MAMMOET GENERAL TERMS AND CONDITIONS OF PURCHASE 2025

1. DEFINITIONS AND APPLICABILITY

1.1 In these Terms:

a. "**Affiliated Companies**" means a Party's (ultimate) parent company and any company directly or indirectly controlled by such parent company. For the purpose of this definition the expression "controlled" means the ownership of 50% or more of the issued share capital, or the legal power to direct or cause to direct the general management of the company, partnership or other entity in question whether by share ownership, contract or otherwise.

b. "**Confidential Information**" has the meaning as given in clause 13.1.

c. "**Delivery**" has the meaning as given in clause 2.4.

d. "**Framework Agreement**" means the non-exclusive form of agreement concluded between the Parties, which also can be named 'Price Discount Agreement'.

e. "**Guarantee**" has the meaning as given in clause 8.1.

f. "**Guarantee Period**" has the meaning as given in clause 8.1.

g. "**HSE**" has the meaning as given in clause 4.2.

h. "**Mammoet**" means Mammoet entity set out in the Purchase Order and/or Framework Agreement.

i. "**Mammoet Group**" means individually and/or collectively Mammoet, including its partners, parents, subsidiaries and Affiliated Companies, agents, representatives, other (sub)contractors of any tier of Mammoet (excluding the Supplier's Group), Mammoet's client and its (sub)contractors and their respective employees, servants, officers and directors successors and all their subrogees.

j. "**Purchase Order**" means any written order or contract issued from Mammoet or one of its Affiliated Companies to the Supplier including the Terms and any other documents referenced therein.

k. "**Party**" means the Supplier or Mammoet as the context requires and the term "Parties" refers to the Supplier and Mammoet collectively.

l. "**Personnel**" means the personnel provided by the Supplier as described in the Purchase Order.

m. "**QA**" has the meaning as given in clause 4.1.

n. "**Supplier**" means the Party engaged by Mammoet for the Work and denoted as such in the Purchase Order.

o. "**Supplier Group**" means individually and/or collectively the Supplier, including its partners, parents, Affiliated Companies, agents, representatives and (sub)contractors of any tier of the Supplier and their respective employees, servants, officers and directors, and all their successors and subrogees.

p. "**Terms**" means these Mammoet General Terms and Conditions of Purchase.

q. "**Third Party**" means any party that is not a member of Mammoet Group or the Supplier Group.

r. "**Variation**" has the meaning as given in clause 11.1.

s. "**Work**" means the supply of goods or deliverables, performance of the work and/or, services by the Supplier as described in the Purchase Order.

1.2 References to and applicability of terms of business or any other terms or conditions other than these Terms are hereby expressly rejected and waived, and Parties agree that the Terms shall apply to any inquiries, requests, Purchase Orders, quotes and commissions.

1.3 Any deviations to the Terms shall apply only when they are expressly denoted in the Purchase Order and or the Framework Agreement in which case such deviations shall take precedence.

1.4 If there is a difference in meaning between the English-language version of the Terms and the translation of these Terms into another language, the English-language version shall prevail.

2. PURCHASE ORDER

2.1 An agreement is concluded after acceptance of a Purchase Order by the Supplier.

2.2 Mammoet is entitled to withdraw any inquiry or request, whether verbally or in writing, without any obligations and/or liabilities towards the Supplier.

2.3 A Purchase Order will be deemed accepted by the Supplier upon the first occurrence of the following:

i) the Supplier signing, or delivering to Mammoet any letter, form, or other written instrument (including electronic communication) acknowledging acceptance of the Work;

ii) any performance or start of the Work by the Supplier under the Purchase Order. The Supplier shall in this event not be entitled to any compensation, unless specifically agreed otherwise between the Parties in writing.

2.4 Unless agreed otherwise in writing, the prices stated in the Purchase Order are: i) fixed; ii) exclusive of any applicable value added tax, sales tax or any similar levy chargeable upon the supply of goods and services; but iii) inclusive all other taxes, duties, levies, fees, withholding taxes, charges and business tax; and iv) based on the term of delivery: Delivered Duty Paid (DDP) Incoterms 2020 to the agreed place of delivery according to the version of Incoterms applicable at the time of Purchase Order ("**Delivery**").

2.5 The Supplier guarantees that it has an unambiguous and full understanding of the Purchase Order, the Work and Delivery. The Supplier shall supply the Work in accordance with the following requirements:

a. The Work will be completely in conformity with the agreed specifications, including, but not limited to, any and all drawings, specifications, warranties, representations, conditions, certificates, procedures, manuals, designs, calculations, models, prototypes and other documents.

b. The Work will be completely in conformity with all requirements in respect of safety, environment and health, and will be fully in accordance with the required standards and fully meet the applicable regulatory requirements.
The Work will be delivered together with all documents and manuals relating thereto, including but not limited to any and all product information.

c. The Work shall be fit for the intended use or purpose and, in case of provision of goods and deliverables, if not specified otherwise, new and unused.

2.6 If the Purchase Order includes the provision of Personnel the following shall apply:

a. The Supplier will ensure that the Personnel has the qualifications and fits the requirements as specified in the Purchase Order and is fully qualified to do the work.

b. The Supplier is fully responsible for all acts and omissions of the Personnel, whether in the Supplier's employment or not.

c. The Supplier shall ensure that and is responsible that the Personnel fully adheres to all and any rules, regulations, prescriptions and precautions in respect of safety, environment, health and working conditions and that the Personnel acts in accordance with Mammoet's instructions.

d. The Supplier shall not engage Personnel that is not in the Supplier's employment, without prior approval in writing from Mammoet.

e. If Personnel is not qualified in accordance with this clause 2.6 or if

Personnel acts contrary to the requirements of this clause 2.6, or if Mammoet's client is dissatisfied with Personnel, all to the complete discretion of Mammoet and/or its client, Mammoet is entitled to demand that such Personnel is removed. The Supplier shall then ensure that and is responsible that such Personnel is removed and shall immediately replace such Personnel by other Personnel, fully complying with the requirements of this clause 2.6. All costs involved are for the account of the Supplier.

f. Personnel is obliged to identify itself and to show identification papers at the location, upon demand.

g. The Supplier is obliged to provide Mammoet with all particulars in respect of the Personnel, upon Mammoet's first request, especially including but not limited to names, tax/social security numbers and evidence of the proper qualifications and/or certifications.

h. The Supplier will ensure that and is responsible for fulfilling all its payment obligations in respect of the Personnel, especially including but not limited to the payment of salary and of all and any taxes and social security premiums and pension premiums.

i. Nothing in the Purchase Order and/or in the execution thereof, and nothing in the relationship between Parties, can be deemed to construe an employment or other relationship of persons, employed by or contracted by the Supplier, with Mammoet.

2.7 If the Supplier has any doubts whether the work is suitable for its intended use or purpose, the Supplier will inform Mammoet immediately. Notwithstanding the generality of the foregoing, Mammoet shall remain liable for errors, omissions and inconsistencies in the information provided by Mammoet to the Supplier where the Supplier exercising reasonable care and diligence could not have discovered the error, omission and inconsistencies.

2.8 If the Supplier has no demonstrable experience regarding the Work or intended use or purpose of the Work, or if the Work to be delivered is still at a 'prototype' stage, the Supplier shall inform Mammoet of this in writing before entering into a Purchase Order.

2.9 The Supplier shall issue a project schedule to guarantee Delivery and regular progress updates during the execution of the Work, detailing the (scheduled) progress of the design, production, inspection, testing and Delivery phases of the Purchase Order or any other information that Mammoet deems necessary to review the progress.

2.10 The Supplier shall immediately inform Mammoet in writing when the Supplier becomes aware of any circumstances which may adversely affect its ability to meet any of its obligations in whole or in part under the Purchase Order, including but not limited to meeting the Delivery time, quantity and/or quality of the Work.

2.11 The Supplier shall not subcontract or assign the Purchase Order or parts thereof, unless express prior written consent is given by Mammoet. In such event: i) the Supplier shall make the Terms applicable to the subcontractors; and ii) any subcontracting or assignment shall not affect the Supplier's obligations and liability under the Purchase Order.

2.12 Invoicing requirements:

a. Unless agreed otherwise, the Supplier is entitled to submit its invoice upon Delivery or, if applicable, in accordance with the payment milestones in the Purchase Order, but only insofar Supplier has met their milestones in the Purchase Order. The invoice shall be submitted to the relevant Mammoet entity and shall be in accordance with the specific invoicing instructions, if any, in the Purchase Order. Submitted invoices hall separately state:

- the relevant Purchase Order number;

- a specification and, any amount due on value added tax, sales tax or any other similar levy chargeable upon the supply of good and services; and
- any such particulars as may be required by Mammoet.

b. Each invoice must be accompanied by such documents as may be required by Mammoet, including but not limited to acknowledgements of delivery/receipt, time sheet, working orders signed for completion and letters/protocols of acceptance.

c. Mammoet will not accept invoices which have not been presented to Mammoet in accordance with clause 2.12 a and b hereof. Mammoet will either return such invoices or keep such invoices on hold pending proper completion in accordance with the foregoing.

d. Each and every invoice must be presented to Mammoet within 3 (three) months after completion. The Supplier will not be entitled to any payment of invoices presented to Mammoet after that date and all rights to payment shall expire as per that date.

2.13 Payment of all correctly submitted invoices as required under clause 2.12 shall be within 60 days of receipt thereof.

2.14 Mammoet shall have the right to offset any amounts owed to it by the Supplier against any invoices issued. Such amount shall be considered a debt from the Supplier to Mammoet.

3. TAX

3.1 If applicable, the Supplier shall be responsible for complying with all customs and/or tax regulations relating to the Purchase Order and/or materials to be incorporated into the Work. The Supplier shall maintain such records and provide documentation as may be required to satisfy customs authorities as to the usage, disposal and/or re-export of equipment and/or materials provided for the Works. In the event of failure of the Supplier to comply, the Supplier shall be liable for and shall hold harmless Mammoet from any resulting fines, penalties, costs and/or any loss of importation bonds.

3.2 The Supplier assumes full responsibility for payment of all social security charges, contributions taxes and related interests and penalties levied at any time in respect of any personnel.

3.3 Without prejudice to the provisions of the preceding clause 3.2, Mammoet will have the right to retain such amounts in respect of Payroll Taxes and value added tax out of the price stated in the Purchase Order and to pay them directly to the Tax Authorities on the Supplier's behalf. At its sole discretion, Mammoet can determine the applicable percentage of any payment due to the Supplier that will be paid directly to the tax authorities on the Supplier's behalf. Through such payment, Mammoet will have discharged its debt to the Supplier with respect to the amounts concerned.

4. SAFETY, HEALTH, ENVIRONMENT AND QUALITY (SHEQ)

4.1 The Supplier shall have an implemented and documented system for Quality Assurance ("**QA**") according to the current ISO 9001 Standard/EN ISO 9001 or equivalent. The Supplier shall perform the Work in full compliance with the QA system and in strict compliance with the quality control system and specification as specified in the Purchase Order. Any defects or deviations from agreed quality requirements must be reported immediately to Mammoet.

4.2 Mammoet requires that the Supplier has in place a health, safety and environment ("**HSE**") management system complying with all applicable laws and regulations and industry sector good practices.; and ii) will conduct the Work under that HSE management system; and iii) the Supplier actively pursues the highest standards of HSE performance. The Supplier shall provide goods and services that do not pose any risk to health or safety when used in accordance with intended purposes. The

Supplier shall ensure that its employees and subcontractors are adequately trained in workplace safety and emergency procedures. The Supplier shall report any safety or environmental incidents, near misses, or regulatory violations related to the provided goods or services to Mammoet without delay.

4.3 The Supplier agrees to cooperate with Mammoet in investigations and corrective action processes to prevent recurrence of SHEQ-related issues. The Supplier shall continuously strive to improve its SHEQ performance and implement best practices to enhance safety, environmental sustainability, waste management, biodiversity and quality standards.

4.4 Hazardous materials must be handled, transported, and disposed of in accordance with applicable regulations, and the Supplier must provide Material Safety Data Sheets (MSDS) where required.

4.5 The Supplier shall actively work to minimize the environmental impact of its operations, including but not limited to:

i) reducing greenhouse gas (GHG) emissions and improving energy efficiency;

ii) striving for continuous improvement in environmental performance and adopting sustainable technologies where feasible.

4.6 If the Work is performed on Mammoet's or Mammoet's client's premises, the persons performing the Work shall be fit for the execution of the Work. The Supplier shall comply with Mammoet's Life-Saving Rules and all other applicable rules, regulations, programs, policies and procedures, including any drug and/or alcohol abuse regulations in effect at all work sites.

5. INSPECTION, TESTING, AUDIT

5.1 The Supplier shall ensure that the Work is inspected and tested and is in conformity with the specifications of the Purchase Order before Delivery. If the Work has to be tested and/or approved by a certifying authority, Mammoet shall appoint the certifying authority at its expense. The Supplier will arrange such testing or approval by the appointed certifying authority as per the Purchase Order and coordinate such testing and/or approval at its own risk, unless agreed otherwise in the Purchase Order. The Supplier shall fully co-operate with Mammoet and its Affiliated Companies during auditing, testing or surveys. Mammoet has the right but not the obligation to witness or independently verify the testing and/or approval process by the Supplier. Any such inspection and testing shall not relieve the Supplier of any (Guarantee) obligations under the Purchase Order.

5.2 Mammoet, its clients, or any Third Party so appointed by Mammoet may at any time after issuance of the Purchase Order carry out inspections or tests of the Work or in relation to any of the other obligations in these Terms, which shall not relieve the Supplier from any of its obligations under the Purchase Order. The Supplier shall fully cooperate with these inspections and shall arrange free access to the Supplier's or its subcontractors' premises and any other premises where the Work is being performed. The Supplier shall, unless agreed otherwise in the Purchase Order, at Mammoet's request, within one week of such request issue a progress report of the Work and hand over any inspection and/or test reports and/or certificates which are already available.

5.3 All documentation, including but not limited to (material) certificates, inspection and approval or test reports as specified in the Purchase Order shall be supplied to Mammoet prior to or on Delivery, unless otherwise agreed in the Purchase Order.

5.4 Mammoet has the right at any reasonable time to audit and take copies of extracts from the Supplier's and its (sub)contractor's books, accounts, records and original documents and computer data relating to the Purchase Order or to any of the other obligations in these Terms.

5.5 Mammoet has the right to withhold 10% of the Purchase Order value until the Work has been tested and approved. The Purchase Order value

withheld shall be due as soon as the Work has been tested.

6. DELIVERY AND TRANSPORT

6.1 The agreed times of (partial) Delivery of the Work is of fundamental importance to Mammoet Group. If the Supplier fails to meet the agreed (partial) Delivery times, it shall automatically be in default.

6.2 Unless otherwise agreed in writing, delivery and transport are undertaken in accordance with the applicable Delivery term for the account of and at the risk of the Supplier.

6.3 The Supplier shall provide sound packaging that is suitable for the method of Delivery, including where necessary the provision of cribbing, stowing, sea fastening and equipping with crane hooks and/or fittings for the (un)loading of the Work, or as otherwise described in the Purchase Order.

6.4 Unless otherwise agreed in the Purchase Order, the Delivery place shall be the delivery address of Mammoet as included in the Purchase Order.

6.5 The receipt of and/or payment for the Delivery of the Work or parts thereof shall not be regarded as acceptance or conformity of the Work as supplied.

6.6 If the Supplier has not performed the Work or made the Delivery in accordance with the Purchase Order, without prejudice to any other rights of Mammoet under the Purchase Order or at law, Mammoet shall have the right to claim a reduction in price from the Supplier.

7. TITLE, OWNERSHIP AND RISK

7.1 From the time the Work is first identifiable as such, title to any goods and materials for use, incorporation, or processing into the Work shall vest in Mammoet, whether or not the goods have been made available to Mammoet. The Supplier shall warrant that the aforementioned goods and materials shall be free from any liens, pledges, rights of retention, encumbrances or any other rights. Mammoet is at all times entitled to claim, mark, take possession of and safeguard the Work, irrespective of payment and any rights of retention or suspension of the Supplier, or termination of the Purchase Order.

7.2 The Work and any goods and materials for the Work shall be clearly marked as Mammoet's property and, when at the Supplier's site, stored separately with proper care.

7.3 The risk of damage to or loss of the Work is transferred to Mammoet upon Delivery, or, if applicable, after the Work is accepted by Mammoet.

7.4 The Supplier shall fully cooperate with Mammoet should Mammoet wish to vest any liens, encumbrances or other such rights on the goods.

8. GUARANTEE

8.1 The Supplier shall guarantee that the Work i) is new and is in conformity with the specifications and requirements of the Purchase Order, ii) is free of any defects, latent or otherwise and any faults regarding design, materials and workmanship iii) is exempt from any restricted rights including rights of retention ("**Guarantee**").

8.2 Unless otherwise expressly agreed, a Guarantee period of twelve months applies from the date the Work is brought into operation by Mammoet (the date of being brought into operation being no later than six months from the date of Delivery) or the Work is delivered from Mammoet to its client, six months from the date the Work is brought into operation by Mammoet's client ("**Guarantee Period**"). Within the Guarantee Period, the Supplier is obliged to remedy any and all defects and/or failures to the Work free of charge and without delay and within the remedy period determined by Mammoet by means of repair or replacement including any removal and/or disassembly and installation and/or assembly of the Work or part thereof as directed by Mammoet.

8.3 When Work is modified, replaced or repaired, or when remedial work is carried out under the Guarantee, a full twelve month Guarantee Period comes into force in respect of the Work

after completion or, if applicable acceptance of the remedial work.

8.4 In urgent situations, or when the Supplier does not comply with its Guarantee obligations under this clause 8, Mammoet is entitled to carry out the necessary Work or have it carried out by itself or a Third Party at the Supplier's risk and cost.

9. LIABILITY AND INSURANCE

9.1 The Supplier shall be liable for any and all claims including but not limited to any and all damages, loss, cost, suit, judgment, award, resulting from any default, act or omission by the Supplier Group under the Purchase Order and any defects, latent or otherwise, any non-conformity and design errors of the Work, including overdue Delivery.

9.2 The Supplier shall defend, indemnify and hold harmless Mammoet Group for such claims, regardless of whether any such damage and/or loss is due to the negligence (including active, passive, joint, concurrent negligence) of Mammoet Group with regard to: i) the illness, injury or death of the Supplier Group's own personnel; ii) loss or damage of the Work whether in whole or part and any of the Supplier Group's own property, equipment, materials and any other items whether owned, hired, rented, chartered, etc. (regardless of possession or control by the indemnitee).

9.3 Either Party shall not be liable to the other for any indirect or consequential damages, including but not limited to any loss of profit, loss of product or production, loss of contracts and loss of reputation or goodwill arising or alleged to arise out of either Party's failure properly to carry out its obligations under this Contract, or arising out of a breach of duty under the laws of tort or any statutory breach of either Party. Each Party shall indemnify, defend and hold harmless the other Party and its Affiliated Companies accordingly. The obligations of the Supplier as per clause 6 (delivery and transport), 8 (guarantee), 13 (confidentiality) and 14 (intellectual property) shall not be deemed indirect or consequential damages.

9.4 The Supplier shall maintain in full force and effect adequate insurances against its legal and contractual liabilities assumed under this Purchase Order, the insurances taken out by the Supplier shall be endorsed to waive subrogation against Mammoet Group and will name Mammoet Group as co-insured. When the Work includes the construction and/or transportation of goods, the Supplier shall provide: i) a Construction All Risks insurance to cover the Work up to the full value of the goods and up to the moment of completion or if applicable acceptance of the Work by Mammoet; and/or ii) a transport insurance covering the full value of the (part of) Work being transported. Mammoet shall be co assured under this Construction All Risk and/or transport insurance with the exclusion of any recourse against Mammoet and Mammoet Group. The Supplier shall issue certificates of insurances to evidence the existence of the insurances at Mammoet's first request.

10. SUSPENSION AND TERMINATION

10.1 Mammoet may suspend, change or terminate the Purchase Order or part of it, without any liability, in the event the Supplier i) becomes bankrupt or insolvent or when insolvency, receivership or bankruptcy proceedings are commenced against the Supplier or are initiated by the Supplier, or ii) is in default of any of its obligations under the Purchase Order.

10.2 Notwithstanding Mammoet's right to suspend, change or terminate the Purchase Order, Mammoet may request the Supplier to provide a recovery plan in which the Supplier demonstrates that it will rectify its default upon terms acceptable to Mammoet. Upon Mammoet's written acceptance of such recovery plan, the Supplier shall deliver the goods in accordance with that plan.

10.3 If, as a result of Force Majeure (as defined in clause 12, the delay in Delivery time influences

Mammoet's timely performance of its obligations to Mammoet's client, or if there are clear indications that execution of the Purchase Order is no longer possible or if the Force Majeure lasts for more than 180 consecutive days, Mammoet is entitled to change, suspend or terminate the Purchase Order without any liability towards the Supplier.

10.4 If Mammoet wishes to cancel the Purchase Order for reasons other than the aforementioned under clause 10.1, or 10.3, Mammoet shall compensate the Supplier for the part of the Work properly performed up to the date of notice of cancellation.

10.5 The rights and obligations under the Terms which by their nature should survive, including clauses 10 (suspension and termination), 13 (confidentiality) and 14 (intellectual property) shall survive after termination and/or if applicable, acceptance of the Work.

11. VARIATIONS AND REDUCTIONS

11.1 During the execution of the Purchase Order Mammoet may request or instruct the Supplier to change or amend the Purchase Order or part thereof ("**Variation**")

11.2 The Supplier shall within five days from the request or instruction for Variation advise Mammoet of the impact of a request for Variation with respect to the price and Delivery time. Mammoet and the Supplier shall agree upon on impact of the Variation, if applicable, on the price and Delivery time.

11.3 The Supplier shall perform the Work according to the Variation as instructed or requested by Mammoet without delay, even if no agreement has yet been reached with respect to the impact of the Variation.

11.4 If it appears that the Supplier has not made the Work in accordance with the Variation, Mammoet may charge the Supplier for the reduction and may offset it against payments still to be made.

12. FORCE MAJEURE

12.1 Any delays in or failures of performance by a Party shall not constitute default, if and to the extent such delays or failures of performance are caused by occurrences of Force Majeure. Force Majeure under the Terms means a circumstance that is reasonably not within the control of a Party and that could not have been overcome by the exercise of ordinary diligence, including but not limited to Acts of God, war, piracy, riots, epidemics, national strikes. Any unforeseen interruptions in the production or supply of goods or materials, a shortage of staff, the breakdown of machines or failure by sub-contractors and ancillary suppliers shall not constitute a Force Majeure event.

12.2 In claiming such Force Majeure event, a Party shall notify the other Party of this within three days and shall state what the anticipated consequences will be for its obligations under the Purchase Order.

13. CONFIDENTIALITY

13.1 The term "**Confidential Information**" as used herein, means any and all information, whether disclosed verbally, digitally, visually, in writing or otherwise, prior or after the date of this Purchase Order and whether or not marked 'Confidential' or the like, such as without limitation drawings, sketches, specifications, engineering data, calculations, data sheets, models, reports, advices, including information relating to existing or proposed future business, inventions, solutions, operations or developments, technology, intellectual property and/or similar rights and financial information.

13.2 The Supplier shall keep all Confidential Information strictly confidential and shall use such Confidential Information only for the execution of the Work. The Supplier may disclose the Confidential Information, as necessary, only to representatives of the Supplier who need to know the Confidential Information for the execution of the Work, subject to the confidentiality obligations as set out in the Terms. The Supplier shall take proper

and appropriate steps to keep the Confidential Information confidential, including but not limited to limiting the dissemination of the Confidential Information to representatives of the Supplier on a need-to-know basis and by imposing proper and appropriate confidentiality obligations. Any Confidential Information is and at all times remains the property of Mammoet or Mammoet Group and upon request the Supplier shall promptly return all Confidential Information to Mammoet. Documents prepared by the Supplier using Confidential Information or derived therefrom shall be destroyed by the Supplier upon request of Mammoet, confirmation of which shall be provided in writing.

13.3 Without prejudice to any other rights and remedies otherwise available to Mammoet at law, the Supplier acknowledges that any available remedies may be inadequate to protect Mammoet against any actual or threatened disclosure of Confidential Information, and that Mammoet shall be entitled to file for injunctive relief without proof of actual damages. The Supplier shall be liable for and hold harmless Mammoet for any breach of this clause.

13.4 The obligations of the Supplier with regard to Confidential Information will not apply to Confidential Information of which the Supplier can clearly demonstrate by documented evidence: i) that is now in or hereafter enters the public domain without a breach of these Terms by the Supplier or its representatives, ii) known to the Supplier prior to the time of disclosure by Mammoet, iii) that is obtained by the Supplier, after the date hereof, from any Third Party that is lawfully in the possession of Confidential Information, but only if such disclosure of Confidential Information to it does not violate any contractual or legal obligation to Mammoet on the part of such Third Party or vice versa, iv) that is required or requested to be disclosed by court order, subpoena, data request or other legal process or by court order or a request by regulatory authorities. In the event as described under iv, the Supplier shall immediately provide Mammoet with detailed written notice of any such request or requirement so that Mammoet may seek a protective court order, injunctive relief or any other appropriate remedy. Specific Confidential Information shall not be deemed to be within the foregoing exceptions merely because it is embraced by more general information in the public domain or by more general information in the possession of the Supplier. In addition, any combination of information shall not be deemed to be within the foregoing exceptions merely because all individual parts of such information are in the public domain or in the possession of the Supplier.

14. INTELLECTUAL PROPERTY

14.1 Any and all intellectual property rights and/or similar rights, including but not limited to any patents, copyrights, database rights, design rights, know-how, models, trademarks, domain names and trade secrets or rights in Confidential Information, whenever and however arising, for their full term and including any claims to, applications, divisionals, reissues, re-examinations, continuations, continuations-in-part and renewals thereof ("Intellectual Property Rights"), arising from or relating to the Work shall vest solely with Mammoet. To the extent the Intellectual Property rights arising from or relating to the Work do not vest with Mammoet, the Supplier shall assign to Mammoet the ownership of such Intellectual Property Rights arising from and/or related to the Work. The Supplier shall co-operate in the execution of any formalities necessary to effectuate the transfer of ownership of such Intellectual Property Rights. Parties agree that nothing in these Terms shall be deemed to grant the Supplier any license or any other rights to any current or future intellectual property rights of Mammoet.

14.2 If the Supplier incorporates its own Intellectual Property Rights in the Work, it grants Mammoet Group an irrevocable, royalty-free, perpetual,

worldwide, non-exclusive and transferable license to use these rights without any limitation.

14.3 The Supplier is responsible for ensuring that the Work does not infringe the Intellectual Property Rights of Third Parties. The Supplier shall indemnify and hold harmless Mammoet Group and its clients against any and all such claims and costs which may be made against Mammoet Group, or its clients, including but not limited to legal fees in defending such claims.

14.4 In the event that Mammoet suspects an infringement of its Intellectual Property Rights by the Supplier or a Third Party and requests information from the Supplier to assess, prevent and/or address such (potential) infringement, the Supplier shall promptly and fully co-operate by providing all relevant information, documentation, and assistance as requested by Mammoet. The Supplier grants Mammoet the right to conduct an audit or inspection of the Supplier's relevant records, (manufacturing) facilities, (manufacturing) processes, products, equipment, materials and all other relevant documentation, operations or items in order for Mammoet to assess, prevent and/or address such (potential) infringement. The Supplier shall provide Mammoet unrestricted and timely access to all the relevant records, (manufacturing) facilities, (manufacturing) processes, products, equipment, materials and all other relevant documentation, operations or items.

15. COMPLIANCE

15.1 The Supplier herewith acknowledges that in carrying out its business activities it complies with all applicable rules and regulations, the generally accepted standards of business ethics and conduct, and in particular that:

i) it abides by the principles of the OECD Convention on Combatting Bribery in International Business transactions, as well as the relevant applicable law resulting from such convention including, the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act;

ii) in private business dealings with the public or government sector it does not, directly or indirectly, give, offer or agree to offer, or receive, any bribe or commit or attempt to commit any other corrupt act anywhere in the world; and

iii) it shall not offer, promise or give a financial or other advantage and request, or agree to receive, or accept a financial or other advantage.

15.2 The Supplier shall respect and uphold internationally recognized human rights and labor standards, including but not limited to:

i) the prohibition of child labor and forced or compulsory labor;

ii) the prohibition of discrimination, harassment, or unequal treatment on the basis of gender, race, religion, age, disability, sexual orientation, or any other protected category; and

iii) ensuring fair and good working conditions, freedom of association, and the right to collective bargaining in accordance with International Labour Organization (ILO).

15.3 The Supplier declares that it will comply with the Mammoet Supplier Code of Conduct as published on the Mammoet website: https://www.mammoet.com/globalassets/supplier-code-of-conduct.pdf

15.4 If the Supplier is found to be in breach of its obligations under the Terms, Mammoet may require the Supplier to implement corrective measures within a reasonable timeframe. In cases of severe or repeated non-compliance, Mammoet reserves all rights and remedies available under these Terms and applicable law.

16. APPLICABLE LAW AND RESOLUTION OF DISPUTES

16.1 The Terms and any Purchase Order issued hereunder shall be subject to the laws of country where the relevant Mammoet entity has its registered office without regard to conflicts of law

principles that would require application of any other law. The applicability of the United Nations Convention on Contracts for the International Sales of Goods (1980) is explicitly excluded.

16.2 Each Party agrees to submit to the exclusive jurisdiction of the competent court of the place where the relevant Mammoet entity has its registered office, provided that Mammoet shall not be prevented to take proceedings in the country of the Supplier's domicile or a court of law of a jurisdiction which would have been competent by law or under an international convention had this provision not been included, and to accord preference, if it elects, to application of the law in force in that jurisdiction.