

These purchase conditions are applicable to:

- Allinq Group B.V.
- Allinq Networks B.V.
- Allinq Mobile B.V.
- Allinq NL B.V.
- Allinq HFC B.V.
- Allinq EU B.V.
- Allinq Fiber to the Home B.V.
- Allinq Insite B.V.
- Schuurig Installatie Techniek B.V.
- Schuurig Civiel Techniek B.V.
- Schuurig Glasvezel B.V.
- Vidyn B.V.
- Operate4all B.V.

Article 1 Definitions

In these purchase conditions the following terms and phrases are defined as follows:

Client:

The Party referred to as "Allinq", "Schuurig", "Vidyn", "SCT", "SIT", "Operate4all", "Giscare" or "Client" in the Agreement, and who is the user of these purchase conditions;

Supplier:

The other party in the transaction with Client (for instance, Supplier and/or Subcontractor and/or Supplier of flexible labour capacity). The term "Supplier" shall also include the third parties engaged by Supplier for the performance of the Agreement(s).

The Parties:

Client and Supplier;

Agreement:

The agreements laid down in writing between Client and Supplier with regard to the delivery of Services and/or Goods;

Delivery:

Supplying to Client or putting under its control one or more Services and/or Goods and the possible installation and assembly of these Goods;

Goods:

Material objects;

Services:

The activities described in the Agreement as Services.

Equipment:

All vehicles, parts of the equipment, cranes, scaffolding and parts thereof, consumption items and suchlike used by Supplier for the performance of the Agreement, yet excluding the Goods to be processed in the material objects to be created;

Principal:

A party which has given Client an assignment for contracted work, as a main contractor.

Article 2 Applicability

- a) The purchase conditions shall apply to any and all requests, offers and orders regarding the delivery of Services and/or Goods to Client by Supplier, whereby the general terms and conditions of Supplier, in any form and known under any name are explicitly rejected.
- b) In the event of conflict between the stipulations of the Agreement and those of these purchase conditions, the specifically agreed stipulations shall prevail over these purchase conditions.

Article 3 Changes

Client is at all times authorized to change the scope and/or the quality of the Services to be provided and/or Goods to be delivered in consultation with Supplier. Changes shall only be agreed upon in writing.

Article 4 Transfer of obligations

- a) Supplier may transfer an obligation and/or right(s) arising from an Agreement to a third party only with prior written permission from Client. Client may attach conditions to this permission. Parties hereby exclude the transferability, assignment or pledging of any obligation and/ or right arising from this Agreement to a third party under Dutch civil Law, as cited in section 3:83(2) in conjunction with article 3:98.
- b) If the obligations or part thereof and/or rights arising from the Agreement are transferred by Supplier to a third party, Supplier shall inform Client of the security that has been provided for the payment of VAT, wage tax and social security contributions for staff as prescribed by law.

Article 5 Prices

- a) The agreed prices are in Euros excluding VAT and include all the costs relating to the fulfilment of the obligations of Supplier.
- b) The agreed prices are fixed, unless the Agreement describes circumstances that may lead to a possible price adjustment and also determines the manner in which this adjustment may be implemented.

Article 6 Invoicing and payment

- a) The invoices submitted by Supplier to Client must meet Client's requirements regarding invoices as well as the legal requirements. If the invoices fail to meet these requirements, Client will be authorised to return them to Supplier.
- b) Payment of the invoice, including VAT, shall be sixty days after receipt of the invoice and approval of the Services and/or Goods and any installation and/or assembly thereof by Client
- c) Client is authorised to suspend the payment or part thereof if Client has established a shortcoming in the Services and/or Goods and the possible installation and/or assembly thereof.
- d) Client is authorised to reduce the amount on the invoice by amounts Supplier owes to Client.
- e) Payment by Client shall not imply any waiver of any right.
- f) Supplier shall submit its invoices within one year of the first day on which invoicing is permitted on the basis of these conditions and the Agreement. Invoices submitted after this period will not be processed by Client.

Article 7 Delivery

- a) The agreed time of delivery constitutes a deadline. If a delivery is not made on time Supplier shall be immediately in default without any further notice of default being required.
- b) If the delivery date or time is exceeded, Supplier shall pay a penalty of fifteen percent of the invoice amount or, if greater, the total amount of the assignment, without prejudice to the possible entitlement of Client to compensation.
- c) Supplier shall notify Client immediately and in writing if it is likely that the delivery date or time will be delayed. This shall not affect any consequences of the late delivery pursuant to the Agreement or legal provisions.
- d) Delivery of Goods shall be DDP (Delivered Duty Paid), at the agreed place and at the agreed time, in accordance with the Incoterms in force at the time when the Agreement was concluded.
- e) Unless agreed otherwise in writing by the Parties, Supplier is not permitted to deliver the Goods in instalments.
- f) Client is authorised to postpone the Delivery. In this case Supplier shall store, preserve, safeguard and insure the Goods separately, clearly marked and properly packaged.

Article 8 Shortcoming

- a) The Parties can only invoke force majeure with regard to each other if the Party involved notifies the other party in writing of its intention to do so as soon as possible, though not later than five working days after the situation of force majeure has arisen and under the proviso that the required evidence has been submitted.
- b) If Supplier states that one or more of its failures cannot be attributed to it and Client accepts this point of view, Client shall nevertheless be authorised to terminate the Agreement. In such a case the Parties shall not claim any compensation from each other.

Article 9 Guarantee

- a) Supplier guarantees that the Services and/or Goods and the possible installation and/or assembly thereof meet the agreed requirements.
- b) Supplier guarantees that the Goods are entirely complete and ready for use. Supplier ensures that, for instance, all the parts, auxiliary materials, attachments, tools, spare parts, instructions for use and instruction manuals required to achieve the purpose indicated in writing by Client are included, even if they are not explicitly referred to.
- c) Supplier guarantees that the delivered Services and/or Goods comply with all the relevant legal provisions with regard to for instance quality, the environment, health and safety.
- d) If Client establishes that the delivered Services and/or Goods fail (partly or completely) to meet the guarantees of Supplier referred to in paragraphs a to c of this article, Supplier shall be in default unless the latter proves that the failure is not attributable to it.
- e) The guarantee period is eighteen months, to be calculated from the date of Delivery, unless the Agreement states otherwise.
- f) The guarantee means, among other things that, without prejudice to the entitlement of Client to compensation of all the costs and damage incurred as a consequence of the default, all defective Goods of which the defects have surfaced during the guarantee period shall be repaired and/or replaced by similar Goods completely and without charge by Supplier.
- g) Supplier guarantees that Services shall be performed in accordance with the degree of care, expertise and professionalism that can be expected from Supplier and that the result shall be in compliance with the agreed specifications and/or descriptions, the Agreement and these General purchase conditions.

Article 10 Industrial and intellectual property rights

- a) Supplier guarantees the free and uninterrupted use of the delivered Goods by Client. Supplier indemnifies Client against the financial consequences of claims of third parties because of any infringement on their intellectual and industrial property rights.
- b) Supplier is authorised to use the information provided by Client but only in connection with the performance of the Agreement. This information is and shall remain the property of Client.

Article 11 Documentation

- a) Any documentation that belongs with the Services and/or Goods must be provided to Client by Supplier prior to or simultaneously with the Delivery.
- b) Client is free to use this documentation, including the multiplication thereof for its own use.

Article 12 Liability

- a) Supplier is liable for any and all direct and indirect damage that may occur in connection with the fulfilment of the obligations arising from the Agreement.
- b) Supplier may be held liable for a maximum of five million euro's or the value of the assignment, if that exceeds five million euro's.
- c) Supplier indemnifies Client against any and all financial consequences of claims of third parties that are in any way related to the fulfilment of its obligations arising from the Agreement. Client is entitled to demand that Supplier takes out insurance to cover any risks. When requested by Client, Supplier shall submit the insurance policy document to Client for inspection.

Article 13 Property, risk and complaints

- a) The ownership of Goods shall pass to Client after they have been delivered and/or assembled, respectively installed by Supplier.
- b) If Client provides materials, such as raw materials, auxiliary materials, tools, drawings, specifications and software to Supplier for the fulfilment of its obligations, these shall remain the property of Client. Supplier shall store these separately from Goods that belong to Supplier or third parties. Supplier shall mark them as property of Client.

- c) At the time when materials such as raw materials, auxiliary materials and software of Supplier have been processed into Goods of Client, this shall constitute a new item of which Client is the owner.
- d) If what has been supplied by Supplier fails to meet what has been agreed upon, Client is authorised to complain to Supplier within a reasonable period after Client has or could reasonably have discovered this. This right shall not be affected by the processing, treatment, taking into use or selling on of the delivered Goods.
- e) The fact that Client signs a receipt when it receives Goods shall not imply that Client accepts that the delivered Goods conform with the Agreement.

Article 14 Confidentiality

Supplier undertakes to observe strict secrecy with regard to any and all business information and data that have come to its knowledge or that it has been provided with in any manner whatsoever pursuant to or in connection with the Agreement. Supplier shall also impose this duty of secrecy on its staff and any third parties it has engaged for the performance of the Agreement.

Article 15 Client Staff

- a) The other party shall completely refrain from persuading or trying to persuade staff of Client to perform activities for the other party directly or indirectly whether or not via third parties.
- b) The other party shall ensure that third parties it has engaged shall also refrain from the activities referred to in paragraph a.
- c) A violation of the provisions in paragraph a and/or paragraph b shall give Client the right to terminate the Agreement in accordance with Article 17 of these purchase conditions, whereby also an immediately due and payable fine of twenty-five thousand euro's per Client's employee shall be payable by the other party.
- d) Client may refuse personnel of the other party or refuse other persons engaged directly or indirectly by the other party if it becomes evident that they have recently (less than 6 months [ago]) performed activities for Client directly or indirectly in any other manner or in another capacity. The risk and the consequences thereof lie expressly with the other party.

Article 16 Inspection

- a) Client is authorised to inspect the Goods or to have them inspected at any time during production, manufacturing, storage and installation as well as after delivery.
- b) Supplier shall provide access to Client or its representative to the production, manufacturing or storage location immediately upon Client's request. Supplier shall cooperate with the inspection without charge.

Article 17 Packaging and shipping

- a) Supplier shall ensure that the Goods to be delivered are properly packaged and is liable for damage caused as a result of inadequate packaging.
- b) Supplier is responsible for the proper course of affairs during the unloading of Goods, which unloading takes place on the instructions of Client.
- c) Client shall at all times have the right to return the (transport) packaging materials to Supplier at the expense of Supplier.

Article 18 Termination

- a) Without prejudice to any entitlement to compensation for any damage/loss, Client shall be authorised to terminate the Agreement without any obligation to reimburse the costs of Supplier and without judicial intervention if Supplier attributably fails to fulfil its obligations and continues to fail to fulfil its obligations after the period stipulated in any written notice of default.
- b) Without prejudice to any entitlement to compensation for any damage/loss, Client shall also be authorised to terminate the Agreement partly or in full with immediate effect without being required to reimburse the costs incurred by Supplier, without judicial intervention and without any notice of default being required, if:
 - Supplier has applied for or has been granted suspension of payments;
 - a petition for bankruptcy has been filed for by or against Supplier or if Supplier has been declared bankrupt;
 - part or all the assets of Supplier have been attached;
 - Supplier discontinues its business activities or liquidates the company;
 - Supplier is taken over by a third party;
 - the Principal of Client cancels or discontinues its assignment to Client partly or in full for any reason.
- c) Without prejudice to any other rights, Client may terminate the Agreement partly or in full if Supplier or one of its subordinates or representatives offers any benefit to staff of Client's company or to any of its subordinates or representatives or furnishes any of the staff, subordinates or representatives referred to therewith.
- d) Termination of the Agreement shall take place by means of a registered letter or bailiff's notification to Supplier.

Article 19 Health, Safety and the Environment

Supplier and its staff as well as any third parties it has engaged shall observe the regulations in regard to safety, health and the environment. The company rules and regulations in regard to safety, health, working conditions and the environment of Client shall also be complied with.

Article 20 Disputes:

- a) Any disputes between the Parties including those which are only considered as such by one of the Parties shall be resolved by means of proper consultations to the greatest extent possible.
- b) If the Parties fail to reach agreement, the disputes shall be submitted to the court of arbitration for the building industry in the Netherlands.

Article 21 Applicable law

The Agreement between Client and Supplier, of which these purchase conditions form part, shall exclusively be governed by Dutch law. Foreign legislation and the Vienna Sales Convention are excluded.

Additional terms and conditions in regard to assignments for subcontractors and flexible labour capacity.

Article 22: Staff, equipment and materials

- a) Staff engaged by Supplier for the performance of the Agreement shall meet the special requirements of Client and, in default thereof the general requirements regarding competence and expertise.
 - b) For the performance of technical assignments Supplier may only use staff that have a valid VCA (work and safety for contractors) certificate.
 - c) If, in the opinion of Client the staff is insufficiently qualified, Client will be authorised to order the removal of this staff and Supplier shall replace it immediately and without charge with due observance of the stipulations of paragraphs a and b of this article.
 - d) Before starting the work, Supplier shall provide a list of workers assigned to the job containing their full names, date of birth and nationality. Of workers from outside the European Economic Area (EEA), a copy of a valid identity card and a copy of a valid residence and work permit must also be provided.
 - e) In accordance with the guideline 'mandatory use BSN, Client has the authority to record and process the BSN of any person who carries out activities on site because of Supplier. These persons are to report to Client before the first working day and identify themselves by presenting a valid ID on which nationality and (if applicable) the residency status is indicated. From this document, Client will copy the BSN, document type, document number and the validity as well as the initials, surname, date of birth and the nationality.
 - f) Supplier shall strictly fulfil all its obligations to the staff it employs. Supplier guarantees to Client that it meets all the statutory requirements and obligations under the collective labour agreement and that the staff used by Supplier for the performance of the work have the required residence and work permits.
 - g) For each violation of the stipulations described in paragraph f, the Subcontractor and/or Supplier of Flexible Work Capacity shall forfeit an immediately payable penalty to Client, not subject to judicial mitigation of twenty-five thousand Euros per violation.
 - h) Supplier shall not use any staff of third parties without the permission of Client.
 - i) Client is authorised to inspect and test all the Goods and equipment used by Supplier for the performance of the Agreement.
 - j) Supplier guarantees the proper use and maintenance of the Goods and equipment made available to it, in default whereof Supplier shall be liable for damage/loss and costs.
 - k) Upon termination of the contract and/or activities, Supplier must return to Client all Goods and/or equipment made available by Client.
 - l) All fines, including penalties via its [own] Principal, that are imposed on Client within the context of the Foreign Nationals (Employment) Act, which have arisen due to and/or under the direct or indirect responsibility of Supplier, shall be completely recovered from Supplier.
 - m) All fines, including penalties via its [own] Principal, that are imposed on Client within the context of the Working Conditions Act, which have arisen due to and/or under the direct or indirect responsibility of Supplier, shall be completely recovered from Supplier.
 - n) All fines, including penalties via its [own] Principal, that are imposed on Client within the context of the Placement of Personnel by Intermediaries Act of the Ministry of Social Affairs and Employment (SZW), which have arisen due to and/or under the direct or indirect responsibility of Supplier, shall be completely recovered from Supplier.
- #### Article 23 Obligations of Supplier
- a) Supplier is responsible for achieving good results with respect to the work independently and under its own responsibility, with due observance of the prevailing regulations, such as for instance those regarding safety and the environment.
 - b) The work and/or assignment shall be performed properly and soundly and in compliance with the stipulations of the Agreement.
 - c) Supplier shall indemnify Client against liability vis-à-vis third parties because of any failure of Supplier in the fulfilment of its obligations arising from the Agreement or the law. Supplier is obliged to ensure that Client has in its possession an up-to-date (not older than three months) statement from the Dutch Tax and Customs Administration from which it is evident that Supplier has paid in a timely and complete manner turnover tax, wage tax, national insurance contributions and/or employee insurance premiums for the staff whose services have been engaged.
 - d) Supplier is and shall at all times remain responsible and liable for the fulfilment of its obligations arising from the Agreement which ensue from tax laws and social security legislation. Supplier shall indemnify Client against claims in this regard.
 - e) Supplier shall provide Client with the records of worked hours on a weekly basis of all staff employed by Supplier in the context of the assignments given by Client.
 - f) Supplier shall, if requested, draw up production overviews in accordance with a model provided by Client.
 - g) Supplier shall explicitly refrain from any communication with the Principal or other third parties with regard to commercial affairs such as, but not limited to pricing.

- h) Supplier is not permitted for the term of the Agreement as well as for twelve months after the end of the activities to perform activities directly for the Principal(s) of Client.
- i) After fulfilling its obligations, Supplier shall remove and dispose of waste and packaging materials at its own expense.
- j) Supplier must treat with due care the information made available by Client for the performance of the activities. Supplier must secure and store this information in an unequivocal manner. In the process, Supplier must comply with the applicable legislation and regulations concerning privacy.
- k) Upon termination of the contract and/or activities, Supplier must return to Client all information made available by Client.
- e) Client may set off all amounts that it must pay to Supplier and/or third parties due to the actions of Supplier against still outstanding claims, and/or assets in any form whatsoever of Supplier; this set-off option is also applicable to possible or actual losses, possible or actual costs, possible or actual claims from the internal revenue service and/or other (government) agencies, which Client suffers; these can therefore also be set off against still outstanding claims and/or credits in any form whatsoever of Supplier.
- f) If and during the period in which Supplier fails to submit the statements referred to in Article 23 under paragraph d, Client shall be authorised to suspend all payments to Supplier under the Agreement.
- g) Pursuant to the obligations arising from article 34 recipients' liability, [*inlenersaansprakelijkheid*] or article 35 vicarious tax liability [*ketenaansprakelijkheid*] of the Dutch collection of state taxes act [*Invorderingswet 1990*] and the guarantee account decree [*g-rekening besluit*], forty percent of the invoice amount or, if the wage costs are specified on the invoice, forty percent of the wage costs, will be set aside for social security contributions and wage tax, which will be remitted to the guarantee account.

Article 24 Performance of activities

- a) Supplier shall make itself familiar with the conditions at the site (area and/or buildings) where the activities are to be performed prior to the commencement of the performance of the Agreement.
- b) Any costs of delays in the performance of the Agreement caused by circumstances as described above shall be for the risk and account of Supplier.
- c) If work cannot be performed due to weather conditions, as is the case in the event of time lost through frost, no extra costs shall result therefrom for Client.
- d) Supplier shall ensure that its presence and the presence of its staff at the site where the activities are performed do not interfere with the uninterrupted progress of the activities of Client and third parties.
- e) Prior to commencing the performance of the work of the Agreement, Supplier and its staff shall make themselves familiar with the content of the regulations and rules in regard to for instance the environment, health and safety that apply at the site where the activities are to be performed and shall conduct themselves accordingly.
- f) A copy of the aforementioned rules and regulations shall be provided by Client or its Principal to Supplier at its request.
- g) Supplier shall in no case whatsoever be entitled to suspend or terminate the activities.
- h) If excavation work is being performed, Supplier shall comply with the obligations imposed on the excavation contractor by the exchange of information on underground networks act [*Wet informatie-uitwisseling ondergrondse netwerken (WION)*] and as referred to in this act and with the directive on the prevention of damage to cables and pipes caused by excavation work [*Richtlijn Graafschade voorkomen aan kabels en leidingen*] drawn up by the CROW institute. The information made available to Supplier by Client does not release Supplier from the obligation to check this information for accuracy and completeness and to take precautionary measures for the prevention of damage/loss.
- i) Damages caused by Supplier must be reported by Supplier itself and settled with the relevant manager(s). The damage, however, must at all times be reported to Client.
- j) If Supplier arranges for the settlement of damage caused to facilities, materials and individuals to proceed via Client, the invoices received by Client from third parties will be charged to Supplier plus administrative charges of four hundred and fifty Euro's per claim.
- k) If Supplier fails to report the damage to Client, Client shall repair the damage or have it repaired at Supplier's expense, while Supplier shall be completely liable for all costs ensuing from the damage. In addition, Client shall charge Supplier one thousand Euro's in administration charges.
- l) If damage is discovered on the site during or after the activities, Supplier shall be liable for that damage if Client can demonstrate that Supplier performed work on or in the direct vicinity (eight metres) of the relevant location and the nature of Supplier's work could also have physically caused the relevant damage. Damage exists if Client can demonstrate plausibly that damage has arisen; this will in any event be the case if Client is sued for damage by a third party.
- m) Supplier will solely not be liable if Supplier can prove that Supplier is not liable for the relevant damage.
- n) The performance of, compensation for and set-off of contract variations shall only take place if Supplier has notified Client thereof in advance in writing or by telephone and Client has expressly approved the contract variations in writing.
- h) The following conditions apply to partial invoicing:
 - Total order amount less than € 50,000 excluding VAT: no partial invoicing possible.
 - Total order amount between € 50,000 excluding VAT and € 100,000 excluding VAT: 50% on assignment and 50% on completion.
 - Total order amount more than € 100,000 excluding VAT: 20% on assignment, 30% on commencement of work, 35% on completion of work, 15% on delivery.
- i) The reverse charge mechanism with regard to VAT shall apply in the event of subcontracting.

Article 25 Payments

- a) The issue of a purchase order expressly does not imply that the work or partial work has been completed properly.
- b) Client will only be obliged to pay after the work has been delivered by Supplier to Client's satisfaction and/or the assignment has been performed by Supplier to Client's satisfaction. If the work and/or the assignment has not been (entirely) completed by Supplier, Client will in no be obligated to pay any fee and no claim has arisen on Client.
- c) A payment does not release or discharge Supplier from its obligation to issue guarantees on the work performed.
- d) If it is established within twelve months of delivery of the work or partial work that it has not been performed properly, Supplier shall be immediately in default without any further notice of default being required and the costs arising from the improper performance of the work, without prejudice to the right to any compensation, shall be recovered from Supplier.