

**GENERAL TRADING AND PURCHASING CONDITIONS OF  
KONINKLIJKE WAGENBORG B.V.  
AND/OR AFFILIATED COMPANIES FILED WITH THE  
REGISTRY  
OF THE COURT OF NORTH  
NETHERLANDS, GRONINGEN LOCATION  
ON 9-1-2025**

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**GENERAL TRADING CONDITIONS**

**Article 1 DEFINITIONS**

- a. Within the meaning of these Trading Conditions, "Wagenborg" is taken to mean the private company with limited liability Koninklijke Wagenborg B.V. and all its affiliated companies that declare these Trading Conditions applicable.
- b. Within the meaning of these Trading Conditions, "Client" is taken to mean the natural person or legal entity on whose behalf and/or for whom work, including services, is carried out by Wagenborg as described in these Trading Conditions.
- c. Within the meaning of these Trading Conditions, "Forwarding" is taken to mean the agreement under which Wagenborg undertakes towards the Client to transport goods, as well as any other form of service provided by Wagenborg within that context.
- d. Within the meaning of these Trading Conditions, "Transport" is taken to mean the agreement under which Wagenborg undertakes towards the Client to transport goods by road, by inland waterway, by rail, by air or by any other medium.
- e. Within the meaning of these Trading Conditions, "Combined Transport" is taken to mean the agreement under which Wagenborg undertakes, under a single agreement, towards the Client to transport goods, using at least two different means of transport.
- f. Within the meaning of these Trading Conditions, "Towing Operations" is taken to mean the agreement under which Wagenborg undertakes to provide the Client with the following assistance: keeping a ship going and the braking, pushing, pulling, moving, guiding or escorting of a ship, or keeping itself available for these purposes, and any other services agreed between the parties for a ship with the aid of one or more tugs.
- g. Within the meaning of these Trading Conditions, "Pontoon Use" is taken to mean the agreement under which Wagenborg undertakes to make floating pontoons, including deck barges, available to the Client.
- h. Within the meaning of these Trading Conditions, "Shipbroking" is taken to mean the agreement under which Wagenborg undertakes to provide the following services to the Client or third parties: "Services performed within an enterprise that carries on the business of handling shipping matters for shipowners, carriers, charterers or captains of seagoing vessels, such as delivering incoming cargo and receiving outgoing cargo, including everything that must be performed by it in connection with or for the shipping business in the broadest sense of the word, including acting as a customs forwarder, as well as

dealing on behalf of others, in particular consignors and shippers of cargo, and anything related therewith in any way, as well as providing intermediary services in the conclusion of chartering or affreightment contracts, other contracts of carriage, contracts relating to the use of containers and similar loading units, insurance contracts and contracts of sale and purchase, whether or not as broker, all this insofar as a sea-going vessel or other means of transport is involved, directly or indirectly."

i. Within the meaning of these Trading Conditions, "Hoisting Work" is taken to mean the agreement under which Wagenborg undertakes towards the Client to perform hoisting work using cranes and other hoisting equipment, in the broadest sense of the word, as well as to make cranes and hoisting equipment available to the Client without engineering/operating personnel.

j. Within the meaning of these Trading Conditions, "Assembly Work" is taken to mean the agreement under which Wagenborg undertakes towards the Client to assemble or disassemble goods as designated by the Client, including goods movements to and from without the aid of wheels, jacking up to/from the foundation, whether or not prior to or following transport, as well as preparing goods for shipment at the place of departure or dismantling them at the destination, all in the broadest sense of the word.

k. Within the meaning of these Trading Conditions, "Storage" is taken to mean the agreement under which Wagenborg undertakes towards the Client to keep goods in storage for a period specified by agreement. Any supply and removal of goods to be carried out by Wagenborg, including load manipulation of goods in connection with storage, do not fall under the term "storage" but under, for example, "transport", "hoisting work" or "assembly".

l. Within the meaning of these Trading Conditions, "Warehouse Use" is taken to mean the agreement, by way of rental or otherwise, under which Wagenborg undertakes to the Client to make bare warehouse and business space available to the Client.

m. A "Removal Agreement" is taken to mean the agreement for the transport of goods under which Wagenborg (the Remover) undertakes to the sender (the Client) to provide transport, either exclusively in a building or home, exclusively partly in a building or home and partly by road, or exclusively by road. Transport by rail is not considered road transport.

n. Within the meaning of these Trading Conditions, "Total Project Execution" is taken to mean the agreement under which Wagenborg undertakes, under a single agreement, to provide the Client with advice on, guidance in or the performance of, all activities required to carry out a specific project (for example, all-in transport including installation from foundation to foundation, etc. or a company relocation). This execution of projects takes place under the project management rules of Wagenborg, in which the Client undertakes to provide all necessary information and guidance to implement these projects.

o. Contract variations within the framework of any work to be carried out by Wagenborg will only be performed subject to written confirmation from the Client. If the contract variations are approved by one of the Client's

employees in advance, in writing, the Client cannot subsequently invoke a lack of authority on the part of his employee to issue written instructions and/or his employee not being authorised to sign.

## **Article 2 GENERAL PROVISIONS**

### **(Offers)**

- a. Every offer made by Wagenborg is without obligation.
- b. The agreement is concluded subject to written confirmation from Wagenborg.

### **(Applicability)**

c. These general trading conditions apply to all offers made by Wagenborg, agreements concluded and the performance of various legal and actual acts, with the express exclusion of the general terms and conditions applied by the Client.

d. Provisions deviating from these Trading Conditions apply only if and insofar as they have been confirmed in writing by Wagenborg, in advance.

### **(Prices)**

e. All prices stated by Wagenborg are exclusive of VAT and geared toward the situation as it applies at the time of the offer. In the event of subsequent increases in one or more cost price factors (purchase prices, wage costs, taxes, social security contributions, freight charges including fuel prices, changes in exchange rates, etc.), Wagenborg is entitled to increase the original price accordingly.

### **(Insurance)**

f. Unless requested to do so by the Client and confirmed in writing by Wagenborg, Wagenborg will not take out any insurance of goods or similar insurance in respect of the items for which it concludes an agreement with the Client.

### **(Security)**

g. Prior to the execution of the instruction given to it, as well as during each phase of the subsequent work, Wagenborg will be entitled to demand a satisfactory guarantee from the Client as to the fulfilment of his obligations.

h. As long as the Client has not provided the requested security, Wagenborg will be entitled to suspend its performance, without prejudice to regulations regarding suspension and termination of the agreement that arise from the law and specific general terms and conditions that have been declared applicable in these Trading Conditions.

### **(Payment)**

i. Unless otherwise agreed in writing, the Client is obliged to pay the invoices sent to him within 14 days. Failing payment within this term, the Client will be in default by operation of law and all ensuing rights and legal actions will accrue to Wagenborg. In that case, the Client will owe the Statutory Commercial Interest on the outstanding (invoice) amount, as referred to in

Article 6:119a in conjunction with Article 6:120, paragraph 2 of the Dutch Civil Code. The Client is not entitled to set off invoices or debts against claims for any reason whatsoever, unless Wagenborg has given written permission to do so.

**(Right of Retention and right of pledge)**

j. Wagenborg has a right of retention and pledge against anyone who demands the surrender of goods, documents and funds that Wagenborg has or will have in its possession, for whatever reason and for whatever purpose, for all claims that Wagenborg has or may have against the Client.

k. Wagenborg is entitled to exercise the right of retention and/or right of pledge referred to under j. with regard to anything which the Client still owes Wagenborg in respect of previous instructions.

**Article 3 LIABILITY**

a. All actions and activities, including the issue of advice, are at the expense and risk of the Client.

b. Insofar as Wagenborg may be liable under these Trading Conditions, the general terms and conditions as referred to in Article 4 or otherwise with regard to goods entrusted to Wagenborg, this liability will be limited from the moment of receipt until the moment of delivery to the Client, or the person designated by the Client for this purpose.

c. Notwithstanding the liability regime set out in Article 4 of these Trading Conditions or otherwise, Wagenborg will never be liable for damage or loss in any form whatsoever, except if and insofar as that the damage or loss suffered is caused by intent or gross negligence on the part of Wagenborg. Intent and gross negligence on the part of Wagenborg is taken to mean intent or gross negligence on the part of bodies of Wagenborg or bodies of companies affiliated with Wagenborg and associated executive officers. Furthermore, Wagenborg is never liable for direct trading loss and consequential or indirect damage or loss, however arisen.

d. The damage or loss to be compensated by Wagenborg will be determined in accordance with the liability provisions set out in the general terms and conditions, laws and treaties referred to in Article 4 of these Trading Conditions. However, compensation for goods entrusted to Wagenborg will never exceed the invoice value to be proven by the Client and, if this cannot be determined, the market value of the goods at the destination. In any event, this compensation will be limited to EUR 450,000, unless otherwise determined by mandatory statutory provisions. For damage or loss other than damage to and/or loss of goods entrusted to Wagenborg, Wagenborg's liability will be limited to the invoice amount of the concluded agreement excluding VAT, subject to a maximum of EUR 450,000 per event or series of events with the same cause of damage or loss.

e. During the performance of the agreement, Wagenborg will be entitled to use third parties, including "subcontractors".

f. Any legal action in respect of liability, on whatever basis, can only be brought by the Client or a third party within the limits of the agreement concluded by Wagenborg and the Trading Conditions applicable to it. If Wagenborg's subordinates and "subcontractors" are sued outside of any agreement, it is hereby stipulated on their behalf that they can invoke all the provisions included in these Trading Conditions. On Wagenborg's demand, the Client will indemnify Wagenborg, its subordinates and "subcontractors" against non-contractual claims.

g. Without prejudice to the provisions on limitation periods and expiry of the applicable conditions, laws and treaties referred to in Article 4 of these Trading Conditions, any claim against Wagenborg will expire after a period of one year.

#### **Article 4 APPLICABLE GENERAL TERMS AND CONDITIONS, LAWS AND TREATIES**

##### **a. Forwarding**

Forwarding activities by Wagenborg, as referred to in Article 1 of these Trading Conditions, are subject to the Dutch Forwarding Conditions (FENEX) as filed with the Registry of the Courts of Amsterdam, Arnhem, Breda and Rotterdam, latest version.

##### **b. Transport**

Insofar as no mandatory law applies (which is particularly the case prior to loading and after unloading any means of transport), Wagenborg will not be liable for any damage to and/or loss of goods transported and to be transported, except in the event of intent or gross negligence. The following conditions, laws and treaties apply to Wagenborg's transport activities, classified by means of transport:

##### **I. Transport by road**

Road transport is subject to the General Transport Conditions (GTC), latest version, unless mandatory law provides otherwise.

Cross-border road transport is subject to the provisions of the CMR Convention and any amendments thereto, insofar as these were implemented by the Netherlands, as well as to the aforesaid GTC.

Road transport of goods (cross-border or otherwise) that must be effected with an exemption due to this transport exceeding the normally legally permitted dimensions and/or weights is subject to the General Terms and Conditions for Exceptional Transport (AVET), filed with the Registry of the Courts of Amsterdam and Rotterdam, latest version.

##### **II. Transport by sea**

Sea transport is subject to the provisions of the Uniform General Charter ("GENCON"), latest version, as recommended by the Baltic International Maritime Council (BIMCO). If, at the request of the Client or otherwise, a bill of lading is issued for the transport, these Trading Conditions will remain fully applicable, with the express exclusion of any B/L terms and conditions.

### **III. Transport by inland waterway**

Transport by inland waterway is subject to the General Terms and Conditions for the transport of goods by inland waterway in a single journey, filed with the Registry of the Court of Rotterdam, latest version.

### **IV. Transport by rail**

Domestic rail transport is subject to the Railways Act and any regulations based thereon, including the General Transport Regulations. Cross-border rail transport is subject to the COTIF/CIM Convention and any amendments thereto, insofar as these were implemented by the Netherlands.

### **V. Transport by air**

Transport by air is subject to the Convention for the Unification of Certain Rules for International Carriage by Air, Montreal, 28 May 1999, and any amendments thereto, insofar as these were implemented by the Netherlands.

### **VI. Combined Transport**

The conditions, laws and treaties referred to in this article apply to all parts of combined transport agreements as referred to in Article 1 of these Trading Conditions. Insofar as no mandatory law applies (which is particularly the case prior to loading and after unloading any means of transport), Wagenborg will not be liable for any damage to and/or loss of goods transported and to be transported, except in the event of intent or gross negligence.

#### **c. Towing Operations**

Towing operations are subject to the Dutch Towing Conditions as filed with the Registry of the Courts of Rotterdam and Amsterdam, latest version.

#### **d. Pontoon Use**

The use of pontoons is subject to the Conditions of Use for Deck Barges, as filed with the Registry of the Rotterdam District Court, latest version.

#### **e. Hoisting and assembly work**

Hoisting and assembly work is subject to the General Trading Conditions of the Vertical Transport Association, filed with the Registry of the Courts of Amsterdam and Rotterdam, latest version.

If hoisting work is carried out using one or more floating sheerlegs, the Conditions of Use for sheerlegs, filed with the Registry of the Courts of Rotterdam, Amsterdam and Middelburg, latest version, also apply.

If the (hoisting) activities are intended for loading or unloading means of transport, including stowage and inspection activities, the Rotterdam Stevedores Conditions, as filed with the Registry of the District Court of Rotterdam on 12 August 1976, apply.

**f. Storage**

Storage activities as referred to in Article 1 of the Trading Conditions are subject to the Amsterdam-Rotterdam Warehousing Conditions, filed with the Registry of the Courts of Amsterdam and Rotterdam, latest version.

The storage of removal goods/machinery and equipment is subject to the General Terms and Conditions for the Storage of Removal Goods 2015, latest version.

**g. Warehouse Use**

The use of warehouses is subject to the provisions of Title 4, Section I of Book 7 of the Dutch Civil Code, unless Article 3 of these Trading Conditions legally provides otherwise.

**h. Company Relocations**

Company relocations are subject to the General Terms and Conditions of Company Relocations, filed with the Registry of the Court of Amsterdam, latest version.

**i. Total Project Execution**

The activities, conditions, laws and treaties referred to in this article apply to each specific part of the work to be carried out by Wagenborg arising from an agreement as referred to in article 1j of these Trading Conditions.

**j. Shipbroking**

Shipbroking operations as referred to in Article 1 of the General Trading Conditions are subject to the General Dutch Shipbroker Conditions, filed with the Registry of the Court of Rotterdam and the Chamber of Commerce in Rotterdam, latest version.

**k. Other activities**

With regard to other actions and activities performed by Wagenborg, the terms and conditions customary in the relevant industry, or the conditions whose applicability has been agreed, also apply.

**Article 5 LIABILITY OF THE CLIENT**

The Client is liable to Wagenborg for damage or loss (for example to means of transport, hoisting equipment) as a result of the goods entrusted to Wagenborg, as well as the nature of said goods and their packaging. Furthermore, the Client is liable to Wagenborg for damage or loss resulting from incorrect, inaccurate and late instructions, failure to make goods available (in a timely manner), detention of means of transport (except in the event of fault or negligence on the part of Wagenborg) and fault or negligence in general on the part of the Client, his subordinates and/or third parties engaged by him.

**Article 6 SECRECY**

a. Wagenborg and the Client undertake to treat all information that they provide to and receive from each other before, during or after the performance of the concluded agreement as strictly private and confidential. This applies to all information marked as private or confidential or which the receiving party knows or should reasonably suspect is intended to be private or confidential, including, but not limited to, technical data, commercial information, business and trade secrets, know-how, customer information, contractual terms and all other documents and data of which can



reasonably be assumed to be confidential.

b. The obligation of confidentiality applies not only to the parties themselves, but also to their employees, subcontractors and other third parties engaged by them for the performance of the agreement. Wagenborg and the Client must ensure that these third parties too are bound by the obligations of confidentiality as described in this article.

### **Article 7 INTELLECTUAL PROPERTY**

All intellectual property rights to the works, goods, materials, other items and services developed or supplied by Wagenborg within the framework of an agreement remain the exclusive property of Wagenborg or the relevant party or parties having title and are not transferred to the Client at any time. This includes, but is not limited to, drawings, technical calculations, schedules, systems, methods, designs, documentation, reports, websites and other preparatory materials.

### **Article 8 ENVIRONMENT**

a. Prior to the commencement of the work, the Client is obliged to inform Wagenborg in writing of the presence of hazardous substances, including, but not limited to, asbestos, chemical waste and radioactive material.

b. The Client is obliged to fully cooperate with any environmental survey conducted by Wagenborg to ensure that the work complies with environmental legislation. This includes providing information on the use of materials, energy consumption and waste management.

c. In the event that the Client fails to comply with the applicable environmental regulations or handles hazardous or harmful substances incorrectly, the Client will be liable for all resulting damage or loss, costs and fines and will indemnify Wagenborg in this regard.

d. The Client is further obliged to comply with the laws and regulations regarding the removal of hazardous or harmful substances under his management, and bears the costs and liability for the execution of such removal. The Client acknowledges that the removal of asbestos and other hazardous substances is subject to strict laws and regulations.

### **Article 9 SANCTIONS LEGISLATION**

a. When performing the agreement, the Client warrants compliance with the applicable sanctions laws and regulations issued by relevant authorities, including, but not limited, to the European Union, the United States and the United Nations. This includes, but is not limited to, sanctions legislation regarding trade, investment, financial transactions and restrictions on doing business with certain sanctioned individuals, entities or countries.

b. In the event that the agreement and its performance are in conflict with the applicable sanctions legislation, Wagenborg may immediately suspend and/or terminate the agreement and its performance, without liability for any damage or loss resulting from such suspension or termination.

c. In the event that the Client violates the applicable sanctions legislation in the performance of the agreement, the Client will indemnify Wagenborg against all liability, claims, damages, fines,



sanctions and/or costs, including legal costs, arising from such violation.

#### **Article 10 PERSONAL DATA**

- a. The Client processes personal data exclusively for the performance of the agreement and other legitimate purposes, such as complying with legal obligations or promoting legitimate interests.
- b. Personal data will not be kept for longer than is necessary for the purposes for which they were collected, unless a longer retention period is required by law. The retention period depends on the nature of the data and the purpose of the processing operation. Upon termination of the agreement or when the data is no longer needed, the data will be securely deleted or anonymised.
- g. The Client must take appropriate technical and organisational measures to protect the personal data against loss, unauthorised access, illegal processing or other forms of unlawful processing, in accordance with the applicable privacy legislation.

#### **Article 11 VERSIONS, CONVERSION**

- a. These Trading Conditions are available in the Dutch and English language.
- b. In the event of any disputes whatsoever regarding the interpretation of these Trading Conditions, the Dutch text prevails. Any voidness or voidability of any provision, or part thereof, of these Trading Conditions will not affect the validity of the remaining provisions of these Trading Conditions.

#### **Article 8 APPLICABLE LAW, COMPETENT COURT**

Every agreement between the Client and Wagenborg is governed by Dutch law.

Notwithstanding anything that may have been stipulated in the general terms and conditions that have been declared applicable in Article 4 of these Trading Conditions as well, all disputes between the Client and Wagenborg will be settled by the court of North Netherlands (Groningen location).



## **GENERAL PURCHASING CONDITIONS**

### **Article 1. APPLICABILITY**

1.1 These general purchasing conditions apply to all requests, offers and agreements in which Koninklijke Wagenborg (hereinafter referred to as "Wagenborg") acts as the buyer of goods and/or services, expressly rejecting the general terms and conditions of the other party to Wagenborg (hereinafter referred to as the "Contractor").

1.2 Deviations from these conditions are subject to written agreement.

### **Article 2 CONCLUSION OF AN AGREEMENT**

2.1 A request from Wagenborg will be followed by a fixed offer from the Contractor. Offers are valid for a period of at least three months.

2.2 If a written purchase order follows an offer from the Contractor or after verbal agreement, the agreement will be concluded in accordance with the text of the purchase order at the time the purchase order is sent by Wagenborg, unless the Contractor objects within ten working days after sending the order. In that case, the parties will enter into further consultations.

2.3 If a written purchase order is sent without a prior offer, the agreement will be concluded either when a signed copy of the purchase order is received by Wagenborg within ten working days after sending the order, or when delivery takes place within that period, or when the performance of the agreement is commenced within that period.

2.4 By accepting Wagenborg's instruction, verbally or otherwise, and its execution is commenced, the Contractor acknowledges that these purchasing conditions apply thereto.

2.5 Where appropriate, the procedure referred to in paragraphs 1 to 3 of this Article may also be completed by e-mail, in which case e-mail messages will be deemed equal to written documents.

2.6 Specifications, instructions, inspection regulations, drawings, models, moulds, etc. made available or approved by Wagenborg being used in the performance of the agreement will form part of the agreement.

### **Article 3 PRICES**

3.1 The agreed prices are total net final prices. They are fixed and non-deductible, expressed in Euros, exclusive of VAT, include packaging (if necessary) and are based on the delivery condition "Delivered Duty Unpaid" (DDU) at the agreed place of delivery.

### **Article 4 DELIVERY TIME**

4.1 The agreed delivery time is a final deadline.

4.2 As soon as the Contractor knows or should know that he will fail to comply with the agreement, or fail to do so in a timely or correct manner, he must notify Wagenborg of this in writing within 24 hours, stating the reasons.

4.3 If Wagenborg requests the Contractor to postpone delivery, the Contractor will store, secure and insure the goods, properly packaged and identifiably intended for Wagenborg. Wagenborg will agree on a reasonable compensation with the Contractor in that instance.

### **Article 5 DELIVERY OF GOODS**

5.1 The interpretation of the conditions for delivery is subject to the "Incoterms", latest edition, issued by the International Chamber of Commerce in Paris.

5.2 Delivery will be DDU at the agreed place of delivery.

5.3 The Contractor is obliged to reduce the consequences of any failure to fulfil his obligations under the agreement to a minimum. All costs associated with this will be payable by the Contractor.

5.4 Any failure by the Contractor to fulfil his obligations under the agreement does not affect Wagenborg's right in accordance with the provisions of Article 22.

5.5 Inspecting, testing, checking and/or sampling of goods in accordance with the provisions of Article 15 does not constitute delivery or acceptance.

5.6 Spare parts. The Contractor is obliged to keep in stock (spare) parts, components, special tools and/or measuring equipment of the same quality, for a minimum of ten years after the relevant delivery.

## **Article 6 DELIVERY OF DOCUMENTATION AND AUXILIARY MATERIALS**

The Contractor is obliged, on demand, but no later than upon delivery of the goods, to also supply all associated auxiliary materials as referred to in Article 10 and all associated documentation such as drawings, quality certificates, inspection certificates, warranty certificates and classification certificates, service manuals, instruction booklets and manuals.

## **Article 7 PACKAGING**

7.1 The goods must be properly packed (if necessary) and marked (in accordance with Wagenborg's instructions), and reach their destination in good condition during normal transport. The Contractor is liable for any damage or loss as a result of insufficient packaging.

7.2 The packaging must (where necessary) furthermore be accompanied by special handling instructions, which at least meet the legal requirements.

7.3 Wagenborg is at all times entitled to return packaging materials to the Contractor.

7.4 Returns of packaging materials are at the Contractor's expense and risk and sent to the destination specified by the Contractor.

## **Article 8 PRESERVATION**

During the period prior to the warranty period commencing as referred to in Article 16, the goods must be preserved internally and externally in such a way that no damage or loss can occur which could in any way affect the lifespan of the goods.

## **Article 9 OWNERSHIP**

9.1 Ownership of the goods passes from the Contractor to Wagenborg at the time of delivery.

9.2 Wagenborg is entitled to request that ownership of the goods and/or the appropriate materials and parts be transferred to Wagenborg at an earlier time. In that case, the Contractor will mark the goods and/or the appropriate materials and parts as the recognisable property of Wagenborg and indemnify Wagenborg against damage and/or loss and third parties exercising their rights.

## **Article 10 AUXILIARY MATERIALS**

10.1 Materials, drawings, models, moulds, schedules, computer software, instructions, specifications and other auxiliary materials made available by Wagenborg or purchased or manufactured by the Contractor on behalf of Wagenborg remain the property of Wagenborg or become the property of Wagenborg at the time of purchase or manufacture.

10.2 The Contractor is obliged to mark the auxiliary materials referred to in the previous paragraph as the recognisable property of Wagenborg, to keep them in a good condition and to insure them, at his expense, against all risks for as long as the Contractor acts as custodian of those auxiliary materials.

10.3 On Wagenborg's demand, auxiliary materials that the Contractor uses in the performance of the agreement must be submitted to Wagenborg for approval.

10.4 Changes to or deviations from the auxiliary materials made available or approved by Wagenborg are allowed only after Wagenborg's prior written approval.

10.5 The Contractor will refrain from using the auxiliary materials for or in connection with any purpose other than delivery to Wagenborg, unless Wagenborg has given prior written permission to do so.

### **Article 11 APPROVAL, PERMISSION**

The approval or permission granted by Wagenborg to the Contractor in respect of any fact, as well as any inspection, checking or sampling as referred to in these conditions, does not release the Contractor from his obligations under the agreement.

### **Article 12 CHANGES**

12.1 Wagenborg is authorised to demand that the scope and/or properties of the goods to be delivered are changed. Wagenborg is authorised to make modifications to the materials, drawings, models, moulds, schedules, computer software, instructions, specifications, etc. with regard to the goods to be delivered.

12.2 If in the opinion of the Contractor, a change will affect the agreed price and/or delivery time, he must notify Wagenborg thereof in writing as soon as possible, yet no later than 8 days after the notification of the required change, before proceeding to implement the change. If, in Wagenborg's opinion, these consequences for the price and/or delivery time are unreasonable in relation to the nature and scope of the change, Wagenborg has the right to terminate the agreement by means of a written notice to the Contractor, unless this would be manifestly unreasonable in view of the circumstances. Termination by virtue of this paragraph does not give either party the right to compensation for any damage or loss.

12.3 The Contractor cannot make or implement changes without the prior written instruction or permission of Wagenborg.

## **Article 13 PAYMENT**

13.1 Payment must be made within 60 days of receipt of the invoice, unless otherwise agreed in writing, subject to receipt and approval of the delivery and receipt of all associated documentation, quality, warranty and classification certificates, service manuals, instruction booklets and manuals, as referred to in Article 6.

13.2 Wagenborg is authorised to offset amounts it owes to the Contractor against amounts that Wagenborg is owed by the Contractor.

13.3 Payment by Wagenborg does not constitute a waiver of rights in any way.

13.4 Invoices submitted after twelve months after delivery do not have to be paid by Wagenborg.

## **Article 14 Quality**

14.1 The Contractor guarantees:  
that the delivered goods and/or services correspond to the agreement and that the delivered goods are free from defects; that the described goods are complete and suitable for the purpose for which they are intended and free from design, execution and/or material defects; that the goods are fully in accordance with the requirements contained in the information provided by Wagenborg, which requirements the contractor also agreed to by accepting the order; that the goods comply with all applicable statutory requirements and other government regulations, including requirements of the European Union, as well as with the regulations of classification societies and/or other bodies and safety and quality standards used within the industry, all as applicable at the time of delivery.

14.2 The Contractor further guarantees that the materials used are new and unused, of a very recent production date and/or have been manufactured especially for the agreement.

14.3 The Contractor will be liable for any direct consequences of failure to comply with the obligations entailed by the guarantee referred to in this article.

## **Article 15 INSPECTING, TESTING, CHECKING AND SAMPLING**

15.1 Wagenborg is at all times authorised to be present at the inspection, testing, checking and sampling of goods.

15.2 The Contractor will be responsible for the inspection, testing, checking and sampling of goods by the relevant classification society, including the delivery of the (partial) certificates required by the classification society.

15.3 The inspection, testing, checking and sampling of goods by Wagenborg inspectors or by persons or bodies designated for that purpose by Wagenborg or its Contractor(s) may take place prior to, during and/or after delivery.

15.4 To this end, the Contractor will grant access to the places where the goods are produced or stored and cooperate in the requested inspections,



tests, checks and sampling and must furthermore provide the necessary documentation and information, at his expense.

15.5 The Contractor will inform Wagenborg in good time, but no later than 10 working days in advance, of the time at which the goods will be inspected, tested, checked and sampled. Wagenborg will inform the Contractor within 5 working days whether or not it will attend the inspections, tests, checks and sampling.

15.6 The costs of the inspections, tests, checks and sampling are payable by the Contractor.

15.7 If during inspections, tests, checks and sampling before, during or after delivery, the goods are wholly or partially rejected, Wagenborg will notify the Contractor thereof in writing.

15.8 If the goods are rejected during or after delivery, the risk of the rejected goods transfers to the Contractor from the date of the notification referred to in the previous paragraph.

## **Article 16 WARRANTY ON GOODS AND SERVICES**

16.1 The warranty period is valid for 18 months after delivery, subject to a minimum of 12 months after the official date of transfer locally to the end user of the object of which the goods and/or services supplied by the Contractor form part.

16.2 If the Contractor, in order to meet his warranty obligations, re-supplies or repairs goods, parts or services thereof, another warranty period of 12 months after renewed commissioning will apply to these goods, parts or services.

16.3 The warranty period of goods will be automatically extended by a period equal to the period during which the goods were not ready for use and/or services were not properly provided.

16.4 Wagenborg will inform the Contractor as soon as possible of any shortcomings in the goods and/or services supplied by the Contractor and offer a reasonable opportunity for inspection by the Contractor.

16.5 If the goods, regardless of the results of any inspection, test, check and/or sampling, do not appear to comply with the provisions of Article 14 and Article 16, paragraphs 1, 2 and 3, the Contractor must, at his expense, repair or replace the goods, at Wagenborg's discretion, on written demand.

16.5 In urgent cases and if, after consultation with the Contractor, it must reasonably be assumed that the Contractor cannot or will not organise the repair or replacement, or at least not timely or not properly, Wagenborg has the right to carry out the repair or replacement itself, or have this carried out by third parties at the Contractor's expense. This will not affect the Contractor's obligations under the agreement; Article 16, paragraphs 2, 3 and 6 will remain in full force. The Contractor will

have the right to inspect the relevant goods for a period of 60 days after such repair or replacement.

16.6 All costs incurred in meeting the Contractor's warranty obligations as referred to in this article will be payable by the Contractor.

This includes the additional costs that Wagenborg must incur as a result of the Contractor's failure to meet the warranty obligations.

16.7 The replaced goods or parts by Wagenborg or its Client will only be returned at the express request of the Contractor and at the latter's expense and risk. Wagenborg will make every effort to ensure that such a request is met.

16.8 The warranty obligation can be substituted by "factory warranty conditions", provided that these are expressly referenced in the purchase order.

## **Article 17 SECRECY**

17.1 The Contractor guarantees confidentiality towards third parties of all business information and know-how in the broadest sense of the word, originating from Wagenborg and that has come to or been brought to the Contractor's attention in any way.

17.2 Without prior written permission from Wagenborg, the Contractor is not permitted to provide any form of publicity to the performance of the agreement or to maintain direct or indirect contact with Wagenborg's client(s). Wagenborg may attach conditions to this permission.

17.3 The Contractor is not permitted to reproduce or make available to third parties documents relating to the agreement, such as drawings, schedules and other company information, other than as necessary in the context of the performance of the agreement and after prior written approval from Wagenborg.

17.4 The Contractor will also impose the obligations referred to in this article on his personnel involved in the performance of the agreement.

17.5 Wagenborg has the right, where appropriate, to require the Contractor's personnel involved in the performance of the agreement to sign non-disclosure agreements.

## **Article 18 INDUSTRIAL AND INTELLECTUAL PROPERTY**

18.1 The Contractor guarantees that the use, including resale, of the goods supplied by him or of the auxiliary materials bought or made by him for Wagenborg, does not constitute a violation of any patent rights, trademark rights, design rights, copyrights or other third-party rights.

18.2 The Contractor indemnifies Wagenborg against any claims arising from any violation of the rights referred to in the previous paragraph and will compensate Wagenborg for any losses as a result of any violation.

### **Article 19 TRANSFER**

19.1 The Contractor will not transfer, either entirely or partly, the rights and obligations arising for the Contractor from the agreement to any third parties without Wagenborg's prior written permission.

19.2 The Contractor will refrain from outsourcing all or some of the fulfilment of his obligations under the agreement to third parties without Wagenborg's prior written permission.

19.3 Wagenborg has the right to refuse permission or to attach conditions to it.

### **Article 20 (PRODUCT) LIABILITY, INSURANCE**

20.1 The Contractor is liable for and compensates all damage or loss suffered by Wagenborg or third parties as a result of defects in his product and in goods supplied by the Contractor, as a result of which these do not provide the safety that one is entitled to expect.

20.2 The Contractor is liable for and compensates all damage or loss suffered by Wagenborg or third parties as a result of actions or omissions by the Contractor, his personnel or those engaged by him in the performance of the agreement.

20.3 The Contractor indemnifies Wagenborg against third-party claims for compensation of damage or loss on the grounds of liability as referred to in the previous two paragraphs and will, on Wagenborg's demand, reach a settlement with those third parties or put up a defence in court, instead of or jointly with Wagenborg (all this at Wagenborg's discretion), against the claims as referred to above.

20.4 For the purpose of this article, personnel and employees of Wagenborg are also deemed third parties.

20.5 The Contractor must take out adequate insurance against the liability as referred to in this article, excluding recourse against Wagenborg and its Clients. If so requested, the Contractor must provide Wagenborg with access to the policy.

### **Article 21 VICARIOUS TAX LIABILITY**

21.1. The Contractor is obliged to comply with his statutory obligations to pay social security contributions and wage tax, insofar as these are directly or indirectly related to the work accepted by or assigned to him.

21.2. If so requested by Wagenborg, the Contractor must provide statements demonstrating that his contributions to the Employee Insurance Agency (UWV) and wage tax payments to the tax authorities are up to date.

21.3. The Contractor indemnifies Wagenborg against all claims relating to the payment of social security contributions and wage tax relating to the Contractor and the workers engaged by him. Wagenborg is entitled to offset any claims against anything it may owe the Contractor.

## **Article 22 DISSOLUTION**

22.1 Wagenborg at all times has the right to terminate the agreement in whole or in part by means of a written notice to the Contractor, stating reasons. Immediately upon receipt of the written notice, the Contractor will cease performance of the agreement or cease work that no longer needs to be performed. Wagenborg and the Contractor will consult each other about the consequences of such termination. The departure point is that, according to the circumstances, Wagenborg will be owed reasonable compensation for the part of the agreement that has already been performed.

22.2 In the event of failure by the Contractor to fulfil his obligations under the agreement or other agreements arising therefrom, as well as in the event of his bankruptcy, suspension of payments, application of the Court Approval of a Private Composition (Prevention of Insolvency) Act and in the event of shutdown, liquidation or takeover or any comparable situation of the Contractor's business, he will be in default. In that case, Wagenborg will have the right to unilaterally terminate the agreement in whole or in part, without notice of default and without judicial intervention, by means of registered letter to the Contractor and/or to suspend payment obligations and/or to assign performance of the agreement in whole or in part to third parties, without Wagenborg being liable to pay any compensation and without prejudice to any other rights to which Wagenborg is entitled, including the right to full compensation and reimbursement of the purchase price.

22.3 All claims which Wagenborg may have or obtain against the Contractor in such cases will be immediately due and payable in full.

## **Article 23 FORCE MAJEURE**

23.1 A party will not be obliged to fulfil its obligations under the agreement if it proves that:

- the impediment to performance is due to one or more events beyond the control of the relevant party concerned;

and

- that the event in question was unforeseeable and the party concerned should not reasonably have taken into account that such an event could occur and subsequently prevent that party from fulfilling its obligations;

and

- that the party concerned could not have avoided the consequences of the event;

and

- that the party concerned has not accepted the consequences at its expense and risk.

23.2 In the force majeure situation referred to in paragraph 1 of this article, the party that is prevented from fulfilling its obligations under the agreement must notify the other party of this in writing within 24 hours.

23.3 Furthermore, it must make every possible effort to overcome the impediment. Possible damage or loss due to the force majeure situation must be limited to a strict minimum. In the event of any failure to do so, force majeure can no longer be invoked.

In the event of force majeure on the part of the Contractor, the Contractor must, on Wagenborg's demand, prove that the stated reasons do actually lead to a non-attributable failure to perform. The Contractor must issue an official statement to this effect, confirmed by the competent authorities if necessary.

23.4 Wagenborg has the right to subject the evidence referred to in the previous paragraph to a counter-inquiry, at the expense of the Contractor.

23.5 To this end, the Contractor must grant access to the places where the goods are produced or stored and, at his expense, provide the necessary documentation and information, as well as provide full cooperation in the inquiry referred to in the previous paragraph.

23.6 In the force majeure situation referred to in paragraph 1 of this article, the obligations of both parties will be suspended for the duration of the force majeure situation, with the exception of that part of the obligations that can still be performed. In such a situation, Wagenborg will only be obliged to make payments for the commitments (obligations) under the agreement that have been fulfilled (despite the situation).

23.7 As soon as the force majeure situation has ended, or as soon as technically possible, the production schedule as referred to in Article 4 of these conditions will be adjusted by means of an amendment as stated in Article 12 of these conditions. In principle, the agreed price will not be changed, unless this would clearly be contrary to the principles of reasonableness and fairness.

23.8 Wagenborg and the Contractor will each bear the damage and/or loss and costs incurred on their side to the extent that these are a consequence of the force majeure situation.

23.9 If the force majeure situation in connection with Wagenborg's obligations towards its Client were to last unreasonably long, Wagenborg will have the right to terminate the agreement. The costs will be borne by the parties in accordance with the provisions of the previous paragraph of this article.

## **Article 24 APPLICATION OF MATERIALS FOR EXPORT**

24.1 The Contractor is obliged to investigate whether the goods to be delivered, processed or otherwise, may be exported to the final destination specified by Wagenborg.

24.2 As soon as the Contractor determines that the goods to be delivered, processed or otherwise, may not be exported to the final destination specified by Wagenborg, the Contractor will immediately notify Wagenborg thereof in writing.

24.3 The Contractor is liable for all damage or loss suffered by Wagenborg or by third parties caused by failure to comply with the obligation referred to in the previous paragraph, or failing to do so sufficiently or properly.

24.4 The Contractor indemnifies Wagenborg against third-party claims for compensation of damage or loss on the grounds of liability as referred to in paragraph 3 of this Article and will, on Wagenborg's demand, reach a settlement with those third parties or put up a defence in court, instead of or jointly with Wagenborg (all this at Wagenborg's discretion), against the claims as referred to above.

## **Article 25 SANCTIONS LEGISLATION**

25.1 When performing the agreement, the Contractor warrants compliance with the applicable sanctions laws and regulations issued by relevant authorities, including, but not limited, to the European Union, the United States and the United Nations. This includes, but is not limited to, sanctions legislation regarding trade, investment, financial transactions and restrictions on doing business with certain sanctioned individuals, entities or countries.

25.2 In the event that the agreement and its performance are in conflict with the applicable sanctions legislation, Wagenborg may immediately suspend and/or terminate the agreement and its performance, without liability for any damage or loss resulting from such suspension or termination.

25.3 In the event that the Contractor violates the applicable sanctions legislation in the performance of the agreement, the Contractor will indemnify Wagenborg against all liability, claims, damages, fines, sanctions and/or costs, including legal costs, arising from such violation,

## **Article 26 VERSIONS, CONVERSION**

These Purchasing Conditions are available in Dutch and English. In the event of any disputes whatsoever regarding the interpretation of these Purchasing Conditions, the Dutch text prevails. Any voidness or voidability of any provision, or part thereof, of these Purchasing Conditions will not affect the validity of the remaining provisions of these Purchasing Conditions.

## **Article 27 APPLICABLE LAW, COMPETENT COURT**

Every agreement between the Contractor and Wagenborg is governed by Dutch law, with the exception of the Vienna Sales Convention.

All disputes (including those that are considered as such by only one of the parties) that may arise between the Contractor and Wagenborg as a result of this agreement or any ensuing agreements will be settled by the court of North Netherlands (Groningen location).