

GENERAL TERMS AND CONDITIONS OF CONSTRUCTION CONTRACTS VAN BERLO B.V.
dated 20-02-2026

Article 1 - Definitions

- 1.1 In these general terms and conditions, the following definitions shall apply:
- Contract Sum:** the price that Van Berlo and the Client have agreed for the Work.
- General Terms and Conditions:** these general terms and conditions.
- Building Materials:** the materials, objects, parts, installations or parts thereof, soil of all kinds and suchlike to be used in the Work.
- Day:** a calendar day.
- Quotation:** the offer that Van Berlo has issued to the Client in respect of a Work.
- Client:** the natural person or legal entity that commissions Van Berlo to perform the Work, or that has received a Quotation from Van Berlo for the same purpose.
- Confirmation of Commission:** the confirmation of the Work that Van Berlo issues to the Client.
- Contract:** any contract (express or tacit, oral or written) that is concluded between Van Berlo and the Client for the Work, including the associated documents.
- Parties:** the Client and Van Berlo.
- Van Berlo:** the private limited company Van Berlo B.V., registered in the business register of the Chamber of Commerce under number 17156545, with its registered office and principal place of business at Doornhoek 3715, 5465 TA Veghel, or one or more of its group companies.
- Floor:** the floor to be realised as part of the Work.
- Work:** the activities that the Client commissions Van Berlo to do, in accordance with the Work Description of Van Berlo.
- Working Day:** a calendar day, unless it falls on a day of rest or holiday recognised generally or locally at the place where the Work is to be performed, or as prescribed by the government or by or pursuant to the national collective labour agreement applicable to Van Berlo, a holiday or other non-individual day off.
- Work Description:** the description of the (scope and demarcation of the) activities set out in/with the Quotation or Confirmation of Commission and any changes to it agreed at a later date.
- 1.2 The aforementioned terms are used hereinafter in both the singular and the plural.

Article 2 - Applicability

- 2.1 Unless expressly agreed otherwise in writing, these General Terms and Conditions shall apply to all (requests for) Quotations, offers, commissions, purchase orders, Contracts and Confirmations of Commission for activities to be performed by Van Berlo as commissioned by the Client.
- 2.2 Other general terms and conditions, including the general purchase conditions or general purchasing and subcontracting conditions of the Client shall not apply to the Contract.
- 2.3 Van Berlo shall perform the Work based on the documents mentioned in the Quotation or, where applicable, the Confirmation of Commission. Unless expressly agreed otherwise, an arrangement on the basis of which the (main) contract between the Client and its client applies 'back to back' to Van Berlo shall not apply.
- 2.3 Deviations from these General Terms and Conditions shall only apply insofar as Van Berlo has expressly accepted them in writing. The said deviations shall only apply to the relevant Contract or Contracts and not to future Contracts.
- 2.4 Once these General Terms and Conditions have been declared applicable to a Contract between Van Berlo and a Client, they shall also apply to subsequent Contracts between Van Berlo and the said Client, even if no reference to these General Terms and Conditions is made therein or these General Terms and Conditions have not been provided.
- 2.5 If one or more provisions of the Contract or these General Terms and Conditions is or are null and void or is or are annulled, the remaining provisions shall remain fully applicable. In this situation, Van Berlo and the Client shall, in proper mutual consultation, replace the provision or provisions in question with a valid provision or provisions that reflects or reflect the intention of the Parties when entering into the Contract.
- 2.6 The conditions of the Contract and these General Terms and Conditions shall apply as irrevocable third-party clauses in favour of employees of Van Berlo and third parties that Van Berlo engages to perform the Work and also their employees or assistants.
- 2.7 The rights of Van Berlo under these General Terms and Conditions shall apply in addition to all other rights of Van Berlo under the Contract and by law.
- 2.8 For the sake of clarity, the Dutch translation of several terms used in these General Terms and Conditions is added. Legal terms shall be interpreted based on their meaning in Dutch pursuant to the laws of the Netherlands.

Article 3 - Quotation

- 3.1 Any Quotation or other offer that Van Berlo issues shall be entirely without obligation and revocable, unless expressly stated otherwise in the Quotation. If the Client accepts an offer, Van Berlo shall have the right to revoke the said offer within five (5) working days of the date on which it receives the acceptance and to do so at no cost to itself. Berlo shall be able to withdraw an irrevocable Quotation if the withdrawal reaches the Client before or at the same time as the acceptance.
- 3.2 If a Quotation is not accepted, Van Berlo shall have the right to charge the Client for all necessary costs it incurred in the preparation of its offer.
- 3.3 Unless agreed otherwise, the surfaces of gutters, sewer covers, manholes, columns and suchlike shall not be deducted from the square meter of surface or the Contract Sum when preparing the Quotation and determining or settling the Contract Sum.

Article 4 - Contract

- 4.1 Contracts shall be concluded further to the unchanged acceptance of the Quotation by the Client, further to (written) confirmation by Van Berlo of a commission from the Client or by the actual performance of a Work by Van Berlo. Where the actual performance of a Work by Van Berlo is concerned, the content of the Quotation shall determine the content of the Contract until Van Berlo has sent a Confirmation of Commission that determines the content of the Contract.
- 4.2 Any activities not specifically mentioned in the Quotation or the Contract shall not form part of the Contract.

Article 5 - Contract Sum

- 5.1 When preparing a Quotation, Van Berlo shall base its calculations on the costs and prices (such as labour costs, the price of materials and raw materials, including steel and concrete prices) applicable at the time the Quotation is issued. Van Berlo shall reserve the right to pass on to the Client any price changes resulting from price increases, legislative changes and other cost-increasing circumstances after the date of the Quotation.
- 5.2 The Client shall bear all costs incurred as the result of changes to the Work and arising from permits or additional requirements of the municipality and other governmental bodies or wishes of the Client.
- 5.3 The Contract Sum shall be based on a continuous construction process and on the assumptions, circumstances and documents known to Van Berlo when issuing the Quotation. The norms, standards and assumptions stated in the Quotation shall also apply. Should these starting points, documents, norms, etcetera change after a Quotation has been issued or the Contract has been concluded, Van Berlo shall be entitled to a settlement or additional payment, and the Contract Sum shall be adjusted accordingly.
- 5.4 Van Berlo shall not be bound by any obvious mistakes, gaps and omissions in a Quotation or offer, the Confirmation of Commission or other communications.
- 5.5 Should the Client temporarily halt the Work, or if it is halted for reasons attributable to the Client, the Client shall be required to pay the costs and losses that Van Berlo incurs as a result. The Client shall bear the cost of any damage caused to the Work while the Work is halted.
- 5.6 If, in deviation from the schedule agreed with the Client, the Work is halted for more than 14 days, Van Berlo shall be entitled to payment for all activities carried out that have not been invoiced yet and for materials delivered to the Client or Van Berlo that have not been used yet. Van Berlo shall also be entitled to terminate the Contract if necessary.
- 5.7 Differences between the condition of existing buildings, works and sites applicable while the Work is being performed, on the one hand, and the condition that Van Berlo could reasonably have expected, on the other hand, shall entitle Van Berlo to compensation of the resulting costs. Notwithstanding Article 7:754 of the Dutch Civil Code (*Burgelijk Wetboek*), Van Berlo shall warn the Client of any inaccuracies it has actually discovered in the commission, after which the Parties shall enter into discussions on the possible consequences for performance of the Contract.
- 5.8 If Van Berlo has quoted settlement prices (*verrekenprijzen*) or estimated quantities, any deviations from the aforementioned prices or estimated quantities shall be settled in line with the said prices.

Article 6 - Invoicing and payment, retention of title

- 6.1 The Contract Sum shall be paid in accordance with the agreed invoice schedule.
- 6.2 Should the Client invoke a suspensive or resolutive condition in the Contract or should the Work otherwise fail to proceed or the Client cancels it, Van Berlo shall be entitled to charge the Client for the activities already carried out, the costs incurred for activities not carried out yet and for the costs and losses resulting from the failure of the Work to proceed.
- 6.3 The Client shall pay the invoices that Van Berlo has issued within 30 Days of the dates of said invoices, without any discount, deduction or set-off. The Client shall not be entitled to suspend its payment obligations. If the Client wishes an invoicing statement (*facturatiestaat*) to be attached to an invoice, the invoicing statement must be returned, signed for approval, within three Working Days of submission, failing which the contents shall be assumed to have been approved.
- 6.4 If Van Berlo sends an invoice, the Client shall be deemed to have received and accepted the said invoice in good order if the Client does not inform Van Berlo in writing within seven Days of the invoice date that documents are missing that are necessary to assess the correctness of the invoice and/or has objected to the invoice, stating its reasons.
- 6.5 The records of Van Berlo shall be leading and binding for amounts and costs that Van Berlo is to charge, although evidence to the contrary shall be possible.
- 6.6 If payment is not made on time or in full, the Client shall be required to pay statutory commercial interest on the outstanding invoice amount, as referred to in Article 6:119a of the Dutch Civil Code.
- 6.7 The Client shall bear all costs involved in the judicial and extrajudicial collection of amounts that the Client has not paid. Amongst other costs, this shall include the cost of attachment, a winding-up petition, collection costs and also the costs of lawyers, bailiffs and other experts to be engaged by Van Berlo.
- 6.8 All items that Van Berlo has supplied under the Contract shall remain the property of Van Berlo until the Client has met all its payment obligations towards Van Berlo. The same shall also apply to items that the Client has already paid for if the Client has failed to pay for other items. The Client shall be required to treat items supplied under retention of title with due care and as the recognisable property of Van Berlo, keep them insured and not pledge, modify, transfer or surrender them to third parties. Where required, the Client shall grant Van Berlo immediate access to buildings or sites on demand, to enable Van Berlo to recover its property.
- 6.9 If third parties wish to recover the items subject to retention of title, the Client shall make the said parties aware of the retention of title and also notify Van Berlo if liquidity problems mean there is a risk that the Client will no longer be able to meet its obligations towards third parties (the Tax and Customs Administration, for example).

Article 7 - Contract variations

- 7.1 Contract variations shall be settled, in any case, in the event of changes in the Contract, changes in the scope or performance of the activities, changes to directions and instructions from the Client, deviations from the amounts of provisional sums, offsettable or estimated quantities and in the event that Van Berlo incurs losses or costs if the Client delays, suspends or reduces the scope of the Work.
- 7.2 Contract variations and other changes to the Work shall be settled in accordance with market-based wages and prices, as applicable at the time when the said variations and changes are implemented.
- 7.3 Where statutory regulations or governmental orders impose greater requirements on the Work than provided for in the Contract, changes to the Work that are necessary to meet the said requirements shall be settled as a contract variation.
- 7.4 The performance of contract variations shall entitle Van Berlo to a construction time extension if necessary and by mutual agreement between the Parties.
- 7.5 The absence of a written commission shall not affect the entitlement of Van Berlo to the reimbursement of costs and a time extension.

Article 8 - The obligations of the Client

- 8.1 Unless agreed otherwise, the Client shall be responsible for ensuring that Van Berlo is able to obtain the following free of charge and in a timely manner:
- The permits, documents, information, data and approvals required for the Work.
 - The site required for the purpose of the Work, on or in which the Work is to be performed, which meets the conditions for the construction site and any subsoil, hydrological, climatic and environmental conditions that Van Berlo specifies in the Quotation or Confirmation of Commission and is free of obstacles in, on and above the ground that could impede performance of the Work or cause damage.
 - Adequate access for construction traffic from and to the construction site and surrounding area for the purpose of transporting and deploying equipment, materials and personnel.
 - Sufficient opportunity for the storage of Building Materials and resources in the immediate vicinity of the work area of Van Berlo.
 - Connections for gas, water and electricity up to 50 metres from the work area of Berlo.
 - Adequate provisions for the disposal or packaging of or protection from any toxic or harmful materials found in the ground. If it is necessary for Van Berlo to put safety measures in place during the performance of the Work further to the discovery of objects or substances that could harm persons, property or the environment, the Client shall cover the costs involved as a contract variation.
 - A written statement of the presence and location of cables and pipes and other underground obstacles. The Client shall bear any resulting consequences, or consequences related to the actual location of cables and pipes, for the performance of the Work; this shall be covered as a contract variation.
 - Other data, materials, constructions and facilities necessary for performance of the Work.
 - Lifting equipment (day and night) for the purpose of vertical transport, which Van Berlo shall be able to use free of charge.
- 8.2 Where foundation work is concerned, the Client shall ensure that Van Berlo has at least the following information at its disposal in good time during the quotation phase:
- The geotechnical and price-influencing factors relevant to the activities.
Hydrological data.
 - Information about soil contamination.
 - Information about old building materials removed as part of the Work.
 - Data about the structural condition of adjacent buildings (baseline survey).
 - Information about the presence of unexploded ordnance and archaeological material.
- 8.3 The Client shall be responsible for the prescribed sequence of activities to be carried out, the prescribed pile systems or sheet piling and foundation techniques, including the influence that may be exerted on them by soil conditions or hydrological causes. The Client shall also be responsible for the condition and location of cables, pipes and structures or obstacles in the sub-base for the correctness, timeliness and completeness of the data, drawings, designs, calculations, instructions, constructions and working methods provided by it or on its behalf, and for orders and instructions given by it or on its behalf.
- 8.4 The Client shall remain responsible for the sub-base made available to Van Berlo, even if Van Berlo has started to carry out the activities based on the information received about the sub-base. If Van Berlo is of the opinion that the sub-base is not suitable for performance of the Work, it may suspend performance of the Work until the sub-base is suitable, without liability for any costs incurred by the Client. The Client shall reimburse Van Berlo for costs that it incurs as a result of the postponement or suspension as a contract variation.
- 8.5 The Client shall ensure that the height gauge (*peilmaat*) is clearly indicated in advance and possible to check afterwards. It shall also be responsible for the main dimensions and marking out (*hoofdmaatvoering*). Van Berlo may suspend performance of the Work in the absence of the height gauge and correct marking out.
- 8.6 The Client shall be responsible for ensuring that Van Berlo is able to perform the Work under the conditions that Van Berlo requires to this end. For example, in the context of the realisation of a Floor, in any event, the ability to work in an area where the floor surface to be finished will be completely protected from weather influences at all times. Van Berlo shall not be liable for any shortcomings in the Work that are a result of the failure of the Client to ensure that Van Berlo is able to perform the Work under the conditions that Van Berlo requires and does not issue any guarantee in this respect either.
- 8.7 Van Berlo shall be entitled to suspend its activities until the Client fulfils its obligations.
- 8.8 If it is not possible to start the Work, or if it is suspended due to circumstances at the expense and risk of the Client, Van Berlo shall be entitled to the reimbursement of costs, an extension of the term and compensation for any losses.

- 8.9 The Client shall guarantee that activities or supplies by itself or third parties (other than third parties that Van Berlo has contracted) shall be effected in such a way and in such a timely manner that the carrying out of the activities of Van Berlo is not delayed or otherwise hindered. The Client shall bear any stagnation costs incurred by Van Berlo or other costs, losses or damage caused by the Client or third parties or co-contractors that the Client has engaged.
- 8.10 The Client shall be obliged to promptly inform Van Berlo of any apparent errors and defects in constructions and working methods, Building Materials, materials or auxiliary materials that Van Berlo applies or uses that are known to the Client.
- 8.11 The Client shall be liable for damage to the Work resulting from activities carried out or supplies made by it or by third parties on its instructions.

Article 9 - Public and private permissions, permits and exceptions

- 9.1 The Client shall be responsible for promptly obtaining and retaining the irrevocable permissions required for (the realisation and use of) the Work (such as an environmental permit and other permits and exceptions). If the ultimate designated use of the Work imposes specific requirements on the Work as regards fabrication, air-conditioning, environmental standards, etcetera, the Client shall inform Van Berlo thereof before the Quotation is issued. If Van Berlo is notified of the aforementioned after the Quotation is issued, this may result in price and schedule adjustments.
- 9.2 The Client shall be responsible for arranging the services of a quality assurance officer (*kwaliiteitsborger*) if required. If required, the Client shall also promptly arrange the construction notification (*bouwmelding*) and notice of completion for the technical construction activity under the Quality Assurance (Building Sector) Act (*Wet Kwaliteitsborging voor het bouwen*).
- 9.3 If a file is to be provided to the competent authority (*dossier bevoegd gezag*) before the Work may be put into use, the Client shall be responsible for creating, maintaining and promptly providing this file with the correct contents.

Article 10 - Work performance period

- 10.1 Van Berlo shall determine an approximate Work performance period. Dates agreed for the activities that Van Berlo is to perform shall not be deadlines, unless agreed otherwise.
- 10.2 Van Berlo shall be entitled to extend the period within which the Work is to be completed in the event of contract variations, force majeure, unworkable weather conditions or circumstances for the account of the Client that necessitate an extension of the period. Any resulting costs for Van Berlo shall be contract variation costs.
- 10.3 To ensure that the schedule agreed between the parties is met, the Client shall provide the correct data, starting points, calculations, etcetera to Van Berlo promptly and in full and shall promptly approve all drawings, calculations and documents that it is to check. Should the Client fail to do the aforementioned, the consequences shall be at the expense and risk of the Client.
- 10.4 If the Work performance period is expressed in a number of workable Working Days or working weeks, Working Days or half-working days respectively shall be deemed unworkable if it is not possible to work (safely) for a minimum of five hours or two hours respectively due to circumstances not attributable to Van Berlo. If completion of the Work is to take place on a day that is not a Working Day, the next Working Day shall be the agreed completion day.
- 10.5 If commencement of the Work, or its progress, is delayed by factors for which the Client is responsible, the Client shall reimburse Van Berlo for the ensuing damage, losses and costs.

Article 11 - Subcontracting or co-contracting

- 11.1 Van Berlo may subcontract certain parts of the Work.
- 11.2 If the engagement of a particular subcontractor or supplier is prescribed by or on behalf of the Client, Van Berlo shall not be responsible for the performance of the said subcontractor or supplier.
- 11.3 Van Berlo shall not be liable for the activities of third parties (co-contractors, *nevenaannemers*) that the Client engages (whether or not on the advice of Van Berlo).

Article 12 - Force majeure

- 12.1 In addition to the provisions of Article 6:75 of the Dutch Civil Code, force majeure for Van Berlo shall include all circumstances beyond the control of Van Berlo as a result of which it is temporarily or permanently unable to fulfil its obligations. The following, amongst other things, shall qualify as force majeure: fire, unworkable weather conditions, abnormally high or low water levels, strikes, war (at home or abroad) or terrorist threats, pandemics or epidemics, government measures, default of suppliers, transport problems, natural disasters, disruptions in the business of Van Berlo or suppliers, disruptions in the supply of water and energy, material or raw material shortages, theft from warehouses or workshops of Van Berlo and the breakdown or failure of work equipment.

Article 13 - Liability and insurance

- 13.1 The overall liability of Van Berlo for claims for compensation and indemnification obligations, regardless of the legal basis, shall be limited to damage or losses resulting from acts or omissions attributable to Van Berlo, up to a maximum of the amount paid out under the liability insurance policy of Van Berlo. A total maximum of the lesser amount of €500,000, or 50% of the Contract Sum (excl. VAT), shall apply for non-insured damage and losses.
- 13.2 Liability for indirect loss, such as the loss of turnover, cover and profit, losses due to delays, business interruption loss, loss of goodwill, loss of data, the costs of purchasing elsewhere, environmental damage, third-party claims, fines, etcetera, is excluded. The Client shall indemnify Van Berlo for any loss and liability exceeding that mentioned in Articles 13.1 and 13.2 of these General Terms and Conditions.
- 13.3 Van Berlo shall only be responsible for the design work it has performed as part of the Work. For the rest, design responsibility and liability shall be vested in the Client and Van Berlo shall not assume any design responsibility.
- 13.4 Van Berlo shall not be liable for (the consequences of):
- a. normal ageing or wear and tear resulting from the actual use of the Work.
 - b. defects due to improper or careless use of the Work or use other than that envisaged by the Parties in the Contract, including overloading or premature loading.
 - c. mechanical damage to the Work (due to an external cause).
 - d. changed conditions in the area around the Work that were not taken into consideration when engineering the Work.
 - e. defects in the construction of the building or performance of the construction of the building in which the Work is realised.
 - f. defects as a result of activities carried out by the Client or third parties.
 - g. an unsuitable/unstable Work sub-base.
 - h. a rise or fall in the groundwater level at the Work site.
 - i. the misalignment of piles, walls and sheet piling, if such misalignment is a result of circumstances for which the Client is responsible, or a deviation from the pile plan.
 - j. damage caused to underground cables, tubes or pipes, culverts, sewers, etcetera, if this is a result of incorrect data provision by the Client.
 - k. damage resulting from errors in design, if such design is not part of the Work.
- 13.5 The Client may no longer invoke a defect in the Work if it has not informed Van Berlo thereof within 14 Days of the date on which it discovered or should reasonably have discovered the defect.
- 13.6 The liability of Van Berlo for hidden defects shall expire simultaneously with the end of the warranty period. The applicability of the first sentence of Article 7:758(4) of the Civil Code is excluded.
- 13.7 Liability for goods supplied and used and originating from third parties shall be limited to the manufacturer's warranty provided by the third party in question.
- 13.8 Van Berlo shall at all times be given the opportunity to remedy defects itself.
Any liability and warranty provided shall lapse if third parties (not engaged by Van Berlo) have carried out activities on the Work.
- 13.9 All limitations of liability in the Contract and these General Terms and Conditions shall apply as a third-party clause in favour of employees of Van Berlo and third parties that Van Berlo engages to perform the Contract and also their employees or assistants.
- 13.10 Van Berlo shall be included in the construction all-risks insurance (CAR insurance) taken out by the Client or its client, with an excess not exceeding €7,500 per loss-causing event. CAR insurance shall be primary; in other words, it shall take precedence over other insurance policies and cover the following at the very least:
- Damage or loss arising from the loss of or material damage to (part of) the Work and all additional works, modifications, all materials and building materials, structures, components and temporary works, auxiliary works, auxiliary materials intended for the Work and all other objects to be used for the Work.
 - Liability for damage or loss arising from or in connection with performance of the Work on the construction site or in its immediate vicinity, including damage or loss caused by work equipment that is subject to the Civil Liability Insurance (Motor Vehicles) Act (*Wet aansprakelijkheidsverzekering motorrijtuigen (WAM)*).
 - Material damage or loss of property belonging to the Client, as a result of the Work.
- 13.11 The Client shall be obliged to provide Van Berlo with a copy of the CAR policy before entering into the Contract and prior to carrying out the Works.

Article 14 - Termination of Contract

- 14.1 In addition to its statutory and contractual rights, Van Berlo shall be entitled, in the following cases, to suspend its activities and to invoke a right of retention or terminate all or part of the Contract in writing without being obliged to pay compensation, which it shall be able to without notice of default:
- a. In the event of (the submission of a winding-up petition or) a liquidation order, a suspension of payments, the offer of a private settlement to creditors, WHOA proceedings, the dissolution or liquidation of the business of the Client.
 - b. If the Client transfers all or part of its business or control thereof or ceases all or part of its business operations.
 - c. If performance of the Work is rendered impossible because the object on or to which the Work is to be performed is destroyed or lost without it being possible to attribute this to Van Berlo.
 - d. If Van Berlo or the Client is unable to fulfil its obligations towards the other party due to force majeure and the force majeure situation in question persists for at least 30 days.
- 14.2 In the event of the early termination of the Contract, all claims that Van Berlo has shall be immediately due and payable and the Client shall pay Van Berlo according to the status of the Work as set out in the agreed invoicing schedule, plus the costs and losses that Van Berlo is forced to incur or suffer as a result of the termination.

Article 15 - Inspections, tests and completion

- 15.1 Completion shall take place automatically per part of the activities carried out by Van Berlo, at the time when the part in question is technically ready. The putting into use of the (part of the) Work, which shall include a situation where the Client makes the Work available to third parties with a view to further performance or takes charge of further performance itself, shall be considered equivalent to completion. The Client shall then accept the Work in the condition applicable at the time when it is put into use.
- 15.2 The Work shall be rejected in writing, stating reasons. Minor defects that do not prevent the putting into use of the Work (snagging list items) shall not constitute valid grounds for rejection.
- 15.3 If it has been agreed in writing that the Client is to carry out inspections or other tests and Van Berlo objects to the outcome of the said inspections or tests and the parties continue to disagree, an expert shall be appointed in joint consultation. If the parties are unable to agree on the expert to be appointed, they shall each appoint an expert who shall then jointly carry out the inspections or tests.
- 15.4 Full or partial putting into use of the Work by the Client or end user, or the performance by them or third parties of activities on the Work prior to completion shall not be permitted. If all or part of the Work is actually taken into use, or activities are carried out on it by third parties (not engaged by Van Berlo), the Work, or the relevant part thereof, shall be deemed to have been completed and the Client shall accept the condition of the Work as applicable at the time it is taken into use. The same shall apply if Van Berlo has agreed to the carrying out of activities by the Client or third parties engaged by it.

Article 16 - Warranty, defects and time limit for lodging a complaint

- 16.1 Van Berlo shall (only) provide a warranty for the Work described in the warranty statement that Van Berlo issues to the Client.
- 16.2 To make a claim under warranty, the Client shall notify Van Berlo of a defect in writing or by e-mail within fourteen days of its discovery. The Client may only invoke a warranty that Van Berlo has provided if it has fulfilled all its obligations towards Van Berlo.
- 16.3 No warranty shall apply if defects are a result of:
- a. the use of constructions, designs, working methods or materials provided by or on the instructions of the Client or its advisers.
 - b. failure to comply with the implementation conditions of Van Berlo as regards, inter alia, the wind and watertightness of the workplace and sub-base as stated in the Quotation or Confirmation of Commission.
 - c. weather influences during the pouring and curing of the concrete, such as rain, wind, bright sun, frost and temperature changes.
 - d. activities or parts supplied that were not carried out by or purchased respectively as instructed by Van Berlo.
 - e. unexpected subsidence of the sub-base;
 - f. the cracking of monolithic-finished concrete floors laid on precast concrete subfloors.
 - g. (system) cracking in compression layers on a sub-base applied by third parties.
 - h. normal wear and tear, the chipping and crumbling of the concrete, incompetent or incorrect use, non-compliance or inadequate compliance with the maintenance advice of Van Berlo, as enclosed with the warranty statement, or modifications or repairs by third parties.

- 16.4 Any defects that arise if the Floor is taken into use prematurely (less than 28 days after the last pour) and cracking due to shrinkage, crazing and faulty construction detailing shall also be excluded from the warranty.
- 16.5 During repair work, differences in colour, structure etcetera may arise in connection with a new supply of raw materials or materials. Van Berlo shall not be responsible for this.
- 16.6 The warranty obligation of Van Berlo shall be limited to the repair of the defect. The Client shall not be entitled to compensation for (consequential) damage or loss related to defects covered by the warranty.
- 16.7 If Van Berlo is to repair defects, the Client shall, at its expense and risk, provide and ensure that Van Berlo has access to the original facilities made available to it, such as the use of water, electricity, scaffold(s), lifts, cranes or means of transport and storage facilities, as well as the original accessibility and safety.

Article 17 - (Intellectual) property rights

- 17.1 All Quotations, offers, designs, drawings, calculations, images, documentation, samples, technical data and/or descriptions and all other information that Van Berlo provides to the Client under the Contract shall remain the property of Van Berlo and shall be provided subject to applicable intellectual property rights.
- 17.2 All intellectual property rights that are vested in Van Berlo when entering into the Contract, inter alia in respect of the (draft) documents it prepared for the purpose of the Work and existing materials, which documents and materials Van Berlo makes available to the Client for the purpose of the performance of the Contract/realisation of the Work, shall remain the property of Van Berlo.
- 17.3 Insofar as (further) intellectual property rights arise within the scope of the performance of the Contract/realisation of the Work, inter alia due to any development by Van Berlo of (draft) documents, such intellectual property rights shall be vested in Van Berlo.

Article 18 - Data and privacy; use of visual material

- 18.1 The Client shall guarantee that all legal regulations in respect of the processing of personal data have been complied with and that all prescribed formalities have been observed and the required consent given by its employees. The Client shall provide Van Berlo with detailed information in this regard upon request.
- 18.2 The Client shall indemnify Van Berlo against claims by persons whose personal data have been registered or processed in the context of a registration of personal data for which the Client is responsible and against claims by third parties and authorities for compensation, damages, fines or otherwise.
- 18.3 Van Berlo shall use the personal data it receives from the Client to process the request of the Client for information or Quotations. Van Berlo shall also use this personal data for any contact it initiates with the Client in response to a Quotation, for the conclusion of the Contract and for the activities that Van Berlo is to carry out. Van Berlo shall handle the data of the Client with care. For more information about how Van Berlo will handle the personal data of the Client, see the Privacy Statement on the Van Berlo website (<https://www.vanberlo.com/privacy/>).
- 18.4 The Client shall agree in advance that Van Berlo is permitted to share visual material of the Work on its social media channels.

Article 19 - Transfer and pledge prohibition

- 19.1 The Client shall not be able to transfer any rights and obligations under a Contract to third parties without the written consent of the Contractor (as referred to in Article 3:83(2) of the Dutch Civil Code).

Article 20 - Applicable law, competent court and dispute resolution

- 20.1 Dutch law shall govern all Contracts and obligations arising from the said Contracts. The applicability of the Vienna Sales Convention 1980 (CISG) is excluded.
- 20.2 All disputes arising from a Contract between the Client and Van Berlo shall be settled by the competent court in Oost-Brabant. Van Berlo shall also have the right to submit a dispute to the Arbitration Board for the Building Industry (*Raad van Arbitrage in bouwgeschillen*).