

# Special Contractual Terms for Construction Services (BVB)/ NL

## 1. General Information

- 1.1 The contract determines the nature and scope of the service to be provided. In the event of contradictions in the contract, the other documents apply in the following order:
  - 1.1.1 Purchase order
  - 1.1.2 Record of negotiations
  - 1.1.3 Special contractual terms (BVB) of the Customer
  - 1.1.4 Service specifications with the additional technical specifications for the relevant construction site and construction work
  - 1.1.5 Drawings and calculations attached to the tender, available for inspection or mentioned in the tender (the scale of the drawings submitted and the information they contain must be taken into account)
  - 1.1.6 The Uniform Administrative Conditions for Integrated Contracts 2005 (*Uniforme Administratieve Voorwaarden voor Geïntegreerde Contracten 2005*) ("**UAV-GC 2005**"). The Contractor declares that he has received a copy of and is familiar with the UAV-GC 2005.
- 1.2 Additional offers are welcome. They must, however, be submitted by means of a special attachment. They become part of the contract only upon written confirmation by the Customer.

## 2. Order/Order Extensions

- 2.1 The contract is awarded privately.
- 2.2 The deadline for awarding the contract is 42 working days from the end of the tendering period set by the Customer. The Tenderer remains bound to the tender until the award deadline has passed.
- 2.3 The contract is concluded when a tender is accepted in good time without modification, even if a later written version of the contract is intended. The Contractor confirms receipt of the award.
- 2.4 If the award contains extensions, restrictions or changes to the negotiated tender or it is awarded late, it will be deemed accepted if the Contractor does not object in writing within 10 working days. The above applies accordingly to subsequent extensions of the main order on the basis of supplementary offers.
- 2.5 Only the Customer's respective purchasing departments may award the contract for the main order and/or the extensions, restrictions or changes.
- 2.6 **Only** our special contractual conditions and our conditions of purchase apply. External terms and conditions are hereby rejected. External terms and conditions will only become part of the contract if the Customer expressly accepts their inclusion in writing.
- 2.7 The Contractor is under obligation and guarantees that, in the event that the services are subcontracted to subcontractors, all agreements with the Customer will become the subject of the subcontract. **The Customer does not enter into any contractual obligations towards the subcontractor, in particular payment obligations.**

## 3. Remuneration

- 3.1 The agreed prices are fixed for the duration of the construction period. Price changes are excluded. All expenses necessary for complete and proper performance of the services must be included in the prices. Discounts apply to all services provided by the Contractor.
  - 3.1.1 Before submitting an offer, the Contractor must find out about the local conditions on the construction site, the nature of existing structures and the adjoining site and all other matters that are additionally relevant to the execution of the order. Subsequent objections and additional claims made out of ignorance of the construction site will not be recognized.
  - 3.1.2 All ancillary services, such as freight, packaging, carriage, transportation expenses, hardship allowances for seasonal and construction-related disabilities, travel expenses or accommodation allowances, environmentally friendly statutory recycling or disposal of residual materials and "general" expenses are included in the unit prices and paid for with them.
  - 3.1.3 Surcharges for overtime and/or shift work arranged by the Contractor to fulfill the contract are not remunerated separately.
  - 3.1.4 Surcharges for seasonal weather conditions that affect the performance of the work are included in the unit prices and paid for with them. Winter construction measures (e.g. clearing snow, preheating building materials and heating the building) are not remunerated.
- 3.2 If new prices have to be agreed, the Contractor must, upon request, submit the calculation for the new prices, including the calculation bases of the contractually agreed prices, to the Customer for inspection and provide the necessary information.
- 3.3 Changes in quantity of up 30% do not give rise to a change in the unit prices.
- 3.4 Hourly wage work is remunerated only if the local construction supervisor appointed by the Customer or the Customer

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itself expressly commissioned it prior to execution. To that end, the Contractor determines the anticipated scope of the services and has it confirmed by the local construction supervisor. Hourly wage slips (local construction supervisor's template) **will only be recognized** by the Contractor if it contains the following entries:

- ▶ Initiator's name
- ▶ Service, with date
- ▶ Associated service specifications and spec. item no.
- ▶ Worker's name and qualifications
- ▶ Working/driving hours and equipment used
- ▶ Materials used

The costs of coordination and (self-) monitoring and the use of necessary small equipment must be included in the hourly rates. Small equipment includes the customary tools and smaller machines necessary for trade-specific implementation of the work. The hourly wage slips must be presented to the local construction supervisor **daily**. The period for submitting hourly wage slips is limited to a maximum of 12 working days. Retrospective recognition of the hourly wage slips is excluded. Unless otherwise agreed, the service must be invoiced within four weeks of its execution.

- 3.5 Supplements concerning changes to the services or additional services must be offered to the Customer (commissioning department) in writing prior to their execution. They are deemed to have been agreed upon receipt of the Customer's **written** supplementary order.

## 4. Execution Documents

- 4.1 All documents required to perform the service are made available to the Contractor in good time based on the progress of the construction. The Contractor is responsible for requesting the documents in good time. The Contractor has to check all the information on the submitted documents, in particular with regard to dimensions and materials, immediately after receiving them, compare them with the local conditions and the construction work already carried out, and inform the Customer in writing without delay of any deviations from the service specifications or other documents found during the inspection.
- 4.2 If there is a risk that the service will be hindered, the Customer must be notified in writing without delay (first copy always to the ordering department).
- 4.3 Calculations and work drawings to be produced by the Contractor must be submitted to the Customer for inspection in due time and made available free of charge in at least two copies or in accordance with the preliminary technical remarks. The Customer has at least 12 working days for the inspection, depending on the scale of the project.
- 4.4 The time required to process plans, clarify technical details and submit approvals are included in the agreed delivery and performance periods.
- 4.5 Agreed exchanges of data (offers, invoices, CAD data) between the Contractor and the Customer are carried out **without** additional remuneration in accordance with the Customer's specifications.

## 5. Building site

- 5.1 The Contractor shall keep a construction diary. It must record the progress of construction work, the weather conditions, and the key procedures and results on the building site, in particular the number of workers present on the building site each day. The Customer must be issued with a copy of the construction diary for the past week at the beginning of each week. Otherwise, the Customer must be permitted to inspect the construction diary at any time.
- 5.2 On the first working day of each month, the Contractor shall provide the Customer with a detailed written report on the stage of construction. The report must be signed by the Contractor and must contain, in particular, information on the stage of construction, the schedule situation, progress achieved and the progress expected for the coming month, and any special incidents.
- 5.3 The Customer is entitled to request further information at any time at its due discretion. In the event of a delay to the agreed schedule, the Contractor must include a separate section in the construction stage report to explain in detail what measures have been and are to be taken to catch up on the delay.
- 5.4 The Contractor is entitled to use free spaces on the plot as building site facilities. After the project is completed, the Contractor must leave said free spaces as it originally found them. The Contractor shall bear the costs of any reinstatement work, cleaning, etc.
- 5.5 The Contractor shall provide the Customer with a site trailer on the building site, including office equipment and Wi-Fi, free of charge. The Customer is entitled to co-use meeting rooms.
- 5.6 The Parties shall hold weekly construction meetings. The Contractor, or individuals appointed by the Contractor, shall prepare minutes of the construction meetings and send them to the Customer.

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- 5.7 The building site and accesses must be kept clean and clear for the entire duration of the construction project and must be cleaned once per week. In particular, it must be ensured that no leftover foam material, packaging film, etc., is blown onto neighboring plots or street areas and/or must be removed from there immediately. The Contractor remains the owner of the residual materials it has caused/left. If the person who caused it cannot be identified, the costs of the necessary cleaning/disposal will be allocated to the companies employed at the time.
- 5.8 Advertising or other signage on the street, hoarding, or scaffolding or in the building site area is only permitted with the Customer's prior consent. Any signage or lettering erected by the Contractor or its agents without authorization must be removed at the Contractor's cost. The Contractor must impose a corresponding obligation on its subcontractors.
- 5.9 The Contractor has sole responsibility for security on the building plot and building site. It hereby exempts the Customer from the latter's obligation to maintain public safety. The Customer must be notified in writing without delay of any special incidents, namely accidents.
- 5.10 In the course of the building site setup and execution of construction work, the neighbors' interests must be taken into consideration as far as possible, and at least within the scope of legal requirements.
- 5.11 The Contractor itself is responsible for securely accommodating and managing workers, building materials, and equipment. The Customer shall accept no liability whatsoever in this respect. No residential or overnight accommodation may be established on the plot to be developed.
- 5.12 The Contractor shall be responsible for meeting obligations to third parties where public and private streets and paths, plots, and facilities are used for the building operations. With regard to the work it has agreed to carry out, the Contractor shall take all measures that are necessary to secure the affected plots, facilities, streets, and paths, and in particular neighboring developments. The Customer shall instruct evidence to be preserved before demolition and excavation work begins, but this must be coordinated and organized by the Contractor. After the completion of the demolition and excavation work, further evidence shall be collected by the Contractor by agreement with the Customer. The results shall be submitted to the Customer.
- 5.13 The Contractor hereby declares that it shall, under its own responsibility, liaise with the neighbors in good time, e.g., hold preparatory meetings to agree individual measures, in the course of performing its scope of services. The Customer must be notified of discussions with neighbors in writing without delay.
- 5.14 The Parties agree as follows on the use of third-party space by the Contractor:
- ▶ The Contractor must apply to the competent authority regarding any special use of public spaces in good time at the Contractor's cost, and the Contractor must coordinate with said authority or any utility companies concerned. This provision shall apply mutatis mutandis to the use of private areas, e.g., neighboring plots.
  - ▶ The areas used by the Contractor must be restored to their original state by the Contractor after use – if necessary in liaison with the owners of the areas – at the Contractor's expense. This shall apply in particular to all work in public areas.
  - ▶ All areas, paths, and streets used by the Contractor must be continuously maintained, cleaned, and fully restored after the completion of all building and demolition work. Departure points at the edges of roads must be protected from damage.
  - ▶ All damage and dirt caused by the Contractor, its agents, or subcontracted third parties to services and supplies of other parties or to neighboring plots and buildings must be remedied by the Contractor without delay at its own cost.
  - ▶ The Customer must be fully and unconditionally indemnified against any and all third-party claims (in particular special usage charges, compensation claims, etc.) in connection with the use of areas within the meaning of the above provision, which are asserted against the Customer due to culpable conduct by the Contractor or its employees. As part of this indemnity, the Contractor shall in particular make every effort to support the Customer in the defense against unfounded claims before a court or in out-of-court proceedings.
- 5.15 The Contractor shall furthermore be liable for any damage for which it is responsible that results from operating the building site or failure to observe official or legal regulations.
- 5.16 Should the Contractor breach the above obligations, it shall indemnify the Customer from any and all resulting disadvantages, including but not limited to any fines imposed or third-party claims.
- 6. Execution**
- 6.1 Throughout the construction period, the Contractor must hire a site manager or assembly manager with the necessary supervisory staff on the construction site. The site manager must be named to the local construction supervisor appointed by the Customer and the health and safety coordinator in accordance with the Customer's construction site rules. The work to be carried out must be discussed with the local construction supervisor and the health and safety coordinator before work begins.
- 6.2 The Customer's agents on the construction site are not entitled to accept goods and services from third parties for the

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- 6.3 If the Contractor intends to hire subcontractors to provide its services, the Customer's written consent must be obtained in advance. This does not affect Clause 2.7.
- 6.4 The local construction supervisor assigns the storage areas for building materials and spaces for construction workshops and temporary storage of rubble.
- 6.5 The Customer does not provide accommodation and storerooms unless otherwise agreed in writing.
- 6.6 For sorting, storing and recycling/disposing of waste, the statutory and regional regulations must be observed and any additional environmental protection measures must be taken.
- 6.7 Laws, regulations and country-specific rules on environmental protection and the Customer's site rules must be observed.
- 6.8 The Contractor guarantees that neither the Contractor nor its subcontractors will hire employees without valid working papers that are in accordance with regulations. The Contractor undertakes to keep copies of the working papers (social security card, work permit, residence permit) available on the construction site at all times. The construction manager has the right to check that the working papers are available at any time. If employees are hired without valid working papers, a contractual penalty of EUR 250.00 + VAT per man day, limited to 5% of the order total, is agreed.
- 6.9 If the Contractor or its subcontractors are found to be using illegal employees, the Customer is entitled to terminate the contract for good cause with the legal consequences of Section 11 of the contract.

## 7. Performance Deadlines and Obstructions

- 7.1 When the contract is awarded, the Contractor determines the start of the work and the performance deadlines based on the total number of working days required by the Contractor in accordance with the tender. Unless otherwise stated in the award, the Parties jointly determine individual deadlines in specific calendar dates before the start of the performance.
- 7.2 Strikes are not considered a circumstance for which the Customer is responsible.
- 7.3 Weather conditions do not give rise to any claims to additional remuneration on the basis of a disruption to the construction process.
- 7.4 The parties will jointly assess whether there are weather conditions that obstruct the performance of the work. In case of delay caused by such jointly determined unworkable weather conditions, the Contractor is entitled to an extension of the performance periods in accordance with paragraph 44 of the UAV-GC 2005. However, the Contractor is not entitled to compensation of costs or damage resulting from such delay.

## 8. Termination

- 8.1 Only the Customer may terminate the agreement at any time until the work is completed, in which cases paragraphs 16-8, 16-9, 16-10(a) and 16-10(c) of the UAV-GC 2005 apply. For the rest, paragraph 16 of the UAV-GC 2005 does not apply.
- 8.2 In addition, the Customer may rescind the agreement for just cause (*ontbinden wegens tekortkoming in de nakoming van een verbintenis*) as provided for by Dutch law. The following cases shall in any event constitute just cause:
  - ▶ The Contractor fails to provide the agreed guarantee as security for contractual performance, despite the allowance of a 14-day grace period.
  - ▶ The Contractor or its subcontractor(s) breach the provisions of the Chain Liability Act (*Wet ketenaansprakelijkheid*), the Foreign Nationals (Employment) Act (*Wet arbeid vreemdelingen*), the Compulsory Identification Act (*Wet op de identificatieplicht*), the Labour Market Fraud Act (*Wet aanpak schijnconstructies*), the Minimum Wage and Minimum Holiday Allowance Act (*Wet minimumloon en minimum vakantiebijslag*) and/or the Employment Conditions (Posted Workers in the European Union) Act (*Wet arbeidsvoorwaarden gedetacheerde werknemers in de Europese Unie*) and does not cease such breaches despite a written request, with allowance of a grace period and a termination warning.
  - ▶ The Contractor suspends its work for longer than two weeks without a legitimate reason and does not resume its work despite a reminder and allowance of a grace period from the Customer.
- 8.3 If the agreement is terminated or rescinded prematurely for any reason whatsoever, the Contractor must, without delay, hand over to the Customer the work documents required to continue the planning and construction work (including plans, tender documents, contracts, official permits and decisions, as well as official plans of any kind). No right to refuse delivery and/or right of retention may be claimed in this respect.
- 8.4 In the event of termination by either Party or rescission by the Customer, the Contractor shall clear the building site without delay irrespective of the reason for the termination. In such a case, an independent and professional third party shall be commissioned without delay to inspect and record the condition of the building site and building. The third party's costs shall be borne by the Party to which the termination is attributable; otherwise both Parties shall pay equal amounts.
- 8.5 The Customer is also entitled to demand that site facilities remain on the building site at the Customer's cost until the building project can be continued by a replacement contractor.

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- 8.6 If the agreement is terminated prematurely, irrespective of by which Party, or rescinded by the Customer, the Customer shall be entitled to take the Contractor's place in the agreements concluded by the Contractor with all subcontractors engaged by the Contractor. To this end, the Contractor hereby assigns to the Customer all claims from agreements between the Contractor and subcontractors subject to the suspensive condition of the termination of this agreement, and shall ensure that the assignment of said claims is not prohibited under the relevant subcontractor agreements. The Customer is entitled to complete this assignment by notifying the subcontractor of the assignment.
- 8.7 Even after the agreement ends, the Contractor shall remain obliged to give the Customer all required information concerning the building project.
- 8.8 If the agreement is rescinded for just cause that is attributable to the Contractor, only the services usable by the Customer that have been provided by the termination date shall be remunerated. The invoice value of services not provided shall be deducted from the contractual remuneration. This invoice value shall be calculated on the basis of the unit prices on which the all-inclusive price is based, if applicable, or otherwise in accordance with the original calculation, based on the volume of services not performed that are covered by the all-inclusive price.
- 8.9 In all other respects, any compensation claims by the Customer shall not be affected by the termination or rescission and shall not be restricted in any way whatsoever.
- 8.10 Termination by the Customer may be restricted to discrete service sections.
- 8.11 Notice to terminate or rescind must be given in writing.
- 9. Liability**
- 9.1 The statutory provisions apply, unless otherwise agreed by the Parties.
- 9.2 The Contractor shall also be liable for its agents and suppliers in accordance with the legal regulations.
- 9.3 In addition to the traffic safety obligations incumbent on the Contractor by law, the Contractor assumes any further traffic safety obligations of the Customer throughout construction for its area of performance.
- 9.4 The Contractor is liable for all losses that the Contractor or its agents culpably cause in connection with the work assigned to them. The Contractor releases the Customer from any claims made by third parties.
- 9.5 The careful selection of its agents does not release the Contractor from its liability.
- 10. Insurance**
- 10.1 The Contractor is responsible for insuring its own equipment and materials. The Customer does not provide any insurance.
- 10.2 The Contractor ensures that it has taken out public liability insurance, including environmental damage, pipe damage and consequential damages. The Contractor will provide proof of this upon the Customer's request.
- The minimum amounts insured are:
- ▶ Public liability insurance (incl. environmental damage) Flat rate for personal and material damage EUR 2,500,000
  - ▶ Fire and explosion damage to buildings and facilities of the Customer EUR 5,000,000
  - ▶ Damages through professional activity EUR 100,000
  - ▶ Financial loss EUR 50,000
- 10.3 The Contractor must provide the corresponding evidence to the Customer without being requested to do so, and no later than when the order is accepted. The Customer is entitled to withhold payments until the relevant evidence has been submitted.
- 11. Contractual Penalty/Premium**
- 11.1 If the agreed performance deadlines are missed, the Contractor must pay an agreed contractual penalty of 0.5% of the order value, up to a maximum of 5% of the order value, for each working day of the delay, which may be deducted from its credit balance or billed to it until final payment.
- 11.2 The Customer may assert a forfeited contractual penalty up to the final payment, even if the Customer did not reserve it at the time of acceptance.
- 11.3 Any claims to compensation by the Customer beyond the contractual penalty remain unaffected, i.e. the Customer is entitled to claim damages in addition to the penalty.
- 11.4 If the payment of a premium has been agreed with the Contractor for an early completion, the Contractor will receive the agreed premium for each working day earned up to the end date. A premium will be paid only if it has been individually agreed upon during the award negotiations and stipulated in the construction contract/order.
- 12. Acceptance**
- 12.1 The Customer requests a formal acceptance for the service provided by the Contractor.

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12.2 If an agreed acceptance is not possible owing to culpable behavior on the Contractor's part, the Customer reserves the right to invoice the time and travel costs caused by this.

12.3 Insofar as the Contractor has to produce inventory/revision plans for the Customer that correspond to the performance, they must be provided to the Customer in duplicate free of charge until the time of acceptance. If the Contractor does not deliver the agreed documents within a reasonable period set by the Customer after completion of the work, the Customer may produce them or have them produced at the Contractor's expense.

## 13. Warranty claims

13.1 At the point of acceptance, the services provided by the Contractor for the Customer shall be free from defects in accordance with the state of the art.

13.2 The Contractor will provide warranties for the parts of the work as agreed between the Parties. The warranty for each part will have the duration of 5 years unless otherwise agreed by the parties. The periods will start to run after acceptance of the relevant part.

13.3 In case of a defect in a part of the work for which a warranty has been issued, the Contractor will remediate the defect, for its own account and risk and without delay, upon the Customer's request. In case of such defect remediation services, a new warranty period shall begin upon acceptance of such services.

13.4 The limitation period for warranty claims for remedial work does not end before the expiry of the limitation period agreed for or applicable to performance of the contract.

13.5 The Contractor warrants that its subcontractors and suppliers shall issue the same warranties with the same duration and conditions on the relevant parts as the Contractor is obliged to issue to the Customer. The subcontractor's and supplier's warranties shall directly name the Customer as beneficiary of the warranties, so that the Customer is able to invoke them directly vis-à-vis the subcontractor or supplier.

13.6 Work to remedy defects shall take into consideration the Customer's operational requirements – and be performed outside regular working hours where required.

13.7 Before the warranty periods expire, the Customer may request a joint inspection of the services in question, recording any defects found.

## 14. Invoicing

14.1 In each invoice, all services provided must be listed cumulatively in an easily verifiable manner in accordance with the Customer's specifications. Deviations from this are regulated in the respective individual order.

14.2 The final invoice must be submitted to the address stated in the order within four weeks of the completion of the work.

14.3 Only items that have been contractually agreed and ordered in writing may be invoiced. The Contractor must enclose easily verifiable accounting documents with every invoice (measurements/hourly wage slip). The originals (measurements/hourly wage slips) must be enclosed with the respective final invoice.

Invoices can only be processed in a timely manner if they are drawn up in accordance with the statutory provisions and the rules agreed with the Customer and addressed correctly. The Contractor is responsible for proper access.

## 15. Payment

15.1 Unless a special agreement has been made, all payments are made within 30 calendar days net, subject to the compensation of any discrepancies subsequently identified by the Customer (e.g. calculation errors). The period begins only upon receipt of a verifiable invoice at the address stated in the order.

15.2 The Contractor is only entitled to set-off claims if its counterclaims have been legally established and are undisputed, ready for decision or recognized by us.

## 16. Security

16.1 As security for the contractual and defect-free performance of the service, 10% of the order amount will be retained. The Customer may reduce each advance payment by 10% until the agreed security amount is reached. The security deposit may be replaced with a guarantee.

16.2 As security for the fulfillment of warranty claims including compensation and for the reimbursement of overpayments, 5% of the total amount to be billed (including supplements and hourly wage work) will be withheld. The security deposit may be replaced with a guarantee.

16.3 The Customer must return any unused guarantee or withheld amounts on the date all warranty periods have passed, unless claims of the Customer are still unfulfilled. The Customer may then retain a corresponding portion of the security for those contractual performance claims. Claims from the guarantee will not expire before the limitation period for the main secured claim.



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- 16.4 All guarantees submitted by the Contractor will only be recognized if they correspond to the Customer's examples exactly.
- 16.5 Paragraph 38 of the UAV-GC 2005 does not apply.
- 17. Right of retention and right of suspension**
- 17.1 The Contractor hereby waives any right of retention (*retentierecht*) pursuant to section 3:290 of the Dutch Civil Code and retention of title (*eigendomsvoorbehoud*) pursuant to section 3:92 of the Dutch Civil Code. The Contractor must agree with its subcontractors and suppliers that they also waive such rights and that they agree with their subcontractors and suppliers that they also waive such rights. The Contractor indemnifies the Customer against any damages as a result of such rights being exercised.
- 17.2 The Contractor is not entitled to suspend performance of its obligations.
- 18. Procedural Obligations of the Contractor**
- 18.1 All persons who enter an operating facility/construction site of the Customer must comply with the regulations that apply there, and, if necessary, an identity card requirement. The Customer excludes its liability for damages caused by staying on this property, unless its liability is mandatory owing to gross negligence or malicious intent.
- 18.2 It is the Contractor's responsibility to secure the delivered materials and equipment.
- 18.3 The Customer's safety regulations and the statutory provisions must be strictly observed when inspecting containers, pits and channels, when grinding, cutting, welding and soldering, and when working with hot materials or environmentally hazardous substances and on dangerous equipment.
- 18.4 When performing all work, the Customer's safety regulations must be observed.
- 18.5 The Contractor confirms that all applicable accident prevention regulations and safety regulations will be complied with and that it will give its employees and the employees of its successor companies suitable instructions before the work is carried out.
- 18.6 The operating instructions for external parties enclosed by the Customer must be observed and complied with.
- 19. Publications**
- Any form of publication referring to the name Syntegon or its areas of business, will not be permitted without the Customer's consent.
- 20. Disputes and governing law**
- 20.1 All disputes arising out of or in connection with the contract shall be submitted exclusively to the competent courts in the Netherlands, notwithstanding the right of appeal.
- 20.2 The competent Dutch court shall be the court in whose district (*arrondissement*) the property is located. If this rule does not appoint a Dutch court or appoints multiple courts, the Rotterdam District Court shall have jurisdiction.
- 20.3 The legal relationship between the Customer and the Contractor is governed by Dutch law.
- 21. Changes**
- Changes to these "Special Terms and Conditions" must be made in writing.
- 22. UAV-GC 2005**
- 22.1 The UAV-GC 2005 apply. Throughout the UAV-GC 2005, the term "Employer" ("*Opdrachtgever*") defined therein is replaced with "Customer".
- 22.2 The defined term "Agreement" ("*Overeenkomst*") in the UAV-GC 2005 shall mean any agreement between the Customer and the Contractor regarding the works to be performed, whether verbally or in writing.
- 22.3 Failing agreement between the Customer and the Contractor, the Contractor will not perform Long-Term Maintenance.
- 22.4 The word "day" in the UAV-GC 2005 shall mean calendar day.
- 22.5 In paragraph 4-7 of the UAV-GC 2005, the word "evidently" is excluded.
- 22.6 For paragraph 4-9 of the UAV-GC 2005, the Contractor must prove that the defect in the Works can be attributed to the Customer pursuant to law, the contract or opinions prevailing in society.
- 22.7 There will be no settlement between the Customer and Contractor as provided for in paragraph 11-3 of the UAV-GC 2005.
- 22.8 There will be a defects liability period of 6 months after delivery for structural parts of the work and 12 months after delivery for installations. Paragraphs 27-3 up to and including 27-8 of the UAV-GC 2005 apply.
- 22.9 Contrary to the provisions of paragraph 28-1 subsection a of the UAV-GC 2005, if a defect is discovered in one or more parts of the Works after the actual date of completion and acceptance, the Contractor must prove that he is not to blame for the defects, nor that he is accountable for the same by law, by a legal act or according to generally accepted standards.

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Paragraphs 28-1(c) and 28-3 of the UAV-GC 2005 do not apply.

22.10 Paragraph 44-5 of the UAV-GC 2005 is replaced by the following: *"The Contractor is only entitled to cost compensation and/or extension of time in case of a circumstance as meant in paragraph 44-1, if the Customer has been timely given notice of default and insofar the Contractor has proven that the delay or circumstance has directly and negatively impacted the progression of one or more activities on the critical path. The Contractor is only entitled to cost compensation and extension of time for necessary and proven costs and time consequences after the Customer has been given notice of default and after the Customer has been granted a reasonable time to perform its obligations, while it has to be noted that costs to be compensated must be costs directly related to the Works, must be additional and must be proven by evidence."*

22.11 Paragraphs 37 and 47 of the UAV-GC 2005 do not apply.