

Supplementary Purchase Terms for the Provision of Services at Client Locations and on Floating Installations

Article 1: Additional Definitions

In these Supplementary Purchase Terms the following terms are defined as follows:

- **Materials:** Items that are incorporated into the tangible objects to be created.
- **Equipment:** All auxiliary tools, equipment, vehicles, accessories, cranes, scaffolding and their components, consumables, and similar items used by the Supplier in executing the Agreement, excluding items intended to be incorporated into the tangible objects to be created.

Other defined terms in these Supplementary Purchase Terms have the same meaning as in the General Terms and Conditions of Purchase.

Article 2: Applicability

- a) These Supplementary Purchase Terms apply to all requests, offers, and agreements related to the execution of assignments and/or contracting of work by the Supplier at locations and/or on floating installations of the Client (which include locations and/or floating installations of OVET B.V).
- b) In addition to these Supplementary Purchase Terms, the Client's General Terms and Conditions of Purchase apply to the aforementioned requests, offers, and agreements unless expressly or inherently deviated from in the Supplementary Purchase Terms or otherwise.
- c) For the application of these Supplementary Purchase Terms, "Supplier personnel" also includes third parties engaged by the Supplier for the execution of the Agreement(s).

Article 3: Scope of Delivery

- a) The Supplier is obligated to execute the contracted work in accordance with the Agreement, including any associated documents such as drawings, specifications, and work descriptions.
- b) The Supplier shall not omit provisions that are necessary and/or customary for the proper functioning of the installations or essential for the correct execution of the Agreement.
- c) The Supplier remains wholly responsible for the proper functioning of the installation and the execution of the work, regardless of the Agreement's contents. The Supplier cannot invoke shortcomings in drawings, specifications, or work descriptions related to the Agreement. The Supplier shall immediately notify the Client of any deviations that hinder the proper execution of the Agreement and resolve them as quickly as possible in consultation with the Client.

Article 4: Additional and Less Work

- a) The Client has the authority to modify the scope of work, material choices, and components used in the Agreement before or during execution. Such changes constituting additional work may only be charged by the Supplier if they have been authorized in writing by the Client and the costs of the additional work have been mutually agreed upon before execution.
- b) If additional work arises due to circumstances other than a direct order from the Client—such as idle hours—the Supplier must notify the Client within 24 hours. The Client will then confirm in writing whether the additional costs are approved. If the Supplier fails to report additional work and associated costs promptly, these costs cannot be charged to the Client.
- c) If modifications by the Client result in less work, the saved costs will be deducted from the contract price.
- d) If additional or less work affects the delivery timeline, this must be noted at the time of the modification order or simultaneously with the cost estimate.

Article 5: Drawings, Calculations, and Other Relevant Documents

- a) All drawings, calculations, schematics, and documents must be submitted digitally by the Supplier for Client approval. These materials remain the property of the Client. Approval by the Client does not release the Supplier from the responsibility of proper execution of the Agreement.
- b) The Client shall provide approval for the aforementioned documents within a maximum of two (2) weeks, after which the Supplier may commence execution or revise the documents based on the Client's input. Any delays caused by the lack of approval, unless not attributable to the Supplier, are the Supplier's responsibility.
- c) Upon completion, the Supplier must provide all final drawings, calculations, schematics, operation and maintenance manuals, spare parts lists with associated revision periods, and recommendations for spare parts procurement to the Client, both digitally and in hard copy.
- d) The Supplier guarantees that all parts of the relevant installation will be available from stock through its organization for at least ten (10) years after final delivery. This obligation also applies to subcontractors involved. The Supplier guarantees to impose this obligation on subcontractors.

Article 6: Planning

- a) The Supplier must submit a detailed schedule and work plan for approval to the Client within two (2) weeks of entering into the Agreement. Any unavoidable disruptions to operations should, where possible, be included in this plan.
- b) The Supplier shall make every effort to adhere to the approved schedule.

Article 7. Information Provision

- a) At the request of the Client, the Supplier is required to provide the following documents:

- If the Agreement is executed within three (3) days after its conclusion, no later than three (3) days after conclusion of the Agreement, or
- If the Agreement is executed more than three (3) days after its conclusion, no later than three (3) days before the commencement of the Agreement's execution:
 - an extract of registration from the Commercial Register of the Chamber of Commerce;
 - a copy of the business permit (if required);
 - a declaration from the Employee Insurance Agency (*Uitvoeringsorgaan Werknemersverzekering UWV*) confirming compliance with payment obligations;
 - a declaration from the Tax Authority confirming compliance with withholding of social security contributions and payroll taxes;
 - a copy of the valid registration certificate with the UWV (if applicable).

b) If the Supplier makes employees available to the Client who work under the supervision or direction of the Client, the Client is deemed a "Hirer (*inlener*)" under Article 34(1) and (2) of the Dutch Collection of State Taxes Act 1990 (*Invorderingswet 1990*). Based on this, the Supplier must provide the following details about all employees involved in the execution of the Agreement, either before execution or during execution if requested by the Client:

- Name, address, and place of residence details;
- Date of birth;
- Citizen Service Number (*Burgerservicenummer* BSN);
- Specification of hours worked;
- Type, number, and validity of identity document; and
- Where applicable, the presence of an A1 certificate, residence permit, work permit, or notification.

Upon the Client's first request, the Supplier must provide a copy of statements regarding its payment behaviour from the business association and the direct tax authority.

Article 8. Assembly and Execution

- a) The assembly, execution, and performance of work under the Agreement will be carried out under the responsibility of the Supplier, while the Client oversees the process.
- b) The Supplier shall provide, either directly or through third parties, the necessary tools, support vehicles, and other auxiliary equipment such as cranes for the work.

Article 9. Personnel, Equipment, and Materials

- a) Any employee deployed by the Supplier on the Client's premises for work under the Agreement must hold a valid identification document and a VCA certificate. The Supplier guarantees compliance with this provision and will provide supporting evidence upon the Client's request.
- b) Personnel deployed by the Supplier must meet the requirements specified by the Client, including the (Supplemental) Purchase Conditions and applicable laws and regulations. In

their absence, personnel must adhere to general standards of professionalism and competence. A minimum age of 18 applies for deployment on the Client's premises and installations due to the nature and risks of the work.

- c) If the Client deems the personnel unqualified or under 18, the Client may deny them access to the premises. In such cases, the Supplier must replace the personnel immediately in accordance with points (a) and (b).
- d) The Supplier indemnifies the Client against all claims from third parties arising from the Agreement's execution, including claims by authorities regarding violations of laws such as the Artificial Constructions Law (*Wet Aanpak Schijnconstructies*), Foreign Nationals Employment Act (*Wet Arbeid Vreemdelingen*), the Workers Allocation by Intermediaries Act (*Wet allocatie arbeidskrachten door intermediairs "Waadi"*), the Working Hours Act (*de Arbeidstijdenwet*), The Working Conditions Act (*de Arbeidsomstandighedenwet*), equal treatment legislation and claims under tax or social security legislation. The Supplier will compensate the Client for any fines, levies, or penalties imposed, as well as associated legal and administrative costs.
- e) The Supplier is responsible for the reliability and proper use of all materials and equipment deployed, whether owned by the Supplier, the Client, subcontractors, or third parties.
- f) The Client has the authority to inspect and approve all materials and equipment used and verify the identity of employees as per Article 7(b).
- g) The Supplier must obtain written approval from the Client before deploying personnel not directly employed by the Supplier, whether through lending or subcontracting.
- h) The Supplier may only store materials and equipment on the Client's premises deemed necessary for immediate execution of the Agreement. Items stored are at the Supplier's risk.
- i) In the event of a strike involving the Supplier's personnel or workers engaged by the Supplier, the Client is not liable for wages, compensation, or costs related to idle equipment during the strike or labour disruptions.

Article 10. Personnel Liability and Insurance

- a) The Supplier is liable for damage to the Client's property and third-party property located on the Client's premises caused by the Supplier, its employees, or engaged third parties. The Supplier indemnifies the Client against third-party claims in this regard.
- b) To the extent permitted by law, the Client excludes liability for injury or damage to materials or personnel present on its premises or installations for work purposes.
- c) The Supplier must secure appropriate liability and Construction All Risk (CAR) insurance. At the Client's request, the Supplier must provide access to these insurance policies.
- d) The Supplier indemnifies the Client against all third-party claims arising from the Supplier's or its subcontractors' non-compliance with legal or contractual obligations under the Agreement.

Article 11. Client's Premises and Buildings

- a) Before starting work, the Supplier must inspect the Client's premises, installations, and buildings to ensure the work can be executed. If necessary, the Supplier shall take measures at its own expense in consultation with the Client.
- b) Costs arising from delays due to failure to address the above conditions will be borne by the Supplier.

Article 12. Work on Client's Premises

The Supplier shall ensure that its presence and that of its personnel on the Client's premises, installations, or buildings does not hinder the uninterrupted continuation of the Client's or third parties' work

Article 13. Payment and Billing

- a) The Client always has the right to pay the social contributions, VAT and payroll tax, including national insurance contributions, payable by the Supplier in respect of the work performed, for which the Client pursuant to the Dutch Collection of State Taxes Act 1990 (*Invorderingswet 1990*) and/or the Social Insurance Financing Act (*Wet financiering sociale verzekeringen*) could be jointly and severally liable, to the Supplier by deposit in its account as referred to in the aforementioned laws (the "G account"). Acceptance of these (Supplemental) Purchase Conditions means that the Client has a written agreement with the Supplier regarding a transfer to a G account.
- b) Without prejudice to the provisions of the previous paragraph, the Client is at all times authorized to deduct the amounts of social insurance contributions referred to in the previous paragraph, VAT and payroll tax including national insurance premiums from the contract price and to pay directly on behalf of the Supplier to the relevant business association or the recipient of direct taxes.
- c) In the case of payment by the Client as referred to in paragraphs b and c of this article, the Client has been discharged towards the Supplier to an amount equal to this payment.
- d) The Supplier must in any case clearly and concisely state the following information on the dated and numbered invoices:
 - the order number of the Client and the reference of the Client that relates to the work;
 - the work and place (s) of execution to which the invoice relates;
 - the period and performance to which the invoice relates;
 - an agreed percentage of the wage factor (the invoice amount / contract sum, exclusive sales tax and costs of materials), which is at least 25%, and a number of a G account.
 - name, address and place of business of the Supplier.