

**GENERAL TRADING AND PURCHASE CONDITIONS OF KONINKLIJKE
WAGENBORG B.V. AND/OR ASSOCIATED COMPANIES, FILED WITH THE
REGISTRAR OF THE GRONINGEN DISTRICT COURT ON NOVEMBER 16th 2016**

GENERAL TRADING CONDITIONS

Article 1 DEFINITIONS

- a. For the purposes of these Trading Conditions, “Wagenborg” is the Dutch private company with limited liability Koninklijke Wagenborg B.V. and/or associated companies.
- b. For the purposes of these Trading Conditions, the “Client” is the natural person or legal entity for which and/or on whose behalf Wagenborg performs activities as described in these Trading Conditions.
- c. For the purposes of these Trading Conditions, “Forwarding” is the agreement whereby Wagenborg undertakes to a Client to act as freight forwarder and any other type of service provision undertaken by Wagenborg in that context.
- d. For the purposes of these Trading Conditions, “Transport” is the agreement whereby Wagenborg undertakes to the Client to transport goods by road, inland waterway, rail, air, or any other transport means.
- e. For the purposes of these Trading Conditions, “Combined Transport” is the agreement whereby Wagenborg undertakes to the Client to transport goods with at least two different means of transport under the same agreement.
- f. “Towage Activities” within the meaning of these Trading Conditions is the agreement under which Wagenborg undertakes to the Client to provide the following assistance: maintaining progress, bringing to a halt, pushing, pulling, propelling, guiding, escorting or remaining available for such purposes for a ship, and any other services agreed between parties for a ship with the aid of one or more tugboats.
- g. “Pontoon Employment” within the meaning of these Trading Conditions constitutes the agreement under which Wagenborg undertakes to the Client to make floating pontoons, including deck barges, available to the Client.
- h. “Shipbroker’s Work” within the meaning of these Trading Conditions is the contract under which Wagenborg undertakes to the Client or third parties to render the following services: “The rendering of services in an enterprise, which as a company handles maritime matters for ship owners, transporters, time chartering agents or captains of seagoing vessels, delivery of incoming cargoes and taking receipt of outgoing cargoes, including everything that the company does in that regard or for the shipping industry, in the broadest sense of the terms, which includes acting in the capacity of a customs forwarding agent, as well as acting on behalf of others, particularly recipients and shippers of cargoes, and all matters related to that in any respect, and also mediation in entering into contracts for leasing or chartering freight, other transport contracts, contracts governing the use of containers and similar cargo units,

insurance contracts and contracts of purchase and sale, acting in the capacity of a broker or otherwise, all in so far as any seagoing vessel or other means of transport is either directly or indirectly involved.

i. For the purposes of these Trading Conditions, “Hoisting” is the agreement whereby Wagenborg undertakes to the Client to perform hoisting activities by means of cranes and other hoisting equipment, in the broadest sense of the terms, as well as making cranes and hoisting equipment available to the Client without operators.

j. For the purposes of these Trading Conditions, “Assembly Activities” is the agreement whereby Wagenborg undertakes to the Client to assemble or disassemble goods indicated by the Client, including movement of goods by using carriages, jacking to or from a foundation, whether or not preceded or followed by transport, and preparing goods for shipping at the place of departure and/or completing them at their destination, all this in the broadest sense of the terms.

k. For the purposes of these Trading Conditions, “Storage” is the agreement whereby Wagenborg undertakes to the Client to store goods for a specific period stipulated in the agreement. Any possible supply or removal of goods by Wagenborg, including loading activities regarding goods in relation to storage, will not be covered by the definition of “storage”, but by the definitions of, e.g., “transport”, “hoisting”, or “assembly”.

l. “Warehouse Usage” within the meaning of these Trading Conditions constitutes the agreement, whether or not by way of lease, under which Wagenborg undertakes to the Client to make basic warehouse and industrial space available to the Client.

m. A “Removal Agreement” is the agreement to transport goods whereby the shipper (the Removal Company) undertakes to the sender (the Client) to transport, either exclusively in a building or dwelling and partly by road, or exclusively by road. Transport by rail is not considered transport by road.

n. For the purposes of these Trading Conditions, “Total Project Management” is the agreement whereby Wagenborg undertakes to the Client to advise on, supervise, or perform all those activities required to complete a certain project (e.g. all-in transport, including assembly from foundation to foundation, etc., or a commercial removal) or to have such activities performed. Projects are managed in accordance with Wagenborg’s project management rules, whereby the Client undertakes to provide all necessary information and supervision to carry out such projects.

o. In the framework of any of the activities to be carried out by Wagenborg, contract variations shall only be undertaken after written confirmation by the Client. If contract variations are agreed in writing in advance by one of the Client’s employees, the Client cannot later institute a claim based on the fact that the employee was neither authorised to issue the written order nor authorised by the Client to sign.

Article 2 GENERAL CLAUSES

(Quotations)

a. Every Wagenborg quotation is free of obligation.

b. The agreement is formed after written confirmation by Wagenborg.

(Applicability)

c. The present General Trading Conditions apply to all quotations provided by Wagenborg, all agreements signed by Wagenborg, and any actual and legal acts undertaken to perform all this, to the explicit exclusion of any general terms and conditions used by the Client.

d. Any deviations from these General Trading Conditions are only valid if and in so far as confirmed in writing by Wagenborg in advance.

(Prices)

e. All prices quoted by Wagenborg are exclusive of Dutch VAT and tailored to the situation at the time of the quotation. If one or more cost price factors (purchase prices, wage costs, social security contributions, freight costs including fuel costs, changes in the exchange rate, etc.) later increase, Wagenborg shall be entitled to increase the original price accordingly.

(Insurance)

f. Unless so requested by the Client and confirmed in writing by Wagenborg, Wagenborg does not take out goods insurance or similar insurance for the goods in relation to which it signs an agreement with the Client.

(Security)

g. Prior to commencing performance of an order it has received, and at any time during the subsequent activities, Wagenborg will be entitled to require from the Client adequate security for performance of the latter's obligations.

h. As long as the Client has not provided the requested security, Wagenborg shall be entitled to suspend its performance without prejudice to any statutory rules regarding the suspension and termination of a contract and without prejudice to any rights pursuant to the specific general terms and conditions declared applicable in these General Trading Conditions.

(Payment)

i. Unless otherwise agreed in writing, the Client is obliged to pay the invoices sent to him/it within 14 days. If payment is not received within this period, the Client will be in default by operation of law and Wagenborg will be free to exercise all of its ensuing legal rights and remedies. In such case, the Client will also be liable to pay a penalty of 10% of the outstanding invoice amount and interest at the statutory rate on the outstanding invoice amount and the amount of the penalty, as defined in Section 6:119a, read in conjunction with Section 120(2), Dutch Civil Code. In the absence of Wagenborg's written consent, the Client will not be entitled to set off invoices against its claims, regardless of the reason for the claim.

(Possessory Lien and Right of Pledge)

j. Wagenborg has a possessory lien and a right of pledge with regard to all goods, documents, and monies which are in Wagenborg's possession or of which Wagenborg may gain possession, regardless of the reason for same and regardless of destination of same, which it may invoke against any party demanding that same be surrendered, for any claims that Wagenborg has or may acquire against the Client.

k. Wagenborg is entitled to exercise the possessory lien and/or right of pledge referred to under j. for any amounts which the Client still owes Wagenborg in relation to previous orders.

Article 3 LIABILITY

- a. The Client will bear all of the expense and risk of all transactions and work, including the provision of advice.
- b. In so far as Wagenborg is liable pursuant to these Trading Conditions, general conditions referred to in Article 4 or any other way for any goods entrusted to it, such liability shall be limited to the period from the moment of receipt until the moment of delivery to either the Client or the party designated by the Client.
- c. Notwithstanding the liability regime provided for in Article 4 of these Trading Conditions or otherwise, Wagenborg shall under no circumstances be liable for any loss or harm, in any form whatsoever, except if and in so far as such loss or harm is caused by an intentional act or omission or gross negligence on the part of Wagenborg. The phrase “an intentional act or omission or gross negligence on the part of Wagenborg” is defined as an intentional act or omission or gross negligence on the part of bodies of Wagenborg or bodies of its affiliated companies and the corresponding corporate officers of those bodies. Furthermore, Wagenborg shall under no circumstances be liable for commercial, consequential, or indirect loss or harm, irrespective of its cause.
- d. The damages payable by Wagenborg shall be established in accordance with the liability arrangement provided for in the general terms and conditions referred to in Article 4 of these Trading Conditions, by law, or in treaties. The damages payable for goods entrusted to Wagenborg shall under no circumstances exceed the invoice value proven by the Client or, if that cannot be established, the market value of the goods at their destination. Under no circumstances shall Wagenborg’s liability exceed an amount of EUR 450,000 unless stipulated otherwise in mandatory provisions. Wagenborg’s liability for loss or harm to goods other than those entrusted to it shall under no circumstances exceed the invoice amount of the agreement entered into, exclusive of VAT, up to a maximum of EUR 450,000 per event or series of events arising from the same proximate cause.
- e. Wagenborg is entitled to make use of the services of third parties for the performance of the agreement, whether or not such third parties are subcontractors.
- f. Liability claims, regardless of the grounds for same, may only be instituted by the Client or a third party within the constraints of the agreement entered into by Wagenborg and the Trading Conditions applicable to that agreement. If any claims are lodged against subordinates and subcontractors of Wagenborg outside the context of the agreement, it is hereby stipulated on their behalf that they may invoke all of the provisions of these Trading Conditions. The Client shall indemnify Wagenborg, its subordinates, and subcontractors against all non-contractual claims at Wagenborg’s first request.
- g. Notwithstanding the provisions regarding prescription and limitation as stipulated in Article 4 of these Trading Conditions, any claim against Wagenborg shall become null and void through the mere expiry of one year.

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

a. Forwarding

The most recent version of the Dutch Shipping Conditions (FENEX) [*Nederlandse Expeditievoorwaarden*] filed with the Registrars of the District Courts of Amsterdam, Arnhem, Breda, and Rotterdam, apply to Wagenborg's shipping activities, as referred to in Article 1 of these General Trading Conditions.

b. Transport

In so far as no compulsory law applies (particularly in relation to the loading and unloading of any means of transport), Wagenborg shall not be liable for any harm to and/or loss of the goods transported or to be transported, except in the case of gross negligence or an intentional act or omission. The following terms and conditions, laws, and treaties apply to Wagenborg's transport activities, arranged by means of transport:

I. Road Transport

Unless provided otherwise by compulsory law, the most recent version of the Dutch General Transport Terms and Conditions [*Algemene Vervoers Conditie*] applies to road transport.

In addition to the Dutch General Transport Terms and Conditions, the clauses of the CMR Treaty and any amendments thereto apply to cross-border traffic in so far as these have entered into force in the Netherlands.

The most recent version of the Dutch General Terms and Conditions for Exceptional Transport (AVET) [*Algemene Voorwaarden voor Exceptioneel Transport*] filed with the Registrars of the District Courts of Amsterdam and Rotterdam applies to the transfer of goods (cross-border or otherwise) exempted because they exceed the normal legally permitted size and/or weight.

II. Transport by Sea

The most recent version of the terms and conditions of the Uniform General Charter (GENCON) as recommended by the Baltic International Maritime Council (BIMCO) applies to transport by sea. If a bill of lading is issued for the transport at the request of the Client or otherwise, these General Trading Conditions shall remain in full force to the explicit exclusion of the terms and conditions of the bill of lading.

III. Transport by Inland Waterway

The most recent version of the Dutch Terms and Conditions of Freighting [*Bevrachtingsvoorwaarden*] filed with the Registrars of the District Courts of Rotterdam and Amsterdam applies to transport by inland waterway.

IV. Rail Transport

The Dutch Railways Act [*Spoorwegwet*] and the regulations based thereon, including the General Transport Regulations [*Algemeen Reglement Vervoer*], apply to domestic transport by rail.

The COTIF/CIM Treaty, as well as any amendments in so far these have entered into force in the Netherlands, apply to cross-border transport by rail.

V. Air Transport

The 1929 Warsaw Treaty and any amendments, in so far as these have entered into force in the Netherlands, apply to transport by air.

VI. Combined Transport

In relation to agreements for combined transport as referred to in Article 1 of these General Trading Conditions, the terms and conditions, laws, and treaties as described in this article apply to each element of that transport. In so far as no compulsory law applies (particularly in relation to loading and after unloading from any means of transport), Wagenborg shall not be liable for any harm to and/or loss of the goods transported or to be transported, except in the case of gross negligence or an intentional act or omission.

c. Towage activities

Towage activities are subject to the most recent version of the Netherlands Harbour Tugboat Conditions 2007 [*Nederlandse Havensleepcondities 2007*] filed with the Registrar of the District Court of Rotterdam.

d. Employment of pontoons

The employment of pontoons is subject to the most recent version of the Deck Barge Usage Conditions [*Dekschuiten Gebruiksvoorwaarden*] filed with the Registrar of the District Court of Rotterdam.

e. Hoisting and Assembly Activities

The most recent version of the General Terms and Conditions of the Vertical Transport Association [*Algemene Voorwaarden Vereniging Verticaal Transport*] filed with the Registrars of the District Courts of Amsterdam and Rotterdam applies to hoisting and assembly.

The most recent version of the Dutch Terms and Conditions for Use of Derricks [*Bokkengebruiksvoorwaarden*] filed with the Registrars of the District Courts of Rotterdam, Amsterdam, and Middelburg also applies if hoisting work is performed using one or more floating derricks.

The Rotterdam Terms and Conditions of Stevedoring [*Rotterdamse Stuwadoorscondities*] filed with the Registrar of the District Court of Rotterdam on 12 August 1976 apply if the hoisting or other activities include loading or unloading a means of transport, including stowage and monitoring activities.

f. Storage

The most recent version of the Amsterdam-Rotterdam Public Warehouse Terms and Conditions [*Veemcondities Amsterdam-Rotterdam*], filed with the Registrars of the District Courts of Amsterdam and Rotterdam applies to storage activities within the meaning of Article 1 of these General Trading Conditions.

The most recent version of the Dutch General Terms and Conditions of Custody of Removal Goods 2015 [*Algemene Voorwaarden Bewaarneming Verhuisgoederen 2015*] applies to the storage of removal goods/company inventory.

g. Storage depot usage

In so far as not validly provided otherwise in Article 3 of these Trading Conditions, the use of storage depots is subject to the provisions of Title 4, Part I of Book 7 of the Dutch Civil Code.

h. Company Removals

The most recent version of the Dutch General Terms and Conditions for Company Removals [*Algemene voorwaarden Bedrijfsverhuizing*] filed with the Registrar of the District Court of Amsterdam applies to company removals.

i. Total Project Management

The activities, terms and conditions, laws, and treaties referred to in this article apply to each specific element of the activities to be performed by Wagenborg arising from an agreement as referred to in Article 1j of these General Trading Conditions.

j. Shipbroker's work

Shipbroker's work within the meaning of Article 1 of these General Trading Conditions is subject to the most recent version of the General Terms and Conditions of Dutch Shipbrokers [*Algemene Nederlandse Cargadoors Voorwaarden*] filed with the Registrar of the District Court of Rotterdam and the Chamber of Commerce in Rotterdam.

k. Other Activities

Other actions and work performed by Wagenborg will also be subject to the terms and conditions customary for the relevant industry or the terms and conditions to which the parties have stipulated.

Article 5 CLIENT LIABILITY

The Client shall be liable to Wagenborg for any harm (e.g. to means of transport, hoisting equipment) resulting from the goods entrusted to Wagenborg, their nature, or their packaging. The Client shall also be liable to Wagenborg for any harm resulting from incorrect, imprecise, or late instructions, the failure to make goods available, or the failure to do so in good time, detention of means of transport (except for fault or negligence on the part of Wagenborg), and general negligence or fault on the part of the Client, his/its subordinates, and/or third parties he/it has engaged.

Article 6 VERSIONS

These Trading Conditions have been translated into English and German. In the event of disputes of any nature regarding the interpretation of these Trading Conditions, the Dutch version shall prevail. Any invalidity or voidability of a provision or partial provision of these Trading Conditions shall not affect the validity of the other provisions of these Trading Conditions.

Article 7 APPLICABLE LAW, COMPETENT COURT

Every agreement between the Client and Wagenborg is governed by the laws of the Netherlands.

Contrary to the provisions of the general terms and conditions referred to in Article 4 of these General Trading Conditions, any and all disputes between the Client and Wagenborg shall be adjudicated by the competent court in Groningen, the Netherlands.

GENERAL TERMS AND CONDITIONS OF PURCHASE

Article 1 SCOPE

1.1 These general terms and conditions of purchase apply to all requests, offers, or agreements pursuant to which Koninklijke Wagenborg, referred to hereinafter as “Wagenborg”, acts as the purchaser of goods and/or services, subject to the explicit rejection of the general terms and conditions of the other party, hereinafter referred to as “Contractor”.

1.2 Any deviations from these terms and conditions may only be agreed in writing.

Article 2 FORMATION OF A CONTRACT

2.1 The Contractor will provide a firm offer following a request from Wagenborg. Offers must be valid for at least three months.

2.2 If a written purchase order follows an offer from the Contractor or a verbal agreement, the contract will be formed at the moment at which the purchase order is sent by Wagenborg and in accordance with the text of the purchase order, unless the Contractor objects within ten days of the sending of the purchase order. In such case, the parties shall enter into further consultation.

2.3 If a written purchase order is sent without a prior offer, the contract will be formed either when Wagenborg has received the signed copy purchase order within ten days from having sent it, or if deliveries are made within that period, or if the performance of the contract is started within that period.

2.4 By accepting Wagenborg’s order – also orally – and by starting its performance, the Contractor acknowledges that these terms and conditions of purchase apply to the order.

2.5 In such cases, the procedure referred to in paragraphs 1 up to and including 3 of this article may also be performed by fax or e-mail messages or by other digital traffic, whereby the fax and e-mail messages and other digital traffic shall be considered equivalent to written documents.

2.6 If any specifications, instructions, inspection regulations, drawings, models, templates, etc. made available or approved by Wagenborg are used to implement the agreement, these shall constitute part of the agreement.

Article 3 PRICES

3.1 The agreed prices are total net final prices. They are fixed prices and are not subject to set-off, they are denominated in euros, excluding Dutch VAT, including packaging (if necessary), and they are based on the delivery mode “Delivered Duty Unpaid” (DDU) at the agreed place of delivery.

Article 4 DELIVERY TIME

4.1 The agreed delivery time is of crucial importance.

4.2 As soon as the Contractor knows or should know that he/it will fail to comply with the contract in time or correctly, he/it shall notify Wagenborg of this fact in writing within 24 hours, stating the reasons.

4.3 If Wagenborg requests the Contractor to postpone the delivery, the Contractor shall store, secure, and insure the goods, properly packaged and recognisably destined for Wagenborg, in which case Wagenborg shall agree a reasonable fee with the Contractor.

Article 5 DELIVERY OF GOODS

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

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

5.3 The Contractor is obliged to mitigate, to the extent possible, the consequences of any failure to perform his/its obligations. Any associated costs shall be borne by the Contractor.

5.4 Any failure on the Contractor's part to perform his/its obligations under the contract shall not prejudice Wagenborg's right in accordance with the provisions of Article 21.

5.5 If Wagenborg includes a penalty clause in a contract, this shall not prejudice Wagenborg's right to claim specific performance and/or damages pursuant to the relevant contract.

5.6 Inspection, testing, checking, and/or trial of goods in accordance with the provisions of Article 15 will constitute neither delivery nor acceptance.

5.7 Spare parts. After delivery of goods, the Contractor shall be obliged to have spare parts, components, special tools, and/or measuring equipment of the same quality in stock for a period of at least ten years.

Article 6 PROVISION OF DOCUMENTATION AND AUXILIARY MATERIALS

The Contractor is obliged to provide all corresponding auxiliary materials as referred to in Article 10 and all corresponding documentation, such as drawings, quality, inspection, warranty and classification certificates, service manuals, instruction manuals, and other manuals upon first request, but no later than the time at which the goods are delivered.

Article 7 PACKAGING

The goods shall be packaged properly, if necessary, and marked in accordance with Wagenborg's instructions, and reach their destination in good condition by normal transport. The Contractor will be liable for any harm or loss caused by insufficient packaging.

Where necessary, the packaging shall be provided with special handling instructions which must at least comply with the statutory requirements.

Wagenborg shall be entitled to return the packaging materials to the Contractor at any time.

The Contractor shall bear the risk and expense of returning the packaging materials to a destination indicated by the Contractor.

Article 8 PRESERVATION

During the period prior to the warranty period referred to in Article 16, the goods shall be preserved internally and externally in such a manner that they cannot be harmed or lost in any way that could negatively affect the life span of the goods.

Article 9 TITLE

Title to the goods will transfer from the Contractor to Wagenborg at the time of delivery.

Wagenborg is entitled to require that the title to the goods and/or materials and parts intended for the goods be transferred to it at an earlier time. In such case, the Contractor shall mark the goods and/or the materials and parts intended for the goods as the recognisable property of Wagenborg and shall indemnify Wagenborg against any loss, harm, or exercise of rights by third parties.

Article 10 AUXILIARY MATERIALS

Any materials, drawings, models, templates, charts, computer software, instructions, specifications, and other auxiliary materials made available by Wagenborg or purchased or produced by the Contractor at Wagenborg's expense will remain or become the property of Wagenborg at the time they are purchased or produced.

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/its expense against all risks as long as the Contractor acts as the holder of these auxiliary materials.

Auxiliary materials that the Contractor uses to perform the contract shall be submitted to Wagenborg for approval upon its first request.

Alterations to or deviations from the auxiliary materials made available or approved by Wagenborg will only be permitted following prior written approval from Wagenborg.

The Contractor shall not use the auxiliary materials, or cause them to be used, for or in connection with any purpose other than the supply to Wagenborg, unless Wagenborg has granted prior written consent to do so.

Article 11 APPROVAL, CONSENT

Approval or consent granted by Wagenborg to the Contractor in respect of any fact, or any inspection, test, or trial within the meaning of these terms and conditions will not discharge the Contractor from his/its obligations pursuant to the contract.

Article 12 MODIFICATIONS

12.1 Wagenborg is entitled to require modifications to the size and/or quantity of the goods to be delivered. Wagenborg is entitled to modify the materials, drawings, models, templates, charts, computer software, instructions, specifications, etc. in respect of the goods to be delivered.

12.2 If the Contractor believes that this will affect the agreed firm price and/or delivery time, he/it shall inform Wagenborg of this in writing as soon as possible before complying with the modification, but by no later than 8 days after the notification of the required modification. If Wagenborg believes that these consequences for the price and/or delivery time are unreasonable given the nature and the extent of the modification, Wagenborg will be entitled to terminate the contract by means of a written notification to the Contractor, unless this would be unreasonable given the circumstances. Termination on the grounds of this paragraph shall not entitle either party to claim damages in relation to any harm or loss.

12.3 The Contractor may not apply or implement any modifications without a written order or written consent from Wagenborg.

Article 13 PAYMENT

13.1 Payment shall be made within 60 days of receipt of the invoice, unless agreed otherwise in writing, provided that the delivery and all corresponding documentation, quality, warranty and classification certificates, service manuals, instruction manuals and other manuals referred to in Article 6 have been received and approved.

13.2 Wagenborg shall be entitled set the amounts it owes the Contractor off against the amounts the Contractor owes Wagenborg.

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

13.4 Wagenborg shall not obliged to pay invoices submitted after twelve months.

Article 14 QUALITY

14.1 The Contractor warrants:

that the goods and/or services supplied comply with the contract and that the goods supplied are free of any defects; that the goods described are complete and suitable for the purpose for which they are intended and that they are free of any design faults, construction or production faults and/or faulty materials; that the goods fully comply with the requirements contained in the information provided by Wagenborg, which requirements the Contractor will have undertaken by accepting the order; that the goods comply with all applicable statutory requirements and other government regulations, including requirements imposed by the European Union, and with the requirements of classification societies and/or other bodies, and

with the safety and quality standards used within the industry as applicable at the time of delivery.

14.2 The Contractor guarantees that the materials applied are new and unused, of a recent production date, and/or have been produced especially for the contract.

14.3 The Contractor is liable for the direct consequences of not complying with the obligations resulting from the warranty referred to in this article.

Article 15 INSPECTION, TESTING, CHECKING, AND TRIAL

15.1 Wagenborg shall always be entitled to be present during inspections, tests, checks, and trials.

15.2 The Contractor shall be responsible for the performance of inspections, tests, checks, and trials by the relevant classification society, including the delivery of the certificates or modular certificates required by such classification society.

15.3 Inspections, tests, checks, and trials by Wagenborg inspectors or by persons or bodies appointed by Wagenborg or its Contractor(s) to that effect may be performed prior, during, or after the delivery.

15.4 To this end, the Contractor shall grant access to the locations at which the goods are produced or stored, shall lend his/its co-operation to the required inspections, tests, checks, or trials, and shall provide the required documentation and information at his/its own expense.

15.5 The Contractor shall inform Wagenborg in good time (by no later than 10 working days in advance) of the time at which the inspections, tests, checks, and trials will be performed. Within 5 working days, Wagenborg shall inform the Contractor whether or not it will attend the inspections, tests, checks, or trials.

15.6 The costs of the inspections, tests, checks, and trials shall be borne by the Contractor.

15.7 If the goods are rejected in full or in part at inspections, tests, checks, or trials, either before, during or after the delivery, Wagenborg shall notify the Contractor of same in writing or cause such notification to be effected.

15.8 If the goods are rejected during or following the delivery, the risk associated with the rejected goods will shift to the Contractor with effect from the date of the notification referred to in the previous paragraph.

Article 16 WARRANTY FOR GOODS AND SERVICES SUPPLIED

16.1 The warranty period is 18 months following delivery, but at least 12 months following the official local date of transfer to the end-user of the object of which the goods and/or services supplied by the Contractor will form part.

16.2 If the Contractor redelivers or repairs goods and/or services or parts thereof to comply with his/its warranty obligations, a warranty period of another 12 months will apply to these goods or parts and/or services with effect from their renewed commissioning.

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

16.4 Wagenborg shall inform the Contractor as soon as possible of any defects in the goods and/or services supplied by the Contractor and shall afford the Contractor a reasonable opportunity for inspection. If, irrespective of the results of any inspection, test, check, and/or trial, the goods do not appear to comply with the provisions of Article 14 and Article 16, paragraphs 1, 2, and 3, the Contractor shall repair or replace the goods at his/its own expense on demand, at Wagenborg's discretion.

16.5 In urgent cases and also if, following consultation with the Contractor, it may be reasonably assumed that the Contractor cannot or will not ensure the repair or replacement either properly or in good time, Wagenborg shall be entitled to carry out the repair or replacement itself or cause this to be carried out by third parties at the Contractor's expense. None of this will affect the Contractor's obligations under the contract; Article 16, paragraphs 2, 3, and 6, will remain in full force. The Contractor will be entitled to inspect the relevant goods for a period of 60 days following such repair or replacement.

16.6 The Contractor shall bear all costs associated with meeting its warranty obligations as referred to in this article. This includes any additional costs Wagenborg incurs as a result of the Contractor failing to comply with its warranty obligations.

16.7 Wagenborg or its Client shall only return the goods and/or parts replaced at the Contractor's explicit request and at the Contractor's risk and expense. Wagenborg shall make every effort to comply with such a request.

16.8 The warranty obligation may be superseded by the terms and conditions of a manufacturer's warranty [*fabrieksgarantie-voorwaarden*] only if these are noted explicitly in the purchase order.

Article 17 CONFIDENTIALITY

17.1 The Contractor guarantees that it shall refrain from disclosing to third parties all business information and know-how, in the broadest sense of the terms, originating from Wagenborg that comes to or has been brought to his/its attention in any way.

17.2 Unless it has obtained Wagenborg's prior written consent, the Contractor is prohibited from publicising the performance of the contract in any way and from maintaining any direct or indirect contact with Wagenborg's client(s). Wagenborg may attach conditions to such consent.

17.3 The Contractor is prohibited from copying any documents pertaining to the contract, such as drawings, charts, and other business information, and from providing third parties with access to these, other than as necessary within the framework of performance of the contract and following prior written approval from Wagenborg.

17.4 The Contractor shall impose the obligations referred to in this article on those of his/its personnel who are involved in the performance of the contract.

17.5 Wagenborg shall be entitled to require those of the Contractor's personnel who are involved in the performance of the contract to sign non-disclosure agreements.

Article 18 INDUSTRIAL AND INTELLECTUAL PROPERTY

18.1 The Contractor guarantees that the use, including resale, of goods supplied by him/it or auxiliary materials purchased or produced by him/it for the benefit of Wagenborg do not infringe any patent rights, brand rights, model rights, copyrights, or any other third-party rights.

18.2 The Contractor shall indemnify Wagenborg against any claims resulting from any infringements of the rights referred to in the previous paragraph, and shall pay full damages to Wagenborg for any loss or harm resulting from any infringement.

Article 19 TRANSFER

19.1 The Contractor shall not transfer the rights and obligations resulting from the contract, either in full or in part, to third parties without prior written consent from Wagenborg.

19.2 The Contractor shall not outsource the performance of his/its obligations under the contract, either in full or in part, to third parties without prior written consent from Wagenborg.

19.3 Wagenborg shall be entitled to refuse such consent or to attach conditions thereto.

Article 20 STRICT LIABILITY, INSURANCE

20.1 The Contractor is liable for, and shall indemnify Wagenborg and any third parties against, any loss or harm caused by defects the Contractor's product or goods he/it has supplied, as a result of which such products or goods do not offer the safety one is entitled to expect.

20.2 The Contractor is liable for, and shall indemnify Wagenborg and any third parties against, any loss or harm caused by any actions or failings on the Contractor's part, on the part of his/its personnel, or those he/it has involved in the performance of the contract.

20.3 The Contractor shall indemnify Wagenborg against any third-party damages claims on the grounds of liability as referred to in the previous two paragraphs and, at Wagenborg's first request, the Contractor shall enter into a settlement with said third parties or shall defend the aforementioned claims at law, either instead of or jointly with Wagenborg, such at Wagenborg's discretion.

20.4 For the purposes of applying this article, Wagenborg's staff and employees shall be considered third parties.

20.5 The Contractor shall take out adequate insurance against the liability referred to in this article, excluding any recourse against Wagenborg and its Clients. If requested, the Contractor shall permit Wagenborg to inspect the policy.

Article 21 VICARIOUS LIABILITY

21.1. The Contractor must comply with its statutory obligations to remit social security contributions and wage tax to the extent these directly or indirectly relate to the work he/it has undertaken or with which he/it has been charged.

21.2. The Contractor must, at Wagenborg's request, submit statements evidencing his/its proper payment of social security contributions to the Dutch Employees' Insurance Agency (UWV) and his/its remittance of wage tax to the Dutch Tax and Customs Administration [*belastingdienst*].

21.3. The Contractor shall indemnify Wagenborg against all claims relating to the payment of social security contributions and the remittance of wage tax in relation to the Contractor himself/itself or any personnel he/it has engaged. Wagenborg shall be entitled to set any claims off against any amount it may owe the Contractor.

Article 22 TERMINATION

22.1 Wagenborg shall be entitled to terminate the contract early, in full or in part, at any time by means of a written notification to the Contractor, stating its reasons. Immediately upon receipt of the written notification, the Contractor will cease performance of the contract or the activities that no longer require performance. Wagenborg and the Contractor shall consult on the consequences of such a termination, premised on Wagenborg owing the Contractor reasonable compensation for the part of the contract that has already been performed.

22.2 If the Contractor fails to fulfil his/its obligations under the contract or other contracts ensuing therefrom, and in this case of his/its bankruptcy, suspension of payments, cessation of activities, liquidation, acquisition, or in the case of any other comparable situation of the Contractor's business, the Contractor shall be in default by operation of law [*van rechtswege*]. Wagenborg will then be entitled to terminate the contract unilaterally, in full or in part, without notice of default or judicial intervention being required, by means of a registered letter sent to the Contractor and/or to suspend payment obligations and/or to instruct third parties to perform the contract in full or in part, without Wagenborg being liable for any damages whatsoever and without prejudice to any rights accruing to Wagenborg, including the right to full damages and reimbursement of the purchase price.

22.3 Any claims Wagenborg may have against the Contractor in such cases shall become immediately due and payable in full.

Article 23 FORCE MAJEURE

23.1 A party will not be bound to perform its obligations under the contract if and in so far as it proves that:

- the impediment to performance may be attributed to one or more events outside the control of the party in question, and
- that said event was unforeseen and that the party in question was not reasonably required to take into account that such an event might occur and that it would prevent said party from performing its obligations, and
- that the party in question could not have avoided the consequences of the event, and
- that the party in question did not accept the consequences at its own risk and expense.

23.2 In the *force majeure* situation referred to in paragraph 1 of this article, the party that is prevented from performing its obligations under the contract shall notify the other party of same in writing within 24 hours.

Furthermore, that party must make every possible effort to overcome the impediment. Any loss or harm caused by the *force majeure* situation must be limited to the absolute minimum. Any failure in this regard will negate any *force majeure* defence.

23.3 In the case of *force majeure* on the part of the Contractor, the Contractor shall, at Wagenborg's first request, prove that the specified reason will actually lead to a non-attributable failure to perform. The Contractor shall issue an official statement to this effect, if necessary confirmed by the competent authorities.

23.4 Wagenborg will be entitled to subject the proof referred to in the previous paragraph to a counter-inquiry at the Contractor's expense.

23.5 To that end, the Contractor shall grant access to the locations at which the goods are produced or stored, provide the necessary documentation and information at his/its expense, and lend all co-operation to 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, excepting those obligations that can still be performed. In such a situation Wagenborg will only be bound to make payments for the contractual obligations that have been performed.

23.7 As soon as the *force majeure* situation has come to an end, or as much earlier as technically possible, the production schedule referred to in Article 4 of these terms and conditions shall be amended by means of a modification as referred to in Article 12 of these terms and conditions.

In principle, the agreed price shall not be changed, unless any of this would contravene the principles of reasonableness and fairness.

23.8 Wagenborg and the Contractor shall each bear their own harm, loss, and expenses if and in so far as these result from the *force majeure* situation.

23.9 If the *force majeure* situation will last for an unreasonably long period of time in view of Wagenborg's obligations to its Client, Wagenborg will be entitled to terminate the contract.

The costs shall be borne by the parties in accordance with the provisions in the previous paragraph of this article.

Article 24 MATERIALS SUITABLE FOR EXPORT

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

24.2 As soon as the Contractor concludes that the goods to be supplied, whether processed or otherwise, may not be exported to the final destination indicated by Wagenborg, the Contractor shall immediately notify Wagenborg of that fact in writing.

24.3 The Contractor will be liable for any harm or loss incurred by Wagenborg or any third parties caused by the failure to perform, or the insufficient or improper performance of, the obligation referred to in the previous paragraph.

24.4 The Contractor shall indemnify Wagenborg against third-party damages claims on the grounds of liability as referred to in paragraph 3 of this article and the Contractor shall, at Wagenborg's first request, enter into a settlement with those third parties, or defend the aforementioned claims at law, either instead of or jointly with Wagenborg, such at Wagenborg's discretion.

Article 25 VERSIONS

These Purchase Conditions have been translated into English and German. Should any dispute arise regarding the interpretation of these Purchase Conditions, the Dutch version shall prevail. The invalidity or voidability of a provision or part of a provision of these Purchase Conditions shall not affect the validity of the other provisions of these Purchase Conditions.

Article 26 APPLICABLE LAW, COMPETENT COURT

All contracts between the Contractor and Wagenborg are governed by the laws of the Netherlands.

Any disputes, including those that are considered such by only one of the parties, resulting from this contract between the Contractor and Wagenborg, or any contracts ensuing therefrom, shall be adjudicated by the competent Court in Groningen.