

## **ADDITIONAL TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES AT LOCATIONS AND ON FLOATING INSTALLATIONS OF THE CUSTOMER**

### **Article 1. Additional definitions**

In these Additional Terms and Conditions (referred to below as the "**Additional Conditions**") the following terms used are defined as follows:

- **Materials:** materials that are processed to create tangible objects;
- **Equipment:** all auxiliary equipment, tools, vehicles, appliances, cranes, scaffolding and parts thereof, consumables and suchlike, that the Supplier uses in the performance of the Contract but excluding goods that need to be processed in order to create the tangible goods.

The terms as defined on the HES General Terms and Conditions of Procurement also apply in these Additional Conditions.

### **Article 2. Scope**

- a) These Additional Conditions apply to all requests, offers and contracts pertaining to the carrying out of instructions and/or undertaking of work by the Supplier on locations and/or on floating installations of the Customer.
- b) In addition to these Additional Conditions, the General Terms and Conditions of Procurement of the Customer also apply to the said requests, offers and contracts, unless the Additional Conditions, or otherwise expressly or impliedly, given the nature of the provisions, depart from these.
- c) For the purposes of applying these Additional Conditions, the personnel of the Supplier are deemed to include third parties engaged by the Supplier for the performance of the Contract(s).

### **Article 3. Scope of Supply**

- a) The Supplier undertakes to perform the accepted work in accordance with the Contract and any related documents, such as drawings, specifications and work descriptions.
- b) The Supplier shall take all measures that are necessary and/or usual for the proper working of the installations or necessary for the correct performance of the Contract.
- c) Notwithstanding the provisions of the Contract, the Supplier remains fully responsible for the proper working of the installation and the work to be performed. The Supplier may not defend itself on the basis of any defects in the drawings, specifications or work descriptions pertaining to the work to be carried out under the Contract. The Supplier shall immediately report to the Customer any anomalies that hinder the proper performance of the Contract and shall resolve these as quickly as possible in consultation with the Customer.

### **Article 4. Contract Variations**

- a) The Customer is entitled to change its instructions before or during the performance of the Contract in regard to the work to be carried out, choice of materials, and the parts to be used. If these changes involve additional work, this work may only be invoiced by the Supplier if the Customer has given written instructions for this additional work and the costs have been agreed between the Supplier and the Customer before the start of this additional work.
- b) If the additional work arises from circumstances other than instructions for this work from the Customer including, but not limited to, waiting time, the Supplier shall report this to the Customer within 24 hours. The Customer shall then confirm in writing whether the costs of this additional work are agreed. If the Supplier fails to immediately report the additional work and cost thereof to the Customer, these costs cannot be passed on to the Customer.
- c) If changes requested by the Customer lead to less work, all costs thereby saved by the Supplier shall be set off against the contract price.
- d) If the additional or less work affects the completion/delivery date, this should be confirmed, where possible, as soon as the instruction to the change the contract is given, or otherwise at the time that the new price is quoted.

#### **Article 5. Drawings, calculations and other important documents**

- a) All drawings, calculations, schedules, and other documents shall be sent by the Supplier in digital form for assessment by the Customer. These documents remain the property of the Customer at all times. The approval of the Customer does not relieve the Supplier from responsibility for the proper performance of the Contract.
- b) Within a maximum period of two weeks the Customer should give any approval to the said documents, after which the Supplier may commence performance of the Contract or amend the said documents within a reasonable time based on the input of the Customer. Any delay caused by the failure to approve the said documents is at the expense of the Supplier, unless it is not responsible for such delay.
- c) On delivery, the Supplier shall provide the Customer with all definitive drawings, calculations, schedules, operating and maintenance instructions, and parts manuals, with the relevant revision periods, and advice concerning the purchase of spare parts in digital format and hard copy.
- d) The Supplier guarantees the Customer that all parts for the installation in question will be deliverable from stock through its organisation for a period of at least ten years following definitive completion. The Supplier guarantees that it will impose this obligation on all subcontractors involved in the Contract.

#### **Article 6. Planning**

- a) No later than two weeks after commencement of the Contract, the Supplier shall submit to the Customer a detailed time and work schedule for approval. Any unavoidable interruptions in business operations will be included in this schedule insofar as possible.
- b) The Supplier shall do everything in its power to follow and adhere to the approved schedule.

#### **Article 7. Supply of information**

- a) On request by the Customer:
  - if performance of the Contract commences within three days of the date of the Contract, then no later than three days after the date of the Contract, or
  - if performance of the Contract commences more than three days after the date of the Contract, then no later than three days before the start of performance of the Contract, the Supplier must provide:
    - a copy of the registration with the Business Register of the Netherlands Chamber of Commerce;
    - a copy of a business permit (if needed);
    - a statement from UWV confirming compliance with payment obligations;
    - a statement Tax Administration confirming that social insurance premiums and wage taxes have been withheld;
    - a copy of a valid proof of registration with UWV (insofar as UWV supplies this).
- b) Before commencing performance of the Contract, the Supplier shall share the following documents with the Customer concerning all persons involved in the Contract:
  - a copy of each person's original identity document (passport or ID card);
  - Additionally, for personnel outside the European Economic Area and Switzerland a copy of either a residence permit or passport endorsed with "Arbeid vrij toegestaan", or work permit (TWV), or the combined residence and work permit (GVVA).
- c) On first request by the Customer, the Supplier shall also show it the said documents during the performance of the Contract.
- d) On first request by the Customer, the Supplier shall provide a list of family and first name(s) of the personnel it deploys.
- e) On first request by the Customer, the Supplier shall provide a time sheet pertaining to the work of the personnel it deploys.
- f) On first request by the Customer, the Supplier shall provide a copy of the declarations as to payment history to the trade associations and the receiver of direct taxes.

#### **Article 8. Assembly and realisation**

- a) The assembly, realisation and performance of the work under the Contract is the responsibility of the Supplier. The Customer has a supervisory role.

- b) The Supplier, itself or through third parties, shall provide the tools, auxiliary vehicles and any other equipment, such as assembly cranes, etc., necessary for the work, etc.

#### **Article 9. Personnel, equipment and materials**

- a) All personnel deployed by the Supplier in the performance of the work under the Contract on the site of the Customer must have a valid proof of identity and VCA certificate. On first request by the Customer, the Supplier must allow it to inspect these documents.
- b) Personnel engaged by the Supplier in the performance of the Contract must comply with the requirements of the Customer, including these Additional Conditions, the Terms and Conditions of Procurement, and relevant laws and regulations and, in the absence thereof, in accordance with the general standards of care in the industry. Given the nature and risks of the work, there is a minimum age requirement of 18 for working on the Customer's business premises and floating installations.
- c) On request by the Customer, the Supplier shall participate in periodic safety meetings, toolbox meetings, or other relevant meetings necessary for creating and maintaining a safe working environment.
- d) On request by the Customer, the Supplier shall provide an overview of risks and control measures applying to the performance of instructions and/or acceptance of work by the Supplier at the sites and/or floating installations of the Customer.
- e) The Customer is entitled to perform safety audits of the Supplier and its subcontractors if it believes this to be reasonably necessary.
- f) If the Customer believes that any personnel are underqualified or below the age of 18, it is entitled to refuse this personnel entry to the site. In such a case, the Supplier must immediately replace such personnel with personnel that comply with the provisions of sections a and b of this article.
- g) The Supplier shall indemnify the Customer against any claim by personnel engaged by the Supplier or third parties resulting from the performance of the Contract including, but not limited to, any claim under the Act on Combating Spurious Labour Contracts (Wet Aanpak Schijnconstructies), Aliens Employment Act (Wet Arbeid Vreemdelingen), Workers Allocation by Intermediaries Act (Wet allocatie arbeidskrachten door intermediairs ('Waadi')), Working Hours Act (Arbeidstijdenwet), working conditions legislation, equal rights legislation, and claims under tax or social insurance legislation. The Customer is entitled to recover any loss resulting from such a claim from the Supplier, including all costs of legal representation and other related costs, such as statutory interest.
- h) The Supplier is at all times responsible for the soundness and proper use of all Materials and Equipment it utilises, irrespective of whether these belong to the Supplier, Customer, subcontractors or third parties (such as hired workers). This means, inter alia, that Materials and Equipment are properly maintained and comply with legally required inspections and tests.
- i) The Customer is entitled to inspect and test all Materials and Equipment used by the Supplier in the performance of the Contract and to require proof of identity from the personnel engaged by the Supplier in the performance of the Contract.
- j) If the Supplier wishes to use labour other than its own personnel, either through hiring in or by contracting out, it must obtain written consent from the Customer before commencement of the work.
- k) The Supplier may not store more Materials and Equipment on the Customer's premises than in the Customer's opinion is necessary for uninterrupted performance of the Contract. The items stored by the Supplier and/or others engaged in the performance of the Contract are at the risk of the Supplier.
- l) In the event of a strike by the Supplier and/or personnel that perform work for the Supplier, the Customer will not pay wages or other benefits in favour of those personnel, nor costs of the Equipment used by the Supplier (and/or companies or persons engaged by the Supplier) for the purposes of the Contract, for the period in which such persons are prevented from working or such Equipment cannot be used due to a strike or labour unrest on the part of these or other employees working on the Contract.

#### **Article 10. Liability of personnel and insurance**

- a) The Supplier is liable for loss of or damage to property of the Customer and third parties located on the Customer's premises that is caused by any act or omission of the Supplier itself, its employees or third parties it engages, and shall indemnify the Customer against any third-party claims in this regard.

- b) Insofar as allowed by relevant law, the Customer excludes any liability for loss or personal injury arising from or caused to materials and personnel that are located on the site or in the buildings/installations of the Customer for the purposes of performing the Contract.
- c) The Supplier shall take out appropriate liability and Construction All Risk (CAR) insurance to cover the said risks. On request by the Customer, the Supplier must enable the Customer to examine these policy documents.
- d) The Supplier indemnifies the Customer against all third-party claims alleging non-compliance by the Supplier or its subcontractors with their statutory obligations or obligations arising under the Contract. In such a case the Supplier shall be responsible for all costs necessarily incurred by the Customer in this regard, including the costs of legal representation and related costs, insofar as permitted under the relevant legislation.

#### **Article 11. Customer's site and buildings**

- a) Before the Supplier commences performance of the Contract it should inspect the Customer's site, installations and/or buildings on/in which it is to perform the work. The Supplier should ensure that the situation is such that it is able to perform the work and should where necessary, at its own costs, and in consultation with the Customer, take measures to enable this to be the case.
- b) Where relevant, the Supplier should familiarise itself with the zones on the Customer's sites and/or on floating installations where there is a risk of explosion of dust or gases.
- c) The costs of delay in the performance of the Contract resulting from problems in the situation as described, are at the risk and expense of the Supplier.

#### **Article 12. Work on/in the Customer's site/buildings**

The Supplier shall ensure that its presence and the presence of its personnel on the site and installations, and in the buildings, of the Customer do not prevent the unobstructed performance of business operations by the Customer and third parties.

#### **Article 13. Payment and invoicing**

- a) The Customer is at any time entitled to pay to the Supplier the employee insurance premiums, VAT, and payroll tax, including national insurance premiums, for which the Customer could be held jointly and severally liable under the Collection of State Taxes Act 1990 (Invorderingswet) and/or the Financing of Social Insurance Act (Wet financiering sociale verzekeringen) by payment into its bank account as described in the said acts (the "g-account"). The scope of these Additional Conditions means that the Customer has entered into a written agreement with the Supplier in regard to transfer of payments to a g-account.
- b) Where payments are made by the Customer as described in sections a and b of this article, the Customer shall be discharged for this payment obligation to the Supplier up to the amount of this payment.
- c) The Supplier must clearly indicate and concisely indicate on dated and numbered invoices the following information:
  - the Customer's project number and the Supplier's reference pertaining to the relevant work;
  - the work and work location(s) to which the invoice relates;
  - the time period and work performed to which the invoice relates;
  - an agreed percentage of the wage factor (the invoiced amount /contract price, excluding turnover tax and cost of materials) that may not be less than 40%, and the account number of a g-account;
  - name and business address of the Supplier.