

General Purchasing and Hiring Conditions of Bakker Flow Services version 1.0 2025

GENERAL

Article 1. Definitions

In these general purchasing and hiring conditions, the following terms are used with the following meaning, unless expressly stated otherwise:

- a. "Bakker Flow Services" is the client, the limited liability company Bakker Flow Services B.V., located in Coevorden, at Hulteweg 10 (7741 LE), and all its affiliated companies, registered with the Chamber of Commerce under number 04040903.
- b. "Contractor" is the counterparty to Bakker Flow Services.
- c. "General Conditions" are these General Purchasing and Hiring Conditions.
- d. "Principal" is the (intended) client of Bakker Flow Services.
- e. "Agreement" is the Agreement between Bakker Flow Services and the Contractor.
- f. "Performance" is the delivery of goods and/or Work;
- g. "Party" or "Parties" means both Bakker Flow Services and the Contractor.
- h. "Work" is both the contracting of work and the performance of services;
- i. "Location" is the place where the Work is performed and/or the Equipment is used;
- j. "Equipment" is all goods hired to the Contractor or used during the performance of the Work;
- k. "Information" is all goods made available by Bakker Flow Services to the Contractor, as well as all goods produced by the Contractor in the context of the performance of the Agreement, including documents or data carriers.

Article 2. Applicability

- a. These General Conditions apply to all requests, offers, and agreements in which Bakker Flow Services acts as the purchaser of goods and/or services and/or as the hirer. A copy of these conditions can be downloaded free of charge from the website <https://bakkerflowservices.com/terms-and-conditions/> and will also be sent free of charge upon first request. The applicability of any other conditions is hereby expressly rejected.
- b. The General Section applies to all quotations/offers submitted to Bakker Flow Services, orders placed, and agreements concluded with Bakker Flow Services. If the Agreement also or exclusively includes:
 - I. the purchase and delivery of goods, the provisions of Special Section I apply in addition to the General Section;
 - II. the contracting of work and/or the performance of services, the provisions of Special Section II apply in addition to the General Section;
 - III. the provision of workers by the Contractor, the provisions of Special Section III apply in addition to the General Section.
- c. In the event of a conflict between the Special Section and the General Section, the provisions of the applicable Special Section prevail. In the event of a conflict between the terms and conditions set out in the agreement and these General Conditions, the terms and conditions set out in the agreement prevail.
- d. An English translation of these General Conditions is available. In the event of any dispute regarding the interpretation of these General Conditions, the Dutch text shall prevail.

Article 3. Conclusion of an Agreement

- a. A request from Bakker Flow Services will be followed by an irrevocable offer from the Contractor.



- b. Unless otherwise agreed, the prices quoted by the Contractor are in euros, excluding VAT, and including all other costs, such as, but not limited to, costs for exemptions, licenses, permits, transport, insurance, customs procedures, and warranties.
- c. An offer is valid for 30 days, unless otherwise agreed in writing.
- d. The Agreement is concluded when Bakker Flow Services sends the purchase order to the Contractor.
- e. Execution of a verbal purchase order can only take place after Bakker Flow Services has confirmed the purchase order in writing or has issued a purchase order number to the Contractor.
- f. For framework agreements, the Agreement is concluded each time Bakker Flow Services sends the purchase order for a (partial) delivery, within the framework agreement, or issues a purchase order number to the Contractor.
- g. Bakker Flow Services reserves the right at all times to suspend or cancel a reservation or order free of charge and without being liable for damages.

Article 4. Modification of the Agreement

- a. If the Contractor proposes a change—including additional or reduced work—to (the performance of) the Agreement, this can only be implemented with the written consent of Bakker Flow Services.
- b. Bakker Flow Services is authorised to amend the content of the Agreement. Bakker Flow Services is authorised to make adjustments to drawings, models, instructions, specifications, and the like relating to the Agreement. Bakker Flow Services will notify the Contractor of these changes in writing as soon as possible.
- c. The Contractor will implement all changes and additions requested by Bakker Flow Services (including, but not limited to, changes to the schedule) if these are technically and organisationally feasible.
- d. If a desired change—including additional or reduced work—in the Contractor's opinion will affect the agreed price, quality, quantity, and/or delivery date, it will inform Bakker Flow Services in writing as soon as possible before implementing the change, but no later than five business days after notification of the desired change. Failing this, the desired change will be deemed not to affect the agreed price, quality, quantity, and/or delivery date.
- e. The consequences of changes will be agreed upon in advance in writing. If Bakker Flow Services deems the consequences for the price, quality, quantity, and/or delivery date to be unreasonable in relation to the nature and scope of the change, or if no agreement is reached regarding the consequences of changes, Bakker Flow Services has the right to terminate the Agreement by giving written notice to the Contractor.

Article 5. Outsourcing and transfer

- a. The Contractor is not authorised to outsource or transfer the Agreement or any part thereof to a third party without the prior written approval of Bakker Flow Services.
- b. In the event of outsourcing or transfer by the Contractor to a third party, the Contractor must at all times declare all provisions—written or unwritten—under the Agreement applicable back-to-back to the agreement with that third party.
- c. The Contractor remains fully responsible and liable at all times for the performance by that third party, and any other obligations of the Contractor under the Agreement remain unaffected.
- d. The Contractor is not authorised to transfer or pledge one or more of its rights under the Agreement to a third party without the prior written approval of Bakker Flow Services.

Article 6. Force majeure

- a. The Parties are not liable to each other if and to the extent that performance is delayed or temporarily prevented by a force majeure situation.

- b. Only the following events are considered force majeure:
- Riot, war, invasion, acts of foreign enemies, hostilities (regardless of whether war is officially declared), acts of terrorism, civil war, rebellion, revolution, insurrection, or military seizure of power;
 - Ionizing radiation or contamination by radioactivity from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel, or the radioactive, toxic, explosive, or other hazardous properties of a nuclear explosive composition or any nuclear component thereof;
 - Pressure waves caused by aircraft or other aerial vehicles traveling at sonic or supersonic speeds;
 - Earthquakes, floods, fires, explosions, and/or other natural physical disasters, excluding weather conditions as such, regardless of their severity;
 - Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes involving workers not employed by the affected Party, its subcontractors, or its suppliers, that affect a significant or essential part of the work;
 - Maritime or aviation accidents;
 - Changes to any general or local law, regulation, decree, or other statutory provision, or the implementation of such a law, regulation, decree, or provision by a competent authority.
- c. In the event of force majeure, the Party prevented from performing must immediately notify the other Party with full details of the situation and make every reasonable effort to remedy the situation without delay.
- d. Unless expressly agreed otherwise, no payments of any kind will be made in connection with a force majeure event.
- e. Following notification of a force majeure event in accordance with paragraph c, the Parties will meet without delay to jointly agree on an acceptable approach to mitigate the consequences of the event as much as possible.

Article 7. Intellectual property

- a. The Contractor guarantees that it will not infringe the intellectual property rights of third parties in the performance of the Agreement. The Contractor indemnifies Bakker Flow Services against claims by third parties for compensation for damages due to infringement of their industrial and intellectual property rights.
- b. In the event of any infringement as referred to in paragraph a of this article, the Contractor is obligated to acquire a right of use for Bakker Flow Services, or if this is not possible, to replace the delivered goods with equivalent goods that do not infringe the intellectual and/or industrial property rights of third parties, or to modify the goods in such a way that the infringement is remedied, all in consultation with Bakker Flow Services and on the condition that the goods continue to comply with the provisions of the Agreement and are suitable for their intended purpose.
- c. To the extent that the Contractor or any third party may assert intellectual property rights in respect of the delivered goods, the Contractor grants to Bakker Flow Services a right of use in respect of the delivered goods that is unlimited and unrestricted in time and scope and free of charge. This right of use shall also include the right of Bakker Flow Services to grant a right of use in respect of the goods to its customers.
- d. All foreground intellectual property rights, being the intellectual property rights that are (directly or indirectly) created or developed within the context of the Agreement, shall belong exclusively to Bakker Flow Services, irrespective of whether the Contractor has produced the same free of charge. This does not affect the fact that background intellectual property rights, being the intellectual property rights that already existed and were owned by a Party prior to the entry into force of the Agreement, remain the property of the relevant Party.

- e. If an invention arises from an exchange of knowledge between Bakker Flow Services and the Contractor, Bakker Flow Services has the right to apply for a patent on that invention in its name and at its own expense. Bakker Flow Services will notify the Contractor of its decision to do so without delay. The Contractor is obligated, upon request, to assist Bakker Flow Services in processing the application.

Article 8. Use of artificial intelligence (AI) and data protection

- a. The Contractor guarantees that the use of artificial intelligence (AI) in relation to the performance of the agreement complies with all applicable laws and regulations, including the AI Act and the General Data Protection Regulation (GDPR).
- b. The Contractor guarantees that the AI systems it uses are secure and respect fundamental rights, regardless of whether these systems were developed within or outside the European Union. The Contractor acknowledges that AI systems are classified into different risk categories under the AI Act and that, depending on the category an AI system falls into, stricter, lighter, or no rules may apply. The Contractor is responsible for a proper assessment and appropriate measures.
- c. The Contractor may not enter any personally identifiable data, company-sensitive information, designs, or brand names of Bakker Flow Services into public or unsecured AI systems (such as ChatGPT, Google Gemini, Microsoft Copilot, or other generative AI tools).
- d. Notwithstanding other provisions in these Terms and Conditions, the Contractor is fully responsible for the use of AI and its consequences. Bakker Flow Services cannot be held liable for any damage or legal consequences arising from the incorrect or unauthorised use of AI by the Contractor. The Contractor indemnifies Bakker Flow Services against all claims, damages, or costs resulting from the use of AI in violation of this provision.
- e. If Bakker Flow Services determines or reasonably suspects that AI is being used in a risky or unauthorised manner in relation to its products or services, it has the right to take appropriate measures, such as suspending or terminating the agreement and/or demanding remedial measures.

Article 9. Acceptance

- a. Delivery does not constitute acceptance.
- b. Within a reasonable period after delivery, Bakker Flow Services will inspect the Performance (or have it inspected), including testing and/or examination. Inspection does not constitute acceptance and does not release the Contractor from its obligations under the Agreement. Unless otherwise agreed, the costs of the inspection—with the exception of the costs of Bakker Flow Services' own personnel or its authorised representative—will be borne by the Contractor. In the event of a re-inspection, all costs will be borne by the Contractor.
- c. Based on the inspection, Bakker Flow Services may:
 - approve the Performance; or
 - conditionally approve the Performance, provided that the Contractor must remedy one or more outstanding issues within a period to be determined by Bakker Flow Services; or
 - reject the Performance.
- d. In the event of rejection, Bakker Flow Services may instruct the Contractor to perform the Agreement in accordance with the agreed requirements within a reasonable period to be determined by Bakker Flow Services, whereby Bakker Flow Services reserves the right to issue instructions. The provisions of this article then apply mutatis mutandis. If the delivered Performance is rejected again in the second instance, Bakker Flow Services may perform the Agreement (or have it performed by a third party) at the Contractor's expense.
- e. Rejection does not in any way imply a postponement of the agreed delivery date, unless Bakker Flow Services has agreed to an extension in writing.

- f. Acceptance is deemed to have occurred when Bakker Flow Services has approved the Performance in writing, or, in the case of conditional approval, when the outstanding issues have been resolved in Bakker Flow Services' opinion.
- g. For partial deliveries, Bakker Flow Services will only conduct preliminary inspections, and acceptance will not take place until the entire performance of the Agreement has been completed and the other conditions for acceptance have been met.
- h. The Contractor is fully responsible for unaccepted goods that must be (temporarily) stored or otherwise remain under the Contractor's supervision. The Contractor is liable for all damages resulting from total or partial loss, theft, burning, or damage in this regard.
- i. Acceptance does not release the Contractor from its liability for any visible or invisible defects, regardless of whether Bakker Flow Services has conducted an inspection.
- j. If the Performance is ready for delivery but Bakker Flow Services is reasonably unable to accept it at the agreed time, the Contractor will retain the Performance, segregated and identifiably designated for Bakker Flow Services, secure it, and take all necessary measures to prevent any deterioration in quality until the Performance has been delivered.

Article 10. Invoicing

- a. The invoices to be sent by the Contractor to Bakker Flow Services must comply with the requirements set out in or pursuant to the Turnover Tax Act 1968. The Contractor must clearly and concisely state the following information on this dated and numbered invoice:
 - purchase order number and/or work number;
 - name and address of the Contractor;
 - name and address of Bakker Flow Services;
 - VAT number of the Contractor;
 - unique invoice number;
 - invoice date;
 - date of delivery or performance;
 - description of the goods or services delivered;
 - quantity and nature of the goods, services, or number of hours worked;
 - price per unit and the total amount (excluding VAT);
 - applicable VAT rate(s);
 - VAT amount;
 - total amount payable (including if applicable 'VAT reverse charge rule', including explanation);
 - the date of any advance payment;
 - the Contractor's G-account number.
- b. The Contractor will not invoice amounts owed by Bakker Flow Services before the date of delivery of the Performance.
- c. The invoice must be accompanied by, and correspond with, delivery notes signed for approval by the authorised representative of Bakker Flow Services, or by Bakker Flow Services' order forms, as well as the timesheets.
- d. The Contractor is not entitled to increase invoices with a so-called credit limit surcharge.
- e. Invoices that do not meet the requirements set out in the preceding paragraphs of this article will be returned without being processed and unpaid.

Article 11. Payment

- a. Payment is made based on an agreed schedule, or in the absence thereof, after completion of the Work or delivery. Bakker Flow Services is only obligated to pay after:
 - The Contractor has delivered the Work or a part thereof to which a (instalment) payment relates, in accordance with the Agreement, to Bakker Flow Services, or after the Contractor has completed a part of the Work to Bakker Flow Services' satisfaction; and



- Bakker Flow Services has received an invoice in accordance with Article 10 of these terms and conditions;
- b. Bakker Flow Services will not make payments earlier than 30 days after all conditions described in the previous paragraph have been met, unless otherwise agreed in writing.
- c. If it has been agreed that Bakker Flow Services must pay amounts in advance or as a deposit, Bakker Flow Services is at all times entitled to request sufficient security for this payment from the Contractor.
- d. Bakker Flow Services always reserves the right to deposit the VAT, social security contributions, and payroll tax owed by the Contractor in connection with the performance of the Agreement, for which Bakker Flow Services is jointly and severally liable under the Tax Collection Act (*Invorderingswet*) (at Bakker Flow Services' discretion), into the Contractor's G-account or to pay it directly to the Dutch Tax Authorities. Bakker Flow Services is fully discharged from the Contractor's obligations to the extent of the amount paid.

Article 12. Warranty

- a. The Contractor warrants that the delivered Performance complies with the Agreement and that it possesses the agreed-upon properties, is free from defects, is suitable for its intended purpose, and complies with statutory requirements and other applicable regulations, both national and international, all as applicable at the time of delivery.
- b. Unless the Agreement or mandatory legislation provides otherwise, the Contractor provides a minimum 24-month warranty on the Performance. The warranty period commences upon delivery or, if later, upon acceptance by Bakker Flow Services.
- c. The Contractor will repair defects and imperfections falling within the warranty period within a reasonable period to be determined by Bakker Flow Services. All costs arising from this, including but not limited to: transport, shipping, assembly and disassembly, travel and accommodation expenses, will be borne by the Contractor.
- d. If the urgency of the repairs necessitates this, Bakker Flow Services, after consultation with the Contractor, is authorised to carry out the repairs at the Contractor's expense. In very urgent circumstances, Bakker Flow Services may also waive prior consultation, in which case Bakker Flow Services will notify the Contractor as soon as possible after the repairs have been completed.
- e. If Bakker Flow Services deems it necessary, it may request complete replacement of the Performance. Bakker Flow Services will notify the Contractor of this request in writing. The Contractor will then proceed with the replacement.
- f. The warranty and the warranty period will restart after Bakker Flow Services accepts a repair or replacement to which the warranty provisions apply.
- g. The Contractor shall fully indemnify and hold Bakker Flow Services harmless from and against claims by third parties, including its Principal, with respect to warranty claims and all resulting damages, including all consequences of delays in delivery and downtime of goods and personnel.

Article 13. Confidentiality

- a. Both the Contractor and Bakker Flow Services guarantee that all information, including but not limited to data and know-how, received from the other Party will be treated confidentially and will remain confidential. The foregoing is without prejudice to the statutory obligation to disclose certain data.
- b. The Contractor is expressly prohibited from reproducing, publishing, or exploiting the information referred to in the previous paragraph, whether or not with the involvement of third parties, without the prior written consent of Bakker Flow Services.



Article 14. Right of suspension

- a. Bakker Flow Services is permitted to suspend its payment obligations if the Contractor fails to fulfil its obligations under the Agreement or under the law, or if Bakker Flow Services suspects that the Contractor will fail to fulfil its obligations, regardless of the extent of the failure and whether or not this failure can be attributed to the Contractor.
- b. The Contractor waives its right to suspend performance insofar as the suspension results in, or threatens to delay, the timely performance of the Work.

Article 15. Chain liability and hirer liability

- a. If the Contractor makes use of supplied workers, it shall be obliged to strictly comply with the administrative requirements laid down by or pursuant to the Tax Collection Act (*Invorderingswet*).
- b. If Bakker Flow Services or its Principal is held liable under the Tax Collection Act (*Invorderingswet*) for unpaid (advance) social security contributions or taxes by the Contractor, and Bakker Flow Services pays these contributions or taxes, Bakker Flow Services shall be entitled to recover from the Contractor the entire amount paid, plus statutory interest from the date Bakker Flow Services made the payment. The Contractor shall indemnify and hold Bakker Flow Services harmless in this regard.

Article 16. Liability

- a. The Contractor is liable for all damage that Bakker Flow Services, the persons or companies working for it, or any other third party, including the Principal, will suffer or has already suffered as a result of a shortcoming attributable to the Contractor, including any business interruption and consequential damage, as well as paid fines and discounts granted. This liability also includes liability for damage caused by a defect in delivered goods as referred to in Article 6:186 of the Dutch Civil Code (product liability).
- b. The Contractor is obligated to immediately inform Bakker Flow Services of any damage.
- c. The Contractor indemnifies Bakker Flow Services against any third-party claims regarding any compensation for damage as referred to in paragraphs a and b of this article. Third parties include employees of Bakker Flow Services, as well as those working on behalf of Bakker Flow Services and its Principal.
- d. Compliance with the safety, health and environmental regulations applied by Bakker Flow Services and its Principal does not release the Contractor from its liability for damage or injury in connection with the performance of the Agreement.

Article 17. Insurance

- a. Without prejudice to the Contractor's statutory insurance obligation, the Contractor is obligated to insure against the financial consequences of any (potential) liabilities to Bakker Flow Services. Taking out insurance does not affect the Contractor's liability under the agreements or the law.
- b. The Contractor must ensure that, during the term of the Agreement and its performance, it will take out and maintain the following insurance policies, also on behalf of Bakker Flow Services:
 - Business and professional liability insurance.
 - Transport all-risk, CAR (Construction All Risk), EAR (Erection All Risk), or similar insurance that provides coverage for the Equipment and that adequately covers at least the categories "work," "liability," and "existing property of the client."
 - All-risk insurance (third-party liability + full value of the comprehensive insurance + Workers' risk) for all its vehicles.
 - All mandatory statutory insurances prescribed by applicable law.
- c. The insurances referred to in this article will in all cases be primary in relation to the insurances of Bakker Flow Services and any third parties engaged by it. The insurances will stipulate that the insurers waive any right of recourse against Bakker Flow Services, its

subcontractors, and their employees and subordinates. Bakker Flow Services will be listed as a co-insured in the policy.

- d. At the request of Bakker Flow Services, the Contractor is obligated to provide Bakker Flow Services with copies of the insurance policies relating to the insurance policies taken out, as well as copies of the premium payments associated with the relevant insurance policies.
- e. The insurances referred to in Article 16, paragraph b, have an insured amount that corresponds to the legal requirements and/or the full value of the Equipment. In the absence of a specified insured amount, a minimum insured amount of €5,000,000 per claim will apply. The insurances will not have a deductible exceeding €5,000 per event or a series of events resulting from the same cause.
- f. The insurances mentioned in this article do not limit the Contractor's liability under the agreements or the law.

Article 18. Termination

- a. Except as provided by law, the Contractor is legally in default in the following cases, and Bakker Flow Services is entitled to terminate the Agreement in whole or in part without further notice of default or judicial intervention, without prejudice to Bakker Flow Services' right to compensation and regardless of the nature or extent of the breach or its significance:
 - if the Contractor fails to fulfil one or more of its obligations arising from the Agreement, or fails to fulfil them in a timely manner, resulting in, among other things, a delay in the Work or part thereof;
 - if the Contractor is declared bankrupt, is granted a (provisional) moratorium, is admitted to statutory debt restructuring, or is placed under guardianship in accordance with the law, or if an application for one of these cases is filed;
 - if one or more of the Contractor's assets are placed under administration;
 - if the Contractor transfers, liquidates, or closes down control of its business or part thereof, in whole or in part, or if business operations are otherwise suspended;
 - if the Contractor's assets or parts thereof are subject to a conservatory or execution attachment.
- b. Bakker Flow Services' claims against the Contractor after the termination, including the claim for damages, shall become immediately due and payable in full.

Article 19. Evergreen clause

The Parties agree that the obligations entered into under Articles 7, 8, 12, 13, and 19 shall remain in full force and effect after the termination of this Agreement, regardless of the cause of termination.

Article 20. Personal data

- a. For the proper performance of the Agreement and to the extent necessary, the Contractor grants Bakker Flow Services permission to use and/or process the Personal Data provided by the Contractor.
- b. Unless the Parties are required by law, no personal data will be provided to third parties without the express consent of the data subject.
- c. For questions regarding, among other things, (the purpose of) the registration, the use of the Personal Data, and/or to communicate changes or to object to (further) use or registration of their Personal Data, the Contractor or the data subject must contact the office of Bakker Flow Services in writing.

Article 21. Amendment clause

Bakker Flow Services reserves the right to amend these terms and conditions. Bakker Flow Services will notify the Contractor thereof in writing. The Contractor then has the right to



terminate the Agreement within two months of this notification. If no response is received within two months, the amendment will be deemed accepted and therefore irrevocable.

Article 22. Applicable law and jurisdiction

- a. Disputes between the Contractor and Bakker Flow Services will initially be resolved amicably. If a dispute is not resolved amicably within a reasonable period, it may be submitted to the competent court.
- b. All legal relationships between the Contractor and Bakker Flow Services, to which these general terms and conditions apply, are exclusively governed by Dutch law.
- c. All disputes between the Contractor and Bakker Flow Services that are not resolved amicably will be settled exclusively by the competent court in the district where Bakker Flow Services has its registered office.

SPECIAL SECTION I, PURCHASE AND DELIVERY OF GOODS

Article 23. Delivery, packaging, transport, storage, and installation

- a. Unless the purchase order expressly states otherwise, delivery will be made based on Incoterms 2020 Delivered Duty Paid (DDP), Bakker Flow Services, Hulteweg 10, Coevorden, the Netherlands.
- b. The Contractor must package the shipment properly and in accordance with (inter)national legislation, accompanied by a transport note stating at least the purchase order number, the number of packages, and the correct delivery address. A packing list detailing the contents of the shipment must be attached to the outside of each package.
- c. All costs related to the Agreement or its performance for packaging, transport, storage, installation of the goods, and the costs of insurance (actual value) for transport, storage, and installation shall be borne by the Contractor. The Contractor will immediately reimburse Bakker Flow Services for these costs, to the extent Bakker Flow Services has incurred these costs.
- d. The Contractor guarantees that the delivered goods are clean and free of contamination. The Contractor is liable for all damage resulting from contamination or pollution, including, but not limited to, additional cleaning costs, as well as the costs of cleaning, removing, and destroying the spread of pollution or contamination in the soil and/or groundwater, regardless of how, where, and by whomever caused, including all (consequential) damage resulting from delays and/or partial or complete shutdowns of Bakker Flow Services or third parties.
- e. If the Contractor has had equipment contaminated with radioactive waste of natural origin (NORM) cleaned prior to delivery, it is obligated to provide a certificate of cleaning.

Article 24. Transfer of ownership and risk

- a. Ownership of and risk for the Performance, as well as components of the Performance, such as materials, shall pass to Bakker Flow Services upon delivery.
- b. Notwithstanding paragraph a of this article, Bakker Flow Services shall acquire ownership of the Performance at the time it is stored for Bakker Flow Services; however, the risk and costs of storage shall remain with the Contractor until delivery of the Performance.
- c. The Contractor is not authorised to pledge or encumber in any way the goods owned by Bakker Flow Services.
- d. If third parties seize goods owned by Bakker Flow Services or wish to establish or assert rights thereto, the Customer is obligated to notify Bakker Flow Services as soon as can be reasonably expected.
- e. In the event that Bakker Flow Services wishes to exercise its ownership rights, the Contractor hereby grants unconditional and irrevocable permission to Bakker Flow Services, or to third



parties designated by it, to enter all locations where Bakker Flow Services' property is located and to take back those items.

Article 25. Delivery time

- a. The Contractor will deliver the items at the time specified in the Agreement. The agreed time or period of delivery is of the essence. In the event of late delivery, the Contractor will be in default without further notice of default.
- b. As soon as the Contractor knows or expects that the items cannot be delivered on time, it will immediately inform Bakker Flow Services thereof.
- c. Delivery earlier than agreed upon can only take place after consultation with Bakker Flow Services. Earlier delivery will not change the agreed payment date.
- d. If the Parties have not agreed in writing on late payment compensation, the Contractor will owe a penalty of 5% of the total order amount per day, including part of a day, from the date of default, with a minimum of €500. This penalty is immediately due and payable without the need for notice of default or other prior declaration within the meaning of Articles 6:80 et seq. of the Dutch Civil Code. This penalty is due in the event of both attributable and non-attributable failure and without prejudice to any other rights or claims of Bakker Flow Services, including in any case the right of Bakker Flow Services to claim full damages. The penalty is capped at 50% of the total order amount. The imposition, claim, or offset of this penalty or damages will not affect Bakker Flow Services' other rights.
- e. If the goods are not delivered, in whole or in part, at the agreed time, Bakker Flow Services has the right, without further notice of default or judicial intervention and without prejudice to its other rights, to terminate the Agreement. This termination extends not only to the goods that have not yet been delivered, but also to the goods already delivered under the same Agreement, if these goods can no longer be used effectively due to the non-delivery of the remaining goods.
- f. Upon termination of the Agreement, Bakker Flow Services is authorised to return to the Contractor, at the Contractor's expense and risk, the goods that have already been delivered under the same Agreement but can no longer be used effectively, and to reclaim from the Contractor any payments it may have made for these goods.
- g. Upon termination of the Agreement, the Contractor shall be obliged to compensate Bakker Flow Services for all further losses that Bakker Flow Services may incur, including but not limited to losses arising from a covering purchase and fines imposed on Bakker Flow Services by its Principal.

Article 26. Availability of maintenance and spare parts

The Contractor warrants that maintenance and spare parts necessary for the repair and maintenance of the delivered goods will remain available at reasonable prices and/or rates for a period of 10 years after the last delivery of the goods in question to Bakker Flow Services, unless the Agreement specifies a different period.

SPECIAL SECTION II, CONTRACTING WORK AND PROVISION OF SERVICES

Article 27. The Contractor's obligations

- a. The Contractor is obligated to:
 - strictly comply with all obligations towards the employees engaged by the Contractor, whether directly employed or hired;
 - strictly comply with the applicable collective labour agreement;



- observe rest days, public holidays, vacation days, or other established or to be established days off, generally recognised at the work location or prescribed by the government or pursuant to a collective labour agreement, for the benefit of the Contractor or its employees performing Work under the Agreement;
 - organise its administration in accordance with legal requirements, including the provisions of the Tax Collection Act (*Invorderingswet*);
 - provide information upon request regarding the availability of a G-account. If the Contractor does not have a G-account, the Contractor will open one upon Bakker Flow Services' first request.
- b. The Contractor must have:
- an establishment permit, if required;
 - a list of all employees employed, whether hired or not, or a timesheet;
 - a payroll tax number and a recent statement from the Dutch Tax Authorities regarding its payment record in respect of social security contributions and payroll taxes due;
- c. The Contractor must provide Bakker Flow Services, upon request and free of charge, with all information and documents required by Bakker Flow Services or its Principal for their administrative obligations.

Article 28. Laws, regulations, and permits

- a. The Contractor is deemed to be familiar with all statutory and other regulations, conditions and provisions that it must comply with and observe under the agreement it has concluded.
- b. The Contractor will ensure that it obtains the required permits and implements safety measures.
- c. The Contractor is obligated to ensure, in compliance with all relevant legal regulations and the rules and regulations regarding health, safety, and the environment applicable to Bakker Flow Services, that the Work is carried out in such a way that the safety of all persons present on the premises/property of Bakker Flow Services is guaranteed as much as possible and their health is protected.

Article 29. Personnel

- a. The Contractor is obligated to instruct the personnel on applicable laws, regulations, and the like, including those applicable to the Principal and Bakker Flow Services, and guarantees that personnel comply with all these laws, rules, regulations, and the like.
- b. The Contractor shall ensure that the presence of the Contractor and/or personnel at the Location will in no way frustrate, hinder, or obstruct the progress of the activities of Bakker Flow Services, the Principal, and/or other companies.
- c. The Contractor guarantees that the personnel possess the qualifications and requirements to perform the Work.
- d. The Contractor is obligated to provide personnel with sufficient, effective, and appropriate PPE. The Contractor must also ensure that PPE is used correctly and take measures in the event of non-use or incorrect use. In addition to statutory regulations, the Contractor and the personnel provided must comply with the (house) rules of the locations where they are located.
- e. If the personnel are not qualified in accordance with the stated requirements, if the personnel act contrary to the provisions of this article, or if the Principal is dissatisfied with the personnel, all at the sole discretion of Bakker Flow Services and/or the Principal, Bakker Flow Services is entitled to demand that such personnel be removed.

Article 30. Commencement and delivery

- a. The Contractor shall commence performance of the Work at the agreed time. The Contractor shall perform the Work in accordance with the schedule received from Bakker Flow Services. The Contractor shall deliver its Work at the agreed time.

- b. Bakker Flow Services reserves the right to change the order of the Work to be performed if it deems this desirable in connection with the progress of the Work, without being liable to pay any compensation to the Contractor.
- c. As soon as the Contractor knows or should know that delivery cannot take place, cannot take place on time, or cannot take place properly, it shall immediately notify Bakker Flow Services in writing, stating the circumstances that have resulted. Without prejudice to the rights of Bakker Flow Services, the Parties shall determine in further consultation when and how proper delivery can still take place.
- d. If the Contractor fails to deliver at the agreed time, the Contractor shall, from the moment delivery should have taken place, be liable to pay a penalty of 5% of the total order value for each working day, or part thereof, subject to a minimum of €500. The penalty shall be immediately due and payable without the need for a notice of default or any other prior declaration within the meaning of Article 6:80 et seq. of the Dutch Civil Code. The penalty shall apply in the event of both attributable and non-attributable failures and is without prejudice to any other rights or claims of Bakker Flow Services, including, in any event, the right of Bakker Flow Services to claim full compensation for damages. The penalty shall be capped at a maximum of 50% of the total order value.
- e. Without prejudice to the other liability provisions, the Incoterms declared applicable under Article 23, paragraph a, apply to hiring agreements, analogous to purchase agreements.

Article 31. Price and quantity

- a. The agreed prices are fixed.
- b. If this is not clear from the agreements, the prices are deemed to include VAT or comparable levies.
- c. Additional work shall only be eligible for remuneration if Bakker Flow Services has expressly authorised it in writing and the Contractor can provide work orders for such additional work; Article 4 shall apply.
- d. If the Parties have not explicitly agreed that the quantities cannot be offset, the agreed quantities are stated as accurately as possible, and the Contractor must deliver as much more or less as the Work requires, without being entitled to request a price adjustment.
- e. If the Contractor requests payment for more than the agreed quantity or price, the Contractor is obligated to notify Bakker Flow Services of the outstanding amount due within 14 days of completion of its work, stating the reasons why the Contractor believes Bakker Flow Services is obligated to pay it. Failure to notify Bakker Flow Services of this claim on time will void the Contractor's right to claim more than the agreed price, so that the Contractor is no longer entitled to payment. Notifying Bakker Flow Services of this claim on time does not imply that Bakker Flow Services acknowledges the claim.
- f. With respect to the hire of goods, Saturdays, Sundays, and nationally recognised and Christian public holidays are included in the hire price. Hire prices are calculated pro rata per day.

Article 32. Inspection, examination, and condition of hired goods

- a. The Contractor undertakes to provide the equipment in good and well-maintained condition.
- b. The Contractor guarantees that the delivered items are clean and free from contamination. The Contractor shall be liable for all damage resulting from contamination, including, without limitation, any additional cleaning costs, as well as the costs of cleaning, disposal, and destruction of the dispersed contamination in soil and/or groundwater, regardless of how, where, or by whom it was caused, including all (consequential) damage arising from delays and/or partial or complete stoppages affecting Bakker Flow Services or third parties.
- c. If the Contractor has had equipment contaminated with radioactive waste of natural origin (NORM) cleaned prior to delivery, it is obligated to provide a certificate of cleaning.



- d. Once an item is under the supervision of Bakker Flow Services and the item requires interim inspection or replacement, the Contractor must arrange this in such a way that no delays arise for Bakker Flow Services, any third parties engaged by it, or the Principal.
- e. The Contractor must determine when the inspection and/or replacement is required and notify Bakker Flow Services of this in a timely manner—at least three months prior to the necessary inspection or replacement.
- f. Regardless of other provisions of these terms and conditions, the Contractor is fully liable for, and indemnifies Bakker Flow Services against, all consequences, loss, damage, and/or costs arising during the inspection and/or replacement and if the inspection and/or replacement did not take place on time.
- g. The provisions of this article also apply if the equipment acquired by Bakker Flow Services or its principal has become part of another item, or if the equipment is located offshore.
- h. The Contractor guarantees that the structural integrity and nature of the hired items are suitable for the Work to be performed and can be used without reservation or restrictions within the applicable legal provisions, requirements, obligations, and/or exemptions.
- i. The hired items must always be accompanied by an operating, handling, and safety manual. If necessary, and upon first request, the Contractor will provide someone free of charge who can provide further explanation regarding their use.

SPECIAL SECTION III, SECONDMENT OF WORKERS

Article 33. Provision of workers by the Contractor

- a. The provisions of Articles 27, 28, and 29 also apply.
- b. The Contractor will ensure that the workers provided meet the training requirements, qualifications, and requirements as specified in the Agreement and that the workers provided are fully qualified to perform the Work.
- c. The workers provided by the Contractor will be provided with the safety equipment as specified in the Agreement. The Contractor is obligated to provide all available workers with sufficient, effective, and appropriate PPE. The Contractor must also ensure that PPE is used correctly and take measures in the event of non-use or incorrect use. In addition to statutory regulations, the Contractor and the available workers must comply with the (house) rules of the locations where they are located.
- d. If the available workers are not sufficiently qualified or act in violation of laws and regulations, or if the Principal is dissatisfied with the available workers, all at the sole discretion of Bakker Flow Services and/or the Principal, Bakker Flow Services is entitled to demand that such workers be removed. In that case, the Contractor will ensure and be responsible for the removal of such workers and will immediately replace such workers with other workers who fully meet the requirements of this article. All associated costs shall be borne by the Contractor.
- e. The workers provided are obligated to identify themselves and show proof of identity on-site upon request.
- f. The Contractor is obligated, upon Bakker Flow Services' first request, to provide Bakker Flow Services with all legally required information regarding the workers to be provided, including but not limited to names and citizen service numbers (BSNs).

Article 34. Responsibility, liability, and insurance

- a. The Contractor is fully responsible for all actions and omissions of the workers made available, regardless of whether these workers are employed by the Contractor.
- b. The Contractor shall insure itself adequately and maintain insurance against the risk of damage that the workers may cause to third parties during the performance of the Work assigned to them by Bakker Flow Services. The Contractor shall take out and maintain



adequate accident insurance for each worker made available throughout the term of the agreement.

- c. The Contractor shall, at its own expense, enter into and maintain sureties and insurance policies for its workers with respect to the Work to be performed by its workers.
- d. The Contractor shall indemnify Bakker Flow Services against any claims from third parties and the workers made available in connection with the Agreement.

Article 35. Invoicing

- a. In addition to the requirements in Article 10, invoices sent by the Contractor must also clearly and concisely state:
 - the work performed and the employee's position;
 - the Contractor's payroll tax number.
- b. The invoice must be accompanied by and correspond with the timesheets signed for approval by Bakker Flow Services' authorised representative.
- c. Invoices that do not meet the requirements of this article will be returned without being processed and will not be paid.