

TERMS & CONDITIONS



PURCHASE – TERMS & CONDITIONS

SUBMITTED : October 1, 2024



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1	21/09/2023	Approved T&C	TvK/BS/WO	BS	DdG
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3	01/10/2024	Changes – add 1 entity	BS	BS	DdG

**GENERAL TERMS AND CONDITIONS OF DISA
FOR THE PURCHASE OF PRODUCTS AND SERVICES
(Version October 1, 2024)**

1. Definitions

- 1.1. As used herein, the following terms have the meanings indicated:
- a) **Approval**: a prior expressed written approval by an Authorised Person.
 - b) **Article**: an article in these Conditions.
 - c) **Authorised Person**: the person authorised to act for and on behalf of the Customer as stated in the Purchase Order and/or Contract.
 - d) **Code of Conduct**: the Customer's General Code of Conduct for suppliers as referred to in Article 17.7.
 - e) **Contractor**: each person or legal entity from which the Customer purchases Products and/or Services and/or with which the Customer negotiates and/or concludes or has concluded a Contract.
 - f) **Conditions**: these General Terms and Conditions of purchase for the purchase of Products and performance of Services.
 - g) **Contract**: the agreement between the Customer and the Contractor regarding the delivery of Products and/or performance of Services in the form of or based on a Purchase Order, as well as each change therein or addition thereto, as well as any (legal) transaction in preparation or execution of such agreement.
 - h) **Customer**: DISA International Holding BV or DISA België BV or DISA Nederland Holding BV or DISA Nederland BV or DISA Deutschland GmbH or DISA Singapore Pte Ltd or DISA USA Holding, Inc. or DISA USA Inc. or 4SEAS BV, and/or subsidiaries and/or group companies, as well as their successors in law, as indicated in the Purchase Order.
 - i) **Party or Parties**: the Customer and the Contractor individually respectively jointly.
 - j) **Products**: all goods delivered, or to be delivered, by the Contractor in the context of performing the Contract, regardless of whether the Contract exclusively involves the supply of those goods or whether it also involves the supply of Services.
 - k) **Purchase Order**: the Customer's formal request by an Authorised Person which is issued to the Contractor to supply Products and/or perform Services in the format described in Appendix 1 to these Conditions.
 - l) **Services**: the performance that the Contractor renders to the Customer pursuant to the Contract, to the extent this does not consist of supplying Products.
 - m) **Specification**: a detailed description of the Products and/or Services to be supplied by the Contractor as stated in the Contract.

2. Scope of application

- 2.1. Except in the event that Parties deviate from the Conditions in writing, these Conditions shall be applicable to all offers, quotations or proposals, Purchase Orders, order confirmations, Contracts and to all (other) actions and legal transactions between the Customer and the Contractor. The Contractor shall be considered to make its offer based on these Conditions.
- 2.2. The applicability of any general terms and conditions used by the Contractor, if any, is expressly rejected by the Customer, unless these are accepted by the Customer in writing in respect of any specific transaction. Otherwise, the Contractor's terms and conditions shall not have a binding effect on the Customer.
- 2.3. Regardless of their form, deviations from or supplements to these Conditions shall only apply if both Parties have agreed to the same in writing.
- 2.4. The Customer shall not be obliged to charge the costs related to making and submitting a quotation to the Contractor.

3. Offers, Purchase Orders and effectuation of Contracts

- 3.1. All offers, quotations or proposals issued by the Contractor to the Customer are valid for ninety (90) calendar days and for the duration of this term irrevocable. Such quotation shall only result in a Contract when accepted by the Customer in writing.
- 3.2. If the Customer places a Purchase Order, the Customer shall only be bound by Purchase Orders that are confirmed by the Contractor's returning, within seven (7) calendar days of receiving the Purchase Order, of a signed copy of the Purchase Order provided by the Customer, unless the Purchase Order specifies another term for acceptance thereof. A reply to a Purchase Order of the Customer by the Contractor, which purports to be an acceptance, but contains additions, limitations or other modifications is considered to be a rejection of the Purchase Order and constitutes a counter offer. As long as the Contractor has not confirmed the Purchase Order, the Customer shall be entitled to cancel/withdraw the Purchase Order by providing written notice to the Contractor, without the Customer being liable for any payment of damages or other compensation to the Contractor.
- 3.3. Offers, delivery deadlines, warranties, Specifications and price lists provided by the Contractor, as well as other provisions agreed in writing, may not be unilaterally changed after their issuance and can only be changed after written approval by Contractor, and Approval by Customer.
- 3.4. If the Contractor provides or must provide any data, information, Specifications and/or samples for the execution of the Contract, the Contractor will be fully responsible for these data, information, Specifications and/or samples, and the timely supply thereof. The Customer accepts no liability with regard to such data, information, Specifications and/or samples.
- 3.5. The Contract shall be concluded by the timely confirmation of the Purchase Order in accordance with Article 3.1. The content of the Contract shall be determined exclusively by the Purchase Order and these Conditions, together with any other document explicitly agreed upon between the Parties in writing. The Customer will not be bound to any agreement which has not been concluded or confirmed by the Customer in writing.
- 3.6. For the duration of the Contract, and for one year after the ending thereof, the Contractor will not in any way hire any employees of the Customer, or have them work for him in any other way, directly or indirectly. If the Contractor acts in breach of this Article 3.6, the Contractor will be liable to pay an immediately due and payable penalty of € 10,000.- for every breach, plus € 1,000.- for every day that the breach continues, without prejudice to the Customer's other rights and claims, including the Customer's right to claim compensation for the damage it has actually suffered and to demand compliance.

4. Performance and outsourcing of the Contract

- 4.1. The Contractor hereby agrees to supply the Products and/or the Services to the Customer based on Purchase Orders, in accordance with the terms and conditions of the Contract, these Conditions, as well as any ensuing or related agreements.
- 4.2. The Contractor shall perform the Contract itself, unless the Customer has given Approval to the Contractor to sub-contract any of the Contractor's obligations under the Contract to a third party. The Contractor shall be fully responsible for the performance of its obligations under the Contract by third parties as if it were its own performance.
- 4.3. The Contractor shall indemnify the Customer against all claims made by third parties that are involved in performing the Contract.
- 4.4. Unless agreed otherwise between the Parties in writing, the right of the Contractor to supply the Products and/or the Services to the Customer is non-exclusive. The Customer shall have the right to produce the Products itself and/or to order the Products and/or Services from any third party.
- 4.5. The Contract does not create or imply any obligation or commitment for the the Customer to place any Purchase Orders. The Contractor acknowledges that no minimum purchase guarantee has been given by the Customer, unless such minimum purchase guarantee has been explicitly agreed upon by the Customer. The Contractor acknowledges that current purchases by the Customer give no guarantee for future (minimum) purchases, unless such future purchases are acknowledged in writing in a Purchase Order.
- 4.6. The Contractor shall perform the Contract without any right to suspend or offset, unless the Customer has given Approval therefor.
- 4.7. Without the Customer's Approval, the Contractor shall in the performance of this Contract not make use of (hired) workers made available to it by a third party. The Customer may attach conditions to the granting of such Approval. Making use of (hired) workers made available by a third party does not affect the obligations that the Contractor has towards the Customer under the Contract and/or these Conditions. In case workers are made available to the Customer by a third party, the Contractor will enter into a written agreement for this purpose, of which the applicable rights and obligations under these Conditions form part. The Contractor will, if requested, provide Customer with a digital copy of the agreement with the third party.

5. Terms of performance and delivery

- 5.1. The Contractor will deliver the Products and perform the Services, hand over any documents relating to the Products and Services, and transfer the ownership of the Products as required by the Contract.
- 5.2. Any agreed delivery time (lead time) of the Products and Services will be considered as absolute, unless agreed otherwise in writing. The Contractor shall execute any Contract within the term agreed upon in the Contract or otherwise agreed upon in writing, in the absence of which the Contract must be performed immediately. The term for performance commences on the Purchase Order date, unless the Parties agree otherwise in writing.
- 5.3. As soon as circumstances arise or may be foreseen which prevent the Contractor from satisfying the obligations laid down in Article 5.2, the Contractor shall immediately notify the Customer of this fact in writing, stating the nature and the circumstances of the delay, the measures the Contractor has taken to remedy/limit the delay and the expected duration of the delay. A claim of force majeure shall not release the Contractor from its obligations if it has not complied with the provisions of this Article 5.3.
- 5.4. In the event of any delay in the performance of the Services and/or delivery of the Products, the Contractor shall take all additional measures required to remedy the delay or, if it is not possible to remedy the delay, to limit the delay. Any and all additional expenses and costs regarding these measures shall be for the risk and the account of the Contractor.
- 5.5. Should the Contractor fail to meet all or part of the requirements laid down in Article 5.2 and 5.3, the Contractor will immediately be in default without any notice of default being required. In such case, the Customer shall be entitled, without judicial intervention and without prejudice to its other rights, to suspend, rescind or terminate the entire Contract or to suspend, rescind or terminate that part of the Contract that has not been performed, and to have a third party perform the (remaining) part of the Contract at the Contractor's expense.
- 5.6. Should the Contractor fail to meet all or part of the requirements laid down in Article 5.2, the Customer shall be entitled to claim a immediately payable fine of 5% of the order value of the Contract, increased with 0,3% of the order value of the Contract for each day delivery and/or performance of the Contract is delayed, with a maximum of 10% of the total order value of the Contract, without prejudice to the Customer's other rights, including but not limited to the right to claim any damages it incurred as a result of the Contractor failing to meet all or part of the requirements as laid down in Article 5.2, as well as any judicial and extrajudicial costs for claiming such damages, and the rights stated in Article 5.5.
- 5.7. The Contractor shall strictly conform with the Customer's instructions regarding preservation, certification, labelling, shipment, transport documents to accompany delivery, and, insofar as reasonable, any other instructions Customer imposes.
- 5.8. The Contractor shall pack and/or safeguard the Products in such a way as to ensure that they will reach their destination in good condition when shipped by normal means of transport, and that they may safely be unloaded once they reach their destination. The Contractor shall duly observe and use all due care in meeting any special packaging and/or safety requirements imposed by the Customer, provided that the Customer has notified the Contractor thereof in good time. The packaging must always comply with the relevant statutory requirements.
- 5.9. The Customer shall be entitled to, free of cost and/or any obligation to pay for compensation, reject shipments which do not conform with the provisions of Article 5.7 and/or Article 5.8.
- 5.10. Well in time before each shipment of dangerous substances, the Contractor shall provide the Customer with a product information leaflet.
 - The product information leaflet sets out regulations regarding personal protective equipment required for the consignment and unloading of the dangerous substances, any precautions to be taken in terms of the environment, health, safety, and hygiene, and which measures need to be taken in case of accidents, fire, or other calamities.
 - All regulations on the product information leaflet are in English or Dutch.
 - Dangerous substances must be stored in accordance with the latest version of the Publication Series on Dangerous Substances ("PGS").
- 5.11. Insofar as applicable, the Contractor shall use all due care and shall suitably insure any packaging or transport materials that the Customer lends to the Contractor.
- 5.12. The Products must be delivered "Delivery Duty Paid (DDP)" (Incoterms 2020) at the location designated by the Customer, in the absence of which the location will be Ketelaarsstraat 5C, 2340 Beerse, Belgium. Partial deliveries of Products are permitted only if the Customer has given Approval therefor. Delivery shall take place entirely at the Contractor's risk and expense, even if the Contractor uses the services of the Customer's staff in performing any aspect of the delivery.
- 5.13. Unloading outside the Customer's normal working hours can only take place after the Customer's Approval, unless agreed otherwise in the Contract.
- 5.14. The Customer reserves the right to return packaging materials to the Contractor at the Contractor's risk and expense, and to receive a credit for the amount that the Contractor has charged the Customer for this packaging.
- 5.15. The Contractor will deliver the Products free from any right or claim of a third party, with the exception of a reservation of title in the normal course of business, unless the Customer agreed to accept delivery of the Products subject to that right or claim.
- 5.16. The Contractor is obliged to keep the work site clean and safe during the performance of the Services. Unless agreed otherwise, the prices stated in the Contract are deemed to include the costs of (separated) removal, processing and/or storage of all packaging, waste materials, and the like resulting from the delivery or performance of Services by the Contractor. Waste that can be classified as hazardous substances in accordance with the applicable (environmental) laws and/or other relevant environmental regulations remains the property of the Contractor and must be immediately removed from the work site by the Contractor. The Contractor is obliged to provide copies of the notification forms in the context of the applicable laws and regulations.
- 5.17. The Contractor is not permitted to advertise during its presence on the work site without the Approval of the Customer. In the event of violation of this provision, the Customer may request that the advertisement be removed. In the event of inadequate follow-up, the Customer will proceed to removal at the expense of the Contractor.

6. Postponement of delivery

- 6.1. The Customer shall be entitled to postpone the delivery date of the Products for a reasonable period of time by providing the Contractor with a written statement to that effect which indicates the period of time for which the delivery term will be extended, insofar as the Customer has notified the Contractor thereof in good time.
- 6.2. If the Customer avails itself of the right referred to in Article 6.1, the Contractor shall store the Products in a suitable place in such a manner that they are identifiable as being destined for the Customer and the Contractor shall take suitable measures to prevent a loss of quality in the Products. The Customer shall pay the Contractor a reasonable amount of direct costs incurred in relation to said storage.
- 6.3. The Customer shall be entitled to postpone or suspend performance of the Services for a reasonable period of time, free of charge, by providing the Contractor with a written statement to that effect. The Customer's written statement shall indicate the time for which the term for performance is being extended or when performing the Services may be resumed.

7. Goods / Services made available by the Customer

- 7.1. The Customer shall remain the owner of all goods made available to the Contractor by the Customer in connection with the Contract (if any). The Contractor shall at all times refrain from using these goods in such a way that third parties acquire ownership of the same through alteration, accession, confusion or any other cause.
- 7.2. If and when the Contractor processes the goods made available as described in Article 7.1, the Customer will be deemed the manufacturer and directly acquire title to the newly created products. If and when the processing involves other materials, the Customer acquires ownership to the new products. If and when there is a bonding or mixture of the goods made available as described in Article 7.1 with other goods in such a manner that the Contractor's goods must be regarded as the main item, it is hereby agreed that the Contractor will transfer ownership of the main item to the Customer.
- 7.3. If a third party acquires ownership of the goods made available as described in Article 7.1 by means of processing, bonding, or mixture of the goods, and in Customers opinion neither Article 7.1, nor Article 7.2 offers a suitable outcome and/or is applicable, the Customer is entitled to an immediately payable fine that amounts to the invoice value of the goods made available, or the market value of the goods made available, whichever is higher, increased with 5% of such value, without prejudice to its other rights.
- 7.4. The Contractor shall, at its own expense and on behalf of the Customer, ensure that all of the goods that it receives from the Customer are insured, under the usual terms and conditions, against all harm or loss that could result from the full or partial loss of, or harm to, those goods, regardless of the cause of same.

- 7.5. The Contractor shall ensure that all of the goods that it receives from the Customer shall at all times be characterized and individualized in a for third parties recognizable manner as the property of the Customer.
- 7.6. Immediately after the Contract is performed and unless the Customer instructs the Contractor otherwise in writing, the Contractor shall return, in good condition, all models, stamps, drawings, tools or other goods that the Customer has provided to the Contractor. The Contractor shall use these goods entirely at its own risk; the Customer shall never be liable for any negative consequences, including but not limited to damages, losses, etc. ensuing from the use of these goods by the Contractor or any third parties, unless these damages are due to intent or willful misconduct, or if the damages arise out of death or bodily injury. The Contractor shall not use these goods for any purpose, or authorise or allow the goods to be used by a third party for purposes other than in connection with the performance of the Contract.
- 8. Performance according to the Specification**
- 8.1. The Contractor shall be obliged to perform the Contract in strict accordance with the Contract and the Specification and with the expertise that may be expected from an experienced contractor and with due observance of the usual requirements of proper and good workmanship. and shall comply with all standing rules, Codes of Conduct and safety regulations, etc., required by the applicable law or imposed by the Customer. The Contractor is not permitted to make changes to the Contract and/or the Specification without prior written permission from the Customer.
- 8.2. The Customer shall be entitled to amend the Specification, which amendment the Contractor shall be obliged to agree. Should this amendment result in a substantial change in the costs or the time necessary for the performance of the Contract, the price or date of delivery or supply may be adjusted accordingly taking into account Article 9.2. If the Customer does not accept the adjusted price or date of delivery or supply, the Contractor shall not be obliged to agree upon the amendment of the Specification. The Customer will then be entitled to terminate the Contract, without being liable to pay any compensation to the Contractor.
- 8.3. The Contractor shall inform the Customer within seven (7) calendar days after receiving written notification of the amendment as described in Article 8.2, stating any changes in costs and/or time needed for the performance of the Contract, in default of which the Contractor shall forfeit its right to adjust the price or date of delivery or supply.
- 8.4. The Contractor is not permitted to charge the Customer for any additional Services or additional Products not being described in the Contract. Only after submitting the full technical and financial consequences, as well as lead times related to the performance of the additional Services and/or Products, and after obtaining the Customer's Approval, the additional Services and/or Products delivered may be charged to the Customer.
- 8.5. If the Contractor sees opportunities to perform the Services and/or to supply the Products more efficiently, cheaper and/or faster ('Value Engineering'), it will inform the Customer about this by means of a proposal for amendment. The proposal for amendment must include the anticipated savings and/or time savings, as well as a proposal for the distribution of these benefits. A Value Engineering proposal will only result in an amendment if the Customer has issued a written order for this, which has been accepted by the Contractor within seven (7) calendar days after the issuance of such written order. The Customer has the right to reject a Value Engineering proposal without stating reasons, and without being liable to pay any compensation to the Contractor.
- 8.6. The Contractor shall notify the Customer in writing when the Contractor believes that the Contract has been fully and correctly performed. Completion of the work to be performed under the Contract is subject to the Customer's written approval in which the Customer states that the work has been rendered to the Customer's satisfaction. The Customer's approval will not be withheld on unreasonable grounds.
- 9. Prices**
- 9.1. All prices for the Products and Services are in Euros, net cash, without reduction, exclusive of VAT and inclusive of all costs, such as but not limited to costs for packaging, transportation, unloading, storage, insurance, export and import duties, all direct and indirect taxes and all other possible levies and surcharges, and/or delivery and installation costs. Prices also include without limitation all wages, social security costs, risk, profit, general operating costs, travel and/or accommodation costs, work/rain clothing, consumables, commuting hours to work, lost time and the like; currency risk and border crossing costs. Moreover, the prices for all Products and Services also include without limitation all preparatory and other work necessary to satisfy the requirements imposed by the Customer, the descriptions, and the Specification and any other costs not specified and/or indicated, but which are necessary to complete the work agreed upon, the Products and/or Services. The prices are in accordance with the incoterm "Delivery Duty Paid (DDP)" (Incoterms 2020), unless agreed otherwise in writing.
- 9.2. The prices stated in the Purchase Order and/or Contract are fixed. The Parties must jointly agree to any changes to those prices in writing.
- 9.3. The prices of the Products and/or Services are fixed and shall not increase due to the Contractor's cost increases. The Contractor assumes the risk of any event or cause (whether or not foreseen) affecting such prices, including but not limited to any foreign exchange rate changes, increases in raw materials costs, increases in consumables costs, inflation, increases in labor and other manufacturing costs. There will be no set-off or indexation of costs, wages, prices, materials, taxes, duties, etc. by the Contractor, unless the Contract expressly provides otherwise.
- 9.4. If a fixed price cannot be agreed upon due to the complexity and nature of the Services rendered, an indicative price will be stated in the Purchase Order and/or Contract. The Contractor will also provide a detailed project plan including a time and cost breakdown. The Contractor shall track and report the progress of the performed Services against the milestones of the Contract to the Customer on a regular basis, with an update regarding the feasibility of performing the Services within the indicative price. The Contractor shall use all reasonable efforts to perform the Services agreed upon at the indicative price. The Contractor is not entitled to charge the Services that have been, or shall be performed after the indicative price has been exceeded, unless the Customer has given Approval for the performance of such Services at an additional cost. Any additional costs shall be calculated at the previously agreed upon hourly rates, in the absence of which a reasonable price will be agreed upon.
- 10. Payment, assignment, and offset**
- 10.1. The Contractor shall submit invoices to the Customer by means of XML invoicing, unless agreed otherwise in writing. The invoice must meet the requirements of the relevant law in the jurisdiction of the Customer (for example in The Netherlands the Dutch Turnover Tax Act 1968).
- 10.2. The Contractor is not entitled to issue an invoice, and the Customer shall not owe payment until the Contract has been performed in full, unless agreed otherwise in writing. The Contractor will comply with any reasonable instructions of the Customer and any other legal requirements with regard to the details of the invoice.
- 10.3. Prior to sending an invoice to the Customer, the Contractor must first obtain approval for invoicing from the Customer, which approval will not be unreasonably withheld.
- This action is mandatory for invoices with a total amount (excluding VAT) of EUR 25,000.- or more (or the equivalent amount if another currency is used). The Contractor is not allowed to send several smaller invoices to avoid meeting aforementioned threshold (unless explicitly agreed upon in the Purchase Order or Contract, in which case approval for invoicing must be obtained for every partial invoice).
 - An exception to this requirement applies to invoices from freelancers invoicing with signed DPR's (daily progress reports).
 - The approval for invoicing is requested via the application for invoicing form, which can be found on page 2 of the Purchase Order (hereinafter: the 'Application for Invoicing form').
 - The Application for Invoicing form must be sent via email to the person that provided the Purchase Order and/or the Authorised Person, and this email must also contain any relevant supporting documents that allow the Customer to verify that all requested Products or Services have been delivered / supplied according to the required Specifications. These supporting documents must include:
 - The related Purchase Order;
 - A detailed build-up / calculation / explanation of all amounts related to the Products and/or Services for which invoicing is intended;
 - A summary table showing the total amount (excluding VAT) for which invoicing is intended;
 - Any relevant signed DPR's (Daily Progress Reports) indicating all activities (including people, work times) and equipment used and consumables used;
 - Any other relevant supporting documentation to allow the Customer to verify that all requested Products or Services have been delivered.
 - Upon verification and approval of the documents provided, the Customer will send via return-email a signed Application for Invoicing form to the

- Contractor, after which the Contractor is entitled to send the invoice to Customer.
- If the Customer – based on the presented evidence – cannot agree with the proposed amount as requested by the Contractor on the Application for Invoicing form, the Customer may fill in the undisputed amount and sign off on this undisputed amount. The Contractor may then already invoice the undisputed amount pending the discussion on the disputed amount.
- 10.4. The signed, dated and numbered invoice of the Contractor shall in any event state the following information:
- a. the full name, and full address and city of residence of the Customer and the Contractor;
 - b. the bank account number of the Contractor;
 - c. a description or reference of the project, specifying the work location;
 - d. the project number;
 - e. the order number, application number, or contract number;
 - f. the VAT identification number used by the Contractor to perform its deliverables;
 - g. a statement whether the VAT reverse charge mechanism is applicable and, if not, the applied VAT rate and amount;
 - h. if the VAT reverse charge mechanism is applicable: the VAT identification number of the Customer;
 - i. the quantity and nature of the delivered Products, or the volume and nature of the Services delivered;
 - j. the date on which the Products or Services were delivered or completed;
 - k. if the Customer is jointly and severally liable for the payroll taxes of the Contractor under the Dutch Collection Act 1990:
 - the payroll tax number of the Contractor;
 - the third-party bank account number of the Contractor;
 - the gross salary component taken into account in the invoiced amount.
- 10.5. The Contractor shall enclose time sheets as well as a work order, purchase order or production order issued by Customer with every invoice.
- If this refers to a contract for work or secondment agreement for Workers.
 - The Contractor shall use a previously agreed template for the time sheets.
 - The time sheets shall in any event state the name of the Worker and:
 - for Workers with a nationality other than the Dutch nationality any relevant fiscal ID number of all Workers
 - The Contractor shall make one time sheet per week.
 - The work order, purchase order or production order must be signed by the works manager and the construction supervisor at work on behalf of the Customer.
- The Customer shall not be held to pay the invoices if the time sheets or work order, purchase order or production orders are missing or have not been drafted in accordance with the requirements of Article 10 of these Conditions.
- 10.6. For all relevant invoices as mentioned in Article 10.3 of these Conditions, a signed (by the Customer) Application for Invoicing form must be submitted alongside the invoice. Any such invoice that is not accompanied by a signed (by the Customer) Application for Invoicing form, or for which the total invoiced amount (excluding VAT) differs from the approved amount present on the signed (by the Customer) Application for Invoicing form, will be rejected and will not be paid.
- 10.7. All invoices from the Contractor to the Customer must be submitted to the email address provided on page 1 of the Purchase Order (in the top-left part of the page, in the “Invoice-to” section).
- This email address is of the form “invoicing...” (e.g. invoicing@... or invoicing-XX@... where XX relates to a specific country)
 - If (for any reason) no invoicing email address is specified on the Purchase order, then the invoice must be sent to invoicing@disa-international.com
 - If the correct invoicing email address is not used, the invoice is considered to be not received by the Customer.
 - This “invoicing...” email address will confirm reception of your sent email via auto-reply.
 - Only invoices and (in the same email) related / required supporting documents, such as but not limited to the signed (by the Customer) Application for Invoicing form should be sent to this invoicing email address; any other type of communication sent to this invoicing email address is considered not received.
- 10.8. The Customer shall pay all invoices and the amounts due to the Contractor in Euros (or USD if agreed upon in writing) within forty-five (45) calendar days after the receipt of the relevant and correct and correctly submitted (including but not limited to, to the correct email address and with the required supporting documents) invoice to the bank account designated by the Contractor on the invoice, unless agreed otherwise in writing.
- 10.9. Payment of an invoice by the Customer does not constitute or imply acknowledgement that the Products and/or the Services satisfy the requirements under the Contract or the correctness of the invoice.
- 10.10. The Customer shall not owe payment for any invoices received by the Contractor later than six (6) months after delivery/performance of the Products and/or Services.
- 10.11. The Contractor shall never be entitled to transfer its claims against the Customer to any third party, unless the Customer has given Approval to do so. This Article 10.11 has property law effect (“*goederenrechtelijke werking*”). The Customer shall be entitled to offset all debts it owes to the Contractor against any claims that the Customer has against the Contractor or against a group company affiliated with the Contractor.
- 10.12. Without prejudice to its statutory rights to postpone performance, the Customer shall be entitled to suspend payment to the Contractor as long as the Contractor, or a group company affiliated with the Contractor, continues to default on its obligations pursuant to the Contract, these Conditions or any other agreements, whether or not accruing therefrom, between the Parties.
- 10.13. If Products are stored in accordance with Article 6, the Contractor shall be entitled to issue an invoice as soon as the storage of the Products begins.
- 10.14. The Customer shall be entitled to transfer or assign any of its rights and obligations under the Contract to a third party without the Contractor’s consent. The Contractor shall not be entitled to transfer or assign its rights and/or obligations under a Contract with the Customer to any third party without the Customer’s Approval therefor.
- 10.15. The Customer has the right to demand extra security from the Contractor. This shall provide security that the Contractor shall comply with its obligations under the Contract, such as but not limited to a bank guarantee, a security deposit by a third party or a pledging of goods of the Contractor. The security must comply with any requirements imposed by the Customer.
- 11. Inspection after delivery**
- 11.1. The Customer or a third party delegated by the Customer has at all times the right, but not the obligation, to inspect or test the Products and/or the Services provided under the Contract. The Contractor shall fully cooperate and make available all the information, facilities, and tools necessary for such inspection or testing. Any testing or inspection of the Products and/or the Services by or on behalf of the Customer does not constitute or imply any acknowledgement that the Products and/or the Services are in accordance with the Contract, and shall not release the Contractor from any obligation or liability under the Contract or by law.
- 12. Warranty for Products and Services**
- 12.1. The Contractor warrants the proper quality of the Products delivered and/or Services performed. In particular, the Contractor shall in any case warrant that during the full operational lifetime of the Products, and in any case for a period of at least five (5) years after the Products have been delivered and/or the Services have been performed:
- a. the Products and/or Services are suitable for the purpose for which they are intended;
 - b. the Products are new at the time of delivery, of good quality and free of defects in design, processing, fabrication, construction and measurement, as well as free of defects in the parts and/or materials used;
 - c. the Products and/or Services have been manufactured and/or performed in accordance with the most recent state of the art;
 - d. the Products and/or Services conform completely with the Specification and the provisions of the Contract;
 - e. the Products and/or Services are fully in compliance with all of the applicable laws, regulations, etc.;

- f. the Products to be delivered will be free of attachment, retention of title, third-party rights, etc., and that the Customer shall have unrestricted rights to use, transfer, modify and/or process the Products and/or Services, without infringing any intellectual property right of any third party;
 - g. the Products are contained or packaged in the manner required by the Contract;
 - h. the Products are quality-certified in accordance with the law and the requirements for which they will be used, as well as accompanied by the necessary certificates, maintenance records, manuals, and other relevant documentation.
 - i. the Products are of the quantity required by the Contract.
 - j. the supplied and/or installed materials – in terms of their composition and features – meet all applicable requirements regarding the environment, health, safety, and hygiene.
- 12.2. Any occurrence of a breach of any warranty stated in Article 12.1, shall be reported in writing no later than seven (7) calendar days after becoming aware of this breach by the Contractor to the Customer. For all complaints of the Customer with regard to the Products and/or the Services, a complaint term applies of thirty (30) calendar days after the date on which the shortcomings and/or shortfalls became known to the Customer. The Contractor shall be liable for all losses and/or damages resulting from such a breach of any warranty incurred by the Customer.
- 12.3. In the event of any defect or non-conformity of a Product, or any shortcoming of the Contractor with regard to the provision of the Services, the Contractor shall either, at the sole discretion of the Customer, and as soon as reasonably practical, at its own risk and account: (i) repair the Products; (ii) replace the Products and/or the Services with Products and/or Services that comply with the Contract; or (iii) send a credit invoice and reimburse the purchase price paid for the relevant Products and/or Services. The abovementioned remedies are without prejudice to any other rights of the Customer.
- 12.4. New Products or components under warranty as described in Article 12.3 must be delivered "Delivery Duty Paid (DDP)" (Incoterms 2020) at the location designated by the Customer, in the absence of which the location will be Ketelaarstraat 5C, 2340 Beerse, Belgium. Troubleshooting at the spot will be for the risk and account of the Contractor, including, but not limited to disassembly, assembly, mounting, installation, set-up and/or connection of the Products. Upon delivery of the new Products or components, a new warranty term as described in Article 12.1 will commence for these Products or components.
- 13. Transfer of ownership and risk**
- 13.1. The Customer shall acquire ownership of the Products after these have been delivered or paid for, whichever is earlier. Storage of the Products as described in Article 6 shall for the purpose of this Article 13.1 be deemed the moment of delivery.
- 13.2. If incomplete Products have been paid for in advance, the Customer shall – by virtue of the advance payment(s) it has made – acquire ownership of all materials, raw materials, and semi-manufactured materials necessary for completion of the Products with effect from the date of the advance payment, without any further act of delivery being required. The Contractor shall keep these Products, materials, raw materials and semi-manufactured materials separate, free from encumbrances and duties, on behalf of the Customer.
- 13.3. Even if ownership has been transferred pursuant to Article 13.1 and/or 13.2, the Contractor shall bear the risk of harm to or loss of the Products until the date on which the Products are delivered to, and accepted by, the Customer.
- 14. Intellectual property**
- 14.1. The Contractor grants the Customer a non-exclusive, irrevocable and royalty-free license to use any intellectual property and other exclusive rights regarding/associated with the Products supplied. Pursuant to this license, the Customer shall have the right to use and apply, in the course of the Customer's own business, the inventions and know-how incorporated into the Products to the extent these are protected by the rights referred to, including but not limited to repairing the Products and/or to cause them to be repaired, and the Customer shall also be authorized to supply the Products to third parties, whether or not the Products are supplied to the third parties as a component of other Products. The fee for this license is included in the price as described in Article 9.
- 14.2. The Contractor covenants, warrants and represents that it is the beneficiary of any intellectual property rights provided to the Customer within the scope of a Contract and that the use thereof as described in Article 14.1 does not constitute an infringement or breach of any right belonging to third parties. The Contractor indemnifies and holds harmless the Customer in this respect against any claims and impending claims by third parties against the Contractor and the costs (including reasonable legal fees) of defense against such claims.
- 14.3. The Customer is and shall remain the owner of all intellectual property rights of the Customer. The Contractor undertakes not to infringe or to attack the intellectual property rights of the Customer in any way, directly or indirectly, by use or otherwise, and acknowledges that the Customer is the beneficiary with regard to all intellectual property rights of the Customer.
- 15. Confidentiality**
- 15.1. The Contractor is required to observe strict confidentiality with regard to all of the confidential information it may obtain in connection with the Contract or the performance thereof, including but not limited to its relationship with the Customer and the nature of, the reason for and the result of the Purchase Order the Contractor performs, and will not disclose or disseminate any of this confidential information to any third person or use any of this confidential information for any unauthorised purpose. The Contractor is not permitted to disclose any information whatsoever relating to the Contract, unless the Customer has given prior written consent to do so.
- 15.2. The Contractor shall not use any drawings, specifications, technical data and/or other information provided by the Customer and/or its employees and/or its subcontractors for any reason other than to fulfill the Contract.
- 15.3. The Contractor will procure, and represents and warrants vis-à-vis the Customer, that all of its affiliated companies shall comply with this Article 15 and the Contractor shall fully indemnify the Customer in case of any breach by the affiliated companies in this respect.
- 15.4. Immediately upon first written request of the Customer, the Contractor shall return to the Customer all originals and copies of all documents and information in any form and all goods belonging to the Customer, which have been made available within the scope of any offer, quotation, proposal, Purchase Order or Contract.
- 15.5. The Contractor covenants, warrants and represents that it is the beneficiary of any data and information provided to the Customer within the scope of a Contract and that the use thereof does not constitute an infringement or breach of any right belonging to third parties. The Contractor indemnifies the Customer in this respect against any claims and impending claims by third parties against the Contractor and the costs (including reasonable legal fees) of defense against such claims.
- 16. Liability and indemnity**
- 16.1. The Contractor shall perform the Contract entirely at its own risk. The Customer makes no representation, extends no warranties of any kind, either express, implied or otherwise, nor assumes any responsibilities or liabilities whatsoever with respect to the performance of the Contract.
- 16.2. In no event shall the Customer be liable towards the Contractor for any special, consequential, indirect or incidental damages, financial losses, loss of production, loss of profit, lost savings, increased operational costs, loss of customers, loss of goodwill, etc. howsoever caused, on any theory of liability whether or not it has been advised of the possibility of such damages, arising in any way out of or in relation with the Contract, with the exception of damage or loss caused by willful misconduct or gross negligence of the management of the Customer.
- 16.3. The Contractor is fully liable for and shall compensate all damages resulting from or connected with the performance of the Contract, including but not limited to damages resulting from a defect in the Products supplied and/or the Services performed, that are incurred by the Customer or by third parties, regardless of whether these damages are caused by the Contractor, its personnel or third parties whom the Contractor has involved in the performance of the Contract.
- 16.4. The Contractor hereby agrees to protect, indemnify, defend and hold harmless the Customer, its employees and/or contractors ('Indemnified Parties') from: (i) all claims and threatened claims by third parties against the Customer and/or any of the Indemnified Parties; (ii) costs (including reasonable legal fees) incurred in defending against such claims; and (iii) all liabilities of the Customer and/or any of its Indemnified Parties to third parties, where such claims, costs and liabilities are based upon or arise in connection with any statutory provisions regarding product liability or product recall liability for the Products or any failure of the Contractor and/or its affiliated companies to properly perform the terms of the Contract.
- 16.5. The Contractor is obliged to obtain adequate commercial liability insurances from a reputable insurer to cover its obligations and liabilities pursuant to a Contract

or the applicable law, with a minimum amount of € 1 Million (EUR 1,000,000.-) per year. In the Contract, the Parties may agree on different terms of insurance and the Contractor may be obliged to, for example:

- a. take out Liability Insurance for Companies (AVB) with a cover of at least the specified amount per event, including cover for employer's liability;
 - b. adequately insure the equipment used by him against property damage and personal injury, including the resulting damage, caused by or related to the use of the equipment;
 - c. insure its vehicles against civil liability (WAM), including work risk cover, for the amounts stated in the law.
 - d. If the Contract, in whole or in part, means that items are made available to or by the Customer under any title whatsoever, the Contractor is obliged to adequately insure these items for the benefit and satisfaction of the Customer, which in any case includes the risk of loss, theft, damage, fire and legal liability.
 - e. Contractor's own risk in the insurance policies to be taken out by the Contractor may not exceed € 10,000 per event.
 - f. If the Contractor is co-insured on a policy of the Customer, in the event of damage caused by the Contractor, the Contractor is obliged to pay the deductible in the compensation or any damage not covered by the policy.
- 16.6. The Customer shall be entitled to examine the insurance policy or policies referred to in Articles 7.4 and 16.5. These insurance policies must list the Customer as a co-insured party, and, if so requested by the Customer, the Contractor must furnish proof that the premiums for such insurance policy or policies have been paid.
- 16.7. In the event of bankruptcy of the Contractor, without prejudice to its other rights, the Customer has the right to charge the Contractor fixed damages of at least 10% of the price agreed in the Contract, plus the price of any agreed additional work, and to set it off against the Contractor's claims, amongst others as compensation for damages that the Customer incurs as a result of the bankruptcy of the Contractor and for the fact that, as a result of the bankruptcy of the Contractor, the Customer will not be able to exercise its contractual and/or legal (warranty) claims in connection with (hidden) defects in the performance. In addition, the Customer has the right to charge the actual damage and to set it off against the claims of the Contractor, if and insofar as the damage actually suffered exceeds the aforementioned amount.

17. Compliance

- 17.1. The Contractor shall ensure that any personnel appointed for execution of the Services is competent, medically fit, properly qualified, skilled and experienced, in accordance with good industry practice, and has the required up-to-date permits and certificates (valid certificates held by the Contractor's personnel for the duration of the Services) to perform the Services. Where applicable, the Customer may provide certain required safety equipment in view of the proper execution of the Services. The Contractor undertakes to safeguard and make proper use of any such Purchaser provided equipment and to ensure that upon termination of the Services, or upon request of the Customer, any such equipment is returned in an acceptable condition, considering normal wear and tear. If not returned properly, any related cost will be charged to the Contractor (and may be set off from any payment due by the Customer).
- 17.2. The Contractor will at all times comply with the laws, governmental requirements, industry standards, regulations, conditions and provisions applicable to the Contract, such as but not limited to Guiding Principles on Business and Human Rights of the United Nations, data privacy laws pertaining to the protection of personal data, including but not limited to the General Data Protection Regulation (GDPR), the Terms of Employment Posted Workers in the European Union Act (WagwEU), Compulsory Identification Act (Wid), the Foreign Nationals Employment Act (Wav), Allocation of Workers by Intermediaries Act (Waadi) applicable tax and social security legislation, and any labour law regulations, and warrants that it will also be complied with by the employees of the Contractor and third parties engaged by it (such as but not limited to subcontractors) and/or workers hired by or via that third party.
- 17.3. The Contractor shall use commercially reasonable efforts to comply with applicable environmental, social and governance ("ESG") laws and regulations and shall foresee any known or expected future changes in the requirements and take all reasonable actions to ensure compliance with such known or expected future changes. The Contractor shall respond diligently to requests for information on ESG matters received from the Customer.
- 17.4. If so mentioned in the Contract: the Contractor shall at its own expense submit a CO2 emission identification as soon as the Customer so requests.
- This refers to a CO2 emission identification regarding the year in which the work under the Contract took place, as well as the year before that.
 - Such CO2 emission identification must be drawn up in accordance with ISO 14064-1 and/or the Greenhouse Gas Protocol.
 - The CO2 emission identification must bear a verification statement from a certification institute. The said statement must meet the requirements in ISO14064-3 under "validation and verification statement".
- 17.5. Insofar as non-compliance with the laws and regulations, conditions and provisions applicable to the Contract would result in the Customer being held liable by a third party, on whatever grounds, the Contractor hereby indemnifies the Customer against all consequences and damage thereof, including but not limited to claims from third parties in this regard and any legal fees incurred in defending against such claims.
- 17.6. Throughout its performance of the Contract, the Contractor shall be bound by and subject to, and shall comply with the Customer's safety, health, environment and quality ('SHEQ') policy. The Contractor shall ensure that its personnel is aware of these Supplier SHEQ requirements and that they fully comply with same. The Customer's SHEQ policy is attached to the Purchase Order and/or can be reviewed and downloaded from www.disa-international.com/downloads.
- 17.7. By entering into the Contract, the Contractor certifies that it is familiar with, and shall fully comply with, the Customer's Code of Conduct and agrees that any violation thereof could result in an immediate termination of the Contract as described in Article 19. The Customer's Code of Conduct is attached to the Purchase Order and/or can be reviewed and downloaded from www.disa-international.com/downloads.

18. Data Privacy

- 18.1. The Contractor shall:
- a. comply with all applicable data privacy laws pertaining to the protection of personal data, including but not limited to the GDPR and any associated implementation acts;
 - b. only collect, access, use, or share personal data, or transfer personal data internally (to enable all administrative actions required to fulfil the Contract) or to authorised third parties, in performance of its obligations under the Contract;
 - c. not share, transfer, disclose or provide access to personal data for any third party except to provide Services under the Contract or as required by law;
 - d. in case the performance of the Contract involves the processing of personal data on behalf of the Customer by the Contractor, the Contractor shall, as a processor, take appropriate technical and organizational measures in accordance with and in line with the GDPR to secure the personal data that have been obtained. In that case, the Contractor shall have to accept a data processing agreement from the Customer that meets the requirements of the GDPR. In the absence of a data processing agreement, the Contractor shall comply with the provisions referred to in article 28 paragraph 3 sub a - h of the GDPR.
- 18.2. The Contractor is obliged to report directly to the Customer any data breaches involving personal data for which the Customer is (jointly) responsible within the meaning of the GDPR, by sending a message to privacy@disa-international.com.

19. Termination for cause

- 19.1. The Customer shall be entitled to terminate or dissolve all or part of the Contract, or to suspend its performance, without prejudice to the Customer's right to claim compensation for all damages – including related judicial and extrajudicial expenses – and interest expenses it incurs if any of the following reasons apply:
- a. if the Contractor fails to perform any of its obligations pursuant to the Contract and/or other agreements, whether or not ensuing therefrom;
 - b. the Contractor is declared bankrupt, put into receivership or placed under administration;
 - c. the Contractor receives or requests a suspension of payment;
 - d. the Contractor participates in a debt-restructuring scheme, whether or not voluntarily;
 - e. the Contractor ceases to operate all or a substantial part of its business, transfers it to a third party or liquidates it in another manner;
 - f. an attachment is levied in such a manner that there are reasonable grounds for doubting whether the Contractor will be able to continue all or part of its business activities,
 - g. if the performance of the Contract is delayed for more than thirty (30) calendar days as a result of a force majeure event;
 - h. if the Customer has justifiable reason to believe that the Contractor will act in breach of the Contract;

- i. if the performance of the Contract becomes unlawful or is determined, through action or inaction, to be unlawful by a final and binding judgment or decision of any court or regulatory authority having competent jurisdiction to make such determination.
 - 19.2. Any claims which the Customer may have or may acquire against the Contractor as per Article 19.1 shall immediately be due and payable in full.
 - 19.3. Any termination of the Contract will not adversely affect any rights or obligations that may have accrued to Customer before the date of termination.
- 20. Termination for convenience**
- 20.1. The Customer shall at all times be entitled to terminate all or part of the Contract by written notice. In such case, the Customer shall reimburse the Contractor only the direct expenses incurred in performing the Contract prior to the termination, plus any reasonable direct costs relating to the termination of the Contract. The aforementioned 'reasonable direct costs' shall not exceed a maximum of 2% of the non-executed part of the agreed price. The sum of the fees paid to the Contractor under this Article 20 will never exceed the assignment/Contract price.
 - 20.2. The Contractor waives its right to annul, rescind, dissolve, or cancel the Contract in whole or in part, or to institute a claim at law for the annulment, rescission, dissolution or cancellation of the Contract in whole or in part, insofar as possible by law and unless agreed otherwise in the Contract.
 - 20.3. Insofar as the Contract is considered a continuing performance agreement with an indefinite term, and no other termination rights for convenience have been agreed in writing, the Customer is entitled to terminate such Contract in writing at all times whilst observing a notice period of thirty (30) calendar days.
- 21. Auditing & Intermittent Work Inspection**
- 21.1. Without prejudice to the provisions set down in Articles 21.2 and 21.3, and without prejudice to the obligation of the Contractor to carry out the necessary inspections itself, the Customer and its client(s) or third parties as instructed in writing by the Authorised Person, are entitled to audit the Contractor and the execution of the Contract at any time and free of charge. The Contractor shall provide the Customer or such third parties with immediate access to its premises and all necessary and requested cooperation and information for this purpose.
 - 21.2. Whether the Customer has exercised the right referred to in Article 21.1 or not, the Contractor shall retain full liability for the correct execution of the Contract.
 - 21.3. Unless expressly agreed otherwise, the Contractor shall, during the execution of this Contract, submit the necessary drawings, calculations, records and specifications for Approval before commencing the Services or supply of the Products. Approval does not affect the responsibility of the Contractor with regard to its obligations under the Contract.
 - 21.4. Upon the first written request of the Authorised Person, the Contractor is obliged to carry out all the tests agreed upon or otherwise required, at its own expense, and to submit the results and records as soon as possible to the Authorised Person.
 - 21.5. The Customer may carry out an audit on the Contractor and insofar as reasonably possible and/or required its subcontractors and/or other third parties engaged by the Contractor in order to check whether they comply with the laws and regulations, conditions and provisions applicable to the Contract, including but not limited to those stipulated in Article 17, as well as whether the Contract and/or the Code of Conduct and are being complied with. The Contractor shall proactively, as well as on first request by the Customer, provide the Customer with all information that the Customer requires and will reasonably cooperate with an audit by or on behalf of the Customer, and will ensure that a third party engaged by the Contractor also cooperates with such audit. Inspection or Approval by the Customer does not release the Contractor from any guarantee or liability arising from the law or the Contract.
 - 21.6. The Contractor realizes that to perform an audit, the Customer can specifically (but not limited to) conduct an investigation into compliance with social laws and regulations, such as but not limited to the *Wid, Wav, Waadi, Wet Aanpak Schijnconstructies, WAGA*, applicable collective labor agreement, Working Hours Act, Working Conditions Act and the like. The Contractor is obliged, if and insofar as permitted by law, to make all relevant documents available to the Customer on request, including, but not limited to:
 - a. (example) employment contracts between the Contractor and its employees;
 - b. (anonymised) salary specifications or payslips;
 - c. proof of payment of, among other things, salary, (social) premiums;
 - d. an overview of pension entitlements;
 - e. A1 statements.
 - 21.7. Inspection, audit or approval by the Customer does not release the Contractor from any guarantee or liability arising from the law, the Contract or these Conditions.
 - 21.8. The Customer is at all times entitled to request an accredited quality statement with regard to the warranty as described in Article 12.1, sub j.
- 22. Choice of law and forum**
- 22.1. All offers, quotations or proposals issued by Contractor, any Purchase Orders, order confirmations, Contracts, these Conditions, and all further contracts resulting therefrom shall be governed by the laws of the Netherlands, unless Parties have explicitly agreed otherwise in writing.
 - 22.2. Any and all disputes arising in connection with, ensuing from or relating to Purchase Orders, order confirmations, the Contract, further contracts resulting therefrom, or these Conditions between Customer and a Contractor domiciled in one of the Member States of the European Union shall be settled by the competent court of Rotterdam, the Netherlands, with the exclusion of all other courts.
 - 22.3. Any and all disputes arising in connection with, ensuing from or relating to Purchase Orders, order confirmations, the Contract, further contracts resulting therefrom, or these Conditions between Customer and a Contractor domiciled outside of the European Union shall be settled in accordance with the Rules of The Netherlands Arbitration Institute ('Nederlands Arbitrage Instituut'). The place of arbitration shall be Rotterdam. The arbitral tribunal shall be composed of one arbitrator. The arbitral procedure shall be conducted in the English language.
 - 22.4. The Vienna Sales Convention (CISG) does not apply.
 - 22.5. The Contractor is deemed to be familiar with the laws and regulations, conditions and provisions applicable to the Contract, in the broadest sense of the word. The Contractor undertakes to comply with the law, and to have it complied with by the employees of the Contractor and third parties engaged by it (such as subcontractors, contractors, suppliers) and/or workers hired by or via that third party. Insofar as non-compliance with the Law, the Code of Conduct or these Conditions would result in Customer being held liable by third parties, on whatever grounds, the Contractor hereby indemnifies Customer against all consequences and damage thereof or claims from third parties in this regard.
- 23. Miscellaneous**
- 23.1. The Customer shall be entitled to alter these Conditions or to make any additions thereto unilaterally. The Customer shall notify the Contractor thereof in writing. The Contractor accepts such modifications and additions in advance.
 - 23.2. The most recently registered version of the Conditions or, as the case may be, the version applicable at the time of effectuation of the Contract in question shall be applicable at any time.
 - 23.3. These Conditions and the Contract, including any subsequent assignment, amendment, or supplemental assignment are in the English language only, which language shall be controlling in all respects, and all versions in any other language shall be for accommodation only and shall not be binding upon the Parties. All communications made or given pursuant to these Conditions shall be in the English language. All communications made or given pursuant to the Contract shall be in the English or Dutch language.
 - 23.4. In the event of a conflict between the Contract, including any subsequent assignment, amendment, or supplemental assignment, and these Conditions, the Contract shall prevail.
 - 23.5. All notices under the Contract and/or these Conditions shall be sent by registered mail, commercial overnight courier, facsimile or e-mail, in each case addressed to the address designated by like notice from time to time. A notice served by the sending party shall only have effect towards the receiving party if the sending party can produce the following documents: (i) a notice of receipt if sent by registered mail; (ii) a notice of receipt if sent by commercial overnight courier; (iii) an auto-generated digital notice of successful delivery if sent by fax; or (iv) a digital receipt of successful delivery if sent by e-mail.
 - 23.6. If one or more terms and conditions of these Conditions and/or the Contract are held to be invalid, illegal, null or void, or unenforceable in any way, the validity, legality and enforceability of the remaining provisions of these Conditions and/or the Contract shall not be affected or impaired in any way whatsoever thereby.

Parties shall replace such terms and/or conditions with a valid clause that approximates its contents as closely as possible.

24. NL - WagwEU compliance

- 24.1. The Contractor shall comply with the following Dutch regulation if/when applicable:
- As of March 1, 2020, there is a duty to notify for employers abroad and relevant self-employed persons from countries within the European Economic Area (EEA) and Switzerland who have a temporary posting in the Netherlands. They must indicate to the Dutch online notification portal what work they will be performing, the period in which it will take place and whether they are bringing employees with them. The arrival of all posted workers must also be notified. Countries within the EEA are all EU member states, Norway, Liechtenstein and Iceland.
 - Details can be found at: <https://english.postedworkers.nl/online-notification-portal>
 - The Dutch online notification portal can be found at: <https://meldloket.postedworkers.nl/runtime/?lang=en>
 - It is the responsibility of Supplier to ensure that the above - if/when relevant - has been performed correct.

25. NL - Identification Requirement Act (Wid) and Foreign Nationals Employment Act (Wav)

- 25.1. The Contractor guarantees to the Customer that all regulations arising from the Compulsory Identification Act (Wid) and the Foreign Nationals Employment Act (Wav) are complied with for natural persons to be engaged by or via the Contractor, directly or indirectly and in any capacity whatsoever (including the self-employed person).
- 25.2. The Contractor proactively provides the Customer, and shall at the Customer's first request provide the Customer with all information that the Customer needs to be able to determine before the start of the Work that the Wid and the Wav are complied with by the Contractor.
- 25.3. The Contractor guarantees, among other things, that the natural persons referred to in Article 25.1:
- have a citizen service number;
 - have a valid passport, on the basis of which the identity of the person to be engaged can be established before the start of the work to be performed under the Contract. If and insofar as required by law, the following personal data can be recorded in the administration of the Customer (and the Contractor), and must be provided by the Contractor to the Customer at Customer's first request:
 - name, address and residence details;
 - the date of birth;
 - the citizen service number;
 - the nationality;
 - the type of identity document, number and period of validity;
 - a copy of the identity document (as required by the Customer) of the Worker;
 - name, address and office address of subcontractor/lender.
 - have a valid residence and/or work permit, insofar as required, on the basis of which it can be established before the start of the Work that the regulations arising from the Wav have been met.
- 25.4. Insofar as it concerns a self-employed person and insofar as this is mandatory under the Wav, the Contractor will make available to the Customer before the Work commences: copies of a valid passport and/or the valid residence and/or work permit referred to in Article 25 documents referred to in paragraph 3c. These documents will also be kept in the Contractor's administration until at least five years after the end of the calendar year in which the work performed under the Agreement was ceased by the natural person.
- 25.5. The Contractor will ensure that every person to be engaged can show a valid proof of identification (passport or driver's license) at the Customer's first request. The Customer has the right to periodically (randomly) check whether this obligation is being met. The person who does not comply with this obligation can be denied access to the work site by the Customer or removed from the work site.
- 25.6. The Contractor indemnifies the Customer against all damage, fines, taxes and premiums and/or other payment obligations of the Customer related to the Agreement due to the Contractor's non-compliance with obligations arising from the Wid, the Wav and/or this Article 25. If a fine is imposed on the Customer as a result of the Contractor's non-compliance, the Contractor will reimburse and indemnify the Customer at the Customer's first request.

26. Waadi

- 26.1. The Contractor guarantees that it is timely and correctly registered in the Trade Register in accordance with the Allocation of Workers by Intermediaries Act (Waadi).
- 26.2. When hiring in workers, directly or indirectly, the Contractor will only engage third parties who are (also) registered in the Trade Register in a timely and correct manner and in accordance with the Waadi.

27. Taxes and social charges

- 27.1. The Contractor is obliged to comply with tax and social security legislation.
- 27.2. At the first request of the Customer, the Contractor must demonstrate payment of turnover tax, wage tax, national insurance contributions and employee insurance contributions.
- 27.3. In the event that the Contractor collaborates with an independent entrepreneur without personnel in the context of (performing) the Contract, a model agreement approved by the tax authorities must be concluded. The Customer is entitled to request additional information from the self-employed person.
- 27.4. The Contractor indemnifies the Customer against any liability with regard to obligations of the Contractor arising from tax and social security legislation.
- 27.5. The Customer is entitled, without any obligation to pay compensation to the Contractor, to terminate the Contract with immediate effect and without judicial intervention, if the Contractor and/or third parties engaged by it are in arrears with the payment of sales tax, wage tax, national insurance premiums and /or employee insurance premiums, without prejudice to all other rights and claims of the Customer, in particular the right to compensation.
- 27.6. Without prejudice to the provisions of Article 27.5, the Customer is at all times authorized to withhold the amounts the Contractor must pay to the tax authorities and/or administrative agencies of turnover tax, wage tax, national insurance premiums, employee insurance premiums and/or any interest and fines charged thereon from the payments to the Contractor and directly to be paid on behalf of the Contractor to the tax authorities and/or administrative agencies. In these cases, the Customer has fulfilled its payment obligations towards the Contractor by paying these amounts, insofar as these amounts are concerned.
- 27.7. At the request of the Customer and at least once per quarter, the Contractor will on its own initiative provide an original statement regarding its payment behavior with the tax authorities as referred to in the legislation and guidelines established in the context of hirer liability ('inlenersaansprakelijkheid') and chain liability ('ketenaansprakelijkheid').

Appendix 1

The Purchase Order shall be dated and numbered and will in any case contain:

- a description of the work to be performed (the "Services");
- a description of the Parts and/or Materials to be supplied (the "Products");
- the performance schedule (the "Performance Schedule");
- to the extent applicable, the required qualifications for employees to be deployed by the Contractor;
- the name of the Customer's Authorised Person;
- quality standards;
- location where the Purchase Order will be performed.