

General Purchasing Conditions

- 1. Definitions**

In these General Purchasing Conditions, the following terms are defined as stated below:

Conditions	: these General Purchasing Conditions;
Purchaser	: Acta Marine B.V., Acta Marine Offshore Services or Acta Marine Wind Services;
Supplier	: the natural or legal person with whom the Purchaser has entered into the Supply Agreement;
Agreement	: the agreement between the Purchaser and the Supplier which has been concluded in accordance with the provisions set down in Articles 2 and 3 of the Conditions;
Goods	: the goods and/or services which must be provided by the Supplier, as described in the Agreement;
Supply	: the work and/or deliveries and/or services to be carried out by the Supplier in accordance with the Agreement.
- 2. Applicability of the Conditions**
 - a. The Conditions shall apply to all requests for quotations and any enquiries made by the Purchaser to the Supplier as well as to all Agreements. Any quotation issued by the Supplier to the Purchaser shall be based on the Conditions and shall be valid for at least 60 (sixty) calendar days.
 - b. Apart from these General Purchasing Conditions, no other conditions and/or stipulations apply to this Agreement, other than the ones mentioned in the Agreement.
 - c. If any conflict arises between the Agreement and the Conditions, the Agreement takes precedence over the Conditions.
 - d. The Purchaser shall not be obliged to remunerate the costs involved in making and submitting a quotation.
- 3. The Agreement**
 - a. Any verbal agreement is invalid, unless confirmed in writing by the Purchaser.
 - b. The Supplier has the opportunity to confirm his acceptance of the Agreement in writing for a period of 7 (seven) calendar days after receipt of the Agreement.

The Agreement shall be considered to have been concluded after the lapse of 7 (seven) calendar days after the day that the Agreement was sent to the Supplier, unless the Supplier has declared that he does not accept the Agreement within the said period of 7 (seven) calendar days.
 - c. The Agreement is based on a quotation issued by the Supplier.
- 4. Drawings, specifications and technical data**
 - a. When executing the Agreement, the Supplier shall not deviate from the drawings, specifications and/or technical data supplied by the Purchaser, nor shall he make any amendments to them without prior written consent of the Purchaser. If the Supplier is of the opinion that an amendment should be made, the Supplier shall immediately notify the Purchaser of this in writing. Drawings, specifications and/or technical data supplied by the Purchaser to the Supplier shall not be disclosed or used by the Supplier for any reason other than the execution of the Agreement.
 - b. The Supplier shall provide the Purchaser with drawings, specifications and/or technical data for approval and/or archiving on receipt of the first written request of the Purchaser. Any approval by the Purchaser of drawings, specifications and/or technical data shall not release the Supplier in any way from his obligations under the Agreement.
- 5. Inspection and testing**
 - a. Without prejudice to the provisions set down in paragraphs b. and c. of this article, and without prejudice to the obligation of the Supplier to carry out the necessary inspections himself, the Purchaser and his client[s] or third parties as instructed in writing by the Purchaser, are entitled to inspect and test the Goods and/or Supply at any time during processing, manufacturing or storage [prior to delivery] free of charge. The Supplier shall ensure that any other suppliers also extend their cooperation to that end to the Purchaser and his client[s] or third parties free of charge.
 - b. Whether the Purchaser has exercised the right referred to in paragraph a. of this article or not, the Supplier shall retain full liability for the correct execution of the Agreement.
 - c. If, after delivery, during inspection and/or testing of the Goods and/or Supply, by the Purchaser, it appears that they do not fully, or only partially, comply with the Agreement, the Purchaser shall send the Supplier a notification of rejection. In the event of such rejection, the risk related to the rejected Goods and/or Supply shall immediately be transferred back to the Supplier.
 - d. Unless expressly agreed otherwise, the Supplier shall, during the execution of this Agreement, submit the necessary drawings, calculations and specifications for the written approval of the Purchaser before commencing the construction, production or order of the relevant part.

Approval from, or inspection by, the Purchaser in any form or for any reason, does not constitute acceptance and does not affect the responsibility of the Supplier to fulfil his obligations.
 - e. The Supplier is obliged to carry out all the tests agreed upon or otherwise required, at his own expense and to submit the results to the Purchaser, even if this is not explicitly stated in the Agreement. The Supplier shall provide the certified test certificates to the Purchaser at his first written request.
 - f. Any test or acceptance of the Goods and/or Supply or part thereof by the Purchaser's local working subordinates, which is coupled with a confirmation at the location of delivery of the Goods and/or Supply or part thereof will be deemed to be a temporary acceptance or test and does not affect the rights of the Purchaser which arise from this article.
 - g. If, at any time, it appears that the Goods and/or Supply are not in accordance with the Agreement, the Purchaser is entitled to terminate the Agreement as stipulated in Article 16 a. and b. of the Conditions.
- 6. Quality and legal requirements**

With regard to quantity, description and quality, the Goods and/or Supply shall:

 - a. Be in accordance with that which is stated in the Agreement, containing no asbestos.
 - b. Be made of a sound material and well-constructed.
 - c. Be equal in all aspects to the sample[s], model[s] or specification[s] provided or supplied by the Purchaser and/or the Supplier. Specification shall, in this regard, also mean the description, technical or otherwise, of the Goods and/or Supply which is included in the Agreement, or which the Agreement refers to, or failing that, the description, technical or otherwise, which is in use by the Purchaser and the Supplier or is otherwise in general use.
 - d. Be able to deliver the performances for which the Goods and/or Supply are intended.
 - e. Comply with all applicable standards, laws and government regulations. Any costs, damage and/or fines which are the result of non-compliance with the aforementioned, shall be borne by and at the risk of the Supplier. The Supplier indemnifies the Purchaser against all possible claims in that respect.
 - f. Comply with the CE marking or the EC declaration of conformity for machines/safety components or the "manufacturer's declaration"; the Supplier shall submit the CE declaration of conformity.
- 7. Price**

All prices are fixed and firm; they exclude VAT [Dutch BTW] but include delivery of the Goods and/or Supply with the Delivery Duty Paid (= DDP, in accordance with the latest edition of INCOTERMS) and the unloading of the Goods and/or Supply at the Suppliers risk and account.
- 8. Packaging, shipping and transporting**
 - a. The Supplier shall package the Goods and/or Supply to be delivered as economically and safely as possible, in such a way that the consignment is manageable and remains undamaged and protected for all climate conditions throughout its transportation in the entire logistics chain. All wooden transportation packages shall be authoritatively stamped as treated in accordance with ISPM 15 (see www.smhv.nl). Handheld packages shall in no event weigh more than 23kg. Any items over 23kg shall be packed in such a manner that they are suitable for lifting by mechanical aids such as pallet trucks, forklifts, cranes etc. The packaging costs will be borne by the Supplier.
 - b. Supplies of dangerous substances shall comply with the transport conditions set down in the ADR/IMDG code, the VLG [United Aviation Group] or the IATA and must be accompanied by all the relevant documentation. The Supplier warrants that any dangerous Goods and/or Supply delivered to any warehouse of the Purchaser shall be delivered in limited quantities in accordance with the ADR/IMDG code. The relevant packages shall be labelled with the appropriate dangerous goods warning labels.
 - c. The Supplier shall mark the consignment clearly with the PO (Purchase Order) number and the number of packages related to the PO.
 - e. The outside of the packages shall bear a packing list which lists the contents of each package.
- f. If the aforementioned conditions are deviated from, the Purchaser reserves the right to refuse and return the consignment for the Supplier's account.
- 9. Transfer of title**
 - a. The legal and beneficiary title of the Goods and/or Supply to be manufactured under the Agreement is transferred to the Purchaser as soon as the Supplier starts to process the Goods and/or Supply, has obtained them from third parties, or has manufactured them, whichever is the earlier. The Supplier shall keep, individualize and mark these Goods and/or Supply as being the property of the Purchaser. Such a transfer of title does not constitute approval of the Goods and/or Supply and the Supplier shall remain liable for any loss of or damage to the Goods and/or Supply.
 - b. At the time of delivery, the Goods and/or Supply shall be free from encumbrances, shall not have been pledged nor have any rights of retention or any other rights of third parties vested in the Goods and/or Supply.
 - c. At first written request of the Purchaser, the Supplier shall sign a certificate to record such legal and beneficiary ownership of the Goods and/or Supply.
- 10. Delivery**
 - a. The location of delivery is indicated by the Purchaser in the Agreement.
 - b. The delivery time stipulated by the Agreement is essential. The Supplier guarantees the timely delivery of all Goods and/or Supply to the location[s] specified in the Agreement. If and when the Supplier becomes aware of the fact that the Goods and/or Supply is not going to be delivered on time, he shall immediately notify the Purchaser of this in writing. This notification does not affect the Supplier's obligation to comply with the Agreement and the delivery time. If the delivery obligations specified in the Agreement are not met, not met on time or incorrectly met, the Purchaser has the right to terminate the Agreement in accordance with Article 16 a. and b.
 - c. The Goods and/or Supply shall be delivered to the Purchaser DDP at the location indicated in the Agreement during normal working hours and unloaded by the Supplier for his risk and account.
 - d. If the agreed term[s] or time[s] of delivery is exceeded, the Supplier shall be liable for the penalty specified in the Agreement. This penalty shall apply without prejudice to any of the other rights of the Purchaser.
 - e. The Goods and/or Supply shall be accepted by the Purchaser at the time and location of delivery which was agreed upon, provided that there is a reasonable opportunity to conduct an inspection and to take any necessary measures as described below. If, and insofar as, the Goods and/or Supply are not in accordance with the agreed specifications and/or quantities in the Agreement, the Purchaser has the right - regardless of the possible acceptance of the Goods and/or Supply by the Purchaser and without impairing any other right or remedy available to that end, contractual or legal - to take the following measures:
 - i. Not to accept the Goods and/or Supply and to leave them at the disposal of the Supplier at the time and location of the delivery, and to terminate -without notice- the Agreement immediately in writing i.e. Article 16 a. and b. is not applicable;
 - ii. Not to accept the Goods and/or Supply and to leave them at the disposal of the Supplier at the time and location of the delivery, and to instruct the Supplier to replace the Goods and/or Supply immediately with Goods and/or Supply which comply with the Agreement, without any additional costs for the Purchaser.
 - iii. To retain the Goods and/or Supply (which shall not in any way constitute the Purchaser's acceptance of the delivered Goods and/or Supply) provided that parties can agree upon a reasonable deduction of the price. The Supplier shall extend his cooperation to the Purchaser, regardless of which of the above options the Purchaser prefers. The Supplier shall bear all costs of the repair, replacement and transportation of the nonconforming Goods and/or Supply and shall reimburse all costs and expenses to the Purchaser (including without limitation, inspection, handling and storage costs) that he has reasonably incurred in connection therewith. In option e. (i) or e. (ii), the risk for loss or damage to the Goods and/or Supply remains with the Supplier. If, for any reason, the Purchaser is unable to receive the Goods and/or Supply at the agreed time, the Supplier shall store the Goods and/or Supply or arrange for them to be stored in an adequate manner and shall take measures in order to avoid loss of quality and/or other damage.
 - f. While on the Purchaser's premises, or at any location where the Goods and/or Supply are to be delivered or the Supply is to be executed, the Supplier and its personnel and agents shall comply with all of the Purchaser's health and safety requirements and any other policies, standards and requirements of the Purchaser that are relevant to the performance of the Agreement; the Purchaser reserves the right to refuse to admit to or remove from its premises any person who fails to comply with such requirements.
- 11. Liability/insurance**
 - a. The Supplier is liable for all damages or personal injury of any nature which is caused by the non-fulfilment of his obligations or by his acts or omissions, regardless of whether this has occurred as a result of his negligence or not. The liability also extends to damage caused by exceeding the delivery time, damage to goods, trading loss and other damages which arise for the Purchaser.
 - b. The Supplier is obliged to take out and maintain adequate insurance for the Supplier's liability, to pay the premium in full in advance for the term of the Agreement and to prove to the satisfaction of the Purchaser that any compensation shall be paid directly to the Purchaser. Such insurance policies shall be written with appropriate licensed and financially responsible insurers. The Supplier shall inform the Purchaser of any cancellation or reduction in coverage with a minimum of 30 days prior written notice. Certificates of insurance evidencing the required coverage and limits and insurance policies shall be furnished to the Purchaser forthwith at the Purchaser's first written request to the Supplier.
- 12. Security**
 - a. The Supplier shall furnish the security required by the Purchaser on his first demand.
 - b. The Supplier shall pledge to the Purchaser the materials and resources which he shall use for the Goods and/or Supply now and in the future (if applicable in accordance with Article 3:237 of the Dutch Civil Code), and the Purchaser shall be entitled to use these to carry out the Supply and/or use of the Goods, also when this Agreement is terminated. The Supplier shall ensure that he is authorized to pledge and give the use of the Goods and/or Supply to the Purchaser.
- 13. Subcontracting**
 - a. Without prior written permission from the Purchaser, the Supplier is not entitled to assign the Agreement or any part thereof to third parties or to have it carried out by third parties or to subcontract the Agreement to third parties. This shall not apply to that part of the delivery for which the manufacturer is explicitly named in the Agreement.
 - b. Transferring or subcontracting the Agreement does not affect the responsibility of the Supplier towards the Purchaser to correctly observe the Agreement.
- 14. Material provided by the Purchaser**
 - a. Materials provided to the Supplier by the Purchaser shall remain the property of the Purchaser under all circumstances. Such materials shall be segregated from other property and stored separately in a manner that enables any third party to recognize that such items are the property of the Purchaser. The Supplier is not permitted to use these materials for any other purpose than for the benefit of the Purchaser and in accordance with the Agreement.
 - b. The risk of the loss of, or damage to, the materials provided by the Purchaser to the Supplier, remains with the Supplier until said materials are returned to the Purchaser and are unloaded at their destination.
 - c. The material is deemed to be in a good condition and to comply with the required specifications and the Agreement, unless the Supplier has lodged a written complaint with the Purchaser immediately after receipt of the materials.
 - d. The Supplier must treat the provided materials with proper care; if this is not observed, the costs arising therefrom shall be charged to the Supplier.
- 15. Payment**
 - a. The invoices shall be sent digitally to the Financial Department of the Purchaser.
 - b. The invoices shall explicitly state the PO/reference numbers in accordance with the Agreement. If these numbers are not included, the Purchaser has the right to suspend his obligation to pay.
 - c. If the Supplier has fulfilled all his obligations under the Agreement, the Supplier shall invoice the agreed price to the Purchaser, after which payment by the Purchaser shall be executed within 60 days of receipt of the correct and undisputed invoice. The Purchaser is entitled to offset any payments, costs, damage and/or interest which are, or shall be, owed by the Supplier to the Purchaser, against any payment[s] to the Supplier.
 - d. The Supplier is always obliged to furnish the personal or real security required by the Purchaser at his first demand.

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- 16. Breach of contract**
- a. If the Supplier is in breach of any condition/requirement of the Agreement, the Purchaser shall issue a notice of default to the Supplier in writing. The Supplier shall rectify such breach within 7 (seven) calendar days, commencing the day after the notice of default was sent by the Purchaser to the Supplier.
 - b. If the Supplier fails to remedy the breach(es) stated in the notice of default to the full satisfaction of the Purchaser, the Supplier shall be in default under the Agreement and the Purchaser may at his sole discretion terminate the Agreement in full or in part without prejudice to the Purchaser's other legal rights. If the Purchaser does not exercise this right, it shall not in any way constitute a waiver of the right to terminate the Agreement at a later stage. No notice of default is required if it is not required under the law or according to these Conditions, or if a force majeure arises, or compliance is temporarily or permanently impossible. The Purchaser shall then be entitled, at its own discretion, to terminate the Agreement in whole, or in part, by sending an immediate written notice to the Supplier.
 - c. This shall also apply if the control over the Supplier or his company and/or business activities changes owner to a significant extent, unless the Supplier demonstrates that the execution of the Agreement shall not be affected in any way. If this Agreement is terminated, any debts which may currently be owed to the Purchaser by the Supplier, or shall be owed at a later date become immediately due and payable in full.
 - d. Either party may terminate the Agreement without judicial intervention if, and as soon as, the other party offers to make a voluntary arrangement with his creditors, ceases business activities, becomes the subject of, or files a voluntary petition in bankruptcy, submits an application for a moratorium on payments, or is declared bankrupt.
 - e. If this Agreement is terminated by the Purchaser, the Purchaser is entitled to finalize the Agreement at the expense and risk of the Supplier, without prejudice to the Purchaser's right to claim compensation.
 - f. Any claim for compensation made by the Supplier shall be time-barred; if a claim is not received by the Purchaser within 6 months after fulfilment of the Agreement or 6 months after the Agreement is terminated it will be regarded as being null and void.
- 17. Guarantee**
- a. The Supplier guarantees that the Goods and/or Supply shall be correct and sound and that they shall, among other things, comply with the provisions set down in Article 8 of these Conditions. This guarantee shall be valid for a minimum period of 18 (eighteen) months following the commissioning of the Goods and/or Supply delivered in accordance with the Agreement; if said Goods and/or Supply are not commissioned within 18 (eighteen) months of delivery then the guarantee period is 24 (twenty-four) months following delivery, unless the Supplier has stipulated a longer guarantee period with regard to said Goods and/or Supply from his own supplier[s], or unless a longer guarantee period is specified in the Agreement, in which case the longer guarantee period shall apply.
 - b. During the guarantee period set out in Article 17.1, the Supplier shall rectify all errors and faults at first written demand of the Purchaser including any dismantling and re-installation of the rectified and/or new Goods and/or Supply, all for the risk and account of the Supplier. If the Supplier does not commence to rectify the errors or defects forthwith, the Purchaser shall be entitled to do all that is necessary or to have third parties do all that is necessary to rectify the errors and faults of the Goods and/or Supply at the risk and expense of the Supplier, and to charge the Supplier for all related costs.
- 18. Correspondence**
- All correspondence with regard to the Agreement shall be addressed to the contact person(s) as mentioned in Agreement or notified in writing to the other party. For the purpose of the Agreement, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to fax, email, registered or recorded mail or by personal service. Email will be deemed as having been accepted upon dispatch.
- 19. Confidentiality**
- a. The Supplier shall not reproduce or divulge, disclose or make accessible to third parties, and shall keep in the strictest confidence, any and all information that he receives from the Purchaser. Information contained herein shall include all information, know-how, data, technical reports, drawings and any written or oral information of a similar nature. The Supplier shall not make any public announcement or statements to third parties (including the press at large) with regard to the Agreement, without the prior and written consent of the Purchaser. This obligation shall cease 5 (five) years after completion of the Agreement.
 - b. The Supplier undertakes, unconditionally and irrevocably, to comply with the conditions of the applicable privacy legislation with regard to the use and management of the Buyer's personal data and to confidentiality during and after termination of this Agreement of all personal data of the Buyer of which it is the confidential character knows or reasonably suspects. The Supplier guarantees that all employees who have access to personal data are bound by the obligation of confidentiality described in this article and refrain from copying, transmitting, transferring or otherwise disseminating personal data to third parties. This obligation only applies if and insofar as disclosure is required by law and/or court order, in which case the information to be disclosed will be kept as limited as possible.
- 20. Suppliers personnel**
- a. The Supplier's personnel executing the Supply and/or Agreement shall, at all times, be deemed to be the personnel of the Supplier and the Supplier agrees to indemnify, hold harmless and defend the Purchaser, its parent, subsidiary and affiliated companies against any consequences of the Purchaser being held at any time to be the employer and/or for being responsible for making compulsory deductions and/or payments for income taxes, social security premiums and (alternative) private insurance premiums, pension fund contributions etc., whether this is due to the failure of the Supplier to properly and timely deduct and/or make those payments, or otherwise.
 - b. Whenever the Purchaser is of the opinion that there is reasonable doubt as to the Supplier's proper compliance with one or more of the following obligations: making compulsory deductions and/or payments for income taxes, paying social security premiums and (alternative) private insurance premiums, and making pension fund contributions, then the Purchaser has the right, and the Supplier the obligation, to provide security in a form and manner which is satisfactory to Purchaser to safeguard the proper remedy of the omission and the performance thereafter. In addition or alternatively, as the Purchaser may reasonably determine at its sole discretion in view of the seriousness of the situation, the Purchaser shall be entitled to withhold further payment of any money to the Supplier until the Supplier has remedied the situation to the Purchaser's satisfaction, or to retain from further payments a sum of up to 50% of all money paid to date to the Supplier under the relevant Supply and/or Agreement.
 - c. If and when applicable, the Purchaser reserves the right to pay the Supplier the amount for the social security premiums and wage taxes owed by the Supplier in relation to the Agreement, for which he is severally liable pursuant to the Dutch Sequential Liability Act (=Wet Ketenaansprakelijkheid), by deposit on his blocked account as referred to in the Sequential Liability Act. Without prejudice to the provisions of the preceding sentence, the Purchaser shall at all times be entitled to withhold the above-mentioned amounts of social security premiums and wage taxes from the Supply and/or the Agreement price and pay it on behalf of the Supplier directly to the receiver of direct taxes. If a penalty, levy or assessment, fine or any other sanction which is financially disadvantageous to the Purchaser is imposed on the Purchaser by a public authority in connection with an action or omission of the Supplier, the Supplier shall indemnify the Purchaser in this regard and/or the Purchaser may withhold such amounts from the payments made under the Agreement to the Supplier to cover any such penalty, levy or assessment, fine or any other sanction.
- 21. Applicable law and disputes**
- a. These Conditions and the Agreement[s] to which these Conditions apply, are governed by Dutch law. If any conflict should arise between them, then the Dutch version of these Conditions prevails over the English translation.
 - b. The competent Court in Rotterdam (The Netherlands) shall have exclusive authorization to assess a dispute which arises from or relates to this Agreement or these Conditions which cannot be settled amicably out of court.
- 22. Integrity and Corporate Social Responsibility**
- a. The Supplier declares that it complies with ethical and Corporate Social Responsibility standards. The Supplier guarantees that it does not violate any Dutch or foreign legislation or regulations in the delivery of goods or services to Purchaser and that it has adequate internal quality controls in place guaranteeing the integrity and responsibility of its business operations.
 - b. The Supplier guarantees Purchaser that the Supplier and/or its auxiliary persons possess all the required licenses to be able to execute the Agreement and indemnifies Purchaser in and out of court at its first request thereto against any and all claims, damages and expenses – including any penalties and the full expenses of legal aid and any expert reports – which Purchaser may incur as a consequence of the sole non-compliance with this guarantee.
- c. The Supplier guarantees that it and the third parties engaged by it will not become involved in discrimination, child labour and any other inadequate working conditions.
 - d. On demand, the Supplier will grant Purchaser or a third party to be designated by Purchaser access to its company to check and document compliance with this provision. If that check shows that the Supplier has failed to comply with all or part of its obligations, Purchaser is entitled to terminate the Agreement with immediate effect. The Supplier will also be liable for all damage thus sustained and will bear the costs relating to the check.