

SHV ENERGY
GENERAL TERMS AND CONDITIONS October 2025

1. DEFINITIONS

Affiliates - with respect to each Party, the legal entities that control, are controlled by, or under common control with, such Party. Control as used in the previous sentence means the direct or indirect ownership;

Agreement - a fully detailed purchase agreement for goods and services between Buyer and Supplier, and any other exhibits and documents or part thereof as specified therein;

Buyer - SHV Energy N.V., having its registered office at Hoofddorp, The Netherlands, located at Capellalaan 65 (2132 JL), registered with the Chamber of Commerce under number: 30098428 and with VAT-identification number: NL8030.54.233.B01;

Conditions - the SHV Energy General Terms and Conditions set out in this document;

Confidential Information - all confidential information (however recorded, preserved or disclosed and whether or not it is marked as confidential) disclosed by a Party, its Affiliates or its Personnel to the other Party and/or that Party's Affiliates and/or Personnel, including but not limited to:

(a) the fact that discussions and negotiations are taking place concerning the Contract and the status of those discussions and negotiations;

(b) the terms of the Contract ;

(c) any information that would be regarded as confidential by a reasonable business person relating to:

(i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing Party and/or its Affiliates; or

(ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party and/or its Affiliates; and

(d) any information or analysis derived from Confidential Information; but not including any information that:

(i) is or becomes generally available to the public other than as a result of its disclosure by the receiving Party or its representatives in breach of its confidentiality obligation (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information);

(ii) was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;

(iii) was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party;

(iv) was lawfully in the possession of the receiving Party before the information was disclosed to it by the disclosing Party;

(v) is required to be disclosed pursuant to a judicial or governmental order or governmental regulations;

(vi) the Parties agree in writing is not confidential or may be disclosed; or

(vii) is developed by or for the receiving Party independently of the information disclosed by the disclosing Party as evidenced by written records,

Contract - the entirety of arrangements between the Parties, consisting of an Agreement and/or a Purchase Order and/or these Conditions and any other document or part thereof specified in these documents. The Contract shall incorporate all terms and conditions implied by applicable law;

Incoterms - has the meaning as set forth in article 10.2 of these Conditions;

Intellectual Property Rights - (a) copyright, patents, database rights and rights in trademarks, (b) designs, know-how and Confidential Information (whether registered or unregistered); (c) applications for registration, and the right to apply for registration, for any of these rights; and (d) all other intellectual property rights

and equivalent or similar forms of protection existing anywhere in the world;

Party - either Buyer or Supplier (as the case may be), and **Parties** means both of them;

Personnel - Buyer's or Supplier's (as the case may be) employees, agents, consultants, contractors and Subcontractors, and their employees, agents, consultants, contractors and Subcontractors;

Purchase Orders - Buyer's purchase order(s) including but not limited to any Buyer's purchase order placed by electronic, voice or paper means;

Products - the goods or any of them described in the Contract to be provided by Supplier to Buyer under the Contract

Relevant Policies - has the meaning as set forth in article 17.11.1(c) of these Conditions;

Relevant Requirements - has the meaning as set forth in article 18.2(a) of these Conditions;

Relevant Terms - has the meaning as set forth in article 17.2 of these Conditions;

Services - the services and related activities as described in the Contract to be provided by Supplier to/for the benefit of Buyer;

Specifications - the Product or Service specification developed and/or agreed between Supplier and Buyer and forming part of the Contract;

Subcontractor - a subcontractor of Supplier engaged by Supplier;

Supplier - the person, firm or company that will provide the Services and/or deliver the Products; and

Writing - written communication, including but not limited to email, electronic messaging and other means of written (digital) communication..

2. APPLICABILITY

2.1. These Conditions apply to all requests for offers made by Buyer, offers made by Supplier and all Contracts between Buyer and Supplier, regardless of whether reference is made to the Conditions.

2.2. All Contracts between Supplier and Buyer are expressly conditioned upon Supplier's acceptance of these Conditions. Any terms and conditions proposed or stipulated by Supplier shall not apply – not even in addition to these Conditions – and any applicability is expressly excluded and rejected unless otherwise expressly agreed in Writing between Buyer and Supplier.

2.3. These Conditions cancel and replace any previous general terms and conditions, whether written or oral, unless otherwise explicitly agreed in Writing between Buyer and Supplier.

2.4. The commencement of any work by Supplier or delivery by Supplier of any Services or Products in response to a Contract is conclusive evidence of Supplier's acceptance of these Conditions.

2.5. If there is any conflict between the terms specified in the Contract and any of these Conditions, the terms specified in the Contract shall prevail.

2.6. Any deviation from and/or addition to and/or variation of the Contract shall not be deemed accepted by Buyer and Supplier, unless explicitly agreed beforehand in Writing between Buyer and Supplier.

2.7. Buyer reserves the right to unilaterally amend or supplement the Conditions. Such deviation from and/or addition and/or variation to the Conditions shall become effective thirty (30) calendar days after Buyer has notified Supplier of the amended

Conditions.

- 2.8. The headings in these Conditions are for convenience only and shall not affect their interpretation.

3. PURCHASE ORDERS AND OFFERS

- 3.1. Any offer issued by Supplier constitutes a binding offer to Buyer and may not be amended, withdrawn and/or revoked by Supplier after submission.
- 3.2. Any request from Buyer to Supplier is made entirely without obligation and may be revoked at any time.
- 3.3. Any Purchase Orders placed by Buyer shall be deemed confirmed by Supplier unless Supplier notifies Buyer of its refusal within 3 (three) working days.
- 3.4. Any deviation from and/or addition to and/or variation of a Purchase Order shall not be deemed accepted by Buyer, unless expressly agreed beforehand in Writing between Buyer and Supplier.
- 3.5. Orders communicated orally shall not be binding on Buyer, unless expressly confirmed in Writing by Buyer.
- 3.6. Supplier will not be reimbursed for costs made to prepare and issue an offer.

4. PRICES

- 4.1. The price payable by Buyer is specified in the Contract. Unless otherwise expressly agreed in the Contract, the prices shall be inclusive of all taxes and other governmental charges due in any country, including but not limited to social premiums and wage taxes related to persons used by Supplier in performing its activities under the Contract and inclusive of all charges for packaging, packing, transport, insurance, delivery and commissioning of the Products or Services to the place of delivery, but exclusive of any applicable value added tax.
- 4.2. Agreed prices are fixed and irrevocable. A price accepted by Buyer may not be increased without Buyer's Written prior consent.

5. INVOICING AND PAYMENT

- 5.1. Supplier shall be entitled to invoice Buyer on or at any time after delivery of the Services or the Products.
- 5.2. Unless otherwise expressly agreed in the Contract, the invoice for Services or Products delivered will be contained in each delivery thereof. It is the responsibility of Supplier to provide a valid and correct invoice to Buyer. In the event that the invoice received is not valid, Buyer shall reject the invoice and return the invoice to Supplier stating the reasons for such a rejection.
- 5.3. Supplier guarantees that all invoices are fully compliant with the applicable (tax) legislation. Any extra tax, penalty or other costs as a result of non-compliant invoices will be for the account of Supplier.
- 5.4. Unless otherwise expressly agreed in the Contract, Buyer will settle undisputed invoices within sixty (60) calendar days from the date of receipt by Buyer of a proper invoice as mentioned in article 5.2 and **Error! Reference source not found.** of these Conditions or, if later, after acceptance of the Products or Services by Buyer.
- 5.5. The issuing of any receipt or other acknowledgement by Buyer for Products or Services shall not constitute a waiver by Buyer of any of its rights or obligations of Supplier under these Conditions or any other terms and conditions implied by applicable law.
- 5.6. In contrast to Supplier, Buyer shall at all times be entitled to set off and/or suspend payment of any amount if Buyer (a) objects to an invoice issued by Supplier, (b) is not satisfied with the Products or Services delivered by or on behalf of Supplier and/or (c) has acquired or reasonably expects to acquire a claim against Supplier.

6. DELIVERY, TRANSFER OF RISK AND PROPERTY

- 6.1. Delivery of Products and Services shall be made in accordance with the date and location specified in the Contract. In this respect, time shall be of the essence, and Buyer reserves the right to terminate without notice the whole or any unexecuted part of the Contract if Supplier fails to comply with (any part of) the Contract for whatever reason. Supplier shall promptly inform Buyer if Supplier has serious reasons to expect that

Supplier will fail to comply with the Contract.

- 6.2. Supplier shall adequately pack and protect the Products against damage and deterioration and shall be responsible for ascertaining any special delivery requirements.
- 6.3. Buyer shall not be deemed to have accepted any Products or Services until Buyer has had a reasonable time to inspect them following delivery, performance or, if later, within a reasonable time after any latent defect has become apparent.
- 6.4. Property and risk of the Products shall pass to Buyer when the Products are delivered in accordance with articles 6, 7, 8 and 8, 9 and 10 of these Conditions.

7. SPECIFICATIONS

- 7.1. Any Specifications referred to in the Contract are deemed to be an integral part of the Contract.
- 7.2. All the Products or Services must comply with the Specifications where indicated.

8. ALTERATIONS

- 8.1. Supplier shall consult with Buyer in advance on any alteration in the quantity, quality, composition, properties or production method of the Products or Services to be delivered (including but not limited to their packaging) or performed. If no consultation takes place or Buyer does not agree to the alteration, Buyer will be entitled to fully or partially cancel and/or terminate the Contract at no costs to Buyer without prejudice to Supplier's liability for all damage caused to Buyer and third parties as a result of the alteration, dissolution, termination or cancellation. If Buyer has agreed to the alteration, this merely means that, as regards the alteration, the Products or Services do not have to conform to the specifications in the Contract, whereas this shall not affect Supplier's obligations to fulfil the other obligations under the Contract.

9. INSPECTION; TEST; SHORTCOMINGS

- 9.1. Buyer may inspect and test all Products and Services at any time prior to or upon delivery by Supplier or in case of raw materials or semi-products also after delivery but before use. Buyer may reject Products and Services which do not comply with the terms of the Contract.
- 9.2. Neither Buyer's inspection, testing nor failure to inspect or test the Products or Services shall relieve Supplier of any obligation or liability towards Buyer.
- 9.3. If the Products or Services delivered by Supplier do not conform to the Contract, Buyer shall be entitled to require, at its discretion, that the Products or Services delivered shall be repaired or replaced or that the missing component shall be supplied within a reasonable term to be set by Buyer, without prejudice to its other rights by law or by virtue of these Conditions.
- 9.4. In the event that the Products do not conform to the Contract, Buyer is entitled, at its discretion, to either return these Products to Supplier at Supplier's expense or to keep them in its custody until Supplier has given further instructions as to how these Products are to be dealt with. Any costs incurred by Buyer in this respect shall be for Supplier's account. Buyer shall in no event be responsible for keeping the Products in good condition.
- 9.5. If Buyer returns any Product to Supplier, Supplier shall refund in cash the full amount of the applicable purchase price and all additional costs incurred by Buyer in relation thereto (including but not limited to transportation costs). Supplier shall not be entitled to issue a credit note or credit memo to be offset against the initial invoice.
- 9.6. Acceptance or payment of all or part of the Products or Services shall not be deemed a waiver of any claim based on delay of delivery or other failure to perform in accordance with the Contract and nothing herein shall exclude or limit any warranties.
- 9.7. Any advice or notice given by Buyer with regard to the Products or Services to be delivered or performed shall not release Supplier in any way whatsoever from its own responsibility or liability with respect to the proper fulfilment of its obligations

under the Contract.

10. IMPORT; EXPORT TERMS

- 10.1. Unless otherwise agreed in Writing, Supplier shall deliver the Products DDP (Delivered Duty Paid) (Incoterms).
- 10.2. In the Contract **Incoterms** means the most recent rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is signed. Unless the content requires otherwise, any terms or expressions which are defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in the Contract, but if there is any conflict between the provisions of Incoterms and the Contract, the latter shall prevail.
- 10.3. Unless otherwise agreed in Writing between Buyer and Supplier, Supplier shall be responsible for complying with any legislation or regulations for both the export of the Products from the country of origin and the import of the Products into the country of destination and for the payment of any duties thereon.

11. DURATION AND TERMINATION

- 11.1. The Contract shall terminate either (a) upon expiration of the agreed term or (b) upon delivery of all agreed Products and Services by Supplier.
- 11.2. Unless otherwise agreed in Writing, Buyer shall have the right to terminate the Contract at any time without observing any notice period.
- 11.3. Buyer may suspend the performance of or terminate the Contract immediately upon Written notice to Supplier in the event that: (i) such Supplier becomes insolvent, (ii) a trustee or receiver is appointed for Supplier or all or a substantial portion of its property, (iii) such Supplier is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws, (iv) Supplier makes an assignment for the benefit of creditors, (v) Supplier is dissolved or liquidated, (vi) the direct or indirect control over Supplier changes, including in any case in the event of a merger, demerger, consolidation or transfer of shares, or if Supplier sells or disposes of all or substantially all of its assets, or (vii) Supplier is in material breach of the Contract and (a) that breach is not capable of remedy or (b) that breach is not remedied by Supplier within thirty (30) calendar days after the breach occurred (to be determined at Buyer's sole discretion).
- 11.4. Supplier shall notify Buyer in Writing as soon as possible if any of the events included in article 11.3 occurs.
- 11.5. In the event of termination of the Contract, Buyer may keep or take possession of any Products or of any items belonging to Buyer and enter any premises of Supplier for that purpose.
- 11.6. If Buyer terminates the Contract in accordance with this article 11 Supplier shall return to Buyer all payments made for Products and/or Services that have not been delivered and/or provided at the date of termination and if Buyer rejects any Products or Services Supplier shall return all payments made for the rejected Products or Services within thirty (30) calendar days after the date of termination or rejection, as applicable. Where upon termination Buyer elects to keep or take any Products or Services, it shall account to Supplier for them at a proportion of their price or their value to Buyer, whichever is less, but otherwise no compensation shall be payable to Supplier upon termination or rejection, as applicable.
- 11.7. Upon any termination or expiration of the Contract, all outstanding rights and obligations between the Parties arising from or in connection with the Contract shall immediately terminate, except any obligation that matured prior to the effective date of termination or expiration, including but not limited to any Purchase Orders which have been submitted to and accepted by Supplier prior to the date of termination and any other provision which, by its terms, is understood to survive the termination or expiration of the Contract.

12. AUDIT

- 12.1. On five (5) working days prior Written notice, Supplier shall, for audit purposes, allow Buyer's authorised Personnel, advisors and auditors and regulators reasonable access to its premises,

equipment, staff, and such other information as Buyer, its authorised Personnel, its advisors, its auditors or regulators may reasonable find necessary to verify performance by Supplier of its obligations under the Contract, and will provide such facilities and assistance (including but not limited to storage, working space, power supply and telephone facilities) as they shall reasonably require.

- 12.2. Buyer shall have the right to conclude one (1) audit per calendar year free of charge.
- 12.3. In case an audit reveals non-compliance with the Contract, Supplier shall remedy such non-compliance at its own cost within thirty (30) calendar days of receipt of notice by Buyer of such non-compliance.
- 12.4. If any quality audit to be performed by Buyer in respect of Supplier reveals major shortcomings from a quality perspective that are not capable of remedy, to be determined at Buyer's sole discretion, then Buyer may immediately terminate the Contract in accordance with article 11.2 of these Conditions.
- 12.5. Supplier shall fully cooperate with any such audits or enquiry and – where required – ensure that its accountant shall cooperate with such audits and enquiries. Each Party shall seek to limit the impact of audits on the other Party's day-to-day operations.

13. LIABILITY, INDEMNITIES AND WARRANTIES

- 13.1. Supplier shall be liable for all loss or damage suffered, or expenses incurred, by Buyer as a result of Suppliers non-performance of the Contract, its failure to perform timely or properly or its breach of any contractual or non-contractual obligation vis-à-vis Buyer or third parties or of any applicable rules and regulations, including but not limited to product liability law. In addition, Supplier indemnifies Buyer against and holds Buyer harmless from and against all loss or damage suffered, or expenses incurred, by Buyer resulting directly or indirectly from or related to Supplier's non-performance of the Contract, its failure to perform timely or properly or its breach of any contractual or non-contractual obligation vis-à-vis Buyer or third parties or of any applicable rules and regulations, including but not limited to product liability law.
- 13.2. Buyer's total liability under or in connection with the Contract whether arising from negligence, breach of contract or otherwise, is limited to the amount paid out by its insurer. If, for any reason, no payment is made by the insurer to Buyer, the aforementioned liability shall be limited to the fees paid under the Purchase Order under which the Products or Services were purchased that caused the loss or damages (excluding VAT), provided that the total aggregate liability of Buyer will never exceed EUR 50,000.
- 13.3. In no event shall Buyer be liable for any lost revenues, lost profits, loss of business, loss of data, incidental losses, indirect or consequential losses and special or punitive damages. Nothing in the Contract excludes or limits the liability for wilful intent or gross negligence by Buyer or its executive subordinates.
- 13.4. Supplier guarantees the fulfilment of obligations by third parties on Supplier's part (such as Supplier Personnel or third parties or their employees hired directly or indirectly by Supplier) in the same way as it guarantees the fulfilment of its own obligations under the Contract. Supplier shall be liable for all Products and Services supplied by all Subcontractors and shall furnish Buyer with copies of all subcontracts upon Buyer's request at any time.
- 13.5. Supplier shall indemnify and hold Buyer and its Affiliates harmless from and against any and all costs, damages, claims and liabilities whatsoever arising out or caused by Supplier's breach or failure to fulfill his obligations under the Contract.
- 13.6. In addition to any other warranties, express or implied, Supplier warrants, without any verification by Buyer being required, to Buyer:
 - (a) that that Supplier has all necessary permits and licenses or any other needed authorisation to perform its obligations under the Contract;
 - (b) that all Products delivered shall be in all respects of sound materials and workmanship. This means that the Products (including but not limited to their packaging) are fit, safe and

suitable for use intended by Buyer. In so far as the use intended by Buyer is unknown to Supplier, Supplier shall obtain such information from Buyer in writing beforehand;

- (c) the merchantability of the Products;
 - (d) that the Products are conform to the agreed specifications and approved samples or analyses, if any, and they are free from defects, including but not limited to faults in design, material and manufacturing;
 - (e) that the Products comply with all applicable statutory requirements, including but not limited to product liability law, and all relevant environmental, health and (food) safety guidelines and relevant industry standards, including but not limited to the statutory rules and regulations of the country of delivery and, in so far as known to Supplier, the country of destination;
 - (f) that the Products delivered or performed do not infringe any intellectual property rights, including but not limited to patents, copyrights or trademarks, in the country of manufacture, the country of delivery, or the country of destination/use (the latter if and in so far as known to Supplier), and they do not infringe on any other third party's industrial rights. Supplier undertakes vis-à-vis Buyer and its Affiliates and their customers that it shall fully indemnify and hold Buyer and its Affiliates and their customers harmless from and against any claims made by a third party and fully reimburse any damage suffered by Buyer and its Affiliates and their customers as a result of such an infringement. Buyer may participate in the defense of any claim or suit arising hereunder without relieving Supplier of any obligation or liability hereunder and Supplier shall not enter into a settlement or other agreement that includes or imputes an admission of liability by Buyer and/or its Affiliates without their prior written consent.
- 13.7. Buyer shall be entitled to reject any Products that are not manufactured or delivered in accordance with article 13.6(a) up to and including 13.6(f) of these Conditions, without being obligated to pay any compensation to Supplier.

14. CONFIDENTIALITY

- 14.1. Supplier shall keep the Confidential Information in strictest confidence and will not disclose, disseminate, publish or make the Confidential Information accessible, in whole or in part, in any way or form, to anyone, without Buyer's prior written consent. Confidential Information may only be used by Supplier to the extent necessary for the performance of its obligations under the Contract or if Supplier is required to disclose the Confidential Information pursuant to a court order. In the latter case, Supplier shall immediately inform (to the extent legally permitted) Buyer in Writing of such court order and shall enable Buyer to seek protective measures against such disclosure and, if necessary, shall cooperate in obtaining such protective measure.
- 14.2. Supplier shall restrict disclosure of such material to such of its Personnel as need to know the same purpose of discharging Supplier's obligations to Buyer and shall ensure that its Personnel is subject to similar obligations of confidentiality as those set out in these Conditions.
- 14.3. Supplier will at no time, directly or indirectly, derive from the possession or use of Confidential Information any (proprietary) right or title to, or interest in, that Confidential Information, and/or other know how or patentable intellectual property rights derived from or based on that Confidential Information, and will not claim any legal right or title thereto, either by means of patent application or otherwise.
- 14.4. Supplier may not use any part of the Confidential Information after termination of the Contract. The obligations of confidentiality in these Conditions will survive termination of this Contract and will continue for a period of five (5) years after termination.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1. Subject to article 15.2 of these Conditions, all Intellectual Property Rights belonging to a Party prior to delivery of the Products or delivery of the Services shall remain vested in that

Party.

- 15.2. Any Intellectual Property Rights that are developed in the Products or the Services shall be the exclusive property of Buyer. All such Intellectual Property Rights under the Contract and in any derivatives and adaptations thereto, including but not limited to any modifications, enhancements, additions or changes thereto, shall vest in Buyer unconditionally and immediately on their creation and Buyer is the sole owner thereof. Supplier hereby assigns in advance and agrees to ensure that each other relevant person shall assign, including but not limited to by way of future assignment where relevant, to Buyer, all Intellectual Property Rights that are developed in the Products or Services and such other interest as aforesaid, immediately on their creation, free of all encumbrances and attachments, which assignment and transfer is hereby accepted by Buyer.
- 15.3. Buyer hereby grants to Supplier a non-exclusive, non-transferable, non-sublicensable, revocable and royalty-free license for the term of the Contract to use the Intellectual Property Rights under article 15.2 of these Conditions for the sole purpose of delivery of the Products and Services on the terms and conditions as set out in the Contract.
- 15.4. Supplier hereby grants to Buyer a non-exclusive, transferable, sublicensable, irrevocable and royalty-free license for the term of the Contract to its Intellectual Property Rights to the extent required for Buyer to receive the Products and Services on the terms and conditions as set out in the Contract.
- 15.5. Nothing in the Contract shall be construed as granting or conferring to Supplier any rights of license, expressly, implicitly or otherwise for such Intellectual Property Rights, other than explicitly set out in the Contract.
- 15.6. Neither Party's trademarks, trade names nor brands may be used by either Party for any purpose without the other Party's prior Written consent. If that consent is given, the relevant Party shall use the relevant trademarks or brands in compliance with the consenting Party's brand guidelines and in accordance with the terms and conditions of the consent or the relevant trademark licence between the Parties (if any).

16. PERSONAL DATA

- 16.1. Unless agreed otherwise in Writing, Supplier may, as the data controller for such processings, process any personal data obtained in connection with the performance of the Contract.
- 16.2. When Supplier processes personal data in the context of the Contract, Supplier shall comply with applicable data protection law. If Buyer considers it important for the performance the Contract, Supplier shall, upon request, inform Buyer without delay in writing about the manner in which Supplier fulfils its obligations under the applicable data protection law.
- 16.3. Supplier shall take appropriate technical and organisational measures to protect personal data received from Buyer against loss and unlawful processing. These measures will provide for an adequate level of protection, taking into account the risks involved in the processing and the nature of the personal data.
- 16.4. Supplier shall indemnify and hold Buyer and/or its Affiliates harmless from and against all claims, proceedings or actions brought by a competent public authority and/or an individual against Buyer arising out of any breach by Supplier and/or any of its processors of any third party rights or its obligations under applicable data protection law in connection with the personal data provided to Supplier by Buyer.
- 16.5. If applicable, the Parties shall comply with their respective obligations as agreed in a data processing agreement or data protection agreement in a form as indicated by Buyer.

17. COMPLIANCE WITH APPLICABLE LAWS

- 17.1. Supplier shall:
- (a) comply with (and take all reasonable measures to ensure and do nothing to prejudice Buyer's compliance with) all applicable laws, statutes, regulations, and codes, including expressly those relating to anti-bribery and anti-corruption, sanctions and trade embargoes including but not limited to the criminal code in the relevant jurisdiction, Sanctions Act 1977 and sanctions laws and regulations imposed by the

U.S. Office of Foreign Assets Control and the European Union (the **Relevant Requirements**);

- (b) not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements;
 - (c) comply with Buyer's Business Partner Code of Conduct and Buyer's anti-bribery and anti-corruption policies (an electronic copy of which is available via the following weblink: [Business Partner Code of Conduct](#) (the **Relevant Policies**);
 - (d) have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures to ensure compliance with the Relevant Requirements, the Relevant Policies and article 17.1(b) of these Conditions, and will enforce them where appropriate;
 - (e) promptly report to Buyer any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with the performance of the Contract;
 - (f) immediately notify Buyer in Writing if a foreign public official becomes an officer or employee of Supplier or acquires a direct or indirect interest in Supplier and Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Contract; and
 - (g) within three (3) months of the date of the Contract, and annually thereafter, certify to Buyer in writing signed by an officer of Supplier, compliance with this article 17 by Supplier and all persons associated with it under article 17.2 of these Conditions. Supplier shall provide such supporting evidence of compliance as Buyer may reasonably request.
- 17.2. Supplier shall ensure that any person associated with Supplier (including but not limited to all Supplier Personnel and Subcontractor Personnel) who is performing Services or providing Products in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Supplier in this article 17 (the **Relevant Terms**). Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Buyer for any breach by such persons of any of the Relevant Terms.
- 17.3. Breach of this article 17 shall be deemed a material breach of the Contract, incapable of remedy.
- 17.4. For the purpose of this article 17, the meaning of foreign public official and whether a person is associated with another person shall be determined in accordance with the Criminal Code in the relevant jurisdiction, in connection with the interpretation in relevant case law. For the purposes of this article 17, a person associated with Supplier includes but is not limited to any Subcontractor of Supplier.
- 17.5. Buyer reserves the right to take all actions, including but not limited to cancellation and termination of (delivery of) any particular Service or Product, upon not less than thirty (30) calendar days written notice to Supplier, without penalty or liability, that are reasonably believed to be necessary to assure compliance with this article 17 or to avoid being subjected to regulation as a common carrier or utility. No such termination or refusal to perform shall be deemed a breach hereunder.

18. ASSIGNMENT; SUB-CONTRACTING; SUBSTITUTION

Supplier shall not assign the Contract in whole or in part nor shall Supplier subcontract any part of the Contract without Buyer's prior Written consent. Supplier may, however, assign the Contract to a successor in ownership of all or substantially all its business assets, provided that such successor shall expressly assume in Writing the obligation to perform in accordance with the terms and conditions of the Contract. Buyer may assign the Contract in whole or in part or subcontract a part of the Contract to any person, firm or company.

19. INSURANCE

Supplier shall be at all times adequately insured with reputable

insurers against the insurable risks under the Contract, amongst others but not limited to general / employers and products liability and property damage / business interruption. Upon request of Buyer Supplier shall provide Buyer with certificates signed by the insurers as proof of insurance.

20. GENERAL

- 20.1. These Conditions shall continue in full force and effect notwithstanding any termination or completion of the Contract.
- 20.2. Each Party acknowledges that, in entering the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) other than as expressly set out in the Contract.
- 20.3. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention.
- 20.4. Nothing in these Conditions shall prejudice any other conditions or warranties (express or implied) to which Buyer may be entitled.
- 20.5. No failure or delay on the part of Buyer to exercise any of its rights in respect of any default under the Contract by Supplier shall prejudice Buyer's rights in connection with the same or any subsequent default.
- 20.6. The rights and remedies of Buyer set out in these Conditions are in addition to, and not in substitution of, any rights and remedies Buyer may have under applicable law against Supplier on the grounds of negligence, breach of contract or any other grounds.
- 20.7. Buyer does not grant Supplier any exclusivity. The fact that Supplier is engaged as the sole supplier shall not be construed as granting any form of exclusivity or right of first refusal.
- 20.8. Buyer shall have no obligation to purchase any minimum quantity of Products or Services and does not guarantee any (minimum) turnover to Supplier. Any figures mentioned during negotiations shall be deemed non-binding estimates.

21. NO PARTNERSHIP

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party.

22. WAIVER

- 22.1. Failure to exercise, or any delay in exercising, any right or remedy provided under the Contract or by applicable law shall not constitute a waiver of that or any other right or remedy, and shall not preclude or restrict any further exercise of that or any other right or remedy.
- 22.2. No single or partial exercise of any right or remedy provided under the Contract or by applicable law shall preclude or restrict the further exercise of that or any other right or remedy.

23. JUDICIAL AND EXTRA-JUDICIAL COSTS

Should Supplier fail to fulfil any of its obligations under the Contract, all costs incurred by Buyer in obtaining settlement out of court shall be for Supplier's account. Supplier shall also reimburse Buyer for all costs reasonably incurred in connection with legal proceedings where judgment is fully or substantially awarded against Supplier. These costs shall in any case include the fees of outside experts, bailiffs and lawyers, even if these costs exceed the amount awarded by the court.

24. GOVERNING LAW AND COMPETENT COURT

- 24.1. The Contract and all ensuing agreements shall be governed by and construed in accordance with the laws of The Netherlands.

Applicability of the United Nations Convention on contracts for the International Sale of Goods (CISG) is explicitly excluded.

- 24.2. In relation to any matter arising under or in connection with the Contract and all ensuing agreements, the Parties irrevocably agree to submit to the exclusive jurisdiction of the court of Amsterdam, location Amsterdam.
