

GENERAL TERMS AND CONDITIONS OF PURCHASE of Compass Group

A. Provisions for the supply of Products and Services

1. Definitions

In these General Terms and Conditions of Purchase ("GTCP"), the following terms have the following meanings:

- (a) **Compass:** Compass Group Nederland Holding B.V. as well as any subsidiary and group company affiliated with it, as well as its legal successors by universal or particular title;
- (b) **Service(s):** all work performed by the Contractor for or on behalf of Compass, whether or not combined with the supply/delivery of Products;
- (c) **Defect(s):** any deviation of the Products or Services from the Specification and any other improper functioning of the Products or any other Service that has been provided incorrectly;
- (d) **Code of Conduct:** the Code of Business Conduct and additional policy rules as formulated by Compass Group PLC;
- (e) **Incoterms:** the ICC Incoterms® 2020 are standardised international delivery terms that apply to Contracts between the Parties;
- (f) **Site:** any site in the Netherlands where Compass performs agreed contract work for itself and/or third parties;
- (g) **Contractor:** any natural or legal person from whom Compass orders Products and/or Services - either directly or through a wholesaler or middleman - and/or with whom it is discussing or negotiating the conclusion of a Contract;
- (h) **Order:** any assignment given by Compass to the Contractor for the delivery of Products and/or the provision of Services, in whatever form;
- (i) **Completion:** the delivery by the Contractor to Compass of the Work agreed upon in the Contract;
- (j) **Contract:** each contract and/or Order concluded between Compass and the Contractor, any change or supplement thereto, as well as all juridical and other acts in preparation for and/or in execution of that contract;
- (k) **Force Majeure:** a failure by the Contractor to perform, for which failure the Contractor cannot be blamed pursuant to the law, juridical acts or generally accepted practice;
- (l) **Party/Parties:** the Contractor and Compass;
- (m) **Products:** all Items delivered or to be delivered to Compass in execution of an Order, regardless of whether the Order only involves the delivery of those Items or (also) the provision of Services;
- (n) **Specification:** the description of Products or Services ordered by Compass, which is mentioned or referred to in the Order or the Contract. In the absence thereof, that which is customary between the Parties, or in the absence thereof, that which is customary in the sector of industry, will be considered to be a description;
- (o) **Declaration of Set-off:** a declaration of intent by the debtor to have both claims extinguished with retroactive effect from the time at which the right to set-off arose;
- (p) **Default:** a situation in which the Contractor continues to fail to meet his obligations arising from the Contract;
- (q) **Work:** the work to be performed by the Contractor for Compass;
- (r) **Item:** a corporeal object which can be subject to human control within the meaning of Article 2 of Book 3 of the Dutch Civil Code;
- (s) **Sanctions:** any economic or financial sanctions administered by the US Treasury Department's Office of Foreign Assets Control (OFAC), the US State Department, or any other governmental agency of the US government, the United Kingdom, the United Nations, the European Union or any member state thereof or the applicable Government Agencies of any of the foregoing, Australia, Canada, France, Germany, Italy and Japan;
- (t) **Sanctioned Person:** any person, entity, organisation or vessel (i) designated on the OFAC list of Specially Designated Nationals and Blocked Persons, the Consolidated List of Financial Sanctions Targets maintained by the UK Office of Financial Sanctions Implementation, designated on the consolidated list of persons, groups and entities subject to Sanctions administered by the United Nations or European Union or any member state thereof; (ii) that is, or is part of, a government of a Sanctioned Territory; (iii) directly or indirectly owned or controlled by, or acting on behalf of, any of the foregoing, (iv) located or organised within or operating from a Sanctioned Territory; or (v) otherwise targeted under any applicable Sanctions.

(u) **Sanctioned Territory:** any country or other territory targeted by a general export, import, financial or investment embargo under Sanctions, which countries and territories, as of the date of this Contract, include Cuba, Iran, North Korea, Syria, the Crimea Region and the separatist-controlled portions of the Donetsk and Luhansk regions of Ukraine.

2. Applicability and voidability

- 2.1. Unless other general terms and conditions of Compass apply (such as the General Terms and Conditions of Sale and Delivery), also in view of the nature of the performance agreed or to be agreed upon, these general terms and conditions form part of all Contracts and apply to all acts and juridical acts between Compass and the Contractor, even if those juridical and other acts do not result in, or are not connected with, a Contract.
- 2.2. The applicability of any general terms and conditions of the Contractor is expressly excluded by Compass.
- 2.3. Compass may amend the GTCP. The amendments will take effect thirty (30) days after the Contractor has received them.
- 2.4. The Contractor may only rely on different and/or additional stipulations and/or his own terms and conditions if and insofar as Compass has expressly accepted them in writing.
- 2.5. Provisions of these GTCP will not apply if they are contrary to applicable mandatory statutory provisions. Should any provision of these GTCP be void or otherwise unenforceable, this will not affect the validity of the remaining provisions of these GTCP and the Contract.

3. Changes and additions

- 3.1 Any changes and additions to any provision of a Contract and/or the GTCP may only be agreed upon in writing.
- 3.2 If any change and/or addition as referred to in 3.1 is agreed upon, such change or addition will only apply to the Contract in question.

4. Order and acceptance

- 4.1 All Orders from Compass are without obligation.
- 4.2 The Contractor will tacitly accept an Order after expiry of a period of five (5) working days or by confirming this Order in writing or by e-mail to Compass at the earliest opportunity within twelve (12) working days.
- 4.3 Compass is entitled to cancel the Order without being obliged to pay any compensation, provided that it does so within one (1) working day after receipt of the Contractor's acceptance of the Order and/or until the moment of physical delivery on Site, by sending the Contractor a written statement to that effect.
- 4.4 If Compass sends the Contractor an order form, the Contractor must confirm and/or handle such form. In the event that Compass did not receive a confirmation, Compass will be entitled to adopt the position that no legally valid Order was concluded.
- 4.5 Any offers and quotations from the Contractor to Compass are fixed and binding and may no longer be changed before or after the Order, unless the Contractor and Compass agree on this in consultation.

5. Postponement of delivery

- 5.1 Compass is entitled to postpone the delivery of ordered Products and/or the performance of ordered Services by a maximum period of sixty (60) calendar days by sending the Contractor a written statement to that effect, unless postponement would be manifestly unreasonable given all circumstances of the case.
- 5.2 If Compass exercises the right referred to in 5.1, the Contractor will separately store the Products for Compass at a suitable location, will insure the Products and will take appropriate measures in order to prevent loss of quality. Compass will then be obliged to pay the Contractor reasonable compensation for the costs of such storage, measures and insurance.

6. Prices, VAT, payment and set-off

- 6.1 The prices stated in the Order are fixed, in euros and exclusive of turnover tax.
- 6.2 The prices of Products include (outer) packaging and delivery duty paid. The prices of Services always include all travel and accommodation expenses as well as all other expenses. The prices of all Products and Services also include all preparatory and other work required in order to satisfy the descriptions and requirements set by Compass and the

Specification.

6.3 The Contractor indemnifies Compass against all costs incurred and loss suffered by Compass as a result of the fact:

- (i) that the Contractor is not properly registered for turnover tax purposes in a relevant EU Member State; and/or
- (ii) that the Contractor provides incorrect or ill-timed information to Compass and/or the turnover tax authorities in a relevant EU Member State.

6.4 Payment by Compass is not due until the Order has been executed correctly and completely and has been accepted in accordance with the provisions of Article 13. Compass will then pay the submitted invoice within sixty (60) days of receipt.

6.5 The Contractor will not assign his claims against Compass to any third party except with the prior written permission of Compass.

6.6 Compass is entitled to set off any claim the Contractor has against it against any claim Compass has against the Contractor (irrespective of its basis and whether or not due and payable). If the claims as set off by Compass are not yet due and payable, a discount rate will apply which will be equal to the promissory note discount rate of De Nederlandsche Bank plus 1% on an annual basis over the period from the Declaration of Set-off until the due date. The Contractor is not entitled to set off a claim Compass has against him against any claim the Contractor has against Compass (irrespective of its basis and whether or not due and payable).

6.7 Payments made by Compass expressly cannot be construed as a waiver of its right to performance, dissolution or compensation.

6.8 Payment will release Compass from any obligation arising from the relevant Contract and cannot be considered by the Contractor to be payment of any other claim against Compass as alleged by the Contractor.

6.9 In the event of a postponement of the delivery of ordered Products in accordance with the provisions of Article 5, payment will be due within the term referred to in Article 6.4 after storage of the ordered Products.

6.10 Without prejudice to its other rights, Compass is entitled to charge the Contractor the judicial and extrajudicial costs, including costs of legal assistance, reasonably incurred or to be incurred by Compass for the collection of any amount due, or to obtain performance of any obligation of the Contractor.

6.11 If it is agreed that Compass will pay an advance on the price, it will do so within sixty (60) days of receipt of the invoice. Each time Compass has to pay part of the price, a corresponding part of the advance will be set off against this part, regardless of whether the claim for payment of the price has been transferred to a third party. If the Services and/or items that conform to the Contract are not supplied within the agreed period or at the agreed location, the Contractor will owe Compass statutory commercial interest on the advance over the period of time the breach continues, regardless of whether the Contractor can be blamed for the breach.

7. Outsourcing

7.1 The Contractor is obliged to execute the Order himself, unless Compass has given its express written consent to outsourcing, subcontracting, or purchase from third parties, or has given a written assignment to that end. Compass may make its consent as referred to above subject to the condition that the Contractor establishes an undisclosed pledge for the benefit of Compass in respect of the Contractor's rights arising from the Contract with that third party.

7.2 The Contractor is fully responsible for any contribution from third parties in the execution of the Order as if it were his own performance.

7.3 The Contractor indemnifies Compass against any claims by third parties involved in the execution of the Order.

8. Timely execution

8.1 The agreed term, or any further term set with due observance of Article 5, within which the Order has to be executed is of essential importance to Compass. The Contractor will be in default if the terms agreed with Compass by which a performance has to be delivered are exceeded. Any penalty agreed upon for this case will not affect any obligation of the Contractor to pay full compensation.

8.2 The execution term commences on the date the Contractor has accepted the Order or - if such is later - on the date on which the information, models, materials or tools to be provided by Compass as set out in the Order, which the

Contractor absolutely needs, of which he has notified Compass, in order to commence with the execution of the Order, are available to the Contractor.

8.3 If an agreed term is exceeded other than as a result of a statement as referred to in Article 5, the Contractor will be obliged to immediately refund to Compass any and all (advance) payments or deposits already received by him under the relevant Contract without the Contractor being entitled to set off these amounts against his actual or alleged claims against Compass. In addition, any personal or real security provided by Compass or by third parties for its benefit under the Contract will then lapse by operation of law. The Contractor is obliged to discharge any guarantors for Compass from their surety obligation and/or recourse liabilities under the Contract or ensure that they be discharged from such surety obligations and/or recourse liabilities, subject to the Contractor incurring a sum equal to the amount to which the guarantor has committed itself or the value of the real security provided.

9. Execution in accordance with the Specification; contract variations

9.1 The Contractor is obliged to execute the Order strictly in accordance with the Specification and in accordance with high standards.

9.2 Compass is entitled to make changes to the Specification prior to or during the execution of the Order, or to require the delivery of additional Products and/or expansion of the Services after the Order has been executed.

9.3 The Contractor declares in advance that he is willing to execute the changed Order referred to in Article 9.2 and/or supply Products and/or Services subject to the same conditions and to the extent that he is technically able to do so.

9.4 If the performance which the Contractor has to deliver on the basis of the change(s) referred to in Article 9.2 is demonstrably reduced, this will constitute a contract reduction which is eligible for set-off in favour of Compass.

9.5 If, due to the change(s) referred to in Article 9.2, the performance to be delivered by the Contractor under the Contract is demonstrably increased or expanded, this will constitute contract extras for which the Contractor must be paid. Contract extras will not include any additional work that the Contractor could have and should have foreseen when he accepted the Order. If the Contractor believes that he is entitled to payment for contract extras, he will not start executing this before he has issued a quotation in respect of the extent of the extra work anticipated by him due to such change and the related costs for Compass. The Contractor will not start performing the extra work before he has received express written instructions from Compass to that end.

9.6 In case of any contract variations, the date of delivery of the Products and/or the provision of the Services will be reset in reasonable consultation between the Parties.

9.7 If no agreement is reached on the price and/or terms for the contract variations, this will be considered a dispute as referred to in Article 24. Pending the decision on such a dispute, the Contractor will, if so desired by Compass, be obliged for the time being to execute the Order in accordance with the Specification as amended by Compass, in which case he is entitled to ask Compass to provide a bank guarantee within two (2) weeks for the difference in price between the amount the Contractor believes he is entitled to and the amount Compass wishes to pay.

10. Inspection before delivery

10.1 Compass is at all times entitled to inspect or, more specifically, view or test the ordered Products before delivery during processing, manufacturing or storage, or to have such done. The Contractor will allow Compass or the expert to be appointed by Compass to do so without any restriction and will offer the necessary facilities and assistance to this end.

10.2 Compass will notify the Contractor in a timely manner of the inspection to be carried out by Compass before delivery. The Contractor is entitled to attend these viewings and tests or have an expert to be appointed by him attend such viewings and tests.

10.3 Irrespective of whether or not Compass has exercised its rights pursuant to the provisions of Article 10.1 and Article 10.2, irrespective of the outcome of the viewings and tests referred to therein and irrespective of the information provided by Compass to the Contractor about this, the Contractor himself will remain fully responsible for the correct execution of the Order.

11. Delivery duty paid

11.1 Ordered Products must be delivered duty paid (according to the Incoterms 2020 or a newer version) to Sites and/or places of destination indicated by Compass. The Contractor shall ensure proper packaging in accordance with all applicable regulations, and shall be responsible for security and adequate transport. Deliveries of ordered Products in consignments are only permitted if this is expressly stated in the Order.

11.2 Each delivery must be accompanied by specified documents stating the order number of Compass. This order number, as well as any other markings specified by Compass, must be provided accurately and clearly upon delivery or must be clearly visibly affixed to the packaging.

11.3 Delivery will be entirely at the Contractor's risk, even if in the execution of any act of delivery he makes use of Compass staff (the latter subject to any wilful misconduct or gross negligence on the part of Compass or its managerial staff).

11.4 The agreed delivery date is considered to be a final deadline. If this deadline is exceeded, the Contractor will be in Default immediately and without any notice of Default being required.

12. Quality guarantee

12.1 The Contractor guarantees the quality and/or soundness of the Products delivered and/or Services provided by him. This guarantee at least includes that:

- (i) the Products and/or Services are suitable for the purpose for which the Order was placed, insofar as the Contractor was aware of this purpose or could have been aware of it;
- (ii) the Products are new and/or unused, of good quality, undamaged, and free from faults as regards design, processing, manufacturing, construction and dimensions, and are free from Defects in the materials used and provide the safety (as referred to in Article 186 of Book 6 of the Dutch Civil Code) one is entitled to expect;
- (iii) the Products are manufactured in accordance with the state of the art;
- (iv) the Products fully comply with the Specification and with any samples, models and drawings in terms of description, quantity, quality and performance;
- (v) all applicable national and international regulations in respect of the Products, their packaging and/or the Services have been strictly observed, especially the provisions on food safety (Hazard Analysis and Critical Control Points);
- (vi) the Products and/or Services meet the requirements which could reasonably be demanded from such.

12.2 Ordered Products are in any case considered to be faulty within the meaning of Article 12.1 if Compass staff discover any Defects upon delivery and/or any Defects arise within one (1) year of delivery, unless this is the result of normal wear and tear or Compass is mostly to be blamed for this.

12.3 Any Products in which a Defect was discovered by Compass staff upon delivery may be returned to the Contractor without Compass incurring any additional costs and the Contractor will fully reimburse the related invoiced amount to Compass.

12.4 Any Products that must be blocked for sale, supply, use and/or consumption for reasons of (food) safety as a result of information shared by the Contractor and/or authorised bodies may be returned to the Contractor without Compass incurring any additional costs, and/or may be destroyed after consultation with the Contractor, and the Contractor will fully reimburse the related invoiced amount to Compass.

12.5 The aforementioned guarantee means, without any limitation to Compass' rights to payment of costs, loss and interest, that the Defects arising within one (1) year after delivery will be immediately and fully repaired by the Contractor free of charge at the first request of Compass, if necessary by replacing the Products or parts thereof or by providing the relevant Services again. Unless this is impossible, repairs will always be carried out on site.

12.6 After the Defects have been repaired, a new guarantee period as set out in Article 12.2 will commence and the Contractor guarantees the soundness as described in Article 12.1 in respect of the replaced or repaired Products.

12.7 If required for the safety of persons and/or the progress of the work, Compass is entitled to carry out (or have a third party carry out) temporary repairs for the account of the Contractor. The Contractor is entitled not to pay the costs

incurred by Compass if he demonstrates that he was not informed of the relevant Defects in time and that he, had he been informed in time, would have repaired the Defects at least as quickly.

13. Checks, inspections and repairs

13.1 Compass will check and, if necessary, inspect the ordered Products or Services within a reasonable period of time after delivery or performance.

13.2 Acceptance has no further meaning than that, in Compass' provisional view, the external condition of the Products or the visible execution or the visible result of the Services corresponds with the Order. In particular, acceptance does not preclude any later reliance by Compass on any failure of the Contractor to comply with his quality guarantee referred to in Article 12 or with any other obligation towards Compass.

13.3 Should Compass reject the Products and/or Services or should it afterwards, in the reasonable opinion of Compass, become clear that they do not meet the requirements to be set thereon pursuant to the Contract and the Order, Compass may, without prejudice to its other rights, give the Contractor the opportunity, on demand, to take back the Products or to remedy and/or rectify any apparent failures and/or Defects at the Contractor's risk and expense. Additional costs, such as costs of return, disassembly, transport and reassembly, will be for the account of the Contractor. After mutual consultation, the Parties will determine in all reasonableness how and within what term the Defects and/or failures should be remedied and/or rectified; any repairs will be carried out at either the place of delivery or elsewhere.

13.4 If replacement or improvement of Products and/or Services as referred to in this article is not possible in the reasonable opinion of Compass or the Contractor does not comply with the request referred to in this article within the term set by Compass, the Contractor will be obliged to refund to Compass each of the sums received from Compass, without the Contractor being entitled to set off these amounts against his actual or alleged claims against Compass. Compass will then be entitled to do (or have a third party do) all that which is necessary and to charge the Contractor the related costs, including the additional expenses which Compass reasonably incurs in obtaining replacement Products and/or Services.

14. Transfer of ownership and risk; right of retention

14.1 Compass will acquire ownership of ordered Products the moment they are delivered to it or so much earlier as the transfer of title takes place (in any other way). The Contractor bears the risk of damage to or loss of ordered Products until they have been accepted in accordance with the provisions of Article 13.

14.2 In derogation of the provisions of Article 13.1, Compass will acquire ownership of the ordered Products in the case referred to in Article 5 the moment they are stored for its benefit.

14.3 If, in derogation of the provisions of Article 6.4, full or partial payment for Products not yet finished is agreed upon at a time earlier than the time stated therein, Compass will, pursuant to the advance payment made by it and without any further act of delivery being required for this, acquire the ownership of all Products, materials, raw materials, semi-finished products which the Contractor uses for the execution of the Order or designates for that purpose. The Contractor is obliged to acquire said Products, materials, raw materials or semi-finished products free from any charges and third-party rights and keep them separate for the benefit of Compass.

14.4 After a transfer of ownership pursuant to Article 14.2 or 14.3, the provisions of the last sentence of Article 14.1 will remain in full force.

14.5 The Contractor has no right of retention or right of suspension in respect of the ordered Products.

15. Items made available by Compass

15.1 Compass remains the owner of all Items which it makes available to the Contractor in connection with the Order (including models, stamps, drawings, tools or other resources). The Contractor will, except with the written permission of Compass to this end, refrain from any acts or omissions in respect of the Items which are such that Compass loses the ownership of those Items as a result of specification, accession, confusion or in any other manner whatsoever. The Contractor also guarantees that the Items are not encumbered with any third-party rights.

15.2 The Contractor has no right of retention or right of

suspension in respect of the Items.

15.3 The Contractor will insure the Items at his own expense and in favour of Compass under the usual conditions against all instances of full or partial loss of or damage to the Items, irrespective of the cause thereof. Compass is entitled to demand inspection of the relevant policy or policies in which Compass must be named as the co-insured.

15.4 Compass retains all its intellectual property rights (including comparable rights such as know-how) to the Items. The Contractor acquires a strictly personal, non-transferable and non-exclusive licence to use the Items for the duration of the Contract as referred to in Article 15 and subject to the condition subsequent of partial compliance with all statutory and contractual obligations which the Contractor has to observe towards Compass.

15.5 The Contractor will return the Items to Compass in good condition, unless Compass gives him different instructions. The Contractor will use the Items entirely at his own risk; with the exception of wilful misconduct or gross negligence on the part of Compass or its staff, Compass will not be liable for any adverse effects of the use of the Items for the Contractor or third parties. The Contractor will not use the Items, nor will he authorise or allow the use of the Items by third parties or in connection with any purpose other than the correct execution of the Order.

16. Liability, force majeure and indemnity

16.1 The Contractor will execute the Order entirely at his own risk. Any loss, both direct and indirect and including any lost profits, which might be suffered by Compass or by third parties as a consequence of, or in connection with, the execution of the Order will be compensated by the Contractor, irrespective of whether such loss is caused by the Contractor himself, his staff or by other persons engaged by the Contractor in the execution of the Order.

16.2 Except in the event of Force Majeure, the Contractor is fully liable for any loss which might be suffered by Compass or third parties as a result of any Defects in Products delivered and/or Services provided.

16.3 Force Majeure will in any case not include: staff shortages, strikes, staff illness, late delivery and/or unsuitability of materials, raw materials or semi-finished products or services, attributable failures or unlawful acts by suppliers or by third parties engaged by the Contractor, epidemics and/or liquidity or solvency problems on the part of the Contractor.

16.4 Articles 16.1 and 16.2 are considered to be stipulations also for the benefit of aggrieved third parties as referred to therein. The Contractor will indemnify Compass against any and all claims which those third parties may enforce against Compass.

16.5 The Contractor is adequately insured and will keep himself adequately insured against statutory and professional liability. The Contractor undertakes - immediately after having been held liable by Compass - to assign to Compass all claims in respect of payment(s) of insurance money at the latter's first request.

17. Recipients' liability

17.1 The Contractor indemnifies Compass against any liability for the obligations to pay taxes and contributions to which it is subject as an employer under tax and social insurance legislation, also if the work is contracted out to third parties.

17.2 At Compass' request and during the term of the Contract, the Contractor will provide Compass with a Payment History Report from a registered accountant, showing that all withholding obligations have been met.

17.3 If the Contractor is not required to deduct employee insurance contributions from the staff's wage, the Contractor will provide Compass with a statement from the industrial insurance board which shows this.

18. Termination

18.1 If the Contractor does not execute the Order properly or a term for the execution of the Order is exceeded, or if it cannot in all reasonableness be assumed that the Contractor will execute the Order properly and in time and the Contractor is in default as a result thereof, Compass will, without prejudice to its other rights, be entitled to terminate the Contract wholly or in part by simple notification to the Contractor with no further notice of

default or judicial intervention being required.

18.2 In the event of a provisional or definitive moratorium, a bankruptcy or a petition for bankruptcy, cessation or liquidation of the Contractor's business, attachment of all or part of the Contractor's business property or (in case of a natural person) on his death or in the event of a legal merger of the Contractor, or if a substantial part of the control over the Contractor's business passes to another party, the Contract and any Contracts directly related thereto will terminate by operation of law, unless Compass, within a reasonable period of time after the relevant fact has come to its knowledge, informs the Contractor that it wants to maintain the Contract(s) wholly or in part. Compass is also entitled (without a notice of default being required) to suspend any and all obligations towards the Contractor on the basis of other Contracts or on any other basis.

18.3 All claims that Compass may have or come to have against the Contractor in the case referred to in Article 18.2 will be immediately due and payable in full.

18.4 The facts and events which result or could result in termination, as referred to in Articles 18.1 and 18.2, are also considered to be conditions subsequent for the relevant Contracts in accordance with Article 22 of Book 6 of the Dutch Civil Code.

18.5 If Compass terminates the Contract wholly or in part, Compass will not be required to pay the Contractor any compensation.

18.6 Without prejudice to its right to compensation and other statutory rights, Compass will, in the event of a culpable Default on the part of the Contractor, be entitled to collect an immediately payable penalty of 10% of the contract value per day the Default continues, with a maximum of twice the amount to be paid by Compass under the relevant Contract.

18.7 By reason of a termination or the occurrence of the condition subsequent, Compass is entitled to reclaim from the Contractor all payments made by it as being undue. If restitution of any performance already delivered by the Contractor at the time of the termination is not possible and the performance otherwise conforms to the Order, the Contractor will be entitled to a fee on the basis of the value, to be determined reasonably, the performance has for Compass, to be set off against the amount that Compass can claim from the Contractor relating to the failure and/or the termination. If restitution is possible, Compass will be entitled at its discretion to either keep the performance, on payment of a fee as referred to above, or to return it to the Contractor at his risk and expense, without prejudice to any exercise of the rights referred to in Article 13.3.

18.8 If Compass is the owner of Products which it wants to return in accordance with the provisions of Article 18.4, it will, also after the termination of the Contract under which it acquired those Products, retain the ownership thereof within the limits set in Article 92(2) of Book 3 of the Dutch Civil Code as security for the payment of all amounts it can claim from the Contractor. If Compass is not the owner of the Products, Compass will, by the mere fact of the termination, acquire a right of pledge on the Products as the same security.

19. Intellectual property

19.1 The Contractor grants Compass a non-exclusive licence to any of his intellectual property rights to the Products and/or Services, including but not limited to rights in respect of patents, utility and other models, trademarks and know-how. Under this licence, Compass has the right to use (or allow a third party to use) the Products (including changing, treating, processing and repairing), and Compass will also be authorised to deliver the Products or make them available to third parties, whether or not as a component of other goods. The fee for this licence is included in the price. If the creation and/or implementation of these licensing and other rights require a further juridical or other act under any legal system, the Contractor will inform Compass of this and will always render Compass all necessary cooperation.

19.2 Any intellectual property rights in respect of the results of Services are vested in Compass. If the creation and/or implementation thereof require any further juridical or other act under any relevant legal system, the Contractor will inform Compass of this and will always render Compass all necessary cooperation. The Contractor guarantees that the Products and/or the Services do not infringe the intellectual property rights of Compass or third parties and indemnifies Compass and its customers in respect of any such infringement, including

comparable claims in respect of know-how, unlawful competition and suchlike. If an action by reason of infringement of such rights has been brought or if there is a possibility to do so, the Contractor will, without prejudice to the rights of Compass, including its right to terminate the Contract, at his expense:

- (i) acquire the right to continue the use of the Products (or the relevant part thereof) and the results of the Services by Compass;
- (ii) or replace and/or adjust the Products (or the relevant part thereof) and/or the results of the Services;
- (iii) or take back the Products (or the relevant part thereof) and/or the results of the Services on payment of costs, loss and interest;
- (iv) any change and/or replacement may not result in Compass being restricted in the possibilities for use of the Products or the results of the Services.

19.3 The Contractor undertakes to take, at his expense, all measures that can contribute to the prevention of stagnation at Compass and to a limitation of the additional costs to be incurred and/or loss to be suffered by Compass.

20. Confidentiality

20.1 The Parties are required to treat all data and information directly and/or indirectly obtained from the other party in confidence. The Parties will not provide such data and information to third parties, unless this is necessary for the execution of the Contract and the other party has given written permission to do so. The Parties will not use such data and information for any purposes other than to execute the Contract.

20.2 The Parties will not damage the good name of the other party and/or its client(s).

20.3 If the provisions of the preceding paragraphs are violated, the party violating the preceding articles will incur an immediately payable penalty - not subject to (judicial) mitigation - of € 10,000.00 per violation and € 1,000.00 for each day the violation continues, without prejudice to the other rights available to the other party. The amount of the penalty will be paid immediately at the other party's first request and at no cost.

20.4 The provisions of Article 20 will remain in force up to two (2) years after the end of the Contract.

21. Exercise of the rights of suspension, termination, set-off and avoidance by Compass

22.1. If Compass reasonably believes - based on the circumstances that were and should have been known to it at the time - that it can legally exercise a right of suspension, termination, set-off and/or avoidance, Compass will not be obliged to pay statutory interest should it later be established that it has not exercised said right(s) in a legally valid manner.

22. Obligation to assist upon termination of the Contract

22.1 Once it is known that a Contract ends or is terminated for whatever reason, Compass and the Contractor will jointly assess which assistance the Contractor is required to render in order to ensure a transfer without any disturbance in the continuity of the work and/or supplies. The aim of the Parties is to complete this assessment as soon as possible, but no later than two (2) months before said termination.

22.2 Upon termination of a Contract, the Contractor is also required to render assistance to Compass and/or third parties to be designated by Compass in order to offer Compass the opportunity to carry out, - or have third parties carry out - the assignment (or parts of an assignment) to be carried out by the Contractor under a Contract. The Contractor undertakes to render this assistance for a period of six (6) months after termination of a Contract.

22.3 If a Contract is terminated early for whatever reason, the consultations referred to in the preceding articles will be held immediately after this early termination or dissolution.

22.4 Upon termination of a Contract, the Contractor will provide Compass with such data as may reasonably be required by Compass in order to have another party carry out the work/supplies that are the subject of a Contract so as to ensure the continuity thereof. The Contractor will also provide Compass with all documents, files, books, records and other Items (including data and data carriers) belonging to Compass.

22.5 Upon termination of a Contract on whatever ground or at whatever time, the Contractor will settle this with Compass in consultation. In that case, the Parties will be required to

make every reasonable effort to ensure continuity of performance.

23. Code of Conduct, Anti-Corruption, Sanctions and Conflicts of Interest

23.1 Compass has a Supplier Code of Conduct (the "Compass Supplier CC"). An electronic copy can be downloaded from the following web site: <https://www.compass-group.nl/code-of-conduct/>

23.2 Contractor shall:

- (a) carefully review the Compass Supplier CC;
- (b) ensure that the Compass Supplier CC is disclosed to all relevant Contractor's personnel engaged on the Compass account or who deal with Compass; and
- (c) undertake and agree that, in connection with Contractor performance under this Contract, all relevant Contractor personnel shall act consistently with the applicable principles of the Compass Supplier CC in all material respects.

23.3 As a matter of corporate policy and as strictly prohibited under the Compass Supplier CC, Compass expressly prohibits directly or indirectly making, offering, accepting or authorizing any unlawful payment or anything of value (including any bribe, rebate, payoff, influence payment, kickback or other similar improper circumstances) and/or facilitation payments (otherwise known as "grease" payments) in connection with Compass business operations by any supplier or agent engaged to provide goods or services to Compass.

23.4 Contractor undertakes and agrees that in connection with this Contract and the transactions contemplated by this Contract, it shall maintain accurate books and records and will comply with all applicable laws, rules, regulations, decrees and/or official governmental orders of the United Kingdom, the United States of America and the country of operations relating to prevention of bribery and corruption, fraud, money laundering, terrorist financing, tax evasion or facilitation of tax evasion.

23.5 Contractor agrees, undertakes and confirms that it and each member of its affiliated group, has not made, offered, promised to make, authorized the making of, and will not make, offer, or promise to make, or authorize the making of, any payment or other transfer of any financial or other advantage or anything else of value, including without limitation the provision of any funds, services, expenses, gifts or entertainment, directly or indirectly to any:

- (a) government official;
 - (b) director, officer, employee or agent/representative of an actual or prospective counterparty, supplier or customer of Compass;
 - (c) director, officer, employee or agent of Compass or its co-venturers or any of its or their affiliates;
 - (d) political party, official of a political party, or candidate for public office;
 - (e) agent or intermediary for payment to any of the foregoing; or
 - (f) other person or entity;
- for the purpose of obtaining, rewarding or influencing the award of this Contract or for any improper advantage or improper purpose or where it would be improper for the person to accept such an advantage in connection with the performance of this Contract and the transactions contemplated hereunder or in connection with any other business transactions involving Compass, if and to the extent that to do so is or would be in violation of or inconsistent with the principles or requirements of any anti-bribery or anti-money laundering laws applicable to Compass or to Contractor, or to their respective parent companies, including, but not limited to, the UK Bribery Act 2010, the UK Anti-Terrorism, Crime and Security Act 2001, the U.S. Foreign Corrupt Practices Act and successor legislation, legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or the United Nations Convention Against Corruption, and/or the anti-corruption or anti-money laundering laws of the country of operations.

23.6 Contractor represents and warrants to Compass that neither it, nor any subsidiary or affiliate of its group, is or has, during the past five years, been:

- (a) Sanctioned Person and that none of its or their officers or directors are or have been Sanctioned Persons;
- (b) party to or facilitated any agreement, transaction, dealing or relationship (i) with or for the benefit of, or otherwise made available any funds or economic resources to, any Sanctioned Person,
- (ii) involving any property of a Sanctioned Person or
- (iii) relating to any Sanctioned Territory, in breach of, or in a manner that could expose such person to potential violations or penalties under any applicable Sanctions; (c) in breach of, or subject to any penalties under, any applicable Sanctions; or (d)

subject to any actual or threatened litigation, legal action, claim, demand, suit, arbitration, investigation, inquiry, hearing, order or other proceeding or administrative act related to any applicable Sanctions.

23.7 Contractor shall not, whether directly or indirectly, engage with or deal in any manner with any Sanctioned Persons in relation to this Contract.

23.8 Contractor represents, warrants and covenants that: (a) neither it nor any of its personnel has any direct or indirect interests that conflict, or may conflict, with the services or obligations under this Contract, whether of a personal or professional nature and it will avoid a situation in which such a conflict, as set out in this Article 23.8 (a), may arise; (b) it will notify Compass as soon as possible (and in any event within three (3) business days) of the existence of any potential or actual conflict of interest and cease any further business engagement or activities until further notice; (c) it will cooperate fully in implementing any mitigating actions required by Compass and will provide, on request and without delay, further information to help assess the actual or potential risk impacts; (d) it shall not be and has not in the last five years been a party to, or concerned in, any agreement, arrangement, concerted practice or course of conduct (including the exchange of information) which is void, illegal, unenforceable, or which contravenes any Antitrust Laws (meaning any competition, antitrust, anti-monopoly or anti-cartel laws or regulations in any jurisdiction, including without limitation the United Kingdom, the United States of America, the European Union or member state thereof or the country of operations); (e) it shall not share with or transfer to, whether directly or indirectly, with any competitor of Compass or any other party any commercially or competitively sensitive information regarding Compass or, without limitation, its operations, costs, prices, terms and conditions, strategies or plans, other than with the express written instruction of Compass; (f) it shall maintain and comply with the appropriate policies and procedures (including those included within this Contract) to ensure compliance with applicable laws and Article 23 herein throughout the term of this Contract.

23.9 Contractor agrees promptly and in any event within three (3) business days) to notify Compass in the event that it becomes aware: (a) that it is the subject of any investigation, inquiry or enforcement proceedings by any government agency or any such investigation is threatened or pending; and (b) of any actual or suspected breach or violation of this Article 23.

23.10 Any notification given in accordance with Article 23.9 above, shall be given in as much detail as possible, to the extent permissible under law. Contractor agrees to cooperate fully and in good faith with Compass in relation to any enquiries Compass may require in relation to such notifications.

24. Governing law, competent court

24.1 These GTCP, as well as any Orders and Contracts and any disputes arising therefrom, are governed by Dutch law. It is, however, expressly stipulated that Section 3, Title 5 of Book 6 of the Dutch Civil Code does not apply to contracts as referred to in Article 247(2) of Book 6 of the Dutch Civil Code.

24.2 Third parties do not become a party to any Contract between Compass and the Contractor on the basis of an implicit or explicit third-party clause in these GTCP or the Contract. Article 254(1) of Book 6 of the Dutch Civil Code therefore does not apply.

24.3 The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded in the sense of Article 6 CISG.

24.4 If these GTCP apply to an international relationship with the Contractor, the Contractor will always immediately notify Compass of any provisions of these GTCP which cannot be enforced in the Contractor's country. Provided that this is approved by Compass in advance, Compass will in that case bear the reasonable costs of any external legal investigation required for that purpose. The Contractor will, insofar he fails to comply with the provisions of the first sentence of this article, not rely, at law or otherwise, on the possible non-enforceability of such provisions and will indemnify Compass against any loss which might arise, unless Compass has refused to pay the reasonable costs as referred to above.

24.5 Unless otherwise prescribed as mandatory by applicable national or international rules of law, any dispute between the parties will, in first instance, be exclusively submitted to the competent court in Amsterdam, without prejudice to Compass' right to submit the dispute to a court otherwise competent on the basis of national or international rules of law.

B. Provisions on contracting work

This Section B. contains specific provisions on contracting work to be performed by the Contractor on Compass' instructions. In the event of any conflict, the provisions of this section will prevail over the other provisions of these GTCP.

25. Start of the work

25.1 Without prejudice to the provisions of Article 4, a Contractor who starts performing the work without having received a written assignment from Compass which is not without obligation, will do so at his own risk and expense. Compass will not be liable to pay any compensation and will be entitled to demand that the Contractor restore everything to its original condition.

25.2 The Contractor will (before accepting the Order, or before the start of the work) sufficiently familiarise himself with Compass' objectives as regards the Work and with the Compass organisation relevant in this respect.

25.3 In the event of any errors or alleged errors in or conflicts between parts of the Contract, the Contractor will consult Compass before he starts performing the Contract.

26. Non-notification and non-awarding

26.1 Except where it is established that mandatory notification of intended offers, bids or tenders to price control bodies with which the Contractor is affiliated is not contrary to competition law, the Contractor will not make such notification.

26.2 If the Work is not awarded, any related drawings, files and documents provided by or on behalf of Compass will be returned to Compass immediately after the notice that the Work was not awarded.

27. Schedule of operations; reporting

27.1 If Compass so requires, the Contractor will present it with a schedule of operations stating, among other things, the dates of commencement and completion of the successive parts of the Work and the staffing. This schedule of operations will form part of the Contract after having been approved by Compass.

27.2 The Contractor will report to Compass on a regular basis and as desired by Compass. In these reports, Compass will be kept informed of the current state and progress of the Work and all aspects related thereto.

28. Supervision and monitoring

28.1 The Contractor will be responsible for the day-to-day management and supervision of the execution of the Work. The number of authorised and expert supervisors made available to this end by the Contractor shall correspond with the size and complexity of the Work, the Specification as well as with the other reasonable requirements set by Compass in this respect.

28.2 Compass may require the Contractor to replace any staff members involved in the execution of the Work whenever Compass so deems reasonably necessary for whatever reason.

28.3 Compass is entitled to monitor (or have a third party monitor) compliance with the Contract. The monitoring by Compass will not release the Contractor, wholly or in part, from any responsibility and/or liability.

29. Completion

29.1 Unless the Contract provides otherwise, Completion is deemed to have taken place when Compass has agreed to the executed Work. The agreement of Compass can only be evidenced by a written Completion statement, unless Compass has expressly stated in writing to depart from such for a specific Contract or type of Contracts.

29.2 The Work will remain at the risk of the Contractor until Completion. Until Completion the Contractor will, if the Work is lost or damaged by whatever cause, be obliged to bear the costs of replacement or repair.

29.3 If a general performance or final test has been agreed in the Contract, Completion will have taken place when Compass notifies the Contractor in writing that the requirements have been met.

29.4 Compass is entitled to put the Work into use before it is completed, or to put any completed or uncompleted part thereof into use, or allow a third party to do so. If such use requires more of the Contractor than can reasonably be demanded from him, the consequences thereof will be reasonably arranged between the Parties. The Work or any part thereof will not be considered to have been completed as a result of the use referred to in this paragraph.

30. Maintenance obligations

30.1 The Contractor has a maintenance obligation towards Compass. This maintenance obligation implies that the Contractor is obliged at his risk and expense, during a term of one (1) year from the day of Completion of the Work, to repair any imperfections and make any necessary improvements, repairs or renewals he is notified of, or to perform any additional work necessary as a result of such imperfections, whilst supplementing materials.

30.2 The Contractor will have a maintenance obligation identical to that described in Article 30.1 for such imperfections as could not reasonably be discovered by Compass during the term mentioned in Article 30.1, and which are notified to the Contractor by Compass within a reasonable period of time after their discovery.

31. Materials

31.1 Unless the Contract provides otherwise, all materials necessary will be purchased by the Contractor and transported to the place of destination at his expense. By the mere fact of the supply of the materials to the premises of Compass, the Contractor transfers the ownership of these materials to Compass.

31.2 If, in derogation of the provisions of Article 31.1, the Contract provides that materials will not be purchased by the Contractor but by Compass, the Contractor will be entitled to have such quantities made available to him as are reasonably necessary for the execution of the Work. The Contractor guarantees that the materials made available to him by Compass, which remain the property of Compass, are used as economically as possible. The Contractor will return to Compass any remainders of materials made available by Compass.

31.3 In the event that during or after execution of the Work the quantity or quality of any materials made available by Compass appears to be insufficient for the execution of the Work, this shall be notified to Compass in good time. In the event that the Contractor fails to make such notification, any stagnation in the execution of the Work will be for the account of the Contractor, and such stagnation will not be regarded as a non-attributable failure for the Contractor. In the event that a shortfall in materials is the result of negligent use thereof by the Contractor, his staff or any third parties engaged by him, the costs of supplementation thereof will be payable by the Contractor.

31.4 Any materials to be supplied by the Contractor shall meet the reasonable requirements to be set by Compass and shall conform to the Specification. Any inspection by or on behalf of Compass of materials to be supplied by the Contractor will not release the Contractor from any responsibility and/or liability arising from the use of such materials for the Work.

31.5 Without prejudice to the provisions of Article 31, the materials supplied by the Contractor as well as those made available to him by Compass, regardless of whether the materials are already incorporated in the Work or not, will be for the risk of the Contractor until the Completion of the Work. If they are lost or damaged by whatever cause, the Contractor will be obliged to bear the costs of replacement or repair.

32. Tools and equipment

32.1 Unless the Contract provides otherwise, the Contractor will provide all the tools and equipment necessary for the Work. If the Contract provides that Compass makes tools available to the Contractor, such tools will be applied for by the Contractor to Compass in good time in accordance with the rules to be set by Compass, for the agreed period of time, and will be given on loan by Compass to the Contractor. Save in the event of an earlier termination of the loan, which Compass is free to terminate at all times, the tools will be returned to Compass upon Completion of the Work. The Contractor is deemed to have received the tools made available to him by Compass in good condition, unless the Contractor, on inspection to be carried out immediately, notifies Compass of any Defects in writing. The tools will be returned in accordance with rules to be set by Compass. In the event of early termination of the loan, Compass will not be liable to pay any compensation or extra costs in any form whatsoever.

32.2 All tools and equipment from the Contractor may only be used in accordance with the applicable statutory provisions and in accordance with any additional reasonable requirements to be set by Compass. If such requirements are not met, or in cases of doubt, Compass will be entitled to prohibit the use of such tools and equipment and the Contractor will be obliged to

remove the relevant tool or equipment and to replace it as soon as possible by a tool or equipment that does meet these requirements. Any stagnation in the execution of the Work as a result thereof will be for the account of the Contractor. Any inspection of tools and equipment by Compass will not release the Contractor from any responsibility and/or liability arising from the use thereof.

32.3 Except in case of wilful misconduct or gross negligence on the part of Compass staff, Compass will not be liable for any defects in the tools or equipment made available by it, or for any damage arising from the use thereof by the Contractor.

33. Working conditions and safety

33.1 The Contractor is responsible for the working conditions and safety at work. The Contractor shall comply with all applicable statutory regulations, regulations from the Dutch Labour Inspectorate (Arbeidsinspectie), and the local safety regulations applicable.

33.2 The Contractor will regularly, depending on the project, carry out a safety inspection of the Work. The results of such inspection shall be submitted to Compass in a report.

33.3 The Contractor shall regularly, depending on the project, participate in safety meetings about the Work.

33.4 Personnel of the Contractor, personnel of his subcontractors or third parties otherwise engaged by him who, in the reasonable opinion of Compass, conduct themselves in an unsafe manner will be removed from the Work on demand by Compass. The Contractor will ensure their prompt replacement.

34. Laws and regulations

34.1 If the Contractor is a subcontractor of Compass, he is deemed to be familiar with all statutory and other - including contractual - regulations, conditions and provisions that Compass must comply with and observe under the contract for services concluded by him for the execution of the Work, of which the Work described in the Contract forms part.

34.2 The Contractor, his staff and third parties engaged by him are obliged to comply with and observe all regulations, conditions and provisions, including those referred to above, as far as they relate to the Work to be executed by him.

34.3 The Contractor undertakes to Compass to strictly fulfil his statutory obligation to pay social insurance contributions and wage tax in connection with the Work assigned to him, and furthermore to strictly comply with any applicable provisions of a collective agreement.

35. Vicarious tax liability

35.1 The Contractor shall keep his accounts in such manner that it is possible to determine the actual wage costs (prefab, installation, overhead and any outsourcings to which the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act applies) per project. Compass is at all times entitled to inspect these accounts (or have them inspected).

35.2 The Contractor's invoice will state the actual wage costs as mentioned in Article 35.1. Compass is authorised (in cases to be determined by it) to pay the part of the price pertaining to wage tax and contributions not to the Contractor, but to pay them via a G account or directly to the tax authorities and the industrial insurance board.

35.3 Upon request, the Contractor shall provide Compass with the original of a recent Payment History Report (not older than three (3) months) from the Industrial Insurance Board and the Dutch Tax and Customs Administration, stating that taxes and social insurance contributions with regard to the Contractor's staff and third parties engaged by the Contractor in connection with the Work (or its execution) have been paid.

36. Right to intervene in the Work

36.1 If, in the opinion of Compass, the Work progresses in such a manner that it can be reasonably expected that the term for the realisation of the Work or parts of the Work as determined in the Contract will be exceeded or if the Contractor, in the reasonable opinion of Compass, does not execute or has not executed the Work in accordance with the provisions of the Contract and/or in accordance with high standards, Compass will notify the Contractor of this in writing.

36.2 If, within two (2) weeks of receipt of a notification as referred to in Article 36.1, the Contractor does not take such measures, whilst notifying such to Compass, that in the reasonable opinion of Compass the delay will be undone in the near future or the above provisions and/or requirements will be

met respectively, the Contractor is deemed to be in Default.

36.3 If the Contractor is in Default within the meaning of Article 36.2, Compass will be entitled, without any further notice of default or judicial intervention being required, to intervene in the Work in order to speed up the Work or improve it respectively, either by deploying its own personnel or third parties instructed by it to this end. Compass will notify the Contractor of this intervention immediately. In that case, the Contractor will render Compass and third parties involved by it in the Work all assistance desired by it, including the right to use the Contractor's materials, tools, equipment etc., if desired. The costs of such intervention, which are immediately due and payable, will be for the account of the Contractor. The costs include reasonable compensation for overheads of and supervision by Compass.

Amsterdam, the Netherlands, 1 November 2022

Compass Group Holding Nederland B.V.

37. Termination of the Contract

37.1 In the case referred to in Article 36.2, Compass will also be entitled, at its discretion, to terminate the Contract wholly or in part without any notice of default being required. This termination may also occur after Compass had initially attempted - through an intervention in the Work as referred to in Article 36.3 - to speed up the Work or improve it respectively. The above-mentioned termination by Compass will be effected in writing.

38. Transfer of the Work on termination of the Contract

38.1 In the event that the Contract is terminated for a reason specified in Article 18 or Article 37, Compass will compensate the Contractor for the costs he has incurred until the time of termination on a cost price basis, as far as such costs arise from the reasonable execution of the Work, if the part of the Work executed until then was carried out in such a manner that - proceeding from the part carried out - the Work can be completed in a technically and economically sound manner, whether or not after alteration, in accordance with the provisions of the Contract. If a contract sum has been stipulated in the Contract, the costs so determined will not exceed a part of the contract sum calculated on a proportional basis. When determining the compensation, any reasonable costs of alteration as referred to above will be deducted from it. Compass is entitled to provisionally deduct the above costs of alteration according to an estimated amount, in order to be set off later against the actual costs of alteration.

38.2 In the case referred to in Article 38.1, Compass will have the right to complete the Work or have it completed by third parties on its instructions. In that case, the Contractor will render Compass and the third parties involved by it in the Work all assistance desired by it, including the right to use the Contractor's materials, tools, equipment etc., if desired. Insofar as the costs arising from such assistance are not included in the compensation referred to in Article 38.1, the cost price will be reimbursed to the Contractor. Insofar as the payments already made by Compass to the Contractor under the Contract exceed the compensation described in this Article, the surplus will become immediately due and payable on termination of the Contract and will be refunded by the Contractor to Compass.

39. Refusal of the Work on termination of the Contract

39.1 In the event that the Contract is terminated for one of the reasons specified in Article 18 or Article 37, Compass may refuse the Work and may order the Contractor to remove the Work as soon as possible at the Contractor's expense if the part of the Work executed until then was carried out in such a manner that - proceeding from the part carried out - the Work cannot reasonably be expected to be completed in a technically and economically sound manner, whether or not after alteration, in accordance with the provisions of the Contract.

39.2 In the event of a refusal as referred to in Article 39.1, Compass will not be obliged to pay any compensation, and the payments already made by Compass to the Contractor under the Contract will become immediately due and payable and will be refunded by the Contractor to Compass.

40. Payment

40.1 Unless otherwise agreed and without prejudice to the other provisions of Article 6, the contract sum will be invoiced as follows:

- (i) 5% upon conclusion of the Contract;
- (ii) 20% at the start of the Work;
- (iii) 75% upon Completion of the Work.