

I GENERAL PROVISIONS

Article 1. Applicability and terms

- 1.1 These general terms and conditions of purchase apply to all requests, quotations and agreements relating to the provision of goods, services, rights and user rights – or any property rights – by third parties to ANWB B.V. This holds irrespective of whether these requests, quotations and agreements are connected with or follow on from previous quotations made or contracts concluded.
- 1.2 The Supplier's general terms and conditions are expressly excluded.
- 1.3 Amendments or additions to these general terms and conditions of purchase ("General Terms and Conditions") may only be expressly agreed in writing and apply only to the quotation or contract for which the change or addition has been agreed.
- 1.4 Several terms are used in these general terms and conditions of purchase, which are defined as follows:
 - I ANWB: ANWB B.V. or a partly-owned or fully-owned subsidiary of ANWB B.V.;
 - II Supplier: other party providing products and services to ANWB;
 - III Order: written – and signed – instruction, including a digital order generated by means of the digital software programme used by ANWB to place orders with a Supplier;
 - IV Written: in writing, which may include via email or any other digital manner;
 - V Waadi: the Netherlands Placement of Personnel by Intermediaries Act.

Article 2. Quotations, conclusion of a contract

- 2.1 If ANWB receives a quotation in which no period for acceptance is specified, the quotation shall remain valid for 20 working days following the date on which it was sent.
- 2.2 The Supplier is not entitled to reimbursement of the costs incurred in preparing the quotation. A quotation does not bind ANWB in any way to conclude a contract with or to accept any other obligation towards the Supplier. ANWB retains the right to break off any round of quotations and/or not to grant the work to the Supplier.
- 2.3 A contract is concluded only when a duly authorized representative of ANWB has set this down in writing in an Order that has been handed over/sent to the Supplier. The Order must be signed by the duly authorized representative and may include a cost centre number and a purchase order number.
- 2.4 If ANWB commissions an Order without a prior quotation or if the Order is at a variance to the prior quotation, ANWB has the right to recall the order if the Supplier has failed to accept the commission unconditionally in writing within 15 working days of the date it was sent.
- 2.5 Unless expressly laid down otherwise in writing, the agreed prices, terms and conditions shall be fixed during the contract period. Prices do not include any turnover tax that may be payable.
- 2.6 Only after ANWB's prior written approval – which exclusively means a written confirmation signed or co-signed on behalf of ANWB by a duly authorized person – is the Supplier entitled to deviate from the performance to be provided by Supplier as set out in the contract or Order.

Article 3. Inspection/audit

- 3.1 At any time, ANWB is entitled to carry out or to arrange the inspection, examining and/or testing of the full performance of the contract, including the process related to the production of the Supplier's products and/or services.
- 3.2 On ANWB's demand, the Supplier will grant free-of-charge access to its organisation, its systems and the place of production/performance, processing or storage. If the Supplier – after having been summoned in writing by ANWB – fails to respond to or cooperate with a request for inspection/testing, the ANWB is entitled to terminate the contract without delay. The Supplier shall be liable for all resulting costs and damage/loss incurred by ANWB.
- 3.3 Interim inspection or the absence thereof does not imply acceptance of the products or services to be provided.

Article 4. Trademark

- 4.1 Various trademarks, including the word mark and pictorial mark "ANWB", are the property of ANWB. ANWB has registered its trademarks with the Benelux Trademark Office in The Hague.

- 4.2 The Supplier shall not use the word mark or pictorial mark ANWB in any way (within the meaning of applicable trademark legislation) and/or exploit and/or in any way register a trademark containing the name ANWB.
- 4.3 Without express prior written permission, Parties shall refrain from using each other's name in public, for advertising purposes or within the meaning of applicable trademark legislation.
- 4.4 In the event of breach of the prohibitions set out in the second and third paragraphs of this Article, the Supplier shall pay ANWB an immediately due and payable penalty of EUR 25,000 per breach, without prejudice to ANWB's other rights, including the right to claim damages/compensation.

Article 5. Intellectual rights and property rights

- 5.1 ANWB retains the intellectual property right regarding all data, results, instructions, reports, documentations and the information they contain which has been or is created by the Supplier for ANWB.
- 5.2 The Supplier indemnifies ANWB against third-party claims concerning the breach of third-party intellectual rights and/or property rights, i.e. personality rights, as well as claims concerning know-how, unauthorized competition etc., in connection with the contract concluded between ANWB and the Supplier.
- 5.3 The Supplier is obliged to take all measures which may contribute to limitation of extra costs payable by and/or loss/damage to be sustained by ANWB which may arise from third-party claims as set out in the second paragraph of this Article.
- 5.4 Notwithstanding the provisions set out hereinbefore in this Article, if third parties hold ANWB liable for violation of intellectual rights and/or intellectual property rights as set out hereinbefore on the basis of not clearly unfounded arguments, ANWB is authorized to terminate this contract in writing, extrajudicially, in part or in full, retroactively or not, without prejudice to its other rights. ANWB shall not exercise its right to terminate the contract without prior consultation with the Supplier.
- 5.5 At the moment when materials such as raw materials, auxiliary materials and software owned by the Supplier are used in goods owned by ANWB, a new good is created which will be the property of ANWB, notwithstanding the provisions of this Article.
- 5.6 If the good provided consists of a product developed for ANWB, ANWB shall receive all rights related to that good and related to the intellectual property rights concerning this good, and the Supplier shall waive all its rights.
- 5.7 All drawings, models, designs, calculations, samples, brochures, photos, software, etc. provided by or on behalf of ANWB as well as materials such as raw materials, auxiliary materials and tools shall remain the property of ANWB and must be returned by the Supplier on ANWB's demand. ANWB retains all rights concerning the intellectual property regarding these items. The Supplier is obliged to store them separately from objects owned by the Supplier or third parties and to store them as recognisable property of ANWB.
- 5.8 The goods referred to in Article 5.7 supplied by or on behalf of ANWB shall in no manner be reproduced, disclosed or made available to third parties or used in any other manner without the ANWB's prior express and written permission.

Article 6. Liability

- 6.1 The Supplier is liable for all loss/damage incurred by ANWB arising from the Supplier's attributable non-performance, untimely performance or improper performance of the contract or violation of any other contractual or non-contractual obligation.
- 6.2 The Supplier indemnifies ANWB against all third-party claims arising from the Supplier's default referred to hereinbefore.
- 6.3 The Supplier guarantees the manpower, materials, data, specifications, and calculations et cetera it made available to ANWB. The Supplier indemnifies ANWB against all third-party claims arising from a breach of any third-party rights in connection with what has been provided.
- 6.4 If at any time during or in connection with the placement, assembly, installation, commissioning and suchlike of what is provided causes damage to any ANWB or third-party property and/or its personnel, or causes any other loss and/or damage or personal injury to property or people, the Supplier shall be liable for this loss and/or damage or personal injury and the consequences thereof. The supplier indemnifies ANWB against claims in this regard.
- 6.5 ANWB restricts its liability on account of or in connection with either the agreement with the Supplier or arising from wrongful act, negligence or violation of statutory obligations, to direct loss and/or damage. ANWB is not liable for any indirect loss and/or damage, including specifically consequential damage, lost profits, lost earnings, loss of public image and lost data. In all cases, ANWB's liability shall be limited to an amount not exceeding €1,000,000.

Article 7.**Insurance**

- 7.1 On concluding the contract with ANWB, the Supplier is obliged to sufficiently insure and to keep insured its liability towards ANWB on the ground of the law and/or contract and furthermore to insure and to keep insured all risks in its operations that can be insured on normal conditions.
- 7.2 At ANWB's request, the Supplier will immediately provide copies or certified copies of the policies and proofs of premiums paid. Without ANWB's prior written permission, the Supplier shall not terminate any insurance contract(s) or change or limit the conditions under which such contract was concluded, or the insured sum(s) to the disadvantage of ANWB. The insurance premiums payable by the Supplier are deemed to be included in the agreed-upon prices and fees.

Article 8.**Non-disclosure**

- 8.1 The Supplier undertakes to observe strict confidentiality with respect to all information concerning ANWB and the product or service to be delivered, including but not limited to the contents of the contract, correspondence, know-how, information files, drawings, models, electronic information and other information carriers, ideas, which are provided to the Supplier both verbally and in writing ("Data"). Without ANWB's prior written consent, the Supplier shall neither disclose any Data to any third party, nor make any Data available more than strictly necessary for the fulfilment of the agreed performance. This prohibition does not apply to the extent where the provision of data is necessary in connection with the performance of the contract between the Parties. The Supplier shall oblige its personnel in writing to observe these confidentiality stipulations. If the Supplier acts in violation of this stipulation, the Supplier shall pay ANWB an immediately due and payable penalty of €25,000 per incident without any prior warning or notice of default being required. This penalty does not prejudice ANWB's other rights, including the right to damage and/or compensation.
- 8.2 The confidentiality shall continue to apply for an indefinite period of time after the end of the contract or the provision of the product.
- 8.3 Without ANWB's express prior written permission, the Supplier shall not take photocopies, make extracts or take notes of the Data or in any other manner register or copy the Data.
- 8.4 After the end of the contract and also immediately on ANWB's demand, the Supplier shall return all Data and shall destroy or hand to ANWB all photocopies, extracts and notes.
- 8.5 The Supplier indemnifies ANWB against all third-party claims which may arise from the unauthorized use of the Data by the Supplier or by persons it engages for the performance of the contract.
- 8.6 Data and information made available by ANWB to the Supplier for processing shall remain the property of ANWB and/or its clients. The Supplier shall store the Data and information provided by ANWB and/or its clients in the context of the contract in such a way that the data and files from the Supplier's various clients can logically be separated and that the separated transmission of information to the various clients is guaranteed.

Article 9.**Payment**

- 9.1 Unless otherwise expressly agreed in writing, ANWB shall make payment 55 days after provision, receipt and approval of what was delivered, or if the invoice is sent after delivery, 55 days after the invoice date.
- 9.2 ANWB requires invoices to include at least the following information:
- > Full name/company name and address
 - > Bank account number/IBAN number
 - > SWIFT/BIC code
 - > VAT identification number
 - > Chamber of Commerce registration number
 - > Invoice date
 - > Currency
 - > Unique invoice number**
 - > The name (initials and last name) of your contact at ANWB
 - > Purchase order number
 - > The five-figure cost centre number preceded by the word 'kostenplaats', e.g. 'kostenplaats 12345'
 - > A clear description and the quantity of the goods and/or services supplied
 - > The date on which or the period of time in which the goods or services were supplied**
 - > The amount excluding VAT, the applied VAT rate and the VAT amount charged
 - > If exemption from VAT is applicable, mention 'exempt from VAT' and give a description of the nature of the exemption applied**
 - > If the obligation to pay VAT is passed to the other party, mention 'VAT transferred'

** For invoices at an invoice amount, including VAT, not exceeding €100, A 'simplified VAT invoice' may be submitted. It is not necessary for these invoices to include the information given hereinbefore.

9.3 The invoice shall be submitted digitally to: digitaal@anwb.nl. If this is not possible, a printed copy of the invoice may be sent by post to:

ANWB BV*

Department name (to be received from you client/contact person)

Shared Service Center Crediteuren

PO Box 93340

2509 AH The Hague

* If the Order was placed by one of the business units listed hereinafter, the invoice shall be sent to that business unit. The remaining address details remain the same.

- ANWB B.V. - NL 005637727B01
- ANWB Medical Air Assistance BV - NL 803458241B01
- KNAC Services BV - NL 009187212B01
- Reis -en Rechtshulp NV - NL 007403240B01
- Stichting Bewaar ANWB – NL 8170.10.427B01

9.4 Invoices not meeting ANWB's prior demands cannot be processed. ANWB shall notify the Supplier about any missing information and shall request the Supplier to submit this. ANWB shall process the invoice after the missing information has been provided. As of that moment, the period of payment given in the first paragraph of this article shall apply.

9.5 The ANWB is not required to pay invoices which, for whatever reason, are received by the ANWB later than six months after the date of the actual delivery or service.

9.6 The provisions of this article are without prejudice to ANWB's right to suspend, recalculate, discount or other rights arising from the present general terms and conditions of purchase.

9.7 Under no circumstances shall payment imply a waiver of rights.

Article 10. Benchmarking

10.1 ANWB retains the right to investigate the market conformity of the fees of the services provided by the Supplier or the prices of the delivered products. If the result of such investigation so warrants, ANWB shall consult with the Supplier to adjust the rates and/or prices. If the Parties do not reach agreement about the new fees and/or prices, ANWB has the right to terminate this contract.

Article 11. Transfer to third party

11.1 ANWB is entitled to transfer any obligation or right arising from the contract between ANWB and the Supplier to a 100% subsidiary of ANWB.

11.2 The Supplier is not entitled to transfer to a third party any obligation or right arising from the contract between ANWB and the Supplier without ANWB's express prior written consent.

11.3 Irrespective of the consent referred to in article 11.2, the Supplier shall remain fully accountable and liable towards ANWB with respect to all which arises from the obligation transferred.

Article 12. Image of ANWB

12.1 The reputation of ANWB as a reliable and professional party with social esteem is of major importance. That reputation must be protected and enhanced by irreproachable, professional behaviour in accordance with the General Rules of Conduct ANWB and the ANWB Code of Conduct for Suppliers 2011.

12.2 ANWB requires the Supplier to act in accordance with the reputation, image and professional standards of ANWB, including the codes of conduct referred to in article 12.1, and to accept shared responsibility for maintaining and enhancing this reputation.

Article 13. Corporate social responsibility (CSR)

13.1 The Supplier is aware of the fact that ANWB attaches great value to corporate social responsibility and has a CSR policy to this end.

13.2 The Supplier accepts its responsibility for the effects of its activities on the environment, staff and the society in which it operates. The Supplier shall endeavour to create its own CSR policy and any CSR plan of action.

13.3 On ANWB's demand, the Supplier shall inform ANWB about its activities in the area of CSR.

13.4 The Supplier, its personnel and any persons/third parties engaged by the Supplier with ANWB's written consent are obliged to observe the statutory safety, health and environmental regulations. The consequences of violating any statutory provision in the context of performance of the agreement shall be entirely at the Supplier's expense and risk.

- 13.5 The Supplier, its personnel and any persons/third parties engaged by the Supplier with ANWB's written consent are obliged to strictly observe the ANWB company regulations in respect of safety, health, environment or in other fields.
- 13.6 In the framework of its service, the Supplier and/or its personnel are responsible for not acting in violation of applicable laws and regulations including but not restricted to the environment, human rights, labour conditions and to children's and women's rights, for the prevention of discrimination.
- 13.7 The Supplier guarantees that none of the products or services provided to ANWB are produced or reinforced by means of forced or child labour as defined in ILO resolution 29, 105, 182, ISO 26000 and SA 8000.
- 13.8 Parties shall not offer each other or third parties nor request, accept or be promised by each other or third parties any gifts, rewards, compensation or benefit of whatever nature for themselves or any other party which might be explained as illegal practice.
- 13.9 The Supplier will be pro-active and, where possible, innovative in improving the social and ethical aspects connected to the goods or services to be provided.
- 13.10 The supplier shall make demonstrable efforts to implement the CSR standards referred to in this article within its own company and in its supply and production chains.
- 13.11 The Supplier and ANWB are open to and give consideration to each other's advice about working better with people, society and the environment.
- 13.12 If the Supplier fails or is suspected of failing to act in accordance with the provisions of this article on the ground of reports from the Supplier and/or by external signals from, for example, social organisations, ANWB shall undertake the following actions of increasing severity:
- Ask the Supplier for an explanation, extra reports and/or intended efforts;
 - obtain external advice;
 - begin its own investigation;
 - act as in a case of breach of contract (see Articles 6 and 16).

Article 14. The environment and hazardous substances

- 14.1 The Supplier is aware that ANWB plan to limit any negative effects of its business operations on the environment. The Supplier declares it shall endeavour to limit as much as possible the negative effects on the environment caused by its goods and/or services provided, for example by using fewer environmentally unfriendly materials, products and production methods. This particularly concerns the negative effects with regard to: climate change, air quality, noise pollution, water quality, biodiversity, and quality of the landscape.
- 14.2 On ANWB's demand, the Supplier shall make available to ANWB, prior to the first delivery, all relevant information concerning the negative environmental effects of its products and services.
- 14.3 The Supplier guarantees the information it provides is each time complete and accurate.
- 14.4 Prior to the first provision of products and/or services, the Supplier shall inform ANWB in writing if materials or products are used of which the Supplier is considered to know that these, possibly in combination with other products or materials, are dangerous for humans, goods or the environment. In those cases, ANWB is authorized to cancel the orders free of charge.
- 14.5 Prior to the first provision of products and/or services, the Supplier shall inform ANWB in writing if the use of products communicated to the Supplier results in waste materials or if the products themselves form waste materials which are subject to statutory measures concerning their removal and/or processing. In those cases, ANWB is authorized to cancel the orders free of charge.
- 14.6 The Supplier shall be pro-active and, where possible, innovative in improving the environmental performance connected to the products or services to be provided. In so far as applicable, it is preferred to avoid and/or reduce energy-linked or transport-linked emissions into the air during the use or provision of goods.
- 14.7 The Supplier shall make demonstrable efforts to implement the environmental standards referred to in this article within its own company and in its own delivery and production chains.

Article 15. Management Information

- 15.1 On ANWB's demand, the Supplier shall provide the available reports normally used in the service provision unless otherwise agreed.

Article 16. Termination

- 16.1 ANWB is entitled to terminate the contract(s) with immediate effect:
- in the event of the Supplier's non-performance, untimely performance or improper performance without any notice of default being required;

- b) in the event the Supplier is declared bankrupt, a suspension of payment has been applied for, or any of the Supplier's assets are attached, all this without prejudice to the provisions given hereinbefore;
 - c) in the event the Supplier discontinues its operations, liquidates, transfers all or part of its company to a third party, changes its legal identity or changes the actual authority within the Supplier, which could lead to unfavourable consequences for ANWB.
 - d) in the event causes reputational damage to ANWB.
- 16.2 Termination of the contract(s) shall take place by means of written notification by ANWB to this effect, sent by registered post.

Article 17. Consequences of termination of contract

- 17.1 Obligations which are by nature intended to continue after termination of the contract, shall continue to apply after termination of this contract. These obligations include: guarantees/warranties (art. 21), liability (art. 6), intellectual right and intellectual property rights (art. 5), non-disclosure (art. 8), applicable law and choice of forum (art. 18).

Article 18. Applicable law/Choice of forum

- 18.1 All contracts between ANWB and the Supplier are governed by Netherlands law. The Vienna Sales Conventions is expressly excluded. Other foreign legislation and treaties are expressly excluded in so far as these are not mandatory.
- 18.2 All disputes which may arise between ANWB and the Supplier following requests, quotations and agreements or further agreements and other acts in connection with the foregoing, although not exclusively, wrongful acts, sums paid but not due, and unjust enrichment shall be submitted exclusively to the competent judge in the District Court of The Hague.

Article 19. Delivery

- 19.1 Unless otherwise expressly agreed in writing by Parties, the Supplier 's deliveries shall be made at the place and time stated on the Order and under DDP ("Delivered Duty Paid", Incoterms 2010, International Chamber of Commerce). If no exact time of delivery was agreed, the Supplier shall provide the goods/services on Monday to Friday between 09.00 and 16.30 hours
- 19.2 If Parties did agreed a time, this time of delivery is a fatal deadline. If the Supplier fails to deliver, fails to deliver on time or not at the agreed place, the Supplier shall be in default by operation of law without further notice of default being required. ANWB is entitled to terminate the contract without prejudice to ANWB's right to compensation/damages for the loss/damage incurred.
- 19.3 If the Parties did not agree an exact time of delivery, ANWB shall first give the Supplier a written notice of default and a reasonable period for the Supplier to fulfil its obligations arising from the contract. If the Supplier remains in default, ANWB is entitled to terminate the contract without prejudice to ANWB's right to compensation/damages for the loss/damage incurred.
- 19.4 If a phased delivery was agreed and the Supplier is in default for not delivering at a phase, the provisions of article 19.2 shall apply and ANWB is furthermore entitled to cancel future deliveries whether or not these future deliveries arise from the same or from other contracts.
- 19.5 If and in so far as circumstances arise or can be expected which would cause the Supplier's non-performance or untimely performance of any obligation, the Supplier is obliged to immediately inform ANWB in writing accordingly, and to explain the nature of the circumstances as well as the measures taken and the expected length of the delay. If the Supplier fails to do so, it can no longer invoke these circumstances. ANWB shall then verify if it can make other arrangements with the Supplier. The foregoing applies without prejudice to the provisions of articles 19.2, 19.3 and 19.4.
- 19.6 Delivery shall be made in the manner stated on the Order or otherwise agreed, in solid packaging, and in the agreed units, quantities and dimensions.
- 19.7 The goods to be delivered shall not be packed in packing material which, at the time of delivery, are assessed as or are assumed to be environmentally harmful or which can otherwise form a threat to safety, well-being or health.
- 19.8 The Supplier guarantees that, with regard to transport and packaging of the delivered goods, the Dutch and European/international legislation and regulations are complied with.
- 19.9 At ANWB's request, the Supplier shall remove its used packaging material responsibly and without charge.
- 19.10 ANWB shall not return any packaging material.
- 19.11 The Supplier guarantees that, in its performance of the contract, it makes use of knowledgeable, experienced and professionally skilled persons as well as adequate goods meeting the relevant reasonable requirements or meeting ANWB's requirements.

Article 20. Property and risk

- 20.1 The property and risk of the goods delivered is transferred to ANWB at the moment of delivery and ANWB's related approval by an authorized person.

Article 21. Guarantees/warranties

- 21.1 The Supplier guarantees the soundness and agreed quality of the goods delivered and guarantees that the goods comply with the usual requirements of usability, safety and life span, comply with the agreed specifications and qualifications, are free of design flaws, production defects and/or material flaws, and are suitable for their designated purpose(s).
- 21.2 The Supplier guarantees the goods delivered meet all relevant statutory regulations such as those regarding quality, the environment, safety and health.
- 21.3 The Supplier shall deliver the goods complete with the proper instructions for use, maintenance and/or operating instructions or other related or statutorily obligatory documents, even if not explicitly agreed.
- 21.4 The Supplier guarantees delivery of parts for the delivered goods up to 10 years after purchase of the delivered goods.
- 21.5 If the Parties did not agree any guarantee/warranty period, the guarantee/warranty period shall be 24 months following the date of delivery, supply or service provision. For products intended for processing in equipment or systems (including software) the guarantee/warranty period shall not start until the moment these equipment or systems are completed or delivered, on the understanding that the guarantee/warranty period shall end not later than 30 months following delivery of the products.
- 21.6 The guarantee/warranty period shall be extended by the period in which the delivery did not comply with the provisions of articles 21.1 to 21.3 of the present general terms and conditions. A full guarantee/warranty period shall apply to replaced, repaired or re-produced parts of a delivery which is similar to the period agreed or the period applicable under the present terms and conditions.

Article 22. Breach of contract

- 22.1 In the event of the Supplier's breach of contract, the Supplier shall be in default by operation of law without any further notice of default being required.
- 22.2 If and insofar as any goods delivered fail to meet what was agreed, ANWB is entitled to return defective and/or damaged goods at the Supplier's expense and risk.
- 22.3 If any defective goods or services and/or any damaged goods are not replaced by proper goods or services or undamaged goods to be provided under the terms of the contract within 5 working days of ANWB's notification to that purpose, ANWB is entitled, at its discretion, to receive a reduction of the purchase price, to terminate the contract, or to have a third party perform the service at the Supplier's expense and risk, without prejudice to ANWB's right to compensation/damages. In such cases, ANWB furthermore has the right to cancel any agreed future deliveries and/or performance, without being liable to pay the Supplier any compensation/damages. The foregoing shall apply unless it appears from the nature of the contract all this is not applicable. If a period of 5 working days appears unreasonable, the Parties will agree on a different arrangement.
- 22.4 A default can be attributed to the Supplier also in the event of staff shortages, strikes, staff illness, late delivery of goods or parts, unsuitability of goods or parts, non-performance of third parties engaged by the Supplier, and/or liquidity issues or solvency problems on the Supplier's part.

II SPECIFIC STIPULATIONS WITH RESPECT TO PROVISION OF SERVICES

In addition to the general provisions of section I, Articles 23 to 27 of the present terms and conditions shall apply to contracts concerning the Supplier's provision of services to ANWB. These are contracts in which the Supplier makes staff available on the basis of an hourly fee to perform certain activities on behalf of ANWB, including secondment, hiring out or hiring in personnel, or personnel made available by the Supplier (either or not subordinate to the Supplier) to realise a work or a project described in the contract.

Article 23. Price and payment of project hours

- 23.1 The provisions of this article shall apply if no fixed price (pursuant to Article 2 of the present terms and conditions) was agreed for the performance of a project.
- 23.2 Payment for work done shall be made on the basis of post-calculations, with due observance of any maximum expenditure specified in the contract. Invoicing will be done once a month either on the basis of the hours worked or on the basis of full days worked or half day worked (1 working day = 8 hours worked).

- 23.3 ANWB shall owe payment exclusively for the time in which the Supplier actually and demonstrably carried out duties for ANWB.
- 23.4 Invoices for travel expenses can be submitted to ANWB at a prior agreed rate only and if ANWB instructed any specific business trip.
- 23.5 Invoices for overtime can be submitted to ANWB only if the Supplier provided the agreed services at exceptional times at ANWB's request and subject to the Supplier's and ANWB's prior agreements to this effect.

Article 24. Contract variations

- 24.1 Without ANWB's prior written permission, the Supplier is not entitled to make changes in or additions to the contracted work.

Article 25. Hiring-in and chain liability

- 25.1 The Supplier is authorized to give instructions and directions to its employees/hired-in manpower. If it was agreed that the employees/hired-in manpower will work under the direction or supervision of ANWB, then one (1) time at the end of each quarter during the contract period, the Supplier shall give the ANWB a statement from a chartered accountant showing that the income tax and health insurance premiums owed over that quarter were paid for the employees/hired-in manpower concerned.
- 25.2 A statement from a chartered accountant as referred to in this article shall contain at least the following information:
 - 25.2.1 that the employees/hired-in manpower are/is listed on the Supplier's payroll administration,
 - 25.2.2 that the deductions and payments concerning income tax and health insurance premiums were made correctly,
 - 25.2.3 that payment of these amounts was made on time in the quarter concerned.
- 25.3 ANWB is authorized, at its discretion, to pay part of the agreed price (against discharge of any payment obligation) either into a blocked account or directly to the relevant Industrial Insurance Board and/or the Tax Authorities. This part shall concern the amount for which ANWB is jointly and severally liable on the grounds of the Netherlands 'Law on Chain Liability' [*Wet ketenaansprakelijkheid*] or any other regulation. The Supplier indemnifies ANWB against any claim from the Industrial Insurance Board or Tax Authorities in this matter.

Article 26. The Netherlands Placement of Personnel by Intermediaries Act [*Waadi*]

- 26.1 If, either or not for business purposes, personnel is made available by the Supplier to ANWB, the Supplier shall comply with the registration obligation in the Trade Register of the Chamber of Commerce pursuant to the Netherlands Placement of Personnel by Intermediaries Act. The Supplier indemnifies ANWB for any fines or other types of measures imposed on ANWB because of the Supplier's non-compliance with his obligations under said Act.

Article 27. Replacement of employees

- 27.1 If, in the first two weeks after commencement of the work, ANWB feels that a particular employee:
 - 27.1.1 does not fit into the team,
 - 27.1.2 is not sufficiently skilled, and/or
 - 27.1.3 is not sufficiently trained,the Supplier shall, at ANWB's request, ensure this employee is replaced by an other equivalent employee as soon as possible but not later than within 20 working days after ANWB's request. In the cases referred to in articles 27.1.2 and 27.1.3, ANWB shall not owe any payment for the work done by the employee to be replaced, and the cost of transferring knowledge to this employee shall be at the Supplier's expense.
- 27.2 In the event of illness, suspension or dismissal, the Supplier shall ensure the employee is adequately replaced. If the progress of a project demands earlier replacement, the Supplier shall ensure this occurs on ANWB's demand.
- 27.3 In the event of immediate dismissal, the Supplier shall immediately notify ANWB.
- 27.4 Employees cannot take any days' leave except with ANWB's prior permission as set out in the contract. Days' leave and bank holidays shall be at the Supplier's expense.
- 27.5 Without prejudice to the provisions hereinbefore, the Supplier shall not be allowed to replace any employees without ANWB's written permission. In the event of a replacement initiated by the Supplier, the first 5 working days shall be considered a training period, for which ANWB does not owe payment.

In addition to the general provisions of section I, articles 28 to 35 apply exclusively to contracts concerning software. More specifically, these are contracts concerning: the development of general and custom-made software and the granting of a user right to standard and other software. Custom-made software is deemed to include: additions to standard software developed at ANWB's request.

Article 28. The Supplier's tasks

- 28.1 The Supplier shall provide ANWB with ready-to-use software according to the contract and specifications.
- 28.2 A contract concerning custom-made software shall include at least:
 - 28.2.1 the consultations with ANWB for defining the specifications of the functionalities to be included in the software,
 - 28.2.2 the design, writing and making available of the software on the basis of the functionalities referred to in article 28.2.1,
 - 28.2.3 the testing and, if required, corrections of the software,
 - 28.2.4 the installation by the Supplier of the software in the agreed computer system (both in the test environment and the final production environment),
 - 28.2.5 the successful completion of the acceptance test and the provision of the necessary documents for use and maintenance,
 - 28.2.6 the training for how to use the software,
 - 28.2.7 the dates on which the software is ready to be tested, installed and made available. These dates are fatal deadlines. If the Supplier fails to meet any deadline, it shall be in default by operation of law, without any notice of default being required.
- 28.3 The Supplier shall be responsible for the software being compatible with the relevant computer systems and system software.

Article 29. Security test

- 29.1 Before the start of the project, the Supplier shall have carried out, for the solution suggested/offered, a security or other penetration test on the basis of the ANWB security guidelines to test for these standards. If the Supplier already carried out its own penetration tests, ANWB shall receive and assess these test results for inspection purposes. If the Supplier does not have a penetration test, the penetration test may be carried out by an ANWB-approved party. Any costs for the penetration tests shall be payable by the Supplier.
- 29.2 Any new releases and major update (or upgrades) shall furthermore be notified by the Supplier, which shall also be tested by the Supplier for safety in accordance with ANWB guidelines. If the tests referred to in paragraphs 1 and 2 of this stipulation show that the software contains errors which could have been prevented by secure coding or hardening principles, the Supplier shall correct these errors free of charge.

Article 30. Acceptance test

- 30.1 After provision of the ready-to-use software, ANWB is entitled to test the software over a period to be determined by agreement. If no period was agreed, a term of 20 working days shall apply.
- 30.2 If during the acceptance test it appears that the software is defective or fails to meet the specifications, ANWB shall notify the Supplier this in writing.
- 30.3 If the Supplier fails to succeed in repairing the reported defects within a period to be determined by agreement, ANWB is entitled to terminate all or part of the contract.

Article 31. Software guarantee/warranty

- 31.1 This Article applies as an addition to the provisions of article 21.
- 31.2 The guarantee/warranty commences after a successful acceptance test.
- 31.3 If during the agreed period of guarantee/warranty the software appears to be defective, ANWB shall notify the Supplier in writing.
- 31.4 Defects include all errors and faults occurring in the software as well as all deviations becoming apparent from using the software, including their properties and functionalities attributed by the Supplier in its documents or publications.
- 31.5 The Supplier shall repair said defects at its expense within a reasonable period and shall assist ANWB free of charge in carrying out work to be done or done again due to the defects.
- 31.6 If the Supplier demonstrates that the cause of the defects mentioned in articles 31.3 up to and including 31.5 lies with ANWB, ANWB will reimburse the repair costs.

- 31.7 ANWB is entitled to terminate the contract as well as all or part of any related maintenance contracts concluded, if said software defects are not repaired by the Supplier within a reasonable period after ANWB ordered it to do so.

Article 32. Ownership of custom-made software

- 32.1 This article is an addition to the provisions of article 5.
32.2 The Supplier hereby transfers the property rights to custom-made software to ANWB, which transfer ANWB hereby accepts.
32.3 On completing the custom-made software – or an update, upgrade or new release of the custom-made or other software – the Supplier shall provide ANWB with the source code on a data carrier to be agreed as well as any relating documents.
32.4 The Supplier guarantees that no logos – such as copyright logos – are used in custom-made software.
32.5 Without ANWB's prior written approval, the Supplier shall not use the know-how gained thanks to ANWB in developing custom-made software for the benefit of third parties, on pain of an immediately due and payable penalty of €100,000 without prejudice to ANWB's right to claim compensation/damages for the actual damage incurred.

Article 33. Escrow standard software

- 33.1 On ANWB's demand, the Supplier shall deposit the source code for the software – and each update, upgrade or new release of the software – with an escrow agent and will cooperate in drawing up an escrow contract.

Article 34. Uninterrupted use

- 34.1 The Supplier guarantees ANWB uninterrupted use of the software.
34.2 ANWB is allowed to:
34.2.1 use the software temporarily for the purpose of tests, implementation preparations and/or development and, in the event of technical malfunction, on equipment other than that for which the user rights was granted.
34.2.2 If ANWB makes use of the right set out in article 34.2.1, it is furthermore entitled to make two back-up copies of the software on the understanding that these will be completely removed from the temporarily used equipment as soon as possible after the temporary use.

Article 35. Anti-virus protection

- 35.1 The Supplier must take all necessary steps to prevent virus infections in ANWB's systems during the work done at ANWB or online on ANWB's systems. For the purpose of this article, the term 'virus' is also understood to include 'logic bombs', 'worms' or other user-unfriendly elements, which terms are generally used by the computer (software) industry.