

(Voor NL-versie, klik [hier](#))

FNsteel General Terms and Conditions of Purchase

1. Definitions

In these General Terms and Conditions of Purchase, the following terms have the following meanings:

- Agreement: any and all agreements between FNsteel and a Supplier for the purchase of goods by FNsteel and/or the performance of work and provision of services by Supplier, in addition to any and all related acts (including legal acts);
- FNsteel: FNsteel B.V., with its registered office in Alblasserdam and principal place of business at Rapenburg 1, Alblasserdam (postcode 2952 AP), the Netherlands, listed in the Trade Register of the Chamber of Commerce under number 23093135, and all companies affiliated to it, whether directly or indirectly, now and in the future;
- Sites: FNsteel's sites at the Rapenburg in Alblasserdam as well as any other site(s) indicated by FNsteel;
- Supplier: a party that supplies goods to FNsteel, performs services and/or works for it or has agreed with FNsteel to do so, or a party to which FNsteel has issued a different type of assignment;
- In Writing or Written: any form of communication by post, email or other electronic data traffic.

2. Applicability

- (a) These General Terms and Conditions of Purchase govern any and all requests, quotations, offers, assignments, assignment confirmations, agreements and other legal acts in respect of the goods to be delivered, services to be performed, assignments to be carried out and other work to be performed by Supplier for FNsteel.
- (b) Any derogations from and/or additions to these General Terms and Conditions of Purchase may only be agreed In Writing.
- (c) Any general terms and conditions of Supplier or any sectoral conditions of Supplier or any third party, however they may be referred to, explicitly do not apply and FNsteel explicitly rejects them.
- (d) If there is any discrepancy between the content of the Agreement and the content of these General Terms and Conditions of Purchase, the content of the Agreement will prevail.

3. Conclusion of and amendment to the Agreement

- (a) Offers, quotations, etc. that originate from Supplier are irrevocable unless any offer, quotation, etc. makes it unequivocally clear that it is free of any obligation.
- (b) An Agreement will be only concluded between FNsteel and Supplier if FNsteel has explicitly accepted an assignment, quotation etc from Supplier In Writing or has sent a Written confirmation of it.
- (c) Supplier must provide or confirm any and all notifications regarding the Agreement In Writing, stating its full company name, the order number, the total price for the deliveries and the destination indicated in the order in question. A verbal order or assignment will not be binding on FNsteel except insofar as FNsteel has confirmed that oral order or assignment In Writing.
- (d) Any and all costs incurred for drawing up an offer or quotation etc. will be borne by Supplier.

4. Prices, invoicing and payment

- (a) Unless FNsteel and Supplier agree otherwise In Writing, all agreed prices will be inclusive of transport to the delivery address indicated by FNsteel, including proper packaging as well as any other additional costs or levies imposed by third parties or otherwise.
- (b) If Supplier exercises a right to increase prices that has been agreed or that it has pursuant to any statutory provision, FNsteel will be authorised to terminate the Agreement (including these General Terms and Conditions of Purchase) without being held in default and without owing any compensation in that regard. Supplier will not be entitled to invoke any right to increase prices that has been agreed or that it has pursuant to any legal provision in respect of orders that have already been placed.
- (c) Unless otherwise agreed In Writing, Supplier must send invoices to FNsteel in a single copy made out in euro, in accordance with the rules for invoicing in the relevant EU-member state. In its invoices Supplier must indicate:
 - (i) FNsteel's order number;
 - (ii) the name of FNsteel's contact
 - (iii) The VAT number of FNsteel B.V. (NL808027402B01) or of the relevant affiliate; and
 - (iv) Supplier's VAT number.Any invoices that are not in compliance with the foregoing requirements will not be handled and will be returned to Supplier.
- (d) If goods are delivered, an invoice must be submitted within two (2) months after the delivery. In the event of an assignment at a fixed price, Supplier must submit an invoice within two (2) months after the completion of the work and/or provision of the services, in accordance with Article 4(c) of these General Terms and Conditions of Purchase. In the event of work on a cost-plus basis, the invoices must be submitted on the basis of the agreed cost-plus, daily statements or weekly statements within two (2) months after the work has been performed. If the invoice has not been submitted within ten (10) months after the end of this two-month period, FNsteel may refuse to pay the invoice on that basis.
- (e) Payment must be made within 60 days after the date of receipt of the invoice unless the parties have agreed otherwise, or agreed a shorter period In Writing on the basis of the law, provided that the goods that have been delivered and/or the services that have been provided and/or the work that has been performed have been approved, and any and all related documentation, including the correctly addressed and complete invoice, has been received.
- (f) FNsteel is entitled to transfer 38% (thirty-eight per cent) of the gross invoice amount to a G-account to be designated by Supplier in order to furnish security and to mitigate any risks with regard to taxes and premiums as further detailed in Article 20.
- (g) If Supplier fails to comply with any obligation pursuant to the Agreement or these General Terms and Conditions of Purchase, or fails to do so in full, FNsteel will be entitled to suspend its payment obligation to Supplier.
- (h) FNsteel is entitled at all times to set off Supplier's claims on it against claims that, on any grounds whatsoever, it or a company affiliated to it has on Supplier or a company affiliated to it.
- (i) Any payment made by FNsteel does not imply any waiver of rights whatsoever.
- (j) If invoices (which are also understood to include any requisite annexes) need to be corrected, the payment period will commence on the date of receipt of the correct invoice.

5. Delivery of goods

- (a) Goods must be delivered in the manner and at the place and time indicated in the Agreement, order, assignment or these General Terms and Conditions of Purchase. In the event that no agreements have been made in that respect, goods must be delivered at the Sites DDP ("Delivery Duty Paid"). Delivery is also understood to include the delivery of any and all related auxiliary materials and any and all related documentation.
- (b) If Supplier wishes to deliver in parts, Supplier must notify FNsteel of that In Writing, stating the correct dates of the deliveries. Deliveries in parts will only be allowed if Supplier has received Written permission from FNsteel in that regard. If permission has been granted to deliver in parts, 'delivery' will also be taken to mean a partial delivery for the purposes of this Article 5.
- (c) Supplier will be in default if it exceeds a delivery period agreed for all or part of any delivery of goods.
- (d) Without prejudice to FNsteel's right to claim compensation of any damage that it sustains, for every week by which the delivery period is exceeded Supplier will owe an immediately due and payable penalty, without any notice of default being required, equal to 1% of the amount of the order, up to a maximum of 10% of the amount of the order, unless it is established that the cause of the delivery period being exceeded was not at Supplier's risk. The foregoing is without prejudice to all FNsteel's other rights and claims, including its right to claim compensation of the damage actually sustained. This article explicitly excludes the application of Article 6:92(2) and (3) of the Dutch Civil Code ("DCC").
- (e) Any discrepancy in the quantity ordered will only be accepted if explicitly agreed In Writing by FNsteel and Supplier.
- (f) Unless otherwise agreed, the goods will be delivered DDP, as referred to in the Incoterms 2020 or the most recent version of the Incoterms at the time that the Agreement is concluded, at the place designated by FNsteel as further provided in Article 5(a) of these General Terms and Conditions of Purchase.
- (g) Deliveries must be in accordance with the applicable EU directives. Supplier must comply with the following formalities for each applicable directive:
 - (i) Supplier must draw up and sign a Declaration of Conformity (CE marking) which Supplier must provide to FNsteel upon request;
 - (ii) Supplier must compile and file a Technical Construction File and make it available to FNsteel upon request; and
 - (iii) Supplier must make a user manual available to FNsteel in Dutch not later than at the time of delivery.Any costs incurred in connection with complying with these formalities will be borne by Supplier.
- (h) Supplier must, at FNsteel's request, draw up a manufacturing schedule or a progress schedule with respect to the goods to be delivered by Supplier and send it to FNsteel on a periodic basis. The progress of the drawing work, the provision of materials, the implementation at the workplace and the delivery must be indicated in the manufacturing schedule or progress schedule.
- (i) If Supplier believes that it will be unable to perform its obligations (including its obligation to deliver) or will not be able to perform them properly and in a timely manner, it must immediately notify FNsteel of that, stating the actual circumstances that impede timely or proper performance. This provision also applies in the event that the cause is attributable to FNsteel.
- (j) If Supplier fails to provide FNsteel with the notifications referred to in para. (i) of this Article 5, Supplier will forfeit any and all rights that it would have been able to invoke in connection with the actual circumstances referred to in para. (i) of this Article 5. This provision will apply even if FNsteel was aware or ought to have been aware of the circumstances in question.

- (k) A delivery will be deemed to have been completed when the delivery of the goods has been accepted by or on behalf of FNsteel and FNsteel has signed to indicate its acceptance of the delivery. This signature will be without prejudice to the fact that the goods that have been delivered may be rejected on the basis of Article 14 of these General Terms and Conditions of Purchase. Furthermore, Supplier will not be entitled to derive any rights whatsoever from the signature referred to in the first sentence of this paragraph, and that signature will not, therefore, for example, preclude FNsteel from being able to exercise its rights, such as its rights on the basis of a breach on the part of Supplier.
- (l) Supplier is not authorised to suspend its obligation to deliver in the event that FNsteel breaches any of its obligations.

6. Ownership and risk

- (a) The ownership of and risk in relation to the goods will be transferred from Supplier to FNsteel when the goods arrive at the Sites or when they arrive at FNsteel's storage or assembly site in the event that that site is located outside the Sites, unless (i) otherwise agreed or (ii) FNsteel rejects the goods during or after delivery (on the basis of Article 14 of these General Terms and Conditions of Purchase).
- (b) Supplier guarantees that FNsteel will obtain the unencumbered ownership of those goods.
- (c) Supplier hereby waives any and all rights and powers vested in it on the basis of a right of retention or a right of recovery with respect to goods that have been delivered.

7. Packaging

- (a) Supplier will package the goods at its own expense with due observance of the requirements stipulated under or by virtue of the law, and in a manner that is appropriate for the goods in question, so that they reach their destination undamaged and in good condition. Supplier is liable for any damage caused as a result of insufficient or inadequate packaging.
- (b) Supplier must include a packing list with every delivery, stating:
 - (i) FNsteel's full order number;
 - (ii) for each item, the item number, quantity and description;
 - (iii) FNsteel's article number, if indicated; and
 - (iv) hoisting instructions, if applicable.
- (c) For goods that have a weight per piece that exceeds one thousand (1,000) kilograms, the weight must also be clearly indicated.
- (d) Supplier must immediately take back packaging materials, including returnable and lent packaging materials, at its own risk and expense, immediately upon request by FNsteel.

8. Transport of hazardous substances

- (a) Hazardous substances within the meaning of Article 6:175 DCC must be packaged, transported and stored by Supplier with special care, and Supplier must mark them with symbols, trademark signs, amounts and quantities, lettering, etc. in accordance with any domestic or international rules or regulations that apply. Supplier is responsible for any and all requisite permits and permissions, or any other requisite measures regarding the packaging, transport or storage of such materials. Supplier will provide FNsteel with any and all information required for the purposes of REACH (Registration, Evaluation and Authorisation of Chemicals) or other regulations.

9. Performance of work and provision of services

- (a) The work must be performed and the services must be provided in the manner indicated in the Agreement, order, assignment or these General Terms and Conditions of Purchase.
- (b) Supplier must warn FNsteel about any errors in the assignment at the time when the Agreement is entered into or performed. This provision also applies in the event of defects and unsuitability of goods or factors originating from FNsteel, including with regard to the soil (or any contamination thereof) on which FNsteel has work(s) carried out, and errors or defects in the plans, drawings, calculations, contract documents or implementing provisions provided by FNsteel. If Supplier fails to fulfil its obligation to warn within the meaning of this paragraph, it will be liable for any and all damage that FNsteel or third parties sustain as a result (including bodily injury).
- (c) Supplier will be in default if a period agreed for the performance of work or the provision of services is exceeded. Article 5(d) of these General Terms and Conditions of Purchase applies equally in the event that Supplier exceeds an agreed term for performance of work or the provision of services.
- (d) The performance of work or the provision of services or a work will be deemed to have been completed when FNsteel confirms In Writing that the work and/or services in question has/have been performed or provided or have been approved. Supplier will not be entitled to derive any right whatsoever from any such confirmation or approval, meaning that such confirmation or approval will not, for example, preclude FNsteel from being able to exercise its rights on the basis of *inter alia* a breach on the part of Supplier.
- (e) Supplier will not be entitled to suspend the performance of work or the provision of services in the event that FNsteel breaches any of its obligations.
- (f) The parts and/or components of a work to be manufactured by Supplier for the benefit of FNsteel, and any goods supplied by third parties to Supplier or FNsteel in this context, will become the property of FNsteel as soon as they arrive at the Sites or at FNsteel's assembly or storage site in the event that that site is located outside the Sites, unless (i) otherwise agreed or (ii) the parts and/or components have been rejected before, during or after their arrival at the Sites or the assembly or storage site on the basis of Article 14 of these General Terms and Conditions of Purchase.
- (g) Supplier's processing or treatment of the parts and/or components and of goods that have been made available by FNsteel or by third parties, referred to in para. (f), will be deemed to take place on behalf of and for FNsteel.
- (h) Supplier undertakes to allow FNsteel, immediately following FNsteel's request to that effect, to (once again) take possession, as the owner, of the materials and/or parts referred to in para. (f), even if that would be to the detriment of any new goods.
- (i) Supplier will bear the risk related to the work, in whatever state of completion it may be, and the risk related to the auxiliary materials that FNsteel makes available, including the goods referred to in Article 9(f), until such time as the work has been completed in accordance with the provisions set out in Article 9(d).

10. Additional work and less work

- (a) Supplier must immediately notify FNsteel if Supplier is of the opinion that the nature and/or scope of the work must be changed and that change would lead to circumstances that would increase/decrease the costs. FNsteel will not be obliged to pay any price increase in the event that Supplier has failed to fulfil its obligation to notify.
- (b) Any work in addition to and/or that differs from the assignment that FNsteel has granted to Supplier, including in the event that it relates to cost-cutting or any improvement, will only be carried out after an authorised representative of FNsteel has issued Written instructions to Supplier to carry out such work.

- (c) For any additional work that FNsteel asks Supplier to perform before or during the performance of work and/or provision of services, Supplier must submit a separate offer at a fixed price.

11. Second-line suppliers, subcontractors and other third parties

- (a) Supplier is responsible for and will take care of the second-line suppliers, subcontractors and/or other third parties (and their personnel) that are engaged in connection with the work to be performed and/or services to be provided. Supplier's choice to engage second-line suppliers, subcontractors and/or other third parties (and their personnel) is subject to FNsteel's prior Written approval. However, such approval will not release Supplier in any way whatsoever for the proper and timely performance of its obligations, as well as those of second-line suppliers, subcontractors and/or third parties engaged by the Supplier (and their personnel), under the Agreement.
- (b) These General Terms and Conditions of Purchase apply equally to second-line suppliers, subcontractors and/or other third parties engaged by Supplier. Supplier must inform such second-line suppliers, subcontractors and/or other third parties of this correctly, completely and in good time.
- (c) If FNsteel so requests, Supplier will send FNsteel copies of assignments, agreements etc. concluded with second-line suppliers, subcontractors and/or other third parties (with possible omission of the prices) within fourteen (14) days after having concluded such orders.

12. Performance schedule, progress reports, supervision and collaboration

- (a) If FNsteel so requests, Supplier must, as soon as possible, submit a performance schedule and or assembly plan to FNsteel regarding the work to be performed and/or the services to be provided, which performance schedule or assembly plan will include:
 - (i) the time of commencement and a time schedule;
 - (ii) the planned weekly workforce;
 - (iii) the assembly and storage site that is required in Supplier's opinion, with an indication of the desired time of commencement and period of use; and
 - (iv) the auxiliary materials needed, clearly stating, in accordance with the Agreement, what materials will be made available by Supplier and what will be made available by FNsteel, indicating the commencement date and end date of the use.
- (b) Every week after the work and the services have commenced, or at another time or manner desired by FNsteel, Supplier will provide FNsteel with a signed and dated progress report. Unless the Agreement provides otherwise, Supplier will be responsible for the day-to-day management and the supervision of the performance of the work. If is carried out on a cost-plus basis, the hours worked must be accounted for in timesheets, which must be submitted to FNsteel not later than the week following the week being accounted for. FNsteel will be entitled to inspect the work performed and/or services provided by Supplier. Such inspection will be subject to Article 14 of these General Terms and Conditions of Purchase.
- (c) Supplier must allow other work to be performed on or near the work, and must ensure that such work is not obstructed or hindered by the performance of its work. Supplier must ensure that FNsteel's business operations are not disrupted or harmed as a result of the performance of the work.

13. Auxiliary materials and data

- (a) Any and all auxiliary materials, including but not limited to drawings, models (including casts) moulds, dies, and equipment and tools that FNsteel makes available to Supplier or that Supplier purchases at FNsteel's expense for the performance of the Agreement will be the property of FNsteel and FNsteel will be entitled to claim them immediately at any time. Supplier will manage, use and maintain all those auxiliary materials in good condition at its own risk and expense. The auxiliary materials that FNsteel makes available to Supplier for the performance of the Agreement, order and/or assignment must be stored separately and recognisably as the property of FNsteel and may not be removed from the Sites and/or the storage and assembly sites in the event that they are located outside the Sites without FNsteel's Written permission.
- (b) In the event that a cast is sent to Supplier, Supplier must, upon receipt, inspect it on the basis of the drawings.
- (c) Supplier may not use the auxiliary materials referred to in para. (a) of this Article 13 for or allow them to be used by third parties unless it has been authorised to do so by FNsteel In Writing.
- (d) Any and all drawings and other data (such as the relevant CE marking) needed in order to assemble, use, maintain and repair the goods supplied by Supplier must be sent to FNsteel as soon as possible in duplicate or in the quantity indicated in the Agreement.
- (e) In order to enable FNsteel to use, maintain and repair the goods that have been delivered and all their parts, and in order to enable it to purchase parts, Supplier will, as soon as possible after their delivery, and at its own cost, provide FNsteel with a set of complete, fully revised and properly reproducible CAD drawings showing the actual condition of what has been included in the delivery. This set of technical documents must contain all the details required by FNsteel. Notwithstanding the foregoing conditions, it will be sufficient to indicate the relevant serial and type numbers in the case of commodities.
- (f) The data, drawings, etc. referred to in paras. (a), (d) and (e) of this Article 13 will be the property of FNsteel.
- (g) Unless otherwise provided in the Agreement, no compressed air, equipment or tools, materials or work garments will be made available to Supplier when it performs the work and provides the services. FNsteel will make water and three phase current between 220 – 380 volts, 50 Hz, available free of charge on the Site. After consulting with Supplier, FNsteel will determine the relevant amount in this regard as well as the place and time at which these are to be made available. Supplier must provide the requisite reliable hoses, cables, etc. to be used from the connection point supplied.

14. Inspection

- (a) FNsteel is at all times entitled to have the goods that have been and/or that will be delivered in the future subjected to an interim or final inspection, among other things with respect to:
 - (i) the quality and the correct application of the materials used; and/or
 - (ii) the performance and progress in the factories and workplaces of Supplier and/or the second-line suppliers, subcontractors and/or other third parties engaged by Supplier.
- (b) FNsteel is also entitled to carry out an interim or final investigation (or to have one carried out) to determine whether a work, services and/or activities that has/have been performed or a work, services and/or activities that is/are to be performed have been/are being performed in accordance with the Agreement and these General Terms and Conditions of Purchase.
- (c) Supplier must fully cooperate with the interim and/or final inspections and investigations referred to in paras. (a) and (b) of this Article 14.

- (d) Supplier undertakes to ensure that FNsteel, or third parties that it engages, have access during working hours to Supplier's factories and workplaces and to those of its second-line suppliers, subcontractors and/or other third parties engaged by Supplier. Supplier must provide FNsteel or the third parties that FNsteel engages with any and all information related to the Agreement that they request, and to cooperate with them in any way requested, to enable them to perform their duties properly.
- (e) FNsteel and the third parties that it engages will be entitled to provide inspected goods with marks, and they are authorised to reject them definitively or in the interim. One reason for a definitive or interim rejection could include, but is not limited to, the discovery that the agreed requirements have not been complied with or that goods have been adapted in order to hide and/or repair errors or defects.
- (f) If materials and parts are inspected in the factories or workplaces of Supplier, second-line suppliers, subcontractors and/or other third parties engaged by Supplier, the costs of the inspection will be paid by Supplier. Any costs charged by third parties that FNsteel engages will be paid by FNsteel. Any costs incurred for any repeat inspection will be paid by Supplier in their entirety, unless Supplier has demonstrated that they are the result of a rejection that was caused by FNsteel.
- (g) FNsteel will notify Supplier in the event of an interim or definitive rejection, and FNsteel will decide whether Supplier must:
 - (i) repair or replace the goods that have been rejected, or supplement whatever is missing, within a period to be stipulated by FNsteel until the agreed requirements have been met; and/or
 - (ii) perform the work and/or provide the services so that it/they are in accordance with the Agreement and/or these General Terms and Conditions of Purchase within a period to be stipulated by FNsteel,unless FNsteel prefers to rescind or terminate the Agreement in accordance with the provisions of Article 21 of these General Terms and Conditions of Purchase. The foregoing is without prejudice to FNsteel's other rights on the basis of a breach (including the right to claim compensation). Any and all costs incurred in relation to this para. (g) (including any costs incurred for any repair and dismantling work) will be paid by Supplier.
- (h) Insofar as Supplier fails to fulfil its obligations in accordance with para. (g) of this Article 14, FNsteel will be entitled to carry out the actions referred to in that paragraph (or have them carried out) at Supplier's risk and expense. FNsteel will notify Supplier of this.
- (i) In the event of an interim or definitive rejection, Supplier grants FNsteel the right to use the goods that have been rejected until the agreed requirements have been met. FNsteel's use of rejected goods does not in any way imply a waiver of any rights that vest in FNsteel in connection with the rejection.
- (j) Supplier will not be entitled to derive any right whatsoever from the results of an inspection or investigation within the meaning of paras. (a) or (b) of this Article (14) or from the lack of any outcome from such an inspection or investigation.
- (k) Under no circumstances is FNsteel bound by any time period that may or may not have been stipulated by Supplier within which FNsteel must give notice that the delivered goods have been rejected or within which FNsteel must submit a complaint.
- (l) Any notification from FNsteel or a third party that it has engaged, in whatever form it has been communicated, either to Supplier or to any second-line suppliers, subcontractors and/or other third parties, will not in any way release Supplier from its liability to fulfil its obligations as agreed.

15. Guarantee

- (a) Supplier guarantees that the goods to be delivered and/or the work to be carried out and/or the services to be provided or activities to be performed will be in accordance with the Agreement and these General Terms and Conditions of Purchase. This guarantee in any event includes the following:
 - (i) the goods that have been/will be delivered are in compliance with the highest requirements that can be stipulated in accordance with the state of the art at the time at which they are manufactured, and the goods must also be manufactured using materials that are the most suitable for the purpose for which the goods are intended. Insofar as particular requirements have been stipulated in the Agreement or in the drawings or other data (such as standards) that FNsteel has provided, such requirements will have priority;
 - (ii) parts or components that must be identical in accordance with the drawings or designs submitted by FNsteel must in fact be interchangeable. For any and all parts or components that can be replaced, the mating surfaces must be finished in accordance with tolerance sizes. These tolerance sizes will be indicated in the drawings;
 - (iii) the goods will be delivered complete and ready for use, and will be suitable;
 - (iv) all the parts will be included in the delivery, including any parts that are not explicitly referred to in the Agreement but that are required for proper operations, including the customary security measures, special equipment, etc.;
 - (v) the delivered goods will have the promised characteristics;
 - (vi) the delivered goods will be new and free of any defects and rights of third parties;
 - (vii) a mark from the manufacturer or from the party that has placed the goods on the market will be affixed to the delivered goods;
 - (viii) the delivered goods will be provided with and accompanied by any and all data and instructions that are needed to use them properly and safely;
 - (ix) the delivered goods will be provided with and accompanied by any and all documentation requested by FNsteel, regardless of whether FNsteel has requested such documentation before, during or after the Agreement has been concluded;
 - (x) for a period of five years, Supplier will provide support regarding the use of any software that is supplied together with the goods in order to ensure that functional requirements are met. That term will commence when the software is delivered;
 - (xi) Supplier will not, while delivering the goods or carrying out work or providing services and/or work activities, transfer any computer viruses, in the broadest sense of the word, to FNsteel;
 - (xii) the delivered goods, any work, services and/or activities will be suitable for the purpose for which the assignment or order has been placed or for which the Agreement has been concluded;
 - (xiii) the execution of a work or the performance of services and/or activities will take place in accordance with good professional standards and in accordance with the highest standards that can be stipulated on the basis of the state of the art at the time such execution takes place;
 - (xiv) any work, services and/or activities will be carried out without interruption; and
 - (xv) the goods or work that has/have been delivered and/or the services to be provided and/or the activities to be performed will be in accordance with the requirements stipulated by or pursuant to the law, the applicable rules of self-regulation and/or requirements stipulated by FNsteel, including those related to quality, health, safety, the environment and any publicity.
- (b) Supplier also guarantees, among other things, that:
 - (i) no acts will be carried out that are in contravention of any relevant laws regarding child labour;

- (ii) no discrimination will take place on the grounds of race, sex, religion, etc., and that any form of discrimination will be prohibited;
 - (iii) there will be no forced, hidden or dangerous work or community punishment, with the exception of the work performed by prisoners who can freely choose to work somewhere and who receive a salary that is on market terms;
 - (iv) the employees will be offered sound and certain employment conditions;
 - (v) the right to freedom of association will be respected;
 - (vi) neither it nor any companies affiliated with it or third parties that it engages will perform any acts that are contrary to the applicable anti-corruption laws and regulations; and
 - (vii) no acts contrary to FNsteel's Code of Conduct will be carried out.
- (c) If, regardless of the results of prior approval, the delivered goods turn out to be not in compliance with the provisions of para. (a) and/or (b) of this Article (15) and other guarantees provided and/or requirements agreed in these General Terms and Conditions of Purchase or in the Agreement, FNsteel will be entitled to exercise the rights referred to in Article 14(g), (h) and (i) (Inspection).
- (d) In the event of an emergency and in cases in which, after consulting with Supplier, it must be assumed in all reasonableness that Supplier is going to be in breach of its guarantee obligations, FNsteel will be entitled to exercise the rights referred to in Article 14(g), (h) and (i) itself, or to have them exercised by third parties, at Supplier's expense. This will not release Supplier from its obligations pursuant to the Agreement or these General Terms and Conditions of Purchase.
- (e) Unless otherwise agreed In Writing, the guarantee period is two (2) years calculated from the date that the goods are delivered or the work is performed and/or the services are provided.
- (f) An agreed guarantee period will recommence after the acceptance of repair work, replacement or addition to which the guarantee provisions apply.
- (g) The foregoing provisions are without prejudice to Supplier's obligation to compensate any other costs that FNsteel has been forced to incur as a result of or in connection with a failure on the part of Supplier to meet the guarantee obligations referred to in para. (c) of this Article 15 until the work has been performed and/or the services have been provided in accordance with the agreed requirements, or until the defective goods have been repaired and/or replaced.
- (h) The provisions of this Article do not release Supplier from its liability for any hidden defects in the goods that have been delivered or hidden defects in any work performed and/or services provided which come to light after the guarantee period has ended, but not later than four (4) years after the end of the guarantee period.

16. Confidentiality

- (a) Supplier is obliged to observe absolute confidentiality with respect to any and all information originating from FNsteel (including ideas, knowledge, trade secrets, data, procedures, materials, drawings, samples, etc.) that come to its attention in the context of the Agreement (and the performance of the Agreement) which FNsteel has designated as confidential or in respect of which Supplier can reasonably presume that it is confidential ("Confidential Information"). Supplier will limit access to Confidential Information to persons who need it for the Agreement (and/or in order to perform the Agreement). Supplier will not disclose Confidential Information or any part of it to any person, firm, company or other entity unless with prior Written permission from FNsteel, nor will Supplier use the Confidential Information or any part of it other than for the Agreement (and/or the performance of the Agreement).
- (b) The duty of confidentiality referred to in para. (a) of this Article 16 does not apply to information in respect of which Supplier can demonstrate, based on Written evidence, that:
- (i) Supplier already possessed it in its entirety prior to its disclosure by FNsteel, without Supplier being bound by any duty of confidentiality towards FNsteel or a third party in that regard; or

- (ii) at the time of the disclosure by FNsteel, that information was already, or subsequently became, common knowledge or readily available, other than as a result of any act or omission on the part of Supplier; or
 - (iii) Supplier had obtained it from a third party that was not bound by a duty of confidentiality with respect to that information; or it was independently developed by Supplier without it making any use of information disclosed by FNsteel; or
 - (iv) it has to be disclosed by Supplier pursuant to the law, any regulation or rule stipulated by an agency recognised by the government or a binding, non-appealable decision issued by a court or another government body. In that case, Supplier will notify FNsteel of this In Writing in a timely manner, to enable the extent of Supplier's disclosure to be limited, in consultation with FNsteel, to whatever is strictly necessary.
- (c) Supplier is obliged to impose the same obligations as those referred to in para. (a) of this Article 16 on its managerial or lower-ranking employees or second-line suppliers, subcontractors and/or other third parties (and their personnel) that it has engaged for the purpose of performing this Agreement. Supplier warrants that those employees and/or third parties (and their personnel) will not act contrary to the duty of confidentiality.
- (d) In the event of a fact, an event or circumstance that constitutes a violation, breach or failure by Supplier to fulfil an obligation pursuant to this Article 16, Supplier will be liable to pay FNsteel, without notice of default or a court decision being required, an immediately due and payable penalty of EUR 50,000 (fifty thousand euro) for each violation ascertained, which penalty will be payable in full without any deduction, set-off or suspension. This is without prejudice to all FNsteel's other rights and claims, including its right to claim compensation for the damage actually incurred. This article explicitly excludes the application of Article 6:92 (2) and (3) DCC.

17. Patent rights and other industrial and intellectual property rights

- (a) By delivering goods, Supplier grants FNsteel a perpetual, irrevocable, non-transferrable, world-wide sublicensable and non-exclusive licence under any and all industrial and intellectual property rights that it has in respect of those goods. This licence must enable FNsteel to freely use the goods in its own business, to freely apply the working methods to be realised as a result, and to transfer or repair the goods or to have them repaired. Full payment for this licence is included in the fee.
- (b) By accepting the Agreement, Supplier declares that the manufacture, delivery, use and/or repair of the goods and any part of them and the use of the associated working methods will not constitute an infringement of any industrial or intellectual property rights of third parties.
- (c) Supplier indemnifies FNsteel against any liability whatsoever claimed by a third party, whether legitimately or not, on the basis of an alleged infringement as referred to in para. (b) of this Article 17. FNsteel will immediately notify Supplier in the event that a third party informs FNsteel of an alleged infringement. Supplier will promptly take any and all measures needed to ensure that FNsteel is able to continue its unrestricted use, etc., as referred to in para. (a) of this Article 17. If Supplier fails to take such measures within a reasonable period, and in any event within one month after being notified, FNsteel will be entitled to take them at Supplier's risk and expense. Such needed measures will include conducting legal proceedings, reaching settlements with any entitled parties and making the necessary changes to the goods, without in any way affecting their soundness and the ability to use them, thus remedying any infringement that has been discovered.

- (d) Any and all copyrights and any and all related rights that Supplier has, pursuant to the law, in relation to software products to be developed by it for FNsteel's benefit, (to be referred to below as "Custom-Made Software"), including but not limited to source codes, object codes and any and all codes derived from them, will be transferred to FNsteel, which transfer FNsteel hereby accepts *nunc pro tunc* immediately after such rights arise. These rights will be deemed to be transferred simultaneously with the actual delivery of the Custom-Made Software. Insofar as a further instrument is required in order to transfer such copyrights, Supplier will cooperate in having these rights transferred immediately upon request by FNsteel without stipulating any further conditions. To the extent possible, Supplier hereby waives the rights referred to in Section 25 of the Dutch Copyright Act (*Auteurswet*) and is obliged to otherwise refrain from invoking those rights.
- (e) Insofar as Supplier supplies software to FNsteel, the rights to which are vested in third parties, Supplier will ensure that those parties grant FNsteel a direct licence.
- (f) At FNsteel's request, the Parties will enter into the necessary agreement(s) with an escrow agent with regard to depositing the source code of software that Supplier has not specifically developed for FNsteel ("Standard Software"), including any technical documentation that FNsteel needs in order to maintain, change, or correct and/or modify the source code.

18. Liability

- (a) If Supplier breaches its obligations, FNsteel will be entitled, among other things, to exercise the rights referred to in Article 14 (g), (h) and (i).
- (b) Supplier will be liable for any and all damage that FNsteel sustains as a result of:
 - (i) a breach of Supplier's obligations and/or as a result of any acts or omissions including unlawful acts by Supplier or its personnel or third parties that Supplier engages (or their personnel), including but not limited to contractors and/or subcontractors; and/or
 - (ii) the mere presence of Supplier's goods or of its personnel or third parties that Supplier engages (or their personnel), including but not limited to contractors and/or subcontractors,unless the damage is the result of an intentional act or omission or wilful recklessness on the part of solely FNsteel's managerial staff.
- (c) Supplier indemnifies FNsteel against any and all claims brought by third parties (or their personnel), including but not limited to contractors and/or subcontractors and suppliers and/or second-line suppliers, in connection with the performance of the Agreement.
- (d) Supplier has taken out or will take out sufficient insurance against liability as referred to in this Article 18 and will allow FNsteel to inspect the relevant policy upon request. This obligation to take out insurance also pertains to auxiliary materials that are in any way involved in the performance of the Agreement. FNsteel's right to inspect will not release Supplier from its liability in that regard.
- (e) FNsteel is not liable for any direct, consequential or indirect damage sustained by Supplier, its personnel and/or third parties that it engages in connection with the performance of the Agreement, unless the damage was caused by an intentional act or omission or wilful recklessness on the part of solely FNsteel's managerial staff.

19. Force majeure

- (a) In the event of a force majeure situation involving one of the parties, the performance of the Agreement will be suspended, wholly or in part, for the duration of the force majeure situation without the parties owing each other any compensation as a result. If the force majeure situation continues for longer than thirty (30) days, the other party will be entitled to terminate the Agreement by registered letter, with immediate effect, without the need for court intervention and without that giving rise to any right to compensation. Force majeure on the part of Supplier does not in any event include: a lack of personnel, strikes, breach of contract on the part of third parties engaged by Supplier, any failures in auxiliary materials, liquidity or solvency problems on Supplier's part and government measures taken at Supplier's expense.

20. Taxes and premiums

- (a) Supplier is and will at all times remain responsible and liable for performing the obligations it has or the obligations that individuals or legal entities that it engages have under one or more Agreements on the basis of tax and social insurance legislation. Supplier indemnifies FNsteel against any claims in this regard.
- (b) A Supplier that deploys personnel, whether or not in its employ, in connection with the performance of one or more Agreements will submit, at FNsteel's request, declarations demonstrating that Supplier has paid, in full and on time, turnover tax, wages and salaries tax, social insurance contributions and/or employee insurance contributions for itself as well as any expert(s) and any substitute(s) it has engaged in connection with the performance of the Agreement (Payment History Reports (*Verklaringen Betalingsgedrag*)). At FNsteel's request, the Payment History Reports may also pertain to third parties and legal entities that Supplier has engaged in connection with the performance of the Agreement. The Payment History Reports must be drawn up by the Dutch Tax and Customs Administration (*Belastingdienst*) or the Employee Insurance Agency (*Uitvoeringsinstituut werknemersverzekeringen* (UWV)), and they must be marked as originals. If Supplier has not complied with a request in this regard within 30 days, FNsteel will be entitled to suspend any and all payments to Supplier pursuant to any Agreement and to terminate or rescind the Agreement with immediate effect in accordance with the provisions of Article 21.
- (c) Without prejudice to the provisions of para. (b), FNsteel may determine that the Payment History Reports may be submitted in the form of an auditor's report from an accountant to be appointed in consultation with FNsteel. The costs incurred for the auditor's report will be borne by Supplier.
- (d) At FNsteel's request, Supplier must include with its invoices a timesheet showing which individuals have been deployed, where, on which days and for how many hours per day for the work/services. Supplier must also declare that these individuals were in its or its subcontractors' salaried employment during the period in which they performed work/provided services.

21. Termination

- (a) FNsteel is entitled, at its discretion, to suspend the performance of the Agreement, wholly or in part, or to rescind and/or terminate the Agreement, wholly or in part (with immediate effect), by means of a Written statement, without the need for court intervention and without FNsteel being obliged to pay any compensation, if:
 - (i) Supplier breaches one or more of its obligations under the Agreement and/or these General Terms and Conditions of Purchase, or if FNsteel is reasonably entitled to assume that Supplier will not fulfil its obligations or will not do so properly and in a timely manner;
 - (ii) Supplier is granted a suspension of payments (or if such a suspension is requested on Supplier's behalf) or if Supplier is declared insolvent;
 - (iii) Supplier is placed in receivership or is subject to an administration order;
 - (iv) Supplier's business is sold or terminated;

- (v) Supplier's permits required for the performance of the Agreement have been revoked;
 - (vi) there is a pandemic or epidemic;
 - (vii) an attachment is levied on a significant portion of Supplier's operating assets.
- (b) Any and all claims that FNsteel has or acquires in the instances referred to in para. (a) of this Article 21 will be immediately due and payable in full.
- (c) FNsteel will be entitled to suspend and/or terminate or rescind the performance of the Agreement, wholly or in part, if exceptional economic circumstances give it reason to do so. In that case, Supplier will be compensated for the unavoidable and documented costs it incurs as a direct result of such suspension and/or termination or rescission.

22. Transfer

- (a) Supplier may not transfer or outsource to third parties, either wholly or in part, its rights and obligations pursuant to the Agreement and these General Terms and Conditions of Purchase without obtaining prior Written permission from FNsteel in that regard. This is a non-transferability clause within the meaning of Article 3:83(2) DCC and it has effect under property law. This clause also precludes any legally valid pledge of the underlying claim(s).

23. Data protection

- (a) Supplier will comply with the General Data Protection Regulation (GDPR) in performing the Agreement and will lend FNsteel all reasonable cooperation to enable FNsteel to comply with the GDPR. If Supplier acts as a processor of personal data of FNsteel, Supplier will:
- (i) process the personal data solely on the basis of documented instructions from FNsteel and for the purpose of performing its obligations under the Agreement, save in the event that it processes them on the basis of a requirement of the applicable European Union or member state law;
 - (ii) inform FNsteel if data are processed on the basis of a requirement of the applicable European Union or member state law;
 - (iii) ensure that the individuals it engages to process personal data are bound by confidentiality, either contractually or under a statutory obligation;
 - (iv) only grant its employees access to personal data on a need to access/need to know basis;
 - (v) implement appropriate technical and organisational security measures;
 - (vi) not engage any other processor (or subprocessor) without the FNsteel's prior Written consent, and, after obtaining its Written consent, will ensure that such processor (or subprocessor) is bound by the obligations stipulated in this para. (a) of Article 23;
 - (vii) assist FNsteel both in responding to requests from data subjects exercising their rights under the GDPR and in order for FNsteel to fulfil its obligations relating to securing of the processing, reporting of data breaches, data protection impact assessments and prior consultations with the supervisory authority;
 - (viii) promptly notify FNsteel of any communication from a data subject regarding the processing of FNsteel personal data, or any other communication (including from a supervisory authority) relating to FNsteel's obligations with regard to the FNsteel personal data pursuant to the GDPR. Supplier will not respond to any such communication except on the documented instructions of FNsteel or if Supplier is required to do so by the applicable law;
 - (ix) notify FNsteel In Writing, without undue delay, of any personal data breach, and in any event within 24 hours after Supplier discovers the occurrence of personal data breach;
 - (x) at the end of the Agreement, either return or delete all personal data processed by FNsteel, at FNsteel's discretion, unless there is statutory obligation for it to retain the personal data;
 - (xi) supply FNsteel, on request, with all the information it needs to demonstrate compliance with its personal data obligations;

- (xii) not transfer any personal data to any country outside the EEA or to any international organisation without FNsteel's prior Written consent, which will be subject to the condition that Supplier as well as any subprocessor is bound by the relevant standard contractual clauses.
- (b) If Supplier acts as the processor in processing FNsteel personal data, Supplier will, at FNsteel's sole discretion and at its first request, provide its assistance in stipulating all the details listed in Article 28(3), opening lines, of the GDPR.

24. Amendments to the General Terms and Conditions of Purchase

- (a) FNsteel is entitled to amend or supplement the Agreement or these General Terms and Conditions of Purchase. The new text of these General Terms and Conditions of Purchase will then apply at all times.

25. Invalidity of one or more provisions (general)

- (a) If a provision of the Agreement and/or these General Terms and Conditions of Purchase is invalid, that will not affect the validity of the other provisions of the Agreement and these General Terms and Conditions of Purchase.
- (c) If and insofar as a provision of the Agreement and/or these General Terms and Conditions of Purchase is invalid or, in the circumstances, must be deemed to be unacceptable according to the principles of reasonableness and fairness, a provision will apply between the parties that is acceptable, taking all the circumstances into consideration.

26. Applicable law and competent court

- (a) The legal relationship between FNsteel and Supplier is governed exclusively by Dutch law. The Vienna Sales Convention does not apply.
- (b) Any and all disputes between FNsteel and Supplier will be resolved by the competent judge of the District Court of Zeeland-West-Brabant, Breda location, the Netherlands, unless the Agreement provides otherwise.

27. Final provision

- (a) Solely the Dutch text of these General Terms and Conditions of Purchase is authentic. In the event of any discrepancy between the Dutch text and a translation into a foreign language, the Dutch text will prevail.

FNsteel BV

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