

GENERAL TERMS AND CONDITIONS FOR THE PURCHASING OF GOODS, SERVICES AND PROJECTS OF CALDIC INGREDIENTS BENELUX B.V.

filed with the Netherlands Chamber of Commerce on 25 January 2023 under number 30132279

Article 1 - Scope

- 1.1 These general terms and conditions of purchase (referred to below as the 'purchase conditions') apply to all invitations to treat, offers or contracts between Caldic Ingrediënts Benelux B.V. (referred to below as 'Caldic') and its business suppliers for the purchase and procurement of goods and related services as well as the commissioning of works and activities and to all offers relating thereto.
- 1.2 Deviation from the contents of these purchase conditions is only possible if and insofar as this has been discussed with Caldic beforehand and expressly agreed to.
- 1.3 The sales conditions of suppliers shall explicitly not apply, at any rate to the extent they conflict with the content of these purchase conditions, in which case these purchase conditions prevail.

Article 2 - Offer, contract

- 2.1 Unless expressly agreed otherwise in advance with Caldic, the supplier making an offer or invitation to treat is not entitled to charge any costs to Caldic for this.
- 2.2 A contract, including amendments and/or supplements thereto, is only binding if it is in writing.
- 2.3 A written contract is binding once it is signed by Caldic and the supplier. Oral undertakings by, and agreements with subordinates of, Caldic can never bind Caldic.
- 2.4 A contract accurately and completely reflects the content of the agreement reached between the parties. Any additional work can only be expressly instructed by the authorised persons within Caldic. Insofar as the contract does not fully reflect what has been agreed, Caldic's order confirmation will be deemed to accurately and fully reflect the agreed terms, unless the supplier has objected thereto in writing to Caldic within seven calendar days from the date of dispatch of the order confirmation. In that case, Caldic is also no longer bound by the order confirmation.
- 2.5 The supplier must ensure, at its own expense, the timely acquisition of any consents, permits or licences necessary for the performance of the contract and compliance with any conditions set therein or thereby, and indemnifies Caldic for all loss and costs that may arise if he fails to do so.
- 2.6 Unilateral cancellation by the supplier is excluded, unless agreed to by Caldic in writing.

Article 3 - Ownership, documents and models, confidentiality

- 3.1 Caldic is and remains at all times the owner of, or lawfully entitled to, notices, samples, models, drawings as well as other information or data it supplies.
- 3.2 This applies especially to technical descriptions, calculations, equipment, tools, etc., supplied by Caldic to the supplier in the context of the contract or which the supplier has made or has had made or in the context of the contract. At Caldic's first request, the supplier will return or make these available to Caldic, carriage paid, within fourteen days, but no later than the delivery of the goods/completion of the work.
- 3.3 The supplier shall bear the risk for the items referred to in section 2 of this article until it has made them available to Caldic in accordance with the provisions of that section. Until that time, the supplier must insure at all times these items for which it is liable against any damage that may occur to these items and furthermore look after these items with the proper duty of care.

- 3.4 The supplier shall use the goods and/or data referred to in sections 1 and 2 of this article exclusively for the performance of the contract with Caldic and shall not use them, reproduce them, or - in any way or form whatsoever - hand them over to third parties or make them accessible to third parties for other purposes without the prior written consent of Caldic.
- 3.4 The supplier has a duty of confidentiality with respect to all third parties as referred to in this article, more specifically with regard to business information and know-how in the broadest sense of the words, originating from Caldic, that it receives from Caldic and/or in the framework of the contract.
- 3.5 Unauthorised use of this business information and/or know-how for promotional purposes is not permitted without Caldic's prior written consent and is sanctioned by an immediately payable penalty of 15% of the purchase price and/or contract price and if not determinable on that basis, a penalty of at least EURO 25,000.00.

Article 4 - Industrial and intellectual property rights

- 4.1 Unless expressly agreed otherwise, only Caldic is lawfully entitled to all industrial and intellectual property rights concerning goods/services and/or works/works to which the contract relates. The supplier indemnifies Caldic for all third-party claims in respect of these rights and shall compensate Caldic for all loss and costs caused thereby.
- 4.2 The supplier shall at Caldic's first request cooperate and do everything necessary to establish and/or confirm the rights referred to in section 1 of this article for the benefit of Caldic.
- 4.3 Goods developed by the supplier on behalf of or in cooperation with Caldic within its own company may not be manufactured for the benefit of third parties or delivered to third parties without the prior written consent of Caldic.
- 4.4 The supplier guarantees that the goods/services or the work/activity do not infringe any third-party industrial or intellectual property rights. The supplier indemnifies Caldic for all claims in this respect and shall compensate Caldic for all loss and costs caused thereby.

Article 5 - Compliance with conditions, rules and regulations

- 5.1 The supplier declares that it has knowledge of all conditions, regulations and provisions, including laws and other government regulations, that Caldic must observe and comply with, as well as all documents referred to in the contract and that are not attached to the contract, unless it immediately notifies Caldic in writing to the contrary.
- 5.2 In the latter case, Caldic will further inform the supplier about these terms, conditions, provisions and/or documents.
- 5.3 The supplier shall comply with and observe the terms, conditions, regulations, provisions and documents referred to in section 1 of this article when performing the contract.
- 5.4 The supplier will compensate Caldic for all loss and costs caused by non-compliance, and indemnify Caldic for all third-party claims arising therefrom.
- 5.5 In respect of the goods delivered by Caldic, the supplier must observe all applicable European and (inter)national user, safety and (government) regulations. All fines, loss, and/or other consequences arising from the supplier's failure to comply with such regulations are the liability of the supplier.
- 5.6 The supplier therefore indemnifies Caldic against all third-party claims, including government authorities, resulting from breach by the supplier of its obligations as described in the preceding section.

Article 6 - Inaccuracies and deficiencies in drawings etc.

- 6.1 The supplier must check for, and inform Caldic of, any inaccuracies, deficiencies and contradictions in the drawings, calculations, in the constructions and working methods prescribed by Caldic, as well as in the materials, tools and equipment it provides, insofar as a professional supplier ought reasonably to know of the same.
- 6.2 The supplier must also ask Caldic for clarification of any ambiguities, deficiencies and contradictions that it finds in these documents, constructions and working methods, before it begins to perform the contract, or proceeds with such performance.

Article 7 - Instructions and orders, amendments

- 7.1 Without prejudice to the provisions of Article 15 with regard to prices and additional work, the supplier shall carry out the instructions and orders given by Caldic.
- 7.2 The following of such instructions and orders does not release the supplier from any guarantee and/or liability, except insofar as it is established that the instruction and/or order given by Caldic is the cause of any loss.
- 7.3 The supplier must implement any changes to the contract requested in writing by Caldic, insofar as they are technically possible.
- 7.4 Any change in price and/or delivery time that thereby results shall be notified to Caldic in writing as soon as possible, but no later than one week after the written request referred to in section 3 of this article.
- 7.5 In the event of a change in the price and/or delivery time, Caldic is entitled to demand an unchanged performance of the contract, or to a performance of the contract changed in a way it finds acceptable, or to termination of the whole or part of the contract with immediate effect, without being liable to compensate for loss and costs.

Article 8 - Quality and quantities

The supplier guarantees that the items/services or the work/activities delivered are:

- of good quality, customary in the industry, without defects in design, construction, assembly and materials;
- comply at least with the requirements set within the industry - and in the absence thereof - the reasonable requirements of soundness and workmanship;
- in accordance with the agreed quantities and/or weights;
- in accordance with the requirements set out in the contract, the documents belonging to, or supplied with, the contract, as well as with samples approved by Caldic and generally accepted standards and specifications;
- in accordance with the standards for, inter alia, quality and safety, stipulated by or on behalf of the government;
- provided with the applicable and/or agreed characteristics on the basis of which the items can be identified as originating from the supplier;
- fit for their intended purpose;
- delivered or executed by skilled personnel under proper management and supervision;
- carried out in accordance with current working conditions legislation.

Article 9 - Inspections, tests, trials

- 9.1 Caldic or a third party appointed by Caldic is entitled at all times to inspect, examine or test goods and/or (parts of) the work (in progress), wherever they are located, in order to determine

whether they comply with the agreed terms (insofar as this is possible at the time of inspection, examination or testing).

- 9.2 The results of inspection, examination or testing or failure to do so shall not release the supplier from any guarantee and/or liability.
- 9.3 The supplier shall inform Caldic in good time of the place and time when goods or (parts of) the work are ready for an inspection, examination or testing, so that Caldic or the relevant designated third party can be present.
- 9.4 The supplier shall provide Caldic with all data and facilities required for an inspection, examination or testing, including the necessary personnel and material assistance.
- 9.5 The costs of any inspection, examination or testing shall be borne by the supplier, with the exception of the costs of the personnel of Caldic or the relevant designated third party.
- 9.6 If an inspection, examination or test has to be postponed or repeated, either party may recover from the other party the costs directly related thereto, including the costs of personnel and other persons referred to in the previous subsection of this section, if and to the extent that the cause of such postponement or repetition is attributable to that other party.
- 9.7 In the case of approval, a report will be drawn up, and a copy thereof made available to the supplier.
- 9.8 The supplier will be notified of any rejection without delay, stating the reason for rejection. In that case, the supplier must repair or replace at its own expense the rejected goods and/or rejected (parts of) the work within a period to be determined by Caldic, so that they do comply with the inspection requirements, without prejudice to the obligation of the supplier to compensate the loss and costs resulting therefrom.
- 9.9 Goods already delivered and/or parts of the work already performed must, in case of rejection, be removed and/or dismantled by and at the expense of the supplier on Caldic's first request.
- 9.10 The supplier grants Caldic the right to use the delivered goods or the executed (parts of) the work before inspection, examination or testing takes place.

Article 10 - Delivery, and periods for delivery or execution

- 10.1 Unless expressly agreed otherwise, the delivery of goods shall be made "Delivery Duty Paid" (DDP) at a place specified in the contract and, in the absence thereof, at a place indicated by Caldic.
- 10.2 For the purpose of interpreting the delivery condition(s), the edition of the Incoterms as issued by the International Chamber of Commerce (ICC) in force at the time of entering into the contract, shall be decisive.
- 10.3 Unless expressly agreed otherwise, a (part of a) work/activity is deemed delivered when the supplier requests Caldic in writing to accept (a part of) the work/activity and Caldic subsequently accepts (the part of) the work/activity.
- 10.4 Separate completion of individual parts of the work/activity is only possible if this has been agreed. After inspection, Caldic shall inform the supplier as soon as possible in writing whether or not (the part of) the work/activity has been approved, and in case of rejection state the reason therefor.
- 10.5 Minor defects that do not prevent commissioning and that can be repaired in the short term will not be grounds for withholding approval, without prejudice to the supplier's obligation to repair these defects as soon as possible.
- 10.6 Caldic is entitled to put the work or a part thereof into use before completion, provided that it gives prior written notice to the supplier and does not endanger the progress of the work. Early commissioning of the work or the relevant part thereof shall not constitute (formal) completion.

- 10.7 Any damage caused to the work as a result of such early commissioning shall not be borne by the supplier, without prejudice to its other obligations. The supplier shall deliver or complete the goods/services or work/activity on the date specified in the contract, or no later than the last day of the period specified therein.
- 10.8 The agreed date and/or period shall be regarded as a deadline. A deadline for delivery or completion stated in the contract shall commence on the day the contract comes into effect, unless expressly agreed otherwise.
- 10.9 As soon as the supplier knows or expects that the goods/services and/or the work/activities cannot be delivered and/or completed on time or that it cannot fulfil its obligations on time in any other way, it must notify Caldic in writing, stating the cause or circumstances which make timely delivery and/or completion impossible.
- 10.10 In the case of late delivery and/or completion, the supplier is liable to pay Caldic a penalty of 0.5% of the price agreed for the goods/services and/or work/activity for each commenced week by which the period/date is exceeded, without prejudice to Caldic's further rights, including the right to full compensation.
- 10.11 At Caldic's request, the supplier must deliver or perform the goods and/or services or work/activities at a date beyond the agreed date.
- 10.12 If and insofar as desirable, the supplier will make every effort to deliver the goods and/or services or the work/activity at an earlier date than the agreed date or to carry out the work/activity as deemed desirable by Caldic, without being able to claim a change in the price or compensation for loss and costs.

Article 11 - Transport, unloading

- 11.1 Transport and unloading of goods are at the expense and risk of the supplier in accordance with the delivery conditions described in the preceding article. Immediately upon unloading the goods, the supplier shall present a delivery note for approval to be signed by a person authorised by Caldic.
- 11.2 Signature of the delivery note only constitutes confirmation of receipt of the delivered goods and does not imply approval or acceptance of (the quality or quantity of) the delivered goods and does not release the supplier from any guarantee and/or liability. The above also applies to signed CMR (freight or delivery) documents. Similarly, signing the delivery note cannot otherwise alter the contract.

Article 12 Packaging

- 12.1 The supplier will package things properly at its expense, and is liable for loss and costs caused by insufficient packaging and/or by damage and/or destruction of this packaging.
- 12.2 Caldic is not obliged to pay costs for packaging, unless expressly agreed otherwise.
- 12.3 The supplier will take back any packaging of the goods at Caldic's first request and collect it from Caldic at its expense, and at the same time refund the costs it charged to Caldic for this packaging.

Article 13 - Ownership and risk

- 13.1 The delivered goods become the property of Caldic from the moment they are demonstrably intended for or form part of the delivery(s) to be made to Caldic and in any case from the moment of delivery.
- 13.2 The work or parts thereof is/are the property of Caldic from the moment of delivery.

- 13.3 If Caldic provides goods to the supplier for treatment or processing or for incorporation or mixing with goods not (yet) owned by Caldic, Caldic remains or becomes the owner of those goods or the resulting goods at the time of incorporation or mixing.
- 13.4 The supplier bears the risk for the goods and/or the work, even if they have been made available by Caldic, up to the time they have been delivered and approved and accepted by Caldic.
- 13.5 If and insofar as Caldic is/becomes the owner of (a part of) the goods and/or the work before the delivery and approval/acceptance, the supplier must identify (that part of) these goods and/or the work for the benefit of Caldic and to properly look after it, and insure it at all times keep them insured for the benefit of those concerned.

Article 14 - Certificates etc.

If the contract stipulates the need for certificates, attestations and/or instruction manuals, the supplier will put these in Caldic's possession as soon as possible, but no later than two weeks after delivery or completion of the goods/services or the work/activity. The said certificates, attestations and/or instruction manuals will be in the Dutch language, unless expressly agreed otherwise.

Article 15 - Prices

- 15.1 The agreed prices are fixed and are exclusive of turnover tax and all other levies and taxes in connection with the goods/services or the work/activity. Prices are furthermore based on the terms and conditions of delivery as stated in the contract. There will be no adjustment in the case of any increase in wages, prices of materials, etc.
- 15.2 The supplier may only charge Caldic for additional work if and insofar as Caldic has expressly instructed it in writing to do this work.
- 15.3 If - with the agreement of Caldic - the contract is not fully performed or is performed in a relatively cheaper way than originally agreed, the originally agreed price will be reduced accordingly because of less work.

Article 16 - Payment

- 16.1 Unless expressly agreed otherwise and subject to Caldic's rights to suspend payment, payment will be made no later than 30 days after one of the following events:
- the date on which the goods/services or (the part of) the work/the activities, to which an (instalment) payment relates, is/are delivered or completed;
 - the date on which Caldic approves the goods, services or (the part of) the work or activities;
 - the date of receipt by Caldic of an invoice that meets the requirements, accompanied by the documents referred to in the following article.
- 16.2 Payment does not release the supplier from any guarantee and/or liability.
- 16.3 If it has been agreed that Caldic shall pay amounts (in instalments) in advance, Caldic has the right at all times, before making any payment, to demand from the supplier such security as it deems satisfactory.
- 16.4 Caldic is authorised to set off amounts it owes to the supplier or to companies affiliated with the supplier against claims it has against the supplier and companies affiliated with the supplier, irrespective of whether or not the amounts concerned are due and payable.

Article 17 - Invoicing

- 17.1 The supplier's invoices to Caldic must be sent in duplicate and comply with the requirements set out in, or arising from, the law.
- 17.2 The supplier's invoices must indicate a project or PO number as well as (supporting) receipts signed for approval by an authorised representative of Caldic, including, but not limited to, timesheets, delivery notes, supporting invoices of third parties, etc.
- 17.3 Invoices that do not meet the requirements set out in the preceding sections of this article will not be processed and cannot be paid. If an invoice does not meet the set requirements, Caldic will notify the supplier in writing and, in consultation with Caldic, a new invoice will be sent which will only become due and payable after approval by Caldic.

Article 18 - Guarantee

- 18.1 The supplier shall repair all defects to the goods/services or (parts of) the work/activity arising within a period of five years after delivery, without delay and in consultation with Caldic, and where, in the opinion of Caldic, repair is not possible, replace the goods or renewed performance the work, without prejudice to the further liability of the supplier and the further rights of Caldic.
- 18.2 The supplier will fulfil this guarantee obligation regardless of whether it acknowledges liability for the defects in question. If it is later found that the supplier is not liable for the defects in question, it shall be entitled to reimbursement of the normal costs of repair or replacement or renewed performance.
- 18.3 The supplier shall be liable for all the costs of repairing any defect or replacing or renewed performance, and putting the item/work back into use, and - if the item/work is part of a larger whole - putting the larger whole into use.
- 18.4 Caldic is entitled, if the supplier does not remedy the defect immediately and/or properly, or if the remedying of the defect cannot be postponed, to carry out itself or engage others to carry out the necessary work at the expense of the supplier.
- 18.5 After repair or replacement or renewed performance, the supplier's guarantee obligation applies in full to those items/services and/or (or parts of) the work/activity.
- 18.6 The risk for items or parts of the work (to be) replaced under this guarantee obligation shall be borne by the supplier from the time of replacement. These items or parts must be removed by and at the expense of the supplier on Caldic's first request.
- 18.7 The supplier indemnifies Caldic against all third-party claims in respect of defects in the goods/services or (parts of) the work/activities, however described.

Article 19 - Liability

- 19.1 The supplier is liable for all loss and costs, including business and other indirect loss, caused by defects in delivered goods or the unsoundness of the delivered work, as well as for all loss and costs resulting from tools and auxiliary items used in that context, or by other defects, whether or not attributable to the supplier, of the client and/or (legal) persons working for the supplier or by (one of) them directly or indirectly employed by the supplier.
- 19.2 The supplier indemnifies Caldic for all third-party claims in this respect, however described.
- 19.3 The supplier will insure its liability under this article for a sufficient amount and, if requested, allow Caldic to inspect the documents relating to such insurance, including the policy and receipts for payments of the premiums.

- 19.4 Caldic is a supplier of products processed into semi-finished and finished products. Caldic excludes any liability for loss once its products have been processed or treated in the semi-finished or finished product.
- 19.5 In the case of any partial or total recall of these semi-finished or finished products, Caldic is therefore never liable for loss. Compensation - however named or on whatever basis claimed - cannot be recovered from Caldic and any liability remains with the manufacturer of the semi-finished or finished product, which indemnifies Caldic against any such third-party claims.

Article 20 - Availability of (spare) parts

The supplier guarantees that for a period of ten years, commencing the date of delivery or completion of the goods or work, (spare) parts intended for such goods/work will be freely available at the normal prices.

Article 21 - Suspension, termination

- 21.1 If and insofar as the supplier fails to comply properly, on time, or at all with any of its obligations under the contract (or under the law) or where there is serious doubt whether the Supplier is able to fulfil its contractual obligations to Caldic, Caldic has the right, without notice of default and without judicial intervention, to suspend compliance with its own obligations in whole or in part or to terminate the contract in whole or in part by means of a written notification to the supplier, without thereby being liable to pay compensation and without prejudice to its further rights.
- 21.2 Caldic may also exercise this right in the event of bankruptcy, application under the Natural Persons Debt Rescheduling Act, a moratorium, total or partial stoppage, liquidation, transfer or encumbrance of the business of the supplier, including the transfer or pledging of an important part of its receivables, and also in the event that property of the supplier is seized pre-judgment or in enforcement of a judgment.
- 21.3 In the event of partial termination, Caldic is entitled, without prejudice to its right to compensation for loss and costs and its retention right, at its discretion, either 1) to return to the supplier the goods already delivered but not or no longer to be used or (parts of) the work already carried out, at the expense and risk of the supplier, or 2) after written notification, to complete the contract itself or engage third parties to do so, including by using goods or work already supplied by the supplier, whether or not for a fee to be agreed afterwards.
- 21.4 The claims that Caldic may already have or acquire as a result of termination of the contract, including any claim for compensation for loss and costs, are immediately and fully claimable.

Article 22 - Outsourcing, transfer

- 22.1 The supplier may not, without the prior written consent of Caldic, outsource the contract or any part thereof to third parties, nor transfer its obligations under the contract or any part thereof to third parties, nor use any persons other than its own personnel (e.g. personnel on loan) in the performance of the contract
- 22.2 Caldic is entitled to attach conditions to any consent it may give. A consent given by Caldic does not release the supplier from any obligation under the contract between the parties.
- 22.3 The supplier shall compensate Caldic for the loss and costs caused by non-compliance with the provisions of the preceding sections of this article and indemnify it against third-party claims in this respect.

Article 23 - Protection of personal data

- 23.1 Caldic and the supplier will mutually collect and process personal data in the context of the contract(s) or for the purpose of cooperation. In doing so, they will - mutually - comply with the General Data Protection Regulation (GDPR), the Dutch GDPR Implementation Act and, from its entry into force, the Privacy Regulation and related laws and regulations, and take appropriate protective measures. It is standing policy and of crucial importance, that the supplier processes and protects all personal data under the above carefully and adequately through effective measures against misuse in any form.
- 23.2 If Caldic is to be regarded as a processor within the meaning of the GDPR, the supplier shall, at the request of Caldic and in addition to the provisions of this article, enter into a written processing agreement in accordance with the model supplied by Caldic.
- 23.3 The supplier acknowledges and accepts that both the management of digital access (if any) to data and/or files, and the storage of such files can be outsourced by Caldic to selected processors, who will store the files in their data centres within the EU. These processors shall ensure the security of personal data by complying with appropriate technical and organisational security measures. Caldic has concluded the necessary processor agreements with these processors.
- 23.4 The supplier acknowledges and agrees that Caldic may involve third parties in carrying out the instruction and that personal data may be shared with these third parties. Where these third parties are to be regarded as processors, Caldic has entered into a processing agreement with them.
- 23.5 The supplier indemnifies Caldic against all third-party claims (including in any case users and government agencies), financial government sanctions and costs (including legal costs) arising from a violation by the supplier of any legal regulations regarding the processing of personal data.

Article 24 - Language

These general terms and conditions are drawn up in a Dutch and an English text. In case of any possible difference between these texts, the Dutch text shall prevail.

Article 25 - Miscellaneous

- 25.1 If any provision of the contract between the parties, including these purchase conditions, is void or invalid, the remaining provisions shall remain in force.
- 25.2 The parties will consult on the provisions that are void or invalid, in order to agree an alternative provision.
- 25.3 If any provision of the contract or these purchase conditions are contrary to mandatory-law provisions, or are determined as such by a competent authority, the relevant provisions shall be interpreted and applied as far as possible in the spirit of the parties' intentions.

Article 26 - Disputes and applicable law

- 26.1 In respect of all disputes relating to the contract, or further contracts arising therefrom or related thereto, the civil court for the place where Caldic has its registered office shall, to the exclusion of other bodies, have exclusive jurisdiction, unless Caldic explicitly opts for the jurisdiction of the court for the place of business of the supplier or any mandatory law prescribes otherwise.
- 26.2 The contract, as well as any further contracts arising from, or related to it, shall be governed exclusively by Dutch law.

ADDITIONAL PROVISIONS CONCERNING WORK

Article 27 - Commencement and completion of work - time periods

The supplier will commence performance of the work at a time stated in the contract. It shall perform the work in accordance with the work schedule provided or agreed by Caldic and deliver the work within a time period specified in the contract.

Caldic is entitled to adjust the work schedule (including the sequence of work to be carried out or parts of the work to be delivered), if it considers this desirable in connection with the progress of the work, without being obliged to change the price or compensate for loss and costs. The supplier must perform the work in accordance with the adjusted work schedule, with the proviso that if such a change in the work schedule results in the supplier having to deliver the work before the agreed time, it will use its best endeavours to perform the work in accordance with the adjusted work schedule.

Caldic has the right, in case of full or partial exceeding of the times of commencement and delivery of the work stated in the contract, or of agreed periods within which the supplier must comply with its obligations, as well as in case of insufficient progress of the work, to terminate the contract in whole or in part, without being liable to compensate for loss and costs and without prejudice to its other rights.

Article 28 - Working hours

The working hours of the employees of the supplier or of personnel hired by the supplier shall be the same as the working hours applicable within the business of Caldic unless expressly agreed otherwise in writing.

Article 29 - Weekly reports - discussions

The supplier must, for the purposes of time management, submit a report to Caldic every week, dated and signed by the supplier, containing a statement of the materials supplied for the work, the state of the work, the personal details of the employees who have been working in performance of the contract in the week concerned, the days on which and the number of hours they have been working, and such other information as it deems necessary or Caldic deems desirable. The supplier must attend discussions at Caldic's request about any problems with the performance and progress of the work.

Article 30 - (Supplementary) materials, equipment, tools, work clothing

The supplier shall at its own expense provide all (supplementary) materials, equipment, tools and work clothing - including helmets - that it needs for the performance of the contract. If the supplier uses (supplementary) materials, equipment, tools or work clothing belonging to Caldic, it must return these in the condition in which it received them as soon as possible. The supplier is liable for all damage to this property, however caused, during the time it was made available by Caldic.

The equipment, tools and work clothing used by the supplier must comply with the relevant safety requirements including the safety requirements stipulated by Caldic, without prejudice to the further liability of the supplier.

The supplier shall at its own expense arrange for transport on the site or through and into the object of work.

Article 31 - Storage - waste - environment

The supplier may not store more material on the worksite than is necessary for the immediate performance of the contract. Items stored by the supplier and/or third parties on the worksite are at the risk of the supplier.

The supplier must ensure that all waste, surplus materials and substances are removed from the worksite. If it has been agreed that waste containers will be made available by Caldic, the supplier will deposit this waste and these surplus materials and substances in these waste containers each day. The supplier guarantees to Caldic that it will comply with the environmental regulations applicable during the performance of the contract. The supplier shall compensate Caldic for all loss and costs caused by non-compliance therewith, and indemnify Caldic against any third-party claims arising thereunder.