

Strohm General Terms & Conditions of Purchase

QD016 rev. 08, valid from 08-October-2020

1. Definitions

In these General Terms & Conditions of Purchase:

- a. "BUYER" shall mean Strohm B.V. or any of its affiliates or subsidiaries, whichever is the Buyer of the Goods under the Purchase Order or contract.
- b. "BUYER INFORMATION" shall mean data, designs, drawings, specifications, communications and other information (whether detailed or conceptual) and in whatever form, including software, and documents which are provided to Seller by Buyer or supplied, or produced or created by Seller for Buyer hereunder.
- c. "GOODS" shall mean the materials, products, equipment, supplies or services to be purchased or supplied as specified in the Purchase Order and any part or component thereof.
- d. "PURCHASE ORDER" shall mean the Purchase Order form together with any special conditions, and the attachments, exhibits and documents expressly referenced therein.
- e. "PURCHASE PRICE" shall mean the price stated in the Purchase Order which shall be issued in accordance to Incoterms 2010 otherwise expressly stated in the Purchase Order.
- f. "WORK" shall mean all work and services to be performed by Seller pursuant to the Purchase Order.
- g. "SELLER" shall mean the person, firm or company with whom the Purchase Order is placed.
- h. "FREE ISSUE MATERIALS" shall mean materials, which have been issued by the Buyer to be used by the Seller in direct relation to the Work described in the Purchase Order.
- i. "SELLER INFORMATION" shall mean data, designs, drawings, specifications, Certificates of Conformity, test reports, communications and other information (whether detailed or conceptual) and in whatever form which are provided to Buyer by Seller.
- j. "PARTY" shall mean BUYER or SELLER and "PARTIES" means collectively both of them.

- k. "SUPPLY" shall mean delivery of the Goods specified in the Purchase Order and relevant documents, to be carried out by the Seller in accordance with the Terms & Conditions under the Purchase Order.
- l. "AMENDMENT" shall mean a revised Purchase Order, issued by the Buyer, which implements changes to the provisions of the Purchase Order.
- m. "DELIVERY DATE(S)" shall mean the date(s) when the Goods must be delivered, all as indicated in the Purchase Order.
- n. "SITE" shall mean the location where services are requested by Buyer. Generally, this is the location where the Goods are used or stored. the location can be anywhere in the world, onshore and offshore. The site location will be advised by Buyer to Seller.
- o. "END-USER" shall mean the user of the Goods, in case this is not the Buyer himself, generally the client of Buyer.

2. Entire agreement & Controlling terms

- a. The Purchase Order constitutes the entire agreement between Buyer and Seller with respect to the Goods, superseding all proposals, quotations, negotiations and counter-proposals. The terms and conditions of the Purchase Order shall override any terms and conditions of sale of Seller including, but not limited to, those included by Seller in its acceptance of the Purchase Order or posted by Seller on its internet site.
- b. Any special conditions stated on the Purchase Order shall apply equally with these general terms and conditions except that, in the event of any conflict, the special conditions shall prevail. The Purchase Order becomes effective when (a) executed by both the Buyer and Seller or (b) when Seller commences performance or tenders the Goods after issuance of the Purchase Order to Seller by the Buyer. Buyer will have no obligation to make any payment to the Seller before and unless the Purchase Order becomes in full force and effect in accordance with this paragraph.
- c. Prices indicated in the Purchase Order or contract are fixed and apply for deliveries subject to the Purchase Order or contract. No adjustments to pricing shall

be made as a result of changes in the relative values of any currencies.

3. Conforming Goods & acceptance

- a. Seller is fully responsible for the implementation of the Purchase Order including, as applicable, for the design, fabrication, manufacture, production, and construction of the Goods, and for compliance with all terms, conditions, specifications, drawings, and other requirements of Buyer, in accordance with the laws and codes of any applicable jurisdiction. In its performance hereunder, Seller shall furnish at its sole cost and expense any and all necessary labour, machinery, equipment, tools, transportation, and whatever else is necessary in the performance of the Purchase Order.
- b. The Goods shall be supplied strictly in accordance with the specification and other requirements stipulated in the Purchase Order. No deviation or substitution, in whole or in part, there from is permitted without the prior written approval of Buyer. If the words "or equal" are used in the Purchase Order, proposed equals must be approved in writing in advance by Buyer. There will be no substitutes or shipment of more or less than the quantity specified without the prior written approval of Buyer. If Goods received do not conform to those ordered, or if more or less than the quantity ordered are shipped, Buyer may reject such shipment in whole or in part by giving notice thereof to Seller. Seller will remove any rejected Goods at Seller's expense within ten working days after notice. If Seller does not remove such rejected Goods within such time, then Buyer may return such rejected Goods to Seller at Seller's cost. If any Goods are rejected by Buyer, Seller will not ship any replacement Goods without the prior written approval and directions of Buyer.
- c. Seller shall use all reasonable endeavours to ascertain if there is any conflict between any requirement or provision of the Purchase Order or its attachments and any other requirement or provision contained therein. In the event of any such conflict, it is Seller's responsibility to provide Buyer written notice of such alleged conflict, for resolution by Buyer according at Buyer's sole discretion. If Seller proceeds with performance without notification to Buyer for

resolution of such conflict, then all costs and damage incurred in correcting Seller's erroneous interpretation will be for Seller's account.

4. Inspection

- a. Seller will have the obligation, at Seller's cost, to carry out all tests and inspections detailed in the Buyer information and elsewhere in the Purchase Order. If requested the Seller shall Supply to Buyer certified copies of all test records and inspection reports in order to confirm that the requirements of the Purchase Order are met.
- b. Buyer (and End-user) will have the right, but not an obligation to inspect and expedite the Goods in process of manufacture, in storage, in transit, and upon delivery to assure compliance herewith. Buyer will be supplied by Seller upon request or as needed with data, drawings, specifications, test results, quality documentation, schedules and other documents and information in accordance with the (documentation) requirements included in the Purchase Order.
- c. Upon delivery of the Goods or in any other location or time as may be specified in the Purchase Order, Buyer may conduct an inspection of the Goods for conformity to the specifications stipulated in the Purchase Order and may accept or reject the Goods, in whole or in part, provided that Buyer reserves all rights provided for herein to reject any Goods, in whole or in part, at a later time upon discovery of a latent defect not apparent by such normal visual inspection. Buyer undertakes to report any defects discovered within ten business days upon discovery.
- d. Buyer's or End-user's inspection, waiving of inspection, review, approval, or acceptance of the Goods or provision of any information, drawings or data hereunder will not relieve or discharge Seller either expressly or by implication of Seller's responsibilities and obligations under the Purchase Order.

5. Warranty

- a. Seller warrants to Buyer that the Goods provided under the Purchase Order, whether manufactured, fabricated, or otherwise produced or provided by Seller or others, will:
 1. strictly conform to the descriptions, data, drawings, plans, specifications, performance criteria, and sample if any, and other requirements referred to herein or provided by Buyer to Seller;
2. be of merchantable quality and fit for the purpose(s) intended;
3. conform with all applicable laws, ordinances, codes and regulations, and
4. be free from defects in materials, performance, operation, and workmanship for a period of 12 months after being placed in service by Buyer or a subsequent purchaser or 24 months from date of acceptance by Buyer, whichever period expires earlier.
- b. All Work shall be performed in a skilled manner and shall be of first-class quality and workmanship in every respect. If required by Buyer, Seller will Supply satisfactory evidence of the origin, composition, manufacture, kind and quality of the Goods and of any packaging materials supplied with the Goods.
- c. If, within the specified warranty period, Buyer or subsequent purchaser discovers any defect, error, non-compliance, nonconformity, omission, operational or performance deficiency or breach of any warranty as to the Goods, Seller will promptly repair, re-perform, or replace without cost the Goods in question (including removal, reinstallation, access, shipping, and labour costs). If Seller fails after reasonable notice to proceed promptly with and complete the repair, re-performance, or replacement of the defective Goods, Buyer or End-user may repair, re-perform, or replace the Goods and charge all related costs (including labour and access costs) to Seller without voiding the warranties herein, and without Buyer or subsequent purchaser waiving any other rights or remedies it may have under the Purchase Order or by law.
- d. Such repair, re-performance, or replacement will be warranted for a period of 12 months from its acceptance by Buyer or End-user. If Buyer determines, for any reason, that the remedies provided for herein are not adequate or feasible, Buyer may elect to have such Goods removed at Seller's expense and any portion of the Purchase Price paid refunded in full. The rights and remedies set out in this paragraph are in addition to any other rights or remedies provided in law, or under the Purchase Order.
- e. It is agreed that all warranties to Buyer hereunder shall, where applicable, be extended to the End-user of such Goods.
- f. Acceptance of Goods by Buyer shall not constitute a waiver of any of the

warranties hereunder. Neither shall payment for such Goods constitute a waiver of any of the conditions contained in the Purchase Order.

6. Delivery

- a. Seller acknowledges that the date(s) of delivery specified in the Purchase Order are critical and time is of the essence of the Purchase Order for the avoidance of substantial loss to Buyer or any subsequent purchaser. If Seller fails to meet the delivery dates without Buyer's written consent, it will be in default immediately unless expressly stated to the contrary in the Purchase Order. Furthermore, if Seller does not comply with Buyer's delivery schedule, Buyer may require delivery by fastest method at Seller's cost. The fastest method is the sole option of Buyer. In this context, Seller hereby acknowledges that the goods and/or services it provides hereunder may be linked to or be part of a back-to-back supply obligation of Buyer with its client(s). Such notification does not release the Seller from its obligations with respect to the agreed delivery time nor from its liability in that respect. Buyer, at its option, may require or approve in writing a new shipping or delivery date, or progress requirements, in response to Seller's notice.
- b. If Seller fails to meet the shipping or delivery date or progress requirements established in the Purchase Order without Buyer's written approval, Buyer may in such case, without penalty, cancellation or other fee, and without prejudice to any other rights which it may have, cancel all or any part of the Purchase Order and make such other arrangements as Buyer may consider necessary or desirable under the circumstances. Buyer is, in case the order is not cancelled entitled to charge a penalty of 2% of the contract value per week with a maximum of 20%.
- c. Buyer may at its sole discretion decide to delay the delivery schedule of the Goods by written notice at least ten days before the originally scheduled Delivery Date. Seller will not be entitled to claim costs or damages related to such a delay.
- d. Unless parties explicitly agree otherwise, deliveries subject to the Purchase Order will be made based on the most recent Incoterms, DDP (Delivery Duty Paid), at the location indicated in the Purchase Order or later agreed upon between parties.

- e. Seller will package the Goods in the most economical, safe and careful manner possible in such a way that this shipment is manageable during loading, transport and unloading. Seller will ensure that the Goods reach the destination in good condition. The packaging, the transport, the storage and the processing of the Goods must be in accordance with the applicable laws and regulations. Packaging wood (if used) must comply with EN regulations regarding safe wood Directive 2004/102/EC, and marked according to ISPM15.

- f. Seller shall mark the shipment with Buyer's Purchase Order number, the number of packages and the correct name of the contact person within Buyer's organisation and full delivery address. A packing list indicating the contents of the shipment shall be attached to the exterior of the packages. Buyer shall be entitled to reject any Goods that do not meet these requirements.

7. Title & Risk

- a. The Goods must be delivered by Seller according to the conditions mentioned in the Purchase Order. Unless otherwise specified in the Purchase Order, title to the Goods will vest in Buyer immediately upon delivery of the Goods by Seller or upon identification of the Goods to the Purchase Order or upon payment of the first invoice related to the Goods, whichever is earlier. Seller warrants free and clear title to the Goods, free and clear from rights of third parties including, but not limited to, any and all liens, restrictions, reservations, security interests and encumbrances.
- b. Seller is responsible for properly and carefully packing and shipping the Goods to delivery address, at its expense unless otherwise specified in the Purchase Order, and will comply with any documentary requirements or instructions of Buyer in the shipment process. Irrespective of vesting of title and any other provision herein to the contrary, Seller will bear the risk of loss and damage, and will insure or self-insure for the benefit of Seller and Buyer the Goods until the same are delivered in good condition in accordance with the provisions of the Purchase Order.
- c. Where Buyer provides free issue materials to Seller for incorporation into or use with the Goods, such free issue materials shall remain the property of Buyer at all times. Risk of loss or damage to such free issue materials shall vest in Seller from the time of delivery of such

free issue materials to Seller until re-delivery to Buyer or acceptance of the Goods by Buyer, whichever is later. Seller shall give Buyer an account of the use of all free issue materials and any materials unaccounted for, lost or damaged shall be replaced by Seller.

- d. Free issue materials will upon first request be handed back to Buyer regardless of any disputes on whichever topic between parties. These free issue materials will never be made subject to retention and or lien.

8. Buyer information

- a. The Buyer Information is set out in the Purchase Order. If Seller finds any anomalies in the Buyer Information affecting the operational efficiency of the Goods, or part thereof, Seller shall so notify Buyer forthwith proposing the modifications, alterations or changes to be made. In compliance with clause 12 "Changes in the Goods", Seller may not implement the aforesaid modifications, alterations or changes without Buyer's written approval.

9. Approval of Seller documents

- a. Seller Information specifically generated for the Purchase Order shall be sent to Buyer for approval, review or information as stated in the Purchase Order. The times for forwarding to, and approving by Buyer of Seller Information are set out in the Purchase Order documents, whereas the procedures for presenting the said Seller information to Buyer may be set out in the quality requirements of the Purchase Order documents. All Seller information shall be signed by the Seller or otherwise marked as approved and released. Examination of Seller information to check that they conform to the Purchase Order documents specifications, and the subsequent approval of the said Seller information, by Buyer shall neither relieve Seller from his responsibility for the proper Supply of the Goods hereunder nor for any defects or failures due to errors in design.
- b. Seller Information shall become effective when approved by Buyer in writing. If in Buyer's opinion Seller's drawings, calculations and reports are insufficient or inadequate, Buyer shall have the right to direct Seller to revise said Seller Information, in whole or in part. Seller shall not be entitled to any additional payment or extension(s) of time, unless any change demanded by Buyer constitutes a revision pursuant to paragraph "changes in the Goods". Seller shall revise the Seller Information and return them duly revised to Buyer within the number of calendar days set out in

the Purchase Order documents commencing from the day they were sent to Seller for revision. Any delay in returning such revised Seller Information to Buyer, shall not entail extension of the delivery date(s). If any delay exceeds the period of four calendar weeks, this shall constitute a breach of Purchase Order and the Buyer shall have the right to terminate the Purchase Order. For the purpose of calculating any period(s) of delay, the postmark or the date(s) of any communications exchanged between the parties shall be considered as the delivery date.

- c. Seller shall not be deemed to have fully performed the Supply under the Purchase Order until all approved Seller Information required by the Buyer have passed into the physical possession of Buyer.

10. On-site Technical Assistance

- a. Seller commits himself to assign only such qualified, skilled, healthy and English speaking personnel, having full knowledge and necessary experience to perform the required on-site technical assistance on the designated site. The personnel shall be familiar with the Goods and capable of operating and repairing them.
- b. Assigned Seller personnel shall, where applicable, be available at any time. In addition, Seller shall arrange alternative back-up personnel for mobilization in order to cover any unexpected event, so as to allow offshore activities to be performed continuously. In case required by Buyer, Seller shall provide Buyer the documentation necessary for the visa application. This documentation includes, but is not limited to, general name and address information, passport copies, curriculum vitae, medical fitness certificate duplicate.
- c. The assistance shall cover both warranty situations as well as out-of-warranty situations, such as commissioning, supervision during operating the Goods and repair.
- d. Seller commits himself to respect the health, safety and environment protection regulations in force on site. Seller shall remain fully responsible for the health and safety of its personnel, and their concern for the environment during the performance of Work.

- e. In general, Seller and its personnel including his representatives and subcontractors, shall comply with the, laws, rules, regulations and requirements that are effective at the site. All personnel shall have basic knowledge about first aid and fire fighting through attending appropriate training courses on these topics. All personnel that will go offshore shall have a valid offshore survival certificate and associated medical certificate. The survival certificate shall be in compliance with IMO-STCW for marine crew and OPITO-BOSIET (basic offshore safety induction & emergency training) for technical personnel. All personnel shall be confirmed medically fit for their specific duties by a qualified doctor. Seller shall Supply a medical fitness certificate duplicate for each personnel going on site, confirming that the person underwent an appropriate medical fitness examination in the last 12 months. For personnel above forty years of age, the medical fitness certificate shall confirm that the personnel has undergone cardiac tests.
- f. Seller's personnel shall work according to the site standard practices and requirements. Seller's personnel at site shall report to Buyer's or End-user's representative at site and shall be qualified and authorized to independently take all actions and make all decisions as may be required during the performance of Work.
- g. Seller's personnel on site shall inform Buyer, on a daily basis of the progress. Buyer shall have the right to review at any time the logs or daily reports and add to these whatever objections and/or comments he considers convenient. Buyer may transfer this right to End-user. Timesheets shall be approved by Buyer and daily service reports for all Seller's personnel shall be submitted with the invoice, if applicable. Invoices, or part of invoices that are not supported by this documentation shall not be payable by Buyer.
- h. Seller shall carry out at its own cost and expense any and all additional services required as result of any faulty performance during the Work.

11. Compliance with Laws

- a. In its performance under the Purchase Order, Seller agrees to strictly comply with all applicable laws, treaties, ordinances, codes and regulations, and specifically with, but not limited to, any import and export, and health, safety and environmental laws, treaties ordinances, codes and regulations of any

applicable jurisdiction including the laws of the country of destination of the Goods. Upon Buyer or any owner's written request, Seller will provide any certification of compliance required by any national, federal, regional, state, or local law, ordinance, code, or regulation.

- b. Seller shall release, defend, indemnify and hold harmless Buyer and its affiliates, and their respective directors, officers, and employees, from and against any loss, costs (including legal cost, incurred out or in court, the latter in as far such court cost exceed any amount awarded by the relevant court), civil or other fines and penalties, damage or liability, arising from or alleged to arise from any violation, alleged violation, or failure to comply with, the terms of this paragraph by Seller or any person for whom Seller may be responsible.
- c. Notwithstanding any other provision in the Purchase Order to the contrary, nothing contained herein will obligate Buyer or Seller to engage in any action or omission to act which would be prohibited by or penalized under the laws or regulations of The Netherlands.

12. Changes in the Goods

- a. Seller will make no unilateral change, substitution, or revision without Buyer's prior written consent. Such consent will not release the Seller from its obligations with respect to the Goods. Buyer has the right to make changes in the character or quantity of the Goods, or in the manner or time of performance of the Purchase Order.
- b. Changes will be in writing and signed by a duly authorized representative of Buyer. If Seller is unable to comply, Seller will notify Buyer in writing, within five days of receipt, otherwise such change will be deemed accepted. An equitable adjustment in the price and time of performance will be made by the parties in writing if any change results in a demonstrated decrease or increase in Seller's cost or time of performance, however, no claim by Seller for an adjustment in the price or in the time of performance resulting from any change required by Buyer will be considered unless presented to Buyer in writing within ten 10 days after Seller receives the notice of change from Buyer.

13. Suspension of Supply

- a. Buyer in its absolute and sole discretion may suspend further manufacture and Supply of the Goods by the Seller for any reason, at any time and from time to time, by giving written notice (notice of suspension) thereof to the Seller. The

notice of suspension shall specify the date of suspension and the estimated duration of the suspension.

- b. Upon receiving such notice of suspension, Seller shall immediately suspend further manufacture and Supply of the Goods to the extent specified and during the period of such suspension shall properly care for and protect all Goods, work in progress and materials, supplies and equipment the Seller has in its possession for the manufacture and Supply of the Goods.
- c. Buyer may at any time withdraw the suspension of the manufacture and Supply of the Goods as well as to all or part of the suspended manufacture and Supply of the Goods by written notice to Seller specifying the new conditions of the Supply and scope of withdrawal, and the Seller shall resume diligent execution of the manufacture and Supply of the Goods, for which the suspension is withdrawn, on the specified effective date of withdrawal.
- d. Should Seller believe that any such suspension or withdrawal of suspension justifies modification of the Purchase Price and/or Delivery Date(s) the Seller shall comply with the provisions of the procedure set forth in paragraph 12 (a), Changes in the Goods, of these terms and conditions. The Seller's final claim for modification of the Purchase Price shall be substantiated with invoices, payroll documents and other documents deemed relevant. Seller shall take all reasonable measures to reduce or control the costs during the suspension period.
- e. Upon Buyer's verification and approval of such invoices, payroll documents and other documents, the Seller and the Buyer shall agree upon the revision of the Purchase Price upon such verification, including reasonable profit based on the Goods supplied under the Purchase Order, as full settlement to the Seller for the suspension or withdrawal of suspension. In no event shall Seller be entitled to be paid by Buyer for any prospective profits or any damages of such suspension or withdrawal of suspension.
- f. Should the duration of such suspensions exceed more than 90 consecutive calendar days each, or aggregate more than 120 calendar days, the parties shall agree on further actions to be taken in terms of suspension or termination.

14. Termination without Cause

- a. Unless otherwise provided in the Purchase Order, Buyer has the right at any time to terminate all or any part of the Purchase Order by written notice. No termination payment will be owed by Buyer to Seller unless mutually agreed upon in writing or specified in the Purchase Order, and any such payment will be based on that portion of the Purchase Order price as the work satisfactorily performed to the date of the termination bears to the entire work contracted for, less any money paid to Seller. Seller will not be entitled to losses and damages (whether such losses were foreseen, foreseeable, known or otherwise) including, but not limited to lost profit, lost revenue, lost business opportunity, or any incidental, indirect, economic, consequential or other damages because of termination. At the time of such termination by Buyer, Seller will immediately discontinue all Work on the Purchase Order. Pending Buyer's instructions, Seller will preserve and protect the Goods on hand, work in progress, supplier data, and completed work, both in its own and in its subcontractors facilities.
- b. If the Goods have been paid for in whole or in part, Buyer has the immediate right to enter Seller's premises to take possession and remove the Goods and all drawings, records, materials and equipment to be incorporated into the Goods, from Seller's premises.

15. Termination with Cause

- a. In the event of Seller's (a) actual or anticipated breach of or default under any provision of the Purchase Order, or (b) any material change in its ownership or organization or any other operational change adversely affecting, or which may adversely affect in Buyer's opinion, Seller's performance hereunder, or (c) bankruptcy, reorganization, receivership, insolvency, or making an assignment for the benefit of creditors, or (d) evidencing financial or organizational instability, Buyer has the right, in addition to any rights or remedies it may have in law, or under the Purchase Order, to immediately terminate the Purchase Order, in whole or in part, for cause, by written notice to Seller.
- b. Seller will not be entitled to losses and damages including, but not limited to, lost profit, lost revenue, lost business opportunity, or any incidental, indirect, economic, and consequential or other damages because of termination, nor will Buyer be liable to pay any costs of termination. In such event, Buyer may immediately take possession of all or any

portion of the items identified in the Purchase Order, subject only to an obligation to equitably compensate Seller for same.

- c. Upon termination by Buyer as a result of Seller's default hereunder, Seller will be liable to and will immediately reimburse Buyer for all costs of any nature and damage, which may be incurred by Buyer, and any party with whom Buyer has contracted to sell or Supply the Goods to effect completion of performance of the Purchase Order.

16. Invoicing & Payment

- a. Buyer shall pay Seller for Goods in accordance with the provisions set out in the of Purchase Order. Payment terms are 60 days after Invoice Date, which must not be earlier than Delivery Date. If Buyer fails to timely fulfil its payment obligation, Buyer must be given notice of default and granted a reasonable term of at least 14 days by the Seller to fulfil its payment obligation before it will actually be in default.
- b. However, notwithstanding, such payment terms, Buyer's obligation to pay the Purchase Price is conditional upon:
 1. receipt of completed, non-defective conforming Goods;
 2. receipt and acceptance by Buyer of Seller's accurate and properly completed invoice with reference to Purchase order and line item, accompanied by satisfactory supporting documentation; and
 3. compliance by Seller with all terms and conditions of the Purchase Order. Buyer will have the right to withhold payment on the disputed portion of any invoice or statement presented by Seller for reasonable verification thereof.
- c. Any sums due Seller hereunder may be applied by Buyer as a set-off against any sums owed by Seller to Buyer or against any claims of third parties against Buyer arising from Seller's performance, whether under this or any other Purchase Order or contract.

17. Safety, Health & Environment

- a. Seller shall at all times perform, and ensure that its employees, subcontractors and agents perform the Purchase Order in a safe, secure and environmentally aware manner. Seller shall observe and comply, and ensure its employees, subcontractors and agents observe and comply with all the applicable legislation. Furthermore, the

Seller shall observe and comply, and ensure its employees, subcontractors and agents observe and comply with the Buyer's global standards and procedures and local policies. Copies of relevant documentation can be obtained from the Buyer at the address specified in the Purchase Order.

- b. Seller shall ensure that its employees, subcontractors and agents are provided with all necessary personal protective equipment in relation to the Work. Seller shall conduct all necessary risk analyses in relation to the performance of Work.
- c. Seller shall ensure that its employees, subcontractors and agents have and will maintain all safety, medical and training certificates required for performance of the Purchase Order or by law or any regulation applying to any worksite used in the performance of the Purchase Order or by the Buyer's global safety standards.
- d. Seller shall ensure its employees, subcontractors and agents report all incident events regardless of severity to the Buyer in relation to the Work. This must not be limited to injuries and must include environmental and near miss information.
- e. To the extent that the Goods contain toxic, corrosive or hazardous materials, the Seller shall ensure that a notice to that effect accompanies each consignment, together with appropriate care and handling instructions. Such notice shall comply with regulations in all applicable locations, including but not limited to REACH (regulation (EC) no 1907/2006).
- f. Seller shall ensure that Goods are properly packed, secured and labelled in accordance with accepted industry practice, regulatory requirements and to meet Buyer's requirements as specified in the Purchase Order.

18. Indemnity

- a. Seller shall release, defend, indemnify and hold harmless Buyer and any subsequent purchaser and their affiliates, and their respective directors, officers, and employees from and against:

1. any costs (including legal cost, incurred out or in court, the latter in as far such court cost exceed any amount awarded by the relevant court), fines, penalties, damages, and liabilities, arising from for death or injury to employees of Seller, its subcontractors and vendors and their affiliates and their respective directors, officers and employees or loss of or damage to the property of Seller, its subcontractors and vendors and its and their affiliates and their respective directors, officers and employees regardless of cause including the negligence or breach of duty, statutory or otherwise, of Buyer; and,
2. any costs (including legal cost, incurred out or in court, the latter in as far such court cost exceed any amount awarded by the relevant court), fines, penalties, damages, and liabilities, arising from, alleged to arise from, or in any way associated with any defect in the Goods furnished hereunder or the performance of the Purchase Order regardless of cause including the negligence or breach of duty, statutory or otherwise, of Buyer.

- b. Notwithstanding the foregoing, nothing in this paragraph 18 shall exclude or limit Buyer's liability for gross negligence or wilful misconduct on the part of Buyer or its Executive Management.

- c. "Gross Negligence" shall mean any act or failure to act (whether sole, joint or concurrent) which seriously and substantially deviates from a diligent course of action or which is in reckless disregard of or wanton indifference of a risk known, or so obvious that it should have been known, and so great as to cause harm to people, property or the environment; unless "Gross Negligence" has a different meaning ascribed to it under the governing law of the Purchase Contract provided such meaning is established by statute, regulation, or other written law or by judicial precedent and is in clear, unambiguous terms and closed to conflicting judicial interpretation, and in which case "Gross Negligence" shall have the ascribed meaning.

- d. "Wilful Misconduct" shall mean a deliberate act or omission, the consequences of which were foreseen or foreseeable and intended to cause harm to people, property or the environment; unless "Wilful Misconduct" has a different meaning ascribed to it under the governing law of the Purchase Contract provided such meaning is established by statute, regulation, or other written law or by judicial precedent and is in clear, unambiguous terms and closed to conflicting judicial interpretation, and in which case "Wilful Misconduct" shall have the ascribed meaning.

- e. Also excluded from limitation in liability are the following chapters:
 - o Compliance with Laws (11)
 - o Safety, Health & Environment (17)
 - o Indemnity (18)
 - o Insurance (20)
 - o Taxes (21)
 - o Intellectual property (22)
 - o Confidentiality (23)
 - o Import & Export
 - o Compliance (25)
 - o Law & Jurisdiction (26)
 - o Liens (27)
 - o Audit & access to premises (28)

19. Force Majeure

- a. A party is not liable for failure to perform the party's obligations if such failure is as a result of "Force Majeure". Force Majeure means any act, event, cause or occurrence which is not within the reasonable control of either party and which renders a party unable to perform its obligations. If a party is unable to perform its obligations as a result of "Force Majeure", performance of such obligations shall be excused during the period of "Force Majeure". Such party shall immediately notify the other party of the date of inception of the "Force Majeure" condition and the extent to which it will affect performance.
- b. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this paragraph.

20. Insurance

- a. Seller shall maintain insurance with coverage's and amounts required by applicable law. In addition, Seller shall carry and maintain in force at all time

during the term of this purchase order/contract insurance policies which provide coverage consistent with Seller's obligations under this purchase order/contract.

- b. Where applicable law or the Purchase Order requires insurance to be maintained, Seller agrees not to cancel or amend any of the insurance coverage's maintained hereunder before the applicable expiration date thereof without 30 days prior written notice to Buyer. At the Buyer's request, Seller will provide a copy of the insurance policies and evidence that the insurance policy/policies premiums have been paid.
- c. Seller agrees to name Buyer on request as an additional assured on all of the relevant policies of insurance maintained hereunder and agrees to obtain from its insurers waivers of subrogation in favour of Buyer on such policies with respect to the liabilities assumed by Seller in the Purchase Order.

21. Taxes

- a. Unless otherwise provided for in the Purchase Order, Seller is responsible for payment of, and the compensation set forth herein includes, all sales, use, excise, revenue, capital and other taxes, duties, fees or other assessments of whatever nature imposed on Seller by governing authorities or any jurisdiction applicable in connection with performance of the Purchase Order. Seller accepts sole responsibility and liability for the payment of any and all contributions or taxes for unemployment insurance, social security payments, or other assessments for those persons performing work for Seller hereunder. If it is ever determined that any tax included in the price paid by Buyer was not required to be paid, Seller agrees to refund promptly such amount to Buyer.
- b. Seller will release, defend, indemnify, and hold Buyer and any owner harmless from and against any fines, penalties, costs (including legal cost, incurred out or in court, the latter in as far such cost exceed any amount awarded by the relevant court), losses, damages or liabilities, arising from, alleged to arise from, or in any way associated with Seller's failure to comply with the requirements of this paragraph.

- c. At its sole discretion, Buyer may withhold from payments to be made to Seller amounts legally required to be withheld from such payments and remitted to the taxing authority of any jurisdiction relevant to the transaction. In the event that Buyer withholds taxes from any payment due to Seller then, on Seller's written request, Buyer shall, within sixty (60) days of such request, provide to Seller copies of such evidence of withholding as is available to Buyer.

22. Intellectual Property

- a. All Buyer Information provided by Buyer to Seller and the intellectual property rights therein shall remain the property of Buyer and shall not be used, reproduced or adapted or divulged to any person except to employees of Seller or Seller's authorized subcontractors for the purpose of carrying out the Purchase Order. All Buyer Information created by or under the Purchase Order is the sole property of Buyer with title to such vesting upon identification to the Purchase Order. Seller will turn over all Buyer information to Buyer, including copies thereof, at the expiration date of the warranty period, or earlier as may be requested in writing by Buyer. Seller agrees to execute any documents requested by Buyer to confirm Buyer's legal title to all such rights. Goods manufactured in accordance with the drawings furnished by Buyer shall be considered Buyer's design and as such, Seller shall not furnish to anyone else identical or similar Goods or parts thereof without Buyer's written permission.
- b. Seller warrants that the design, fabrication, manufacture, production, sale, distribution and intended use of the Goods do not infringe directly or indirectly, in whole or in part, any patent, copyright, trade secret, trademark, trade name, or other intellectual property right, and Seller agrees to release, defend, indemnify and hold Buyer and any subsequent purchaser, their affiliates, and their respective directors, officers, employees, contractors, agents, suppliers, users, successors, and assigns, harmless from and against any and all costs (including legal cost, incurred out or in court, the latter in as far such court cost exceed any amount awarded by the relevant court), expenses, fines, penalties, losses, damages, and liabilities arising out of any alleged or actual patent, copyright, trade secret, trademark, trade name, or other intellectual property right infringement or other claim, demand or action arising from or related to the design,

fabrication, manufacture, production, sale, distribution or use of the Goods.

23. Confidentiality

- a. All Buyer Information is proprietary and confidential to Buyer and will be used solely by Seller for purposes of the Purchase Order. All such Buyer Information will be treated and protected by Seller as strictly confidential, and will not be disclosed to any third party without the prior written consent of Buyer, and may be disclosed within Seller's organization only on a need-to know basis. Buyer may require Seller's employees, contractors, suppliers and other Seller personnel involved in the performance of the Purchase Order to execute an individual confidentiality agreement prior to any disclosure. Seller will not publicise or disclose the existence, content, or scope of the Purchase Order or make any reference to Buyer to any third party by any means without obtaining the prior written consent of Buyer and any owner.
- b. If the provisions of this paragraph are breached, Seller will forfeit a penalty payable of 5000 Euro for each breach and per day that the breach continues, without prejudice to Buyer's rights to claim damages for any loss in excess of the abovementioned penalty.

24. Assignment & Subcontracting

- a. Seller shall not sell, assign, subcontract or transfer the Purchase Order, or any part hereof, or any money due hereunder, without the prior written consent of Buyer. Such consent shall not relieve Seller of any of its obligations under the Purchase Order.
- b. Buyer reserves the right to assign all rights and obligations under the Purchase Order, in whole or in part, to any party without written consent of Seller. Buyer reserves the right to approve or disapprove all subcontractors, vendors, or suppliers proposed by Seller to be involved in Seller's implementation of or performance under the Purchase Order. Upon request by Buyer, Seller shall provide all information requested by Buyer in relation to any such proposed subcontractor, vendor or supplier. Any approval by Buyer will not constitute a waiver of any term or condition hereunder or at law, nor relieve Seller of any obligation herein. Seller will incorporate these terms and conditions into any Purchase Order or other contract issued to any subcontractor, supplier or vendor for any work to be provided under the Purchase Order.

- c. Seller will give Buyer prompt written notice of any material change in its ownership or organization or any other operational change, which may affect its performance under the Purchase Order, including in the manufacture or production of the Goods.

25. Import & Export Compliance

- a. Seller agrees that, in its performance of the Work, it is solely responsible for required compliance with the applicable import and export laws and regulations of the European Community, the United States of America and the laws and regulations of The Netherlands, and those of any other jurisdiction or country as may be applicable.
- b. If any import or export control or compliance form is attached to the Purchase Order, including Buyer's request for export control information, Seller will thoroughly and accurately complete such form and return it within 10 days to Buyer. Seller understands and acknowledges that Seller will be fully responsible for the accuracy and completeness of import and export documentation prepared or executed by Seller, including that required for the import of any materials used in the production or manufacture of the Goods and of any documents prepared by Seller's employees, contractors, agents and brokers.

26. Law & Jurisdiction

- a. The Purchase Order shall be construed in accordance with and governed by the laws of The Netherlands, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).
- b. Any third party to whom a right is granted pursuant to the Purchase Order shall not become a party to the Purchase Order. The rights and remedies of Buyer set forth herein are in addition to any other rights or remedies of Buyer under contract or at law.
- c. All disputes arising in connection with an agreement to which these Terms & Conditions apply in whole or in part, or in connection with later agreements ensuing from such an agreement, shall be settled exclusively by the competent court in The Hague, the Netherlands, unless Buyer opts to apply to the court designated by law.

27. Liens

- a. Seller agrees to keep its premises and other property of Buyer and any subsequent purchaser free and clear from any and all claims, liens and encumbrances. To the maximum extent allowed by law, Seller agrees to release, defend, indemnify, and hold harmless Buyer and subsequent purchaser and their affiliates from and against any and all such liens, right to retain possession or other similar rights arising from, alleged to arise from, or in any way associated with Seller's performance or non-performance under the Purchase Order. Seller waives all such rights against the premises, facilities, equipment and other property of Buyer and any subsequent purchaser.

28. Audit & access to premises

- a. Seller will ensure Buyer or a subsequent purchaser, quality assurance officer or End-user's quality representative (including QCAR) access to the premises of Seller, subcontractors, vendors, suppliers and agents associated with the Purchase Order for the purpose of auditing the production and the (quality) management system.
- b. For a minimum period of 5 years after final payment has been made to Seller under the Purchase Order, Seller shall maintain all records and accounts pertaining to the Purchase Order. During the period of the Purchase Order and for a minimum period of 5 years after final payment has been made to Seller, at all reasonable times, Buyer or his authorized representative and Buyers customer shall have the right to examine

and audit, copy and inspect all Seller's records and accounts pertaining to performance under the Purchase Order. However, if any such records are or may be required to resolve any claim and arbitration pursuant to this Purchase Order/contract, the period of retention and the rights of access and examination described in this Paragraph shall continue until final disposition of such claim or arbitration. Buyer's right to audit shall extend to Seller's subcontractors, suppliers and vendors.

29. Independent Contractor

- a. In the performance of any work by Seller for Buyer, Seller shall be deemed an independent contractor with the authority and right to direct and control all of the details of its work, Buyer being interested only in the result obtained. However, all work contemplated shall be subject to the general right or authority of Buyer to supervise or give instructions to the employees, agents or representatives of Seller, but such employees, agents or representatives at all times shall be under the direct and sole supervision and control of Seller.
- b. It is the understanding and intention of the parties hereto that no relationship of master and servant, or borrowed servant, or principal and agent shall exist between Buyer and the employees, agents or representatives of Seller.

30. Waiver & Enforcement

- a. None of the terms and conditions of the Purchase Order shall be considered to be waived by Buyer unless a waiver is given in writing by Buyer to Seller. No failure

on the part of Buyer to enforce any of the terms and conditions of the Purchase Order shall constitute a waiver of such terms and conditions.

- b. If any provision of the Purchase Order shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, it shall be treated as severable from the other provisions. The invalidity or unenforceability of such provision shall not affect the other provisions of the Purchase Order and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision, which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

31. Dispute Resolution

- a. If either party is dissatisfied with the performance of the other in relation to the Goods or the Purchase Order, the parties shall meet as soon as possible in good faith to try to resolve the matter in an amicable way.
- b. In the absence of any agreement being reached on a particular dispute, such dispute shall be subject to the exclusive jurisdiction of the competent court in The Hague, The Netherlands, without prejudice to the Buyer's right to bring suit before any other competent court.

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