

General Terms and Conditions of Purchase

Intero Integrity Services (worldwide)

Version 1 May 2019

1. Applicability

- 1.1. These General Terms and Conditions of Purchase apply to any Contract between Intero and the Vendor.
- 1.2. Any general terms and conditions of the Vendor, whether attached to or referred to in any offer or quotation of the Vendor, or communicated to Intero in any other way, are expressly rejected by Intero and do not apply to the Contract.
- 1.3. To the extent a provision of any written agreement between Intero and the Vendor conflicts with any of the General Terms and Conditions of Purchase, the relevant provision of such written agreement shall prevail.

2. Definitions

These General Terms and Conditions of Purchase use the following definitions:

- (a) **Connected Persons** means those directors, officers, employees, subcontractors, agents, consultants and professional advisers of a Party who are involved in the supply of Goods or Services.
- (b) **Contract** means the legal relationship between Intero and the Vendor regarding the purchase of Goods and/or the performance of Services, comprising (i) the Purchase Order; (ii) these General Terms and Conditions; and, if applicable, (iii) the written agreement between Intero and the Vendor setting out specific terms and conditions regarding the purchase of Goods or performance of Services. The Contract shall in any case exclude any general terms and conditions of the Vendor and any specific terms and conditions set out by the Vendor in its offer to Intero, except to the extent the Parties have agreed otherwise in writing.
- (c) **Damages** means losses, damages, costs (including reasonable legal costs), third party claims, liabilities and expenses (including taxation).
- (d) **Goods** means any goods to be supplied by the Vendor to Intero, as specified in the Contract.
- (e) **Intellectual Property Rights** means patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- (f) **Intero** means the member of the Intero Group acting as Party to the Contract.
- (g) **Intero Code of Conduct** means the Code of Conduct of the Intero Group as published at www.intero-integrity.com
- (h) **Intero Group** means Intero Integrity Services B.V., a limited liability company incorporated under the laws of the Netherlands with its registered office address at Steenoven 2-6, 4196 HG Tricht, the Netherlands, and all of its direct and indirect subsidiaries worldwide.
- (i) **Parties** means Intero and the Vendor, and each a **Party**.
- (j) **Price** means the purchase price for the Goods or Services, as specified in the Contract.
- (k) **Purchase Order** means the written purchase order whereby Intero orders Goods or Services from the Vendor.
- (l) **Services** means any services to be performed by the Vendor for Intero, as specified in the Contract.
- (m) **Vendor** means the (legal) person(s) supplying the Goods or Services specified in the Contract.

3. Performance

The Vendor shall supply the Goods or Services in accordance with the terms, specifications and deadlines set out in the Contract.

4. Variations

- 4.1. Intero shall have the right to make variations to the Contract at any time by written notice to the Vendor. The Vendor shall not make any variation except with the written approval of Intero.
- 4.2. Variations shall not give rise to a Price increase or extension of time, except to the extent that (i) the Vendor has made a written proposal to Intero with respect to a Price increase or extension of time prior to its performance of the variation and (ii) Intero has accepted that proposal in writing.

- 4.3. To the extent that a variation gives rise to a decrease in the supply of Goods or Services, the Price shall be reduced accordingly.

5. Inspection

Intero is at all times and at any place entitled to perform or procure the performance of inspections, tests and audits with respect to the Goods or Services. Any such inspection shall not release the Vendor from any obligation, warranty or liability under the Contract.

6. Price and payment

- 6.1. The Price shall be fixed and not subject to any price increase or surcharge.
- 6.2. The Price is inclusive of all (third party) costs and expenses, proper packaging, inspections, tests, certificates, (un)loading and transport charges, cost of insurance, duties, taxes, social security contributions, required permits, (compliance with) safety instructions, any other items specified in the Contract or which Interio may reasonably expect to be included in the Price.
- 6.3. The Vendor shall invoice Interio after acceptance by Interio of delivery of the Goods or completion of the Services.
- 6.4. The Vendor's invoices shall comply with any written instructions given by Interio regarding the submission of invoices.
- 6.5. The term for payment by Interio of Vendor's invoice shall be sixty (60) days.

7. Delivery and transport of Goods

- 7.1. Delivery of Goods shall take place on the basis of the Incoterm DDP (Delivered Duty Paid) that applies at the date of the Contract.
- 7.2. The goods must be marked to Interio's instructions and must be properly packed according to the requirements of transport and destination and in compliance with applicable regulations. The goods shall be packed in a way to prevent damage or deterioration during transport.
- 7.3. The Vendor is responsible for obtaining all applicable certificates and all necessary approvals, import licenses, custom clearing and satisfy all excise duties.
- 7.4. Any partial or early delivery of Goods shall require Interio's prior written approval.

8. Warranty on Goods

- 8.1. The Vendor warrants that all Goods supplied are first class in terms of design, construction, performance, material, composition and quality in accordance with drawings, other documentation and the standards and specifications used by Interio, fit for the intended use, safe and in conformity with applicable laws and regulations, and free from any defects in terms of design, construction, material or manufacturing.
- 8.2. The Vendor warrants that the Goods are not subject to any retention of title or any other (limited) rights of third parties. Upon request, Vendor shall deliver proof of its full and unencumbered title to the Goods.
- 8.3. The warranty period shall be two (2) years from the date of delivery. Within this period, upon notification by Interio, the Vendor is required to promptly arrange for repair of any failure or defect or redelivery at no charge and without prejudice to Vendor's liability under the Contract.
- 8.4. If pursuant to this clause 8, any Goods are replaced, repaired or altered, the full two (2) year warranty period shall again apply to such replaced, repaired or altered Goods.

9. Termination for convenience

- 9.1. Interio may, by giving written notice to the Vendor, terminate the Contract for convenience, or postpone, suspend or cancel any part of the supply of Goods or Services, in each case with immediate effect.
- 9.2. In case of early termination or cancellation pursuant to clause 9.1, Interio shall pay the Vendor for any Goods and Services delivered or performed up to the date of termination or cancellation, but not for any Goods or Services that were to be delivered or performed thereafter. In case of postponement or suspension pursuant to clause 9.1, the Price shall remain unchanged, unless agreed otherwise in writing.
- 9.3. Interio shall compensate the Vendor for any reasonable costs incurred by the Vendor directly resulting from any early termination, postponement, suspension or cancellation pursuant to clause 9.1.

10. Termination for cause

- 10.1. Without affecting any other right or remedy available to it, Interio may terminate the Contract, or postpone, suspend or cancel any part of the supply of Goods or Services, with immediate effect by giving written notice to the Vendor if:
 - (a) an agreed date for delivery of Goods or completion of Services is not met. Such date is of the essence and if it is not met, the Vendor shall be automatically in default, without any notice of default being required;

- (b) the Vendor commits a breach of any other term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 calendar days of that Party being notified in writing to do so;
 - (c) the Vendor commits a breach of the Interio Code of Conduct or any applicable laws and regulations;
 - (d) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (e) the Vendor suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (f) the Vendor's financial position deteriorates to such an extent that in Interio's reasonable opinion the Vendor's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.2. The Vendor shall be liable for any Damages incurred by Interio in connection with any breach mentioned in clause 10.1, including but not limited to (i) the cost of remediation or replacement of any defective performance by the Vendor and (ii) the costs associated with procuring the undelivered Goods or uncompleted Services from a third party vendor.

11. Liability

- 11.1. Subject to clause 11.2, Vendor indemnifies and holds harmless each member of the Interio Group and its Connected Persons for any Damages arising in connection with the performance of the Contract by the Vendor and its Connected Persons.
- 11.2. The Vendor shall not be liable towards any member of the Interio Group or its Connected Persons for consequential damages including loss of profits, loss of sales, business or production, loss of anticipated savings, loss of or damage to goodwill, except to the extent caused by the willful misconduct or gross negligence of the Vendor or any of its Connected Persons.
- 11.3. The Vendor is obliged to obtain adequate and fully paid up insurance from a reputable insurer to cover its obligations under the Contract and applicable laws and regulations. Upon request, the Vendor shall present Interio with evidence of such insurance and/or add Interio as a beneficiary of such insurance.

12. Compliance

In performing its obligations under the Contract, the Vendor shall (i) comply with all applicable laws and regulations and (ii) adhere to the Interio Code of Conduct. The Vendor shall sign an ethical commitment to the Interio Code of Conduct on request.

13. Intellectual Property Rights

- 13.1. The Vendor warrants that the Goods or Services do not infringe Intellectual Property Rights of any third party and indemnifies and holds harmless each member of the Interio Group and its Connected Persons for any Damages incurred in connection with any such infringement.
- 13.2. The Vendor grants to each member of the Interio Group, or shall procure the direct grant to each member of the Interio Group of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable license to copy and modify the Goods for the purpose of receiving and using them in its business.
- 13.3. All Intellectual Property Rights in or arising out of or in connection with the performance of Services shall be owned by the Interio Group.

14. Data protection and data processing

- 14.1. The Vendor shall comply with all requirements of applicable data protection laws and regulations.
- 14.2. Without prejudice to the generality of clause 14.1, the Vendor shall, in relation to any personal data requested and processed by it in connection with the Contract:
- (a) ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - (b) ensure that all personnel who have access to or process personal data are obliged to keep the personal data confidential; and
 - (c) not transfer any personal data outside of the European Economic Area unless the prior written consent of Interio has been obtained and the Vendor complies with reasonable instructions given by Interio as a condition for its consent;
 - (d) assist Interio, in responding to any request from a data subject and in ensuring compliance with its obligations under applicable data protection laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (e) notify Interio without undue delay on becoming aware of a personal data breach;

- (f) at the written direction of Interio, delete or return personal data and copies thereof to the Vendor on termination of the Contract unless required by applicable law or regulation to store the personal data; and
 - (g) maintain complete and accurate records and information to demonstrate its compliance with this clause 14.
- 14.3. Interio does not consent to the Vendor appointing any third party processor of personal data under the Contract.

15. Confidentiality

- 15.1. The Vendor undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers or suppliers of the Interio Group, except as permitted by clause 15.2. Confidential information shall include but not be limited to the information provided by Interio to enable the Vendor to fulfil its obligations in connection with the Contract, except where written records show that such information was already public knowledge or in the possession of the Vendor prior to receipt thereof from Interio.
- 15.2. The Vendor may disclose confidential information:
- (a) to its Connected Persons, provided that the Vendor shall ensure that its Connected Persons comply with this clause 15; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3. The Vendor shall not use the confidential information for any purpose other than to perform its obligations under the Contract.
- 15.4. The Vendor shall return, destroy or erase from its systems any confidential information at the first request of Interio.

16. Subcontracting. The Vendor shall not subcontract any of its obligations under the Contract to any third party without the prior written consent of Interio.

17. Assignment. The Vendor shall not assign any of its rights under the Contract to any other person without the prior written consent of Interio. Interio is entitled to assign its rights under the Contract to any other person without prior consent of the Vendor.

18. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 18 shall not affect the validity and enforceability of the rest of the Contract.

19. Notices. Any notice given to a Party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next business day delivery service at its registered office; or sent by email to the address specified in the Purchase Order or written agreement between the Parties, as the case may be.

20. Third party rights. The Contract shall not grant any right to persons who are not a Party. To the extent the Contract expressly grants rights to third parties, the Parties shall be permitted to change or exclude such rights at any time without the consent of the respective third party.

21. Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Netherlands. The applicability of the United Nations Treaty Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is expressly excluded.

22. Jurisdiction. Each Party irrevocably agrees that the district court of Rotterdam, the Netherlands have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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