

## HUISMAN GENERAL TERMS AND CONDITIONS OF PURCHASE 2025

### 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 legal power to direct or cause to direct the general management of the company, partnership or other entity in question whether by share ownership, contract or otherwise.
  - b. "Buyer" means the Huisman entity set out in the Order.
  - c. "Buyer Furnished Goods" means any tools, goods, equipment and any other materials provided by the Buyer to the Supplier for the performance of the Work under the Order.
  - d. "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.
  - e. "Delivery" shall mean Delivery Duty Paid (DDP) to the agreed location, according to the version of Incoterms applicable at the time of the Order.
  - f. "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.
  - g. "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.
  - h. "Party" means individually the Supplier or the Buyer as the context requires and the term "Parties" refers to the Supplier and the Buyer collectively.
  - i. "Supplier" means the Party engaged by the Buyer for the Work and denoted as such in the Order.
  - j. "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.
  - k. "Terms" means these Huisman Terms and Conditions of Purchase.
  - l. "Third Party" means any party that is not a member of the Buyer Group or the Supplier Group.
  - m. "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 they 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 made 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 earlier of: (i) the Supplier providing any letter, form or other writing instrument (including electronic communication) to the Buyer, acknowledging acceptance of the Work; or (ii) any performance or commencement 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 and firm for the duration of the Order; and (ii) exclusive of any applicable Dutch Value Added Tax; and (iii) inclusive all other taxes, duties, levies, fees, charges, sales and business tax; and (iv) based on the term of Delivery.
- 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 all 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.
- 2.5 The Supplier shall be responsible for ensuring that the Work is fully compliant with all applicable laws, rules, regulations or requirements (and any changes thereto), 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 (including without limitation those required under clause 15). If the Supplier does not comply with the aforementioned, it shall be automatically in default.
- 2.6 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.
- 2.7 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.
- 2.8 The Supplier shall observe the programme and schedule that is part of the Order and any deviations shall require the prior approval of the Buyer. The Supplier shall provide regular progress updates during the execution of the Work. The Supplier shall immediately inform the Buyer in writing in the event that the Supplier becomes aware of any circumstances which may adversely affect its ability to meet any of its obligations (whether in whole or in part) under the Order.
- 2.9 If the Supplier's actual progress of the Work does not conform to the agreed programme or schedule as set forth in clause 2.8, the Parties shall meet to create, agree and implement a corrective plan for the Supplier to correct or revert the situation. Whenever the Supplier fails to adhere to the corrective plan, or if the Buyer

reasonably expects the Supplier will fail to correct or revert the situation, 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 reasonably 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.

- 2.10 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, the Supplier shall ensure that any and all subcontractors and/or assignees are bound by the Terms and any provisions of the Order. The Supplier remains fully responsible for any Work assigned or subcontracted and it shall not affect the Supplier's obligations and liability under the Order.
- 2.11 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. In the event that the Buyer is required to make any payments prior to or in advance of Delivery, any and all such payments shall be subject to the provision by the Supplier to the Buyer of an irrevocable, unconditional on first demand bank guarantee for a sum equal to the amount of such payments in accordance with the wording of the Buyer's template. The bank guarantee shall be issued by a first class European bank acceptable to the Buyer; it shall be valid up to sixty (60) days following Delivery. The Supplier shall arrange for the above conditions to be satisfied no later than fifteen (15) days after issuance of the Order. Should the Supplier fail to do so, the Supplier shall automatically be in default.
- 2.12 The Buyer shall have the right to novate the Order to the Buyer's client by notice in writing to the Supplier.
- 2.13 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 for a period of ten (10) years after the date of Delivery of the Work.

### 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 Ketenaansprakelijkheid/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 Ketenaansprakelijkheid/Inlenersaansprakelijkheid, by crediting the amounts concerned to the Supplier's blocked G-account within the meaning of the Wet Ketenaansprakelijkheid/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 Ketenaansprakelijkheid/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 It shall be a material condition of the Order that the Supplier has a health, safety and environment ("HSE") management system in place with standards no less stringent than those of the HSE management system of the Buyer, which complies with all applicable laws and regulations and industry sector good practices; and that the Work is conducted under that HSE management system.
- 4.3 Failure to meet these standards and failure to produce evidence of such 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, to evidence full conformity with the requirements of the Order before Delivery. If the Work has to be tested and/or approved by a certifying authority, the Supplier is responsible for arranging and coordinating such testing or approval as per the Order. Unless otherwise agreed, such testing and/or approval shall be at Supplier's own risk and expense. The Buyer has the right but not the obligation to witness or independently verify the testing and/or approval process by the Supplier.
- 5.2 The Buyer Group, its client(s), 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. In such event, the Supplier shall fully cooperate with these inspections or tests; and shall arrange free access to the Supplier's Group premises and any other premises where the Work is being performed in order to facilitate this. 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 Any such inspection and testing performed under clause 5.1 and/or clause 5.2 shall

not relieve the Supplier of any obligations under the Order.

- 5.4 Unless otherwise agreed in the Order, all documentation required under these Terms and/or the Order (including without limitation (material) certificates, inspection and approval or test reports) shall be supplied to the Buyer prior to or on (as a condition for) Delivery. Notwithstanding anything else stated in these Terms, the Supplier shall not be relieved of its obligations under the Order until all documentation is delivered to and approved by the Buyer.
- 5.5 The Buyer has the right, at any reasonable time, to audit and request copies of documents and extracts from the Supplier's and its (sub)contractor's books, accounts, records and original documents and computer data relating to the Order, including unpriced copies of any subcontract or supply agreement entered into by the Supplier in connection with the Order. Upon request by the Buyer, the Supplier shall fully collaborate with the Buyer and shall provide the Buyer with such documentation.

## 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 times of (partial) Delivery, it shall automatically be in default.
- 6.2 Unless otherwise agreed in writing, Delivery and transport shall be undertaken in accordance with the applicable Delivery term.
- 6.3 The Supplier shall provide sound packaging that is suitable for the method of Delivery and transport, 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 of the Work the Buyer may, in its sole discretion, apply liquidated damages. Unless otherwise agreed in the Order, a percentage of one percent (1%) per day over the value of the Order shall apply as 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 Title to the Work (or any part thereof) including any deliverables, goods and materials for use, incorporation or processing shall be transferred to the Buyer free of liens or any other encumbrances from the time the Work is first identifiable as such and shall be clearly marked as the Buyer's property.
- 7.2 When at the Supplier's site, the Work (or any part thereof) shall be stored separately and the Buyer is at all times entitled to claim, mark, take possession of and safeguard the Work.
- 7.3 The Supplier warrants that the Work shall be free from any liens, pledges, rights of retention, encumbrances or any other rights and shall defend, indemnify and hold the Buyer Group harmless for any damages and losses in connection with a breach of this clause.
- 7.4 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.
- 7.5 Should the Buyer wish to vest any liens, encumbrances or other such rights on the Work, the Supplier shall fully cooperate with the Buyer.
- 7.6 The Supplier shall handle, store, and process any Buyer Furnished Goods with the utmost care. The Supplier shall bear the risk of any damage to or loss of the Buyer Furnished Goods. Without prejudice to any other rights and remedies available to the Buyer under the Order, the Supplier shall defend, indemnify, and hold the Buyer Group harmless against any such damages or losses caused by the Supplier's failure to comply with this clause, including any consequences such as, but not limited to, any delay in the performance of the Work.

## 8 WARRANTY

- 8.1 The Supplier warrants that the Work is: (i) new and in conformity with the specifications and requirements of the Order; and (ii) free of any defects (latent or otherwise) and any faults regarding design, materials and/or workmanship ("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 as soon as possible and in a manner which entails minimal impact on the Buyer Group, 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) in the equipment of the Buyer where it is embedded, incorporated or installed, 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 if action is not initiated by the Supplier to carry out their Warranty obligations within five (5) days after notification from the Buyer, or if repair works are not executed diligently, the Buyer Group may undertake the repair works itself or have it carried out by a Third Party at the Supplier's risk and cost. In urgent situations, without prejudice to any right of the Buyer under this clause 8.5, the Buyer shall as soon as reasonably possible: (i) inform the Supplier; and (ii) involve the Supplier.
- 8.6 If any defects and/or failures of the same nature or same type or arising from the same cause which the Buyer reasonably could foresee or anticipate affecting the whole Work or a part thereof, the Buyer has the right to instruct the Supplier and the Supplier shall use its best efforts in conducting all necessary checks and testing in order to assess whether the defect and/or failure is a generic defect in the Work.

## 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. For the avoidance of doubt, any loss or damage arising or resulting from the Supplier's breach of its obligations under obligations 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 under this clause 9.2.
- 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 The Buyer may, with or without cause, suspend performance of the Work (or part thereof) under an Order by giving notice in writing of such suspension to the Supplier. Unless such suspension is (i) as a result of the Supplier's breach of any of its obligations under the Order, or is (ii) as a result of the Supplier becoming bankrupt or insolvent or when insolvency, receivership or bankruptcy proceedings are commenced against the Supplier or are initiated by the Supplier, then the Buyer shall compensate all reasonable, direct and documented costs incurred as a result of such suspension and the Supplier shall be entitled to an extension of the Delivery date, to the extent that the Supplier incurs proven delay as a consequence of such suspension. 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 immediately proceed with execution of the Work if so directed by the Buyer.
- 10.2 The Buyer may, with or without cause, terminate performance of the Work (or part thereof) under an Order by giving notice in writing of such termination 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. Unless such termination is (i) as a result of the Supplier's default of any of its obligations under the Order, or is (ii) as a result of the Supplier becoming bankrupt or insolvent or when insolvency, receivership or bankruptcy proceedings are commenced against the Supplier or are initiated by the Supplier, the Buyer shall compensate the Supplier for all Work properly performed up to termination 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 In addition and without prejudice to the other provisions of this clause 10, if, as a result of Force Majeure 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.
- 10.4 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. The Party affected shall be under the obligation to use its best endeavours to mitigate the effects of the Force Majeure event.
- 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 five (5) 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 Order 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 its respective obligations under this clause 12 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 during which the 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 and all 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 disclosing Party at law, the receiving Party acknowledges that any available remedies may be inadequate to protect the disclosing Party against any actual or threatened disclosure of Confidential Information, and that the disclosing Party shall be entitled to file for injunctive relief without proof of actual damages. The receiving Party shall be liable for and hold harmless the disclosing Party for any breach of this clause.
- 13.4 The obligations of the receiving Party 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 receiving Party, or its respective Group or its representatives, (ii) that is known to the receiving Party prior to the time of disclosure by disclosing Party, (iii) that is obtained by the receiving Party, 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 disclosing Party 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 receiving Party shall immediately provide the disclosing Party with detailed written notice of any such request or requirement so that the disclosing Party 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, the Supplier grants the Buyer Group an unlimited, irrevocable, perpetual, worldwide, non-exclusive and transferable license to use these rights.
- 14.3 The Supplier warrants 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: (i) anti-bribery and anti-corruption legislation of the United Nations, the European Union, 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"); and (ii) sanctions and export controls legislation of the United Nations, the European Union, 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 "Trade Laws").
- 15.2 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.

- 15.3 In addition to any other obligations under the Order, and irrespective of whether transportation is arranged by the Supplier or the Buyer, the Supplier shall: (i) immediately notify the Buyer if the supply of the Work, or any part thereof, is classified or listed under Trade Laws as military or dual-use goods and requires an export permit, such as a license, or any other export documentation, and without limiting the generality of the foregoing, (ii) provide the Buyer, in writing, with all required export or re-export documentation, including, without limitation, any applicable export declaration, the export invoice, and the declaration form. Moreover, upon request of the Buyer, the Supplier shall furnish any other information necessary for the potential re-export of the Work to other countries by, or on behalf of, the Buyer Group. The compliance with the above obligations is at the Supplier's own risk and cost.
- 15.4 Should the Supplier fail to comply with any provision of this clause 15, the Supplier shall be automatically in default and at its sole discretion the Buyer shall be entitled to 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 remedies available at law or in equity.
- 15.5 The Parties 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 of the provisions of this clause 15, or the 'Code of Conduct' and 'Anti-Bribery and Corruption Policy', including but not limited to its own Supplier's Group employees and or any Third Party which is engaged by the Supplier.

#### 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.