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 fifty percent (50%) or more of the issued share capital or the power to direct the general policy 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 the Buyer, including its partners, parents, Affiliated Companies, agents, representatives, suppliers and (sub)contractors of any tier of the Buyer and their respective employees, servants, officers and directors and all their successors and subrogues.

d. "Contractual Price" means the price agreed in the Order.

e. "Order" means any order, purchase order, request or contract issued from the Buyer to the Supplier for the Work or parts thereof as described therein.

f. "Party" means individually the Supplier or the Buyer as the context requires and the term "Parties" refers to the Supplier and the Buyer collectively.

g. "Supplier" means the Party engaged by the Buyer for the Work and denoted as such in the Order.

h. "Suppliers Group" means individually and/or collectively the Supplier, including its partners, parents, Affiliated Companies, agents, representatives, suppliers and (sub)contractors of any tier of the Supplier and their respective employees, servants, officers and directors, and all their successors and subrogues.

i. "Terms" means these Huisman Terms and Conditions of Purchase.

j. "Party" means any party that is not a member of the Buyer Group or the Supplier Group.

k. "Work" means the supply of goods, performance of work, services and/or deliveries to which these Terms apply.

1.2 References to and applicability of terms of business or any other terms or conditions other than these Terms hereinafter referred and descripted are hereby agreed and accepted to agree that the Terms shall apply to any inquiries, requests, Orders, queries and quotations.

1.3 Any deviations to the Terms shall apply only when there are expressly denoted in the Order or specified in the relevant communication in writing.

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 The Buyer is entitled to withdraw any inquiry or request, whether verbally or in writing, without any obligations and/or liabilities towards the Supplier.

2.2 An Order will be deemed accepted by the Supplier upon the first occurrence of the following: (i) the Supplier signing, delivering to the Buyer any letter, form or other written instrument (including electronic communication) acknowledging acceptance of the Work; (ii) any payment being made by the Buyer upon the Supplier’s request in the Order. Unless specifically agreed otherwise between the Parties in writing, the Supplier shall not be entitled to any compensation before the Order is accepted by both Parties.

2.3 Unless otherwise stated in the Order, all prices stated in the Order are: (i) fixed; (ii) exclusive of any applicable Dutch Value Added Tax; but (iii) inclusive all other taxes, duties, levies, fees, charges, duties and other governmental and business taxes of Dutch origin ("Dutch Direct Tax") and all other taxes of foreign origin ("Foreign Direct Tax"); (iv) based on the agreed rate of exchange according to the version of Incoterms applicable at the time of Order.

2.4 The Supplier guarantees that it has an unambiguous and full understanding of the Order, the Work and Delivery. The 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 the Supplier has any doubts regarding the fitness for the intended purpose, the Supplier will inform the Buyer immediately. The Supplier shall not be under any circumstances liable for any changes in applicable laws, rules, regulations or requirements, whether published or entering into force after the first date of the Order. Unless specifically agreed otherwise by the Parties in writing, the Supplier shall comply with all obligations and requirements laid down in any applicable laws, rules, regulations or requirements, whether published or entering into force after the first date of the Order. In the event the Supplier, exercising reasonable care, diligence, could not have discovered the error, omission or inconsistency.

2.5 If the Supplier has not demonstrated experience regarding the Work or intended use or purpose of the Work, or of the Work to be delivered is still at a ’prototype’ stage, the Supplier shall inform the Buyer accordingly.

2.6 The 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, the Supplier shall issue such schedule or programme within one (1) week after the date of the Order. The 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 Work. The Supplier shall immediately inform the Buyer in writing when the 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, which may also concern the Buyer or the Buyer Group. The Supplier shall include in the notice any other premises where the Work is being performed. Upon request by the Buyer, the Supplier shall, within one (1) week of such request, provide a progress report of the Work and evidence of the Work (including any inspection and/or testing performed) which are already available.

2.7 All documentation, including, but not limited to, (material) certificates, inspection and approval test reports as specified in the Order shall be supplied to the Buyer prior to or on Delivery, unless otherwise agreed in the Order.

2.8 The Buyer has the right, at any reasonable time, to audit and take copies of extracts from the Supplier’s and its (sub-)contractors’ books, accounts, records and original documents and computer data relating to the Order.

3 TAX

3.1 If applicable, the Supplier shall be responsible for complying with all customs regulations relating to the Order and/or materials to be incorporated into the Work. The 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 Work. In the event of failure of the Supplier to comply with this clause 3.1, the Buyer shall be entitled to recover the cost of delivery for and shall be entitled to be reimbursed from any duties, penalties, costs and/or any loss of importation bonds.

3.2 If the Buyer is or the Wet Kteaansprakelijkheid/Inletandsaansprakelijkheid (sequential liability for subcontractors taxes and social security) applies, notwithstanding any other clause in these Terms the following shall apply.

3.3 The Buyer shall have the right to recover all taxes paid by the Supplier, including but not limited to income tax, national insurance contributions, employer insurance schemes contributions and income dependent contribution for the Healthcare Insurance Act (as defined therein) and value added tax ("Payroll Taxes") owed in respect of the Work and for which the Buyer bears joint and several liability pursuant to the Wet Kteaansprakelijkheid/Inletandsaansprakelijkheid, by crediting the amounts owed to the Buyer’s blocked G account within the meaning of the Wet Kteaansprakelijkheid/Inletandsaansprakelijkheid. At its sole discretion, the Buyer may determine an applicable charge (which is a percentage of foreign currency payment due to the Supplier that will be credited to the Supplier’s blocked G account).

3.4 At the request of the Buyer, the Supplier will present the original of a statement showing the calculations in compliance with the applicable delivery term as identified in the Order, for the cost and at the risk of the Supplier in connection with the Wet Kteaansprakelijkheid/Inletandsaansprakelijkheid.

3.5 If the Buyer or a successor to the Buyer is a resident in a country where the Supplier may impose additional requirements to avoid that an employment contract is created (including a contract qualified by the tax authorities as an employment contract). The Supplier shall not execute any Work that is not entitled to payment for any Work performed until those requirements are met.

4 QUALITY, HEALTH, SAFETY AND ENVIRONMENT

4.1 The Supplier shall have an implemented and documented system for Quality Assurance ("QA") acceptable to the current EN ISO 9001:2015. The Supplier shall perform the Work in full compliance with the QA system and in strict compliance with the quality control systems and specifications as specified in the Order.

4.2 The Buyer requires that: (i) the Supplier has in place a health, safety and environment ("HSE") management system complying with all applicable laws and regulations and industry sector good practices; (ii) the Supplier has in place a documented system for quality assurance ("QA") system; (iii) the Supplier actively pursues the highest HSE performance. Failure to meet these standards and failure to produce evidence of a well maintained and documented QA system, HSE management system and compliance with all applicable laws, rules, regulations or requirements is a breach of the Terms.

4.3 If the Work is performed on the premises of the Buyer or the Buyer’s client(s), the persons performing the Work shall be subject to the applicable health and safety, quality assurance, and/or alcohol abuse regulations in effect at all work sites.

5 INSPECTION, TESTING, CERTIFICATION

5.1 The Buyer may inspect and test the Work at any reasonable time and place and at the Buyer’s sole discretion, including at the Buyer’s facilities. The Supplier shall supply all applicable rules, regulations, programmes, policies and procedures, including any drug and/or alcohol abuse regulations in effect at all work sites.

6 DELIVERY AND TRANSPORT

6.1 The agreed times of (partial) Delivery of the Work is of fundamental importance to the Buyer and the Supplier. Failure to deliver on the agreed times or in proportion to the workload agreed to in the Order may constitute a material breach of the Terms. The receipt of and/or payment for the Delivery of the Work or parts thereof shall not be regarded in default.

6.2 The Supplier is required to submit the invoice to the Buyer at the time of delivery. Payment shall be made within sixty (60) days of receipt of the invoice. The Supplier shall provide evidence of the invoice having been submitted to the Buyer.

6.3 If the Buyer does not receive the invoice within sixty (60) days, the Buyer shall have the right to offset any amounts owed to it by the Supplier against any invoices issued, if the outstanding amount owed to the Buyer exceeds the value of issued invoices. Such amount shall be considered a debt from the Supplier to the Buyer.

6.4 The Buyer shall have the right to novate the Order to the Buyer’s client by notice in writing to the Supplier. The Supplier hereby already agrees to such novation, conditional to receipt of the Buyer’s novation notice. The Buyer shall have the right to make novations with respect to the Work or any other part or parts of the Work in connection with the Order.

7 TITLE, OWNERSHIP AND RISK

7.1 Title to the Work shall pass to the Buyer (or its client(s)) as and when delivered to the Buyer’s client as described in the Order, as title to any goods for use, incorporation, or processing into the Work shall vest in the Buyer, whether or not the goods have been made available to the Buyer. The Supplier shall warrant that the aforementioned
and the extent of the circumstances of Force Majeure within three (3) days and shall state what the extraordinary event and the obligations of each Party will be pursuant to the Force Majeure event, including its effects and resolution, shall not be cause for an adjustment to this Agreement. Throughout the continuance of the Force Majeure event, the Party suffering from it shall continue to pay the other Party with regular status updates, including reasonable and non-binding predictions as to when the Force Majeure condition will likely cease.

12.3 Each Party shall bear any losses or additional services incurred in connection with Force Majeure and neither is to seek recovery of such costs or expenses from the other Party. No reimbursement is due to the Supplier for any period with Work was unable to proceed due to Force Majeure.

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 to the date of this Order and not further to the terms of this Agreement and including, but not limited to, all information, sketches, specifications, engineering data, calculations, data sheets, models, reports, advice, information or documents which are known to the Supplier and are owned, free of charge and by the Buyer, free of charge and 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 the Buyer.

13.2 When Work is modified, replaced or repaired, or when remedial work is carried out under the Warranty, a full twelve (12) Months Warranty Period comes into force in respect of the Work in relation to the repaired or replaced parts.

13.3 In urgent situations, or when the Supplier does not comply with its Warranty obligations under this clause 12, the Buyer is entitled to carry out the necessary Work itself or it has carried out by Third Party at the Supplier’s cost.

9 LIABILITY AND INSURANCES

9.1 The Supplier shall defend, indemnify and hold harmless the Buyer Group for damages or losses, regardless of whether any such damage and/or loss is due to the negligence (including, active, passive prorogation, encroachment, breach of the terms of this Agreement) of the Supplier, its officers, its employees, any of its subcontractors, their officers or any of their employees, or death of the Supplier Group’s own personnel; (ii) any of the Supplier Group’s own property, equipment, materials and work equipment owned, hired, leased,chartered, rented, leased, hired, borrowed, or otherwise, regardless of possession or control by the indemnifier.

9.2 Neither Party shall be liable to the other for any indirect or consequential damages, including but not limited to, loss of business, loss of profits, loss of customers, loss of goodwill or lost earnings or misfortune arising from any other failure to perform by the other party, failure to carry out its obligations under the Order, or arising out of a breach of duty under the laws of any statutory breach of either Party. Each Party shall indemnify and hold harmless the other Party and its respective Group (depending on the context, either the Buyer Group or the Supplier Group) accordingly. This clause (Liability and Insurance) shall survive the termination of this Agreement.

9.3 The Supplier shall maintain adequate and appropriate insurances against its legal and contractual liabilities assumed under this Order, with the exclusion of any recourse against the Buyer, during the performance of the Work by the Supplier, its employees, its subcontractors and/or any third party which is engaged by the Supplier, to cover the Supplier and its group for all risks that may arise in the course of the work, and specifically:

1) 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 the Buyer; and/or (ii) A Workmen’s Compensation insurance covering the value of the (part of) Work in progress at all times.

9.4 The Buyer shall be ensured against 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 this clause 9.4.

9.5 The rights and obligations under the Terms which by their nature terminate the Order on their terms, shall cease all Work and instruct other members of the Supplier as a consequence of such suspension.

10 SUSPENSION AND TERMINATION

10.1 In the event that the Buyer may suspend execution of the Order (partly or in whole) by notice in writing to the Supplier. Upon receiving such notice, the Supplier shall immediately cease all Work, not instruct any other member of its Group an irrevocable, perpetual, worldwide, non-exclusive and transferable license to use these rights without any limitation.

10.2 The Supplier shall indemnify, defend and hold harmless the Buyer Group for damages or losses, regardless of whether any such damage and/or loss is due to the negligence (including, active, passive prorogation, encroachment, breach of the terms of this Agreement) of the Supplier, its officers, its employees, any of its subcontractors, their officers or any of their employees, or death of the Supplier Group’s own personnel; (ii) any of the Supplier Group’s own property, equipment, materials and work equipment owned, hired, leased, chartered, rented, leased, hired, borrowed, or otherwise, regardless of possession or control by the indemnifier.

10.3 The rights and obligations under the Terms which by their nature terminate the Order on their terms, shall cease all Work and instruct other members of the Supplier as a consequence of such suspension. The Supplier shall immediately cease all Work, not instruct any other member of its Group an irrevocable, perpetual, worldwide, non-exclusive and transferable license to use these rights without any limitation.

11 VARIATION

11.1 During the execution of the Order, the Buyer may request or instruct the Supplier to change or amend the Order or part thereof ("Variation"). Upon request or instruction thereof by the Buyer, the Supplier shall be entitled to an extension of delivery times and/or place of delivery, delivery and transport, clause 12 (Warranty), clause 13 (Confidentiality), clause 14 (Intellectual Property) and clause 15 (Compliance) shall not be deemed indirect or consequential damages.

11.2 The 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 the Buyer, during the performance of the Work by the Supplier, its employees, its subcontractors and/or any third party which is engaged by the Supplier, to cover the Supplier and its group for all risks that may arise in the course of the work, and specifically:

1) 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 the Buyer; and/or (ii) A Workmen’s Compensation insurance covering the value of the (part of) Work in progress at all times.

11.3 The rights and obligations under the Terms which by their nature terminate the Order on their terms, shall cease all Work and instruct other members of the Supplier as a consequence of such suspension. The Supplier shall immediately cease all Work, not instruct any other member of its Group an irrevocable, perpetual, worldwide, non-exclusive and transferable license to use these rights without any limitation.

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

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

15 COMPLIANCE

15.1 The 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 from following any and all applicable anti-bribery, anti-corruption, economic sanctions, foreign exchange, and other applicable laws, regulations, or any third party which is engaged by the Supplier, of the provision contained in this clause 15. The rights and obligations under the Terms which by their nature terminate the Order on their terms, shall cease all Work and instruct other members of the Supplier as a consequence of such suspension. The Supplier shall immediately cease all Work, not instruct any other member of its Group an irrevocable, perpetual, worldwide, non-exclusive and transferable license to use these rights without any limitation.

15.2 The Buyer shall inform the Supplier immediately if the goods to be supplied (or any part thereof) are listed as dual use or governed by any dual use. Upon request, the Supplier shall disclose the Buyer the Buyer immediately if the goods to be supplied (or any part thereof) are classified as dual use or governed by any dual use. Upon request, the Supplier shall immediately provide the Buyer with detailed written notice of any such request or requirement so that the Buyer may seek a protective order, injunctive relief or any other appropriate remedy.

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

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

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

15.6 The Supplier shall act in conformity with the General Data Protection Regulation (EU) 2016/679. In addition, the Buyer shall comply with the Buyer’s ‘Code of Conduct and Anti-Bribery and Corruption Policy’ as attached to these Terms. The Supplier shall indemnify and hold harmless the Buyer Group from any personal data processing of its data by the Buyer, any indirect or direct damages, claims, penalties or other losses resulting from that breach. The Buyer shall be entitled to any other available remedies at law or in equity.

15.7 The Supplier shall ensure that all obligations under this clause 15 be passed on to any party that the Supplier contracts or uses in its performance of the Order, or that takes over any obligation, or part thereof.

16 MISCELLANEOUS

16.1 No benefit or right according to any other Party under the Order or term shall be deemed as waived, unless in writing and signed by both Parties. The failure of either Party to exercise any of its rights under the Order or any term shall not in any way constitute a waiver of those rights, except as specifically provided otherwise in terms of failure.

16.2 In any legal proceeding, it is determined that any provision of the Order is invalid or unenforceable under any applicable law such provision shall, as far as it is severable from the remaining provisions, be deemed omitted from the Order and shall in no way affect the validity of the
or enforceability of the remaining provisions, which shall remain in full force and effect and the
Order shall be construed and enforced as if such provision had not been included. In such event,
the Buyer shall propose alternative wording for such provision.
16.3 Except as specifically provided elsewhere in these Terms, the Order shall not be construed to
confer any benefit on any party not a Party to the Order (or any agreement amending the Order
or expressed to be supplemental hereto) nor shall it provide any rights to such a party to enforce
its provisions.

17 APPLICABLE LAW AND RESOLUTION OF DISPUTES
17.1 The Terms and any Orders issued hereunder shall be subject to the laws of the Netherlands.
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 the Parties in connection with an Order, which cannot be
amicably settled, shall be exclusively brought before the competent court in Rotterdam, the
Netherlands.