

GENERAL TERMS AND CONDITIONS FOR SUBCONTRACTING,  
PURCHASING AND SERVICES OF TÉTRIS

**Art.1 Applicability and definitions**

1. Main Agreement: Main Agreement is understood to mean the agreement between Tétris and the Client of which the Work forms part.
2. Delivery or Completion: the completion of the Work, the delivery of goods or services.
3. Order: the written confirmation of the Agreement by the Client.
4. Client: the client of Tétris.
5. Contractor: the Contractor is understood to mean any natural or legal person from whom Tétris receives an offer or with whom Tétris concludes an agreement.
6. Agreement: the Agreement is understood to mean the Subcontracting, Purchasing and Service Agreement concluded between Tétris and the Contractor by the Client's signature.
7. Price: the Price to be paid by Tétris for the Work as described in Article 3 of the Agreement.
8. Project: the Project is understood to mean all work that Tétris has been assigned by their Client.
9. Tétris: Tétris is understood to mean Tétris Design & Build B.V., as well as any company that is a subsidiary of Tétris as referred to in Section 2:24a of the Dutch Civil Code, or with which Tétris is associated in a group as referred to in Section 2:24b of the Dutch Civil Code, or in which Tétris has a participation as referred to in Section 2:24c of the Dutch Civil Code.
10. Work: Work is understood to mean all work executed by the Contractor for the purpose of setting up a work and/or supplying building materials, materials, goods and/or services, unless otherwise indicated by Tétris.
11. WKA: Dutch Sequential Liability Act.
12. DBA: Dutch Assessment of Employment Relations (Deregulations) Act.

Initials of Client:

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Initials of Tétris:

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# GENERAL TERMS AND CONDITIONS FOR SUBCONTRACTING, PURCHASING AND SERVICES OF TÉTRIS

## Art. 2 General provisions

1. Only these general terms and conditions apply to all tender requests, negotiations and agreements between Tétris and a Contractor. Tétris explicitly rejects the applicability of the general terms and conditions referred to by or on behalf of the Contractor, unless Tétris has explicitly accepted these in writing.
2. The terms and conditions of the Main Agreement and its annexes form part of the Agreement in so far as they have not been explicitly deviated from. “Tétris” should be read “Contractor” and “Client” should be read “Tétris”. With regard to the Work, Tétris has at least the same rights towards the Contractor as the Client has towards Tétris.
3. The Contractor must comply with their offers, including quotations, for a period of 90 days.

## Art. 3 Order

1. Agreements between Tétris and the Contractor will only be concluded by a written Order from Tétris.
2. All Agreements and negotiations will be entered into under the resolutive conditions of i) failure to realise or terminate, on whatever grounds, the Main Agreement between Tétris and the Client and ii) granting of all permits and financing required for the Work and/or Project.
3. Work that is not referred to in the Agreement but which, by its nature, does form part of the Work must be carried out by the Contractor without any entitlement to compensation. The Contractor will always use the latest revision drawings for their work. Should there be any uncertainty in this respect, the Contractor will consult with Tétris on this matter.
4. If requested, the Contractor will draw up weekly reports in accordance with a model to be provided by Tétris and will offer these weekly to Tétris for approval.
5. The Contractor shall at all times remain responsible for the measurements for their own work, even if Tétris has provided assistance for this purpose.
6. The guarantee periods for the Work as described in the Order will commence at the time that the Project is delivered to the Client.

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### **Art. 4 Administrative obligations, WKA, DBA Act**

1. The Contractor must have a valid certificate of registration with a trade association and an establishment permit, if required. If the Contractor is a self-employed person, they will comply with all the requirements of the Dutch Assessment of Employment Relations (Deregulation) Act (DBA). The Contractor must show these documents to Tétris at their first request.
2. The Contractor indemnifies Tétris against any claims made by the tax authorities within the framework of the Dutch Sequential Liability Act (WKA), including the Dutch Assessment of Employment Relations (Deregulation) Act.
3. If the Contractor makes use of foreign personnel who do not originate from an EU country, at least a copy of the proof of identity, the residence permit and the work permit must be provided to Tétris for each staff member. The Contractor will check these documents for authenticity. Personnel that do not have original documents, or submit falsified documents, will not be admitted to the Work by the Contractor. If a sanction is imposed on Tétris because the Contractor, or one of the Contractor's contracting parties, has admitted personnel to the Work who do not have the required valid documents, the Contractor will indemnify Tétris against any damage they suffer as a result, including possible penalties for violation of the Dutch Foreign Nationals Employment Act. This also applies to parts of the Work that the Contractor outsources to third parties. The Contractor will send Tétris a daily overview of the personnel who were engaged at the Work on the previous day. In so far as it concerns personnel who have not been to the Work before, the overview will be accompanied by the copies referred to above.
4. The Contractor will indemnify Tétris against any claim in the context of Hirer's and Sequential Liability Act, in particular, but not limited to liability on the basis of the Dutch Act on Combating Sham Arrangements (Section 7:616a et seq. of the Dutch Civil Code).
5. The Contractor must provide Tétris with a weekly statement of the names, registration numbers with the trade association and the hours worked of all employees engaged by the Contractor. The Contractor must provide Tétris with the payroll records for inspection upon request. Tétris is entitled to make copies of these and to take them with them.
6. At Tétris' request, the Contractor must submit a statement of their payment behaviour to the trade association and a statement of their payment of wage tax and contributions as referred to in the Guideline(s) laid down within the framework of the WKA.
7. The wage cost component as stated in the Agreement is based on the fact that the Contractor will spend the number of man hours specified in the Agreement on the work assigned to them.
8. If no man hours have been agreed and/or Tétris has indications that the estimated CSV wage is too low, Tétris shall be entitled, at their own discretion, to pay a (larger) part of the Price to the Contractor's G account.
9. The Contractor is obliged to comply with the obligations under the WKA, the DBA Act and all other applicable regulations, including the obligation to pay social security contributions in full and on time as well as wage tax relating to the Work and to carefully comply with the applicable Collective Labour Agreement.

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10. If Tétris has paid the tax and/or contributions owed by the Contractor, Tétris shall have recourse against the Contractor for that amount. Tétris' claim for recovery shall be increased by the statutory interest ex 6:119a of the Dutch Civil Code increased by 2%.
11. In the event that Tétris fulfils their obligations towards the employees of the Contractor pursuant to the Collective Labour Agreement, Tétris shall have recourse against the Contractor for that amount. Tétris' claim for recovery shall be increased by the statutory interest ex 6:119a of the Dutch Civil Code increased by 2%.
12. Tétris is at all times entitled to deduct the social security contributions and wage tax from the Price and to pay these directly on behalf of the Contractor to the trade association concerned and/or the Collector of direct taxes. As a result, Tétris is discharged towards the Contractor to the extent that this is the case.

### **Art. 5 Non-competition**

1. Unless requested by Tétris, the Contractor will refrain from submitting quotations and offers for the extension or modification of the Work and/or the Project. The Contractor is not permitted to acquire employees of Tétris for any reason whatsoever during the term of the Agreement and until six months after completion of the Work or after termination of the Agreement. The Parties will also refrain from any conduct that is or may be to the detriment of the other Party in any respect whatsoever.

### **Art. 6 Scope of the Work and Additional Work**

1. Modification of the Work is not permitted unless it has been agreed in writing. Modifications may only be carried out on the instructions of Tétris' project manager.
2. Additional work by the Contractor will only be accepted if this has been agreed in advance and in writing with the project manager of Tétris. The Contractor is obliged to inform Tétris in good time and in writing of the desirability of Additional Work.
3. The Contractor will not be entitled to any reimbursement of costs in the event of a delay.

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## Art. 7 Subcontractors

1. The Contractor will not be authorised to have the Work (partly) carried out by a third party unless they have obtained written approval from Tétris at the proposal of the Contractor. The Contractor is not authorised to make use of any workers made available unless they have obtained written approval from Tétris. In the event that the Work is outsourced, or workers are hired as referred to in this paragraph, the subcontractor is obliged to comply with the applicable statutory administrative regulations. The Parties shall draw up a list of subcontractors approved for the current calendar year. The Parties will update this list two (2) months prior to the end of each calendar year.
2. All proposals to have the Work (partly) carried out by third parties must be submitted to Tétris in writing. If the Contractor instructs third parties to carry out the Work in full or in part, the Contractor must draw up a written agreement for this purpose. Further outsourcing or subcontracting is permitted only with due observance of this article. The Contractor undertakes to stipulate this in their contract(s) with third parties.

The Contractor is not permitted to assign, pledge or transfer their claims against Tétris.

## Art. 8 Construction site, safety and hazardous substances

1. The Contractor will be deemed to be familiar with and to comply fully with all laws and regulations applicable to the Work (including Construction Site Regulations). Before the Contractor's employees commence work on the construction site, they must report to the Executor and identify themselves with a valid proof of identity. The safety instructions drawn up for this work must also be signed.
2. The Contractor must check the condition of the construction site on a daily basis prior to the commencement of their work. The Contractor must report all damage to the construction object caused by third parties to Tétris without delay, failing which the damage will be deemed to have been caused by the Contractor.
3. Prior to commencement of the Work, the Contractor will appoint a supervisor responsible for the safety and layout of the construction site and inform Tétris thereof. This supervisor must be present at the Work and must be available to consult with Tétris and receive their instructions.
4. If possible, Tétris will provide the Contractor with water, electricity, orientation lighting and an adequate construction trailer to take a break and toilet unit. If these facilities are temporarily or permanently missing or malfunctioning, Tétris will not owe any compensation to the Contractor for this. The Contractor must take care of the other facilities on the construction site, including workplace lighting, required reels, cables and hoses including couplings.
5. Unless specifically agreed otherwise, the Contractor will ensure horizontal and vertical transport from the unloading point to the place of processing of the materials and working with auxiliary equipment.
6. The Contractor shall participate in the Construction Process in accordance with Tétris, of which the planning of a project ("pull planning") together with all suppliers, architects, advisors and the Client shall form a part. The Contractor must participate in as many work meetings as Tétris deems necessary. In principle, the work meetings will take place on a weekly basis. The Contractor shall follow Tétris' instructions regarding the standards for the construction site layout and process.

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7. If the Client applies different or additional safety regulations, these will be communicated to the Contractor. The Contractor must also comply with these regulations.
8. Unless otherwise indicated by Tétris, the use of a construction helmet and safety shoes on the entire construction site is mandatory. Other PPE is required if indicated (such as on signs or machines) or if required by law (such as hearing protection when noise > 80 dB etc.). The Contractor is obliged to leave the construction site clean every day after termination of the work.
9. If, during the execution of the Work, asbestos or other prohibited or harmful materials are found, the Contractor is obliged to report this immediately to Tétris. The Contractor must immediately cease the work at the location of the materials found and only resume it on the instructions of Tétris.
10. The Contractor shall ensure that the necessary provisions are made for all (dust-producing) activities so that the concentration level (statutory limit value) of, among other things, carcinogenic substances, such as respirable quartz and hardwood dusts, is not exceeded. These activities with control measures must also be described in the H&S project plan.
11. The Contractor must arrange for the disposal of chemical waste and packaging material arising from the Work. Excess or remaining materials shall remain the property of the Contractor and shall be disposed of under the Contractor's responsibility and at the expense of the Contractor. The Contractor must clean up all other construction waste and the workplace on a daily basis. Deposit the remaining construction waste in a waste container to be made available by Tétris, unless specifically agreed otherwise. If the Contractor remains in default, Tétris is entitled to have this cleaned up at the expense of the Contractor and to deduct it from the Price.
12. If the Contractor needs hazardous substances for the performance of the work, the Contractor will store these in their own facilities in such a way as to prevent danger to the environment. Any provisions in the event of calamities must hereby be made available by the Contractor.
13. Unless otherwise agreed, the Work shall be carried out within normal working hours for the construction industry and at the location designated by Tétris. The Contractor must carry out their work in a consecutive period.
14. If Tétris is obliged to draw up a health and safety plan (HS plan) within the meaning of the Working Conditions Decree, the Contractor must draw up the HS plan and risk inventory and evaluation (RI&E) of the work to be carried out by the Contractor, supplemented by the measures to be taken following from the RI&E.
15. The Contractor shall take the necessary measures, give instructions and provide means to protect their personnel. The Contractor shall ensure compliance with the safety instructions.
16. The Contractor shall only use equipment that has been demonstrably approved with regard to the requirements of the Working Conditions Decree. The Contractor must immediately apply a clearly visible red label to defective equipment and materials and dispose of them as soon as possible. In anticipation of removal, the Contractor must set aside this material or equipment in such a way as to prevent use.

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17. Alcoholic beverages, drugs and medicines that affect the suitability, skill and responsiveness are not permitted at the construction site. The connection of radios, etc. shall not be permitted without the permission of the Executor.
18. Parking on the construction site takes place exclusively at the Executor's own risk and at their instructions. The Contractor must take care of loading, unloading at the location designated for that purpose by the Executor, storage and transport of the materials. Last transport no later than 15.30 hours unless otherwise agreed. The driver must report to the Executor to provide the opportunity to supervise the loading/unloading and to inspect the product to be delivered.
19. In the event that the Contractor makes use of their own/hired construction equipment - including scaffolding - these must comply with all statutory and regulatory requirements, including the safety regulations or instructions issued by the Health and Safety Inspectorate.
20. The Contractor shall be obliged to use the materials, auxiliary materials, tools and equipment described in the Agreement. The Contractor may only make use of Tétris' construction facilities - including scaffolding facilities - after permission and at their own risk.
21. Anyone who does not comply with the regulations will be removed from the construction site immediately.
22. The Contractor indemnifies Tétris against all damage suffered by Tétris as a result of non-compliance with the safety regulations by the Contractor or by third parties engaged by the Contractor.

### **Art. 9 Information and control**

1. Tétris is at all times entitled to inspect and check the Work. The Contractor will provide access to all places and will fully cooperate with Tétris in this respect. The Contractor will provide the documentation and information requested by Tétris at their own account.
2. If the execution or quality of the Work deviates significantly from what has been agreed or if the Work is rejected in whole or in part, Tétris will inform the Contractor of their findings, whereby the Contractor will be liable for the damage to be suffered by Tétris as a result.
3. Tétris will set the Contractor a reasonable period within which the Contractor can remedy the shortcomings. If the Contractor does not remedy these shortcomings within this period, Tétris will be entitled to rectify the shortcomings (or have them rectified) at the expense and risk of the Contractor. Tétris will then also have the right to dissolve the Agreement.
4. The costs of inspections, checks and/or tests will be borne by the Contractor if the work performed or the goods delivered or produced do not comply with the Agreement.
5. Under no circumstances can the Contractor invoke the circumstance that an inspection or control as referred to in this article has taken place, or that this has not taken place.

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## Art. 10 Instructions of Tétris or third parties

1. The Contractor shall only follow the instructions of Tétris, unless Tétris instructs the Contractor in writing to follow the instructions of third party(ies) to be appointed by Tétris, which instruction Tétris may revoke at any time without any formality.
2. The Contractor is obliged to follow the orders and instructions of Tétris, their representative, a consultant or inspector hired by Tétris or of the Labour Inspectorate, without being able to claim any compensation or additional payment on that account.
3. Tétris can request their Client or their authorised representative in writing to give orders and instructions directly to the Contractor. In that case, the Contractor is obliged to follow the orders and instructions given by the Client or their representative, provided that they have received a copy of the request from Tétris.

## Art. 11 Delivery/Completion

1. All terms and dates in the Agreement are final. If the agreed term(s) is/are exceeded, the Contractor will be immediately in default without notice of default being required.
2. The Work will be deemed to have been delivered/completed as soon as it has been approved in writing by Tétris and the Client by signing the inspection form and the official report.
3. Until delivery/completion, the Contractor will be liable for damage to the Work due to damage, theft or loss and for auxiliary materials, constructions and equipment that the Contractor has brought to the construction site. The delivery/completion and transfer of risk will not affect the Contractor's liability for defects in the Work.
4. The Work will become the property of Tétris upon delivery/completion.
5. Without prejudice to the provisions of the previous paragraph, goods are deemed to be the property of Tétris when they are on the construction site. However, the goods remain at the expense and risk of the Contractor if the goods are delivered to the construction site earlier than stated in the Agreement.
6. Defects found on the delivery/completion of the goods must be remedied by the Contractor as soon as possible, but no later than within ten working days. The Contractor is not entitled to any compensation for this. Tétris and the Contractor will consult each other reasonably about the correction of defects.
7. If a complaint arises after delivery/completion of the Work, it must be repaired by the Contractor free of charge at Tétris' first request. If, in the opinion of Tétris, no appropriate action has been taken within ten working days of such a request, Tétris will repair the complaint or have it repaired at the expense of the Contractor.
8. The Contractor delivers without retention of title and waives their rights under Section 3:290 of the Dutch Civil Code, the right to suspension and the right to set-off.

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9. If delivery cannot take place because Tétris suspends the agreement, the Contractor will ensure, at their expense and risk, that the Work is stored, insured and secured in such a way that the quality of the Work will not deteriorate during the period of suspension. The Contractor will be obliged to make the Work recognisable as the property of Tétris.
10. If the Contractor fails to deliver on the agreed date, Tétris will have the right to have the Work carried out by third parties at the expense of the Contractor after the first notification. In the event of late delivery, Tétris will be entitled to claim compensation regardless of whether a penalty has been agreed and, in relation to the foregoing, to recover all costs, claims, discounts and/or penalties from the Contractor.
11. In the event that Tétris suspends the Agreement on grounds that are not at the Contractor's risk, the Contractor will only be entitled to compensation for the damage that is demonstrably caused by the suspension and that is directly related to the Contractor's execution of the Work, up to a maximum of 10% of the Price; other (consequential) damage or loss of profit will not be eligible for compensation.

### **Art. 12 Price, invoicing, turnover tax, payment**

1. Prices and amounts are not indexed and are stated in Euros, unless otherwise agreed, where the VAT is subject to reverse charge.
2. Prices include all costs in connection with the Contractor's obligations, including the costs of transport, clearance, insurance and packaging and the costs of auxiliary materials.
3. Penalties of whatever nature, including contractual penalties, shall be deducted by Tétris from the Price, without the Contractor being able to invoke suspension or set-off.
4. Tétris will only be obliged to pay if the Work or the part thereof to which an instalment payment relates has been delivered/completed by the Contractor to satisfaction and the Contractor has demonstrated that the Contractor has paid the employees engaged and has paid all (wage) tax and social security contributions.
5. Tétris will invoice the Client no later than two (2) months after Delivery/Completion of the Work. Tétris does not owe any payment for invoices received from the Contractor at a later date.
6. The payment term is stated in the agreement; if the payment term is exceeded, Tétris will owe interest at the LIBOR rate, increased by 1(00) percentage point. Tétris does not owe any interest on interest.
7. The taxes and levies due in respect of the Work shall be for the account of the Contractor.
8. If the Work concerns an exempt performance within the meaning of the Turnover Tax Act 1968, the Contractor will be obliged to provide Tétris with all information and data that they might reasonably need to substantiate the exemption.

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9. Invoicing will only take place - except for orders relating to subcontracting - if the Work has been delivered/completed. Invoices must be submitted in the form of a single copy and, if applicable, be arranged in the following manner:
10. The invoices shall comply with all requirements arising from the WKA, as well as from Article 35 of the Turnover Tax Act;
  - (a) A statement of the reverse charge mechanism with the amount of the turnover tax;
  - (b) A description of the work and the location;
  - (c) The purchase order number (PO) has been included and the term submitted corresponds to this;
  - (d) Indication of the wage cost component;
  - (e) A term, receipt or order form signed by the Executer;
  - (f) A registry of man-hours drawn up by the Contractor and approved by the Executer;
  - (g) If not already returned, the copy of the Agreement duly signed for approval by the Contractor.
11. Tétris is not obliged to pay invoices that have not been set up in the manner referred to in the previous paragraph. Tétris will notify the Contractor within seven days that any invoice is faulty.

### **Art. 13 Liability and guarantee**

1. The Contractor guarantees that the delivered goods are as agreed and therefore, among other things, the agreed quantity, are new and unused, are free of defects and without construction, material and manufacturing defects, are suitable for the purpose for which they are intended, comply with relevant statutory requirements and government regulations and standard provisions as well as with the requirements of the safety and quality standards used within the sector. The Contractor is subject to an obligation to produce results in this respect.
2. Approval of drawings, specifications, diagrams and other information by Tétris or the absence thereof does not affect the Contractor's responsibility for the conformity of the goods with the agreement.
3. The Contractor indemnifies Tétris against all claims by third parties as a result of wrongful acts and/or non-compliance by the Client with (an) obligation(s) pursuant to the Agreement.
4. If Tétris is prevented from using the services of the Contractor as a result of a strike at their company or at a third party or on a generally or locally recognised day of rest or public holiday, scheduled holiday or other public holiday of some of their employees, in their decisive opinion, the Contractor will not be able to recover from Tétris the damage arising from this.
5. In the event of default, the Contractor shall be obliged towards Tétris to compensate Tétris for all discounts and penalties that Tétris forfeits in their relationship with the Client.

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### **Art. 14 Insurance**

1. Under the terms of a Tétris covenant insurance, the Contractor must maintain insurance cover for professional liability, third-party liability, third-party liability in respect of motor vehicles and liability for auxiliary materials, equipment and personnel and auxiliary personnel. On request, the Contractor must submit a copy of the policy and of documents showing that the premium owed has been paid.

### **Art. 15 Ownership of drawings and designs, etc.**

1. The work programmes, specifications, designs, images, descriptions, drawings, models, budgets, offers and calculations, etc. provided by or on behalf of Tétris remain their property.
2. All rights established with regard to designs, images, descriptions, drawings, models, etc. (copyrights, design rights, etc.) are reserved and must be respected.
3. Drawings and calculations made by the Contractor are and will become the property of Tétris. The fee for this is included in the Price.

### **Art. 16 Anti-Modern Slavery and overall Compliance**

1. The Contractor:
  - (a) and its related entities must at all times comply with all applicable anti-bribery, anti-corruption, anti-money laundering, trade sanctions and export control, modern slavery (including without limitation forced or compulsory labour, child labour, physical abuse, and withholding of identity papers), equal opportunity, anti-discrimination, health and safety, and environmental laws, rules, and regulations (“Compliance Laws”);
  - (b) warrants that it and its officers and its current and historical related entities have never materially violated any Compliance Laws, nor been the subject of any government indictment, nor had any fines, penalties or settlement agreements with any government agency in the past five years that resulted in material financial costs, or negatively affected its ability to operate;
  - (c) must at all times comply with JLL’s Code of Business Ethics and Vendor Code of Conduct;
  - (d) must at all times have due diligence procedures for its operations as well as for participants in its supply chains adequate to ensure that there is no modern slavery or human trafficking in it or its supply chains;
  - (e) must not engage any third party that at any time engages in modern slavery;
  - (f) must not provide work environments that are unsafe or unhealthy for anyone;
  - (g) must notify Tétris as soon as it becomes aware of any actual or suspected bribery, corruption, money laundering, slavery, human trafficking, discrimination, or breach of health and safety or environmental laws, in its own operations or supply chain;

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- (h) must notify Tétris as soon as it becomes aware of any actual or suspected bribery, corruption, money laundering, slavery, human trafficking, discrimination, or breach of health and safety or environmental laws, in its own operations or supply chain;
  - (i) must endeavor to maintain records tracing the supply chain of all goods and services provided under this Agreement/or the Order and make immediately available to Tétris upon its request all such records.
2. If the Contactor breaches this clause, or if any warranty given by the Contractor is or becomes untrue:
- (a) Tétris will, if Tétris considers it appropriate, work with the Contractor to remediate the breach; and
  - (b) despite clause 16.2(a), Tétris may at any time thereafter terminate the Agreement/Order with immediate effect by giving written notice to the Contractor.
3. The Contractor will keep proper records relating to the services, including data and records of payments relating to labour and costs for services rendered on the basis of time and materials. The Contractor will also maintain records required for regulatory and other legal requirements applicable to the services, as concerning the compliance with the 'Compliance Laws' as mentioned under 16.1 of these General Conditions. After giving reasonable prior written notice, Tétris and its auditors will be entitled to review such documents (and if necessary this will take place on-site or on the office location of the Contractor). The Contractor agrees to cooperate in such an audit. Tétris and its auditors will comply with the Contractor's reasonable security requirements when accessing Contractor's data.

### **Art. 17 Termination**

1. The Contractor is obliged to inform Tétris in advance if a suspension of payments or bankruptcy of the Contractor or the Contractor ceases operations and/or transfers the operations or control thereof to another party. Tétris will then be entitled to terminate the agreement without being liable to pay any compensation to the Contractor.

### **Art. 18 Other provisions**

1. The information intended for the Contractor will be provided in a single copy. No drawings are available on the construction site. The Contractor is obliged to check the accuracy and completeness of the data to be used by the Contractor on a daily basis before commencing the work, in consultation with the Executor.
2. The Contractor may not take any scheduled days off or other holidays on days on which the staff of Tétris work. This is only different if, in the sole opinion of Tétris, this does not adversely affect the progress of the Work and only with the written consent of Tétris.

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### Art. 19 Confidentiality

1. The Contractor shall keep confidential all information relating to Tétris of which they should reasonably recognise the confidentiality. The Contractor undertakes in writing to maintain the same confidentiality for third parties engaged by the Contractor in the performance of the agreement.
2. The Contractor may not duplicate documents relating to the agreement, such as drawings, diagrams, etc., or make them available for inspection by third parties other than for the purpose of executing the agreement. On completion or termination of the agreement, the Contractor shall immediately hand over to Tétris, at their own expense, all documents and any other information made available to the Contractor by Tétris.

### Art. 20 Applicable law and disputes

1. The legal relationship between Tétris and the Contractor is governed by Dutch law.
2. All disputes (including those regarded as such by only one of the parties) that may arise between the Parties as a result of this agreement or agreements resulting from it shall be brought before the competent court in the district of Amsterdam, whether by arbitration by arbitrators as reasonable men in fairness and otherwise in accordance with the arbitration rules of the Raad van Arbitrage van de Bouw (RvA) (*Construction Industry Arbitration Council*) as applicable three months prior to the signing of the agreement, or in accordance with the arbitration rules of the Nederlands Arbitrage Instituut (N.A.I.) (*Netherlands Arbitration Institute*) in Rotterdam as it applied three months prior to signature, all this at the discretion of the Client. In the event of a dispute that cannot be resolved amicably, Tétris will notify the Contractor of their binding preference within two weeks of a request to that effect from the contractor.
3. In the event of a dispute being settled by an arbitral tribunal, the chairman shall, at the request of Tétris, be appointed from one of the members who is legally qualified.

### Art. 21 Filing

These terms and conditions have been filed at the Registry of the District Court in The Hague.

Initials of Client:

Initials of Tétris: