



GENERAL PURCHASING AND SUBCONTRACTING CONDITIONS

TM CONSTRUCTION BV · 2026

1. GENERAL

Article 1: Scope of Application

1. These conditions apply to all requests and agreements of TM Construction BV regarding:
 - a. purchasing/delivery of goods and all related work and services,
 - b. (sub)contracting.
2. The counterparty of TM Construction BV is referred to as "supplier" or "subcontractor," or "contractor" when both types are meant.
3. "Principal" means TM Construction BV's client or their representative(s).

Article 2: Formation of Agreement

1. An offer is binding for 6 weeks or the longer period stated in the quotation.
2. The agreement is formed by a written order confirmation from TM Construction BV. The contractor returns this confirmation signed; until then, TM Construction BV suspends its payment obligations.
3. The agreement is subject to the suspensive conditions of (I) the principal actually commissioning TM Construction BV with the work of which the contractor's deliveries and services form part, and (II) approval of the contractor by the principal and/or their construction management.
4. In the case of multiple contractors, they are jointly and severally liable to TM Construction BV.
5. The contractor's own terms and conditions are expressly rejected and do not bind TM Construction BV, unless explicitly and in writing accepted by TM Construction BV.
6. The contractor is obliged to maintain confidentiality regarding data made available by TM Construction BV, which remains TM Construction BV's property, may only be used for its intended purpose, and must be returned upon first request.

2. PURCHASING AND DELIVERY OF GOODS

Article 3: Method and Place of Delivery

1. Delivery shall be made properly packaged at the construction site within the site fencing, at the supplier's expense and risk.
2. Breakage and/or damage during loading, transport, unloading, or storage is at the supplier's expense.
3. Unloading and storage outside working hours only takes place with prior written approval from TM Construction BV.
4. The supplier shall observe TM Construction BV's instructions and guidelines (including, where applicable, specifications and accompanying documents).

Article 4: Timing of Delivery

1. Deliveries must take place in accordance with the agreed delivery deadline and/or schedule. If TM Construction BV is unable to receive goods, the supplier shall store them safely and prevent quality deterioration.
2. TM Construction BV has the right — without the supplier being entitled to a price change or any other compensation — to set the delivery moment on call and align it with the progress of the (construction) work.
3. If the supplier cannot complete performance on time, they must immediately notify TM Construction BV in writing.

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4. Deliveries deviating from Articles 3 or 4 are deemed not to have been made.

Article 5: Ownership Rights

1. Ownership of goods transfers to TM Construction BV immediately after they have been delivered and approved in accordance with the agreement.
2. If goods are returned and/or not accepted, ownership and risk are deemed never to have transferred to TM Construction BV.

Article 6: Prices

1. The price stated in the agreement is fixed and exclusive of VAT. No adjustments are made for wages, prices, materials, etc.
2. All prices apply to delivery at the place referred to in Article 3, including packaging, loading/unloading, shipping, transport, and insurance costs.
3. The quantities stated in the agreement are as accurate as possible. More or less must be delivered as the (construction) work requires, without price adjustment per unit.

Article 7: Warranty and Service

1. The supplier warrants that delivered goods:
 - a. are of good quality, free from design or material defects;
 - b. conform to the agreement;
 - c. are fit for their intended purpose;
 - d. comply with laws, regulations, and requirements set by (local) authorities;
 - e. meet the requirements under the Soil Quality Decree — with adequate proof provided no later than at delivery.
2. TM Construction BV may inspect or test goods at any time, which does not release the supplier from warranty or liability. Costs are for the supplier's account in case of rejection.
3. The supplier shall promptly repair or replace defective goods in consultation with TM Construction BV. If this does not happen, TM Construction BV has the right to carry out repair or replacement itself or through a third party, at the supplier's expense, unless defects were caused solely by TM Construction BV (or its employees).
4. The supplier warrants that goods do not infringe third-party rights (including intellectual property rights) and indemnifies TM Construction BV accordingly.

3. SUBCONTRACTING

Article 8: General

1. Specifications with accompanying documents, the main contracting agreement with appendices (insofar as relating to the subcontractor's work), UAV 2012, and Dutch law apply to the agreement between TM Construction BV and the subcontractor.
2. In the case of goods delivery, the specific provisions under Section 2 also apply.
3. The subcontractor follows orders/instructions from TM Construction BV.
4. During the subcontracting agreement, the subcontractor is not permitted to submit price offers for the relevant work to TM Construction BV's client.

Article 9: Laws, Regulations, and Other Requirements

1. The subcontractor is required to provide TM Construction BV with:
 - a. VAT number and Chamber of Commerce details;
 - b. other information TM Construction BV wishes to receive;
 - c. a weekly man-day register with names of all employees deployed on the work, plus man-hour accountability;
 - d. quarterly declarations of payment behaviour regarding fiscal obligations and chain liability.

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2. The subcontractor may not transfer or have the work carried out by a third party without prior written consent from TM Construction BV.
 3. The subcontractor remains responsible (even after transfer with written consent) and must always comply with all applicable laws and regulations, including tax laws.
 4. The subcontractor may not assign, pledge, or transfer ownership of the amount for social insurance premiums included in the subcontract sum.

Article 10: Commencement, Duration of Execution

1. TM Construction BV ensures the subcontractor can commence on time; thereafter the subcontractor ensures their work keeps pace with overall progress, in accordance with a planning approved by TM Construction BV.
2. Delays are communicated to the other party as soon as possible.
3. In the case of force majeure, circumstances attributable to TM Construction BV, or specification changes made by or on behalf of TM Construction BV, the subcontractor is entitled to a time extension.
4. If commencement or progress is delayed due to circumstances attributable to the subcontractor, all resulting damages and costs for TM Construction BV are to be compensated by the subcontractor.
5. Upon exceeding the execution and/or delivery deadline, the subcontractor owes TM Construction BV compensation for all resulting damages, including an amount equal to 150% of any penalty TM Construction BV owes its principal as a result.
6. Amounts owed to TM Construction BV shall be set off against amounts owed to the subcontractor.

Article 11: Work Site, Items Made Available to the Subcontractor

1. TM Construction BV provides:
 - a. items expressly agreed to be made available to the subcontractor;
 - b. good accessibility and passability of the work site;
 - c. rest facilities and sanitary provisions.
2. Costs for gas, water, electricity, and any levies are for TM Construction BV's account, unless otherwise agreed.
3. Waste must be removed by the subcontractor or deposited in designated locations/containers.

Article 12: Weekly Reports, Construction Meeting Minutes

1. If the subcontractor must prepare weekly reports, TM Construction BV may prescribe a template. The subcontractor submits the weekly report no later than the second day after the relevant work week. Assessment follows as soon as possible.
2. TM Construction BV shall provide the subcontractor with copies of weekly reports or relevant meeting minutes insofar as they relate to the assigned work.
3. TM Construction BV shall inform the subcontractor of relevant matters from construction meetings, via copies of relevant portions of the minutes.

Article 13: Social Insurance Premiums and Payroll Tax

1. The subcontractor must comply with the applicable collective labour agreement (CAO) obligations for their employees and their statutory obligations to remit social insurance premiums and payroll tax.
2. TM Construction BV has the right to pay premiums and payroll tax for which it is jointly and severally liable by depositing funds into the subcontractor's blocked G-account (under the Chain Liability Act), or by withholding and paying these directly to the relevant authorities.
3. TM Construction BV may adjust the applicable premium percentage if it reasonably believes a higher amount is owed. The subcontractor may consult with TM Construction BV if they believe a lower amount applies.
4. TM Construction BV has a right of recourse against the subcontractor for amounts paid plus statutory interest, if TM Construction BV has had to pay premiums not paid by the subcontractor or a party further down the chain, or if TM Construction BV has had to fulfil CAO obligations to the subcontractor's employees.

Article 14: Delivery, Maintenance Period and Warranties

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1. Regarding inspection, delivery, maintenance periods, warranties, and liability after delivery, the provisions of the main contracting agreement (or UAV 2012 subsidiarily) apply, with the understanding that all deadlines applicable to the subcontractor are extended by the number of days between the subcontractor's delivery to TM Construction BV and TM Construction BV's delivery to its principal.
 2. If the subcontractor's work must be delivered before TM Construction BV's overall project, damage resulting from its use (by TM Construction BV or third parties) is not for the subcontractor's account.

Article 15: Sub-outsourcing, Labour Hire, and Chain Liability

1. Without written consent from TM Construction BV, the subcontractor may not outsource work to third parties.
2. To obtain approval for engaging self-employed persons (ZZP'ers), the subcontractor or ZZP'er must provide (before the first working day): (1) a signed model agreement approved by the Tax Authority and trade organisations; (2) a recent Chamber of Commerce extract; (3) valid liability, accident, and health insurance for the duration of the work.
3. To obtain approval for hiring temporary staff, the subcontractor must demonstrate the staffing agency holds NEN 4400-1 or NEN 4400-2 certification and is registered with the SNA. Additionally: (a) 20/25% of the invoice amount (incl. VAT) must be deposited into the agency's G-account; (b) proper records must be kept; (c) worker identity must be verifiable; (d) valid residence documents must be available where applicable. Per hour worked, €13.00 must be deposited into the contractor's G-account under the Chain Liability Act.

Article 16: Identification and Registration

1. Workers and/or temporary staff must be able to identify themselves at all times on the construction site and must have a citizen service number (BSN) before commencing work. The subcontractor must ensure all BSNs are provided to TM Construction BV in advance.
2. Before the first working day, worker data must be entered into the digital workforce registration system 'Bouwpas.' On the first day, the worker must identify themselves with the same original, valid ID used for registration.
3. Foreign workers must also hold the documents required under the Foreign Nationals Employment Act (WAV). Where EU free movement does not apply, copies of identity and residence documents must be provided.
4. Workers who cannot provide the required documents on their first day will not be admitted to the site.
5. The subcontractor warrants compliance with all applicable Dutch laws and regulations for workers deployed on the project (including Arbowet, ATW, WAADI, WAS, WAV, Wet DBA, WML, WID, and applicable CAOs).
6. The subcontractor is liable for and indemnifies TM Construction BV against fines, costs, and damages resulting from non-compliance with WAV, WID, and other applicable laws, by the subcontractor or by parties it engages. TM Construction BV will charge, set off, or otherwise recover all fines, costs, and damages from the subcontractor.

Article 17: Act on the Approach to Bogus Constructions (WAS)

1. The subcontractor warrants compliance with applicable employment laws, the applicable CAO, and pension regulations for all workers (including those working via secondment or payrolling).
2. In the case of temporary work in the Netherlands under a non-Dutch employment contract, the Posting of Workers Directive and the Act on Working Conditions for Posted Workers in the EU must be fully complied with.
3. Where certifications or quality marks are available (e.g. NEN-440), an up-to-date copy must be provided to TM Construction BV at all times.
4. All employment arrangements must be recorded in a clear and accessible manner.
5. Wage levels and specifications must be detailed on payslips, which the worker receives upon each payment.
6. Only legally permitted deductions may be made from wages, and wages must be paid by bank transfer.
7. The subcontractor must immediately inform TM Construction BV of any wage claim, information request, or liability claim from a worker.
8. Upon request, the subcontractor must provide an overview of workers to be deployed (including third-party employees) with applicable employment conditions and all documentation needed to verify compliance.
9. Upon request, the subcontractor must cooperate with audits and wage validations, including by providing access to their records, and must ensure third parties it engages do the same.

10. The subcontractor indemnifies TM Construction BV against all claims, damages, and costs related to this article. In case of a violation, the subcontractor is immediately in default; TM Construction BV may claim full compensation, suspend obligations, and/or terminate the agreement immediately without owing compensation.

11. The subcontractor must impose this article on all parties performing work for TM Construction BV, throughout the entire supply chain. For violations, a non-reducible immediately payable penalty of **€10,000 per violation** and **€500 per day** the violation continues applies, without prejudice to TM Construction BV's other rights.

4. FINANCIAL

Article 18: Additional and Reduced Work

1. Extra work (additional/time-and-materials work) must be quoted in writing by the subcontractor in advance and expressly approved in writing by TM Construction BV before execution. All executed extra work not formally commissioned falls under the contract sum and gives no right to additional payment. All agreement conditions remain applicable to additional and reduced work.

Article 19: Insurance

1. The subcontractor is co-insured under TM Construction BV's CAR (Construction All Risks) policy, but only for damage to the assigned work (or materials intended for it) and items being actively worked on, and only to the extent the subcontractor is not separately insured.
2. The subcontractor must indemnify TM Construction BV against all damage related to the assigned work.
3. The deductible under TM Construction BV's CAR policy is at the subcontractor's expense, unless the subcontractor can demonstrate the damage is attributable to another party.
4. The subcontractor must provide proof of liability insurance with a minimum coverage of **€1,250,000** for the duration of the construction.
5. The subcontractor may only invoke rights under the CAR policy if necessary due to TM Construction BV's contractual obligations, and with TM Construction BV's written consent.

Article 20: Invoicing

1. Invoices must meet VAT Act requirements and must be accompanied by signed delivery notes (or, for subcontracting, the man-day register signed by TM Construction BV's authorised representative — i.e., the site manager).
2. Invoices must be submitted individually, with the project number, order number, and cost centre.
3. Invoices not meeting these requirements will be returned unpaid.
4. The contractor may not add a cash discount surcharge to invoices.

Article 21: Payment and Set-Off

1. Payment occurs only when the invoice meets the stated requirements.
2. If a document confirming delivery must be attached, TM Construction BV will issue it no later than five working days after confirming delivery.
3. Payment occurs within **45 days** of receipt of the invoice and approval of the goods or work.
4. Payment does not release the contractor from warranty and/or liability obligations.
5. Payment will not be made until the subcontractor has shown in writing, upon request, that the workers deployed have been paid what is owed to them.
6. The subcontractor must submit their final account no later than **two months** after completion of their work; otherwise they forfeit any further claim against TM Construction BV.
7. If TM Construction BV fails to pay on time, it owes no more than **3% interest**, after being given a reasonable period to comply.
8. TM Construction BV is entitled to set off amounts owed to the contractor against claims TM Construction BV holds against the contractor or a group company thereof, from the same or another legal relationship.

Article 22: Security

1. If advance payment is agreed, TM Construction BV may require an immediately payable bank guarantee for the advance amount.
2. TM Construction BV may require the subcontractor to provide a bank guarantee as security, even if the contract sum is (partially) withheld during the work, and may invoke this guarantee if obligations are not met.
3. The security remains in force until TM Construction BV's overall project has been delivered. If defects in the subcontractor's work are found at delivery that do not prevent overall project delivery, the security remains in force until those defects are remedied.

5. MISCELLANEOUS PROVISIONS

Article 23: Liability

1. The contractor is liable for all damages and costs TM Construction BV suffers due to an attributable breach, including damages caused by tools, equipment, and machinery used in executing the agreement, as well as all fines imposed on TM Construction BV for late delivery caused by the contractor.
2. To the extent the contractor's non-compliance would make TM Construction BV liable to third parties, the contractor indemnifies TM Construction BV.
3. TM Construction BV may recover all resulting damages and costs, including extrajudicial costs of **15%** (minimum **€1,500**), and charge interest of **1% per (part of a) month**.
4. TM Construction BV may set off the above damages, costs, and fines against payments to the contractor, even for a different project.

Article 24: Non-Performance, Dissolution, and Termination

1. If the contractor fails to perform on time or correctly, TM Construction BV may suspend its payment obligations until compliance.
2. If the contractor remains in default after notice, TM Construction BV may dissolve the agreement in writing. In that case TM Construction BV owes no compensation other than payment for approved delivered goods/work, less expected costs and damages.
3. TM Construction BV may dissolve the agreement immediately without notice or compensation if:
 - a. the contractor ceases operations, applies for suspension of payments, or is declared bankrupt;
 - b. the work assigned to TM Construction BV ends in an incomplete state;
 - c. the main contracting agreement is terminated or dissolved. In case (a), the damages suffered by TM Construction BV are deemed to amount to **20% of the contract sum**, unless TM Construction BV can demonstrate higher damages.
4. The contractor expressly, unconditionally, and irrevocably waives its rights of retention and suspension.
5. TM Construction BV may terminate the agreement at any time by notice. The termination compensation is limited to the contractor's demonstrable direct costs already incurred. If the termination is linked to a termination by the principal, the compensation is further limited to a proportional share of the termination compensation TM Construction BV receives from the principal.

Article 25: No Transfer

1. The contractor may not transfer its obligations and/or claims against TM Construction BV to third parties without TM Construction BV's prior written consent, which may be subject to conditions.

Article 26: Disputes

1. Disputes arising from or related to the agreement shall be resolved, at TM Construction BV's choice, in the same manner as agreed with its principal, or by arbitration in accordance with the rules of the Council of Arbitration for Construction Disputes in the Netherlands, as they stood three months before the date of the price quotation.
2. TM Construction BV may choose a different dispute resolution method if it considers this appropriate given the nature of the dispute or if agreed with the client.

Article 27: Privacy

1. If personal data of buyers is needed for the execution of the agreement, the contractor must process such data in accordance with the General Data Protection Regulation (GDPR). The contractor is a data controller, not a data processor.
2. The contractor's use of personal data is limited to: communicating about the (prospective) work or materials with buyers, and executing the work and/or delivering materials.
 - b. If the contractor suspects or discovers loss, misuse, or any other form of unlawful processing of personal data or a data breach, it must inform TM Construction BV immediately (no later than within 24 hours) by emailing info@tmconstruction.nl.
3. The contractor is personally responsible for correct handling of personal data and is liable for GDPR violations, including fines from the Data Protection Authority (Autoriteit Persoonsgegevens).
4. The contractor may not share personal data with third parties.
5. Personal data must be kept strictly confidential; the contractor must also impose this obligation on their employees.
6. Personal data must only be processed within the EEA and in accordance with EEA privacy laws. Transfer outside the EEA is prohibited.
7. Upon termination of the agreement, the contractor must promptly return all personal data to TM Construction BV and destroy all digital copies.
8. Camera surveillance is used on and around the construction site to prevent theft. Footage is retained in accordance with the GDPR and may be handed to authorities in the event of an incident.

Article 28: Quality Assurance in Construction Act (Wkb)

1. The contractor must carry out their deliveries, work, and services in compliance with the Wkb. This includes, among other things:
 - a. fully cooperating with any quality assurance officer on the project at no cost, regardless of who engaged them;
 - b. being liable for all defects in delivered goods, services, or work after delivery, including those detectable before or at delivery;
 - c. providing a complete project delivery dossier and all required documents, certificates, and manuals upon first request;
 - d. providing information, if requested supported by documentation, about insurance coverage against insolvency and risks of damage and defects.

Article 29: Intellectual Property Rights and Rights to Documents

1. Drawings, calculations, specifications, moulding models, constructions, diagrams, and other documents provided by TM Construction BV remain TM Construction BV's property; TM Construction BV is deemed their creator and/or designer.
2. The contractor may not use or allow third parties to use these items for any purpose other than performing work for TM Construction BV, unless TM Construction BV gives express prior written consent. After delivery/completion, the contractor must return these items to TM Construction BV upon first request.
3. If items are not returned, TM Construction BV may suspend all payment obligations. If after notice the contractor still fails to return items within five working days, the contractor forfeits a penalty of **10% of the contract sum or price** of the relevant agreement/order — immediately payable.
4. The contractor must transfer all intellectual and industrial property rights in works created in the context of the agreement to TM Construction BV. The contractor acknowledges that no separate compensation is due for this transfer, as it is included in the agreed price.
5. The contractor indemnifies TM Construction BV against third-party claims for infringement of copyright and/or patent rights relating to goods delivered or work performed.
6. All documents drawn up by the contractor in connection with the agreement and shared with TM Construction BV (by any means) become TM Construction BV's property and may be freely used by TM Construction BV.
7. Documents created but not yet shared with TM Construction BV must be sent to TM Construction BV free of charge upon first request.

Article 30: Unforeseen Circumstances

1. Article 7:753(1) of the Dutch Civil Code is excluded.
2. A claim based on unforeseen circumstances (Article 6:258 DCC) is only available to the contractor if TM Construction BV has the same right against its principal on the same grounds. The contractor may claim at most the amount TM Construction BV receives from its principal as compensation for the contractor's work.
3. The contractor is only entitled to additional payment under Article 6:258 DCC if circumstances arise that could not reasonably have been anticipated, are not attributable to the contractor, and significantly increase the cost of the work, with a deduction for entrepreneurial risk.
4. Any such claim must be supported by a transparent numerical justification with evidence.

Article 31: Safety, Health, and Environment

1. The contractor ensures responsible storage of hazardous substances where applicable.
2. For silica dust, the occupational hygiene strategy and latest technical standards must be followed.
3. If the project is within a municipal environmental zone, the contractor is responsible for complying with the zone requirements for deliveries.
4. The contractor must comply with safety regulations and instructions under occupational health and safety laws, as given by the safety coordinator, the principal, TM Construction BV, and/or external inspection services.
5. Any auxiliary equipment used (lifting equipment, portable climbing equipment, hoists, transport equipment, welding apparatus, fire extinguishers, etc.) must meet applicable legal standards and be properly certified.
6. Any accidents, incidents, or near-misses involving personnel on the construction site must be reported immediately to the site manager.
7. Personnel must have personal protective equipment (safety helmet, safety glasses, safety footwear, work clothing, hearing protection, etc.). Wearing a safety helmet and safety footwear on the construction site is always mandatory. Other protective equipment must be worn where applicable.

Article 32: Publications

1. Publications about the project or delivery in any form, for internal or external use, are prohibited without TM Construction BV's express written consent.

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