HANDELSKADE GENERAL PURCHASE CONDITIONS 2026

1. Definitions

In these General Purchase Conditions ("Conditions"), the following terms shall have the meanings set out below:

i. "Acceptance" means the formal written acceptance by Purchaser of the Goods, Works and/or Services following completion of inspections, tests, Factory Acceptance Tests, Site Acceptance Tests, commissioning activities or other agreed acceptance procedures. Acceptance shall only occur in accordance with Article 5 of these Conditions.
ii. "Agreement" means the agreement between Purchaser and Supplier concerning the supply of Goods, Works and/or Services, including all appendices, purchase orders, specifications, drawings, amendments, change orders and these Conditions.
iii. "Buyer" means the ultimate client, customer, vessel owner, charterer or other contracting party for whom Purchaser performs the project or to whom the vessel, Goods, Works or Services are ultimately supplied.
iv. "Conditions" means these Handelskade General Purchase Conditions 2026.
v. "Confidential Information" means all commercial, technical, operational, financial, strategic or project-related information disclosed by Purchaser and/or Supplier, whether in written, oral, visual, electronic or any other form, including all copies, extracts and summaries thereof.
vi. "Delivery" means the complete and proper delivery of Goods, Works and/or Services in accordance with the Agreement, including transfer of possession, completion of agreed activities, provision of required Documentation and compliance with all contractual delivery requirements.
vii. "Documentation" means all manuals, drawings, calculations, certificates, software, source files, inspection reports, test reports, data files, technical records, maintenance information and related technical or operational documents required under the Agreement.
viii. "Factory Acceptance Test" or "FAT" means testing activities performed prior to shipment or delivery in order to verify compliance of the Goods, Works or Services with the Agreement and applicable specifications.
ix. "Goods" means all materials, components, spare parts, software, systems, equipment and related items supplied by Supplier under the Agreement.
x. "Large Project Order" means any Agreement, purchase order or scope of supply with a total contract value of fifty thousand euro (€ 50,000) or more, or any Agreement that Purchaser designates in writing as a Large Project Order regardless of value (for example because of back-to-back exposure towards a Buyer or Yard, criticality to a project schedule, or safety, classification or environmental significance). The terms "Small Order" refers to any Agreement that is not a Large Project Order.
xi. "Project" means the vessel construction, retrofit, offshore, maritime or other project to which the Goods, Works and/or Services relate.
xii. "Purchaser" means Handelskade Shipsales B.V. and/or any affiliated entity stated in the Agreement, purchase order or project documentation.
xiii. "Services" means all services, consultancy, logistics, supervision, engineering, installation, commissioning, testing or related activities performed by Supplier under the Agreement.
xiv. "Site Acceptance Test" or "SAT" means testing, commissioning or verification activities performed at the Project site, vessel or Yard following installation or integration of the Goods, Works or Services.
xv. "Supplier" means the contracting party supplying Goods, Works and/or Services under the Agreement.
xvi. "Works" means all manufacturing, fabrication, assembly, installation, repair, commissioning, modification or related activities performed by Supplier under the Agreement.
xvii. "Yard" means the shipyard, construction site, repair facility or other Project location where the Goods, Works or Services are to be delivered, installed, integrated, tested or commissioned.

2. Applicability

2.1 These General Purchase Conditions apply to all requests for quotation, offers, purchase orders, Agreements, amendments, change orders and all other legal relationships between Purchaser and Supplier relating to the supply of Goods, Works and/or Services.
2.2 The applicability of any general terms and conditions, sales conditions or other standard conditions of Supplier is expressly rejected and excluded, irrespective of any reference thereto in quotations, order confirmations, invoices, correspondence, delivery documents, electronic platforms, websites or otherwise.
2.3 Any reference by Supplier to its own terms and conditions shall not constitute acceptance thereof by Purchaser and shall not amend or supersede these General Purchase Conditions.
2.4 Deviations from or amendments to these General Purchase Conditions shall only be valid if expressly agreed in writing by Purchaser's authorized representative.
2.5 In the event of any conflict or inconsistency between the Agreement and these General Purchase Conditions, the provisions of the Agreement shall prevail.
2.6 In the event of conflict between contractual documents forming part of the Agreement, the following order of precedence shall apply unless expressly agreed otherwise:

a) Amendments and Change Orders;
b) The Main Agreement;
c) Technical Specifications and Drawings;
d) Appendices and Schedules;
e) These General Purchase Conditions;
f) Supplier documentation.

2.7 Commencement of performance by Supplier, shipment of Goods, provision of Services, issuance of invoices, or acceptance of any payment by Supplier shall constitute unconditional acceptance of these General Purchase Conditions.
2.8 These General Purchase Conditions shall also apply for the benefit of Purchaser's affiliated companies, project partners, clients and successors where relevant to the performance of the Agreement.

3. Quotations and Formation of Agreement

3.1 All quotations, proposals and offers submitted by Supplier shall remain irrevocable and valid for a minimum period of sixty (60) calendar days from the date of submission, unless otherwise agreed in writing.
3.2 Quotations submitted by Supplier shall be deemed to include all costs necessary for proper and complete performance of the Agreement, including but not limited to packaging, transport, duties, insurance, testing, certification, documentation, supervision and all ancillary activities required for complete delivery.
3.3 The Agreement shall only become binding upon written confirmation by Purchaser, issuance of a purchase order by Purchaser, or commencement of performance by Supplier following Purchaser's request.
3.4 Purchaser shall be entitled to amend the scope, specifications, quantities, drawings, planning, delivery schedules, technical requirements or execution sequence at any time.
3.5 Supplier shall immediately notify Purchaser in writing of any expected impact on price, schedule or technical performance resulting from a requested amendment.
3.6 Supplier shall not be entitled to additional compensation or extension of time unless (i) expressly approved in writing by Purchaser, or (ii) the amendment under Article 3.4 materially increases Supplier's costs or extends the time required for performance, in which case Supplier shall be entitled to a fair and reasonable adjustment to the price and/or schedule.
3.7 Supplier shall continue performance pending agreement on any amendment, variation or commercial adjustment.
3.8 Supplier confirms that it has carefully reviewed all technical, commercial and operational information relevant to the Agreement and that it possesses the necessary expertise, capacity, personnel and resources to perform the Agreement properly and timely.
3.9 Supplier shall immediately notify Purchaser of any ambiguity, inconsistency, omission or technical issue identified in the Agreement, specifications or documentation.
3.10 Supplier may not rely upon any misunderstanding, omission or lack of information that Supplier reasonably should have identified prior to entering into the Agreement.

4. Delivery and Performance

4.1 Time is of the essence in respect of all obligations of Supplier under the Agreement.
4.2 Delivery dates, milestone dates, completion dates and other agreed schedules are binding and essential obligations of Supplier.
4.3 Delivery shall take place Delivered Duty Paid (DDP) in accordance with the latest version of the International Chamber of Commerce Incoterms applicable at the date of the Agreement, at the location specified by Purchaser, unless expressly agreed otherwise in writing.
4.4 Supplier shall immediately notify Purchaser in writing of any actual or anticipated delay, disruption, shortage, non-conformity or circumstance that may impact timely or proper performance of the Agreement.
4.5 Such notification shall include:

a) the cause of the issue;
b) the expected impact on schedule and performance;
c) mitigation measures proposed by Supplier; and
d) a recovery plan where reasonably requested by Purchaser.

4.6 Supplier shall take all reasonable measures to prevent or mitigate delays and shall allocate sufficient personnel, resources and production capacity to maintain agreed schedules.
4.7 Supplier shall properly package, preserve, secure and protect the Goods against damage, corrosion, contamination, moisture, vibration and marine transport risks, taking into account long-term storage and international shipment conditions where applicable.
4.8 All packaging, preservation and transport measures shall comply with applicable laws, project requirements, classification requirements and Purchaser instructions.
4.9 Risk of loss or damage to the Goods shall remain with Supplier until Acceptance by Purchaser, regardless of earlier transfer of title or partial payments.
4.10 Title to the Goods shall pass to Purchaser at the earliest of

a) payment,
b) delivery at the Site, or

c) the moment the Goods become a component part of, or are joined by accession to, the Works or any immovable property of Purchaser or its principal.

Risk shall remain with Supplier until Acceptance. Until Acceptance, Supplier shall insure the Goods, keep them identifiable as the property of Purchaser to the extent reasonably possible, and shall not pledge, encumber or otherwise dispose of them. This provision shall not limit any rights of Purchaser arising by operation of law.
4.11 Transfer of title shall not constitute Acceptance and shall not release Supplier from any obligations, liabilities or warranties under the Agreement.
4.12 Supplier warrants that Goods shall be delivered free and clear of all liens, encumbrances, retention rights and third-party claims.
4.13 Purchaser shall have the right to reject Goods that:

a) do not comply with the Agreement;
b) are damaged;
c) are improperly packaged or preserved; or
d) are delivered late.

4.14 Supplier shall bear all costs associated with rejected Goods, including storage, return shipment, replacement, handling and re-delivery costs.
4.15 Partial deliveries shall only be permitted with Purchaser's prior written approval.
4.16 Early deliveries may be refused or stored by Purchaser at Supplier's risk and expense.
4.17 In respect of a Large Project Order, if Supplier fails to achieve any agreed delivery date, milestone date, completion date or other binding schedule date under the Agreement, Supplier shall pay to Purchaser liquidated damages of zero point five percent (0.5%) of the total contract value for each commenced week of delay, calculated from the day following the missed date until the date on which the relevant Goods, Works or Services are delivered, completed or accepted in accordance with the Agreement.
4.18 For the purposes of Article 4.17, "schedule dates" include, without limitation, final delivery dates, intermediate milestone dates, Factory Acceptance Test dates, Site Acceptance Test dates, commissioning dates, documentation submission dates and any other binding dates set out in the Agreement, the Purchase Order, the project planning or written instructions issued by Purchaser.
4.19 The aggregate liquidated damages payable under Article 4.17 shall not exceed ten percent (10%) of the total contract value.
4.20 Liquidated damages shall be payable upon written demand by Purchaser and may, at Purchaser's sole discretion, be set off against any amounts payable to Supplier under the Agreement or any other agreement between the Parties, without prejudice to Purchaser's right to recover the balance separately.
4.21 Liquidated damages shall be due without any requirement of prior notice of default, proof of actual loss or judicial intervention. Supplier expressly waives any right to challenge the reasonableness, proportionality or enforceability of the agreed amounts and acknowledges that the rates set out in Article 4.17 represent a genuine and reasonable pre-estimate of the minimum loss likely to be suffered by Purchaser as a result of delay.
4.22 Payment of liquidated damages shall not relieve Supplier from any of its obligations under the Agreement, including the obligation to complete performance, nor shall it affect Purchaser's right to reject late Goods under Article 4.13, to terminate for cause under Article 15.5, or to exercise any other right or remedy under the Agreement.
4.23 Liquidated damages under Articles 4.17 to 4.22 are without prejudice to and additional to Purchaser's right to claim full compensation for all losses, damages, costs and expenses caused by Supplier's delay, including but not limited to the categories of costs referred to in Articles 11.1 and 11.2 of the Addendum, back-to-back liquidated damages, penalties and delay costs imposed on Purchaser by Buyers, Yards or third parties, and any other direct or indirect losses suffered by Purchaser. Amounts paid as liquidated damages shall be credited against any such further compensation in respect of the same delay event, to the extent necessary to avoid double recovery.
4.24 Liquidated damages shall not apply to delays caused exclusively by (a) Purchaser's failure to perform its obligations under the Agreement where such failure directly prevents Supplier's performance, or (b) an event of force majeure recognized under the Agreement, in each case only to the extent and for the duration that such cause actually prevents timely performance and provided Supplier has complied with its notification and mitigation obligations under Articles 4.4 to 4.6.
4.25 The cap on liquidated damages set out in Article 4.19 shall not apply to, and shall not limit, Supplier's liability under Article 16.6 (a) to (d), nor shall it limit Purchaser's right to recover damages in excess of the cap under Article 4.23.

5. Inspection and Acceptance

5.1 Purchaser, Purchaser's client, Buyer, Yard, classification societies, insurers and authorized representatives shall have the right to inspect, audit and test the Goods, Works and Services at Supplier's premises, subcontractor premises, storage locations and project locations at all reasonable times.
5.2 Supplier shall provide reasonable access, facilities, documentation, personnel and assistance necessary for inspections, audits, tests, Factory Acceptance Tests, Site Acceptance Tests and quality verification activities.
5.3 Supplier shall provide Purchaser with adequate prior written notice of inspections, testing activities, Factory Acceptance Tests, Site Acceptance Tests, commissioning activities and hold points.
5.4 Supplier shall bear all costs associated with repeated inspections, retesting, delays or additional verification activities resulting from non-conformities, defects or incomplete performance.
5.5 Purchaser may reject Goods, Works, Services or Documentation that:

a) do not comply with the Agreement;
b) are defective or incomplete;
c) fail inspections or tests;
d) do not comply with applicable laws or classification requirements; or
e) are delivered without required Documentation or certificates.

5.6 Supplier shall promptly repair, replace or reperform rejected Goods, Works or Services at its own cost and risk.
5.7 Acceptance shall only occur following explicit written confirmation by Purchaser and only after:

a) completion of agreed inspections and tests;
b) receipt of complete Documentation and certificates;
c) resolution of all material deficiencies; and
d) compliance with the Agreement.

5.8 Attendance at inspections, Factory Acceptance Tests, Site Acceptance Tests, commissioning activities or sea trials by Purchaser, Buyer, Yard, classification societies or insurers shall not constitute Acceptance and shall not release Supplier from liability or warranty obligations.
5.9 Payment, partial payment, transfer of title, use of Goods, installation into the Works, operational use, or attendance during testing shall not constitute Acceptance.
5.10 Acceptance shall not:

a) waive warranty rights;
b) waive latent defects;
c) release Supplier from liability;
d) prejudice Purchaser's rights under the Agreement; or
e) limit Supplier's obligations regarding defects, non-conformities or performance guarantees.

5.11 Supplier remains fully responsible for the Goods, Works and Services until final Acceptance by Purchaser.
5.12 Purchaser may conditionally accept Goods or Works subject to outstanding punch list items, deficiencies or corrective actions, without prejudice to Purchaser's rights.

6. Quality and Compliance

6.1 Supplier guarantees and warrants that all Goods, Works and Services:

a) fully comply with the Agreement, specifications, drawings, Documentation and Purchaser instructions;
b) comply with all applicable laws, regulations, industry standards, classification society requirements and international conventions applicable to the project or intended use;
c) are new, unused, of good quality and workmanship, and free from defects in design, material and manufacture;
d) are fit for their intended purpose and suitable for the operational, marine and environmental conditions for which they are intended;
e) comply with all applicable environmental, health, safety, labor, sanctions, export control, anti-corruption and anti-bribery legislation;
f) comply with all cybersecurity, software integrity and data protection requirements reasonably applicable to the Goods, Works or Services;
g) are free from any liens, encumbrances or third-party claims; and
h) shall perform in accordance with any agreed performance guarantees, technical requirements and operational criteria.

6.2 Supplier shall establish and maintain an appropriate quality management system and shall retain complete quality and traceability records relating to the Goods, Works and Services.
6.3 Purchaser may request copies of quality records, inspection reports, material certificates, test reports, welding records, calibration certificates and other supporting Documentation at any time.
6.4 Supplier shall provide complete and accurate Documentation prior to Delivery, including but not limited to:

a) manuals;
b) drawings;
c) certificates;
d) inspection reports;
e) test reports;
f) software documentation;
g) spare parts lists;
h) maintenance instructions; and
i) classification documentation where applicable.

6.5 Missing, incomplete or incorrect Documentation shall constitute incomplete Delivery and entitle Purchaser to suspend Acceptance and payment.
6.6 Supplier shall comply with all applicable sanctions, export control, customs, anti-money laundering, anti-bribery and anti-corruption laws and regulations.

6.7 Supplier warrants that neither Supplier, its affiliates, nor any subcontractors involved in the performance of the Agreement are subject to sanctions or restrictions that would prohibit or adversely affect performance of the Agreement.
6.8 Supplier shall immediately notify Purchaser of:

a) any sanctions-related issue;
b) export restrictions;
c) regulatory investigations;
d) corruption concerns; or
e) compliance breaches relating to the Agreement.

6.9 Purchaser and its authorized representatives may audit Supplier and Supplier's subcontractors regarding quality, compliance, manufacturing progress, traceability, Documentation and project execution.
6.10 Supplier shall provide all reasonable cooperation during audits and inspections.
6.11 Audit rights shall not relieve Supplier from any obligations, liabilities or responsibilities under the Agreement.
6.12 Supplier shall comply with all applicable maritime conventions, regulations and industry requirements relevant to the Goods, Works or Services, including where applicable:

a) SOLAS;
b) MARPOL;
c) STCW;
d) ISM Code;
e) ISPS Code;
f) Maritime Labour Convention;
g) Inland ADN regulations;
h) Marine Equipment Directive;
i) ATEX requirements; and
j) applicable recycling and hazardous materials regulations.

6.13 Supplier shall provide all certificates, declarations and compliance documentation required under applicable maritime regulations, including where applicable:

a) class certificates;
b) material certificates;
c) welding certificates;
d) MED certificates;
e) ATEX certificates;
f) CE declarations;
g) IHM documentation;
h) REACH declarations; and
i) Supplier Declarations of Conformity.

7. Warranty

7.1 Supplier warrants that all Goods, Works and Services shall:

a) comply with the Agreement and all specifications;
b) be free from defects in design, workmanship and materials;
c) be fit for their intended purpose;
d) comply with all applicable laws and classification requirements; and
e) perform in accordance with agreed performance criteria and operational requirements.

7.2 Unless otherwise agreed in writing, the warranty period for a Small Order shall expire twelve (12) months after Acceptance by Purchaser. For a Large Project Order, the warranty period shall expire on the later date of:

a) twenty-four (24) months after Acceptance by Purchaser; or
b) twelve (12) months after final delivery, commissioning or operational handover of the vessel or project to Buyer.

7.3 Supplier shall, at its own cost and risk, promptly repair, replace or reperform any defective or non-conforming Goods, Works or Services identified during the warranty period.
7.4 Warranty obligations shall include all associated costs, including but not limited to:

a) labor;
b) materials;
c) dismantling and reinstallation;
d) transport and logistics;
e) travel and accommodation;
f) supervision;
g) testing and recommissioning; and
h) class approval and certification costs where applicable.

7.5 Supplier shall commence corrective actions immediately upon notification by Purchaser and shall prioritize all warranty matters affecting:

a) vessel operations;
b) safety;
c) delivery schedules;
d) class compliance; or
e) operational continuity.

7.6 If Supplier fails to remedy defects within a reasonable period specified by Purchaser, Purchaser may perform or arrange corrective actions itself or through third parties at Supplier's cost and risk, without prejudice to any other rights or remedies.
7.7 Repaired, replaced or reperformed Goods, Works or Services shall carry a renewed warranty period equal to the original warranty period commencing upon completion of the corrective action.
7.8 Supplier shall remain liable for latent defects discovered after expiry of the warranty period where such defects:

a) existed prior to expiry of the warranty period; or
b) result from defective design, workmanship, materials or non-compliance with the Agreement,

provided that any such claim is notified to Supplier no later than five (5) years after Acceptance.
7.9 Supplier shall provide competent personnel and technical support during warranty investigations, commissioning support, troubleshooting and corrective actions where reasonably requested by Purchaser.
7.10 Any inspection, testing, Acceptance, FAT approval, SAT approval, commissioning participation or payment by Purchaser shall not release Supplier from warranty obligations.
7.11 Supplier shall indemnify Purchaser against warranty claims, corrective actions, losses, delays and costs imposed upon Purchaser by Buyer or third parties arising from defects or failures within Supplier's scope.
7.12 Warranty rights under the Agreement are cumulative and in addition to any rights or remedies available under applicable law.
7.13 Supplier shall reimburse Purchaser for all reasonable vessel attendance, dock, mobilization, demobilization and operational support costs arising from warranty-related defects or failures within Supplier's scope.

8. Personnel and Subcontracting

8.1 Supplier shall ensure that all personnel engaged in the performance of the Agreement are competent, properly trained, qualified, certified and legally authorized to perform the relevant activities and to work in the applicable jurisdiction.
8.2 Supplier shall ensure that personnel possess all certifications, qualifications, medical clearances, permits and safety training required under applicable laws, Yard requirements, classification requirements and project procedures.
8.3 Supplier shall comply with all applicable health, safety, environmental, labor, immigration, social security and tax legislation, as well as all Yard rules, permit systems and Purchaser instructions.
8.4 Supplier shall maintain and enforce appropriate health, safety and environmental procedures and shall immediately report all accidents, incidents, unsafe conditions and near misses relating to the Agreement.
8.5 Purchaser may reject, remove or require replacement of any personnel who:

a) fail to comply with applicable rules or instructions;
b) act unsafely or improperly;
c) lack required qualifications;
d) disrupt project execution; or
e) are otherwise reasonably considered unsuitable by Purchaser.

8.6 Removal or replacement of personnel shall not entitle Supplier to additional compensation or extension of time.
8.7 Supplier shall remain fully responsible and liable for all acts, omissions, defaults and negligence of its personnel, subcontractors, suppliers and other third parties engaged by Supplier.
8.8 Supplier may not subcontract or assign any substantial part of the Agreement without Purchaser's prior written approval.
8.8a Supplier shall not change the location of manufacture, fabrication, assembly, integration or testing of the Goods, Works or Services, nor relocate any substantial part of performance to a different facility, country or jurisdiction, without Purchaser's prior written approval. Approval shall not be unreasonably withheld but may be conditional upon Supplier bearing all related costs, including additional inspection, certification, classification, customs, logistics and project management costs, and upon Supplier demonstrating that the change will not adversely affect quality, schedule, regulatory compliance or Purchaser's back-to-back obligations towards Buyers, Yards or third parties.
8.8b Supplier shall notify Purchaser in writing without delay of any proposed or anticipated relocation, change of subcontractor location or change of production facility, and shall provide all information reasonably required by Purchaser to assess the impact.
8.9 Approval of subcontractors by Purchaser shall not release Supplier from any obligations or liabilities under the Agreement.
8.10 Supplier shall impose obligations upon subcontractors equivalent to those contained in the Agreement and these General Purchase Conditions.
8.11 Supplier shall ensure that subcontractors comply with all applicable:

a) quality requirements;
b) HSE requirements;

c) sanctions and export control laws;
d) anti-corruption obligations; and
e) confidentiality obligations.

8.12 Purchaser may require Supplier to replace subcontractors for reasonable cause, including quality concerns, safety violations, compliance risks or project disruption.
8.13 Supplier shall, upon request, provide Purchaser with information regarding:

a) subcontractors;
b) personnel qualifications;
c) certifications;
d) payroll compliance;
e) insurance coverage; and
f) work permits.

8.14 Supplier shall indemnify Purchaser against all claims, liabilities, penalties, taxes, social security contributions and labor-related claims arising from Supplier's personnel or subcontractors.
8.15 Supplier shall ensure adequate supervision and coordination of all personnel and subcontractors engaged in the performance of the Agreement.
8.16 Supplier shall comply with all Yard access procedures, shipboard regulations, permit-to-work systems and security requirements applicable at the project location.
8.17 Supplier shall ensure that all personnel comply with:

a) alcohol and drug prohibitions;
b) hot work procedures;
c) confined space procedures;
d) lifting procedures;
e) lock-out/tag-out procedures; and
f) all applicable shipboard safety instructions.

8.18 Purchaser may deny access to any person, equipment or subcontractor for safety, operational, compliance or security reasons.

8.19 Supplier shall immediately report all:

a) accidents;
b) incidents;
c) near misses;
d) fires;
e) environmental incidents; and
f) unsafe situations

relating to the Agreement.

8.20 Supplier shall maintain adequate payroll, tax, social security and employment records and shall indemnify Purchaser against all labor-related, payroll-related and social security-related claims, liabilities and penalties.
8.21 Where applicable, Supplier shall comply with all chain liability, payroll tax and subcontractor legislation relevant to the jurisdiction of performance.
8.22 Supplier shall ensure fair treatment, lawful employment conditions and safe working conditions for all personnel and subcontractors engaged in the performance of the Agreement.
8.23 Supplier shall ensure that subcontractors and suppliers comply with standards equivalent to those contained in Articles 6 and 8 of these General Purchase Conditions.

9. Logistics and Storage

9.1 Supplier shall properly package, preserve, secure, label, store and protect the Goods against damage, corrosion, contamination, moisture, vibration, deterioration and marine transport risks.
9.2 Supplier shall ensure that packaging and preservation methods are suitable for:

a) international transport;
b) multimodal transport;
c) long-term storage;
d) tropical and marine environments;
e) outdoor storage where applicable; and
f) project delays and extended storage periods.

9.3 Supplier shall comply with all applicable:

a) customs laws;
b) export and import regulations;
c) sanctions regulations;
d) dangerous goods regulations;
e) shipping and transport requirements; and
f) country-specific compliance obligations.

9.4 Supplier shall prepare and provide all shipping, customs, export and transport Documentation required for timely and proper shipment, customs clearance and project execution.
9.5 Supplier shall be fully liable for:

a) transport damage;
b) packaging defects;
c) preservation failures;
d) corrosion;
e) contamination;
f) customs delays caused by Supplier; and
g) incomplete or incorrect shipping Documentation.

9.6 Supplier shall clearly identify all Goods with:

a) purchase order references;
b) project references;
c) item numbers;
d) package numbers;
e) weights and lifting points; and
f) preservation requirements where applicable.

9.7 Supplier shall notify Purchaser in advance of:

a) oversized cargo;
b) dangerous goods;
c) special lifting requirements;
d) export restrictions; or
e) transport limitations affecting delivery.

9.8 Supplier shall maintain proper storage conditions until Delivery and Acceptance by Purchaser.
9.9 Supplier shall immediately notify Purchaser of any event that may affect storage conditions, preservation quality, transport safety or customs clearance.
9.10 Purchaser may inspect storage conditions, packaging, preservation measures and shipment preparation at Supplier's premises.
9.11 Supplier shall comply with all Purchaser logistics instructions, project shipping procedures and Yard delivery requirements.
9.12 Early shipment or shipment without Purchaser authorization may be refused or stored at Supplier's risk and expense.
9.13 Supplier shall identify and declare all dangerous goods, hazardous materials and controlled substances in accordance with applicable transport, customs and maritime regulations.
9.14 Supplier shall provide complete hazardous material documentation, safety data sheets and Inventory of Hazardous Materials documentation where applicable.
9.15 Supplier shall ensure compliance with all applicable regulations concerning hazardous substances, recycling requirements and environmental restrictions applicable to the project or vessel.

10. Insurance

10.1 Supplier shall, at its own expense, procure and maintain throughout the duration of the Agreement and for a reasonable period thereafter, adequate insurance coverage with reputable insurers acceptable to Purchaser.
10.2 Supplier shall maintain at minimum the following insurance coverage where applicable to the scope of supply:

a) commercial general liability insurance;
b) product liability insurance;
c) employer's liability and workers compensation insurance;
d) professional indemnity or errors and omissions insurance;
e) marine cargo insurance;
f) automobile liability insurance;
g) cyber liability insurance where software, automation or digital systems are involved; and
h) any additional insurance reasonably required by Purchaser or project requirements.

10.3 The insurance coverage maintained by Supplier shall be adequate in scope and amount considering:

a) the nature of the Goods, Works and Services;
b) project value;
c) marine and international risks;
d) potential delay exposure; and
e) foreseeable liabilities arising from the Agreement.

10.4 Upon request, Supplier shall provide Purchaser with:

a) certificates of insurance, including the policy schedule or declarations page evidencing the limits and basis of cover;
b) proof of premium payment;
c) copies of policy summaries; and
d) evidence of continued coverage.

10.5 Supplier shall notify Purchaser immediately of:

a) cancellation;
b) suspension;
c) material amendment; or

d) reduction in coverage

relating to any required insurance policy.
10.6 Supplier shall ensure that insurers waive rights of subrogation against Purchaser, Purchaser's clients and affiliated companies to the extent legally permissible.
10.7 Purchaser may require to be named as additional insured where appropriate for project-related risks.
10.8 Supplier's insurance obligations shall not limit, restrict or reduce Supplier's liabilities, obligations or indemnities under the Agreement.
10.9 Failure by Supplier to maintain adequate insurance shall constitute a material breach of the Agreement.
10.10 Purchaser may procure insurance on Supplier's behalf if Supplier fails to maintain required coverage, and all related costs shall be recoverable from Supplier.
10.11 Supplier shall ensure that subcontractors maintain insurance coverage equivalent to the requirements of this Article.
10.12 Supplier shall remain fully responsible for deductibles, uninsured losses and exclusions under its insurance policies.

11. Intellectual Property and Confidentiality

11.1 All drawings, specifications, calculations, models, software, data, Documentation, manuals, commercial information and other materials provided by Purchaser shall remain the exclusive property of Purchaser or its licensors.
11.2 Supplier shall use Purchaser's information solely for the performance of the Agreement and for no other purpose.
11.3 Intellectual property rights, including copyrights, design rights, database rights, know-how and other proprietary rights specifically developed, created or customized for Purchaser under the Agreement shall vest exclusively in Purchaser upon creation.
11.4 To the extent intellectual property rights do not automatically vest in Purchaser, Supplier hereby irrevocably assigns such rights to Purchaser and shall execute all documents necessary to perfect such assignment.
11.5 Licence to Supplier IP. Supplier grants Purchaser a worldwide, royalty-free, irrevocable and non-exclusive licence to use, reproduce, modify, maintain, repair and operate any Supplier IP incorporated into the Goods, Works or Services, solely for the purposes of operating, maintaining, repairing, replacing, modifying and decommissioning the Vessel, Works or project for which the Goods, Works or Services have been supplied. The licence shall remain in force for the operational lifetime of the Vessel, Works or project, and shall be transferable to any subsequent owner, operator, charterer or insurer of the Vessel, Works or project, or to any contractor acting on their behalf. "Supplier IP" means intellectual property owned or controlled by Supplier or its Affiliates.
11.6 Third-party IP. Where the Goods, Works or Services incorporate intellectual property owned by a third party ("Third-Party IP"), Supplier shall procure, at its own cost, the rights necessary to enable Purchaser, subsequent owners, operators, charterers, insurers and their contractors to use, maintain, repair, replace, modify and operate the Goods, Works or Services for the purposes set out in Article 11.5, for the operational lifetime of the Vessel, Works or project. Supplier shall identify any material Third-Party IP, the licensor and the applicable licence terms in the Documentation, and shall ensure that those terms are not less favourable than the licence granted in Article 11.5 in respect of the foregoing purposes. Where third-party licence terms impose additional restrictions, Supplier shall notify Purchaser in writing prior to incorporation and obtain Purchaser's written approval.
11.7 Supplier shall not:

a) disclose Confidential Information;
b) copy or reproduce Confidential Information except as necessary for performance;
c) use Confidential Information for other projects; or
d) provide Confidential Information to third parties without Purchaser's prior written approval.

11.8 Supplier shall ensure that employees, subcontractors and third parties receiving Confidential Information are bound by confidentiality obligations at least equivalent to those contained in the Agreement.
11.9 Supplier shall implement appropriate technical and organizational measures to protect Confidential Information against unauthorized access, disclosure, loss or cyber incidents.
11.10 Supplier shall immediately notify Purchaser of:

a) unauthorized disclosure;
b) data breaches;
c) cyber incidents; or
d) loss of Confidential Information.

11.11 Upon request by Purchaser or upon termination of the Agreement, Supplier shall promptly:

a) return all Confidential Information;
b) return Purchaser property;
c) destroy copies where requested; and
d) certify such destruction upon request.

11.12 Supplier shall not issue press releases, marketing materials, references or public announcements relating to Purchaser, Buyer, Yard or the project without Purchaser's prior written consent.

11.13 Supplier warrants that the Goods, Works and Services do not infringe any third-party intellectual property rights and shall indemnify Purchaser against all related claims, losses, liabilities and costs.
11.14 Confidentiality obligations shall survive termination or completion of the Agreement for a period of five (5) years, or longer where the Confidential Information reasonably remains confidential by nature.
11.15 Where the performance of the Agreement involves the Processing of Personal Data within the meaning of Regulation (EU) 2016/679 ("GDPR"), Purchaser shall act as Controller and Supplier as Processor, unless expressly agreed otherwise in writing. Where Supplier independently determines the purposes and means of Processing, Supplier shall act as Controller in respect of such Processing and shall comply with the GDPR accordingly.
11.16 Prior to any Processing of Personal Data by Supplier on behalf of Purchaser, the Parties shall enter into a written data processing agreement compliant with article 28 GDPR. As a minimum, that agreement shall address the subject matter, nature, purpose and duration of the Processing, the categories of Personal Data and Data Subjects, the technical and organisational security measures pursuant to article 32 GDPR, the engagement and approval of sub-processors, assistance to Purchaser with Data Subject requests and with obligations under articles 32-36 GDPR, any transfer of Personal Data outside the European Economic Area in accordance with articles 44-49 GDPR, and the return or deletion of Personal Data upon termination of the Processing.
11.17 Supplier shall notify Purchaser of any Personal Data Breach without undue delay and in any event within twenty-four (24) hours after becoming aware of it, providing the information referred to in article 33(3) GDPR to the extent then available and supplementing such information as it becomes available. Supplier shall cooperate with Purchaser in investigating, mitigating and remediating any Personal Data Breach. A breach of Articles 11.14 to 11.16 shall constitute a material breach of the Agreement.
11.18 Purchaser's rights under this Article are cumulative and in addition to any rights available under applicable intellectual property or confidentiality laws.

12. Pricing and Payment

12.1 All prices are fixed, firm and not subject to adjustment unless expressly agreed otherwise in writing.
12.2 Prices shall include all costs necessary for complete performance of the Agreement, including but not limited to:

a) labor;
b) materials;
c) packaging;
d) preservation;
e) transport;
f) duties and taxes;
g) insurance;
h) testing;
i) certification;
j) Documentation;
k) supervision; and
l) all ancillary activities necessary for proper Delivery.

12.3 Supplier shall not be entitled to additional compensation resulting from:

a) inflation;
b) exchange rate fluctuations;
c) labor cost increases;
d) raw material price increases;
e) subcontractor price increases;
f) tariffs; or
g) logistics cost increases,

unless expressly agreed in writing by Purchaser.
12.4 Payment terms shall be forty-five (45) calendar days following the later of:

a) receipt of a valid and undisputed invoice;
b) complete Delivery;
c) receipt of all required Documentation and certificates; and
d) Acceptance, in respect of a Large Project Order only, where applicable.

12.5 Invoices shall:

a) reference the applicable purchase order and project number;
b) comply with applicable tax requirements;
c) clearly specify delivered scope and milestone references; and
d) include all supporting Documentation reasonably required by Purchaser.

12.6 Incomplete, incorrect or disputed invoices may be rejected or returned without constituting payment delay by Purchaser.
12.7 Purchaser may suspend or withhold payment in whole or in part in the event of:

a) defects;
b) delays;
c) incomplete Delivery;
d) missing Documentation;

e) warranty claims;
f) disputes;
g) non-compliance based on reasonable grounds notified in writing to Supplier; or
h) claims relating to Supplier's performance.

12.8 Purchaser may set off or deduct any amounts owed by Supplier against amounts payable to Supplier under any agreement between the parties.
12.9 Payment by Purchaser shall not:

a) constitute Acceptance;
b) waive defects;
c) waive warranty rights;
d) release Supplier from liability; or
e) prejudice Purchaser's rights under the Agreement.

12.10 Supplier shall not suspend performance, withhold Delivery or delay corrective actions due to payment disputes without Purchaser's prior written approval.
12.11 Supplier may not assign, transfer, pledge or factor receivables arising from the Agreement without Purchaser's prior written consent.
12.12 Purchaser may require advance payment guarantees, performance guarantees or other financial security instruments where appropriate considering project risk or payment structure.
12.13 If Supplier's financial condition materially deteriorates or Purchaser reasonably believes Supplier may not fulfill its obligations, Purchaser may:

a) suspend payments;
b) require additional security;
c) modify payment arrangements; or
d) terminate the Agreement for cause.

12.14 Purchaser may retain a reasonable amount from payments pending resolution of defects, punch list items, warranty matters or disputes.
12.15 Supplier shall remain solely responsible for all taxes, duties, social security contributions and statutory charges relating to its personnel and subcontractors.

13. Compliance and Sanctions

13.1 Supplier shall comply with all applicable:

a) sanctions laws;
b) export control laws;
c) customs regulations;
d) anti-bribery and anti-corruption legislation;
e) anti-money laundering legislation; and
f) trade compliance requirements,

including those of the European Union, the United Nations, the United States of America, the United Kingdom and all jurisdictions relevant to the performance of the Agreement.

13.2 Supplier warrants that neither Supplier, its affiliates, shareholders, directors, officers, employees, agents nor subcontractors involved in the performance of the Agreement are:

a) subject to sanctions;
b) owned or controlled by sanctioned parties; or
c) otherwise prohibited from performing under the Agreement.

13.3 Supplier shall not directly or indirectly:

a) export;
b) re-export;
c) transfer;
d) supply; or
e) make available

any Goods, software, technology or Documentation in violation of applicable sanctions or export control laws.

13.4 Supplier shall obtain and maintain all export licenses, permits, customs authorizations and governmental approvals necessary for performance of the Agreement.
13.5 Supplier shall immediately notify Purchaser in writing of:

a) any actual or suspected sanctions issue;
b) export restrictions;
c) governmental investigations;
d) corruption concerns;
e) customs violations; or
f) compliance breaches

relating to the Agreement.

13.6 Supplier shall maintain adequate internal compliance procedures, screening measures and controls designed to ensure compliance with this Article.
13.7 Supplier shall keep complete and accurate books, records and supporting Documentation relating to compliance with this Article and shall retain such records for a minimum period of ten (10) years.
13.8 Purchaser may audit Supplier and Supplier's subcontractors regarding compliance with this Article.
13.9 Supplier shall ensure that subcontractors and suppliers engaged in the performance of the Agreement comply with obligations equivalent to those contained in this Article.
13.10 Supplier shall indemnify Purchaser against all losses, liabilities, penalties, fines, delays, damages, claims and costs arising from any breach of this Article by Supplier or its subcontractors.
13.11 Purchaser may immediately suspend or terminate the Agreement, without liability or compensation, in the event of:

a) sanctions exposure;
b) export control concerns;
c) corruption concerns;
d) governmental investigations;
e) suspected compliance violations; or
f) reputational risks are reasonably related to Supplier.

13.12 Supplier shall cooperate fully with any compliance investigation, audit or information request by Purchaser, banks, insurers, authorities or Buyers relating to the Agreement.
13.13 Compliance with this Article is a material obligation of Supplier under the Agreement.
13.14 Purchaser may request Supplier to complete compliance, ESG or sustainability assessments reasonably related to the Agreement or project requirements.
13.15 Purchaser may audit Supplier and Supplier's subcontractors regarding environmental, labor, ethical and supply chain compliance relevant to the Agreement.
13.16 Material breaches relating to human rights, corruption, forced labor, environmental violations or unethical business conduct shall constitute a material breach of the Agreement.

14. Force Majeure

14.1 Force majeure means an event or circumstance beyond the reasonable control of the affected party which:

a) could not reasonably have been foreseen at the date of the Agreement;
b) could not reasonably have been avoided or overcome; and
c) directly prevents performance of the Agreement.

14.2 The affected party shall immediately notify the other party in writing upon becoming aware of a force majeure event.
14.3 Such notification shall include:

a) the nature of the force majeure event;
b) the obligations affected;
c) the expected impact on performance and schedule;
d) mitigation measures being taken; and
e) the estimated duration of the event.

14.4 The affected party shall use all reasonable efforts to:

a) mitigate the effects of the force majeure event;
b) continue performance where reasonably possible;
c) minimize delays and costs; and
d) resume full performance as soon as reasonably practicable.

14.5 Supplier shall allocate additional personnel, production capacity, transport solutions or alternative sourcing where reasonably possible to mitigate delays.
14.6 The following shall not constitute force majeure unless (i) directly caused by a qualifying force majeure event, or (ii) constituting an industry-wide shortage or regulatory restriction beyond Supplier's reasonable control notwithstanding documented mitigation efforts:

a) financial difficulties;
b) lack of funds;
c) increases in costs;
d) inflation;
e) currency fluctuations;
f) labor shortages;
g) subcontractor default;
h) supplier insolvency;
i) material shortages;
j) transport shortages;
k) logistics congestion; or
l) production inefficiencies.

14.7 Delays or failures caused by Supplier's subcontractors or suppliers shall remain Supplier's responsibility unless Supplier demonstrates that:

a) the underlying event independently qualifies as force majeure under this Article; and
b) Supplier could not reasonably mitigate the consequences.

14.8 Purchaser may require Supplier to provide recovery plans, revised schedules and evidence of mitigation efforts.
14.9 During force majeure events, Purchaser may:

a) suspend performance;
b) procure substitute Goods or Services from third parties;
c) reallocate project scope; or
d) take other reasonable measures necessary to mitigate project impacts.

14.10 Supplier shall cooperate fully with all reasonable mitigation measures requested by Purchaser.
14.11 If force majeure continues for more than thirty (30) consecutive calendar days, or if the project schedule is materially impacted, either party may terminate the Agreement in whole or in part without liability or compensation.
14.12 Termination due to force majeure shall not affect:

a) accrued rights;
b) completed obligations;
c) confidentiality obligations;
d) intellectual property rights; or
e) payment obligations relating to completed and accepted work.

14.13 Supplier shall not be entitled to additional compensation, cost reimbursement or extension of time except to the extent expressly approved by Purchaser in writing.

15. Suspension and Termination

15.1 Purchaser may, at any time and for any reason, instruct Supplier to suspend performance of all or part of the Agreement.
15.2 Upon receipt of a suspension instruction, Supplier shall immediately:

a) suspend the affected activities;
b) protect and preserve the Goods, Works and Documentation;
c) minimize additional costs and delays; and
d) comply with Purchaser's reasonable instructions regarding continuation, storage or mitigation measures.

15.3 Supplier shall not be entitled to additional compensation arising from suspension unless expressly agreed in writing by Purchaser.
15.4 Purchaser may terminate the Agreement in whole or in part:

a) for convenience; or
b) for cause.

15.5 Purchaser may terminate for cause with immediate effect, without liability or compensation, in the event of:

a) material delay exceeding fourteen (14) calendar days on a critical milestone, after written notice and a reasonable opportunity to cure;
b) defective performance;
c) repeated non-conformities;
d) insolvency or financial distress of Supplier;
e) sanctions or compliance concerns;
f) corruption concerns;
g) breach of confidentiality obligations;
h) failure to maintain required insurance;
i) abandonment of performance;
j) any material breach of the Agreement.
k) material ESG violations;
l) forced labor or human rights concerns;
m) serious environmental violations; or
n) unethical or unlawful business conduct.

15.6 Purchaser may terminate for convenience at any time upon written notice to Supplier, subject to Supplier's entitlement to (a) compensation for Goods, Works and Services delivered up to the date of termination, (b) reasonable demobilization costs, and (c) irrevocable commitments made by Supplier to its sub-suppliers in respect of the terminated scope.
15.7 In the event of termination, Supplier shall immediately:

a) cease the affected work;
b) secure and preserve Goods and Documentation;
c) transfer all completed and partially completed work;
d) return Purchaser property;
e) provide all requested project information; and
f) cooperate in an orderly transition to Purchaser or replacement contractors.

15.8 Purchaser shall have the right to take possession of:

a) Goods;
b) Documentation;
c) drawings;
d) software;
e) materials;
f) work in progress; and
g) project-related information

necessary to complete the project.

15.9 Purchaser may complete the Goods, Works or Services itself or through third parties at Supplier's cost and risk.
15.9a In addition to the rights under Article 15.9, and without prejudice to its other rights and remedies, Purchaser may at any time, by written notice to Supplier, transfer all or part of the scope of the Agreement to another supplier, manufacturer, shipyard or facility, including where (a) Supplier has caused or is reasonably expected to cause delay or disruption, (b) Purchaser's back-to-back obligations or commercial relationships with Buyers, Yards or third parties so require, or (c) Purchaser otherwise reasonably considers transfer necessary to safeguard the project, the schedule or its contractual position. Transfer shall not require a prior declaration of default.
15.9b Upon transfer under Article 15.9a, Supplier shall promptly and at no additional cost: (i) cease the affected work, (ii) deliver to Purchaser or to a designated third party all Documentation, drawings, specifications, calculations, software, jigs, tooling, work-in-progress, materials, components and project information relating to the transferred scope, (iii) procure novation or assignment of relevant subcontracts and supplier orders where reasonably possible, (iv) provide reasonable technical support and information to enable the receiving party to continue performance, and (v) cooperate fully with Purchaser and the receiving party during the transition.
15.9c Where transfer under Article 15.9a follows Supplier's default, delay or non-conformity, all additional costs, losses and damages arising from the transfer shall be borne by Supplier in accordance with Article 15.10. Where transfer takes place in the absence of Supplier default, Supplier shall be entitled to payment for Goods, Works and Services properly performed up to the date of transfer, to reasonable demobilization costs, and to recovery of irrevocable commitments made to sub-suppliers in respect of the transferred scope, all as set out in Article 15.6.
15.10 Supplier shall reimburse Purchaser for all additional costs, losses, delays and damages arising from Supplier's default or termination for cause.
15.11 Termination or suspension shall not affect:

a) accrued rights;
b) payment obligations relating to completed and accepted work;
c) warranty obligations;
d) confidentiality obligations;
e) intellectual property rights; or
f) liabilities arising prior to termination.

15.12 Supplier shall not suspend performance, withhold Delivery or exercise any retention right against Purchaser property or project-related Goods without Purchaser's prior written consent.
15.13 Purchaser may withhold payments, retain security or set off claims pending completion of the project or resolution of disputes following suspension or termination.
15.14 Supplier shall cooperate fully with Purchaser, Buyers, Yards, insurers and replacement contractors during any transition following suspension or termination.
15.15 The rights and remedies under this Article are cumulative and in addition to any rights available under applicable law.

16. Liability and Indemnity

16.1 Supplier shall be fully responsible and liable for all acts, omissions, defaults, negligence and breaches by Supplier, its personnel, subcontractors, suppliers and other third parties engaged by Supplier.
16.2 Supplier shall indemnify, defend and hold harmless Purchaser, Purchaser's affiliates, Buyers, clients, project partners, directors, employees and representatives against all claims, losses, damages, liabilities, penalties, fines, costs and expenses arising out of or relating to:

a) defects in Goods, Works or Services;
b) delay or disruption;
c) breach of the Agreement;
d) breach of applicable laws or regulations;
e) personal injury or death;
f) property damage;
g) environmental damage or pollution;
h) intellectual property infringement;
i) sanctions or export control violations;
j) customs violations;
k) cybersecurity incidents;
l) labor, tax or social security claims; or
m) acts or omissions of Supplier or its subcontractors.

16.3 In respect of a Large Project Order, Supplier shall indemnify Purchaser against all direct, indirect and consequential losses suffered by Purchaser arising from Supplier's breach or default, including but not limited to:

a) project delays;
b) liquidated damages;

c) additional logistics costs;
d) replacement costs;
e) reinstallation costs;
f) dock and Yard costs;
g) travel and attendance costs;
h) class-related costs; and
i) costs imposed upon Purchaser by Buyers or third parties.

In respect of a Small Order, Supplier shall indemnify Purchaser against direct losses arising from Supplier's breach or default, and against indirect or consequential losses only to the extent they fall within the aggregate liability cap in Article 16.6. This limitation shall not apply to liabilities falling within Article 16.6 (a) to (d).

16.4 Supplier shall, at its own expense, promptly defend or settle claims falling within Supplier's indemnity obligations.
16.5 Purchaser may participate in the defense or settlement of claims at Supplier's cost where Purchaser reasonably considers its interests affected.
16.6 Subject to this Article 16.6, Supplier's aggregate liability under the Agreement shall not exceed one hundred percent (100%) of the contract value. The cap shall not apply to, and shall not limit, Supplier's liability for (a) gross negligence, willful misconduct or fraud, (b) personal injury or death, (c) intentional or grossly negligent infringement of third-party intellectual property rights, and (d) sanctions, export control or anti-corruption violations. Liability under Article 7 (warranty) shall count towards the cap.
16.7 Any agreed limitation or exclusion of liability shall not apply in the event of:

a) gross negligence;
b) willful misconduct;
c) fraud;
d) breach of confidentiality;
e) intellectual property infringement;
f) personal injury or death;
g) environmental damage;
h) sanctions or compliance violations; or
i) warranty obligations.

16.8 Supplier shall remain liable regardless of:

a) inspections;
b) audits;
c) FAT or SAT participation;
d) Acceptance;
e) payment; or
f) insurance coverage.

16.9 Purchaser shall not be liable to Supplier for:

a) indirect damages;
b) consequential damages;
c) loss of profit;
d) loss of production;
e) loss of opportunity;
f) loss of business; or
g) punitive damages,

except to the extent caused by Purchaser's wilful misconduct.

16.10 Supplier shall take all reasonable measures to mitigate losses and cooperate fully in the management of incidents, claims and disputes.
16.11 The indemnities and liabilities under this Article shall survive completion, termination or expiration of the Agreement.
16.12 Purchaser's rights and remedies under the Agreement are cumulative and in addition to any rights available under applicable law.
16.13 Supplier shall conduct its business in a responsible, ethical and sustainable manner and shall comply with all applicable environmental, social and governance laws, regulations and internationally recognized standards relevant to the performance of the Agreement.

16.14 Supplier shall comply with all applicable laws and internationally recognized principles relating to:

a) human rights;
b) labor rights;
c) anti-slavery and anti-human trafficking;
d) non-discrimination;
e) fair working conditions;
f) health and safety;
g) environmental protection; and
h) business integrity.

16.15 Supplier shall ensure that no forced labor, child labor, involuntary labor or exploitative labor practices are used within Supplier's operations or supply chain relating to the Agreement.
16.16 Supplier shall maintain reasonable policies, procedures and controls regarding:

a) ethical business conduct;
b) anti-corruption;
c) environmental management;
d) supply chain due diligence; and
e) worker protection.

16.17 Supplier shall, upon reasonable request, provide information regarding its ESG policies, sustainability practices, compliance procedures and supply chain controls relevant to the Agreement.

17. Governing Law and Dispute Resolution

17.1 The Agreement, these General Purchase Conditions and all non-contractual obligations arising out of or in connection therewith shall be governed exclusively by and construed in accordance with the laws of the Netherlands.
17.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG), also referred to as the Vienna Sales Convention, is expressly excluded.
17.3 Any dispute, controversy or claim arising out of or in connection with the Agreement, these General Purchase Conditions, any related agreements, or the breach, termination or validity thereof, shall be finally settled by arbitration in Rotterdam, the Netherlands, in accordance with the Arbitration Rules of the Netherlands Arbitration Institute as in force on the date of commencement of the arbitration proceedings.
17.4 The arbitration tribunal shall consist of three arbitrators, unless the parties agree otherwise or the Netherlands Arbitration Institute determines otherwise in accordance with its rules.
17.5 The language of the arbitration proceedings, all submissions, evidence and correspondence shall be English.
17.6 The arbitral award shall be final and binding upon the parties, and judgment upon the award may be entered and enforced in any court of competent jurisdiction.
17.7 Nothing in this Article shall prevent Purchaser from seeking conservatory measures, interim relief or injunctive relief before any competent court, including but not limited to attachment proceedings, preservation measures or actions necessary to protect Purchaser's rights, assets or claims pending arbitration.
17.8 Supplier expressly waives any objection to the jurisdiction, venue or enforceability of arbitration proceedings conducted in Rotterdam, the Netherlands.

18. Final Provisions

18.1 If any provision of the Agreement or these General Purchase Conditions is held to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions shall remain in full force and effect.
18.2 The parties shall replace any invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the original commercial intent of the affected provision.
18.3 Failure or delay by Purchaser in exercising any right, remedy or power under the Agreement shall not constitute a waiver thereof.
18.4 Any waiver by Purchaser shall only be effective if expressly made in writing and shall apply solely to the specific circumstance for which it was granted.
18.5 Supplier may not assign, transfer or novate the Agreement or any rights or obligations arising therefrom without Purchaser's prior written consent.

18.6 Purchaser may assign, transfer or novate the Agreement, in whole or in part, to affiliated companies, financing parties, Buyers or project-related entities without Supplier's prior consent.
18.7 Rights and obligations intended by their nature to survive completion, termination or expiration of the Agreement shall survive accordingly, including but not limited to:

a) confidentiality obligations;
b) warranty obligations;
c) indemnities;
d) intellectual property rights;
e) payment obligations; and
f) dispute resolution provisions.

18.8 Electronic signatures, scanned signatures and electronically transmitted documents shall have the same legal validity and enforceability as original signed documents, unless mandatory law requires otherwise.
18.9 The English language version of the Agreement and these General Purchase Conditions shall prevail over any translation.
18.10 These General Purchase Conditions may be periodically updated by Purchaser. Updated versions shall apply only to purchase orders issued after written notification to and acknowledgment by Supplier of the updated Conditions.
18.11 The Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes prior discussions, correspondence, negotiations and understandings relating thereto.
18.12 Nothing in the Agreement shall create any partnership, joint venture, agency or employment relationship between the parties.
18.13 Supplier acknowledges that Purchaser may perform obligations within an international project structure involving Buyers, Yards, financiers, insurers and affiliated companies.

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HANDELSKADE MARITIME & SHIPBUILDING PROJECT ADDENDUM 2026

1. Applicability and Project Structure
1.1 This Maritime & Shipbuilding Project Addendum (“Addendum”) applies to all maritime, shipbuilding, offshore, retrofit, conversion, repair, commissioning and vessel-related projects performed by Supplier for Purchaser.
1.2 This Addendum supplements and forms an integral part of the Handelskade General Purchase Conditions and the Agreement.
1.3 In the event of any conflict or inconsistency between:
a. the Agreement;
b. this Addendum; and
c. the Handelskade General Purchase Conditions,
the following order of precedence shall apply unless expressly agreed otherwise:
i. the Agreement;
ii. this Addendum; and
iii. the Handelskade General Purchase Conditions.
1.4 Supplier acknowledges that Purchaser may perform obligations within an international project structure involving Buyers, Yards, classification societies, insurers, financiers and affiliated companies.
1.5 Supplier acknowledges that Purchaser may act within a back-to-back contractual chain towards Buyers, Yards and other project stakeholders.

2. Project Obligations and Coordination
2.1 Supplier shall fully cooperate with Purchaser, Buyers, Yards, classification societies, insurers and other project stakeholders regarding project execution, planning, coordination and interface management.
2.2 Supplier shall comply with:
a. Yard procedures;
b. permit systems;
c. operational rules;
d. project procedures;
e. safety requirements; and
f. classification requirements
applicable to the project.
2.3 Supplier shall participate in project meetings, coordination meetings, inspections and progress reviews where reasonably requested by Purchaser.
2.4 Supplier shall immediately notify Purchaser of:
a. delays;
b. technical issues;
c. interface conflicts;
d. non-conformities;
e. resource shortages; or
f. other circumstances
that may impact the project.
2.5 Supplier shall maintain adequate project management, supervision, engineering support and coordination resources necessary for timely and proper project execution.

3. Planning, Milestones and Project Schedule
3.1 Project schedules, milestone dates, delivery dates, testing dates and commissioning dates are binding obligations of Supplier.
3.2 Time is of the essence regarding all project-related obligations.
3.3 Supplier shall immediately notify Purchaser in writing of any actual or anticipated delay or disruption affecting project execution.
3.4 Supplier shall provide recovery plans, mitigation measures and revised schedules upon request by Purchaser.
3.5 Supplier shall allocate additional personnel, production capacity, transport solutions or subcontracting resources where reasonably necessary to maintain project schedules.
3.6 Supplier shall indemnify Purchaser against all losses, damages, liquidated damages, penalties, delay costs and project consequences arising from Supplier-caused delays or disruptions.
3.7 Supplier shall continue performance notwithstanding disputes, variation discussions or pending commercial negotiations unless expressly instructed otherwise by Purchaser.

4. FAT, SAT, Commissioning and Testing
4.1 Supplier shall organize, coordinate and perform all:
a. Factory Acceptance Tests;
b. Site Acceptance Tests;
c. commissioning activities;
d. integration testing;
e. performance testing; and
f. operational verification activities
required under the Agreement or reasonably necessary for proper project execution.
4.2 Supplier shall provide Purchaser with adequate advance notice, testing procedures, agendas and supporting Documentation relating to all testing activities.
4.3 Supplier shall provide all personnel, tools, software, equipment, utilities and support necessary for testing and commissioning.
4.4 Supplier shall bear all costs arising from:
a. failed tests;
b. retesting;
c. repeated inspections;
d. troubleshooting;
e. corrective actions; and
f. delays caused by non-conformities.
4.5 Attendance, inspection, testing, approval or signature by Purchaser, Buyer, Yard, classification societies or insurers shall not constitute Acceptance or release Supplier from liability.
4.6 Supplier shall immediately remedy all deficiencies, punch list items and non-conformities identified during testing or commissioning.

5. Classification and Regulatory Compliance
5.1 Supplier shall comply with all applicable classification society rules, statutory requirements and maritime regulations applicable to the project.
5.2 Supplier shall provide all certificates, approvals, calculations, inspection reports and class Documentation required for the project.
5.3 Supplier shall cooperate fully with:
a. surveyors;
b. inspectors;
c. classification societies;
d. flag state authorities;
e. insurers; and
f. regulatory authorities.
5.4 Supplier shall immediately notify Purchaser of any issue affecting:
a. class approval;
b. certification;
c. statutory compliance; or
d. regulatory acceptance.
5.5 Supplier shall cooperate fully with all classification surveys, approvals, inspections and certification activities required during construction, commissioning, sea trials and delivery.
5.6 Supplier shall promptly remedy all deficiencies, remarks or conditions imposed by classification societies relating to Supplier’s scope.
5.7 Supplier shall bear all costs arising from repeated surveys, failed inspections, re-certification or class-related delays caused by Supplier.

6. Marine Preservation, Packaging and Logistics
6.1 Supplier shall package, preserve, protect and store Goods suitable for:
a. marine transport;
b. multimodal transport;
c. long-term storage;
d. tropical conditions;
e. outdoor storage; and
f. delayed installation periods.
6.2 Supplier shall prevent corrosion, contamination, moisture damage, vibration damage and deterioration of Goods.
6.3 Supplier shall coordinate logistics, shipment schedules and delivery planning with Purchaser and Yard requirements.
6.4 Supplier shall comply with all project logistics procedures, transport restrictions and site delivery requirements.
6.5 Supplier shall remain liable for all damage, deterioration or preservation failures until Acceptance by Purchaser.

7. Commissioning, Operational Support and Sea Trials
7.1 Supplier shall provide competent and adequately qualified personnel during:
a. installation;
b. commissioning;
c. integration activities;
d. troubleshooting;
e. sea trials; and
f. operational support activities.
7.2 Supplier shall promptly remedy all deficiencies, defects and performance issues identified during commissioning or sea trials.
7.3 Supplier shall remain fully responsible for the Goods, Works and Services until final vessel or project acceptance by Buyer.
7.4 Supplier shall provide reasonable technical support and attendance during post-delivery operational issues relating to Supplier’s scope.

8. Refund Guarantees, Securities and Financial Support
8.1 Supplier shall cooperate fully with all reasonable requests relating to:
a. refund guarantees;
b. bank guarantees;
c. performance guarantees;
d. project securities;
e. financing requirements; and

f. insurance requirements.
8.2 Supplier shall provide all information, Documentation and confirmations reasonably requested by:
a. Purchaser;
b. banks;
c. insurers;
d. Buyers; or
e. financing institutions.
8.3 Supplier shall immediately notify Purchaser of any circumstance affecting Supplier's financial stability or ability to support project security requirements.

9. Variations and Change Orders

9.1 Purchaser may issue project variations, modifications, technical changes or revised project instructions at any time.
9.2 Supplier shall continue performance pending agreement regarding commercial or scheduling consequences of variations.
9.3 Supplier shall maintain complete and accurate variation records, including:
a. cost impacts;
b. schedule impacts;
c. engineering impacts; and
d. material impacts.
9.4 Supplier shall not be entitled to additional compensation or extension of time unless expressly approved in writing by Purchaser.

10. Back-to-Back Obligations and Project Exposure

10.1 Supplier acknowledges that Purchaser may have corresponding obligations, liabilities and exposure towards Buyers, Yards, financiers and other project stakeholders.
10.2 Supplier shall indemnify Purchaser against all:
a. project losses;
b. liquidated damages;
c. penalties;
d. delay costs;
e. operational disruptions;
f. warranty claims; and
g. third-party claims
arising from Supplier's acts, omissions, delays or non-conforming performance.
10.3 Supplier acknowledges that delays or failures within Supplier's scope may directly impact vessel delivery, project completion and contractual obligations of Purchaser.

11. Vessel Delivery Impact and Project Consequences

11.1 Supplier shall be liable for all reasonable direct and indirect costs arising from:
a. delay of vessel delivery;
b. disruption of commissioning;
c. delayed sea trials;
d. project interruption; or
e. operational disruption
caused by Supplier.
11.2 Supplier shall indemnify Purchaser for:
a. dock costs;
b. Yard costs;
c. logistics costs;
d. mobilization costs;
e. attendance costs;
f. travel costs;
g. reinstallation costs;
h. class attendance costs; and
i. project management costs
arising from Supplier-caused delays or defects.
11.3 Supplier shall prioritize corrective actions affecting vessel delivery schedules or operational readiness.

12. Governing Law and Dispute Resolution

12.1 This Addendum shall be governed exclusively by the laws of the Netherlands.
12.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
12.3 Disputes relating to this Addendum shall be resolved in accordance with the dispute resolution provisions contained in the Agreement and the Handelskade General Purchase Conditions.
12.4 The rights and remedies under this Addendum are cumulative and in addition to any rights available under the Agreement or applicable law.