

General Purchasing Terms Technische Unie B.V.

Disclaimer:

This is a translation of the General Purchasing Terms of Technische Unie B.V. with registered offices in Amstelveen, The Netherlands. The Dutch version of these General Purchasing Terms are deposited with the registry of the District Court in Amsterdam on December 21st 2009 under number 109/2009 and with the Chamber of Commerce in Amsterdam under number 33235014.

In case of differences in translation or conflicting translations the Dutch version of the General Purchasing Terms of Technische Unie B.V. is leading.

Vrijwaring:

Dit is de Engelse vertaling van de Algemene Inkoopvoorwaarden van Technische Unie B.V. gevestigd te Amstelveen, Nederland. De Nederlandse versie is gedeponneerd ter griffie van de Arrondissementsrechtbank te Amsterdam op 21 december 2009 onder nummer 109/2009 en bij de Kamer van Koophandel te Amsterdam onder nummer 33235014. In geval van verschil in vertaling of conflicterende bepalingen is de Nederlandse versie leidend.

Part a General

1. Definitions

1.1 The following definitions apply in these Purchasing Terms:

Principal: (Technische Unie B.V.), user of these Purchasing Terms;

Supplier: the principal's counterparty;

Contract: the agreements between principal and supplier concerning the delivery of items recorded in writing;

Delivery: placing one or more items in the possession of or under the control of the principal and the possible installation/fitting of these items;

Items: tangible objects to be delivered;

Parties: principal and supplier.

2. Applicability.

2.1 These General Purchasing Terms (deposited with the registry of the district court in Amsterdam under number 109/2009 and with the Chamber of Commerce in Amsterdam under number 33235014) apply to all requests, offers, instructions and order confirmations relating to the delivery of items by the supplier to the principal (entered in the register of businesses of the Chamber of Commerce in under number), whereby any general terms adopted by the supplier are expressly rejected.

2.2 Part A of these terms applies to all contracts. Part B of these terms applies (in addition) if and in so far as the contract (also) provides for the delivery of services.

2.3 These General Purchasing Terms form part of all requests, offers, instructions and order confirmations from the principal with regard to the delivery of items by the supplier to the principal. Deviations from these General Purchasing Terms can only be agreed in writing.

In the event of full or partial nullification or other invalidity of one or more provisions of these terms, the other provisions will remain in force.

3. Offers.

3.1 Every offer from the supplier to the principal is non-binding and will only result in a contract when the offer is accepted by the principal.

3.2 Offers to the principal cannot be revoked by the supplier after the principal has accepted these offers in writing or electronically, other than with the principal's written agreement.

3.3 All price lists, brochures and other information provided with an offer have been provided as accurately as possible by the supplier. These are only binding on the principal if this has been confirmed in writing or electronically. The length of cable agreed with the supplier is always the length ordered by the principal, with a permitted deviation of no more than plus or minus 5%.

4. Conclusion of the contract, delivery time and terms of delivery.

4.1 A contract between the principal and the supplier will only be concluded at the moment when the principal has expressly accepted or confirmed the offer in writing. The written order confirmation or acceptance is deemed to reflect the contract correctly and in full.

4.2 The principal will use an order form to place an order with the supplier, the design and text of which show that it is an instruction for delivery. Depending on what is specifically agreed between the parties in this regard, the order form will be sent in written or electronic form.

4.3 The supplier will confirm the order placed by the principal to the latter within ten (10) days after it is placed, in writing and itemised. If a response from and on behalf of the supplier is not received within the specified period, the principal will deem the order to have been accepted. The principal is entitled to amend the order up until the moment of confirmation from the supplier, whereupon the ten (10) day period referred to above restarts. The parties can make deviating agreements in writing with regard to the aforementioned standard periods.

5. Delivery

5.1 All deadlines for the supplier are fixed deadlines unless explicitly indicated otherwise. The simple breach of these deadlines will place the supplier in default without further notice of default.

5.2 The supplier will deliver the items at the time specified in the order. As soon as a supplier knows or anticipates that the items cannot be delivered on time, it will notify the principal of this in writing or electronically without delay, specifying the circumstances which have given grounds for this.

5.3 If the items are not delivered at the agreed time(s) in full or in part the principal has the right without further notice of default to terminate the contract with regard to the items that have not been delivered, and if required also for items which have already been delivered under the contract, always reserving the principal's right to compensation.

5.4 If the supplier delivers more than the required quantity, it must collect the surplus within eight (8) days after delivery without any costs for the principal, without prejudice to the principal's entitlement to compensation and a payment for storage. If the surplus is not collected within the aforementioned period, it will become the property of the principal, whereby the principal is not liable for more than the contract price for the agreed quantity.

5.5 When the contract is terminated items which have already been delivered can be returned to the supplier at its expense and risk, whilst the payments which may already have been made for these items can be reclaimed from the supplier.

5.6 Part deliveries are not permitted in principle. If the supplier nevertheless makes part deliveries with the principal's prior permission, the principal is entitled to charge the costs associated with this on to the supplier in full.

5.7 Deliveries will be carriage paid including customs duties, whereby the place of delivery is the principal's warehouses, unless the parties have agreed otherwise in writing. The transfer of risk will take place at the moment of delivery.

5.8 At delivery the items must be accompanied by a packing list which states:

- a. the item number and description of the goods for each item;
- b. the quantity delivered and the quantity still to be delivered for each item;
- c. number of pallets, boxes, packages etc.
- d. supplier order number (LO number);
- e. TU supplier number.

5.9 The consignment note must be signed at delivery by a person within the principal authorised to do so.

5.10 The transfer of ownership will occur at the moment of physical delivery of the items. If the items to be delivered by the supplier are subject to any right other than its right of ownership, the supplier will notify the principal of this in writing.

5.11 If it is found within 30 days of receipt of the items that they are not (entirely) in accordance with the provisions of the order, or they are found to have defects, the principal will immediately send the supplier written notification of rejection. The principal then has the choice of;

- a) returning the items at the supplier's expense and either demanding replacement with other items, or cancelling the order - insofar as it relates to the items concerned - or
- b) having the items brought to a good condition and/or placed in the correct packaging at the supplier's expense. All this without prejudice to the right to full compensation for the loss suffered by the principal.

5.12 If a penalty has been agreed in the event of the supplier's failure to comply with any obligation in time, this penalty will not be deducted from any compensation due to the principal and serves solely as an incentive for timely compliance. The principal will be able to claim the full loss from the supplier in addition to the penalty.

5.13 The supplier will repair or replace the items which have been damaged or lost in transit, provided that the principal notifies the supplier of this in writing within a period such that the supplier is enabled to comply with the carrier's relevant shipping terms or, if the supplier delivers using its own transport, within a reasonable period.

6. Prices.

6.1 The principal only accepts fixed prices; a proviso on the part of the supplier that it could raise the price retrospectively for any reason whatsoever will not be accepted by the principal. In addition, the prices accepted by the principal include all costs which the supplier must incur in order to deliver the items in accordance with the specifications and instructions provided by the principal.

7. Packaging and dispatch.

7.1 The items must be properly packaged and secured in such a way that they reach their destination in good condition using normal shipping.

7.2 All items delivered to the principal must be furnished with labels and/or markings from which the item can be identified unambiguously. Possible markings are the principal's item number, the EAN

number which the supplier has assigned to the product, or other identification codes agreed between the parties.

7.3 The supplier must always carefully follow the principal's other delivery instructions as recorded in more detail in writing in a separate annex from the principal with its confirmation of the contract. The supplier is responsible for complying with national, international and supranational regulations relating to the packaging and shipping of the items, and indemnifies the principal against any loss or costs in this regard.

8. Payment.

8.1 An invoice should preferably be submitted electronically or otherwise in a single copy, and must comply with the requirements as stipulated in section 35 of the Wet Omzetbelasting 1968 (Turnover Tax Act 1968). The invoice must be addressed to the principal's accounts department. If provided, the purchase number and/or contract number must be specified on the invoice.

8.2 The supplier is not entitled to increase the invoice with a late payment surcharge or any other surcharge, including - but not restricted to - order costs, administration costs, customs clearance costs and packaging supplements.

8.3 Payment will be made sixty (60) days after delivery of the items and receipt of the correct invoice by the principal, provided that the delivered items fully comply with the contract. The principal reserves the right, contrary to the provisions of the first paragraph of this article, to make payment fourteen (14) days after receipt of the items and the invoice with deduction of a discount granted to the principal of at least 2%. Alternative payment agreements will only apply if they have been agreed in writing.

8.4 Payment of the invoice does not constitute acknowledgement that the delivered items fully comply with the contract or have been approved by the principal.

8.5 The principal reserves the right to offset claims against the supplier on any grounds, whether or not they are due or subject to a time provision or condition, against what the principal and/or other companies which come under the principal owe the supplier.

8.6 Payment does not annul the principal's right to complain.

9. Liability.

9.1 Subject to obligatory legal provisions relating to (product) liability, and subject to the legal rules of procedure and reasonableness and fairness, the principal is not obliged to compensate any loss or damage of any kind, direct or indirect, including consequential loss, to movable or immovable goods, or to persons, either at the supplier or at third parties.

9.2 Subject to what is stipulated elsewhere in this article, the principal is in any case not liable for loss caused by:

- careless behaviour on the part of the supplier, its employees or other persons engaged by it;
- breach of patents, licences and/or other intellectual property rights and/or neighbouring rights of third parties as a result of the use and/or delivery of information provided by or on behalf of the supplier, such as drawings, models, designs etc.

9.3 In the event of late, erroneous and/or improper delivery and/or defects in or on delivered items and/or packaging, the supplier is liable for the resultant loss.

10. Guarantee.

10.1 The supplier guarantees to the principal subject to the provisions elsewhere in these terms:

- that the materials, services and methods of working expressly agreed are sound;
- that the delivered items have the promised properties and the associated correct working;
- that the delivered items are new and free of deviations and defects, and that high quality new materials have been used for the manufacture of the items and that first-class craftsmanship has thereby been used;
- that the delivered items fully comply with all applicable statutory standards and regulations;
- that in no case the delivered items or the method of packaging the items conflict with national, international or supranational environmental regulations, safety regulations or regulations relating to hazardous substances, or with any rules or provisions related to product liability;
- that subcontractors and any third parties will only be engaged for the execution of the contract with the buyer's prior written permission;
- that the buyer will have insight into the contracts concluded and other documents exchanged with subcontractors, any third parties and suppliers at the first request insofar as this is relevant to it; that the seller will ensure that employees and all persons that engage in the execution of the contract strictly comply with the (safety) regulations in force at the buyer such as access arrangements etc. The regulations or arrangements will be provided to the counterparty on request.

10.2 The supplier guarantees to the principal that if the guarantee provided in accordance with article 10.1 is not met, the supplier will either replace the delivered items with equivalent new items or will repair the delivered items or will pay the principal reasonable compensation, at the principal's choice.

10.3 The obligations in this article are not diminished by any guarantee provided by the supplier. In the event of late, erroneous and/or improper delivery and/or defects in or on delivered items and/or packaging, the supplier is liable for the resultant loss.

10.4 With regard to the software, peripherals, technical information, circuit diagrams and/or working schedules, user and/or operating instructions, drawings and all other relevant documentation, the principal will not breach any industrial or intellectual property right or neighbouring rights of third parties as a result of the delivery and/or use of the delivered items, and the principal is indemnified against claims from third parties.

11 Force majeure.

11.1 In this regard force majeure refers to any circumstance which is outside parties' control or unforeseeable as a result of which the buyer can no longer reasonably expect the seller to comply with the contract.

11.2 If in the buyer's view the force majeure situation is permanent, the parties can make an arrangement about the dissolution of the contract in accordance with the law and the associated consequences.

12 Termination.

12.1 If the supplier fails to comply with one or any of its obligations arising from the order or further contracts resulting from it in time and properly, and in the event of its bankruptcy or payment moratorium and cessation or liquidation of the supplier's business, it is deemed to be legally in default and the principal has the right to terminate the order unilaterally in full or in part without

further notice of default and without judicial intervention by means of a registered letter without being obliged to pay any compensation, without prejudice to any further rights which accrue to it, particularly the right to compensation.

12.2 All claims which the principal may have or may acquire against the supplier in these cases will be payable immediately and in full.

12.3 In the cases as described here the principal can also decide to cancel one or more other orders given to the supplier and/or transactions entered into with the supplier in full or in part, regardless of which goods these relate to.

13 Compensation.

13.1 The supplier will fully compensate the principal for all material loss and/or personal injury which may arise for the principal or for third parties from or as a result of the actions of the supplier, its employees or other persons engaged by it in the execution of the contract. This also includes the loss which may arise from the presence, the use or the delivery and removal of the property of the supplier, its employees or other persons engaged by it in the execution of the order.

14 Indemnification.

14.1 The supplier will indemnify the principal against any legal action for compensation which may be brought against the principal, regardless of whether such a legal action is brought by a customer of the principal or by any third party for loss arising from defects in delivered items which originate from the supplier and which the principal has delivered on to third parties or which have been used in the context of work performed for third parties, not excluding legal actions based on alleged product liability.

14.2 The indemnification from the supplier specified above also applies in the event that products delivered to the principal by the supplier do not comply with requirements stipulated in or under Dutch law and where the principal is held liable with regard to the aforementioned by a customer of the principal or by a third party, the supplier therefore guaranteeing to the principal that the delivered products fully comply with all such requirements.

14.3 The supplier will also indemnify the principal against all loss which may arise for the principal, its employees or third parties as a result of acts and omissions on the part of the supplier, its employees or other persons engaged by the supplier, or by the principal's own employees. With regard to the latter this is only insofar as the principal's employees are acting in accordance with the supplier's instructions or regulations.

14.4 If any legal action against the principal as described above might be brought or costs and loss may arise for the principal in this regard for which the supplier has a duty of indemnification with respect to the principal, the principal will notify the supplier of this as soon as possible.

14.5 The supplier will provide the principal with all necessary assistance both in court and otherwise, and indemnify it against all costs and losses, which will always be reimbursed to the principal and the first request.

14.6 If the supplier should then fail to conduct negotiations at its own expense and on its own behalf which lead to a settlement or conduct any legal action which might arise from it at its own expense, the principal will be permitted to take such steps and measures itself, entirely at the supplier's risk and expense.

15 Assignment of rights and obligations.

15.1 The supplier is not permitted to assign its rights and obligations under one or more contracts with the principal to a third party without the principal's prior written permission.

16 Aids / Retention of title.

16.1 All aids provided to the supplier by the principal where applicable are and remain the exclusive property of the principal. The supplier undertakes to handle these (technical) aids with care. Aids which the supplier holds on behalf of the principal and all improvements to those which it develops during this contract must be returned to the principal by the supplier at the former's first request, as soon as the principal has paid the agreed costs.

16.2 The supplier undertakes to the principal not to make the aids defined in the previous paragraph available to third parties and to use the aids solely for the development and/or production of items ordered by the principal.

16.3 In the event of non-compliance with the obligations which the supplier has under this article, the supplier will be required to pay an immediately payable penalty of 5,000 euro. (in words: five thousand euro) per breach, without prejudice to the principal's other rights.

16.4 If the principal provides items to the supplier which the latter will process, these items remain the property of the principal. After the processing of those items, ownership of the new item created by the processing is transferred to the principal now for then and the principal accepts the ownership now for then. From that moment the supplier will hold the newly created item for the principal. After the items have been delivered to the principal's sites by the supplier - at the supplier's request but at the supplier's expense - the principal will pay the purchase price to the supplier in accordance with the applicable provisions.

16.5 The supplier will hold the items described in the preceding paragraph on loan on behalf of the principal. The supplier must clearly mark these items as being the property of the principal and draw the attention of third parties who wish to seek recovery from them or attach them of the principal's right of ownership. The supplier will inform the principal of such an action without delay. In all these cases the principal is entitled to recover all its items immediately, whereby the supplier will provide full cooperation.

16.6 The supplier will not use the items described in the previous paragraph or allow them to be used on behalf of third parties for any purpose other than the execution of contracts concluded with the principal.

17 Safety regulations and local law.

17.1 Before commencing the work the supplier must fully inform itself of the principal's safety regulations and site regulations.

17.2 Before commencing the work the supplier must fully inform itself of the local laws and regulations, and the associated taxes and levies.

17.3 If employees employed by the supplier and/or third parties engaged by it breach the rules or regulations described in paragraph 1 and/or 2 the principal has the right to remove these persons from the principal's sites immediately and to deny them access to those sites. Before commencement of the work the supplier will fully inform the principal of any dangers

associated with the work such as - but not limited to - the risk of explosion and fire.

18 Applicable standards.

18.1 The installations supplied/installed by the supplier and/or work performed by the supplier must comply with the applicable statutory standards.

19 Guarantee provisions.

19.1 During the guarantee period specified in the agreement which commences at the time of delivery to the principal by the supplier, the good working and soundness of the items delivered by the supplier are guaranteed by the latter.

19.2 If the contract does not stipulate a specific guarantee period, a minimum period of twelve (12) months applies from the time of delivery/handover by the supplier to the principal.

19.3 During the guarantee period the supplier must rectify all defects immediately at the principal's first request and without cost for the principal, which includes replacement of defective parts. After the defect has been rectified, the entire original guarantee period will apply to any new or repaired parts.

19.4 The principal is entitled to do everything necessary to ensure the continuity of the business, where possible in consultation with the supplier, without the guarantee thereby being invalidated. The costs of such an intervention will be borne by the supplier, without prejudice to the principal's rights under the guarantee.

19.5 The items must be repaired at the place of installation, unless the parties agree otherwise in writing.

19.6 Defective parts which have been replaced by the supplier will become the property of the supplier and must be removed from the principal's sites by the supplier immediately without charge.

19.7 If the supplier fails to comply (fully) with its obligation in the principal's opinion, the principal has the right to perform the repair work itself or have it performed by a third party without the guarantee thereby being invalidated. The supplier must reimburse the principal for all costs associated with this.

19.8 The supplier guarantees the correctness and completeness of the information which it has provided to the principal with regard to the items to be delivered by it (such as instructions for use and verbal/written instruction/advice). The supplier will indemnify the principal against all loss arising from incorrect or incomplete information provided.

20 Amendment of Terms.

20.1 The principal reserves the right to amend these General Terms at all times. Amendments will be notified to the supplier (counterparty) in writing or electronically by e-mail and will take effect one month after the date of that notification, unless the notification states otherwise. If the supplier (counterparty) has not submitted a reasoned objection to the amendment of the General Terms within one month of the date of the notification, the supplier (counterparty) is deemed to have accepted the amendment.

21 Disputes.

21.1 All disputes which could arise as a result of the contract between the principal and the supplier or of further contracts which may arise from it will be submitted in the first instance to the competent court in Amsterdam.

22 Applicable law.

22.1 Unless expressly agreed otherwise, the contract between the principal and the supplier will be subject to Dutch law.

Part B Supplementary Purchasing Terms with regard to the delivery of services

If and in so far as the Supplier delivers services to the principal, the following terms will apply in addition to the provisions specified in part A.

23.1 The supplier, its employees and third parties engaged by it are obliged to strictly comply and respect all (legal) regulations, terms and provisions insofar as these relate to the services to be performed for the principal.

24.1 The principal undertakes to ensure that the working conditions at the site where the supplier's employees or third parties are working for it comply with working conditions legislation and related regulations.

25.1 The principal will ensure that the facilities to be used by the supplier's employees and third parties working on its behalf at the location (e.g. the construction hoists and cranes) always comply with all applicable safety requirements and are always in a sound condition. The principal will carry out regular inspections to that end.

26.1 The timely provision of material (aids) by the principal at the construction site (project) will only take place if both a separate signed user agreement and a signed project agreement have been received from the supplier by the principal at least six (6) weeks before the start of the project. Any additional costs resulting from later notification and/or modified requirements notified at a later time will be charged on to the supplier by the principal.

27.1 The supplier must arrange the required unloading and lifting equipment at the project itself. If the supplier does not provide such correct aids (in good condition) at the project, such as a crane etc. for vertical transport, the additional costs which the principal must incur for the use of these aids will be fully charged on to the supplier.

28.1 The principal will be responsible for the delivery of the materials to the locations on the floors as specified by the supplier. This relates to the internal transportation of materials using a trolley, via the construction hoists or cranes, to the specified locations.

29.1 The principal's project worker who will provide the logistics will be made available to the supplier up to 8 hours per day; this worker's working times will take place during office hours, not more than five (5) days per week. Any deviations must be discussed in advance with the manager of the principal's Sales Office. Additional costs will be charged on to the supplier.

30.1 The supplier must always take the required steps to prevent theft and/or fraud and/or other unauthorized removal of the stock of aids present at the project. The principal is not liable with respect to the supplier for any form of (consequential) loss as a result of theft, fraud and/or other unauthorized removal and/or damage of the aids made available to the supplier by the principal at the project, or the items present in these aids. An alleged theft, fraud, removal of aids and related items is always at the supplier's risk.

31.1 If the principal and the supplier agree that the principal's site worker may place orders with the principal on behalf of the client where applicable, the supplier will always remain fully responsible for the order placed by the employee concerned for and on behalf of the supplier. Any inaccuracies and/or errors on the part of the employee which thereby occur will remain entirely at the supplier's risk and expense. The principal is never liable for loss suffered by the supplier as a result, and also indemnifies the principal for possible claims from third parties in this regard. The supplier must always take the correct steps itself in order to prevent such inaccuracies and/or errors on the part of the principal's employee (and any resultant loss). The aforementioned employee of the principal may in no case place orders with suppliers other than the principal.

32.1 The principal's project worker will follow all (safety) instructions and requirements which apply on the construction site (the project). This also applies to the reasonable instructions from the supplier's authorised personnel. These instructions and requirements must at least comply with the standards stipulated by law, and the supplier will regularly check compliance with the laws and regulations on the project throughout the duration of the project. Where applicable the supplier will carry out these checks together with the principal, but will in any case regularly provide the principal with information about the state of affairs on the project.

33.1 The supplier is liable for all loss, including physical injury, suffered by the principal's employees or third parties, caused by or arising during the performance of the services at the location (including when using aids provided by the principal), and indemnifies the principal for all loss in this regard, including - but not limited to - all claims from the principal's employees.

34.1 If the supplier assists with the assembly and/or preparation for operation, this is at the supplier's risk.

35.1 The supplier also indemnifies the principal against claims from third parties against the principal or its employees or engaged third parties relating to the loss of or damage/injury to goods or persons as a result of or in connection with the services or work to be performed by the supplier for the benefit of the principal at the location.

36.1 The supplier will in no way influence or commission the influencing of or cooperate or commission cooperation with - in any form whatsoever - a member of staff employed by the principal to enter its employment or that of third parties or to perform work for it or third parties directly, this on penalty of an immediately payable fine of 1,500 euro (in words: fifteen hundred euro) per breach, supplemented with a sum of 1,100 euro (in words: eleven hundred euro) for every day that the breach continues. Where applicable the principal can also opt for the right to full compensation of loss.

37.1 If changes which increase costs and prices occurred during the term of the contract concluded with the supplier by the principal as a result of - amongst other things - changes in wages and other terms of employment, supplement on wages, increased social security premiums, increase in expenses allowances, and cost price increases as a result of external costs, the supplier is entitled to increase the rate agreements made with the principal in the interim. This entitlement first arises three months after the time when the principal and the supplier have concluded contract.

38.1 If and insofar as Outsourcing;
Obligations under social security and tax legislation. The provisions of this article only apply if the supplier has obligations under the contract performed by third parties, namely persons other than its own salaried employees, or wishes to have them performed by third parties.

38.2 The supplier is not permitted to have any part of the contract performed by third parties or to make use of loaned (temporary) labour without written permission from the principal. The supplier declares in advance that it accepts this. The supplier indemnifies the principal against any claim which an employee insurance executive agency and/or the tax administration claims to have against the principal on the grounds of user liability and/or sequential liability.

38.3 The supplier guarantees to the principal that it will comply in time with all its obligations arising from the applicable tax and social security legislation with regard to the workers who are or will be used by the supplier or by a third party engaged by the supplier in connection with the execution of the contract.

38.4 The supplier will, at the principal's first request, provide the name and address of the employee insurance executive agency where the supplier is registered, the registration number under which it is registered with that employee insurance executive agency and its payroll tax number in writing before and/or after the commencement of the execution of the contract.

38.5 The supplier will provide a certificate from the employee insurance executive agency and the tax administration concerning the supplier's payment behaviour, which certificate may not be more than three months old.

38.6 Insofar as work takes place on the principal's site in the context of the contract, the supplier will provide the principal at the first request with a written statement of all employees who are all will be put to work in the context of the execution of the contract by the supplier or by a third party engaged by it before the start of that execution and from week to week during that execution, listing their surname, first names, address and place of residence, date and place of birth and citizen service number, and a copy of a document as described in section 1 of the de Wet op de Identificatieplicht (Compulsory Identification Act) (Stb. 1993, 660) for all these employees. For employees with the nationality of a non-EU State the supplier will also provide a copy of their work permit and of their terms of employment. The supplier will be able to provide a Posting of Workers certificate for employees from an EU State.

38.7 The supplier will provide the principal with insight into the wage slips of the aforementioned employees at first request, and provide a written statement from week to week of the place(s) where those employees have performed work and of the hours worked by those employees in that/those place(s). The supplier guarantees that its employees and all the employees of a third party engaged by it for the execution of the contract can identify themselves to the principal at all times if asked.

38.8 The supplier must demonstrate to the principal's satisfaction that it or the third party engaged by it for the execution of the contract have adequate records such that it can be clearly identified what sums are owed for wages tax and premiums relating to the social security laws with regard to the employees used for the execution of the contract.

38.9 If the principal is held liable under - inter alia - section 61 of the Wet financiering sociale verzekeringen (Funding of Social Security Act) and/or section 34 or 35 of the Invorderingswet 1990 (Collection of State Taxes Act 1990) (including future amendments to this legislation) for premiums or taxes owed by the supplier or there is a possibility that this will happen, the supplier is obliged to provide the principal with all information in order to enable the latter to prove that the non-payment of those debts is not attributable to the principal nor to the supplier nor to any subcontractor engaged by the supplier.

39 Processing of personal data

If the services to be performed by the supplier consist (in part) of the processing of personal data on behalf of the principal, the provisions of this article will apply.

39.1 The supplier will always process personal data in accordance with the provisions of the Wet bescherming persoonsgegevens (Personal Data Protection Act) and any other applicable regulations, terms and provisions.

39.2 Unless stipulated otherwise by law, the supplier and anyone acting under its authority may only process personal data on behalf of the principals. Processing expressly described in an order or contract is deemed to take place on behalf of the principal. Other processing may only take place with the principal's prior permission.

39.3 Without prejudice to the above, the supplier will keep the personal data of which it becomes aware in performing the services confidential, except insofar as any statutory regulation requires it to reveal it or the need to reveal results from its task. The supplier will impose a duty of confidentiality with regard to the personal data to be processed on everyone acting under its authority who has access to the personal data to be processed.

39.4 The supplier will take technical and organisational steps to secure the personal data which it must process on behalf of the principal against loss, theft or any form of improper processing. These measures must guarantee an appropriate level of security in view of the risks associated with the processing and the nature of the data to be protected, taking account of the state of the art and the costs of implementation, and are partly aimed at preventing unnecessary collection and further processing of personal data.

39.5 The supplier will only process personal data on behalf of the principal in the Netherlands.