

HUISMAN GENERAL TERMS AND CONDITIONS OF PURCHASE 2021

1 APPLICABILITY AND DEFINITIONS

- 1.1 In these Terms:
- "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 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.
 - "Buyer" means the Huisman entity set out in the Order.
 - "Buyer Group" means individually and/or collectively the Buyer, including its partners, parents, subsidiaries and Affiliated Companies, agents, representatives, other (sub)contractors of any tier of the Buyer (excluding the Supplier Group) and their respective employees, servants, officers and directors and all their successors and subrogees.
 - "Delivery" shall have the meaning as assigned to it in clause 2.3 of these Terms.
 - "Order" means any order, purchase order, request or contract issued from the Buyer to the Supplier including the Terms and any other documents referenced therein.
 - "Party" means individually the Supplier or the Buyer as the context requires and the term "Parties" refers to the Supplier and the Buyer collectively.
 - "Supplier" means the Party engaged by the Buyer for the Work and denoted as such in the Order.
 - "Supplier 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 subrogees.
 - "Terms" means these Huisman Terms and Conditions of Purchase.
 - "Third Party" means any party that is not a member of the Buyer Group or the Supplier Group.
 - "Work" means the supply of goods, performance of the work, services and/or deliverables by the 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 the 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 or Variation thereto, 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 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, or delivering to the 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 the Supplier under 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 agreed otherwise in writing, the 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, sales and business tax; and (iv) based on the term of delivery: Delivered Duty Paid (DDP) ("Delivery") to the agreed place of delivery 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 of the Work for the intended purpose, the Supplier will inform the Buyer immediately. The 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. Notwithstanding anything to the contrary in these Terms or in any Order, and in addition to anything contained therein, 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 prior to or after the Order was entered into. Further, the Supplier shall provide the Buyer with all information related to the Work in order for the Buyer to be able to comply with any applicable laws, rules, regulations or requirements. If the Supplier does not comply with the aforementioned, it shall be automatically in default.
- 2.5 Notwithstanding the generality of the foregoing, the Buyer shall remain liable for errors, omissions and inconsistencies in the information provided by the Buyer to the Supplier where the Supplier, exercising reasonable care and diligence, could not have discovered the error, omission or inconsistencies.
- 2.6 If the 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, the Supplier shall inform the Buyer of this in writing before entering into an Order.
- 2.7 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 Order. 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, 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 the Buyer. If the Supplier's actual progress of the Work does not conform to the programme or delivery schedule, the Buyer shall have the right, without prejudice to its contractual or other rights and remedies, to require the Supplier to initiate such actions as are necessary, in the opinion of the Buyer, to correct the situation. Such actions, which shall be at the cost of the Supplier, may include additional manpower, additional shifts, amendments to the Supplier's schedule, accelerated recovery processes or such other measures as deemed appropriate by the Buyer.
- 2.8 The Supplier shall not subcontract or assign the Order or parts thereof, unless express prior written consent is given by the Buyer. In such event: (i) the Supplier shall make the Terms applicable to the subcontractors; and (ii) any subcontracting or assignment shall not affect the Supplier's obligations and liability under the Order. Upon reasonable request, the Supplier shall provide an unpriced copy of any subcontract or supply agreement entered into by the Supplier in connection with the Order, for the purpose of review.
- 2.9 Unless agreed otherwise, the Supplier is entitled to submit its invoice upon Delivery. Payment of all correctly submitted invoices shall be within sixty (60) days of receipt thereof. Submitted invoices shall separately state any amount due for V.A.T.
- 2.10 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.
- 2.11 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 notice. The Supplier shall cooperate with the execution of any formalization requirements from the Buyer's client for such novation. Upon execution of the novation, the Buyer shall no longer be liable to the Supplier for any liabilities in connection with the Order.
- 2.12 For a period of ten (10) years after the date of delivery of the Work, the Supplier shall ensure that spare parts or replacement parts for the Work are readily available to be purchased by the Buyer, at prices and delivery times that are commercially reasonable.

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 Supplier shall be liable for and shall indemnify and hold harmless the Buyer from any resulting fines, penalties, costs and/or any loss of importation bonds.
- 3.2 If the Dutch Wet Keten aansprakelijkheid/Inlenersaansprakelijkheid (sequential liability for subcontractors taxes and social security) applies, notwithstanding any other clause in these Terms the following shall apply.
- 3.3 The Buyer has the right to pay the Supplier's payroll taxes, included, but not limited to income tax, national insurance contributions, employee 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 Keten aansprakelijkheid/Inlenersaansprakelijkheid, by crediting the amounts concerned to the Supplier's blocked G-account within the meaning of the Wet Keten aansprakelijkheid/Inlenersaansprakelijkheid. At its sole discretion, the Buyer can determine the applicable percentage (with a maximum of forty percent (40%)) of any 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 payments made by the Supplier to the tax authorities, as referred to in the guidelines adopted in connection with the Wet Keten aansprakelijkheid/Inlenersaansprakelijkheid.
- 3.5 If the Supplier is a self-employed person with no employees, the Buyer and 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 and 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") according to the current ISO 9001 Standard/EN ISO 9001. The 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 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; and (ii) the Supplier will conduct the Work under that HSE management system; and (iii) the 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 the premises of the Buyer or the Buyer's client(s), the persons performing the Work shall be fit for the execution of the Work. The 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 The 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, the 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. The Buyer has the right but not the obligation to witness or independently verify the testing and/or approval process by the Supplier. Any such inspection and testing shall not relieve the Supplier of any obligations under the Order.
- 5.2 The Buyer, its clients, or any Third Party so appointed by the Buyer may carry out inspections or tests of the Work at any time after issuance of the Order, which shall not relieve the Supplier from any of its obligations under the Order. The Supplier shall fully cooperate with these inspections and shall arrange free access to the Supplier's or its subcontractors' premises and any other premises where the Work is being performed. Upon request by the Buyer, the Supplier shall, within one (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 the Buyer prior to or on Delivery, unless otherwise agreed in the Order.
- 5.4 The Buyer has the right, at any reasonable time, to audit and take copies of extracts from the 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 the Buyer Group. If the 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 to be undertaken in accordance with the applicable Delivery term as denoted in the Order, for the cost of and at the risk of the Supplier.
- 6.3 The 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 the 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 the Buyer may, in 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 one percent (1%) per day over the value of the Order shall apply. In the event that the Buyer applies liquidated damages, such liquidated damages are a genuine pre-estimate of the damages which may be sustained by the Buyer, are in proportion to the Buyer's legitimate interests in the enforcement of the Buyer's obligations and are not extravagant, exorbitant or unconscionable. In the event that the Buyer decides not to apply any liquidated damages, the Supplier is liable for actual damages which the 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 the Buyer, whether or not the goods have been made available to the Buyer. The Supplier shall warrant that the aforementioned

goods and materials shall be free from any liens, pledges, rights of retention, encumbrances or any other rights. The 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 the Supplier, or termination of the Order.

- 7.2 The Work and any goods and materials for the Work shall be clearly marked as the Buyer's property and when at the Supplier's site, stored separately.
- 7.3 The risk of damage to or loss of the Work is transferred to the Buyer upon Delivery and the Supplier indemnifies the Buyer for any damages to or loss of the Work or goods that occur prior to Delivery.
- 7.4 The Supplier shall fully cooperate with the Buyer, should the Buyer wish to vest any liens, encumbrances or other such rights on the goods.

8 WARRANTY

- 8.1 The Supplier warrants that the Work is: (i) new and in conformity with the specifications and requirements of the Order; (ii) free of any defects, latent or otherwise and any faults regarding design, materials and/or workmanship; and (iii) exempt from any restricted rights including rights of retention ("Warranty").
- 8.2 Unless expressly agreed otherwise, a Warranty period of twelve (12) months applies from the date the Work is delivered from the Buyer to its client and brought into operation by the Buyer's client ("Warranty Period").
- 8.3 Within the Warranty Period, the Supplier is obliged to remedy any and all defects and/or failures in the Work immediately or within the period as set out 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.
- 8.4 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 after acceptance of the remedial work.
- 8.5 In urgent situations, or when the Supplier does not comply with its Warranty obligations under this clause 8, the Buyer is entitled to carry out the necessary Work itself or have it carried out by a Third Party at the Supplier's risk and 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, sole, joint, concurrent negligence) of the Buyer Group in respect of: (i) the illness, injury or death of the Supplier Group's own personnel; (ii) any of the 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 Neither Party shall 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 the Order, 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 the Buyer Group or the Supplier Group) accordingly. The obligations of the Supplier as per clause 6 (Delivery and Transport), clause 8 (Warranty), clause 13 (Confidentiality), clause 14 (Intellectual Property) and clause 15 (Compliance) shall not be deemed indirect or consequential damages.
- 9.3 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 and the Buyer Group. When the Work includes the construction and/or transportation of goods, the 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 the Buyer; and/or (ii) a transport insurance covering the full value of the (part of) Work being transported. The Buyer shall be co assured under this Construction All Risk and/or transport insurance with the exclusion of any recourse against the Buyer and the Buyer Group.

10 SUSPENSION AND TERMINATION

- 10.1 In its sole discretion and without cause, 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; instruct other members of the Supplier Group to cease all Work; and store and protect the Work. The Supplier shall be entitled to an extension of delivery times or dates, to the extent that the Supplier incurs any delay as a consequence of such suspension. The Buyer shall also compensate all reasonable, direct and documented costs incurred by the Supplier as a consequence of such suspension. The Supplier shall immediately proceed with execution of the Work if so directed by the Buyer.
- 10.2 In its sole discretion and without cause, the Buyer may terminate this Order (partly or in whole) by notice in writing to the Supplier. Upon receiving such notice, the Supplier shall immediately cease all Work and instruct other members of the Supplier Group to cease all Work. The Supplier shall be entitled to compensation for 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 The Buyer may suspend, change or terminate the Order or part of it, without any liability, in the event that the Supplier (i) becomes bankrupt or insolvent or when insolvency, receivership or bankruptcy proceedings are commenced against the Supplier or are initiated by the 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 clause 12), the delay in Delivery time influences the 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, the Buyer is entitled to change, suspend or terminate the Order without any liability towards the Supplier.
- 10.5 The rights and obligations under the Terms which by their nature should survive, including clause 10 (Suspension and Termination), clause 13 (Confidentiality) and clause 14 (Intellectual Property) shall survive after termination and/or acceptance of the Work.

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 perform the Work according to the Variation.
- 11.2 The Supplier shall advise the Buyer within five (5) days from the request or instruction for Variation of the impact of a request for Variation with respect to the price, Delivery time and other terms. Upon agreement by the Buyer, the Buyer shall issue a Variation order.

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 the other Party of the nature

and extent of the circumstances of Force Majeure within three (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. Throughout the period of Force Majeure, the Party affected shall provide 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 its own costs and expenses incurred in connection with Force Majeure and neither is to seek recovery of such costs or expenses from the other Party. No remuneration 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 of 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 The Supplier shall keep all Confidential Information strictly confidential and shall use such Confidential Information only for the execution of the Work. The Supplier may disclose the Confidential Information, as necessary, only to those members of the 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 shall at all times remain the property of the Buyer or the Buyer Group. Upon request, the Supplier shall promptly return all Confidential Information to the Buyer.
- 13.3 Without prejudice to any other rights and remedies otherwise available to the Buyer at law, the Supplier acknowledges that any available remedies may be inadequate to protect the Buyer against any actual or threatened disclosure of Confidential Information, and that the Buyer shall be entitled to file for injunctive relief without proof of actual damages. The Supplier shall be liable for and hold harmless the Buyer for any breach of this clause.
- 13.4 The obligations of the 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 the Supplier or its representatives, (ii) that is known to the Supplier prior to the time of disclosure by Buyer, (iii) that is obtained by the 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 the 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 which case, 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 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 the Buyer. The Supplier shall provide all reasonable assistance in assigning such rights to the Buyer. The Parties agree that nothing in these Terms shall be deemed as granting to the Supplier any license or any other rights to any current or future intellectual property rights of the Buyer.
- 14.2 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.
- 14.3 The Supplier is responsible for ensuring that the Work does not infringe the Intellectual Property Rights of Third Parties. The Supplier 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 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 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 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").
- 15.3 The Supplier will maintain adequate internal checks and procedures to monitor for suspicious activity and ensure compliance with the Trade Laws and the Anti-Bribery Laws.
- 15.4 The 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. The Supplier shall inform the Buyer immediately if the goods to be supplied (or any part thereof) are listed as dual use or governed by any dual use regulations.
- 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 by the Buyer. 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 remedies available 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 Supplier 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 from and against all costs and damages which may occur as a result of any breach by or on behalf of the Supplier, including but not limited to its employees and / or any third party which is engaged by the Supplier, of the provisions contained in this clause 15 and/or the provisions of the Client's 'Code of Conduct and Anti-Bribery and Corruption Policy'.
- 15.7 The Supplier will 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 accruing to either Party under the Order 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 Order 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 Order.
- 16.2 If in any legal proceeding, it is determined that any provision of the Order 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 Order and shall in no way affect the validity

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.