in connection with any relevant contract with Kingspan from week to week, together with their working hours, all in accordance with model forms established by Kingspan;

c. at each request made by Kingspan and/or at its own initiative, at least once per quarter, it must present a statement of the payment behaviour to the industrial insurance board, and present a statement on the payment of wage tax and national insurance contributions as referred to in the context of the regulations established in the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act,

indicating that the Contractor has paid all declared payroll taxes known at the time the statement was presented.

26.2 Kingspan is at all times entitled to pay any social security contributions and wage tax owed by the Contractor in connection with the work, for which the Contractor is jointly and severally liable under the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act, to the Contractor by transfer into its G account within the meaning of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act or directly to the industrial insurance board concerned and/or the Collector of Direct Taxes.

26.3 In the case referred to in the previous paragraph, Kingspan will be discharged of its payment obligations towards the Contractor.

26.4. The Contractor must furthermore comply with all applicable laws, including the Foreign Nationals (Employment) Act, the Aliens Act, the Placement of Personnel by Intermediaries Act, the Labour Market Fraud (Bogus Schemes) Act and the Assessment of Employment Relationships Deregulation Act;

The Contractor must record the contracts with employees in writing and strictly perform all its obligations in respect of the employees. Upon request, the Contractor must allow Kingspan and/or the competent authorities to inspect the contracts with employees and must cooperate in checks, audits or wage verifications; The Contractor will impose the obligations referred to in the previous paragraph of this clause on its subcontractors and will stipulate that its subcontractors include these provisions in all contracts with their subcontractors; If an employee qualifies as a sole trader without employees (in Dutch: zzp'er), the Contractor must conclude a contract with this employee in accordance with a model contract approved by the Tax and Customs Administration. The Contractor is responsible for ensuring that the sole trader without employees performs the work in accordance with the contract;

The Contractor must provide Kingspan, prior to commencement of the work in accordance with the contract, with any relevant quality label or certificate, such as an SNA quality mark, NEN 4001-01 or VCA certificate.

26.5 The contract will not enter into force until all the documents requested in this clause have been provided to Kingspan in a timely manner.

26.6 The Contractor indemnifies Kingspan against fines, criminal sanctions and/or claims in respect of payroll taxes or turnover tax imposed on or collected from Kingspan and/or the Principal and/or third parties as a result of the Contractor's acts and/or omissions in breach of the obligations set out in this clause.

26.7 The Contractor indemnifies Kingspan against claims made by employees relating to the failure to comply with laws and regulations and/or the collective bargaining agreement, including claims made by employees in the context of the Labour Market Fraud (Bogus Schemes) Act.

Clause 27. Defects liability period

The maintenance periods applicable at the Contractor must be at least equal to the maintenance periods applicable at Kingspan under the Main Works Contract with the Principal, whereby the maintenance periods applicable at the Contractor will never expire before the corresponding maintenance periods applicable at Kingspan.

Clause 28. Applicable Law and Disputes

28.1 All requests and notices from Kingspan and all contracts to which it is a party as well as all its obligations arising therefrom are governed by Dutch law. The applicability of the U.N. Convention on Contracts for the International Sale of Goods (Treaty Series 1981, 184) or any other international regulation whose exclusion is permitted is expressly excluded.

28.2 A dispute exists between Kingspan and the Customer if either party states such in writing by giving a brief statement of what that party believes is the subject of dispute. To settle all disputes arising as a result of this contract or the contracts or instruments based on this contract or resulting from it, including those recognised as such by only one Party, the Parties will first make every effort to reach an amicable solution within one (1) month. To this end, duly authorised persons from each Party who are allowed to make final decisions on behalf of their Party will participate in such meetings and in any case will convene two (2) meetings in person to reach an amicable settlement.

28.3 If a dispute cannot be resolved through consultation as referred to in paragraph 2, it can be submitted to the District Court of Rotterdam, unless Kingspan prefers to have the dispute settled by arbitration. In the latter case, Kingspan will immediately announce to which arbitration tribunal the case will be submitted and under which regulations or rules of procedure the arbitration will be conducted. By entering into the contract, the Customer is deemed to have agreed in advance to this choice of forum and method of litigation.

Clause 29. Other conditions

29.1 The nullity of any provision of these Terms and Conditions will not affect the validity of the other provisions. Null and void provisions will be replaced by new provisions that correspond to the old null and void provisions as closely as possible in terms of content, scope and objective.

29.2 If Kingspan concludes a contract with two or more natural persons or legal entities, each natural person or legal entity will be jointly and severally liable for the full performance of the obligations arising from that contract for the parties.

29.3 The failure by Kingspan to demand performance of any provision of the contract within a period specified in the contract will not affect the right to still demand performance unless Kingspan has expressly agreed in writing to the non-performance.