

STORK GENERAL PURCHASE CONDITIONS BELGIUM – JANUARY 2022

1. Definitions

Agreement:	the contract concerning the Supply, including the Purchase Order(s), Purchase Conditions and appendices, which have been signed by the Supplier and the Buyer;
Buyer:	the Entity within the Stork group that has signed the Agreement;
Buyer Information:	information or data of the Buyer and customers of the Buyer, which is disclosed to the Supplier by or on behalf of the Buyer or by an Entity within the Stork group for the purpose of the performance of the Agreement;
Buyer Items:	items owned by the Buyer, including raw materials, semi-finished products, materials and parts, models, specifications, drawings, manuals, samples, hardware, software, data and information carriers, which are provided to the Supplier by or on behalf of the Buyer or by an Entity within the Stork group for the purpose of the performance of the Agreement;
Data Subject:	an identified or identifiable natural person who can be identified directly or indirectly, in particular on the basis of an identification number or one or more factors that are specific to his physical, physiological, genetic, psychological, economic, cultural or social identity;
Delivery:	the completion and transfer of the Supply;
Entity within Stork Group:	every person that is affiliated with Stork Technical Services Holding B.V. according to Article 1:20 of the Companies and Associations Code or which is designated as such by the Buyer.
Party:	the Supplier or the Buyer;
Parties:	the Supplier and the Buyer jointly;
Personal Data:	information concerning a Data Subject;
Purchase Conditions:	these Stork General Purchase Conditions of October 2021, as amended on a regular basis;
Purchase Order:	every individual written or electronic request, work statement or order form from the Buyer for the purpose of ordering the Supply;
Restricted Jurisdiction:	countries or states subject to comprehensive trade sanctions or embargos, which may be changed from time to time by the government authorities concerned;
Restricted Party:	i) every natural or legal person that comes under national, regional or multilateral trade or economic sanctions on the basis of applicable legislation; ii) every natural or legal person included in the sanctions lists of the United Nations, the European Union (EU) or the Consolidated Lists of a Member State of the EU, the US Department of the Treasury Office or Foreign Assets Control Lists, non-proliferation sanctions lists of the US State Department or the List of Denied Persons of the US Department of Commerce, which apply from time to time;
Supplier:	the entity that has agreed to deliver the Supply to the Buyer on the basis of the conditions of this Agreement;
Supplier Information:	information or data of the Supplier or licensed to the Supplier with the right to grant sublicenses to third parties, which sublicenses are realised independently of the delivery of the Supply, as can be demonstrated satisfactorily by the Supplier, from which the services or the Work are derived or which are otherwise required for the effective delivery of the Supply on the basis of the Agreement;
Supply:	the goods to be delivered, including products, hardware, software etc., the services to be provided and/or the Work to be realised, as specified in the Agreement and/or the Purchase Order in question;
Work:	the work of a material nature to be created and delivered by the Supplier;

2. Applicability and deviations

- 2.1 The applicability of the general terms and conditions applied by the Supplier is hereby expressly rejected.
- 2.2 Several additional provisions (articles 19 up to and including 29), which form an integral part of the Purchase Conditions, also apply to the contracting of Work.
- 2.3 Several additional provisions (articles 30 up to and including 33), which form an integral part of the Purchase Conditions, also apply with respect to the supply of IT products and related services.
- 2.4 Deviations from the Purchase Conditions are only valid if they have been agreed in writing.
- 2.5 Without prejudice to the possibility in article 13.5, the Buyer may adjust and/or change the Purchase Conditions at any time and it will inform the Supplier of such changes within a reasonable period.
- 2.6 Occasional deviations from the Purchase Conditions do not give the Supplier the right to invoke such previous deviations in the future in comparable situations.
- 2.7 Unless expressly indicated otherwise in the Agreement, the Parties do not grant exclusivity or any guarantee with respect to a minimum as regards volume or orders.
- 2.8 Unless expressly agreed otherwise, these General Purchase Conditions apply to all legal relationships between the Parties.

3. Agreement

- 3.1 All offers made by the Supplier are irrevocable and apply for a period of 90 (ninety) calendar days, unless agreed otherwise.
- 3.2 The Buyer has the right to terminate negotiations without stating reasons and without any obligation to pay compensation, except in the case of intent or serious error. Purchase Orders placed by the Buyer can be withdrawn as long as no agreement has been concluded on the basis of that Purchase Order in accordance with article 3.3.
- 3.3 Agreements or changes thereto are only concluded between the Buyer and the Supplier at the moment that:
 - the Buyer has accepted an offer from the Supplier in writing and has confirmed it by means of a Purchase Order; or
 - the Supplier has signed a Purchase Order from the Buyer and has returned it to the Buyer; or
 - the Supplier has commenced performance of the Supply in accordance with the Buyer's Purchase Order.
- 3.4 If and insofar as the Supplier sends the Buyer an order confirmation that deviates from the original Purchase Order, the Buyer will only be bound by this after it has accepted the deviation in question expressly and in writing. Acceptance of the Supply and/or payments made to the Supplier do not mean that the Buyer has accepted a deviating order confirmation.
- 3.5 All Purchaser Orders of the Buyer issued to the Supplier are subject to the Agreement between the Parties. If the Buyer and the Supplier agree provisions in the Agreement or the Purchase Order that deviate from provisions in these Purchase Conditions, the specific provisions of the Agreement or the Purchase Order will prevail in the following order: 1) Purchase Order; 2) Agreement; 3) Purchase Conditions.
- 3.6 If the Buyer refers in the Agreement or in the appendices to technical, safety, quality, environmental or other regulations not attached in an appendix to the Agreement, the Supplier will nevertheless be deemed to be familiar with these, unless the Supplier informs the Buyer of the contrary immediately and in writing, after which the Buyer will inform the Supplier of these regulations.
- 3.7 In case drawings, specifications, directions, inspection regulations etc. made available or approved by the Buyer are used in the performance of the Agreement, these will form an integral part of the Agreement.

4. Delivery

- 4.1 All Deliveries must take place at the agreed moment or within the agreed time schedule and for the agreed price. If and insofar as the Supply consists of goods, Delivery will take place Carriage Paid including duties (DDP, Incoterms 2020) at the address and time indicated by the Buyer.
- 4.2 All agreed delivery times and other moments agreed between the Buyer and the Supplier are considered to be strict deadlines. Therefore, the mere exceeding of an agreed term means that the Supplier is in default with immediate effect, without such requiring a further notice of default, written or otherwise.
- 4.3 In the event the Supplier must pay the Buyer a fee on account of late or defective Delivery, this fee will never take the place of any right to compensation on the part of the Buyer and the Buyer will remain fully entitled to claim specific performance, suspension and/or dissolution of the Agreement in question or compensation of the damage in excess, in addition to this fee.
- 4.4 If it is impossible or the risk exists that it will be impossible for the Supplier to comply with its obligations in time, it will be obliged to notify the Buyer thereof immediately.
- 4.5 The Buyer will not accept partial Deliveries, unless this has been agreed in advance and in writing with the Supplier and without additional cost for the Buyer.
- 4.6 The Buyer will not accept a Delivery earlier than agreed, unless this has been agreed in advance and in writing with the Supplier and without additional costs for the Buyer.
- 4.7 In the event the Buyer is unable to accept the delivery of the Supply or cooperate with the Delivery as a result of force majeure, including any failure on the part of its purchasers, postponement of delivery to its purchasers and/or non-performance or cancellation of orders by its purchasers, the Supplier will be obliged to postpone the Delivery at the Buyer's request, without additional costs for the Buyer, for a reasonable period to be determined by the Buyer, and, if and insofar as the Supply consists of goods, keep these properly packed, identifiable and separately stored and safe and insured.
- 4.8 If an acceptance test was agreed, receipt of the confirmation sent by the Buyer to the Supplier as referred to in article 10.7 of these Purchase Conditions will apply as the moment of Delivery.

5. Supply

- 5.1 The Supplier cannot alter the Supply unless this has been approved in advance and in writing by the Buyer and the alterations do not result in a disadvantage for the Buyer. An alteration as referred to above will never result in a higher price than the original price of the Supply. If and insofar as the Supply consists of goods and the Buyer has agreed to the use of replacement goods, the price of the Supply will be reduced reasonably in order to be in accordance with the use of those replacement goods.
- 5.2 At the request of the Buyer, the Supplier will be obliged to provide without delay and free of charge the technical support required for the use and/or commissioning of the Supply or have it provided by a third party.
- 5.3 The Supplier is required to keep the Buyer informed free of charge of all new developments related to the Supply, including but not limited to technical developments and environmental aspects.
- 5.4 The Supplier is required to comply with any special requirements set by the Buyer in connection with the Supply with due care, including but not limited to packaging materials, transport protection and/or safety requirements. The Buyer is not required to accept the Supply if these special requirements are not satisfied during the Delivery.
- 5.5 The Supplier commits that at the request of the Buyer it will take back the packaging material used by it for its own account and risk. The Buyer also has the right to return this material to the Supplier for its account. Any loaned packaging made available by the Buyer will be returned to the Buyer by the Supplier with due care and insured and free of charge if so requested.
- 5.6 The Supplier ensures that the services are provided in accordance with the agreed service level measured on the basis of the regular performance indicators. This service level is determined in the Agreement. If the Parties did not include the service level, the Supplier will comply at least with the generally-accepted industry standard. Failure to comply with the required service level may result in a fee in accordance with the provisions of article 4.3 and in such cases the Supplier will be obliged to initiate structural improvements and solutions in order to prevent future failures.

6. Transfer of title and risk

- 6.1 If and insofar as the Supply consists of goods, ownership of the Supply will pass to the Buyer at the moment the risk passes to the Buyer in accordance with the Incoterms referred to in article 4.1 of these Purchase Conditions. If the Buyer has already made payments to the Supplier prior to the Delivery of goods, ownership of the Supply will pass to the Buyer at the moment of payment up to the amount paid. However, the risk never passes (not even in part) to the Buyer before the moment determined in the aforementioned Incoterms.
- 6.2 If the Supplier agrees to install or assemble the Supply, the Supplier will bear the risk until the Buyer commissions the installed/assembled Supply, such subject to the Buyer's acceptance and written confirmation in accordance with article 10.7 of these Purchase Conditions.
- 6.3 In case the Buyer provides Items of the Buyer to the Supplier for the performance of the Agreement, these Items of the Buyer will remain the Buyer's property, including its intellectual/industrial property rights. The Supplier will keep these Items of the Buyer in its possession, separately and clearly indicated as the Buyer's property, as borrower and store these Items of the Buyer in sound

and safe circumstances and bear the risk of the loss and/or destruction of these Items of the Buyer. In case of a possible postponement of payment or bankruptcy on the part of the Supplier, the Supplier will inform the Buyer thereof immediately and afford the Buyer sufficient time to collect the Buyer Items. The Supplier is obliged to insure the Buyer Items for its own account for as long as the Supplier borrows these Items of the Buyer. The Supplier will use these Buyer Items or have them used exclusively for performance of the Agreement and return these Buyer Items to the Buyer immediately and for its own account as soon as the Agreement has been performed, is dissolved or otherwise ends or when it is established that no Agreement was concluded.

- 6.4 If and insofar as the Supplier forms a new good using one or more Items of the Buyer, this new good will be deemed to have been created by the Buyer itself. The Supplier will keep this new good in its possession on behalf of the Buyer (the owner) and, if so requested, provide an ownership declaration to the Buyer.
7. **Prices, invoices and payment**
 - 7.1 The prices are exclusive of VAT and fixed for the duration of the Agreement unless the Parties have agreed a different term of validity.
 - 7.2 Additional costs not expressly accepted in writing in advance by the Buyer do not qualify for payment.
 - 7.3 In the event the Buyer requests a pro forma (provisional) invoice on the basis of the Agreement or Purchase Order, the Supplier will send a pro forma invoice within at most 10 (ten) working days to be calculated from the Delivery for the purpose of obtaining the Buyer's approval before submission of the actual invoice. In such cases, actual invoicing will only be allowed following the above-mentioned approval of the pro forma invoice by the Buyer. The Buyer will approve or reject every item on the pro forma invoice within 10 (ten) working days after receipt of the pro forma invoice concerned. If the Buyer does not approve or reject the pro forma invoice within 10 (ten) working days, the Supplier will have the right to submit the actual invoice based on the pro forma invoice. If the Buyer does not approve nor reject the pro forma invoice, such will not mean implicitly that the Buyer accepts the Delivery or approves the invoices.
 - 7.4 The Supplier will send the actual invoice, including only the approved items, to the Buyer within 60 (sixty) calendar days after receipt of the Buyer's approval referring to the actual invoice date.
 - 7.5 Invoices will always show the actual invoice date and not the invoice date of the pro forma invoice. The Buyer will pay within 60 (sixty) calendar days after the actual invoice date. The Buyer is allowed to apply a 2% deduction to the gross amount if the Buyer pays within 14 (fourteen) calendar days after the actual invoice date.
 - 7.6 Payment by the Buyer does not constitute any acknowledgement that the Supply has been performed in accordance with the Agreement.
 - 7.7 The Buyer has the right to set off monetary claims of the Supplier against the Buyer against the Buyer's claims against the Supplier without prior notice of default.
 - 7.8 The Supplier is obliged to give the Buyer written notice of default if the Buyer fails to comply with its obligations in time. If the Buyer owes interest in connection with a failure to comply with its obligations in time, this interest will be equal to the refinancing rate of the European Central Bank (ECB).
 - 7.9 A failure on the part of the Buyer to comply with its obligations in time does not release the Supplier from its obligations towards the Buyer or any other Entity within the Stork group.
 - 7.10 The Supplier accepts full and exclusive responsibility for payment of all social security charges, contributions and taxes that may be imposed or demanded at any time and commits to comply with the tax and social security regulations, as well as every other obligation applicable to it in connection with the Supplier's staff that it deploys. These can in no event be charged to the Buyer. The Supplier therefore indemnifies the Buyer for any damage it may suffer in connection with claims relating to this.
8. **Obligations of the Supplier**
 - 8.1 The Supplier is obliged to assure itself each time of the purpose of the Supply and the circumstances in which the Delivery is to take place.
 - 8.2 The Supplier acknowledges the Buyer's objectives as regards the Supply and it will support them actively:
 - i) Continuous cost control and cost savings;
 - ii) Continuous improvement of the Supply and the Delivery (performance, value, risk, safety, quality and technological innovation);
 - iii) The required flexibility for optimal facilitation of the activities of the Buyer;
 - iv) Unburdening the Buyer by managing the Delivery using Supplier's expertise, experience and knowledge.
 - 8.3 The Supplier guarantees that:
 - the Supply is fully suitable for the proposed use in accordance with its nature and/or the Purchase Order;
 - the Supply corresponds to the written (functional, technical etc.) requirements set out in the Purchase Order, specifications, drawings, calculations and/or other documents provided by the Buyer to the Supplier, and to the Buyer's other reasonable expectations;
 - if and insofar as the Supply consists of the provision of a service, the Supplier will observe the degree of care that may be expected of a good contracting party and it will always provide the services to the best of its abilities, in accordance with all requirements and instructions of the Buyer, and report fully on the progress at its own initiative;
 - the Supply is of sound quality and free from defects, design errors, implementing errors and/or defective materials and that new materials are used and that competent personnel are deployed for the purpose of the Supply at all times;
 - the Supply includes all relevant components, resources, accessories, tools, spare parts, certificates, declarations, software, licences, assembly instructions, user manuals, specifications, drawings, reports, tax information and other documents, even if they are not mentioned by name;
 - the Delivery complies with all applicable legislation and regulations;
 - the Supply never infringes the rights of third parties, including intellectual/industrial property rights (such as but not limited to patent, trademark or design rights or copyrights), confidential information and/or knowhow;
 - all subcontractors and/or other Parties used by the Supplier for the purpose of the Supply ("subcontractors") are bound by these Purchase Conditions; and
 - the Buyer will be able to purchase or acquire from the Supplier all components for the repair and/or replacement of the Supply or part thereof, as well as any maintenance necessary to keep the Supply in good condition, against prices in line with the market for a period of at least 5 (five) years as from the last date of the Delivery on the basis of the Agreement.
9. **Warranty period and remedy of defects**
 - 9.1 The Buyer is not obliged to inspect the Supply during or after Delivery and it will notify the Supplier in writing of complaints within a reasonable term after discovery of the defect, error or irregularity concerned.
 - 9.2 If and insofar as the Supply consists of the provision of services, the Supplier will be obliged in any event to provide the services concerned again or adjust them for its own account, or grant a price reduction, such to be decided by the Buyer, if it becomes clear within 12 (twelve) months after the Delivery that the Supply does not comply with the guarantees based on article 8 of these Purchase Conditions and/or otherwise constitutes a defective performance.
 - 9.3 If and insofar as the Supply consists of goods, defects that are discovered within 24 (twenty-four) months after the Delivery are always covered by the warranty period and the Supplier will be obliged to handle these as follows:
 - defects must be remedied as soon as possible, and in any event within the reasonable term imposed by the Buyer, by means of repair or replacement, such to be decided by the Buyer, in the location indicated by the Buyer;
 - if the Supplier fails to comply properly with its obligation to repair or replace within the term set by the Buyer, as well as in urgent cases and if repair and/or replacement is not desirable in the opinion of the Buyer, the Buyer will have the right to perform or have performed all acts that are necessary and such for the account and risk of the Supplier;
 - in the event repairs or replacements take place during the warranty period, the warranty period for the repaired or replaced goods and for all goods that could not be used as a result of the defect, will start again from the moment the goods are commissioned after the repairs or replacements. The ownership and risk of the replaced goods will pass to the Supplier as from the moment of replacement and the Supplier will be obliged to collect these goods or have them collected immediately, unless the Buyer indicates that it wishes to keep these goods for investigation;
 - the Supplier is aware that the Buyer may deliver and/or resell the Supply to its purchasers all over the world. This further delivery does not exclude complaints by the Buyer on the basis of the warranty or in connection with defects and the Supplier will be obliged to resolve defects in accordance with the provisions of this article 9.3 as well. The Buyer has the right to transfer all or part of its rights on the basis of the warranty to its purchasers.
 - The Buyer in any event has a warranty period of three years for defective products or materials for which the producer is liable on grounds of the Product Liability Act of 25 February 1991.
 - 9.4 The Supplier is obliged to bear all costs that have to be incurred for the remedy of errors, defects and/or irregularities, including but not limited to the costs of materials, loss of data, transport, travel and accommodation, assembly and disassembly and other labour costs.
 - 9.5 None of the provisions of this article 9 releases the Supplier from its statutory liability and the Buyer can always claim alternative compensation.
10. **Testing, Inspection and Acceptance Test**
 - 10.1 At the initiative of the Buyer, testing and/or inspection of the Supply can be carried out by or on behalf of the Buyer, including but not limited to the quality, performance, continuous improvement of the Supply. The Supplier will record on a regular basis details concerning the specified Key Performance Indicators (KPIs) agreed by both Parties and provide these to the Buyer. Testing and/or inspections are possible at the Supplier prior to the Delivery or at the Buyer or a purchaser of the Buyer after and during the Delivery. In case testing/inspections take place at the Supplier, the Supplier will have to have the Supply ready for testing/inspection at that moment so that the agreed-dates of Delivery can be met.
 - 10.2 The Supplier is required to cooperate in the testing/inspection without additional costs for the Buyer and provide reasonable assistance at the Buyer's request in the form of personnel and materials for the testing/inspection. All costs for or in connection with the testing/inspection, with the exception of the costs of the Buyer's employees or other persons designated by the Buyer as its representatives, are for the account of the Supplier. If the Buyer rejects the Supply during the testing/inspection, the Supplier will be obliged to immediately offer a repaired, replacement or previously lacking Supply for testing/inspection.
 - 10.3 If the Buyer rejects the Supply during the testing/inspection or if the testing/inspection is delayed due to reasons that are not attributable to the Buyer, all additional costs and all costs of follow-up investigations/inspections (this time also including the costs of the Buyer's personnel or other persons designated by the Buyer as its representatives) will be for the account of the Supplier.
 - 10.4 If the Buyer rejects the Supply, such will never result in postponement of the agreed Date of Delivery and the Buyer otherwise retains all of its other rights. A testing/inspection of the Supply by or on behalf of the Buyer that has been approved by the Buyer does not constitute acknowledgement that the Supply complies with the guarantees pursuant to article 8 or corresponds to the Agreement concluded between the Buyer and the Supplier.
 - 10.5 The Buyer and the Supplier may agree an acceptance test in order to determine whether the Supply complies fully with the Agreement. Prior to this acceptance test, the Buyer and the Supplier will have to determine jointly which procedure will be applied for the acceptance test and when and how the Supplier will present the Supply to the Buyer for that purpose.
 - 10.6 The Supplier commits that it will deliver the Supply correctly the first time, which means that if the Supplier knows, suspects or can reasonably presume that the Supply will not pass the acceptance test, it will not present the Supply for inspection and the acceptance test will be deemed to have failed.
 - 10.7 If the acceptance test has been completed successfully, the Buyer will send written confirmation thereof to the Supplier, indicating, if applicable, minor defects that do not preclude the commissioning of the Supply. The Supplier will be obliged to remedy these free of charge within five working days after receiving the written confirmation or as otherwise expressly agreed. Receipt by the Supplier of the aforementioned written confirmation applies as the moment of Delivery.
 - 10.8 If the acceptance test has not been completed successfully in whole or in part, the Supplier will adjust the Supply free of charge and within 5 (five) working days after the acceptance test in such a manner that a subsequent acceptance test will be completed successfully. Thereafter, the Supply will be subjected to an acceptance test again in accordance with the provisions of this article. All costs related to this new acceptance test are for the account of the Supplier.
 - 10.9 If an acceptance test produces an unsuccessful result more than 2 (two) times, the Buyer will have the right to suspend or dissolve the Agreement with the Supplier with immediate effect, without being obliged to pay any compensation and/or costs.

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11. Audits

- 11.1 The Buyer has the right at all times to carry out checks, audits and/or other investigations or have these carried out by third parties with respect to the performance of the Supplier on the basis of the Agreement and/or the Supplier's entire business operations, including but not limited to the financial position, accounting information, business processes, safety procedures and security policy. In connection with this, the Buyer may demand copies of all documents it deems relevant and make copies itself. Notwithstanding article 13 below, serious failures identified by the audit or other investigations may, at the request of the Buyer, result in immediate suspension of the Agreement. The Supplier is responsible for submission of a recovery plan within 5 (five) working days, which must be approved by the Buyer. If the Supplier fails to do so or if the Buyer does not approve the plan, the Buyer will have the right to dissolve the Agreement or Purchase Order, without being obliged to pay compensation.
- 11.2 The Supplier guarantees that the Buyer is also able to exercise the rights it has pursuant to this article towards all parties that are involved in the performance of the Agreement by the Supplier.

12. Intellectual property rights and confidentiality

- 12.1 Notwithstanding any moral copyrights, all intellectual property and other rights to and interests in the Supply are vested exclusively in and/or accrue fully to the Buyer and will be transferred by the Supplier to the Buyer immediately after the realisation or creation thereof. The Buyer and Supplier commit to stipulate the fee and the scope of the transfer by Agreement. The Supplier will issue and perform all instruments, deeds or acts that are required for the creation and allocation of these rights to the Buyer. The Supplier hereby waives irrevocably or will obtain all required waivers for the benefit of the Buyer concerning all moral or other non-transferable rights to the Supply.
- 12.2 The Supplier commits not to exercise its moral rights.
- 12.3 The Supplier commits that: (a) it will use Buyer Information exclusively for the purpose of delivering the Supply; and (b) it will not disclose Buyer Information to third parties without the prior, written approval of the Buyer. These provisions will not apply to Buyer Information if the Supplier is able to demonstrate that it was known lawfully or became known without confidentiality or that Buyer Information was publicly available without any act or omission on the part of the Supplier. At the request and discretion of the Buyer, the Supplier will destroy or return to the Buyer all documents in the Supplier's possession that contain Buyer Information.
- 12.4 The Supplier will impose all obligations arising from this article also on all of its subordinates and non-subordinates that become aware thereof, and guarantees that these parties also comply with the obligations referred to above.
- 12.5 The Buyer acquires the perpetual right of use concerning all operational data and Supplier Information that were delivered to the Buyer during and prior to the Agreement, in which connection the Buyer commits to respect the legislation concerning personal data protection, if necessary.

13. Failure, suspension and termination

- 13.1 The Supplier is in default by operation of law if the Supplier fails to comply with its obligations arising from the Agreement. In the above-mentioned case and also in case of a (petition for) bankruptcy, postponement of payment, liquidation or cessation of the operating activities, the withdrawal of relevant permits or licences, the seizure of all or part of the company assets or goods intended for the performance of the Agreement and/or the takeover of the Supplier by a third party, the Buyer will have the right, without requiring further notice of default, to suspend all of its possible obligations towards the Supplier and terminate all or part of the Agreement with immediate effect, without court intervention. In such cases, the Buyer will not be liable to pay any compensation and the Buyer may fully exercise all rights vested in it pursuant to the law or on the basis of the Agreement.
- 13.2 If the Buyer considers that there is good reason to fear that the Supplier will not comply with its obligations arising from the Agreement towards the Buyer properly or in time, the Supplier will be required, at the Buyer's first request, to provide sufficient security for full compliance with all of its obligations immediately and in the form requested by the Buyer, including transfer or assignment of subcontracts between the Supplier and its subcontractors.
- 13.3 All possible judicial and extrajudicial costs incurred by the Buyer as a result of a failure on the part of the Supplier to comply with its obligations, also expressly including the costs related to sending demand letters, obtaining legal advice, making settlement and other proposals, as well as all (preparatory) acts, are for the Supplier's account and must be paid in full. All claims the Buyer shall have or acquire against the Supplier in the cases referred to above, will be immediately due and payable in full.
- 13.4 In the event the Supplier fails to comply with article 16 of these Purchase Conditions, the Buyer will have the right to terminate the Purchase Order and/or the Agreement with immediate effect and without court intervention.
- 13.5 Without prejudice to any other contractual or legal right of the Buyer, the Buyer and the Supplier can terminate the Agreement that has been contracted for a period of more than 12 months, without stating reasons, by means of written notification three months in advance, unless expressly agreed otherwise in the Agreement.

14. Liability, indemnification and force majeure

- 14.1 If the Supplier attributably fails to comply with its obligations arising from the Agreement, the Supplier will be liable towards the Buyer for compensation of all direct and indirect damage sustained and to be sustained by the Buyer.
- 14.2 The Supplier indemnifies the Buyer against all financial and other consequences of claims of third parties that are connected in any way to the compliance with its obligations arising from the Agreement.
- 14.3 The Supplier is required to arrange for adequate insurance against all liability arising from its legal relationships with the Buyer or pursuant to the law and it is subject to an obligation to investigate in this regard. Upon the Buyer's first request, the Supplier will allow inspection of the insurance policies taken out for this purpose.
- 14.4 In case of force majeure, the Supplier will have the right to suspend compliance with its obligations arising from the Agreement. If and insofar as there is temporary force majeure and the Supplier has notified the Buyer thereof immediately after the circumstance that constitutes force majeure has occurred, while stating the cause of the force majeure, the Supplier will have the right to suspend for a reasonable period, which is at most four weeks. If the Supplier is unable to comply with its obligation as yet after expiry of these four weeks, the Buyer can dissolve the Agreement with immediate effect and without court intervention, and without being obliged to compensate damage and/or costs. In case of a permanent situation of force majeure, the Supplier will be obliged to inform the Buyer thereof immediately and the Buyer will have the right to dissolve the Agreement with immediate effect and without court intervention, and without being obliged to compensate any damage and/or costs.
- 14.5 The Supplier cannot invoke strikes, employee lockouts, a lack of employees, illness, failure on the part of suppliers to comply with their obligations, a lack of raw materials, transport problems and/or production interruptions, as situations of force majeure.

15. Transfer and outsourcing

- 15.1 The Supplier cannot transfer compliance with all or part of the Agreement to third parties, nor can it transfer or pledge to third parties claims it has against the Buyer on the basis of the Agreement, without the Buyer's prior, written approval.
- 15.2 The Buyer may transfer all or part of the Agreement to another Entity within the Stork group without the Supplier's prior, written approval. Entities within the Stork group that cease to form part of the Stork group at any time during the duration of the Agreement will still be considered to be an Entity within the Stork group for the purposes of this Agreement during the term of the Agreement.
- 15.3 The Supplier will not outsource all or part of its rights and/or obligations on the basis of the Agreement without the prior, written approval of the Buyer, which approval will not be withheld on the basis of unreasonable grounds. Approval of outsourcing does not release the Supplier from its obligations arising from the Agreement. The Supplier remains fully responsible towards the Buyer for the acts and omissions of its subcontractors.

16. Compliance with Legislation and Code of Conduct

- 16.1 The Supplier acknowledges that it and its subcontractors are familiar with and will comply with all applicable legislation and regulations, as amended from time to time, including but not limited to:
- all applicable anticorruption and ant bribery legislation, including but not limited to the United States Foreign Corrupt Practices Act of 1977 and the United Kingdom Bribery Act of 2010, comprising a prohibition of bribery of and offering unlawful gifts, bribes or other benefits to any government official or any other entity or person;
 - all applicable legislation and regulations for the regulation of export and re-export, including but not limited to Council Regulation (EU) No 428/2009; sanctions regulations issued by the Council of the European Union; United States Export Administration Regulations (EAR) managed by the Bureau of Industry and Security, U.S. Department of Commerce, regulations concerning trade and economic sanctions managed by the Office of Foreign Assets Control (OFAC), U.S. Department of Treasury, the International Traffic in Arms Regulations (ITAR), the Arms Control Export Act and the United States Munitions List (USML) managed by the Directorate of Defence Trade Controls, Bureau of Political-Military Affairs of the U.S. Department of State and other export authorities as determined in Supplement 3 to Part 730 of the EAR; and
 - all applicable legislation and regulations relating to data protection, including but not limited to the General Data Protection Regulation of the European Union (2016/679).
- 16.2 The Supplier declares in relation to article 16.1 i) that in connection with this Agreement and related issues:
- the Supplier and its subcontractors have not made, offered, allowed or accepted any payment, gift, promise or any other benefit, and will not make, offer, allow or accept such, neither directly nor indirectly, if that payment, gift, promise or that other benefit would constitute a facilitating payment or would be contrary to the relevant anticorruption and ant bribery legislation;
 - the Supplier will inform the Buyer immediately if the Supplier receives or becomes aware of a request, if this request is prohibited pursuant to the above article 16.2 i);
 - the Supplier will implement adequate internal controls and procedures to ensure that the anticorruption and ant bribery legislation is complied with, including the possibility of demonstrating compliance by means of an adequate and accurate registration of transactions in its books;
 - the Buyer has the right to confirm compliance with the anticorruption and ant bribery legislation and maintenance of registers by means of an audit in case of a presumed breach of this legislation;
 - the Supplier will keep the books and registrations available for a period of seven years after termination of the Agreement for the purpose of an audit; and
 - the Supplier will indemnify the Buyer against liability arising from the Supplier's breach of anticorruption and ant bribery legislation or related obligations in accordance with this article 16.
- 16.3 In relation to article 16.1 ii) the Supplier will ensure that unless the Buyer's prior, written approval has been obtained:
- staff with access to the Buyer's technical data, information technology resources, including the Buyer's infrastructure, or Work Site, are not Restricted Parties or residents of a Restricted Jurisdiction; and
 - the Supplier will not use the services of subcontractors that are Restricted Parties. The Supplier will provide the Buyer within thirty (30) calendar days after issue of this Agreement with an accurate written statement of those goods, services and technologies that require an export licence or another statutory approval, and provide accurate information concerning the export classification and licences required to support export documents, including but not limited to (if applicable) the correct Export Control Classification Numbers (ECCN), an indication of the applicability or availability of permit exceptions or exemptions and all relevant technical data, drawings, brochures, technical expertise or other relevant information, which the Buyer deems necessary. The Supplier will obtain the required licences or other required and prescribed approvals.
- 16.4 The Supplier acknowledges that it and its subcontractors have received, read, assessed, and have taken actual knowledge of and accept the principles laid down in the Fluor Code of Business Conduct and Ethics and Stork's Business Conduct and Ethics Expectations for Suppliers and Contractors in connection with this Agreement and in all its dealings, and that it and its subcontractors will comply with these.
- 16.5 The Fluor Code of Business Conduct and Ethics, the Fluor Hotline and Stork's Business Conduct and Ethics Expectations for Suppliers and Contractors can also be obtained at: <https://www.stork.com/nl/over-ons/ons-bedrijf/ethiek-compliance>. In the event the Supplier has not received or is unable to download the Fluor Code of Business Conduct and Ethics and/or Stork's Business Conduct and Ethics Expectations for Suppliers and Contractors, the Supplier will be required to notify the Buyer thereof immediately and the Buyer will send the Supplier a paper version within a reasonable term. Stork's privacy statement in relation to the personal data provided by the Supplier to Stork is also available at [Privacy Statement - Stork](#).

16.6 The Supplier will:

- inform the Buyer immediately if the Supplier becomes aware of a breach of or a failure to comply with any applicable legislation and regulations and/or the Fluor Code of Business Conduct and Ethics and/or Stork's Business Conduct and Ethics Expectations for Suppliers and Contractors pursuant to this article 16; and
 - defend and indemnify the Buyer and/or Entities within the Stork group and their directors, employees and agents against claims, proceedings, legal action, liability, loss, costs, fines and/or damage sustained as a result of a breach of or a failure to comply with applicable legislation and regulations and/or inconsistent behaviour on the part of the Supplier and/or subcontractors of the Supplier. The Supplier may use the Fluor Hotline to report presumed breaches of the above.
- 16.7 In relation to article 16.1 iii) the Supplier will:
- implement all appropriate security measures to protect personal data against unintentional, unlawful or unauthorised destruction, loss, modification, disclosure or access, including remote access;
 - protect personal data against all forms of unlawful processing, including unnecessary collection, transfer or processing, outside of what is strictly necessary for the performance of this Agreement; and
 - refrain from processing personal data that were disclosed or rendered accessible by the Buyer, unless the Parties have first concluded a processing agreement and/or have concluded an agreement between controllers as instructed by the Buyer and based on the Buyer's model contract, unless the Buyer has declared in writing that such an agreement is not deemed necessary.

17. Other provisions

- 17.1 If and insofar as it is established that any provision or part of any provision of the Purchase Conditions or the Agreement is invalid or void or cannot be invoked for any other reason, the other provisions and/or the remainder will remain fully in effect and the provision in question must be allocated the contents and purport that align as much as possible with the original meaning of that provision so that it can be invoked as yet.
- 17.2 The provisions, conditions and provisions laid down in the Agreement, which the Parties intend to continue, including but not limited to articles 6, 7, 8, 9, 12, 13, 14, 16, 18, 27 and 28, continue to apply after termination of the Agreement. Moreover, expiry or termination of the Agreement does not release or indemnify either of the Parties from any liability or obligation that has arisen at the moment of that expiry or that termination or that continues after or arises from that expiry or that termination.
- 17.3 Any fees and/or amounts owed by the Supplier to the Buyer never preclude the Buyer's right to claim performance, suspension, compensation and/or dissolution, or compensation of damage in excess of these fees or amounts.
- 17.4 The Supplier acts exclusively as an independent contracting party and is not the Buyer's agent, appointee or partner.
- 17.5 All notifications, requests, changes and other communication on the part of the Buyer or the Supplier must be made in writing and delivered immediately to the correct addresses as indicated in the Agreement.
- 17.6 The Agreement forms the entire agreement between the Parties and replaces all previous negotiations, declarations or agreements with respect to the same subject, in writing or orally.

18. Choice of law and competent court

- 18.1 All legal relationships between the Buyer and the Supplier are governed exclusively by Belgian law to the exclusion of the Vienna Sales Convention.
- 18.2 All disputes or claims that arise from or that are related to this Agreement or any relationship between the Buyer and the Supplier that arises therefrom must be submitted to and settled exclusively by the competent court in Antwerp.

19. Applicability of additional provisions for the contracting of Work

If and insofar as the Agreement applies to works being realised with the use of employees or self-employed persons of the Supplier or its subcontractors, articles 19 up to and including 29 also apply in addition to the other articles of these Purchase Conditions.

20. Additional definitions for the contracting of Work

- 20.1 Definitions
- Activities:** the activities performed and to be performed for the realisation of the Work;
- Work Site:** all of the sites and buildings where the Activities are carried out physically;
- Staff:** all natural persons deployed directly or indirectly by the Supplier for the performance of the Activities, who may or may not be employees of the Supplier;
- Materials:** all goods that form part of or that are intended to form part of the Work, including accessories, parts, devices and machines;
- Equipment:** all auxiliary materials and consumables that are required for the performance of the Activities, including means of transport, machines, devices, instruments and tools;
- Completion:** the transfer of the completed Work by the Supplier to the Buyer in accordance with the Buyer's acceptance of the Work.
- 20.2 Insofar as this is not precluded by the nature of the terms, the terms Work and Activities are subject to all provisions with respect to the Supply and the term Completion will be subject to the same provisions as the Delivery.

21. Staff

- 21.1 None of the Staff will be deemed to enter the service of the Buyer or to work as an employee of the Buyer.
- 21.2 The Supplier guarantees that the Staff at all times comply with the required professional competence, expertise and all other requirements imposed by the Buyer. In the event the Buyer considers that the Staff is insufficiently qualified (in part), the Supplier must order the removal from the Work Site of (that part of) the Staff and the Supplier will be obliged to replace them immediately and adequately.
- 21.3 The Supplier is fully liable for all acts and omissions of the Staff and indemnifies the Buyer against all claims in this connection.

22. Welfare, work site and regulations

- 22.1 The Supplier must familiarise itself fully and in time, which means in any event before the start of the Activities, with the condition of and the circumstances at the Work Site and take this into account with respect to all of its acts. In accordance with the Law of 4 August 1996 concerning the welfare of employees in the performance of their Work, the Buyer will provide the Supplier with all information concerning: (i) the risks to the Staff's welfare as well as the protective and preventive measures and activities associated with the setup and activities of the Buyer; and (ii) the measures taken by the Buyer in relation to first aid, fire prevention and employee evacuation and the designated employees of the Buyer charged with putting these measures into practice. The Supplier will provide the Buyer will all required information and take appropriate measures in relation to welfare at work in accordance with the Law of 4 August 1996 concerning the welfare of employees in the performance of their work, the decisions implementing that law and the provisions of the General Occupational Health and Safety Regulations and/or the Codex on welfare at work, applicable to the Activities.
- 22.2 The Supplier commits to comply with all obligations relating to the welfare of employees in the performance of their work, which are specific to the Buyer's setup, and to ensure any contractors or subcontractors comply with these. If the Supplier does not comply with this obligation, or does so deficiently, the Buyer can in all cases take the necessary measures itself at the Supplier's expense, after having given notice of default. If the Supplier relies on contractors or subcontractors for the performance of the Activities, Services and/or the Delivery, the Supplier commits to include the provisions of this article in the agreements with those contractors or subcontractors.
- 22.3 The Buyer will grant the Supplier and the Staff access to the Work Site during normal working hours and the Supplier will provide the Buyer in time with all details of the Staff required for this purpose.
- 22.4 Both the Supplier and the Staff are obliged to ensure that their presence at the Work Site does not hinder the undisturbed continuation of the Activities of the Buyer and third parties.
- 22.5 Both the Supplier and the Staff are obliged to always comply with the instructions concerning employee welfare issued by the owner of the Work Site and/or any client of the Buyer in addition to the instructions concerning employee welfare issued by the Buyer.
- 22.6 The Staff must be familiar (in advance) with the rules and regulations applicable at the Work Site, concerning among other things safety, health and the environment and must always act accordingly. The Supplier is responsible for ensuring that Staff is familiar with the aforementioned rules and regulations. The Buyer has the right to deny access with immediate effect to the part of the Staff that fails to comply with the rules or otherwise constitutes a risk to the order and/or safety at the Work Site in the opinion of the Buyer.
- 22.7 The Supplier will, with the Buyer's cooperation, ensure that industrial accidents to which the Supplier's Staff fall victim when performing the Activities, Services and/or the Delivery are immediately investigated and looked after by its authorised prevention department. If necessary, professional assistance will be sought in hospital or the 112 service will be alerted. The Supplier will notify the Buyer's HR department about the industrial accident and provide all necessary details in this context (among other things, the victim's name, time of accident, location of accident, circumstances of the accident, etc.). In the event of a serious industrial accident, the Supplier will ensure that its authorised prevention department submits within ten days following the industrial accident a comprehensive report to the authorised public officials, to the persons involved and to the Buyer's prevention department. The costs associated with the prevention adviser's investigation will be borne by the Supplier.
- 22.8 The Supplier is obliged to implement all facilities necessary for the Activities at the Work Site and it may not remove them from the Work Site without the Buyer's prior approval.
- 22.9 The placement of advertising signs and other forms of advertising on the Work Site by the Supplier is only allowed following written approval from the Buyer.

23. Postponement of and delay in the Activities

- 23.1 The Buyer has the right to have all or part of the Activities postponed where after the Supplier will secure, maintain or complete the Work on the Buyer's instructions, so that postponement is possible. Any costs related to the direct Activities as a result of the suspension, protection and recommencement thereof will be compensated in all reasonableness in accordance with the arrangements with respect to less and additional work.
- 23.2 If a backlog in the performance of the Activities when compared to the agreed planning has arisen as a result of an attributable failure on the part of the Supplier, the Supplier will be obliged to clear this backlog as soon as possible, without being entitled to any additional payment. If and insofar as the Buyer is nevertheless of the opinion that corrective measures have to be implemented in order to clear all or part of the aforementioned delay, the related costs will be for the account of the Supplier and if necessary set off against the amounts to be paid to it.
- 23.3 A delay in the Activities caused by the Supplier also gives the Buyer the right to change the order of the Activities if it deems this desirable, without being obliged to pay compensation and/or additional costs to the Supplier.

24. Materials and Equipment

- 24.1 Unless agreed otherwise between the Buyer and the Supplier, the Supplier will arrange for the presence and/or delivery and removal of all Materials and Equipment. The Supplier is also responsible for the storage and guarding of the Materials and Equipment, as well as the supervision thereof, and it must take out appropriate insurance in this connection and maintain an administration.
- 24.2 The Buyer has the right at all times to inspect and test all Materials and Equipment. Materials and/or Equipment that fail/fails to comply with the requirements imposed in the Agreement will be removed from the Work Site by the Supplier at the Buyer's request and replaced immediately by the Supplier with Materials and/or Equipment that do/does satisfy the aforementioned requirements.

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- 24.3 The Materials must always be new, unused, in good condition and fully suitable for their intended purpose. If the Buyer delivers Materials for its own account for the purpose of the Work, it will remain the owner of these Materials. The Supplier must always indicate that these Materials are the property of the Buyer, for example by storing them separately or by using clearly-visible markings. In addition, the Supplier will inform the Buyer at its request of the location of these Materials.
- 24.4 If it was agreed that the Buyer makes Equipment available to the Supplier, the Buyer will do so in accordance with the planning of the Work and/or the Activities. The Supplier must use this Equipment or have it used with due care and only for the purposes for which it was made available. The Supplier must keep a clear administration as regards the use and/or consumption of this Equipment.
- 25. Additional and less work**
- 25.1 The Buyer has the right to instruct the Supplier to carry out additional and less work. The Supplier will then inform the Buyer immediately (in principle within 24 hours) and in writing of the consequences the changes with respect to the Work will have for the price, the planning and the scope of the Activities. Any adjustment of the price will be based on the rates, unit prices and/or other price elements agreed previously.
- 25.2 Any additional or less work will only be carried out by the Supplier following a written instruction from the Buyer issued by a person authorised to do so by the Buyer.
- 25.3 If the Supplier considers that there is a change in relation to the Work that gives reason for additional or less work, the Supplier will notify the Buyer thereof immediately and request the Buyer to issue an instruction for additional or less work.
- 26. Completion**
- 26.1 As soon as the Supplier considers that the Work has been completed, it will notify the Buyer thereof in writing. In turn, the Buyer will inform the Supplier in writing and within a reasonable term whether the Work satisfies the agreed conditions in the Buyer's opinion and whether it accepts it as having been completed.
- 26.2 Completion does not apply and the risk related to the Work will not pass to the Buyer until the Buyer has provided a written confirmation as referred to above. Completion may take place subject to (minor) defects still to be remedied by the Supplier, which minor defects were identified by the Buyer and communicated to the Supplier.
- 26.3 The Buyer is always entirely free to subject the Work to an investigation, inspection and/or test, before proceeding with acceptance of the Work. For this purpose, the Buyer and the Supplier may also agree an acceptance test within the meaning of article 10 of the Purchase Conditions.
- 26.4 If the Buyer and the Supplier have agreed that the Supplier will draw up interim completion reports and/or certificates, the Supplier will not be able to derive any rights from such documents.
- 26.5 If and insofar as the Buyer wishes to commission all or part of the Work prior to acceptance, the Buyer and the Supplier will discuss subject to which conditions this can take place. However, any premature commissioning does not constitute acceptance of the Work or part thereof by the Buyer.
- 27. Payment**
- 27.1 The Buyer is not obliged to pay before Completion in accordance with article 26 has taken place. Without prejudice to the provisions in article 11, the Buyer has the right to suspend payment to the Supplier or withhold amounts from this payment as long as the Supplier has not demonstrated at the Buyer's first request that it has paid the Staff and other parties engaged by it in the performance of the Activities the amounts due to them. The Buyer can likewise withhold all amounts which it is required to withhold if the Supplier should have social security and/or tax debts.
- 27.2 Unless expressly agreed otherwise, the prices and/or rates include all certificates/proof and costs of insurance, staff, training, instructions, access, safety, materials, equipment, maintenance, overhead costs, overtime, guarantees, welding qualifications and personal protective equipment, as well as income and risk.
- 27.3 For the rest, article 7 of the Purchase Conditions applies in full with respect to payment and invoicing.
- 28. Liability, insurance and permits/licences**
- 28.1 The Supplier is liable for all damage to the Work, the Work Site and the property or death and/or injury of Staff and other persons at the Work Site caused by the Supplier, its Staff and/or all parties that are engaged in the performance of the Activities by the Supplier.
- 28.2 Unless otherwise agreed between the Buyer and the Supplier, the Supplier will take out Construction All Risks insurance (CAR insurance) to cover the Work, the Buyer's existing property at the Work Site, temporary facilities, Materials, Equipment, death or injury of persons and damage to the personal property of members of Staff.
- 28.3 The CAR insurance must indicate the Buyer as co-insured and include a waiver of recourse against the Buyer and any other parties covered under the insurance.
- 28.4 The Supplier must hold all required registrations and permits/licences for the performance of the Activities and the Supplier must submit evidence thereof to the Buyer at its first request.
- 28.5 The Supplier must ensure that its Staff have valid permission to reside and work in Belgian territory at all times during the performance of the Activities, and that the necessary notifications have been made in relation to the RSZ (work report, Dimona, Limosa, A1, attendance registration). The Supplier must submit proof of this to the Buyer at its own initiative and immediately. The Supplier must also ensure that all obligations in relation to and in connection with Staff are complied with at all times, including but not limited to attendance registration, minimum wages, and welfare at work. The Supplier must ensure that the contractors, subcontractors and self-employed workers contracted by it also comply with these obligations and it will verify this.
- 28.6 The Supplier is liable for all damage sustained by the Buyer as a result of a failure to comply with the obligations stated in article 28.5 on the part of the Supplier or the contractors, subcontractors or self-employed persons contracted by it. This damage also includes any fines and claims imposed by or on behalf of the government and claims from persons engaged by the Supplier in connection with a failure to comply with these obligations on the part of the Supplier and/or its contractors or subcontractors.
- 29. Authorised representatives**
- The Buyer and the Supplier are required to appoint an authorised representative to represent them in connection with the Activities. In principle, the Supplier's authorised representatives will be present at the Work Site during working hours and their absence, replacement and accessibility will be arranged in consultation with the Buyer.
- 30. Additional provisions for the provision of IT services, software services and related services in which connection personal data and other Buyer Information is provided**
- If and insofar as the Agreement concerns among other things the provision of IT services, software services and related services in which connection personal data and other Buyer Information is provided, articles 30 up to and including 34 also apply in addition to the other articles of these Purchase Conditions.
- 31. ESCROW, expertise and back-up**
- 31.1 Notwithstanding any contrary provision of these Purchase Conditions, by Buyer may decide at its own discretion to conclude an ESCROW agreement in case of the supply of software or a system of which the software forms part. The Supplier will make every effort to: i) inform the Buyer immediately in case of a potential, possible or reasonably expected bankruptcy, postponement of payment, liquidation or cessation of business activities; ii) assist the Buyer in selecting a professional ESCROW agent; iii) assist the Buyer in concluding this ESCROW agreement; and iv) ensure that the Buyer receives access to the source code.
- 31.2 The knowledge, experience and expertise of the Supplier, as indicated by the Supplier or that may reasonably be expected of the Supplier, will be contributed by the Supplier in the performance of the Supply.
- 31.3 The Supplier will archive the Buyer Information for back-up and recovery purposes in accordance with the Agreement and the security policy of the Supplier and the Buyer. In the event Buyer Information is lost or damaged, the Supplier will make every reasonable effort to restore the lost or damaged Buyer Information on the basis of the most recent back-up in accordance with the Agreement and the security policy of the Supplier and the Buyer.
- 32. Termination and termination services**
- 32.1 In case of termination or receipt of a notice of termination, the Supplier will be obliged to cooperate fully with the Buyer on the Buyer's instructions in the performance of a thorough dismantling of the Supply and a transfer to the subsequent supplier or to the Buyer. The termination service is completed when the Supplier receives notification of discharge from the Buyer. A completed termination service comprises the transfer by the Supplier of all Information and Goods owned by the Buyer, including the functionalities, algorithms etc. delivered by the Buyer to the Supplier, in a manner that makes them permanently suitable for use by the Buyer.
- 32.2 The Supplier is not allowed to use the Buyer Information for any purpose other than the purpose agreed with the Buyer. The Supplier will remove and destroy all Buyer Information still present in digital or other files of the Supplier or third parties engaged by the Supplier at the Buyer's written request.
- 33. Service level**
- 33.1 Unless agreed otherwise, the Supplier is obliged to offer the agreed service level and report on the Services provided by means of regular reporting.
- 33.2 The required service level and the reporting thereon in the report comprises in any event:
- Response and resolution times for incidents, problems, complaints and requests;
 - Communication protocols;
 - Analyses and improvement measures in case of serious, critical incidents and failures;
 - Availability and the performance of the Supply.
- 34. Standards and audits**
- 34.1 With due observance of articles 10 and 11 of these Purchase Conditions, the Parties apply the minimum level determined in articles 34.2 and 34.3. In the event the Supplier deviates from the standards set out in articles 34.2 and 34.3, the Supplier will terminate the deviation within a reasonable term imposed by the Buyer or in any event limit it if termination is not reasonably possible in the opinion of the Buyer.
- 34.2 As regards information security, the Buyer requires certification or regular audit reporting satisfactory to the Buyer concerning Deliveries containing data the Buyer qualifies as 'with limited access' or 'confidential'. The Supplier will cooperate in the Buyer's assessment procedure consisting of several questionnaires ('New technology assessment procedure').
- 34.3 While retaining the rights included in articles 10 and 11 of these Purchase Conditions, the Buyer may also opt by way of a substitute for an audit or inspection carried out by or on behalf of the Buyer for a certification of the Supplier that is valid and acceptable to the Buyer or audit reports from third parties engaged by it in connection with the Supply. The audit reports and certificates accepted by the Buyer are: SSAE-18 SOC 2 Type II, or SSAE-18 SOC 3 Type II, or ISAE-3402 SOC 2 Type II, or ISAE3000 SOC2 Type II and ISO/IEC 27001, including the related statement of applicability. The reports or certificates must be complete and free from statements of failures from the accredited auditor. In case of incompleteness or statements of failures, the Supplier will ensure immediately that the certificates and/or reports are completed and are issued to the Buyer free from statements of failures. The Supplier will keep the Buyer informed regarding progress by means of regulated progress reports. In case the validity date of a report has expired, the Supplier will be required to submit to the Buyer a 'bridge letter' or a 'gap letter', which includes the required guarantees that no major changes have taken place.
- 34.4 The Supplier is required to hold the certificates or audit reports itself. Certificates and reports from subcontractors or sub-suppliers are not allowed.
- 34.5 If the Buyer decides on the basis of article 10 or 11 to carry out an audit or to have one carried out by a third party accepted by the Parties, this audit will include all applicable documents, such as reports, systems, equipment, machines, internal controls, security procedures and other, possibly confidential, information, but it will not be limited to the above. Each Party bears its own costs and the Buyer bears the costs of the possible third auditor whose costs can only be recovered from the Supplier if statements of failures from the auditor give reason for doing so. The Buyer has the right to carry out at most one audit per year.
- 34.6 The Supplier will provide services that are verifiably in accordance and compatible with the Buyer's policy and technical standards such as the Buyer's connectivity standards, security policy, information security policy and all other policy measures related to the Supply, as set out in the Buyer's 'IT Security and Compliance requirements'.