



SUPPLEMENTARY GENERAL TERMS AND CONDITIONS OF PURCHASE

These provisions are supplementary to the General Terms and Conditions of Purchase of Stork N.V., with registered office at Naarden, and all its affiliated companies.

The following conditions apply between Stork and the Supplier, in addition to Stork's General Terms and Conditions of Purchase, if any one of the following Articles are applicable to the Supply: Article 16, 16b and 16bb of the Dutch Social Insurances Coordination Act (*Coördinatiewet Sociale Verzekering*) and Article 34, 35, 35a and 35b of the Tax Collection Act of 1990 (*Invorderingswet 1990*), as well as the associated orders and directives, referred to jointly hereinafter as the Sequential Liability Act (*Wet Ketenaansprakelijkheid*), or if it may reasonably be assumed that the provisions of the Sequential Liability Act apply.

1. Prior to the commencement of the work, the Supplier shall fully, truthfully and accurately complete the declaration annexed to these Supplementary General Terms and Conditions of Purchase; Stork is entitled to put on hold any work that has already been started until the declaration has been completed, signed and submitted to Stork. The declaration must be completed to the satisfaction of Stork, in witness whereof a copy countersigned by Stork shall be returned to the Supplier.
2. On the first request of Stork, the Supplier shall provide Stork with one or more of the following documents:
 - a. VRO registration;
 - b. permanent residence permit, if required;
 - c. a recent extract from the Trade Register of the Chamber of Commerce.
 - d. VCA certificate;
 - e. employee's proof of identity;
 - f. employee's work permit.
3.
 - a. On each first request of Stork, the Supplier shall provide Stork with an original declaration issued by the tax authorities and the Social Insurance Authority (*Uitvoeringsinstituut werknemersverzekeringen (UWV)*) in respect of its payment record, as intended by the Directives enacted in connection with the Sequential Liability Act
 - b. Without prejudice to the provisions of Article 3.a., the Supplier shall provide, on each first request of Stork, an original declaration issued by a Dutch Chartered Accountant (*Register Accountant*) or an original declaration issued by a Dutch Administration Consultant (*Accountant Administratieconsultant (AA)*), to the effect that the obligations in respect of payment of social insurance contributions and income tax, as contemplated by the Sequential Liability Act, have been met in full.
 - c. The original declarations, as referred to Articles 3.a. and 3.b., must not be older than three (3) months and will be returned to the Supplier after inspection by Stork.
4. Any changes in the information contained in the declaration referred to in Article 1 shall be notified to Stork without delay, in which case Stork reserves the right to set supplementary conditions.
5.
 - a. Save with the written permission of Stork, work shall not be performed, either by subcontracting or by hired personnel, by any persons other than personnel of the Supplier.
 - b. If written permission is given by Stork, this shall be deemed to be given subject to the condition that a written contract is concluded between the Supplier and its subcontractor, which incorporates the General Terms and Conditions of Purchase of Stork and these Supplementary General Terms and Conditions of Purchase, in such a manner that the Supplier then assumes the legal position of Stork and the subcontractor that of the Supplier. The Supplier shall provide Stork with a copy of the contract. All the rights obtained by the Supplier for itself through the application of these Supplementary General Terms and Conditions of Purchase shall, in this way, be passed on to Stork by the Supplier.
6. The Supplier shall promptly fulfill all its legal obligations as a withholding agent. On the first request of Stork, the Supplier shall allow Stork to inspect its personnel records, time and wages records and tax returns and payment records with respect to the Tax Authorities and the Social Insurance Authority (UWV). The Supplier shall keep records in accordance with the requirements as contemplated in Article 16 b. 8 of the Dutch Social Insurances Coordination Act.
7. If Stork has had to pay tax and/or Social Insurance contributions, after being made liable for payment thereof due to non-payment of these contributions by the Supplier or by Supplier's subcontractors, then Stork shall be entitled to recover from the Supplier the full amount paid by Stork. The claim submitted by Stork shall be increased by the refinancing interest rate of the European Central Bank (ECB) plus 7% with effect from the day of payment by Stork to the collecting agency or agencies, as well as by legal and extralegal collection charges.
8.
 - a. With regard to contributions payable by the Supplier in respect of the Supply pursuant to the social insurance acts and income tax (*loonbelasting*), for which Stork is severally liable by law, Stork shall always have the right to deduct said contributions and tax from the price and to pay the Supplier by transfer into its blocked account(s) within the meaning of the Sequential Liability Act.
 - b. Without prejudice to the foregoing provisions, Stork is entitled at any time to pay, on behalf of the Supplier, the above-mentioned social insurance contributions and income tax directly to the Social Insurance Authority (UWV) and the Collector of Direct Taxes, as the case may be.
- c. Stork has the right to require the Supplier to furnish adequate financial security in the form of bank guarantees or sureties for the sum(s) that Stork reasonably believes it could be called upon to pay pursuant to the Sequential Liability Act.
- d. In the event of Stork exercising the rights referred to in Articles 8.a. and 8.b., the Supplier shall be bound promptly to comply with the Administrative Order 2004 Regarding Hirers' Liability, Sequential Liability and Clients' Liability (Order promulgated by the Dutch Minister of Social Affairs and Employment and the Secretary of State for Finance on 15 December 2003, Official Journal (*Staatscourant*) 2003, 249).
- e. In cases as contemplated in Articles 8.a. and 8.b., payment thereof by Stork shall be considered as a discharge of Stork's liabilities towards the Supplier in so far as these sums are concerned.
9. The Supplier is prohibited from ceding or pledging the portion of social insurance contributions and income tax payable, as included in the agreed remuneration/price, for which Stork may be liable pursuant to the Sequential Liability Act, or transferring title thereto in any way whatsoever.
10. In the event of nonperformance or improper performance by the Supplier of its obligations according to these Supplementary General Terms and Conditions of Purchase, Stork shall be entitled, without prejudice to any other legal remedies, to take one or more of the following measures:
 - a. to consider the contract terminated, in whole or in part, without notice of default or judicial intervention being required, and irrespective of any further rights and remedies of Stork in respect of damages;
 - b. to withhold part of the price that Stork believes it could be called upon to pay pursuant to the Sequential Liability Act.This shall also apply if the Supplier transfers his business or the management of his business to a third party.
11. If the Supplementary General Terms and Conditions of Purchase are applicable, invoices must be made out as follows:
 - a. Invoices must comply with the requirements of Article 35 of the 1968 Dutch Turnover Tax Act (*1968 Wet op de Omzetbelasting*). In this connection, the term 'address' is taken to mean: the full address of the Supplier; mention of a Post Office Box number alone is not permitted.
 - b. Without prejudice to the provisions under 11 a., above, the Supplier shall at least state the following, in full, on each invoice:
 1. the contract number;
 2. the description of the Supply as described in the contract and a description of the type of work;
 3. the place or places where the Supply was made;
 4. the period of time to which the invoice relates;
 5. the amount of wages included in the invoiced amount ('wages' within the meaning of the Dutch Social Insurances Coordination Act);
 6. the number of personnel to which the invoice relates;
 7. the note "*Omzetbelasting verlegd*" ('Value Added Tax Transferred') if the 1982 Dutch Transfer Rules for Value Added Tax (*Verleggingsregeling Omzetbelasting 1982*) are applicable;
 8. If Stork and the Supplier have agreed to use a special blocked bank account (*G-rekening*): the number of the blocked bank account and the name of the bank where this account is held.
 9. The VAT number of the Supplier, and in the case of sub-paragraph 7, the VAT number of the client.
 - c. Each invoice shall refer to only one contract number.
 - d. In the event of invoices not complying with the requirements itemized above, then Stork, at its discretion, shall be authorized to reject these invoices.
12. In the event of references in these Supplementary General Terms and Conditions of Purchase to specific regulations that have since been superseded, the prevailing regulations shall apply.