

General purchasing conditions Sif Netherlands B.V. 2022

1. Definitions

- 1.1. Supplier: the other party which has received a request from Sif, has made an offer to Sif and/or has entered into an Agreement with Sif.
- 1.2. Agreement: the obligations that have arisen between the Parties in the manner as described in article 3 of these purchasing conditions.
- 1.3. Parties: Sif and the Supplier.
- 1.4. Performance: the delivery, rental or other provision of goods and, if agreed, the installation and assembly of them, as well as the provision of services pursuant to Section 7:400 of the Dutch Civil Code and/or contracting of work by the Supplier as described in the Agreement, and all pertaining documents, calculations, designs, software, source codes and materials and/or other aids, as well as all parts, elements and/or components thereof, as well as all parts, elements and/or components thereof.
- 1.5. Sif: Sif Netherlands B.V., having its registered office in Roermond and its principal place of business at Mijnheerkensweg 33, 6041 TA Roermond, registered at the Dutch Chamber of Commerce under number 13027369.

2. Applicability of Purchasing Conditions

- 2.1. These purchasing conditions apply to every request, offer, order confirmation and Agreement that is exchanged or entered into between Sif and the Supplier with regard to the Performance. The Supplier's general terms and conditions are expressly rejected by Sif.
- 2.2. Deviations from these purchasing conditions are only valid if they have been explicitly accepted in writing by Sif.
- 2.3. The provisions of the Agreement prevail over the purchasing conditions insofar as these purchasing conditions contradict the provisions of the Agreement.
- 2.4. If a provision in these purchasing conditions or in the Agreement is or becomes invalid, void or inapplicable for whatever reason, then that has no effect on the other provisions. In that case, Sif can replace the relevant provision with a similar provision that is as close as possible to the intention of the original provision.

3. Formation of the Agreement

- 3.1. Every request that Sif makes to the Supplier is without obligation and does not oblige Sif to enter into an Agreement with the Supplier.
- 3.2. Every offer that the Supplier makes to Sif is irrevocable and is valid for a period of at least ninety (90) calendar days from the date of the offer.
- 3.3. An Agreement is only concluded after Sif has explicitly accepted an offer from the Supplier, in which in any case these purchasing conditions form part of the Agreement. As long as the Supplier has not yet commenced performance of the Agreement, Sif has the right to cancel the Agreement free of charge.
- 3.4. Insofar as the Supplier confirms an order confirmation from Sif in writing and this confirmation differs from what is set forth in the order confirmation from Sif, this is considered a new offer and the Agreement is only entered into if Sif accepts the confirmation from the Supplier in writing.
- 3.5. If the Supplier commences work without the Agreement being concluded, the Supplier does so at its own expense and risk. In any case, the Supplier is not entitled to payment until the Agreement has been entered into.
- 3.6. Sif is only bound by an Agreement signed by a Sif employee authorised to do so. Under no circumstances is Sif bound by oral statements and commitments made by employees,



representatives, agents and/or intermediaries, unless these statements and/or commitments have been confirmed in writing by an authorised Sif employee.

4. *Amendments to the Agreement*

- 4.1. Sif has the right to change the Performance at any time. The Supplier is obliged to implement the change, unless it demonstrates that it has a major interest in not implementing the change, within five (5) working days after Sif has requested the change. If a change entails an increase in costs and/or a delay, that does not count as a major interest.
- 4.2. The Supplier will not change the Performance without prior permission from Sif and is obliged to inform Sif immediately of any change that it foresees in the Performance.
- 4.3. If according to the Supplier, a change has consequences for what the Parties have agreed, the Supplier will provide Sif with an additional quotation within five (5) working days after the change is foreseeable for the Supplier. If the Supplier does not make an offer within the aforementioned period, all rights that the Supplier may have to claim additional payment and/or an extension of the time of delivery will lapse. In the event of a foreseen change brought to Sif's attention by the Supplier, Sif may decide not to change the Performance or - if the change is inevitable - Sif may decide to terminate the Agreement.
- 4.4. If, according to the Supplier, the change entails additional costs or if it delays the delivery of the performance, then this is considered a change order. Sif can only be required to pay for additional work if Sif has accepted the change order in writing.
- 4.5. Sif's approval of drawings, documents, samples or proposals from the Supplier does not constitute a change to the Agreement, unless Sif has expressly confirmed this in writing to the Supplier.

5. *Progress of the Performance, Delivery Terms & Penalties*

- 5.1. The Supplier provides all information about the progress of the Performance on its own initiative or at Sif's first request and in the manner as determined by Sif. If the Supplier engages third parties, the Supplier monitors the progress of the work of these third parties and the Supplier provides information on the progress of the third parties at Sif's first request.
- 5.2. The delivery of goods in connection with the Performance takes place at the agreed place and at the agreed time according to the, at the time the Agreement is entered into, applicable Incoterms "Delivered Duty Paid" ("DDP").
- 5.3. Each agreed time of delivery or partial delivery is a strict deadline as referred to in Article 6:83a Dutch Civil Code. In the event of late and/or incomplete delivery or partial delivery of the Performance, the Supplier is in default without further notice and the Supplier forfeits an immediately due and payable penalty of 0.5% of the total price of the Agreement per calendar day that the delivery or partial delivery is delayed, with a maximum of 20% of the total price of the Agreement for all violations in total. This penalty does not affect the possibility for Sif to request performance and/or hold the Supplier liable for all financial consequences arising from late and/or incomplete delivery. Partial deliveries are only permitted after written approval from Sif.
- 5.4. As soon as the Supplier can foresee a delay in the performance of the Agreement, it will inform Sif of this as soon as possible and in any case within two (2) working days, as well of the measures that the Supplier carries out to prevent or reduce the delay. Regardless of these measures, the Supplier is obliged to implement all measures imposed on it by Sif to prevent the delay, unless that would be unacceptable according to standards of reasonableness and fairness.
- 5.5. In accordance with article 4.1. of these purchasing conditions, Sif may postpone the delivery and/or performance of the Performance by the Supplier for a period to be determined in reasonableness and for the Supplier's account. If the Supplier does not have a demonstrable



major interest, the delay is deemed to be reasonable. If the Performance concerns the delivery of goods, the Supplier will store, secure and insure the goods properly packaged and identifiably marked for Sif at the Supplier's own expense.

6. *Title*

- 6.1. The full ownership of the Performance, explicitly including the materials, raw materials and work in progress, transfers to Sif after the Performance has been delivered, has been partially delivered or as soon as Sif has made a payment in respect of the Performance to the Supplier, depending on which event occurs first.
- 6.2. Insofar as Sif has accepted a retention of title made by the Supplier, Sif may use, consume and dispose of the Performance in the normal course of its business.
- 6.3. If the title of the Performance has been transferred to Sif pursuant to 6.1, but the Performance has not yet been delivered (in full):
 - a) the Supplier manages the part of the Performance not yet delivered with the same care that it would exercise for its own property and the Supplier bears the risk of damage to or loss of the part of the Performance not yet delivered;
 - b) the Supplier is obliged to store the Performance, or parts thereof, separately and to mark it identifiably as Sif's property.
- 6.4. If Sif makes goods, such as raw materials, consumables, tools, equipment, drawings or specifications available to the Supplier to carry out the Performance, then:
 - a) these goods remain Sif's property;
 - b) the Supplier manages these goods with the same care that it would exercise for its own property, it bears the risk of damage to or loss of these goods and the Supplier is obliged to insure the goods against that risk;
 - c) the Supplier is obliged to store these goods separately and to mark these goods identifiably in a non-permanent manner as Sif's property.
- 6.5. As soon as goods that Sif has made available to the Supplier are incorporated in the Supplier's Performance, the Supplier acknowledges in advance that the main item is owned by Sif or that there is a new item of which the title exclusively accrues to Sif.

7. *Prices, Invoicing & Payment*

- 7.1. The Agreement is performed by the Supplier for the price set forth in the Agreement. Unless explicitly stated otherwise, the price in euros does not include VAT, is fixed for the term of the Agreement and includes taxes, duties, levies, fees and licence fees, insurance, transport, travel and accommodation costs, costs of documents, calculations, designs, software, source codes and materials and/or other devices, inspection & certification costs, packaging costs, office costs, management costs and other costs.
- 7.2. The Supplier will only invoice after the delivery of the Performance to Sif has been completed. The Supplier must clearly and appropriately specify the Performance and state the order number on its invoice and, if applicable, the additional details with regard to the *Wet Ketenaansprakelijkheid* as set forth in article 20 of these purchasing conditions. If an invoice does not meet the requirements as set out in these purchasing conditions, Sif may return the invoice to the Supplier unpaid. All invoices to Sif must be sent to: invoicesonly@sif-group.com
- 7.3. Sif pays Supplier's invoices by bank transfer no later than sixty (60) calendar days after receipt and approval of the invoice and the Performance.
- 7.4. Insofar as the Parties have agreed that the Supplier may invoice before the delivery of the Performance has been completed, the Supplier is obliged, at Sif's first request and before payment takes place, to have an unconditional and irrevocable bank guarantee issued at its own expense from a financial institution acceptable to Sif to ensure the Supplier's compliance with its obligations.



- 7.5. Payment by Sif does not in any way imply any waiver of its rights.
- 7.6. As long as the Performance has not been delivered in full, this explicitly means all pertaining documents, calculations, designs, software, source codes and materials and/or other aids, as well as all parts, elements and/or components thereof, Sif cannot be held liable for payment of the last 10% of the total price.

8. *Packaging of Goods*

- 8.1. The goods pertaining to the Performance are delivered by the Supplier in proper packaging to Sif, taking into account the storage of the goods as necessary.
- 8.2. All packing materials, including packaging, are processed or destroyed by the Supplier at the Supplier's expense and risk in the most environmentally friendly way possible. Insofar as the Supplier has not taken back the packing materials, it must, at Sif's first request, take back the packing materials at no cost to Sif.

9. *Inspection and tests*

- 9.1. The Supplier will give Sif, persons or authorities designated by Sif and/or clients of Sif the opportunity to inspect the Performance at a time and place further determined in reasonableness. Insofar as the Supplier performs the inspections with regard to the Performance, it will inform Sif at least ten (10) working days in advance so that Sif is able to attend an inspection.
- 9.2. The Supplier cooperates with the inspection free of charge and provides the necessary documentation and information to Sif, persons or authorities designated by Sif and/or Sif's clients.
- 9.3. The Supplier stipulates the rights for the benefit of Sif, which are stated in the first and second paragraphs, with third parties that are involved by the Supplier in the performance of the Performance.
- 9.4. If Sif rejects the Performance upon inspection, the Supplier is obliged to repair defects for its own account and without the right to postpone the delivery or partial time of delivery.
- 9.5. Inspection does not imply delivery, acceptance or taking over and does not release the Supplier from any warranty obligation or liability under the Agreement and/or the law.
- 9.6. As a condition for completing the delivery of the Performance, Sif may require one or more acceptance tests (including Factory Acceptance Test & Site Acceptance Test) to determine whether the Performance complies with the Agreement. In that case, Sif determines where and how the acceptance tests will be carried out and shall further coordinate the acceptance process with the Supplier.
- 9.7. An acceptance test is completed in one of the following ways:
 - a) Sif accepts the Performance, after which the Parties sign the acceptance protocol and Sif can use the Performance. If there are minor defects that do not prevent the Performance from being put into use, the Supplier must rectify these minor defects without delay. Until the Supplier has repaired the minor defects and with that fully completes the delivery of the Performance, any payment obligations of Sif to the Supplier are suspended, or;
 - b) Sif rejects the Performance, after which the Supplier is obliged to repair the defects at its own expense and without the right to postpone the time of delivery or partial delivery. A new acceptance test will follow after the Supplier has carried out the repair. All costs associated with the new acceptance test are payable by the Supplier.
- 9.8. If an acceptance test is carried out twice without acceptance being given or if Sif reasonably suspects that the Supplier cannot perform the repair ordered after an inspection or an acceptance test in time, Sif has the right to carry out the delivery itself or have it carried out by third parties. The resulting damages will be charged to the Supplier, without Sif being obliged



to compensate any loss suffered by the Supplier and notwithstanding Sif's other rights with regard to cancellation and compensation based on this Agreement and the law.

- 9.9. Acceptance and the related delivery/completion of the Performance do not release the Supplier from its obligations under the Agreement and/or the law.

10. Carrying out the Performance, Use of Tools & Materials

- 10.1. The Supplier is obliged to determine the purpose of the Performance, failing of which the Supplier is deemed to be aware of the purpose of the Performance and the circumstances under which the Performance must be performed.
- 10.2. The Performance will in any case include the description of the Performance as stated in the Agreement, as well as the activities of which a carefully and expertly acting supplier should understand that those activities fall under the Performance.
- 10.3. The Supplier will take care of all that is necessary for the proper and safe performance of the Agreement, such as personal protective equipment, tools, aids and other equipment.
- 10.4. The tools and other materials used by the Supplier must comply with the applicable safety requirements and other applicable laws and regulations with regard to safety. The use of tools and other materials that does not meet these requirements is prohibited.
- 10.5. As long as the Supplier has tools and other materials from Sif in its possession, the Supplier is liable for damage or loss thereof for any reason whatsoever, except for normal wear and tear.
- 10.6. Goods that are leased to Sif by the Supplier or made available in another way as the Performance or part of it, must be of excellent quality, must be provided with all instructions necessary to properly operate the goods and be adequately insured against damage and loss.
- 10.7. Regardless of the cause, the Supplier is obliged to immediately replace the goods leased or made available to Sif if these goods do not function properly, in order to limit any damage to Sif's business operations.
- 10.8. The Supplier is responsible that its presence and the presence of third parties it has engaged on the sites and buildings of Sif does not constitute a hindrance for the progress of Sif's work and the work of others.

11. Quality, Safety & Environment

- 11.1. The Supplier monitors the quality of the performance of its Performance in accordance with the ISO 9001 standard or an equivalent quality system and reports on the quality of the Performance at Sif's request. The Supplier will give Sif, persons or authorities designated by Sif and/or clients of Sif the opportunity to conduct audits of the quality system used.
- 11.2. The Supplier, including its employees and third parties engaged by it, is obliged to comply with the statutory safety, health and environmental regulations.
- 11.3. Insofar as the Supplier performs or delivers the Performance on the Sif site, the Supplier, including its employees and third parties engaged by it, is obliged to strictly adhere to all rules, including the safety rules and plans that apply at that site and to follow Sif's instructions. The employees of the Supplier must have a valid SCC certificate if they carry out work on the Sif site.
- 11.4. Any individual who falls under the responsibility of the Supplier is obliged to have proof of identity with him/her and upon request to identify him/herself before he/she gains access to the Sif site.
- 11.5. In the performance of the Agreement on the Sif site, the Supplier will avoid soil and groundwater contamination and limit air pollution and noise pollution. The Supplier will inform Sif immediately of any incident that occurs, regardless of the cause. In the event of an incident, the Supplier immediately takes all measures necessary to remove or isolate the contamination and prevent its expansion.



11.6. Insofar as applicable, the Supplier removes all dirt, waste, surplus materials and substances that are present on the site and in the buildings of Sif after termination of the work on the Performance, in accordance with the applicable regulations.

12. Warranties

12.1. The Supplier warrants that the Performance will be performed in accordance with the provisions and specifications of the Agreement and taking into account such a degree of competence, professionalism, care and insight as can reasonably be expected from an experienced supplier.

12.2. The Supplier also guarantees that:

- a) all items that are part of the Performance correspond to what is included in the Agreement;
- b) the Supplier has exclusively used new items (or recycled items with at least the same quality as new items) in carrying out the Performance;
- c) the Performance is free from defects;
- d) the Performance is performed in compliance with all applicable legal requirements, including import and export, safety, health and environment, and all applicable industrial and professional standards, codes and guidelines;
- e) the Supplier has all the permissions and permits required to perform the Performance;
- f) insofar as relevant, the Performance complies with the European guidelines regarding CE marking and the Supplier will provide the declaration of CE conformity, including technical documentation issued upon delivery;

12.3. Sif is not required to examine the Performance and Sif's putting the Performance into use does not imply acceptance.

12.4. If Sif, within twenty-four (24) months after the delivery of the Performance, finds that the Performance has not been delivered in accordance with the provisions of paragraph 1 and/or paragraph 2 of this article, Sif will inform the Supplier of this within a reasonable period after discovery. In that case, the Supplier will repair the defect within the period set by Sif, all this notwithstanding Sif's rights to compensation for loss. After repair and/or replacement of the Performance or parts of it, the warranty period for the repaired or replaced parts commences again for another twenty-four (24) months.

12.5. The defect must always be repaired on location unless this is impossible. Insofar as the repair of the defect on location is not possible, the Supplier will arrange for transport from and to the location suitable for repair at its own expense and risk.

12.6. The Supplier is obliged to bear all costs incurred to repair the defects under the warranty, such as shipping and transport costs, assembly and disassembly costs, costs for the temporary replacement of the defect pending repair by the Supplier and/or other labour and material costs.

12.7. In urgent cases and in addition if after consultation with the Supplier Sif must reasonably assume that the Supplier cannot repair the defect within the period set by Sif, Sif is entitled to have the defect fully or partly repaired by itself or by a third party at the Supplier's expense, notwithstanding the Supplier's obligation to compensate all loss suffered and to be suffered by Sif.

12.8. The Supplier guarantees that the parts of the delivered Performance that can or must be replaced during the usual lifetime of the Performance are and remain available and these parts can be delivered on demand within a reasonable period of time. At the end of the warranty period, the Supplier is obliged to inform Sif in case the production of the spare parts of the Performance will be discontinued. In the latter case, Sif has the right to continue the production of the parts itself or to have it continued. The Supplier then provides all the



information that Sif needs to be able to continue production or have it continued, under conditions to be agreed upon.

13. Intellectual Property Rights

- 13.1. The Supplier guarantees the free and uninterrupted use of the delivered Performance by Sif and indemnifies Sif against all consequences of claims by third parties due to infringement of their intellectual property rights.
- 13.2. All information and/or software provided by Sif to the Supplier remains sole property of Sif and the Supplier only has the right to use this information and/or software in the context of the Agreement.
- 13.3. All intellectual property rights with regard to the Performance that arise during the performance of the Agreement and/or that are based on information provided by Sif to the Supplier are exclusively vested in Sif. Insofar as the intellectual property rights relating to the Performance are not vested in Sif, the Supplier transfers the intellectual property rights to Sif or at Sif's request the Supplier provides a perpetual, transferable and worldwide right of use free of charge to the extent reasonably necessary for free and uninterrupted use of the Performance. If it is necessary to register Sif's intellectual property rights as such and/or transfer them by instrument, the Supplier will promptly arrange for this free of charge.
- 13.4. If the Performance is susceptible to registration of an intellectual property right, the Supplier will immediately bring this to Sif's attention. In that case, or if Sif establishes that the Performance qualifies for an intellectual property right, Sif has the exclusive right to apply for an intellectual property right for the Performance.
- 13.5. In the event of a violation of the foregoing, the Supplier forfeits an immediately due and payable penalty to Sif of €50,000 per violation.

14. Force majeure

- 14.1. Insofar as the Supplier is unable to fulfil its obligations due to a non-imputable failing, the Supplier will inform Sif within one (1) working day after the failing has occurred, with substantiation thereof. In the event of a non-imputable failing, Sif and the Supplier will discuss a solution for this. The Supplier's right to invoke a non-imputable failing lapses if it does not report this failing to Sif in time.
- 14.2. In supplementation of the previous paragraph, the Supplier cannot rely on a non-imputable failing if the failing is caused by a third party engaged by the Supplier.

15. Liability and Insurance

- 15.1. In addition to the cases in which the Supplier is liable on the basis of the Agreement and/or the law, the Supplier is liable for all loss caused by items, such as tools and equipment operated under its responsibility, or for items for which the Supplier is responsible for their proper functioning.
- 15.2. The Supplier indemnifies Sif against all consequences arising from claims of third parties, including employees of Sif, that are related to an imputable failing by the Supplier under the Agreement.
- 15.3. The Supplier is obliged to take out adequate insurance and to remain insured against the risks associated with the Agreement. At Sif's request the Supplier will immediately provide insight to its insurance policy/policies. If it turns out that the Supplier is not adequately insured, then Sif has the right to take out suitable insurance at the Supplier's expense. If the Supplier has engaged third parties for the Performance, the Supplier is obliged to ensure that these third parties are also adequately insured.

16. Termination of the Agreement



- 16.1. Sif has the right to cancel the Agreement in all cases.
- 16.2. In addition to the further options based on the law, Sif can terminate the Agreement partially or fully with immediate effect and without judicial intervention in the following cases:
- a) bankruptcy (or debt restructuring) or suspension of payments of the Supplier, shutdown, withdrawal of any permits and/or seizure of company property or part of it intended for the performance of the Performance;
 - b) liquidation, takeover or any comparable situation of the Supplier's business in which the Supplier loses or is at risk of losing control of its business;
 - c) if the Supplier materially violates Sif's Code of Conduct in Sif's opinion;
 - d) if the Supplier, solely at Sif's discretion, is unable to meet its delivery, warranty and repair obligations in a timely manner in cases where prompt response is required.
- 16.3. Sif may cancel the Agreement if the Supplier is unable to fulfil its obligations under the Agreement due to a non-attributable circumstance in accordance with article 14 of these purchasing conditions and this circumstance continues for more than fourteen (14) calendar days, calculated from the time of notification by the Supplier.
- 16.4. In the event of termination or cancellation of the Agreement, the Supplier can only claim compensation for the costs reasonably incurred by the Supplier up to the time of termination minus what Sif has already paid to the Supplier pursuant to the Agreement, provided that the Supplier has delivered the Performance or the part of the Performance in relation to the costs incurred to Sif. In no event is the Supplier entitled to lost profit and/or compensation for loss as a result of the termination or due to another consequence.
- 16.5. In deviation of the foregoing, Sif also has the right to refuse the Performance, to cancel the Agreement, to reclaim all payments made by Sif, to claim compensation and to return the parts of the Performance already delivered to the Supplier if the Supplier is in a state of default and, solely at Sif's discretion, if the Supplier is no longer able to properly complete the Performance. Sif is not liable towards the Supplier for any loss that may result from this.

17. Confidentiality

- 17.1. All information regarding Sif's business operations in the broadest sense that the Supplier becomes aware of, including all information in relation to the Agreement, is confidential and the Supplier is prohibited from sharing this information with third parties or disclosing it publicly in any other way.
- 17.2. As an exception to the first paragraph, the Supplier may share this information with its employees and the third parties engaged by it insofar as this is necessary to carry out the Performance. The Supplier may also share this information if Sif gives written permission to disclose. The Supplier also obliges the employees and third parties engaged by it to maintain the confidentiality referred to in this article.
- 17.3. In the event of a violation of the foregoing, the Supplier forfeits an immediately due and payable penalty to Sif of €50,000 per violation.

18. Transfer of Rights and Obligations & Outsourcing

- 18.1. The Supplier is prohibited from transferring its rights and obligations arising from this Agreement to one or more third parties, unless Sif gives written permission to the Supplier to do so.
- 18.2. The Supplier is permitted to partially outsource the performance of the Performance to third parties on the following condition. If more than 20% of the Performance in value or quantity is outsourced by the Supplier to third parties, and/or critical components, the Supplier must request permission from Sif prior to outsourcing. In all cases the Supplier remains fully responsible for the fulfilment of the obligations under the Agreement.



19. Integrity

- 19.1. Sif has committed itself to developing its business activities with due observance of certain standards with regard to doing business responsibly. What Sif has committed itself to is set forth in its Code of Conduct on the website: <https://sif-group.com/en/about-us/corporate-governance>.
- 19.2. The Supplier, including its employees or third parties it engages, is obliged to comply with all applicable legislation and regulations in relation to fraud and anti-corruption and, insofar as the rules can be applied to the Supplier, Sif's Code of Conduct.

20. Chain Liability Act

- 20.1. The following applies if the Agreement (also) concerns the contracting of work by the Supplier and article 35 of the Dutch Tax Collection Act 1990 (*Invorderingswet 1990*) is applicable pursuant to which Sif may be liable to the Dutch Tax Authority under the Chain Liability Act ("*Wet Ketenaansprakelijkheid*").
- 20.2. The Supplier guarantees that it complies with everything set forth in the *Wet Ketenaansprakelijkheid* and all related legislation and regulations. Insofar as this is not the case and if consequently Sif is held liable by third parties, the Supplier indemnifies Sif against all consequences of this liability.
- 20.3. The Supplier provides Sif on first request:
- with a statement containing the name and address details, the social security number, the nationality and the period of validity of the identity documents of all persons who are directly or indirectly engaged by the Supplier in the performance of the work;
 - the wage statements of the persons referred to under a;
 - the name and address details of the party where the persons referred to under paragraph a are employed;
 - if and insofar as self-employed persons without employees are employed directly or indirectly, the signed model agreement as approved by the Dutch Tax Authorities for these persons;
 - if and insofar as the persons referred to under a are from outside the Netherlands, information about the social insurance position of the persons concerned and, if a person has remained socially insured in his country of residence, a copy of a valid E 101/A1 statement;
 - if and insofar as persons from outside the EEA and Switzerland are deployed, a copy of a valid work permit, as well as a copy of a valid residence permit.
- 20.4. At Sif's first request the Supplier provides a current declaration of the Supplier's payment history issued by the Dutch Tax Authorities.
- 20.5. The Supplier must have a G account to which Sif can transfer the part of the payment that relates to the premiums, contributions and taxes owed by the Supplier. Unless the Parties agree otherwise, Sif may transfer 40% of the payment due to the Supplier's G account. Sif has the right to unilaterally change the percentage of the payment that is deposited into the G account if Sif must reasonably assume that the percentage is insufficient to transfer the premiums and tax due.
- 20.6. The Supplier must state clearly and plainly and as a minimum on its invoice:
- the amount of the invoice that relates to the wage bill;
 - the Supplier's tax withholding number;
 - the G account number, and
 - whether or not the reverse charge with regard to turnover tax applies and the amount of turnover tax if the reverse charge does not apply.



20.7. Sif has the right to withhold the premiums, contributions and taxes owed by the Supplier, for which Sif is or may be liable under the *Wet Ketenaansprakelijkheid* and to pay the relevant bodies directly on behalf of the Supplier.

20.8. In the event that the Supplier and/or third parties engaged by it are no longer able to pay the premiums, contributions and taxes owed, the Supplier will inform Sif immediately. Sif then has the right to cancel or partially cancel the Agreement without further notice of default or judicial intervention.

21. Applicable law and disputes

21.1. This Agreement is exclusively governed by Dutch law. Foreign legislation and treaties such as the Vienna Sales Convention are expressly excluded.

21.2. Disputes between the Parties, including those that are considered as such by only one of the Parties, will be resolved as much as possible by means of proper consultation.

21.3. If the Parties fail to reach a solution, the disputes will be settled by the competent court in Limburg, location Roermond.