

GENERAL TERMS AND CONDITIONS OF PURCHASE

FOR ACCEPTING ORDERS

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SECTION 1

GENERAL PROVISIONS

1 DEFINITIONS AND SCOPE OF APPLICATION

1. Capitalised definitions have the following meaning in these general terms and conditions:

Contract	the contract between Mourik and the Contracting Party.
Contracting Party	the party with whom Mourik negotiates an Agreement or with whom Mourik concludes an Agreement.
Group Company	A Group Company is an economic entity in which legal persons and companies are affiliated from an organisational perspective as defined in Book 2, Section 24b of the Dutch Civil Code.
Main Agreement	The main agreement between Mourik and the Principal.
Mourik	Joh. Mourik & Co. Holding B.V. and/or one or more of its Group Companies.
Assignment	Assignment by Mourik to the Contracting Party with regard to providing the Deliverables.
Agreement	Agreement between Mourik and the Contracting Party.
Personnel	The Contracting Party's staff, including the employees hired by it or its subcontractors, self-employed persons (without personnel) and other auxiliary persons.
Deliverables	The provision of the goods, services and/or work to be carried out by the Contracting Party on the basis of the Agreement.

2. These general terms and conditions apply to all requests for quotations, offers, purchase orders, Assignments and/or Agreements and any resulting commitments and/or changes, which relate to the Deliverables to be provided by the Contracting Party for Mourik.
3. The Contracting Party's general terms and conditions are not applicable and are expressly rejected.
4. Deviations from the provisions of these general terms and conditions only apply if and insofar that Mourik has expressly accepted them in writing.
5. Incidental deviations from the general terms and conditions never give the Contracting Party the right to invoke such a previous deviation in the future in a similar situation.
6. These general provisions (Section 1) also apply to the specific provisions relating to the supply of goods (Section 2), subcontracting of works (Section 3) and supply of services (Section 4), unless expressly provided otherwise in the specific provisions. If there is a conflict between the general provisions and the specific provisions, the specific provisions will prevail.

7. 'In writing' in these general terms and conditions also includes the electronic variant, including (but not exclusively) emails. Insofar as there is a difference of opinion about whether or not an electronic message has been received, Mourik's records or the log files will be the determining factor.

2 FORMATION AND CONTENT OF THE AGREEMENT

1. All of the Contracting Party's offers are irrevocable and binding for the period stated in the offer. If no time limit is stated, the offer will be valid for at least two months.
2. All requests for quotations from, Agreements reached with and offers made to Mourik apply as if they the following are literally included:
 - a. the provisions of the Agreement between Mourik and the Contracting Party;
 - b. the Main Agreement;
 - c. the contract documents, including drawings, reports and/or statements of designation, as well as any changes or additions to the contract documents;
 - d. the provisions of these general terms and conditions; and
 - e. everything else by which Mourik is bound under the Main Agreement and/or agreement(s) with third parties, insofar as they are directly or indirectly related to the Agreement.
3. In the event of inconsistencies between the contract documents referred to in paragraph 2, the contract documents mentioned earlier will prevail over the contract documents mentioned later.
4. Agreements or amendments to these documents will only be effected with Mourik's express written acceptance.
5. If the Contracting Party commences with the Deliverables before receiving a written Assignment or order confirmation from Mourik, it does so at its own expense and risk.

3 INVOICING, PAYMENT AND SECURITY

1. The Contracting Party's invoices must comply with the applicable legal requirements and must contain the information agreed between Mourik and the Contracting Party, including an order number (purchase order number) and a description of the Deliverables provided.
2. An invoice must relate to no more than one order number. The invoice must be sent to the email address indicated in the purchase order in the name of the Mourik company that issued the Assignment and addressed to its physical address. Failure to comply with paragraphs 1 and/or 2 of this article will result in the invoice not being processed and paid.
3. If the Uniform Administrative Conditions for the Execution of Works 2012 and/or the those of 2005 are declared applicable to the Agreement, the increase of the interest rate by 2% in accordance with Section 45(2) of Uniform Administrative Conditions 2012 and Section 42(2) of Uniform Administrative Conditions 2005 respectively is expressly excluded. Where applicable, payments will be made in accordance with the payment schedule/arrangement set out in the Agreement.
4. Unless the parties have agreed otherwise in writing, payment of all undisputed invoices will take place 45 (forty-five) days after receipt of the original invoice and no earlier than 45 (forty-five) days after the date on which the Deliverables provided by the Contracting Party have been fully provided and accepted by Mourik. If it concerns an 'SME enterprise' in accordance with Book 6, Section 119a paragraph 6 of the Dutch Civil Code, a payment term of 30 (thirty) days applies. In that case, the Contracting Party will inform Mourik of this in good time and prove that it is an 'SME enterprise'.
5. Payment by Mourik does not release the Contracting Party from any guarantee and/or liability to which it is bound under the Agreement or outside of it and does not in any way imply an approval of the invoice and/or Deliverables provided and/or a waiver of rights by Mourik.

6. Mourik reserves the right to suspend payments entirely or in part, without a notice of default or judicial intervention being required, if it becomes apparent that the Contracting Party in any way fails to comply with or threatens to fail to comply with its contractual and/or legal obligations.
7. Mourik is always entitled to offset any monetary claims it has against the Contracting Party at any time against claims it and/or the Group Company owes to the Contracting Party at any time.
8. Mourik is also entitled at any time to pay amounts it owes to the Contracting Party to one or more other Group Companies instead of to the Contracting Party, to settle its debt to the Contracting Party, provided that the Group Companies concerned deduct the amount received from what they are owed by the Contracting Party.
9. Immediately on Mourik's request, the Contracting Party will provide security or additional security – for its own account and at Mourik's reasonable choice – in favour of Mourik for Mourik's existing and future claims against the Contracting Party, regardless of the reason, and/or for the Contracting Party's proper performance of its obligations, including its guarantee obligations. This security must always be such that Mourik has and will have sufficient security on continuous basis and, to this end, the Contracting Party must replace and/or supplement this security.

4 SHORTCOMINGS AND TERMINATION

1. Any failure on the part of the Contracting Party to fulfil one or more of its obligations under the Agreement gives Mourik the right to terminate the Agreement entirely or in part after notice of default that includes a reasonable period for performance within which the Contracting Party has failed to fulfil its obligations and/or to oblige the Contracting Party to compensate Mourik for the damages suffered by the latter. This right applies regardless of the gravity of the shortcoming and without prejudice to Mourik's other rights in connection with the shortcoming, except in those cases where this would be unacceptable by standards of reasonableness and fairness. Notice of default is not required in those cases in which the default of the Contracting Party under the law commences without notice of default.
2. Mourik is authorised to terminate the Agreement entirely or in part, without notice and/or prior judicial intervention, if the Contracting Party:
 - a. is declared bankrupt, is granted provisional or definitive suspension of payments, offers its creditors a private agreement, and/or its assets are seized;
 - b. ceases and/or terminates its business operations, and/or is taken over by a third party entirely or in part;
 - c. there are reasonable grounds to fear that the Contracting Party will fail to fulfil its obligations;
 - d. the Principal terminates the Main Agreement with Mourik;
 - e. the Contracting Party dies;
 - f. the Contracting Party acts in violation of the law, is fined and/or is subject to other measures.
3. All claims that Mourik may have or obtain against the Contracting Party pursuant to the cases referred to in paragraph 2 are immediately due and payable in full.
4. Mourik is always entitled to terminate the Agreement early, entirely or in part, without giving reasons, with due observance of a notice period of at least thirty calendar days by means of a written notice to the Contracting Party. In that case, the Contracting Party is entitled to compensation for the properly provided part of the Deliverables and the additional costs and expenses that the Contracting Party can prove occurred as a result of this termination.
5. In the event of early termination of the Agreement, regardless of the reason, the Contracting Party is obliged to return to Mourik all fully updated documents, drawings and matters relating to the Deliverables. Immediately on receiving notice from Mourik, the Contracting Party will, if applicable, remove all tools, aids and unused supplies from the worksite and return them in good condition, failing which Mourik will be entitled to perform these acts at the Contracting Party's expense.

6. In the event of force majeure, the obligations that cannot be fulfilled as a result of this force majeure will be suspended as long as the force majeure continues. The parties will inform each other of this in writing as soon as possible. Both parties are entitled to terminate the Agreement in writing if the force majeure lasts longer than 60 days.
7. The Contracting Party waives any suspension and/or retention of rights and the right of setoff.

5 GUARANTEE

1. Mourik is not obliged to inspect the Deliverables during or after their provision, but will instead notify the Contracting Party in writing of complaints within a reasonable period of time after discovery of the defect or error in question or any irregularities.
2. The Deliverables must:
 - a. comply with what has been agreed;
 - b. in the absence of a description in the Agreement, the Deliverables must be of good quality, new, unused and free from defects in the design, construction, manufacturing, material and type;
 - c. meet the reasonable expectations that Mourik may have of a careful, reasonably acting and competent professional Contracting Party;
 - d. comply with the legal requirements and government regulations that apply at the time of delivery; the highest requirements of the safety and quality standards and/or certifications applicable within the industry;
 - e. be accompanied by the necessary instructions for Mourik so that it is clear how the Deliverables must be used;
 - f. be made from raw materials whose origin can be traced;
 - g. fulfil the purpose for which they are intended;
 - h. not contain asbestos or other (carcinogenic) substances that may be dangerous to health.
3. The Contracting Party will provide the guarantees as agreed in the Agreement and/or pursuant to laws and regulations.
4. If no guarantees have been agreed in the Agreement, the guarantees as agreed between Mourik and its Principal in the Main Agreement will apply.
5. If the usual guarantee of the Contracting Party or manufacturer's guarantee is more extensive than the guarantee described in paragraphs 2 and 3 of this article, the most extensive guarantee will apply.
6. If neither the Agreement nor the Main Agreement contain any guarantees, the Contracting Party guarantees the absence of any visible or hidden defects in goods and/or work for 5 (five) years after they have been put into use, or 7 (seven) years after delivery, and for services: for 1 (one) year after the date of completion of the service.
7. Immediately on Mourik's request, the Contracting Party will transfer its guarantee and the guarantee given by the manufacturer and/or third parties who have been engaged (as far as possible also under property law). If this kind of guarantee cannot be transferred, the Contracting Party will do its utmost to make available a copy of all written guarantees in favour of Mourik. Guarantees provided by third parties engaged on behalf of the Contracting Party with regard to the Deliverables are deemed to have been provided by the Contracting Party. With regard to these guarantees, the Contracting Party undertakes immediately on Mourik's request to ensure compliance with the rights and claims arising from the aforementioned guarantees, as if they were its own obligations. The Contracting Party undertakes at the latest at the time of the provision of its Deliverables to provide Mourik with all the guarantees received from third parties engaged by it. The texts of the guarantees in question must stipulate that these funds are in favour of Mourik and/or the Principal.

8. The Contracting Party must immediately address defects that occur during the guarantee period, in consultation with Mourik, at its own expense and risk and compensate Mourik for additional damages related to the Deliverables, including installation and expansion costs, research costs, vertical and other transport and the costs of supervision. If a proper solution is not found or if, in Mourik's opinion, the Contracting Party does not address the defect in good time and/or do so properly, or if addressing the defect cannot reasonably be delayed, Mourik will be free to carry out what is necessary, or have it carried out, at the Contracting Party's expense.
9. Other guarantee periods equal to the aforementioned guarantee periods will again apply to that portion of the Deliverables that has been replaced or addressed. The new guarantee must also cover those parts of the Deliverables that the replaced or repaired parts may affect.
10. If a shortcoming occurs during the guarantee period and it concerns goods, Mourik is also entitled to return the goods and immediately demand reimbursement of the payment made for those goods, without prejudice to paragraph 7 of this article.
11. This article does not affect the liability of the Contracting Party under the Agreement and the law.

6 INTELLECTUAL PROPERTY RIGHTS

1. Mourik is the sole owner of all intellectual property rights that arise from the implementation of the Agreement by the Contracting Party, including intellectual property rights on information, software, drawings, calculations, models, working methods and/or other products or processes. Any transfer of intellectual property rights will be deemed to be factored into the fee for the Deliverables. If necessary, the Contracting Party will cooperate with the transfer of intellectual property rights immediately on Mourik's request. In this context, the Contracting Party hereby grants Mourik an irrevocable power of attorney to perform – on behalf of the Contracting Party – all actions necessary for the transfer of intellectual property rights to Mourik.
2. All information that Mourik gives to the Contracting Party and any intellectual property rights that may be attached to this information remain the property of Mourik and must be returned immediately on Mourik's request.
3. If the Contracting Party uses information, software, drawings, calculations, models, working methods and/or other products or processes for the performance of the Agreement that are subject to intellectual property rights of the Contracting Party or third parties, the Contracting Party will grant Mourik and/or its Principal an irrevocable and free of charge licence to use these items for an unlimited period.
4. The Contracting Party guarantees that the performance and normal use of the Deliverables provided will not infringe any patents, licences, copyright, trademarks or any other absolute rights of a third party.
5. If, despite this, an intellectual property right is infringed, the Contracting Party has the duty to do the following, at Mourik's discretion:
 - a. replace the Deliverables provided with equivalent Deliverables that do not infringe anything;
 - b. obtain user rights for the Deliverables provided;
 - c. modify the Deliverables provided in such a way that an infringement is no longer committed; and/or
 - d. compensate the damages suffered as a result of the infringement.
6. The Contracting Party indemnifies Mourik against third-party claims in connection with any infringement or alleged infringement of intellectual property rights with regard to the provided or yet to be provided Deliverables. The Contracting Party will take all necessary measures to enable Mourik to make normal use of the Deliverables.
7. The Contracting Party is not permitted to use or otherwise disclose the Mourik name and/or the Mourik logo without Mourik's prior written permission.

7 CONFIDENTIALITY

1. The Contracting Party will maintain the confidentiality of all data and/or information obtained by the Contracting Party in the context of the performance of the Agreement and will not disclose them to third parties without Mourik's written permission, with the exception of third parties engaged by the Contracting Party in the performance of the Agreement. The Contracting Party will agree to the same duty of confidentiality with the aforementioned third parties and will ensure that these third parties comply with their confidentiality obligation.
2. Without Mourik's prior written permission, the Contracting Party is not permitted to use photographs or other images of the Deliverables provided by the Contracting Party for promotional purposes or otherwise to disclose and/or use them as a reference.

8 LIABILITY

1. The Contracting Party is liable for all damages, including legal costs and fines, that are directly or indirectly the result of failure by the Contracting Party, its Personnel or third parties to fulfil an obligation under the Agreement or any other contractual or non-contractual obligation vis-à-vis Mourik in a timely or proper manner.
2. The Contracting Party indemnifies Mourik, its Principal, its Personnel and third parties engaged by it against third-party claims for compensation of the aforementioned damages, regardless of their nature and regardless of the reason.
3. If the Agreement is concluded with two or more contracting parties, these contracting parties are jointly and severally liable vis-à-vis Mourik.
4. Under no circumstances will Mourik be liable vis-à-vis the Contracting Party for any consequential and/or indirect damage suffered by the Contracting Party under and/or in connection with the Agreement, including but not limited to loss of use, loss due to delay, loss of profit, loss of production, loss of income, trading loss, missed savings, loss of goodwill and reputational damage.

9 INSURANCE

1. The Contracting Party will take out and maintain the following insurances at its own risk and expense:
 - a. liability for the equipment it deploys for:
 - i. damage to property, including damage to underground objects;
 - ii. personal injury; and
 - iii. all consequential or other damages resulting from I and II;
 - b. if motor vehicles and mobile equipment are used and/or supplied in the performance of the Agreement: an adequate liability insurance for motor vehicles and mobile equipment in accordance with the legal requirements (i.e. the Dutch Civil Liability Insurance (Motor Vehicles) Act [*Wet aansprakelijkheidsverzekering motorrijtuigen*]) and for at least the amounts specified by law. This applies to motor vehicles and mobile equipment, regardless of whether it is owned or rented, in use at the Contracting Party in connection with the performance of the Agreement. This insurance must provide full coverage for the risk without limitations and/or exclusions for the so-called risk of work-related damage, management errors and damage to underground objects, including but not limited to damage to cables and pipes;
 - c. if vessels or other floating equipment are used in the performance of the Agreement, public liability insurance for vessels, regardless of whether they are owned or hired by the Contracting Party, providing sufficient coverage for the performance of work under the Agreement and covering liability arising out of the use or application of vessels, including floating equipment,

- including liability for damage due to collisions, of not less than €1,000,000 (in words: one million euro) per incident;
- d. professional indemnity and/or corporate liability insurance with an insured amount of at least €2,500,000 (in words: two and a half million euros) per incident, including the risk of liability for damage to Mourik and/or its Principal's property.
2. The Contracting Party is responsible vis-à-vis Mourik for ensuring that all of the Contracting Party's subcontractors are covered by the insurance referred to in paragraph 1 of this article or that these subcontractors take out and maintain similar insurance for themselves.
 3. The Contracting Party must first claim against its own insurances before claiming against Mourik's insurance. The policies of the Contracting Party must, as far as possible, mention Mourik as the co-insured and must include a waiver of the right of recourse for claims against Mourik or its staff and/or third parties engaged by it.
 4. The Contracting Party will not cancel or modify any insurance policies concluded in connection with the performance of the Agreement without Mourik's prior written permission. Immediately on Mourik's request, the Contracting Party will always provide a valid copy of the policy and/or proof that the insurance premium has been paid.
 5. The policy excess for the insurance referred to in this article may never exceed €10,000 (in words: ten thousand euros) per incident.
 6. If Mourik has held the Contracting Party liable pursuant to the Agreement, the Contracting Party must, at Mourik's request, assign to Mourik any related claims concerning a payment of insurance proceeds under an insurance policy and do so without delay. By entering into the Agreement, the Contracting Party irrevocably authorises Mourik to sign the deed of assignment in its name and to notify the insurer of this. In that case, the Contracting Party will also immediately inform the insurer of this assignment.
 7. The Contracting Party is obliged to inform Mourik without delay of any accident, loss or damage, as well as of any claim against anyone brought in connection with the Agreement.
 8. If the Contracting Party is co-insured on a Mourik policy and if damages are attributable to the Contracting Party, the Contracting Party will be obliged to compensate the policy excess in the payment of the claim or any damages not covered under the policy. The policy conditions are available for inspection at Mourik's offices.

10 DATA PRIVACY

1. The parties must comply with the privacy regulations including the General Data Protection Regulation (Regulation (EU) 2016/679, hereinafter referred to as the 'GDPR') and the Dutch General Data Protection Regulation (Implementation) Act [*Uitvoeringswet Algemene verordening gegevensbescherming*] (hereinafter referred to as the 'UAVG').
2. The Contracting Party will take technical and organisational measures and cooperate fully with the provision of personal data to Mourik, insofar as Mourik is legally obliged to have this personal data. The Contracting Party fully guarantees that the personal data provided by it is correct and has been obtained lawfully.
3. The parties will cooperate fully with each other to comply with their legal obligations under privacy regulations, including informing each other in good time in the event of a data leak and/or any complaints or requests for information, such as a request to correct, delete or restrict personal data.
4. If Mourik is responsible or partly responsible within the meaning of the GDPR, the parties will enter into a data processing agreement with each other. The Contracting Party is obliged to immediately report to Mourik concerning any security incidents involving personal data for which Mourik is responsible or partly responsible by sending a message to privacyofficer@mourik.com.

11 AUDIT

1. Mourik is always entitled to check whether the Contracting Party and/or third parties engaged by the Contracting Party comply with the law, the Agreement, the Mourik Code of Conduct and/or these general terms and conditions.
2. The Contracting Party will cooperate fully in carrying out an audit to validate the obligations arising from the Agreement and these general terms and conditions. If the audit reveals material irregularities or fundamental shortcomings, the Contracting Party will bear the costs of the audit and any additional costs.

12 SUSTAINABLE BUSINESS PRACTICES

1. The Contracting Party must act in accordance with the most recent version of the Mourik Code of Conduct and the Mourik Contractors Sustainability Statement. The Contracting Party will ensure that its Personnel and third parties engaged by it also act in accordance with this code and statement. The above code and policy documents can be found on the Mourik website and will be sent to the Contracting Party on request.
2. At Mourik's written request, the Contracting Party will provide sustainability information and demonstrate how sustainability and Mourik's sustainability requirements are safeguarded in its business operations and the supply chain.

13 APPLICABLE LAW AND DISPUTES

1. The legal relationship between Mourik and the Contracting Party is governed exclusively by the laws of the Netherlands. The applicability of the Vienna Sales Convention 1980 (Convention on the International Sales of Goods) is expressly excluded.
2. All disputes arising as a result of the Agreement or any Assignments arising from it will be settled as follows at Mourik's discretion:
 - a. the Arbitration Board for disputes in the construction industry in accordance the rules described in the Arbitration Regulations of the Arbitration Board for the Construction Industry;
 - b. the competent court in Rotterdam; or
 - c. the body agreed between Mourik and its Principal.
3. Immediately on the Contracting Party's written request, Mourik will announce its choice of forum within seven working days after receipt of the said request.
4. If laws and/or regulations as mentioned in these general terms and conditions are replaced by other laws and/or regulations or are amended, these new and/or amended laws and/or regulations will replace the expired and/or amended laws and regulations.

SECTION 2

PROVISIONS SPECIFIC TO THE SUPPLY OF GOODS

14 DELIVERY

1. The Contracting Party is obliged to deliver goods at the time or the agreed schedule set out in the Agreement and guarantees that the full and unencumbered ownership will be provided.
2. Delivery takes place according to DDP (Incoterms 2020) at the address and time indicated by Mourik.
3. The delivery time stated in the Agreement is fixed, is considered to be a final deadline and can only be changed with the Mourik's written permission.
4. Any documents, such as certificates, instruction manuals and product information sheets, are part of the delivery and must be provided earlier or simultaneously with the goods.
5. If an acceptance test has been agreed, the provided goods will be deemed to have been accepted at the time of the confirmation sent by Mourik to the Contracting Party.

15 PRICE

1. The prices stated in the Agreement cannot be offset and are fixed, including excise duties, import and other levies, including DDP (Incoterms 2020) at the agreed place.
2. All prices in the Agreement are excluding value added tax (VAT) and are denominated in euros, unless expressly agreed otherwise.

16 RISK AND OWNERSHIP

1. The risk of the goods to be delivered only passes from the Contracting Party to Mourik on delivery and after approval by Mourik. The ownership of the goods passes to Mourik at the time of advance payment, manufacture, processing or acquisition of the goods by the Contracting Party from a third party. In all cases, the ownership passes on delivery and after approval by Mourik.
2. If the Contracting Party creates a new item with one or more of Mourik's items, the ownership is deemed to have passed to Mourik when this new item was created. The Contracting Party will hold this new item on behalf of Mourik and it will be clearly marked as the property of Mourik and, if Mourik so wishes, the Contracting Party will provide Mourik with an ownership declaration.

17 INSPECTIONS

1. Mourik is always entitled to carry out checks and inspections during the manufacturing process, during storage and after delivery.

2. The Contracting Party is obliged to cooperate free of charge and to provide access to its work and storage places when that work is performed. At Mourik's request, the Contracting Party will provide the Personnel and materials necessary for the checks/inspections. If the Contracting Party is unable to carry out a check or inspection or if it is obliged to repeat the check or inspection, the Contracting Party will bear the costs for this.
3. If the Deliverables are rejected, the Contracting Party will ensure that the rejected Deliverables are restored or replaced within five working days of notification.
4. The risk for the rejected Deliverables passes to the Contracting Party from the time Mourik informs the Contracting Party of the rejection.
5. The manufacturing process will be brought into line with Mourik's requirements in consultation between Mourik and the Contracting Party.
6. Mourik's items that are located on the Contracting Party's premises, or the premises of a third party engaged by it, will remain the property of Mourik. The Contracting Party will make Mourik's property identifiable as being Mourik's property, for example by marking the items and taking photographs of them. Use of the items made available is at the Contracting Party's risk.

18 PACKAGING

1. Regarding transport and the destination, the goods must be packed in the most environmentally friendly way possible, in compliance with legal requirements and the Mourik Contractors Sustainability Statement, so that they can reach their destination in good condition.
2. Packages of hazardous substances must be labelled clearly and according to the prescribed manner, and must have hazard symbols affixed to them.
3. The Contracting Party must ensure that the goods have a clearly visible packing slip or consignment note.
4. The Contracting Party is liable for damage resulting from unsound and/or insufficient packaging.

Mourik is free to reject the delivery if the Contracting Party fails to deliver the goods to be provided in sound and/or adequate packaging and/or the packaging is damaged.

SECTION 3

PROVISIONS SPECIFIC TO SUBCONTRACTING OF WORKS

19 REPRESENTATION

1. Prior to commencing the work, the Contracting Party will appoint a representative authorised to act for and on behalf of the Contracting Party in all matters relating to the work. The representative must always be available at reasonable times to perform his duties in accordance with the Agreement.

2. The representative may delegate all or part of his duties to an appointed substitute. Mourik must be notified in writing and in good time about the conditions under which the person is delegated and the name of the substitute. Information, instruction or decisions from the appointed substitute will be deemed to have been given or taken by the representative, provided they do not violate the terms of the delegation of tasks.
3. The Contracting Party may not replace its representative before Mourik has agreed in writing to the selection of a replacement.
4. Only the representative or his appointed replacement(s) is/are authorised to receive – on behalf of the Contracting Party – messages, information and decisions from Mourik concerning the provisions of the Agreement. Messages sent to a representative will be deemed to have been sent to the Contracting Party.

20 THE CONTRACTING PARTY'S GENERAL OBLIGATIONS

1. The day-to-day management and supervision of the performance of the work rests with the Contracting Party. The number of competent and expert supervisory officers that the Contracting Party makes available for this purpose must be in line with the scope and nature of the work and the requirements that Mourik sets in this respect.
2. The Contracting Party guarantees Mourik that the services to be provided by its Personnel will be performed expertly, competently and without interruption and that the Personnel will meet and continue to meet the agreed qualities in terms of training, expertise and experience.
3. Unless otherwise agreed in writing, the Contracting Party will supply all equipment, tools, machines, installations, transport and all other means and products necessary for the performance of the work.
4. The Contracting Party will ensure that it has an efficient internal control system and that all financial records, reports, invoices and any other documents it draws up in connection with the performance of the Contract are available in good time, in accordance with reality and in full.
5. The Contracting Party will be present at all meetings that Mourik organises and announces to discuss the work and receive instructions. Apart from the way in which the Contracting Party is represented at these meetings, all decisions made and instructions given there are binding on the Contracting Party; the decisions and instructions will be recorded in writing for this purpose if possible.
6. The Contracting Party will, if Mourik so requests, unload and store at its own risk and expense all provided materials, accommodation, tools and implements at a place to be determined by Mourik, in accordance with Mourik's instructions and rules.
7. The Contracting Party will ensure that any excess material, waste, etc. used or created by it in connection with the work are removed and/or disposed of. The Contracting Party will keep the construction site clean at all times and will hand over the construction site in a clean state in accordance with the requirements of Mourik and/or its Principal.

21 IMPLEMENTATION PERIOD – PLANNING

1. The Contracting Party is obliged to commence and complete the work at the time and within the time frame specified in the Agreement. The Contracting Party will regularly report to Mourik's representative in writing on the progress, in accordance with the rules set out in the Agreement.
2. If there is a delay or anticipated delay, the Contracting Party will immediately inform Mourik in writing, stating the reasons for the delay. The Contracting Party will, in consultation with Mourik, take such

measures as Mourik may deem necessary to make up for the resulting delay or in any event to limit it as much as possible.

3. If the delay or exceeding the agreed schedule can be attributed to the Contracting Party, the Contracting Party will bear the costs incurred to make up for the delay or exceedance entirely or in part, including the costs for overtime or deploying additional personnel/equipment. The Contracting Party will also bear any additional costs that Mourik has to incur.
4. Mourik is entitled to settle the costs as referred to in the previous paragraph with amounts it owes the Contracting Party.
5. The implementation period may only be extended if both parties agree in advance in writing or in the event of force majeure.

22 PLANS, CALCULATIONS, DRAWINGS, TECHNICAL INFORMATION AND SPECIFICATIONS

1. The Contracting Party must check and study all plans, drawings, calculations and specifications. If the Contracting Party finds an error, contradiction or omission, the Contracting Party will immediately inform Mourik of this, in any event before performance of the work commences.
2. The processing and interpretation of the information, or further processing by the Contracting Party, is at the Contracting Party's expense and risk, even after Mourik has approved or inspected it. The Contracting Party is responsible for all errors, contradictions and gaps and their consequences that come to light after the work commences and for which the Contracting Party could reasonably have warned Mourik earlier.
3. Any ambiguities in the specifications and conditions must always be interpreted in favour of the work, which is at the sole discretion of Mourik, who will provide additional instructions, drawings and information if necessary.
4. All information and advice, given by Mourik in writing as well as orally, in connection with the Deliverables, are intended solely to be of use to the Contracting Party and will be used by the Contracting Party at its full and exclusive responsibility and risk.

23 CHANGES

1. Mourik is entitled to demand changes in the form, nature and content or scope of the work, or part thereof, even if these changes entail contract reductions or extras. Mourik and the Contracting Party will address the consequences of these changes in a reasonable and fair manner, based on the standards and prices that underpin the Agreement. In addition to the Agreement, the amount by which the contract price is adjusted as a result of such a change will be specified in writing.
2. Payment for contract extras or modified work is only due if Mourik has given a written order to that effect. If the Contracting Party believes that contract extras are at play, the Contracting Party must inform Mourik of this in writing in good time before performing the work and the Contracting Party is obliged to carry out those contract extras even if Mourik disputes the claim. In the latter case, the parties will settle the dispute based on the dispute clause in Article 13 if they fail to reach an amicable agreement. The Contracting Party is not entitled to suspend the work in the event of any disputes concerning contract extras.

24 ACCOMMODATION, TOOLS AND EQUIPMENT

1. The Contracting Party will be working as an independent contractor and, subject to further written agreements, must take care of all construction site accommodation and any tools and equipment required.
2. The Contracting Party must comply with Mourik and the Principal's guidelines and instructions at the worksite.
3. The Contracting Party will itself take out adequate insurance for construction site accommodation, tools and equipment.
4. Unless otherwise agreed in writing, the Contracting Party must make work clothing and all personal protective equipment available to its Personnel or Personnel it engages.
5. If Mourik provides or rents tools, auxiliary equipment, other equipment and other items to the Contracting Party, the Contracting Party will check these items on receipt to assess whether they are sound and suitable, and subsequently manage them properly. The Contracting Party accepts all liability, including liability for damage to third parties caused by the use or management of these tools, equipment and other items. These items remain the property of Mourik. The Contracting Party must make these items identifiable as the property of Mourik, for example by marking the items and taking photographs of them. Use of the items made available is at the Contracting Party's risk.
6. The Contracting Party or its representative must sign for receipt of items rented or made available by Mourik and must ensure that the person who signed for receipt is also present when the items rented and/or made available are returned.
7. The costs of any damage to, misuse or loss of tools or equipment rented from Mourik or made available to the Contracting Party by Mourik, will be deducted from the Contracting Party's invoice immediately after discovery, even if these tools or equipment were available without compensation or are otherwise recovered from the Contracting Party.

25 MATERIALS AND CONSUMABLES

1. The Contracting Party itself must supply all consumables, unless otherwise agreed in writing.
2. Materials to be provided by the Contracting Party must be new and of good quality, in accordance with the planned standards and regulations that apply, at Mourik's discretion. Material certificates must be handed over on delivery at the latest.
3. The ownership of all materials, installations and objects that are or will be part of the work will pass to Mourik as soon as they are actually unloaded on the construction site and Mourik has signed for receipt.
4. The Contracting Party guarantees Mourik that the Contracting Party has full disposal of the property and that this right of disposal is not restricted, for example, by pledge or by third-party delivery conditions. If the Contracting Party is unable to comply with this obligation, the Contracting Party will inform Mourik in writing in advance.

26 QUALITY ASSURANCE AND INSPECTION OF WORK AND MATERIALS

1. The quality assurance and inspection requirements that apply to Mourik also apply to the Contracting Party. Mourik will in principle provide the Contracting Party with the specifications as provided for in the Main Agreement or Mourik will give the Contracting Party an inspection or test plan.

2. The Contracting Party is responsible for the quality provided and must demonstrate that the required level has been achieved. Inspections may be carried out by or on behalf of Mourik, as often and wherever Mourik so requests.
3. The Contracting Party is obliged to provide Mourik with the normal necessary assistance free of charge by making available instruments, machines, workers, etc. for the examination, measurement and inspection of the work, as well as the quality, weight or quantity of the materials used or to be used.
4. The Contracting Party must check the suitability for the proper and safe performance of the work of all materials, equipment, tools, machines, installations and other means or products necessary for the performance of the work, provided by or through Mourik, when they are made available on the premises.
5. If the Contracting Party discovers that one of these items has not been provided to the Contracting Party in the appropriate condition, the Contracting Party will immediately inform Mourik's representative. If the Contracting Party fails to do so, the Contracting Party will be deemed to have received these items in a suitable condition.
6. At Mourik's request, the Contracting Party will provide all the information requested regarding the origin and specifications of the equipment used by the Contracting Party. If this request is not complied with, Mourik reserves the right to reject the materials in question or have them replaced at the Contracting Party's expense.
7. Materials, regardless of whether they have been processed, and work performed that is not in accordance with the Agreement, will be removed, replaced or redone by the Contracting Party, at no additional cost to Mourik. The Contracting Party will also bear all costs resulting from direct and/or indirect damages for Mourik.
8. If the Contracting Party fails to carry out the activities referred to in the previous paragraph, Mourik will be entitled to carry out all the necessary work on behalf of the Contracting Party and deduct the amount from the invoice or otherwise recover it from the Contracting Party.
9. Mourik will always have access to the place of work and will be entitled to inspect the work and the materials used at any time. The Contracting Party will take all necessary measures to facilitate this access and inspection.

27 PERMITS AND CERTIFICATES

1. The Contracting Party will ensure that it has all the permits and certificates necessary for the implementation of the Agreement in good time and will provide Mourik with a copy of these permits and certificates immediately on request.

28 PERSONNEL

1. All Personnel deployed by the Contracting Party for the Assignment must be employed by the Contracting Party and must have all the necessary documents (valid ID, SCC basic/Safety for Operational Managers, etc.) and PPE on their person. Hiring Personnel and/or outsourcing to third parties (including freelancers) is not permitted without Mourik's written permission. The aforementioned permission will not be granted if the Contracting Party cannot offer adequate guarantees that the third party in question is able to work under the rules laid down by Mourik and applicable to the Assignment. The Contracting Party is and will remain responsible for the third parties engaged by it and compliance with the applicable laws and regulations.
2. The Personnel to be deployed by the Contracting Party must have a legally valid written agreement with the Contracting Party in which all employment conditions and agreements are properly recorded. The Contracting Party will provide Mourik or the competent authorities access to these agreements and works on request.

3. The Contracting Party guarantees that it will always correctly and fully comply with its obligations arising from the collective bargaining agreements applicable to the Contracting Party and other international or national employment conditions to which the Personnel is entitled. The Contracting Party also guarantees that it will comply in good time with its obligations to pay social and other contributions, payroll tax and national insurance contributions.
4. The Contracting Party will ensure (demonstrably) that a blocked account (G account) is always available, taking into account the vicarious tax liability/recipient's liability. The Contracting Party will give the G account agreement to Mourik immediately on request. Mourik may pay the amount of payroll taxes and (if applicable) the VAT due according to its estimates by paying it into the G account. The G account must be reserved only for the amounts referred to here.

The Contracting Party will deposit the relevant portion of its subcontractors' invoices only into their blocked accounts and will impose, by agreement, the same obligations on these subcontractors as those set out in this article.

The Contracting Party will also require the subcontractor in question to lay down the relevant obligations in all subsequent agreements in the same way until the end of the subcontracting chain (i.e. it has a transfer obligation).

5. On request and as often as Mourik so requests, the Contracting Party must provide Mourik with a recent original statement from the tax authorities regarding its payment history for taxes and VAT.
6. The Contracting Party guarantees that the Contracting Party will comply with its obligations under laws and regulations, including the Dutch Compulsory Identification Act [*Wet op de identificatieplicht*], the Dutch Working Hours Act [*Arbeidstijdenwet*], the Dutch Aliens Act [*Vreemdelingenwet*], the Dutch Foreign Nationals (Employment) Act [*Wet arbeid vreemdelingen*], the Dutch Placement of Personnel by Intermediaries Act [*Wet allocatie arbeidskrachten door intermediairs*], the Dutch Labour Market Fraud (Bogus Schemes) Act [*Wet aanpak schijnconstructies*], the Dutch Posted Workers in the European Union (Working Conditions) Act [*Wet arbeidsvoorwaarden gedetacheerde werknemers in de EU*], the Dutch Assessment of Employment Relationships (Deregulation) Act [*Wet deregulering beoordeling arbeidsrelaties*], the Corporate Sustainability Due Diligence Directive or any comparable regulation.
7. If the Contracting Party deploys foreign personnel, Mourik must be notified of this in advance. If this concerns Personnel who do not have Swiss nationality or the nationality of one of the EEA countries and who are required by regulations to have a work permit, or any other declaration or permit, then this Personnel must have the permit or declaration referred to.

This permit, declaration and/or identity document must be presented on the first day of deployment. If these documents cannot be presented, the aforementioned Personnel will be denied access to the construction site. In this case, the Contracting Party will also be obliged to provide access to all relevant documents immediately on Mourik's request.

8. After the first day of deployment, Mourik is always entitled to ask for the declaration, licence and/or identity document mentioned in the previous paragraph to be presented, so that it can ensure that these documents are still legally valid and/or so that the person concerned can identify themselves. If this is not possible, then Mourik is entitled to deny the Personnel in question access to the construction site.
9. Before work commences, the Contracting Party is obliged to give Mourik the name, first name, citizen service number, address, date of birth, nationality, identification number (including the expiry date) and professional and other qualifications of the Personnel to be deployed by it. Personnel working on the premises on behalf of the Contracting Party must ensure that they can provide proof of identity in the manner indicated by Mourik and/or the Principal when entering the premises.
10. The Contracting Party must notify Mourik in writing of Personnel who are deployed after the work commences at least two days before this Personnel starts working, stating the details mentioned in this article.
11. The Contracting Party is responsible for providing the transport for its Personnel at the location where the work is performed.

12. With Mourik's approval, the Contracting Party will impose on all third parties with whom it enters into agreements for the benefit of Personnel and the implementation of the Agreement the same obligations as mentioned in this article, and will ensure by means of an automatic transfer provision that these third parties include these provisions in all agreements with third parties contracted by them.
13. If the Contracting Party deploys a self-employed professional without staff, the Contracting Party guarantees that the provisions of the agreement between the Contracting Party and the professional ensure that the relationship between the Contracting Party and the professional cannot be regarded as an employment relationship within the meaning of the law. The Contracting Party is responsible for ensuring that the self-employed person performs the work in accordance with the Agreement. Mourik reserves the right to check compliance with this article at the Contracting Party.
14. If the Personnel to be deployed by the Contracting Party have not or have not sufficiently mastered the Dutch language, which does not guarantee good communication, the Contracting Party will ensure that there is a person who has a good command of both Dutch and the language in question, which makes good communication with the Personnel in question possible.
15. The Contracting Party indemnifies Mourik against all fines and/or sanctions and/or damages for violation of the legal regulations mentioned here and/or the relevant provisions in the Agreement. If Mourik is fined and/or held liable or is obliged to pay (unpaid) wages, fines, advance premiums and other premiums, social insurance, taxes and/or (other) damages to any institution or party, Mourik will be entitled to recourse against the Contracting Party for the entire amount, plus statutory commercial interest, without notice of default being required.

29 TRANSFER AND SUBCONTRACTING

1. The Contracting Party will not outsource the Agreement or parts of the work to a third party without prior written permission from Mourik. Written permission for outsourcing given by Mourik in advance does not release the Contracting Party from any obligations or liability under the Agreement.
2. The Contracting Party will include all relevant information from the Agreement in any subcontract entered into by the Contracting Party and all subcontracts will contain provisions allowing the transfer of the subcontract by the Contracting Party to Mourik, if Mourik so requests.
3. If Mourik expressly requests this, the Contracting Party is obliged to have parts of the work carried out based on subcontracting. No subcontract between the Contracting Party and a third party can legally bind Mourik.
4. The Contracting Party must ensure that its subcontractors are informed of relevant communications from Mourik, such as communications regarding work and performance.
5. If the Contracting Party has any part of the work performed by subcontractors without Mourik's prior written permission, or if the Contracting Party has any part of the work performed by subcontractors outside the limits set by Mourik's permission, Mourik will be entitled to:
 - a. demand the termination of that subcontract and assign it to that subcontractor; carry out the work itself or have it carried out at the Contracting Party's expense and risk; or
 - b. terminate the Agreement on the grounds of failure to fulfil obligations arising under the Agreement.

30 COMPLETION

1. The Contracting Party will notify Mourik in writing when the Contracting Party has finished providing the Deliverables.
2. The Contracting Party will be deemed to have finished providing the Deliverables on the date on which Mourik received written notice from its Principal that the work has been approved in accordance with the Main Agreement.

3. If the contractually agreed work is completed early, the Contracting Party must clearly indicate the part already executed on the work drawings to be submitted. Mourik will check these submitted drawings. Drawings checked and accepted by Mourik are the basis for settlement in such a case.
4. The Contracting Party will submit a final statement to Mourik for the amount (on balance) accruing to it within three weeks of the time when the work is completed. The final settlement constitutes a statement that the Contracting Party no longer has any further claims against Mourik or its Principal or will not submit any further claims.

31 WORKING HOURS

1. Unless otherwise agreed, work will not be carried out outside the applicable day-shift working hours unless Mourik has given its written permission. However, the Contracting Party will work outside the normal working hours referred to above, in compliance with the requirements of the Dutch Working Hours Act, if the work requires it or Mourik so requires.
2. In the event of stagnation due to Mourik's fault, the Contracting Party may charge for hours spent waiting. The above does not apply if other properties have been or could be worked on during these hours spent waiting. Mourik reserves the right to assign the Contracting Party to perform replacement work.
3. The Contracting Party has an obligation to use best endeavours to find replacement work in consultation with Mourik in order to reduce the waiting hours as much as possible.
4. Settlement of these waiting hours takes place based on timesheets, which Mourik's representative must sign off daily. Invoices for waiting hours submitted retrospectively will not be honoured.
5. Work will not take place on days off set by Mourik and/or the Principal unless Mourik and/or the Principal have given their written permission.

32 WORKING CONDITIONS AND SAFETY

1. The Contracting Party is responsible for ensuring that working conditions and safety at work are right and proper. The Contracting Party is responsible for ensuring adequate (daily) supervision and management during working hours. The Contracting Party must comply with all applicable legal and contractual regulations and the regulations applicable onsite.

The Contracting Party must ensure that the Contracting Party has the necessary certificates for this. The Contracting Party must find out about these certificates in good time in advance and instruct its Personnel accordingly. Personnel who, in Mourik's opinion, fail to work safely must be removed from the work immediately on Mourik's request. If Mourik so wishes, the Contracting Party will ensure that Personnel who have been turned away are replaced without delay.
2. Before the Contracting Party starts its work, the Contracting Party must submit a health and safety plan to Mourik in time for approval, taking into account the applicable legal provisions and regulations regarding the Assignment. The form and scope of this plan must be appropriate to the nature and extent of the work.
3. The Contracting Party undertakes to immediately report to Mourik all accidents, near-miss accidents and incidents relating to health, safety and the environment that occur during or in connection with the performance of the work, in accordance with the procedures in force at Mourik. In this context, the Contracting Party must cooperate fully with investigations to be carried out by Mourik. Refusal of or opposition to the above may lead to immediate termination of the Agreement without the Contracting Party being entitled to compensation from Mourik.
4. If an unsafe situation arises due to the Contracting Party or its Personnel, Mourik is entitled to have the work stopped without being held liable for compensation and without this delay constituting force majeure for the Contracting Party.

5. The Contracting Party will ensure that the equipment, materials, tools and temporary facilities, as well as all other items used for the performance of the work, are in a safe condition and function according to their intended purpose.
6. The requisite safety labels must be affixed to the equipment where they are visible. The requisite certificates must be present on site and comply with the provisions of the Machinery Directive and other applicable legislation.

33 THE ENVIRONMENT AND HAZARDOUS SUBSTANCES

1. The Contracting Party must strictly adhere to all regulations in force at the construction site for the protection of air, soil and water, which are set by Mourik and/or its Principal and as resulting from laws and regulations and government-granted permits, as well as from the Mourik Code of Conduct and the Mourik Contractors Sustainability Statement.
2. If, as a result of the Contracting Party's operations and in contravention of the provisions of the first paragraph, harmful substances are (or are likely to be) released into the environment, the Contracting Party will inform Mourik and do everything in its power to minimise the harmful consequences of this. Mourik may impose certain requirements with regard to the measures to be taken.
3. Without prejudice to the provisions of paragraph 2 of this article, the Contracting Party indemnifies Mourik and its Principal against all third-party claims (including claims from the government) regarding environmental pollution.
4. The Contracting Party must immediately report any environmental incidents to the relevant Mourik site supervisor. The Contracting Party must limit all waste that is released during the performance of the work as much as possible and must process and register the waste in accordance with applicable laws and regulations.
5. The following provisions apply to the supply or use of dangerous substances on Mourik sites or in Mourik buildings or the worksite. 'Hazardous substances' in any event means substances that, owing to their intrinsic properties or to the conditions under which they occur, are likely to cause danger, damage or serious nuisance to humans, animals or the environment.
6. Hazardous substances, which are harmful to humans and the environment, include at least the following categories of substances:
 - a. toxic substances;
 - b. substances that may explode;
 - c. carcinogenic and mutagenic substances;
 - d. substances that are harmful to fertility or foetuses.
7. For substances in the above categories, a safety data sheet (including a material safety data sheet or an international chemical safety card) must be provided in accordance with the relevant legal provisions, including appropriate information, with regard to:
 - a. the identity of the substance;
 - b. hazards inherent in the substance that pose a hazard to the health and safety of the workers involved;
 - c. hazards inherent in the substance that pose a hazard to humans and the environment;
 - d. the way in which the hazards mentioned in the previous sections can be prevented or reduced as far as possible;
 - e. first aid procedures;
 - f. fire-fighting measures.

8. If it concerns deliveries in the above categories, the safety data sheet, material safety data sheet or international chemical safety card will be provided at or before the time the substance is delivered for the first time. A revised material safety data sheet will be provided if there are any changes to the information contained in the material safety data sheet or in an international chemical safety card that are relevant to the safety or health of workers or the environment.
9. If deliveries that as referred to above include hazardous substances, dispensation is required from Mourik for the possession and/or use of these substances. To obtain dispensation for the application of these substances, the Contracting Party must report them via the contact persons designated in the Assignment, accompanied by the relevant safety data sheet. At Mourik's discretion, the Contracting Party must provide a sample for analysis. The Contracting Party must take into account the time required to obtain dispensation.
10. If substances are found for which a requisite dispensation has not been granted and/or for which the relevant safety data sheets have not been provided, these substances will be removed from the site or from the buildings by or on behalf of Mourik at the Contracting Party's expense.

34 INVOICING AND PAYMENT

1. If Mourik deems it necessary for the progress of the work, it is entitled to pay the Contracting Party's subcontractors and/or suppliers directly in full discharge and to deduct the amount paid from all that Mourik owes the Contracting Party.
2. The payments made by Mourik to the Contracting Party's subcontractors and/or suppliers do not affect the Contracting Party's liability.
3. In the cases referred to in paragraphs 1 of this article, Mourik will grant discharge to the Contracting Party for these payments, to the extent that they relate to these sums.

35 SUSPENSION OF WORK

1. Mourik is always entitled to suspend the performance of the work entirely or in part by means of a written notification to the Contracting Party. This notification will indicate the date and part of the work that will be suspended. If the suspension lasts longer than six months, the Contracting Party is entitled to terminate the Agreement relating to the suspended part by means of a written notice subject to a 30-day notice period. This termination will cease to have effect if Mourik informs the Contracting Party within one week of receipt of the notice that the suspension will be lifted within two months.
2. The Contracting Party is obliged to resume the suspended work without delay at the time set in the written order from Mourik to the Contracting Party to resume the work.
3. The Contracting Party will be reimbursed for all direct costs and expenses that the Contracting Party can prove arose as a result of the suspension. The Contracting Party must consult with Mourik to this end.
4. Except as provided in paragraph 3 of this article, Mourik will not be liable to the Contracting Party or its subcontractors for any damages or loss of profit resulting from total or partial suspension of the work and the Contracting Party will indemnify Mourik for any claims on this basis.

36 AUDIT

1. The Contracting Party, its subcontractors, the subcontractors' subcontractors, etc., must keep the books, accounts, correspondence, files and any other documents of any kind relating to the work for a period of seven years after delivery/completion of the work.

2. Mourik and its authorised representative must have unrestricted access at reasonable times to all documents referred to in paragraph 1 of this article so that it can verify that:
 - a. the costs and fees or rates are in accordance with the Agreement and in accordance with the agreements concerning how they are charged;
 - b. the Contracting Party's business operations are ethically sound, if Mourik has a strong suspicion that the business operations are unethical;
 - c. the work has been carried out in accordance with the Agreement and in accordance with applicable laws, rules and provisions.
3. The checks and verifications referred to in this article will not include the drafting of agreed lump-sum prices, fixed rates and fixed fees. Contract extras must be calculated in such a way that they can be checked and verified separately from the original work.
4. If Mourik disputes expenses and/or costs and the Contracting Party refuses to grant access for inspections, it will be assumed that these expenses and/or costs are included in the Contracting Party's fixed rates and are not eligible for reimbursement.
5. If Mourik wishes to subject a subcontractor of the Contracting Party to an audit, Mourik must ask the Contracting Party in writing to start the procedure for an audit. Such a request may only be refused on reasonable grounds.
6. Mourik is entitled to reproduce and keep the documents referred to in paragraph 1 of this article for its internal use, with the exception of the documents relating to agreed lumpsum prices, fixed tariffs and fixed fees.
7. Mourik's right to have audits conducted continues for two years after either the completion of the work or the early termination of the Agreement.
8. The Contracting Party will ensure that the provisions of this article will be incorporated into any subcontract and any similar document arising from the Agreement, including any contracts to be concluded by subcontractors or their subcontractors, so that the contractor or subcontractor is granted the same audit rights as those granted to Mourik.

SECTION 4

PROVISIONS SPECIFIC TO THE PROVISION OF SERVICES

37 SERVICE PROVISION

1. The Personnel must be competent and capable of being involved in the execution of the Assignment. Given the nature of the Assignment, the Personnel must have the appropriate education and training, certificates and sufficient relevant work experience, valid access passes, instructions, authorisations and work permits.

38 ABSENCE AND REPLACEMENT

1. The Personnel providing the Deliverables who are absent because they are unfit for work and/or are on leave will not be paid during the absence.
2. The Contracting Party will arrange for the replacement of Personnel who are absent, unless Mourik considers that replacement is not necessary. The Contracting Party will not replace absent Personnel unless Mourik has given prior written permission regarding the choice of the replacement.
3. This replacement does not release the Contracting Party from any obligation under the Agreement.