

## HUISMAN GENERAL TERMS AND CONDITIONS OF SALE 2021

### 1 APPLICABILITY AND DEFINITIONS

In these Terms:

- 1.1 "Client" means the Party entering into the Contract with the Contractor.
- 1.2 "Client Group" means, individually and collectively, the Client, its direct or indirect partners, parents, subsidiary and affiliated companies, shipyards, , Client's customers, clients end-clients and operators, vessel owners, charterers or operators, agents, representatives, other (sub-) contractors of any tier of the Client (excluding Contractor Group), and their respective employees, servants, officers and directors, and all their successors and subrogees.
- 1.3 "Completion" means the completion of the Work as set out in the Contract.
- 1.4 "Confidential Information" means all information in relation to this Contract as further set out in clause 11 hereof.
- 1.5 "Contract" means any contract or order entered into between the Client and the Contractor that is based on the Contractor's quotation or offer or that makes reference to these Terms.
- 1.6 "Contract Price" means the compensation payable by the Client to Contractor for the execution of the Work, as set out in the Contract.
- 1.7 "Contractor" means the Huisman entity set out in the Contract.
- 1.8 "Contractor Group" means, individually and collectively, the Contractor, including its partners, parent, subsidiary and affiliated companies, agents, representatives, suppliers and (sub-) contractors of any tier of the Contractor and their respective employees, servants, officers and directors, and all their successors and subrogees.
- 1.9 "Delivery" means delivery of the Equipment or the Work as set out in clause 5.1 hereof.
- 1.10 "Equipment" means the permanent physical result of the Work and its components.
- 1.11 "Force Majeure" means any event that (i) delays compliance by the Contractor of its obligations under the Contract; (ii) is beyond the reasonable control of the Contractor; (iii) does not result from the fault or negligence of the Contractor; and (iv) could not have been avoided by the Contractor through the exercise of proper diligence.
- 1.12 "Insolvency Event" shall mean:
  - a. the filing of a petition or the making of an order or the passing of an effective resolution for the winding-up;
  - b. insolvency or bankruptcy under the provision of any insolvency or bankruptcy law;
  - c. institution of any proceedings under the provision of any insolvency or bankruptcy law or any law for the relief of debtors, with such proceedings not being withdrawn or cancelled within a period of thirty (30) days after institution thereof; and
  - d. the appointment of a receiver of the undertaking or property.
- 1.13 "Services" means Work which includes, but is not limited to, engineering, advice, software updates, support, information, field work, installation, operation, assistance, testing, modifications of the Client's equipment and/or repair activities regarding the Equipment, apparatus, machinery, installations, and its deliverables as described in the Contract.
- 1.14 "Statutory Changes" means any changes to any applicable laws, rules, regulations or requirements entering into force from the date of entry into the Contract that apply to the Work.
- 1.15 "Party" means the Contractor or the Client as the context requires, and the term "Parties" refers to the Contractor and Client collectively.
- 1.16 "Terms" means these "Huisman General Terms and Conditions of Sale 2021", which shall apply to all inquiries, documents, Contracts, quotes and commissions in relation to the Work.
- 1.17 "Third Party" means any party who is not a member of the Client Group or the Contractor Group.
- 1.18 "Warranty" means the warranty as applicable to the Work, as specified in clause 7.1 hereof.
- 1.19 "Warranty Period" means the period for which the Work is warranted, as specified in clause 7.1 hereof.
- 1.20 "Work" means the supply of Equipment or Services as described in the Contract.

### 2 CONTRACT

The Contractor shall perform the Work in a professional and workmanlike manner, in accordance with the technical specification, scope of work and schedule included in the Contract. References to and the applicability of any other terms and conditions other than these Terms are hereby expressly rejected and Parties agree that these Terms shall solely apply to the Contract. Any changes to or deviations of these Terms are to be agreed between the Parties in writing. Unless specifically agreed otherwise, the Client's request for the Contractor to commence the Work prior to the execution of the Contract shall be deemed as an acceptance of the Contractor's last quotation or offer and Terms. The Contract represents the entire agreement between the Parties and supersedes all prior agreements, representations and understandings of the Parties, whether implied, expressed, written, or oral.

### 3 PRICES

Unless otherwise agreed in the Contract, all prices exclude any (i) indirect taxes such as but not limited to value added tax, goods & services tax, sales tax, service tax, excise duty, customs duties and import and export charges, whether foreign or domestic; and, (ii) costs or fees for (un)loading, harbour and demurrage or storage costs or fees; and, (iii) consular fees for legalising invoices, issuance of certificates of origin, stamping of bills of lading, or other charges required by the laws of any country of transit or destination, or any fines imposed due to incorrect declarations. Charges may be added for extra preparation and packaging for Delivery. If the Contractor's costs of performing the Work are increased by reason of any act of government, classification or certification body or authority, then such increase shall be added to the Contract Price.

All payments to be made to Contractor under the Contract shall be made without any deduction of any (local or withholding) taxes, levies, licenses, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental authority save as required by law. If the Client is compelled to make any such deduction, it will pay to the Contractor such additional amounts as are necessary to ensure receipt by the Contractor of the full amount which the Contractor would have received but for the deduction. Any rates and fees are exclusive of any applicable customs duties and import and export charges, duties and fees levied in the country where the Work is performed; on the importation and/or exportation of equipment and materials owned by the Contractor Group and used in or for the execution of the Work (collectively, "Customs Fees"). The Client shall reimburse the Contractor for such Customs Fees paid by the Contractor, including gross-up if applicable. Any rates and fees are based on the Work being performed at the Contractor's premises in the Netherlands. If the Work is to be carried out by the Contractor Group at a location outside the Contractor's premises in the Netherlands, the rates and fees shall be adjusted to cover any local taxes, licenses and fees levied on the Contractor Group associated with the Work. In the event of any changes in applicable taxes, licenses and fees which occur as a result of changes in any laws, ordinances, rules, regulations, by-laws, orders and interpretations thereof, associated with the Work, whether by any governmental, national, federal, state, local or other authority having jurisdiction of the Worksite, the rates shall be increased to compensate the Contractor for the increase in taxes, licenses and fees caused by such change, including gross-up if applicable.

### 4 PAYMENT

- 4.1 Unless otherwise agreed in the Contract, the terms of payment shall be thirty (30) days from the invoice date. All payments are due in the currency specified in the Contract and/or the Contractor's invoice. The Contractor may charge interest on all overdue accounts at the

- applicable statutory rate of interest as well as all reasonable legal fees (including lawyer's fees, appraisal fees, costs incurred for notarisational/legalisation of documents, etc.) and other costs incurred in the collection thereof.
- 4.2 Where genuine doubts arise as to the Client's financial position, the Contractor reserves the right to suspend the Work (or part thereof) and secure and store the Work (or part thereof) at the Client's risk and cost and without any liability to the Client, until satisfactory security for payment under the Contract has been provided. The Client shall not be entitled to offset or withhold any amounts without written approval from the Contractor.
- 4.3 In the event the Client fails to remedy a material breach or fails to fulfil any of its payment obligations hereunder within fourteen (14) days from written notice thereof by the Contractor, then without further notice, the Contractor may suspend the Work (or part thereof) and secure and store the Work (or part thereof) at the Client's risk and cost until such material breach or failure to pay is remedied. If the default or failure to pay persists after a period of thirty (30) days following such notice, the Contractor may terminate the Contract with immediate effect without any liability to the Client, and the Contractor may resell all Equipment purchased in relation to the Work to any Third Party. The Contractor may suspend or terminate the Contract with immediate effect in case an Insolvency Event occurs for Client. In the event of such termination, the Client shall pay to the Contractor: (i) all monies due in respect of all Work performed; plus (ii) all documented costs (including the costs of cancellation or termination or transfer of supplier contracts); plus (iii) a termination fee equal to ten percent (10%) of the Contract Price.
- 4.4 Title to the Work shall remain with the Contractor until receipt by the Contractor of the full payment of the Contract Price.

### 5 DELIVERY AND COMPLETION

- 5.1 Unless otherwise agreed in the Contract, Delivery means delivery Free Carrier (FCA, Incoterms 2020) of the Equipment at the Contractor's premises, except that loading the Client's means of transport and any transport required in connection with such loading shall be for the Client's own cost and risk. Risk passes to Client upon Delivery.
- 5.2 In the event the Client fails to take Delivery of the Equipment, the Contractor may, without prejudice to any of its other rights, arrange for the storage of the Equipment at the cost and risk of the Client and withhold Delivery until full payment has been received.
- 5.3 Any delays or failures of performance by the Contractor shall not constitute default or give rise to any claims, if and to the extent that such failures or delays are caused by Force Majeure. The Contractor shall notify the Client with reasonable promptness of the existence of any such Force Majeure and the probable duration thereof, and shall provide the Client with correct information concerning the same, from time to time. The Contractor, when experiencing Force Majeure, shall take all reasonable actions to mitigate the effects of Force Majeure.
- 5.4 In the event that the Contractor's performance is delayed by Force Majeure, or by a delay not attributable to the Contractor, the Delivery date or date for Contractor's performance shall be extended by the duration of the delay, plus a reasonable time to allow the Contractor to recommence and perform the Work. The Client shall not be entitled to cancel or terminate a Contract on the basis of such delay; nor shall the Client be entitled to suspend its obligations or impose any form of damages on the basis of such delay. In the event of any delay due to Force Majeure or any other delay which is not attributable to the Contractor, the Client shall reimburse the Contractor for any and all additional costs incurred in connection therewith. In the event that a delay due to Force Majeure exceeds a period of one hundred and twenty (120) days, either Party may terminate the Contract by notice to the other Party. Upon such termination, the Client shall, within thirty (30) days thereafter, pay all monies due in respect of all Work or part thereof properly performed, to the extent not already paid, plus all direct and documented costs incurred as a result of such termination.
- 5.5 The Client may not refuse or delay Delivery or Completion for any defects or deficiencies that do not hinder or prevent the normal and safe installation, commissioning, testing, use, operation or maintenance of the Equipment. Any such defects shall be listed in a punch list and shall be remedied by the Contractor within a reasonable period.
- 5.6 In the event that the Contractor does not achieve Delivery on the agreed date of Delivery (as amended in accordance with the provisions of the Contract), due to the default of the Contractor and to the extent that such is not a delay which is attributable to the Client, the Contractor shall pay to the Client liquidated damages in an amount of zero point five percent (0.5%) of the Contract Price for each week of delay to a maximum of five percent (5%) of the Contract Price. The Client's sole and exclusive, full and final remedy for late performance by the Contractor is limited to such liquidated damages, in lieu of any other rights of the Client under this Contract or at law. The Parties agree that any such liquidated damages are not a penalty but a genuine pre-estimate of the damages which may be sustained by the Client, are in proportion to the Client's legitimate interests in the enforcement of the Contractor's obligations and are not extravagant, exorbitant or unconscionable.
- 5.7 The consequences of any Statutory Changes shall be for the account of the Client. If execution of the Contract becomes or will become impracticable for the Contractor as a consequence of such Statutory Changes, the Contractor may terminate the Contract and the Client shall compensate Contractor for any costs, expenses and commitments made in connection with the Contract.

### 6 TERMINATION BY CLIENT

- 6.1 Except as expressly provided otherwise in these Terms, the Client may only terminate a Contract in the event that the Contractor fails to effect Delivery within a period of one hundred (100) days from the date of Delivery or Completion agreed upon (as may be extended by Force Majeure or any delays not attributable to the Contractor) or the occurrence of an Insolvency Event for the Contractor. Any other termination rights are excluded, with the exception of termination rights that cannot be excluded under the applicable law. Upon such termination, the Client shall take over the Work as performed at that point in time in accordance with the Contract and pay to the Contractor, as full and final satisfaction of any and all claims, the following: (i) all monies due in respect of all Work or part thereof properly performed; minus, (ii) all reasonable direct costs incurred by a Third Party to have the Work completed that are in excess of the part of the Contract Price that corresponds with the part for which the Work is terminated. The Client shall have the obligation to mitigate any cost necessary for the Completion of the Work. Any costs that are a consequence of the Client's decision not to complete the Work or any part thereof in the geographical region where the Contractor completed or intended to complete the Work shall be for the Client's account.
- 6.2 The rights pursuant to this clause shall be exclusive and in lieu of any other remedies available to the Client by virtue of this Contract or at law.

### 7 WARRANTY

- 7.1 Subject to the terms set forth herein, the Contractor warrants that the Work shall be free of defects in design, workmanship and materials (the "Warranty") for a period of eighteen (18) months from Delivery or twelve (12) months from Completion, whichever period ends earlier (the "Warranty Period").
- 7.2 Subject to this clause 7, within the Warranty Period, the Contractor shall either repair or replace part of the Equipment, or re-perform the Services which are found to be defective and for which defect it is clear that the Contractor is responsible, free of charge. Replacement parts will be delivered Ex-Works (Incoterms 2020), and the Contractor may require the return of allegedly defective parts, freight pre-paid, to establish the Warranty. In case of defects in any of the Services, the Warranty is limited to re-performing the defective Services.

- 7.3 The Warranty is only applicable if: (i) the defect occurred under normal and proper use and service, not due to normal wear and tear, accidents or adverse weather conditions; and (ii) the Work is installed, operated and maintained strictly in accordance with the Contractor's instructions, manuals and technical bulletins; and (iii) the Work was properly used for the purpose which it was intended and the defect arose from faulty materials in the Work, and was not caused by other machinery or apparatus; and (iv) the Client notified the Contractor in writing of the defect within 14 (fourteen) days of its discovery.
- 7.4 Notwithstanding the foregoing, the Warranty will be void if the Work was either (i) repaired or serviced without permission of the Contractor; or (ii) repaired or serviced without review and authorisation by the Contractor; or (iii) repaired by using replacement parts not manufactured, delivered or approved by the Contractor; or (iv) modified without prior approval by the Contractor in writing.
- 7.5 In relation to the Warranty Work, the following additional costs and services are not covered by the Warranty and will be delivered by the Client free of charge or will be reimbursed by the Client to the Contractor at actual costs against documentary proof on first request: (i) air travel (including boarding and lodging) and other transport and visa costs for Contractor's personnel; and (ii) travelling and/or waiting and/or quarantining man hours; and (iii) costs for transport of parts by courier and surcharges for air transport of heavy parts; and (iv) general assistance by the Client's personnel and vessel's equipment during repairing or replacing of defective part of the Work; (v) provision of crane assistance, scaffolding, special tools, etc. at any location other than at the Contractor's premises; (vi) import duties and/or other duties, levies, demurrage, harbour and storage fees.
- 7.6 Upon Delivery, the liability of the Contractor for any defects, deficiencies or non-conformities in the Work and use or operation of the Equipment shall be limited to punch list items referred to in clause 5.4 and the obligations of this clause 7; and the Client shall indemnify the Contractor for any liability in excess of those obligations, regardless of the kind and irrespective of any claim in tort, under contract or otherwise at law, (including negligence, breach of contract or statutory duty), by way of indemnity or otherwise, howsoever and whatsoever caused.
- 7.7 The Warranty set forth in this clause is the Client's sole and exclusive remedy, and is in lieu of any other terms, stipulations, conditions or warranties, whether oral, express or implied, including any statutory implied terms relating to quality, merchantability or fitness for purpose, arising out of the operation of law or otherwise. At the expiry of the Warranty Period all obligations and liabilities with regards to the Contract and the Work shall end.

## 8 LIABILITIES & INDEMNIFICATIONS

- 8.1 Contractor Indemnities: The Contractor shall release defend, protect, indemnify and hold harmless all members of Client Group from and against any claims for: (i) any illness, injury or death suffered by any member of the Contractor Group personnel arising out of or in any way connected with the performance or non-performance of the Contract; and (ii) any loss or damage to any member of the Contractor Group's property, except for the Equipment as from Delivery, regardless of possession or control of the Contractor Group's property by the Client Group arising out of or in connection with the performance, partial performance or non-performance of the Contract.
- 8.2 Client Indemnities: The Client shall release defend, protect, indemnify and hold harmless all members of the Contractor Group from and against any claims for: (i) any illness, injury or death suffered by any member of the Client Group personnel arising out of or in any way connected with the performance or non-performance of the Contract; and (ii) any loss or damage to any member of the Client Group's property, including the Equipment as from Delivery, regardless of possession or control of the Client Group's property by the Contractor Group arising out of or in connection with the performance, partial performance or non-performance of the Contract. For the avoidance of doubt, the vessel and its appurtenances shall be considered the Client Group's property and risk at all times.
- 8.3 Consequential Loss: Notwithstanding anything to the contrary contained elsewhere herein, each of the Contractor and the Client shall, for and on behalf of themselves and their respective Group (Contractor Group or Client Group), save, release, defend, protect, indemnify and hold harmless the other Party and its respective Group from any claims for: (i) any consequential, incidental, indirect or exemplary damages of any kind or character; and/or (ii) loss of use, loss of profit, loss of revenue, loss of product, loss of or delayed production, loss of business opportunity arising out of, relating to or in connection with this Contract, the use, maintenance, and operation of the Work, and at law; and no such claim shall be made by either the Contractor or the Client or its respective Group.
- 8.4 Limitation of Liability: Notwithstanding anything to the contrary contained elsewhere herein, the Contractor Group's cumulative overall liability arising out of or in relation to this Contract, shall not, in any event, exceed a maximum overall amount equal to €2,500,000, or one hundred percent (100%) of the Contract Price (whichever is lesser) and the Client shall save, indemnify, defend and hold harmless the Contractor Group for any such claims in excess of any such percentage/amount.
- 8.5 If the Contractor is required to perform any part of the Work on the premises of another contractor or subcontractor of the Client and such other contractor or subcontractor requires that the Contractor declares itself liable towards and/or indemnifies such contractor or subcontractor for any costs, losses or damages, the Client hereby indemnifies the Contractor Group for any liability or exposure in excess of the indemnities or limitations of liability as included in this Contract. The provisions of this Contract will at all times have priority over any such arrangements between the Contractor and other contractors or subcontractors of the Client.
- 8.6 All exclusions, limitations and indemnities contained in this clause 8 shall apply irrespective of cause and regardless of whether or not caused or brought about by either Party's or their respective Group's negligence (including sole, joint, concurrent or otherwise), breach of warranty (whether expressed or implied), agreement, statute, strict liability or otherwise, under contract or otherwise at law, (including negligence, breach of contract or statutory duty), by way of indemnity or otherwise, howsoever and whatsoever caused and including pre-existing conditions or other theory of liability.

## 9 INSURANCES

- 9.1 The Client shall maintain in full force and effect the following insurances: (i) Comprehensive General Liability insurance covering personal injury (including death) and property damage; (ii) Employer's liability/Workman's Compensation insurance covering Client's personnel for illness, personal injury or accidental death to the full extent required by applicable law; (iii) insurances for the vessel, its appurtenances (including the Equipment) such as: Hull & Machinery, disbursement, war risks, P&I cover; (iv) where the Work includes the modification, refurbishment of an existing vessel or equipment (or part thereof), a Construction All Risks insurance to cover the vessel and equipment to its full value.
- 9.2 The Contractor shall maintain in full force and effect as a minimum the following insurances: (i) Comprehensive General Liability insurance covering personal injury (including death) and property damage; (ii) Employer's liability/Workman's Compensation insurance covering Contractor's personnel for illness, personal injury or accidental death to the full extent required by applicable law; (iii) where the Work includes the construction of Equipment, a Construction All Risks insurance to cover the Equipment up to the full value of the Equipment up to the moment of Delivery. Any coverage under the insurances as set out herein shall not be deemed to waive, alter, increase or amend Contractor's liability or limitation thereof.
- 9.3 The policies referred to in clause 9.1 (i), (iii) and (iv), and 9.2 (i) and (iii) shall contain the appropriate waiver of rights of subrogation. The insurance policies referred to in clause 9.1 (iii) and (iv) shall include the Contractor Group as additional assured.

## 10 CHANGES & VARIATIONS

In the event a Party requests a change to the scope of the Work and such proposed change would have an impact on the Contract Price and/or Delivery schedule of the Contract, the Contract shall be adjusted by way of a variation order to reflect the changes thereto. No variation shall be implemented without written agreement between both Parties.

## 11 CONFIDENTIALITY & INTELLECTUAL PROPERTY

- 11.1 "Confidential Information" means any and all: (i) disclosures, documents, photos, videos, animations, studies, drawings, concepts, models, inventions, specifications, patterns, know-how, commercial and/or technical information, or any intellectual property rights, relating to the Contract, the design or construction of the Equipment, Work and the price or Delivery thereof and (ii) any corporate, commercial or other business information; and (iii) all other data which should be reasonably assumed as being confidential.
- 11.2 All Confidential Information furnished by a Party shall remain the sole property of that disclosing Party and is submitted in confidence upon the condition that the receiving Party shall: (i) not use the Confidential Information, in whole or in part, for any purpose other than the performance of this Contract; and (ii) keep all Confidential Information strictly confidential; and (iii) not disclose or furnish the Confidential Information, in whole or in part, to any third party (except for any subcontractors or suppliers with a reasonable need to know) and only for the execution of the Contract. The receiving Party shall ensure that those subcontractors or suppliers to whom Confidential Information is disclosed shall observe the provisions of this clause 11 in all respects as if they were party to this Contract and the receiving Party shall be liable for a breach of any of the provisions of this clause 11 by any such person.
- 11.3 The receiving Party's obligations under the Contract shall not extend to Confidential Information which: (i) is in or enters the public domain without breach hereof by the receiving Party or its Group; or (ii) is lawfully in the possession of the receiving Party prior to the time of disclosure by the disclosing Party without binder of secrecy; or (iii) is completely independently acquired or developed by the receiving Party without the aid, reference to, application or use of Confidential Information, as to be demonstrated by the receiving Party with documentation; (iv) is obtained by the receiving Party from any third party that is lawfully in the possession of such information, but only if such disclosure of information to the receiving Party does not violate any contractual or legal obligation to disclosing Party on the part of such third party or does not breach a confidential relationship of such third party to disclosing Party; or (v) is required to be disclosed under the order, judgement or ruling of a court of competent jurisdiction (provided that the receiving Party shall, unless prohibited by law, give written notice of such required disclosure to the disclosing Party prior to the disclosure).
- 11.4 The Parties agree that any losses occurring from breach of confidentiality are not considered an indirect or consequential loss and therefore shall not be excluded by clause 8.3; and that damages alone may not be sufficient to limit or prevent the harm suffered by the Contractor and that the Contractor is entitled to seek an order for injunctive relief.
- 11.5 The Contractor shall at all times remain the owner of any and all intellectual property rights relating to the Work and all rights, title and interest in Confidential Information or other intellectual property rights developed by the Contractor (whether or not in connection with the Work) shall exclusively vest in the Contractor. The Contractor shall have the sole right to file applications for patents, copyrights, trademarks or other intellectual property rights. The Contractor hereby grants to the Client a non-exclusive, royalty free, perpetual license to use such intellectual property rights to the extent necessary for the proper operation and maintenance of the Equipment.

## 12 COMPLIANCE

- 12.1 In carrying out its activities under the Contract, the Parties 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, the United Kingdom and any other country that is or may be or become relevant in respect of the Contract (together, the "Anti-Bribery Laws").
- 12.2 In carrying out its activities under the Contract, the Parties 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 and any other country that is or may be or become relevant in respect of the Contract (together, the "Trade Laws").
- 12.3 The Client guarantees, warrants and represents that the Equipment will be used solely for civil purposes and is not and will not be used for, or in connection with, any illicit purposes, including but not limited to, activities involving torture or repression or other human rights violations, weapons of mass destruction or chemical, biological, radiological and/or nuclear activities.
- 12.4 The Parties will maintain adequate internal checks and procedures to monitor for suspicious activity and ensure compliance with the Trade Laws and the Anti-Bribery Laws.
- 12.5 The Client guarantees, warrants and represents that it will not directly or indirectly sell, deliver or provide the Equipment, or otherwise make the Equipment available, to any legal or natural person, entity, group or (government) organisation that is subject to sanctions or restrictions under the Trade Laws. Further the Client guarantees, warrants and represents that it will not conduct any business or execute any transaction in relation to the Equipment in any country for which specific sanctions or restrictions are in place.
- 12.6 The Parties shall act in conformity with the General Data Protection Regulation (EU) 2016/679. In addition, the Client shall comply with the Contractor's 'Code of Conduct and Anti-Bribery and Corruption Policy' as attached to these Terms. The Client shall indemnify and hold harmless the Contractor from and against all costs and damages which may occur as a result of any breach by or on behalf of the Client, including but not limited to its employees and/or any third party which is engaged by the Client, of the provisions contained in this clause 12 and/or the provisions of the Contractor's 'Code of Conduct and Anti-Bribery and Corruption Policy'.
- 12.7 The Client will ensure that all obligations under this clause be passed on to any party that the Client contracts in connection with the Contract or uses in its performance of the Contract, or that takes over any obligation, or part thereof. Upon request by the Contractor, the Client shall provide a statement on the end-use of the Equipment or the end-user of the Equipment.

## 13 MISCELLANEOUS

- 13.1 The Client shall only be entitled to assign or novate the Contract to an affiliated company, with the Contractor's prior written approval, such approval not to be unreasonably withheld. Upon successful assignment or novation, the Contractor shall continue to execute the rights and obligations under the Contract and/or the Order, where applicable.
- 13.2 No changes or alternations shall be made to the Contract, the Work, the Terms or to any specifications of the Client unless agreed in writing by an authorised representative of each of the Parties.
- 13.3 No benefit or right accruing to either Party under the Contract or at law shall be deemed as waived, unless the waiver is in writing and signed by both Parties. The failure of either Party to exercise any of its rights under the Contract or at law shall in no way constitute a waiver of those rights, nor shall such failure excuse the other Party from any of its obligations under the Contract.
- 13.4 If in any legal proceeding, it is determined that any provision of this Contract is invalid or unenforceable under any applicable law such provision shall, insofar as it is severable from the remaining provisions, be deemed omitted from the Contract and shall in no way affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect and the Contract shall be construed and enforced as if such provision had not been included.

In such event, the Contractor shall propose alternative wording for such provision.

13.5 Except as specifically provided elsewhere in these Terms, this Contract shall not be construed to confer any benefit on any party not a Party to the Contract (or any agreement amending the Contract) or expressed to be supplemental hereto) nor shall it provide any rights to such party to enforce its provisions.

#### 14 LAW AND DISPUTE RESOLUTION

14.1 The Contract (including all non-contractual liabilities or obligations arising therefrom) shall be governed by and construed in accordance with the laws of the Netherlands, excluding any

conflicts of law principles that would direct the substantive law of another jurisdiction to apply, and the Parties hereby exclude the applicability of the United Nations Convention on Contracts for the International Sales of Goods (1980) to this Contract.

14.2 Any dispute arising out of or in connection with this Contract, including all non-contractual liabilities or obligations arising therefrom or any question regarding its existence, validity or termination, which cannot be amicably resolved, shall solely be referred to the competent Court in Rotterdam, the Netherlands. No action for breach of this Contract may be brought against the Contractor more than twelve (12) months after the cause of action has arisen.