

Van Oord N.V.  
General Service Conditions

1. **Definitions**

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

**Agreement:** the agreement between the Purchaser and the Supplier which has been concluded in accordance with the provisions set down in Articles 2 and 3 of the Conditions and which may be confirmed by the Purchaser 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 Purchaser as stated in the Purchase Order and/or Agreement;

**Conditions:** these General Service Conditions;

**Client:** the (ultimate) client of the Purchaser;

**(Day) Rate:** the amount (per day) that the Purchaser pays to the Supplier for the Services carried out by the Employee(s);

**Day:** a calendar day;

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

**Equipment:** all tools, machines and instruments required for the proper execution of 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 Parts or Equipment or delays caused by the subcontractors even if suppliers or subcontractors are nominated by the Purchaser shall not constitute a Force Majeure event; the materials that the Purchaser has provided to the Supplier in accordance with the Agreement;

**Materials:** the Purchaser and the Supplier;

**Parties:** the Purchaser and the Supplier;

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

**Records:** the information recorded by the Supplier in accordance with the quality system of the Supplier in such a manner that the Purchaser 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, certifying 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 for the carrying out of Services by an Employee for the benefit of the Purchaser;

**Services:** Activities and services to be executed by the Supplier, as described in the Agreement and/or PO and in accordance with the Regulations and any physical result of the activities and services performed in accordance with the Agreement / PO.

**Supplier:** the natural or legal person with whom the Purchaser 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 Purchaser;

**Worksite:** any site where the Services are to be carried out pursuant to the Agreement, including any site designated as such by the Purchaser in connection with the Services;

**Purchase Order/PO:** the Purchase Order containing a description of the Services to be performed as well as the applicable (Day) Rates and prices as submitted by Van Oord and accepted by the Contractor.

**PO number:** the number as stated on the Purchaser'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 Purchaser to the Supplier as well as to all Agreements. Any quotation issued by the Supplier to the Purchaser 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 Purchaser 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 Purchaser.
- The Supplier has the opportunity to confirm his acceptance of the Agreement in writing for a period of seven calendar days after receipt of the Agreement.
- The Agreement shall be considered to have been concluded after the lapse of seven calendar days after the day that the Agreement was sent to the Supplier, unless the Supplier has declared that he does not accept the Agreement within the said period of seven calendar days.
- The Purchaser may assign and/or transfer any or all of its rights and interests arising out of the Agreement to any other party, including his Client, subject to giving prior written notification to the Supplier.

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 Purchaser, 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 Purchaser 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 Purchaser 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.
- Auditing**
- Without prejudice to the provisions set down in paragraphs b. and c. of this Article, and without prejudice to the obligation of the Supplier to carry out the necessary inspections himself, the Purchaser and his Client(s) or third parties as instructed in writing by the Authorised Person, are entitled to audit the supplier at any time, free of charge.
  - Whether the Purchaser 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.
  - If, during auditing by the Purchaser, Client of third party, it appears that they do not fully, or only partially, comply with the Agreement, the Authorised Person shall send the Supplier a notice of default as further set out in article 16 a.
  - Unless expressly agreed otherwise, the Supplier shall, during the execution of this Agreement, submit the necessary drawings, calculations, Records and specifications for Approval before commencing the Service.
  - Approval from the Purchaser in any form or for any reason, does not constitute acceptance and does not affect the responsibility of the Supplier to fulfil his obligations.
  - The Supplier is obliged to carry out all the tests agreed upon or otherwise required, at his own expense and to submit the results and Records to the Authorised Person, even if this is not explicitly stated in the Agreement. The Supplier shall provide the certified test certificates to the Authorised Person at his first written request.
  - Any test or acceptance of the Services or part thereof by the Purchaser's local entity, which is coupled with a confirmation at the location of delivery of the Services or part thereof will be deemed to be a temporary acceptance or test and does not affect the rights of the Purchaser which arise from this Article.

- If, at any time, it appears that the Services are not in accordance with the Agreement, the Purchaser is entitled to terminate the Agreement as stipulated in Article 16 a. and b. of the Conditions.

6. **I. Quality and 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 English and are in the possession of the (safety) training and certificates to execute the Services with the exception of the Materials and such other required assistance by the Purchaser when executing the Services.
  - the Employee is in possession of all that is required to carry out the Services, including safety equipment such as but not limited to: boots, safety helmet, gloves, coveralls, all-weather jacket and Equipment to be supplied by the Supplier;
  - the Employee has the necessary vaccinations and health certificates to be arranged by the Supplier for carrying out the Services at the Worksite;
  - 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 Employees to principals such as Purchaser; 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 Purchaser'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)-h), the Supplier must immediately, but in no event later than 5 Days after becoming aware, 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 Purchaser as the result of a breach by the Supplier or the Employee, or both, of any warranty described in Article 6. II(a)-h).

II. **Performance of the Agreement**

- The Supplier hereby grants the Authorised Person the authority to generally direct and to overall supervise the Employee during the Services. Any such authority of supervision of the Purchaser and/or its Authorised Person does not in any way whatsoever shift or create responsibility and/or liability for the Purchaser 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 the Authorised Person's prior Approval, the Supplier and/or the Employee shall not modify or amend any of the drawings, specifications or technical data provided by the Purchaser. Immediately upon receipt, 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. The Supplier is responsible to the Purchaser for all costs resulting from the Supplier failing to timely notify the Purchaser of a omission, inconsistency or inaccuracy an experienced supplier should have discovered.
  - 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 or the general operation of the vessel or Equipment of the Purchaser, 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 is responsible to the Purchaser for all costs resulting from the Supplier failing to timely notify the Purchaser of a omission, inconsistency or inaccuracy an experienced supplier should have discovered.
  - The Supplier must keep all drawings, specifications and technical data provided to the Supplier by the Purchaser 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 Purchaser may rely on the correctness of the drawings, specifications and technical data as provided by the Supplier and/or the Employee to the Purchaser.
- III. Inspections, Tests, Trials and Acceptance of the Services**
- The Services shall be under supervision of and shall be certified by a certifying authority to be indicated by the Purchaser.
  - Services executed by the Supplier, shall be inspected and tested as far as required by the applying rules and Regulations and as required by the Client. Furthermore all other additional tests stated in the Purchase Order shall be arranged and carried out by the Supplier.
  - The Supplier shall notify the Purchaser and the Client at least twenty one (21) Days in advance of the time of the inspection and/or testing Services and such notice shall specify the time, place and date of the test. If however the inspection cannot be attended by the Purchaser or Client - due to the location where such inspection, tests or trials are to be executed - the Authorised Person shall notify the Supplier and the Parties shall mutually agree a new date for such inspection and/or testing. The inspections and/or tests shall be held in the presence of the Authorised Person and Client in order to establish whether the Services or part thereof have been executed in accordance with the terms of the Agreement. After the inspection(s) and/or test(s) is/are successfully concluded, the Authorised Person shall issue a certificate of (partial) completion. A certificate of (partial) completion shall by no means constitute a full acceptance by Purchaser and shall not affect any rights that the Purchaser may have under the Agreement.
- Unless otherwise provided in the Agreement, the Services are accepted by the Authorised Person (and therefore completed) only if and when the Authorised Person accepts the Services by issuing an Approval to the Supplier.
  - In the event that the Authorised Person accepts the Services in writing as set out in IV e. together with a list of outstanding items to be executed by the Supplier, the Purchaser is entitled, at its own discretion, to deduct an amount from any payments due to the Supplier as a security to ensure that the Supplier shall execute and finalise the list of outstanding items as soon as possible. If no time frame for completion of the outstanding items has been agreed upon by the Parties, the Supplier shall be under the obligation to finalise the outstanding items list within 30 Days from the Authorised Person's acceptance of the Services in writing, otherwise the amount deducted by the Purchaser as security for the completion of the list of outstanding items shall not be due and payable by the Purchaser to the Supplier.

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**IV. Day Rates of Services**

- a. The Purchaser shall pay the Supplier the (Day) Rate for the Services carried out by the Employee.
  - b. The (Day) Rate is fixed and firm; exclusive of VAT; and may only be changed with the Authorised Person's Approval.
  - c. The (Day) Rate is based on a working week of twelve (12) hours per Day (including one break of half an hour and two breaks of fifteen minutes), seven (7) Days a week during a consecutive period. 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 7.11.h. shall be for the account of the Supplier.
  - d. The (Day) 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 Purchaser as per Article 7.11.h.;
    - the costs of standard safety clothing: boots, safety helmet, gloves, cover-alls, all-weather jacket;
    - the costs of medical examinations and/or inoculations/vaccinations;
    - leave and leave pay;
    - travelling time from the place of lodging to the Worksite and vice versa to a maximum of one (1) hour per Day;
    - Equipment required to execute the Services;
    - contributions to pension fund (if applicable);
    - hardship allowances;
    - insurances (Article 11).
  - e. The Purchaser shall pay the (Day) 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 Purchaser shall pay the (Day) Rate only for Days worked and excluding travel time, unless explicitly agreed otherwise in writing. If an Employee commences his travel to the Worksite in a country that is closer to the Worksite than his country of domicile, Purchaser shall pay the (Day) Rate from a corresponding later date. If an Employee ends his travel from the Worksite in a country that is closer to the Worksite than his country of domicile, the Purchaser shall pay the Day Rate up to and including a corresponding earlier date.
  - f. Normal working hours are twelve hours per Day (including one break of half an hour and two breaks of fifteen minutes), seven Days a week. The Purchaser shall pay for overtime of the Employee if and when the hours worked in one consecutive week exceed 84 hours and the overtime is duly recorded in the Time Sheet and the Time Sheet is duly signed by the Authorised Person.
  - g. An Employee shall carry out his duties in accordance with the Services schedule applicable to the Services and the Worksite to which he has been assigned. The Employee shall not undertake anything that shall bring the Purchaser in discredit or shall harm the Purchaser's interests in any way and the Authorised Person may, at his own discretion, remove such Employee from the Worksite / Services that discredits or harms the Purchaser's interest, at the Supplier's expense.
  - h. Subject to Articles 7.11.i. and 7.11.j., the Purchaser shall reimburse the Supplier for the following:
    - the Employee's travel costs outside his country of domicile, including air tickets, on an economy or seaman's class basis, unless the Purchaser 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 Worksite 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 Purchaser has made arrangements for Employee with regard to board and lodging on the vessel or provides the Employee with the Purchaser's standard daily food allowance amount, and
    - costs related to the Employee's visa, if specifically obtained for the Services/ Worksite.
  - i. The Purchaser is under no obligation to provide reimbursement under Article 7.11. if such costs are not properly documented and supported by original receipts and tickets.
  - j. The Purchaser is under no obligation to provide reimbursement under Article 7.11.h. for any costs resulting from the Employee missing his flight or 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 Purchaser; breakdown of hours worked together with a description of the Services executed, week number, vessel, Worksite and the Suppliers name.
  - l. The Supplier shall furnish the security required by the Purchaser on his first demand.
- 10. Execution of Services**
- a. The Purchaser shall be entitled to postpone or suspend performance of the Services for a reasonable period of time, free of charge, by providing the Supplier with a written statement to that effect. The Purchaser's written statement shall indicate the amount of time for which the term for performance is being extended or when the Service may be resumed. The Purchaser is entitled to terminate the Agreement at any given moment and for whatever reason by giving the Supplier 48 hours prior written notice without any liability whatsoever towards the Supplier.
- 11. Liability/insurance**
- a. The Supplier is liable for all damages or personal injury of any nature which is caused by the non-fulfilment of his obligations or by his acts or omissions, regardless of whether this has occurred as a result of his negligence or not. The liability also extends to damage caused by exceeding the delivery time, damage to goods, trading loss and other damages which arise for the Purchaser.
  - b. 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 Purchaser that any compensation shall be paid directly to the Purchaser. Such insurance policies shall be written with appropriate licensed and financially responsible insurers. The Supplier shall inform the Purchaser 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 Purchaser forthwith at the Purchaser's first written request to the Supplier.
- 12. Cooperation and coordination**
- a. The Supplier shall, as specified in the Purchase Order or as instructed by the Purchaser provide appropriate opportunities for carrying out work to personnel of the Purchaser, any other contractors or suppliers employed by the Purchaser and the personnel of any legally constituted public authorities.
- 13. 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 manufacturer is explicitly named in the Agreement.
  - b. Transferring or subcontracting the Agreement does not affect the responsibility of the Supplier towards the Purchaser to correctly observe the Agreement.
- 14. Material provided by the Purchaser**
- a. Materials provided to the Supplier by the Purchaser shall remain the property of the Purchaser under all circumstances. Such Materials shall be segregated from other property and stored separately in a manner that enables any third party to recognize that such items are the property of the Purchaser. The Supplier is not permitted to use these Materials for any other purpose than for the benefit of the Purchaser and in accordance with the Agreement.
  - b. The risk of the loss of, or damage to, the Materials provided by the Purchaser to the Supplier, remains with the Supplier until said materials are returned to the Purchaser and are unloaded at their destination.
  - c. Any specified date(s) or periods for the delivery of the Materials are indicative and the Purchaser shall in no event be in breach of its obligations if the Materials are delivered late.
  - d. The Materials are deemed to be in a good condition and to comply with the required specifications and the Agreement, unless the Supplier has lodged a written complaint with the Authorised Person immediately after receipt of the Materials.
  - e. The Supplier must treat the provided Materials with proper care; if this is not observed, the costs arising therefrom shall be charged to the Supplier.
  - f. At any given time, the Materials shall be free from encumbrances, shall not have been pledged nor have any rights of retention or any other rights of third parties vested in the Materials.
  - f. The Supplier shall include in each and every purchase order and/or (sub)contract in connection with the Agreement that the supplier and/or subcontractor confirm that at any given time, the

Materials shall be free from encumbrances, shall not have been pledged nor have any rights of retention or any other rights of third parties vested in the Materials.

**15. Payment**

- a. The invoices shall be sent to the financial department of the Purchaser.
  - b. The invoices shall explicitly state:
    - the PO/reference numbers in accordance with the Agreement;
    - the Services;
    - Employee(s) executing the Services: (i) the name of the Employee; (ii) his position; (iii) the applicable (Day) Rate; (iv) the time period of the Services performed and to which the invoice relates; and (v) the amount to be invoiced;
- with the original Time Sheets attached, duly signed by the Authorised Person and the Employee corresponding with the period to which the invoice relates and the original receipts and tickets (if any). If the Supplier has not complied with the abovementioned requirements, the Purchaser has the right to suspend his obligation to pay.
- c. The Supplier shall invoice the Purchaser on a monthly basis with regard to Services, after which payment by the Purchaser shall be executed within sixty (60) days after the date of the correct and undisputed invoice. The Supplier shall invoice the agreed price to the Purchaser, after which payment by the Purchaser shall be executed within sixty (60) days after the date of the correct and undisputed. The Purchaser is entitled to offset any payments, costs, damage and/or interest which are, or shall be, owed by the Supplier to the Purchaser, against any payment(s) to the Supplier.
  - d. Purchaser shall be entitled to withhold 5% of the total payment to the Supplier after receipt of a final written report from the Supplier specifying the Services executed, including copies of all Timesheets.
  - e. The Supplier is obliged to furnish the personal or real security required by the Purchaser at his first demand.
  - f. During the course of the Services and for a period ending two years thereafter, the Purchaser or its duly authorised representative shall have the right to audit at all reasonable times and, upon request, take copies of all of the Supplier's records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind relating to all invoiced charges made by the Supplier on the Purchaser and any provision of this Agreement under which the Supplier has obligations the performance of which is capable of being verified by audit.
  - g. The Supplier shall co-operate fully with the Purchaser and/or its representatives in the carrying out of any audit required by the Purchaser. The Purchaser will conduct any audit in a manner which will keep to a reasonable minimum any inconvenience to the Supplier.
- 16. 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 Purchaser's other legal rights. If the Purchaser 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 Purchaser 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. If this Agreement is terminated by the Purchaser, the Purchaser is entitled to finalise the Agreement at the expense and risk of the Supplier, without prejudice to the Purchaser's right to claim compensation. Upon termination, the Supplier shall assign to the Purchaser, or to any other person or company designated by the Purchaser, all such subcontracts as the Purchaser may specify. The Supplier shall also execute and deliver all documentation and take all required action in order to vest in the Purchaser all title, rights and other benefits held by the Supplier in connection with the performance of the Services.
  - f. Any claim for compensation made by the Supplier shall be time-barred; if a claim is not received by the Purchaser 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.
- 17. Guarantee**
- a. The Supplier guarantees that the Services executed shall be correct and sound and that they shall comply with the Agreement, warrants and guarantees that the Services shall be suitable for which it is intended and be approved by any certifying authority so appointed by the Buyer and/or its client. This guarantee shall be valid for a minimum period of eighteen (18) months following the Approval of the Services by the Authorised Person in accordance with the Agreement unless a longer guarantee period is specified in the Agreement, in which case the longer guarantee period shall apply. The Guarantee Period for any part of the Services which is re-executed shall be extended by the number of days that has passed from the Approval until completion of the re-execution..
  - b. During the guarantee period set out in Article 17.1, the Supplier shall rectify all errors and faults at first written demand of the Authorised Person, all for the risk and account of the Supplier. If the Supplier does not commence to rectify the errors or defects forthwith, the Purchaser shall be entitled to do all that is necessary or to have third parties do all that is necessary to rectify the errors and faults of the Services at the risk and expense of the Supplier, and to charge the Supplier for all related costs.
- 18. Intellectual property rights**
- a. The Supplier warrants and guarantees that the Services delivered by him to the Purchaser do not infringe and/or violate any intellectual property rights of any third party, and the Supplier indemnifies the Purchaser against all claims which are made against the Purchaser in this regard. The Supplier shall refund, at first written demand, to the Purchaser 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 Service results and procedures which the Supplier has developed in cooperation with or by order of the Purchaser, are exclusively accrued to the Purchaser and cannot be provided to third parties without the written permission of the Authorised Person.
- 19. 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 subcontractor 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 Purchaser, 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 Purchaser, 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 Purchaser, 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. The Supplier may use electronic means in this context. 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 Purchaser or any other employers within the meaning of the *Wav* shall be at the expense of the Supplier, who will indemnify the Purchaser in this respect. The Purchaser shall pass on these penalties to the Supplier, who shall pass these to the Purchaser at first request or, alternatively, the Purchaser shall set off these penalties with the next payment (partial payments or otherwise) to be made by the Purchaser to the Supplier, without any notice of default being required and irrespective of any objection or appeals made by the Supplier

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against the penalty imposed. The foregoing does not affect any rights or claims of the Purchaser.

**20. 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.

**21. 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 Purchaser. 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 Purchaser. This obligation shall cease five (5) years after completion of the Agreement

**22. 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 Purchaser, its parent, subsidiary and affiliated companies against any consequences of the Purchaser 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 Purchaser 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 Purchaser has the right, and the Supplier the obligation, to provide security in a form and manner which is satisfactory to Purchaser to safeguard the proper remedy of the omission and the performance thereafter. In addition or alternatively, as the Purchaser may reasonably determine at its sole discretion in view of the seriousness of the situation, the Purchaser shall be entitled to withhold further payment of any money to the Supplier until the Supplier has remedied the situation to the Purchaser'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 Purchaser 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 Purchaser 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 Purchaser is imposed on the Purchaser by a public authority in connection with an action or omission of the Supplier, the Supplier shall indemnify the Purchaser in this regard and/or the Purchaser 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.
- d. The Supplier is deemed to be aware of, and to comply with, the provisions of the Wet allocatie arbeidskrachten door intermediairs (WAADI) (Dutch law on placement of personnel by intermediaries) with regard to the prohibition of placement of personnel by unregistered entities in the Netherlands. The Supplier confirms to be registered in the Dutch Commercial Register (Kamer van Koophandel) and that his registration states placement of personnel to be one of one of his activities

**23. 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 Purchaser cannot accept delivery of Services that places, or is likely to place, the Purchaser in a position of non-compliance with, or in contravention of, the aforementioned laws and restrictions.

**24. Applicable law and disputes**

- a. These Conditions and the Agreement(s) to which these Conditions apply, are governed by Dutch law. If any conflict should arise between them, then the Dutch version of these Conditions prevails over the English translation. The applicability of the United Nations Treaty Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is expressly excluded.
- 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 shall comply with the UK Bribery and Corruption Act.