

General Terms and Conditions Temporary Works Design

Article 1. Definitions

- **Agreement:** The Consultant's Quotation and the acceptance of the Quotation by the Client;
- **Client:** the natural or legal person commissioning the Work to Consultant to deliver the services and/or works or to whom Consultant makes an offer;
- **Conditions:** Consultant's General Terms and Conditions;
- **Consultant:** Temporary Works Design, meaning the applicable entity of the Temporary Works Design group, as referred to in the Quotation;
- **Defect:** an error or omission in the Work from the specifications or requirements expressly agreed by the Parties, which is a direct result of the Consultant's failure to comply with its obligations, and which causes the Work not to conform with such specifications or requirements.
- **Disclosing Party:** the party supplying confidential information;
- **National Holiday:** a national holiday in the country of Consultant;
- **Party or Parties:** The Consultant or the Client, and collectively, the Consultant and the Client;
- **Quotation:** a formal offer of work by the Consultant;
- **Receiving Party:** the party receiving the confidential information; and
- **Work:** Scope of work commissioned to the Consultant as stipulated in the Quotation and further queries following directly from the Work performed by the Consultant upon the Agreement.

Article 2. Applicability

2.1 These Conditions form part of all offers made by the Consultant, all Work assigned to the Consultant, and all Agreements concluded by the Consultant with regard to the Consultant providing services and/or executing Work. These Conditions also apply to any commitments deriving from these Agreements and pursuing (new) Agreements between the Consultant and the Client based on that.

2.2 Insofar the Parties have not expressly agreed otherwise by written agreement, these Conditions are fully and unconditionally effective between the Parties. Any reference by the Client to its own or other Conditions, however named or during which stage of realisation of the Agreement with the Consultant this is done, is explicitly rejected.

2.3 Any derogation from these Conditions can only occur via a written agreement between the Client and the Consultant.

2.4 If any of these conditions are null or annulled, the other provisions will remain in full force and effect. In the event of a conflict between these Conditions and the terms of the Agreement between the Client and the Consultant, the provisions in the Agreement shall prevail.

Article 3. Quotation

3.1 The Quotation shall be entirely without engagement and is valid during 30 (thirty) calendar days, unless explicitly agreed otherwise.

3.2 The Consultant will base the Quotation on data, drawings and other information provided by the Client. The Consultant may therefore assume their correctness and completeness.

Article 4. Work

4.1 The Work starts upon the Agreement. The Work covers all that has been agreed upon between the Client and the Consultant. If no further written agreement exists, the Quotation will form the Agreement.

4.2 Neither Party shall transfer or assign the Work to a third party without the other Party's written consent, which shall not be unreasonably withheld.

Article 5. Price

5.1 The price of the Work will be calculated based on the number of hours worked multiplied by the hourly rate, unless explicitly agreed otherwise. The Consultant reserves the right to revise and increase its hourly rates on an annual basis.

5.2 Costs for travel and accommodation, along with any additional fees and allowances, are not included in the hourly rate and will be charged separately on a 10% cost-plus basis, if applicable.

5.3 If the Consultant purchases constructions, equipment and/or services of third parties upon request of the Client, this will occur on a 10% cost-plus basis, unless specifically agreed otherwise.

5.4 All amounts mentioned by the Consultant in the Quotation or elsewhere exclude any withholding taxes, bank transaction fees, and/or sales tax owed (including VAT). Any such costs levied on the Client or the Consultant, shall be the sole responsibility of the Client and shall be paid in full.

Article 6. Adjusting and Modifying the Work

6.1 In case changes are necessary to the Work, the Parties will discuss how to implement such changes including, if applicable, the price, planning, delivery, and conditions.

6.2 Examples of when the Work may be adjusted by the Parties include (without limitation):

- a. there are any changes to the basic principles that were determined at the foundation of the Work, or other circumstances occur that are related to the foundation of the Work;
- b. there are relevant changes in (government) regulations and/or decrees;
- c. there are relevant changes in the scope or planning of the Work;
- d. any changes required by the Client to the Work or variations of the Work that have already been approved or are part of a phase that has already been approved; and/or
- e. a requirement for additional Work during the execution of the Work becomes apparent.

Article 7. Delivery

7.1 The delivery dates (regardless of how these are referred to) indicated by the Consultant are never absolute, fatal, and/or definite mandatory delivery dates. The Consultant therefore never owes any compensation for damage caused by exceeding the delivery date.

7.2 The Consultant acknowledges the Client's stake for timely delivery and will do its utmost best to meet the indicated delivery dates.

7.3 During the determination of the delivery dates the Consultant assumes it is able to perform the Work under the circumstances known to it at that time. If there are additional Work, modifications, suspension, or circumstances other than known to the Consultant at the time it determined the delivery dates, the Consultant may, acting reasonably, extend the delivery dates with the time needed to complete the Work.

7.4 In the event of additional Work or suspension, the Work will be performed in all reasonableness when the Consultant's planning allows for this.

7.5 The Consultant is dependent on the Client's timely delivery of the particulars, drawings, information, and other documentation required to perform the Work. If the Client fails to provide such input in a timely manner, the Consultant is entitled to reasonably extend the delivery dates.

Article 8. Obligations of the Consultant

8.1 The Consultant shall act as a proper and diligent Consultant towards the Client.

8.2 The Consultant shall use reasonable endeavours to ensure that it has the required knowledge and skills to perform the Work. The Consultant shall perform the Work properly and carefully, support the Client independently and deliver the Work to the best of its abilities and knowledge.

8.3 The Consultant shall keep the Client informed about the execution of the Work.

8.4 The Consultant shall alert the Client in case information provided by or on behalf of the Client, or decisions made by or on behalf of the Client evidently contain such errors or exhibit deficiencies, that it would act in breach of the demands of reasonableness if it would continue with this without warning during the execution of the Work.

8.5 Subject to Article 10, in case of any Defect to the Work, the Consultant shall remedy such Defect if:

- a. The Client has notified the Consultant in writing as soon as possible after discovering the Defect;
- b. The Defect is directly attributable to the Consultant;
- c. The Defect occurred within 12 (twelve) months after delivery ("**Defect's Period**").

8.6 The Defect resulting from the following matters is excluded:

- a. normal wear and tear or deterioration;
- b. improper use;
- c. failure to perform or incorrectly performed maintenance;
- d. installation, assembly, modification, or repair of the Work carried out by Client or by a third party without the Consultant's prior written consent;
- e. defects or unsuitability of goods, materials, or aids used or prescribed by the Client;
- f. failure to follow or incorrect adherence to the Consultant's instructions by the Client or by any third party;
- g. changes in the Work's requirements, regulations, or specifications after delivery of the Work; or
- h. any other circumstance occurring after the risk has passed to the Client and which is beyond the Consultant's reasonable control.

Article 9. Obligations of the Client

9.1 The Client shall act as a proper and diligent Client towards the Consultant.

9.2 The Client shall be responsible for both the timely provision and the accuracy of the particulars, information, and decisions provided to the Consultant by or on behalf of the Client that are required to properly perform the Work. The Client indemnifies the Consultant from third party claims with respect to these particulars, information, and decisions.

9.3 The Client shall warn the Consultant in writing, as soon as reasonably possible and without undue delay in case it notices, or should have noticed, a flaw in the Consultant's advice or should have been aware of it.

9.4 The Client shall indemnify the Consultant against claims by third parties, which are related to the execution of the Work. This leaves unaffected the liability of the Consultant towards the Client.

Article 10. Liability

10.1 The Consultant shall be liable to the Client:

- a. In case of an attributable shortcoming in the execution of any of its obligations;
- b. The Client has provided the Consultant with a substantiated written notice of default swiftly, which shall be no later than 14 (fourteen) calendar days, after it discovered the shortcoming or should have reasonably discovered it, and summoned the Consultant to repair the consequences of the shortcoming within a reasonable time; and
- c. The Consultant did not fulfil the notice of default as stipulated in Article 10.1 (b), or not in a timely manner.

10.2 If the Consultant's liability can be demonstrated, the Consultant's liability, for whatever reason, shall always be limited to direct damages.

10.3 Direct damages shall never include, without limitation: non-material damages, consequential damages, business interruption, loss of profit and/or loss of income, loss of production, demurrage, devaluation of goods, and amounts that would have been included in the implementation costs in the event that the Work would have been well executed from the start.

10.4 Notwithstanding the foregoing, the total liability of the Consultant for any damage arising out of or in connection with each individual Agreement, including but not limited to liability for breach of contract, tort, or any Defect in the Work, shall be limited to an amount equal to the total price paid or payable for such Agreement, with an absolute maximum of EUR 1,000,000 (one million). This liability cap shall not be construed to be equivalent to, nor shall it be linked to, the limits of any insurance coverage held by the Consultant.

10.5 Any of the Consultant's liabilities will expire after a period of 3 (three) years from the date on which (part of) the Agreement ends by completion or termination.

10.6 The limitation of liability under Article 10.4 shall not apply to any liability arising from or in any way in connection with:

- a. Liability which cannot be limited at law;
- b. Confidentiality obligations outlined in Article 15;
- c. Death or personal injury due to Consultants negligence.

10.7 After a period of 1 (one) year after a written, motivated notice regarding an attributable shortcoming, any right for claims will expire.

10.8 The Consultant shall not be liable for any damages resulting from any modifications to the delivered Work.

10.9 The Client's right to claim compensation for damages, if any, will in no event suspend, reduce, or otherwise affect its obligation to pay the Consultant in full for the Work. All payment obligations towards the Consultant remain due and payable, irrespective of any alleged or actual damages for which the Client seeks compensation.

10.10 If and when the Client has insured any risk associated to the Agreement, it is obliged to claim any damages from this insurance and to indemnify the Consultant against recovery of claims from the insurance.

10.11 The Consultant shall use its utmost efforts to ensure that the Work does not infringe any third-party intellectual property rights. Notwithstanding the aforementioned, the Consultant shall not be liable to the Client for any claims, damages, or losses arising from any alleged or actual infringement of third-party intellectual property rights in relation to any delivered Work by the Consultant. In the event of an alleged or actual infringement, the Client shall promptly notify the Consultant in writing. Upon receipt of such notice, the Consultant shall use reasonable efforts to assist the Client in identifying prior art and providing support in addressing such claim.

Article 11. Working on Location/Secondment

11.1 In the event that a person employed by the Consultant performs the Work at the location of the Client and/or under the supervision of the Client, the Client shall be responsible for ensuring the well-being of that person and provide a safe working environment.

11.2 The Client shall be liable for and shall indemnify the Consultant with respect to any claims for compensation from the Client or third parties caused by persons provided by the Consultant to the Client.

11.3 The Client shall be liable for and shall indemnify the Consultant with respect to any claims made by persons provided by the Consultant to the Client in accordance with Article 10.1, for damages suffered by said person related to that person working under the Client's supervision.

Article 12. Delivery of Goods

12.1 This Article 12 shall only apply in case the Consultant delivers tangible goods to the Client. The provisions of this Article are supplementary to and shall apply in addition to all other terms set out in these Conditions.

12.2 Consultant's liability under the delivery of tangible goods shall be subject to the provisions in Article 10 with the exception that the total liability shall be limited to 15% of the total price paid or payable for the Agreement with an absolute maximum of EUR 1,000,000 (one million). This liability cap shall not be construed to be equivalent to, nor shall it be linked to, the limits of any insurance coverage held by the Consultant. All other provisions of Article 10 shall remain unaffected and continue to apply in full to the delivery of tangible goods.

12.3 Any goods that are to be delivered by the Consultant to the Client, shall be delivered Ex Works (Incoterms 2020) at the place to be determined by the Consultant, unless agreed otherwise.

12.4 The Defect resulting from the following matters is excluded:

- a. normal wear and tear or deterioration;
- b. improper use;
- c. failure to perform or incorrectly performed maintenance;
- d. installation, assembly, modification or repair carried out by Client or by a third party without the Consultant's prior written consent;
- e. defects or unsuitability of goods, materials, or aids used or prescribed by the Client;
- f. failure to follow or incorrect adherence to the Consultant's instructions by the Client or any third party; and
- g. any other circumstance occurring after the risk has passed to the Client and which is beyond the Consultant's reasonable control.

12.5 In the event of the Defect, the Client shall be responsible for paying the following costs incurred by the Consultant:

- a. all transport or shipping costs;
- b. costs for disassembly and assembly; and/or
- c. all travel and accommodation costs.

12.6 If the Work involves the delivery of goods by the Consultant, the Client shall not be entitled to terminate the Agreement for convenience, unless explicitly agreed otherwise in writing. If the Consultant, at its sole discretion, accepts such termination, the Client shall pay the full lump sum amount. This provision shall prevail over any conflicting termination rights that may be implied or set out elsewhere in these Conditions.

Article 13. Termination and Suspension

13.1 Unless otherwise agreed, the Agreement may be terminated via a written notification of the Client directed to the Consultant, which shall include at least the reasons for the termination and the effective date of the termination.

13.2 Unless otherwise agreed, the Client may order the Consultant to suspend the Work. The Client shall communicate this in writing and with a statement of the reasons. After the notification as stipulated in Article 13.1, the Client and the Consultant shall discuss forthwith the impact of the suspension. After 30 (thirty) consecutive calendar days of suspension, or 45 (forty-five) calendar days in the aggregate during the execution of the Work, the Consultant is entitled to terminate the Agreement, in which case Article 13.3 shall apply as if the Client has terminated the Agreement.

13.3 If the Agreement is terminated or the Work suspended, the Client shall be obliged to pay the Consultant's invoice(s), calculated according to the progress of the Work. This will include but is not limited to all costs already incurred and any reasonable future costs arising from commitments the Consultant has already made for further fulfilment of the Agreement, calculated from the moment of the termination or suspension.

Article 14. Payment

14.1 In accordance with Article 5, the Consultant shall issue an invoice to the Client on a monthly basis, based on four or five whole weeks. The invoice shall be based on actual time and expenses including any withholding taxes, bank transaction fees, and/or sales tax owed (including VAT), unless agreed otherwise. The amount stated in the invoice shall be paid in full.

14.2 The Client shall pay the Consultant's invoice within 30 (thirty) calendar days of invoice date and on the bank account assigned by the Consultant.

14.3 If the Client disputes (part of) the accuracy of an invoice in a substantiated and written manner, it shall remain obliged to make timely payment of the undisputed part. Contesting an invoice must be done in writing and within 7 (seven) calendar days after the invoice date. If the disputed invoice proves to be owed, the Consultant shall be entitled to charge the statutory (commercial) interest from the date on which the payment should have been made. The Consultant may suspend its activities in the event that the Client has suspended its payment obligations on unfair or unjustified grounds.

14.4 Late payment of an invoice entitles the Consultant to charge the Client statutory (commercial) interest as well as to suspend its activities until payment occurs. All actual costs the Consultant incurred to obtain payment, both judicial and extrajudicial costs, shall be borne by the Client.

Article 15. Obligation of Confidentiality

15.1 Both the Consultant and the Client may act as either the Disclosing Party or the Receiving Party, depending on the context of the information being shared. In view of the above, the Receiving Party shall refrain from reproducing, publishing, or providing to third parties any confidential information received from the Disclosing Party and shall maintain strict confidentiality with respect to such information. This obligation shall expire 5 (five) years after completion of the Agreement.

15.2 Information in this context shall include, in whatever form, whether written, oral, electronic, or otherwise, and regardless of whether disclosed before or after the acceptance of the Quotation by the Client, any confidential information, know-how, data, technical reports, drawings or any other information of a similar nature related to the Work.

15.3 Confidential Information shall not include any information which the Receiving Party can demonstrate:

- a. was lawfully in the Receiving Party's and/or its advisers' possession prior to such disclosure, as evidenced by its or its advisers' written record and which was not acquired directly and/or indirectly from the Disclosing Party;
- b. was independently developed by the Receiving Party other than in connection with these Conditions or Agreement, or any other agreement or relationship between the Parties;
- c. was at the time of disclosure to the Receiving Party and/or its advisers in the public domain or, after such disclosure, becomes generally available to third parties by publication or otherwise through no fault of the Receiving Party and/or its advisers; or
- d. was disclosed to the Receiving Party by a third party who, to the best of the Receiving Party's knowledge after due inquiry, is not prohibited from disclosing such information by virtue of a nondisclosure obligation to the Disclosing Party.

Article 16. Intellectual Property

16.1 The Consultant retains exclusive ownership over all intellectual property rights to any offers, designs, illustrations, drawings, models, software, or the like ("**Foreground Intellectual Property**").

16.2 The Consultant shall provide the Client with a perpetual, global, non-exclusive, transferable licence of the Work delivered under the Agreement. Notwithstanding the foregoing, the Consultant is entitled to revoke this licence in case the Client is in breach of any of its obligations.

16.3 The Parties will retain ownership over their intellectual

property created prior to the Agreement or outside the scope of the Agreement and the Work ("**Background Intellectual Property**").

Article 17. EPC Management Work ("**EPCM Work**")

17.1 This Article 17 shall only apply in case the Consultant delivers EPCM Work to the Client. The provisions of this Article are supplementary to and shall apply in addition to all other terms set out in these Conditions.

17.2 Notwithstanding anything to the contrary in these Conditions, the Consultant's role and responsibilities within the EPCM Work are limited to a supportive, coordinative, and managing role and therefore, Consultant shall not bear any liability for EPCM Work

17.3 Consultant shall not be liable for any of the Client's subcontractors' actions or omissions, including but not limited the subcontractors' failure to meet any schedules, indicated dates, quality standards and/or deliverables.

17.4 The Client shall appoint a supervisor who remains available and is responsible for making all final decisions and providing all final approvals. The Consultant shall not be liable for any advice, decisions, instructions, or approvals, even if personnel from the Consultant, whether express or implied, have signed documents, provided instructions, advice, or input on request of the Client or any of its subcontractors. For avoidance of doubt, all of Consultant's personnel's actions shall be deemed to have been performed under the approval of the Client's supervisor and do not alter the Consultant's limited managing role.

17.5 The Consultant shall alert the Client in case the EPCM Work it oversees evidently contains or exhibits inaccuracies, incompleteness, deficiencies, and/or omissions. Notwithstanding, the Consultant shall bear no liability for such defaults.

17.6 Any fabrication prices and delivery dates provided under the EPCM Work are solely estimates and no rights nor responsibility can be derived from this.

Article 18. Data Protection

18.1 The Parties may collect, process, and share personally identifiable information about employees of the Consultant or the Client or third parties insofar necessary for the execution of the obligations under the Conditions or other legal obligations.

18.2 Any personally identifiable information disclosed by the Consultant or the Client shall be removed if it is no longer necessary for the purpose of the execution of the Conditions or other legal obligations.

18.3 Upon request, any personal identifiable information disclosed by the Consultant or the Client may be accessed by the data subjects of the other Party.

18.4 In the event of the activities described in 18.1, the Parties shall act as data controllers. The Parties acknowledge their obligations as data controllers and recognise the rights of the employees of the Consultant, the Client, and/or third parties as data subjects. The Parties acknowledge that any personal identifiable information disclosed by the Consultant and the Client about employees is protected by European data protection legislation.

Article 19. Applicable Legislation



19.1 English law applies to these Conditions, and the Work.

19.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) is excluded.

19.3 Disputes between the Client and the Consultant will be resolved amicably, as much as possible.

19.4 If no amicable solution can be reached in accordance with Article 19.3, the dispute shall be submitted for arbitration to the ICC in London, the United Kingdom.

Article 20. Force Majeure

20.1 Neither Party shall be liable for any failure or delay in performing their obligations under this agreement if such failure or delay is caused by circumstances beyond their reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, strikes, labor disputes, government actions, natural disasters, epidemics, pandemics, or any other similar event (each a "**Force Majeure Event**").

20.2 Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other party in writing, providing details of the circumstances causing the delay or inability to perform. The affected party's obligations under this agreement shall be suspended for the duration of the Force Majeure Event, and the affected party shall be granted a reasonable extension of time to perform its obligations.

20.3 If the Force Majeure Event continues for a period exceeding 90 (ninety) days, either Party may terminate this agreement by providing written notice to the other Party, without liability for such termination. However, the parties shall use reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance of their obligations under this agreement as soon as practical.

Article 21. Priority of Documents

21.1 These General Terms and Conditions shall prevail over any terms and conditions stated in any related documents, including but not limited to requests for quotation (RFQs) or purchase orders provided by the Client. However, if both parties have mutually agreed upon a separate agreement governing the services, the terms of that agreement shall take precedence.

Article 22. Compliance

22.1 The Client agrees that it shall not engage in any business transactions or activities with any companies, individuals, or entities that are involved in or associated with corruption, armed conflicts, terrorism, or any other activities that are in violation of applicable laws and regulations. The Client further agrees to comply with all relevant export control and sanctions laws, including but not limited to those imposed by the United Nations, the European Union, the United Kingdom, and the United States.