

## HUISMAN TERMS AND CONDITIONS OF PURCHASE

### 1. APPLICABILITY AND DEFINITIONS

1.1. In these Terms:

- a. "Affiliated Companies" means a Party's (ultimate) parent company and any company directly or indirectly controlled by such parent company. For the purpose of this definition the expression "controlled" means the ownership of 50% or more of the issued share capital, or the legal power to direct or cause to direct the general management of the company, partnership or other entity in question whether by share ownership, contract or otherwise.
  - b. "Buyer" means the Huisman entity set out in the Order.
  - c. "Buyer Group" means individually and/or collectively Buyer, including its partners, parents, subsidiaries and Affiliated Companies, agents, representatives, other (sub)contractors of any tier of Buyer (excluding Supplier Group) and their respective employees, servants, officers and directors successors and all their subrogees.
  - d. "Delivery" shall have the meaning as assigned to it in Article 2.3 of these Terms.
  - e. "Order" means any order, purchase order, request or contract issued from Buyer to Supplier including the Terms and any other documents referenced therein.
  - f. "Party" means Supplier or Buyer as the context requires and the term "Parties" refers to Supplier and Buyer collectively.
  - g. "Supplier" means the Party engaged by Buyer for the Work and denoted as such in the Order.
  - h. "Supplier Group" means individually and/or collectively Supplier, including its partners, parents, Affiliated Companies, agents, representatives, suppliers and (sub)contractors of any tier of Supplier and their respective employees, servants, officers and directors, and all their successors and subrogees.
  - i. "Terms" means these Huisman Terms and Conditions of Purchase.
  - j. "Third Party" means any party that is not a member of Buyer Group or Supplier Group.
  - k. "Work" means the supply of goods, performance of the work, services and/or deliverables by Supplier as described in the Order.
- 1.2. References to and applicability of terms of business or any other terms or conditions other than these Terms are hereby expressly rejected and waived, and Parties agree that the Terms shall apply to any inquiries, requests, Orders, quotes and commissions.
- 1.3. Any deviations to the terms shall apply only when there are expressly denoted in the Order in which case such deviations shall take precedence.
- 1.4. If there is a difference in meaning between the English-language version of the Terms and the translation of these Terms into another language, the English-language version shall prevail.

### 2. ORDER

- 2.1. Buyer is entitled to withdraw any inquiry or request, whether verbally or in writing, without any obligations and/or liabilities towards Supplier.
- 2.2. An Order will be deemed accepted by Supplier upon the first occurrence of the following: i) Supplier signing, or delivering to Buyer any letter, form or other written instrument (including electronic communication) acknowledging acceptance of the Work; ii) any performance or start of the Work by Supplier under the Order. Unless specifically agreed otherwise between the Parties in writing, Supplier shall not be entitled to any compensation before the Order is accepted by both Parties.
- 2.3. Unless agreed otherwise in writing, the prices stated in the Order are: i) fixed; ii) exclusive of any applicable Value Added Tax; but iii) inclusive all other taxes, duties, levies, fees, charges, sales and business tax; and iv) based on the term of delivery: Delivered at Place (DAP) ("Delivery") to the agreed place of delivery according to the version of Incoterms applicable at the time of Order.
- 2.4. Supplier guarantees that it has an unambiguous and full understanding of the Order, the Work and Delivery. Supplier shall supply the Work in accordance with the applicable rules and regulations including the Terms, specifications, warranties, representations, conditions, certificates, drawings, procedures and manuals. If Supplier has any doubts regarding the fitness of the Work for the intended purpose, Supplier will inform Buyer immediately. Supplier shall be responsible for any changes to any applicable laws, rules, regulations or requirements, whether published or entering into force prior to or after the Order was entered into.
- 2.5. Notwithstanding the generality of the foregoing, Buyer shall remain liable for errors, omissions and inconsistencies in the information provided by Buyer to Supplier where Supplier, exercising reasonable care and diligence, could not have discovered the error, omission or inconsistencies.
- 2.6. If Supplier has no demonstrable experience regarding the Work or intended use or purpose of the Work, or if the Work to be delivered is still at a 'prototype' stage, Supplier shall inform Buyer of this in writing before entering into an Order.
- 2.7. Supplier shall observe the programme and delivery schedule that is part of the Order. If no detailed schedule or programme is part of the Order, Supplier shall issue such schedule or programme within one (1) week after the date of the Order. Supplier shall provide regular progress updates during the execution of the Work, detailing the (scheduled) progress of the design, production, inspection, testing and delivery phases of the Order. Supplier shall immediately inform Buyer in writing when Supplier becomes aware of any circumstances which may adversely affect its ability to meet any of its obligations in whole or in part under the Order, including but not limited to meeting the Delivery time, quantity and/or quality of the Work. Any deviations from such programme or delivery schedule require the prior approval of Buyer. If Supplier's actual progress of the Work does not conform to the programme or delivery schedule, Buyer shall have the right, without prejudice to its contractual or other rights and remedies, to require Supplier to initiate such actions as are necessary, in the opinion of Buyer, to correct the situation. Such actions, which shall be at the cost of Supplier, may include additional manpower, additional shifts, amendments to Supplier's schedule, accelerated recovery processes or such other measures as deemed

appropriate by Buyer.

- 2.8. Supplier shall not subcontract or assign the Order or part thereof, unless express prior written consent is given by Buyer. In such event: i) Supplier shall make the Terms applicable to the subcontractors; and ii) any subcontracting or assignment shall not affect Supplier's obligations and liability under the Order. Upon reasonable request Buyer shall provide an unpriced copy of any subcontract or supply agreement entered into by Supplier in connection with the Order, for the purpose of review.
- 2.9. Unless agreed otherwise, Supplier is entitled to submit its invoice upon Delivery. Payment of all correctly submitted invoices shall be within 60 days of receipt thereof. Submitted invoices shall separately state any amount due for V.A.T.
- 2.10. Buyer shall have the right to offset any amounts owed to it by Supplier against any invoices issued, if the outstanding amount owed to Buyer exceeds the value of issued invoices. Such amount shall be considered a debt from Supplier to Buyer.
- 2.11. Buyer shall have the right to assign or novate the Order to Buyer's client by notice in writing to Supplier. Supplier hereby already agrees to such novation, conditional to receipt of Buyer's notice. Supplier shall provide its cooperation in execution of any formalization requirements of Buyer's client for such novation. Upon execution of the novation, Buyer shall not be liable anymore towards Supplier for any liabilities in connection with the Order.

### 3. TAX

- 3.1. If applicable, Supplier shall be responsible for complying with all customs regulations relating to the Order and/or materials to be incorporated into the Work. Supplier shall maintain such records and provide documentation as may be required to satisfy customs authorities as to the usage, disposal and/or re-export of equipment and/or materials provided for the Works. In the event of failure of Supplier to comply, Supplier shall be liable for and shall hold harmless Buyer from any resulting fines, penalties, costs and/or any loss of importation bonds.

### 4. QUALITY, HEALTH, SAFETY AND ENVIRONMENT

- 4.1. Supplier shall have an implemented and documented system for Quality Assurance ("QA") according to the current ISO 9001 Standard/EN ISO 9001 or equivalent. Supplier shall perform the Work in full compliance with the QA system and in strict compliance with the quality control system and specification as specified in the Order.
- 4.2. Buyer requires that: i) Supplier has in place a health, safety and environment ("HSE") management system complying with all applicable laws and regulations and industry sector good practices; and ii) will conduct the Work under that HSE management system; and iii) Supplier actively pursues the highest standards of HSE performance.
- 4.3. Failure to meet these standards and failure to produce evidence of a well-maintained and documented HSE management system may be regarded a material breach of the Terms.
- 4.4. If the Work is performed on Buyer's or Buyer's client's premises, the persons performing the Work shall be fit for the execution of the Work. Supplier shall comply with all applicable rules, regulations, programmes, policies and procedures, including any drug and/or alcohol abuse regulations in effect at all work sites.

### 5. INSPECTION, TESTING, CERTIFICATION

- 5.1. Supplier shall ensure that the Work is inspected and tested and is in conformity with the specifications of the Order before Delivery. If the Work has to be tested and/or approved by a certifying authority, Supplier will arrange such testing or approval as per the Order and coordinate such testing and/or approval at its own risk and expense, unless agreed otherwise in the Order. Buyer has the right but not the obligation to witness or independently verify the testing and/or approval process by Supplier. Any such inspection and testing shall not relieve Supplier of any obligations under the Order.
- 5.2. Buyer, its clients, or any Third Party so appointed by Buyer may at any time after issuance of the Order carry out inspections or tests of the Work, which shall not relieve Supplier from any of its obligations under the Order. Supplier shall fully cooperate with these inspections and shall arrange free access to Supplier's or its subcontractors' premises and any other premises where the Work is being performed. Supplier shall, at Buyer's request, within 1 week of such request issue a progress report of the Work and hand over any inspection and/or test reports and/or certificates which are already available.
- 5.3. All documentation, including but not limited to (material) certificates, inspection and approval or test reports as specified in the Order shall be supplied to Buyer prior to or on Delivery, unless otherwise agreed in the Order.
- 5.4. Buyer has the right at any reasonable time to audit and take copies of extracts from Supplier's and its (sub)contractor's books, accounts, records and original documents and computer data relating to the Order.

### 6. DELIVERY AND TRANSPORT

- 6.1. The agreed times of (partial) Delivery of the Work is of fundamental importance to Buyer Group. If Supplier fails to meet the agreed (partial) delivery times, it shall automatically be in default.
- 6.2. Unless otherwise agreed in writing, delivery and transport is undertaken in accordance with the applicable Delivery term as denoted in the Order for the account of and at the risk of Supplier.
- 6.3. Supplier shall provide sound packaging that is suitable for the method of Delivery, including where necessary the provision of cribbing, stowing, sea fastening and equipping with crane hooks and/or fittings for the (un)loading of the Work, or as otherwise described in the Order.
- 6.4. Unless otherwise agreed in the Order, the place of Delivery shall be the office

address of Buyer.

6.5. The receipt of and/or payment for the Delivery of the Work or parts thereof shall not be regarded as acceptance or conformity of the Work as supplied.

6.6. In case of late delivery or completion of the Work, Buyer may, to its sole discretion, apply liquidated damages. The liquidated damages shall be as per the percentages/ amounts specified in the Order. In case no liquidated damages are specified in the Order, a percentage of 1% per day over the value of the Order shall apply. In case Buyer applies liquidated damages, such liquidated damages are a genuine pre-estimate of the damages which may be sustained by Buyer, are in proportion to Buyer's legitimate interests in the enforcement of Buyer's obligations and are not extravagant, exorbitant or unconscionable. In case Buyer decides not to apply any liquidated damages, Supplier is liable for actual damages Buyer incurs as a consequence of the delay.

### 7. TITLE, OWNERSHIP AND RISK

7.1. From the time the Work is first identifiable as such, title to any goods and materials for use, incorporation, or processing into the Work shall vest in Buyer, whether or not the goods have been made available to Buyer. Supplier shall warrant that the aforementioned goods and materials shall be free from any liens, pledges, rights of retention, encumbrances or any other rights. Buyer is at all times entitled to claim, mark, take possession of and safeguard the Work, irrespective of payment and any rights of retention or suspension of Supplier, or termination of the Order.

7.2. The Work and any goods and materials for the Work shall be clearly marked as Buyer's property and, when at Supplier's site, stored separately.

7.3. The risk of damage to or loss of the Work is transferred to Buyer upon Delivery and Supplier indemnifies Buyer for any damages to or loss of the Work or goods that occur prior to Delivery.

7.4. Supplier shall fully cooperate with Buyer should Buyer wish to vest any liens, encumbrances or other such rights on the goods.

### 8. GUARANTEE

8.1. Supplier shall guarantee that the Work i) is new and is in conformity with the specifications and requirements of the Order, ii) is free of any defects, latent or otherwise and any faults regarding design, materials and workmanship iii) is exempt from any restricted rights including rights of retention ("Guarantee").

8.2. Unless otherwise expressly agreed, a Guarantee period of twelve (12) months applies from the date the Work is delivered from Buyer to its client and brought into operation by Buyer's client ("Guarantee Period").

8.3. Within the Guarantee Period, Supplier is obliged to remedy any and all defects and/or failures to the Work free of charge and without delay by means of repair or replacement including any removal and/or disassembly and installation and/or assembly of the Work or part thereof as directed by Buyer.

8.4. When Work is modified, replaced or repaired, or when remedial work is carried out under the Guarantee, a full twelve (12) months Guarantee Period comes into force in respect of the Work after acceptance of the remedial work.

8.5. In urgent situations, or when Supplier does not comply in time with its Guarantee obligations under this 8, Buyer is entitled to carry out the necessary Work or have it carried out by itself or a Third Party at Supplier's risk and cost.

### 9. LIABILITY AND INSURANCE

9.1. Supplier shall defend, indemnify and hold harmless Buyer Group for damages or losses, regardless of whether any such damage and/or loss is due to the negligence (including active, passive, sole, joint, concurrent negligence) of Buyer Group with regard to: i) the illness, injury or death of Supplier Group's own personnel; ii) any of Supplier Group's own property, equipment, materials and any other items whether owned, hired, leased, chartered, etc. (regardless of possession or control by the indemnitee).

9.2. Either Party shall not be liable to the other for any indirect or consequential damages, including but not limited to any loss of profit, loss of product or production, loss of contracts and loss of reputation or goodwill arising or alleged to arise out of either Party's failure properly to carry out its obligations under this Contract, or arising out of a breach of duty under the laws of tort or any statutory breach of either Party. Each Party shall indemnify, defend and hold harmless the other Party and its respective Group (depending on the context, either Buyer Group or Supplier Group) accordingly. The obligations of Supplier as per Articles 6 (delivery and transport), 8 (guarantee), 13 (confidentiality) and 14 (intellectual property), 15 (compliance with anti-bribery and anti-corruption laws) and 16 (compliance with trade laws) shall not be deemed indirect or consequential damages.

9.3. Supplier shall maintain in full force and effect adequate insurances against its legal and contractual liabilities assumed under this Order, with the exclusion of any recourse against Buyer and Buyer Group. When the Work includes the construction and/or transportation of goods, Supplier shall provide: i) a Construction All Risks insurance to cover the Work up to the full value of the goods and up to the moment of acceptance of the Work by Buyer; and/or ii) a transport insurance covering the full value of the (part of) Work being transported. Buyer shall be co assured under this Construction All Risk and/or transport insurance with the exclusion of any recourse against Buyer and Buyer Group.

### 10. SUSPENSION AND TERMINATION

10.1. To its sole discretion and without cause Buyer may suspend execution of the Order (partly or in whole) by notice in writing to Supplier. Upon receiving such notice, Supplier shall immediately cease all Work, instruct other members of Supplier Group to cease all Work and store and protect the Work. Supplier shall be entitled to an extension of delivery times or dates, to the extent Supplier incurs any delay as a consequence of such suspension. Buyer shall also compensate all reasonable, direct and documented costs incurred by Supplier as a consequence of such suspension. Upon notice by Buyer, Supplier shall immediately proceed with execution of the Work.

10.2. To its sole discretion and without cause Buyer may terminate this Order (partly

or in whole) by notice in writing to Supplier. Upon receiving such notice, Supplier shall immediately cease all Work and instruct other members of Supplier Group to cease all Work. Supplier shall be entitled to compensation of any Work properly performed up to termination in accordance with the requirements of the Order, to the extent not yet paid at that point in time. Payment of such amounts shall be effected upon delivery of the Work that is completed at that point in time in accordance with the Order.

10.3. Buyer may suspend, change or terminate the Order or part of it, without any liability, in the event Supplier i) becomes bankrupt or insolvent or when insolvency, receivership or bankruptcy proceedings are commenced against Supplier or are initiated by Supplier, or ii) is in default of any of its obligations under the Order.

10.4. If, as a result of Force Majeure (as defined in Article 12), the delay in Delivery time influences Buyer's timely performance of its obligations to third parties, or if there are clear indications that execution of the Order is no longer possible, Buyer is entitled to change, suspend or terminate the Order without any liability towards Supplier.

10.5. The rights and obligations under the Terms which by their nature should survive, including Articles 10 (suspension and termination), 13 (confidentiality) and 14 (intellectual property) shall survive after termination and/or acceptance of the Work.

### 11. VARIATIONS AND REDUCTIONS

11.1. During the execution of the Order Buyer may request or instruct Supplier to change or amend the Order or part thereof ("Variation"). Upon request or instruction thereof by Buyer, Supplier shall perform the Work according to the Variation.

11.2. Supplier shall within 5 days from the request or instruction for Variation advise Buyer of the impact of a request for Variation with respect to the price, Delivery time and other terms. Buyer shall pay Supplier for the Work performed under a Variation Order agreed upon between the Parties.

11.3. If it appears that Supplier has not made the Delivery in accordance with the requirements of the Order, Buyer may charge Supplier for the reduction and may offset it against payments still to be made.

### 12. FORCE MAJEURE

12.1. Any delays in or failures of performance shall not constitute default, if and to the extent such delays or failures of performance are caused by occurrences of Force Majeure. Force Majeure means a circumstance that is reasonably not within the control of the Party affected and that could not have been overcome by the exercise of ordinary diligence, including but not limited to Acts of God, war, piracy, riots, epidemics or national strikes. Any unforeseen interruptions in the production or supply of goods or materials, a shortage of staff, the breakdown of machines or failure by sub-contractors and ancillary suppliers shall not constitute a Force Majeure event. The Party affected shall be under the obligation to use its best endeavours to mitigate the effects of the force majeure event, at its own cost.

12.2. In claiming such Force Majeure event, the Party affected shall notify Buyer of this within 3 days and shall state what the anticipated consequences will be for its obligations under the Order. The occurrence of a Force Majeure event, including its effects and resolution, shall not be cause for an adjustment to the price.

### 13. CONFIDENTIALITY

13.1. The term "Confidential Information" as used herein, means any and all information, whether disclosed verbally, digitally, visually, in writing or otherwise, prior or after the date of this Order and whether or not marked 'Confidential' or the like, such as without limitation drawings, sketches, specifications, engineering data, calculations, data sheets, models, reports, advices, including information relating to existing or proposed future business, inventions, solutions, operations or developments, technology, intellectual property, patents, copyrights, trademarks and financial information.

13.2. Supplier shall keep all Confidential Information strictly confidential and shall use such Confidential Information only for the execution of the Work. Supplier may disclose the Confidential Information, as necessary, only to those members of Supplier Group who may reasonably need to know the Confidential Information for the execution of the Work, subject to the confidentiality obligations as set out in the Terms. Any Confidential Information is and at all times remains the property of Buyer or Buyer Group and upon request Supplier shall promptly return all Confidential Information to Buyer.

13.3. Without prejudice to any other rights and remedies otherwise available to Buyer at law, Supplier acknowledges that any available remedies may be inadequate to protect Buyer against any actual or threatened disclosure of Confidential Information, and that Buyer shall be entitled to file for injunctive relief without proof of actual damages. Supplier shall be liable for and hold harmless Buyer for any breach of this clause.

13.4. The obligations of Supplier with regard to Confidential Information will not apply to Confidential Information: i) that is now in or hereafter enters the public domain without a breach of these Terms by Supplier or its representatives, ii) known to Supplier prior to the time of disclosure by Buyer, iii) that is obtained by Supplier, after the date hereof, from any Third Party that is lawfully in the possession of Confidential Information, but only if such disclosure of Confidential Information to it does not violate any contractual or legal obligation to Buyer on the part of such Third Party or vice versa, iv) that is required or requested to be disclosed by court order, subpoena, data request or other legal process or by court order or a request by regulatory authorities. In the event as per Article 13.4, paragraph iv Supplier shall immediately provide Buyer with detailed written notice of any such request or requirement so that Buyer may seek a protective order, injunctive relief or any other appropriate remedy.

### 14. INTELLECTUAL PROPERTY

14.1. Any concept, design or (other) intellectual property rights, including but not limited to any patents, copyrights, database rights, design rights, know-how, models,

trademarks and trade secrets or rights in Confidential Information, whenever and however arising, for their full term and including any applications, divisions, reissues, re-examinations, continuations, continuations-in-part and renewals thereof ("Intellectual Property Rights"), arising from the Work shall vest solely with Buyer. Supplier shall provide all reasonable assistance in assigning such rights to Buyer. Parties agree that nothing in these Terms shall be deemed to grant Supplier any license or any other rights to any current or future intellectual property rights of Buyer.

14.2. If Supplier incorporates its own Intellectual Property Rights in the Work, it grants Buyer Group an irrevocable, perpetual, worldwide, non-exclusive and transferable license to use these rights without any limitation.

14.3. Supplier is responsible for ensuring that the Work does not infringe the Intellectual Property Rights of Third Parties. Supplier shall indemnify and hold harmless Buyer Group and its clients against any and all such claims and costs which may be made against Buyer Group, or its clients, including but not limited to legal fees in defending such claims.

#### 15. COMPLIANCE WITH ANTI-BRIBERY AND ANTI-CORRUPTION LAWS

15.1. Supplier guarantees that in carrying out its activities under the Order it shall ascertain and comply with all applicable obligations and restrictions arising out of or following from any and all relevant anti-bribery and anti-corruption legislation of the United States of America, the United Kingdom and any other country that is or may be or become relevant in respect of the Order (together, the "Anti-Bribery Laws").

15.2. Supplier will maintain adequate internal checks and procedures to monitor for suspicious activity and ensure compliance with the Anti-Bribery Laws.

15.3. Any offer to and acceptance by Supplier's board member(s) and/or employees of money, gifts, travel, entertainment or any other consideration, in relation to the Order or Buyer, that is intended to or may be construed as an inducement to act in any manner is strictly prohibited.

15.4. Supplier will immediately notify Buyer if it becomes aware of any behaviour in the performance of the Order by its board member(s) and/or employees that is or may be inconsistent with the Anti-Bribery Laws.

15.5. Supplier's failure to comply with any provision of this clause can be ground – subject to the sole discretion of Buyer – for immediate cancellation of the Order by Buyer. In the event of such cancellation, Buyer shall be under no further obligation

resulting from the Order and Supplier shall indemnify Buyer from any direct and indirect damages, claims, penalties or other losses resulting from that breach. Buyer shall be entitled to any other remedies available at law.

#### 16. COMPLIANCE WITH TRADE LAWS

16.1. Supplier guarantees that in carrying out its activities under the Order it shall ascertain and comply with all applicable obligations and restrictions arising out of or following from any and all relevant sanctions and export controls legislation of the United Nations, the European Union, the United States of America and any other country that is or may be or become relevant in respect of the Order (together, the "Trade Laws").

16.2. Supplier shall observe any requirements in connection with the supply of any goods (or any part thereof) listed as dual use or governed by any dual use requirements. Supplier shall inform Buyer immediately if the goods to be supplied (or any part thereof) are listed as dual use or governed by any dual use regulations.

16.3. Supplier will maintain adequate internal checks and procedures to monitor for suspicious activity and ensure compliance with the Trade Laws.

16.4. Supplier's failure to comply with any provision of this clause can be ground – subject to the sole discretion of Buyer – for immediate cancellation of the Order by Buyer. In the event of such cancellation, Buyer shall be under no further obligation resulting from the Order and Supplier shall indemnify Buyer from any direct and indirect damages, claims, penalties or other losses resulting from that breach. Buyer shall be entitled to any other remedies available at law or in equity.

16.5. Supplier will ensure that all obligations under this clause be passed on to any third party that Supplier contracts or uses in its performance of the Order, or that takes over any obligation, or part thereof.

#### 17. APPLICABLE LAW AND RESOLUTION OF DISPUTES

17.1. The Terms and any Orders issued hereunder shall be subject to the laws of the Czech Republic. The applicability of the United Nations Convention on Contracts for the International Sales of Goods (1980) is explicitly excluded.

17.2. Any disputes that may arise between Buyer and Supplier in connection with an Order, which cannot be amicably settled, shall be exclusively brought before the competent court in Ostrava, Czech Republic.