



GENERAL CONDITIONS FOR PURCHASE OF GOODS AND SERVICES BY AMPELMANN GROUP COMPANIES

rev. 3 d.d. 1st of September 2018

1. Definitions

'Ampelmann':	The Ampelmann group company acting as the contractual counterpart of the Supplier on behalf and of whom the Order for the provision of Goods and/or Services has been awarded.
'Ampelmann Group':	Ampelmann, and its affiliates, its and their customers, its and their respective contractors and subcontractors (of every tier), and its and their affiliates, and employees of any of the foregoing.
'Classification Society':	An accredited Classification and Certification Society or a third party testing laboratory, which is appointed by Ampelmann to check and/or assure the Goods and/or Services
'Contract Price':	The total of all payments due to Supplier under the Contract.
'Goods':	All goods and any part or component thereof to be provided by Supplier as specified in the Contract, excluding the Services.
'Order':	Ampelmann's Order in writing issued to Supplier for the provision of Goods and/or Services.
'Services':	All services and any part or component thereof to be performed by Supplier to Ampelmann as specified in the Contract, excluding the supply of Goods.
'Specifications':	The Goods specification or Service specification developed and/or agreed with Ampelmann and forming part of the Contract.
'Sub-supplier':	Any person or company (other than Ampelmann) having a contract with Supplier for the supply of the Goods and/or Services or a part thereof.
'Supplier':	The legal entity acting as the contractual counterpart of Ampelmann responsible for providing Goods and/or Services to Ampelmann.
'Supplier Group':	Supplier, its Sub-suppliers and/or subcontractors of every tier, its and their affiliates, and employees of any of the foregoing.

2. General

2.1 These General Conditions are binding to and are an integral part of the Contract, the Order and/or supplement Order(s). Terms and conditions issued by Supplier are hereby explicitly rejected, and Supplier waives any right which it might have to rely on such terms or conditions.

2.2 In the event of a conflict between the terms specified in these General Conditions and the Contract, the terms specified in the Contract shall prevail.

2.3 Unless the context otherwise requires, words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa.

3. Order Confirmation

3.1 An Order is effective if Supplier confirms the acceptance of the Order by sending a written confirmation to procurement@ampelmann.nl within 3 (three) business days after the date of the Order.

3.2 If Supplier fails to send a written confirmation within 3 (three) working days, or if Supplier commences work before confirming the Order, the Order is considered to be accepted by Supplier and may not be changed or modified.

3.3 Ampelmann does not accept any responsibility for verbal Orders.



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3.4 Ampelmann at all times shall be entitled to procure Goods and/or Services similar or equal to the Goods and/or Services from third parties without any liability towards Supplier.

4. Discrepancies

4.1 If Supplier finds any discrepancies, ambiguities, errors, omissions or contradictions between various parts and/or documents of the Contract he shall immediately inform Ampelmann and confirm same in writing. Any work performed after such discovery, until authorized by a formal written change order, will be at the Supplier's risk and expense.

5. Supplier's general obligations

5.1 Supplier will perform his obligations under the Contract and the Order in accordance with the standards of care and diligence practiced by firms performing services of a similar nature and in conformity with the Specifications.

5.2 Supplier shall take care that all business licenses and registrations required for the performance of the Contract and the Order on basis of current applicable law and regulations are obtained.

5.3 In case Supplier is involved in permitting, Supplier accepts responsibility for the provision of the technical documentation necessary for application (also if the application is done on Ampelmann's behalf) of permits for realization and operation of the project.

5.4 Where Goods and/or Services are to be provided offshore, Ampelmann shall provide - for the offshore part of the transport - at no cost to Supplier Group, all routine and medivac transportation for Supplier Group provided personnel, and transportation for equipment and material provided by Supplier.

6. Changes

6.1 Ampelmann has the right, at any time, by giving a written notice to Supplier, to propose any changes, modifications, additions or omissions to, in or from the Goods and/or Services (hereinafter referred to as 'Change').

6.2 Whenever Ampelmann shall desire to make such Change(s), Ampelmann shall notify Supplier in writing, describing the Change(s) desired in sufficient detail so as to enable Supplier to appraise its nature and extent.

6.3 Within 3 (three) working days of receipt of the notice of proposed Change(s) from Ampelmann Supplier shall inform Ampelmann of the cost of such Change(s) including a reasonable cost break down in a form mutually agreed indicating adjustment of the Contract Price, any required extension of the Time for Completion and/or changes of the Design.

6.4 Within 3 (three) working days after receipt of said information from Supplier Ampelmann shall approve the execution of such Change(s) in accordance with the terms set out by Supplier or on such other terms as Ampelmann and Supplier may agree in writing prior to the execution of such Change(s).

6.5 Supplier may suggest any Change(s) it considers necessary or desirable during the execution of the Contract. Any such Change(s) shall be submitted for the approval of Ampelmann together with an explanation of the ground therefore, the cost of such Change(s), any required extension of the Delivery Date and/or any other changes to the Order. Ampelmann shall approve and/or comment in writing to Supplier within 3 (three) working days of the receipt of the proposal. The proposed Change(s) shall be considered valid only if approved by Ampelmann.

6.6 Until the approval for the Change(s) is given in accordance with this Clause and the terms of the execution and the payment therefore have been agreed in writing, Supplier shall not execute any Change(s) to the Goods and/or Services nor shall any change be made to the Delivery Date.



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6.7 After such approval, the Contract Price, the Delivery Date and any other obligations under the Contract shall be modified to the extent so agreed by Ampelmann and Supplier and Supplier shall promptly execute such Change(s) and shall make any revision in the Contract documents as may be necessary.

6.8 If changes in product specifications can be foreseen, due to changes in legislation or changes in components of Sub-suppliers etc., Supplier shall inform Ampelmann of these changes immediately after these are known to Supplier.

7 Quality and Inspection

7.1 Ampelmann reserves the right to inspect the Goods and/or Services at any point in time prior to dispatch. Supplier will provide full cooperation in assisting the inspection. The inspection can be conducted by a representative of Ampelmann and/or a third party appointed by Ampelmann. Supplier shall always grant Ampelmann, or an expert designated by Ampelmann, access to Supplier's premises (within business hours) and offer all due assistance free of charge.

7.2 Ampelmann's and/or third party's inspection and expediting costs including fees, travel and accommodation expenses as per sub-clause 7.1 above, shall be at Ampelmann's account. Notwithstanding the foregoing and except to the extent waived by Ampelmann in writing, in instances of Supplier's poor and/or defective workmanship and/or delays where each instance results in one or more additional visits to inspect or expedite remedial actions, Ampelmann's inspection and expediting costs shall be for Supplier's account.

7.3 If Goods and/or Services appear as a result of testing not to be in compliance with the requirements of the Order all costs of replacing Goods and/or Services and additional testing are for Supplier's account.

7.4 Supplier shall at its own expense correct any defects in the Goods and/or Services. If rejected at the delivery place by Ampelmann, Supplier shall pay all handling and transportation charges incurred in delivery and return. At request of Ampelmann defects correction may be postponed until after installation of the Goods.

7.5 Ampelmann reserves the right to inspect the packing of the Goods and/or Services and the packing lists. Ampelmann shall be given the opportunity to compare the contents of the packing with the packing lists.

7.6 Inspections shall not relieve the Supplier complying with all expressed or implied specifications and guarantees.

8. Ownership and Risk

8.1 Without prejudice to any other right of Ampelmann under the Contract or the Order, Supplier warrants and ensures that Ampelmann will be the owner of the Goods and/or Services at whichever is the earlier of the following times:

- a) when the Goods and/or Services or part thereof can be identified as to be delivered to Ampelmann;
- b) when payment for the Goods and/or Services has been received by Supplier; or,
- c) when the Goods and/or Services or part thereof is delivered at the delivery place

8.2 Supplier shall issue to Ampelmann documents in such a form as Ampelmann may reasonably require evidencing Ampelmann's title to such Goods and/or Services or part thereof. All parts that are intended for incorporation in the Goods and/or Services shall be registered by Supplier as being held on behalf of Ampelmann and as being the property of Ampelmann and such Goods and/or Services shall be segregated by Supplier and shall be marked or otherwise identified as such.

8.3 Supplier shall indemnify Ampelmann against any claim, loss or damage arising from any defect in the title to or encumbrance or charge or lien on the Goods and/or Services.



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8.4 Risk and responsibility for the Goods and/or Services shall pass to Ampelmann upon delivery of the Goods and/or Services.

9. Drawings/Documents

9.1 Supplier shall, within the time specified, submit final drawings/documents for approval, in accordance with Order requirements.

9.2 Supplier shall be responsible for correctness and completeness of the documents prepared by or on behalf of Supplier under the Order and shall not be absolved from this responsibility by reason of any approval whether expressed or implied by or on behalf of Ampelmann. Approval of drawings/documents by Ampelmann does not release Supplier from its obligations to adhere to standards of rules and regulations and good workmanship.

10. Guarantee

10.1 Supplier warrants that: (i) The Goods and or Services are fit for the purpose for which they are intended; (ii) the Goods are new, of good quality and free of defects in design, processing, fabrication, construction and measurement, as well as free of defects in the parts and/or materials used; (iii) the Goods and/or Services are in conformity with the Contract; and (vi) the Goods and/or Services are fully in compliance with all of the applicable laws, regulations, and any other rules deemed applicable.

10.2 Unless otherwise agreed in writing, Supplier warrants the proper execution of the Order for a period of 24 months after delivery under the Order or 12 months in operation whichever is the latter

10.3 This guarantee shall run to Ampelmann, his successors and assignees.

10.4 Supplier agrees to replace or repair at Ampelmann's option promptly at no expense to Ampelmann any Goods and/or Services not conforming to the foregoing requirements, when so notified by Ampelmann.

10.5 In the event of failure by Supplier to replace or repair Goods and/or Services as required, Ampelmann may replace or repair same and charge Supplier the cost thereof.

10.6 Fresh guarantee periods equal to those specified in clause 10.1 shall apply to replaced or repaired Goods and/or Services.

10.7 Repair may be effected or replacements may be made by Ampelmann or by a third party on its behalf on Supplier's account without authorization by Supplier or without Supplier having had the opportunity to inspect the defects in the Goods and/or Services in cases where it would be unreasonable or impractical to give the Supplier an opportunity of inspecting and/or remedying defects or to demand that prior authorization be obtained, inter alia in view of no means of communication, the threat of downtime, further damage or loss which might result thereof.

10.8 If - in the event of failure by Supplier - repairs, replacements or inspections are carried out, any direct cost incurred by Ampelmann, including but not limited to the cost of detection of the defect, inspection, removal, transport, repair, excavation, replacement, reinstallation and retesting of the Goods and/or Services together with the cost of cleaning up shall be charged to Supplier's account.

11. Delivery

11.1 The date(s) stipulated for delivery of the Goods and/or Services (hereinafter referred to as 'Delivery Date') shall be of material importance of the Order.

11.2 Without prejudice to Supplier's obligation to deliver the Goods and/or Services on time, Supplier shall give Ampelmann written notice immediately if any delay is foreseen. Further, Supplier shall promptly submit its proposal indicating the measures Supplier shall take at its own account measures to make good the delay in order to maintain the agreed upon delivery date.



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11.3 Should Supplier fail to take aforesaid measures or should Ampelmann not approve of such measures acting reasonably, Ampelmann reserves the right to require Supplier or a third party to forthwith implement for Supplier's account such measures as Ampelmann deems necessary.

11.4 In the event Ampelmann determines, acting reasonably, that Supplier's performance is such that it will cause a substantial delay in Supplier's delivery of the Goods and/or Services, Ampelmann reserves the right to remove, after having given Supplier written notice, the Goods and/or Services or any part thereof from Supplier's and/or Sub-supplier's premises and to complete the manufacture or have it completed by any means at Supplier's cost without prejudice to any other rights or remedies Ampelmann may have under the Order or at law.

11.5 Delivery of the Goods shall include:

- a) a complete packing list (including in the event of DGR category goods correct MSDS sheets);
- b) export information such as country of origin;
- b) the Ampelmann Order reference;
- c) an overview of delivered Goods and /or Services and the Goods and/or Services in backorder/to be delivered; and
- d) in compliance with Ampelmann requested Packing List remarks, if any where explicitly mentioned in the Order.

11.6 In the event Ampelmann has inserted Supplier's premises as Delivery Place for delivery of goods by another supplier, Supplier shall inform Ampelmann of the receipt of the goods within 3 (three) business days.

11.7 Supplier shall pack and/or safeguard the Goods to ensure that they will reach their destination in good condition when shipped by normal means of transport, and that they may safely be unloaded once they reach their destination.

11.8 Supplier shall strictly adhere to all rules and regulations imposed by authorities and/or Ampelmann regarding certification, labeling and/or shipment of the Goods and documents accompanying the delivery of the Goods.

11.9 In the event Supplier provides hazardous substances or dangerous Goods to Ampelmann the Supplier shall: (i) ensure that such Goods are labeled in the regulated format; (ii) supply a material safety data sheet (MSDS), with the supply of the first supply to Ampelmann, (iii) provide an updated MSDS when any change is made to its contents.

11.10 Supplier shall state the Order number or any other reference provided by Ampelmann upon placing the Goods on the shipping documents accompanying the Goods.

11.11 The Goods shall be delivered during Ampelmann's business hours unless otherwise specifically requested in writing by Ampelmann.

12. Acceptance

12.1 Upon delivery of the Goods, Ampelmann shall inspect the condition and quantity of the Goods within a reasonable time after their delivery. Ampelmann shall have accepted the Goods when the acceptance form has been signed by Ampelmann, or if the Goods are used by Ampelmann. If the inspection indicates that the Goods are inconsistent with the Contract, Ampelmann may reject the Goods or accept the Goods at a lower price. In the event Goods have been rejected, Supplier shall collect the Goods as soon as reasonably possible and redeliver new Goods.

12.2 For clarity, in the event the Goods have been rejected, the Goods shall remain the property of Supplier. Ampelmann shall act diligently not to damage the Goods.



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12.3 Completion shall be achieved when the Services have been fully performed and both Parties have fulfilled their obligations in accordance with the requirements of the Contract.

Ampelmann shall have accepted the Services when the acceptance form has been signed by Ampelmann. In the event of delivery of design, Ampelmann shall have accepted the Services upon class approval (classification society).

13. Price

13.1 Offers and price lists provided by Supplier and agreed by Ampelmann, may not be changed by either Party. Prices and delivery times stated in the Contract are fixed.

13.2 The prices for the Goods and/or Services include all preparatory and other work necessary to satisfy the requirements imposed by Ampelmann in the Contract (including but not limited to packaging, transport and customs).

14. Payment

14.1 Unless agreed otherwise, Supplier may not invoice Ampelmann until the obligations under the Contract have been performed in full. The prices and quantity on the invoice shall be equal to the prices and quantity in the Contract. The invoice shall include the Order number of the Goods and/or Services as specified in the Contract.

14.2 Subject to any other terms of the Order regarding penalties, bonuses, bank guarantees and payments, Ampelmann shall arrange payment of the Contract Price within 60 days from date of receipt of correct and complete invoice and after delivery and acceptance of all ordered materials, equipment and services and associated documentation.

14.3 Ampelmann shall pay Supplier the amount to which Supplier is entitled in accordance with the terms and conditions of the Order.

14.4 Payment does not constitute acceptance.

14.5 Supplier's invoice shall state the Ampelmann Order reference provided by Ampelmann. Invoices without this reference are incomplete and shall not be accepted.

14.6 Invoices by Supplier are only accepted after conclusion of a written Order with the relevant invoice reference and agreed price. If applicable, the invoice shall be accompanied by the relevant time sheets signed off by Ampelmann.

15. Tax

15.1 Supplier will, in accordance with applicable laws be responsible for the payment of all taxes, duties, levies, charges, sub-charges, withholdings and contributions and any interest, fines or penalties thereon for which Supplier is liable imposed by any governmental or other competent authority in the country where the Goods and/or Services are provided or any other country, relating to or calculated by reference to the income, profits, assumed profits, capital gains, turnover, or the supply of goods and/or services arising directly or indirectly from the supply of Goods and/or Services.

16. Audits

16.1 Ampelmann shall at all reasonable times have access to Supplier's and Sub-suppliers' documents pertaining to the Order for the purpose of auditing and verifying cost of Goods and/or Services or any other purpose. Ampelmann shall have the right to reproduce any of the aforesaid documents.



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16.2 Supplier and Sub-suppliers shall keep all above-mentioned information available for a period of seven (7) years after termination of the Order.

17. Security

17.1 If Ampelmann has reason to believe that Supplier is not fulfilling or may not fulfill for any reason whatsoever, including insolvency, in a proper manner its obligations under the Contract or the Order, Ampelmann may require security from Supplier for the proper fulfillment of those obligations.

18. Liens

18.1 Supplier warrants the Goods and/or Services to be free from any lien, charge or encumbrance in favor of any third party not declared or known to Ampelmann before or at the time when title to the Goods and/or Services passes to Ampelmann. Supplier shall hold harmless and indemnify Ampelmann against any lien, charge claims, rights of retention, seizures, attachments or judgments resulting from Supplier's failure to fulfill its obligations with Sub-suppliers, banks, employees, servants, agents or person(s) to whom Supplier has made a commitment of any nature.

18.2 Supplier waives all rights of lien against the property of Ampelmann.

19. Intellectual Property Rights

19.1 Ampelmann shall be the owner of any drawings, Specifications, source files, other documents and any intellectual property rights developed under or in respect of the Contract and/or any Order. Supplier shall fully cooperate in respect of transferring and registering the title of such intellectual property rights into the name of Ampelmann or any of its subsidiaries as directed by Ampelmann. Supplier waives any right in respect of such intellectual property rights whatsoever.

19.2 Ampelmann shall retain title to Ampelmann Group-provided items and information, including but not limited to, technical information and materials and equipment.

19.3 Supplier shall arrange for rights and titles (together with the obligations connected therewith), which Supplier may acquire vis-à-vis Sub-suppliers or any Sub-supplier may acquire vis-à-vis third parties, can if so required by Ampelmann, be assigned to Ampelmann.

19.4 Supplier shall not sell or deliver any part or whole of the Goods and/or Services under this Contract and/or particular Order to any third party without the prior written approval of Ampelmann.

19.5 Supplier shall grant to Ampelmann a non-exclusive, royalty-free, transferable, irrevocable perpetual license under patents, copyright, proprietary right or confidential know how, trademark or process developed and owned by Supplier prior to conclusion of the Order, to hire-out, use and sell the Goods and/or Services.

19.6 Supplier shall indemnify and hold Ampelmann harmless against costs, claims, damages and/or interests from any (alleged) infringement by Supplier of patent rights and/or rights of intellectual property and/or copyrights or third parties. Ampelmann have the right to participate in the defense of such suits or actions or, if it elects, it may assume the entire defense of such suits through its own counsel.

20. Secrecy

20.1 Both Supplier and Ampelmann shall keep in strict confidence each other's data and information of whatever nature, which it obtains or generates in the cause of the execution of the Order. Supplier and Ampelmann shall restrict disclosure of each other's data and information to its employees, agents, subcontractors or Sub-suppliers or other third parties on a need to know basis. Supplier shall ensure that such employees, agents, subcontractors, Sub-suppliers or other third parties are subject to and comply with the same obligations of confidentiality as applicable to Supplier.



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20.2 Both parties shall apply appropriate safeguards for each other's data and information against the unauthorized access or disclosure in the same manner and to the same degree that it protects its own confidential information.

20.3 Each party shall inform the other without delay about suspicion on breaches of data security or other serious incidents or irregularities regarding any data and information. The parties agree that a breach of the obligation to keep each other's Confidential Information confidential may cause substantial and irreparable damage to the other party, that monetary damages may be difficult to ascertain, that remedies at law may be inadequate to protect that party, and that accordingly, that party is entitled to, among other remedies, seek injunctive or other equitable relief as well as monetary damages for any actual or threatened breach.

20.4 Without Ampelmann's prior written approval Supplier shall not make press releases and/or public announcements about the Contractor the Order.

21. Force Majeure

21.1 Neither Party shall be liable for any failure to fulfill any term or condition of the Order of which its fulfillment has been delayed, interfered with or prevented by any event which is not attributable to the Party concerned, including but not limited to, acts of God, war, riot, acts of public enemies, orders, regulations or restrictions of any foreign or domestic government thereof, provided Supplier is not already in default of these obligations at the time of the Force Majeure occurrence. Force Majeure shall not give rise to any claim for damages.

21.2 Each Party shall notify the other Party of a Force Majeure in writing, explaining its reasons, within 3 (three) business days from occurrence of the Force Majeure event. The Parties shall mutually agree on the consequences of such Force Majeure event.

22. Suspension

22.1.1 *Suspension for Supplier's default* - Should Supplier, after Ampelmann's demand for remedial action, in the opinion of Ampelmann not execute the Order or part thereof in accordance with the Contract, then Ampelmann may suspend execution of Order or any part thereof.

22.1.2 *Suspension for other reasons* - Ampelmann may at any time suspend execution of the Order or any part thereof for any reason whatsoever.

22.2 Ampelmann will suspend execution of the Order or any part thereof by written notice to Supplier and Supplier shall immediately discontinue all work on the date specified by Ampelmann, refrain from placing further contracts and shall make every reasonable effort to procure suspension of all contracts, which Supplier shall have with Sub-suppliers, upon terms satisfactory to Ampelmann and shall thereafter do only such work as may be necessary to preserve and protect the Goods and/or Services. Supplier shall continue to execute any part of the Contract or Order not suspended.

22.3 Ampelmann may at any time authorize resumption of all or any part of the suspended Order by giving notice to Supplier and Supplier shall resume the execution of such Order promptly after receipt of such notice.

22.4 Suspension of execution of the Order or part thereof shall not limit or waive any of Supplier's obligations originating from or in connection with the Contract. In case the suspension is attributable to Supplier, Ampelmann shall not be liable for any additional costs due to suspension of execution of the Order.

In the case of Order suspension due to reasons beyond Supplier's control, Supplier may request a Change in accordance with Clause 6.



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23. Termination

23.1.1 *Termination when Supplier's default*- Ampelmann may, by written notice, immediately terminate the Contract, the Order or any part thereof, for default without any liability or obligation whatsoever to Supplier for the portion terminated, in the following circumstances:

- (i) if Supplier fails to meet its obligations under the Contract or fails to meet them in good time, completely or in an appropriate fashion and fails to remedy or take appropriate action to remedy within twenty-eight (28) days after written notification;
- (ii) if Supplier is declared bankrupt, applies for the suspension of payments, is wound up or otherwise appears to be insolvent; or if
- (iii) a Force Majeure event exceeds a period of seven days, and Ampelmann and Supplier fail to agree on the consequences of such Force Majeure event.

23.1.2 *Termination for other reasons* - Ampelmann may terminate the Contract or Order or any part thereof for convenience by giving Supplier 30 (thirty) calendar days' written notice.

23.2 Upon receipt of a termination notice, Supplier shall immediately discontinue all work on the date specified by Ampelmann, refrain from placing further contracts and shall make every reasonable effort to procure termination of all contracts, which Supplier may have with Sub-suppliers, upon terms satisfactory to Ampelmann and shall thereafter do only such work as may be necessary to preserve and protect the Goods and/or Services. Supplier shall continue to execute any part of the Contract or Order not terminated.

23.3 In the case of termination of the Contract, the Order or part thereof any rights and obligations according to the Contract shall remain in force in regard of work already performed and the part of the Order still to be executed by Supplier. Upon termination of the Contract, the Order or part thereof by Ampelmann due to fault by Supplier:

- a. Ampelmann may employ any other person or persons to complete the terminated (part of the) Order.
- b. the Goods and/or Services whether wholly or partially delivered or executed, and all other things dedicated to the execution of the Order shall automatically be the property of Ampelmann; Ampelmann may take possession of, and have the free use of, such Supplier's properties as are necessary for the purpose of completing the terminated (part of the) Order and without being responsible for fair wear and tear thereof and to the exclusion of any right of property of Ampelmann.
- c. all rights of ownership (if any) held by Supplier relating to documents for the execution of the terminated (part of the) Order and the performance of his obligations under the Contract shall automatically be assigned to Ampelmann, and Supplier shall deliver to Ampelmann all documents including plans, drawings, specifications, and data prepared by Supplier or Sub-suppliers in connection with the terminated (part of the) Order and all documents supplied to Supplier by Ampelmann in connection with the terminated (part of the) Order.
- d. Supplier will at Ampelmann's request assign to Ampelmann - to the extent required by Ampelmann - the sub-contracts to the terminated (part of the) Order entered into by Supplier.

In the case of termination without fault of Supplier, Ampelmann shall make payment to Supplier for all work performed prior to such termination on the basis of the prices and rates specified in the Contract. If the Contract does not provide for such basis, payment will be made of all costs incurred prior to the termination reasonably allocable to the Contract under recognized accounting practice, together with a reasonable allowance for overhead and profit. Any disposal or retention value and payments made will be deducted from such payment.

In the case of termination due to a fault of Supplier no payments will be made on account of overhead and profit.

Payments already made at the time notice of cancellation and received by Supplier, shall be adjusted between Supplier and Ampelmann in a fair and reasonable manner.



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Ampelmann shall not be liable for any damage or loss of anticipated profits due to termination other than as mentioned above.

24. Indirect and Consequential damages

24.1 No Party shall be liable to the other Party for any indirect and consequential damages (including without limitation damages caused by delays, loss of profit, loss of use or loss of product) sustained by the other Party's Group (whether Ampelmann Group or Supplier Group)

25. Liability and Indemnity

25.1 Supplier shall be liable for any loss and/or damage incurred by Ampelmann due to Supplier's or Sub-suppliers' non-compliance with the terms and conditions of the Order and/or Supplier's or Sub-suppliers' negligence.

25.2 In case of defective goods and /or Services for which Supplier is responsible, Supplier shall after written request by Ampelmann, perform all corrective measures necessary to accomplish the proper performance of the Order provided that Ampelmann shall have given written notice within the warranty period. Supplier shall only be responsible for remedying such defect, delay and/or default for which Supplier Group is responsible. Ampelmann shall provide Supplier appropriate access for remedying such defect.

26. Insurance

26.1 Supplier shall carry and maintain the following standard insurances for the duration of the Contract:

- Workmen's compensation and employer's liability insurance and/or similar cover by social insurance in accordance with the legislation applicable with respect to Supplier's employees involved in the performance of the obligations under the Contract and/or the Order;
- Comprehensive General Third Party Liability insurance. This insurance shall cover the consequences of bodily injury to or death of persons and/or loss of or damage to property of third parties. The insurance shall provide coverage up to Euro 2.500.000,- (Euro two and a half million) for any one occurrence and maximum up to Euro 5.000.000,- (Euro five million) in the aggregate per year.

27. Assignment and Subcontracting

27.1 The Order or part of same may not be assigned or subcontracted without prior written approval of Ampelmann. Any such approval, if given, shall not relieve Supplier from any liability or obligation under the Order. Ampelmann reserves the right to assign the Order or any part thereof or any benefit or interest there under to an affiliate of Ampelmann or third party without the prior written approval of Supplier.

27.2 Supplier shall remain responsible for the acts, defaults and neglects of any Sub-suppliers, its agents, servants or workmen as fully as if they were the acts, defaults or neglects of Supplier, its agents, servants or workmen. Subcontracting shall not create any liability, in contract, tort, warranty, strict liability, or any other legal theory, of Ampelmann towards Sub-supplier(s).

27.3 Supplier shall only subcontract parts of the Order to those Sub-suppliers that:

- a) exist validly and are in good standing under the laws of its country of incorporation; and,
- b) are fully experienced and properly licensed, equipped and competent and qualified to deliver all aspects of the Goods and/or Services in accordance with the provisions of the Order and applicable law.



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28. Suppliers' representatives

28.1 Supplier shall appoint a representative, who shall be authorized to act on its behalf and whose instructions, requests and decisions will be binding for Supplier with respect to all matters pertaining to the Order and the performance thereof. Such representative shall have the power to amend the Contract.

29 Language

29.1 All correspondence, drawings and documents in connection with the Contract shall be in the English language, unless otherwise agreed upon in writing.

30. Export Control and Customs

30.1 Supplier shall inform Ampelmann in writing about any applicable (re-) export license requirements for the Goods under the European and/or US export control law and customs regulations.

30.2 Supplier shall provide the following information with respect to the Goods upon request of Ampelmann: (i) export control classification number; (ii) certificates of origin and/or Supplier's declarations of origin of the Goods; (iii) information about the manufacturer of the Goods required to be presented for customs formalities.

31. Remedies

31.1 The rights and remedies reserved to each Party in the Contract shall not be cumulative or additional to all other remedies provided in law or equity.

32. No implied waiver

32.1 The failure of either Party at any time to secure performance by the other Party of any provision of the Contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either Party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or other provision.

33. Severability

33.1 Any part of the Contract becoming void, voidable or unenforceable shall not affect the validity of the Contract as a whole. The parties shall replace the invalidated part with one expressing similar legal and economic intent.

34. Entire Agreement

34.1 The Contract constitutes the entire agreement between the parties with respect to the subject matter of this Contract and supersedes all other (previous) Contracts, whether written or oral, between the parties.

35. Arbitration

35.1 Any dispute arising out of or in connection with the Contract or its performance, including but not limited to its validity, construction, interpretation or enforcement, shall in first instance be settled amicably by negotiations between parties. Any dispute not settled amicably shall be finally determined by arbitration under the Rules of Arbitration of the Netherlands Arbitration Institute. Place of arbitration is Rotterdam, The



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Netherlands. Unless agreed otherwise the number of arbitrators will be three. Arbitration proceedings will take place in the English or Dutch language. The arbitration award will be final and binding for both Parties.

36. Applicable law

36.1 The Contract shall be governed by and interpreted in accordance with the laws of The Netherlands.

37. Business ethics

37.1 Both parties shall uphold the highest standards of business ethics in the performance of the Contract and the Order. Honesty, fairness and integrity shall be paramount principles in the dealings between the parties.

37.2 Neither Party shall knowingly involve itself in any business in connection with, or use information arising from the Contract or the Order in any manner which conflicts the interests of the other Party.

37.3 Supplier shall comply with and adhere to all applicable international, national and local regulations pertaining to quality, health, safety and environment (QHSE). In addition, Supplier shall comply with and adhere to Ampelmann's QHSE policies and procedures. Ampelmann shall provide Supplier a copy upon request.

38. Anti-Bribery Provisions

38.1 Both Parties represent, warrant and covenant that it shall, and as far as practicable procure that its personnel, customer, (sub-)contractors, (sub-)suppliers and (sub-)agents shall comply with all corruption laws as well as any of Ampelmann's policies and regulations concerning behavior and/or conduct.

38.2 Both Parties represent, warrant and covenant that, to the best of its knowledge and belief, neither it nor any of its personnel, customer, (sub-)contractors, (sub-)suppliers and (sub-) agents:

(a) has at any time been found by a court in any jurisdiction to have carried out any activity, practice or conduct which would constitute an offence under the applicable corruption law; and

(b) is being investigated or is involved in an investigation (as a witness or possible suspect) or is suspected in any jurisdiction of having engaged in any conduct which would constitute an offence under the applicable corruption law.

38.3 Both Parties warrant and covenant that neither it nor any of its personnel, customer, (sub-)contractors, (sub-)suppliers and (sub-) agents has requested or will request, directly or indirectly, a pecuniary or other advantage in relation to the Contract and/or Order which would violate the applicable corruption law.

38.4 Both Parties indemnify and hold the other Party harmless from and against any and all claims, damages, liabilities, losses, penalties, costs and expenses suffered by that Party's Group (meaning the Supplier Group or the Ampelmann Group) arising from or related to any breach of this Clause.