

General Purchase Conditions

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1. Definitions

In these General Purchase Conditions, the following definitions apply:

Annex(es):	Annexes to an Agreement, forming an integral and inseparable part hereof.
Contract Year:	A contract year is a period of exactly one year starting on the date of commencement of the first contract year, unlike a calendar year, which starts on 1 January.
Service(s):	The work to be performed by the Supplier, results thereof, including all necessary Goods and Resources for the proper execution thereof, as specified in a Purchase Order and/or an Agreement of Ennatuurlijk Aardwarmte.
Documentation:	All documents, such as drawings, quality, inspection and warranty certificates, work orders, consignment notes, transfer documents, maintenance and instruction manuals with user's guides, licences, permits, information, instructions required for safe and proper transportation, use, handling, processing and storage of Goods, and specifications, required for the proper performance of an Agreement.
Ennatuurlijk Aardwarmte	Ennatuurlijk Aardwarmte Holding B.V. and its affiliated enterprise(s), being the current and future legal entities and companies that are organisationally linked to Ennatuurlijk Aardwarmte Holding B.V. within the meaning of Section 24(a) to (c) of Book 2 of the Dutch Civil Code.
Defect:	Any failure or other fault or defect as a result of which the Services and/or Goods are not suitable for the agreed and/or intended use, as well as deviations from Services and/or Goods to the detriment of Ennatuurlijk Aardwarmte.
Goods:	Property and property rights.
Resource(s):	Any instrument, tool, device or apparatus, substance or software or other article used either alone or in combination, including the software required for its proper operation, to properly perform an Agreement.
Purchase Order:	An order issued by Ennatuurlijk Aardwarmte including annexes.
Intellectual Property:	Intellectual or industrial property rights including but not limited to patent rights, neighbouring rights, database rights, trademark rights, design rights, portrait rights and copyrights.
Supplier:	The legal and/or natural person with whom Ennatuurlijk Aardwarmte contracts.
Additional Work:	Additional Work may be regarded as an extension of an Agreement.
Agreement:	All that has been agreed in writing between the Parties with regard to the supply of Goods and Services, including all annexes.
Force Majeure:	A failure in the performance of an Agreement that is not due to the fault of a Party and is also not for its own account pursuant to the law, a juridical act or generally accepted practice, constitutes force majeure, provided that a Party was not already in default with regard to those obligations that are delayed, impeded or prevented. Within this context, force majeure is in any case not understood to be: (i) lack of Staff; (ii) strikes; (iii) disputes with the Supplier's supplier(s), (iv) late delivery or unsuitability of goods required for the performance of the Services and/or Goods (to the Supplier or its suppliers), (v) liquidity or solvency problems and (vi) defectiveness of Goods and/or Services, third-party materials, or public or other networks, the use of which has been prescribed or advised by the Supplier.
Parties:	Ennatuurlijk Aardwarmte and the Supplier.
Staff:	Any person who performs or will perform work under the full control and authority of

an employer. Staff also include engaged third parties and self-employed persons who are subject to the same or similar conditions, direction, supervision and control as in-house employees.

VeWa: *Veiligheidsvoorschriften Warmte* (Heat Safety Regulations) for energy companies, to which Ennatuurlijk Aardwarmte and the Supplier conform.

HSE Plan: A Health, Safety and Environment plan applied by the Supplier when providing the Services.

2. Applicability and validity

- 2.1 These General Purchase Conditions apply to all requests, quotations, offers, orders, Purchase Orders, order confirmations, Agreements and other juridical acts relating to the delivery of Goods, performance of Services, execution of orders and performance of other work by the Supplier to Ennatuurlijk Aardwarmte.
- 2.2 The general terms and conditions or provisions of the Supplier or third parties to be engaged by the Supplier do not apply, even if they are declared applicable in documents (later), and are hereby expressly rejected.
- 2.3 "Written" or "in writing" means a document signed by all Parties or communication by registered letter or by e-mail confirmed by the receiving Party.

3. Offer and formation of agreements

- 3.1 The Supplier is obliged, prior to accepting a Purchase Order and on the basis of the information provided in good time by Ennatuurlijk Aardwarmte, to adequately investigate the nature and content of the Goods and/or Services to be supplied to which a Purchase Order relates. The Supplier cannot claim that it was not given sufficient opportunity to ascertain the nature and content of a Purchase Order.
- 3.2 An application by Ennatuurlijk Aardwarmte will be followed by an irrevocable offer from the Supplier. The Supplier's offer will be valid for at least 90 calendar days after receipt by Ennatuurlijk Aardwarmte, unless otherwise agreed in writing. Ennatuurlijk Aardwarmte is not obliged to compensate the Supplier for the costs incurred in making an offer.
- 3.3 If Ennatuurlijk Aardwarmte issues a Purchase Order in writing which is in accordance with the Supplier's offer, an Agreement is formed when Ennatuurlijk Aardwarmte sends it to the Supplier.
- 3.4 If a written Purchase Order is issued by Ennatuurlijk Aardwarmte without a prior offer from the Supplier, an Agreement will be formed if:
 - a. within 7 calendar days of the date of a Purchase Order, Ennatuurlijk Aardwarmte receives an order confirmation from the Supplier without any legal or other changes; or
 - b. within 7 calendar days, the Services and/or Goods are supplied in accordance with a Purchase Order.
- 3.5 A verbal Purchase Order may only be executed after Ennatuurlijk Aardwarmte has confirmed a Purchase Order in writing and Ennatuurlijk Aardwarmte has issued a Purchase Order number to the Supplier.
- 3.6 The Supplier's execution of any part of a Purchase Order constitutes unconditional acceptance of the entire Agreement. The Parties are authorised to amend an Agreement at any time after consultation if agreed in writing.
- 3.7 Any unforeseen additional costs or Additional Work can only be charged if agreed in advance in writing with Ennatuurlijk Aardwarmte and where possible on the basis of quotations received in advance.
- 3.8 If the Supplier commences the Services and/or deliveries of Goods without a Purchase Order number, it will do so at its own risk and expense. Ennatuurlijk Aardwarmte is not liable for any compensation in this respect and is entitled to claim that the systems and/or other property of Ennatuurlijk Aardwarmte be

returned to their original state.

- 3.9 No exclusive rights may be derived - implicitly or explicitly - from an Agreement by the Supplier with regard to the performance of Services and the delivery of Goods.
- 3.10 Drawings, models, specifications, instructions, inspection and other regulations and suchlike made available or approved by Ennatuurlijk Aardwarmte before or at the time of the formation of an Agreement form part of an Agreement.

4. Commercial conditions

- 4.1 The Supplier performs an Agreement at the prices set out in an Agreement. Unless expressly agreed otherwise, the prices are (i) in euros, (ii) fixed, (iii) exclusive of any VAT but (iv) inclusive of all other taxes, duties, levies, fees (including licence fees) and inclusive of all other costs related to the performance of the Supplier's obligations.
- 4.2 The Supplier is not entitled to suspend obligations under an Agreement.
- 4.3 Ennatuurlijk Aardwarmte is entitled to set off amounts owed to the Supplier against amounts owed to Ennatuurlijk Aardwarmte by the Supplier, its affiliated organisations within the meaning of Section 24(a) to (c) of Book 2 of the Dutch Civil Code, or its legal successor or legal predecessor.
- 4.4 The Supplier is not entitled to exercise any right of retention over property owned by Ennatuurlijk Aardwarmte or to which Ennatuurlijk Aardwarmte has any other claim. The Supplier is not allowed to set off any amounts owed against amounts owed by Ennatuurlijk Aardwarmte to the Supplier.
- 4.5 To the extent that the Services are performed at a fee based on hours worked and costs incurred, the Supplier will keep an overview, stating at least the date, quantity and price, of all costs, expenses and hours worked and will allow Ennatuurlijk Aardwarmte access to it on a weekly basis, provided that the Parties have not made any other agreements in this regard.
- 4.6 If an option to change prices has been agreed, this will not be invoked for Purchase Orders already issued.
- 4.7 Invoices may only be submitted after the agreed full or partial performance delivered by the Supplier has been accepted by the Client and under the condition that the deliveries and any work have been carried out in accordance with the Agreement.
- 4.8 The payment term is 30 days after receipt of an invoice that complies with Ennatuurlijk Aardwarmte's invoicing requirements and where the provisions of this article have been observed. Payment by Ennatuurlijk Aardwarmte in no way implies approval of the work or a waiver of rights. The invoicing requirements are listed in Annex 1.

5. Performance and guarantee

- 5.1 The Supplier guarantees to deliver the Goods and/or Services without delay and interruption. The Supplier will immediately inform Ennatuurlijk Aardwarmte of any foreseen delay. In case of late delivery of Goods, the Supplier will be in default without further notice of default.
- 5.2 Ennatuurlijk Aardwarmte has the right on reasonable grounds to delay the delivery of Goods and/or provision of Services. In this case, the Supplier will take care of the Goods and/or Services at its risk and expense. This will include, but will not be limited to, storage costs.
- 5.3 The Supplier guarantees that it will act in compliance with all applicable national and international laws and regulations, standards and norms, guidelines and codes in connection with the performance of an Agreement, including all applicable laws and regulations regarding international trade and resulting embargoes, import and export restrictions and sanction lists.
- 5.4 The Supplier complies with, acts in accordance with, and declares to be familiar with all applicable health,

safety and environmental regulations and Ennatuurlijk Aardwarmte's internal rules, which will be handed over upon request before commencement of the Services. The Supplier will avoid contamination of soil and groundwater, limit air and noise pollution at the location where the Services are performed and/or the Goods are delivered and will comply with the network and other security regulations applicable at the location. The Health, Safety & Environment Conditions, which are attached to this document as Annex 2, are part of these General Purchase Conditions.

- 5.5 The Supplier warrants that it holds the rights to the Goods, Services or parts thereof, which are necessary for the performance of an Agreement. The Supplier indemnifies Ennatuurlijk Aardwarmte against all third-party claims arising from or related to the rights to the Goods, Services or parts thereof. The Supplier is fully authorised to have the Goods at its disposal and to sell them, is in possession of all licences, permits, safety and inspection certification, product sheets, certificates of origin, end-user declarations and all other documents required to fulfil its obligations and will immediately inform Ennatuurlijk Aardwarmte of any restrictions imposed by law or otherwise. During the term of this Agreement and on request, the Supplier will inform Ennatuurlijk Aardwarmte of the status of the aforementioned documents.
- 5.6 The Supplier warrants that the delivery of the Goods and/or the use of the Services, the sale or application thereof by Ennatuurlijk Aardwarmte will not constitute any infringement or unlawful use of any Intellectual Property Right of a third party or otherwise be unlawful towards third parties.
- 5.7 The Supplier will provide proper and safe transportation, proper and safe equipment and Resources and Staff who are trained, qualified and designated in accordance with the then applicable regulations. Such Staff will speak Dutch and work in a safe, healthy and environmentally responsible manner. Ennatuurlijk Aardwarmte is entitled to check these aspects of an Agreement. The Supplier will immediately report any health, safety, environment and security issues to Ennatuurlijk Aardwarmte, as well as to the competent authority. In the event of an incident, the Supplier will, under the supervision of Ennatuurlijk Aardwarmte and/or a third party to be appointed by Ennatuurlijk Aardwarmte, immediately take all measures necessary to remedy the situation that has arisen. If any substances are released, this includes cleaning up or isolating them or preventing contamination as a result of such an incident.
- 5.8 Unless otherwise agreed, before commencing performance of an Agreement, the Supplier must acquaint itself with the conditions at the site or in the building where an Agreement is to be performed.

6. Delivery and acceptance of, and warranty on, Goods

- 6.1 Unless expressly agreed otherwise, Goods are delivered in accordance with Incoterms 2020 Delivered Duty Paid (DDP) at the place of delivery specified by Ennatuurlijk Aardwarmte, at the agreed time or within the agreed period and in the agreed scope and quality. Deliveries are notified to Ennatuurlijk Aardwarmte at least 1 working day in advance.
- 6.2 Goods will be delivered in proper packaging. Precious and reusable packaging will be taken back by the Supplier. The Supplier will provide Ennatuurlijk Aardwarmte with (copies of) all Documentation in a timely manner.
- 6.3 The Supplier warrants that the Goods comply with the specifications and requirements of an Agreement and statutory requirements, function properly, are unused, manufactured with good and durable materials and to a high standard, are free from all Defects, are not encumbered in any way and are free from pledges, reservations of title and rights of retention, and are suitable for their intended use.
- 6.4 If Goods or parts thereof within the manufacturer's or supplier's warranty do not function correctly or become defective in the opinion of Ennatuurlijk Aardwarmte, the Supplier will immediately repair or replace them at its expense. The warranty will be at least a period of 2 years unless the nature of the

Goods calls for a longer period. The warranty period commences on the date of acceptance (completion) or the date on which the Goods are put into operation, whichever is later. To the extent possible, the Supplier will leave the Goods to be replaced at the disposal of Ennatuurlijk Aardwarmte for use until Ennatuurlijk Aardwarmte has received replacement Goods. The warranty period will be extended by the period(s) during which the Goods have been out of service. The expiry of the aforementioned period will not affect the rights that Ennatuurlijk Aardwarmte can derive from the law and an Agreement. In the event of a warranty claim by Ennatuurlijk Aardwarmte, the Supplier will, free of charge, as applicable, send and install a replacement product or part immediately or will otherwise remedy the non-functioning. If, after examining the defective product or part, the Supplier can demonstrate that the damage was caused by Ennatuurlijk Aardwarmte, and Ennatuurlijk Aardwarmte accepts that, the Supplier may charge Ennatuurlijk Aardwarmte for the products or parts sent or installed and labour costs in accordance with previously agreed or communicated prices.

6.5 Ennatuurlijk Aardwarmte is entitled to refuse any Goods that:

- (i) are not delivered at the agreed time;
- ii) are not delivered in the agreed volumes and/or quantities;
- (iii) are delivered in defective or damaged packaging, or
- (iv) are delivered with one or more Defects.

Return of the Goods will be at the Supplier's risk and expense, without prejudice to Ennatuurlijk Aardwarmte's right to compensation for the loss suffered and costs incurred as a result of the Supplier's failure to fulfil its obligations.

7. Performance and acceptance of Services

7.1 The Supplier guarantees the quality and results of the Services and that they are suitable for the use or purpose intended by Ennatuurlijk Aardwarmte. The Supplier will perform the Services in accordance with the requirements and specifications of an Agreement. The Supplier will perform the Services as a competent Supplier and in accordance with high standards using appropriate materials, Goods and Resources and employing sufficient and qualified staff.

7.2 If no duration of the Services is agreed, then the Services will be provided for an indefinite period, subject to 1 month's notice for Ennatuurlijk Aardwarmte.

7.3 The Supplier is obliged to replace the results of the Services as soon as possible at its own risk and expense with results that do comply with the Agreement or to repair them if the results turn out not to comply with the guarantee provided in Article 7.1 (irrespective of when Ennatuurlijk Aardwarmte discovered or reasonably should have discovered this). This is without prejudice to Ennatuurlijk Aardwarmte's other rights under an Agreement and the law. In urgent cases and if it must reasonably be assumed that the Supplier cannot or will not provide for replacement or repair (or cannot or will not to do so properly or in time), Ennatuurlijk Aardwarmte is entitled, at the Supplier's risk and expense, to arrange for replacement or repair itself or to have this done by third parties, without the Supplier being released from its obligations under an Agreement.

7.4 Ennatuurlijk Aardwarmte will also be able to rely on the guarantee of Article 7.1 after acceptance of the results irrespective of whether Ennatuurlijk Aardwarmte made any statement at the time of completion or delivery to the effect that the results were supposedly received in good condition or were supposedly otherwise in accordance with the Agreement.

7.5 Ennatuurlijk Aardwarmte has also entered into agreements with other suppliers for the provision of Services and deliveries of Goods, and will continue to enter into agreements with other suppliers that may

match the Services to be performed and deliveries of Goods to be made by the Supplier. The Supplier will cooperate with these suppliers and ensure that the Services to be performed and deliveries of Goods to be made by it are consistent to the extent that can reasonably be expected of the Supplier.

8. Transfer

- 8.1 Unless otherwise provided in writing, Ennatuurlijk Aardwarmte will become the owner of the Goods and of the results of Services and materials forming part of the Services upon delivery. If an Agreement provides for payment in advance and/or payment in instalments, ownership will pass to Ennatuurlijk Aardwarmte after a 1st payment and the Supplier will mark the raw materials, materials and semi-finished products intended for the production/manufacturing of the Goods and the finished Goods as the property of Ennatuurlijk Aardwarmte and store them in an identifiable manner. The risk of Goods will remain with the Supplier until the moment of delivery. Goods will be delivered by means of acceptance by Ennatuurlijk Aardwarmte of the Goods and the results of Services and materials forming part of Services.
- 8.2 All Documentation and Intellectual Property Rights arising from an Agreement, including those arising from analyses, data, reports, quotations, offers, drawings, sketches, moulds, matrices, prototypes, computer software in the form of source code, object code and/or print-outs, and all associated documentation, tools and preparatory materials, belong to Ennatuurlijk Aardwarmte and will become the property of Ennatuurlijk Aardwarmte immediately after manufacture. To the extent that such a right can only be obtained by filing or registration, only Ennatuurlijk Aardwarmte will be authorised to do so. Insofar as applicable and not already done upon delivery, the Supplier will immediately transfer all documents and Documentation free of charge at Ennatuurlijk Aardwarmte's first request and cooperate in the registration of rights in Ennatuurlijk Aardwarmte's name.
- 8.3 Unless the Parties agree otherwise in writing, Intellectual Property Rights not developed under an Agreement are vested in the Supplier and the Supplier grants Ennatuurlijk Aardwarmte a non-exclusive, transferable, irrevocable, perpetual and royalty-free licence that is not limited to specific equipment or locations. If the Supplier does not own the intellectual property rights itself, the Supplier will ensure that the preceding right of use is granted to Ennatuurlijk Aardwarmte.
- 8.4 Ownership and risk of the Goods delivered under a rental agreement will remain with the Supplier. Ownership of the Goods stored under a storage agreement will remain with Ennatuurlijk Aardwarmte. The risk of such Goods will pass to the Supplier upon receipt of the Goods and will end upon delivery of such Goods to Ennatuurlijk Aardwarmte.

9. Changes, monitoring and inspection

- 9.1 The prior written consent of Ennatuurlijk Aardwarmte will be required before making any changes to (parts of) the Goods and/or changes in the Services or the performance thereof, including business and other processes, raw and other materials and/or any other changes that could affect the specifications of the Goods and/or the Services. The Supplier will inform Ennatuurlijk Aardwarmte well in advance of such changes and will enable Ennatuurlijk Aardwarmte to check and test the Goods.
- 9.2 The Supplier will ensure that Ennatuurlijk Aardwarmte or its representative has the opportunity to inspect the Goods or the manufacturing process of the Goods and/or a location where the Services or part thereof are performed.
- 9.3 The Supplier will carefully control and monitor the quality of the Goods and Services and the progress of manufacture and delivery. The Supplier will ensure that Ennatuurlijk Aardwarmte or its representative has the opportunity to attend inspections of the Goods and/or to inspect the Goods itself.

- 9.4 If inspection leads to rejection of Goods and/or Services supplied, the Supplier will, within 5 working days or as many days as reasonable given the nature of the Goods and/or Services to be supplied, arrange for repair or replacement of the Goods and/or Services at its expense. If the Supplier fails to fulfil the obligation set out above in time, Ennatuurlijk Aardwarmte will be entitled to purchase the Goods and/or Services from a third party, or to take measures itself or have measures taken by a third party at the Supplier's risk and expense.
- 9.5 Outcomes of inspections and/or tests, as well the performance or non-performance thereof, will not release the Supplier from any warranty, obligation or liability.

10. Liability and compensation

- 10.1 The Supplier will be liable to Ennatuurlijk Aardwarmte, and will indemnify and hold Ennatuurlijk Aardwarmte harmless for any damage or loss attributable to the Supplier, suffered, incurred or imposed and arising out of or in connection with an Agreement, including its execution and the use and/or sale of the Goods and/or the use of the Services by Ennatuurlijk Aardwarmte and third parties engaged by Ennatuurlijk Aardwarmte.
- 10.2 The Supplier will be fully liable for correct and timely payment of all taxes and levies due in connection with the execution of an Agreement and will indemnify Ennatuurlijk Aardwarmte against any claim and compensation relating to obligations in respect of taxes, levies, contributions and any claims of third parties, including the government.
- 10.3 Ennatuurlijk Aardwarmte is not liable for any damage or loss based on or arising from an Agreement unless it results from wilful misconduct or gross negligence on the part of Ennatuurlijk Aardwarmte.
- 10.4 Neither party will be liable to the other party for a failure in the performance of an Agreement if and to the extent such failure is caused by Force Majeure. If a Force Majeure situation continues for more than 30 days, Ennatuurlijk Aardwarmte will be entitled to terminate an Agreement in whole or in part. In the event of Force Majeure, Ennatuurlijk Aardwarmte will be entitled to suspend its obligations towards the Supplier and, if desired, to engage a third party. In the latter case, the Supplier's specific obligation under an Agreement to which the third party's supply relates will lapse, without Ennatuurlijk Aardwarmte owing any damages or other compensation to the Supplier.

11. Insurance

- 11.1 The Supplier is obliged to take out adequate insurance against liability and risks. The Supplier will take out and maintain such insurance as is adequate to cover the risks of an Agreement and its performance. At the request of Ennatuurlijk Aardwarmte, the Supplier will provide it with the insurance certificates and inform it of any changes.
- 11.2 With regard to liability, the Supplier will maintain insurance up to an insured sum of at least € 2,500,000 per event.
- 11.3 For new construction, refurbishment, expansion, replacement and/or repair activities, exceeding an amount of € 500,000, the Supplier will already consult with Ennatuurlijk Aardwarmte in the offer phase as to who is responsible for taking out CAR insurance. In the absence of consultations, the Supplier will be responsible for taking out proper and adequately covered CAR insurance in good time.

12. Confidentiality and Privacy

- 12.1 The Supplier undertakes to keep secret all confidential business information, drawings, diagrams and other business data which it obtains from Ennatuurlijk Aardwarmte or from any other source within the

framework of an Agreement and not to communicate this information to third parties, make it available, submit it for inspection or otherwise make it accessible other than necessary within the framework of the execution of an Agreement and after written permission from Ennatuurlijk Aardwarmte.

- 12.2 The Supplier is not allowed to give any form of publicity to the content, realisation or execution of an Agreement without the prior written consent of Ennatuurlijk Aardwarmte.
- 12.3 The Supplier will comply with all requirements set by laws and regulations regarding personal and other sensitive information, such as, for example, the General Data Protection Regulation (hereinafter "GDPR"). If the Supplier is a processor within the meaning of the GDPR, the Parties will enter into a processing agreement to that effect. The Supplier guarantees that it has concluded processing agreements with third parties it engages that are (sub)processors of personal data.
- 12.4 Ennatuurlijk Aardwarmte reserves the right to use the knowledge gained as a result of the performance of the work for other purposes, to the extent that no confidential information is disclosed to third parties in the process.

13. Suspension and Termination

- 13.1 Ennatuurlijk Aardwarmte is entitled to suspend the performance of its obligations in full or in part or to terminate an Agreement with immediate effect, without prejudice to its right to compensation and without any obligation to indemnify the Supplier, without further notice of default or without judicial intervention:
- I. in the event that the Supplier has ceased to pay its debts, has been granted a moratorium or has filed a petition to that effect, has been declared insolvent, has terminated or suspended all or a substantial part of its activities, or finds itself in a similar situation;
 - II. in case of non-compliance with regulations on import or export of, or restriction on the use of, chemicals or the provisions on health, safety, environment, laws and regulations related to the services performed and security;
 - III. in the event of unapproved changes in accordance with Article 9, in which case Ennatuurlijk Aardwarmte may return Goods and/or Services received in whole or in part at the Supplier's expense and against repayment and transfer of ownership to the Supplier;
 - IV. in the event that the Supplier must otherwise reasonably be deemed unable to perform its obligations or fails to perform material obligations under an Agreement;
 - V. in the event the Supplier fails to take the measures it is required to take under Article 13.5.
- 13.2 If an Agreement is terminated pursuant to Article 13.1, the Supplier will refund to Ennatuurlijk Aardwarmte the payments already made to it for which no performance has yet been delivered, increased by statutory interest on the paid amount from the day on which this amount was paid. If an Agreement or a Purchase Order is partially terminated, the repayment obligation exists only insofar as the payments relate to the terminated part.
- 13.3 If an Agreement is terminated (early or otherwise) for any reason whatsoever, the Supplier will do what is reasonably necessary, at a reasonable fee and at Ennatuurlijk Aardwarmte's first request, to ensure that a new supplier or Ennatuurlijk Aardwarmte itself can take over the execution of the Agreement without impediments and/or supply similar Services and/or Goods for the benefit of Ennatuurlijk Aardwarmte. Moreover, the Supplier will immediately return to Ennatuurlijk Aardwarmte all documents, books, records and other items (including data and information carriers) made available to it by Ennatuurlijk Aardwarmte.
- 13.4 If an Agreement is terminated, all claims that the Parties may have or acquire against each other will become immediately due and payable in full.

13.5 In the event that in all reasonableness - for example through an assessment by a rating agency - any doubt arises about the solvency and/or creditworthiness of the Supplier, the Supplier will be obliged to cooperate in taking adequate measures to provide security for Ennatuurlijk Aardwarmte, including by one or more of the following measures:

- a. the provision of an unconditional and irrevocable bank guarantee for an indefinite period of time for an amount to be determined by Ennatuurlijk Aardwarmte, issued by a reputable financial institution in the Netherlands, which financial institution is supervised by De Nederlandsche Bank, and which financial institution has an 'A' rating, or higher, according to a rating agency;
- b. the granting of unconditional suretyship for an indefinite period of time for an amount to be determined by Ennatuurlijk Aardwarmte, issued by a reputable financial institution in the Netherlands, which financial institution is supervised by De Nederlandsche Bank, and which financial institution has an 'A' rating, or higher, according to a rating agency;
- c. the provision of a declaration of liability by the parent company of the Supplier, provided that this parent company is sufficiently creditworthy in the opinion of Ennatuurlijk Aardwarmte;
- d. the payment of a deposit to be determined by Ennatuurlijk Aardwarmte into an account to be determined by Ennatuurlijk Aardwarmte. The costs of said measures will be borne by the Supplier and no interest on the amounts will be paid to the Supplier.

14. Hirer's liability and vicarious tax liability

14.1 The Supplier will, at the first written request of Ennatuurlijk Aardwarmte, within thirty (30) days counting from the receipt of such request, and only later if the Dutch Tax and Customs Administration is unable to provide the requested statement within the aforementioned period for reasons attributable to it, submit to Ennatuurlijk Aardwarmte a satisfactory written statement demonstrating that the Supplier has paid turnover tax, wage tax, national insurance contributions and employee insurance contributions in time and in full for all Staff engaged by the Supplier in connection with the execution of an Agreement.

14.2 The Supplier's Staff and the Staff of any subcontractors engaged by the Supplier will at all times be able to identify themselves with a legal identification document.

14.3 The Supplier's Staff from outside the EU/EEA and Switzerland must have a valid work permit and be able to show this at all times upon request by Ennatuurlijk Aardwarmte. The Supplier will indemnify Ennatuurlijk Aardwarmte against any fines in this context or will allow Ennatuurlijk Aardwarmte to pass these on to the Supplier.

14.4 If and to the extent that the hirer's liability and/or vicarious tax liability based on Sections 34 and 35 of the Collection of State Taxes Act 1990 may apply to an Agreement, the Supplier will comply with all obligations arising from this Act.

14.5 The Supplier is obliged to cooperate in:

- a. creating guarantees for the payment of taxes and social security contributions related to the work; and
- b. indemnifying Ennatuurlijk Aardwarmte against wage and turnover tax and/or social security contributions in respect of work carried out for the execution of an Agreement through the use of a G account with a banking institution.

14.6 The Supplier will ensure that its invoice complies with the invoicing requirements set by laws and regulations and will keep records of its Staff, regardless of whether they have been hired or have performed work on a (sub)contract basis, and the days and hours during which these persons performed the work for Ennatuurlijk Aardwarmte. These records also include the name, date of birth, nationality and Citizen Service Number of the persons concerned. Furthermore, where applicable, the Supplier will

provide the name, address and place of residence of the subcontractor(s)/supplier(s) prior to, or no later than at the time of performance of the Services. The Supplier will include a copy of the identity document in its records of all employees with a non-Dutch nationality, with the exception of EEA/EU and Swiss nationals.

14.7 The Supplier will state the following in the invoice:

- a. the G account number with the banking institution or the deposit account number into which part of the invoice amount is to be paid,
- b. a description of the work, as well as the wage amount pursuant to the Wages and Salaries Tax Act. The percentage of social security contributions and wage tax to be paid into the G account or directly by means of a deposit account with the Dutch Tax and Customs Administration is set at 40%.

14.8 At the request of Ennatuurlijk Aardwarmte, the Supplier's invoices must be accompanied by or refer to the records showing which persons were deployed on which days and for how many hours per day for the provision of Services.

15. Measures to prevent sham employment contracts

15.1 The Supplier will comply with applicable laws and regulations and an applicable collective agreement in the performance of an Agreement and will record all employment conditions for the purpose of the performance of an Agreement in a comprehensible and accessible manner. When asked, the Supplier will immediately grant the competent authorities access to these employment conditions and will cooperate in any inspections, audits or validation of wages.

15.2 If requested, the Supplier will provide Ennatuurlijk Aardwarmte with access to the employment conditions if Ennatuurlijk Aardwarmte deems this necessary in connection with the prevention or handling of a claim for wages relating to work performed for the purposes of an Agreement.

15.3 The Supplier is obliged to impose the obligations under Article 15.1 and 15.2 in full on all parties with whom it contracts for the purposes of performing an Agreement. The Supplier is obliged to also stipulate that such parties subsequently include the obligations contained in this Article 15 in full in contracts it enters into with others for the purpose of performing an Agreement, or the resulting and/or related agreements.

16. General

16.1 If any provision of these General Purchase Conditions or any Agreement should be or become invalid, the remaining provisions will remain in full force and effect. The Parties will replace the invalid provision(s) with a provision that approaches the intention of the original provision as closely as possible and is legally valid.

16.2 In case of any conflict between provisions of these General Purchase Conditions, a Purchase Order, an Agreement or Incoterms, the following ranking order will apply, whereby a higher ranked document will prevail over a lower ranked document:

1. Purchase Order
2. Agreement
3. Purchase Conditions
4. Annexes to 1, 2 or 3
5. Incoterms

16.3 The Supplier may only transfer an obligation under an Agreement to a third party with the prior written consent of Ennatuurlijk Aardwarmte. Reasonable conditions may be attached to this consent.

- 16.4 The Supplier guarantees that it will transfer material and warranty obligations under these General Purchase Conditions and an Agreement to its possible legal successors or to an affiliate of the Supplier upon termination, merger or acquisition of its business. The Supplier or its legal successor will inform Ennatuurlijk Aardwarmte immediately and proactively in case of intended changes.
- 16.5 Ennatuurlijk Aardwarmte is free to transfer rights and obligations under this agreement to a third party without the consent of the Supplier.
- 16.6 Obligations which by their nature are intended to continue after termination of an Agreement will continue to apply after termination or dissolution of an Agreement. These obligations include Articles 5, 6, 7, 8, 10, 11, 12, 14 and 15 of these General Purchase Conditions.
- 16.7 If the Supplier - for whatever reason - fails to comply with the conditions set out in Articles 8.2, 11 and 12, Ennatuurlijk Aardwarmte will be entitled to charge the Supplier a penalty of € 10,000 for each violation and € 1,000 for each day that the violation continues, without prejudice to Ennatuurlijk Aardwarmte's right to charge the Supplier for the loss actually suffered in addition to this penalty.
- 16.8 Nothing in an Agreement will be deemed to create an agency, partnership, joint venture or employment relationship between the parties.
- 16.9 These General Purchase Conditions and any Agreement are governed by Dutch law.
- 16.10 The UN Convention on Contracts for the International Sale of Goods explicitly does not apply.
- 16.11 Any dispute will in the first instance be subject to the decision of the competent judge of the District Court of Noord Holland/Alkmaar. Pending a dispute, neither party will be relieved of its obligations under an Agreement, except for those obligations directly related to the dispute.



Ennatuurlijk Aardwarmte

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Annex 1: Invoicing requirements of Ennatuurlijk Aardwarmte

Legal invoicing requirements:

- A. Invoice date;
- B. Unique invoice number;
- C. Clear description of the goods or services supplied
- D. Date of delivery of goods or provision of services if this date can be determined and differs from the invoice date;
- E. Breakdown of amounts relating to reimbursement of different VAT rates;
- F. Unit price excluding VAT and any discounts (if applicable);
- G. The VAT rate applied and the amount of VAT payable;
- H. The VAT amount must be expressed in the currency of the Member State where the supply of goods or services takes place;
- I. If there is an exemption, reverse charge or intra-Community supply, this should be mentioned in the invoice;
- J. VAT number of the supplier if supply is subject to VAT (for the Netherlands, the VAT number is 14 positions long);
- K. Name and address of the supplier;
- L. Chamber of Commerce/Trade Register number;
- M. Name and business address of the customer, only a PO Box number will NOT be enough! This is based on accounting and invoicing requirements.

Legal invoicing requirements apply to both Dutch invoices and invoices from EU countries. If any of the above requirements are missing or incorrectly stated in the invoice, the invoice will not be processed by Ennatuurlijk Aardwarmte and will be returned.

Additional Ennatuurlijk Aardwarmte invoicing requirements:

- a. The invoice states the customer's legal business name, in accordance with the Chamber of Commerce registration.
- b. The invoice must state a purchase order number;
- c. Send the invoice to the invoice address of Ennatuurlijk Aardwarmte
- d. Credit notes should be credited all at once, i.e. the amount in the credit note should be exactly the same as the invoice to be credited. The credit note should also state the invoice number to which the credit note relates;
- e. The contact person or budget holder (if known);
- f. In case of delivery/invoicing in instalments: state the relevant instalment;
- g. If the invoiced amount exceeds the purchase order, contact your contact person first. Send a separate invoice for Additional Work;
- h. State the bank account into which payment is to be made and the currency in which payment is to be made.

If the invoice does not meet invoicing requirement, the invoice will be returned. If the other additional invoicing requirements are not met, Ennatuurlijk Aardwarmte cannot guarantee that the invoice will be paid within the specified period.

Invoices should preferably be sent to the e-mail address below:

inkoopfacturen@ennatuurlijkaardwarmte.nl or by regular post to the postal address.

Annex 2: Health, Safety and Environment - Supplier Safety Conditions

General

Ennatuurlijk Aardwarmte finds it important that work is performed safely and that our employees and those of our suppliers return home safe and sound. That is why we place high demands on ourselves and our suppliers when it comes to HSE.

It is important that suppliers are aware that working for Ennatuurlijk Aardwarmte requires them to use fully classified and instructed Staff as referred to in the then applicable regulations.

This means that suppliers should, at their own expense and responsibility, train their employees in a manner that is appropriate to the work they perform and designate them appropriately according to the regulations applicable at the time.

This includes obligations arising from the below-mentioned standards, industry rules, company rules and obligations arising from the regulations applicable at the time.

Maintenance and management

In addition to the General Purchase Conditions (GPC), the following Supplier Safety Conditions in any event form an integral part of the order when awarding contracts for the performance of new construction and maintenance activities:

1. The supplier is VCA** certified or has equivalent certification;
2. All employees hold a valid VCA personal certificate, managers: VOL-VCA (Safety for Operational Managers);
3. Employees performing work have, insofar as relevant in the context of the work to be performed, a designation under:
 - a. VeWa;
 - b. NEN 3140 NEN 3840
 - c. VIAG (Natural gas safety instruction);
 - d. The supplier ensures that effective measures in the areas of first aid, fire fighting and evacuation are in place. To this end, sufficient employees have been appointed company emergency response team members who have been trained for this purpose.
4. Employees must have received manhole monitoring training and instructions on how to handle the associated measuring equipment (only if the work is specified in an Agreement that allows work to be carried out in confined spaces).
5. An HSE plan must be drawn up for carrying out the work mentioned in the context of an Agreement. This HSE plan should include the risks and associated measures that can be expected in the work to be performed under the Agreement. When encountering specific risks, a Task Risk Analysis (TRA) should be drawn up, which can then form part of
 - a. VeWa
 - b. NEN 3140
 - c. NEN 3840
 - d. VIAG (Natural gas safety instruction)This HSE plan should be evaluated at least annually and renewed on the basis of this evaluation;
6. Before work is started, the HSE plan under an Agreement should:
 - be submitted to the HSE department of Ennatuurlijk Aardwarmte;
 - have been discussed (to be demonstrated by means of signatures) with all employees performing work under the Agreement.
7. If subcontractors are used, they should also comply with the requirements mentioned in 3, 4 and 5.

The subcontractor agrees in writing to the supplier's current HSE plan or it is recorded that they will work according to their own HSE plan. In this context, it should be clearly defined who has HSE coordination;

8. As a minimum, employees possess the following personal protective equipment:
 - Fire-retardant safety clothing that covers the whole body;
 - Safety shoes (of a class tailored and appropriate to the work to be performed);
 - Safety glasses with side shields;
 - Helmet and/or bump cap;
 - Hearing protection (sound pressure > 80 dBA).
 - All PPE prescribed for the work they perform.
9. Before starting work, a start-work meeting should be held at which all employees performing work on the site should be present; a report should be made of the start-work meeting, signed by all employees who were present at the start-work meeting. If due to certain circumstances, employees were not present at the start-work meeting, they should still attend the start-work meeting at the time they report to the site to perform work. If the nature of the work changes or after an accident or serious incident, another start-work meeting should be held;
10. Employees present on the site must be able to identify themselves with an identity document that is valid in the Netherlands;
11. The language of communication is (in principle) Dutch. If foreign employees are deployed, it should be ensured by the relevant supplier(s) that they can be instructed in a comprehensible way. It is also ensured that appropriate action can be taken in case of emergencies by signalling in Dutch;
12. If an accident or (serious) incident occurs, this should be reported immediately to the contact person on behalf of the client;
13. A workplace inspection will be carried out at least once a month and a written report will be made. The report should be part of the HSE file that must be available on the site.
14. While carrying out work on our site, toolboxes should be held, of which written reports should be made. The reports form part of the HSE file available on the site.

Various safety requirements of Ennatuurlijk Aardwarmte are included at

<https://ennatuurlijk.nl/downloads-en-formulieren-ennatuurlijk-aardwarmte> under the heading 'Veiligheid'.

These only apply in specific situations.

Annex 3: Installation Responsibility (IR)

- Installation responsibility for all installations lies with Ennatuurlijk Aardwarmte's Installation Manager.
- The Installation Manager is appointed by the management of Ennatuurlijk Aardwarmte in writing. This applies to all heat, electrical and gas technical installations.
- If applicable, an Operational Installation Manager has been appointed by the Installation Manager.
- The supplier is the party who is responsible for the work. In this context, the party responsible for the work must submit work plans (WPs), framework orders (FOs) and operating plans (OPs) arising from the VeWa, NEN 3140 and VIAG to the Installation Manager or, if appointed, the regional Operational Installation Manager of Ennatuurlijk Aardwarmte.
- The work that may be carried out on the basis of a framework order (FO) is determined by Ennatuurlijk Aardwarmte's Installation Manager.
- Framework orders (FOs) are valid for a maximum of 1 year.
- Maintenance and dealing with breakdowns is the responsibility of the Installation Manager or, if designated, the Operational Installation Manager, and should be coordinated with him as such.
- The person performing work must have a valid designation in the relevant area.
- Deviations and bottlenecks arising from the inspections carried out are submitted to Ennatuurlijk Aardwarmte's Installation Manager and solutions will be chosen in consultation.
- Permanent and temporary changes to installations (and/or parts thereof) should be recorded on drawings and delivered to the client.
- The frequency and scope of the inspections relating to the electrical, heating and gas installations are determined by Ennatuurlijk Aardwarmte's Installation Manager.