

# Thomassen Energy

a Hanwha company

## GENERAL TERMS AND CONDITIONS OF PURCHASE OF THOMASSEN ENERGY BV

### Part A General terms and conditions of purchase of Thomassen Energy BV concerning Goods and Services

#### A.0. Definitions

In these general terms and conditions of purchase of Thomassen Energy BV, the terms below are defined as follows:

“Contract”: an Order which is accepted by the Supplier in accordance with provisions of Article A.2 whether or not based on a Framework Agreement, or on an offer made by the Supplier that is accepted by TEN in the manner referred to in Article A.2;

“Claim(s)”: losses, claims, damages, costs, expenses, liabilities;

“Delivery”: giving Thomassen Energy possession of the Goods in accordance with the Contract and/or Framework Agreement, including all corresponding documentation and certificates; or in case of Services – completion of Supplier’s performance in accordance with the Contract and/or Framework Agreement for Services (including (a) carrying out projects and/or (b) the activities that are performed by Personnel); and/or a combination thereof; including all corresponding documentation and certificates.

“Designated Persons”: (a) any person listed in any sanctions-related list of designated persons maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty’s Treasury in the UK, or other relevant sanctions authority, or (b) any person owned or controlled by any such person or persons described in clause (a).

“Framework Agreement”: an Agreement in which the Parties have agreed to the terms and conditions that will apply to several Contracts;

“Goods”: movable property to be sold and delivered by the Supplier in accordance with the Contract

“GTC”: these general terms and conditions of purchase of TEN

“Guarantee”: a term within which Supplier is obliged to repair defects or to re-Deliver within a reasonable period of time to be agreed between TEN and Supplier and at no cost for TEN, irrespective of the origin of the defect and without prejudice to the liability of the Supplier pursuant to these GTC and relevant law.

“Order”: a purchase order for a delivery of Goods and/or performance of Services issued by TEN to Supplier via electronic system for application and products or via e-mail and governed by these GTC

“Party/Parties”: TEN and/or the Supplier, all depending on the context;

“Personnel”: manpower employed, engaged or contracted by the Supplier and being made available to TEN for the execution of activities under an agreement concluded by TEN with its customer or buyer;

“Services”: activities to be performed by the Supplier under the Contract including (a) carrying out projects and (b) activities that are performed by Personnel ;

“Supplier”: supplier of TEN as named in the Order or Contract, acting in the conduct of business or a profession.

“TEN”: Thomassen Energy BV

#### A.1.General

A.1.1. These GTC shall apply to all requests for proposals, offers, Orders, Contracts, Framework agreements and other legal understandings regarding Delivery by the Supplier to TEN.

A.1.2. Acceptance of these GTC by the Supplier shall be deemed to be applicable for all future requests for proposals, offers, Orders, Contracts and Framework Agreements with TEN.

A.1.3. The Supplier hereby agrees that these GTC are the sole provisions applicable to the Delivery of

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Products and/or Services and shall supersede and prevail over the terms and conditions of the Supplier. General terms and conditions of the Supplier are expressly rejected. Supplier shall be deemed to, by entering into the agreement with Thomassen Energy, waive other conditions and/or stipulations even if the same are expressly referred to and/or are stated expressly in or on any offer, acceptance or other document originating from the supplier.

- A.1.4. No additional or inconsistent provisions proposed by the Supplier shall bind TEN unless agreed to in writing by a duly authorized official of TEN.
- A.1.5. If any term or condition of these GTC is found to be illegal, invalid or unenforceable under any applicable law, such term or condition shall, insofar as it is severable from the remaining terms and conditions, be deemed omitted and shall in no way affect the legality, validity or enforceability of the remaining terms and conditions.
- A.1.6. If any terms or conditions of the GTC are in conflict with the terms and conditions in individual Contracts or Framework Agreements, the following order of prevalence to the extent of the inconsistency shall apply:
  - a) Contract
  - b) Framework Agreement
  - c) These GTC.
- A.1.7. All notices between the Parties shall be given in writing. The Orders, Contracts, Framework Agreements, messages and all other information exchanged by the Parties by electronic or facsimile transmission shall be handled in the same manner and have the same effect as written communication on paper. Unless prohibited by applicable laws, the Parties may agree using a designated on-line tool to sign this Agreement with a digital signature. If a Party signs with such tool, the Parties agree to waive any right to dispute the signature, or the admissibility of the Agreement based on the absence of a physical signature.
- A.1.8. TEN reserves its right to modify these GTC from time to time by giving to the Supplier a prior written notice including modified text of the GTC.
- A.1.9. Nothing in any Contract or Framework Agreement shall be deemed to constitute Supplier or any of Supplier's employees, representatives or agents to be the agent, representative or employee of TEN. Supplier shall be an independent supplier and shall have the responsibility for and control over the details and means for performing the Delivery. Notwithstanding the provisions of this clause, TEN reserves its right to direct the performance of Supplier in any manner as TEN may deem necessary within the terms of any Contract or Framework Agreement.

### **A.2 Offers, Orders, conclusion of the Contract**

- A.2.1 All offers made by the Supplier are irrevocable and shall become a binding Contract for Delivery concluded between the Parties only upon TEN's written acceptance.
- A.2.2 An Order shall be accepted by the Supplier and shall become a binding Contract for Delivery if signed by the duly authorized representative of the Supplier and delivered to TEN by electronic transmission. Supplier shall not start execution of any Order before receipt of the Order duly signed by TEN.
- A.2.3 If the terms and conditions of the Order differ from the terms and conditions of the Order' confirmation, then the terms and conditions of the Order shall prevail.

### **A.3 Price**

- A.3.1 The price is based upon delivery DDP at TEN premises in Rheden, the Netherlands, unless otherwise specified in TEN' Order. Delivery terms shall have the meaning set forth in the Incoterms 2020.
- A.3.2 Unless otherwise agreed between the Parties in writing, the prices are fixed for the duration of the Framework Agreement and are exclusive VAT. In case of conclusion of multiply Contracts and in the absence of the Framework Agreement, Supplier shall not increase the prices during a period of 12 (twelve) months.

### **A.4 Payment and Invoice.**

#### **Payment**

- A.4.1 Unless otherwise agreed in writing, all payments shall be made in EURO by bank transfer to the designated by the Supplier bank account within 60 (sixty) days after TEN's receipt and acceptance of

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the invoice, which shall be issued by the Supplier not earlier than the date of the acknowledgement of receipt of Goods and/or Services.

- A.4.2 Payments for the Goods and/or Services shall not be interpreted as TEN's acceptance of Delivery. If within a reasonable period of time after payment is made, TEN shall reject the Delivery partially or entirely, then Supplier shall refund the payments made to him for the rejected Delivery within 14 calendar days after receipt of a written notice from TEN

### Invoice

- A.4.3 Supplier shall send the invoice electronically so that it can be received and processed electronically, in accordance with the specifications issued by TEN.  
Supplier's invoices must comply with the relevant legal requirements. Supplier shall send the invoice to the address specified by TEN, stating the date and number of the Contract, the VAT amount and other details requested by TEN.

### A.5 Delivery

- A.5.1. Time of shipment and Delivery shall be of the essence of any Contract and/or Framework Agreement.
- A.5.2. Delivery must be complete, made according to the specifications of the Contract on the agreed date and time, accompanied by all the documents relating to it, acknowledged by receipt by a duly authorized representative of TEN.
- A.5.3 The Delivery must be free from any right or claim of a third party.
- A.5.4. Unless otherwise agreed, Supplier shall inform TEN of the shipping date of the Goods in writing 1 (one) week prior to the shipping.
- A.5.5. Upon request of TEN the Supplier shall provide TEN with a production and/or progress planning and shall enable TEN to verify the actual progress made.
- A.5.6 Part-deliveries and deliveries more than 2 (two) weeks in advance require the prior written consent of TEN.
- A.5.7 If Supplier expects that shipment or Delivery shall delay due to whatever causes, Supplier shall immediately notify TEN in writing, stating the reason for such delay, the portion of Goods and/or Services affected thereby, the expected reasonable extended period of the delay and measures to be taken. TEN shall notify the Supplier of its approval or disapproval of the proposed measures within as a reasonable period as possible. Approval does not imply that TEN recognizes the validity of the cause of the potential delay nor does it prejudice any rights or claims of TEN pursuant to any Contract and/or Framework Agreement.
- A.5.8 If Supplier fails to effect the Delivery within a grace period agreed with TEN, he shall be in default without further notice of default. In this event TEN is entitled to claim a penalty of minimum 0,5% (a half percent) and maximum 10% (ten percent) of the total value of the relevant Contract for each working day of delay. This penalty is without prejudice to TEN's rights to terminate the Contract and to claim full compensation for damages.
- A.5.9 If Delivery becomes permanently impossible (except Force Majeure events), the aforementioned penalty will be equal to 100% of the Contract price and will become due from the Supplier immediately, without prejudice to TEN's rights to claim other damages to which it is entitled by law or by contract.

### A.6 Packaging

- A.6.1. The Goods must be properly packed according to the requirements of transport and destination and must be marked in accordance with the instructions of TEN and ISPN international norms.
- A.6.2. All packaging used, with the exception of packaging expressly agreed to be on loan, shall become the property of TEN. However, if TEN requests so, Supplier shall be obliged to take back the packaging (-material) used by the Supplier, at the expense and risk of the Supplier,
- A.6.3. Supplier shall be responsible for due observance of the national, international, and supranational regulations concerning packaging and transport, by Supplier as well as by carriers contracted by or on behalf of the Supplier and/or TEN.

### A.7 Changes, additional work

- A.7.1 Supplier shall refrain from any change in the design of the Goods or specifications of the Delivery without the prior written consent of TEN. Changes upon request of the Supplier shall in no event lead

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to price increase.

- A.7.2 TEN is entitled to change the Order and/or request additional work in writing provided that the change or additional work is technically feasible. Supplier shall notify TEN as soon as possible (at the latest within 2 weeks and in all cases prior to carrying out the change or the additional work) of the consequences of such change for the price and expected Delivery. In the absence of such timely notice the Supplier shall not be entitled to any extra price nor to extension of the delivery time.
- A.7.3. TEN shall pay for the changes or additional work to the Supplier on the last installment of its payments.
- A.7.4. If any change or additional work results in a reduction of the scope of Delivery or a decrease in the costs thereof, TEN shall be entitled to a proportional price decrease. TEN reserves its right to set it off by withholding a sum from the very next payment of the initially agreed price.
- A.7.5. If changes or additional work requested by TEN are not feasible or cannot be carried out at prices acceptable to TEN, then Supplier shall perform the Delivery according to the initially agreed Contract, provided that TEN shall reserve first its right to terminate the Contract in whole or in part. In that case Article A.17.3 of these GTC shall apply.

### A.8 Planning

- A.8.1 The Supplier shall conform to the working hours and planning of Thomassen Energy. Delivery and further activities shall be organized by the Supplier in such fashion that the activities of TEN and other (sub)contractors or suppliers of TEN shall not be disturbed.
- A.8.2 For peak times the Supplier shall provide for extra labor and have activities earned out in overtime or in shifts to the extent necessary for Delivery in time to TEN and/or securing proper progress of the activities of TEN and other suppliers or subcontractors.

### A.9 Inspection and testing

#### Goods.

- A.9.1 TEN, TEN's principals, agents or third parties acting on TEN's instructions (collectively the "Representatives") shall at all times be entitled to inspect or test the Goods ordered, wherever they may be and the Services.
- A.9.2 Supplier shall inform TEN promptly about the date on which any of the Goods are ready for pre-shipment inspection or testing in order to enable TEN and its Representatives to be present thereat and shall provide all the information and facilities required for inspections or tests at Supplier's costs. Supplier gives in advance permission to TEN and its Representatives to enter Supplier's premises or he shall arrange for the Representatives a free access to locations where the Goods are placed for inspection and/or test.
- A.9.3 In the event if the Goods do not pass the pre-shipment inspection and/or test, TEN shall have a right, in addition to the rights provided for in Article A.17, to demand the Delivery within a time limit to be stated by TEN for the new Goods which do comply with the inspection/test's requirements.
- A. 9.4. If the Goods are rejected by TEN or its Representatives during or after Delivery, TEN has a right to suspend its payment for the Goods; title and risks to the Goods shall be deemed not to have been transferred to TEN. Risks to the Goods shall remain with the Supplier. TEN may keep the Goods in safekeeping for the Supplier at the costs of the Supplier till the rejected Goods are brought in conformity with a Contract specifications as indicated below.  
TEN shall notify Supplier about rejection of such Goods in writing and without prejudice to other legal remedies, may demand at its option as the case may be:
- Delivery of that what is missing, in which case the payment term stipulated in the Article A.4.1 shall be postponed accordingly and shall not start before the date of the acknowledgement of the receipt of the Delivery of missing Goods;
  - return of the non-conforming Goods to the Supplier for replacement by new conforming Goods in which cases all the costs and risks (including but not limited to return costs and costs of storage and transportation of the non-conforming Goods) shall be borne by the Supplier;
  - repair of the non-conforming Goods without any costs for TEN;
  - reduction of the price in proportion to the divergence from what was agreed.

- A. 9.5 Supplier shall be obliged to forthwith start and proceed with the remedying defects resulting from

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inspection/ test.

- A. 9.6 If the Goods are rejected by TEN, the Guarantee period specified in the Article A.13.2 shall be extended correspondingly and shall start from the date of the acknowledgment of the receipt of delivery of conforming Goods.
- A. 9.7 Without prejudice to the Guarantee of the Supplier in Article A.13, the Goods shall be deemed to be accepted by TEN if TEN has not fully or partially rejected them within 3 (three) months from the date of Delivery or from the date of acknowledgement of receipt of the Goods by TEN or its Representatives, whichever is later.

### Services:

- A.9.8 Notwithstanding payment for Services and/or inspection made by TEN or its Representatives, all Services shall be subject to approval of TEN upon Delivery. TEN may, at its sole discretion, reject all or any portion of the Services if it determines the Services are non-conforming.
- A.9.9 If the Services are rejected in whole or in part by TEN or its Representatives by reason of Supplier's failure to (i) comply with specifications of the Contract, or (iii) meet any of provisions of these GTC, TEN may reject the Services in writing and without prejudice to other legal remedies, may demand from the Supplier at its option as the case may be:
- re-perform the Services again at costs of the Supplier; and
  - suspend its payment for the rejected Services; or
  - terminate the relevant Contract and/or Framework Agreement.

### A.10 Confidentiality.

- A.10.1 All drawings, models, designs, diagrams, technical documents and other business information ("Information") provided by TEN or by its Representatives to Supplier or being brought or having come to his knowledge in connection with or arising out of an Order, Contract, Framework Agreement or any other legal relations between TEN and Supplier ("Purpose") shall be regarded as absolutely confidential and shall not be disclosed by the Supplier to any third party or be utilized for any purpose other than the Purpose indicated above. Supplier shall keep such Information confidential and shall impose proper confidentiality obligations on personnel or on its authorized representatives who need to know such Information for the Purpose.
- A.10.2 For every infringement of the stipulations of Article A.10.1 of these GTC the Supplier forfeits and shall pay to TEN a penalty of EUR 50.000,- (fifty thousand Euros) per event of infringement, and EUR 1,000 (one thousand) for each day that such infringement continues, without prejudice to TEN's right to claim specific performance and/or full amount of damages and file for an injunctive relief at any court of any jurisdiction.
- A.10.3 If any non-disclosure agreement ("NDA") is concluded between the Parties prior to entry into these GTC, terms and conditions of this NDA shall apply to this Article A.10. In case of conflict of provision, to the extent of non-consistency, terms and conditions of this Article A.10 shall prevail.
- A.10.4 This Article "Confidentiality" shall survive cancellation of any Order, termination or expiration of any Contract, Framework Agreement or end of any other legal relations between the Parties for a period of 5 (five) years from the date of such cancellation, termination or expiration.

### A.11 Transfer of rights and obligations. Sub-contracting.

- A.11.1 TEN is entitled to transfer its rights and obligations ensuing from any Contract or Framework Agreement to its affiliated companies without consent of the Supplier but upon a prior written notice.
- A.11.2 Supplier may not transfer or sub-contract any of its rights and obligations to the third parties without a prior written consent of TEN. Consent by TEN as referred to herein shall not release the Supplier from any obligations agreed between the Parties and Supplier shall remain primarily liable towards TEN for performance of its sub-contractors.

### A.12 Risk and title.

- A.12.1 Title and risk to the Goods shall pass to TEN upon Delivery. In case of prepayment the title to the Goods shall pass to TEN upon prepayment.
- A.12.2 Supplier shall insure and maintain all risks of possible damage to the Goods to be delivered by it on conditions satisfactory to TEN. Supplier shall provide TEN with the insurance policy(s) concerned. In

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case such policies are not provided by Supplier or in TEN's opinion the Supplier has not taken out sufficient insurance coverage, then Supplier hereby irrevocably authorizes TEN to insure the Goods to be delivered by the Supplier at Supplier's costs.

### **A.13 Guarantee.**

- A.13.1 Supplier guarantees that all Goods and Services delivered are of first-class design, construction, execution, materials, composition and quality, in conformity with drawings, other data and the standards and specifications employed by TEN, suitable for the intended use, safe, and in conformity with any relevant government regulations.
- A.13.2 Supplier's Guarantee shall be at least twenty-four (24) months after Delivery date. If the delivered Goods, or the Goods with respect to which the Service has to be performed, are meant to form a part of another object, the term of Guarantee shall be at least twenty-four (24) months from the start of commercial operation of that object.
- A.13.3 The responsibility for and burden of proof of proper performance by the Supplier shall always remain on the Supplier and neither shall be affected by inspections, approvals, acceptance or payment by TEN.

### **A.14 Liability and indemnity.**

- A.14.1 Nothing in these GTC shall exclude or restrict:
  - (i) any liability finally judicially determined to arise primarily from the wilful misconduct ("*opzet*") or gross negligence ("*bewuste roekeloosheid*") of the Parties ; or
  - (ii) any other liabilities which cannot lawfully be limited or excluded, save to the extent permitted by law.
- A.14.2 TEN shall never be liable for consequential losses or damages including, without limitation, damages or losses of production, profits or income, loss of business or loss of business expectations or loss of contract.
- A.14.3 TEN 's liability for any Claim(s) arising whether for one Claim or series of related Claims shall be limited to the price of the Goods or the Services giving rise to the Claim under a relevant Contract.
- A.14.4 Supplier shall defend, indemnify and hold TEN harmless against (i) Claim(s) of third parties brought in connection with performance of the Supplier under any Contract or Framework Agreement (ii) Supplier's breach of its obligations, representation and warranties under Articles A.15 (Intellectual property. Tools), A.10 (Confidentiality), A.20 (Compliance), B.4 (Environment) and B.2.2 (Personnel)

### **A.15 Intellectual property. Tools.**

- A.15.1 Supplier warrants that (the use of) the delivered Goods and/or Services does not violate any intellectual or industrial property right. Supplier shall indemnify, defend and hold TEN harmless in regard to claims of that nature by third parties.

Where a claim to which this clause applies is made, the Supplier must, at its expense, use its best endeavours to:

  - (i) modify the Goods or Services; or substitute alternative Goods or Services (in any case without reducing performance or functionality) so as to avoid the infringement or alleged infringement of the Intellectual property rights; or
  - (ii) procure the grant of a licence or licences from the pursuer, claimant or complainer, on terms acceptable to TEN, so as to avoid the infringement or alleged infringement of the intellectual property rights of the pursuer, claimant or complainer.
- A.15.2 Drawings, illustrations, designs, models, calculations, operating procedures, tools, etc. furnished by TEN to the Supplier or purchased or made by or on behalf of the Supplier at costs of TEN in connection therewith, and the intellectual and industrial property rights related thereto, belong exclusively to TEN and TEN will be considered the maker and the designer, all irrespective of whether they have been separately charged to TEN or included in the price of the Goods or Services. Supplier hereby to the extent necessary and possible and its own costs transfers these rights to TEN and shall do all what is necessary or helpful to enable TEN to exercise these rights.
- A.15.3 Supplier shall not use the name, logo or trademarks of TEN, or any abbreviation thereof without the prior written consent of TEN.
- A.15.4 Supplier is required to mark the tools referred to in the previous clause as the recognisable property of

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TEN in accordance with an inventory list to be made available by the Supplier to TEN, to maintain them in good condition and to insure them at his own cost against all risks as long as the Supplier has these tools in his possession.

- A.15.5 Supplier shall not sell, sub-lease or otherwise transfer or use the tools for the purpose other than performance under a Contract or Framework Agreement.
- A.15.6 If TEN reviews drawings, illustrations, designs, models, calculations, operating procedures, specifications or data submitted by Supplier to TEN in connection with any Contract or Framework Agreement ("Data") and makes suggestions or comments, or approves such Data, TEN's suggestions, comments or approval shall be deemed only an expression of TEN's opinion and shall not relieve Supplier of its obligations for the reliability, quality, rate of output, costs, Delivery, performance, warranties or the Guarantee under any Contract or Framework Agreement.

### **A.16 Safety, environment.**

- A.16.1 Supplier and Supplier's employees or third parties engaged by Suppliers shall take into consideration safety and environmental regulations laid down by the relevant government and must also comply with rules, orders and instructions in force in the place where the work is performed with respect to public order, safety, environment and monitoring.

### **A.17 Suspension and termination.**

- A.17.1 TEN is authorized to suspend its own obligations under a Contract or Framework Agreement or to rescind or terminate any Contract or Framework Agreement in whole or in part (hereafter "rescission") immediately by means of a written declaration, if and insofar as:
- the Supplier does not, does not in a timely fashion, or does not adequately fulfill any material obligation towards TEN, provided that the breach is not remedied by the Supplier within 30 (thirty) days of the receipt of TEN's notice of breach;
  - in case of moratorium or bankruptcy of the Supplier
  - attachment of (a part of) TEN 's property or Goods intended for the implementation of the Contract or Framework Agreement
  - breach by the Supplier of Articles A.10 (Confidentiality), A.15.2 and A.15.3 (Intellectual Property, Tools), A.20 (Compliance) and A.22 (Non-publicity)
  - closing down or liquidation of TEN's business. In this case TEN is only obliged to compensate the Supplier at the pro rata price for the Goods or Services already delivered and accepted, but only insofar as the Services delivered were also in fact useful to TEN and/or TEN desires to keep the Goods,

all these without prejudice to TEN's right to claim damages to which it is entitled by virtue of law and/or contract.

- A.17.2 Failure to fulfill in a timely fashion as referred to in Article A.17.1a) also occurs if there is a delay in production or implementation of plans/ forecasts received or stipulated by TEN, or if under the circumstances the presumption is reasonably justified that a delay shall take place in the execution of any (part of an) obligation under a Contract or Framework Agreement.
- A.17.3 TEN is authorized to rescind any Contract or Framework Agreement in whole or in part by means of a prior written declaration to the Supplier if the agreement with TEN's buyer or customer (for whose benefit TEN entered Contract or Framework Agreement with the Supplier) is for whatever reason rescinded, terminated or suspended in whole or in part. TEN is in that case only obliged to compensate the Supplier at the pro rata price for the Goods or Services already delivered and accepted by TEN. Article A.14.2 shall apply to provisions of this Article A.17.3.
- A.17.4 Apart from the above-mentioned cases, TEN is authorized to terminate any Contract and/or Framework Agreement for convenience by means of a written declaration, against payment at the pro rata price for the Goods or Services already delivered and accepted, and if the Supplier established that it has thereby suffered damage or loss, increased by a maximum of 10% of the remaining agreed price of the rescinded Contract as sale and exclusive compensation for this damage and loss. Article A.14.2 shall apply to provisions of this Article A.17.4.
- A.17.5 Upon termination of any Contract and/or Framework Agreement for whatever reason, Supplier shall

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return to TEN all documents, tools and materials of TEN within 7 (seven) calendar days at Supplier's cost and risk. If he violates this obligation, Supplier shall owe TEN a fine, payable on demand, of EUR 5,000 (five thousand) as well as a fine of EUR 1,000 (one thousand) payable on demand, for each day that this violation continues, without prejudice to the right of TEN to compensation of the financial loss to the extent that it exceeds the fine.

A.17.6 All claims that TEN has towards the Supplier or that come to exist on the date of the declaration on rescission or declaration on termination for convenience issued by TEN shall become payable immediately and in full.

### **A.18 Force Majeure.**

A.18.1 If TEN or the Supplier are prevented from performance under a Contract and/or Framework Agreement for more than 60 (sixty) calendar days by force majeure, either Party is entitled to rescind the relevant Contract and/or Framework Agreement without any liability by means of a written notice, provided however that TEN shall pay at the pro rata price for the Goods and Services already delivered and accepted till the moment when force majeure has started. For the purpose of this clause force majeure is defined as an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the Contract and/or Framework Agreement, if and to the extent that that Party proves that such impediment is beyond its reasonable control; and [b] that it could not reasonably have been foreseen at the time of the conclusion of the Contract or Framework Agreement; and [c] that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.

A.18.2 In any case, not considered to be a force majeure event or circumstance: improper access to or overloading of computer systems and networks, a shortage of personnel, the illness of personnel, strikes, overdue Delivery or shipment, non-availability of materials, transport problems and shortcomings on the part of third parties or suppliers engaged by the Supplier, irrespective of whether these shortcomings are imputable to the Supplier.

A.18.3 Supplier shall inform TEN immediately in writing if an impediment causes him inability to perform or he expects an upcoming event or circumstance which will cause him inability to perform. Supplier is obliged to take proper measures to mitigate harmful consequences of force majeure and inform TEN on expected duration of delay in his performance and on progress in mitigation measures. If, however, delay in performance of the Supplier will be longer than 60 calendar (sixty), TEN has the right to invoke its rights under Article A.18.1.

### **A.19 Assignment, set off.**

A.19.1 Assignment to and/or the vesting of a security interest by the Supplier in his claim towards TEN without the written permission of TEN is prohibited and is without effect as regards TEN and TEN's affiliates.

A.19.2 TEN is at all times authorized to set off all what TEN and/or TEN's affiliates owe(s) to the Supplier with what the Supplier and/or companies affiliated with the Supplier owe(s) or will owe to TEN and/or TEN's affiliates, irrespective of whether or not due, subject to conditions, or subject to a time stipulation.

### **A.20 Compliance.**

#### **A.20.1 General:**

Supplier represents and warrants that he acts in compliance with applicable (inter) national legislation, regulations, standards, norms, directives and codes in connection with implementation of the Contract and/or Framework Agreement, including but not limited to the applicable legislation and regulations governing the environment, workers and international trade, such as embargos, import and export restrictions and sanction lists.

Supplier shall ascertain whether his business partners and employees are named on the list of Designated persons and shall refrain from entering into transactions with the Designated Persons.

#### **A.20.2 Anti-bribery:**

Supplier represent and warrants that neither Supplier nor any of its affiliates has taken and neither will take any actions in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any government official (including any officer or employee

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of a government or government-controlled entity or instrumentality, or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or official thereof, or candidate for political office, all of the foregoing being referred to as "Government Officials") or to any other person while knowing that all or some portion of the money or value was or will be offered, given or promised to a Government Official for the purposes of obtaining or retaining business or securing any improper advantage or influencing official action.

No part of the payments received by Supplier from TEN will be used for any purpose which would cause a violation of law, including, without limitation, anti-bribery laws of any country or jurisdiction, by Supplier.

### A.20.3 **Child labor due diligence:**

Supplier represents and warrants that:

- a) he will comply with the Dutch Child Labour Due Diligence Act and shall perform due diligence to assess whether a reasonable suspicion exists that the Goods and Services to be supplied to TEN have come to an existence using child labour and shall implement actions plans to eliminate child labour from his supply chain.
- b) neither he nor his affiliated entities are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

### A.20.4 **Personal data protection:**

In so far as the Supplier, as a processor within the meaning of the General Data Protection Regulation (EU) 2016/679 ("GDPR") processes personal data for TEN in the content of implementation of any Contract or Framework Agreement, the Supplier guarantees the application of appropriate technical and organisational measures, so that processing meets the requirements of the GDPR and the protection of the data subjects is ensured. The Supplier will process personal data only for and on the basis of written instructions from TEN, barring statutory rules to the contrary. The Parties will regulate the processing of personal data by the Supplier for TEN by means of a data processing agreement.

### A.21 **Insurance of liability.**

Supplier shall be bound to insure his liability, both in regard to TEN and vis-à-vis third parties, for a sufficient amount, with exclusion of the right of recourse against TEN and TEN's customers.

### A.22 **Non-publicity.**

- A.22.1 Supplier shall not disclose to any third party information concerning the realization of any Contract or Framework Agreement with TEN or any agreement between TEN and TEN's customer for whose benefit the agreement with the Supplier was entered into, or newsworthy information, which it may acquire under the agreement, unless and to the extent reasonably necessary to perform in compliance with any Contract and/or Framework Agreement.

### A.23 **Disputes and applicable law.**

- A.23.1 These GTC and all proposals, offers, Orders, Contracts, Framework Agreements and other understandings between the Supplier and TEN shall be exclusively governed by the laws of the Netherlands. The UN Convention on Contracts for the International Sales of Goods, 1980 (CISG) shall not be applicable.
- A.23.2. All claims and disputes arising out of or relating to these GTC, any proposal, offer, Order, Contract, Framework Agreement or any other legal relations between the Parties shall be settled by the competent court in Rotterdam, The Netherlands. However, TEN shall have the right to submit any claim or dispute to a court that would have jurisdiction pursuant to the applicable rules of international law in the absence of the foregoing stipulation.
- A.23.3. As an exception to Article A.23.2, if Supplier is domiciled outside the European Union, or in Iceland, Switzerland or Norway, all claims and disputes between the Parties arising out of or relating to these

## GENERAL TERMS AND CONDITIONS OF PURCHASE OF THOMASSEN ENERGY BV

GTC, any proposal, offer, Order, Contract, Framework Agreement or any other legal relations between the Parties shall be finally settled in accordance with the Arbitration Rules of The Netherlands Arbitration Institute (Netherlands Arbitrage Institute). The arbitral tribunal shall be composed of three arbitrators. The place of arbitration shall be Rotterdam, The Netherlands. The arbitral procedure shall be conducted in the English language. The arbitral tribunal shall decide in accordance with the rules of Dutch law. Consolidation of the arbitral proceedings with other arbitral proceedings pending in The Netherlands, as provided for in Section 1046 of the Dutch Code of Civil Procedure, shall be excluded.

### **Part B Supplement to the General terms and conditions of purchase of Thomassen Energy BV concerning Services and contracting out of work**

#### **B.1 Applicability.**

B.1.1 This supplement to the GTC General Terms of Purchase shall be applicable to Contracts and Framework Agreements with TEN for the performance of Services by the Supplier and for the execution of activities by Personnel provided by Supplier to TEN, not being the contracts of employment and whether or not combined with the supply of Goods. In the event of conflict of provisions between Part A and Part B of these GTC with respect to the subject matter of this Part B, provisions of Part B shall prevail.

#### **B.2 Personnel.**

B.2.1 Personnel shall work under management of TEN in a job-site of a customer of TEN. If Supplier wishes to make use of other than his own Personnel, either by way of borrowing Personnel or by way of contracting out ("Loan Personnel"), he must have written consent from TEN for that purpose before the commencement of the activities.

B.2.2 Supplier warrants that all Personnel :

- a) must be able to identify themselves (as such)
- b) possess necessary permits and approvals, excellent first-class expertise and professionalism to perform the agreed activities
- c) masters English language in both written and verbal form
- d) shall report to TEN or TEN's authorized representatives in execution of activities
- e) shall strictly comply with TEN safety regulations
- f) shall be adequately insured for any injury/damage/loss for which TEN could be held liable (subject to provisions of Article A.14 of Part A of the GTC). Prior to performance of Services the Supplier shall provide TEN with a copy of the relevant insurance policy or certificate issued by the insurer confirming the insurance coverage
- g) comply with general standards of decent manners
- h) shall not engage in any act that is intended, or may reasonably be expected to materially harm the reputation, business, prospects or operations of TEN

#### **B.3 Supporting materials, tools, energy etc.**

B.3.1 Supplier shall provide Personnel with all the necessary tools and auxiliary materials including appropriate clothing and safety devices

B.3.2 If TEN supplies to the Supplier, auxiliary materials, tools, equipment, oxygen, gas, electricity, light and water, then TEN shall be entitled to charge the costs thereof to the Supplier.

B.3.3 Auxiliary materials, tools and equipment shall remain property of TEN if supplied by TEN and shall, if supplied by Supplier, become property of TEN if the costs thereof are charged to TEN by the Supplier.

#### **B.4 Environment.**

B.4.1 In consultation with TEN, Supplier shall arrange for the daily removal of all rubbish, waste, surplus materials and substances left behind by those carrying out the Services. Supplier shall guarantee compliance with the environment regulations in force during the execution of the Services. Supplier shall reimburse to TEN all damages and costs caused by non-compliance therewith and shall indemnify TEN against claims by third parties in this respect.

## GENERAL TERMS AND CONDITIONS OF PURCHASE OF THOMASSEN ENERGY BV

### **B.5 Medical care**

B.5.1 The Supplier may be charged a contribution for the availability of the medical service present at a site where activities shall be performed, in addition to which the Services rendered and medicines and bandages supplied to the Supplier's Personnel or persons working for him will be charged to the Supplier.

### **B.6 Social Insurance Premiums and Taxes.**

B.6.1 Supplier shall pay on time all Social Insurance premiums and wages and salaries tax due and fulfill on time its corporate obligations.

B.6.2 Supplier shall have a frozen account (G-rekening) and shall comply with all regulations concerned. TEN is entitled to pay a part of the Contract price (about) equal to the social insurance premiums and wages and salaries tax owed by Supplier in respect of the work into the G-rekening of Supplier.

B.6.3 Without prejudice to Article B.6.2 of these GTC, TEN is entitled to deduct from the Contract price an amount (about) equal to the social insurance premiums and wages and salaries tax owed by Supplier in respect of the Services and activities, in order to pay it directly to the Industrial Insurance Board and/or Collector of Direct Taxes. By making such payment the debt of TEN to the Supplier is discharged to the amount concerned.

### **B.7. Information and documents. Personal data of Personnel.**

B.7.1 Supplier shall have, and at the request of TEN submit for inspection to TEN and/or provide TEN with copies of:

- a) a valid certificate of registration with an Industrial Insurance Board and registration number, if the Industrial Insurance Board concerned provides such certificates;
- b) a permit to establish a business, if required;
- c) a recent statement regarding both the payments made by the supplier to the Collector of Taxes and the Industrial Insurance Board;
- d) a weekly list of all Personnel, who have been or will be employed in the week concerned by Supplier in connection with the execution of Services and activities containing names, addresses, dates and places of birth and social security numbers (SOFI numbers) .
- e) adequate records specifying all amounts due in respect of both employee and general social insurance premiums and in respect of employees' wages and salaries tax, regarding all Personnel mentioned above under d.
- f) a statement specifying the amount of wages and salaries, which is incorporated in the Services as they have been carried out and specifying the period of time in which the Services were carried out.
- g) frozen account agreement (IG-rekening overeenkomst) and frozen account number

B.7.2 At the first request of TEN the Supplier shall also provide TEN with all information and documents, which TEN may reasonably desire in order to ascertain whether the Supplier fulfils its obligations arising from social security and tax legislation.

### **B.8 Invoice.**

B.8.1 Supplier's invoices must comply with the relevant legal requirements and should therefore include at least the following information:

- a) The Contract number of TEN and that of Supplier which relates to the work;
- b) The work and the location(s) of TEN implementation to which the invoice refer;
- c) The period of time and job to which the invoice refers;
- d) The amount of wages and salaries (= the contract price excluding VAT and costs of materials) incorporated in the invoiced amount:
- e) The name and address of Supplier;
- f) A declaration as to whether the regulations governing the deferment of VAT are applicable or not. If they are applicable, the declaration should state "VAT deferred" ("Omzetbelasting verlegd").
- g) The number of the frozen account of the Supplier:
- h) The Industrial Insurance Board with which Supplier is registered and his registration number.

### **B.9 Inspection.**

# Thomassen Energy

a Hanwha company

## GENERAL TERMS AND CONDITIONS OF PURCHASE OF THOMASSEN ENERGY BV

TEN or its Representatives may at all times inspect the Services rendered by the Supplier or the Personnel.

If such inspection reveals that price of the Services actually rendered is higher than the price initially agreed under the Contract, difference in price shall be for the risk and account of the Supplier.

Any invoice of the Supplier exceeding the price initially agreed between TEN and Supplier shall be rejected.

If Supplier expects that scope of activities to be rendered by its Personnel shall require greater amount of work, he shall immediately notify TEN thereof in writing justifying his notice by detailed explanation. TEN at its own discretion shall approve or disapprove change in the scope of activities. If Supplier fails to notify TEN in writing at least 5 working days before Personnel shall start performance of the activities, then Supplier shall not be entitled to rely on such circumstances as a purported justification for an increase in the price, even in case if TEN or its Representatives shall approve the timesheets submitted by Personnel.