

Croon Elektrotechniek Aruba N.V. General Purchase Conditions

Services and/or subcontracting

F5.06_v2_14-5-2021

Article 1 General

1. In these general purchase conditions the following terms have the following meanings:

General Terms and Conditions: present general purchase conditions;

employment conditions: all agreements regarding the wages owed to employees;

assignment agreement: a contract for the provision of services, together with a contractor agreement or any other agreement, as concluded by the Client with the Contractor;

Client: Croon Elektrotechniek Aruba N.V.;

Contractor: the natural person or legal entity with whom the client has entered into an agreement of assignment or a contractor agreement, or any other agreement on the basis of which the characteristic performance will be delivered by the Contractor;

principal: the natural person or legal entity with whom the client has entered into an agreement of assignment or a contractor agreement, or any other agreement on the basis of which the characteristic performance will be delivered by the Client;

staff member(s): the employees and auxiliary personnel engaged by the contractor for the execution of the assignment agreement;

payroll taxes: the wage tax, premiums, employee insurance contributions and AZV contribution jointly.

2. These General Terms and Conditions apply to all requests, offers, activity, agreements, related legal acts and furthermore to any request to a possible Contractor to submit an offer which may lead to an agreement of assignment, to be given by the Client.

The offers of the Contractor are binding for the period stated in the offer, yet at least for a period of six (6) months. The assignment agreement given by the Client will be signed by the Contractor immediately and returned to the Client. However, the assignment agreement is deemed to have been accepted by the Contractor if the Contractor has not indicated the contrary in writing to the Client within eight (8) days of the date of the assignment. Unless agreed otherwise in writing.

3. The applicability of general conditions of sale and delivery or other conditions, that are used by the Contractor or that are generally declared applicable, are explicitly rejected by the Client, unless and insofar as the Client has explicitly accepted their applicability in writing. In the event of a conflict between these General Terms and Conditions and provisions in an agreement agreed between the parties, the provisions of the agreement will prevail.

Article 2 Safety

1. Both the Client and the Contractor consider ensuring a healthy and safe working environment for their employees and staff members as a priority. The Contractor is obliged to actively support the Client in achieving its objective(s) in the area of safety standards.

2. The Health & Safety Plan ("VGM/Safety-plan"), which will be prepared in respect of the work location, will be complied with by the Contractor without reservation. The Contractor will furthermore, without being able to claim any additional payment, be obliged to follow all instructions given to the Contractor by the coordinator who is charged with supervising compliance with the plan on behalf of the Client.

3. If the Contractor also has to prepare a VGM-plan

with due observance of the applicable laws and regulations, then this should be in line with the Client's VGM-plan as much as possible, but should in no case be in conflict with it. Prior to the start of the Contractor's work, the Contractor must submit its VGM-plan to the Client for assessment. The Contractor will actively inform its staff members about the content of the applicable VGM-plan.

4. Unless stipulated otherwise in the assignment agreement, the Contractor and his staff members must work on the construction site with due observance of a safety management system.

Article 3 Laws, regulations & permits

The Contractor is deemed to be familiar with all relevant laws and regulations, bylaws, regulations and policy rules that apply to the execution of the assignment, including those in the area of safety, the environment, working conditions, wage rates and payment. In addition, the Contractor is obliged to take all required measures to comply with such laws, policy rules, regulations and bylaws. The Contractor also gives permission for the submission of a Fiscal Behavior Statement (Departamento di Impuesto) when the Client asks for it.

Article 4 Data

All drawings, designs, models, specifications, digital data and other data that are provided to the Contractor by the Client for the preparation or execution of the assignment, remain the property of the Client.

Article 5 Price

The price, tender amount or contract sum agreed upon with the Contractor is fixed. Alterations in costs of materials, wages or other costs are not settled, unless stipulated otherwise in the assignment agreement.

Article 6 Construction and other materials

1. The services to be performed by the Contractor must comply with:

a. the description and/or specification that the Client provided to the Contractor;

b. the reasonable expectation that the Client may have.

2. The Contractor guarantees and ensures at its own expense that its staff members have all the skills required for a professional, safe and efficient execution of the assignment agreement. The employees must have the required certificates.

3. In the event of misbehavior or unsuitability of one or more staff members or in the event of refusal by one or more staff members to comply with regulations or directions in the area of safety, working conditions, order or the environment, the Client is entitled to deny the concerning staff member(s) access to the work location or to remove the staff member(s) from the work location. In such a case, the Contractor is obliged to immediately arrange for a proper replacement of the staff member(s) concerned, without the Client being obliged to reimburse any costs arising therefrom to the Contractor.

4. the work and rest periods on the construction site and the public holidays recognized generally or at the work location, as well as holidays or other collective days off which are prescribed by the government or in a collective labor agreement to which the Client is bound, will also be observed by the Contractor.

5. The Client must be notified immediately orally and in writing of all accidents or near-accidents on the construction site, in which the staff members are involved or which have been observed by the staff members.

6. During the execution of the work, the staff members must be able to show their proof of identity on demand as well as the document showing the residence status with regard to the execution of work. The Contractor will ensure that the Client is enabled to comply with its statutory duty to establish the identity and legality of staff members.

7. Unless agreed otherwise, the Contractor is not permitted to employ staff members of the Client, directly or indirectly, or otherwise to have work carried out for the benefit of the Contractor or to approach these staff members for a position elsewhere.

Article 7 Equipment

1. Unless stipulated otherwise in the assignment agreement, the Contractor must provide all the tools, personal protective equipment and other equipment necessary for the realization of the work.

2. After the performance of assignment, the Contractor must immediately return all the equipment owned by the Client to the Client in good condition.

Article 8 Execution

1. The progress of the execution of the Contractor's work will be properly and regularly recorded in writing by the Contractor on the instructions of the Client.

2. All instructions provided to the Contractor by the Client relating to the execution of the assignment must be followed without reservation.

3. If the assignment includes the making of drawings or calculations, the execution of the work of the Contractor may not commence until those drawings or calculations have been approved by the Client.

Article 9 Subcontracting

1. The assignment agreement, which the Client has provided to the Contractor, may not be wholly or partially be carried out by a third party, unless this is done with the prior written consent of the Client.

2. At all times, the Contractor remains responsible for work that the Contractor has carried out by a third party with the consent of the Client.

Article 10 Changes, more and less work

1. If, in the opinion of the Contractor, additional or less work occurs, the Contractor must notify the Client of this in writing, stating the consequences in terms of time and cost. The execution may not commence before an additional written assignment has been issued, unless it is explicitly indicated by or on behalf of the Client that the execution of the additional or less work cannot be postponed and therefore implementation should start.

2. Payment will only take place if the changes have been accepted by the Client in writing.

3. The Contractor is obliged to implement changes that are the result of unforeseen circumstances in the contract, which by its nature belong to the assignment agreement, without charging extra costs.

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Article 11 Commencement, duration and completion

The execution or delivery period stated in the assignment agreement is binding, on the understanding that the Client has the right at all times to extend this delivery period until a time to be specified. If it is not possible to start with the execution of the assignment at the specified time, then the Client is not liable for the consequences of such a postponement, regardless of the cause.

The Client must be informed of any (imminent) stagnation in the progress of the execution of the assignment or of any (imminent) exceeding of the deadline at which the assignment must be carried out or delivered.

If such a stagnation or exceeding is the result of a situation, which can be attributed to the Contractor, then the Contractor is in default. The Client then holds the right to set a new deadline within which the Contractor will be able to fulfill its obligations.

Article 12 Warranties

1. The Contractor guarantees to the Client, as well as to the principal, that the Assignment will be performed by the Contractor according to the requirements of good and sound workmanship in accordance with the provisions of the assignment agreement and those of the applicable specifications and further with compliance of all other reasonably applicable requirements, standards and regulations.

2. If no other term and/or commencement date is included in the Client's assignment agreement or the applicable specifications, a warranty period of twelve (12) months after completion of the project applies.

Article 13 Liability and insurance

The Client is entitled to compensation for all damages resulting from defects in the materials supplied or work performed by the Contractor or from any other shortcoming that can be attributed to it. Furthermore, the Contractor is liable for all damages resulting from errors made by staff members. At its own expense, the Contractor must ensure a proper insurance that covers its legal and contractual liability for damages

Article 14 Intellectual property

The Contractor guarantees that the use of the materials delivered or applied by the Contractor does not infringe the intellectual property rights of a third party. The Contractor indemnifies the Client against all claims that are instituted in respect of such an infringement.

Objects and working methods that the Contractor has developed in collaboration with or on the instructions of the Client become and remain the property of the Client.

Article 15 Payment

1. Payment can only be made if and insofar as the goods delivered and/or work performed by the Contractor have been approved by the Client and the Contractor has, in addition, fulfilled all its other obligations under the assignment agreement and these General Terms and Conditions. Unless agreed otherwise, payment will then take place within 30 days of receiving the Contractor's invoice

2. In the event of bankruptcy, or if the Contractor

does not provide a positive payment history report from the tax authorities, the Client is entitled to suspend its payment obligations until the Client has received an approving or positive payment history report from the tax authorities.

Article 16 Prohibition of the assignment of claims and pledging

1. Claims that the Contractor has or obtains against the Client cannot be transferred or pledged without the prior consent of the Client.

2. This provision applies as a clause with legal effect under property law as referred to in the relevant laws and regulations.

Article 17 Assurance

The Client has the right to require the Contractor to provide assurance, to the satisfaction of the Client, for the fulfillment of the Contractor's obligations in respect of the assignment agreement.

Article 18 Termination

1. In the event of an attributable failure to perform the obligations by the Contractor, the Client will have the right to terminate the assignment agreement provided to the Contractor without any prior warning or notice of default in whole or in part by means of a single written statement addressed to the Contractor

2. In the event of termination, the Client will be able to claim compensation for all damages suffered by the Client. The damages will also include: the additional costs that the Client must pay to have the assignment, issued to the Contractor, carried out or completed by a third party.

3. In the event of termination of the assignment agreement, the Contractor is obliged to take back the materials that have been supplied by the Contractor, but which the Client can no longer use as a result of the termination, as soon as possible, but in any case within one month after termination against a refund of all payments that the Contractor may have already received.

Article 19 Nondisclosure

1. In respect of, but not limited to, all data, information and knowledge regarding the assignment or the Client, of which the Contractor has taken cognizance for the assignment issued to him, the Contractor will observe absolute confidentiality. The Contractor agrees that, at the request of the Client, a specific nondisclosure agreement will be signed in addition to the above.

2. The Contractor is prohibited from keeping important documents and copies outside the working atmosphere for longer than is necessary for the performance of the assignment agreement. The Contractor is obliged to return the documents immediately after the assignment and not to keep copies.

Article 20 Applicable law, disputes & consequences of nullity or voidability

1. Aruban law applies to the assignment agreement provided to the Contractor. If any provisions of the assignment agreement or these General Terms and Conditions is in conflict with mandatory law, then that provision is nonbinding, but the other provisions remain in full force. A provision that is void or voidable will in that case be replaced by a provision that comes closest to what the Client had in mind when drawing up the

conditions on that topic.

2. If and insofar as the Contractor is established outside Aruba, the Client may (in the event of the Contractor's exclusion), without prejudice to the foregoing, have disputes with the Contractor settle at all times by the competent foreign court. If the Client is the winning party in any dispute, the Contractor is obliged to reimburse the Client for all litigation and extrajudicial costs