

GENERAL CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

Tepsa Netherlands

1. Introduction

- 1.1 These are the general conditions for the purchase of goods and services, applied by Tepsa Netherlands, registered with the Dutch Chamber of Commerce under number 24270632 ("**Tepsa**").
- 1.2 These conditions apply to all offers and orders for the sale of goods and/or the rendering of services by a supplier thereof ("**Supplier**") to Tepsa or any of its affiliates as specified in the purchase order or purchase agreements ("**Purchaser**"), and to all agreements entered into with respect thereto.
- 1.3 In these conditions the term services is understood to include all of the Supplier's activities, among which engineering and calculation services, transport and execution of works.
- 1.4 The applicability of conditions used by the Supplier is hereby expressly excluded.
- 1.5 Deviations from these conditions are only valid and binding if and to the extent that these deviations are explicitly accepted by the Purchaser in writing.
- 1.6 In the event of any discrepancy between any specific contract, agreement or order form on the one hand and these conditions, the specific contract, agreement or order form will prevail. Any referral to Supplier's offer or quotation will only have affect when included in the specific contract, agreement or order form and in such case the terms, conditions, requirements set out the specific contract, agreement or order form and these general terms will prevail over such offer or quotation. Notwithstanding the foregoing, and as a general rule of interpretation, specific terms and exact terms will prevail over more generic terms.
- 1.7 These conditions consists of the following three parts:

Part I	General	Applies to any and all offers and orders
Part II	Goods	Applies to any and all offers and orders for the delivery of goods
Part III	Works	Applies to any and all offers and orders for the delivery of services, including the execution of works

In case of combination of delivery of goods and services, e.g. in case of delivery of goods and on site commissioning or works, all three parts apply.

PART I: GENERAL

2. Offers, conclusion of the Agreement

- 2.1 All offers and acceptance of orders by the Supplier are binding and irrevocable.
- 2.2 The agreement shall only be binding for the Purchaser if and insofar as it has accepted the offer in writing or has otherwise confirmed the order.
- 2.3 Purchaser reserves the right to revoke any order placed or made if the Supplier fails to confirm receipt thereof within one week in writing by means of an order confirmation
- 2.4 Parties may only rely on changes, amendments or additions to the agreement if and to the extent they are accepted by the parties in writing.
- 2.5 In the absence of an agreement, the delivery of goods and/or services shall be for the full risk and account of the Supplier.

3. Prices

- 3.1 All prices are exclusive of V.A.T., but always inclusive of all other costs and rights, taxes, duties (including import / export duties), adequate packaging, inspections, tests, certificates, (un)loading, delivery and transport and travelling charges, cost of insurance, assembly and the like.
- 3.2 All prices are fixed for the duration of the entire agreement and will in not be subject to any indexation, price increase and/or surcharge, unless specifically agreed otherwise in writing. The risk of any price fluctuations and market circumstances on the supply market for the goods and services, including the availability of qualified personnel, whether foreseen or unforeseen, is fully discounted for in the agreed price.

4. Payment

- 4.1 Unless a payment schedule has been agreed in writing, the agreed price will be paid after:
 - i. delivery of the goods and/or performance of the services, and
 - ii. receipt of an invoice fully compliant with section 4.2.
- 4.2 All invoices shall comply with any requirements prescribed by law and the invoice instructions issued by Purchaser. Notwithstanding the foregoing, all invoices shall in any case contain the following information and be supported with the following documents:
 - i. the order number of Purchaser,
 - ii. in case of delivery of goods - proof of delivery of the goods, without exception or notation, signed by the agreed delivery address as proof of delivery of the shipment, on time, on schedule and in good order and condition, and
 - iii. in case of delivery of services - copies of the acceptance test reports, take-over certificates and/or time / material sheets or other document agreed to evidence proper delivery of the services, signed by Purchaser.
- 4.3 Unless otherwise agreed, payment shall be effected 30 days after the date of the receipt of a correct invoice by Purchaser.
- 4.4 Payment does not imply approval, acceptance and/or delivery of goods and/or services.

- 4.5 If Purchaser makes any prepayment, the title to the goods and/or materials in respect of which such payment was made, shall be transferred to Purchaser at the time of payment. The Supplier shall clearly mark the goods it holds for Purchaser. Supplier will be liable for any loss or damage to these goods. The Supplier shall undertake to have the goods insured adequately with a reputable insurance company.

5. Taxes

- 5.1 The Supplier warrants to bear and pay all taxes, social security contributions, duties, levies and charges assessed by competent authorities in connection with the supply of goods and/or services. The Supplier shall be liable for and hold Purchaser harmless from all costs and damages, including interest, penalties and costs, incurred by Purchaser in relation to any claims of third parties resulting **from the Supplier's** non-compliance with such laws.
- 5.2 The Supplier warrants to comply with the obligations arising from employments laws, social security laws and tax laws. The Supplier shall be liable for and hold the Purchaser harmless from all damages, including interest, penalties and costs, incurred by the Purchaser in relation to any claims of the tax authorities resulting from the Supplier's noncompliance with such laws. The Supplier shall take all measures which the Purchaser may reasonably require to avoid that it becomes liable for any claims and/or additional levies for social security charges and/or taxes related to personnel of or hired by the Supplier. The Supplier shall indemnify the Purchaser against any claims and/or additional levies for social security charges and/or taxes related to the agreement.

6. Warranty

- 6.1 The Supplier warrants that all goods delivered and services rendered are free from any defects, that all goods and services are of first class design, construction, performance, material, composition and quality, in accordance with the requirements of good engineering practice, proper and sound workmanship and in accordance with drawings, other documentation and the standards and specifications maintained by Purchaser, and warrants that they are fit for the intended purpose, safe and in conformity with any government regulations.
- 6.2 The Supplier warrants that the goods are not subject to any encumbrances, retention of title or any other (limited) rights of third parties.
- 6.3 A warranty period under the agreement shall mean a term from delivery within which the Supplier is obligated to either repair defects or redeliver at no charge, irrespective of the cause of the defect and without prejudice to the liability of the Supplier under the agreement.
- 6.4 If the agreement does not specify another warranty period, the warranty period for delivery of goods shall be 24 (twenty-four) months from the date of delivery and 12 (twelve) months from the date of delivery for the supply of services.
- 6.5 If pursuant to this clause (parts of) goods delivered and/or services rendered are replaced or repaired, the warranty period shall apply to these (parts of) goods and/or services as from the time of redelivery or repair.
- 6.6 The Supplier (hereby) assigns all rights under warranties given by manufacturers or suppliers of goods, works or services forming (part of) the goods and services delivered to Purchaser. Purchaser (hereby)

authorizes the Supplier to rely on such warranty rights, if necessary for the fulfilment of Supplier's obligations under this clause 6.

7. Set off and assignment

- 7.1 The Purchaser is entitled to set off all that it or its affiliates owe(s) to the Supplier against any amounts the Supplier or its affiliates owe(s) or shall owe to Purchaser under the same Purchase Order.
- 7.2 The Supplier is not entitled to set-off or assign any claim, without the written permission of Purchaser.

8. Liability

- 8.1 The Supplier is liable for costs and damages, including personal damages, injury and death, relating to and/or following from any damages caused by (i) the Supplier, its personnel, the persons and companies it engaged for the execution of the agreement and/or (iii) any defect in tools, materials and goods delivered or used under the agreement or services supplied.
- 8.2 Neither Party shall be liable for any indirect, consequential, special, exemplary, or punitive damages whether arising in contract, tort (including negligence), strict liability, or otherwise, including without limitation, loss of profits, loss of goodwill, and loss of business opportunity; and Supplier's total liability under or in connection with the order shall in no event exceed the total amount paid by purchaser to supplier under the order. The limitations above do not apply to claims, costs, losses or damages directly relating to: (i) death or personal injury; (ii) damage to or destruction of a third party's property; (iii) actual infringement of a third party's intellectual property rights; or (iv) gross negligence or willful misconduct of the liable Party, or of any person or entity for the acts of whom such Party is liable.

9. Suspension / rescission / termination

- 9.1 Purchaser is entitled to suspend its obligations and/or to rescind or terminate the agreement in whole or in part by means of a written declaration and without any prior notice of default being required, in the following situations:
 - i. the Supplier is in breach of any of its obligations towards Purchaser and does not remedy such breach within 30 days after being notified by the Purchaser;
 - ii. in case of insolvency, (filing a petition for) moratorium or bankruptcy of the Supplier, attachment of (a part of) the Supplier's property or goods intended for the execution of the agreement, closing down or liquidation of its business; and
 - iii. in case Seller sells, transfer, terminates or liquidates a material part of its assets and/or business.

In case Purchaser exercises any of its rights hereunder, it is only obligated to pay the Supplier the pro rata price for the goods and/or services already delivered, but with respect to the goods delivered, only in as far as Purchaser desires to keep the goods and with respect to the services rendered, only in as far as those services have been or will be of actual use to Purchaser, all this without prejudice to Purchaser's right to compensation of any damages.

- 9.2 If due to an event of force majeure Purchaser or the Supplier is prevented from fulfilling its obligations under the agreement for a term exceeding 30 (thirty) days, either party shall be entitled to terminate the agreement by means of a written declaration against payment of the pro rata price for the goods already delivered and/or the services already provided.
- 9.3 Notwithstanding the above, Purchaser is without a cause and at any time entitled to terminate the agreement either in whole or in part by means of a written declaration, against payment of the pro rata price for the goods already delivered or the services already provided and for commitments already undertaken by the Supplier for the execution of the agreement at the time of termination to the extent included in the agreement, and if the Supplier establishes that it has thereby suffered damage or loss, increased by a maximum of 5 percent of the remaining agreed price as compensation for this damage and loss (loss of profit included therein). Purchaser is not liable for any other loss or damage suffered by the Supplier as a result of the termination of the agreement pursuant to this clause.
- 9.4 Upon or prior to completion and/or termination of works, the Supplier shall diligently cooperate with Purchaser to effect a smooth and orderly transition of the services from the Supplier to Purchaser or to any other third party designated by Purchaser.

10. Insurances

- 10.1 The Supplier shall obtain and maintain in effect adequate and sufficient insurance for the execution of the agreement, including but not limited to a public liability policy against liability for death and injury, liability for property damage and liability for financial loss, a professional indemnity policy, an employer's liability insurance and all other insurance which the Supplier is obligated to carry out under the applicable legislation. The liability insurance may not exclude environmental damage or the Supplier must take out a specific environmental liability policy.
- 10.2 The Supplier shall furnish promptly to Purchaser written evidence of the existence and insurance coverage set forth in these terms and undertakes to ensure similar cooperation from its subcontractors. Upon first request of Purchaser, the Supplier shall furnish to Purchaser written evidence of payment of the insurance premiums by the Supplier.

11. No subcontracting

The Supplier is not permitted to assign or subcontract, in whole or in part, the execution of the agreement to any third party or to make use of personnel of third parties, without the written consent of Purchaser.

12. Inspection and testing

- 12.1 Purchaser is at all times entitled to inspect or to have inspected or to test or to have tested or to try out or to have tried out all goods and services, irrespective of where these goods are located or where these services are provided.
- 12.2 Purchaser is entitled to instruct suspension or termination of the Supplier's services if the results of the inspection, testing and/or trying out are not satisfactory to Purchaser.
- 12.3 Inspection, testing, trying out, purchase and payment by or on behalf of Purchaser do not release the Supplier from any obligation or liability.

13. Variations and changes of scope

- 13.1 The Supplier shall not make any changes in designs or specifications of Purchaser except with the written consent or at written request of Purchaser.
- 13.2 The Supplier shall at all times if so desired by Purchaser follow instructions, make changes in or additions to agreed goods or services, if technically possible. Without limiting the generality of the foregoing, these changes and additions may include changes and additions in design, quantity, delivery schedule, specifications, conditions, requirements etc.
- 13.3 All variations shall be executed and completed under the provisions of the agreement and these conditions.
- 13.4 In the event changes and/or additions lead to an increase of the agreed price or to an extension of the agreed delivery time, the Supplier shall notify Purchaser about this increase or extension as soon as reasonably possible after receipt of Purchaser's change request or along with its own change request, but always prior to the execution of the variation.
- 13.5 If a variation results in a decrease of the supply by the Supplier, Purchaser is entitled to a proportional price decrease.

14. Information, specifications, design and drawings

- 14.1 The Supplier shall be responsible for the accuracy of the specifications, designs, drawings, engineering and any other information provided to Purchaser.
- 14.2 The Supplier shall verify the accuracy and completeness of all specifications, designs, engineering, drawings and other information provided by Purchaser and it shall notify Purchaser of the results of such verification. The Supplier shall notify Purchaser of any shortcomings and/or defects in the specifications, designs, drawings, engineering and any other information provided by Purchaser, among which any shortcomings and/or defects related to quantities or the absence of information in the survey documentation. The Supplier shall never be relieved from its obligations related to the performance of the agreement, on the basis of the argument that any information provided by Purchaser is inaccurate or incomplete.
- 14.3 The Supplier shall undertake that any applicable certificates of compliance or design approval from a certifying agency and/or all necessary approvals from the authorities shall be obtained in time and at the earliest available opportunity.
- 14.4 Upon the request of Purchaser, the Supplier shall furnish to Purchaser for its review and approval, complete drawings, calculations, engineering, design and implementation documentation.
- 14.5 The Supplier is liable for any damage resulting from failures, shortcomings or defects in drawings, calculations, engineering, design and implementation documentation furnished by the Supplier. Approval thereof by Purchaser does not release the Supplier from any obligation or liability.

15. Intellectual and industrial property rights

- 15.1 The Supplier warrants that (the use of) the goods delivered or services rendered do not infringe any intellectual or industrial property rights. The Supplier shall indemnify and hold Purchaser harmless from and against any claim by third parties in this respect, and shall take any damages and costs of Purchaser for its own account.

15.2 Drawings, illustrations, designs, models, calculations, operating procedures, tools etcetera furnished by Purchaser or manufactured under instructions of Purchaser or made by or on behalf of the Supplier in connection therewith, and the intellectual and industrial property rights related thereto, shall exclusively belong to Supplier

15.3 Confidentiality

16.1 The Supplier undertakes to keep strictly confidential all business and technical information originating from Purchaser and all information it has acquired in the framework of implementing the agreement. Such confidential information (a) shall not be disclosed by the Supplier to any other person without the prior consent of Purchaser, (b) shall not be copied or used for any purpose other than for the carrying out of the agreement, (c) shall remain the property of Purchaser, (d) shall only be used for the execution of the agreement and (e) **shall be returned at the Supplier's risk and expense in good order and condition** to Purchaser immediately upon request or on completion of the agreement.

16.2 The Supplier undertakes to impose the same obligations on any employees and third parties which obtain the confidential information for the execution of the agreement and warrants that such employees and third parties will comply with such obligations.

16. Business Conduct, Safety and Environment

17.1 The Supplier, its employees and any third party it engages shall duly observe all safety and environment regulations prescribed by government authorities and shall also adhere to all codes of conduct, rules and regulations pertaining to the relevant safety, health and environment policy which are in place on the work site or the delivery site. This includes compliance with the ethical and anticorruption rules defined in the Code of Ethics of the Tepsa Group available on the website . Costs related to the compliance with these codes, rules and regulations are for account of the Supplier.

17.2 All accidents, environmental hazards and/or spills on the work site or the delivery site, shall be reported to Purchaser immediately.

17.3 The Supplier shall comply with all the relevant labor laws applicable, including laws relating to their employment (including wages and working hours), health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

17. Disputes and Applicable Law

18.1 Any dispute between the parties shall be submitted to exclusive jurisdiction of the competent court in Rotterdam, the Netherlands.

18.2 The relationship between Purchaser and the Supplier, including the agreement, shall be governed by the laws of the Netherlands. The applicability of the UN Convention on Contracts for the International Sale of Goods from 1980 is explicitly excluded.

19. Delivery

- 19.1 All goods will be delivered on the basis DDP (Delivery Duty Paid) in accordance with latest edition of the incoterms. Goods will not be deemed delivered until a representative of the Purchaser has signed for acceptance of the delivery.
- 19.2 The agreed delivery time is of the essence. Failure to deliver on time renders the Supplier into default without any notice of default being required.
- 19.3 The Supplier shall timely and adequately notify Purchaser of the exact time of delivery and of any threat of exceeding of the delivery time.
- 19.4 At the request of Purchaser, the Supplier shall provide Purchaser with a production and/or implementation schedule, furnish progress reports and / or shall cooperate with monitoring of progress by or on account of Purchaser.
- 19.5 Deliveries in parts or deliveries scheduled prior to the agreed date of delivery require Purchaser's prior written approval.
- 19.6 All documentation related to the goods and/or services such as test, inspection and quality certificates, packing lists, drawings, maintenance and instruction manuals, lists of spare parts and the like shall be furnished to Purchaser on or before delivery.
- 19.7 The delivery is completed only if the agreed goods and/or services are delivered in their entirety and fully in accordance with the agreement at the location designated by Purchaser and including all related documentation (in the English language unless prescribed otherwise by the applicable laws or regulations) such as test, quality, inspection and warranty certificates, drawings, maintenance and instruction manuals, user guides and, if applicable, signed certificates of acceptance.

20. Packaging and transport

- 20.1 The goods must be marked to Purchaser's instructions and must be properly packed according to the requirements of transport and destination. The goods shall be packed in a way to prevent damage or deterioration during transport.
- 20.2 All packaging used shall be taken back by the Supplier upon first request of Purchaser.

21. Working plan

21.1 Prior to the execution of works, the Supplier shall furnish a detailed working plan in which the Supplier describes the order, timing and duration of the work for the assessment and approval of Purchaser. The working plan approved by Purchaser forms an integral part of the agreement. Deviation from the approved working plan is only permitted with the prior written approval of Purchaser.

22. Execution of works

22.1 The Supplier warrants that the works shall be executed and completed:

- i. within the agreed time and according to planning;
- ii. in accordance with the principles of due care and diligence;
- iii. in accordance with the requirements as set forth in the agreement;
- iv. in accordance with the generally accepted industry standards and principles; and
- v. in accordance with the applicable laws and regulations.

22.2 **The Supplier warrants that any and all employees and personnel engaged by it ("staff") shall have the necessary skills and expertise.** The Supplier warrants that the staff shall be in command of the languages necessary to safely and properly communicate with other people on the work site.

22.3 The Supplier warrants that it has obtained all permits for execution of the works, unless explicitly agreed otherwise.

22.4 Works are only deemed completed after inspection and acceptance by Purchaser.

22.5 Inspection of the works executed by the Supplier takes place on the dates and times indicated by Purchaser. The results of the inspection shall be recorded in a protocol of completion or protocol of acceptance. The Supplier shall remedy any defects and/or discrepancies as laid down in the protocol of completion (or acceptance as the case may be) without costs within 30 days.

22.6 Acceptance of the works takes place through explicit notification by Purchaser. Usage, taking into possession of the works or failure to complaint shall not constitute completion of delivery or acceptance of the works.

23. CAR insurance

In addition to the obligation of the Supplier as set forth in clause 10.1, in the event the agreement is related to engineering and calculation services, transport and/or contracting for work, the Supplier shall obtain and maintain in effect a motor vehicle policy, a Construction All Risk insurance, goods insurance policy including coverage for transportation and goods in transit and a land based equipment insurance. The Supplier undertakes that Purchaser shall be co-insured under the CAR insurance policy and co-insured under the policy shall be considered as third parties towards each other.

24. Supporting materials, tools, energy etc.

24.1 The Supplier provides for all necessary auxiliary materials and tools, including (personal protection) equipment, appropriate work clothing and safety devices.

24.2 If means of assistance, oxygen, gas, electricity, light or water are provided by or on behalf of Purchaser, Purchaser is entitled to charge the costs thereof to the Supplier. The use thereof shall be for the risk and account of the Supplier.

25. Work site

25.1 The Supplier is considered to be completely familiar with (the condition of) the working site where the Supplier shall perform its works and to have acquired all information necessary for the execution of the agreement.

25.2 The Supplier should allow Purchaser and third parties executing works on the working site where the Supplier is also executing its works and it shall provide them unlimited access and opportunity to do so.

25.3 The Supplier shall keep the working site free from any debris and waste materials and leave the working site in clean and proper condition after completion of the works.

25.4 Access to the working site is only granted to those persons whose particulars – initials, name, date of birth, complete address, date of appointment or hiring and function – have been registered on a list that the Supplier is bound to submit to Purchaser not later than 1 (one) day before the start of each working week. These persons shall be bound to identify themselves forthwith, upon request of Purchaser, and will allow Purchaser to make copies of identification documents and, of applicable, residence and work permits.

25.5 Access to the work site and any activities at the work site are for the full risk and account of the Supplier.

26. Performance Bond

26.1 The Supplier shall provide Purchaser, upon its request, with an on demand, unconditional and irrevocable performance bond as security for the fulfilment of the Supplier's obligations under the agreement, for the amount equal to 10% of the contract sum, unless a higher percentage was agreed in the purchase agreement.

26.2 If the validity of the performance bond expires before the date of acceptance of site works, the Supplier shall arrange for extension of the validity.