



Purchase Terms & Conditions

Subject to agreement as to the Supply of Goods and/or Services, as set out below, the following terms and conditions together with the details overleaf (Purchase Order) shall constitute the entire terms and conditions between the parties hereto (hereunder called the "Agreement") and shall supersede and override all other warranties, representations and terms and conditions whether express or implied, oral or written, including the Supplier's standard terms.

1. Definitions

"Company" means **Maritime Technical GmbH**, registered at the court of Osnabrück, Germany under HRB 215023 and all respective World-Wide Sister and/or Daughter companies currently existing or any venture founded in the future either Fully and/or Partly Owned and/or part of any form of official co-operation which will be added to the annex A in due time

"Supplier" means a supplier and/or service provider from which the **Company** obtains Goods and/or Services or with which the **Company** places an(other) order.

"Services" means all work and/or services to be provided by the **Supplier** for the **Company** under the **Agreement**, whether or not in connection with the delivery of Goods.

"Goods" means all works, items, materials and other goods to be delivered by the **Supplier** to the **Company** under the Agreement, including parts, certificates, documents, computer software and the like, as well as all work and services associated with this delivery.

"Agreement" means all requests, offers, agreements and resulting obligations whereby the **Company** obtains Goods and/or Services from the Supplier or places an(other) order with this Supplier.

"Business Premises and/or Property" any and all locations either Owned, Rented or Used by the **Company** and/or its clients or any 3rd party (not being the **Supplier**) involved in the Project at any given time.

2. Applicability

These Purchase Terms and Conditions of Purchase shall apply to all Agreements with the **Supplier**.

The applicability of the **Supplier's** general terms and conditions is explicitly rejected by the **Company**.

3. Prices and Term of Delivery

The agreed prices for the **Goods** and/or **Services** to be delivered are fixed, exclude VAT and are based on the term of delivery "Delivery at Place" (DAP) to the agreed place of delivery according to the version of INCOTERMS in force at the moment the order is placed, without prejudice to the provisions of these terms and conditions. Circumstances that increase costs, which come up or arise after the **Agreement** has been established, shall be and shall remain at the **Supplier's** expense.

Unless explicitly agreed otherwise, all prices include sufficient packaging for transport and also include the delivery of all parts, accessories and aids that belong with the **Goods**, as well as all corresponding documentation (such as drawings and quality, test, warranty and classification certificates, as well as maintenance handbooks, instruction books and manuals). The **Supplier** shall only be deemed to have completed the delivery once it has placed the **Goods** to be delivered at the **Company's** disposal and it has made the corresponding additional deliveries as well.

In the event of changes and/or additional work, the **Supplier** shall not be able to derive any right to adjust the agreed price unless this has been agreed explicitly in writing in the manner indicated in article 8.

The **Agreement** may stipulate that (some of) the work and/or services shall be performed at rates stated in the **Agreement**. The agreed rates are fixed, cannot be increased and exclude VAT. Any reimbursement of travel and accommodation expenses as well as hours spent travelling that are not included in the agreed rates must be agreed by the parties separately in writing in any case those expenses shall justified with receipts of actuals and cannot be increased by more than 5% Administrative fees.



4. Delivery-Time & Agreed Deadlines

The agreed implementation/delivery deadline in respect of (parts of) the performance to be rendered by the **Supplier** shall be of fundamental importance. If the **Supplier** misses the agreed (partial) implementation/delivery deadline, it shall automatically be in default without further notice.

At the **Company's** first request, the **Supplier** shall provide an implementation schedule setting out, among other things, the start and completion times for each successive part of the work and also the staffing level. This implementation schedule shall form part of the **Agreement** once it has been approved by the **Company**.

As soon as the **Supplier** is aware or ought to be aware that it shall fail to perform the **Agreement** on time or in the proper manner, it must report this to the **Company** in writing within 24 hours, stating the reasons.

In the event that the **Supplier** has missed a final (partial) implementation/delivery deadline or is unable to make an agreed readiness or delivery date, and also in the event that it is clear that such a date shall not be managed, the **Company** shall be entitled to terminate the order and/or claim compensation in accordance with article 16.

The **Supplier** shall issue progress reports, which clearly show the current situation, on a periodic basis as desired by the **Company**.

The **Supplier** and its suppliers and subcontractors shall be obliged to do everything they possibly can to make up any delay that occurs. Any extra costs for measures to make up delays and any damage or loss sustained by the **Company** shall be borne by the **Supplier**.

If the **Company** requests the **Supplier** to postpone the delivery, the **Supplier** shall insure the **Goods** and store them in a safe place, in adequate packaging and in a manner that enables them to be identified as destined for the **Company**. In that case, the **Company** shall agree reasonable compensation for this with the **Supplier**.

The **Company** may, at its sole discretion, in cases of late performance, charge the **Supplier** a delay penalty of 2% of the total value of the contract for every new calendar week, or part thereof, that the **Supplier** continues to delay in meeting the implementation/delivery deadline, subject to a maximum of 10% of the total contract value, without prejudice to the **Company's** right to dissolve the **Agreement** in part or in full by written declaration after 5 calendar weeks have passed and without prejudice to the **Company's** right to compensation, in addition to the penalty, for the full damage or loss that it has suffered as a consequence of the late performance.

5. Packing

The **Goods** must be packaged adequately and labelled as prescribed by the **Company**. The **Supplier** shall be liable for all damage or loss caused by unsatisfactory packaging.

The packaging must also (where necessary) be furnished with special handling instructions that at least satisfy legal requirements.

The **Company** shall, at all times, be authorised, but not obliged, to return packaging materials to the **Supplier** at the latter's expense and risk.

6. Ownership

Title of Ownership of the Goods shall pass from the **Supplier** to the **Company** at the moment of actual delivery and only when verified with date, company and/or company representatives stamp & signature.

The **Company** is authorised to demand that ownership of the Goods and/or of the designated materials and parts be transferred to the **Company** at an earlier time and that the written documents needed for this purpose be presented. In that case, the **Supplier** shall label the **Goods** and/or the designated materials and parts as the identifiable property of the **Company** and shall indemnify the **Company** against any loss or damage and against the exercise of third-party rights.



7. Recourses

The **Supplier** shall procure or produce all tools, materials, drawings, calculations, models, diagrams, templates, computer software, instructions, specifications and other aids, including hand tools and personal protection equipment, necessary for its performance under the **Agreement**.

Any materials, drawings, models, templates, diagrams, computer software, instructions, specifications and other aids provided by the **Company** or purchased or created by the **Supplier** at the **Company's** expense shall remain the **Company's** property or shall become the **Company's** property at the moment of purchase or creation.

The **Supplier** shall be obliged to label the materials, drawings and other aids referred to in paragraph 2 of this article as the identifiable property of the **Company**, to keep them in good condition and to insure them at its expense against all risks for as long as the **Supplier** acts as holder in respect of these aids.

The **Supplier** shall not use (or arrange use of) the materials, drawings and other aids referred to in paragraph 2 of this article for or in connection with any purpose other than the delivery to the **Company**, unless the **Company** has consented to this beforehand in writing.

The **Supplier** shall give the materials, drawings and other aids that the **Company** has provided back to the **Company** in good condition once the order has been completed. The **Company** shall be entitled to withhold a sum from the payments to the **Supplier** until this return delivery has taken place.

8. Changes

the **Company** shall be entitled, at all times, to demand a change to the scope and/or quality of the **Goods** and/or **Services** to be provided, or some other change to the **Agreement**.

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If, in the **Supplier's** opinion, this shall have consequences for the agreed fixed price and/or the implementation/delivery deadline, the **Supplier** shall (prior to putting the change into effect) inform the **Company** of this in writing as soon as possible and at the latest within Five (5) working days of the announcement of the required change.

If the **Company** accepts the written statement by the **Supplier**, as referred to in the preceding paragraph, the parties shall record the change in a change **Agreement**. Change agreements are numbered consecutively. Changes are implemented in accordance with the **Agreement**; they form part of it.

If, in the **Company's** opinion, the consequences indicated by the **Supplier** for the price and/or the implementation/delivery deadline are unreasonable or unacceptable, the **Company** shall be entitled to rescind the **Agreement** in part or in full by sending a written notice to the **Supplier**, unless this would clearly be unreasonable in view of the circumstances. Rescission under this paragraph will not give either party a right to compensation for any damage or loss.

The **Company** may, at its sole discretion, decide to waive its option to dissolve the **Agreement** under the previous paragraph in that case, the **Company** may instruct the **Supplier** to put the change into effect and, in that case, the **Supplier** shall immediately implement the change desired by the **Company**. The extra costs, as well as the savings brought about by the change, shall be settled reasonably and fairly.



9. Invoicing & Payment

Invoices must state the **Company's** Purchase Order number, to be fully specified according to the **Company's** instructions as well as to the legal requirements in force.

Payment shall be made within Sixty (**60**) days after receipt of the invoice, receipt and approval of the Goods and/or Services as well as all corresponding parts, accessories and aids and all associated documentation (such as but not limited too; drawings and quality, test, warranty and classification certificates, as well as maintenance handbooks, instruction books and manuals), as referred to in article 3,

In the event of down payments during the manufacture or the work, payment shall only be made once the **Supplier** has issued the **Company** with a bank guarantee on demand from a first-class bank acceptable to the **Company** for repayment of the down payment on demand from the **Company**.

The **Company** shall be entitled to set off any sums that the **Company** may owe to the **Supplier** at any time. Whenever the **Company** is entitled to set off, he can make a declaration to the **Supplier** that his debts be set off against the claim of the **Supplier** which results in both obligations being extinguished up to the amount which they have in common. In the event that the **Company** by virtue of any title whatsoever shall have or acquire a claim on the **Supplier**, the **Company** shall be entitled to set off and / or suspend payment without prejudice to its other rights.

Payment by the **Company** shall under no circumstances constitute acceptance of the Goods delivered or acknowledgement that they satisfy the order.

Interest for late payment shall only be due once the **Company** has defaulted on payment within the Sixty (**60**) days after receipt of invoice as stated in article 9, following written notice of default. From the date of default notice, interest of 1% above the EURIBOR per annum shall be payable on top of any amounts due without a legally valid reason.

10. Quality

The **Supplier** shall guarantee that the **Goods**;

- conform to the **Agreement** and are free from defects;
- are complete, suitable for the purpose for which they are intended and free from design, execution and/or material faults;
- are fully consistent with the requirements contained in the information supplied by the **Company**, which the **Supplier** has accepted by virtue of its acceptance of the **Agreement**;
- do not contain any prohibited substances or preparations or any substances that have to be treated using a non-standard waste treatment method;
- are delivered with all the documents needed for use, including, at the very least, manuals and instructions for use in the English language.

The **Supplier** shall guarantee that the materials used are new and unused, have a recent production date and/or have been made specifically for the **Agreement**.

The **Supplier** shall be deemed to be familiar with, and shall guarantee compliance with, all legal requirements and other (international) rules, including requirements imposed by the European Union, with regard to the **Goods** and **Services**, as well as the regulations of the corresponding classification society, where applicable, and the safety and quality standards operated within the industry, as valid in each case at the moment of delivery or of completion of the agreed work.

The **Supplier** shall perform the **Agreement** independently according to the latest technological standards and shall also be responsible for doing so.

The **Supplier** must preserve and maintain the **Goods** internally and externally such that, during the period prior to the start of the warranty period, as referred to in article 12, no damage or loss may occur that could affect the service life of the **Goods** in any way.

The **Supplier** shall be liable for the consequences of failing to comply with the guarantees and obligations mentioned in this article.



11. Inspections, Surveys, Checks & Tests

the **Company** shall always have the authority to attend inspections, surveys, checks and tests. The **Company's** absence from inspections, surveys, checks and tests shall never constitute automatic or tacit approval thereof.

The **Supplier** shall be responsible for the execution of inspections, surveys, checks and tests by the corresponding classification society, including the delivery of (part-)certificates required by the classification society.

Inspections, surveys, checks and tests executed by the **Company's** inspectors or by persons or authorities designated by the **Company** or by its client(s) for this purpose, may take place prior to the delivery as well as during or after the delivery. If some or all of the **Goods** are rejected, the **Company** shall report this to the **Supplier** in writing.

For this purpose, the **Supplier** shall grant access to the places where the **Goods** are produced or stored, shall cooperate in the desired inspections, surveys, checks and tests, and shall supply the necessary documentation and information at its expense.

The **Supplier** shall inform the **Company** in time (at least Ten (10) working days in advance) of the time that the inspections, surveys, checks and tests are scheduled to take place. The **Company** shall then inform the **Supplier** within Five (5) working days whether or not it shall attend the inspections, surveys, checks and tests.

The costs of inspections, surveys, checks and tests shall be borne by the **Supplier**.

In the event of the rejection of the **Goods** after the title of risk has passed to the **Company**, the risk for the **Goods** and **Services** rejected shall be borne by the **Supplier** and the earlier transfer of title of risk to the **Company** shall be reversed with retroactive effect.

The approval or permission granted by the **Company** to the **Supplier**, whatever the circumstance, as well as any inspections, surveys, checks and tests as referred to in these terms and conditions, shall not release the **Supplier** from its obligations under the **Agreement**. Any inspections, surveys, checks and tests of the **Goods** in accordance with the provisions of this article shall not constitute delivery or acceptance.

12. Warranty & Remedy

The **Supplier** shall be obliged, on first demand from the **Company**, to remedy all errors, defects or other shortcomings that arise during a warranty period of Eighteen (18) months from delivery; this warranty period must, however, run for at least Twelve (12) months after the official date of the handover to the end user of the property of which the **Goods** delivered by the **Supplier** are part of.

If the **Supplier** redelivers and/or repairs **Goods** and/or parts thereof in order to meet its warranty obligations, another warranty period of Twelve (12) months from the new commissioning date shall apply for these **Goods** and/or **Parts**.

The **Company** shall inform the **Supplier** of any shortcomings to **Goods** delivered by the **Supplier** as soon as possible. The **Supplier** shall remedy the shortcomings or replace the **Goods** immediately upon receipt of this notice at its own expense.

In urgent cases and also if after consulting with the **Supplier** it must reasonably be assumed that the **Supplier** cannot or will not see to the remedy or replacement or cannot or will not do so properly or in good time, the **Company** shall have the right to carry out remedy or replacement itself, or to arrange for third parties to do so, at the **Supplier's** expense.

This shall not affect the **Supplier's** obligations under the Agreement; paragraphs of this article shall remain in full force.

The **Supplier** shall be entitled to inspect the Goods concerned for Sixty (60) days after a remedy or replacement of this nature.

All costs incurred in order to meet the warranty obligations of the **Supplier**, as referred to in this article, as well as the extra costs that the **Company** and/or its client must incur as a consequence of the **Supplier's** failure to meet the warranty obligations, shall be borne by the **Supplier**.

Return of the replaced **Goods** and/or parts by the **Company** or its client shall only take place at the express request of the **Supplier** or on the **Company's** own initiative, and shall be at the **Supplier's** expense and risk. The **Company** shall endeavour to meet a request of this nature, should the occasion arise.



13. Confidentiality

The **Supplier** shall guarantee confidentiality vis-à-vis third parties in respect of any company information and know-how, in the broadest sense of the word, originating from the **Company** that has come or been brought to its knowledge in any way.

The **Supplier** shall not be permitted to give any form of publicity to the performance of the **Agreement** or to maintain direct or indirect contact with the **Company's** client(s) without the **Company's** prior written consent.

The **Company** may condition such consent.

The **Supplier** shall not be permitted to duplicate or allow third parties insight into documents relating to the **Agreement**, such as drawings, diagrams and other company information, aside from that which is necessary within the context of performance of the **Agreement** and only after obtaining the **Company's** prior approval in writing.

The **Supplier** shall also impose the obligations stated in this article on all its personnel who are involved in performing the **Agreement**.

In the event of non-compliance with any of the provisions of this article, the **Supplier** shall owe the **Company** a penalty, to be paid immediately, of Two-Hundred-and-Fifty-Thousand euro (**€250,000**) for every violation and Ten-thousand euro (**€10,000**) for every day that the violation continues, without the need for any notice of default or recourse to the courts and without prejudice to the **Company's** right to recover the damage or loss suffered from the Supplier.

14. Industrial & Intellectual Property

The **Supplier** shall guarantee that the use, including resale, of the **Goods** it delivers, or of the aids it purchases or creates for the **Company**, shall not infringe patent rights, trademark rights, model rights, copyrights or other rights of third parties.

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15. Transfer of Rights & Obligations

The **Supplier** cannot and may not transfer and/or assign any or all of its rights and obligations under the **Agreement** to third parties without first obtaining the **Company's** consent in writing.

The **Supplier** shall not subcontract the fulfilment of its obligations under the **Agreement**, either in part or in full, to third parties without the **Company's** prior written consent. The **Company** shall have the right to refuse consent or to condition its consent. Any consent by the **Company** shall not release the **Supplier** from its obligations under the **Agreement**.

In case of subcontracting to third parties with the **Company's** approval, the **Supplier** shall ensure that these Terms and Conditions of Purchase apply to the Subcontracting **Agreement** and shall transfer to the **Company** a direct claim against the subcontractor in respect of the outsourcing.

The **Company** shall be permitted to transfer and/or assign rights and/or obligations under the **Agreement**, in part or in full, including all warranty rights, to its client or the end user. The **Supplier** shall agree to this in advance, and shall be obliged, at the **Company's** first request, to assist, support and/or perform any action necessary for a legally valid transfer unconditionally and without delay.



16. Insurance & Liability

The **Supplier** shall be fully liable for, and shall indemnify the **Company** against, any damage or loss is and/or will be suffered by the **Company** or by third parties as a consequence of defects of its product and of **Goods** that it has delivered.

The **Supplier** shall be fully liable for, and shall indemnify the **Company** against, any damage or loss that is and/or will be suffered by the **Company** or by third parties as a consequence of acts or omissions on the part of the **Supplier**, its personnel or anyone that the **Supplier** has involved in the performance of the **Agreement**, or as a consequence of the use of defective aids by the **Supplier**, its personnel or anyone that the **Supplier** has involved in the performance of the **Agreement**.

The **Supplier** shall indemnify the **Company** against any claims from third parties for compensation for damage or loss on the basis of liability as referred to in the preceding two paragraphs.

For the application of this article, the **Company's** personnel and employees shall be regarded as a third party.

The **Company** shall be entitled to invoice the **Supplier** for all judicial and extrajudicial costs associated with collecting amounts that the **Supplier** owes to the **Company** as well as any interest payable on these, including the costs of retention, seizure, maintenance, storage and insurance. The **Company** shall not, however, be obliged to maintain or insure any withheld items.

The **Supplier** shall take out adequate insurance against the liability as referred to in this article, with the exclusion of any recourse against the **Company** and its clients. The **Supplier** will provide the **Company** at first request of the **Company** a copy of the insurance policy.

17. CHAIN LIABILITY (Labor Force & Taxes)

The **Supplier** certifies that it has obtained all the required administrative and technical authorizations for performance of its operations and undertakes to inform the **Company** of any change regarding the said authorizations (suspension, withdrawal, etc.).

The **Supplier** certifies that its business activity is performed in strict compliance with the legal provisions governing its operations by the European and/or the Country in which the project is executed Labor code and in particular laws against undeclared work.

The **Supplier** shall undertake vis-à-vis the **Company** to meet its full legal obligations to pay taxes and social security contributions associated with the work assigned to it, and also to comply strictly with the applicable collective labor agreement. Persons designated by **Company** shall be entitled, at any time, to inspect the **Supplier's** corresponding accounts. The **Supplier** shall supply a copy of all relevant documents at **Company's** first request.

The **Supplier** shall indemnify the **Company** against any and all claim from the German or any other Tax Administration relating to the taxes and social security contributions owed by the **Supplier** for its personnel or for the personnel of the **Supplier's** downstream subcontractors.

If the **Company**, has been held liable for taxes and/or social security contributions that have not been paid by the **Supplier** or the **Supplier's** downstream subcontractors, has had to pay these taxes and/or contributions, the **Company** shall be entitled to recover the full amount that it has paid from the **Supplier** and an interest rate of 2% above EUROBOR per annum shall be added to the **Company's** claim.

If the "reverse charge procedure for VAT" applies to the Agreement, the Contractor shall state this on every invoice.



18. Breach & Rescission

the **Company** shall be entitled, at all times, to terminate and/or rescind all or part of the **Agreement** prematurely by sending written notification to the **Supplier**. The **Supplier** shall cease performance of the **Agreement** immediately upon receipt of the written notification. The **Company** shall pay the **Supplier** all reasonable costs for **Goods** and **Services** already delivered or provided, as well as for obligations entered into by the **Supplier**, but the **Supplier** shall not, under any circumstance, be able to claim compensation for any loss of profit or costs of overhead. In the event of advanced payment by the **Company**, the **Supplier** shall repay any payments already made to the **Company** at its first request.

In the event that the **Supplier** fails in the performance of its obligations under the **Agreement** or any other agreements stemming there from, as well as in the event of its bankruptcy or a moratorium on payments, and in the event of closure, liquidation, takeover, demerger, merger or any comparable situation relating to the **Supplier's** company, the **Supplier** shall be automatically in default by operation of law. In that case, the **Company** shall be entitled, without serving notice and without recourse to the courts, to rescind all or part of the **Agreement** unilaterally by means of a registered letter to the **Supplier** and/or to suspend payment obligations and/or to transfer performance of the **Agreement** to third parties in part or in full, without the **Company** being obliged to pay any compensation, and the **Company** shall further be entitled to full compensation and the refund of payments already made.

The **Supplier** shall be obliged to minimise the consequences of any failure in the performance of its obligations under the **Agreement**. All associated costs shall be borne by the **Supplier**. The **Supplier** shall be fully liable for any damage or loss suffered by the **Company** as a consequence of the breach, including any contractual penalties that the **Company** owes to its own client.

19. Force Majeure

If the **Supplier** is prevented from meeting its obligations under the **Agreement** by force majeure, the provisions under French standard case law shall apply.

In the event of force majeure as referred to in paragraph 1 of this article, the **Supplier** must notify the **Company** in writing within Twenty-Four (24) hours, stating the reasons. In addition, the **Supplier** must make every possible effort to overcome the impediment and to limit any damage or loss.

In the force majeure situation as referred to in paragraph 1 of this article, the obligations of both parties shall be suspended for the duration of this situation, with the exception of any obligations that can still be met.

In a situation of this nature, the **Company** shall only be obliged to issue payments for those obligations under the **Agreement** that have indeed been met.

As soon as the force majeure situation ends or any sooner as is technically possible, the implementation schedule, as referred to in article 4 of these terms and conditions, will be adjusted by means of a change as stated in article 8 of these terms and conditions. The agreed price shall not be changed.

If the force majeure situation is going to last an unreasonably long time in view of the **Company's** obligations regarding its own client, the **Company** shall be entitled to dissolve the **Agreement**. In that case, the **Supplier** shall refund all the instalments that it has already received from the **Company**.



20. Use of Materials for Export

The **Supplier** shall be obliged, prior to accepting the order, to investigate whether the **Goods** for delivery, processed or otherwise, may be exported to the final destination indicated by the **Company** and shall be responsible for the provision of any export permits required.

If the **Supplier** finds that the **Goods** for delivery, processed or otherwise, cannot be exported to the final destination indicated by the **Company**, the **Supplier** shall inform the **Company** of this immediately in writing.

In that case, the **Supplier** shall be liable for any damage or loss suffered by the **Company** or by third parties that is caused by the **Supplier's** inability to meet its obligation to deliver the **Goods**.

The **Supplier** shall indemnify the **Company** against any claims from third parties for compensation for damage or loss on the basis of liability as referred to in the 3rd paragraph of this article.

21. Personnel

Any personnel engaged by the **Supplier** in the performance of the **Agreement** shall comply with the requirements imposed by the **Company** and, in the absence thereof, with the general requirements regarding skills and expertise.

If the **Company** is of the opinion that personnel are inadequately qualified, the **Company** shall be entitled, at all times, to order the removal of such personnel and the **Supplier** shall be obliged to replace them immediately, with due regard for paragraph 1 of this article.

The **Supplier** shall not be authorised, without first obtaining the **Company's** consent in writing, to make use of (temporary) workers who have been placed at its disposal.

If the **Agreement** relates to the execution of work or the provision of **Services**, the **Supplier** shall, prior to commencing the activities, supply the **Company** with a list in writing of the personnel who shall be engaged by the **Supplier**, specifying their names, addresses, dates of birth and citizen service numbers, together with a copy of valid proof of identity for each person, as well as all documents required by law and any other information that the **Company** desires in relation to these personnel. Changes to this information shall also be communicated to the **Company** without delay.

22. Work on the Business Premises and/or Property

Prior to commencing performance of the **Agreement**, the **Supplier** must make sure that it is aware of the circumstances on the business premises/property where the work must be carried out and that might have an impact on the performance of the **Agreement**.

Any costs from a delay in performance of the **Agreement** or other costs caused by circumstances as referred to above shall be at the **Supplier's** expense and risk.

The **Supplier** and any subcontractors shall be obliged, at all times:

- a) to execute the work required of them properly, reliably and in accordance with the provisions of the **Agreement**;
- b) to follow only the orders and instructions given by the **Company**;
- c) to, in principle, have their representatives available on the business premises/property during working hours; their absence, replacement and contact ability shall be arranged in consultation with the **Company**;
- d) to have and, at the **Company's** first request, to show documents that are required of them by law;
- e) to supply the **Company** with a weekly record of the man hours, names and citizen service numbers of all personnel involved by the **Supplier** in the work from week to week;
- f) to strictly observe all their obligations vis-à-vis the personnel they involve in the work;
- g) to provide the **Company**, at the **Company's** first request, with a copy of a recent declaration concerning their payment performance from the relevant countries Tax Administration, to ensure the legal obligations are met related to Wages, Salaries Tax & Social Security Contributions (Liability of Subcontractors);
- h) to refrain from submitting any quotations or offers to the **Company's** client for extensions or changes to the **Company's** work;
- i) to indemnify the **Company** against any claims, for whatever reason, by the personnel they have engaged, save in the event of intent or gross negligence on the part of representatives of the **Company** and/or executives who can be identified with the **Company**, and to take out appropriate insurance against such liability.



The **Supplier** shall ensure that the personnel it employs on the **Company's** business premises/property wear industrial clothing, with the company name clearly visible, as well as the proper personal protective equipment.

The **Supplier** shall ensure that its presence and the presence of its personnel on the **Company's** business premises/property shall not impede the undisturbed progress of the work by the Company and third parties. The **Supplier** and its personnel shall undertake to obey the instructions given by the **Company's** management and supervisory personnel.

The agreed work must be executed within the normal working hours of the **Company**.

Any performance of work outside the normal working hours of the **Company** shall only be permitted after first obtaining the **Company's** consent in writing. The associated costs for the **Company** or its client shall be borne by the **Supplier**. The **Supplier** shall itself see to all the necessary formalities as stipulated by the **Company** (overtime permits, etc.), and shall do so in a timely manner.

Any storage of materials on the business premises/property shall be at the **Supplier's** expense and risk and shall only be permitted after first obtaining the **Company's** consent in writing. The **Supplier** may not store any more material on the **Company's** business premises/property than is necessary, in the **Company's** opinion, for performance of the **Agreement**.

23. Health, Safety & Environment

The **Supplier** shall be obliged, with due regard to all relevant statutory regulations and the **Company's** own regulations and rules concerning safety, health and the environment, to ensure that the work is carried out in such a way that the safety of everyone on the **Company's** business premises/property has been assured and their health has been protected, and that the rooms, equipment and tools in which or with which the **Supplier** arranges for the work to be performed have been set up and are maintained in such a way, with measures taken and instructions issued for the execution of the work, that is reasonably necessary to prevent anyone from suffering harm while carrying out their work. A copy of the **Company's** safety regulations and rules concerning safety, health and the environment shall be made available by the **Company** to the **Supplier** immediately at its request.

The **Supplier** shall be responsible for ensuring, and shall undertake to ensure, that its personnel comply strictly with the statutory regulations and the **Company's** own regulations and rules concerning Health, Safety and the Environment at all times.

The **Company** shall have the authority to deny personnel working for the Supplier access to the business premises/property and/or to remove them from the site if the regulations and rules referred to in this article are not observed. In that case, the **Supplier** shall be obliged to replace them immediately.

The **Supplier** must, at all times, ensure the removal of its own waste, including chemical waste and packaging. With the removal of chemical waste, the Contractor shall undertake to produce a declaration each time containing details of the toxic properties of the product for removal.

The **Supplier** shall be liable for, and shall indemnify the **Company** against, any damage or loss that is suffered by the **Company** or by third parties which has been caused by the **Supplier's** failure to remove its own waste or by its inadequate, improper or untimely removal of the waste.

The **Supplier** shall not be authorised to store and/or use substances that are hazardous and/or harmful to health on the **Company's** business premises/property, unless the **Company** has consented to this in writing beforehand.

The **Company** shall be authorised to refuse to grant consent or to attach conditions to it. If permitted by the **Company**, the storage must also comply with the applicable statutory rules at all times.

The **Supplier** shall be liable for, and shall indemnify the **Company** against, any damage or loss that is suffered by the **Company** or by third parties which has been caused by the storage, use, spread, generation and/or improper packaging of substances that are hazardous and/or harmful to health.

For the application of this article, the **Company's** personnel shall be regarded as a third party.



24. Governing Law - Jurisdiction

This **Agreement** shall be governed by and construed in accordance with German Law.

The applicability of the "United Nations Convention on the International Sale of Goods" (the "Vienna Sales Convention") is excluded.

The Parties shall keep each other informed in relation to any difficulties resulting from the interpretation or performance of this Agreement and take all steps to resolve them. The Parties undertake to resolve amicably any disputes relating to the validity, interpretation or performance of this **Agreement**.

In the absence of an amicable agreement, any dispute concerning the validity, interpretation or performance of this **Agreement** will be submitted to the Landgericht HANNOVER in Niedersachsen - Germany, exclusive jurisdiction over the **Company** registered headquarters.

Nothing herein shall prevent the **Company** from enforcing in any country an award made by the above exclusive jurisdiction.

These Purchasing Terms & Conditions are valid as of the date of Signature stated below after verification and acceptance by the company's representative and remain valid unless an updated version is provided prior to and/or with the Request for Quotation and/or Purchase order send.

Reviewed and accepted For and On Behalf of the "Company"

Name - Willem de Haan
Company - Maritime Technical GmbH
Function - Managing Director
Date Signed - 01/07/2020, Doerpen, Germany