

Terms and Conditions of Purchase of BMC Moerdijk B.V.

Version 22 September 2026

Article 1 Definitions

In these Terms and Conditions of Purchase, the following terms and expressions shall have the meanings set out below:

- *Client*: BMC Moerdijk B.V., the user of these Terms and Conditions of Purchase;
- *Supplier*: the other party contracting with the Client;
- *Agreement*: the arrangements between the Client and the Supplier, set out in writing or electronically, concerning the supply of goods, the provision of services and/or the performance of work;
- *Order*: the supply of goods, the provision of services and/or the performance of work on the terms and conditions set out in the Agreement;
- *Terms and Conditions of Purchase*: these Terms and Conditions of Purchase of BMC Moerdijk B.V.;
- *Party*: the Client or the Supplier individually;
- *Parties*: the Client and the Supplier jointly;
- *Materials*: goods incorporated into the physical objects to be produced or used in the performance of the work, excluding Equipment;
- *Equipment*: all vehicles, items of equipment, cranes, scaffolding and parts thereof, consumables and similar items used by the Supplier in the performance of the Agreement, excluding Materials;
- *Personal Data*: all information relating to an identified or identifiable natural person, as referred to in Article 4 (1) of the GDPR;
- *Data Controller/Data Processor*: as referred to in Article 4 (7) and (8) of the GDPR, respectively;
- *Defect*: any failure of the goods, installations and assemblies, services or work to comply with the provisions of the Agreement.

Article 2 Applicability

- a. These Terms and Conditions of Purchase apply to all enquiries, quotations, orders and Agreements relating to the supply of goods, the provision of services and/or the performance of work by the Supplier for the Client. Any reference to or application of the Supplier's general terms and conditions is expressly rejected, even if the Supplier refers to them in its quotation, order confirmation or at any other time.
- b. In the event of any conflict, specific obligations agreed in writing shall take precedence over these Terms and Conditions of Purchase.
- c. For the purposes of these Terms and Conditions of Purchase, 'Supplier's personnel' shall also include third parties engaged by the Supplier in the performance of the Agreement.
- d. These Terms and Conditions of Purchase shall be provided upon the conclusion of each Agreement or, if this is not reasonably possible, made available electronically prior to the conclusion of the Agreement in such a way that the Supplier can store them for future reference. The Supplier may also consult these Terms and Conditions of Purchase via [Terms and Conditions of Purchase](#) and receive a copy free of charge upon request.
- e. Any amendments or additions to these Terms and Conditions of Purchase shall only be valid if expressly agreed in writing.



Article 3 Performance of the Agreement

- a. The Supplier shall be responsible for carrying out the work to a high standard, in accordance with the latest technical standards, independently and under its own responsibility, while complying with all applicable Dutch legislation and regulations and/or other applicable requirements.
- b. In principle, the Supplier's personnel shall be available on site during working hours. Any absences, replacement personnel and arrangements regarding availability shall be agreed with the Client.
- c. The Supplier and its personnel shall comply with all applicable Dutch statutory health, safety and environmental regulations, including, but not limited to, the Working Conditions Act (*Arbeidsomstandighedenwet*) and the Working Conditions Decree (*Arbeidsomstandighedenbesluit*). The rules and regulations of the Client's company in this regard shall also be observed. The Client shall provide a copy of these rules and regulations free of charge upon request.
- d. The Supplier and any third parties engaged by the Supplier shall hold SCC (VCA) company certification. The Supplier's personnel and the personnel of any third parties engaged by the Supplier who are present on site shall hold SCC (VCA) personal certification.
- e. The Supplier and its personnel shall comply with the specific requirements set by the Client or, in the absence of such requirements, with the general requirements regarding professional competence, safety and expertise.
- f. If, in the Client's opinion, any personnel are insufficiently qualified, the Client shall be authorised to order the removal of such personnel. The Supplier shall replace such personnel without delay, subject to the provisions of paragraph a.
- g. The Supplier shall use only sound Materials and Equipment that comply with all applicable regulations regarding reliability, safety and durability. 'Sound' means, in any event, that mobile equipment is fitted with an emergency device so that it cannot move or be set in motion without a person being in control of it. The Client shall be entitled to instruct the Supplier to replace mobile equipment that does not have such an emergency device. The Supplier shall comply with this instruction without delay.
- h. The Client and the Supplier shall apply a strict zero-tolerance policy regarding the use of alcohol, drugs, medication that may affect alertness, reaction time or decision-making, or any other substances that may endanger the safety of personnel or adversely affect the performance of the work. If there is any suspicion that such substances have been used, the Client shall be authorised to deny the person concerned access to the premises.

Article 4 Client's Premises and Buildings

- a. Before commencing the work, the Supplier shall familiarise itself with the conditions at the Client's premises and buildings where the work is to be carried out.
- b. All reasonable costs arising from delays in performance caused by circumstances attributable to the Supplier shall be borne by the Supplier.
- c. The Supplier shall ensure that neither it nor its personnel hinder the uninterrupted progress of work carried out by the Client or third parties.

Article 5 Price

- a. All prices stated in the Agreement are exclusive of VAT and other government levies and include all costs associated with the performance of the Supplier's obligations, including transport, packaging, assembly and documentation.
- b. The prices are fixed unless the Agreement specifies the circumstances that may lead to a price adjustment and the manner in which such an adjustment is to be made.
- c. Indexation or price adjustments shall apply only if and to the extent that they have been expressly agreed in writing, specifying the index to be applied. Indexation or price adjustments may only take



effect on 1 January of each year. The Supplier shall notify the Client of any indexation or price adjustment at least one month before 1 January. If indexation or a price adjustment has not been expressly agreed in writing, or if the indexation or price adjustment is communicated to the Client less than one month prior to 1 January, the Client shall be entitled to refuse to accept the indexation or price adjustment.

Article 6 Invoicing and Payment

- a. The invoice, including VAT, shall be paid within 30 days of receipt of a correct and complete invoice and approval of the goods, services and/or work supplied in accordance with Article 7 of these Terms and Conditions of Purchase.
- b. The invoice shall be accompanied by timesheets signed by the Client or its authorised personnel, which shall in any event include the following details:
 - a. the name of the Supplier's employee;
 - b. the number of hours worked per date, per employee;
 - c. the total number of hours worked per week or month, per employee; and
 - d. the name and signature of an authorised employee of the Client.
- c. An invoice shall be deemed correct and complete if it complies with all statutory requirements and contains all the details required by the Client, including the purchase order number, the Supplier's VAT number and a detailed description of the services provided. The Supplier shall submit invoices electronically to the address specified by the Client.
- d. Approval as referred to in paragraph (a) shall be withheld if the goods, services and/or work objectively fail to comply with the Agreement, subject to the provisions of Article 7.
- e. The Client shall be entitled to suspend payment if, based on objective criteria, the goods, services and/or work fail to comply with the Agreement, subject to the provisions of Article 7.
- f. The Client shall be entitled to set off the amount of the invoice against any sums owed by the Client to the Supplier on any grounds whatsoever.
- g. Payment by the Client shall not in any way constitute a waiver of rights.
- h. The Client shall at all times be entitled to pay the payroll taxes and social security contributions owed by the Supplier, for which the Client, as a hirer or (principal) contractor, may be held liable pursuant to Articles 34 and 35 of the 1990 Dutch Collection of State Taxes Act (*Invorderingswet*), by paying them into the Supplier's 'G-account' as referred to in the 2004 Implementation Regulations on Hirer, Chain and Client Liability (*Uitvoeringsregeling inleners-, keten- en opdrachtgeversaansprakelijkheid*).
- i. In the cases referred to in paragraph (h), the Client shall, by payment into the G-account, be discharged from its obligations towards the Supplier to the extent of the amounts so deposited.

Article 7 Inspection

- a. The Client shall be entitled to inspect, or have inspected, the goods or services to be supplied by the Supplier, both during production, processing and storage and after delivery.
- b. At the Client's first request, the Supplier shall grant the Client or its representative access to the place of production, processing or storage. The Supplier shall cooperate with the inspection free of charge.
- c. If, due to the Supplier's actions, an inspection cannot take place at the scheduled time or must be repeated, the costs incurred by the Client shall be borne by the Supplier.
- d. In the event of rejection, the Supplier shall, within five (5) working days or within a period specified in the Agreement, ensure that the goods are repaired or replaced. If the Supplier fails to fulfil this obligation, the Client shall be entitled to procure the necessary goods from third parties or take measures itself, at the Supplier's expense and risk.



- e. If the Supplier fails to collect the rejected goods within 14 days, the Client shall be entitled to return the goods to the Supplier at the Supplier's expense.
- f. Goods or services that have not been rejected shall be deemed to have been accepted. Even after acceptance, the Client shall retain the right to invoke the warranty or make a claim for a Defect.
- g. The Client shall be entitled to inspect and examine all Materials and Equipment to be used by the Supplier in the performance of the Agreement.

Article 8 Delivery

- a. Delivery of goods and services shall take place at the agreed location and at the agreed time, on the basis of DDP (Delivered Duty Paid) under Incoterms 2020, unless otherwise agreed in writing.
- b. The Client shall be entitled to postpone delivery for valid reasons. In that event, the Supplier shall store, preserve, secure and insure the goods, properly packed, segregated and identifiable, at the Client's expense but at the Supplier's risk, until the risk has passed in accordance with Article 9. The Client may request a detailed breakdown of the aforementioned costs, which the Supplier shall provide.

Article 9 Transfer of Risk and Ownership and Provision of Security

- a. Ownership of the goods shall pass to the Client upon (actual) delivery. If the goods are to be assembled or installed, ownership shall in any event pass upon completion of the assembly or installation. If and to the extent that the Supplier's cooperation, in whatever form, is required for the transfer or registration of ownership, the Supplier shall provide such cooperation at the Client's first request and free of charge.
- b. If the Client makes Materials or Equipment available to the Supplier for the purpose of performing the Agreement, these shall remain the property of the Client. The Supplier shall store them separately from its own property and clearly mark them as the property of the Client.
- c. Once the Client's Materials have been incorporated into the Supplier's goods, a new item shall be created, ownership of which shall vest in the Client. If one or more legal acts by the Supplier are necessary to transfer ownership of this new item, the Supplier shall perform such legal acts at the Client's first request and free of charge.
- d. Risk in the goods shall pass to the Client once delivery and approval in accordance with Article 7 have taken place. If the Client does not exercise its right of inspection and has notified the Supplier of this in writing, risk shall pass upon delivery.
- e. The Client shall be entitled to require the Supplier to provide security to guarantee the fulfilment of its obligations under the Agreement. The Supplier shall provide such security at the Client's first request. Acceptable forms of security include a bank guarantee issued by a bank established within the EU and holding a Dutch banking licence; an irrevocable guarantee provided by a group company of the Supplier, subject to the Client's approval; the deposit of a security amount into a bank account held by the Client; or any other form of security approved by the Client. The amount of the security shall be at least equal to any amount paid in advance by the Client to the Supplier and shall not exceed the total value of the Order.

Article 10 Time of Delivery

- a. The agreed time for delivery or performance of the work is of essential importance to the Client. In the event of late delivery, the Supplier shall be in default without the need for further notice of default.
- b. The Supplier shall immediately notify the Client in writing of any imminent failure to meet the delivery deadline, stating the expected duration and cause of the delay. This is without prejudice to the consequences of the delay under the Agreement or by law.



- c. The Client shall grant the Supplier a reasonable period within which to remedy the breach. If the Supplier fails to fulfil its obligations within this period, or if the Supplier has not notified the Client of an (imminent) breach of the delivery deadline in accordance with the preceding paragraph, the Client shall be entitled to terminate the Agreement without further notice of default and without being obliged to pay any compensation to the Supplier.
- d. The Supplier shall reimburse the Client for any reasonable costs that the Client has already incurred or will incur in the performance of the Agreement.

Article 11 Warranty

- a. The Supplier warrants that the goods, any installation or assembly, services and work comply with the Agreement and are free from any Defect.
- b. The Supplier warrants that the goods supplied are complete and ready for use, including all necessary components, auxiliary materials, fittings, tools, spare parts, user guides and instruction manuals, even if these are not specifically mentioned.
- c. The Supplier warrants that the goods supplied comply with all relevant statutory provisions relating to reliability, quality, environmental protection, safety and health.
- d. The warranty period for the goods shall be the period customary for such goods in the market and shall be at least equal to the duration of the manufacturer's product warranty, commencing upon delivery or handover, unless a different period has been agreed in writing.
- e. If the Client discovers that the goods supplied contain a Defect, the Supplier shall be in default. The Client shall notify the Supplier of the Defect within a reasonable period after discovering it. The Client shall grant the Supplier a reasonable period within which to remedy the Defect or replace the goods.

Article 12 Breach

- a. In the event of an attributable failure by the Supplier to perform the Agreement, the Supplier shall be in default without the need for further notice of default.

Article 13 Liability

- a. The Supplier shall be liable for all damage suffered by the Client as a result of an attributable breach by the Supplier in the performance of the Agreement or as a result of unlawful acts committed by the Supplier.
- b. The Supplier shall fully indemnify the Client against any claims by third parties relating to the performance of the Supplier's obligations.
- c. The Supplier's liability shall be limited to a maximum of three times the value of the Order (excluding VAT) per claim, unless the Supplier's insured amount is higher, in which case the Supplier's liability for material damage shall be limited to the insured amount.
- d. The Client shall not be liable for any damage suffered by the Supplier, its personnel or other persons involved in the performance of the work, including the destruction of or loss of property, unless such damage results from wilful misconduct or gross negligence on the part of the Client.
- e. Unless expressly agreed otherwise in writing and without prejudice to the foregoing, liability for indirect or consequential damage shall be excluded, including loss of profit, loss of turnover and damage resulting from business interruption.
- f. The limitations set out in paragraph (c) shall **not** apply in the following cases:
 - (i) damage resulting from wilful misconduct or gross negligence on the part of the Supplier or its employees;
 - (ii) damage resulting from death or personal injury;



- (iii) damage or fines arising from a breach of the GDPR or other data protection legislation, or a breach of the security or processing obligations set out in Article 20 of these Terms and Conditions of Purchase;
- (iv) damage resulting from an infringement of third parties' intellectual property rights;
- (v) damage resulting from a breach of applicable sanctions legislation.

Article 14 Insurance

- a. The Supplier shall take out adequate insurance and maintain such cover for:
 - (i) liability towards the Client and/or third parties;
 - (ii) liability for professional negligence.
- b. Professional errors shall, in any event, be understood to mean: errors, carelessness, negligence, omissions and incorrect advice which a competent and diligent Supplier, under the circumstances and exercising the appropriate degree of care and professional judgement, ought to avoid.
- c. At the Client's first request, the Supplier shall provide copies of these insurance policies.
- d. If the Supplier is entitled to an insurance payment in connection with its liability towards the Client, the Supplier shall ensure that the payment is made directly to the Client or shall grant the Client an irrevocable power of attorney to receive the payment.
- e. Insurance taken out by the Supplier shall not result in any limitation of its liability, nor shall it result in any joint liability on the part of the Client.

Article 15 Early Termination

- a. The Client shall be entitled to terminate the Agreement, in whole or in part, with immediate effect, without further notice of default, out of court by registered letter, in the event of:
 - an attributable failure by the Supplier to fulfil its obligations under the Agreement, after the Supplier has been granted a reasonable period within which to fulfil its obligations;
 - the Supplier's bankruptcy or suspension of payment, or an application for such proceedings;
 - the cessation of the Supplier's business, the revocation of licences required for performance, or the attachment of (part of) the business's assets or goods intended for the Agreement;
 - the winding-up or (partial) transfer or takeover of the Supplier's business.
- b. Without prejudice to all other rights of the Client, the Client may terminate the Agreement with immediate effect and without further notice of default if the Supplier, its personnel or representatives have offered or provided any unauthorised benefit to a person forming part of the Client's business or to the Client's representatives.
- c. The Client may stipulate that, following termination, the Supplier's obligations that have already been fulfilled to the Client's satisfaction shall remain in force.

Article 16 Intellectual and Industrial Property Rights

- a. The Supplier warrants the Client's free and unimpeded use of the goods supplied. The goods supplied shall be free from any restrictions arising from third parties' intellectual and/or industrial property rights. The Supplier shall indemnify the Client against any claims by third parties arising from an infringement of their intellectual and industrial property rights.
- b. All intellectual property rights, including copyright, database rights, design rights, patent rights and know-how, in results developed or created by the Supplier in the context of or for the purposes of performing the Agreement are hereby transferred by the Supplier to the Client upon their creation. If any further legal act is required for the transfer, the Supplier shall cooperate in this regard and hereby irrevocably authorises the Client to perform such legal act and to sign it on behalf of the Supplier. The Supplier shall, at the Client's first request and free of charge, cooperate with the transfer and registration in the relevant registers, without being entitled to impose any conditions.



- c. In the event of a dispute regarding intellectual property rights in (parts of) the results, it shall be presumed, subject to proof to the contrary, that such rights vest in the Client. Regardless of the outcome of the dispute, the Client may continue the agreed use of the results.
- d. The Supplier hereby waives, also on behalf of its personnel, all moral rights as referred to in Section 25 (1) (a) to (c) of the Copyright Act (*Auteurswet*), to the extent permitted by law.
- e. With regard to the Supplier's pre-existing rights, the Supplier hereby grants the Client a non-exclusive, royalty-free, worldwide licence to the extent necessary for the intended use of the results.
- f. The Supplier shall be entitled to use information provided by the Client solely in connection with the award and performance of the Agreement. This information shall remain the property of the Client.
- g. The Supplier shall not use the Client's name in advertisements, publications, brochures, press releases or similar materials without the Client's prior written consent.

Article 17 Documentation

- a. The Supplier shall make the documentation relating to the goods, services or work available prior to or at the same time as delivery, preferably in electronic form.
- b. The Client shall be free to use this documentation, including reproducing it for internal use.

Article 18 Confidentiality

- a. The Supplier shall keep the existence, nature and content of the Agreement, as well as all other confidential business information of the Client, strictly confidential and shall not disclose any such information without the Client's prior written consent.
- b. The duty of confidentiality also applies to the Supplier's personnel and any third parties engaged by the Supplier. The Supplier warrants that its personnel and such third parties will comply with this obligation.
- c. This obligation shall remain in force for the duration of the Agreement and for a period of five (5) years following its termination.
- d. The Client may require the Supplier, where appropriate and at the Client's discretion, to sign a separate confidentiality statement or enter into a confidentiality agreement with the Client.

Article 19 Subcontracting and Transfer of Obligations

- a. The Supplier may only subcontract the performance of the Agreement, or any part thereof, to third parties (subcontractors) with the Client's prior written consent. Such consent may be subject to reasonable conditions.
- b. The Supplier shall only engage third parties for the performance of the Agreement if such third parties demonstrably meet the qualifications required for the performance of the Agreement, possess the prescribed safety equipment and have been informed of the applicable procedures made available by the Client.
- c. The Supplier shall remain fully responsible and liable to the Client for the performance of the work by any third parties engaged and warrants that they meet the general requirements of professional competence, safety and expertise.
- d. The Supplier shall ensure that any third parties engaged by it comply with the obligations arising from the Agreement and these Terms and Conditions of Purchase.



Article 20 Processing of Personal Data

- a. Insofar as the Supplier processes Personal Data on behalf of the Client in the performance of the Agreement, the Supplier shall act as a Data Processor and the Client as a Data Controller within the meaning of the GDPR.
- b. In such a case, the Parties shall enter into a separate data processing agreement as referred to in Article 28 of the GDPR, which shall in any event set out: (i) the subject matter and duration of the processing; (ii) the nature and purpose of the processing; (iii) the type of Personal Data and the categories of data subjects; and (iv) the rights and obligations of the Data Controller.
- c. The Supplier shall process Personal Data exclusively in accordance with the Client's written instructions and for no purpose other than the performance of the Agreement, unless a legal obligation requires otherwise.
- d. The Supplier shall implement appropriate technical and organisational measures to safeguard Personal Data against loss, unauthorised access or processing.
- e. In the event of an actual or suspected personal data breach, the Supplier shall notify the Client as soon as possible, but no later than 24 hours after discovering the breach, in order to enable the Client to fulfil its notification obligation to the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*).
- f. The Supplier shall not engage any sub-processors without the Client's prior written consent.

Article 21 Information Security

- a. The Supplier shall implement and maintain appropriate technical and organisational security measures to protect the Client's information and systems to which the Supplier has access in the performance of the Agreement. These measures shall in any event include measures aimed at ensuring availability, integrity and confidentiality.
- b. The Supplier shall notify the Client without delay of any security incidents that may affect the Client's systems or data.
- c. The Supplier shall comply with all applicable legislation relating to network and information security, including the Cybersecurity Act (*Cyberbeveiligingswet*) and the NIS2 Directive, insofar as applicable to the Supplier and/or the Client.

Article 22 Corporate Social Responsibility and Sustainability

- a. The Supplier shall conduct its business activities in accordance with the principles of corporate social responsibility, including compliance with labour rights, environmental legislation and human rights.
- b. The Supplier shall not supply any goods or services whose production or supply has contributed to serious human rights violations, including but not limited to child labour, forced labour or exploitation.
- c. Given the nature of BMC Moerdijk B.V. as a circular economy enterprise, the Supplier shall, as far as possible and insofar as relevant to the Agreement, contribute to the objectives of the circular economy. This may include, among other things, supplying Materials with minimal packaging, taking back residual materials, or providing information on the origin and reusability of Materials.
- d. Upon request, the Supplier shall enable the Client to verify compliance with this article and shall provide relevant information for this purpose.

Article 23 Integrity, Anti-Corruption and Compliance with Sanctions

- a. The Supplier and its personnel shall comply with applicable anti-corruption legislation, including the Economic Offences Act (*Wet op de economische delicten*), the Criminal Code (*Wetboek van Strafrecht*), the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act, insofar as applicable.



- b. The Supplier shall not offer or accept any benefit from persons employed by or working for the Client or from the Client's representatives in connection with the performance of the Agreement.
- c. The Supplier declares that neither it nor its directors, supervisors or, to the best of its knowledge, its shareholders are subject to sanctions under the Sanctions Act 1977 (*Sanctiewet*) or sanctions imposed by the European Union, the UN or the US.
- d. The Supplier shall inform the Client without delay if there is, or is likely to be, a breach of this article.

Article 24 Disputes

- a. Disputes shall, as far as possible, be resolved through consultation between the Parties.
- b. If the Parties are unable to reach a solution, disputes shall be settled by the competent court in the district of Zeeland-West-Brabant, unless mandatory law designates another competent court.

Article 25 Governing Law

- a. These Terms and Conditions of Purchase shall be governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is expressly excluded.