

GENERAL TECHNICAL PURCHASE CONDITIONS

Article 1 Definitions

- 1.1 **Acceptance:** the approval by Essent, as evidenced by acceptance in writing of (partial) Activities or (partial) Deliveries.
- 1.2 **Activities:** all work performed, other than under a contract of employment, commissioned by or for the purpose of creating goods of a physical nature ("Goods") for Essent.
- 1.3 **Agreement:** any legal relationship on which these Purchase conditions, pursuant to Article 2 may apply.
- 1.4 **Delivery:** all of the services aimed at providing Essent with the possession of the Goods and/or performing the (relevant) Services at the agreed destination (s) within the agreed period.
- 1.5 **Essent:** the public limited company Essent N.V. and the legal entities belonging or affiliated to Essent N.V., within the meaning of Section 24b, Book 2 of the Dutch Civil Code, which enter into the Agreement.
- 1.6 **Purchase Conditions:** this document, called General Technical Purchase Conditions.
- 1.7 **Services:** all of the activities to be performed by Supplier and the performance thereof in accordance with the Agreement.
- 1.8 **Supplier:** the natural person or legal entity who makes an offer to Essent or with whom Essent concludes an Agreement.
- 1.9 **Working day:** calendar day, except for weekends, publicly recognized holidays within the meaning of article 3, paragraph 1, of the General Terms act ("*Algemene Termijnenwet*") and other days stipulated in the Agreement.

Article 2 Applicability

- 2.1 The Purchase Conditions apply to all current and future applications, offers and agreements, where Essent acts as requesting/purchasing party for the delivery of Goods and/or the provision of Services.
- 2.2 Supplier is responsible for and commits to apply these Purchase Conditions accordingly to external suppliers, subcontractors and third parties, engaged by Supplier. Supplier must inform these external suppliers, subcontractors and/or third parties accordingly, timely and thoroughly.
- 2.3 The (general) terms and conditions, which are used by Supplier, are explicitly rejected by Essent and shall bind Essent only if and in so far as she has agreed therewith expressly in writing.
- 2.4 Deviation from the Purchase Conditions is only possible if and insofar as Essent has expressly accepted the deviation in writing and further relates only to the relevant Agreement, unless otherwise agreed in writing.
- 2.5 If any provision of these Purchase Conditions shall be fully or partially in violation of any mandatory law, this shall not affect the validity of the remaining Purchase Conditions and these shall otherwise remain in force without prejudice. With regard to the null and void or nullified provisions, Essent will, in agreement with Supplier, in order to replace the relevant provisions, establish new provisions which, in terms of nature and scope, shall be as close as possible to the void or annulled provisions. If a provision of the Purchase Conditions or the Agreement is declared partially invalid or unbinding, this shall not affect the validity or binding effect of the remaining terms of the Purchase Conditions or the Agreement. Parties will replace the invalid or unrelated part by a provision which is valid and binding, and whose consequences, in accordance with the content and scope of the Agreement, correspond as much as possible to those of the invalid or non-binding part.
- 2.6 For the application of the Purchase Conditions, 'Supplier's personnel' should also be understood as third parties who, by or on behalf of Supplier, are involved in the performance of the Agreement.

- 2.7 "In writing" in these Purchase conditions is understood to mean: a message by letter, fax, e-mail, or (other) electronic means (such as Electronic Data Interchange) sent and received by the thereto authorised representatives of the Party concerned.

Article 3 Offer and conclusion of Agreements

- 3.1 Upon a request from Essent, an irrevocable and binding offer from Supplier shall follow.
- 3.2 Any offer by Supplier has a validity period of at least ninety (90) calendar days after receipt by Essent, unless otherwise agreed in writing.
- 3.3 Essent shall not be obliged to compensate the Supplier for the costs, associated with making an offer.
- 3.4 If Essent provides a contract for the provision of Goods and/or Services, which is in accordance with Supplier's offer, the Agreement will be concluded at the time Essent sends the written order to Supplier.
- 3.5 If a written order is provided by Essent without an offer from Supplier prior thereof, the Agreement shall be concluded if:
- within fourteen (14) calendar days after the date of the order, copy of the contract signed by the Supplier shall be received by Essent and accepted; or
 - within fourteen (14) calendar days, in accordance with the order, the Goods shall be delivered and/or the Services shall be performed.
- 3.6 Execution of an oral order can only take place after Essent shall have the order confirmed in writing by a competent person, or Essent has issued an order number to Supplier.
- 3.7 If a written order confirmation of Supplier deviates from any part of Essent's order, no agreement will be reached.
- 3.8 Essent has the right to make changes and additions to the offer. In that case, the Agreement will be concluded at the time Essent receives from Supplier a written confirmation of the order for the delivery of Goods and/or Services, in accordance with Essent's amended or supplemented offer.
- 3.9 If, between the parties, a framework agreement is applicable, the Agreement will be concluded at the time when the order for a (partial) delivery within the scope of the framework agreement shall be received by Supplier, subject to deviating provisions in the relevant framework agreement.
- 3.10 Supplier who, without written instruction or confirmation as provided for in article 3.4 up to and including article 3.8 commences with the Supply of Goods and/or the provision of Services, does it for its own account and risk. Essent is not entitled to any compensation in this regard and shall be entitled to claim that the work premises and/or other goods of Essent, shall be returned into the original state and that the effects of the actions, taken by Supplier, shall be completely undone.
- 3.11 Drawings, models, specifications, instructions, (inspection) regulations, or similar information made available by Essent before or upon the conclusion of the Agreement, or approved by Essent, shall, as far as not contrary to the provisions of the Agreement, form part of the agreement.
- 3.12 Essent will provide a so-called purchase number in the written order, which Supplier must at all times mention in its invoices and on the packaging.

Article 4 Prices

- 4.1 The agreed prices and rates are fixed and, unless otherwise agreed in writing, in euros.
- 4.2 The prices mentioned in the Agreement are exclusive of sales tax, but include all additional costs and any taxes or fees to be charged by the government, or any other duties, related to the performance of the Agreement. The above-mentioned costs, taxes and duties will be borne by Supplier, unless otherwise agreed in writing.

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- 4.3 The prices mentioned in the Agreement include all activities, performed under the Agreement, by or on behalf of Supplier and third parties.
- 4.4 Supplier may only change an agreed price unilaterally, if the possibility thereto has been agreed upon in writing. In that case, it must be stated in the Agreement which circumstances entail a change, and to what extent a change in material prices, exchange rates or other costs, excluding profit taxes, must be passed on.
- 4.5 If an option to price change has been agreed upon, no appeal can be made thereof for orders already made.
- 4.6 If Supplier shall exercise a power to raise the price, agreed upon or accrued to him under any legal provision, Essent shall be empowered to terminate the Agreement without notice, without thereby being liable to pay damages.

Article 5 Delivery

- 5.1 Delivery will be in accordance with applicable European and Dutch laws and regulations and, unless otherwise agreed in writing, Delivered Duty Paid (DDP) delivered at the agreed delivery location, at the agreed time or within the agreed term.
- 5.2 For the interpretation of delivery conditions, the last published version of the Incoterms (including the most recent addenda), issued by the International Chamber of Commerce in Paris, shall apply unless otherwise agreed in writing. If (components of) the Incoterms and these Purchase Conditions shall be contradictory, the Purchase Conditions shall prevail.
- 5.3 Delivery is only completed when the Goods with all the necessary tools and documentation, necessary for proper use and maintenance, as well as any inspection, testing, inspection, check and warranty certificates and in particular the declaration of conformity, the user manual (in Dutch) and the technical construction file, belonging to the CE marking in accordance with EC directives, have been received by or on behalf of Essent and the delivery has been signed for agreement by Essent. Latter signature leaves without prejudice that the goods delivered, on the basis of Article 6 and Article 18 can be rejected. Furthermore, Supplier may not derive any right from the signature, referred to in the first sentence of this article paragraph, and the signature therefore does not preclude (by way of example) the exercise by Essent of its rights (including) pursuant to a shortcoming on the part of Supplier.
- 5.4 The (delivery) terms, mentioned in the offer or Agreement, are deadlines. Due to the mere exceeding of the aforementioned terms, Supplier shall be in default without further notice.
- 5.5 If a term or date of execution has not been explicitly agreed, a reasonable period will apply for execution, which will be no more than four (4) weeks from the date of conclusion of the Agreement.
- 5.6 Essent reserves the right to further determine the time of delivery, on demand, provided that demand is being made within the agreed delivery period. If the call takes place at a time after the agreed delivery period, then this does not entitle Supplier to change the price or to be compensated for damage or costs.
- 5.7 If Essent shall request Supplier for delay of delivery, Supplier will then store, secure, insure, the Goods, properly packaged and identifiable for Essent, and take all reasonable steps to prevent deterioration in the quality of the Goods, against a reasonable consideration to be agreed upon in writing. In such a case, Essent shall not be in default.
- 5.8 As soon as Supplier knows or ought to know that the delivery cannot, not timely or not adequately take place, she will immediately notify Essent thereof, stating the circumstances which give rise to this shortcoming. This also applies if the reason for this lies with Essent. Without prejudice to the right of Essent to terminate the Agreement in accordance with the provisions of Article 27, Parties will discuss whether, and if so, in what way, the situation can be resolved to the satisfaction of Essent. Essent then, in any

case, has the right to carry out the repair or replacement herself or to have it carried out by third parties. The costs involved will be borne by the Supplier.

- 5.9 Supplier will keep in stock spare parts for a period which, according to commercial practice, is considered reasonable for the relevant case and will deliver them at normal market conditions, even if the production of that Item in the meantime has been terminated. Supplier will inform Essent timely about the time of termination of the production, in order to enable Essent beforehand to order spare parts.
- 5.10 For the delivery of goods, with regard to the handling of hazardous substances and auxiliaries on the premises or in buildings of Essent or on the work site, the provisions on hazardous substances will apply in accordance with Article 29.
- 5.11 Supplier is not authorized to suspend its delivery obligation in case of failure of Essent to comply with (one of) its obligations.
- 5.12 Supplier is not authorized to perform partial deliveries, unless otherwise agreed in the Agreement, in which case, for the application of the Purchase Conditions, delivery is also understood to be a partial delivery. In that case, Supplier must notify Essent in writing of the partial deliveries, specifying the correct dates of the partial deliveries.
- 5.13 Supplier must provide the Goods to be delivered with the required transportation documents and a clearly visible packing list and/or copy invoice, stating: name and address of Supplier, (purchase) order number, order, date of shipping, number of shipped amounts and names of the Goods.

Article 6 Acceptance

- 6.1 If and in so far as agreed upon in writing and at the time when all the terms set forth in the Agreement have been met, Supplier will turn to Essent in writing with the request to reach the Acceptance of the Services and/or Goods delivered.
- 6.2 Acceptance will take place if, in the opinion of Essent, all the terms, set out in the Agreement, have been met.
- 6.3 The Acceptance will be preceded by a joint survey and possible testing, pursuant to Article 18, of the Services or Goods, which will take place as soon as possible after the request, as referred to in paragraph 1 of this article.
- 6.4 From this survey and possible testing, a protocol will be prepared by parties upon the conclusion of the Agreement. This protocol will in any case state whether the Service or Item is being approved by Essent, and which Activities should still be performed by Supplier within a reasonable period. The day of Acceptance is considered to be the date on which Essent has accepted the Services and/or Goods delivered in writing, and has indicated as such.

Article 7 Packaging

- 7.1 Supplier will pack the Goods for its account, in compliance with the requirements, laid down by or pursuant to the law, and in a manner appropriate for the Goods, so that in normal transport operation they shall reach their destination in good condition and undamaged, and can be unloaded and stored with the usual means of transportation. Supplier is liable for damage caused by insufficient or inadequate or improper packaging.
- 7.2 Supplier must provide for each delivery a packaging list as complete as possible, on which at least shall be mentioned: the full order number of Essent, per part the item number, quantity and description and, if applicable, transport and lifting instructions.
- 7.3 Essent has at all times the right to return packaging materials to Supplier. Return shipping of packaging materials will take place at Supplier's expense and risk.
- 7.4 When using returnable packaging and if packaging shall be charged, this must be stated separately on the offer and on the consignment note. Returnable packaging must be clearly marked as such by Supplier. Return shipping of returnable packaging will take place at the Supplier's expense and risk.

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Article 8 Document inspection

- 8.1 Supplier must check the specifications, drawings and other documentation which she has received from Essent for the purpose of implementing the Agreement, on completeness and accuracy.
- 8.2 Supplier must notify Essent as soon as possible in writing, of possible inaccuracies or incompleteness in the above-mentioned documentation. At the first request of Essent, Supplier will submit proposals for improvements and make adjustments.
- 8.3 If, prior to the conclusion of the Agreement, Supplier has not raised his objections to the aforementioned documentation in writing to Essent, he shall be deemed to be in agreement with the documentation and may no longer claim any incorrectness or incompleteness thereof.

Article 9 Execution of the Activities

- 9.1 Supplier must perform the Activities accurately and completely in accordance with the Agreement and ensure adequate supervision and guidance.
- 9.2 Supplier has the Activities performed by skilled and competent experts. Supplier is obliged to deploy for the Activities as much as possible the same persons who have previously been deployed for activities at Essent, especially for similar Activities.
- 9.3 Supplier is obliged to comply with the relevant regulations of Essent, in addition to the statutory regulations on safety and health, and to have them complied by the persons charged by Supplier with the execution of the Activities and the supervision thereof, without additional costs will thereby arise for Essent. These regulations are available at Essent. A general description is included in the provisions on safety, health and environment, pursuant to Article 28.
- 9.4 Unless otherwise agreed, Supplier shall, at its sole discretion, ensure the application, receipt and compliance of licenses, exemptions and other governmental documents, necessary for the performance of the Agreement.
- 9.5 Supplier will, prior to commencement of the Activities, issue to the persons who are entrusted by Supplier with the execution of the Activities and the supervision thereof, a so-called Arbo / HSE instruction, which is a prerequisite for access to the premises and/or the buildings of Essent or the work site.
- 9.6 Supplier is obliged to comply with the regulations which apply to the relevant workplace (s) and to have them complied with by the persons charged by Supplier with the execution of the Activities and the supervision thereof.
- 9.7 If Essent shall so request, Supplier must provide written statement to Essent of the personal data, relevant for the execution of the Activities (and the changes therein), of the persons who are about to perform or are performing the Activities for Essent.
- 9.8 Upon request, Supplier will, for the determination of the hours, worked by the persons referred to in the second and seventh members of this Article 9, use a time sheet or other means of control, at Essent's discretion.
- 9.9 Supplier undertakes to apply the working hours of the persons, referred to second and seventh paragraph of this Article 9 which, unless otherwise agreed in writing, on Workdays are between 07.00 en 20.00 hours, taking into account a half hour lunch break, for which no fee is paid. For working outside these working hours, or more than eight (8) working hours per day, individual approval of Essent must be obtained separately.
- 9.10 For access to or staying on the premises and/or buildings of Essent or the work site, Supplier ensures that persons, at the request of the Security Service of Essent, are able to identify themselves at any time, by means of a legally valid proof of identity.
- 9.11 Supplier undertakes and ensures that persons who, for the performance of the work of Essent, temporarily receive an access pass on loan, use this strictly personally and that

these shall be returned to Essent upon the termination of the Activities.

- 9.12 Persons, entrusted by Supplier with the execution of the Activities on any of the premises of Essent, or the supervision thereof, should be registered one week before commencement of the Activities, according to the applicable procedure.
- 9.13 Supplier is aware of and accepts that Essent may deny to Supplier's personnel access to its premises and/or buildings, or the work site, or that Essent may request from Supplier that the personnel be removed immediately from those premises or from those buildings, if they:
- in the opinion of Essent, apparently are not calculated for their duties;
 - they misbehave in such a way that, in the opinion of Essent, they can not be maintained on the premises or in the buildings;
 - in the opinion of Essent, for security reasons (security), cannot be admitted or maintained on the premises or in the buildings;
 - otherwise obviously act in violation of any obligation, which rests on Supplier and his staff in the Agreement.
- 9.14 Supplier is aware of and accepts that it applies in particular that possessing and/or using alcoholic beverages, narcotic drugs and/or agents, which influence the ability to react in any way, is prohibited on the premises of the Essent. It is also prohibited to be on the premises of Essent under the influence of alcoholic beverages and/or narcotics.

The costs, incurred or to be incurred by Supplier in respect of the events, mentioned in this paragraph, shall be entirely at the expense and risk of Supplier. At the first request of Essent, Supplier must promptly ensure replacement of the persons referred to in article 9.13.

- 9.15 Supplier is obliged to provide all the cooperation necessary to enable the monitoring of inbound and outbound traffic of goods and persons by the security service of Essent. In particular, in- and outgoing vehicles shall maintain an inventory list for that purpose.

Article 10 Hindrance and interruption of Activities

- 10.1 Supplier is obliged to allow, on behalf of Essent, work to be performed by Essent or third parties at or near the work site. Due to or because of Essent, the Activities of Supplier will be coordinated as much as possible with the activities of Essent or third parties, so as to minimize any hindrance for those involved.
- 10.2 Supplier or his (suppliers) suppliers are obliged to, and ensure that, if they are to work with third parties, they will work for proper cooperation. Supplier must discuss with Essent in advance the execution of Activities, of which Essent or third parties may reasonably be expected to be inconvenienced.
- 10.3 If the operating conditions should claim this, Supplier is required, at Essent's first request, to interrupt his operations or to allow them to be interrupted. On the financial consequences, further consultation will take place, insofar as the cause is not attributable to the Supplier. Supplier shall require Essent to provide a written declaration regarding the nature, the duration and the extent of the interruption.

Article 11 Storage of goods and waste

- 11.1 The storage of goods by or on behalf of Supplier in the areas or in the buildings of Essent, may only take place with the express permission of Essent, whereby a place for storage should also be designated by it. Supplier must ensure storage space for his account. The same applies to the placement of construction chain, sanitary chain, and the like. Unless otherwise agreed in writing, all provisions for chain as well as the cost of use thereof (energy, water, telephone, and the like), shall be borne by Supplier.
- 11.2 Any waste streams and waste materials, released at the execution of the Activities, apart from radiologically contaminated materials, shall as far as possible be separated by and at the expense of Supplier, and in accordance with the

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applicable legal provisions, collected, stored and removed from the Essent sites.

Article 12 (Transfer of) property and risk

- 12.1 The ownership and risk of the Goods will be transferred from Supplier to Essent at the time the Goods are actually delivered and these have been unambiguously accepted by Essent, in accordance with these Purchase Terms and / or the Agreement, unless Parties expressly agree otherwise in the agreement, or the Goods after Delivery, pursuant to Article 6 or Article 18 are rejected by Essent.
- 12.2 If, in accordance with the Agreement, Essent shall be obliged to pay an advance for the Supplies to be delivered, the ownership of those Goods will be transferred from Supplier to Essent at the time of first payment thereof. Until Delivery to and Acceptance of the Goods by Essent, the risk of the Goods shall lie with Supplier, who qualifies as the holder of these Goods for Essent.
- 12.3 In addition to the provisions of this article, the ownership and risk of rights are also transferred from Supplier to Essent at the time of signing the Agreement thereto by Supplier and Essent.
- 12.4 In case of total or partial disapproval of the Goods under Article 18, the risk and ownership are deemed to have never been transferred to Essent. Essent is entitled to store the Goods at the expense and risk of Supplier.
- 12.5 All Goods and documents, made available under the agreement by Essent to Supplier, remain the property of Essent. Supplier will return to Essent these Goods and documents immediately after completing the assignment, or as earlier as reasonably possible.
- 12.6 All Goods, developed and/or manufactured by Supplier within the scope of the Agreement, including but not limited to drawings, sketches, templates, prototypes, computer software in the form of source code, object code and/or printouts, and the documentation and other resources associated therewith, shall become ownership of Essent immediately after manufacturing.
- 12.7 In case of postponement of delivery of the Goods, the ownership of the relevant Goods shall be transferred from Supplier to Essent at the time the Goods are being stored identifiable as property of Essent, by or on behalf of Supplier.
- 12.8 Supplier warrants that Essent acquires the unencumbered ownership of the Goods. Supplier hereby waives all rights and powers with respect to the Goods which, under any right of retention or any right to complain, are due to him.

Article 13 Equipment

- 13.1 Unless otherwise agreed in writing, Supplier must provide for all the equipment required for the work to be carried out, such as personal safety and equipment, safety tools, hand tools, work-wear, welding equipment, measuring and testing equipment, ladders, scaffolding and such; they must be of good quality, at least meet the legal requirements and be provided with the necessary certificates.
- 13.2 In the event that Supplier uses equipment of Essent, with permission from Essent, the use of such shall be at the risk of Supplier, and he shall be fully liable for all damages that may arise from such use. Once he has terminated the use of such, he must return the equipment to Essent in the state in which he received them. Defects - also caused by Supplier himself - must immediately be reported by Supplier. In case of loss, Supplier will owe the replacement value to Essent.
- 13.3 All measuring and testing equipment, to be used by Supplier, must be demonstrably compliant with the factory specifications, with respect to accuracy and traceability. At the request of Essent, Supplier must demonstrate this by submitting the corresponding calibration and test reports, which may be no more than twelve (12) months old.

Article 14 Tools

- 14.1 The materials, drawings, models, templates, stamps, instructions, specifications, software, tools and other resources, made available by Essent to Supplier or purchased or manufactured by Supplier on behalf of Essent, or which in any way shall have a supporting function for Supplier for the Goods to be delivered, remain, or become property of Essent at the time of purchase or manufacture, unless Essent explicitly waives any rights thereof or has done so.
- 14.2 Supplier is obliged to label the tools, referred to in the first paragraph, as recognizable property of Essent, to keep them in good condition and to take out insurance for them at the expense of Supplier, against all risks, as long as, with respect to these tools, Supplier acts as holder of Essent.
- 14.3 Supplier is not allowed to remove or modify any indication on the tools, regarding the proprietary rights of Essent.
- 14.4 The tools will be made available to Essent at the first request, but at the latest at the time of the delivery of the Goods to which the tools relate, unless Essent explicitly waives or shall waived this or has requested Supplier to keep these tools in storage for him.
- 14.5 Tools, used by Supplier in the performance of the Agreement, will be submitted for approval to Essent at Essent's first request.
- 14.6 Change to or deviation of the tools, made available or approved by Essent, is only permitted after prior written approval of Essent.
- 14.7 Supplier will not (have) use(d) the tools for, or in connection with any purpose other than the delivery to Essent, subject to the written permission of Essent.
- 14.8 At the first request of Essent, Supplier must inform Essent by means of a status statement of the quantity and quality of the tools of Essent, of which Supplier has custody.
- 14.9 Essent is authorised to have Supplier sign property declarations relating to the tools. Supplier will cooperate in this regard.
- 14.10 The manner of use of the tools is entirely at the risk of the Supplier.

Article 15 Changes; additional- and less work

- 15.1 Essent has the right to require from Supplier changes in the nature and size of the Goods and/or Services to be delivered. The changes may not be such that, as may reasonably be assumed, Supplier would not have entered into the Agreement if he had previously been aware of the changes. Essent shall provide a written specification of the changes desired.
- 15.2 Supplier shall communicate to Essent within fourteen (14) calendar days after dispatch of the written specification, referred to in the previous paragraph of this Article 15, which consequences the changes will have for price and delivery time. Essent has the right to terminate the Agreement if the price and delivery time, provided by Supplier, are not acceptable to Essent. Essent will not use the right to terminate the Agreement on unreasonable grounds.
- 15.3 Supplier is required to request Essent's approval explicitly in writing for any changes requested by him. The submission of drawings without written explanation is not enough for this purpose. However, for changes whose designs or designs have already been approved by Essent, the written approval of Essent is required. All costs incurred by failure to comply with this provision shall be at the expense of Supplier.
- 15.4 If, during the design, manufacture or performance of the work, improvements can be made, Supplier will notify Essent in writing thereof and make those improvements at the request of Essent, if this does not entail, for the delivery of Services and/or Goods, additional cost or extension of the delivery time thereof. If this is the case, Supplier must provide an offer with regard to the relevant changes, indicating the effect on the delivery time and/or price. Following the offer, Essent will decide whether use will be made thereof.

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15.5 Essent is only required to pay additional work, approved by it in advance in writing. Unless otherwise agreed in writing, the settlement of less work is determined by mutual agreement.

Article 16 **Billing, payment and right of audit**

- 16.1 Submission of the invoice will be done (monthly) afterwards, to the invoice address given by Essent and upon submission of documents, which specify the costs by category, as specified in the agreement.
- 16.2 Payment of the delivered Goods and/or Services provided, shall be made within sixty (60) calendar days after receipt of a properly specified invoice or, if delivery and acceptance of the Goods and/or Services takes place upon receipt of the invoice, within sixty (60) days after delivery and acceptance of the Goods and/or Services in accordance with the Agreement. Payment will only take place if the delivered Goods and/or Services provided are approved and upon receipt of all related documentation and tools, including the correct addressee and full invoice.
- 16.3 The invoice must comply with the legally billing requirements and at least be provided with Essent's order number, company name, invoice address and location address, as stated in the order for relevant Goods and/or Services. Invoices which do not meet the requirements will not be processed and returned to Supplier.
- 16.4 If Essent disputes an invoice of Supplier, Supplier must further and duly substantiate the relevant invoice, in the absence of which Essent shall not be required to pay the disputed invoice.
- 16.5 Essent is authorised to require, in order to ensure compliance with Supplier's obligations under the agreement, in cases to be determined by it, that Supplier shall have issued an unconditional and irrevocable bank guarantee by a bank, acceptable to Essent. The cost of the bank guarantee is at the expense of the Supplier.
- 16.6 If Essent performs payment for Services and/or Goods that have not yet been delivered, Supplier shall be obliged, at the first request of Essent, prior to such payment, to deliver to Essent a bank guarantee "on call", to the value of the amount paid. No guarantee is attached to the guarantee for Essent. The bank guarantee "on call" is issued by a bank institution, accepted by Essent. If, due to Supplier's shortcomings, Services and/or Goods are not accepted within the agreed term, Supplier shall owe the legal interest on the advance for the time the shortcoming shall persist.
- 16.7 If Supplier does not fully comply with any of the obligations under the Agreement or the Purchase Conditions, Essent shall be entitled to suspend payment to the Supplier. The suspension shall be valid until the moment the Supplier has fulfilled its obligations toward Essent.
- 16.8 Payment by Essent does not imply in any way whatsoever a waiver of rights and does not relieve Supplier of any warranty, obligation or liability under any agreement.
- 16.9 Essent is entitled at any time to settle claims of Supplier on Essent with any claims that Essent for any reason has on Supplier, regardless of whether those claims are due and/or can be determined (according to law) in a simple manner. Appeal by Supplier pursuant to Article 6:136 Civil Code is excluded.
- 16.10 Essent will only be in default of payment of any amount due to Supplier after a period of fourteen (14) calendar days, after notice of default has been served on Supplier in writing in respect thereof by Essent.
- 16.11 Essent does not pay any wages and / or other remuneration for persons, entrusted by Supplier or by a third party, to whom the Supplier has transferred or outsourced the Activities, with the execution of the Activities, and the supervision thereof or the costs of the equipment, referred to in Article 13, for the period during which such persons do not work as a result of a strike, or those goods are not being used as a result of a strike.

16.12 If Essent is in default, Essent will only owe delay interest equal to legal interest and Essent, subject to the provisions of article 22.7, shall not be liable to other costs related hereto.

16.13 Essent's payments, primarily, serve to deduct the principal due, then interest accrued and, finally, the deduction of any costs due.

16.14 Essent shall at all time be entitled to have invoices sent by Supplier, verified for substantive accuracy by an auditor, appointed by Essent. Supplier will provide the auditor at first request with access to books and documents and provide all the information and information he requires. The check will be confidential and will not extend beyond what is required for verifying the invoices. The auditor will issue his report to both parties as soon as possible.

16.15 The costs of auditing will be borne by Essent, unless the investigation shows that the invoice was incorrect on certain parts and in which case all of these costs shall be borne by Supplier.

16.16 Essent is entitled to suspend payment of an invoice during the period of the auditor's investigation. Essent will only use this authority, if Essent has reasonable doubts as to the accuracy of the invoice and only for the contested part of the invoice.

16.17 Exceedance of the term of payment by Essent or non-payment by Essent of an invoice, on the basis of a suspected material inaccuracy of the invoice or inaccuracy of the invoiced performance, does not give Supplier the right to suspend or terminate its performance.

Article 17 **Quality and guarantees**

- 17.1 Supplier guarantees that the Delivery of Services is done as agreed and that, therefore, the delivered Goods are new, free from defects and rights of third parties, suitable for the purpose for which they are intended, have the characteristics agreed upon, comply with the relevant legal requirements and government regulations as well as the requirements of the safety, health, environmental and quality standards, applied within the field.
- 17.2 If the Goods, regardless of the results of any inspection, do not appear to comply with the provisions of paragraph 1 of this Article 17, Supplier will, in its sole discretion repair or replace the Goods at Essent's discretion and at Essent's first notice, unless Essent prefers the dissolution of the Agreement, in accordance with the provisions in Article 27, paragraph 1 en 2.
- 17.3 On the Goods delivered, Supplier will maintain a warranty period of at least two (2) years from the date of delivery or - if Acceptance is stipulated as condition for the valid delivery - from the moment of Acceptance. The expiration of the warranty period does not affect the rights Essent may derive from the law and the agreement. The agreed warranty will in any event mean that Supplier will resolve, as soon as possible and free of charge, any defect reported in writing by Essent to Supplier within the warranty period, which falls within the scope of the warranty.
- 17.4 If, pursuant to this obligation, Supplier has performed, and/or has changed, repaired or replaced Goods or parts thereof, in respect of these Activities, Goods or parts, the full warranty period will again enter into force from the date of the approved delivery of the warranty-related activities.
- 17.5 Unless expressly stated otherwise in the documents, covered by the Agreement, the relevant European standards and specifications on the Services and Goods to be provided shall apply. In the absence of European standards and specifications, the relevant Dutch standards on the Services and Goods to be provided shall apply.

Article 18 **Inspection, examination, checks and tests**

- 18.1 Inspection, examination, checks and/or tests by or for Essent may take place both prior to Delivery or Acceptance as during or after Delivery or Acceptance.
- 18.2 Supplier grants access to the locations where the Goods are manufactured or stored and cooperates with the inspections, examinations, checks and/or tests, required by Essent. This

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- cooperation also includes the provision of the required documentation and information.
- 18.3 Supplier shall inform Essent, at its request, in advance of the time at which inspections, examinations, checks and/or tests may take place, without Essent being obliged to actually have these carried out at those times.
- 18.4 Supplier is authorized to be present during the inspections, examinations, checks and/or tests by or on behalf of Essent.
- 18.5 The costs of inspections, examinations, checks and/or tests, unless explicitly agreed otherwise, shall be borne by Supplier, with the exception of the costs of the Essent personnel, responsible for the inspection, and/or its authorized representative. The costs for repeated inspections, examinations, checks and/or tests are always at the expense and risk of the Supplier, in which case the costs of the Essent personnel and / or its authorized representative, responsible for the inspection, shall be borne by Supplier.
- 18.6 If and as often as it appears from the inspection, examination, checks and tests for the delivery or acceptance, that the delivered does not meet the stated requirements, Supplier will immediately make the necessary improvements or take care of replacement, after which a renewed inspection will take place. Disqualification does not constitute an extension of the agreed delivery time.
- 18.7 If, upon inspection, examination, checks and tests, during or after the Delivery or the Acceptance, the performed Activities and / or the delivered Goods are rejected, fully or partially, Essent will notify this to Supplier in writing. This notification constitutes a notice of default. Essent will then give Supplier the opportunity to still deliver within a reasonable time, in accordance with the Agreement. If Supplier does not make use of that opportunity or fails to deliver properly, Essent has the right to terminate the Agreement fully or partially, without further notice. Essent also has this right, if the delivery, by its nature or destination, shall be no longer possible or meaningful.
- 18.8 In the event of total or partial disapproval of the Goods during or after the Delivery or Acceptance thereof, the ownership and risk are deemed to have remained with Supplier and therefore never have been transferred to Essent.
- 18.9 If inspection, examination, checks and/or tests take place in consultation with a recognized, independent and competent expert body, the outcome thereof shall be binding on Supplier and Essent. This applies mutatis mutandis to repeated inspection, examinations, checks and/or tests.
- 18.10 Supplier is obliged to make every effort to enable Essent or third parties, acting on behalf of Essent, to (have) carried out inspections at the contract party(ies) of Supplier, if and as far as this relates to the Agreement.
- 18.11 If the result of the delivery, regardless of the results of any inspection, examination, checks and/or tests, does not appear to comply with the provisions of in Article 17, Essent shall retain all rights, which the law and the Agreement bind to this shortcoming.
- 18.12 Essent has the right to repair or replace the Goods delivered on behalf of Supplier if, after consultation with Supplier, it can reasonably be assumed that Supplier cannot, not timely or not appropriately, provide for recovery or replacement. This does not relieve Supplier of its obligations under the Agreement. Essent may refrain from consulting, if the business operation or other urgent circumstances require Essent to do so.
- 18.13 Inspection, examination, checks and/or tests in accordance with this article do not release Supplier from his obligations under the Agreement, and do not include delivery, neither acceptance nor risk-transfer.
- 18.14 Supplier is obliged to expressly indicate inspected or examined Goods as intended for Essent.

Article 19 Confidentiality

- 19.1 Supplier undertakes to maintain absolute confidentiality of all information and data which Supplier acquires, whether directly or indirectly, of or regarding Essent and which is confidential in nature or of which Supplier should reasonably recognize the confidentiality. Supplier will not in any way use this confidential information and data for his own benefit and/or communicate them to third parties, make available, give access to, or make it otherwise accessible, other than strictly necessary in the context of the execution of the agreement and upon prior written consent of Essent.
- 19.2 With respect to the information, mentioned in article 19.1, Supplier guarantees secrecy for the duration of the agreement and three years after its termination, and undertakes:
- to observe all reasonable measures for the safe storage of the information;
 - restrict access to information to persons within the Supplier's organization, insofar as this information is necessary for (execution of) the agreement;
 - and undertakes to keep the information no longer in its possession, other than is reasonably necessary for the performance of the agreement and make available this information, including the copied copies, once again to Essent or immediately after full compliance with the agreement, or to destroy them after acquired permission in which case a certificate of destruction must be submitted to Essent.
- 19.3 Supplier shall ensure that the staff, engaged by him is aware of the confidentiality obligation, referred to in article 19.1 and obliges the staff and third parties engaged in the execution of the Agreement, in writing to maintain the same confidentiality, or has these third parties sign the secrecy statements, submitted by Essent.
- 19.4 If the Agreement is terminated, whether or not prematurely, Supplier will ensure that all information provided by Essent, including materials, files, documents, documentation and other information carriers with data and/or information, shall immediately be made available to Essent.
- 19.5 Supplier is not permitted to give any kind of publicity to the creation and execution of the Agreement, without prior written consent of Essent, or to maintain, directly or indirectly, contact with Essent's clients. Furthermore, Supplier, if she is known with publicity statements against Essent, or should reasonably have been known with them, always abstain from any acts even after this agreement, which could reasonably impair the good name of Essent and/or its products and/or services.
- 19.6 Without prejudice to the right to compensation and other legal rights, Essent, in case of violation of the provisions of this Article 19, shall be entitled by Supplier to collecting an immediately payable and unenforceable fine of € 5,000.-- (in words: five thousand euros) for each violation and the same amount for each day as long as the violation persists, with a maximum of € 50,000.-- (in words: fifty thousand euros). The amount will be paid directly by Supplier after the determination of the violation by Essent.

Article 20 Intellectual and Industrial Property Rights and Indemnification

- 20.1 All intellectual and industrial property rights, in any form, on Goods made available by Essent to Supplier for the performance of the agreement, including Essent's software and systems, provided by third parties, only lie with Essent, unless expressly stated otherwise.
- 20.2 All intellectual and industrial property rights, in any form whatsoever arising from or resulting from the performance of the agreement by Supplier, lie with or belong to Essent. Carriers of information to which the aforesaid rights relate belong to Essent. Supplier hereby, as far as necessary, also on behalf of his staff, waives any so-called personality rights, as referred to in Article 25 (1) (a) to (c) of the Copyright Act ("*Auteurswet*"), to the extent that such regulations allow such waiver. Supplier warrants Essent to be authorized to perform this waiver, also on behalf of his Personnel.

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- 20.3 Where applicable, the rights referred to in article 20.2 shall be transferred, on the basis of these Purchase Conditions by Supplier to Essent, which transfer is now for then being accepted by Essent, immediately after those rights have come into existence. To the extent that an additional agreement is required for the transfer of such rights, Supplier will, at the first request of Essent, transfer such rights to Essent per said agreement without being able to impose any conditions therein.
- 20.4 Supplier is required to use of the material, made available by Essent, in such a way that there is no violation of any intellectual property rights which rest on that material. Supplier is obliged to label such material as a recognizable property of Essent.
- 20.5 Supplier warrants that the use, including resale, of (parts of) the Goods supplied by it and the services provided by it or of the Tools purchased or manufactured by it for Essent does not infringe any intellectual or industrial property right of third parties, or that the use thereof is otherwise not illegal against third parties, in any country.
- 20.6 If the use by Essent, as referred to in article 20.5, infringes or threatens a right of intellectual or industrial property of third parties, or any other third party right, Supplier shall:
- acquire a right of use for the Goods and/or tools concerned (ex Article 14, "Tools");
 - change the Goods and/or Tools concerned in such a way that the infringement is lifted;
 - replace the Goods and/or Tools concerned by equivalent goods which do not infringe third party rights;
 - take back the affected Goods and/or Tools concerned against repayment of the price paid for them.
- all this in consultation with Essent without incurring additional costs for Essent outside the agreed purchase price and without the usage possibilities being more restricted than those of the original Goods and/or Tools to be delivered.
- 20.7 Supplier will initially attempt to realize the highest ranked option, listed in article 20.6. If Supplier shall have proven that the realisation thereof is not reasonably possible, Supplier shall be entitled to execute the option listed below. Furthermore, Supplier will also promptly take all other necessary measures and notify Essent as soon as possible.
- 20.8 Supplier indemnifies Essent for any possible legitimate or improper claim in respect of a (alleged) infringement of an Intellectual Property or Industrial Property right of a Supplier or a third party, in so far as the alleged infringement relates to, arises out of or is in any way related to the performance of the agreement or the involvement of Supplier, regardless of whether the aforesaid infringement is attributable to Essent. Supplier shall, in the event of such claim, undertake all measures at its expense, which may contribute to the prevention of the infringement, preventing stagnation at Essent and the limitation of the additional costs and/or damage suffered, to be incurred by Essent.
- 20.9 Unless Essent expressly requests otherwise, Supplier shall accept the defence in any procedure that may be instituted against Essent, on account of an alleged infringement of third party rights. Essent will immediately inform Supplier of such action and provide Supplier with the reasonably necessary proxies and assistance. Supplier indemnifies Essent against all damages and costs, including but not limited to costs related to (a conviction in) the procedure and will cover the costs of the procedure.
- 20.10 Without prejudice to the provisions of this Article 20 Essent may, if third parties hold Essent liable for intellectual and / or industrial property rights by third parties, terminate the agreement in writing, out of court, in whole or in part, without being liable to Supplier.
- 20.11 To the extent that there will be costs associated with establishing any intellectual or industrial property right, these costs will be borne by Essent. Supplier hereby authorizes Essent to have entered the intellectual property rights and/or the transfer of those rights to Essent, in the relevant registers.
- 20.12 Without prior written permission, Supplier will not use any trade names, trademarks or logos, associated with Essent, either individually or in any combination with trade names, associated with Supplier or third parties.
- Article 21 Transfer**
- 21.1 Supplier may not transfer the rights and obligations, resulting from Supplier from the Agreement, either in whole or in part, to third parties, without the prior written consent of Essent.
- 21.2 Supplier may not outsource the performance of its obligations under the Agreement, either in whole or in part, to third parties without the prior written consent of Essent. Also for the deployment of contracted personnel, prior approval of Essent must be obtained. Essent has the right of imposing conditions to the consent. Any consent does not relieve the Supplier of its obligations under the Agreement.
- 21.3 Supplier hereby grants Essent permission to transfer its rights and obligations from the Agreement to a third party insofar as this third party is directly or indirectly affiliated with Essent within the meaning of article 2:24b of the Civil Code, and registered in the Netherlands.
- 21.4 If Supplier, for the execution of the Activities, shall engage one or more third parties with Essent's permission, Supplier shall, in its agreement with that (those) third party(ies), apply, as applicable, the provisions of the Agreement, as well as the obligation for the third party (s), to do this also against the third party(ies) which he shall engage with the written permission of Essent.
- 21.5 Any authorization granted by Essent under this provision does not affect Supplier's liability for the conduct of the third party (s) engaged.
- Article 22 Liability**
- 22.1 Supplier shall be liable for compensation for any damage, caused to Essent by or in connection with the performance of the Agreement as well as as a result of an act or omission, including improper conduct, of Supplier himself, his staff or (staff of) third parties engaged by him, including but not limited to (sub) contractors and other assistants.
- 22.2 Supplier's liability obligation under article 22.1 for damage to goods, whose ownership and risk lies with Essent, shall not exceed:
- € 2.500.000,-- per claim, for Agreements with a total price equal to or less than € 250.000,-- , or
 - € 5.000.000,-- per claim for Agreements met een total price exceeding € 250.000,--.
- 22.3 Supplier's liability for damage referred to in article 22.1 and other than the one referred to in article 22.2, is limited to up to four times the amount of fees paid or payable to Supplier in a year, per event, where related events are considered as one event.
- 22.4 Unless expressly stated otherwise, Supplier and Essent shall not be liable to each other for the consequential loss suffered by them in connection with the performance of the Agreement. Consequential damage is only to be understood as: loss of profit, loss of production, loss of income or delivery of replacement energy.
- 22.5 Above limitation of the liability expressly does not apply in the case of (i) deliberate act ("opzet"), negligence ("nalatigheid") or deliberate recklessness ("bewuste roekeloosheid"), (ii) infringements of intellectual property rights of Essent, as referred to in Article 20, (iii) violation of any lawful regulation and (iv) for benefits, which may be claimed respectively are provided, under any applicable insurance.
- 22.6 Supplier shall indemnify Essent against all third party claims for compensation for damages due to or in connection with the performance of the Agreement. In this paragraph, third parties are also to be understood as staff of Essent and those who are employed by Essent.
- 22.7 Unless Essent or its staff has been found guilty, Essent shall not be liable for any damage that may arise for Supplier, its

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staff or other persons involved by Supplier in the performance of the Agreement, including destruction and loss of property.

- 22.8 If Essent applies a penalty clause to an agreement, this does not affect Essent's right to claim compliance and/or damages.

Article 23 **Non-imputable shortcoming ("Force Majeure")**

- 23.1 Failure to comply with the Agreement, which is not due to the fault of Supplier or of Essent, and shall neither, pursuant to law, legal act or generally accepted standards, be borne by the parties to the Agreement, shall provide a non-imputable shortcoming ("Force Majeure").
- 23.2 In the case of Force Majeure on the part of either party to the Agreement, the performance of the Agreement shall be suspended in whole or in part for the duration of the force majeure without the parties being mutually liable for any damages.
- 23.3 In consequence of the expiry of the possibility to appeal to Force Majeure by Supplier, Supplier shall, without delay, not later than three (3) calendar days after the onset of Force Majeure event, notify Essent in writing thereof.
- 23.4 If the situation of Force Majeure, in which a party finds itself, has been lasted for more than thirty (30) calendar days, the other party shall be entitled to dissolve the Agreement by means of a registered letter with immediate effect and without judicial intervention, without being liable for any damages. Force majeure on the part of Supplier is in any event not understood as: lack of staff, strikes, non-performance of suppliers or other third parties engaged by Supplier, loss of or inadequate tools, liquidity or solvency problems with the other party.

Article 24 **Insurance**

- 24.1 Supplier is obliged to be adequately insured and to remain insured to cover any liabilities and risks, resulting from requests, offers and agreements with Essent. For Activities, the value of which exceeds an amount of € 500,000.-- Supplier will consult with Essent already in the presentation phase, as to which of them will be responsible for taking out a *construction-all-risk* (CAR-)Insurance. For all means of transportation of Supplier and its supplier(s), deployed on the premises of Essent, a valid Legal Liability Motor Vehicle Insurance ("*Wettelijke Aansprakelijkheidsverzekering Motorrijtuigen*") must have been taken out.
- 24.2 Supplier shall, at the first request of Essent, forthwith provide (a certified copy of) the policies, for which Supplier is obliged under article 24.1, to take out insurances, and also proof of premium payment in respect of these insurances or a statement from the insurer regarding the existence of these insurances.
- 24.3 Should Supplier, in connection with his possible liability towards Essent, be entitled to a benefit under an insurance contract, Supplier shall ensure that this payment is made directly to Essent.
- 24.4 Insurance by Supplier does not lead to any limitation of its liability or to joint liability of Essent.

Article 25 **Hiring and chain liability**

- 25.1 If and to the extent that the hiring and/or chain liability pursuant to Articles 34 and 35 Collection of State Taxes Act 1990 ("*Invorderingswet 1990*") may apply to the Agreement, Supplier shall comply with all obligations arising from this Act.
- 25.2 Supplier is held to:
- guarantee for the payment of taxes and social security contributions related to the activities, and
 - indemnify Essent for the payroll and sales tax and / or premiums Social Insurances paid or payable by Essent in this regard, using a so-called G-account at a banking institution or a deposit account with the Tax Office.

- 25.3 Supplier guarantees that his invoice complies with the billing requirements based on legislation and regulations (in particular the Resolution of 6 December 2014, no. BLKB-2014-704M) and Supplier shall keep a record of persons who have been hired-in or have performed (sub) contracted work, and the days on which and the hours during which the persons performed the work for Essent. This registration also includes the name, date of birth and, if required by law, the Civic Service Number ("*Burgerservicenummer*", BSN) of the persons concerned. If Essent considers it desirable that more data be recorded and / or delivered, Supplier will then record or submit this data immediately upon Essent's first request. Supplier will ensure that the persons concerned will cooperate with this. Supplier must also declare to Essent that the persons concerned were employed by it at the time of the provision of the Services.
- 25.4 Supplier shall, if and in so far as circumstances arise, as referred to in article 25.1 always mention on the invoice:
- the G-account number at the banking institution, on which part of the invoice amount must be paid;
 - a description or reference of the work being paid, as well as the wage amount in accordance with Article 10 of the Wage Tax Act 1964 ("*Wet op de loonbelasting 1964*");
 - the number or reference of the agreement with which Supplier has loaned personnel, and
 - the period during which that activity or those activities has/have been performed.
- 25.5 The percentage of the invoice amount to be paid for social security contributions and payroll tax and, where applicable, turnover tax on the G Account, depends on the type of SNA certificate, at least 25%, or in the absence of the SNA- Quality mark: 40%.
- 25.6 The provisions in artt. 25.4 and 25.5 do not apply if the Supplier has an SNA registration and a so-called tax assessment statement from the Tax Administration, which shows that Supplier has made a guarantee to the Tax Office for payment of payroll taxes and sales tax. Supplier must annually provide this tax assessment statement to Essent.
- 25.7 At the request of Essent, Supplier must have invoices be accompanied or referenced respectively to the registration indicating which persons have been deployed on which days and for how many hours per day for the provision of services.

Article 26 **Compliance with Act on Combating Sham Arrangements ("*Wet aanpak schijnconstructies*")**

- 26.1 In the performance of the Services, Supplier adheres to the applicable legislation and regulations in the field of employment conditions and to the Collective Labour Agreement, applicable to its employees and establishes all employment-related agreements for the provision of the Services in a transparent and accessible manner.
- 26.2 Upon request and without delay, supplier provides to competent authorities, access to the employment-related agreements mentioned in article 26.1 and will cooperate in all necessary investigations, audits or payroll validation.
- 26.3 Supplier provides, upon request and without delay with due observance of applicable privacy laws, access to the employment contractual conditions referred to in article 26.1, if Essent considers this necessary in relation to the prevention of or the proceedings of a wage claim in connection with labour for the provision of the Services.
- 26.4 Supplier is obliged to impose in full the obligations arising from this Article, to all parties with which he concludes agreements for the provision of Services and also to provide that these parties, in turn, impose these obligations in full on all parties with whom they enter into agreements for the performance of the Services.

Article 27 **Termination of the Agreement**

- 27.1 Essent is entitled at all times to terminate, or suspend, the Agreement, in whole or in part, without giving reasons, with immediate effect, unless otherwise agreed in writing.

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- 27.2 Subject to the other provisions in the Purchase Conditions, Essent is entitled to suspend, terminate, cancel or terminate the Agreement, without further notice, and without legal intervention if:
- Supplier requests or acquires suspension;
 - Supplier files for bankruptcy or is declared bankrupt;
 - The Supplier has recovered by confiscation, receivership or otherwise, the power of disposal of his assets or parts thereof and he does not have the power of disposal within four (4) weeks;
 - Supplier ceases his business;
 - the control of Supplier (directly or indirectly) of the activities of its enterprise or part of its business goes to a third party, which is also understood by parties to mean a merger as referred to in Article 1 (d) of the Economic and Social Council Decision Merger Code of Conduct 2000 ("S.E.R.-besluit Fusiegedragsregels 2000");
 - Supplier has forfeited a fine of more than twice as stated in article 19.6;
 - Supplier no longer has the necessary permits necessary for the performance of the Agreement;
 - Supplier should otherwise reasonably be deemed to be unable to meet its obligations towards Essent.
- 27.3 All claims that Essent will have on Supplier will be immediately and fully due in the events mentioned in article 27.1.
- 27.4 In case of premature termination of the Agreement as referred to in artt. 27.1 and 27.2, Supplier is exclusively entitled to reimbursement of the following:
- payment for the Goods and/or Services provided in accordance with the Agreement;
 - demonstrable additional costs, approved by Essent, which the Supplier has incurred or which will reasonably still have to incur, in connection with the termination of the Agreement, not consisting of compensation for loss of production, loss of profits and loss suffered.
- 27.5 In case of premature termination on account of a defective defect, Supplier is solely entitled to payment for the Goods and/or Services provided in accordance with the Agreement; Essent is entitled to settle with this amount any costs and damages. Any excess paid by Essent will be immediately due.
- 27.6 In case of termination on any basis whatsoever, Supplier will immediately:
- cease to carrying out the implementation of the Agreement in a safe and responsible manner;
 - enable Essent to take over the implementation of the Agreement and to take over all material and/or goods;
 - remove material and any other property of Supplier and/or staff of Supplier from the site of Essent, unless otherwise agreed;
 - at the request of Essent, transfer to Essent in writing, all rights and obligations which the Supplier has entered into with his supplier(s) regarding the performance of the Agreement.
- 27.7 Failure by Essent to demand compliance will not affect all of its (other) legal rights in this regard.
- Article 28 Safety, health and environment**
- 28.1 The Safety, Health and Environment (SHE) regulations and policy statement of Essent are part of the Agreement. For specific Services or Goods, further regulations and/or instructions as contained in the Agreement may apply.
- 28.2 The Agreement is valid only within the framework of the agreed work and the applicable general and specific rules. The risks and management measures that are of importance to this must be written in a SHE plan, based on risk analysis and evaluation (RA&E) and/or toxicological risk assessment (TRA), prior to the start of the Activities.
- 28.3 Delay during the delivery as a result of compliance with the FME regulations or further specific requirements that could reasonably be known to Supplier, does not apply as force majeure. Therefore, Essent may discontinue the execution of the Delivery and/or Services, without consequently being liable for any damages.
- 28.4 At the time of the Execution of the Activities, Supplier must be in possession of a valid VCA * / ** or OHSAS 18001: 2007 certificate or an equivalent security management system. Any equivalence must be demonstrated by an audit carried out by an independent safety certification body and a certificate issued on the matter. All requirements made on the basis of the certificate shall unconditionally apply to all activities. If Supplier is a natural person in the pursuit of occupation or business, he must be in the possession of the VOL-VCA diploma and a statement, issued by an independent VCA safety certification institution, based on the VCA items determined by Essent
- 28.5 If (part of) the work is carried out under subcontracting, the SHE conditions of the Agreement shall apply in full. Subcontracting must be notified in writing and must be approved by Essent.
- 28.6 Supplier must provide a plan for the commencement of the work, which includes:
- weekly safety rounds at the job site where the findings are to be recorded in writing and management measures must be taken on observed deviations;
 - toolbox measurements, taking into account that, depending on the actuality, subjects can be put forward by Essent;
 - the determination of project-related risks including the setting up and execution of task risk analyses and the consultation held and/or instructions provided in response thereto.
- 28.7 Supplier is required to comply with all Working Conditions law, - resolution ("Arbeidsomstandighedenwet, -besluit"), and other legal requirements that apply to his organization.
- 28.8 Supplier undertakes and commits that he and any supplier(s) engaged by him adheres to the SHE terms, laid down in these Purchase Conditions, and any additional requirements of the relevant location of Essent.
- 28.9 Supplier must keep a record of SHE statistics based on Lost Time Injury Frequency (LTIF). The LTIF is determined by multiplying the number of default accidents by 1,000,000 and then divide it by the number of hours worked. The SHE objectives are set annually and per project and should be included in the SHE plan implementation phase.
- 28.10 All operational employees, engaged by Supplier, including operational managers, must have a Personal Safety Logbook (PSL) and show this at the request of an employee of Essent, designated for that purpose.
- 28.11 All operational employees of Essent possess a valid B-VCA diploma or equivalent (equivalence is determined in accordance with the final terms VCA):
- all operational executives must possess a valid diploma VOL-VCA or equivalent (equivalence is determined according to the final terms VCA);
 - all employees involved in the work permit system and company-specific procedures of Essent, must have received an instruction of these procedures, including an entry thereof in the Personal Safety Logbook (PSL);
 - all employees who perform the work as mentioned in the Risk Management Work Education Guide, should accordingly have a valid diploma for these activities.
- 28.12 Prior to commencement of work, the persons charged by Supplier with the execution of the Activities must follow the procedures and access instructions of Essent. These instructions have a limited duration of validity and must be mentioned in the Personal Safety Logbook (PSL).
- 28.13 Supplier and his employees, at the request of Essent, must be present at all company-specific information and education, to be provided by Essent
- 28.14 Supplier ensures that the communication and consultation structure are included in the VGM implementation plan, with

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the Dutch language as a basis, unless otherwise specified in the Agreement.

- 28.15 Supplier must ensure that all security documentation and communication provided by Essent is available in a language, spoken by its employees.
- 28.16 Before commencing work on the location of Essent, permission must be given by the relevant representative of the relevant location.
- 28.17 All materials and means, including personal protective equipment, must comply with all laws and regulations and related requirements.
- 28.18 The supplier must be informed of the company emergency plan and evacuation requirements of the location of Essent where the work is carried out. At the workplace, Supplier must meet at least the number of employees determined by Essent with a first aid and / or company medic emergency respons ("BHV") training.
- 28.19 Supplier must monitor and evaluate the data mentioned in artt. 27.6 and 28.9 on a regular basis, and if necessary adjust the action plan. The method of reporting, frequency and content aspects are determined by Essent.
- 28.20 Supplier must report all accidents and incidents, and conduct research using a research method such as Tripod, Case Study Analysis or equivalent. The research results and management measures must be reported to Essent. Essent reserves the right to conduct its own research, independently or in cooperation with Supplier.
- 28.21 The Supplier must draw up an audit plan for the duration of the Agreement. Supplier must follow the audit planning and audits should focus on the project specific risks. The reporting and improvement actions must be reported to Essent.
- 28.22 The terms and conditions contained in this Article 28 and all other safety regulations and instructions which are in use at Essent may be amended and/or supplemented by Essent at any time, as far as is reasonably necessary in the context of the implementation of the Agreement, with a view to the changed SHE requirements. Supplier will be bound to follow the above-mentioned amended instructions / additions unconditionally.

Article 29 Hazardous substances

- 29.1 'Hazardous substances' means, inter alia:
 - a) general chemicals;
 - b) detergents and thinners;
 - c) substances intended for laboratories and research;
 - d) installation tools;
 - e) adhesive and cover materials;
 - f) insulation material;
 - g) business chemicals;
 - h) sealing material;
 - i) lubricants;
 - j) industrial gases.
- 29.2 For all hazardous substances used at Essent locations, Supplier must ensure the presence of a safety data sheet that complies with the requirements set out in the REACH Regulation and the Environmental Management Act ("Wet milieubeheer"). The executive staff must be aware of the way in which the required information can be found.
- 29.3 Supplier is and remains responsible for the proper storage, packaging, disposal, treatment and processing of the hazardous (waste) substances in use by him, unless otherwise agreed in writing.
- 29.4 For executives, exposed to hazardous substances on the premises of Essent, Supplier should provide a work hygiene program.

Article 30 Social responsibility

- 30.1 Supplier acts at all times in accordance with applicable national and international laws and regulations in the area of human rights, the environment, working conditions, welfare and safety of employees.

Part of these Purchase Conditions is the E.ON Code of Conduct (hereinafter referred to as: the "CoC"). The CoC applies to Essent and the parties affiliated with the same, subsidiaries of the German E.ON SE group, and provides clarity and handles when it comes to matter that affect the personal responsibility. The CoC assists employees in how they should act in the name of their company. Essent feels that it is important to propagate these principles to its other parties and requires that they conform to the same. The CoC is published on: https://www.essent.nl/content/Images/212951_20201012-1532-in150-26951-coc-lieferanten-en.pdf
- 30.2 By accepting these Purchase Conditions, Supplier declares to have received the CoC and to agree to the contents thereof.
- 30.3 Essent requires from Supplier, its staff or (staff of) third parties, engaged by him, including but not limited to (sub)contractors and other auxiliaries, to endorse and comply with the Global Compact of the United Nations (hereinafter "the GC"). The GC therefore forms an integral part of the Agreement between Essent and Supplier. Hereby, Supplier declares to be familiar with the principles thereof, as published at: <https://www.unglobalcompact.org/what-is-gc/mission/principles>
- 30.4 Supplier will act in the performance of the Agreement in accordance with the CoC and the GC.
- 30.5 In order to ensure compliance with the CoC and the GC, Essent will consult Supplier. If Essent considers this appropriate, an audit may be conducted by a third party to be designated by Essent. Supplier will provide its unconditional and full cooperation hereto and acknowledges that potential findings may have an adverse effect on the relationship with Essent.

Article 31 Applicable law and dispute settlement

- 31.1 The legal relationship between the parties, the Agreement, the offer and these Purchase Conditions, shall exclusively be subject to Dutch law.
- 31.2 The Applicability of the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (Vienna Sales Convention, Treaty series 1981, 184 and 1988, 61) is excluded.
- 31.3 All disputes between the Parties, including disputes about the content or interpretation of these Purchase Conditions, the creation, content or execution of an Agreement will be submitted to the competent court in the district of East Brabant in 's-Hertogenbosch, or to the competent court in the district where the legal entity, belonging to Essent or an affiliated entity, has its seat.

Article 32 Translation

- 32.1 These Purchase condition were originally drawn up in the Dutch language. The Dutch text of these Purchase Conditions shall prevail at all times above the translated version thereof, whether or not certified.