

## Infratech Telecommunicatie B.V. - General Conditions of Delivery and Sale

### Clause 1 - General Provisions

#### Applicability

- 1.1 These general conditions will apply to all offers prepared by Infratech Telecommunicatie B.V. (hereinafter: Infratech) and to agreements entered into between Infratech and the client. They will also apply to all obligations ensuing from agreements subsequently entered into between the parties. The applicability of any general conditions invoked by the client is expressly waived.

#### Definition

- 1.2 The term "work" as used in these conditions will be understood as the aggregate of the agreed services (incl. any design and/or deliveries).

### Clause 2 - Offer

- 2.1 The offer will be without obligation, state the method of payment and provide insight into the price and the pricing method: contracting (fixed contract price) or on the basis of cost-plus/subsequent calculation.
- 2.2 The offer will lapse if a product to which the offer relates has meanwhile become unavailable.
- 2.3 Infratech will not be bound by an offer if the client should reasonably understand that the offer made, or part thereof, contains a manifest or clerical error.
- 2.4 The documents forming part of the offer (e.g. drawings, technical descriptions, etc.) will be as accurate as possible. They will, however, not be binding and will remain the (intellectual) property of Infratech. Without Infratech's consent, they may not be used, copied or handed to any third parties or be made public in any other manner.
- 2.5 If the client does not accept the offer, it will be required immediately to return all information referred to in the foregoing paragraph to Infratech.
- 2.6 Infratech will be entitled to charge the costs associated with the offer, provided that it has notified the client of such costs in advance in writing.

### Clause 3 - Formation of the Agreement

- 3.1 If Infratech's offer is accepted, the agreement will not be formed until:
- Infratech confirms the acceptance within a reasonable term; or
  - Infratech commences performance of the work; or
  - the initial delivery has taken place.
- 3.2 Infratech cannot be required to commence performance or delivery of the work until it has received all the information required to that end, and it has received the agreed instalment payment.

### Clause 4 - Performance of the Agreement

#### Obligation of Infratech

- 4.1 Infratech will be required to cover its liability risk by taking out an insurance, in accordance with the practice customary in its line of business. To that end, it will at least take out a liability insurance for businesses (AVB policy) offering coverage up to two and a half million euros per claim and up to five million euros per insurance year. A series of related events will be regarded as a single event.
- 4.2 Infratech will, at the client's request, submit the records showing that it has taken out such insurance.
- 4.3 When performing the work, Infratech will observe the regulations declared applicable thereto. Any financial consequences of changes to the regulations between the date of the offer and completion of the work will be settled as contract extras.
- 4.4 Infratech will instruct and train the client or individuals designated by the client in the field of the commissioning of the completed work and keeping the completed work operational, as appropriate. The scope, commencement date and duration of the said obligations will be reasonably determined by Infratech.

#### Obligations of the client

- 4.5 The client will be obliged vis-à-vis Infratech to enable Infratech to perform the work within Infratech's normal working hours and on conditions that satisfy the statutory safety requirements and other government regulations.
- 4.6 The client will ensure that Infratech will have the approvals required for the work (such as permits and exemptions) and information regarding the work to be provided by the client at its disposal in good time.
- 4.7 The client will provide the connection points for the energy required for the work and the testing thereof in good time. The costs of the required energy will be borne by the client.
- 4.8 The client will be responsible for applications for the connection of the installations to the network of the relevant utilities company or to the various public transmission networks, respectively. The connection costs will be borne by the client. In this respect, Infratech will give instructions in its professional field.
- 4.9 The client must ensure that any services to be performed by third parties (e.g. construction work) and/or deliveries for which Infratech is not responsible, be performed in such a manner and in such good time that it will not lead to delay in the performance of the work. If, nevertheless, a delay within the meaning of this clause occurs, the client is to notify Infratech thereof immediately.
- 4.10 If the commencement and the progress of the work is delayed due to circumstances for which the client is responsible (e.g. as referred to in clause 4.9), the client will be required to compensate any ensuing damage suffered by Infratech.
- 4.11 The client will ensure the timely presence of adequate and safe auxiliaries for horizontal and vertical relocation of heavy component parts required for the work and accessibility of the place of performance of the work, as well as the suitability of any access roads to the place of the work.
- 4.12 The client will bear the risk of damage to and loss of materials, component parts or tools supplied to the site, if and to the extent that it is responsible for security thereof.

- 4.13 The client will bear the risk of damage caused by defects or unsuitability of items that originate from the client or that have been prescribed or must be purchased from a designated supplier, and of non-delivery or late delivery of the said items.
- 4.14 The client will bear the risk of damage caused by errors or defects in drawings, constructions, specifications and instructions for execution provided by it.
- 4.15 The client will bear the risk of faulty performance of the agreement due to fault of agents designated by it.
- 4.16 The client will bear the risk of damage caused by wrongful acts by co-contractors and their agents.
- 4.17 The client will bear the risk of the design originating from Infratech, if and to the extent approved by the client.
- 4.18 The client will indemnify Infratech against all and any third-party claims in respect of damage for which the client will remain liable pursuant to these conditions, including damage due to infringement of intellectual and industrial property rights.
- 4.19 The client will allow Infratech to apply name signs and advertisements on the job site or to the work.

#### Work not covered by the agreement

- 4.20 The client will not be entitled to have agents engaged by Infratech perform services that are not related to the work.

#### Settlement of contract variations

- 4.21 Contract variations will be settled:
- in the event of changes to the specifications (changes to the work or the conditions for performance of the work);
  - in the event of derogations from amounts, numbers, estimates and offsettable and/or estimated quantities;
  - in the event of delay or temporary suspension of the work due to circumstances for which the client is responsible (e.g. as referred to in clauses 4.9 and 4.10), the client will be required to compensate any ensuing damage suffered by Infratech including restart costs and rate changes;
  - in cases as established in these conditions.
- 4.22 Contract extras will be settled in a lump sum on the due date of the next instalment payment. If no payment period has been agreed on, then immediately upon completion thereof.
- 4.23 The absence of written instructions for contract extras will not affect any entitlements of Infratech's.

#### Cost-increasing circumstances

- 4.24 In the event that cost-increasing circumstances occur, Infratech is to notify the client thereof as soon as possible.
- 4.25 Cost-increasing circumstances that are not due to fault of Infratech will be settled as contract extras.

#### Force majeure

- 4.26 In the event of force majeure, Infratech will be authorised, without judicial intervention being required, to suspend performance of the work for a period not exceeding six months or to terminate the work unfinished, without being liable to pay any damages. Any costs incurred by Infratech until that point will be immediately and fully due and payable.
- 4.27 Force majeure will be understood as the circumstances that, at the time of entering into the agreement, Infratech did not reasonably have to take into account and that it was not aware of either. Such circumstances will be understood to include the non-performance by Infratech's suppliers of their obligations, transport difficulties, fire, strike, pandemics or work stoppages in its business or at third parties', loss of the component parts to be processed, import or trade bans.

#### Completion

- 4.28 The agreed period of delivery will be observed to the extent possible, but will in no event be regarded as a firm deadline. If this period of delivery is exceeded, Infratech will consult with the client.

The work will be deemed completed:

- when Infratech has notified the client that the work has been completed and tested and is operational, and the client has approved or accepted the work; or
- after the lapse of eight days since Infratech has declared to the client in writing that the work has been completed and tested and is operational, and the client has failed to approve or accept the work within such period; or
- when the client has commissioned the work (early or otherwise), with the proviso that, due to (early) commissioning of part of the work, such part will be regarded as completed.

- 4.29 If the client cannot commission the work due to services and/or deliveries that still have to take place, which are not part of Infratech's work, this will not preclude completion of the work. The client is under no circumstances entitled to invoke force majeure and suspend payment. The costs for restarting the work will be borne by the client.
- 4.30 Minor defects that can be remedied within the warranty period and that do not affect the operation of the work will not preclude completion of the work.
- 4.31 Completion will release Infratech from all and any liability for defects that the client should have reasonably discovered at that point.
- 4.32 As a result of completion, the risk of the work will pass from Infratech to the client.

#### Dissolution

- 4.33 Without prejudice to any further rights accruing to it, Infratech will be authorised, without judicial intervention or notice of default being required, either to suspend performance of the work or to terminate the work unfinished, if the client:
- has applied for, or has been granted, a moratorium;
  - has been declared bankrupt or has filed for bankruptcy;
  - has failed to perform any obligation, or if Infratech can foresee that it will remain in default in that respect.
- 4.34 Termination and suspension will be effected by means of written notice, without Infratech being liable to pay any damages or give any warranty.
- 4.35 All claims that Infratech may have or acquire against the client in these situations will be immediately and fully due and payable.

## Clause 5 - Payment

### Security

- 5.1 After entering into the agreement, Infratech will be entitled to require adequate security from the client, if it has a good reason to fear that the client will not perform its payment obligation. Clause 4.34 will apply *mutatis mutandis* if the client remains in default with respect to the provision of the security required by Infratech.

### Risk arrangement

- 5.2 All prices will be exclusive of VAT and offsettable in accordance with the CBS wage and material settlement. In that case, Infratech will inform the client about the wage to material ratio used in the offer.

### Payment

- 5.3 Payment by the client will be made in instalments or established instalments on the basis of cost-plus or time (contracting) of work, without any right to discount or set-off.
- 5.4 In the event of the cost-plus pricing method, payment will at all times be made within eight days of dispatch of the invoice; payment in advance will be made within two days of entering into the agreement.
- 5.5 In the event of general standard pricing method of contracting of work, payment will be made as follows:
- 70% within thirty days of the date of the assignment and initial delivery under the agreement;
  - 30% within thirty days of the date of the final delivery and completion of the work;
  - 100% of the contract extras will be paid within thirty days.
- Any derogating payment/pricing method will be based on written records in offers and order confirmations from Infratech.

### Default by the client

- 5.6 If payment is not made within the agreed payment term and the client fails to comply with its payments obligation within thirty days of receipt of a notice of default sent by Infratech, the client will be in default and Infratech will be authorised to suspend the work and the warranty, without prejudice to any further rights accruing to it.
- 5.7 After the client has become in default, Infratech will be authorised, without further notice of default being required, to collect the amount due to it. Any associated extrajudicial costs will be borne by the client, unless Infratech opts to set such costs on a flat-rate basis at 15% of the amount of the claim.
- 5.8 For the time that the client is in default of payment, Infratech may charge interest on the amount due to it. On an annual basis, such interest will be equal to the statutory interest.
- 5.9 Any payment made by the client will first serve to reduce all costs and interest due and, finally, to reduce the amount of the longest outstanding claim, even if the client states that the payment relates to later invoices.
- 5.10 In no event will the client be entitled to set off any amounts due by it to Infratech.
- 5.11 Objections filed against the amount of an invoice will not suspend payment thereof. A client that is not entitled to invoke section 6.5.3. (articles 231 - 247 of Book 6 of the Dutch Civil Code (BW)) will not be entitled to suspend payment of an invoice for any other reason either.

### Retention of title

- 5.12 Infratech will remain the owner of all items (e.g. materials and component parts) for as long as the client has remained in default of its payment obligations under this agreement, including all and any amounts that the client may owe in the future on account of failure to perform its obligations.

## Clause 6 - Warranty

- 6.1 Within the limits of the following provisions, Infratech will undertake to remedy any defects already present at the time of completion or any defects that become present within six months of completion, free of charge.
- 6.2 This obligation will only extend to defects that were not reasonably noticeable at the time of completion and that occur under normal operating conditions and in the event of a correct method of use of the work.
- 6.3 The obligations will not extend to defects due to inadequate maintenance, inexpert or improper use by the client, changes made without Infratech's written permission or repair work carried out by the client, ordinary wear and tear, or defects for which the client is liable by virtue of clauses 4.13 - 4.15. The client cannot claim any warranty if the defect has occurred as a result of circumstances beyond Infratech's control, including weather conditions (such as, but not limited to, extreme rainfall or temperatures), etc.
- 6.4 To be able to invoke the rights ensuing from clause 6.1, the client is to:
- investigate the items delivered or cause a third party to investigate the items delivered, immediately at the moment that the items are made available to it or the relevant work has been performed. In this respect, the client is to investigate whether the quality and/or quantity of the items delivered is in accordance with what has been agreed on and satisfies the requirements agreed on by the parties in that respect;
  - include a description of the defects in its report that is as detailed as possible, so that Infratech will be able to react adequately;
  - in the event of any visible defects, notify Infratech of the identified defects in writing within 7 days of delivery;
  - in the event of any invisible defects, immediately notify Infratech of the identified defects in writing, but in any event within 14 days of discovery thereof;
  - demonstrate that the defects must be attributed to the poorer condition or defective performance of the work or - if and to the extent that the design of the work originates from Infratech - are the direct consequence of an attributable fault of Infratech, without prejudice to the provisions of clause 4.17;
  - lend its full cooperation to enable Infratech to remedy the defects within a reasonable period.
- 6.5 Any defective component parts replaced by Infratech will become the property of Infratech.
- 6.6 Timely submission of a complaint by the client will not suspend its payment obligation. In such event, the client will still be required to purchase and pay any other items ordered.
- 6.7 If the client reports a defect at a later point than as referred to in clause 6.4, the client will no longer be entitled to repair, replacement or indemnification.

## Clause 7 - Liability of Infratech

### Prior to completion

- 7.1 Infratech will, at its own expense, repair any damage to the work that occurred prior to completion of the work, unless such damage has not been caused by Infratech or if it is otherwise unreasonable that such damage is charged to Infratech, without prejudice to the provisions of clause 4.12.
- 7.2 Infratech will be liable for personal injury or damage to items other than the work suffered by the client, to the extent that such damage has been caused by performance of the work and is due to fault of Infratech or of any agents engaged by it, if and to the extent that such liability is covered by its insurance policy.
- 7.3 Both the foregoing clauses will apply *mutatis mutandis* if Infratech performs the work for purposes of performance of its warranty obligation pursuant to clause 6.1.

### After completion

- 7.4 After completion, Infratech will not be liable for any shortcomings in the work beyond performance of its warranty obligation described in clauses 7.2 - 7.5.
- 7.5 Infratech will not be liable for any damage suffered by the client due to the defects referred to in clause 6.1, if and to the extent that such liability is covered by its insurance policy.

### Scope of the damages

- 7.6 If, pursuant to clauses 7.2 and 7.5, Infratech is required to compensate the damage suffered by the client, such compensation will not exceed the aggregate of the amounts of the policy excess of its insurance and the payment made by the insurance company.
- 7.7 In no event will Infratech be liable for any damage, including consequential damage, other than that referred to in the foregoing clauses.
- 7.8 The limitations set forth in the foregoing clauses will not apply if the damage is due to intent or gross negligence on the part of Infratech or its managerial staff.
- 7.9 Any claim for compensation or repair of damage suffered before or after completion, as the case may be, will lapse, if such claim has not been reported on or before the date of the completion or the day on which the warranty period ends.
- 7.10 The legal claim for compensation or for repair by the client vis-à-vis Infratech under these conditions will prescribe by the lapse of one year after the client having protested the matter.

## Clause 8 - Ban on Taking Over Staff

- 8.1 Without Infratech's prior written consent, the client may not, during the assignment and during a period of two years following termination:
- employ or solicit the employ of Infratech employees, have them work for it, directly or indirectly, in any other way, or induce Infratech employees to terminate their employment;
  - induce customers and/or third parties such as subcontractors and other agents of Infratech's to terminate or drastically change their relationship with Infratech.

In the event of violation of this ban the client will forfeit vis-à-vis Infratech an immediately due and payable penalty of € 50.000,- per violation, as well as a penalty of € 5.000,- per day or part of a day that the violation continues, without prejudice to client's right to claim compensation of the damage actually suffered.

## Clause 9 - Final Provision

- 9.1 The agreement and all agreements ensuing from it will be exclusively governed by Dutch law.
- 9.2 All disputes will be submitted to the competent court in the place or district where Infratech has registered office.

## Clause 10 - CBS Material and Wage Settlement

- 10.1 Rates may only be changed once a year on 1 January of that year. In the event of rate changes, the percentage of the increase may not exceed that change percentage in the preceding twelve (12) months of the price index figure for the metal and electrical sector, as published by Statistics Netherlands (CBS).

## Clause 11 - Source and Amendment to Conditions

- 11.1 These conditions have been filed with the Chamber of Commerce in Alkmaar under number D421.
- 11.2 The version filed most recently or the version as applicable at the time of formation of the legal relationship with the client will at all times be applicable.
- 11.3 The Dutch text of the general conditions will at all times be decisive for interpretation thereof.