

EemsEnergyTerminal

GENERAL TERMS AND CONDITIONS OF PURCHASE EemsEnergyTerminal for goods and services

version 2025

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GENERAL SECTION

ARTIKEL 1. Definitions

Unless the context indicates otherwise, the words and expressions capitalized in these General Terms and Conditions of Purchase shall have the following meanings:

Acceptance: the written approval by EET of (parts of) the delivery of Services and/or Goods.

Agreement: the arrangements agreed in writing between EET and the Other Party concerning (the delivery of) Goods and/or Services.

EET: EemsEnergy Terminal B.V., having its registered office in Groningen, the Netherlands.

General Terms and Conditions: these General Terms and Conditions of Purchase of EET for deliveries and services.

Goods: articles and property rights, including software.

Other Party: the party with whom EET enters into an Agreement.

Services: the activities to be performed by the Other Party for EET under the Agreement for a fee, and not under an employment contract.

ARTIKEL 2. APPLICABILITY

- 2.1. These General Terms and Conditions apply to every request made by EET to the Other Party to submit an offer, to the offer to be submitted by the Other Party, to all orders from EET, and to all Agreements to be concluded and concluded with the Other Party in which EET acts as (potential) purchaser and/or client of the Goods and/or Services to be delivered, as well as to all resulting legal relationships arising from such Agreements.
- 2.2. Deviations from and/or additions to these General Terms and Conditions shall only be valid if agreed in writing between the parties.
- 2.3. In addition to the General Terms and Conditions, supplementary conditions may apply to the delivery of Goods and/or Services if expressly indicated. Should one or more provisions of the supplementary conditions conflict with these General Terms and Conditions, the provisions of the supplementary conditions shall prevail, unless otherwise stipulated.

- 2.4. The applicability of any general terms and conditions used by the Other Party, regardless of their designation, is hereby expressly rejected.

- 2.5. Articles 32 through 35 apply only to the delivery of Goods.

- 2.6. The Dutch text of these General Terms and Conditions shall prevail over any translations thereof.

ARTIKEL 3. ESTABLISHMENT OF AN AGREEMENT

- 3.1. An offer made by the Other Party to EET or an acceptance of an order from EET by the Other Party is irrevocable, unless the Other Party has expressly stated otherwise in writing.
- 3.2. An Agreement shall not be established until such time as EET has accepted the offer of the Other Party in writing by duly authorized representatives of EET.
- 3.3. In the absence of an Agreement as described in Article 3.2 or an order from EET, the execution of the offer made by the Other Party or the order from EET shall be entirely at the expense and risk of the Other Party, unless EET has accepted it in writing.
- 3.4. An acceptance by EET that differs from the offer of the Other Party shall be regarded as an offer made by EET. In that case, the Agreement shall be concluded in accordance with the offer made by EET, provided that EET receives a written acceptance from the Other Party within ten (10) working days after submitting the offer, or if the Other Party has started carrying out the Agreement within ten (10) working days after submitting the offer.

ARTIKEL 4. PRICES AND RATES

- 4.1. All prices and rates shall be in euros and fixed for the duration of the Agreement, unless otherwise agreed in writing. The agreed prices and rates for Goods shall be in accordance with the applicable INCOTERMS "Delivered Duty Paid" (DDP).
- 4.2. Unless otherwise agreed in writing, prices include all costs related to the performance of the Other Party's obligations, including but not limited to costs for packaging, inspections,

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tests, certificates, loading/unloading and transport, insurance, and any costs for currency exchange or conversion. All prices are exclusive of VAT but inclusive of any other taxes and duties, including but not limited to environmental levies and import and export duties.

- 4.3. Services shall be performed for a total net final price stated in the Agreement. Notwithstanding this provision, parties may agree in the Agreement that all of some of the work shall be carried out for hourly rates or other unit charges specified in the Agreement. Unless otherwise agreed in writing, such rates include any travel and accommodation costs and travel time.
- 4.4. If parties have agreed that payment shall take place entirely or partly on the basis of rates, the Other Party shall keep records of the rates payable, showing the components that make up the total amount payable by EET. The Other Party shall provide a copy of such records within 14 working days after the end of each calendar month.

ARTIKEL 5. AMENDMENT OF THE AGREEMENT

- 5.1. EET shall have the rights to amend the content of the Agreement. EET shall have the right to make modifications and/or implement changes to drawings, models, instructions, specifications, and similar items related to the Agreement. EET shall notify the Other Party of the changes in writing as soon as possible.
- 5.2. After EET has notified that an amendment is being considered, the Other Party shall provide EET in writing with all data that are relevant for determining the consequences of the intended amendment.
- 5.3. The Other Party shall carry out all amendments required by EET (including amendments to the time schedule), provided that they are technically and organizationally feasible. If, in the opinion of the Other Party, a required amendment will have consequences for the agreed price and/or delivery date and/or the agreed schedule, the Other Party shall, before carrying out the amendment,

inform EET thereof in writing as soon as possible.

- 5.4. The consequences of amendments shall be agreed upon in writing in advance and invoiced separately. If, in EET's opinion, the consequences for the price and/or delivery date are unreasonable in relation to the nature and scope of the amendment, or if no agreement is reached on the consequences of amendments, EET has the right to terminate the Agreement by means of written notice to the Other Party, unless the consequences of the amendment do not justify termination. If EET proceeds to terminate the Agreement on the basis of the provisions of Article 12, EET shall not be obliged to compensate any damage suffered by the Other Party as a result of the termination.
- 5.5. In urgent cases or in cases where no agreement has been reached on the price as referred to in paragraph 4 of this Article, the Other Party shall nevertheless be obliged to immediately comply with an amendment order. The price associated with the amendment shall in that case be determined at a later date in consultation according to standards of reasonableness and fairness.
- 5.6. The Other Party is not entitled, without prior written permission from EET, to temporarily or permanently replace individuals who were initially charged with the performance of the Agreement, unless otherwise agreed in writing. EET shall not withhold its consent on unreasonable grounds and is entitled to attach further conditions to the permission. Any amendment shall have no effect on the applicable rates agreed for the originally designated individuals.
- If EET wishes other individuals for the performance of the Agreement because EET considers this important for proper execution of the Agreement, EET shall notify the Other Party in writing, stating reasons. The Other Party shall arrange for the replacement of individuals in question as soon as possible. The agreed rates shall then remain in force.
- In the event of any replacement of individuals as referred to in this article, their replacements

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shall possess at least equivalent qualifications in terms of expertise, training and experience.

ARTIKEL 6. BANK GUARANTEE

6.1. As additional security for the proper and timely fulfilment by the Other Party of all its obligations arising from the Agreement, EET may require security to be provided by the Other Party by means of an unconditional and irrevocable bank guarantee from a bank acceptable to EET.

ARTIKEL 7. INVOICING

- 7.1. The Other Party shall invoice in the manner prescribed in the Agreement.
- 7.2. The invoices shall in any case contain: the invoice number, EET's order number, and the item number(s), quantity(ies), and description(s). The invoice shall also comply with all statutory requirements, including but not limited to the VAT number of the Other Party.
- 7.3. The Other Party shall send the invoice electronically so that it can be received and processed electronically in accordance with the specifications provided by EET.
- 7.4. Payment shall be made on the basis of net invoice amounts within 30 calendar days after receipt of the invoice, provided that the following conditions have been met:
- i. The invoice complies with the provisions of Article 7.2;
 - ii. EET has accepted the Goods and/or Services in accordance with the provisions of Article 19.
- 7.5. Payment by EET shall in no way constitute a waiver of rights. Payments made prior to Acceptance shall always be subject to the suspensive condition of Acceptance.
- 7.6. EET is at all times entitled to set off amounts that it is or will be entitled to claim from the Other Party against amounts that EET is or will be obliged to pay to the Other Party.

ARTIKEL 8. PERFORMANCE IN A TIMELY MANNER AND PENALTIES

8.1. Delivery and/or performance of the obligations under the Agreement shall take

place at the agreed location and at the agreed time or within the agreed period. All periods specified by EET shall be strict deadlines, unless otherwise agreed in writing. The Other Party shall be in default by operation of law if it fails to meet a deadline. Delivery shall also include partial delivery.

- 8.2. In the event that a delay threatens to occur in the performance of its obligations under the Agreement, the Other Party shall immediately notify EET thereof in writing, stating the cause and possible consequences of the delay as well as the period within which the Other Party expects to be able to fulfil its obligations under the Agreement. The Other Party shall also propose reasonable measures to remedy such delay and to prevent it in the future.
- 8.3. Following receipt of the notification referred to in Article 8(2), EET shall inform the Other Party in writing within a period of 14 calendar days whether or not it agrees to the measures proposed by the Other Party, the possible consequences, and the stated period for performance. Approval of the proposed measures does not imply that EET acknowledges the cause of the impending delay and shall not affect any other rights or claims to which EET is entitled under the Agreement. If EET does not agree to the proposed measures, EET shall be entitled, without further notice of default and without being obliged to compensate any damage of the Other Party, to terminate the Agreement.
- 8.4. The Parties may agree in the Agreement on a penalty to encourage the Other Party to perform on time. The Other Party shall owe a penalty of 1% per week, up to a maximum of 10% per order, for exceeding one or more strict deadlines. The penalty shall not replace compensation by virtue of the law. The Other Party shall remain obliged to perform the relevant services as soon as possible after the expiry of the strict deadline, without prejudice to all other rights to which EET is entitled. No prior warning or notice of default shall be required for charging the penalty.

ARTIKEL 9. GUARANTEE

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- 9.1. The Other Party warrants that the Goods and/or Services delivered comply with the Agreement and possess the agreed characteristics, are free from defects, are suitable for the purpose for which they are intended, and comply with legal requirements and other applicable national and international regulations, in each instance as prevailing at the time of delivery.
- 9.2. Unless the Agreement, the applicable Gasunie Technical Standard(s), or the applicable laws and/or regulations provide otherwise, the Other Party shall grant a full warranty on the Goods and/or Services for a period of 24 months after Acceptance.
- 9.3. The Other Party shall remedy defects and/or imperfections during the warranty period within a reasonable period determined by EET. All costs arising therefrom shall be borne by the Other Party. Fulfilment of warranty obligations shall leave intact the provisions concerning liability.
- 9.4. The warranty and the full warranty period shall recommence after Acceptance by EET of the repairs performed, provided they are covered by the warranty conditions.
- 9.5. If the Other Party asserts that EET cannot invoke the warranty, the burden of proof shall rest with the Other Party.

ARTIKEL 10. INSURANCE

- 10.1. If the Goods and/or Services delivered form part of a project for which a Construction All Risks insurance (CAR insurance) has been taken out that provides coverage also on behalf of EET, the Other Party may, invoke such coverage, without prejudice to its statutory and contractual liability regarding delivery and/or performance of the obligations under the Agreement.
- 10.2. The CAR insurance documents, including its coverage and conditions, is available for inspection by the Other Party at EET. The Other Party is obliged to take note of this. Upon request, EET shall provide a copy.
- 10.3. In the event of damage for which the Other Party is liable and which is covered by the CAR insurance, the excess under this insurance policy and any claims over and above the covered amount shall be borne by the Other Party.
- 10.4. The Other Party is obliged to notify EET immediately, but no later than within 24 hours, of any accident, loss, or damage, as well as of any claim brought against anyone, related to delivery and/or performance of the obligations under the Agreement, regardless of whether the incident qualifies for compensation under any insurance policy. The Other Party is responsible for recording fully and adequately the damage and the causes which led to the damage.
- 10.5. The Other Party must have general third-party liability insurance (“aansprakelijkheidsverzekering voor bedrijven” or “AVB”) including coverage for employer’s liability with an insured sum per event of at least €5,000,000 (five million euros). The required insured amount must be fully available throughout the year. If EET deems it necessary, it may require a higher limit. The AVB shall provide coverage on a primary basis with co-insurance of EET and contains a waiver of right of recourse against EET. Only in the event of overlap between the aforementioned AVB and the Liability Section of the CAR policy may the AVB be secondary to the Liability Section of the CAR policy.
- 10.6. The Other Party will take out primary insurance for its equipment that is subject to the Motor Insurance Liability Act (“Wet aansprakelijkheidsverzekering motorrijtuigen” or “WAM”) according to the requirements of WAM also on behalf of Gasunie. This must cover the traffic risk and the working risk.
- 10.7. EET has the right to require that, in addition to the aforementioned insurances, other supplementary insurances be taken out. If such requirement is expressed after conclusion of the Agreement, EET will reimburse reasonable and proportional costs of the additional required insurance.
- 10.8. For the requested insurances and payment of the premium, EET shall, upon request, receive proof of coverage and payment of the insurance premium. This proof may be provided by submitting the valid insurance policy (including proof of payment) and/or the insurance certificate from the broker or insurer

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showing the requested coverage and confirming that payment has been made.

ARTIKEL 11. LIABILITY

11.1. The Other Party is liable for all damage and costs suffered and to be suffered by EET and third parties resulting from (i) an attributable failure, (ii) defects in the delivery and/or performance of the obligations under the Agreement, or (iii) wrongful acts or omissions on the part of the Other Party. The Other Party will provide full compensation for this damage with due regard for the provisions of the second paragraph of this article. The Other Party holds EET harmless against all claims by third parties in these matters.

11.2. If damage as mentioned in the first paragraph occurs and EET suffers damage itself and this damage is not covered by the CAR insurance referred to in Article 10, paragraph 1, the liability of the Other Party towards EET is limited to fifteen percent (15%) of the value of the Agreement, increased by the balance of additional/reduced work. If this amount is less than €500,000 (five hundred thousand euros), then the limited liability shall be €500,000. This limitation applies per Agreement or per further agreement (subcontract) if a framework agreement is in place.

11.3. This limitation does not apply to:

- a) excesses (single or cumulative) under the CAR policy as made available by EET;
- b) damage, in the event of intent or wilful recklessness on the part of that (those) individual(s) mentioned in article 11, paragraph 1;
- c) claims under indemnities provided by the Other Party;
- d) claims under guaranties/warranties provided by the Other Party, including necessary repair work;
- e) claims by EET against the Other Party under penalty clauses;
- f) claims under breach of confidentiality obligations.

In case of accumulation of paragraphs 2 and 3 sub e), the total liability shall not exceed 25% of the value of the Agreement, with a minimum of €500,000 (five hundred thousand euros).

11.4. For the purposes of Articles 10 and 11, employees of EET are deemed to be third

parties as mentioned in the first sentence of paragraph 1 of this Article.

11.5. If damage is caused to EET, the Other Party is obliged to repair the damage on its own initiative or upon notice from EET as soon as possible. EET is entitled to set a deadline for the repair within which the repair must be carried out. EET may, after written notice, assign the repair to third parties. The costs of repair shall be borne by the Other Party.

11.6. If damage is caused to vegetation on the area designated as a worksite by EET and this damage is the inevitable result of the performance of the Agreement, then this damage shall be borne by EET.

11.7. Instructions given by EET do not lead to any change or reduction in the liability of the Other Party.

11.8. The Other Party holds EET harmless against any damage and/or loss caused with, by, or to equipment that the Other Party uses under any title, including but not limited to ownership, hire, or lease. If the Other Party has taken out insurance against such damage, EET must be included as a co-insured on the policy on a primary basis.

11.9. The liability of EET is limited to a maximum of €500,000 (five hundred thousand euros) per Agreement or per further agreement (subcontract) if a framework agreement is involved. EET holds the Other Party harmless against all claims from third parties in these matters.

11.10. The Other Party and EET hold each other harmless with respect to consequential losses and/or indirect losses, such as loss of profit, loss of turnover, missed opportunities et cetera.

11.11. The liability of the Other Party is not limited by the existence of insurance policies.

ARTIKEL 12. TERMINATION AND DISSOLUTION

12.1. EET has the right at any time to terminate the Agreement with immediate effect, without stating reasons, in whole or in part, by means of written notice to the Other Party. In that case, EET is only obliged to compensate the Other Party at the pro rata price for the services delivered or goods already delivered and for obligations that the Other Party has already

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entered into for the performance of the Agreement at the time of termination, insofar as these are included in the agreed price. EET is not liable for any other loss or damage suffered by the Other Party as a result of the termination of the Agreement.

12.2. Any non-fulfilment of the obligations of the Other Party under the Agreement gives EET the right:

- a) to have the consequences of the failure repaired at the expense and risk of the Other Party;
- b) to take over the performance of the Agreement itself or to assign it in whole or in part to third parties at the expense and risk of the Other Party;
- c) to suspend its obligations under the Agreement;
- d) to claim full compensation;

all at EET's discretion and without prejudice to EET's other rights in connection with the failure, without EET being obliged to pay any compensation to the Other Party on any grounds whatsoever.

12.3. Without prejudice to its other rights, EET has the right to dissolve the Agreement in whole or in part with immediate effect by means of written notice to the Other Party if:

- a. the Other Party is in default;
- b. an application for suspension of payment or debt restructuring has been filed, an application for bankruptcy is made, an out-of-court settlement is offered to creditors, or the Other Party is declared bankrupt by irrevocable judgment, or suspension of payment is granted, or the application for debt restructuring is honored;
- c. the Other Party ceases its activities in whole or in part, transfers its activities to a third party, the majority of control in the Other Party changes, and/or the permits and/or authorizations required for its activities are withdrawn.

12.4. All claims that EET may have or acquire against the Other Party upon dissolution of the Agreement shall become immediately and fully due and payable.

12.5. If and insofar as the obligations of the Other Party under the Agreement consist of providing information on paper, digital information, and/or data carriers containing the results of the Other Party, the Other Party shall immediately after dissolution or termination of the Agreement by EET, in any manner whatsoever, transfer to EET ownership of all documents, data, and/or records created under the Agreement, in an appropriate manner and in a form editable by EET.

ARTIKEL 13. FORCE MAJEURE

13.1. In the event of a non-imputable failure in the performance of the obligations under the Agreement as referred to in Article 6:75 of the Dutch Civil Code (hereinafter: 'force majeure'), the parties shall immediately inform each other thereof, as well as of the expected duration. The performance of the obligations of the parties shall be suspended for the duration of the force majeure situation, unless this situation lasts longer than 20 working days or the nature of the Agreement opposes this. In both cases, each party is entitled to dissolve the Agreement without being obliged to pay any form of compensation.

13.2. Force majeure shall in any case not include: rain, storm, snow, ice, or other adverse weather conditions. Nor shall force majeure include: lack of personnel, strikes, illness of personnel, shortage of raw materials, transport problems, delayed delivery or unsuitability of goods required for the performance of the work, liquidity or solvency problems, or failure of third parties engaged by the Other Party. The aforementioned circumstances are at the expense and risk of the Other Party.

ARTIKEL 14. EXPERTISE, PERSONNEL AND SUBCONTRACTING

14.1. The Other Party is deemed to have full knowledge and expertise of the nature of the Goods and/or Services to be delivered, of the scope of all work associated with the performance of the Agreement, as well as of the conditions applicable thereto.

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- 14.2. The Other Party possesses all necessary qualifications for independently and under its own responsibility performing the Agreement.
- 14.3. The Other Party undertakes to deliver Goods and/or Services at least at the quality level customary in the Other Party's industry. The Other Party guarantees that the delivery of Goods and/or Services meets what EET may reasonably expect in this regard.
- 14.4. If and insofar as the Agreement is performed in whole or in part with EET's consent by one or more third parties, the Other Party remains jointly and severally liable to EET for the performance of the obligations under the Agreement. The Other Party indemnifies EET against claims for compensation of damage from third parties engaged by the Other Party.

ARTIKEL 15. MATERIALS

- 15.1. If EET supplies materials for the performance of the Agreement, these materials shall remain the property of EET. The Other Party shall visually inspect these materials provided by EET immediately upon receipt and report deviations in writing without delay. If the Other Party does not report immediately, it shall be deemed to have accepted the materials.
- 15.2. After the materials to be provided by EET have been made available to the Other Party at the agreed places and times, the Other Party is responsible for careful management, use, and maintenance of the materials. All materials not used for the performance of the Agreement must be made available by the Other Party to EET at the original delivery location, in such condition that they are suitable for use again in accordance with the relevant specifications. Materials that do not meet these specifications, missing or wasted materials shall be charged to the Other Party and included in the final settlement.
- 15.3. The assessment of the condition of the returned materials is reserved to EET and binding on the Other Party and shall take place within a reasonable period after return.

ARTIKEL 16. PERMITS, AUTHORISATIONS AND DISCHARGES

- 16.1. The Other Party shall at all times during the performance of the Agreement possess all necessary permits and/or authorizations.

ARTIKEL 17. SAFETY

- 17.1. The Other Party is obliged, when performing work, to comply with the laws and regulations of government, semi-government, licensing authorities, and EET in the field of safety, health, and environment. The Other Party shall do so in such a way that the safety of its personnel/staff, as well as of other persons in the (immediate) vicinity, is ensured and their health is protected, while the impact on the environment is minimized.
- 17.2. EET shall ensure a secured location.
- 17.3. The Other Party shall provide the necessary safety clothing and personal protective equipment for its personnel. The costs thereof shall be borne by the Other Party.

ARTIKEL 18. RESOURCES

- 18.1. All tools, including drawings, calculations, models, or specific instruments, required for the performance of the Agreement and made available by EET to the Other Party, or manufactured or purchased by the Other Party at EET's expense (hereinafter collectively referred to as "Tools"), shall remain or become the property of EET at the time of manufacture or purchase, subject to all further rights of EET.
- 18.2. The Other Party shall keep these Tools clearly marked as EET's property as a borrower and shall provide certificates of ownership upon EET's request.
- 18.3. The Other Party is obliged to inform EET of any imperfections or defects in the Tools provided or prescribed by EET, insofar as the Other Party knew or reasonably should have known them.
- 18.4. The Other Party shall use the Tools exclusively for the performance of the Agreement. It shall not, without EET's written consent, use the Tools for other purposes, copy or reproduce them, or transfer them in any form or manner to third parties or make them accessible to third parties.

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- 18.5. The Other Party is liable for loss of or damage to the Tools it uses. The Other Party shall compensate EET for the resulting damage, unless the loss or damage is the inevitable consequence of the performance of the Agreement.
- 18.6. All Tools shall be returned to EET upon first request, but no later than simultaneously with the termination of the Agreement to which the Tools relate.
- 18.7. The Other Party guarantees the safe and proper functioning of tools it uses in the performance of the Agreement and which originate from the Other Party or third parties. The Other Party warrants that these tools comply with the most recent regulations regarding safety, health, and hygiene.
- 18.8. The Other Party shall, upon EET's first request, cease using the tools referred to in paragraph 7 of this Article if, in EET's opinion, these tools are unsafe or unsuitable for the performance of the Agreement. In that case, the Other Party shall, as soon as possible and at its own expense and risk, arrange for the replacement of these tools.

ARTIKEL 19. CONTROL, INSPECTION AND ACCEPTANCE

- 19.1. Delivery does not imply Acceptance.
- 19.2. Within a reasonable period after delivery, EET shall (commission) inspect(ion) (of) the Goods and/or Services, including testing and/or examination. The Other Party shall provide reports, certificates, and other evidence to EET and shall provide the necessary assistance with personnel, equipment, and materials. Inspection does not imply Acceptance and does not release the Other Party from its obligations under the Agreement. Unless otherwise agreed, the costs of the inspection, except for the costs of EET's personnel or its authorized representative responsible for the inspection, shall be borne by the Other Party.
- 19.3. If control or inspection takes place at the initiative of the Other Party, EET must be informed in writing by the Other Party at least 5 (five) working days before the intended time, stating the time and place.

- 19.4. Based on the inspection, EET may:
- a) approve the Goods and/or Services; or
 - b) approve the Goods and/or Services conditionally, provided that the Other Party remedies one or more outstanding points within a period to be determined by EET; or
 - c) reject the Goods and/or Services.
- 19.5. In case of rejection, EET may instruct the Other Party to perform the Agreement in accordance with the agreed requirements within a reasonable period to be determined by EET, whereby EET has the right to give instructions. The provisions of this Article shall then apply mutatis mutandis. In case of re-inspection, all costs shall be borne by the Other Party. If the delivered Goods and/or Services are again rejected during the re-inspection, EET may terminate the Agreement and have the (remaining) work performed by a third party at the expense of the Other Party.
- 19.6. Rejection does not imply any postponement of the agreed delivery date, unless EET has agreed in writing to an extension.
- 19.7. Only when EET has approved the Goods and/or Services in writing, or in the case of conditional approval when the outstanding points have been remedied to EET's written satisfaction, shall Acceptance occur.
- 19.8. In the case of partial deliveries, EET shall only carry out preliminary inspections, and Acceptance shall not take place until the entire performance of the Agreement has been completed and provided that the other conditions for Acceptance have been met.
- 19.9. Without prejudice to the provisions of this Article, EET is entitled to carry out supervision, inspections, and progress checks during the performance of the Agreement. EET shall organize the inspections and progress checks in such a way that the progress of the work is hindered as little as possible. The Other Party shall provide the desired cooperation during supervision, inspections, and progress checks.
- 19.10. EET has the right to use Goods and/or Services before Acceptance, insofar as EET considers this desirable and/or necessary. Such use does not imply that the Goods and/or

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Services are deemed approved or accepted by EET.

- 19.11. Acceptance does not release the Other Party from its liability for any visible or hidden defects, regardless of whether EET has carried out an inspection.

ARTIKEL 20. TRANSFER OF RIGHTS AND OBLIGATIONS

- 20.1. The Other Party is not permitted to transfer the rights and obligations under the Agreement in whole or in part to third parties without EET's prior written consent. EET has the right to attach conditions to such consent.

ARTIKEL 21. AUDIT

- 21.1. The Other Party is obliged to maintain such administration that it shows the costs incurred for EET and the obligations entered into regarding the performance of the Agreement. EET also has the right to carry out quality audits.
- 21.2. EET, or an auditor appointed by EET, has the right to verify the administration and documentation of the Other Party and third parties involved by the Other Party in the performance of the Agreement (such as suppliers and service providers), insofar as this administration and documentation relate to the performance of the Agreement. For this purpose, the Other Party shall grant access to the administration and other relevant information available at the Other Party upon EET's first written request.
- 21.3. The Other Party shall ensure and agree with third parties involved by the Other Party in the performance of the Agreement (such as suppliers and service providers) that the aforementioned administrative documents, records, and digital data collections will be available for a period of at least 7 (seven) years after the expiry of the warranty period.
- 21.4. The Other Party shall stipulate these rights and obligations for the benefit of EET in the agreements with the third parties involved by it in the performance of the Agreement.
- 21.5. The parties acknowledge that it is not practical to audit the entire data collections over the

entire period to which the audit relates. The parties shall, in mutual consultation, where possible and necessary, apply statistically sound sampling and extrapolation techniques that have proven their usefulness in practice.

ARTIKEL 22. CONFIDENTIALITY AND CONFIDENTIAL INFORMATION

- 22.1. The parties shall maintain strict confidentiality towards third parties regarding all data and business information of the parties, which they should reasonably understand to be confidential, as well as all data designated as confidential by the parties that they become aware of during the performance of the Agreement. This does not apply to information that becomes generally known other than through a breach of Article 22, or to information that must be disclosed under any statutory obligation.
- 22.2. The Other Party shall also impose the confidentiality obligation of this Article on all its subordinates and/or employees and the non-subordinates/third parties engaged by it who become aware of the information referred to in 22.1 for the performance of the Agreement and guarantees compliance with these obligations.
- 22.3. EET may stipulate a penalty in the Agreement for breach of the confidentiality obligation. Payment of this immediately payable penalty does not affect the Other Party's obligation to compensate the damage resulting from the breach.
- 22.4. The parties have the right, in the event of the provision of confidential information to the receiving party, to request a confidentiality agreement. The receiving party shall ensure that confidential information of the providing party cannot come to the knowledge of persons who have not signed such an agreement and indemnifies the providing party against damage in this respect.
- 22.5. The confidentiality obligation remains in force even in the event of termination of the Agreement, on any grounds whatsoever, unless otherwise stipulated in the Agreement.

ARTIKEL 23. INTELLECTUAL PROPERTY RIGHTS

- 23.1. Unless otherwise agreed in writing, EET shall remain ownership of all data and documents made available by EET to the Other Party for the performance of the Agreement and which are owned by EET or on which EET's intellectual property rights apply, and the Other Party shall respect EET's rights in this regard. The Other Party is obliged to return all EET's data and documents immediately after termination of the Agreement or to destroy them at EET's written request.
- 23.2. If and insofar as the Other Party or any third party can enforce intellectual property rights attached to the delivered Goods, the Other Party grants EET an unlimited and unrestricted right of use in time and scope for the delivered Goods. The right of use also includes EET's right to grant third parties and/or its customers a right of use for the Goods.
- 23.3. Unless otherwise agreed, all copyrights that can be exercised anywhere and at any time regarding the results of the Services to be performed shall belong to EET.
- 23.4. Intellectual property rights also include moral rights as referred to in Article 25, paragraph 1 of the Dutch Copyright Act (*Auteurswet*).
- 23.5. The Other Party hereby waives, insofar as necessary, all personality rights that may accrue to it as referred to in Article 25, paragraph 1, sub a to c of the Dutch Copyright Act, to the extent that such waiver of rights is permitted by law.
- 23.6. Unless otherwise agreed, all intellectual property rights that can be exercised anywhere and at any time regarding the results of the Services performed shall belong to EET. The intellectual property rights shall be transferred by the Other Party to EET at the moment of their creation under the Agreement, which transfer EET hereby accepts in advance. EET also acquires the most comprehensive possible right of use of inventions applied or developed by the Other Party in the context of the performance of the Agreement. Unless otherwise agreed in writing, EET shall not owe the Other Party any separate compensation for this.

- 23.7. The Other Party guarantees EET's unrestricted and undisturbed use of the delivered Goods, as well as of inventions applied and/or developed by the Other Party in the context of the Agreement. The Other Party guarantees that it will not infringe the intellectual property rights of third parties in the performance of the Agreement. The Other Party indemnifies and holds harmless EET against claims from third parties for compensation of damage due to infringement of their intellectual property rights.
- 23.8. In the event of any infringement as referred to in paragraph 7 of this Article, the Other Party is obliged to acquire a right of use for EET, or if this is not possible, to replace the delivered Goods with equivalent Goods that do not infringe third-party intellectual property rights, or to modify the Goods so that the infringement is eliminated, all in consultation with EET and provided that the Goods continue to comply with the provisions of the Agreement and are suitable for their intended purpose.
- 23.9. If the Agreement involves the development of software or if the delivery of Goods also includes the provision of software, the Other Party is obliged, at EET's request, to deposit the source code thereof with an independent third party under conditions to be agreed upon, so that EET can access this source code in the event of the Other Party's bankruptcy or if the Other Party is otherwise unable or unwilling to maintain or supply the software.

ARTIKEL 24. PUBLICITY

- 24.1. The Other Party shall not be authorized, without EET's written permission, to publish or inform the press, press agencies, or any information-disseminating body or institution about the existence of the Agreement, its scope, the (construction) project of which the Agreement forms part, neither in text nor in illustrations, diagrams, articles, films, photographs, lectures, interviews, and the like. EET will not refuse its permission on unreasonable grounds and may attach conditions to its permission.

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24.2. The Other Party shall require its personnel/staff to comply with the prohibition set out in paragraph 1 of this Article.

24.3. EET shall be authorized to publish or inform the press, press agencies, or any information-disseminating body or institution that the Other Party has concluded the Agreement with EET. EET shall inform the Other Party of what is communicated. EET shall consider possible suggestions from the Other Party in this regard.

ARTIKEL 25. INTEGRITY, CONFLICT OF INTEREST AND USE OF EET'S RESOURCES

25.1. The Other Party is not permitted, under any name or pretext, to make any gift or promise of any kind, directly or indirectly, to persons employed by or working on behalf of EET, not belonging to the staff, nor to their family members, with the apparent intention of influencing the performance of the Agreement. If at any time such a gift or promise becomes apparent, this would be a ground for EET to terminate the Agreement.

25.2. The Other Party represents and warrants to EET that the Other Party and each of its affiliated companies, directors, officers, employees, agents, representatives, and, to the extent known to the Other Party, each of its subcontractors and their contractors and subcontractors, as far as they participate in the performance of the Agreement or any business arising therefrom:

- a. is aware of the anti-bribery legislation applicable to the performance of the Agreement and will comply with such legislation; and
- b. has not made, offered, or authorized, and will not make, offer or authorize, any payment, gift, promise, or other advantage, whether directly or through another person or entity, to or for the benefit of any government official or any other person, if such payment, gift, promise, or other advantage (i) constitutes unlawful bribery under anti-bribery legislation; and/or (ii) otherwise violates anti-bribery legislation.

25.3. The Other Party undertakes to notify EET immediately if it receives a request or becomes aware of any request from a government official or any other person for a payment, gift, promise, or other advantage of the type referred to in Article 25 paragraph 2(b) in connection with the Agreement or the business resulting therefrom.

25.4. The Other Party represents and warrants that the Other Party and each of its affiliated companies, directors, officers, employees, agents, representatives, and, to the extent known to the Other Party, each of its subcontractors and their contractors and subcontractors, as far as they participate in the performance of the Agreement:

- a. has conducted and will conduct all activities for the performance of the Agreement in compliance with applicable anti-money laundering laws and regulations;
- b. has not and will not attempt to conceal or disguise the origin, source, location, destination, movement, or ownership of goods, knowing that such goods are the proceeds of crime;
- c. and has not and will not engage in transactions with, or provide resources or support to, individuals or organizations associated with terrorism.

25.5. The Other Party shall respect EET's facilities, systems, buildings, intellectual property rights, and goods at all times and use them appropriately. Furthermore, the Other Party shall comply with all rules and regulations applicable to the use of EET's resources or when entering EET's buildings and premises.

ARTIKEL 26. EMBARGOES AND SANCTIONS

26.1. The Other Party declares and guarantees that, prior to and during the period of the Contract:

- a) The Other Party and its affiliated companies are not in breach of any national or international sanction, embargo or trade regulations ("Sanctions") applicable to it or them;
- b) The Other Party and its affiliated companies will, in connection with the Delivery under the Contract, act at all times

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in accordance with the Sanctions applicable to it, them or to Gasunie and its group;

- c) The Other Party and its affiliated companies and persons are not the subject of or subject to Sanctions, and the shares or control in the Supplier and its affiliated companies are not held in whole or in part by persons who are the subject of or subject to Sanctions.

26.2. The Other Party will inform Gasunie immediately if all or part of one of these declarations and/or guarantees is no longer correct or applicable.

26.3. The Other Party and its affiliated companies will ensure that all obligations and guarantees under this article are imposed on any third party that the Supplier or its affiliated companies concludes a contract with or uses in the performance of the Contract, or that assumes an obligation under the Contract or a part thereof.

26.4. EET has the right at all times, with immediate effect and at its own discretion, to take any action, including but not limited to suspension, cancellation ("opzegging") or dissolution ("ontbinding") of the Contract, to guarantee compliance with applicable Sanctions, without Gasunie being obliged to pay any form of damages or compensation to the Supplier and/or its affiliated companies or persons.

ARTIKEL 27. ENVIRONMENT

27.1. The Other Party recognises the environmental impact of its business activities and must ensure that it acts responsibly and works continually to minimise its impact on the environment. It will avoid or reduce waste and emissions resulting from its business activities. Efficient technologies aimed at minimising environmental impact must be applied wherever possible.

ARTIKEL 28. PROCESSING OF PERSONAL DATA

28.1. Insofar as the Other Party processes personal data for EET in the context of the performance of the Agreement, the Other Party shall be regarded as a processor within the meaning of

the General Data Protection Regulation (GDPR) and the Dutch GDPR Implementation Act (*Uitvoeringswet Algemene Verordening Gegevensbescherming*). The Other Party is not authorized at any time to use the personal data made available to it in any way, in whole or in part, other than for the performance of the Agreement, except if required by law.

28.2. EET shall have the right to obligate the Other Party to enter into a Data Processing Agreement in accordance with the model to be provided by EET. If EET does not deem this necessary, the provisions in Article 28 of the General Terms and Conditions shall apply to the delivery of Goods and Services by the Other Party, in accordance with the relationships as defined in Articles 24 and 28 GDPR.

28.3. In the case referred to in Article 28.1 of the General Terms and Conditions, the Other Party shall take appropriate technical and organizational security measures to protect personal data, as defined in Article 4 GDPR, against loss or any form of unlawful processing. Taking account of the state of the art and the execution costs, these measures shall ensure an appropriate level of security with a view to the risks associated with processing and the nature of them personal data to be protected. The measures shall also aim to prevent unnecessary collection and further processing of personal data. The Other Party shall document the measures in writing.

28.4. The Other Party shall process personal data, as defined in Article 4 GDPR, in a proper and careful manner and in accordance with applicable laws and regulations. The foregoing shall also apply in full to cross-border transfer and/or distribution and/or supply of personal data to non-EU countries.

28.5. The Other Party shall provide EET with full cooperation to enable data subjects within the meaning of Articles 15, 16, 17, 18, and 19 GDPR to (i) access their personal data, (ii) have personal data deleted or corrected, and/or (iii) demonstrate that personal data have been deleted or corrected if they are incorrect or, if EET disputes the data subject's position,

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record that the data subject considers their personal data to be incorrect.

28.6. EET is entitled at any time to verify whether the processing of personal data complies with the requirements of the GDPR and other relevant laws and regulations. The Other Party is obliged to grant EET or a third party engaged by EET full access and cooperation in the actual execution of the audit. Furthermore, the Other Party is obliged to provide EET with all information necessary to verify compliance with the obligations under the GDPR.

- liability/insurance (Articles 10 and 11);
- confidentiality (Article 22);
- intellectual property rights (Article 23);
- applicable law/disputes (Article 30).

ARTIKEL 29. INVALID AND VOIDABLE PROVISIONS

29.1. If one or more provisions of these General Terms and Conditions are invalid, void, or voidable, this shall not affect the validity of the remaining provisions. Such provision shall be replaced by a provision which is as similar as possible to the purpose and intent of the original provision.

ARTIKEL 30. GOVERNING LAW / DISPUTES

30.1. The Agreement and all obligations arising therefrom shall be governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) ("Vienna Convention") is hereby excluded.

30.2. All disputes arising from the Agreement or obligations resulting therefrom between the parties, as well as disputes relating to these General Terms and Conditions, shall be referred exclusively to the competent court in Groningen, unless the parties have agreed otherwise in writing.

30.3. Under no circumstances whatsoever shall a dispute between parties constitute a ground for the Other Party to suspend fulfilment of its obligations under the Agreement.

ARTIKEL 31. SURVIVING PROVISIONS

31.1. Provisions that are by their nature intended to survive termination of the Agreement shall so survive termination. These provisions include, in any case:

- warranty's (Article 9);

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SUPPLEMENTARY PROVISIONS FOR THE DELIVERY OF GOODS

ARTIKEL 32. DELIVERY, PACKAGING AND SHIPPING

- 32.1. Goods shall be Delivered Duty Paid (DDP) at the agreed location, at the agreed time and/or within the agreed term. The delivery shall be subject to the prevailing International Commercial Terms (Incoterms), issued by the International Chamber of Commerce in Paris.
- 32.2. Services that form part of the delivery shall be specified in the Agreement. If installation by the Other Party has also been agreed as part of the delivery, delivery shall not be deemed complete until the services to be performed/provided by the Other Party have been completed to EET's satisfaction, as evidenced by an acceptance protocol signed by EET following the conclusion of successful acceptance tests. Furthermore, delivery shall not be deemed complete as long as the documentation to be delivered by the Other Party as part of and/or in connection with the delivery has not been provided to EET.
- 32.3. Insofar as indicated in the Agreement or if requested by EET at a later stage, the Other Party shall submit a quality control plan for approval to EET within 2 (two) weeks after conclusion of the Agreement or after receipt of the relevant request.
- 32.4. The deadlines and delivery times indicated in the Agreement are strict and final deadlines.
- 32.5. The Other Party shall package and/or secure the delivery in such a way that it reaches the destination in good condition and can be safely delivered by the appropriate means of transport for the delivery. Requirements set by EET regarding packaging and/or securing shall be carefully observed by the Other Party. If requested to do so by EET, the Other Party must be responsible for returning or removing or arranging the removal of the packaging materials, at the Other Party's expense. Consignments that do not comply with the provisions in this paragraph may be refused by EET.

- 32.6. Cash-on-delivery consignments will not be accepted.

ARTIKEL 33. TRANSFER OF OWNERSHIP AND RISK

- 33.1. The risk attached to the Goods shall be transferred after delivery and Acceptance of the Goods in accordance with the provisions of these General Terms and Conditions.
- 33.2. Ownership of the Goods shall transfer to EET upon delivery in accordance with these General Terms and Conditions. EET shall have the right to stipulate that it acquires ownership of the Goods at an earlier time. In that case, the Other Party shall clearly mark the Goods as being the property of EET and shall indemnify and hold harmless EET against loss, damage, and the exercise of rights by third parties.

ARTIKEL 34. PREPARATION, EXECUTION AND COORDINATION

- 34.1. The Other Party is obliged to ensure proper coordination of all work/activities and of those involved in the delivery or otherwise working on the site.

ARTIKEL 35. AVAILABILITY OF MAINTENANCE AND SPARE PARTS

- 35.1. If the Agreement stipulates that the Other Party is obliged to carry out maintenance work and/or supply spare parts, the Other Party guarantees that maintenance as well as spare parts necessary for the repair and maintenance of Goods shall remain available at reasonable prices and/or rates for a period of ten (10) years after the final delivery of the Goods concerned to EET, unless the Agreement stipulates a different term.