

**Article 1. General.**

1. These General Purchasing and Subcontracting Conditions (hereinafter referred to as G.P.S.C.) applies to all requests of and Assignments by the companies, belonging to the Jan Snel Group B.V.
2. In these G.P.S.C., the following terms are understood as follows: Client: the party who grants the Assignment, this being a company belonging to Jan Snel Group B.V.; Contractor: the natural person or legal entity to whom the Assignment is directed toward, or to whom the Assignment is granted; Assignment: the delivery of goods and/or execution of works and/or rendering of services, ordered by the Client; Principal: the client of a subsidiary company belonging to Jan Snel Group B.V.; Agreement: the agreement, which is formed after the acceptance of the Assignment.
3. Words in singular also relate to the plural and vice versa if the context in which it is used implies this.
4. Every Assignment is granted under the suspensive condition of formation of a main building contract between the Client and the Principal, as well as approval from the Contractor by the Principal and/or construction management.

**Article 2. Acceptance of the Assignment.**

1. The Contractor is required to return the Assignment sent to the Contractor unchanged and signed to the Client within 8 days after the date of dispatch of the Assignment. If the Contractor remains in default when it comes to returning the Assignment with the period determine above and does not object within that period against its content, or has begun with the execution of the Assignment, then the Assignment is considered to have been accepted subject to the conditions as referred to in the Assignment and with the applicability of these G.P.S.C.
2. The following applies to all Assignments of the Client as if it were literally set out in those Assignments:
  - a) all technical and administrative provisions and related drawings as well as records and/or statement(s) of changes, explanations and additions related to the Assignment;
  - b) these G.P.S.C.;
  - c) the provisions of the main building contract between the Client and the Principal, to the extent related to the delivery and/or the work, for which the Assignment has been provided by the Client to the Contractor.
3. The provisions in the Assignment always prevail over what is set out under paragraph a., b. and c.
4. In the event of inconsistency of the provisions referred to under article 2. paragraph 2.a., paragraph 2.b. or paragraph 2.c. and/or documents, the aforementioned prevails over the latter. In the event of inconsistency of the provisions and/or documents as referred to in article 2. paragraph 2.a., none of the provisions and/or documents prevails over the other, but the provisions and/or documents need to be looked at in relation to each other, without prejudice to the provisions in article 2. paragraph 5.
5. The technical specifications and/or the document, the related drawings, records, as well as the statements of changes, explanations and additions are available for inspection for the Contractor at the Client. Copies of these documents will be provided to the Contractor upon request. The Contractor is considered to have had inspection of the document and all drawings and documents relevant to the matter and to have acquired all other information desired by the Contractor.
6. If the Contractor observes an apparent lack of clarity or flaws in the Assignment, then the Contractor is obligated to point this out to the Client immediately and ask for clarity, before proceeding to the execution, creation or delivery.
7. Provisions and/or general (delivery) conditions of the Contractor do not apply to the Assignment provided by the Client, unless expressly and in writing accepted by the Client.

**Article 3. Obligation Contractor.**

1. The obligations of the Contractor include the following:
  - a. the delivery to be performed by the Contractor and to execute the work to be executed in a proper and sound manner and in accordance with the provisions of the Agreement;
  - b. to solely carry out the directions and orders provided by the Client;
  - c. possessing, and showing upon request of the Client, the valid certificate of registration with an industrial insurance board, to the extent that the industrial insurance board provides this, as well as a recent extract from the Commercial Register of the Chamber of Commerce and, in addition, if the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act applies, the original G account agreement;
  - d. to hand over a statement to the Client on a weekly basis, in accordance with a model to be provided by the Client, comprising the names and the registration numbers with the industrial insurance board of all employees which have been put to work by the Client from week to week at the work;
  - e. to provide the wage statements for inspection to the Client, upon request;
  - f. to strictly observe all the obligations toward the employees put to work on the work by the Contractor;
  - g. each time upon request of the Client, but at least once per quarter at the own initiative of the Contractor, to show an original statement regarding the payment record with the industrial insurance board and an original statement regarding the payment record with the Tax and Customs Administration, as referred to in the context of the guidelines determined in the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act;
  - h. to refrain from making quotations and/or offers to the Principal of the Client for extensions, replacements or changes or the work ordered by the Principal to the Client;
  - i. to set up the administration with due observance of the guidelines as referred to in article 16b of the Social Security (Coordination) Act (hereinafter referred to as SSCA);
  - j. to properly insure the work, material and materials, as well as the liability, and to keep it insured; (third-party insurance with a minimum insured value per work, per event € 2,500,000);
  - k. to dispose of excess material and excess tools;
  - l. to always have sufficient and competent personnel at the work;
  - m. to ensure that during the work activities to be carried out by the Contractor, there is always an authorized person present at the construction site, who speaks the Dutch language.

**Article 4. Time of delivery.**

1. The deliver(y)(ies) and/or work activities need to commence at the time determined in the Assignment and take place in accordance with the schedule to be determined by the Client.
2. As soon as the Contractor knows or expects that the goods will not be able to be delivered in a timely manner and/or the work activities cannot be performed adequately in a timely manner, the Contractor will notify the Client of this immediately in writing, with reference to the circumstances which have caused this to happen. This notification does not affect the obligations for performance.
3. The working hours of the Contractor need to correspond to the times generally applicable at the work.



4. The Client reserves the right to change the order of the work activities to be carried out and/or to further determine the time of delivery possibly on a call-off basis, if this is considered desirable in relation to the progress of the construction. The Contractor will then not have a right to damages and/or cost compensation, unless the costs for the Contractor are demonstrably considerably higher because of that change, at the exclusive discretion of the Client, and the reasonableness and fairness therefore require that (a part of) those costs are borne by the Client.

**Article 5. Method of delivery.**

1. The delivery takes place carriage paid at the agreed upon location of delivery, including rights to pay (*Delivered Duty Paid* in accordance with Incoterms 2000), unloaded, at the location(s) designated by the Client, for which the transport and unloading risk is at the expense and risk of the Contractor. The transport of the materials to be processed by the Contractor at the construction site is also at the risk and expense of the Contractor, unless agreed upon otherwise.
2. The Contractor is required to use and maintain the material made available to the Contractor with expertise, upon default of which the Contractor will be liable for all damage and costs.
3. During eating and rest breaks, the personnel of the Contractor is required to make use of the eating facility made available by the Contractor, unless it is set out in the Assignment, that use can be made of the eating facility present at the work.
4. Upon completion of the Assignment, or such a part of it, that (partial) payment can be claimed, the Contractor has to provide a receipt confirmation receipt or settlement list signed by the site manager of the Client. This receipt is necessary for the administration of the Client and does not result in a right to payment.
5. The Contractor will ensure the storage space necessary at own expense. The required horizontal and vertical transport is at the expense of the Contractor, unless agreed upon otherwise.

**Article 6. Property.**

1. The property of the goods to be delivered or to be manufactured is considered to have already transferred to the Client, as soon as the Contractor is processing these, has acquired them from third parties, or has manufactured them; the Contractor will hold these goods for the Client and individualize them and characterize them as being the property of the Client. Such a transfer of property does not comprise approval of what has been performed.
2. Material made available by the Client is and remains the property of the Client under all circumstances and will be characterized and individualized as such by the Contractor in a way which is clearly recognizable for third parties; the material is considered to be in good condition and in accordance with the required specifications, unless the Contractor has complained in writing within a reasonable period after receipt.
3. The Contractor will not be allowed to use the abovementioned items, nor have them be used or effect their use by third parties for or in relation with any other purpose than the performance of the delivery to or of the work activities for the Client, unless the Client has given express written permission in advance.

**Article 7. Approval, examination and testing.**

1. The delivered and/or the performed work activities will be in accordance with what is set out in the Agreement, of sound material and good execution, carried out by sufficient competent employees under skilled supervision, in all regards in accordance with the drawings and specifications and/or at least equivalent to the samples or models made available or shown by the Contractor to the Client, and fully capable of rendering performances for the purpose for which that which has been delivered was intended for, as well as meeting all the standards, laws and government regulations applicable at the time of the delivery and/or processing, which includes that pertaining to safety, health, well-being and environment.
2. Examination and/or approval and/or acceptance and/or progress payment does not relieve the Contractor from any warranty of liability, as it follows from the Agreement concluded with the Contractor.
3. If the Client desires this, the Client, Principal and/or construction management have the right to view and/or test the items during the processing, manufacturing or storage. The Contractor ensures in that case, that the Client has facilities available for the viewing and/or testing, as can reasonably be asked of by the Client. The Contractor cannot derive any rights from the results of such a viewing and/or testing. The costs of extra testing are at the expense of the Client if it appears that the materials are in accordance with the requirements from the Agreement; otherwise the specified costs are at the expense of the Contractor.
4. In the event of rejection, the Client will inform the Contractor of this immediately. The Contractor will immediately remedy or replace the rejected material and/or work or a part of it upon request of the Client, without the Client being obligated to pay any extra remuneration, without prejudice to the obligation of the Contractor to reimburse any damage or loss that arises for the Client or for third parties, which includes loss due to delay.
5. In the event of rejection of the material and/or the work or a part of it, the Client has the right to suspend the payment of the price related to the material and/or the work or part of it or a part of a contract price, which does not affect the obligation of the Contractor to reimburse further damage or loss, which the Client suffers or will suffer as a result of rejection of the material and/or the work or part of it.
6. Upon default of removal/repair of the rejected items, the Client is entitled to return these items payable by and at the risk and expense of the Contractor.

**Article 8. Discharge and processing of waste.**

1. The Contractor is obligated to keep the work area clean and ensure it is clean upon completion, after and also during the execution of the work activities to be performed by the Contractor, to process packaging and rubble and waste materials in accordance with the requirements as they follow from the statutory provisions, which includes the environmental laws in general and the Soil Protection Act and respectively the Environmental Management Act in particular.
2. Also included in the prices specified in the Assignment of the Contractor are the costs of separated discharge and/or processing, and respectively removal and/or storage of all waste materials which follow from the work activities of the Contractor.
3. For the removal, processing or storage of waste materials related to the deliveries, and respectively the work activities, the Contractor is required to make use of the closeable containers, waste bins etc., rented at own expense and risk.
4. The Contractor is obligated to provide copies to the Client of the notification forms in relation to the Environmental Management Act. The Client is entitled to suspend payment until the obligations have been met that follow from the Environmental Management Act and/or other environmental Acts.
5. If removal of waste does not occur upon first notice of the Client, the Client will be free to remove or effect removal of the relevant waste materials at the risk and expense of the Contractor.

**Article 9. Defects liability period and warranty.**

1. The defects liability periods of the Contractor are at least equal to the defects liability periods, which follow for the Client from the main building contract with the Principal. Even if the work of the Contractor is ready before the time that the work is fully completed in accordance with the main building contract between the Client and the Principal, the defects liability period of the Contractor only terminates at the same moment as the defects liability period which the Client has agreed upon with the Principal for the work.
2. In relation to items delivered by the Contractor or work activities performed by the Contractor, the Contractor will provide at least the same warranty as the Client needs to provide to the Principal, although if the manufacturer's warranty is more extensive than the aforementioned then the warranty will apply at the very least which is provided by the manufacturer.
3. All costs related to the repair or the replacement of a defect and the commissioning of items/the work are at the expense of the Contractor.
4. If, at the discretion of the Client, the Contractor removes the defect too late and/or inadequately or if elimination of the defect cannot be delayed, then the Client is free, after a written warning, for which the Contractor has been given a reasonable period to comply with the obligations, to do all which is necessary or have it done by third parties and to charge all the related costs to the Contractor.

**Article 10. Price/contract variations.**

1. All prices specified in the Assignment are not subject to the application of any price-revision formula. Unless expressly stipulated otherwise in the Assignment, the prices cover the costs of drawing and calculation work, all the necessary material, equipment and documents, the costs of purchase, transport, packaging, levies, taxes (with the exception of V.A.T.), insurances, permits, premiums, material, supervision, labor, certification, reproduction, communication and all other matters, temporary or not, necessary to complete the Assignment, as well as fees, overhead costs and profit.
2. Additional work and/or other deviations from the Assignment, also if it concerns an expenditure cut or improvement, are solely considered if these are reported in advance by the Contractor and ordered by the Client in writing.

**Article 11. Prohibition of assignment/outsourcing.**

1. The Contractor is prohibited to assign receivables following from the Assignment toward the Client to a third party without the permission of the Client, or to pledge these or transfer in ownership on any ground whatsoever. In addition, the Contractor is also not allowed to assign the delivery/the work to a third party, in whole or in part, without the prior written permission of the Client.
2. If the Contractor assigns the delivery/the work in whole or in part to a third party after acquiring written permission from the Client, then the Contractor is required to draw up a written contract of this of which the conditions of the Agreement as concluded between the Client and the Contractor need to part it, to ensure that the commissioning Contractor then takes the position of the Client therein and the third party that of the Contractor. The Client may attach the condition to the granting of its permission as aforementioned, that the commissioning Contractor establishes an undisclosed pledge for the Client on the rights of the commissioning Contractor following from the Agreement with that third party.
3. Without the express prior written permission of the Client, the Contractor is not allowed to make use of (hired) workforce made available by third parties.
4. For outsourcing of work or hiring of workforce as referred to in the previous paragraphs, the Contractor is obligated to strictly comply with the administrative regulations from article 16b. of the SCA.

**Article 12. Invoicing.**

1. Invoices need to be sent in duplicate and along with the receipts referred to in article 5. paragraph 4. to the Client.
2. Any Assignment for additional work and less work as well as changes as referred to in article 10., need to be invoiced by the Contractor at separate bills.
3. The invoice needs to meet the statutory requirements when it comes to the Turnover Tax Act 1968. The Contractor is required to note at the very least the following information clearly on this dated and numbered invoice, to the extent applicable:
  - name, address and location of the Contractor;
  - the assignment number and project number;
  - the work and the location(s) of execution to which the invoice relates;
  - total contract price, already submitted amounts and instalment number;
  - the period and the performed performances to which the invoice relates;
  - the name of the social security administration agency to which the Contractor is connected and the registration number;
  - tax withholding number of the Contractor;
  - a statement whether or not the reverse-charge mechanism pertaining to the turnover tax applies, and in the latter case, the amount of the turnover tax;
  - bank account numbers;
  - G account number;
  - confirmation of receipt number(s);
  - if there is a case of subcontracting as referred to in the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act, the size of the wage bill SCA (gross wage) set out in the invoiced amount based on agreements agreed upon in advance pertaining to the wage bill and withholding obligations.

**Article 13. Payment.**

1. If the Contractor has met all the obligations from the Agreement, the Contractor can invoice the agreed upon price to the Client, after which payment will take place by the Client within forty-five (45) days after date of receipt of the invoice in question.
2. The Client will only pay, as soon as the delivery/the work or the part which an (installment) payment relates to has been completed to satisfaction by the Contractor, and after the Contractor has demonstrated to the Client upon request, that the Contractor has paid the employees involved with the work what accrues to them, as well as that the Contractor has paid the owed premiums social insurance and deductions at source for these employees.



3. The Client always has the right to pay the premiums social insurance and deductions at source owed by the Contractor for the work, for which the Client is jointly and severally liable pursuant to the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act, to the Contractor by payment to their guarantee account as referred to in the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act. If a specific percentage has been agreed upon with the Contractor, which will be paid to the G account by the Client from the wage cost component, then the Client is entitled to alter this percentage, if and to the extent that it appears that the agreed upon percentage as referred to does not correspond to the premiums social insurance and deductions at source actually owed by the Contractor.
4. Without prejudice to what is stipulated in the previous paragraph, the Client is at all times entitled to deduct the aforementioned amounts of premiums social insurance and deductions at source from the subcontracting sum and to pay it directly to the involved industrial insurance board and/or the recipient's direct taxes, on behalf of the Contractor. In the cases as referred to in article 13. paragraph 3. and this paragraph 4., the Client is charged from the payment of this toward the Contractor, to the extent that it concerns these amounts.
5. The Contractor is obligated to submit the invoice of any amount that still accrues to the Contractor to the Client within one month following the completion of the work, upon default of which the Contractor is considered to have waived any still possibly remaining right to claim on the Client.
6. Payments or invoices can first take place without prejudice to the abovementioned, after the Client has received back the signed and unchanged copy of the Assigned by the Contractor.
7. The Client is not obligated to pay the invoices if these are not accompanied by the receipts or settlement lists, signed by the site manager of the Client, as referred to in article 5. paragraph 4.
8. If the Contractor does not meet the obligations, then the Client is entitled to suspend its payment obligations toward the Contractor, until the Contractor has met the obligations, without prejudice to the right of the Client to claim damages and/or performance or dissolution of the Agreement with replacing damages.

**Article 14. Laws and regulations.**

1. The Contractor is considered to be aware of all legal and other regulations, conditions and provisions, which also includes the Buildings Decree and the Building Materials Decree, which the Client, pursuant to the main building contract concluded by the Client for the execution of the work, of which the work specified in the Assignment is a part, is supposed to comply with and observe.
2. The Contractor is obligated to comply with and observe all regulations, conditions and provisions including construction site legislation, the Working Conditions Act, safety legislation, the Environmental Management Act, to the extent that it relates to the delivery to be performed and work to be carried out by the Contractor, which also includes pertaining to safety and working conditions and those concerning hindrance and/or nuisance to third parties.  
The Contractor will take care of any required permits and taking security measures in relation to the delivery to be performed and the execution of the work accepted by the Contractor.
3. The Contractor is obligated toward the Client to strictly comply with the statutory obligation toward payment of premiums social insurance, as well as deductions at source related to the work assigned to the Contractor and to furthermore strictly observe the applicable CLA.

**Article 15. Industrial and/or intellectual property/know-how/confidentiality.**

1. The Contractor indemnifies the Client for claims due to breach of rights from industrial and/or intellectual property of third parties pertaining to items delivered/work activities performed by the Contractor and will reimburse all damage and loss to the Client, which the Client suffers and/or may suffer as a result of actions toward its entitled parties pertaining to rights from industrial and/or intellectual property.
2. Drawings, images, calculations, working methods and procedures which have been provided by the Client remain the property of the Client and cannot be reproduced by the Contractor, copied or made available to third parties or disclosed, or otherwise utilized other than solely for the present Agreement. The Contractor is obligated to return the specified documents to the Client, if the Client requested this in writing after delivery/completion, at the expense of the Contractor.
3. Items and working methods which the Contractor has developed in collaboration with or commissioned by the Client, cannot be made available to third parties without the written permission of the Client. The knowledge acquired by the Contractor with this development is solely available to the Client and is not disclosed by the Contractor to third parties or used for own purposes and/or third parties without the prior written permission of the Client.
4. The Contractor is obligated to maintain confidentiality of all data, information or know-how acquired from the Client, of which the Contractor could and should understand its confidential nature.

**Article 16. Recovery and compensation.**

1. The Client is entitled to compensation of the amounts due to the Contractor in relation to any Agreement with those receivables, which the Client has on the Contractor.
2. If the Client, after being held liable for unpaid taxes and premiums by the Contractor or contractors coming after the Contractor, is forced to pay these taxes and premiums, then the Client has an opportunity for recovery on the Contractor amounting to the entire amount which has been paid by the Client, plus the costs which, without the Client being required to further provide evidence of this, are set to 15% of what has been paid by the Client, plus the legal interest on the amount paid by the Client starting from the time this was paid by the Client.
3. The Client is also entitled to compensation of the amounts owed by the Client to the Contractor in relation to the Agreement with as of yet still not due and payable receivables, which the Client has on the Contractor pertaining to premiums social insurance and wage tax unpaid by the Contractor and/or contractors coming after the Contractor, for which the Client can be called to account pursuant to the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act.
4. Because of the Client meeting its obligation pursuant to the CLA for the construction industry toward the employees of the Contractor, the Client has the opportunity for recovery on the Contractor amounting to what has been paid by the Client in the matter, plus the costs which, without the Client being obligated to further show this, are set to 15% of what has been paid by the Client, plus the legal interest on the amount paid by the Client starting from the time it has been paid by the Client.

**Article 17. Liability/insurance/damages.**

1. The Contractor is liable for all damage and loss, including direct trading loss and costs, which the Client and/or third parties, which includes the Principal, may suffer as a result of the attributable breach or wrongful act of the Contractor. 2. The Contractor is obligated (except in the case of delivery) to conclude an insurance for liability to the satisfaction of the Client, to pay the premium in its entirety by advance payment for the duration of the work activities and to demonstrate to the satisfaction of the Client that any payments will occur directly to the Client, upon default of which the Client is entitled to cancel the Agreement without prejudice to the other rights of the Client. The Client is entitled to request a copy of the policy document.
2. The Client is entitled, but not required, to reimburse and/or repair all damage caused by the Contractor immediately and at the risk and expense of the Contractor. Its costs, possibly plus procedural costs paid by the Client in the matter and costs of legal assistance, will then be immediately reimbursed by the Contractor to the Client and may then be deducted by the Client from the contract price or deducted from amounts due to the Contractor.
3. To the extent that the failure to comply with the contractual or statutory obligations by the Contractor will have as a consequence, that the Client is held liable toward third parties, including the Principal, the Contractor hereby indemnifies the Client for all consequences of this liability, as well as for the statutory liability of the Client toward third parties following article 6:171 of the Dutch Civil Code.
4. If two or more Contractors have jointly accepted an Assignment, they are jointly and severally liable for the entire execution and the consequences that result from it.

**Article 18. Replacement/dissolution.**

1. If the Client believes that the execution of deliveries or work activities to be performed by the Contractor occurs in such a way, that delay in the construction or part thereof is being caused or is threatened to be caused, then the Client is entitled to perform the further execution of the deliveries and work activities or effect its performance by another party, if the Contractor, after receiving the written reminder from the Client, neglects to speed up the progress of the deliveries and work activities within the period given along with the reminder in an adequate manner and/or to fulfil this to the requirement, without prejudice to the right of the Client for dissolution of the Agreement and/or damages.
2. The Client is entitled, without prejudice to the right to damages and/or the Client's right to suspend the obligations from the Agreement in whole or in part, to consider the Agreement as dissolved, at its discretion in its entirety or for the part not yet carried out, without any notice of default or judicial intervention being required for it:
  - a. if the agreed upon delivery period is exceeded, or if it is already clear prior to the expiry of that period, that this period will be exceeded;
  - b. if the bankruptcy or the suspension of payment of the Contractor is or is threatened to be requested or pronounced, or if the Contractor ceases its business operations;
  - c. if the agreement concluded between the Client and the Principal is terminated or suspended in whole or in part.
3. Without prejudice to what is stipulated in the previous paragraph, the Client is entitled to dissolve the Agreement in whole or in part, without prejudice to the right to damages and/or its right to suspend the obligations from the Agreement in whole or in part, if the Contractor, after having put in default to this end in writing, has not performed one or more obligations following the Agreement, or has not done so adequately or in a timely manner, within the period set with the notice of default.
4. In the event of dissolution, not caused by an attributable failure to perform the Agreement of the Contractor, the Client will make payments for all the work that has been carried out prior to the dissolution, as full compensation to the Contractor, on the basis of the prices and rates specified in the Agreement. If the Agreement does not specify these prices and rates, then all costs, which have been incurred prior to the dissolution which are reasonably attributable to the performance of the Agreement, are paid pursuant to generally accepted accounting principles, plus a reasonable reimbursement for overhead costs and profit. Already paid and to be withheld amounts are deducted from these payments. In the event that the dissolution takes place due to an attributable failure to perform the Agreement or pursuant to a wrongful act of the Contractor, no payments are made for overhead costs and profit, but settlement will take place of what accrues to the Client as damages. The Client is never liable for damage, loss or costs due to lost profit as a result of dissolution and otherwise has no obligations toward the Contractor.
5. In the events referred to in article 18. paragraph 1. and 2., the Client will be entitled to use or effect use of the tools used by the Contractor present at the construction site, such as scaffolding, traction hoists, mortar mixers, transport tools etc., to complete the work accepted by the Contractor, as such with exception of the situation as referred to in article 18. paragraph 2.c.

**Article 19. Disputes, applicable law and headings.**

1. All disputes which may arise between the client and contractor, which includes those which are only considered as such by one of the parties, in relation to or following an assignment concluded between them and which cannot be solved amicably, will be submitted to the civil court in Utrecht.
2. The Dutch law applies exclusively on the relationship between the Client and the Contractor.
3. Headings above the articles are only intended to increase the legibility of these G.P.S.C. and are not a means for interpretation.