

# Purchase Conditions

Allego B.V.

# Table of contents

## General Provisions

1.	General Definitions .....	4
2.	Applicability and Validity .....	4
3.	Formation .....	4
4.	Method of Notification .....	5
5.	Confidentiality .....	5
6.	Price .....	5
7.	Payment and Verification .....	6
8.	Default .....	6
9.	Force majeure .....	6
10.	Liability .....	7
11.	Dissolution .....	7
12.	Compliance .....	8
13.	Insurance .....	8
14.	Void and Voided Provisions .....	8
15.	Publicity .....	9
16.	Planning Schedule and Data .....	9
17.	Settlement .....	9
18.	Intellectual and Industrial Property .....	9
19.	Transfer of Rights and Obligations .....	9
20.	Reverse-charging Turnover Tax .....	9
21.	Personal Data Protection Act [Wet Bescherming Persoonsgegevens] .....	9
22.	Disputes and Governing Law .....	9
23.	Product Definitions .....	11
24.	Changes .....	11
25.	Reporting .....	11
26.	Inspection .....	11
27.	Supply .....	11
28.	Evaluation and Acceptance .....	12
29.	Transmission of Risk and Ownership .....	12
30.	Documentation .....	13
31.	Warranty .....	13
32.	Services Definitions .....	14
33.	Payment .....	14
34.	Alterations, Extra Work and Less Work .....	14
35.	Personnel and Replacement .....	14
36.	Use of Goods of Allego and Services of Third Parties .....	15
37.	Progress Report .....	15
38.	Safety .....	15
39.	Inspection .....	15
40.	Supply .....	16
41.	Evaluation and Acceptance .....	16
42.	Transmission of Risk and Ownership .....	16
43.	Warranty .....	17
44.	Intellectual Property Rights .....	17
45.	No Employment or Secondment .....	18
46.	Personnel Clause .....	18
47.	Work Concepts .....	19
48.	Alterations, Extra Work and Less Work .....	19
49.	Information from Allego .....	20
50.	Timetable and Progress .....	20
51.	Performance of the Work .....	20
52.	Use of Goods of Allego and Services of Third Parties .....	21
53.	Management .....	21
54.	Safety .....	21

55.	Construction Materials, Tools and Auxiliary Aids.....	22
56.	Inspection .....	22
57.	Supply.....	23
58.	Evaluation and Acceptance.....	23
59.	Transmission of Risk and Ownership .....	24
60.	Documentation.....	24
61.	Warranty .....	24
62.	Intellectual Property Rights .....	25
63.	Sequential Liability .....	25

# General Provisions

## 1. General Definitions

In these Purchase Conditions a number of concepts have an initial capital letter. These concepts have the meanings given to them in this article 1:

- 1.1. **Allego:** Allego B.V., with its registered office in Arnhem, the Netherlands, listed in the Trade Register under number 54100038.
- 1.2. **Purchase Conditions:** these purchase conditions. In addition to this section I. General Provisions, the purchase conditions consist of the following parts: II. Special Product Provisions; III. Special Services Provisions. The parts of the purchase conditions which are applicable to the Contract are specified in the Contract. The parts of the purchase conditions applicable to the Contract are hereinafter referred to as the Purchase Conditions.
- 1.3. **Contractor:** the party entering into the contract with Allego.
- 1.4. **Contract:** the written (framework) agreement between Allego and Contractor and/or written order of Allego under a framework agreement, including every change of or addition to it, to which the Purchase Conditions have been declared applicable and of which they form part.
- 1.5. **Days:** all days, including public holidays, Saturdays and Sundays. A term starts at 0.00 midnight of the day following the day on which the event occurs. The term thus ends at 23.59 on the last day of the term. Day zero, the day on which the event occurs, is not counted. If the last (or only) day of a term falls on a public holiday, Saturday or Sunday, the term ends on the following working day at 23.59. Public holidays are all days which are specified as such in the latest General Extension of Time Limits Act [Algemene termijnenwet] and in the Recognised Public Holiday Status Decree [Besluit gelijkstelling met een algemeen erkende feestdag].
- 1.6. **Party/Parties:** Contractor and/or Allego.
- 1.7. **Force majeure:** an event which is beyond the control of the Party which is affected by it, if and in so far as this Party could not reasonably have foreseen this event at the moment of entering into

the Contract and this Party could not reasonably have avoided this event or could not have overcome its consequences. Force majeure in any case does not mean: lack of personnel, strikes, sickness of personnel, shortage of raw materials, transport problems, disruptions to the production of Contractor and liquidity or solvency problems on the part of Contractor or failures of third parties engaged by Contractor.

## 2. Applicability and Validity

- 2.1. These Purchase Conditions are applicable to and form part of every (legal) action connected with the preparation, formation or performance of the Contract.
- 2.2. The Purchase Conditions consist of general provisions and special provisions. The general provisions relate to and are applicable to all Contracts into which Allego enters. The special provisions relate to and, supplementary to the general provisions, are applicable to certain specific Contracts into which Allego enters. In the event of any conflict between a general and a special provision, the special provision will prevail above the general provision.
- 2.3. The applicability of (general) conditions of Contractor is expressly rejected by Allego.
- 2.4. Changes to, additions to or deviations from any provision in these Purchase Conditions applied in consultation between Allego and Contractor in the context of a Contract are only valid and binding if they have been recorded in writing and signed by both Parties and further relate only to the relevant Contract.

## 3. Formation

- 3.1. Every offer of Contractor is binding and irrevocable.
- 3.2. If an offer by Contractor is followed by an acceptance by Allego, the Contract is formed at the moment the acceptance is sent by Allego. Allego is

moreover only bound such as it has accepted in writing.

- 3.3. A verbal acceptance by Allego only results in the formation of a Contract if Allego then confirms the acceptance within 14 Days in writing to Contractor.
- 3.4. If an order is placed by Allego without a prior offer from Contractor, the Contract is formed only if Allego receives a signed confirmation of acceptance from Contractor within 14 Days of dispatch of the order. If an acceptance confirmation from Contractor differs in any part from the order of Allego, no Contract shall be formed.
- 3.5. For a Contract which qualifies as a framework agreement, a Contract is formed under the framework agreement each time at the moment the order of Allego, within the scope of the framework agreement, is dispatched by Allego.
- 3.6. The provisions of this article 3 do not affect the fact that a Contract is only formed if Allego is legally represented.

## 4. Method of Notification

- 4.1. Notifications of Parties by reason of/pursuant to the Contract shall be made in writing.
- 4.2. Oral notifications, promises or agreements have no legal effect unless they have been confirmed in writing.

## 5. Confidentiality

- 5.1. Parties commit themselves to observe secrecy on all confidential company information, drawings, diagrams and other company details which they obtain in the context of the Contract from the issuing Party, from another source, on the basis of legal obligation or irrevocable court ruling. Parties commit themselves not to communicate, make available, provide for inspection or otherwise provide access to this information to third parties other than that which is necessary in the context of the performance of the Contract and after written permission from the issuing Party. In this article 5.1, third parties also means the personnel

(including temporary workers) of Parties as well as persons who perform activities on order of Parties.

- 5.2. Without prior written permission from Allego, Contractor is not permitted to give publicity of any kind to the formation, content or performance of the Contract or to maintain direct or indirect contact with clients of Allego.
- 5.3. With respect to all data or information, originating from Parties, which - in whatever form or on whatever data carrier - is held by Parties or has been provided to them, Parties commit themselves:
  - a. to observe all reasonable measures for safe conservation and storage;
  - b. not to use the data or information for any purpose other than the agreed purpose;
  - c. not to retain the data or information longer than is reasonably necessary for the performance of the agreed obligations and to put this data, including copies made, back at the disposal of Parties immediately upon complete performance of the obligations referred to or, after permission has been obtained from Parties, to destroy it;
  - d. to cooperate in the carrying out of supervision by or on behalf of Parties of the conservation and use of that data or information.
- 5.4. Parties guarantee each other that the personnel (including temporary workers) of Parties as well as persons who perform activities on order of Parties have been informed of the above-mentioned obligations of confidentiality and will comply with these strictly as if they were party to the Contract.
- 5.5. The obligation to maintain confidentiality does not exist with respect to information which:
  - a. is already known to Parties, unless this information was provided in confidence;
  - b. has been collected lawfully by Parties;
  - c. has been obtained lawfully by Parties without the obligation of confidentiality from a third party.

## 6. Price

- 6.1. The agreed price is in Euros and is exclusive of VAT, unless otherwise agreed in writing, but

inclusive of costs of transport, taxes, import duties, other levies, insurance, packaging expenses and removal expenses.

- 6.2.** The agreed price is fixed for the duration of the Contract, unless the Contract states the specific and concrete circumstances which can result in price adjustment, and also defines the method in which the price adjustment takes place in those cases.

## **7. Payment and Verification**

- 7.1.** Contractor shall not invoice the amounts owed by Allego under the Contract before evaluation and acceptance by Allego of that which was supplied, as described in these Purchase Conditions, unless agreed otherwise.
- 7.2.** Allego pays the amount it owes Contractor under the Contract no later than within 30 Days of receipt and approval of the relevant invoice by Allego.
- 7.3.** If Allego has not paid an invoice without valid reason before the expiry of the term specified in article 7.2, from the day on which the amount is due and payable Allego owes legal interest pursuant to Article 6:119 of the Dutch Civil Code [Burgerlijk Wetboek] on the payable amount. Contractor can make no claim to the interest payment if the relevant invoice does not satisfy the provisions of the Contract.
- 7.4.** Allego can have the contents of the invoice sent by Contractor verified by an accountant to be designated by Allego as referred to in Article 2:393, paragraph 1 of the Dutch Civil Code [Burgerlijk Wetboek]. Contractor allows the accountant concerned to examine books and records and provides him with all the data and information which he requires. The verification is confidential and is limited to that which is necessary for the verification of the invoices. The accountant reports as soon as possible to Parties. The costs of the audit are the responsibility of Allego, unless the examination of the accountant shows that the invoice is not correct or is incomplete, in which case the costs referred to are payable by Contractor.

- 7.5.** Allego can suspend the payment of an invoice or a part thereof, on which Parties cannot agree. Allego only makes use of this authority if it has reasonable doubts about the correctness of the invoice concerned.

- 7.6.** If Allego exceeds a payment term or does not pay an invoice by reason of probable incorrectness of that invoice or in the event of faultiness of the invoiced item, this does not result in Allego being in default and does not give Contractor the right to suspend or terminate his activities.

- 7.7.** Payment of an invoice by Allego does not imply acknowledgement that the supplied or completed item satisfies the Contract.

## **8. Default**

- 8.1.** If and as soon as Parties do not, not in time or not correctly fulfil any obligation under the Contract, and performance of this obligation is not permanently impossible, this Party is given notice of default by means of a written demand, whereby it is offered a reasonable period for performance.

- 8.2.** In the event one of the Parties is in default, the other Party has the right to suspend its obligations, without being bound to any compensation and without prejudice to any other rights to which that Party is entitled, including the right to performance, compensation, fine or termination.

## **9. Force majeure**

- 9.1.** If, due to force majeure, a Party finds itself unable, temporarily or otherwise, to perform its obligations towards the other Party in any way, this Party shall immediately inform the other Party of this in writing without unnecessary delay. Such notification also states the cause of the delay and its anticipated duration.

- 9.2.** In the event of Force Majeure the obligations of Parties are suspended. Each Party is entitled to terminate the Contract in writing fully or partially with immediate effect, if the situation of Force Majeure lasts longer than 60 Days or if it is clear that the situation of Force Majeure shall last longer than 60 Days. If the Contract is terminated fully or

partially, mutual undoing takes place pursuant to Article 6:271 of the Dutch Civil Code [Burgerlijk Wetboek].

## 10. Liability

**10.1.** Contractor's liability by virtue of this Contract is limited to compensation of direct damage, being all damage that cannot be regarded as indirect damage pursuant to Article 10.1. Direct damage is in any case understood to include:

- a. the costs of emergency provisions, such as the contingency use of other Products and/or Services or the deployment of third parties;
- b. damage to property of Allego and/or property of third parties to whom Allego supplies the Products and/or Services. This is in any case understood to mean: material damage, faulty or malfunctioning products and reduced reliability;
- c. the costs of having to keep (the) old Product(s) and/or Service(s) and the corresponding provisions operational for longer out of necessity, which includes extra personnel costs;
- d. costs incurred by Allego in order to ensure the Products and/or Services comply with the Contract;
- e. costs incurred to establish the cause and scope of the damage;
- f. costs incurred to prevent or limit damage that is to be expected as a result of the event on which the liability is based;
- g. costs incurred to realise an extrajudicial settlement.

**10.2.** The Contractor's liability for indirect damage is excluded. Indirect damage is exclusively understood to include:

- a. damage caused by lost profits
- b. missed savings
- c. reduced goodwill

**10.3.** In all cases in which Contractor is obliged to pay compensation, this compensation will never be higher than 150% of the invoice value of the Products and/or Services supplied pursuant to the Contract, because of or in connection with which

the damage was caused (however with a maximum of EUR 250,000 per event, and in the case of several events in one calendar year, with a total maximum of EUR 500,000).

- 10.4.** The limitation of liability set out in Article 10 lapses:
- a. in the event of third-party claims for compensation as a result of death or injury;
  - b. in the event of intent or wilful recklessness on the part of Contractor or its staff;
  - c. in the event of an infringement of intellectual property rights, against which Contractor indemnifies Allego.

## 11. Dissolution

**11.1.** Each Party is entitled to terminate the Contract in writing fully or partially, provided the one Party, also after written demand by the other Party in which a reasonable term is offered in order to perform as yet as referred to in article 8.1, continues to fail to perform its obligations under the Contract and is therefore in default.

**11.2.** Without prejudice to the provisions of Article 11.1, Parties are entitled to suspend the obligations under the Contract or to terminate the Contract in writing with immediate effect fully or partially, without prior notice of default or judicial intervention being required or obligation to pay compensation of any loss and without prejudice to other rights including the right to compensation, if:

- a. by or because of one of the Parties or by personnel accountable to any Party, any payment, reward, gift or any other advantage, in any form whatsoever, has been promised, offered or supplied to personnel accountable to one of the Parties, if this could influence the attitude of that person/those persons with respect to the formation or performance of the Contract or another contract entered into or yet to be entered into;
- b. one of the Parties is declared bankrupt, is granted a moratorium, discontinues and/or terminates and/or winds up his business and/or there is a takeover of one of the Parties by a third party and/or there is a merger with a third party;

- c. a substantial part of the assets of one of the Parties is seized before judgment or seized under a warrant of execution so that there are well-founded reasons for suspecting that one of the Parties shall therefore no longer be able to correctly perform his obligations arising under the Contract;
- d. if third parties hold one of the Parties liable for breach of intellectual property rights;
- e. if there is a circumstance as specified in Article 6:82, paragraph 2 of the Dutch Civil Code [Burgerlijk Wetboek] and/or Article 6:83 of the Dutch Civil Code [Burgerlijk Wetboek].

**11.3.** If the Contract is fully or partially terminated on one of the grounds specified under article 11.2, each claim of the terminating Party is immediately due and payable.

**11.4.** If the Contract is terminated fully or partially pursuant to this article 101, mutual undoing takes place pursuant to Article 6:271 of the Dutch Civil Code [Burgerlijk Wetboek].

**11.5.** In the event of full or partial termination of the Contract (regardless of the reason for termination), Contractor has no right to compensation of any loss suffered by it or third parties due to the termination vis-à-vis the Party through whose actions the Contract has been fully or partially terminated. The terminating Party is indemnified against claims of third parties in this connection.

**11.6.** Provisions agreed to between Parties, whose nature destines them to continue also after termination of the Contract, including this article 11.6, also continue to exist thereafter. These provisions include, among others:

- a) confidentiality;
- b) insurance;
- c) indemnification;
- d) intellectual and industrial property;
- e) disputes and governing law.

## 12. Compliance

**12.1.** Failure by one of the Parties to claim specific performance of any provision in the Contract within a term specified in the Contract does not affect the

right of that Party to claim specific performance as yet of that provision and/or obligation, unless the Party concerned has agreed expressly and in writing to the non-performance of this provision and/or obligation by the other Party.

## 13. Insurance

**13.1.** Contractor has ensured adequate insurance cover and shall maintain adequate insurance cover during the Contract for the following risks:

- a) professional liability, including risks which result from professional errors;
- b) business liability, including (product) liability for damage caused to persons or objects which are the property of Allego or a third party;
- c) loss of and damage to machinery and equipment, including due to fire and theft, including the items which are the property of Allego.

**13.2.** At the request of Allego, Contractor promptly submits a statement from the insurer concerning the existence of these insurances and the premium having been paid for said insurances. Contractor does not cancel the insurances referred to in article 13.1 without prior written permission of Allego. Nor does Contractor change the conditions and/or the insured amount to the detriment of Allego without the permission referred to. The insurance premiums owed by Contractor are deemed to be included in the prices and rates agreed upon with Allego.

## 14. Void and Voided Provisions

**14.1.** If one or more provisions of the Purchase Conditions and/or the Contract proves/prove to be void or is/are declared void by the court, the other provisions of the Purchase Conditions and/or the Contract retain their legal force. Parties shall consult on the void or voided provision(s) in order to come to a replacement arrangement. This replacement arrangement does not affect the



purport of the Purchase Conditions and/or the Contract.

## **15. Publicity**

- 15.1. Contractor shall use the name or logo of Allego only after prior written permission as (media) statement. Allego can attach conditions to this permission.
- 15.2. Without prejudice to the provisions of article 5, neither Party shall mention the Contract in publications, advertising statements or in any other way without prior written permission from the other Party.

## **16. Planning Schedule and Data**

- 16.1. Furthermore, Contractor must check whether the information supplied by Allego is sufficient for Contractor to perform the Contract correctly, accurately and soundly. If information is missing or incorrect, Contractor must (prior to the performance of the Contract) inform Allego of this in writing.

## **17. Settlement**

- 17.1. Parties are at all times authorised to set off that which they owe to each other against that which the other Party owes (including for example compensation and/or penalties).

## **18. Intellectual and Industrial Property**

- 18.1. Contractor guarantees that (the use of) that which has been supplied or completed does not breach any right of intellectual or industrial property or other rights of third parties.

## **19. Transfer of Rights and Obligations**

- 19.1. Parties are not authorised, without prior written permission from the other Party, to transfer the rights and obligations under the Contract, including claims, fully or partially to a third party or to effect their acquisition. The Party which provides permission is entitled to attach conditions to this permission.

## **20. Reverse-charging Turnover Tax**

- 2. If Article 24b of the Turnover Tax (Implementation) Decree 1968 [Uitvoeringsbesluit omzetbelasting 1968] is applicable, Contractor shall not charge turnover tax and shall state “turnover tax reverse-charged” on the invoice. If there is a dispute between Allego and Contractor about the applicability of the above-mentioned Article 24b, the competent inspector for Allego is asked for a definite answer on this matter. Until a definite answer is obtained, Parties act as if the above-mentioned Article 24b were applicable.

## **21. Personal Data Protection Act [Wet Bescherming Persoonsgegevens]**

- 21.1. Contractor guarantees that he shall at all times comply with all current regulations concerning the protection of personal data, including any of Allego's own rules with respect to the protection of personal data.
- 21.2. Allego is at all times entitled to verify whether Contractor complies with his obligations pursuant to the current regulations on the protection of personal data, and Contractor shall give his full cooperation in this matter.

## **22. Disputes and Governing Law**

- 22.1.** Any dispute between Parties which arises from or is connected to the Contract and ensuing contracts will only be submitted in the first instance to the competent court in the Eastern Netherlands, located in Arnhem.
- 22.2.** Dutch law is applicable to the Contract and all contracts that arise from it or are connected to it. The applicability of the 'United Nations Convention on Contracts for the International Sale of Goods' (the 'Vienna Sales Convention') is excluded.

# Special Product Provisions

## 23. Product Definitions

In these Special Product Provisions, which apply in addition to the General Provisions, a number of concepts have an initial capital letter. These concepts have the meanings given to them in this article.

- 23.1. Documentation:** instructions from the manufacturer of the Products required for the installation of the Products, the specifications, manuals, (user) instructions, (inspection) regulations and other data of Contractor pertaining to the Products in the Dutch language, unless Parties have agreed a different language.
- 23.2. Supply:** the provision of the Products at the agreed location.
- 23.3. Products:** the movable property to be supplied by Contractor to Allego pursuant to the Contract.

## 24. Changes

- 24.1.** Contractor shall not, without written permission or written request of Allego, make any change or addition to the design or specifications of the Products. If implementation is not possible in accordance with the design and/or specifications, Allego shall not refuse that permission unreasonably.

## 25. Reporting

Contractor reports on the progress with regard to the Products to Allego as often and in the way as specified in the Contract or as Allego deems necessary.

## 26. Inspection

- 26.1.** Allego and/or persons or bodies appointed to that aim by Allego is/are entitled at all times, with prior notice, before Supply to (re)inspect, check, assess and/or test the Products.

- 26.2.** Contractor shall cooperate in the desired (re)inspection, check, assessment and/or test and provide the necessary documentation and information. Contractor informs Allego if necessary in good time in advance of the time when and place where (re)inspection, check, assessment and/or test can take place.

- 26.3.** Contractor is entitled to be present at the (re)inspection, check, assessment and/or test.

- 26.4.** The costs connected to the performance of this article 26 are the responsibility of Allego, unless the inspection brings to light that Contractor has not observed his obligations pursuant to the Contract in which case the costs of the inspection are the responsibility of the Contractor.

- 26.5.** If, in the event of (re)inspection, check, assessment and/or test of the Products before Supply, they are rejected fully or partially, Allego shall inform Contractor of this promptly in writing. If Allego rejects the Products to be supplied, Contractor, without prejudice to all other rights or claims of Allego, is obliged to offer the missing or repaired or replacement Products at his own risk and expense forthwith for a new inspection, check, assessment and/or test. The provisions of this article 266 apply in that case in full. The rejection by Allego at the first/previous inspection, check, assessment and/or test does not result in an extension of the agreed supply period(s).

- 26.6.** If, by agreement, (re)inspection, check, assessment and/or test is performed by an independent body, the result is binding for Parties.

- 26.7.** (Re)inspection, check, assessment and/or test by or on order of Allego or the omission thereof do not relieve Contractor of any obligation or liability.

## 27. Supply

- 27.1.** Unless otherwise agreed in writing, Supply will take place on the basis of Incoterm DDP (Delivery Duty Paid) and thus by Contractor on the agreed supply date or dates, or within the agreed supply period(s), at the supply address and place specified by Allego. Contractor bears all costs and risks connected to the transport of the Products to that place, including, if applicable, the payment of

the import duties and the responsibility for fulfilling the associated formalities. Supply must furthermore be coordinated in advance with Allego.

- 27.2.** As soon as Contractor knows or expects that it will not be possible to supply or complete the Products on time, he shall inform Allego of this in writing, stating the causes and the associated expected delay.
- 27.3.** Contractor shall inform Allego in good time and adequately in advance of the precise time of Supply. Supply earlier than on the agreed supply date(s) or period(s) or Supply in instalments (so-called part supplies) is only possible after prior written permission from Allego. If Contractor supplies, without permission from Allego, earlier or in part supplies, Allego is entitled to refuse this (part) supply or these (part) supplies. Allego is, in that case, authorised to return the Products without prior notice, at the risk and expense of Contractor.
- 27.4.** Allego is authorised to postpone Supply. Contractor is in that case obliged to store the Products for Allego, at no extra cost, until the time of the postponed Supply, unless this would cause a disproportionate burden for Contractor, in which case Parties shall consult to come to an arrangement which is reasonable and acceptable to both Parties. Postponement of Supply results in the extension of the agreed supply period. Extension of the supply period is confirmed in writing by Parties.
- 27.5.** If a specific method of transport has been agreed, Contractor must comply with this strictly.
- 27.6.** Supply is only considered to have been completed if the agreed Products have been supplied and accepted fully and in accordance with the Contract, to the place designated by and at the time agreed with Allego.

## **28. Evaluation and Acceptance**

- 28.1.** Allego assesses, possibly through the engagement of / aided by third parties, the functioning of the Products within a reasonable period after Supply. If Allego judges the Products to be satisfactory, Allego accepts them by means of a written notification to Contractor.

**28.2.** If Allego deems it necessary, after notification to Contractor it may extend the acceptance period in writing. If Allego has not expressed a judgement within a reasonable period after Supply and has not extended the acceptance period, the Products are deemed to have been accepted by Allego.

**28.3.** If the assessment by Allego reveals faults in the Products, the Products are considered not to have been accepted and Contractor shall repair these faults at no charge and as soon as possible, after which the Products will be subjected to a second assessment. If faults are revealed, the other part of the Products that is not affected by the faults shall also not be accepted.

**28.4.** The procedure of the assessment by Allego as described in this article 28, shall be repeated until the Products are accepted, on the understanding that if the second assessment still brings faults to light, Allego is entitled - notwithstanding its right to demand compensation - at its own discretion: (i) to require Contractor to continue its repair activities at no charge; (ii) to terminate the Contract (fully or partially) and any agreements linked to it, whereby Allego shall not owe Contractor any remuneration at all; or (iii) to only accept a part of the Products, which partial acceptance shall result in a proportionately lower remuneration under the Contract.

## **29. Transmission of Risk and Ownership**

**29.1.** The Products (including loading, dispatch or transport, unloading and insurance) to be supplied by Contractor are at the risk and expense of Contractor up to the moment that the Products have been accepted as specified in article 28.

**29.2.** Allego acquires ownership of the Products at the moment of full payment.

**29.3.** Employees of Contractor work, also at locations where the Products must be supplied, at the risk and expense of Contractor. Auxiliary materials of Contractor are, also at locations where the Products must be supplied, at the risk and expense of Contractor.

## 30. Documentation

- 30.1.** Contractor provides Allego with clear and sufficient Documentation with respect to the properties and possibilities for use of the Products in at least the English language and/or the Dutch and German languages.
- 30.2.** Allego is entitled to disclose and reproduce the Documentation exclusively for use within the organisation of the client.

## 31. Warranty

- 31.1.** Contractor guarantees that all Products supplied are of first-class design, construction, execution, material, composition and quality, in accordance with drawings, other data, the standards adhered to by Allego, specifications, suitable for the intended use, safe and in conformity with any government and environmental regulations, and that all supplied Products are free of design, construction, material or manufacturing faults. Contractor guarantees further that the delivered Products are free of any special burden or limitation which Allego has not accepted expressly and in writing. Contractor indemnifies Allego against any claims in this respect.
- 31.2.** A warranty period under the Contract refers to a period during which Contractor is obliged to repair faults or ensure resupply at no charge and immediately or, based on reasonableness, to credit Allego the invoice value of the Products concerned fully or partially, all this at the discretion of Allego, regardless of the cause of the fault and notwithstanding the liability of Contractor pursuant to the Contract.
- 31.3.** The warranty period during which Contractor is obliged to repair faults is 24 months from the date of Supply. If the supplied item has been repaired or supplied again pursuant to this article 311, the full warranty period shall start again at the moment that the repair has taken place or the Supply has taken place again, with a total maximum duration of 30 months.
- 31.4.** In the event of faults about which Allego has complained in writing within the warranty period, Contractor shall either resupply at no charge, or

repair the faults, or, based on reasonableness, credit Allego the invoice value of the Products concerned fully or partially, all this at the discretion of Allego.

- 31.5.** If Contractor, after this has been demanded of him in writing by Allego, does not fulfil his warranty obligations correctly within the period specified therein, Allego, without prior judicial intervention, is authorised to choose for return of the Products concerned at the risk and expense of Contractor and termination of the Contract and consequently crediting of (the part of) the purchase price which had already been paid for the Products concerned.
- 31.6.** The provisions of this article 31 do not affect other rights and claims which Allego can derive from a failure.
- 31.7.** If Contractor is of the opinion that Allego cannot rely on this article 311, the burden of proof in this matter is on Contractor.

## Special Services Provisions

### 32. Services Definitions

In these Special Services Provisions which apply in addition to the General Provisions, a number of concepts have an initial capital letter. These concepts have the meanings given to them in this article.

- 32.1. Services:** the work to be performed by Contractor for Allego pursuant to the Contract.
- 32.2. Supply:** the supply or completion of the Services in accordance with the requirements specified in the Contract.
- 32.3. Contractor's Personnel:** the personnel members or auxiliary persons to be engaged/who have been engaged by Contractor to perform the Contract, who, pursuant to the Contract, (shall) work under his responsibility.

### 33. Payment

- 33.1.** Allego pays Contractor for performing the Services on the basis of the rates which are given in the Contract. Allego shall only pay the expenses and hours actually made by Contractor and approved by Allego, unless Parties have agreed otherwise in the Contract. This is the sole and exclusive payment which is owed to Contractor with respect to the Services.
- 33.2.** All costs connected with traffic to and from work of Personnel of Contractor between their dwelling/hotel and the place where the Services are performed, are at the expense of Contractor and cannot be charged on to Allego unless otherwise agreed.
- 33.3.** Allego pays only reasonable travel, accommodation and meal costs and other costs incurred by Personnel of Contractor in performing the Services, in so far as the payment of such expenditure has been expressly agreed in the Contract or approved in advance in writing by Allego.

### 34. Alterations, Extra Work and Less Work

- 34.1.** Contractor shall not, without written permission or written request of Allego, make any change or addition to the design or specifications. If performance of the Services is not possible in accordance with the design and/or specifications, Allego shall not refuse that permission unreasonably.
- 34.2.** Contractor does not commence extra work before he has received the written order from Allego to this aim. Contractor issues a written offer to obtain an order for the performance of extra work with respect to the size of the expected extra work and the related duration and costs. The provisions of the Contract, including the rates and any discounts, in so far as they are not changed due to the later written order, apply to the extra work to be performed by Contractor. Contractor may, in submitting an offer, set no further or greater financial conditions than those to which Allego consents. An order for extra work is carried out under the provisions of the Contract.

### 35. Personnel and Replacement

- 35.1.** Contractor's Personnel who are deployed for the performance of the Services shall possess the expertise, training and experience which are required for performing the Services.
- 35.2.** Contractor cannot replace persons within Contractor's Personnel temporarily or permanently without prior permission from Allego. Allego will not refuse its permission on unreasonable grounds but can attach conditions to this permission. If Allego requires replacement of persons within the Contractor's Personnel, because Allego is of the opinion that in the interest of the proper performance of the Services this is necessary or desirable, Contractor will comply with this.
- 35.3.** If persons within the Contractor's Personnel are replaced, Contractor makes persons available whose expertise, training and experience are at least equivalent to those of the persons to be replaced or who satisfy that which Parties have

agreed with respect to these persons. The rates applicable to the original persons cannot be raised in the event of replacement.

## **36. Use of Goods of Allego and Services of Third Parties**

- 36.1.** Contractor, in performing the Services, can make use of the necessary auxiliary materials, tools, work clothing and safety devices which are the property of Allego, and which are loaned by Allego to Contractor for that purpose. Allego can attach conditions to this loan.
- 36.2.** In the performance of the Services under the Contract, Contractor can make (full or partial) use of the services of third parties only after prior permission from Allego. Allego will not refuse its permission on unreasonable grounds but can attach conditions to this permission. The permission granted by Allego does not affect the responsibility and liability of Contractor for the performance of the obligations he bears pursuant to the Contract and the obligations he has pursuant to the tax and social insurance legislation as employer.

## **37. Progress Report**

- 37.1.** Contractor reports on the progress with regard to the Services to Allego as often and in the way as specified in the Contract or as Allego deems necessary.

## **38. Safety**

- 38.1.** Contractor must, before commencing the Services, acquaint himself with the situation at the site or in the building where the Services are to be performed.
- 38.2.** In so far as the Services are performed at Allego, Contractor instructs Contractor's Personnel to observe the (fire) safety and security regulations, procedures, company rules and codes of conduct in force at the place of the (results of the) Services.

## **39. Inspection**

- 39.1.** Allego and/or persons or bodies appointed to that aim by Allego is/are entitled at all times, with prior notice, before Supply to (re)inspect, check, assess and/or test the (results of the) Services.
- 39.2.** Contractor shall provide access for that purpose to the place where the Services are being performed and shall cooperate in the desired (re)inspection, check, assessment and/or test and provide the necessary documentation and information. Contractor informs Allego if necessary in good time in advance of the time when and place where (re)inspection, check, assessment and/or test can take place.
- 39.3.** Contractor is entitled to be present at the (re)inspection, check, assessment and/or test.
- 39.4.** The costs connected to the performance of this article 39 are the responsibility of Allego, unless the inspection brings to light that Contractor has not observed his obligations pursuant to the Contract in which case the costs of the inspection are the responsibility of the Contractor.
- 39.5.** If, in the event of (re)inspection, check, assessment and/or test, the (results of the) Services are rejected fully or partially before Supply, Allego shall inform Contractor of this promptly in writing. If Allego rejects the (results of the) Services to be supplied, Contractor, without prejudice to all other rights or claims of Allego, is obliged to offer the missing or repaired or replacement (results of the) Services at his own risk and expense forthwith for a new inspection, check, assessment and/or test. The provisions of this article 39 apply in that case in full. The rejection by Allego at the first/previous inspection, check, assessment and/or test does not result in an extension of the agreed supply period(s).
- 39.6.** If, by agreement, (re)inspection, check, assessment and/or test is performed by an independent body, the result is binding for Parties.
- 39.7.** (Re)inspection, check, assessment and/or test by or on order of Allego or the omission thereof do not relieve Contractor of any obligation or liability.

## 40. Supply

- 40.1.** Unless otherwise agreed in writing, Supply of the (results of the) Services by Contractor will take place on the agreed supply date or dates, or within the agreed supply period(s). Supply must furthermore be coordinated in advance with Allego.
- 40.2.** As soon as Contractor knows or expects that it will not be possible to supply or deliver the (results of the) Services on time, he shall inform Allego of this in writing, stating the causes and the associated expected delay.
- 40.3.** Contractor shall inform Allego in good time and adequately in advance of the precise time of Supply. Supply earlier than on the agreed supply date(s) or period(s) or Supply in instalments (so-called part supplies) is only possible after prior written permission from Allego and does not result in a change to the agreed time of payment. If Contractor supplies, without permission, earlier or in part supplies, Allego is entitled to refuse this (part) supply or these (part) supplies.
- 40.4.** Allego is authorised to postpone Supply. Postponement of Supply results in the extension of the agreed supply period. Extension of the supply period is confirmed in writing by Parties.
- 40.5.** Supply is only considered to have been completed if the agreed (results of the) Services have been supplied and accepted fully and in accordance with the Contract, to the place designated by and at the time agreed with Allego.

## 41. Evaluation and Acceptance

- 41.1.** Allego assesses, possibly through the engagement of / aided by third parties, the (results of the) Services within a reasonable period after Supply. If Allego judges the (results of the) Services to be satisfactory, Allego accepts them by means of a written notification to Contractor.
- 41.2.** If Allego deems it necessary, after notification to Contractor it may extend the acceptance period in writing. If Allego has not expressed a judgement within a reasonable period after Supply and has not extended the acceptance period, the results of the

Services are deemed to have been accepted by Allego.

- 41.3.** If the assessment by Allego reveals faults in the (results of the) Services, the (results of the) Services are considered to have not been accepted and Contractor shall repair these faults at no charge and as soon as possible, after which the (results of the) Services will be subjected to a second assessment. If faults are revealed, the other part of the (results of the) Services that is not affected by the faults shall also not be accepted.
- 41.4.** The procedure of the assessment by Allego as described in this article 41, shall be repeated until the (results of the) Services are accepted, on the understanding that if the second assessment still brings faults to light, Allego is entitled - notwithstanding its right to demand compensation - at its own discretion: (i) to require Contractor to continue its repair activities at no charge; (ii) to terminate the Contract (fully or partially) and any agreements linked to it, whereby Allego shall not owe Contractor any remuneration at all; or (iii) to only accept a part of the (results of the) Services, which partial acceptance shall result in a proportionately lower remuneration under the Contract.

## 42. Transmission of Risk and Ownership

- 42.1.** The (results of the) Services to be supplied by Contractor are at the risk and expense of Contractor up to the moment that the (results of the) Services have been accepted as specified in article 41.
- 42.2.** Allego acquires ownership of the (results of the) Services at the moment of full payment.
- 42.3.** Employees of Contractor work, also at locations where the Services must be supplied, at the risk and expense of Contractor. Auxiliary materials of Contractor are, also at locations where the Services must be supplied, at the risk and expense of Contractor.



## **43. Warranty**

- 43.1.** Contractor guarantees that the Services to be performed by or on behalf of him fulfil the requirements laid down in the Contract and will be performed competently and by skilled personnel. Contractor further guarantees that all facilities, services and (auxiliary) resources which are used for the performance of the Services are of first-class design, construction, execution, material, composition and quality.
- 43.2.** A warranty period under the Contract refers to a period during which Contractor is obliged to repair faults or ensure resupply of the (results of the) Services at no charge and immediately or, based on reasonableness, to credit Allego the invoice value of the (results of the) Services concerned fully or partially, all this at the discretion of Allego, regardless of the cause of the fault and notwithstanding the liability of Contractor pursuant to the Contract.
- 43.3.** The warranty period during which Contractor is obliged to repair faults is 12 months from the date of Supply. If the supplied item has been repaired or supplied again pursuant to this article, the full warranty period shall start again at the moment that the repair has taken place or the Supply has taken place again, with a total maximum duration of 18 months.
- 43.4.** In the event of faults about which Allego has complained in writing within the warranty period, Contractor shall either resupply at no charge, or repair the faults, or, based on reasonableness, credit Allego the invoice value of the (results of the) Services concerned fully or partially, all this at the discretion of Allego.
- 43.5.** If Contractor, after this has been demanded of him in writing by Allego, does not fulfil his warranty obligations correctly within the period specified therein, Allego, without prior judicial intervention, is authorised to choose for,  
if and in so far as possible, return of the (results of the) Services concerned at the risk and expense of Contractor and termination of the Contract and consequently crediting of (the part of) the purchase price which had already been paid for the (results of the) Services concerned.

- 43.6.** The provisions of this article 433 do not affect other rights and claims which Allego can derive from a failure.
- 43.7.** If Contractor is of the opinion that Allego cannot rely on this article 433, the burden of proof in this matter is on Contractor.

## **44. Intellectual Property Rights**

- 44.1.** All intellectual property rights which can or shall be able to be exercised - wherever and whenever - with respect to the results of the Services which Contractor performs for Allego, are vested in Allego. These rights are hereby transferred by Contractor to Allego on the basis of the Contract at the moment they come into being should this situation arise, which transfer is hereby accepted by Allego, should this situation arise.
- 44.2.** In so far as the results as specified in article 44.1 are effected while taking advantage of already existing intellectual property rights which do not accrue to Allego, Contractor grants Allego a non-exclusive right of use for an indefinite period. Contractor guarantees in that case that he is authorised to grant the right of use referred to above.
- 44.3.** In so far as the transfer of the rights referred to in article 44.1 requires a further deed, Contractor hereby irrevocably authorises Allego, should this situation arise, to draft and sign such a deed on behalf of Contractor, without prejudice to the obligation of Contractor to cooperate immediately on request of Allego in the transfer of these rights, without being able to set conditions thereby. Through this, Contractor irrevocably authorises Allego in so far as necessary to have the transfer of these intellectual property rights registered or copied in the relevant registers.
- 44.4.** If there is a difference of opinion between Parties about the intellectual property rights with respect to the results of the Services, subject to proof to the contrary, it is assumed that those rights are vested in Allego. Allego may in all cases make use of the outcome of the results as envisaged under the Contract.

- 44.5.** Contractor hereby relinquishes to Allego all personality rights that possibly accrue to him, Contractor, as specified in the Copyright Act [Auteurswet], in so far as the relevant regulations allow such relinquishment. Contractor, authorised hereto, also on behalf of Contractor's Personnel, relinquishes to Allego all personality rights that possibly accrue to this Contractor's Personnel, in so far as the relevant regulations allow such relinquishment. Contractor indemnifies Allego against all loss incurred by Allego if a staff member of Contractor obstructs the use of the results of the Services fully or partially by invoking the above-mentioned personality rights.
- 44.6.** Contractor may not make the results of the Services available to third parties in any form whatsoever, nor provide third parties any information about them, unless Allego has granted permission to this aim expressly in writing. Allego can attach conditions to this permission.

## **45. No Employment or Secondment**

- 45.1.** Neither Contractor nor Contractor's Personnel are deemed to be an employee of Allego. Neither Contractor nor Contractor's Personnel are entitled to employee rights or benefits of Allego. Contractor has sole responsibility for the full and timely payment of all the wages and other payments which must be made to the Contractor's Personnel.
- 45.2.** Contractor has sole responsibility for the timely and correct withholding and payment of all applicable taxes and premiums which Contractor owes in the performance of the Services, including VAT, wage tax and social insurance premiums.
- 45.3.** If the Services are performed by a self-employed person, Contractor shall, prior to performing the Services, submit a valid Declaration of Independent Contractor Status (VAR) [Verklaring Arbeidsrelatie] from the tax authorities [Belastingdienst] which shows that no withholding tax has to be deducted and paid by Allego on the pay of this self-employed person. The declaration must be provided on an annual basis by Contractor to Allego. In addition, the identity document of the self-employed person,

as specified in Article 1, first paragraph, under 1 to 3 of the Compulsory Identification Act [Wet op de identificatieplicht], must be submitted to Allego so that Allego can establish the identity and make a copy of the document. The said declaration must be a valid Declaration of Income Tax Status (profits from business activities) [VAR winst uit onderneming] or Declaration of Income Tax Status (income from activities at the company's risk and expense) [VAR DGA (directeur groot aandeelhouder)]. In the latter case, an additional requirement is that Contractor submits every quarter a declaration from the Dutch tax authorities [Belastingdienst] which shows that withholding tax and VAT have been paid (Vicarious Tax Liability and Recipients' Liability Payment History Report ["Verklaring betalingsgedrag"]). If the Declaration of Independent Contractor Status is replaced in the future by a different declaration, the procedure as specified in this article 455 shall be followed as much as possible for this other declaration.

## **46. Personnel Clause**

- 46.1.** Parties shall not, without permission from the other Party, during the performance of the Contract as well as within one year of termination of the Contract, in any way, directly or indirectly, approach or tempt employees of the other Party to end their employment with that Party in order to enter into a contract with the other Party or an enterprise affiliated with that other Party. This permission shall not be withheld on unreasonable grounds. If an employee of a Party, acting on his own initiative, actively approaches the other Party, that Party has not acted contrary to this article 466.

## Special Work Provisions

### 47. Work Concepts

In these Special Work Provisions which apply in addition to the General Provisions, a number of concepts have an initial capital letter. These concepts have the meanings given to them in this article.

- 47.1. Construction Materials:** all raw materials, materials, objects, systems, parts to be used by Contractor for the realisation of the Work.
- 47.2. Documentation:** the specifications, manuals, (user) instructions, (inspection) regulations and other data of Contractor pertaining to the Work in the Dutch language, unless Parties have agreed a different language.
- 47.3. Management:** the persons who represent Allego in all matters concerning the performance of the Work.
- 47.4. Contractor's Personnel:** the personnel members or auxiliary persons to be engaged / who have been engaged by Contractor to perform the Contract, who, pursuant to the Contract, (shall) work under his responsibility.
- 47.5. Timetable:** a general timetable with milestones and periods which indicate the way and the order in which and the equipment and the auxiliary materials with which Contractor intends to perform the Work and its parts, as well as the duration he deems necessary for each part.
- 47.6. Work:** The work to be performed and realised by Contractor for Allego pursuant to the Contract, including Construction Materials or supplies to be made in this scope.

### 48. Alterations, Extra Work and Less Work

- 48.1.** Contractor shall not, without written permission or written request of Allego, make any change to the specifications of the Work. If the realisation of the Work is not possible in accordance with the specifications, Allego shall not refuse that permission unreasonably.

- 48.2.** Contractor is at all times bound to apply or supply the changes or additions to the Work which are desired by Allego and are technically possible.
- 48.3.** If, due to extra wishes or changed insights of Allego or due to changes in the statutory provisions important to the Work to be realised, the Work that Contractor shall realise pursuant to the Contract is demonstrably complicated or expanded, this is a case of extra work, which is eligible for payment. Extra work does not include extra activities or changed insights which Contractor should have anticipated when entering into the Contract. If a Party is of the opinion that there is a case of extra work, it informs the other Party of this as soon as possible in writing.
- 48.4.** Contractor does not commence extra work before he has received the written order from Allego to this aim. Contractor issues a written offer to obtain an order for the performance of extra work with respect to the size of the expected extra work and the related duration and costs. The provisions of the Contract, including the rates and any discounts, in so far as they are not changed due to the later written order, apply to the extra work to be performed by Contractor. Contractor may, in submitting an offer, set no further or greater financial conditions than those to which Allego consents. Such an order for extra work is issued under the provisions of the Contract.
- 48.5.** If, due to extra wishes or changed insights of Allego or due to changes in the statutory provisions important to the Work to be realised, the Work is demonstrably eased or reduced, this is a case of less work, which is eligible for settlement. If a Party is of the opinion that there is a case of less work, it informs the other Party of this as soon as possible in writing. If a fixed price has been agreed, in consultation Parties determine the amount of the less work which will be set off against the price to be paid.
- 48.6.** All agreed changes and additions to the Work are implemented by Contractor and performed in accordance with the conditions of the Contract including these Purchase Conditions.
- 48.7.** Allego is entitled to terminate the Contract fully or partially or to cancel it if performance of the

changes or additions desired by Allego prove not to be possible under conditions acceptable to Allego.

## **49. Information from Allego**

- 49.1.** The information which is made available by Allego to Contractor for the purpose of the performance of the Contract is part of the Contract and its completeness and correctness shall be checked by Contractor no later than 14 Days after receipt of this information.
- 49.2.** Contractor shall inform Allego within 3 Days of the period specified in article 49.1 in writing of any incompleteness or incorrectness in the information and make proposals for improvement or modification. After approval by Allego, these improvements or modifications are part of the Contract.
- 49.3.** If Contractor has not informed Allego within the period specified in article 49.2 in writing of any incompleteness or incorrectness in the information, Contractor is deemed to agree to the (other content of the) information and he may not later claim (other) incompleteness or incorrectness in the information.
- 49.4.** Information provided by Allego, or Documentation acquired or created by Contractor at the expense of Allego, remains or becomes the property of Allego.

## **50. Timetable and Progress**

- 50.1.** Contractor guarantees that the performance of the Work by Contractor shall take place in accordance with and/or within the period specified in the Contract. The period within which the Work must be completed can be extended by Allego.
- 50.2.** No later than at or during the formation of the Contract, Contractor submits a Timetable in which Contractor sets out the way and the order in which, within which time period, and the equipment and the auxiliary materials with which Contractor intends performing the Work and its parts, as well as the duration Contractor deems necessary for each part of the Work. The Timetable must fulfil the

requirements which have been set in the Contract with respect to the performance of the Work.

- 50.3.** The Timetable must be approved by Allego and after approval forms part of the Contract. Approval of the Timetable by Allego does not affect the liability of Contractor for the correctness and possibility of realisation of the Timetable. Deviation from the Timetable by Contractor is only permitted if Allego consents hereto.
- 50.4.** Contractor reports on the progress of the Work and on the reaching of the periods and milestones in the Timetable to Allego as often and in the way as specified in the Contract or which Allego deems necessary.
- 50.5.** Allego is authorised to suspend the performance of the Work fully or partially. Additional costs and loss connected to the suspension remain or will be borne by Contractor, unless the suspension is the result of circumstances which must be deemed to belong to the risks of Allego.

## **51. Performance of the Work**

- 51.1.** Allego shall ensure that Contractor can have access in good time to the building, site or water in or on which the Work must be performed and, if applicable, to the information to be provided by Allego.
- 51.2.** Contractor is obliged to ensure that the Work is prepared and performed in accordance with the current standards of workmanship and expertise, the provisions of the Contract and the information belonging to it such as regulations and documents as well as the orders and instructions of Allego.
- 51.3.** Unless otherwise agreed, Contractor must ensure at his own expense the timely acquisition of all permits, exemptions, rulings and all other necessary approvals required for the performance and use of the Work.
- 51.4.** The Work and its performance are at the risk and expense of Contractor as of the date of commencement of the Work or on such earlier date as Contractor, with permission of Allego, starts with the Work up to and including the Day on which the Work applies as supplied/delivered and approved within the meaning of article 57. The Work and its performance also mean the preparation, the supply and use of raw materials, the performance of the

auxiliary works and the effectiveness and capacity of the equipment and tools used by the Contractor.

- 51.5.** Contractor is responsible and liable for the correct compliance with all current laws and regulations concerning the performance of the Work.
- 51.6.** The working hours of the Contractor's Personnel shall be the same as those of the personnel of Allego.
- 51.7.** Contractor is obliged to notify Allego of incorrectness and incompleteness in orders and instructions given by or on behalf of Allego and of faults in raw materials made available or prescribed by Allego, in so far as Contractor knows or should reasonably know them.
- 51.8.** Contractor and his employees or third parties engaged by him are obliged to observe the safety and environmental regulations prescribed by the government and to conform to the current regulations, instructions and orders concerning order, safety, the environment and control at the place where the Work is performed.
- 51.9.** Contractor is obliged to inform Allego immediately of accidents or damage that arises during the performance of the Work and provide Allego with all information desired on that matter. In that case, Contractor shall take adequate measures to prevent further accidents and/or damage.

## **52. Use of Goods of Allego and Services of Third Parties**

- 52.1.** Contractor, in performing the Work, can make use of the necessary auxiliary materials, tools, work clothing and safety devices which are the property of Allego, and which are loaned by Allego to Contractor for that purpose. Allego can attach conditions to this loan.
- 52.2.** In the performance of the Work, Contractor can make (full or partial) use of the services of third parties only after prior permission from Allego. Allego will not refuse its permission on unreasonable grounds but can attach conditions to this permission. The permission granted by Allego does not affect the responsibility and liability of Contractor for the performance of the obligations he bears pursuant to the Contract and the

obligations he has pursuant to the tax and social insurance legislation as employer.

## **53. Management**

- 53.1.** Allego is entitled to designate one or more persons to act as the Management.
- 53.2.** Management supervises (among other things) the performance of the Work. Management represents Allego in all matters concerning the Work, except in so far as Allego informs Contractor otherwise in writing.
- 53.3.** Management is authorised to determine that activities to be indicated by it concerning the Work may not be performed other than in the presence of Management or of persons designated by Management.

## **54. Safety**

- 54.1.** Contractor must, before commencing on the Work, acquaint himself with the situation at the site or in the building where the Work is to be performed.
- 54.2.** In so far as the Work is performed at Allego, Contractor instructs his personnel who are involved in the performance of the Work (the Contractor's Personnel) to observe the (fire) safety and security instructions, procedures, company rules and codes of conduct in force at the place of the Work.
- 54.3.** Contractor shall provide Allego with a written specification of the personal details and employment conditions of the Contractor's Personnel. The Contractor's Personnel is obliged, during the performance of the Work, to carry a proof of identification with them to be provided by Contractor and to show this at the request of Allego.
- 54.4.** Contractor must ensure that the following are observed by and with respect to Contractor's Personnel:
- a. the instructions and changes given by Allego;
  - b. the provisions of the laws and regulations concerning working conditions and any government regulations;

- c. the provisions of the laws and regulations concerning the environment;
- d. the further requirements and instructions given by the competent bodies, such as the Labour Inspectorate [Arbeidsinspectie], building inspectors and suchlike.

**54.5.** Contractor is responsible for the safety of Contractor's Personnel and shall take the necessary measures to that aim. Contractor shall ensure, among other things, that Contractor's Personnel is equipped with personal protection equipment such as dust, welding and safety goggles, safety harnesses, safety shoes, safety helmets and safety vests, hearing protection and suchlike.

**54.6.** Allego can demand that Contractor's Personnel submit, at least 3 Days before commencement of the performance of the Work, statements concerning conduct to Allego.

**54.7.** Allego can subject Contractor's Personnel to a security investigation, in accordance with the rules usual at Allego. Contractor cooperates in full with this investigation and ensures that the Contractor's Personnel cooperate fully in this investigation. Allego can, on the grounds of the findings of such a security investigation, refuse the deployment of the person concerned in the performance of the Work, without stating reasons.

## **55. Construction Materials, Tools and Auxiliary Aids**

**55.1.** All Construction Materials, tools and auxiliary materials to be used by Contractor must, before they are used for the performance of the Work, be accepted by Allego.

**55.2.** If Allego does not accept Construction Materials, tools or auxiliary materials on the basis of the provisions of article 55, paragraph 1, Contractor is obliged to arrange their replacement within 2 Days at his own expense.

**55.3.** Construction Materials are, except in the case of a retention of title of a party other than Allego or Contractor, the property of Allego as soon as they have been delivered to the Work and accepted by Allego, but the risk of loss and/or damage from that

moment until the date of completion and acceptance of the Work is borne by Contractor.

**55.4.** If Allego so desires, the transfer of the ownership of Construction Materials occurs on a date earlier than the date of completion and acceptance of the Work or a part thereof. Contractor shall in that case label the Construction Materials as recognisable property of Allego and indemnify Allego against loss, damage and the exercise of rights by third parties on the matter of these Construction Materials.

**55.5.** If Contractor, in the performance of the Work, makes use of auxiliary materials, tools or facilities provided by Allego, Contractor must, as soon as he has finished using the above-mentioned auxiliary materials, tools or facilities but no later than the Day of completion of the Work, return these to Allego in the condition in which they were provided to Contractor by Allego.

## **56. Inspection**

**56.1.** Allego and/or persons or bodies appointed to that aim by Allego is/are entitled at all times, either before completion or delivery, to (re)inspect, check, assess and/or test the Work.

**56.2.** Contractor shall provide access to the place where the Work is being performed and shall cooperate in the desired (re)inspection, check, assessment and/or test and provide the necessary documentation and information. Contractor informs Allego if necessary in good time in advance of the time when and place where (re)inspection, check, assessment and/or test can take place.

**56.3.** Contractor is entitled to be present at the (re)inspection, check, assessment and/or test.

**56.4.** The costs connected to the performance of this article 56 are the responsibility of Allego, unless the inspection brings to light that Contractor has not observed his obligations pursuant to the Contract in which case the costs of the inspection are the responsibility of the Contractor.

**56.5.** If, in the event of (re)inspection, check, assessment and/or test of the Work before completion or delivery, the Work is rejected fully or partially, Allego shall inform Contractor of this promptly in

writing. If Allego rejects the Work to be supplied, Contractor, without prejudice to all other rights or claims of Allego, is obliged to offer the missing or repaired or replacement Work at his own risk and expense forthwith for a new inspection, check, assessment and/or test. The provisions of this article 56 apply in that case in full. The rejection by Allego at the first/previous inspection, check, assessment and/or test does not result in an extension of the agreed supply period(s).

- 56.6. If, by agreement, (re)inspection, check, assessment and/or test is performed by an independent body, the result is binding for Parties.
- 56.7. (Re)inspection, check, assessment and/or test by or on order of Allego or the omission thereof do not relieve Contractor of any obligation or liability.

## 57. Supply

- 57.1. Unless otherwise agreed in writing, Supply of the Work by Contractor shall take place on the agreed supply date(s), or within the agreed supply period(s), at the supply address and place specified by Allego. Supply must furthermore be coordinated in advance with Allego.
- 57.2. The agreed supply date(s) or supply period(s) are fixed and final. If the Work is not supplied within the agreed period or on the agreed date(s), Contractor is in default de jure. As soon as Contractor knows or expects that it will not be possible to supply or deliver the Services on time, he shall inform Allego of this in writing, stating the causes and the associated expected delay.
- 57.3. Contractor shall inform Allego in good time and adequately in advance of the precise time of Supply. Supply earlier than on the agreed supply date(s) or period(s) or Supply in instalments (so-called part supplies) is only possible after prior written permission from Allego and does not result in a change to the agreed time of payment. If Contractor supplies, without permission, earlier or in part supplies, Allego is entitled to refuse this (part) supply or these (part) supplies.
- 57.4. Allego is authorised to postpone Supply. Postponement of Supply results in the extension of

the agreed supply period. Extension of the supply period is confirmed in writing by Parties.

- 57.5. Supply has only been completed if the agreed Work has been supplied and accepted fully and in accordance with the Contract, to the place designated by and at the time agreed with Allego.

## 58. Evaluation and Acceptance

- 58.1. Allego assesses, possibly through the engagement of / aided by third parties, the Work as soon as possible after Supply. If Allego judges the Work to be satisfactory, Allego accepts it by means of a written notification to Contractor.
- 58.2. If Allego deems it necessary, after notification to Contractor it may extend the acceptance period in writing. If Allego has not expressed a judgement within a reasonable period after Supply and has not extended the acceptance period, the Work is deemed to have been accepted by Allego.
- 58.3. If the assessment by Allego reveals faults in the Work, the Work is not accepted and Contractor shall repair these faults at no charge and as soon as possible, after which the Work shall be subjected to a second assessment. If faults are revealed, the other part of the Work that is not affected by the faults shall also not be accepted.
- 58.4. The procedure of the assessment by Allego as described in this article 58, shall be repeated until the Work is accepted, on the understanding that if the second assessment brings more faults to light, Allego is entitled - notwithstanding its right to demand compensation - at its own discretion: (i) to require Contractor to continue its repair activities at no charge; (ii) at the expense of Contractor, to take steps itself or involve the necessary services of a third party for the repair of the faults; (iii) to terminate the Contract (fully or partially) and any agreements linked to it, whereby Allego shall not owe Contractor any remuneration at all; or (iv) to only accept a part of the Work, which partial acceptance shall result in a proportionately lower remuneration under the Contract.
- 58.5. Contractor shall, no later than the day on which evaluation of the Work takes place, at his own expense clean the place where the Work was

realised and deliver it in the condition in which it was at the start of the Work.

- 58.6.** The Work is deemed to have been supplied on the day on which Contractor, pursuant to paragraph 2, receives the written notification from Allego that the Work has been approved and Contractor has fulfilled his obligation as specified in article 58.5.

## **59. Transmission of Risk and Ownership**

- 59.1.** The Work to be performed by Contractor is at the risk and expense of Contractor up to the moment that the Work has been supplied/completed and accepted as specified in article 58.
- 59.2.** Allego acquires ownership of the Work at the moment of acceptance as specified in article 58. If Allego makes any payment before completion and acceptance, the ownership of the Work to which that payment is allocated and/or of parts or materials for the Work which are already present at Contractor is transferred to Allego at the moment of payment. Contractor is obliged in that case to identify and keep identifiable these parts of the Work, parts or materials for Allego. Contractor is in that case holder of this part of the Work, these parts or materials for Allego.
- 59.3.** Employees of Contractor work, also at locations of Allego, at the risk and expense of Contractor. Auxiliary materials of Contractor are, also at locations of Allego, at the risk and expense of Contractor.

## **60. Documentation**

- 60.1.** Contractor provides Allego with clear and sufficient Documentation with respect to the properties and possibilities for use of the Work.
- 60.2.** Allego is entitled to disclose and reproduce the Documentation. Contractor indemnifies Allego against claims which third parties might enforce on the grounds of copyright accruing to them with respect to the Documentation.

## **61. Warranty**

- 61.1.** Contractor guarantees to Allego that the Work:
- a. is in good condition;
  - b. conforms to the Contract as far as quantity, dimensions, weight, description and quality are concerned, among others;
  - c. satisfies in all aspects the descriptions and (technical) specifications as stated in the Contract or stated by Allego;
  - d. fulfils in all aspects all requirements made of it by national, international or supranational laws or regulations (including EU regulations);
  - e. meets in all aspects all safety and quality standards adhered to within the sector;
  - f. contains no materials or substances which are harmful to health or forbidden under the Dutch environmental legislation;
  - g. contains no manufacturing, material or design errors or other faults also as specified in Article 6:186 of the Dutch Civil Code [Burgerlijk Wetboek];
  - h. is suitable for the use intended by Allego;
  - i. will be supplied or made available on time;
  - j. and its use, including any resale, does not breach the rights of third parties, including intellectual property rights.
- 61.2.** The warranty as stated in article 61.1 is given by Contractor in addition to any other warranties or obligations provided by Contractor or arising from the law and is also given for customers of Allego and other users of the Work.
- 61.3.** A warranty period under the Contract refers to a period during which Contractor is obliged to repair faults or ensure resupply at no charge and immediately or, based on reasonableness, to credit Allego the invoice value of the Work fully or partially, all this at the discretion of Allego, regardless of the cause of the fault and notwithstanding the liability of Contractor pursuant to the Contract.
- 61.4.** The warranty period during which Contractor is obliged to repair faults is 12 months after completion. If the supplied item has been repaired or supplied again pursuant to this article, the full warranty period shall start again at the moment that



the repair has taken place or the supply has taken place again.

- 61.5.** In the event of faults about which Allego has complained in writing within the warranty period, Contractor shall either resupply at no charge, or repair the faults, or, based on reasonableness, credit Allego the invoice value of the Work concerned fully or partially, all this at the discretion of Allego.
- 61.6.** If Contractor, after this has been demanded of him in writing by Allego, does not fulfil his warranty obligations correctly within the period specified therein, Allego, without prior judicial intervention, is authorised to choose between:
- a. replacement or repair of the Work by a third party payable by and at the expense of Contractor;
  - b. return of the Work concerned at the risk and expense of Contractor and termination of the Contract and consequently crediting of (the part of) the purchase price which had already been paid for the Work concerned.
- 61.7.** The provisions of this article 61 do not affect other rights and claims which Allego can derive from a failure.
- 61.8.** If Contractor is of the opinion that Allego cannot rely on this article 61, the burden of proof in this matter is on Contractor.

## **62. Intellectual Property Rights**

- 62.1.** Drawings, images, designs, models, calculations, working methods, tools, etc. which are provided by Allego or made on order/commission of Allego or in connection with this by or because of Contractor and the intellectual and industrial property rights in respect thereof accrue exclusively to Allego who shall also be designated as maker and designer, all this regardless of whether these matters are charged separately to Allego. In so far as necessary - after Allego has requested this - Contractor transfers the relevant rights to Allego. Contractor shall in that case furthermore do all which is necessary or appropriate to have Allego authorised as referred to here and grants Allego to this aim the irrevocable authorisation to do all that

which is necessary or appropriate to transfer the intellectual or industrial property rights to Allego and register them in the name of Allego.

- 62.2.** If it emerges that the use by Allego of the Work breaches or threatens to breach the (intellectual property) right of third parties, Contractor is obliged:
- a. to replace the Work by an equivalent work which does not breach the right of third parties; or
  - b. to ensure that Allego obtains an unconditional right of use for at least 10 years, whereby Allego also has the right to agree on the right of use with the third party in question at the expense of Contractor; or
  - c. to change the Work in consultation with Allego;
- all this at the discretion of and in consultation with Allego and on the understanding that for Allego, apart from the agreed purchase price of the Work, no extra costs arise and the possibilities of use of the Work are no more limited than those of the originally supplied Work. All loss suffered by Allego on this matter shall be compensated by Contractor.

## **63. Sequential Liability**

- 63.1.** Contractor guarantees Allego that the withholding tax owed (wage tax and social insurance premiums) on the wages of Contractor's Personnel is withheld and paid to the Dutch tax authorities [Belastingdienst] in a timely and correct manner and that, if applicable, turnover tax (VAT) owed on the payment is paid to the Dutch tax authorities [Belastingdienst]. Contractor furthermore guarantees Allego to comply with further obligations which arise under any tax law. Allego or a third party designated by Allego for that purpose is at all times entitled to check whether Contractor has complied with the above-mentioned obligations and Contractor shall cooperate in full to this aim.
- 63.2.** Contractor must provide Allego with (personal) information regarding Contractor's Personnel.
- 63.3.** Contractor shall submit, every quarter, a declaration in writing from the Dutch tax authorities [Belastingdienst] concerning the timely and integral payment of the withholding tax owed on the wages of the Contractor's Personnel made available in the

past quarter as well as the VAT owed in the scope of the Contract.

**63.4.** Allego is permitted to deposit directly to the guarantee account [G-rekening] of Contractor or directly to the Dutch tax authorities [Belastingdienst] an amount of the payment corresponding to the withholding tax owed on it. Contractor shall, immediately upon request in writing of Allego, provide all necessary information for that purpose. If the guarantee account [G-rekening] system is replaced in the future by the so-called "deposit system", the provisions of this article 63 continue to apply in full to the new system.

**63.5.** Should Contractor not be obliged to withhold and pay the social security premiums on the wages of a member of staff, Contractor shall submit a valid and official declaration from the social security authorities in which this is confirmed (certificate of coverage / E101 declaration / A1 declaration). The part of the payment which is deposited directly to the guarantee account [G-rekening] of Contractor or directly to the Dutch tax authorities [Belastingdienst] can be adjusted downwards in this situation by Allego.

**63.6.** Should Contractor not be obliged to deduct and pay withholding tax from the wages of a person who performs the Work because that person is not employed by Contractor, Contractor shall submit to Allego a valid Declaration of Independent Contractor Status (VAR) [Verklaring Arbeidsrelatie] from the tax authorities [Belastingdienst] which shows that Contractor, in its role as client, does not have to deduct and pay withholding tax. The declaration must be provided on an annual basis by Contractor to Allego together with a copy of the proof of identity of the person in question. The said declaration must be a valid Declaration of Income Tax Status (profits from business activities) [VAR winst uit onderneming] or Declaration of Income Tax Status (income from activities at the company's risk and expense) [VAR DGA (directeur groot aandeelhouder)]. In the latter case, an additional requirement is that every quarter a declaration from the Dutch tax authorities [Belastingdienst] is submitted which shows that withholding tax and VAT have been paid. If the Declaration of

Independent Contractor Status is replaced in the future by a different declaration, this article 63.6 continues to apply in full.

**63.7.** If there is no timely and full compliance by Contractor with the obligations laid down in this article 63, Allego is entitled at its own discretion and without Contractor being able to appeal to Allego on the grounds of non-compliance with any obligation under the Contract, to suspend every payment until the desired information has been submitted. If Contractor continues to fail in the compliance with its obligations, also after a written notice of default in which he is granted a period of 14 Days to fulfil his obligations as yet, Allego is entitled to terminate the Contract in writing with immediate effect fully or partially, without prior notice of default or judicial intervention being required or obligation to pay compensation of any loss and without prejudice to the other rights of Allego including the right to compensation.

**63.8.** In so far as Allego is obliged to fulfil any obligation of Contractor as described in the above paragraphs, Contractor, immediately upon request of Allego, pays back to Allego the amount(s) involved plus the legal interest, counting from the moment that Allego paid those amounts to the body in question.

**63.9.** Contractor is obliged to only use Contractor's Personnel who have health insurance, in accordance with the statutory requirements made thereof. Contractor ensures that all other legal conditions, requirements and formalities, including in any case those arising under the Compulsory Identification Act [Wet op de identificatieplicht], the Wages and Salaries Tax Act 1964 [Wet op de loonbelasting 1964] and the Collection of State Taxes Act [Invorderingswet], have been fulfilled before a staff member may commence his Services at Allego. Contractor is obliged to submit to Allego immediately upon request all necessary documents, evidence and correspondence from which this is proven.

**63.10.** Contractor is liable for all possible damage which Allego suffers because Contractor does not comply with his obligations pursuant to this article 63. Contractor indemnifies Allego against all possible claims in this connection.

**63.11.** In the event of subcontracting, the conditions and provisions under this article 63 also apply with respect to the subcontractor.