

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND CONTRACTING CNSTRCT GROEP

Version 2022.01

Filed on 10 October 2022 with the Oost-Brabant District Court under number 23/2022.

PART 1: GENERAL PART

Article 1. General

- The definitions below are applied in these general terms and conditions.
 - **"contractor"**: CNSTRCT B.V. (Chamber of Commerce number 58744711) any affiliated legal entity/undertaking, including:
 - Atop B.V. (Chamber of Commerce number 18043682);
 - Continuse B.V. (Chamber of Commerce number 77669835);
 - glyx B.V. (Chamber of Commerce number 69034087);where only the legal entity with whom the contract is concluded assumes obligations towards the client;
 - **"client"**: the natural or legal person who gives the contractor an order to perform work and/or supply services and/or deliver goods;
 - **"agreement"**: the agreement concluded between the contractor and the client regarding the performance of work and/or the provision of services and/or the supply of goods;
 - **"project"**: the assignment and/or the work described in the agreement.
- These general terms and conditions apply to all offers, quotations, assignments, legal relationships and agreements, by whatever name, in which the contractor undertakes/will undertake to perform work for the client.
- For the sake of clarity, in these general terms and conditions, "contracting/performance of work(s)" also includes demolition and/or dismantling work.
- If the agreement relates to the execution of work, the provisions of Part II (Special part, Contracting work) will apply in addition to Part I (General part). In case of any inconsistency, the provisions of Part II will prevail.
- If any condition in these general terms and conditions deviates from a condition in the agreement, the condition in the overeenkomst applies with regard to the inconsistency.
- These general terms and conditions also apply to any additional or follow-up assignments.
- The applicability of the general terms and conditions of the client is hereby expressly rejected by the contractor.
- All offers by the contractor are without obligation and will remain valid for a period of 4 (four) weeks, unless otherwise stated in the offer. The contractor will be entitled to revoke an offer within 3 (three) working days of acceptance.
- An agreement between the client and the contractor, in compliance with these general terms and conditions, is only concluded by (1) the signing of the agreement by the contractor and the client, or (2) the confirmation and/or acceptance by means of an order confirmation from the contractor, or (3) the commencement of the performance of the project by the contractor. Existence of the agreement is deemed fully proved by (1) the agreement signed by the contractor, or (2) the order confirmation from the contractor, unless the client has notified the contractor of any objections in writing within 5 (five) working days of the date on which the order confirmation was sent.
- Any offer or commitment made by a representative of the contractor is only binding in so far as the contractor has confirmed this in writing. Verbal agreements will not be binding on the contractor unless and insofar as they have

been confirmed in writing. Only the director of the contractor is authorised to represent the contractor.

- Times indicated by the contractor will not be deadlines, unless the parties have expressly agreed otherwise in the agreement. An agreed deadline will only become effective after the agreement has been concluded and all data necessary for the execution of the agreement are in the possession of the contractor. An agreed delivery time/(execution) period will be extended by at least the number of days that have elapsed between the time of agreement and the time when all the data necessary for the execution of the agreement are in the possession of the contractor.

Article 2. Price and payment

- Unless expressly stipulated otherwise, the price stated in the agreement will be exclusive of turnover tax.
- If, after the agreement has been concluded, any change in one or more of the (cost) price determining factors for the contractor such as the price of raw materials, (building) supplies, labour costs, freight costs, import duties or any other circumstance changes the basis of the contractor's price calculation, the contractor will be entitled to increase the agreed price proportionally. The provisions of this paragraph will apply notwithstanding any possible reliance by the contractor on Article 12 (Cost-increasing circumstances).
- In case of an agreement for the execution of works, the price mentioned in the agreement is based on a continuous building process and the price level of wages, materials and suchlike at the time the contractor offers the agreement.
- In the event of an agreement other than the execution of works, the price owed by the client will - unless otherwise stipulated in the agreement - be calculated on the basis of time spent and costs incurred, all this in compliance with the applicable hourly rates of the contractor.
- The contractor will be entitled to invoice in accordance with the schedule in the agreement. In the absence of a time schedule, the contractor will in any event be entitled to invoice on a monthly basis.
- Payment by the client will take place within 30 (thirty) days after the invoice date. Agreed payment terms are always strict deadlines.
- Any objections to an invoice will be submitted to the contractor in writing with reasons within eight (8) days of the invoice date; in the event no objection is made (in time), the invoice will be deemed accepted.
- The client will not be entitled to suspend or set off its obligations.

Article 3. Obligations of the contractor

- The contractor will warn the client if the specifications drawn up by or on behalf of the client or the information, data or goods made available by the client or the changes requested by the client contain obvious errors or show obvious defects. The contractor is not bound to make any more than a general assessment and the contractor has no further duty to warn.
- The contractor will have general liability insurance for businesses with a cover of €5,000,000 (in words: five million euro) per incident and a maximum of €10,000,000 (in words: ten million euro) per year.
- At the request of the client, the contractor will provide a copy of the policy referred to in paragraph 2.
- The contractor will, subject to specifically agreed standards and regulations, deliver in accordance with what the contractor may reasonably assume.

Article 4. Obligations of the client

- The client is responsible for the timely supply as well as the correctness of the information, data and decisions provided by it or on its behalf to the contractor that are necessary for the proper performance of the agreement.
- The client guarantees to the contractor that the information, materials, constructions and facilities to be made available by it will be made available to the

contractor in time and in an appropriate manner, and in such a way that the contractor can carry out its work in the most efficient way, failing which the client will compensate the contractor for any additional costs caused by this.

3. The client will review documents produced by the contractor in the performance of the assignment in good time and, if so requested, authenticate them after approval.
4. The client will inform the contractor in writing which natural person or persons are authorised to represent the client. Unless expressly agreed otherwise, each of the director(s) and the project manager(s) are authorised to represent the client.
5. The client is responsible for the structures and working methods prescribed by it or on its behalf, and for the orders, drawings, directions and instructions given by it or on its behalf.
6. The client is liable for all damage resulting from defects in buildings (including land and soil), building materials or resources made available by or prescribed by the client. The client is liable for damage resulting from activities carried out or deliveries made by the client or on its instructions by third parties.
7. The client will ensure that work and/or deliveries to be carried out by third parties are carried out in such a way that they do not cause any hindrance to the contractor.
8. The client is responsible for ensuring that (1) the contractor has the necessary information and approvals (including exemptions (under public law), permits and the like) in good time, (2) locations where work is to be performed are available to the contractor in good time, all this with the necessary connections to (utility) services, such as electricity, (drinking) water, gas, compressed air, telecom and sewerage connections and (3) there is a proper opportunity for the supply, storage and/or removal of building materials and resources.
Allowing the start of work before an approval is irrevocable will be at the client's risk and expense.
If it has been agreed that the contractor will take care of applications for one or more approvals (as referred to under (1) in this part) and/or applications for connection to utilities, the following will apply. The contractor will only have a best-efforts obligation. The contractor does not guarantee that an application will be granted, that a requested approval will be granted or that an approval will be maintained. Applications may be subject to fees, levies or other costs, which will for the account of the client. If third parties, such as architects or experts, have to be called upon for the purpose of an application, the costs involved will be for the account of the client. The work of the contractor is solely concerned with the drawing up and submission of the application, any legal remedies (such as objections and appeals) are not included. The contractor is not responsible for the processing times of applications by the relevant authorities. Applications will be made in the client's own name or by the contractor as authorised representative of the client; under the agreement, the client authorises the contractor to do so, whereby the contractor may require a separate written authorisation.
9. The client guarantees that the locations where work is carried out are asbestos safe, as meant in the Working Conditions Act and the associated regulations. The survey and possible remediation of asbestos will be the responsibility of the client. The removal of any asbestos will be carried out in a timely manner by a recognised and certified asbestos removal company at the client's risk and expense. The client will provide the contractor with the available asbestos surveys and evaluation reports in the event of asbestos removal as soon as possible (and in any case at/immediately after conclusion of the agreement).
10. The client will, and the client guarantees, that the third parties it engages (other than the contractor) comply with all current and future legislation and regulations relating to the performance of work and the employment of workers, including the Wages and Salaries Tax and National Insurance Contributions (Liability of

Subcontractors) Act (WKA), the Foreign Nationals (Employment) Act (Wav), the Placement of Personnel by Intermediaries Act (WAADI), the Labour Market Fraud (Bogus Schemes) Act (WAS) and the Compulsory Identification Act (WID). The client indemnifies the contractor against any fines and/or penalties and/or damage as a result of violation of these statutory regulations.

11. The client will make every effort to guarantee the safety of the contractor, its workers and any third parties engaged by the contractor, as well as the surroundings of the project.

Article 5. Liability

1. The contractor will not be liable for any indirect loss and/or consequential loss, including (but not limited to): loss of profit, missed savings, loss due to business interruption, loss of turnover, loss of image, business interruption and other consequential or indirect loss resulting from any failure of performance, untimely performance or improper performance on the part of the contractor.
2. The contractor's liability will be limited to compensation of the direct damage which is the direct result of an attributable shortcoming in the performance of the agreement. Direct damage will be deemed to include - among other things - the reasonable costs incurred to establish the cause and extent of the damage, the reasonable costs incurred to have the performance of the contractor conform to the agreement and the reasonable costs incurred to prevent or limit the damage. This liability will be limited per agreement to a maximum of the amount paid by the contractor's insurer, increased by the excess payable by the contractor under the applicable insurance policy in the case concerned. If, for any reason whatsoever, the insurer makes no payment, the liability per agreement will be limited to a maximum of 1 (one) time the price under the relevant agreement, with a maximum of €50,000 (in words: fifty thousand euro).
3. The limitation of liability included in this article do not apply if and insofar as there is intent or conscious recklessness on the part of the contractor.
4. The client will take measures to limit damage. The contractor will be entitled to undo or limit the damage by repairing or improving the work performed.
5. All claims of the client against the Contractor, whether on account of a breach of contract, unlawful act, or on any other grounds, will lapse as soon as a period of one (1) year has elapsed after the day on which the client became aware or could reasonably have become aware of the existence of those claims and the client has not brought the relevant claims in court within that one (1) year period.
6. The provisions of this article apply to both contractual and non-contractual liability of the contractor towards the client.

Article 6. Indemnification

The client will indemnify the contractor, its workers and any third parties engaged by the contractor in connection with the execution of the agreement against all claims by other third parties for compensation of any (alleged) damage caused by or otherwise related to the services provided by the contractor under the agreement, unless the contractor, had the client suffered such damage, would have been liable for it under these general terms and conditions and then only for the amount in excess of which the liability of the contractor would then be limited.

Article 7. Outsourcing

The contractor will always be entitled to subcontract the performance of the agreement in whole or in part.

Article 8. Intellectual property

1. The performance of the agreement by the contractor does not also imply the transfer of and/or grant of a licence in respect of any intellectual property rights vested in the contractor. All intellectual property rights that arise

during, or derive from, the performance of the agreement will be vested in the contractor. The information and data provided by the contractor remain vested in the contractor and may only be used by the client for the purpose for which they have been provided.

2. In so far as the contractor makes works (as referred to in this article and/or under the agreement) and/or (computer) software available to the client, this means that the client receives a right of use. To that end, the contractor grants the client a non-exclusive and non-transferable right of use to the works and/or the (computer) software. This right of use includes the permission to use the work and/or the (computer) software in the normal course of business.
3. The contractor is entitled to use the project for marketing purposes.

Article 9. Retention of title

Until the client has settled all existing and future claims of the contractor of the categories mentioned in Section 3:92(2) Dutch Civil Code, the contractor remains the owner of all goods delivered and to be delivered by the contractor.

Article 10. Non-recruitment of personnel

The client will refrain from directly or through the intermediary of third parties (whether active or not) recruiting and/or employing, or otherwise having work performed by, employees of the contractor itself or any of the other companies affiliated to the contractor. In this connection 'employees' will also mean: third party or parties called upon by the contractor for the execution of the agreement and/or who are or have been involved in any other way in the execution of the agreement. This obligation will apply during the term of the agreement and for 12 (twelve) months after termination of the agreement. If the client breaches the provisions of this article, the client will forfeit to the contractor an immediately payable penalty of €5,000 (in words: five thousand euro) for each breach, increased by €500 (in words: five hundred euro) for each day that the breach continues.

Article 11. Confidentiality

In so far as confidential information is provided within the framework of the (execution of the) agreement, the parties will not use such confidential information other than is necessary for the execution of the agreement. Confidential information may only be provided to third parties in so far as necessary for the execution of the agreement; these third parties will be required to observe the same confidentiality. Confidential information is the information which the parties know or should know is confidential, or the information which a party has indicated is confidential.

Article 12. Cost-increasing circumstances

All costs that are the result of circumstances which the contractor could not reasonably have taken into account when entering into the agreement will be borne by the client. If the contractor is of the opinion that cost-increasing circumstances have occurred, the client will be informed accordingly. The contractor is entitled to charge the client directly for the costs referred to in this article.

Article 13. Delivery of goods

1. In the event that the agreement provides for the delivery of goods by the contractor, delivery will be made from the contractor's factory ("ex-works") in accordance with Incoterms 2020.
2. However, if delivery on site has been agreed, the goods will be delivered on a means of transport to the place stated in the agreement. If no specific place has been agreed in the agreement, the delivery will be made at the building site or at least as close to it as possible. The contractor will not be obliged to transport the goods further than to where the means of transport can reach in a proper manner and at a proper unloading location. The client will ensure that there is sufficient space for delivery and unloading. The client will unload and take delivery of the goods immediately. If the place of delivery (and failing

that, the building site) is not accessible, or is not unloaded immediately, the client is liable for any costs incurred as a result. The client is responsible for unloading the goods and for having the necessary resources at its disposal (such as a crane or forklift truck).

3. The client will check the goods upon delivery or immediately after delivery for external condition and quantity. On penalty of forfeiture of a legal claim, complaints will be made within 14 (fourteen) days after delivery.
4. The contractor guarantees that the goods will function in accordance with their specification for a period of 3 (three) months. Unless agreed in writing, no further guarantees will be given.

Article 14. Guarantee

1. If the agreement or these general terms and conditions state that a guarantee is given by the contractor, the following will apply.
2. Unless otherwise provided in the agreement, the guarantee (1) will apply in the case of delivery of goods upon delivery thereof and (2) in all other cases upon delivery of the project/the work. The client is not entitled to invoke the guarantee if it has not fulfilled all its obligations.
3. No reliance on the guarantee can be made in case of: (1) failure to follow (user) instructions, (instruction) guidelines and/or manuals, (2) defects as a result of normal wear and tear, (3) careless and/or inexperienced use by the client, (4) defects as a result of calamities or accidents and (5) items, methods and constructions that have been applied on the instruction of or on behalf of the client, as well as goods supplied by or on behalf of the client.
4. In the event of a justified claim under the guarantee, the contractor will proceed to repair or replacement; the contractor will not be obliged to do more than this. The client will in all cases offer the contractor the opportunity to proceed with repair or replacement. If the client fails to do so, any claims in this regard will lapse.
5. If it appears that the client has wrongly laid relied on the guarantee, the costs incurred by the contractor in connection with investigation, repair and/or replacement will be for the account of the client.
6. If in the opinion of the contractor the costs of repair or replacement are not in reasonable proportion to the client's interest in repair, the client will only be entitled to compensation.
7. The contractor is entitled to transfer to the client any guarantee provided by its subcontractor/supplier to the contractor. The transferred guarantee replaces the guarantee issued by the contractor to the client, insofar as the guarantee is at least equal to (or more comprehensive than) the guarantee issued by the contractor. In that case the contractor is discharged from its guarantee obligation towards the client. The client will cooperate with this transfer upon first request.
8. In the event of discovery of a fact and/or circumstance that could give rise to a claim under a guarantee, the client will notify the contractor thereof in writing as soon as possible. On penalty of forfeiture of rights, the notice will in any event be given within one (1) month of discovery.

Article 15. Miscellaneous

1. Circumstances beyond the contractor's control, which are of such a nature that performance or further performance of the agreement cannot reasonably be expected of the contractor, including (but not limited to) strikes, business interruptions, stagnation of deliveries, lack of raw materials and/or (building) materials, price increases as a result thereof and disruptions in the production processes of both the contractor and its suppliers and subcontractors, will be regarded as force majeure and will entitle the contractor to cancel the part of the agreement that has not yet been performed without any obligation to pay compensation. In the event of temporary force majeure, the contractor will be entitled, at its option,

- either to suspend delivery during that period or to cancel the part of the agreement that has not yet been performed, also without any obligation to pay compensation.
2. The contractor will at all times be entitled to require the client to provide security for the performance of its obligations under the agreement. The client will comply with this on first demand. If the client does not provide security or provides insufficient security, the contractor will be entitled to terminate the agreement.
 3. The contractor will be entitled to terminate the agreement without giving notice of default case of bankruptcy, (provisional) suspension of payments or a declaration of applicability of the debt rescheduling scheme with regard to the client.
 4. If a model, sample or example (including drawings, artist impressions, etc.) is shown by the contractor or provided to the client, this is for general indication or illustration purposes only. The goods to be delivered may deviate from the model, sample or example shown or provided.
 5. Slight deviations and deviations customary in the sector, as well as differences in quality, quantity, dimensions or workmanship cannot constitute grounds for complaints from the client.

Article 16. Law and choice of forum

1. The relationship between the contractor and the client is governed by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.
2. All disputes between parties arising from an agreement will be submitted exclusively to the court in 's-Hertogenbosch (district of Oost-Brabant).

PART II: SPECIAL PART, CONTRACTING WORK

Article 17. Performance period, postponement of delivery and compensation for late delivery

1. If the term within which the work is to be completed is expressed in working days, a working day will be understood to be a calendar day, unless it falls on a rest day or holiday generally or locally recognised, or prescribed by the government or by or by virtue of collective labour agreements, holidays or other non-individual days off. Working days will be deemed unworkable if, due to circumstances for which the contractor is not responsible, the majority of the workers or machines cannot work for at least 5 (five) hours.
2. The contractor will be entitled to an extension of the term within which the work will be completed if, as a result of force majeure, circumstances for which the client is responsible, or as a result of additions or omissions, it cannot be demanded of the contractor that the work be completed within the agreed term.
3. If the commencement or progress of the work is delayed by factors for which the client is responsible, the damage and costs arising therefrom for the contractor will be compensated by the client.
4. If the term within which the work is to be completed is exceeded, the contractor will owe the client a fixed compensation of €40 (in words: forty euro) per working day until the day on which the work is completed, except in so far as the contractor is entitled to an extension of the building period. For the purposes of this paragraph, the day on which the work was ready for delivery according to the contractor (provided that the work is then deemed to have been delivered), or the day on which the work is put into use by the client, will be deemed to be the day of delivery.
5. The fixed compensation as referred to above in paragraph 4 will amount to no more than 10% (in words: ten per cent) of the contract sum if the contract sum is less than or equal to €20,000 (in words: twenty thousand euro) and to no more than 5% (in words: five per cent) of the contract sum if the contract sum is more than €20,000 (in words: twenty thousand euro).

Article 18. Delivery

1. The work will be deemed delivered when the contractor has notified the client that the work is ready for delivery and the client has accepted the work. On delivery, a delivery report will be drawn up, to be signed by both parties. Any shortcoming detected by the client that is not acknowledged by the contractor will be stated as such in the delivery report.
2. If the contractor has notified the client that the work is ready for delivery and the client does not notify the contractor within 8 (eight) days whether or not it accepts the work, the work will be deemed to have been delivered.
3. If the client rejects the work, it will do so in writing, stating the defects that are the reason for rejection. Minor defects, which can be repaired within 30 (thirty) days, will not be a reason for rejection, provided that they do not impede the putting into use of the work.
4. If the client proceeds to put the work into use, the work will be deemed to have been completed.
5. If the parties establish that, in view of the nature or scope of the shortcomings, delivery cannot reasonably be considered to have taken place, the contractor will, after consultation with the client, specify a new date on which the work will be ready for delivery.
6. After the day on which the work is deemed to have been delivered, the work will be at the client's risk.
7. Any shortcomings recognised by the contractor will be remedied as soon as reasonably possible.
8. If the Quality Assurance (Building Sector) Act (Bulletin of Acts and Decrees 2019, 382) has come into force, the contractor will, in deviation from Section 7:757a Dutch Civil Code, not provide a (delivery) file to the client with regard to the building realised. Applicability of this Section 7:757a Dutch Civil Code is excluded.

Article 19. Liability after delivery

1. After the day on which the work is deemed to have been delivered (and if a maintenance period has been agreed after the expiry of that maintenance period), the contractor will no longer be liable for any shortcomings in the work. This will not apply if there is a defect in the work which is attributable to the contractor and that defect was not reasonably discovered by the client earlier (i.e. at the time of delivery and in case of a maintenance period before the expiry thereof) or reasonably should have been discovered.
2. In the event of discovery of a defect the client will notify the contractor in writing as soon as possible. On penalty of forfeiture of rights, the notice will in any event be given within 1 (one) month of discovery.
3. A claim on account of the defect referred to in paragraph 1 will not be admissible if it is instituted after the lapse of 2 (two) years from the day on which the work is deemed to have been delivered (and if a maintenance period has been agreed after the lapse of this maintenance period).

Article 20. Additions and omissions

1. Settlement of additions and omissions takes place:
 - a. in the event of changes to the agreement or to the performance conditions; and/or
 - b. in the event of deviations from the amounts of the provisional sums; and/or
 - c. in the event of deviations from adjustable quantities; and/or
 - d. in the event that the settlement of additions or omissions has been agreed between the parties or appears from the actual performance.
 In addition, settlement takes place in the cases described in these general terms and conditions.
2. Changes to the agreement or the performance conditions will be agreed in writing. The absence of a written agreement will not affect the claims of the contractor and the client to compensation for additions or omissions.
3. The contractor will expressly not be under any obligation to accept alterations, additions and/or work, all in the broadest sense of the word, that result in additions. If the client orders additions, the contractor may require written agreement to be reached on the additions prior to

- performance, including but not limited to the performance period, the term of delivery and the price.
4. The contractor will settle any omissions in the work in the final invoice.
 5. If, in the final settlement of the work, the total amount of the omissions exceeds the total amount of the additions, the contractor will be entitled to an amount equal to 10% (in words: ten per cent) of the difference between these totals.
 6. Provisional sums are amounts stated in the agreement, which are included in the price of the work and which are intended for:
 - a. the purchase of building materials; and/or
 - b. the purchase of building materials and the processing thereof; and/or
 - c. the performance of work which, on the date of the agreement, is not sufficiently precisely defined and which must be completed by the client.With regard to each provisional sum, the agreement will specify to which it relates.
 7. The expenses to be charged to the provisional sums will be calculated on the basis of the prices charged to the contractor or the costs incurred by the contractor, respectively, to be increased by an allowance of 10% (in words: ten per cent).
 8. If a provisional sum only relates to the purchase of building materials, the costs of processing these will be included in the price of the work and will not be set off separately. These costs will, however, be set off against the provisional sum, against which the purchase of those building materials will be set off, in so far as, as a result of the interpretation given to the provisional sum, they exceed the costs which the contractor could reasonably have taken into account.
 9. If an item on the provisional sum relates to the purchase of building materials and their processing, the processing costs will not be included in the price of the work and will be set off separately against the provisional sum.
 10. If the agreement includes adjustable quantities and these quantities turn out to be too high or too low in order to realise the work, the extra or lower costs resulting from this deviation will be settled.

Article 21. Cancellation

The client is at all times entitled to terminate the agreement in whole or part. In that case the contractor will be entitled to the price of the work, increased by the costs it has incurred as a result of the non-completion and decreased by the costs saved by the termination. Instead of the above claim, the contractor will be entitled to charge 15% (in words: fifteen per cent) of the value of the non-performed part of the work.

Article 22. Building materials

1. Building materials made available or prescribed by the client are deemed to have been approved by the client.
2. If the client has stated that it wishes to retain the building materials produced by the work, they will be removed from the work site at the client's risk and expense.
3. If, after the conclusion of the agreement, the building site proves to be contaminated or the building materials produced by the work prove to be contaminated, the client is liable for the consequences and costs arising therefrom.

Article 23. Insurance

1. The client will ensure the work from the start of the work up to and including the end of the maintenance period, if agreed, in any case up to and including the delivery, by means of an adequate Construction All Risks (CAR) insurance, against all material damage, loss or destruction, from any cause whatsoever, disregarding the provisions of Sections 7:951 and 7:952 Dutch Civil Code. The CAR insurance will at least provide cover for such an amount that the costs of clearing, repair or replacement of that which has been damaged or lost can be met. The insurance will be taken out with a (non-life) insurance company that is recognised in the Netherlands and has the relevant licences required under the Financial Supervision

- Act. This CAR insurance will be primary, in the sense that it takes precedence over other insurances.
2. The CAR policy will stipulate that, in the event of any damage, payment of the insurance proceeds will be made to whomever the goods belong to. The contractor's deductible will never exceed 1% (in words: one percent) (with a maximum of €2,500) of its contract sum per incident.
3. The client will stipulate that in the policy all parties involved in the performance of the work and their employees will be regarded as third with respect to each other.
4. The client will stipulate that the insurance conditions explicitly provide that the insurance company will not recover any loss it has paid from the contractor.
5. The client will upon first request provide the contractor with a copy of the policy and the conditions relating to the CAR insurance.
