

## Van Oord Engineering Service Conditions

### 1. Definitions

In these General Service Conditions, the following terms are defined as stated below:

**Agreement:** the agreement between the Client and the Supplier which has been concluded in accordance with the provisions set down in Articles 2 and 3 of the Conditions and which is confirmed by the Client by way of a Purchase Order;

**Approval:** prior expressed written approval by the Authorised Person;

**Article:** an article in these Conditions;

**Authorised Person:** the person authorised to act for and on behalf of the Client as stated in the Purchas

**e Order and/or Agreement;**

**Client:** Van Oord N.V. or one of its subsidiaries;

**Conditions:** these engineering service conditions;

**(Hourly) Rate:** the amount (per hour) that the Client pays to the Supplier for the Services carried out by the Employee(s) as set out in the Purchase Order as further set out in the Services rates sheet if a Lumpsum Price is not mentioned in the Purchase Order;

**Day:** a calendar day, for which a maximum of 8 times the Hourly Rate can be charged by Supplier;

**Employee(s):** a natural person of the minimum age of 18 years made available to the Client by or on behalf of the Supplier to execute the Services;

**Force Majeure:** an event or occurrence which prevents or hinders the execution of the Services, temporarily or permanently, constituting circumstances reasonably to be considered beyond the control of that party, always provided that such an event or occurrence could not have been reasonably foreseen at the time of entering into the Agreement. A lack of funds, strikes or industrial dispute by labour employed by the Supplier, unless organised nationally by a nationally recognised labour union, and/or delays in delivery of the Supplier's data, software, information or equipment or delays caused by the subcontractors even if suppliers or subcontractors are nominated by the Client, shall not constitute a Force Majeure event;

**Lumpsum Price:** a fixed and firm amount for the execution of the Services;

**Parties:** the Client and the Supplier;

**Purchase Order:** a document confirming the mutually accepted Quotation;

**Records:** the information recorded by the Supplier in accordance with the quality system of the Supplier in such a manner that the Client has a clear overview of the information contained in the records with respect to the Agreement and the Services, including the underlying documents and other data carriers;

**Regulations:** the rules and regulations from any relevant authority and/or applicable law which apply to the Services executed by the Supplier;

**Request:** an oral request (confirmed in writing by the Authorised Person within 12 hours) or written request by the Authorised Person to the Supplier, both on the basis of these Conditions for the execution of Services by an Employee;

**Quotation:** the offer made by the Supplier and sent by the Supplier to Van Oord for the Services on the basis of a Request by Van Oord;

**Service(s):** the engineering services executed by the Supplier on the basis of outsourcing, that the Supplier shall execute and complete as described in with the Purchase Order and all things required for the execution and completion of such work, including the remedying of any defects. These conditions do not apply to secondment and services that contain a design responsibility for the Supplier;

**Supplier:** the natural or legal person with whom the Client has entered into the Agreement for the execution of Services;

**Time Sheet:** the weekly overview of the hours actually worked by the relevant Employee executing the Services for the Client;

**Work location:** any place that is owned or used by the Client and where the Services are to be carried out pursuant to the Agreement, including any site designated as such by the Client in connection with the Services;

**PO number:** the number as stated on the Client's purchase order.

The definition of a term in the singular also covers the plural form and vice versa, as the context requires. The headings in the Conditions do not affect its interpretation.

### 2. Applicability of the Conditions

- The Conditions shall apply to all requests for quotations and any enquiries made by the Client to the Supplier as well as to all Agreements. Any Quotation issued by the Supplier to the Client shall be based on the Conditions and shall be valid for at least 90 calendar days.
- Apart from these Conditions, no other conditions and/or stipulations apply to this Agreement, other than the ones mentioned in the Agreement.
- If any conflict arises between the Agreement and the Conditions, the Agreement takes precedence over the Conditions.
- The Client shall not be obliged to remunerate the costs involved in making and submitting a quotation.

### 3. The Agreement

- Any verbal agreement is invalid, unless confirmed in writing by the Client. The Agreement shall be considered to have been concluded after the Purchase Order was sent to the Supplier, unless the Supplier has declared that he does not accept the Agreement within a period of four calendar days.

### 4. Drawings, specifications and technical data

- When executing the Agreement, the Supplier shall not deviate from the drawings, specifications and/or technical data supplied by the Client, nor shall he make any amendments to them without prior written consent of the Authorised Person. If the Supplier is of the opinion that an amendment should be made, the Supplier shall immediately notify the Authorised Person of this in writing. Drawings, specifications and/or technical data supplied by the Client to the Supplier shall not be disclosed or used by the Supplier for any reason other than the execution of the Agreement.
- The Supplier shall provide the Client with drawings, specifications and/or technical data for Approval and/or archiving on receipt of the first written request of the Authorised Person. Any Approval of drawings, specifications and/or technical data shall not release the Supplier in any way from his obligations under the Agreement.

### 5. Inspection and testing

- Without prejudice to the provisions set down in paragraph b. of this Article, and without prejudice to the obligation of the Supplier to carry out the necessary reviews himself, the Client and his client(s) or third parties as instructed in writing by the Authorised Person, are entitled to review the Services at any time during execution. The Supplier shall ensure that any third-party suppliers involved with the Services also extend their cooperation to that end to the Client and his client(s) or third parties, free of charge.
  - Whether the Client has exercised the right referred to in paragraph a. of this Article or not, the Supplier shall retain full liability for the correct execution of the Agreement.
  - Unless expressly agreed otherwise, the Supplier shall, during the execution of this Agreement but before the final end date of the Services, submit the necessary drawings, calculations, Records and specifications for Approval.
- Approval from, or review by the Client in any form or for any reason, does not constitute acceptance and does not change the responsibility of the Supplier to fulfil his obligations.
- If, at any time, it appears that the Services are not in accordance with the Agreement, the Client is entitled to terminate the Agreement as stipulated in Article 16 a. and b. of the Conditions.

### 6. I. Quality and legal requirements

- With regard to quantity, description and quality, the Services shall:
- Be in accordance with what is stated in the Agreement.
  - Comply to industry standards or other agreed engineering standards/specifications as a minimum.
  - Be equal in all aspects to the specification(s) provided or supplied by the Client and/or the Supplier. Specification shall, in this regard, also mean the description, technical or otherwise or which the Agreement refers to, or failing that, the description, technical or otherwise, which is in use by the Client and the Supplier or is otherwise in general use.
  - Be able to meet the requirements for which the Services are intended.

### II. Warranties

- The Supplier warrants that at all relevant times:
- the Employee has all that is required to carry out the Services and the Employees are competent, properly qualified, skilled and experienced in accordance with good industry practice and fluent in the English language;
  - the Employee is in possession of all that is required to carry out the Services;
  - the Employee has the necessary vaccinations and health certificates to be arranged by the Supplier for carrying out the Services at the Work location;
  - the Employee will strictly comply with all provisions of the Agreement;
  - the Supplier:
    - has all permits, licences and permissions required in the country from which it carries on the business of providing Services to Client; and;
    - otherwise meets all requirements set by any applicable law and regulations in connection with such business; and
    - continues throughout the duration of the Services to have these permits, licences and permissions.

- Furthermore, the Supplier warrants that the Services will be carried out in accordance with:
- the applicable legislation and Regulations;
  - the Agreement and the Conditions;
  - with the standards of good workmanship;
- a professional, careful and competent manner and with all due care and diligence and using the skill expected of a reputable supplier with the required experience to perform the Services in accordance with the Agreement, and to the highest standards prevailing in the industry without faults or defects and to deliver the Services for which they are intended; and the Client's reasonable expectations.
- If the Supplier becomes aware of a breach, or any possibility of a breach, of any warranty stated in Article 6.II.a.-i., the Supplier must immediately, but in no event later than 5 Days after becoming aware thereof, notify the Authorised Person in writing. The Supplier shall be liable for any loss or damage resulting from such breach of the Supplier incurred by the Client as the result of a breach by the Supplier or the Employee, or both, of any warranty described in Article 6.II.a.-i..

### III. Performance of the Agreement

- The Supplier hereby grants the Authorised Person the authority to generally direct the Employee during the Services. Any such authority of supervision of the Client and/or its Authorised Person does not in any way whatsoever shift or create responsibility and/or liability for the Client or its Authorised Person in relation to the execution of the Services and this Agreement.
  - In the event of any delay in the progress of the Services, as far as the delay is attributable to the Supplier and/or the Employee, the Supplier shall take all additional measures required to remedy the delay. Any and all additional expenses and costs regarding these measures shall be for the risk and account of the Supplier.
  - The Supplier is only permitted to execute additional services, not being the Services as described in the Purchase Order, after submitting the full technical and financial consequences of the additional services and obtaining prior written Approval.
  - Without prior Approval, the Supplier and/or the Employee shall not modify or amend any of the drawings, specifications or technical data provided by the Client. Immediately upon receipt of such information, the Supplier and/or the Employee must check the drawings, specifications and technical data for omissions, inconsistencies and inaccuracies and also must verify whether they are correct.
  - If the Supplier and/or the Employee discovers an omission, inconsistency or inaccuracy in any such drawings, specifications or technical data, or if the Supplier and/or the Employee is of the opinion that any amendment or modification of the drawings, specifications or technical data should be made for any reason, the Supplier must immediately notify the Authorised Person of this in writing. If the Supplier fails to do so, the Supplier forfeits the right to rely on the omission, inconsistency, inaccuracy, amendment or modification.
  - If the Supplier and/or the Employee detects, during the execution of the Services, any deficiencies or errors which may affect the execution of the Services, the Supplier must immediately notify the Authorised Person of this in writing. If the Supplier fails to do so, the Supplier forfeits the right to rely on these deficiencies or errors.
  - The Supplier must keep all drawings, specifications and technical data provided to the Supplier by the Client strictly confidential and shall not disclose any of it to anyone. The Supplier shall not use the drawings, specifications and technical data for any reason other than to fulfil the Agreement.
  - If the Authorised Person requests the Supplier to provide any drawings, specifications or technical data for record or approval purposes, the Supplier shall immediately provide these to the Authorised Person. The Approval of any drawings, specifications or technical data does not relieve the Supplier from its obligations under the Agreement.
- All information provided by the Supplier and/or the Employee for the execution of the Services such as but not limited to drawing, specification or technical data shall not contain any omissions, inconsistencies or inaccuracies and the Client may rely on the correctness of the drawings, specifications and technical data as provided by the Supplier and/or the Employee to the Client.

### 7. I. Hourly Rates

- The Supplier is entitled to charge the Client for the (Hourly) Rate or the agreed Lump Sum value for the Services executed by the Employee.
- The Lump Sum value and/or (Hourly) Rate is fixed and firm; exclusive of VAT; and may only be changed with the Authorised Person's Approval.
- If the Supplier wishes to replace Employee's during the execution of the Services, for which the Supplier shall seek the Approval, which shall not unreasonably be withheld, the costs as mentioned in Article 7.I.h. shall be for the account of the Supplier.
- The (Hourly) Rate includes the following items:
  - salary;
  - social security charges, contributions and taxes;
  - build up and/or contributions to redundancy funds;
  - travel costs, with the exception of travel costs that are paid by Client as per Article 7.I.h.;
  - leave and leave pay;
  - travelling cost and time within country of domicile;
  - contributions to pension fund (if applicable);
  - hardship allowances;
  - insurances (Article 9).
  - medical examinations and vaccinations (if applicable).
- The Client shall be charged for the (Hourly) Rate starting on the day on which the Employee leaves his country of domicile up to and including the day on which he returns (or should return) to his country of domicile. For an Employee assigned to Services in his country of domicile, the Client shall be charged the (Hourly) Rate only for Hours worked and excluding travel time, unless explicitly agreed otherwise in writing. If an Employee commences his travel to the Work location in a country that is closer to the Work location than his country of domicile, Client shall be charged the (Hourly) Rate from a corresponding later date. If an Employee ends his travel from the Work location in a country that is closer to the Work location than his country of domicile, the Client shall be charged the Day Rate up to and including a corresponding earlier date.
- Normal working hours are eight hours per Day, five Days a week. On project locations other working hours per Day can be agreed upon between the Parties.
- An Employee shall carry out his duties in accordance with the Services schedule applicable to the Services and the Work location to which he has been assigned. The Employee shall not undertake anything that shall bring the Client in discredit or shall harm the Client's interests in any way and the Authorised Person may, at his own discretion, remove such Employee from the Work location that discredits or harms the Client's interest, at the Supplier's expense.
- Subject to Articles 7.I.i. and 7.I.j., the Client shall reimburse the Supplier for the following:
  - the Employee's travel costs outside his country of domicile, including air tickets, on an economy class basis, unless the Client has made these arrangements for the Employee;
  - the Employee's travel costs, if and insofar the travel time exceeds one hour, to and from the Work location during the time the Services are carried out;
  - the Employee's board and lodging (excluding alcoholic beverages) during the execution of the Services, unless the Client has made arrangements for Employee with regard to board and lodging on the vessel or provides the Employee with the Client's standard daily food allowance amount, and
  - costs related to the Employee's visa, if specifically obtained for the Services/ Work location.
- The Client is under no obligation to provide reimbursement under Article 7.I if such costs are not properly documented and supported by original receipts and tickets.

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- j. The Client is under no obligation to provide reimbursement under Article 7.1.h. for any costs resulting from the Employee missing or cancelling his flight or other mode of transport for a reason reasonably within the Employee's control, in which case the Supplier shall bear any such costs.
- k. At the end of each week, the Employee shall submit his Time Sheet to the Authorised Person for Approval. The Time Sheet shall at least include the following information: name of Employee, name of the Authorised Person, Purchase Order Number of Client; breakdown of hours worked together with a description of the Services executed, week number, Work location and the Supplier's name.
- 8. Execution of Services**
- a. If the Services are not completed on or before a certain date or within the specified period as set out in the Agreement, the Supplier is in default (without further notice required) and Article 13 a. and b. shall not apply.
- b. If the Client is of the reasonable opinion that the Services cannot be completed within the timeframe as indicated in the Agreement, the Client has the option to cancel the Services without any recourse of the Supplier towards the Client and to have the Services completed by another supplier.
- 9. Liability/insurance**
- a. Client shall not be liable for and the Supplier shall indemnify, hold harmless and defend Client against any and all claims, charges and other actions in connection with loss or damage to Client's group property and in connection with personal injury or death and/or loss of income or earning capacity and/or loss of or damage to any personal effects suffered by any Employee(s) and/or the Supplier's group employees.
- b. Supplier's group shall not be liable for and the Client group shall indemnify, hold harmless and defend them against any and all claims, charges and other actions in connection with loss or damage to Client group property and in connection with personal injury or death and/or loss of income or earning capacity and/or loss of or damage to any personal effects suffered by any of Client group employees.
- c. The Supplier shall indemnify and hold harmless Client group against all claims, proceedings, damages, costs, charges and expenses resulting from any act or negligence of the Supplier in respect of any errors, faults, inconsistencies, omissions or other defect in the Services.
- d. The aggregate cumulative liability of the Supplier to Client under this Agreement and/or Purchase Order shall be limited to the value of the Purchase Order or the combined value of Purchase Orders related to an assignment, whichever is the higher amount. In case no value or combined value is stipulated in the Purchase Order, the aggregate cumulative liability of the Supplier shall be limited to EUR 1,000,000.
- e. Neither Party shall be liable towards the other Party or their respective parent, subsidiary and affiliated companies and their personnel for consequential damage or loss such as loss of earning capacity, loss of production, delays etc. and the parties agree to fully indemnify each other in that respect.
- f. The Supplier is obliged to take out and maintain adequate insurance for the Supplier's liability, to pay the premium in full in advance for the term of the Agreement and to prove to the satisfaction of the Client that any compensation shall be paid directly to the Client. Such insurance policies shall be written with appropriate licensed and financially responsible insurers. The Supplier shall inform the Client of any cancellation or reduction in coverage with a minimum of 30 days prior written notice. Certificates of insurance evidencing the required coverage and limits and insurance policies shall be furnished to the Client forthwith at the Client's first written request to the Supplier.
- 10. Security**
- a. The Supplier shall furnish the security required by the Client on his first demand.
- 11. Subcontracting**
- a. Without prior written permission from the Authorised Person, the Supplier is not entitled to assign the Agreement or any part thereof to third parties or to have it carried out by third parties or to subcontract the Agreement to third parties. This shall not apply to that part of the delivery for which the subcontractor or supplier is explicitly named in the Agreement.
- b. Transferring or subcontracting the Agreement does not affect the responsibility of the Supplier towards the Client to correctly observe the Agreement.
- 12. Payment and invoicing**
- a. The invoices shall be sent to the financial department of the Client or the entity specified in the Purchase Order for this purpose. Invoices shall be e-mailed to: [invoices.rotterdam@vanoord.com](mailto:invoices.rotterdam@vanoord.com).
- b. For Services provided on an Hourly Rate basis: the invoice and the approved weekly time sheets are to be submitted simultaneously and time spend (up to the maximum as agreed in the budget, if any) can be invoiced monthly.
- c. For Services provided on a Lumpsum Price basis: invoicing on monthly basis for deliverables (or part thereof) which have been accepted by Client or an otherwise agreed payment scheme.
- d. The invoices shall explicitly state:
- the PO/reference numbers in accordance with the Agreement;
  - name of the project;
  - cost-code;
  - the Services executed and the Work location;
  - Employee(s) executing the Services: (i) the name of the Employee; (ii) his position; (iii) the applicable (Hourly) Rate; (iv) the time period of the Services performed and to which the invoice relates; (v) the amount to be invoiced and the related timesheets;
  - the original receipts and tickets (if any).
- If the Supplier has not complied with the above mentioned requirements, the Client has the right to suspend his payment obligations.
- e. Payment by the Client shall be executed within 45 days of receipt of the correct and undisputed invoice. The Client is entitled to offset any payments, costs, damage and/or interest which are, or shall be, owed by the Supplier to the Client, against any payment[s] to the Supplier.
- f. Client shall only transfer the last payment to the Supplier after review and acceptance of the final deliverable(s).
- 13. Breach of contract**
- a. If the Supplier is in breach of any warranty, condition, requirement and/or obligation of the Agreement, the Authorised Person shall issue a notice of default to the Supplier in writing. The Supplier shall rectify such breach within 7 calendar days, commencing the day after the notice of default was sent by the Authorised Person to the Supplier.
- b. If the Supplier fails to remedy the breach(es) stated in the notice of default to the full satisfaction of the Authorised Person, the Supplier shall be in default under the Agreement and the Authorised Person may at his sole discretion terminate the Agreement in full or in part without prejudice to the Client's other legal rights. If the Client does not exercise this right, it shall not in any way constitute a waiver of the right to terminate the Agreement at a later stage. No notice of default is required if it is not required under the law or according to these Conditions, or if a force majeure arises, or compliance is temporarily or permanently impossible. The Authorised Person shall then be entitled, at its own discretion, to terminate the Agreement in whole, or in part, by sending an immediate written notice to the Supplier.
- c. This shall also apply if the control over the Supplier or his company and/or business activities changes owner to a significant extent, unless the Supplier demonstrates that the execution of the Agreement shall not be affected in any way. If this Agreement is terminated, any debts which may currently be owed to the Client by the Supplier, or shall be owed at a later date become immediately due and payable in full.
- d. Either party may terminate the Agreement without judicial intervention if, and as soon as, the other party offers to make a voluntary arrangement with his creditors, ceases business activities, becomes the subject of, or files a voluntary petition in bankruptcy, submits an application for a moratorium on payments, or is declared bankrupt.
- e. Any claim for compensation made by the Supplier shall be time-barred; if a claim is not received by the Client within 6 months after fulfilment of the Agreement or 6 months after the Agreement is terminated it will be regarded as being null and void.
- 14. Termination for convenience**
- The Client may terminate the Agreement for its convenience at any time upon providing five (5) days written notice to the Supplier. In such case, the Supplier shall be entitled to receive as full compensation for all Services performed hereunder payment for all work performed prior to the date of termination. Payment of such compensation is the sole and exclusive remedy of the Supplier for termination of this Agreement by Client hereunder and the Supplier shall not be entitled to, and hereby waives, claims for lost profits and all other damages and expenses.
- 15. Intellectual property rights**
- a. The Supplier warrants that the Services delivered by him to the Client does not infringe and/or violate any intellectual property rights of any third party, and the Supplier indemnifies the Client against all claims which are made against the Client in this regard. The Supplier shall refund, at first written demand, to the Client all costs, damage and interest including any costs relating to conducting of legal proceedings which are the result of any infringement and/or violation.
- b. The Services and procedures which the Supplier has developed in cooperation with or by order of the Client, are exclusively accrued to the Client and cannot be provided to third parties without the written permission of the Authorised Person.
- 16. Wav**
- The Supplier is deemed to be aware of, and to comply with, the provisions of the *Wet arbeid vreemdelingen* or *Wav* (Dutch Foreign Nationals Employment Act) with regard to the prohibition on having foreign nationals perform work in the Netherlands without a work permit for non-EU nationals. The Supplier shall point out the provisions of the *Wav* in writing to any auxiliary person engaged by the Supplier for the performance of the Agreement, and shall oblige the auxiliary person to comply with the provisions of the *Wav* and to include this provision in any subcontracting contracts or other contracts he may enter into. Any consequences and costs related to compliance or non-compliance are at the expense of the Supplier, including any penalties imposed on the Client, or on any other employers within the meaning of the *Wav*, such as the Supplier, its auxiliary persons, etc. The Supplier shall determine, also on behalf of the Client, the identity of all foreign nationals present at the workplace, as referred to in Article 15 of the *Wav* and shall inspect the identity documents and work permits of these foreign nationals for authenticity and validity. The Supplier shall retain, also on behalf of the Client, copies of these documents in his records, as referred to in Article 15 of the *Wav*, for at least 5 (five) years after the end of the calendar year in which the Agreement is completed. If a violation of the *Wav* occurs in any way whatsoever and is discovered by the Labour Inspectorate, or any other body, the penalties arising therefrom for the Client or any other employers within the meaning of the *Wav* shall be at the expense of the Supplier, who will indemnify the Client in this respect. The Client shall pass on these penalties to the Supplier, who shall pay these to the Client at first request or, alternatively, the Client shall set off these penalties with the next payment (partial payments or otherwise) to be made by the Client to the Supplier, without any notice of default being required and irrespective of any objection or appeals made by the Supplier against the penalty imposed. The foregoing does not affect any rights or claims of the Client.
- 17. Correspondence**
- All correspondence with regard to the Agreement shall be addressed to the contact person(s) as mentioned in Agreement or notified in writing to the other party. For the purpose of the Agreement, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to fax, email, registered or recorded mail or by personal service. Email will be deemed as having been accepted upon dispatch. Any communication, documentation, disputes or correspondence related to this Agreement shall be in the English language.
- 18. Confidentiality**
- The Supplier shall not reproduce or divulge, disclose or make accessible to third parties, and shall keep in the strictest confidence, any and all information that he receives from the Client. Information contained herein shall include all information, know-how, data, technical reports, drawings and any written or oral information of a similar nature. The Supplier shall not make any public announcement or statements to third parties (including the press at large) with regard to the Agreement, without the prior and written consent of the Client. This obligation shall cease five (5) years after completion of the Agreement.
- 19. Suppliers personnel**
- a. The Supplier's Employees executing the Agreement shall, at all times, be deemed to be the personnel of the Supplier and the Supplier agrees to indemnify, hold harmless and defend the Client, its parent, subsidiary and affiliated companies against any consequences of the Client being held at any time to be the employer and/or for being responsible for making compulsory deductions and/or payments for income taxes, social security premiums and (alternative) private insurance premiums, pension fund contributions etc., whether this is due to the failure of the Supplier to properly and timely deduct and/or make those payments, or otherwise.
- b. Whenever the Client is of the opinion that there is reasonable doubt as to the Supplier's proper compliance with one or more of the following obligations: making compulsory deductions and/or payments for income taxes, paying social security premiums and (alternative) private insurance premiums, and making pension fund contributions, then the Client has the right, and the Supplier the obligation, to provide security in a form and manner which is satisfactory to Client to safeguard the proper remedy of the omission and the performance thereafter. In addition or alternatively, as the Client may reasonably determine at its sole discretion in view of the seriousness of the situation, the Client shall be entitled to withhold further payment of any money to the Supplier until the Supplier has remedied the situation to the Client's satisfaction, or to retain from further payments a sum of up to 50% of all money paid to date to the Supplier under the relevant Agreement.
- c. If and when applicable, the Client reserves the right to pay the Supplier the amount for the social security premiums and wage taxes owed by the Supplier in relation to the Agreement, for which he is severally liable pursuant to the Dutch Sequential Liability Act (=Wet Ketenaansprakelijkheid), by deposit on his blocked account as referred to in the Sequential Liability Act. Without prejudice to the provisions of the preceding sentence, the Client shall at all times be entitled to withhold the above-mentioned amounts of social security premiums and wage taxes from the Agreement price and pay it on behalf of the Supplier directly to the receiver of direct taxes. If a penalty, levy or assessment, fine or any other sanction which is financially disadvantageous to the Client is imposed on the Client by a public authority in connection with an action or omission of the Supplier, the Supplier shall indemnify the Client in this regard and/or the Client may withhold such amounts from the payments made under the Agreement to the Supplier to cover any such penalty, levy or assessment, fine or any other sanction.
- 20. Sanctions**
- a. The Supplier is deemed to be aware of all applicable economic sanctions laws, anti-boycott laws and trade restrictions imposed by the United States of America and/or the United Nations and/or the European Union as may be amended from time to time. The Client cannot accept delivery Services that places, or is likely to place, the Client in a position of non-compliance with, or in contravention of, the aforementioned laws and restrictions.
- 21. Applicable law and disputes**
- a. These Conditions and the Agreement(s) to which these Conditions apply, are governed by Dutch law.
- b. The competent Court in Rotterdam, The Netherlands shall have exclusive authorisation to assess a dispute which arises from or relates to this Agreement or these Conditions which cannot be settled amicably out of court.
- c. The Supplier is aware of Client's supplier code of conduct and shall provide its Employees with a copy thereof before the commencement of Services.
- d. The Supplier shall comply with the UK Bribery and Corruption Act.