

# GENERAL PURCHASE CONDITIONS of KREBER

Version October 2020



## Article 1 - General

1.1 In these General Purchase Conditions (hereinafter: these Purchase Conditions), the following terms have the meanings given:

- Supply:** the transfer of ownership of, or the surrender of control over, Goods to Kreber, including the assembly and/or installation thereof and ancillary documents such as drawings, inspection and quality certificates and/or guarantee certificates and/or manuals and instruction guides;
- Services:** all forms of current and future services provided by or on behalf of the Contractor for the benefit of Kreber, including the contracting of work;
- Kreber:** the private company Machinefabriek Kreber B.V., or an enterprise affiliated with it;
- Contractor:** the party with whom Kreber enters into a Contract for the purchase of Goods and/or Services;
- Materials:** the raw materials and components which are processed in respect of the Goods and/or the Supply;
- Subcontractor:** any (legal) person engaged by the Contractor in the execution of the Contract;
- Contract:** the (written) agreement (with Appendices) for the provision of Goods and/or Services and/or other performances to Kreber by the Contractor;
- Personnel:** all persons employed and engaged by the Contractor in the execution of the Contract;
- Employees:** all persons employed by the Contractor or a Subcontractor or engaged by or via a third party within the framework or in connection with the execution of the Contract, not being Personnel;
- Goods:** all movable goods supplied to Kreber under the Contract, including corresponding documents and certificates as well as relevant advice relating to, and the assembly of, those goods;

1.2 These Purchase Conditions apply to all requests, purchase orders for and Contracts entered into with Kreber in relation to the supply of Goods, Services and/or the performance of (other) activities by the Contractor.

1.3 The Client may only appeal to his own (delivery) conditions or deviate from these Purchase Conditions subject to explicit permission from Kreber.

1.4 Kreber retains the right to unilaterally amend these Purchase Conditions from time to time.

1.5 In these Purchase Conditions, the terms "written" and "in writing" are considered to include by e-mail, with the proviso that the address specified by Kreber is used.

1.6 In the event of a contradiction between any provision of these Purchase Conditions and those of the Contract, the provisions of the Contract prevail. In the event of a contradiction between the Dutch text of these Purchase Conditions and any translation thereof made available to the Contractor, the Dutch text prevails.

## Article 2 - Binding force

2.1 All proposals and offers from the Contractor are irrevocable, unconditional and considered to have a validity period of at least sixty (60) days. Unless agreed otherwise in the Contract, the Contractor is not entitled to payment for expenses incurred by him within the framework of preparing his proposals or offers.

2.2 Each proposal from Kreber to enter into a Contract is made without obligations and may be revoked by Kreber, even after it is accepted by the Contractor, with the proviso that the revocation is then effected immediately upon acceptance and no Contract was entered into in the manner stipulated in Article 2.3 of these Purchase Conditions.

2.3 Contracts are formed exclusively subject to written acceptance by Kreber. Such acceptance is considered to accurately represent the contents of the Contract. Kreber is entitled to partially accept proposals or offers from the Contractor.

## Article 3 - Information and documentation

3.1 The Contractor is obliged to provide Kreber with all required information relevant to the Contract and its execution free of charge. All information provided by the Contractor, including drawings, models and technical calculations becomes the property of Kreber, who may freely dispose of such information without obligation to pay (royalties) to the Contractor or any third party. Kreber is entitled to reproduce, adjust and exploit such information as it deems fit.

3.2 The Contractor guarantees that he fully understands and has full knowledge of the nature and scope of all Goods, Services and (other) activities provided and/or performed within the framework of the execution of the Contract and as relevant to the conditions applicable to the Contract. The Contractor guarantees that all information and advice he provides is correct and complete, and that he will comply with all relevant conditions, statutory and other regulations and recommendations issued by national and international authorities and other authorised (government) institutions.

3.3 The Contractor is at his own risk and expense obliged to obtain all required permits and/or licences and to obtain all new permits and/or licences required in the future in a timely manner and to fully comply with all conditions contained therein.

3.4 The Contractor is at all times required to meticulously verify that all information provided by and/or on behalf of Kreber is correct and complete, and to immediately inform Kreber about possible errors, omissions and/or any other flaws it contains. The Contractor furthermore vouches for the correctness and completeness of information and advice he provides to Kreber, regardless of whether that information or that advice is provided within the framework of the formation or execution of the Contract or within any other framework.

## Article 4 - Compliance with the Contract

4.1 The Contract must be executed at the agreed location(s) and times, in the absence of which agreement such location(s) and times are stipulated by Kreber. All terms agreed or stipulated by Kreber are considered to be final. The Contractor will be in default towards Kreber without prior notice being required.

4.2 The Goods are supplied Delivery Duty Paid (Incoterms 2020) at the place of Supply referred to in the Contract or, if no such place is stipulated, a location designated by Kreber.

4.3 Should the Contractor at any moment foresee noncompliance on his own part, he is obliged to immediately inform Kreber accordingly, stating the reasons for that expected noncompliance. Apart from possible resulting consequences, the parties shall in that case consult each other for the purpose of finding a solution satisfactory to Kreber.

4.4 Should Kreber wish to delay the Supply date, the Contractor is obliged to adequately and recognisably package, insure and store the goods in question for Kreber. The reasonable costs involved in this are for the account of Kreber.

4.5 All deliverable goods must be supplied at the agreed time, simultaneously and as a single, properly functioning entity. Supply in partial deliveries or in phases is not permitted. Supply prior to the agreed date is only permitted subject to prior written approval from Kreber.

4.6 The Contractor is prohibited from engaging Employees or Subcontractors without prior permission from Kreber.

4.7 In executing the Contract, the Contractor guarantees Kreber that only safe, certified and properly functioning equipment is used in compliance with all relevant statutory (safety) requirements, and also guarantees Kreber that any Employee or Subcontractor engaged by him does the same.

## Article 5 - Inspections

5.1 Notwithstanding the legal and/or contractual obligations of the Contractor, Kreber is at all times entitled to inspect and/or test or arrange for the inspection and/or testing of the supplied Goods and/or Services - if necessary at the location of the Contractor and/or the Subcontractors engaged by him, regardless of

the status of those Goods and/or Services. The Contractor shall render full cooperation in such inspections and tests, which Kreber may conduct or have conducted without charge, and shall also see to it that his Subcontractors do the same.

5.2 The Contractor is at his own expense obliged to immediately resolve all flaws emerging from an inspection conducted by Kreber in relation to Goods and/or Services. This obligation does not affect the other rights of Kreber.

5.3 If Kreber, as a result of an inspection, has reasonable doubts as to the ability of the Contractor to comply with his obligations in a timely and/or proper manner, the Contractor is obliged, even if he states that he is prepared to as yet comply with those obligations, to immediately provide adequate security in such form as required by Kreber and, if necessary, to increase the amount of that security to cover all possible damage incurred by Kreber.

5.4 The Contractor is also required to provide all information and assistance reasonably required from him.

## Article 6 - Alterations

6.1 Without written permission or a written request from Kreber, the Contractor is prohibited from introducing any alteration or addition that affects or might affect the scope and/or execution of the Contract and/or any other condition agreed on between the Parties. If the Contractor nevertheless does introduce such an alteration or addition, he fully does so at his own risk and expense.

6.2 Kreber is entitled to demand from the Contractor that any alteration to the scope and/or manner of execution of the Contract be implemented.

6.3 If the Contractor believes that the alterations referred to in Article 6.2 of these Purchase Conditions have consequences for the agreed price or the agreed delivery date or time or any other aspect of the Contract, he is obliged to immediately, and at any rate within eight (8) days of the date of notice of the desired alteration, inform Kreber of this in writing. If Kreber believes that the consequences as indicated by the Contractor are unreasonable or unacceptable in view of the nature and scope of the proposed alteration(s), Kreber has the right to demand from the Contractor that the alteration(s) in question be implemented, in which the Contractor is obliged to implement that/those alteration(s) despite the fact that no agreement exists between Kreber and the Contractor on price adjustment, the agreed delivery date or time or any other aspect of the Contract. All relevant disputes between Kreber and the Contractor are subject to the provisions of Article 16.2 of these Purchase Conditions.

## Article 7 - Guarantee

7.1 The Contractor guarantees:

- (i) that the supplied Goods and Services fully comply with the Contract, the mutually agreed specifications and the intended purpose, and that they fully comply with all applicable statutory and other regulations, including but not restricted to those relating to quality, the environment, health and (product) safety, and that the supplied Goods are free of design flaws, production flaws and/or material defects and third party rights, are in perfect condition, undamaged, new and unused, and manufactured with the use of recently manufactured, high-quality materials and/or high-quality materials manufactured especially for the execution of the Contract; and
- (ii) that the Services are provided by professional Personnel with due regard for the latest insights and methods, and that those persons possess all of the expertise, diplomas and certificates necessary to properly comply with the obligations ensuing from the Contract;
- (iii) that the Services are provided by professional Personnel with due regard for the latest insights and methods, and that those persons possess all of the expertise, diplomas and certificates necessary to properly comply with the obligations ensuing from the Contract;

7.2 This guarantee is effected for a period of two (2) years after Supply or the completion of Services, within which period the Contractor is obliged to properly resolve or replace all defects in or to the Goods and/or Services as soon as possible without additional costs. The aforesaid guarantee period is again applied for each repaired or replaced component. All relating costs continue to be for the account of the Contractor.

7.3 If the nature of the defect or flaw is such that Kreber cannot reasonably be expected to permit the Contractor to resolve it, including but not restricted to cases of urgency or cases in which, following consultations with the Contractor, the Contractor cannot in the opinion of Kreber reasonably be expected to comply with his guarantee obligations in a timely manner, Kreber has the right to execute the repair or the replacement or have the repair or replacement executed by a third party at the expense of the Contractor.

7.4 The Contractor indemnifies Kreber against all third-party debts and claims relating to a defect or flaw in or relating to the work.

7.5 This Article 7 does not affect any other rights of Kreber under the Contract and/or the law.

## Article 8 - Secrecy

8.1 The Contractor is obliged to maintain absolute secrecy towards any third party in respect of all information and further company details and knowledge made available by or on behalf of Kreber in relation to the Contract and the work performed, which includes drawings, calculations, specifications, photographs and other documents (hereinafter: Confidential Information). The Contractor may use Confidential Information exclusively within the framework of execution of the Contract and shall refrain from disclosing or making Confidential Information available to third parties other than for the purpose of achieving the objective for which that information is intended, subject to prior written permission from Kreber.

8.2 The Contractor is also obliged to impose the obligation referred to in Article 8.1 of these Purchase Conditions on his Personnel, Employees and Subcontractors and their personnel. Any breach of this secrecy obligation on the part of the persons referred to in the preceding sentence is also considered to be a breach of the Contractor. If so requested, the Contractor is obliged to reveal the names and positions of the Personnel, Employees and/or Subcontractors and/or their personnel in question to Kreber.

8.3 If so requested by Kreber, the Contractor is obliged, such to be decided by Kreber, to either discontinue the use of Confidential Information and/or to return all Confidential Information, including all copies thereof, to Kreber within five (5) days, or destroy such information.

8.4 The Contractor is in default without further notice being required if he fails to comply with his obligations under this Article 8, in which the Contractor incurs an immediately due and payable penalty in the amount of € 100,000.- (one hundred thousand euros) for each act of noncompliance, as well as € 2,500.- (two thousand five hundred euros) for each day that the act of noncompliance continues, notwithstanding the right of Kreber to demand specific performance and/or compensation in addition to the penalty/penalties already owed.

## Article 9 - Intellectual property rights

9.1 All (construction) drawings, models, equipment, technical illustrations and specifications and all other documents and items made available to the Contractor by Kreber, remain the property of Kreber and must at the first request of Kreber be returned to Kreber by the Contractor. The Contractor is obliged to save these documents/data separately and to mark them as the property of Kreber. All intellectual property rights on or relating to the aforesaid drawings, models, equipment, technical specifications and/or all other documents and items made available to the Contractor by Kreber, remain, in so far as such rights exist, vested in Kreber.

9.2 All intellectual property rights, including but not restricted to patent rights, registered and unregistered model rights and copyrights as well as all know-how obtained in relation to the execution of the Contract, including the Services and all (other) drawings, models, equipment, technical specifications and other documents developed, designed or made available in respect of the Goods and/or Services, are vested in Kreber. In so far as such rights are not vested in Kreber from the outset, the Contractor is at the first request of Kreber obliged to have those rights, including all applications for the granting of intellectual property rights, registered in the name of Kreber or have those rights transferred to Kreber. Unless agreed otherwise, all costs of applying for the granting or transfer of intellectual property rights are at the expense of Kreber.

## Article 10 - Transfer of ownership and risk

10.1 Notwithstanding the paragraphs of this Article below, the ownership of Goods is transferred to Kreber as of the moment of Supply or assembly and/or installation.

- 10.2 Kreber is entitled to demand from the Contractor that the ownership of all Goods supplied be transferred at an earlier date, in which case the Contractor is obliged to transfer the ownership of the Goods in question and mark them as the separate and recognisable property of Kreber and to indemnify Kreber against loss, damage and the exercise of rights by third parties.
- 10.3 Should any future Goods be involved as at the moment of transfer of ownership, the Supply of those goods or the materials from which the Goods are formed will take place beforehand. The ownership of such goods or materials is transferred to Kreber as of the moment when the Contractor has those goods or materials at his disposal. The ownership of Goods formed from such goods or materials is vested in Kreber.
- 10.4 Notwithstanding the transfer of ownership under the provisions of Articles 10.1 up to and including 10.3, the risk of the supplied Goods or materials is only transferred to Kreber after it has approved of them. In the event of refusal or the return of Goods, the risk and ownership are considered to have never been transferred to Kreber.
- 10.5 The auxiliary materials made available by Kreber or provided by the Contractor for the benefit of the Supply, remain or become the property of Kreber.
- 10.6 The Contractor waives all rights and authorisations vested in him by virtue of the right of retention and/or the right of recovery.
- Article 11 - Prices and payment**
- 11.1 All prices are fixed and firm and, unless stipulated otherwise, expressed in euros and excluding turnover tax. All costs relating to compliance with the obligations of the Contractor with regard to the Contract, such as but not restricted to packaging costs, certifications, inspections, overhead costs and transport costs, are considered to be included in the price.
- 11.2 Payment for the previously received and approved Supply is made in legal tender within thirty (30) days of the invoice date, save for flaws in those Goods and/or Services which were already known or were discovered at a later date.
- 11.3 If Kreber fails to comply with its obligations towards the Contractor, it will only be in default if it has received written notice of default and thirty (30) days have subsequently passed without Kreber having remedied the default in question, notwithstanding possible provisions to the contrary in these Purchase Conditions. If Kreber (in conformity with the foregoing) is in default of payment to the Contractor for amounts owed over the period in which it is in default, Kreber is obliged to pay the interest rate as applied by the European Central Bank for basic refinancing transactions (Euribor twelve-monthly rate) at the time when the default occurred.
- 11.4 If prepayment has been agreed, Kreber at all times has the right to demand that the Contractor provide Kreber with adequate security for the prepayment, for example in the form of a bank guarantee issued by a reputable Dutch bank to the satisfaction of Kreber.
- 11.5 Kreber is at all times entitled to offset claims from the Contractor against Kreber with claims from Kreber or companies affiliated with Kreber against the Contractor and/or enterprises affiliated with the Contractor. The Contractor waives the right to invoke suspension of any of his obligations towards Kreber under the Contract as well as the right to offset any claim he has against Kreber with any debt he, for whatever reason, owes Kreber.
- 11.6 If Kreber incurs (extra)judicial costs as a result of noncompliance on the part of the Contractor with his obligations under the Contract, those costs are entirely at the expense of the Contractor.
- Article 12 – Liability and dissolution**
- 12.1 Except in case of intent or wilful recklessness, Kreber is not liable towards the Contractor, his Subcontractors, the Employees and/or other third parties engaged by the Contractor for damage of whatever nature relating to the execution of the Contract. Intent or wilful recklessness as referred to in the previous sentence is considered to be intent or wilful recklessness on the part of Kreber, the various bodies of Kreber and/or the managers of Kreber.
- 12.2 If the Contractor fails to comply with any of his obligations under the Contract, he will be in default without prior notice being required. The Contractor is liable towards Kreber for all damage incurred by Kreber as a result of noncompliance with obligations under the Contract on the part of the Contractor and Contractor indemnifies Kreber against all claims from third parties, financial obligations, costs, expenses, damage and losses incurred by Kreber or charged to Kreber as a result of or relating to noncompliance by the Contractor with his obligations under the Contract or the actions or omissions on the part of the Contractor, his Personnel, Employees and/or his Subcontractors and their personnel.
- 12.3 Notwithstanding the foregoing, the Contractor is obliged to take out an insurance adequately insuring him against liability risks as ensuing from the Contract entered into with Kreber for a minimum of EUR 5,000,000 (five million Euros) for each incident, in which Kreber is included in the insurance policy as co-insured and in which the right to recourse from Kreber possibly exercised by insurers, is excluded. If so requested by Kreber, the insurance policy must be presented to DVS for inspection and approval beforehand.
- 12.4 Kreber is entitled to suspend its obligations under the Contract and/or to immediately terminate the Contract in question without prior notice of default being required, without being under any obligation to pay compensation and notwithstanding the rights of Kreber under the Contract and the law, if:
- the Contractor at any time fails to comply with any provision contained in the Contract.
  - the Contractor at any time refuses or fails to comply with reasonable and lawful instructions issued by Kreber;
  - the Contractor is at any time put into liquidation, granted suspension of payments, reaches settlement(s) with or for the benefit of his creditors, his business is (involuntarily) liquidated, winds up or discontinues his business, suspends his payments or transfers his business and/or a substantial share of his rights; or
  - the client of Kreber (the Principal) alters or terminates its primary obligation towards Kreber, in which case the rights of the Contractor regarding the ordered goods do not extend beyond the claims which Kreber may enforce towards its Principal.
- Article 13 - Execution of the Contract - General**
- 13.1 The Contractor bears responsibility for the safety and working conditions in which the work is performed and is obliged to comply with all applicable conditions, statutory and other regulations and recommendations issued by national and international authorities.
- 13.2 If the Contract is also executed on the business premises of Kreber, the Contractor is obliged to comply with the company rules of Kreber as well as with all statutory provisions regarding health, safety and the environment.
- 13.3 The Contractor is obliged to inform his Personnel and the Employees and Subcontractors engaged by him for the execution of the work about the laws referred to in Article 13.1, rules and regulations, as well as the regulations as applicable on the premises of Kreber and guarantees Kreber that his Personnel, Employees and Subcontractors and their personnel will comply with each of those applicable laws, rules and regulations.
- 13.4 All facilities, tools and equipment used by the Contractor are used by him at his own risk and expense, even if made available by Kreber.
- Article 14 - Execution of the Contract - Special provisions**
- 14.1 Personnel and Employees**
- 14.1.1 If the Contractor engages Employees for the execution of the Contract or assigns them to Kreber for that purpose, the Contractor is obliged to make provisions for adequate personal (safety) equipment and clothing and to ensure compliance with the applicable safety instructions as referred to in Article 14.3 of these Purchase Conditions.
- 14.1.2 Both prior to and during the execution of the Contract, the Contractor is obliged to provide Kreber with all personal details of the Personnel and of all persons engaged in supervision on his behalf. During the execution of the Contract, the Personnel is required to carry on their person a valid identification document and a signed statement proving that the person in question is an employee. The Execution may only be performed by Personnel of eighteen years of age and older.
- 14.1.3 The Contractor guarantees that the Personnel possesses the expertise required to execute the Contract. The Contractor is obliged to indemnify Kreber against all third-party claims relating to damage caused by the Personnel and against all relating claims from the Personnel.
- 14.1.4 In the event of misconduct or unsuitability on the part of the Personnel, or if the Personnel refuses to comply with regulations or instructions relating to order, safety or the environment, such to be determined by Kreber, Kreber is entitled to deny the perpetrator(s) access to the premises/sites where the work is performed or to remove the perpetrator(s) from those premises/sites. The Contractor is in that case obliged to immediately provide replacement Personnel, without any obligation on the part of Kreber to reimburse the Contractor for ensuing costs. The Contractor is also obliged to provide replacement(s) in the event of sickness or leave of Personnel.
- 14.1.5 Kreber is under no obligation to pay hourly wages/remunerations for Personnel during the period in which they are unable to perform their tasks in executing the Contract on account of a strike or industrial action at Kreber or the Contractor or a third party where the Contract is executed. Kreber is furthermore under no obligation to reimburse the costs of machines, tools, auxiliary materials etc. made available by or on behalf of the Contractor if these cannot be used on account of the aforesaid circumstances.
- 14.1.6 At the first request of, and at such times and frequencies to be stipulated by, Kreber, the Contractor is obliged to provide (i) a written overview of all Employees, in so far as permitted containing their names, first names, addresses and places of residence, dates of birth and place of birth, (ii) a copy of a document as referred to in Article 1 of the Dutch Compulsory Identification Act for each of the Employees, as well as (iii) of all other details on the Employees required by Kreber. Changes to such details must also immediately be submitted to Kreber in writing. The Contractor is furthermore obliged to provide a copy of the work permit and the terms of employment for each of the Employees with a nationality other than that of a EU State. The Contractor is obliged to provide a secondment certificate within the meaning of EC resolution 1408/71 for each of the Employees from a EU State. For Employees who are not eligible for income tax in the Netherlands in respect of work performed by them for Kreber, the Contractor is at the first request of Kreber obliged to provide a "Certificate of exemption from income tax/social security premiums", issued by the Dutch Tax Authorities.
- 14.1.7 Whenever requested by, and each time at the first request of, Kreber, the Contractor is obliged to submit the wage statements of the Employees for inspection by Kreber and to issue a written statement listing the location(s) where those Employees have performed duties as well as the number of hours worked by those Employees at those locations.
- 14.1.8 The Contractor is familiar with the provisions of the Dutch Foreign Nationals (Insurance) Act (WAV), including the prohibition to allow foreign nationals to perform work without a work permit, and is obliged to fully comply with all obligations imposed on him under or relating to that Act. Moreover, the Contractor is obliged to point out the applicability of the WAV to each Subcontractor and/or third party engaged by him and to oblige those Subcontractors and/or third parties to stipulate similar provisions in the Contracts entered into between them and their (sub)contractors.
- 14.1.9 The obligations of the Contractor towards Personnel under paragraphs 14.1.1 up to and including 14.1.5 of this Article also apply in full in respect of Employees assigned to the execution of the Contract by the Contractor.
- 14.2 Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (WAZ), social insurance laws and income tax**
- 14.2.1 The Contractor guarantees Kreber timely compliance with all of his obligations in respect of the Employees as ensuing from the latest regulations and social security laws, such as (but not restricted to) the Dutch Old Age Pensions Act (AOW), Surviving Dependents Act (ANW), Exceptional Medical Expenses Act (AWBZ), General Child Benefits Act (AKW), Sickness Benefits Act (ZW), Unemployment Insurance Act (WW), Invalidity Insurance Act (WAO), Compulsory Health Insurance Act (ZFW) and the Dutch Wages and Salaries Tax Act.
- 14.2.2 Upon formation of the Contract, but prior to its execution, the Contractor is always at the first request of Kreber obliged to provide Kreber with valid proof of registration with the Dutch Employee Insurance Agency (UWV), a copy of the residence permit if required and a recent extract of registration with the Trade Register. The Contractor is furthermore obliged to provide all other relevant information deemed necessary by Kreber.
- 14.2.3 Whenever requested by, and each time at the first request of, Kreber, the Contractor is obliged to provide a recent payment history report from the Dutch Employee Insurance Agency (UWV) and from the Tax Authorities (relating to himself and/or his agents) which may not be older than three months, as referred to in the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act.
- 14.2.4 As a withholding agent, the Contractor is obliged to strictly comply with his statutory obligations. He is obliged at the first request of Kreber to make his personnel administration, his payroll records, his tax and payment records available as pertaining to the Tax Authorities and the Dutch Employment Agency. The Contractor is obliged to keep an administration in compliance with the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (WKA).
- 14.2.5 Notwithstanding the foregoing provisions, the Contractor is at the first request of Kreber obliged to open a G-account and enter into a G-account contract in compliance with the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (WKA), and to enter into a transfer contract with Kreber in compliance with the statutory requirements. Kreber has the right to transfer to the aforesaid G-account that part of the payment owed by him to the Contractor consisting of the amounts payable in premiums and income tax in relation to the execution of the Contract. This transfer constitutes discharge for Kreber for the amount of the payment in question. If and as long as the Contractor has not yet informed Kreber about the opening of the G-account, Kreber is entitled to withhold the amount of the payment in question.
- 14.2.6 If Kreber pays tax and/or premiums on account of being given notice of liability due to the fact that the tax and/or premiums in question were not paid by the Contractor or his agents, Kreber has the right to recover the full amount paid by Kreber from the Contractor. The claim is increased by the statutory commercial interest as of the date of payment by Kreber to the collecting authority/authorities plus judicial and extrajudicial costs of collection.
- 14.3 Order, safety and the environment**
- 14.3.1 If work relating to the execution of the Contract is performed on the premises of Kreber or a third party, the Contractor is obliged to familiarise himself with the applicable regulations on order and safety prior to commencement of the work. A copy of the safety regulations in question shall be sent to the Contractor on request of the Contractor.
- 14.3.2 If it has been agreed that the Contractor is to perform the/specific work on the premises or in the buildings of Kreber or a third party, the Contractor is obliged to indemnify Kreber against all claims which the Personnel of the Contractor or his Subcontractors or Employees may have on Kreber under Article 7:658, Paragraph 4, of the Dutch Civil Code.
- 14.3.3 The Contractor guarantees Kreber compliance with all environmental regulations as applicable at the moment when, and at the location where, the Contract is executed. The Contractor is obliged to reimburse Kreber for all damage and costs (including penalties and fines, whether or not imposed by a (semi) government or other supervisory body) ensuing from noncompliance with those applicable environmental regulations and to fully indemnify Kreber against all relevant claims from third parties.
- 14.3.4 Upon completion of the work performed in executing the Contract, the Contractor is obliged to remove all refuse, waste materials, unused materials and substances left behind on the premises/sites of Kreber or third parties by those performing the work, and he must do so by the prescribed or by suitable means.
- 14.4 Indemnification**
- 14.4.1 The Contractor fully indemnifies Kreber against all claims from third parties (including Personnel, Employees, Subcontractors and their personnel) for payment, including but not restricted to fiscal liability, civil claims, social insurance-related claims and claims for compensation (including penalties, whether or not imposed by a (semi) government or any other government-affiliated party) as well as all other third-party claims, all in so far as those claims pertain to the Contract and all other documents relating to or based on the Contract, and only if those claims are based on the law or any other legal ground.
- Article 15 - Pledge or transfer of debts – Non-transferability**
- 15.1 Unless granted relevant prior written permission from Kreber, the Contractor is not entitled to transfer and/or pledge or otherwise encumber his rights and obligations and/or his claims on Kreber under the Contract to a third party. This clause serves to exclude the transfer of rights of the Contractor and the pledging of rights of the Contractor under the Contract without prior written permission from Kreber (a clause within the meaning of Article 3:83, Paragraph 2, of the Dutch Civil Code), and therefore has effect under Dutch property law.
- 15.2 The prohibition on pledging stipulated in Article 15.1 also applies for all materials and means of production deployed by the Contractor in the execution of the Contract.
- Article 16 - Applicable law and disputes**
- 16.1 The Contract (including these Purchase Conditions) is subject exclusively to Dutch law. Applicability of the Vienna Sales Convention is explicitly excluded.
- 16.2 All disputes ensuing from or relating to the Contract (including these Purchase Conditions) shall be presented to the competent court in Rotterdam, unless mandatory provisions call for a different court.