

I. GENERAL PART

1. General provisions and applicability

- 1.1 These General Terms and Conditions of Purchase govern all requests, offers, orders, agreements and the ensuing obligations by means of which RH Marine Netherlands B.V. and/or Bakker Sliedrecht Electro Industrie B.V. or affiliated companies, referred to below as "Purchaser", purchase goods, work and/or services from a third party, referred to below as the „Supplier“, or such a Supplier is granted another order, the foregoing in the broadest sense. Goods are defined as tangible objects and proprietary rights.
- 1.2 Deviation from these General Terms and Conditions of Purchase has to be explicitly accepted in writing by Purchaser..
- 1.3 If a provision in these General Terms and Conditions of Purchase is null and void or is declared null and void in whole or in part, the other provisions will continue to apply in full. Purchaser and the Supplier agree that they will replace the provision that is null and void or that has been declared null and void with a provision on which they would have agreed if they had known that the provision being replaced was null and void or voidable.
- 1.4 Any other terms and conditions are explicitly rejected.

2. Offers, orders and their conclusion, amendments and cancellation of agreements

- 2.1 Requests for offers are not binding on Purchaser; they merely constitute an invitation to submit an offer. The offer will remain valid and unmodified, for a period of at least 60 calendar days. Purchaser will not reimburse any costs related to submitting an offer.
- 2.2 The Supplier must consult with Purchaser before submitting the offer in the event that the request for an offer is incomplete or contains apparent errors, or if various parts of the request for offer are contradictory. The Supplier must inform Purchaser if there are apparent errors in the offer, if the order is incomplete, if there are contradictions in the order and/or in the submitted data for the performance of work or services, before the Supplier commences the provision of services or the delivery of goods.
- 2.3 Purchaser is not obliged to grant the order to the party that submits the lowest bid. Purchaser also is not obliged to provide any information about why an order has or has not been granted. All the information that Purchaser provides to the Supplier must be returned to Purchaser free of charge, immediately upon request, if no agreement is concluded.
- 2.4 An agreement will be concluded only if Purchaser accepts an offer by means of a written order. If Supplier commences the performance without having such written order it will be doing so for its own risk and account, unless otherwise agreed.
- 2.5 Purchaser is entitled to cancel or (at its choice) dissolve the agreement at any time, in which case Purchaser will reimburse any costs that the Supplier can prove in writing and that the Supplier has unavoidably incurred, insofar as such costs are reasonable. Any further compensation is excluded.
- 2.6 Every order is given under the suspensory condition that de execution of the work of the order to Supplier, is ordered to Purchaser or that Purchaser's Principal approves the order given to Supplier. In the event that costs have already been incurred the above paragraph applies. Any further compensation is excluded.
- 2.7 The Supplier may not make any direct or indirect offers or provide any quotations to Purchaser's principal. This provision also applies in respect of expansion of or changes to the work assigned to Purchaser.

3. Performance

- 3.1 The Supplier's performance must be in compliance with the following conditions, in addition to the requirements pursuant to law :
 - a. the description and/or the specification provided by Purchaser;
 - b. the reasonable expectations that Purchaser is entitled to have in respect of matters such as the characteristics, the quality and/or the reliability on the ground of, e.g., these Terms and Conditions and the description contained in the offer;
 - c. reasonable requirements (including statutory requirements) with a view to safety, health, well-being and the environment;
 - d. the requirements related to craftsmanship that apply in the relevant branch of industry;
 - e. the timetable provided by Purchaser or explicitly or tacitly approved by Purchaser and/or the performance schedule;
 - f. the requirement that the raw materials and other materials to be used be in accordance with the agreed quality and that equipment and materials used in the performance are in compliance with the most stringent requirements;
 - h. the requirement that the performance include all applications for permits that are required to perform the agreement; and
 - i. the requirement that the design work and other preparatory work to be performed in connection with the performance of the agreement and/or other development work is included.
- 3.2 Delivery will be made in accordance with the agreed INCO terms. If the INCO terms have not been explicitly agreed, the delivery will take place DDP at the location designated by Purchaser. The Supplier will be obliged to inform Purchaser in a timely manner, adequately and in writing if the delivery period will be exceeded. Purchaser's prior written permission is required for delivery in consignments. If Purchaser so wishes the Supplier will be obliged to provide a written manufacturing or performance schedule and/or to cooperate in the monitoring of the progress. The delivery will be deemed to have been completed only if the order has been delivered in its entirety at the location designated by Purchaser, in accordance with the requirements laid down in the agreement.

4. Terms

- 4.1 The agreed terms with respect to all or part of the Supplier's performance are binding; therefore, Supplier exceeding those terms implies being in default without any notice being required.
- 4.2 For each calendar day in which the above-mentioned terms are exceeded the Supplier will owe Purchaser a penalty, which will be due on call, equal to 0.5% of the total agreed amount of the order, with a maximum of 10% of the total amount of the order agreed with the Supplier. In addition, Purchaser will be entitled to claim compensation of any and all damage that it has sustained or that it will sustain in the future.

5. Changes, additional work and cancelled work

- 5.1 At any time Purchaser may ask to change the scope, the capacity of the work to be performed, the services to be provided and/or the goods to be delivered. The Supplier will be obliged to notify Purchaser within one workday of any necessary changes or

improvements. The Supplier also undertakes to make any changes that Purchaser wishes to have made to, e.g., drawings, models, instructions, specifications and work, without any delay, even if no agreement has been reached with respect to the costs.

- 5.2 If the Supplier is of the opinion that the changes referred to in subsection 1 will affect the agreed fixed price, work and/or terms, before making the change the Supplier will inform Purchaser in writing as quickly as possible after notification. A maximum term of eight calendar days applies in this respect. If Purchaser considers the consequences for the price, the work and/or the terms to be unreasonable, Purchaser will be entitled to at its choice cancel or dissolve the agreement extra judicially. Such termination will be accomplished by means of written notification to the Supplier, unless that would be unreasonable in view of the circumstances. Dissolution on the ground of this subsection will not lead to the parties being entitled to compensation of any damage.
- 5.3 A change to the nature and scope of the performance that would affect the agreed price and terms in connection with the performance will not affect the other provisions contained in the agreement.

6. Price

- 6.1 The agreed price is fixed, binding and in euro's unless otherwise agreed. Therefore, under no circumstances may the price be increased as a result of changes in exchange rates, purchase prices, freight rates, import or export duties, excise duties, levies, taxes, raw materials or semi-finished products, salaries or other goods or services that the Supplier owes to third parties.
- 6.2 Unless the parties agree otherwise, the prices include:
 - a. import duties, excise duties, levies and taxes (with the exception of turnover tax);
 - b. administrative charges and any and all other levies or costs that are incurred in connection with applying for permits;
 - c. fees for the use of intellectual property rights and industrial property rights;
 - d. any and all costs that are related to or ensue from supplying the agreed goods or services;
 - e. the costs related to packaging, transport, storage, insurance, premiums, installation and start up on location. This provision also applies in respect of goods that Purchaser makes available;
 - f. any other costs to be paid by the Supplier in accordance with the agreement or these General Terms and Conditions of Purchase; and
 - g. everything needed to properly perform the agreement, taking into consideration the applicable standards, regulations and good professional standards, even if such matters are not explicitly referred to in the agreement.

7. Invoicing and payment

- 7.1 Unless agreed otherwise in writing, invoices must be submitted to Purchaser in duplicate. Invoices must be accompanied by signed confirmation receipts or receipts for payment.
- 7.2 Unless the parties have agreed otherwise in writing the Supplier will not invoice the amounts owed by Purchaser before the date on which the goods are delivered or the date on which Purchaser has accepted the goods or services. If the agreement has been performed completely and correctly, Purchaser will pay the amount invoiced within sixty (60) days after accepting the invoice and approving that invoice. Payment does not imply acceptance and will not discharge the Supplier in respect of any obligation towards Purchaser.
- 7.3 If the information that the Supplier is obliged to provide to Purchaser (including any information that the Supplier is obliged to provide on a periodic basis) for the performance of the agreement and/or the agreed security are not received or are not received in the correct form, Purchaser will be entitled to suspend payment of invoices. This provision also applies if the documents referred to in subsection 1 are missing or are not signed.
- 7.4 Purchaser may set off any due amounts with amounts that Purchaser can claim from the Supplier. This provision also applies with respect to amounts that the Supplier owes to a legal entity or company that is affiliated with Purchaser.
- 7.5 Purchaser will not accept invoices that it receives more than six months after the delivery of the goods or the date on which Purchaser has accepted the goods or services. The Supplier's right to payment of such invoices will lapse as a result of that term expiring.
- 7.6 Before making payment Purchaser may demand a bank guarantee that it considers acceptable in addition to or instead of transfer of ownership. That will be for the Supplier's account.
- 7.7 The Supplier must include at least the following information, clearly and conveniently arranged, on the dated and numbered invoices. Purchaser will be entitled to suspend any and all payment obligations if the following information is missing:
 - a. Purchaser's contract number (purchase number) and the Supplier's contract number that relates to the work;
 - b. the Supplier's name and address;
 - c. the work and location(s) where the work was performed, to which the invoice relates;
 - d. the period of time and the work performed, to which the invoice relates;
 - e. the instalment number;
 - f. the name and the registration number of the benefits agency with which the Supplier is affiliated;
 - g. the Supplier's wage tax withholding number;
 - h. a notification of the "VAT liability transfer scheme" if applicable in respect of the agreement. This provision also applies in respect of the amount of the turnover tax;
 - i. the Supplier's bank account number;
 - j. the labour costs, if applicable; and
 - k. the timesheets signed by Purchaser.
- 7.8 If Purchaser owes the Supplier any interest, the interest that Purchaser owes will be simple and equal to the Euro Interbank Offered Rate (Euribor) plus a surcharge of 50 basis points. For the rate, the one-month percentage on the date on which the invoice is due is applicable. Compound interest will not be owed or paid.
- 7.9 Purchaser's exceeding a payment term or failure to pay an invoice will not entitle the Supplier to terminate or suspend its performance.

8. Obligation to provide information, inspection, approval and permission

- 8.1 The Supplier must notify Purchaser within one workday in writing of any circumstance that could affect or impede compliance with the agreement. As a result of that information Purchaser will be entitled to take necessary and reasonable measures if necessary and at the Supplier's expense, and/or to demand that the agreement be amended. Purchaser may also at its choice cancel or dissolve the agreement extra judicially on that ground. This provision also applies if Purchaser has other reasonable grounds on which to suspect that such a circumstance applies.
- 8.2 Purchaser is entitled - but not obliged - to inspect the manner in which the agreement is performed. Purchaser may take any and all possible measures that it considers reasonable for that purpose. In that context, Purchaser may require written monthly

- progress reports, may inspect the locations where the work is performed in whole or in part (possibly accompanied by experts) and/or may audit the Supplier's accounts or have them audited by an accountant.
- 8.3 Acceptance or approval granted by Purchaser within the meaning of these Terms and Conditions will not discharge the Supplier from its obligations under the agreement.
- 9. Breach**
- 9.1 Any breach in respect of the Supplier's compliance with its obligations will entitle Purchaser to at its choice cancel or dissolve the agreement unilaterally in whole or in part, without any notice of default or judicial intervention being required, by means of a written notification to the Supplier, and/or to suspend its payment obligations, and/or to transfer the performance of the agreement to third parties in whole or in part, without Purchaser owing any compensation and without prejudice to any other rights that Purchaser may have, including Purchaser's right to full compensation.
- 9.2 Purchaser has the right to demand that Supplier provides security for the performance of its obligations in the form of a bank guarantee.
- 10. Guarantee**
- 10.1 The Supplier must immediately and at its own expense remedy any defects in the goods delivered, in the work performed or in the services provided that arise before the guarantee period has lapsed. Unless the Supplier demonstrates that the defects were caused by improper use, the goods in which the defect becomes apparent must be replaced or repaired, at Purchaser's discretion. If the defect becomes apparent in work, the work must be performed again in full at the Supplier's expense. If the goods delivered or the results of the work performed are lost in whole or in part during the statutory limitation period or if they are not suitable for their intended purpose, that will be deemed to be the result of a defect unless evidence to the contrary is provided.
- 10.2 If defects are discovered, the goods, parts of goods or results of work performed and/or services provided in respect of which the defect has become apparent will remain at Purchaser's disposal until the cause of the defect has been determined. They will be preserved and stored in the manner and at the location to be designated by Purchaser. If they are lost before the cause of the defect can be determined, that will be at the Supplier's risk and expense.
- 10.3 If the Supplier is in default, in urgent cases or if the Supplier is unavailable, Purchaser will be entitled to carry out the replacement or repair (or to have it carried out) at the Supplier's expense, without any demand being required. It will be solely up to Purchaser to determine whether a case is urgent or the Supplier is unavailable.
- 10.4 As soon as the replacement or repair is completed and accepted by Purchaser a new guarantee period will commence in respect of that replacement or repair.
- 10.5 The guarantee period will commence at the time at which Purchaser accepts the goods delivered, the work performed and/or the services provided. If goods are intended to be included in facilities or systems by Purchaser, the guarantee period will commence at the time at which Purchaser delivers those facilities or systems of which they form part.
- 10.6 Unless the parties have explicitly agreed on a different guarantee period, the guarantee period will apply for two years, or a longer period if the Supplier can stipulate such a longer period on the ground of agreements with its sub-suppliers. Purchaser's entitlement to bring claims on the ground of hidden defects will continue to apply after the guarantee period has lapsed.
- 10.7 Besides the legal requirements as well as the performance requirements to which the delivery according to these Terms should adhere to, Supplier guarantees that any parts of deliveries and parts necessary for the maintenance in order to keep the delivery in good shape, can be acquired by Purchaser at Supplier and its suppliers within a period of 10 years in at market equivalent prices.
- 11. Suspension**
- 11.1 Purchaser may suspend the performance of the agreement in whole or in part at any time and oblige the Supplier to interrupt the performance of the agreement for the duration of a term to be set by Purchaser. If it is expedient to do so, Purchaser will compensate the damage, consisting of the actual, direct costs that the Supplier demonstrably incurs, in so far as such costs are reasonable. This provision will not apply if the suspension or interruption can be attributed to the Supplier. No other compensation will be owed or paid.
- 11.2 The Supplier will be obliged to limit the damage resulting from such suspension or interruption to every extent possible by taking suitable measures.
- 11.3 Measures that the Supplier must take as a result of a suspension or interruption will be settled as additional work or cancelled work. This provision does not apply if the suspension or interruption was caused by any breach on the part of the Supplier.
- 12. Termination of the agreement**
- 12.1 Without prejudice to any other provisions governing termination (premature or otherwise), Purchaser may at its choice cancel or dissolve the agreement extra judicially, effective immediately, without any further notice of default being required, in the following cases:
- if the Supplier or a party that has acted as guarantor or has furnished security for the Supplier's obligations applies for a provisional suspension of payments. This provision also applies if the Supplier is declared bankrupt, is voluntarily or involuntarily wound up, ceases its commercial activities, passes a resolution to discontinue business activities in connection with liquidation, files for bankruptcy or applies for a suspension of payments;
 - if there are any changes in respect of the Supplier's shareholders, insofar as Purchaser is of the opinion that the changes in question entail a considerable increase in the risks; or
 - if an attachment is levied against the Supplier or if there is a threat that the Supplier's assets will be attached or that other legal measures will be taken in respect of those assets.
- 12.2 In addition to the cases specifically provided for in the agreement, Purchaser may extra judicially dissolve the agreement prematurely in exchange for paying for all the goods that the Supplier has already delivered and all the services that the Supplier has already provided and that Purchaser has accepted, plus reasonable compensation. That compensation will be equal to a maximum of 10% of the remaining agreed price to cover damage that the Supplier sustains and costs that the Supplier incurs as a result of the agreement not being completed. This applies at all times up to a maximum of the value of the order/contract price plus any additional work or minus any cancelled work. Purchaser shall explain the reasons for any such extra judicial dissolution.
- 13. Intellectual property rights, industrial property rights, rights to drawings, etc.**
- 13.1 The Supplier guarantees that the provision and normal use of the goods delivered, and services provided, in the broadest sense, will not infringe any patent, copyright, trademark right or other absolute right of any third party. The Supplier indemnifies Purchaser and will fully compensate it in respect of any such claims and the costs related to defending against them.
- 13.2 All drawings, specifications, required materials, calculations and other documents or other data carriers or software (including copies) made or used by Purchaser or the Supplier are or will become the property of Purchaser at the time at which they are made. They will be individualized immediately for that purpose and provided with clear distinguishing marks and/or they will be provided to Purchaser free of charge immediately upon request. The Supplier guarantees that goods will not infringe any intellectual property rights of third parties. The Supplier indemnifies Purchaser against any and all claims brought by third parties based on an actual or alleged infringement of such rights, and it will compensate Purchaser for any and all damage suffered as a result.
- 13.3 If the transfer referred to in subsection 2 is not (or is not yet) possible in accordance with the law, the Supplier will grant Purchaser a worldwide, exclusive and irrevocable license and a right to sublicense with respect to any intellectual property rights related to the goods manufactured by the Supplier. The fee for that license is included in the contract price. If it so wishes Purchaser will be entitled to enter the license (or to have it entered) in the appropriate registers, in which context the Supplier will cooperate insofar as necessary. If it appears that an instrument is necessary or desirable for the transfer of the intellectual property rights referred to in subsection 2 or the grant of a license referred to in this subsection, the Supplier will cooperate without reservation in having such an instrument executed.
- 13.4 The Supplier will notify Purchaser immediately if third parties are infringing (or if there is a threat that third parties will infringe) Purchaser's intellectual property rights.
- 13.5 The Supplier must return to Purchaser all the goods and documents referred to in subsection 2 immediately at Purchaser's request, free of any charge and sorted by order, within two weeks of its receiving such a request.
- 14. Confidentiality**
- 14.1 The Supplier will keep secret, treat in confidence and refrain from disclosing the existence and the content of the request for an offer, the offer and/or the agreement and will use them solely in order to carry out Purchaser's order(s). This provision also applies in respect of all know-how, data, information, drawings, etc. that are provided to the Supplier in any form whatsoever or that are made by the Supplier in the context of performing the agreement. The Supplier will oblige, in writing, any third parties that it engages in connection with performing the agreement to observe the same duty of confidentiality and will have such parties sign the confidentiality statement submitted by Purchaser. All the information referred to in this Article must be returned to Purchaser immediately upon request, in full and free of charge.
- 14.2 Without Purchaser's prior written permission the Supplier is not permitted to publicize the performance of the agreement in any way. This provision also applies in respect of know-how, data, information, drawings, etc., in any form whatsoever. None of the foregoing may be used for any other purposes or copied, except in connection with carrying out Purchaser's order(s) or in order to maintain direct or indirect contact with Purchaser's principal(s).
- 15. Waiver of rights**
- 15.1 Any delay or failure to claim strict compliance with any contractual or non-contractual obligations or exercise any right will not affect Purchaser's ability to exercise its rights unless Purchaser has explicitly waived its rights in writing.
- 16. Transfer; third parties**
- 16.1 The Supplier may not transfer or pledge the agreement or the rights and obligations under the agreement to third parties or allow third parties to carry them out without receiving explicit, written permission to do so from Purchaser in advance. Purchaser will be entitled to stipulate conditions to such permission.
- 16.2 In urgent cases Purchaser may demand the Supplier to subcontract the performance of the agreement in whole or in part to third parties at its own risk and expense. This provision also applies if, after consulting with the Supplier, it must reasonably be assumed that the Supplier will not be able to properly comply with its obligations under the agreement or will not be able to do so in a timely manner. This shall not relieve Supplier from its obligations under the agreement.
- 16.3 The Supplier will represent sub suppliers and/or third parties that have been engaged as though its own acts or omissions were involved. The Supplier warrants that the sub suppliers and third parties will comply with these General Terms and Conditions of Purchase and any and all other instructions and provisions governing the goods or services that Purchaser has declared applicable. The Supplier warrants that Purchaser will be able to exercise its powers in accordance with such instructions and provisions, also in respect of those sub suppliers and third parties.
- 17. Liability**
- 17.1 Save as provided for in these General Terms and Conditions of Purchase, Purchaser will not be obliged to compensate any damage, of any kind whatsoever, either direct or indirect, including loss of profits or damage to moveable or immovable property or to persons, in respect of either the Supplier or third parties. Under no circumstances shall Purchaser be liable for damage (including consequential damage).
- 17.2 Every claim of Supplier will become null and void either within three months after the claim has arisen or Supplier has become aware of the claim and in any case within a year after delivery took place or should have taken place.
- 17.3 The Supplier shall be liable and shall indemnify Purchaser against any claim for damage that is the direct or indirect result of its failure to comply with the agreement or its failure to do so properly and in a timely manner or its violating any other contractual or non-contractual obligation towards Purchaser or third parties.
- 17.4 For the purposes of this Article third parties are taken to include Purchaser's personnel, third parties that Purchaser has directly or indirectly engaged or personnel of such third parties.
- 18. Insurance**
- 18.1 The Supplier is obliged to take out and maintain adequate insurance at its own expense in respect of its liability towards Purchaser and third parties in the broadest sense. This includes professional liability, product liability and third-party liability and strict statutory liability. At Purchaser's request the Supplier must provide the relevant policy for inspection. Purchaser does not have any obligation to investigate in this respect.
- 18.2 Purchaser shall be entitled to demand that the insurance policy or policies list Purchaser

as co-insured, principal and as beneficiary and that the insurers simultaneously waive their right of recourse, and that the insurers have the right to directly indemnify Purchaser and/or third parties that it designates. At Purchaser's request the Supplier will be obliged to submit the insurance policy or policies and the evidence that the insurance premiums have been paid.

19. Applicable law; competent court

- 19.1 These General Terms and Conditions of Purchase and the agreement(s) concluded with the Supplier are governed by Dutch law. The Vienna Sales Convention of 1980 (CISG) does not apply.
- 19.2 Any and all disputes (including disputes that are deemed as such by only one of the parties) that arise between the parties further to this agreement or agreements that ensue from it shall be resolved by the competent court of Rotterdam, the Netherlands, or by arbitration in accordance with the Rules and Regulations of the Court of Arbitration for the Dutch Metal Trade and Industry (Stichting Raad van Arbitrage voor de Metaalnijverheid- en Handel) in The Hague, the Netherlands, at Purchaser's option. If there is a dispute that cannot be resolved in consultation, Purchaser shall indicate its preference within four weeks after the Supplier has requested it to do so.

II. SPECIAL PROVISIONS WITH RESPECT TO THE DELIVERY OF GOODS

In addition to the General Part (I), this part (II) also applies in respect of the delivery of goods.

20. Quality and description of the goods to be delivered

- 20.1 The goods to be delivered:
- must be in accordance with the provisions contained in the agreement in respect of the quantity, description and quality;
 - must be in accordance and compliance in every way with the specifications that have been declared applicable;
 - must be accompanied by the necessary instructions to Purchaser or its personnel so that they can independently use the goods that have been supplied;
 - must be made from sound, new materials and properly constructed;
 - must be suitable for the purpose for which they are intended;
 - must be made from parts and raw materials whose origin can be traced;
 - may not contain any asbestos or carcinogenic substances or otherwise constitute danger to health;
 - must, for each supply of chemical and or dangerous goods be accompanied by a product information sheet containing prescriptions regarding applicable personal protection equipment and other provisions in terms of environment, safety, health and hygiene. Supplier must mention on this sheet measurements to be taken in case of accidents, fire or other calamities.
 - must be accompanied by the required documents, such as packing lists, consignment notes (guarantee or quality-) certificates, attestations, drawings, instruction manuals, reserve parts lists and maintenance instructions;
 - must comply in every way with all the applicable statutory requirements, regulations and European directives (such as CE and EMC marks) in respect of the design, composition and quality;
 - must be provided with a type, serial and hardware number and an indication of the country of origin by means of an adequate mark from the manufacturer or importer. If that is not possible, the delivery's packaging must be provided with such marks; and
 - must be accompanied by invoices in duplicate addressed to Purchaser, which must indicate the date, invoice number, order number, name of the manufacturer and importer, and the type, serial and hardware number.

21. Inspection and testing

- 21.1 Purchaser and its principal will be entitled to inspect and monitor the manufacturing or the assembly of the agreed delivery (or to have it inspected and monitored) at any location. Purchaser will also be entitled to inspect and test semi-finished products or finished products (or have them inspected and tested) before the time of delivery. Inspection or testing does not mean that the Supplier is no longer obliged to give any guarantee or that the Supplier is no longer liable. The other obligations that ensue from the agreement will also continue to apply.
- 21.2 Purchaser determines how the inspection will be carried out. The costs related to the inspection and testing will be paid by the Supplier.
- 21.3 Purchaser will notify the Supplier immediately if the goods that have been delivered are rejected. The Supplier will then immediately at Purchaser's option and at Suppliers expense repair or replace the goods that have been delivered..

22. Packaging; transport; storage; installation

- 22.1 The Supplier is responsible for packing the goods to be delivered as safe as possible for the environment. If not otherwise indicated, the transport in respect of packaging may be based on road transport by lorry and for storage during minimum 12 calendar months in a dry room. The supplier is liable for all damage arising directly or indirectly from faulty packaging/packing. In addition, the supplier must collect, at the request of the Purchaser, the packaging and/or packing at its own expense and risk.
- 22.2 The Supplier is responsible for removing or processing packaging, rubbish, waste and superfluous materials at its own expense insofar as they came from or are related to delivery of goods or provision of services governed by the agreement. In that context the Supplier must comply with the laws and regulations that apply at the time of the removal and/or processing.
- 22.3 The costs of packaging, transporting, storing, insuring and installing goods, including any goods that Purchaser makes available, will be paid by the Supplier. The Supplier will reimburse Purchaser directly insofar as Purchaser has incurred such costs.
- 22.4 If the goods are ready for delivery but Purchaser is reasonably unable to receive them at the agreed time, the Supplier will retain the delivery separately and clearly marked for Purchaser. The Supplier must secure the delivery and take any and all measures necessary to prevent any loss of quality until the goods have been delivered. Purchaser will reimburse any costs that the Supplier has reasonably and demonstrably incurred in this respect.
- 22.5 Transport takes place in accordance with applicable laws and regulations, especially those with regards to transport of dangerous goods, and must be accompanied by all required documentation. There must be a packing list at the outside of a colli, mentioning the content of the colli.
- 22.6 Noncompliance with above-mentioned conditions entitles Purchaser to reject the goods and to return it to Supplier at Suppliers risk and expense.

23. Transfer of ownership and risk

- 23.1 The risk of the goods to be delivered will not pass from the Supplier to Purchaser until the time of delivery. The ownership of the goods to be manufactured or delivered will pass to Purchaser at the time of the (actual) delivery. If Purchaser pays deposits, the ownership of the goods will pass at the time at which they are manufactured. The Supplier will individualize the goods as Purchaser's goods, using unique identifying marks. The Supplier guarantees that the full and unencumbered ownership will be transferred. Supplier waives any right of retention on the goods.
- 23.2 Goods that Purchaser provides to the Supplier for repair, handling or processing will be at the Supplier's risk during the period in which they are being repaired, handled or processed. The Supplier waives its right of retention in respect of such goods, in favour of Purchaser.

24. Liability of and indemnification by the Supplier

- 24.1 The Supplier is liable for reimbursing any and all costs and damage – including bodily injury and financial loss – caused by a defect in the goods that have been delivered and/or the equipment or materials used in performing the work. This provision also applies if the damage or costs were caused by any negligent act on the part of the Supplier, its subordinates or third parties that have been engaged in connection with the performance of the agreement.
- 24.2 The Supplier must fully indemnify Purchaser and/or its principal in respect of the liability referred to in subsection 1.

III. PROVISIONS GOVERNING THE PROVISION OF SERVICES, EXECUTION OF ORDERS AND ACCEPTANCE OF WORK

In addition to the General Part (I), this part (III) also applies in respect of the provision of services, execution of orders and acceptance of work.

25. Provision of information

- 25.1 When submitting the offer and/or immediately after receiving the agreement the Supplier will submit the following documents to Purchaser, if and insofar as it is obliged to do so or insofar as applicable:
- an up-to-date excerpt from the Register of the Chamber of Commerce that is not older than six months;
 - a photocopy of the guarantee account agreement (G-rekening overeenkomst);
 - a photocopy of a valid proof of registration with an industrial insurance board;
 - a recent registration in the Special Register of the Dutch Subcontractors' Registration Association (Vereniging Registratie Ondaanemers), if available;
 - a recent registration in the register of the Dutch Financial Supervision Foundation (Stichting Financieel Toezicht);
 - a payment history report in respect of statutory payroll tax and social security contributions (employee insurance contributions, national insurance contributions, income-related health care contributions and wages and salaries tax) from the Dutch Tax Authorities that is not older than three months;
 - a photocopy of the applicable Safety, Health and Environment Checklist Contractors (SCC) certificate (VCA-certificaat); and
 - a Declaration of Independent Contractor Status (VAR-verklaring).
- 25.2 The statements referred to in subsections e, f and h above must be submitted to Purchaser as soon as possible after the end of each quarter, without any request being required.
- 25.3 Purchaser must be notified immediately in writing of any changes in the information referred to in Article 25(1)(a) to (h). A new certificate or report must be submitted immediately at the expire of the validity period of the certificates or reports mentioned in article 25.1.

26. Performance and performance schedule

- 26.1 The Supplier must provide a performance schedule at Purchaser's request. The performance schedule must include the times at which the successive parts of the work will be started and completed together with the staffing levels. If the parties have agreed that Purchaser will make available equipment, the performance schedule must also indicate the times at which such equipment will be deployed. The performance schedule will form part of the agreement after it has been approved by Purchaser.
- 26.2 During the performance of the work Purchaser will be entitled to make changes to the performance schedule. Purchaser and the Supplier will handle the consequences of such changes in accordance with the principle of reasonableness. The agreement will be amended if necessary.
- 26.3 In accordance with Purchaser's wishes, the Supplier must report to Purchaser weekly on the progress of the work and on any and all therewith related aspects.
- 26.4 All instructions that are issued to Supplier regarding the implementation of the order, must be followed without any reservation.
- 26.5 The construction site will always be left clean and tidy. packaging material and other construction waste including but not limited to chemical waste must be removed by the Supplier at his own expense with due observance of the instructions to be issued at the work location. The Supplier will indemnify the Purchaser against all damage that the Purchaser suffers due to the Supplier failure to comply with this provision.
- 26.6 At work, an official must be authorized by the Supplier to represent the Supplier in the performance of the work. Construction work and other meetings must be attended by this official. In addition to the Dutch language, the official must also have a good understanding of the English language.
- 26.7 The electrical energy required by the Supplier for the performance of the work will be provided by Purchaser insofar as the available capacity at the location is not exceeded.
- 26.8 Without further agreement thereto Supplier is not allowed to place its own eating-, storage-, toilet- or other space.
- 26.9 Loose construction waste and packaging materials must be removed by the Supplier in a way that is environmentally friendly. No hacking, grinding, milling, sawing, welding and / or drilling work is permitted without the consent of Purchaser.
- 26.10 If the order includes the making of drawings or calculations, the performance of the order may not start until the drawings or calculations have been approved.
- 26.11 The safety and health plan that will be drawn up with regard to the work will be complied with by the Supplier without any reservation and right to compensation of costs.

27. Supplier's personnel

- 27.1 Without written permission, Supplier shall not use other than own personnel for the performance of the Work. Supplier will only incidentally replace employees temporarily or definitively and only after prior approval from Purchaser. Purchaser will not withhold its consent on unreasonable grounds. Purchaser may stipulate conditions to its permission. When replacing employees, the first sentence of this provision applies.

- 27.2 The Supplier is obliged to notify Purchaser of the following required information regarding its employees: full name, address, date of birth, place of birth, nationality, tax registration number, and the number and type of identity. A copy of the proof of identity and, if applicable, the residence permit and work permit must also be provided.
- 27.3 The Supplier is responsible for the day-to-day management and supervision of the work being performed as well as of its employed personnel. The number of authorized and skilled supervisors that the Supplier makes available in this context must be in accordance with the scope and nature of the work and the requirements stipulated by Purchaser. Supervisors must speak Dutch, unless the parties agree otherwise.
- 27.4 The Supplier warrants that the services to be provided by the employees will be performed skillfully, professionally and without interruption. The employees must have the agreed qualities in terms of education, skill and experience at all times.
- 27.5 The Supplier must provide the employees with tools and personal protective equipment.
- 27.6 Purchaser and the Supplier may agree on a probationary period in respect of the employees. If during the probationary period it appears that the employees are not performing the work to Purchaser's satisfaction, the Supplier will be obliged to replace those employees. Purchaser may not be charged any extra costs in this respect.
- 27.7 If employees do not have the necessary qualifications or skill, the Supplier must replace those employees immediately at Purchaser's request with other employees who do meet the stipulated requirements. This provision also applies in respect of employees who do not comply with the applicable instructions or who are otherwise guilty of misconduct. No costs may be charged at Purchaser for the replacement of employees.
- 27.8 The work must be performed in accordance with the applicable working hours and rules of conduct that apply at Purchaser at that time. The Supplier must instruct the employees to comply with this requirement.
- 27.9 In the event of misconduct or unsuitability of personnel or refusal to comply with regulations or instructions, particularly in the areas of safety, working conditions or the environment, the Purchaser is entitled to deny the relevant personnel access to the location.
- 27.10 Extra costs that arise because work must be performed outside the customary working hours in order to deliver on the date indicated in the agreement will be paid by the Supplier. In the event of a situation involving force majeure, the extra costs related to any measures will be paid by Purchaser. Measures must be agreed in advance.
- 27.11 Purchaser must be immediately informed on accidents at the location.
- 27.12 Purchaser is authorized to regularly count the employees at the workplace. The Supplier must cooperate in this respect. The Supplier must also cooperate in respect of any other reasonable administrative measures that Purchaser takes in order to monitor the staffing levels at the workplace or for the work performed. The Supplier may be asked to provide a daily overview of the staff schedule at the workplace, categorized by all the work that the Supplier is performing. Purchaser may also ask the Supplier to provide signed timesheets for each employee.
- 27.13 Unless otherwise agreed Supplier is not permitted to employ Purchaser's personnel or to otherwise allow them to perform activities for its benefit and / or to approach them for a function.
- 28. Safety, health, well-being and the environment**
- 28.1 The Supplier is responsible for the well-being, safety and health and good environmental conditions at the workplace. The Supplier must comply with all applicable statutory provisions and standards and all local safety and environmental regulations.
- 28.2 The materials and equipment that the Supplier uses (such as hoisting and lifting equipment, ladders and scaffolding) must at least be in compliance with the applicable statutory requirements and must be in a perfect state of maintenance. That may also be assessed by Purchaser and is subject to the rules applied by Purchaser and/or its principal
- 28.3 Employees who, in Purchaser's opinion, act unsafely at the workplace must be removed from the workplace immediately upon request. The Supplier must ensure that such employees are replaced immediately, without charging Purchaser any costs for such replacement.
- 28.4 If Purchaser discovers an unsafe situation that has been caused by the Supplier, Purchaser will be entitled to stop the work. Purchaser will not be obliged to pay any compensation in that regard, and under no circumstances will such stoppages be deemed to involve force majeure.
- 29. Interventions in the work**
- 29.1 Purchaser will notify the Supplier in writing if, in Purchaser's opinion, the work is progressing in such a way that the stipulated duration for the completion of all or part of the work will be exceeded. This provision also applies if, in Purchaser's opinion, the work is not being or has not been performed in accordance with the provisions contained in the agreement and/or in accordance with good professional standards.
- 29.2 Within two weeks after it has received a notification as referred to in subsection 1 of this Article, the Supplier must take such measures that, in Purchaser's opinion, the backlog will be cleared or the above-mentioned provisions and requirements will be complied with in the short term. If it fails to do so Purchaser will be entitled to take any measures that it considers necessary, without any judicial intervention being required. In this context Purchaser will be entitled to take over the work from the Supplier or to have third parties do so on its behalf, in which case Purchaser will fully cooperate with Purchaser and such third parties.
- 29.3 Any and all external and internal costs that Purchaser is forced to incur in connection with the provisions contained in subsection 2 will be paid by the Supplier. The Supplier will immediately reimburse Purchaser for such costs, including the costs related to supervision and overhead costs.
- 29.4 Purchaser will be entitled to intervene in the work immediately, also in circumstances other than those referred to in subsection 1, if that is necessary in view of the operating conditions, safety and/or statutory regulations. That will not relieve the Supplier from its liability. Purchaser will always notify the Supplier as quickly as possible regarding any such intervention.
- 30. Completion; acceptance; putting into use; risk**
- 30.1 Unless the agreement provides otherwise it will be assumed that the completion or acceptance has taken place if Purchaser has accepted the work that has been performed in writing.
- 30.2 Purchaser will be entitled to put the work, or parts of it, into use before it has been completed. The work, or the part, will not be deemed to have been completed or accepted as a result of its being put into use. If putting the work into use would require more of the Supplier than reasonably can be demanded, the parties will make arrangements in respect of the consequences in accordance with the principle of reasonableness. The Supplier will continue to bear the risk related to the work until it is completed, and the Supplier will be obliged to replace or repair the work if it is lost or damaged.
- 30.3 The risk of the goods to be delivered will not pass from the Supplier to Purchaser until the work of which the delivery forms part has been completed. Then ownership of the goods will pass to Purchaser at the time of the actual delivery. If Purchaser has paid down payments, the ownership of the goods will pass to Purchaser at the time at which they are manufactured, in which case the Supplier will immediately individualize the goods as belonging to Purchaser. The Supplier guarantees that the full and unencumbered ownership will be transferred.
- 30.4 Goods that Purchaser has provided to the Supplier for repair, handling or processing will be at the Supplier's risk during the period in which they are being repaired, handled or processed. The Supplier waives its right of retention in respect of such goods, in favour of Purchaser.
- 31. Transfer of rights and obligations and subcontracting**
- 31.1 Without Purchaser's written permission the Supplier may not assign transfer, novate or pledge the ownership of the agreement, any part of it, or any rights or claims under the agreement, under any title whatsoever. Without Purchaser's permission the Supplier also may not have any work performed by third parties.
- 31.2 Without Purchaser's written permission the Supplier may not (a) subcontract the agreement or any part of it or (b) engage third parties to do so. Any part of an agreement in which subcontracting or the engagement of third parties is specifically mentioned will constitute an exception to this rule. Third parties include self-employed person with no staff (zelfstandige zonder personeel), managing directors and majority shareholders, sub suppliers and temporary employment agencies. If Purchaser has given written permission, the Supplier will include the same risk-reducing measures in its agreement with the third party or third parties in question, as included in the General Terms and Conditions of Purchase and the contract for the provision of services with Purchaser.
- 31.3 Without Purchaser's written permission the Supplier will not hire in personnel from third parties.
- 31.4 The granting of the permission referred to in subsections 1, 2 and 3 will not mean that any obligations ensuing from this agreement has lapsed.
- 31.5 If the work is subcontracted and it appears that the Supplier does not fulfill its obligations towards the parties it has engaged for the performance of the work, Purchaser is entitled to directly fulfill those obligations and / or to take over the agreement with the third party. All payments made in this context and costs incurred are at the expense of Purchaser and can be set off against payments that Purchaser owes to Supplier.
- 32. Materials, parts, attestations, drawings and similar articles made available by Purchaser**
- 32.1 Unless otherwise agreed, Supplier will arrange equipment and tools required for the execution of the assignment / work itself. Purchaser is not obliged to guard or insure this material, the tools and Purchaser is not liable for damage or loss thereof, unless caused by intent or gross negligence on the part of Purchaser.
- 32.2 Materials, parts, attestations, drawings and similar articles that Purchaser makes available to the Supplier in connection with the performance of the agreement will remain the property of Purchaser. The Supplier must clearly mark them as such and individualize them in a manner that is recognizable to third parties. They must be returned in good condition after the agreement has been performed. Until the articles referred to in subsection 1 have been returned to Purchaser they will be held at the Supplier's risk. The Supplier will be obliged to properly maintain those articles.
- 32.3 The Supplier will insure all the articles that it receives from Purchaser in connection with the agreement at its own cost, subject to the customary conditions, against the risks related to their being lost or damaged in whole or in part as a result of fire, theft or destruction.
- 32.4 When it receives the articles referred to in this Article the Supplier must check to ensure that they are in accordance with the specifications. They must also be provided with clear markings showing that they are the property of Purchaser. Unless the Supplier has given written notification within a term of seven days after receiving them, Purchaser will assume that the articles referred to in this Article have been provided to the Supplier in good conditions and in accordance with the specifications.
- 33. Dutch Wages and Salaries Tax and Social Security Contributions (Liability of Sub suppliers) Act (Wet ketenaansprakelijkheid)**
- 33.1 The Supplier must comply with the statutory obligations to remit statutory payroll tax in respect of its employees as described in Article 25.1(f).
- 33.2 The Supplier indemnifies Purchaser in respect of any claims brought by the Dutch Tax Authorities in respect of statutory payroll tax due for its employees. This includes any interest, penalties and costs, as well as costs related to legal assistance to oppose a possible claim.
- 33.3 Without prejudice to the provisions contained in subsections 1 and 2, the Supplier must maintain such adequate accounting records that for each project the wage component can be determined. Purchaser will be entitled to inspect those accounting records at any time. The Supplier will indicate the actual wage costs in each invoice.
- 33.4 Purchaser may pay the Supplier the statutory payroll tax related to the work, for which it is jointly and severally liable on the ground of the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act, by transferring the relevant amount to its guarantee account within the meaning of the Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act (de "G-rekening"). Purchaser may also transfer the statutory payroll tax directly to the Tax Authorities, in which case Purchaser will no longer have any obligation to pay the statutory payroll tax to the Supplier.
- 33.5 Unless the parties have agreed otherwise Purchaser will directly transfer an applicable percentage of the wage component - and 50% if that percentage is unknown - for the statutory payroll tax to the relevant account of the Tax Authorities or to the Supplier's guarantee account.
- 33.6 Purchaser may change that percentage if it appears that the agreed percentage is not in accordance with the statutory payroll tax that the Supplier actually owes.
- 33.7 A direct transfer or transfer to the guarantee account will be deemed to be a payment constituting a valid discharge of payment liability.
- 33.8 If the VAT reverse charge rule applies in respect of the agreement, the Supplier will indicate that fact in each invoice.
- 34. Export and Anti-corruption**
- 34.1 Supplier must comply with all laws and regulations applicable to the delivery of goods, works and / or services, including and without restrictions that of the European Union, the United States and the countries in which the Supplier is established, regarding the export

and re-export. of goods, software, technology and services.

- 34.2 Supplier will store and maintain all documentation required under all relevant foreign trade legislation and regulations and provide these to Purchaser upon request. Supplier will provide the Export Control Classification Number (ECCN) or Munitions List (ML) for strategic goods and services that apply to the goods, the work and / or the services, the HS code (adapted harmonized system) and the country of origin. Supplier provides end-use certificates that are required for delivery by foreign suppliers.
- 34.3 Supplier shall arrange the required export licenses at his expense for the goods from his country of origin. Supplier may not make or offer loans, gifts, services or other payments, directly or indirectly, in cash or in kind, with the object of influencing any action or decision, or a director, officer, employee or agent of Purchaser, any third party, or entice government officials to perform or refrain from performing an act in order to obtain or retain an improper advantage or otherwise secure an improper advantage.

IV. SPECIAL PROVISIONS GOVERNING THE PROVISION OF WORKERS

In addition to the General Part (I), Special Provisions contained in part III and this part (IV) also applies in respect of the provision of workers.

35. Permit

- 35.1 Insofar as necessary the Supplier must have a permit to provide workers.
- 35.2 Employees who are deployed must have valid proof of identity and (if applicable) a valid work permit and residence permit in their possession.

36. Personal protective equipment and tools

- 36.1 The Supplier must provide employees with safety goggles and safety boots, and tools.
- 36.2 If necessary Purchaser will make available to the employees a safety helmet and safe work clothes with the Purchaser logo. The Supplier must ensure that the employees actually use that protective equipment.
- 36.3 The protective equipment referred to in subsection 2 must be returned to the designated Purchaser employee within one week after the work has ended. A deposit will be deducted from the Supplier's final invoice for each set of protective equipment that is not returned.

37. Timesheets

- 37.1 The Supplier is obliged to fully cooperate with any and all reasonable administrative measures that Purchaser takes with respect to its monitoring the staffing levels at the workplace or the work that Purchaser has signed off. This can include timesheets for each employee.

38. Invoicing and payment

- 38.1 Invoices must be in compliance with the requirements contained in the Dutch Value Added Tax Act of 1968 (Wet op de Omzetbelasting 1968). The Supplier must in any event include the following information, clearly and conveniently arranged, on the dated and numbered invoices:
- Purchaser's purchase number and the Supplier's purchase number that relates to the work;
 - the work and location(s) where the work was performed, to which the invoice relates;
 - the period of time and the work performed, to which the invoice relates;
 - the wage costs; and
 - the timesheets signed by Purchaser.
- 38.2 If staff are hired in, the Supplier must indemnify Purchaser against any claims brought by the Dutch Tax Authorities in respect of any VAT that is due.
- 38.3 If staff are hired in, the full, invoiced amount of the VAT may be transferred directly to the relevant account of the Tax Authorities or to the Supplier's guarantee account.
- 38.4 A direct transfer or transfer to the guarantee account will be deemed to be a payment constituting a valid discharge.

39. Termination of the agreement/dismissal of personnel

- 39.1 Purchaser may prematurely terminate the agreement governing the provision of workers. Purchaser will notify the Supplier in this regard at least three working days in advance in the event of normal termination.

This is the English translation of the Dutch General Purchase Conditions 2018-002. In case of any ambiguities, the Dutch version shall prevail.