

## Conditions for Work Activities at Aluminium & Chemie Rotterdam B.V.

### Article 1 - Applicability

- 1.1 These conditions are applicable to all (requests, offers and acceptances in the case of) agreements in which Aluminium & Chemie Rotterdam B.V. (hereafter: "**Aluchemie**") has work performed or has work contracted for by a third party (hereafter: "**Supplier**").

### Article 2 – Personnel, Tools and Equipment

- 2.1. In the event Aluchemie is of the opinion that personnel deployed is insufficiently qualified or does not perform to standards set by Aluchemie, Aluchemie is authorized to order removal of this personnel and the Supplier is obliged to replace said personnel forthwith with personnel that is sufficiently qualified.
- 2.2. Aluchemie is authorized to request identification from Supplier by means of a valid I.D., a copy of the most recent pay slip (with amounts paid omitted if so desired) and report social security number and the present address of personnel that has been assigned to execute the agreement by Supplier.
- 2.3. Supplier is obliged to instruct personnel designated to execute the agreement in an effective way with regard to current regulations, especially those concerning safety and quality, before work is commenced.
- 2.4. Supplier will not assign any personnel who have been fired by Aluchemie or by other Suppliers on the building site, unless allowed by Aluchemie.
- 2.5. Supplier will not assign personnel who are in the employ of Aluchemie or other Suppliers on the building site.
- 2.6. In view of safety, the personnel assigned by the Supplier or by a third party must master the Dutch language verbally sufficiently to be able to communicate effectively with Aluchemie. The supervisors of personnel assigned by Supplier or by a third party must master the Dutch language verbally and in writing to such a degree to be able to effectively communicate with Aluchemie.
- 2.7. Supplier will be on call 24 hours a day during execution of duties and will provide the necessary contact information.

### Article 3 – Aluchemie Grounds and Buildings

- 3.1. Aluchemie, if desired, offers the Supplier the opportunity to inspect the work area before the execution of agreement commences. In the event Supplier refrains from inspecting the work area, or makes mistakes at the inspection, the Supplier will have no claims with reference hereof on Aluchemie, unabated other limited liabilities for Aluchemie.
- 3.2. All materials which can be removed from the work area during execution (such as gravel, sand, wood, scrap materials, etc.) are property of Aluchemie. For reuse by Supplier specific arrangements must be made with Aluchemie.
- 3.3. Constructions to be torn down, which are possibly made of reusable materials, must be carefully dismantled by Supplier.
- 3.4. To keep out unauthorized persons, supplier must put up (warning) signs, gates, etc. insofar as necessary.
- 3.5. Supplier must allow personnel authorized by Aluchemie to be on the building site.
- 3.6. If so desired Aluchemie, when appropriate, will introduce various Suppliers who will be working simultaneously to one another. Suppliers are responsible for further contact amongst themselves. Aluchemie has no other responsibilities concerning the various Suppliers, should they come into conflict with one another on the building site.
- 3.7. Supplier must perform work activities during normal Aluchemie working hours. If overwork is necessary to complete the activities on time, this must be agreed upon between Aluchemie and the Supplier. Overwork will be of no expense to Aluchemie.
- 3.8. During execution of the agreement the building site is to be kept safe, clean and orderly.
- 3.9. Upon completion of the work activities the Supplier will collect all tools, waste and extra materials separately and remove them from the building site as such and must leave the building site clean, safe and professionally finished; to the satisfaction of Aluchemie.
- 3.10. During the execution of the work activities the Supplier must take the environment into consideration and thereby use as few products and materials possible which can harm the environment; in addition any such materials which are present at the building site must be processed and removed in a safe manner.
- 3.11. Supplier ensures that its presence and the presence of its personnel on the Aluchemie building site and in the Aluchemie buildings do not form a hindrance to Aluchemie and third parties.

### Article 4 – Payment

- 4.1. Aluchemie is at all times authorized to appoint an officially recognized accountant to verify the material accuracy of invoices sent by Supplier. Supplier will allow said accountant to inspect entries and documents and any further information desired by the accountant. The verification is be confidential and is not to exceed what is necessary to verify invoices. The accountant reports to Aluchemie and the Supplier. In the event the verification has been requested by Aluchemie, Aluchemie is authorized to postpone payment as long as the accountant has not made his report; such a postponement does not give Supplier right of postponement. The Supplier does have the right to request assurance concerning the amount of the invoice.
- 4.2. Aluchemie will bear the costs of the invoice verification by the accountant, unless the results of the verification prove that the invoice was not (completely) correct; then the Supplier will bear the costs. In the event the accountant's verification proves that the invoice was without a doubt completely correct and no reasonable doubt could have existed, Supplier is authorized to charge Aluchemie statutory interest from the original, agreed upon term of payment.

### Article 5 – Obligations of Supplier

- 5.1 Any Aluchemie company rules and regulations, specifically with regard to quality, safety and environment must be followed. A copy of these rules and regulations is available upon request and free of charge to Supplier.
- 5.2 Supplier is, at his own expense, responsible for the protection and safeguarding of materials used by him. Aluchemie is not liable for any damage which is caused by theft, burglary and accidents.
- 5.3 Persons authorized by Supplier are available on the workplace during working hours; their absence, replacement and availability will be arranged and agreed upon with Aluchemie.
- 5.4 Supplier is to fulfil all his obligations toward personnel deployed by him.
- 5.5 Supplier will execute the agreement according to the latest technical standards.
- 5.6 Waste and packing material is to be removed by Supplier after fulfillment of obligations.
- 5.7 In the event the Supplier as per the agreement is expected to use or retain materials and/or equipment supplied by Aluchemie, the Supplier is liable for all loss of and/or damage to said materials and/or equipment from the time it is kept under the authority of Supplier until it is under the authority of Aluchemie or a third party designated by Aluchemie.

### Article 6 – Temporary Provisions

- 6.1. Temporary buildings, including offices, workplaces, storage spaces, accommodations, canteen facilities, First Aid provisions, locker rooms, shower facilities and toilets are to be placed in areas designated by Aluchemie after approval from Aluchemie.
- 6.2. The construction and maintenance of temporary buildings and roads (including constructions necessary to access various locations on the building site) are the responsibility of the Supplier unless otherwise agreed upon.
- 6.3. Existing sewage systems may not be used by Supplier, for any drainage whatsoever.
- 6.4. Supplier will provide electricity, water for building purposes, drinking water, compressed air and lighting.
- 6.5. Supplier will provide all necessary means of telecommunication.
- 6.6. Building and assembly activities close to underground pipelines and cables or close to buildings, constructions, installations, train tracks, public roads etc. are to be executed with the greatest caution by Supplier. Supplier is to inform Aluchemie immediately if any damage is done by Supplier to such objects.