

Clause 1: General

In these general purchasing terms and conditions the following terms have the following meaning:

Transdev: Transdev Nederland Holding NV, having its registered office in Utrecht, and/or its subsidiary/subsidiaries.

Contracting Party: every natural person or legal person to whom Transdev has made an invitation to make an offer or who has entered into an agreement with Transdev or has received an offer from Transdev to do so or has presented Transdev with such an offer.

Parties: Transdev and the Contracting Party.

Terms: these general terms and conditions of Transdev.

If an (international) trade term is used in a contract, it will be interpreted in accordance with the relevant definition of the most recent version of the Incoterms of the International Chamber of Commerce (I.C.C.).

Clause 2: Scope

1. These Terms apply to all requests for offers, quotes, orders and contracts and the performance thereof.
2. Applicability of the general terms of the Contract Party is explicitly excluded.
3. The Contracting Party who has previously made contracts with Transdev, is deemed to have tacitly agreed to the applicability of the Terms to later contracts with Transdev.
4. If in the Terms mention is made of the written recording of agreements and notices, this also includes the use of electronic contracts and correspondence of competent persons of Transdev or the Contracting Party.

Clause 3: Offers and quotes

1. All offers and quotes received by Transdev irrevocably apply during a period of 60 (sixty) days. Costs of the Contracting Party connected with the preparation, drafting or fleshing out of the offer can never be charged.
2. In the event of mistakes and/or ambiguities in documents furnished by Transdev, the Contracting Party is bound to immediately inform Transdev.
3. Specifications of details by Transdev do not release the Contracting Party from its responsibility to satisfy the functional requirements of the delivery.
4. An assignment will be granted if a Transdev employee has placed such in writing by means of the Transdev purchase order system or by means of a written order, signed by a competent Transdev employee. A purchase order is given a purchase order number. This purchase order number must be stated on all correspondence, including the invoice.
5. If the Contracting Party effects performance or makes preparations to do so before having received the written confirmation, he does so at his own expense and risk.
6. If a purchase order deviates from an irrevocable offer the Contracting Party's written acceptance is necessary. If the Contracting Party does not respond at all, the contract will have been validly made after 10 working days.
7. Transdev is not bound to grant the assignment to another offeror.

Clause 4: The contract: start/duration/suspension/end

1. A contract, including additions/changes to an already existing contract with Transdev, will only be made when it has been explicitly accepted in writing by Transdev.
2. A contract which is entered into for an open-ended period of time can only be terminated subject to a reasonable notice period. In the event of termination a reasonable notice term is at least 3 months for Transdev and at least 6 months for the Contracting Party. Termination must be effected by means of registered mail.
3. In the event of – inter alia but not limited to – moratorium on payment, bankruptcy, appointment of a guardian, shut-down or liquidation of the Contracting Party, the Contracting Party is subject to negative publicity, as well as if the Contracting Party does not perform the contract in time or does not perform it properly or Transdev has good grounds for fearing that the Contracting Party will not perform its obligation, the Contracting Party does not comply with the general terms, the Dutch Debt Rescheduling (Natural Persons) Act (WSNP) is declared to apply to the Contracting Party, the Contracting Party offers a (private) agreement to its creditors and/or a substantial part of the possessions or the assets of the Contracting Party are attached, the Contracting Party will be deemed to be legally in default and Transdev is entitled at its election without any obligation to pay compensation and without prejudice to the other rights it is entitled to, without the need for a notice of default or judicial intervention, to immediately terminate the contract in whole or in part or to suspend further performance of the contract. Transdev is in such case entitled to demand immediate payment of what it is entitled to.
4. In the event of termination of the contract the Contracting Party is obliged to immediately repay instalments already paid for future performance and to compensate all direct loss.
5. If Transdev has made a contract in whole or in part to support the implementation of a transport concession, in the event of a change in that transport concession,

which includes acquisition, expansion, reduction or full termination thereof resulting in direct consequences for a specific Transdev establishment, Transdev will have the option, as of the time of arising of that change, to unilaterally modify or reduce the contract with regard to that specific Transdev establishment or to terminate it in its entirety; the other conditions will not change. In such case Transdev will notify the Contracting Party thereof by means of a written notice.

Clause 5: Execution

1. The Contracting Party must execute the work to be carried out and deliver the goods in the framework of the contract itself unless Transdev has explicitly agreed in writing to any form of outsourcing. In the execution of work by the Contracting Party for Transdev, the Contracting Party is liable for the acts or omissions of employees, agents and (other) third parties engaged by it in the same manner as it is liable for its own acts or omissions. The Contracting Party indemnifies Transdev against claims of these engaged persons.
2. The Contracting Party is prohibited from assigning, pledging or transferring under any title whatsoever to a third party or third parties, rights from the contract made with Transdev.
3. The Contracting Party guarantees the work and deliveries on the conditions established in the contract and at the agreed time and place, whereby in the event of failure to comply the Contracting Party will be legally in default. The Contracting Party will see to it that all details which Transdev reasonably needs come into Transdev's possession in the desired form. The delivery will be effected in a manner stipulated by Transdev.
4. The Contracting Party is prohibited from making changes to the contract (as set out in the offer or quote), unless the contrary is explicitly agreed in writing between Transdev and the Contracting Party. Transdev is, on the other hand, entitled to make changes to the scope and/or capacity of the goods to be delivered and to make adjustments to drawings, specifications and the like. If in the opinion of the Contracting Party such change has consequences for the agreed price, delivery time and/or quality, it will, before implementing the changes, notify Transdev thereof at latest within eight days. If in Transdev's opinion these consequences are unreasonable with regard to the nature and scope of the change, Transdev has the right to (extra-judicially) terminate the contract, without owing compensation to the Contracting Party in this respect.
5. If the work to be carried out in the framework of the contract is recorded in specifications, a schedule of requirements and/or an assignment confirmation the Contracting Party has a duty to alert Transdev in respect of all contradictions, inaccuracies and mistakes in the specifications, schedule of requirements and/or assignment confirmation which the Contract Party notes (due to its expertise). The Contracting Party is furthermore subject to a duty to alert Transdev in respect of all contradictions, inaccuracies and mistakes in the instructions and approvals which Transdev gave the Contracting Party which the Contracting Party should have noted.
6. The Contracting Party is bound to indicate in writing in time what relevant information and/or details it requires of Transdev with regard to the performance of the contract. In the event the Contracting Party does not comply with the provisions above in this paragraph, it is not entitled to any appeal and/or defence which finds its basis in the breach of Transdev's duty to furnish information.
7. If there is contracting of construction work, before a start is made with the work to be carried out in the framework of the contract, the Contracting Party must familiarise itself with all relevant facts and circumstances on the relevant site and/or in the buildings where the work is executed, including the laying of the cables and pipes. The Contracting Party must take all measures, including the moving of the cables and pipes, which are necessary to have the work carried out undisrupted. The Contracting Party will see to the timely required notification to central agencies, such as the Land Registry's Cable and Pipe Information Centre.
8. The contract will be performed in consultation between Transdev and the Contracting Party. Transdev reserves the right to alter and/or adjust the quality requirements, method of execution of whatever nature and scope and duration to the requirements set by its principals. The provisions under Clause 5.4, second sentence et seq. apply mutatis mutandis.
9. The Contracting Party is obliged to keep the goods owed by Transdev, such as, but not limited to, the materials which Transdev has made available to the Contracting Party in the framework of the performance of the contract, in its possession with the necessary care and to use these goods as a good custodian and to insure them adequately. These goods remain Transdev's property. Transdev can at all times demand the return of its property. The Contracting Party is obliged to see to full transfer upon first request.
10. On Transdev's first request the Contracting Party will present a Good Conduct Statement recently issued by the municipality for the personnel deployed by the Contracting Party at Transdev's premises.
11. This contract and an assignment from Transdev to the Contracting Party to provide services or execute work, cannot in any way result in an employment relationship between Transdev and (the employee of) the Contracting Party.

12. In the framework of this contract the Contracting Party is fully liable for its own work, that of its employees and that of third parties engaged by it. Transdev is not bound to make any contribution to (income) taxes, (social security) premiums or other work-related obligations which normally are at the employer's expense and risk.

The Contracting Party will perform its statutory obligations to withhold and pass on (income) tax and social security premiums. The Contracting Party acknowledges that Transdev does not accept any responsibility whatsoever for health, liability and pension rights relating to the Contracting Party, its employees and third parties engaged by it. The Contracting Party indemnifies Transdev against all possible claims of the Tax Authority and/or the benefits agency, including any interest and administrative fines owing, with regard to the obligations set out in this clause.

13. Both Transdev and the Contracting Party must act in accordance with the statutory obligations to which the Parties are subject, including but not limited to safety, health and the environment.

The Parties must strive for permanent improvement of the environmental performance. Transdev expects of the Contracting Party a relationship based on structural monitoring of emissions, waste flows, raw materials used, energy and other environmental aspects, in order to comply with its own environmental goals in combination with information provision to the various stakeholders. Transdev has laid down its responsibility to society in a number of ambitions. These ambitions relate to travellers, principals, suppliers and employees, but there are also ambitions relating to safety, health and the environment.

In addition to these ambitions Transdev wants to fulfil its social responsibility in a broader sense. See for more information: www.Transdev.nl.

The Contracting Party is expected to contribute to help conceive the corporate social responsibility that Transdev has in mind, which focuses on continual improvement. The Contracting Party will demonstrably comply with the legislation and execute the activities safely and with the least possible health and environmental effects. The Contracting Party will directly report incidents contrary hereto to Transdev.

14. Any sanctions imposed by the government, both in an administrative and criminal law sense, which ensue from the non-compliance with any statutory provision by the personnel of the Contracting Party or by the Contracting Party itself, are always at the expense of the Contracting Party.

Clause 5A: Execution of transport services

If the Contracting Party makes a contract to execute an assignment of transport services with Transdev, such contract(s) are also subject to specific standard conditions (model contract) of Transdev.

Clause 5B: Execution of purchase, maintenance & repair and/or car fleet damage repair

If the Contracting Party makes a purchase and/or maintenance & repair and/or damage repair contract relating to the car fleet with Transdev, such contract(s) will also be subject to specific standard terms (model contract) of Transdev.

Clause 5C: Execution by independent contractor

If the Contracting Party is an independent contractor who is hired by Transdev, the Contracting Party can only work for Transdev if the Contracting Party and Transdev have signed a model contract, which has been approved both by Transdev and the Tax Authority.

Clause 5D: Execution by seconded staff

1. If the Contracting Party seconded staff who are to work at Transdev, the Contracting Party indemnifies Transdev against all claims of the benefits agency or the Tax Authority which are connected with taxes and social security premiums in the broadest sense which are owed by the execution of the work carried out in the framework of the contract, both in the framework of the Dutch Sequential Liability Act (*Wet Ketenaansprakelijkheid*) and in the framework of liability on the part of the party where the seconded staff will work.

2. If and insofar as Transdev requests such, the Contracting Party is obliged to present a statement of payment conduct.

3. Transdev will at its own election either retain a part of the fee owed to the Contracting Party in connection with the tax and premiums set out in sub-clause 1 and deposit this tax and social security premiums on a blocked (escrow) account of the Contracting Party, if it has such an account, or directly pay the relevant amounts to the benefits agency or the Tax Authority. Transdev will be discharged from liability by such payment in relation to the Contracting Party, insofar as these amounts are concerned.

Clause 5E: Execution of IT-related purchases

EXECUTION

1. The Contracting Party is obliged to take technical measures to protect and secure the software, such as against viruses.

2. If Transdev pays a fee for the development or acquisition of equipment, software and other materials and/or products to be used by the Contracting Party for the execution of the work, such equipment, software, other materials and/or products to be used will become Transdev's property.

BASIC SOFTWARE

1. The source codes of the basic software which the Contracting Party delivers to Transdev will become the joint property of Transdev.

2. The intellectual property rights of the basic software will remain with the Contracting Party, unless this software has also been developed by Transdev or co-developed by a third party at its expense. Insofar as necessary the Contracting Party

is bound to transfer these intellectual property rights to Transdev on Transdev's first request.

CUSTOMISED SOFTWARE

1. The Contracting Party is obliged to transfer the source codes relating to the customised software to Transdev and co-title to the intellectual property rights in the customised software to Transdev. The Contracting Party is obliged to transfer the intellectual property rights in this software to Transdev by deed, on Transdev's first request. If such applies, Transdev will at all times remain entitled to continue using the source codes, as it sees fit.

2. More in general, Transdev is entitled at its own discretion to continue making use (e.g. on behalf of third parties) of this customised software as well as of the ideas relating to methods and techniques developed therein and thereby.

3. Modifications of the basic software which the Contracting Party delivers to Transdev are deemed to be customised software.

(INSTALLATION) EQUIPMENT

1. The Contracting Party is obliged to install the equipment or have it installed.

2. If explicitly agreed in writing, Transdev will make a suitable Installation Place available. The Contracting Party will explicitly indicate which necessary facilities, such as cables and telecommunication facilities are required in this respect. If Transdev deems such desirable, the Contracting Party will assist Transdev in making the installation place ready. This assistance can entail, inter alia, the making of contracts with third parties.

MAINTENANCE EQUIPMENT AND/OR SOFTWARE

1. If Transdev requests such, the Contracting Party is obliged to maintain the equipment and/or the software, toward which end the Parties will enter into a maintenance contract which contains the usual provisions.

2. The Contracting Party states with regard to Transdev to be able to execute this maintenance and toward this end to have sufficient qualified personnel available.

ESCROW

1. If (co-)title to the source codes of the software delivered to Transdev by the Contracting Party is not transferred to Transdev, the Contracting Party is obliged to put these source codes together with explanatory technical documentation of the software delivered to Transdev in escrow with a reputable, specialised third party (escrow agent).

2. In this respect an escrow agreement will be made between the Parties and such third party, which agreement contains the usual provisions.

3. The Contracting Party is obliged to fully cooperate in this respect.

Clause 6: Delivery (term), transfer of title and transport

1. The agreed times are firm deadlines. If a deadline is exceeded, the Contracting Party will be in default by operation of law and without further notice of default. In the event of default Transdev reserves all rights which it has on the basis of the contract and the law. The Contracting Party must immediately notify Transdev of an impending late delivery.

2. The risk and the costs of transport (including any export papers), storage, packaging, loss or destruction of or damage to the goods (delivery DDP) remains with the Contracting Party until the goods have been de facto delivered to Transdev and installed at the address designated by Transdev and Transdev has signed for acceptance thereof. The signing of work notes and/or confirmations of receipt do not encompass acceptance by Transdev. Transdev has the right to use the delivery before the acceptance thereof.

3. The goods will become the property of Transdev at the time that they have been physically delivered to Transdev by or on behalf of the Contracting Party and signed on behalf of Transdev as accepted by a competent employee. Transdev will never accept a retention of title or other limitation of the ownership of the goods.

4. Part deliveries are only permitted after the explicit written consent of Transdev.

Clause 7: Price and price adjustment

1. All agreed prices are in euro's, are fixed and binding and exclusive of the VAT owed thereover but inclusive of charges.

2. If during the time period between the date of the offer or quote and that of delivery, the cost prices undergo an increase or, in the event of instalments, the cost prices undergo an increase in between instalments, the Contracting Party is not entitled to increase the price to be charged to Transdev accordingly.

3. If the work is executed on the basis of time plus expenses, the additional conditions regarding the price of this work will be laid down in the assignment confirmation.

Clause 8: Payments and security

1. Unless explicitly otherwise agreed between the Parties in writing, all payments by Transdev to the Contracting Party will be made 60 (sixty) days after the invoice date. In the event of late payment the Contracting Party must give Transdev notice of default and Transdev will be given a reasonable term to perform its payment obligation.

2. The Contracting Party is obliged to send Transdev a proper invoice itemised in accordance with Transdev's instructions, which complies with the Turnover Tax Act 1968, on which the Transdev purchase order number is set out. Transdev is entitled to have the Contracting Party send Transdev digital invoices at an address specified by Transdev.

3. The failure to itemise the invoices or to properly and/or sufficiently itemise the invoices, to be determined by Transdev, may lead to non-payment or in any event delay in payment. This delay is fully at the expense and risk of the Contracting Party.

4. Transdev is entitled to set off payments, interest, costs and claims which the Contracting Party and/or its subsidiaries owe Transdev and/or its subsidiaries, against debts to the Contracting Party and/or to its subsidiaries. The Contracting Party is not entitled to set off of claims.
5. Claims of the Contracting Party are time-barred after one year.

Clause 9: Additional and less work

1. There will only be additional work if Transdev has explicitly agreed to such in performance of the contract to carry out inspections, tests and investigations.
2. Work which reasonably should have been carried out in the framework of the contract and which is necessary or desirable to be able to complete the work – in accordance with the nature and the intention of the (performance of the) contract and in accordance with the requirements to be set for such work – is not deemed additional work.
3. The additional work is subject to the provisions of the agreed (framework) agreement, thus including the agreed price/pricing.

Clause 10: Equipment

1. In the execution of the work the Contracting Party must itself provide the necessary equipment. The Contracting Party will see to it that the equipment is of good quality and complies with the statutory requirements.

Clause 11: Inspection, checks and tests

1. Transdev, its principals and/or third parties engaged are at all times entitled during the performance of the contract to carry out inspections, tests and investigations. The Contracting Party is obliged to cooperate in this respect and to follow instructions in connection with these inspections, tests and investigations.
2. If an inspection cannot be executed or completed due to actions of the Contracting Party, the costs of this inspection are at the expense of the Contracting Party.

Clause 12: Guarantee

1. The Contracting Party guarantees to Transdev that the work carried out and the products provided by it comply and correspond with what has been agreed between the Parties. The delivered goods must correspond with the contract as referred to in Section.7:17 Dutch Civil Code. The Contracting Party will give a full guarantee for the work / products delivered for a minimum of 12 months.
2. The Contracting Party guarantees to Transdev that the materials used by it for the work and the goods to be delivered are of good quality, comply with the relevant statutory requirements and at least comply with the usual requirements of quality, safety, soundness, effectiveness, representativeness and professionalism.
3. The Contracting Party guarantees to Transdev that the Contracting Party and its personnel during the term of the contract possess sufficient skill and professionalism and possess sufficient topical knowledge of the technology in order to perform the contract to a high standard.
4. The Contracting Party guarantees to Transdev that the work will be executed in accordance with all relevant statutory provisions, the decisions ensuing therefrom and other regulations or requirements relating to, inter alia, but not limited to, other working conditions, quality, safety, the environment and health.
5. The Contracting Party guarantees to Transdev that the Contracting Party and its personnel will comply with the regulations which are set and will be set by Transdev or its principals during the course of the contract.

Clause 13: Fines

1. The Contracting Party accepts as its own all fines which are imposed on Transdev by its principals in the framework of a default or wrongful act connected with the contract(s) made between Transdev and Transdev's principals, insofar as the work ensuing from that contract has been outsourced by Transdev to the Contracting Party.
2. If the Contracting Party does not perform one or more obligations under the heading of the contract or these Terms and Conditions or does not perform such in time or does not perform such properly, it will forfeit in favour of Transdev an immediately due fine which is not open to mitigation of € 1,000 (in words: one thousand euro's) for each breach or for each day that the breach continues, without prejudice to Transdev's right to full compensation and without prejudice to the other rights to which Transdev is entitled under the law and this contract.
3. If the Contracting Party does not perform one or more obligations relating to confidentiality as laid down in Clause 16, it will forfeit with regard to Transdev an immediately due penalty of € 50,000 (in words: fifty thousand euro's), without prejudice to Transdev's right to demand compensation for the additional loss from the Contracting Party.

Clause 14: Liability, indemnification

1. The Contracting Party is at all times liable for a shortcoming in the performance of the contract. The Contracting Party unconditionally indemnifies Transdev against all liability for loss/damage with regard to third parties under the heading of the contract, regardless of the nature, cause and size of the loss/damage and regardless of the persons or goods who/which suffered loss/damage.
2. The Contracting Party is liable to Transdev for all direct loss and costs which are caused by or which are directly connected with a shortcoming of the Contracting Party including in any event but not limited to loss as a result of extrajudicial costs, purchases to cover a shortfall and loss of profit.
3. Force majeure on the part of the Contracting Party will only be understood to be defined in accordance with the commonly accepted definition of force majeure under Dutch law. In no case can a claim of force majeure be made in the event the

shortcoming is a result of a third party engaged by the Contracting Party on behalf of the contract, including but not limited to suppliers or transporters, and in the case of strike of own personnel, or machine or production malfunction.

4. The Contracting Party can only claim force majeure if as soon as possible after the arising of the force majeure, but at latest within five (5) working days after the arising of the force majeure, he notifies Transdev in writing of such a claim, with submission of satisfactory evidence.
5. The Contracting Party is liable for loss caused by its personnel or engaged third parties, unless such personnel or third party is directly under the management and supervision of Transdev in accordance with a contract concluded for this purpose.
6. Transdev is liable for a demonstrable shortcoming if after proper notice of default it continues to fail in the performance of the obligation to which it is subject. The compensation in the event of liability is limited to the amount paid out by its liability insurance.
7. If Transdev grants the assignment to several (legal) persons, then these (legal) persons are each severally liable in full for the correct performance of the contract and for all claims which Transdev has on the Contracting Party.
8. The Contracting Party is bound to take out satisfactory liability insurance in respect of the work to be carried out or the goods to be delivered and to keep this insurance and pay the premium on time. The Contracting Party is bound on Transdev's first request to present a recent insurance certificate and/or proof of payment of the premium.

Clause 15: Intellectual property rights

1. With regard to the (performance of the) contract Transdev retains all intellectual property rights in contracts, advice, calculations, models, examples, brochures, logos, goods which are made available to the Contracting Party to perform the contract, computer programs and the like as well as anything derived therefrom. The Contracting Party's right of use is limited to performance of the contract.
2. All goods produced by the Contracting Party in the framework of the performance of the contract as mentioned in sub-clause 1 above, will become the property of Transdev and must be sent to Transdev upon Transdev's first request. Unless explicitly otherwise agreed in writing, all rights to goods and work methods which the Contracting Party has developed in cooperation with or on instruction of Transdev belong exclusively to Transdev.
3. The Contracting Party is explicitly prohibited from reproducing or publishing these documents and/or goods, making them available to third parties or granting the use thereof in some other way, unless with the explicit written consent of Transdev.
4. The Contracting Party guarantees to Transdev that it is entitled to transfer the delivered goods and that the use of these goods will not entail infringement of intellectual rights of third parties. The Contracting Party indemnifies Transdev against all claims of third parties based on infringement of intellectual property rights ensuing from the details made available by the Contracting Party which are brought against Transdev.
5. Data relating to the functioning of vehicles and the environment of the vehicles is essential for Transdev to increase the predictability of its operating performance and to reduce the variation in the performance and the Contracting Party will make such data available to Transdev.

The Parties will jointly realise the determining of the data requirements and the continued development thereof into information for each of the Parties. In principle Transdev is entitled to the use of all data which is generated by the vehicle insofar as this data is not protected by (European) regulations and is thus available for the Contracting Party, without requiring an extra fee or approval. The Contracting Party will hand over this data to Transdev in full unless this data contains information which is extraordinarily sensitive from a competition perspective for the Contracting Party. In such case further consultation between Transdev and the Contracting Party will follow to agree on the way in which Transdev will protect this information and to determine the method of transferring this data to Transdev. If a third party undertaking has to be engaged for gathering the data and it requests a fee therefore, this fee will be paid by Transdev. This data will – in unprocessed form – be delivered in a format which can be digitally processed (e.g. xml, csv) with the necessary explanatory tables. If the data is delivered via a central database this will take place via an API which is offered with a maximum delay of 2 seconds (after data has been made available to the Contracting Party itself). The data will be fully anonymous, including according to the interpretation of Regulation (EU) 2016/679, the Dutch Data Protection Act and the publications of the Article 29 Working Party (WP29). If and as soon as this is not (or not longer) the case and there might be the possibility of (in)directly tracing the data back to an individual, the Parties will immediately make relevant, additional agreements, including if applicable, a processing agreement.

Clause 16: Confidentiality

1. The Contracting Party is subject to a full duty of confidentiality with regard to Transdev with regard to third parties relating to specifications, drawings, models and/or other business information and knowhow, which have been furnished to the Contracting Party in connection with the (performance of the) contract.
2. The Contracting Party is furthermore subject to a duty of confidentiality with regard to all other information that comes to its attention in the framework of the performance of this contract, and which information is not common knowledge, such as a contract having been made between Transdev and the customer, the contents of the contract itself, rates and prices and the like. On Transdev's first request the Contracting Party will return the information received.
3. The Contracting Party will remain subject to the obligations ensuing for the Contracting Party from this clause 3 years after termination of the contract.

4. If the Contracting Party fails to perform one or more obligations as laid down in this clause it will forfeit to Transdev an immediately due fine as set out in Clause 13.3.

Clause 17: Permits

1. The Contracting Party is bound to ensure that all permits and dispensations required for the work to be carried out by it have been granted.
2. The Contracting Party indemnifies Transdev against claims of third parties ensuing from the lack of these permits and/or dispensations.
3. The permits must be presented by the Contracting Party at any time desired by Transdev or a third party designated by it.

Clause 18: Applicable law and choice of forum

1. These Terms and Conditions and all contracts which are subject to these Terms and Conditions are governed by Dutch law. The Vienna Sales Convention relating to the sale of goods does not apply.
2. All disputes in connection with the contract made between the Parties will exclusively be adjudicated by Utrecht District Court (the Netherlands).
3. In the event of a difference of opinion between Transdev and the Contracting Party regarding the contents and/or performance of the contract, the details of the Transdev administration are decisive.
4. If one or more provisions of the contract or the Terms and Conditions are not binding, the other provisions will remain in effect between the Parties. The Parties are bound to replace the non-binding provisions in accordance with the goal and the purport of this contract or the provision.
5. No right of Transdev under the contract or the law will be affected by the lack of invoking of that right or of an objection to a shortcoming in the performance of an obligation by the Contracting Party.
6. All costs, both extra-judicially and judicially, including the costs actually made for legal assistance, which for Transdev are connected to the enforcement of its rights with regard to the Contracting Party, are at the Contracting Party's expense.

Clause 19: Cooperation of Transdev concern

1. The Contracting Party agrees in advance that subsidiaries of Transdev can make use of the contract applicable between the Parties so that for them the same conditions apply as those agreed in the contract made between Transdev and the Contracting Party.
2. If during the term of the contract subsidiaries of Transdev turn out to have more favourable conditions with the Contracting Party than those agreed in the contract, such more favourable conditions will apply to Transdev as of the time of the arising of those conditions.
3. If during the term of the contract subsidiaries of Transdev turn out to have more favourable conditions with another supplier than those stipulated in this contract and the Contracting Party does not wish to offer these conditions, Transdev has the right to (prematurely) terminate this contract subject to a reasonable notice period, but never longer than a period of four weeks.
4. If during the term of the contract the volumes and/or the conditions change significantly as a result of the contract as referred to under sub-clause 1, Transdev has the right to negotiate the conditions of this contract again. If the Parties do not reach agreement, Transdev has the right to terminate the contract subject to a reasonable notice period with a maximum of four weeks.

Hilversum, 31/03/2017
Transdev Nederland Holding NV