

1. Definitions and explanations

- 1.1. In these General Purchase Conditions, the following capitalised terms have the meanings attributed to them in this article.

General Purchase Conditions: these General Purchase Conditions;

Builder: the private company with limited liability Alblasserdam Yachtbuilding B.V., the private company with limited liability Alblasserdam Yachtbuilding Holdings B.V., the private company with limited liability Alblasserdam Yachtbuilding Shipyards B.V., the private company with limited liability Alblasserdam Yachtbuilding Properties B.V., the private company with limited liability Alblasserdam Yachtbuilding Construction B.V., or the private company with limited liability Mercury Yacht Construction B.V., to each of whom independently applies these General Purchase Conditions;

Devices: all items used by the Supplier in executing the Order or conducive to the Products or intended for use in the application of Products and forming a part of the scope of supply, such as but not restricted to (digital) drawings, calculations, moulds, models, instructions, manuals and software;

Employees: all employees of the Supplier and all (other) persons who, within the framework of the agreed work and/or delivery of Products and/or Devices, are or shall be employed by or performs or will perform work for the Supplier or a Subcontractor or by, for or via any (other) third party (regardless of the nature of the work).

Supplier: the natural or legal person, the partnership or any other entity to whom Builder sends a request for an offer or proposal and/or who submits an offer or proposal to Builder and/or with whom Builder concludes an Order.

Subcontractors: all parties who, whether directly or indirectly through one or more subcontractors or one or more of their direct or indirect subcontractors, are engaged by the Supplier to perform work and/or supply Products and/or Devices by virtue of an Order.

Order: the contract between Builder and the Supplier pertaining to the sale and/or delivery of Products and (in so far as is part of the Order) Devices, and/or the performance of work, such as but not restricted to a contract for services and/or contracting for work and/or any other agreement by virtue of which work is performed without there being a relationship of employment, which also includes the Order providing for the supply of employees by the Supplier to Builder. Where in these General Purchase Conditions the term 'Order' is used, this is (also) to be considered to include these General Purchase Conditions, unless it follows from the context that this is not the intention.

Products: the material objects, materials, base materials, consumables, services and other items supplied by the Supplier, including all items that are processed in the realisation of Products. Software, designs, (digital) drawings and comparable goods shall insofar as necessary be considered to be included in the term "Products".

- 1.2. Where in these General Purchase Conditions terms are used in plural, whether or not defined, they are considered to include the singular and vice versa. Provisions formulated in plural are

considered to also apply to the singular where such will be the case (are, in so far as necessary deemed to have been drafted in the singular) and vice versa. Terms used to imply the feminine gender are considered to also imply the male gender and vice versa. Any term and/or phrase introduced or followed by the words "and/or" shall mean either such term or phrase separately, collectively or any combination of such term and/or phrase.

- 1.3. In all cases in which Builder is entitled to rescind the Order by virtue of the Order or these General Purchase Conditions, this shall be considered to include full as well as partial rescission.
- 1.4. In these General Purchase Conditions, (sections of) ships are considered to fall under the buildings of Builder, even to the extent that such (sections of) ships are no longer located within its buildings or have already been launched, while "within buildings" is insofar as necessary also considered to be read as "in, to or on (sections of) ships".
- 1.5. In these General Purchase Conditions, the wharf and the other premises and buildings of Builder are considered to be the wharf, premises and buildings used by Builder and located in Alblassterdam and Zwijndrecht, the Netherlands.
- 1.6. In these General Purchase Conditions, intent or wilful recklessness on the part of Builder is considered to be: intent or wilful recklessness by Builder itself and/or by (a member of) any of the corporate bodies of Builder and/or by any of its managers, including any of its subordinate managers, and/or by any (other) person charged with the management of its business operations.

2. Applicability

- 2.1. These General Purchase Conditions shall apply to all requests for an offer or proposal issued by Builder, each offer and each proposal made by the Supplier for the purpose of concluding an Order and each agreement concluded between the Supplier and Builder.
- 2.2. Deviations from or alterations of these General Purchase Conditions or of any Order and agreement to which those provisions apply shall only be valid if explicitly agreed in writing by Builder.
- 2.3. In the event that any provision of these General Purchase Conditions is found to be contradictory to any provision of the Order to which these General Purchase Conditions apply, the provision of the Order shall prevail.
- 2.4. If any provision of these General Purchase Conditions or of any Order is or becomes invalid, it shall not affect the validity of the other provisions of these General Purchase Conditions and/or the Order. In such case, the invalid provision shall be replaced by a valid provision, which shall correspond to the greatest possible extent to the effects to be achieved by the invalid provision.
- 2.5. In the event of a conflict between the Dutch text of these General Purchase Conditions and a translation thereof, the Dutch text shall prevail.

3. Secrecy

- 3.1. The Supplier shall be obliged (i) to keep secret all confidential information of Builder obtained by the Supplier, through whatever means, prior to and/or at the occasion of and/ or after entering into the Order, (ii) to only make use of such confidential information if and to the extent required for issuing an offer, making a proposal or fulfilling his obligations under the Order and (iii) to only disclose confidential information to his Subcontractors and/or Employees if and to the extent required for issuing an offer, making a proposal or fulfilling his obligations under the Order, and

only after submitting them to the obligation to keep the confidential information in question secret and to only use such information subject to the same conditions to which the Supplier is subject by virtue of this article 3.1 in respect of such use.

- 3.2. In these General Purchase Conditions, confidential information of Builder is considered to be all information relating to (i) Builder and/or its business operations and/or any of the thereto associated companies and/or the business operations of any of those companies, and/or (ii) any of the clients and/or any of the other relations of Builder, including, without being limited thereto, names and particulars as to his (their) address(es), and/or (iii) any of the ships that are being or have been designed and/or built by or in the name of Builder by order of any of those clients and/or (iv) the (ultimate) direct and/or indirect owner(s) of any of those ships, including, without being limited thereto, names and particulars as to his (their) address(es), and all information comparable to the aforesaid information referred to in this article 3.2.
- 3.3. The Supplier shall be obliged to refrain from making takes, including, without limitation, photographs, drawings, film-, video-, and sound recordings (“takes”), at the wharf of Builder and/or on its premises and/or in its buildings and/or of and/or on board of any ship that is being or has been designed and/or built by or in the name of Builder and from disclosing and/or distributing and/or publishing any such takes (whether or not such takes have been made by or at the order of the Supplier) and to ensure that such takes shall not be taken and/or made and/or disclosed and/or distributed and/or published by any of its directors and/or any of the members of its staff and/or any company related to the Supplier and/or any director and/or any member of the staff of any such related company and/or any Subcontractor and/or any Employee, and/or by any third party present at the wharf and/or on the premises and/or in the buildings in question and/or on board of and/or in the vicinity of any such ship on the Supplier's behalf or at his request or invitation. The Supplier shall furthermore be obliged to refrain from granting interviews to third parties without prior written permission from Builder and to ensure that such interviews shall not be granted by any of its directors and/or any of the members of its staff and/or any company related to the Supplier and/or any director and/or any member of the staff of any such related company and/or any of his Subcontractors and/or any of his Employees and/or any other party referred to in the first sentence of this article 3.3, to the extent that any such interview directly or indirectly pertains to any offer or any proposal issued for the purpose of concluding an agreement with Builder and/or to (the execution of) the Order.
- 3.4. The Supplier guarantees Builder that its directors, the members of its staff, all related companies, and all directors and all members of the staff of such related companies, the Subcontractors, Employees and the third parties referred to in article 3.3 shall comply with the obligations of the Supplier under article 3 as if they were their own obligations. The Supplier shall furthermore be bound to compensate Builder for all damage it incurs if such compliance is not adhered to.

4. Formation of the agreement

- 4.1. All offers and all proposals issued by the Supplier shall, unless agreed otherwise, be valid for a period of 90 days, during which period they shall be considered irrevocable.
- 4.2. Each offer made by Builder for the purpose of concluding an Order shall be considered to have been issued without obligations and may be withdrawn even after its acceptance by the Supplier, with the proviso that such a withdrawal is effected immediately after acceptance and as long as no Order was concluded in the manner described in article 4.3 of these General Purchase Conditions.

- 4.3. The Order and each amendment thereof shall be effected by means of a written acceptance issued by Builder of an offer or proposal from the Supplier. Except to the extent to which Builder and the Supplier agree otherwise in a concrete case, an order confirmation issued by the Supplier shall count as a proposal for the conclusion of an agreement, the proposal of which must first be accepted in writing by Builder before it constitutes an Order.
- 4.4. If the written order from Builder deviates on more than secondary points from the proposal issued by the Supplier, the Order shall be effected in accordance with the written order from Builder upon expiry of a period of five days following the signature date of the order, with the proviso that the Supplier has not rejected the order in writing within this period, or as much earlier as the Supplier has commenced execution of the order.
- 4.5. If Builder submits a written order to the Supplier without a proposal having been issued by the Supplier for the purpose of concluding the Order, that order shall count as a proposal from Builder, in which case the Order shall, contrary to the provisions of article 4.3 of these General Purchase Conditions, be effected as soon as the Supplier has signed and returned it to Builder within five days of it having been sent to the Supplier, or if the Supplier has commenced his performance within this period and has therefore accepted the proposal of Builder, all except to the extent that Builder applies the provisions of article 4.2. If after expiry of this period of five days the Supplier as yet signs and returns the written order or commences execution of the order, the Order shall be considered effected, with the proviso that Builder notifies the Supplier in writing within five days that his confirmation or execution of the order is considered to be timely made or commenced.
- 4.6. For on-call contracts, the obligation to deliver shall each time come into existence at the moment at which the order for a (partial) delivery that has been sent by post, courier or electronic means (e-mail or fax), has been received by the Supplier.
- 4.7. The general conditions of the Supplier shall not apply to the Order concluded by Builder with the Supplier. Any application of those conditions is hereby explicitly rejected.

5. Prices

- 5.1. The agreed prices are excluding VAT. All costs relating to compliance with the obligations of the Supplier, such as but not restricted to the costs of packaging, certifications, inspections, overhead and transport shall be considered to be also included in the price.
- 5.2. The prices shall be fixed, unless the Order specifies the circumstances that might give rise to a price adjustment, as well as the manner in which the adjustment in question is to be implemented.
- 5.3. When concluding the Order, the Supplier and Builder shall be considered to have acknowledged the risk of adjustments being made to the prices of base materials, labour, insurances, freight rates, taxes and levies and of laws and other government measures being amended, rescinded and introduced following formation of the Order. If and to the extent that those circumstances did not give rise to a relevant clause on price adjustments being included in the Order by the Supplier and Builder, those circumstances shall be at the risk of the Supplier and shall never be considered to be unforeseen circumstances.

6. Invoicing and payment

- 6.1. The Supplier shall send specified invoices to Builder only after all agreed Products and (to the extent they are part of the Order) Devices have been delivered and possible additional work such as, but not only, installation/assembly of the Products and Devices in question has been

- finalised, and/or the agreed work has been performed and, if so agreed, the acceptance test conducted and the Products, Devices and work accepted by Builder.
- 6.2. The invoiced amounts shall each time correspond with the agreed amounts. Credit limitation surcharges shall never be due, unless explicitly agreed otherwise.
 - 6.3. All invoices shall be compiled pursuant to all thereto relating statutory requirements set out in the Dutch Insurance Tax Act 1968 (*Wet op de Omzetbelasting 1968*), the Dutch Collection of State Taxes act 1990 (*Invorderingswet 1990*), the Dutch Implementation Regulations for the liability of recipients, Subcontractors and Clients 2004 (*Uitvoeringsregeling Inleners-, keten- en Opdrachtgeversaansprakelijkheid 2004*) and any other applicable legislation. To the extent that the Order (also) pertains to the performance of work, the wage costs shall be specified on the invoices, and the invoices in question shall comply with the requirements referred to hereinafter in article 22 as well as with all thereto relating statutory requirements. In this article 6.3 and in article 6.5, the term requirements is also considered to include said conditions, for example in respect of the limitation of (vicarious) liability.
 - 6.4. A payment term of thirty days shall be applied for all invoices.
 - 6.5. If an invoice does not comply with the invoicing requirements referred to in article 6.3 and/or article 22 of these General Purchase Conditions, Builder shall be entitled to return the invoice in question and only pay any amount specified on that invoice after it has received a new revised invoice which complies with the relevant requirements, in which case payment shall be made within the payment term of the revised invoice as referred to in article 6.4 of these General Purchase Conditions.
 - 6.6. The payment of an invoice by Builder does not constitute an acknowledgement that the delivered Products and/or Devices and/or performed work comply with the Order or are free of defects.
 - 6.7. In the event of untimely compliance on the part of Builder with its payment obligations, Builder must be given written notice of default and granted a reasonable term of at least thirty days within which to as yet comply with the unfulfilled obligation before being in default.
 - 6.8. In the event that Builder becomes liable for payment of interest due to untimely compliance, that interest shall be equal to the interest rate of the European Central Bank for basic funding transactions (Euribor, twelve months' tariff) that was applicable at the time when the default occurred.
 - 6.9. In all cases involving an advance payment by Builder, Builder shall each time be entitled to demand from the Supplier that he provides a security in the form of a bank guarantee to the satisfaction of Builder and to the amount of the sum to be paid in advance or already paid (the advance amounts yet to be paid or already paid). The bank guarantee must in that case be issued by a bank with a good reputation and a rating that is at least as high as the rating of a first class Dutch commercial bank with its principal place of business in the Netherlands. The cost of providing the bank guarantee shall be at the expense of the Supplier. As long as the bank guarantee has not been provided, Builder shall be entitled to suspend payment of each and any amount invoiced to it without being in default of payment or owing interest, and the payment term of the invoice (the invoices) in question shall not commence.
 - 6.10. If the Supplier fails to comply with any of his obligations under the Order, Builder shall be entitled to suspend compliance with its obligations in accordance with the provisions of article 15.2, in which case this right of suspension shall also apply to the obligation to pay any and all amounts

invoiced to it and to all amounts that have become due to Supplier in any other manner, regardless of the agreement whereunder any such amount has or will become due. If the right of suspension of Builder lapses as a result of the Supplier as yet complying with his obligations, the payment term for each and any invoiced amount referred to in article 6.4 of these General Purchase Conditions and for each and any other amount due by Builder shall re-commence.

7. Alterations, additions and omissions

- 7.1. Builder shall at all times be entitled to demand from the Supplier that the scope and/or the qualities of the Products and/or Devices to be delivered and/or work to be performed is/are altered, while Builder shall furthermore be entitled to alter the drawings, models, specifications and suchlike relating to the Products and/or Devices to be delivered and/or work to be performed.
- 7.2. If in the opinion of the Supplier an alteration as referred to in article 7.1 of these General Purchase Conditions should have consequences for the agreed price and/or delivery time, then he shall be obliged to notify Builder thereof in writing as soon as possible, yet no later than within five days following notification of the proposed alteration, but always before the alteration is carried out, failing which the Supplier shall be obliged to implement the alteration without being able to claim an adjustment of the price and/or the delivery time.
- 7.3. If Builder and the Supplier reach agreement on the adjustment of the price and/or delivery time desired by the Supplier, the adjustment to the scope and/or the qualities of the Products and/or Devices to be delivered and/or the work to be performed and/or the modifications in the drawings, models, instructions, specifications and suchlike relating to the Products and/or Devices to be delivered and/or work to be performed, the adjusted price and/or delivery time shall be laid down in writing, after which there shall exist a situation of agreed additional and/or reduced work.
- 7.4. If, as a result of an adjustment desired by Builder, no agreement can be reached between Builder and the Supplier about the consequences of that adjustment for the price and/or delivery time, the adjustments in the scope and/or qualities of the Products and/or Devices to be delivered and/or work to be performed and/or modifications in the drawings, models, instructions, specifications and suchlike relating to the Products and/or Devices to be delivered and/or work to be performed, shall not be implemented, unless Builder demands from the Supplier that the additions and/or reductions be implemented in accordance with its request for alteration/the alterations and, within five days after having requested the Supplier to implement the (desired) alteration, has instituted a claim against the Supplier in respect of the dispute about the consequences of that (desired) alteration for the price and/or delivery time pursuant to the provisions of article 26.2 and 26.3 of these General Purchase Conditions.
- 7.5. Alterations in the scope and/or the qualities of the Products and/or Devices to be delivered and/or work to be performed by the Supplier and/or the modifications in the drawings, models, instructions, specifications and suchlike relating to the Products and/or Devices to be delivered and/or work to be performed, proposed by the Supplier shall only be effected after a written agreement has been concluded between Builder and the Supplier about the consequences of these alterations and/or modifications, failing which the Supplier shall not be entitled to such consequences (irrespective whether these alterations and/or modifications have been executed).

8. Packaging and storage

- 8.1. The Supplier shall be obliged to package and preserve all Products and (to the extent they are part of the Order) Devices it delivers in such a manner that those Products and Devices can be transported without sustaining damage and stored without sustaining damage for a period of at least one year. All packaging materials must be recyclable.
- 8.2. The Supplier shall be obliged to ensure that all Products and Devices subject to the Order bear the necessary markings, texts and labels in accordance with instructions provided by Builder. The Supplier shall be obliged to ensure that those markings, texts and labels are at all times clearly visible from the front and the back in preparation of and during transport.
- 8.3. If it has been agreed between Builder and the Supplier that Products and/or Devices are to be stored prior to transfer/delivery, then that storage must be in a protected, covered, waterproof and, insofar as necessary or desirable in view of the Products and/or Devices in question, heated and secured storage place. Builder shall at all times be entitled to inspect each storage space. If a storage space is rejected by Builder, the Supplier shall be obliged to transfer the Products and Devices in question to another storage space as soon as possible.
- 8.4. The Supplier shall be liable towards Builder for all damage caused by inadequate packaging and/or inadequate preservation, as well as for all damage, each destruction and each loss due to theft or otherwise occurring as a result of or during the storage of the Products and/or Devices referred to in article 8.3 of these General Purchase Conditions, regardless of the location at which they are stored and regardless of whether Builder invokes its right of inspection as referred to in article 8.3 of these General Purchase Conditions, as well as, more in general, for all damage to, each destruction and each loss of Products and/or Devices occurring prior to the transfer referred to in article 10.1 and 10.2 of these general Purchase Conditions or the delivery thereof to Builder. Article 8.3 and this article 8.4 shall apply accordingly in any case where any goods that are owned by Builder will be stored by the Supplier at Builder's request.
- 8.5. Builder may grant that, subject to further agreed conditions, the Supplier make use of the wharf of Builder and/or its premises and/or buildings for the storage of goods belonging to the Supplier and/or his Subcontractors. Builder shall at all times be entitled to withdraw such permission without giving reasons. The storage of goods belonging to the Supplier and/or his Subcontractors shall be entirely at the risk of the Supplier. Except in the case of intent or wilful recklessness on the part of Builder, Builder shall not be liable for any damage caused at any time to any of the goods belonging to the Supplier and/or any of his Subcontractors stored on the wharf, on any premises or in any of the buildings referred to in this article 8.5 and also not for damage incurred due to the destruction or loss of such goods, for whatever reason. Insofar as related to the goods referred to in this article 8.5, the Supplier shall be obliged to indemnify Builder against any claim from any of the Subcontractors of the Supplier pertaining to goods that are stored on the wharf of Builder or any of its premises or in any of its buildings, and furthermore to compensate Builder in the event that any of those Subcontractors enforces any such claim, and furthermore to repay all costs of legal assistance and all other costs incurred by Builder for its defence against any such claim, unless such claim is the result of intent or wilful recklessness on the part of Builder.
- 8.6. If so requested by Builder, the Supplier shall be obliged to take back packaging and packaging materials at his own risk and expense, even if it has been borrowed. Moreover, Builder shall at all times be entitled to return packaging and packaging material to the Supplier at his expense.
- 8.7. The processing respectively destruction of packaging and packaging materials shall be the responsibility of the Supplier. In the event that packaging and/or packaging materials are processed or destroyed by Builder at the request of the Supplier, this shall be done at the risk and expense of the Supplier.

9. General obligations, quality and nature of the Products, Devices and work.

9.1. The Supplier shall be expected to have a full understanding and full knowledge of the nature of the Products and Devices to be delivered, as well as of the scope of all work related to the execution of the Order, as well as of all thereto applicable conditions, laws and regulations. The Supplier shall furthermore be expected to be familiar with all relevant regulations and recommendations made by classification societies, national and (insofar as applicable) international and foreign authorities and with the prevailing standards and business practices in the Western European super yacht building industry.

9.2. The Supplier guarantees that:

- the Products and Devices to be delivered shall be new and of excellent quality and free of defects, and that if work is performed, that work shall be performed by professional personnel and with the use of new materials of excellent quality;
- the Products, Devices and work shall be fully in compliance with the relevant provisions of the Order, the given specifications and the requirements for such Products, Devices and work as applied in the Western European super yacht building industry, proceeding from the customary high quality objectives and standards of that sector;
- the Products and Devices shall be suitable for their designated purpose as follows from the specifications in the Order and shall furthermore by virtue of the Order or, if no provisions have been made on the matter in the Order, based on the designated use of the Products and Devices, comply with all applicable Dutch and other (foreign and international) government regulations and with all other applicable requirements; and
- The Products and Devices shall, in accordance with the applicable European directives, comply with the CE marking respectively the EC statement of conformity for machines/safety components or the "manufacturer's statement" as well as with all other markings and statements applicable under such directives, or under any comparable directive, even to the extent that they replace or complement existing regulations. The Supplier shall submit the EC statement of conformity to Builder.

9.3. The Supplier shall at his own risk and expense ensure the timely acquisition of all clearances, permits, certificates and licences required for the execution of the Order or on the basis thereof and shall furthermore ensure compliance with the provisions contained therein. Where any (one or more of) the clearances and/or permits and/or certificates and/or licenses will not be acquired and/or compliance with the provisions contained therein cannot be met, this shall never justify reliance on Force Majeure.

10. Execution and delivery

10.1. The Order must be executed at the agreed location. The delivery (*oplevering*) of work and the transfer (*levering*)/delivery (*aflevering*) of Products and Devices must take place at the agreed location, on the agreed transfer/delivery date and within the agreed term. If no location and/or date and/or term have been agreed, then transfer/delivery shall take place at a location, on a date and within a term determined by Builder following consultation with the Supplier. All transfer/delivery dates and terms agreed on between the Supplier and Builder, and all transfer/delivery dates and terms determined by Builder in accordance with this article 10.1 shall each time be considered to be fixed and final.

- 10.2. The transfer/delivery of Products and the transfer/delivery of Devices shall take place on a "delivery duty paid" basis in accordance with the version of the Incoterms that is applicable at the moment at which the Order is formed and at a location agreed on or designated by Builder.
- 10.3. If circumstances occur on which basis an agreed transfer/delivery delivery date or term may be expected to be exceeded, the Supplier shall be obliged to immediately notify Builder thereof in writing.
- 10.4. If any transfer/delivery date or term agreed on or determined by Builder in accordance with article 10.1 of these General Purchase Conditions is exceeded by the Supplier, then the Supplier shall be in default without any notice of default being required and, without prior notice of default being required, forfeit an immediately due and payable penalty to Builder at the amount of one percent of the agreed price for each day that the transfer/delivery date or term agreed on or determined by Builder is exceeded, with a maximum of ten percent of the agreed price (unless another penalty and/or other penalty maximum is/are specified in the Order, in which case the penalty and/or the penalty maximum specified in the Order shall prevail). The penalty shall not substitute any form of compensation for damages nor any compliance (*nakoming*) of the obligation that has not been performed, and Builder shall (therefore) in addition to imposing the penalty and demanding compliance and compensation be entitled to institute any other action and any other (legal) act to which it is entitled by virtue of the Order and/or at law. In the event of rescission, the penalty shall be payable for the entire term up to the date of rescission, with the proviso that the penalty shall never be higher than the agreed maximum amount (if such a maximum amount has been agreed).
- 10.5. The Supplier shall only be authorised to partially deliver Products and/or Devices and perform work in stages if so agreed with Builder and if this does not give rise to an increase of the costs/price for Builder. Builder shall be entitled to return partial deliveries that have not been agreed to the Supplier at such Supplier's risk and expense, without this leading to any alteration of the agreed obligations of the Supplier and therefore without the Supplier being entitled to demand alteration of transfer/delivery dates, terms, payment of the agreed instalments or making demands of any other kind.

11. Inspections, surveys and testing

- 11.1. Inspections and/or surveys and/or testing by Builder and/or persons and/or institutions designated by Builder may be performed prior to, during and/or after completion or transfer/delivery, regardless of where the Products and/or Devices in question are located and where the work is being performed. If so required by Builder, the Supplier shall each time grant Builder access to any location where Products and/or Devices are located and/or where work is being performed within the framework of the Order for the purpose of carrying out the inspections and/or surveys and/or testing, in which the Supplier shall also be obliged to render its full cooperation. If so required by Builder, the Supplier shall at the request of Builder, but at the Supplier's expense, make all necessary personal assistance, machinery, (measuring)equipment and materials available to Builder in aid of inspections and/or surveys and/or tests.
- 11.2. If the Supplier performs an inspection, survey or test or has any of these performed, he shall be obliged to notify Builder thereof as much in advance as is necessary for Builder to be present during the inspection, survey or test in question.
- 11.3. Builder and the Supplier, as well as any expert appointed by (one of) them, and, insofar as concerning Builder, its client(s) and the experts of its client(s), shall each time be entitled to be present during inspections, surveys and testing.

- 11.4. All costs of or relating to inspections and/or surveys and/or testing shall be at the expense of the Supplier, regardless of whether the costs in question are incurred in relation to inspections and/or surveys and/or testing performed by the Supplier or inspections and/or surveys and/or testing performed at the request of Builder.
- 11.5. If an inspection, a survey or testing is delayed for reasons that are not caused by a shortcoming in compliance with its obligations on the part of Builder, all costs and all (other) damage arising from that delay shall be at the expense of the Supplier. In the event that Products and/or Devices and/or works are rejected, the costs of subsequent inspections and/or surveys and/or testing, including all relevant costs incurred by Builder, the relevant costs it is obliged to pay under its agreement(s) with its client(s) and all (other) damage, shall be at the expense of the Supplier.
- 11.6. If during an inspection, survey or testing one or more Products, Devices or works are rejected, the Supplier shall be obliged to remedy the defect in question (including the replacement of Products and Devices) at his own risk and expense within the specified term and to have the remedied Object (the Products), the Device (the Devices) or the work (works) re-inspected, re-surveyed or re-tested, without prejudice to all other rights vested in Builder by virtue of the Order and without prejudice to its rights at law. The cost of the remedy cannot be charged by the Supplier as additional work. Rejection by Builder shall not give rise to postponement of the terms agreed for completion or transfer/delivery.
- 11.7. If one or more of the rejected Products, Devices or works are again rejected during subsequent inspection, survey or testing after having been remedied, Builder shall be entitled to have it/them remedied by a third party at the expense of the Supplier, without prejudice to any other right vested in it by virtue of the Order and/or at law.
- 11.8. Inspections and/or surveys and/or testing of Products and/or Devices and/or works conducted by, in the presence, or on behalf of Builder shall not constitute any acknowledgement that the Products and/or Devices and/or works comply with the Order, except in case an inspection, survey or testing is conducted by an independent (government) body (including classification societies) with the intention to establish whether or not Products and/or Devices and/or works comply with the requirements set by the body in question, such as but not restricted to the applicable requirements set by classification societies or flag States. In such cases, the outcome of the inspection, survey or testing shall be binding for Builder and the Supplier to the extent that it pertains to the question whether the Products and/or Devices and/or works in question comply with the requirements set by the body in question; the same shall apply to the outcome of re-inspections.
- 11.9. If during an inspection, survey or testing one or more Products and/or Devices and/or works are rejected, all costs incurred for the remedy or replacement of the Object(s) and/or Device(s) and/or work(s) in question, all thereto related costs, such as but not restricted to the costs of assembly and disassembly, transport costs, the repair of damage to other objects and Devices and all (other) damage sustained by Builder relating to the rejection of the Object(s), and/or the device(s) and/or the work(s) in question, shall be at the expense of the Supplier. If any Object and/or any Device has to be replaced and the ownership of that Object and/or Device was already transferred to Builder at the time of rejection, this shall not affect the obligation of the Supplier to repair or replace the Object and/or Device in question and to pay damages. The ownership of the rejected Object and/or the rejected Device shall be transferred to Supplier after the Object and/or Device in question have (has) been replaced and the replacing Object and/or replacing Device have (has) become the property of Builder in accordance with the provisions of article 14 of these General Purchase Conditions. The cost of transport of rejected Products

and/or Devices that have been replaced by new Products and/or Devices shall be at the expense of the Supplier;

12. Acceptance tests

- 12.1. If an acceptance test has been agreed between the Supplier and Builder, the Supplier shall be obliged to offer the Products and/or Devices and/or works in question for testing on a date agreed between the Supplier and Builder for the purpose of establishing whether the Products and/or Devices and/or works in question comply with the Order. To the extent that no relevant provisions have been included in the Order, the Supplier and Builder shall, prior to the acceptance test, mutually determine the procedure to be followed and the term within which or the date on which the test is to be conducted. The Supplier shall refrain from offering Products and/or Devices and/or the works for the acceptance test if he knows or can reasonably be expected to know that those Products and/or Devices and/or works will be rejected.
- 12.2. If the acceptance test has been concluded successfully, then the acceptance of the Products and/or Devices and/or works in question shall be effected by the signing of the acceptance protocol. If Products and/or Devices and/or works to be accepted are found to have minor defects that will not impede the commissioning of the ship in which/to which/on which the Products and/or Devices in question are installed or placed and/or works are performed in accordance with the agreement concluded by Builder with its client, the class requirements applicable to the ship in question, the law and other regulations, the acceptance test shall be considered to have been successfully concluded, with the proviso that the client(s) of Builder who commissioned the construction of the ship in question agree(s), the Supplier must provide a security for compliance with his obligations, including a sum reasonably estimated by Builder to be the amount of the possible compensation for damages, and the defects can and will be remedied within a period to be determined by Builder. A new acceptance test shall be conducted after the minor defects referred to in this article have been remedied. Such a test shall be conducted subject to the provisions of this article. All costs relating to the new acceptance test shall be at the expense of the Supplier.
- 12.3. If an acceptance test is conducted twice without approval being given, Builder shall be entitled at its own discretion to fully or partially rescind the Order or have it fully or partially rescinded, or to have the Products and/or Devices and/or works in question repaired or supplied or performed by a third party at the expense of the Supplier, without prejudice to the other rights vested in Builder by virtue of this Order and without prejudice to its rights at law. This article shall be equally applicable to the extent that so-called minor defects are rejected twice, with the proviso that rescission of the Order shall then only be possible if the Client(s) of Builder has/have the agreement concerning the ship to which the Products and/or Devices and/or works relate rescinded extrajudicially or has/have it rescinded by legal means (either in whole or partially).
- 12.4. The acceptance of Products and/or Devices and/or work shall not relieve the Supplier from his obligations under the Order, including without limitation, obligations pertaining to the guarantee issued by him to Builder.

13. Force Majeure

- 13.1. If on account of a circumstance beyond its will, such as but not restricted to natural disaster, war or threat of war, riot, uprising, terrorist attack, sickness, epidemic, quarantine measure, import or export ban or restriction, any strike, governmentally imposed ban or restriction, shortcoming in compliance with its obligations towards Builder on the part of any client of Builder or any other third party, delay in the delivery, transfer or supply to any client of Builder, any order issued by any client of Builder not being performed or being cancelled, or any one or more comparable

circumstances, Builder is not able or cannot be expected to comply with its obligations under the Order (in a timely manner), such will be the case in any of the circumstances referred to in this article 13.1, this shall constitute a circumstance of Force Majeure (non-attributable shortcoming) on its part, and the obligation to comply with the commitment(s) in question shall be suspended until the circumstance on which ground Builder is affected by Force Majeure has ended and compliance shall again be possible.

- 13.2. A situation of Force Majeure on the part of the Supplier shall exist if a circumstance occurs in respect of the Supplier which justifies reliance on article 6:75 of the Dutch Civil Code (non-attributable shortcoming).
- 13.3. The Supplier shall only be allowed to rely on Force Majeure towards Builder if he notifies Builder of the circumstance in question as set out in article 13.2 of these General Purchase Conditions and relies thereon in writing as soon as possible, yet by no later than within five days after its occurrence, subject to submission of the necessary documents of proof.

14. Transfer of ownership and risk

- 14.1. All Products and (in so far as part of the Order) all Devices to be supplied to Builder by the Supplier by virtue of the Order concluded between Builder and the Supplier shall be for the risk of the Supplier until their delivery at the agreed location. The ownership of each separate Object and each separate Device in question shall be transferred to Builder at the moment of its delivery (*aflevering*), unless the transfer of ownership has then already taken place by virtue of any provision under the Order or these General Purchase Conditions. Devices used by the Supplier in the execution of the Order, such as but not restricted to moulds, dies and templates, shall pass into the ownership of Builder as soon as those Devices are delivered to the Supplier or manufactured by him. The transfer of property and ownership shall be effected as a result of the Supplier holding the Devices in question for Builder as from the moment at which those Devices were delivered to the Supplier or manufactured by him.
- 14.2. If Products are created as a result of uniting, mixing/amalgamation or otherwise, those Products shall be transferred to the ownership of Builder at the moment of their creation, regardless of whether they contain goods or materials that are the property of Builder at such time. The Supplier shall each time be considered to have created the Products for Builder and shall each time hold those new Products for Builder as property of Builder.
- 14.3. If, in view of compliance on the part of the Supplier with his obligations under the Order, Builder makes goods available to the Supplier, the Supplier shall be obliged to clearly mark those goods as the property of Builder and hold them for Builder.
- 14.4. If so requested by Builder, the Supplier shall, within 5 days of the request in question, be obliged to submit to Builder a written statement of ownership made out to Builder for all Products and all Devices referred to in article 14.1 and/or article 14.2 of these General Purchase Conditions and to sign/conclude all other documents, deeds and (other) agreements that are required to effect the transfer of ownership of those Products and those Devices to Builder (to the extent that this has not yet been done in accordance with the provisions of article 14.1 and/or article 14.2 of these General Purchase Conditions).

15. Shortcoming, suspension, rescission and liability

- 15.1. If the Supplier files a petition for a moratorium or (whether or not at his own request) will be declared bankrupt, or if the Netherlands Debt rescheduling of natural persons Act is declared applicable to him, or if the Supplier discontinues his business, or if the Supplier is dissolved or

offers his creditors a settlement outside the moratorium or bankruptcy on the basis of which the creditors are required to agree to partial payment of their claims, or if attachment is levied against the Supplier and that attachment is not revoked within a period of four weeks, or if any person working in the salaried employment of or otherwise employed by Builder is or will be paid or is or will be offered to be paid a remuneration of whatever kind by or on behalf of the Supplier with the intention of inducing that person to have Builder conclude any agreement (including the Order) with the Supplier or to perform any other factual or legal act, he shall be in default or be considered to be in default towards Builder of complying with his obligations under the Order.

- 15.2. If the Supplier fails to comply with any of his obligations under the Order or is considered to fail in such compliance, including the occurrence of any event referred to in article 15.1, he shall, without notice of default being required and therefore by the mere fact of noncompliance towards Builder, be in default, and Builder shall be entitled to suspend compliance with its obligations under the Order without being held to submission of any (written) warning, notice of default or summons to the Supplier, and furthermore to rescind the Order or have the Order rescinded without any notice of default being required, all without prejudice to the other rights vested in Builder by virtue of the Order and without prejudice to its rights at law.
- 15.3. In the event of a circumstance of Force Majeure on the part of the Supplier, the right of Builder to rescind the Order or have the Order rescinded shall not be affected. This shall apply equally in the event of a circumstance of Force Majeure on the part of Builder. If, in any event of a circumstance of Force Majeure, Builder proceeds to rescind the Order or have the Order rescinded, Builder and the Supplier shall not be bound to pay any damages in respect of each other. In the event of a circumstance of Force Majeure on the part of Builder or on the part of the Supplier, the Supplier shall not be entitled to rescind the Order or have the Order rescinded.
- 15.4. Without prejudice to any special provision of the Order pertaining to the provision of security by the Supplier (also in case of any such special provision applying), the Supplier shall be obliged at the first request of Builder to provide the form of security for compliance with his obligations under the Order as required by Builder, to supplement that security and, if Builder deems such to be appropriate, to change one or more existing securities, each time in such a manner that compliance with his obligations on the part of the Supplier is, in the opinion of Builder, fully guaranteed, failing which Builder shall be entitled to suspend compliance with its obligations under the Order without being held to submission of any (written) warning, notice of default or summons to the Supplier and, if required by Builder, to rely on article 15.2 of these General Purchase Conditions.
- 15.5. The Supplier shall be liable to Builder for all damage sustained by Builder due to noncompliance on the part of the Supplier with his obligations under the Order.
- 15.6. The Supplier shall be liable to Builder for all Subcontractors, Employees and other persons directly or indirectly used by the Supplier for or in connection with the issue of an offer and/or the issue of a proposal to conclude the Order and/or compliance with his obligations under the Order, and shall furthermore be obliged towards Builder to compensate Builder for all damage incurred by Builder in the event that one of those persons in doing so acts unlawfully in respect of Builder, or if the Supplier fails to comply with his obligations under the Order as a result of any actions or omission on the part of such a person. In such cases Supplier shall not be entitled to rely on Force Majeure.
- 15.7. Except in the event of intent or wilful recklessness on the part of Builder, the Supplier shall be obliged to indemnify Builder against all claims that third parties, including, without limitation, employees of Builder, may have against Builder in relation to a shortcoming on the part of the

Supplier in complying with his obligations under the Order and/or any act and/or omission on the part of the Supplier and/or on the part of any of the Subcontractors and/or Employees and/or on the part of any of the other persons for whom the Supplier is liable, at any time, insofar as any such act and/or omission is concerned, to the extent that the act or omission in question is in any way related to the execution of the Order or the presence of the Supplier and/or any of his Subcontractors and/or any of the Employees and/or any of the other persons for whom the Supplier is liable, on the wharf of Builder and/or on the other premises and/or in the buildings of Builder, regardless whether such claims will be based on any contract will be unlawful, or will be based on any other ground. Except in the event of intent or wilful recklessness on the part of Builder, the Supplier shall be liable to Builder for all damage incurred by Builder in the event that a third party enforces a claim as referred to in this article 15.7 against Builder, including but not restricted to all costs of legal assistance and all other costs incurred by Builder to put up a defence against such a claim.

- 15.8. The Supplier shall be obliged to insure himself at his own expense against the risks of contractual and non-contractual liability. The Supplier shall be obliged to take out a liability insurance covering his liability in respect of such risks to an amount of at least EUR 250,000.00 per claim, with a maximum of at least EUR 1,000,000.00 per annum, in which recourse against Builder and subrogation shall be excluded, and, as long as not all of Supplier's obligations under the Order have been complied with, to maintain that insurance and to always comply with his obligations towards insurers arising from it. The Supplier shall be obliged at the first written request of Builder to submit to Builder a copy of the insurance policy and of proof of payment from which it is evident that the owed premiums have each time been paid in a timely manner.
- 15.9. If Builder fails to comply with its obligations under the Order, it shall only be in default after having been given notice of default, in which it shall each time be granted a period of at least thirty days during which to as yet comply with the obligations to which it is subject. In the event of non-timely payment of a monetary debt, Builder shall be obliged to pay interest in accordance with the provisions of article 6.8 of these General Purchase Conditions. Except in the event of intent or wilful recklessness on the part of Builder, Builder shall for the remainder not be liable for the damage incurred by the Supplier due to noncompliance on the part of Builder with its obligations under the Order (regardless of whether there is question of attributable shortcoming (*toerekenbare tekortkoming*) on the part of Builder). This article 15.9 shall apply accordingly in any case where the Supplier files a claim against Builder that is (also) based on any unlawful act, or on any other ground.
- 15.10. Except in the event of intent or wilful recklessness on the part of Builder, Builder shall not be liable to the Supplier, his Subcontractors, Employees and other persons directly or indirectly used by the Supplier for or in connection with the issue of an offer and/or the issue of a proposal to conclude the Order and/or compliance with his obligations under the Order (nor to any of them individually) for the damage they incur (he incurs) as the result of any act and/or any omission on the part of Builder and/or of any member of its personnel and/or any assisting person and/or any other third party it directly or indirectly uses in complying with its obligations under any agreement, and/or his presence on the Wharf of Builder, and/or on any of its other premises and/or in any of its buildings, regardless of whether the claim will be based on an (attributable) shortcoming on the part of Builder in the compliance with its obligations under the Order, an unlawful act or on any other ground.
- 15.11. The Supplier shall be obliged to indemnify Builder against all claims from the Subcontractors, Employees and other persons referred to in article 15.10 of the General Purchase Conditions (and from each of them individually), to the extent that this involves claims in respect of which Builder is not liable under that article, fully compensate Builder if any Subcontractor, Employee

or any such other person enforces such claim against Builder and to furthermore compensate Builder for all costs of legal assistance and all other costs incurred by Builder for its defence against such claim.

- 15.12. The Supplier shall be obliged to indemnify Builder against all claims from employees of Builder and against all claims from other third parties (and from all claims from each of them individually) insofar that such claims are based on the assertion that Builder is bound towards them (any of them) to compensate the damage they incur (any one of them incurs) due to the fact that the Supplier, his Subcontractors and/or Employees and/or other persons referred to in article 15.10 enforce (or any one of them enforces) a claim as referred to in that article against them (any one of them), to indemnify Builder against any such claim and to furthermore compensate Builder for all costs of legal assistance and all other costs incurred by Builder for its defence against any such claim, with the proviso that this article 15.12 shall not be applicable if the damage is caused by the intent or wilful recklessness on the part of Builder.
- 15.13. Except in the event of intent or wilful recklessness on the part of Builder, Builder shall not be liable to the Supplier nor to any person present on the wharf of Builder, on any of its other premises or in any of its buildings at the request or on the invitation of the Supplier for the damage they incur (he incurs) (i) as the result of any act and/or any omission of Builder and/or of any member of its personnel and/or of any assisting person and/or of any other third party, Builder directly or indirectly uses in complying with its obligations under any agreement, and/or (ii) in relation to their (his) presence on the Wharf of Builder, on any of its other premises or in any of its buildings, regardless of whether the liability is based on the Order, on an unlawful act or any other ground.
- 15.14. The Supplier shall be obliged to indemnify Builder against all claims from the persons referred to in article 15.13 of these General Purchase Conditions (and from all claims from each of them individually) and to compensate Builder in respect of such claims and furthermore to compensate Builder for all costs of legal assistance and all other costs incurred by Builder for its defence against such claims, with the proviso that this article 15.14 shall not be applicable if the damage is caused by the intent or wilful recklessness on the part of Builder.
- 15.15. Provisions in these General Purchase Conditions that are intended to limit or exclude the liability of Builder or to create an obligation of the Supplier to hold harmless and indemnify Builder do not apply insofar as such provisions are in contravention of article 6:185 DCC, in any case where any deviation from such article 6:185 DCC, according to article 6:192 DCC will be null and void or voidable and Supplier may rely on the provisions of article 6:192 DCC.

16. (Extra)judicial costs and waiver of right

- 16.1. In the event that Builder incurs (extra) judicial costs as a result of noncompliance on the part of the Supplier with his obligations under the Order, those costs shall be entirely at the expense of the Supplier, even to the extent that those costs relate to the submission of various, demands for payment, notices of default, (settlement)proposals and/or other preparatory acts.
- 16.2. The Supplier with respect to Builder waives the right to appeal for suspension of any of his obligations under the Order, the right to appeal to any right of retention vested in him, the right to setoff any claim he has against Builder against any debt he has to Builder, as well as the right to attachment by a debtor in respect of a counterclaim against Builder (*eigen beslag*).

17. Guarantee

- 17.1. If Products and/or Devices and/or works are found not to be in compliance with the provisions of article 9.2 of these General Purchase Conditions and/or the Order, the Supplier shall be obliged at the first request of Builder at the Supplier's account and within a term determined by Builder to repair or replace, such to be determined at the discretion of Builder, defective Products and defective Devices and to re-perform defective work. If the Supplier fails to comply with his obligations referred to in this article 17.1, he shall be in default towards Builder without any notice of default being required, and Builder, without prejudice to any of the rights vested in it by virtue of the Order and without prejudice to its rights at law, shall be entitled to proceed with replacement, repair or re-performance at the expense of the Supplier or have defective Products and defective Devices repaired or replaced by a third party, and faulty work re-performed by a third party, at the expense of the Supplier. Builder shall be free to invoke this right without being obliged to notify the Supplier in advance.
- 17.2. If no separate written period of guarantee has been agreed between Builder and the Supplier, the period of guarantee shall be twelve months as from the date of completion or delivery. For Products and Devices intended to be incorporated or installed in, or attached on, to or in, or intended to be used on board of any ship being built by Builder and for work performed on board of such ship, the period of guarantee after completion or delivery shall continue until twelve months have lapsed, to be calculated as from the date on which the ship in question was delivered by Builder to its client(s) and taken into service. For repaired or replaced Products, repaired or replaced Devices and re-performed work, the period of guarantee shall be twelve months, to be calculated as from the date on which the Products and/or Devices have been repaired or replaced and/or the work re-performed, with the proviso that the period of guarantee for these Products and Devices and that work shall never be shorter than the initial period of guarantee.
- 17.3. Except to the extent to which an acceptance test has been agreed between Builder and the Supplier, Builder shall not be obliged to investigate Products and/or Devices and/or work prior to, during or after completion or delivery and shall not lose its rights to claim damages and specific performance nor any other right in respect of any remedy if it does not investigate any such Object and/or Device and/or work. Builder shall notify the Supplier of any defect or non-conformance within two months of it becoming evident to Builder. The defects or nonconformities in question shall in that case be remedied in accordance with the provisions of article 17.1 of these General Purchase Conditions.
- 17.4. The provisions of article 17 shall not in any way affect the other rights vested in Builder by virtue of the Order and its rights at law. Therefore, this article does not limit the liability of the Supplier.
- 17.5. The Supplier guarantees that spare parts required for the repair and/or maintenance of the Products and/or Devices shall be available for and will be delivered to Builder for a period of ten years following delivery of those Products and Devices to Builder at prices in line with market conditions (price level as at the date of purchase of the supplied Products and Devices, allowing for the customary inflation adjustment and margin).

18. Intellectual property rights

- 18.1. If an intellectual property right is attached to Products and/or Devices, the Supplier shall be obliged to ensure that Builder acquires the right to use the same at no cost by means of a non-exclusive, worldwide, perpetual, royalty free, transferable and irrevocable licence, with the right to sub licence, which, at the discretion of Builder but at the expense of the Supplier, shall be registered in all (public) registers in which registration is possible. The licence must be granted to Builder by no later than the date on which the ownership of the Products and/or Devices in question is transferred to Builder and will provide Builder and each other licensee with the right

to use, maintain, repair, sell, transfer and change the Products and/or devices for which the licence has been granted in the manner they deem (she deems) appropriate.

- 18.2. All intellectual property rights that come into existence as a result of the execution of the Order by the Supplier and/or any Subcontractor and/or any Employee, shall vest in Builder. The Supplier shall be obliged at the first request of Builder to do everything necessary to acquire these rights, to transfer them to and register them in the name of Builder, to the extent that these rights are not acquired by Builder and in its name. All costs incurred for the acquisition of the intellectual property rights, to transfer them to and to have them registered in the name of Builder shall be at the expense of the Supplier.
- 18.3. Builder and the Supplier agree and the Supplier guarantees Builder that the Products and Devices to be delivered and works to be performed shall not infringe any rights vested in third parties, such as but not restricted to (intellectual) property rights and rights pertaining to know-how, regardless of whether those rights are or may be registered. The Supplier shall be obliged to indemnify Builder and its clients against all claims from third parties in respect of any right as referred to in this article 18.3, to compensate Builder and its clients in the event of such claims against Builder and/or (one or more of) its clients being enforced by any third party, and furthermore to fully compensate Builder and its clients for all costs of legal assistance and all other costs incurred by them (and all such costs incurred by any of them) for (their/its) defence against such claims.

19. Safety and the environment

- 19.1. At the wharf and all other premises and all buildings of Builder the Oceanco Yard Regulations, HSSE Workbook and the (other) Builder (company) regulations apply. These regulations shall be handed over to the Supplier by Builder prior to or at the occasion of the formation of the Order, to which they shall be applicable.
- 19.2. Prior to performing work on the wharf and/or on the other premises and/or in the buildings of Builder, the Supplier shall be obliged to familiarise himself with the Oceanco Yard Regulations, HSSE Workbook and the other (company) regulations and locally applicable legislation and prevailing working conditions to the extent that those working conditions might affect compliance on the part of the Supplier with his obligations under the Order. The Supplier shall never be allowed to appeal to a circumstance of Force Majeure to the extent that the appeal in question is based on or related to any obligation under (company) regulations and/or legislation and/or amendments thereto and/or the working conditions referred to in the first sentence of this article 19.2, and such (company) regulations and/or legislation and/or amendments and/or working conditions shall never constitute a ground for amendment of the Order on account of additional work, altered circumstances or any other reason.
- 19.3. If the Supplier performs work on the wharf and/or on the other premises and/or in the buildings of Builder, he shall be obliged to comply strictly with the working conditions and environment regulations of Builder, the other applicable (company) regulations and all legal regulations pertaining to the safety and the environment referred to in the working conditions regulations, environmental laws and other legislation.
- 19.4. The Supplier shall be obliged to ensure that his Subcontractors, Employees and other persons directly or indirectly used by him for or in connection with compliance with his obligations under the Order are familiar with and comply strictly with the substance of the Oceanco Yard Regulations, HSSE Workbook and all other (company) regulations and all legal regulations pertaining to the safety and the environment set out in the working conditions , environmental legislation, and any other legislation.

- 19.5. If Builder, whether or not based on any of the (company) regulations it applies, provides the Supplier with oral or written instructions pertaining to safety and/or working conditions and/or the environment, the Supplier shall be obliged to fully adhere to those instructions and to ensure that those instructions are also fully adhered to by his Subcontractors, Employees and other persons directly or indirectly used by him for or in connection with compliance on his part with his obligations under the Order.
- 19.6. If, in performing work on the wharf of Builder, on one of its other premises or in one of its buildings, the Supplier wishes to use chemical substances, he shall only be permitted to have those substances available or store or use those substances on the wharf of Builder, on one of its other premises or in one of its buildings after having obtained prior written permission to that effect from Builder. If the Supplier has chemical substances available or stores or uses those substances on the wharf of Builder, on one of its other premises or in one of its buildings, the Supplier shall each time be obliged to comply strictly with the Oceanco Yard Regulations, HSSE Workbook of Builder, its other (company) regulations and all relevant legislation. If any damage is suffered by Builder due to or in connection with the presence, the storage or the use of chemical substances of or by the Supplier, or of or by any of its subcontractors or of or by any of its employees on Builder's wharf, on one of its other premises or in one of its buildings, the Supplier shall be obliged to compensate Builder for that damage, unless the damage in question is due to intent or wilful recklessness on the part of Builder. The Supplier shall be obliged to indemnify Builder against claims from third parties that are based on or related to the presence and/or storage and/or use of chemical substances of or by the Supplier, or of or by any of its subcontractors or of or by any of its employees on the wharf of Builder, any of its premises or in any of its buildings and furthermore to fully compensate Builder in the event that a third party enforces such claim against Builder, and furthermore to compensate Builder for all costs of legal assistance and all other costs incurred by Builder for its defence against such claim, unless the claim in question is the result of intent or wilful recklessness on the part of Builder.
- 19.7. The Supplier shall be obliged to remove all waste and packaging that it produces or that is produced under its responsibility in the manner referred to in the Oceanco Yard Regulations, HSSE Workbook, any other (company) regulations of Builder and the applicable legislation.
- 19.8. Chemical waste must be removed separately in accordance with the applicable requirements set out in the Oceanco Yard Regulations, HSSE Workbook any other (company) regulations of Builder and the applicable legislation. For each removal of chemical waste by the Supplier, the Supplier shall be obliged to submit a statement to Builder specifying the toxic properties of each object to be removed.
- 19.9. If costs are incurred by Builder in relation to the processing or removal of waste and/or packaging and/or chemical waste referred to in article 19.7 and/or article 19.8, those costs shall be at the expense of the Supplier. The Supplier shall be liable for and shall indemnify Builder against all damage incurred by Builder and against all damage incurred by any third party, as a result of waste and/or packaging and/or chemical waste not being removed or not being removed in a timely manner and shall furthermore be obliged to compensate Builder for all costs of legal assistance and all other costs it incurs for its defence against such claims, regardless of whether the Supplier has adhered to the Oceanco Yard Regulations, HSSE Workbook any other applicable (company) regulations and the applicable legislation, unless where any such damage has been caused by the intent or wilful recklessness on the part of Builder.
- 19.10. Without prejudice to his other obligations under article 19, the Supplier shall be in default towards Builder without notice of default being required if he fails to comply with any of his obligations towards Builder under article 19 of the General Purchase Conditions and be obliged to

compensate Builder for all damage it incurs as a result and to indemnify Builder against claims from third parties to the extent that those claims are based on or related to noncompliance on the part of the Supplier with any of his obligations under article 19. This clause shall apply equally in the event that any Subcontractor, any Employee or any other person for whom the Supplier is responsible acts in violation of any obligation arising for the Supplier from article 19. The liability for damages and obligation to indemnify on the part of the Supplier incorporated in this article 19.10 shall in that case be fully applicable. The obligation to compensate Builder for damage and the obligation to indemnify Builder as set out in this article 19.10, shall not apply in case the damage has been caused by intent or wilful recklessness on the part of Builder.

- 19.11. Without prejudice to the other provisions of the General Purchase Conditions, Builder shall, in the event that the Supplier fails to comply with any of his obligations towards Builder under article 19, be entitled to stop the work performed by the Supplier until, to the judgment of Builder, compliance with the obligation in question is sufficiently guaranteed by the Supplier. If Builder exercises its entitlement to stop the work performed by the Supplier, the Supplier shall neither be entitled to an increase of the price or extension of the delivery time/postponement of the delivery date or any other alteration in the Order nor be entitled to claim damages / compensation of costs.
- 19.12. If the Supplier fails to comply with any of his obligations towards Builder under article 19 of these General Purchase Conditions and a fine and/or other sanction is imposed on Builder by or on behalf of any government body due to such noncompliance, including, without limitation, the revocation of any license, the Supplier shall be obliged to compensate Builder for that fine and/or that other sanction. If so required by Builder, the Supplier shall, after a request to that effect has been made to the Supplier by Builder, directly and immediately pay a sum in the amount of the fine owed by Builder to the authority to whom the fine has to be paid, without prejudice to the obligation of the Supplier to fully compensate Builder for noncompliance with the obligation in question and without prejudice to the other rights vested in Builder by virtue of the Order and without prejudice to its rights at law.
- 19.13. The Supplier shall be obliged to only use approved tools on the wharf of Builder, its other premises and in its buildings. Electric manual tools must have double insulation and must comply with NEN3140 requirements. The tools must at all times be kept in a good state of maintenance and defects must always be repaired immediately. Provisions relating to the work, such as but not restricted to scaffolding, temporary work floors, hoisting hooks and suchlike may only be installed, adjusted and/or removed following prior written permission of Builder. Work in which use is made of gas and/or oxygen must at all times be performed with material and tools provided by Builder and with gas and oxygen provided by Builder.
- 19.14. When performing work on the wharf of Builder, on one of its other premises or in one of its buildings, the Supplier shall be obliged to adhere to the working hours that are applied by Builder. Outside these working hours the Supplier shall not be allowed to perform any work at those locations other than with the prior written permission of Builder. If the Supplier by virtue of the Order wishes to perform work outside the working hours applied by Builder on the wharf of Builder, on one of its other premises or in one of its buildings, but Builder, for reasons of its own, does not grant permission for that work to be performed, the Supplier shall each time be and remain to be obliged to comply strictly with all obligations under the Order, without being entitled to an increase of the price or extension of the delivery time/postponement of the transfer/delivery date or any other alteration in the Order and without being able to claim damages / compensation of costs.

20. Transfer of rights and obligations; subcontracting

- 20.1. The Supplier shall not be entitled to transfer any right and/or obligation under the Order to any third party or fully or partially pledge any of its rights under the Order, without the prior written permission of Builder. This article is intended to exclude the transfer of any right of the Supplier and the pledge of any right of the Supplier under the Order, without the prior written permission of Builder (contains a stipulation as referred to in article 3:83.2 of the Dutch Civil Code) and consequently no such transfer and no such pledge will have any legal effect. Work performed by virtue of the Order may only be outsourced and subcontracting agreements regarding such work may only be concluded if so permitted by Builder in writing.
- 20.2. The Supplier shall not be entitled to use hired labour without prior written permission of Builder. Such permission shall in any event not be granted if labour is hired from third parties other than bona fide employment agencies. Within the meaning of this article, bona fide employment agencies are exclusively considered to be employment agencies that are established in the Netherlands and have been certified by the Dutch Labour Standards Association (*Stichting Normering Arbeid*) and are a member of the Dutch Association of Temporary Work Agencies (*Algemene Bond Uitzendondernemingen*) or the Dutch Association of Intermediary Organizations and Temporary Employment Agencies (*Nederlandse Bond van Bemiddelings- en Uitzendondernemingen*).

21. Documentation

- 21.1. The Supplier shall by no later than the moment of delivery or completion be obliged to submit to Builder all certificates and all documentation belonging to the scope of delivery, such as but not restricted to manuals, user instructions and drawings, respectively ensure that such documents are then submitted to Builder by the appropriate authorised (government)body including, without limitation, any classification societies. All certificates must be final and free from comments and limitations.
- 21.2. Builder shall be free to make use of the documentation as it sees fit, including the reproduction thereof for own use. To the extent that a copyright is not vested in Builder by virtue of article 18.2 of these General Purchase Conditions, the license referred to in article 18.1 of these General Purchase Conditions shall equally pertain to the documentation referred to in article 21 and to the right to use the documentation in the manner as set out in this article 21.2.

22. Allocation of Employees and (vicarious tax) liability

- 22.1. If the Supplier supplies Builder with Employees, the Supplier shall be obliged to provide adequate (protective)clothing, personal protective equipment and gear and ensure by means of adequate supervision that those Employees, without prejudice to all other obligations, in particular comply with all obligations referred to in articles 3 and 19 of these General Purchase Conditions, as if they were their own obligations.
- 22.2. The Supplier shall each time at the request of Builder be obliged to submit the following (written) information/documentation to Builder:
- a. the Dutch and/or foreign tax withholding number of the Supplier;
 - b. to the extent that the Supplier is established in the Netherlands, an extract from the register of the Chamber of Commerce from which it is evident that the Supplier is registered with the Trade Register as a supplier of personnel;
 - c. to the extent that the Supplier is established in the Netherlands, a statement no older than three months from a Dutch accountant or accountant-administration consultant

from which it is evident that all Employees work in the salaried employment of the Supplier and that, in accordance with the applicable legislation, income tax and contributions are being withheld. If the Supplier is established outside the Netherlands, the statement must originate from a person with a similar function as a Dutch registered accountant or accountant-administration consultant.

- d. to the extent that the Supplier is established in the Netherlands, a payment history statement no older than three months originating from the Dutch tax authorities; and
 - e. to the extent that the Supplier is established in the Netherlands, a copy of the blocked G-account (*G-rekening*) agreement in the name of the Supplier.
- 22.3. If so requested by Builder and furthermore prior to the work being performed, the Supplier shall each time and for each Employee be obliged to submit to Builder the following (written) information/documentation:
- a. a copy of a valid identity document of the Employee (to the extent legally permitted);
 - b. the citizen service number of the Employee (to the extent legally permitted);
 - c. a copy of the form containing details of the Employee for the wages tax and social securities contributions or a foreign equivalent thereof;
 - d. the name, first names, place of residence and address of the Employee;
 - e. a valid A1 or E-101 statement or corresponding document from which it is evident that the Employee is subject to the social security laws of a State other than that of the Netherlands and that no social security contributions are payable in the Netherlands (insofar as applicable);
 - f. a valid work permit pertaining to the Employee (insofar as applicable);
 - g. a valid residence permit pertaining to the Employee (insofar as applicable); and
 - h. a valid statement from the Social Insurance Bank from which it is evident that the Employee is subject to the social security laws of a State other than that of the Netherlands and that no social security contributions are payable in the Netherlands (insofar as applicable).
- 22.4. The Supplier shall be obliged to comply strictly with all of his legal obligations as a withholding agent. Insofar as relating to income tax and/or social insurance contributions, the Supplier shall be obliged at the first request of Builder to make his personnel, salary, tax return and payment administrations available for inspection by Builder. The Supplier shall be obliged to maintain an administration in accordance with all relevant requirements under the applicable legislation, including, without limitation, the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (*Wet Ketenaansprakelijkheid*).
- 22.5. All invoices submitted to Builder by the Supplier shall each time be in compliance with the relevant requirements set out under the Dutch Turnover Tax Act 1968 (*Wet op de Omzetbelasting 1968*), the Dutch Collection of State Taxes Act 1990 (*Invorderingswet 1990*), the requirements referred to in article 6.1 of the Dutch Implementing Regulations for the Liability of Recipients, Subcontractors and Clients 2004 (*Uitvoeringsregeling inleners-, keten- en opdrachtgeversaansprakelijkheid 2004*) and under all other applicable Dutch legislation. All invoices shall each time be drafted in such a way as to specify which part of the invoiced amounts pertain to the wage sum and which part of those amounts pertain to other items. In this article 22.5, the term

requirements is also considered to include said conditions, for example in view of the limitation of (vicarious) liability.

- 22.6. Builder shall at all times on behalf of the Supplier be entitled to withhold social insurance contributions and income tax payable in respect of the execution of the Order from the amounts payable to the Supplier and to directly pay those amounts to the Dutch tax authorities (Collector of Dutch Taxes) or any other collecting body.
- 22.7. In the event that the Supplier concludes an agreement that (also) constitutes an obligation to perform work, he shall be obliged to ensure that he has a G-account at his disposal that complies with all relevant legal requirements prior to the commencement of that work. Without prejudice to the rights of Builder under article 22.6 of these General Purchase Conditions, Builder shall be entitled for each invoice to determine at its discretion the part of the amount for which it is liable under the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (*Wet Ketenaansprakelijkheid*) and/or other legislation, and deposit that amount into the G-account of the Supplier. Each payment of any amount by Builder into the G-account of the Supplier shall serve as discharge for the part of the invoiced amount in question. If and as long as the Supplier does not notify Builder in writing that he has opened a G-account, stating the account number, Builder shall be entitled to withhold the part of any payable amount intended for the G-account and in that case suspend its payment obligation without being obliged to submit (whether or not in advance) any warning, notice of default or summons to the Supplier.
- 22.8. If Builder pays taxes and/or social insurance contributions after having been held liable for payment due to the fact that those taxes and/or contributions were not paid by the Supplier and/or any one or more of his Subcontractors, Builder shall be entitled to recover the entire amount thus paid by Builder from the Supplier. The claim against the Supplier shall be increased by the statutory interest as from the date of payment by Builder to the collecting body(bodies) and by judicial and extrajudicial costs.
- 22.9. Builder shall not be obliged to pay hourly wages/remunerations for any period during which the Employees it hires are unable to perform their work under the Order as a result of a strike or labour disturbances occurring on the part of the Supplier, Builder or a third party, or are unable to perform their work as a result of sickness or holidays or for any other reason. Builder shall not be obliged to compensate any costs incurred by the Supplier during the aforesaid period(s), regardless of whether these costs pertain to machinery, tools, auxiliary materials or other costs.
- 22.10. If the Supplier is established outside the Netherlands, he shall be obliged to ensure that he complies strictly with all regulations to which he is subject by virtue of any 183-day regulation, or any comparable regulation under any Tax Treaty, law or regulation.
- 22.11. Should Builder at any time be obliged to pay the government of the Netherlands and/or any other government and/or any government agency a penalty and/or amount comparable to such penalty, and the liability to pay that penalty and/or that amount relates directly or indirectly (i) to the allocation and/or use of any one or more Employees by the Supplier and/or any of his Subcontractors, in view of or relating to compliance on the part of the Supplier with his obligations under the Order or (ii) in any other way with the performance of its obligations by the Supplier under the Order, the Supplier shall come to owe Builder an amount equal to the penalty imposed on Builder and/or the amount which it owes the government of the Netherlands and/or any other government and/or government agency, plus the extrajudicial costs incurred by Builder for putting up a defence against the penalty and/or claim for payment of the amount. The amount owed by the Supplier to Builder by virtue of this article 22.11 shall immediately be paid by the Supplier to Builder at Builder's first request.

- 22.12. Supplier guarantees vis-à-vis Builder that it is in compliance with and will continue to comply with all its obligations under Dutch laws and regulations, including its obligations relating to timely and full payment of all amounts, on the basis of the employment contract concluded, the Collective Bargaining Order (CAO), the Placement of Personnel by Intermediaries Act (WAADI) and/or any other applicable laws and/or regulations relating to wages, payable to its employees and timely and full payment of wage taxes and national insurance contributions under the social security laws, as well as its obligation to have valid work permits for its employees and the personnel it hires externally, to the extent applicable to them. Supplier will keep proper records demonstrating compliance with the obligations referred to in the first sentence of this article. Supplier guarantees vis-à-vis Builder that it will fully cooperate with controls, audits, wage validation and/or (other) investigations, whether or not government-imposed, regarding correct compliance with the obligations referred to in the first sentence of this article by the appropriate authorities or bodies, and that, at the first request of Builder, it will provide Builder or third parties indicated by Builder with written data relating to (compliance by Supplier with) the obligations referred to in the first sentence of this article as well as all other information deemed necessary or desirable by Builder.
- 22.13. To the extent legally permitted, Supplier shall indemnify Builder for all costs, damages and claims by third parties vis-à-vis Builder in connection with (any violation of) any of Supplier's obligations under this Article 22.
- 22.14. Without prejudice to other provisions in these General Purchase Conditions, Builder is entitled to rescind the Order with immediate effect if the Supplier fails to fulfil its obligations under this Article 22, without prejudice to the liability of the Supplier for any damage to Builder as a consequence thereof.
- 22.15. The Supplier undertakes vis-à-vis Builder that it will impose its all obligations under this Article 22 *mutatis mutandis* on all third parties with whom the Supplier enters into an agreement to (either in full or in part) perform its obligations under any Order (including the obligation of such third parties to in their turn impose the obligations of this Article 22 on all third parties with whom they enter into an agreement to (either in full or in part) perform their obligations in connection with any Order).

23. Expertise and conduct of Employees

- 23.1. The Supplier shall be obliged to ensure that all Employees and, more in general, all persons directly or indirectly used by the Supplier to comply with his obligations under the Order, possess the expertise, qualifications and certificates required to properly comply with the obligations under the Order. The Supplier shall be obliged to indemnify Builder against claims from third parties to the extent that such claims are based on or are related to damage caused by Employees and/or, more in general, persons directly or indirectly used by the Supplier to comply with his obligations under the Order, regardless of whether they were skilled, to compensate Builder in the event that such claims are enforced against Builder by third parties, and furthermore to compensate Builder for all costs of legal assistance and all other costs incurred by Builder for its defence against such claims. The obligation to indemnify and the obligation to pay damages of the Supplier referred to in this article 23.1 shall equally apply if a claim for damages within the meaning of this article 23.1 is enforced against Builder by an Employee and/or, more in general, any person directly or indirectly used by the Supplier to comply with his obligations under the Order. The obligations to indemnify and the obligation to pay damages of the Supplier referred to in this article 23.1 shall not apply if the damage is the result of intent or wilful recklessness on the part of Builder.

- 23.2. The Supplier shall be obliged to ensure that all Employees and, more in general, persons referred to in article 23.1 shall refrain from using alcoholic beverages and/or drugs during their presence on the wharf of Builder, on one of its other premises or in one of its buildings and that they shall not be present there while under the influence of alcoholic beverages and/or drugs. The Supplier shall furthermore be obliged to ensure that such Employees and persons do not take photographs, do not make film recordings and do not make any other takings on the wharf of Builder, on one of its other premises or in one of its buildings, and do not in any (other) way infringe the privacy of direct or indirect clients of Builder or do not act in contradiction with any of their confidentiality obligations and that they shall behave themselves in such manner as may reasonably be expected by Builder. In order to enforce compliance with these obligations Builder shall at all times be entitled to search all Employees and, more in general, any person referred to in article 23.1 and to search the vehicles, bags, rucksacks and suchlike used by them. The Supplier shall be obliged to ensure that all Employees and persons referred to in article 23.1 render every assistance in the foregoing.
- 23.3. If, in the opinion of Builder, any Employee or person referred to in article 23.1 misbehaves or is found to be incapable of performing the work assigned to him, or refuses to comply with any regulation or instruction in the area of order, safety or the environment, or in any way infringes the privacy of clients of Builder by taking photographs, making film recordings or otherwise or acts in contradiction with any of his confidentiality obligations, or fails to comply with his confidentiality obligations, or is found to be under the influence of alcoholic beverages and/or drugs or uses alcoholic beverages and/or drugs on the wharf of Builder, on one of its other premises or in one of its buildings or does not behave himself in such manner as may reasonably be expected by Builder, Builder shall be entitled to deny the Employee or person referred to in article 23.1 in question access to its wharf, other premises and buildings and to have him removed from those locations, without prejudice to the other rights vested in Builder by virtue of the Order and its rights at law. The Supplier shall in that case be obliged to immediately supply a replacing Employee or person referred to in article 23.1, without Builder being under any obligation to compensate the Supplier for corresponding costs or to pay any damages to the Supplier. The Supplier shall also be obliged to supply a replacement at his own expense in the event of sickness of or a holiday being taken by any of his Employees or any person referred to in article 23.1.
- 23.4. Article 23.2 and article 23.3 shall equally apply to the persons referred to in article 15.13 of these General Purchase Conditions, be it that the Supplier shall only be obligated to replace any such person if and to the extent that such will be necessary or appropriate in view of the performance of its obligations under the Order by the Supplier.

24. Mandate and mediation

- 24.1. In the event that Builder concludes an Order with a Supplier that (also) should be qualified as a mandate agreement or intermediary services agreement, these General Purchase Orders shall continue to apply in full.
- 24.2. In the event that the Supplier concludes an agreement with Builder within the meaning of article 24.1 of these General Purchase Conditions, he shall only be entitled to a remuneration if and to the extent that this has been agreed in writing and that the agreement with the third party to whom the Order referred to in article 24.1 of these General Purchase Conditions pertains was concluded by the Supplier on behalf of Builder (mandate) or effected through his intermediary services (intermediary services agreement).
- 24.3. The right to remuneration lapses if the agreement concluded by the Supplier on behalf of Builder or effected through the intermediary services of the Supplier, is terminated, rescinded, cancelled

or otherwise prematurely discontinued, unless that agreement is rescinded on the grounds of attributable shortcoming on the part of Builder or if non-performance in respect of the agreement in question can be accounted to Builder.

- 24.4. The Supplier guarantees Builder that if an agreement is concluded by the Supplier with a third party on behalf of Builder or through intermediary services of the Supplier, no remuneration or other form of compensation will have to be paid by Builder to any party other than the Supplier in respect of the agreement concluded with that third party, and that no other person shall and will be entitled to claim any remuneration or other form of compensation from Builder, unless a written agreement has been concluded with such other person by Builder on the basis of which that person is entitled to a remuneration or other form of compensation agreed on with Builder. The Supplier shall be obliged to indemnify Builder against all claims from persons constituting a demand for remuneration or other form of compensation, to the extent that the claims in question are claims filed by persons referred to in the first sentence of this article 24.4 (except to the extent to which those persons have concluded a written agreement with Builder, on the basis of which they are entitled to a remuneration or other form of compensation agreed on with Builder), and to fully compensate Builder in respect of such claims.
- 24.5. The right to a remuneration lapses if the Supplier concludes or has concluded an agreement with a third party on the basis of which that third party owes the Supplier compensation or if the Supplier can or is able to claim compensation in respect of such a third party, if the compensation is owed or a claim for compensation is or can be made on account of or in connection with the formation of the agreement on which the Supplier bases his claim for remuneration against Builder.
- 24.6. The right to a remuneration lapses if the Supplier fails to comply with any and all of his obligations arising from article 25 of these General Purchase Conditions, without prejudice to the right of Builder in that case to claim compensation, and without prejudice to the other rights in that case derived by Builder from these General Purchase Conditions and without prejudice to its rights at law.
- 24.7. Builder will never be obligated to pay any expenses to Supplier unless in any case where such has been agreed separately in writing. In any case where Builder and Supplier have agreed that Supplier will be entitled to a remuneration, the reimbursement for expenses will be deemed to be included in the remuneration.
- 24.8. Except in the event of intent or wilful recklessness on the part of Builder, Builder will not be liable to pay damages to Supplier, not even if Supplier suffers damage in consequence of any realisation of a special danger connected to the Order that is not attributable to Supplier, and irrespective of the ground for the claim of Supplier, attributable shortcoming in the performance of its obligations under the Order, unlawful act or otherwise,

25. Anti-corruption policy

- 25.1. The Supplier guarantees Builder that no practice of corruption or bribery exists in his business, and that he has never concluded an agreement after a gift or promise was made by or on behalf of the Supplier to effect that agreement, which includes the Order. The Supplier shall be obligated towards Builder to refrain from offering gifts or making promises to any third party or (on his behalf) having any person do so, or directly or indirectly providing such a person with an opportunity to do so by granting a commission or anything else, with the intention of concluding an agreement or in any way influencing the implementation thereof, and furthermore to comply strictly with all relevant anti-bribery and anti-corruption legislation applicable in any jurisdiction,

including but not restricted to the UK Bribery Act 2010, and to refrain from all activities, practices or conduct prohibited under such laws and regulations.

- 25.2. The Supplier shall be obligated towards Builder to immediately notify Builder of the occurrence of any fact or circumstance of which he is aware and from which it is evident that the Supplier is in default of compliance with any of his obligations under article 25.1 of these General Purchase Conditions.
- 25.3. If the Supplier fails to comply with any of his obligations under article 25.1 and/or 25.2 of these General Purchase Conditions, he shall be in default towards Builder without notice of default being required, and Builder shall be entitled to immediately rescind the Order or have it rescinded by judicial means, without prejudice to the other rights vested in Builder by virtue of the Order and without prejudice to its rights at law.

26. Applicable law and choice of forum

- 26.1. Dutch law applies to each invitation to submit an offer or proposal, each offer and each proposal regarding an Order, the negotiations conducted with the intention to conclude an Order and the Order between Builder and the Supplier. The applicability of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is hereby explicitly excluded.
- 26.2. All disputes arising from or relating to any request for an offer or proposal and/or any offer and/or any proposal regarding an Order and/or the negotiations intended to conclude an Order and/or the Order between Builder and the Supplier shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (*Nederlands Arbitrage Instituut*). The arbitral tribunal shall be composed of three arbitrators. The arbitral tribunal shall be appointed according to the list procedure. The place of arbitration shall be Rotterdam, the Netherlands. The arbitration shall be conducted in the Dutch language. The arbitral tribunal shall decide as amiable compositeur.
- 26.3. In case Builder so prefers, the disputes referred to in article 26.2 shall be exclusively settled by the competent Court in Rotterdam, the Netherlands. In case the Supplier intends to file a claim against Builder, on Supplier's first request Builder shall within fourteen days from such request inform the Supplier whether such claim shall be submitted to arbitration in accordance with article 26.2 or to the court in accordance with this article 26.3.

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