

GENERAL TERMS AND CONDITIONS

SERVICES

N.V. Nederlandse Gasunie
with registered office in Groningen

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Contents

Article 1	Definitions	2
Article 2	Applicability of the General Terms and Conditions	2
Article 3	Explanations, formation of Contract and order of priority	3
Article 4	Prices and rates	4
Article 5	Changes to the Services	4
Article 6	Bank guarantee	5
Article 7	Payment, invoicing and correspondence	5
Article 8	Planning, performance in a timely manner and penalties	6
Article 9	Guarantee	7
Article 10	Insurance	8
Article 11	Liability	8
Article 12	Termination, dissolution and force majeure	9
Article 13	Term and renewal of the Contract	10
Article 14	Expertise, staff and outsourcing	10
Article 15	Materials	12
Article 16	Preparation, performance and coordination	12
Article 17	Worksite	13
Article 18	Safety	13
Article 19	Resources	14
Article 20	Permits, authorisations and discharges	14
Article 21	Control and inspections	15
Article 22	Information	16
Article 23	Transfer of rights and obligations	16
Article 24	Audit	16
Article 25	Confidentiality and Confidential Information	17
Article 26	Intellectual property rights	18
Article 27	Publicity	18
Article 28	Integrity, conflict of interest and use of Gasunie's resources	19
Article 29	Embargoes and Sanctions	19
Article 30	Environment	20
Article 31	Personal data	20
Article 32	Void and nullified provisions	20
Article 33	Applicable law and court	20

Article 1 Definitions

In these General Terms and Conditions the terms below written with a capital letter have the following meanings:

- (a) General Terms and Conditions: these general terms and conditions for establishing a specified Service and everything associated with it;
- (b) Order Letter: see Purchase Order;
- (c) Gasunie: N. V. Nederlandse Gasunie, with registered office in Groningen; Gasunie may conclude the Contract both on its own behalf and fully or in part on behalf of its group company (group companies) as mentioned in article 2:24b of the Dutch Civil Code;
- (d) Service Provider: the party with which the Contract has been or will be concluded. If two or more Service Providers contract for the Services, each of them is jointly and severally bound and liable for the whole and for the full completion of the Services and for the fulfilment of all obligations arising from the Contract;
- (e) Services: the work to be performed by the Service Provider in the context of the Contract, as described in the Contract;
- (f) Purchase Order: the written instructions from Gasunie in which the Services to be performed by the Service Provider are specified, also called Order Letter or Order;
- (g) Order: see Purchase Order;
- (h) Contract(s): each agreement between the Parties that has been formed pursuant to article 3 relating to the performance of Services;
- (i) Party (Parties): Gasunie and/or Service Provider, and Parties: Gasunie and Service Provider;
- (j) Staff: the staff employed by the Service Provider and also, if applicable, third parties, service providers and suppliers and their staff, whenever engaged by the Service Provider in any tier in the performance of the Contract;
- (k) Framework Contract: the written agreement between the Service Provider and Gasunie laying down the conditions for performing specific services on demand;
- (l) Confidential information: all knowledge, data and information disclosed at any time in writing by or on behalf of one Party to the other Party under the Contract, or directly or indirectly obtained from a Party in the form of drawings, computer programs or any other form whatsoever, as well as knowledge, data and information derived from this.

Article 2 Applicability of the General Terms and Conditions

- 2.1 The General Terms and Conditions govern the legal relationship between the Parties and always apply to all legal acts of the Parties with regard to the formation and performance of the Contract(s).
- 2.2 Deviations from or additions to the General Terms and Conditions are binding only if they have been agreed in writing between the Parties.

Article 3 Explanations, formation of Contract and order of priority

- 3.1 A Framework Contract is formed after it has been signed by the authorised representatives of both Parties.
- 3.2 If a Purchase Order has been sent by Gasunie under the terms of a Framework Contract, then the Contract is formed, without requiring a response from the Service Provider, 10 (ten) days after its dispatch by Gasunie. If the Framework Contract includes suspensive conditions, such as the provision of financial security to Gasunie in advance, the Contract only comes into effect after these conditions have been met.
- 3.3 Unless expressly agreed otherwise in the Framework Contract, Gasunie is not under any obligation to purchase under the Framework Contract.
- 3.4 Outside a Framework Contract, the Contract is formed, without requiring a response from the Service Provider, 10 (ten) days after dispatch of the Purchase Order by Gasunie, following an offer by the Service Provider, and after the suspensive conditions included in the Contract, including the provision of the agreed financial security, have been met.
- 3.5 The following documents, if applicable, form an integral part of the Contract and should be considered to provide, collectively, an interpretation of the nature and scope of the Services. The following order of priority applies to this interpretation:
- a) purchase order;
 - b) award report;
 - c) clarification meeting report;
 - d) on-site scoping meeting report;
 - e) framework contract/contract;
 - f) general terms and conditions;
 - g) drawings;
 - h) Gasunie technical standards;
 - i) other documents marked as binding.

If there are several versions of a document, the most recent version takes priority over previous versions. In the event of inconsistencies between documents, those ranked higher have priority over those ranked lower, unless the document ranked lower contains more stringent requirements. The Dutch version takes priority over the English translation of the General Terms and Conditions. In the event of uncertainty about requirements arising from the various documents and the order of priority, Gasunie decides.

- 3.6 The Service Provider is deemed to have fully informed itself and to be informed about the circumstances and documents relating to the Services and the Contract. More specifically: about the requirements and provisions set by Gasunie with respect to safety and quality, the place(s) where the Services must be performed, the required quality, scope and necessary technical information, as well as about all circumstances that may affect the progress or performance of the Services. Lack of familiarity with circumstances that affect the Services and/or safety provisions to be observed will not discharge the Service Provider from its obligations under the Contract.
- 3.7 The Service Provider undertakes to deliver all necessary performances to establish the service, including the provision of labour, services, materials and equipment. If necessary for the performance of the Contract, the Service Provider must ensure that it obtains, at its own expense and risk, all necessary consents, permits and/or licences on time and that it meets the conditions laid down therein. The Service Provider complies with legislation and regulations.
- 3.8 The Service Provider declares that written employment contracts or written contracts for services exist, and will continue to exist, between the Service Provider, the staff and third parties engaged by the Service Provider in the performance of the Contract.

Article 4 Prices and rates

- 4.1 The agreed price is fixed, all-in and not offsettable. All amounts are in euros. The unit prices and the rates are fixed and will not be changed in the event of changes in wages, costs, taxes, social security costs and the like. The unit prices and rates are inclusive of any travel and accommodation costs, freight charges and all other duties and/or taxes, but exclusive of VAT.
- 4.2 Notwithstanding the provisions of paragraph 4.1, the Parties may agree that the Services, or specified parts thereof, are performed on the basis of retrospective calculations at unit prices and/or rates stated in the Contract.
- 4.3 Hours and costs resulting from overtime performed by the Service Provider will only be paid if and insofar as this has been agreed in writing between the Parties. Overtime must have been ordered by Gasunie.
- 4.4 Amounts arising from a variation order pursuant to article 5 will only be paid if and insofar as the Parties have reached a written agreement about these amounts.
- 4.5 The following items are not eligible for reimbursement:
- a) compulsory collective days off under the reduction in working hours scheme and scheduled days off specified by Gasunie;
 - b) public holidays in the Netherlands.

Article 5 Changes to the Services

- 5.1 Gasunie may decide to make changes to the scope and/or manner of performance of the Services. Gasunie may also decide to change documents that form an integral part of the Contract. The Service Provider is obliged to carry out these changes. Changes pursuant to this article form an integral part of the Contract.
- 5.2 Following notification from Gasunie that a variation order is under consideration, the Service Provider will provide Gasunie with all the information, in writing, that is relevant for determining the consequences of the change.
- 5.3 If the change leads to more or less work and/or has consequences for the time schedule, the Service Provider will provide itemised estimates for this.
- 5.4 If Gasunie subsequently decides to issue a variation order, the amounts for more or less work will be determined by Gasunie, in conjunction with the Service Provider, as follows:
- a) a fixed amount per change agreed between the Parties; or
 - b) the Parties agree in writing that the reimbursement for more or less work will be determined following performance of the changes on the basis of unit prices, rates and any surcharges agreed or to be agreed.
- 5.5 If the Service Provider engages third parties as a result of a variation order and Gasunie determines the reimbursement for more or less work on the basis of unit prices, rates and any surcharges agreed or to be agreed, then Gasunie will only reimburse the third parties' costs after the third parties' itemised invoices have been approved by Gasunie.
- 5.6 In urgent cases or in cases where no agreement has been reached about the amounts referred to in paragraph 4 of this article, the Service Provider is nevertheless obliged to act on a variation order immediately. In that case, the amounts that the change involves will be determined at a later date in consultation according to standards of reasonableness and fairness.
- 5.7 Performance of changes without a signed variation order from Gasunie is at the expense and risk of the Service Provider.

Article 6 Bank guarantee

- 6.1 Where Contracts have a value in excess of € 1,000,000,-- (one million euros) the Service Provider must, within 7 (seven) days of signing the Contract, but not later than the start of work, provide for the issue of an unconditional and irrevocable bank guarantee in the name of Gasunie, as security for the fulfilment of all the Service Provider's obligations to Gasunie regarding performance of the Contract including its obligations under the guarantee.
The bank guarantee will be 5 % of the value of the Contract and must be valid until at least 12 (twelve) months after the first delivery of the Service.
- 6.2 If, due to changes in the Services as referred to in article 5, the Service Provider is entitled to payments additional to the amounts agreed earlier pursuant to the Contract, the bank guarantee will be increased proportionally on demand, if Gasunie requests this.
- 6.3 If the guarantee period for the Services or part thereof ends later than initially anticipated, the period of validity of the bank guarantee, notwithstanding the provisions of paragraph 1 of this article, will be extended accordingly on demand, if Gasunie requests this.
- 6.4 If the extension of the guarantee period only relates to part of the Services, the Service Provider may, after the guarantee period for the other part of the Services has ended, request that Gasunie agrees to a reduction of the bank guarantee to 10% of the value of the part of the services concerned, unless it is closely connected to the other Services to be performed, so that the functioning of the part that is still outstanding may affect the functioning of the other parts. In these circumstances Gasunie is not obliged to reduce an issued bank guarantee before the end of its term.
- 6.5 Without prejudice to the provisions in paragraph 1 of this article, where Gasunie has made payments in advance as referred to in article 7, paragraph 3, the Service Provider must provide for the issue of an unconditional and irrevocable bank guarantee in the name of Gasunie to the full amount of the payment in advance which is valid for a period to be agreed (in principle at least equal to the period required for delivery of the performance to which the payment in advance relates).
- 6.6 The bank guarantees as referred to in paragraphs 1 and 5 of this article must be issued by a bank in the Netherlands which is acceptable to Gasunie in accordance with the model supplied by Gasunie.

Article 7 Payment, invoicing and correspondence

- 7.1 In the case of a fixed, all-in price, the Parties may decide that the Service Provider charges Gasunie monthly amounts for work performed by the Service Provider during the preceding period. The amount of the monthly payments is determined by Gasunie based on the scope of the work performed in the preceding month. The Parties may agree in the Contract that the Service Provider will use the Gasunie hourly timesheets to provide weekly statements of the hours worked on Gasunie's instructions and the related costs incurred. This statement may consist of the Gasunie hourly timesheet and/or an itemisation/justification for, insofar as applicable, the hours worked, materials supplied and/or other cost items in the month concerned with a corresponding cost overview. Determination of the aforementioned monthly payments and/or payment of the invoices by Gasunie does not imply approval or acceptance of the Services (or of parts of the Services concerned).
- 7.2 Invoices must comply with the requirements laid down by law and in regulations. Invoices, correspondence and Gasunie hourly timesheets must also contain the following information:
- a) purchase order number and item/position number on the Purchase Order;
 - b) project description;
 - c) hourly time sheet and/or hourly itemisation as mentioned in article 7.1.

- 7.3 Payment will only be made in advance if this has been agreed in writing between the Parties and after the bank guarantee relating thereto pursuant to article 6, paragraph 5, has been received by Gasunie.
- 7.4 Gasunie must approve the invoice before making payment. If Gasunie disputes the accuracy of all or part of an invoice sent by the Service Provider, the parties will consult one another. In that case, Gasunie has the right to suspend payment of the disputed amount. No statutory interest is payable if Gasunie suspends payment on legitimate grounds. Gasunie is entitled to have the invoice checked for accuracy at any time by an accountant to be appointed by Gasunie. The Service Provider will lend its full assistance to this investigation.
- 7.5 Payment will be made within 30 (thirty) days of receipt of an undisputed invoice. If payment is not made within the aforementioned period, interest will - with effect from the 31st (thirty-first) day after Gasunie received the invoice - be payable by Gasunie to the Service Provider on the invoice amount owing corresponding to 70% (seventy percent) of the statutory interest as laid down pursuant to article 6:119a in conjunction with article 6:120 paragraph 2 of the Dutch Civil Code.
- 7.6 Without prejudice to any other rights of Gasunie, Gasunie has the right to suspend payment wholly or partially if (i) the Services do not comply with the Contract, (ii) the Service Provider fails to observe a deadline indicated as essential in the Contract or (iii) drawings or documents have not been supplied, when the supply of drawings or other documents was agreed, or such documents are an inseparable part of an item by virtue of their permanent business use.
- 7.7 The amount of the VAT must be shown separately on the invoice. If the VAT reverse charge procedure is applicable, the phrase "VAT reverse charge", or words to that effect, are stated on the invoice.
- 7.8 Gasunie has the power, in such cases as it determines, to pay the Service Provider part of the amount it owes as a payment constituting a valid discharge, either by deposit or transfer into a guarantee account of the Service Provider, or by direct transfer to the authorities concerned.
- 7.9 Failure by Gasunie to pay within the payment term or non-payment of an invoice by virtue of article 7.4 does not give the Service Provider the right to suspend or terminate its work.

Article 8 Planning, performance in a timely manner and penalties

- 8.1 The Service Provider will, on the basis of the plan agreed in the Contract and the dates mentioned therein that are essential for performance (within the specified time), draw up a detailed time schedule for the work it is to carry out. The time schedule must be approved by Gasunie before work starts. The time schedule approved by Gasunie forms an integral part of the Contract.
- 8.2 The Service Provider may only implement changes to the time schedule following explicit approval in writing from Gasunie. Gasunie will not withhold its approval on unreasonable grounds. Except for changes made at the request of Gasunie, changes to essential dates and/or the date of the first delivery may only take place after Gasunie has been compensated for any losses it will suffer and/or has suffered as a result of that change. Following approval by Gasunie of an amended time schedule, this latest approved time schedule forms an integral part of the Contract and replaces the (any) earlier version(s). Except for changes made at the request of Gasunie, the Service Provider is not entitled to claim compensation for loss or additional costs in the event that an amended time schedule has been approved by Gasunie.
- 8.3 The Parties may agree a penalty in the Contract to encourage the Service Provider to carry out the performance in good time. If the Service Provider fails to meet the date of first delivery and/or any other date stated in the Contract as essential, it will owe a penalty per unit of time. The penalty does not replace compensation by virtue of the law.

The Service Provider continues to be obliged to deliver the performances concerned as soon as possible after the agreed date has elapsed, without prejudice to any other rights of Gasunie. No prior warning or notice of default is required for charging the penalty.

- 8.4 The Service Provider will inform Gasunie as soon as possible and with a statement of reasons if it expects all or part of the Services to be delayed and/or not ready in accordance with the agreed time schedule. In that case, the Service Provider is, on its own initiative or in response to notice received from Gasunie, obliged to bring in more and/or other staff and equipment or third parties or to apply other working methods in order to complete the part of the Services concerned on time after all. In the event that there is already a delay in the provision of the Services, the Service Provider has an obligation to make up this delay as far as possible. Any additional costs are borne by the Service Provider unless the Parties agree in writing that the provisions of article 5 apply. The Service Provider and Gasunie will consult each other on how to deal with the situation. These consultations do not affect Gasunie's other powers. Gasunie has the right to specify the period within which the Services or the part of the Services concerned will have to be performed correctly.
- 8.5 If it must reasonably be assumed that the Service Provider will not or cannot fulfil its obligations, or fulfil them on time or fulfil them properly, Gasunie may engage third parties at the Service Provider's expense in order to prevent any further delay to the work, including deliveries, and/or to limit the consequences of the delay, without prejudice to any other rights of Gasunie. If Gasunie makes use of this power, it will inform the Service Provider of this in writing beforehand.

Article 9 Guarantee

- 9.1 The Service Provider guarantees that the Services will meet, and will continue to meet, the requirements set out in the Contract and that they are suitable for the purpose as specified by the Contract.
- 9.2 The Service Provider is, on its own initiative or in response to notice received from Gasunie, obliged to carry out all repair and/or replacement work before the end of the applicable guarantee period(s).
- 9.3 The costs of the work and deliveries mentioned in paragraph 2 of this article are borne by the Service Provider, unless these costs are the result of normal wear and tear, use or damage caused by Gasunie.
- 9.4 The various guarantees and their corresponding guarantee periods which apply to the Services (or distinct parts of the Services) by virtue of the Contract, are as stated and laid down in the Contract, or as laid down in applicable Gasunie Technical Standard(s) respectively. If there are no specific provisions with regard to any part, then a guarantee of 12 (twelve) months after first delivery applies in respect of that part.
- 9.5 Liability for latent and hidden defects is governed by statutory provisions.
- 9.6 If repair and/or replacement work has taken place during the guarantee period under the terms of the Service Provider's guarantee obligation, then the guarantee period for this work and related deliveries is extended by 12 (twelve) months from the date of completion and acceptance of this work.
- 9.7 Depending on the nature and type of guarantee, the Services are inspected or re-inspected by Gasunie at end of the guarantee period concerned, to establish whether the Service Provider has fulfilled all of its obligations. Gasunie gives the Service Provider written notification of the results of the inspection, at the same time indicating for which parts of the Services the guarantee period is extended (if applicable). If the Service Provider has fulfilled all of its obligations, it will be informed of this in writing by Gasunie.
- 9.8 If the Service Provider believes that Gasunie may not make a claim under the guarantee provisions, the burden of proof in this respect lies with the Service Provider.

Article 10 Insurance

- 10.1 Without prejudice to the statutory and contractual liability of the Service Provider in relation to the performance of the Services, in certain cases a Construction All Risks insurance (CAR insurance) is concluded by Gasunie for the benefit of all those involved in the provision of the Services.
- 10.2 The CAR insurance documents with the cover and conditions included therein will be made available by Gasunie for the Service Provider to inspect. The Service Provider is obliged to take note of this. Gasunie will provide a copy on request.
- 10.3 In the event of damage for which the Service Provider is liable and which is covered by the CAR insurance, the excess under this insurance policy and any claims over and above the covered amount are borne by the Service Provider.
- 10.4 The Service Provider is obliged to inform Gasunie immediately, but within 24 hours at most, of any accident, loss or damage and also of any claim no matter whom it is brought against, which is connected with the Services. This is irrespective of whether the event is eligible for compensation on the basis of any insurance policy. The Service Provider is responsible for recording the damage fully and adequately and the causes which led to the damage.
- 10.5 The Service Provider must have general third party liability insurance ("aansprakelijkheidsverzekering voor bedrijven" or "AVB") including cover for employer's liability with an insured sum of at least € 5,000,000 (five million euros) per event. The required sum insured must be fully available during the year. Gasunie may demand a higher limit if it considers there is reason to do so. The AVB provides primary cover with Gasunie as co-insured and contains a waiver of right of recourse against Gasunie. Only in the event of overlap between the aforementioned AVB and the liability section on Gasunie's CAR policy may the AVB be secondary to the liability section on Gasunie's CAR policy.
- 10.6 The Service Provider will take out primary insurance for its equipment that is subject to the Motor Insurance Liability Act ("Wet aansprakelijkheidsverzekering motorrijtuigen" or "WAM") according to the requirements of WAM also on behalf of Gasunie. This must cover the traffic risk and the working risk.
- 10.7 Gasunie has the right to require that other supplementary insurance policies be concluded in addition to the insurance policies mentioned above. If this requirement is expressed after the conclusion of the Contract, Gasunie will reimburse reasonable and proportional costs of the additional required insurance.
- 10.8 Gasunie has the right, if it so wishes, to inspect the cover notes and the policy documents. Gasunie may also inspect the entire claims documentation on demand and has the right to receive the full claims documentation in the event of actual or alleged claims relating to the work.
- 10.9 The Service Provider will ensure that all of the policy documents relating to its insurance policies include a clause in which the Service Provider and its underwriters/insurers waive their right of recourse (if any) against Gasunie and against companies linked to or affiliated to Gasunie in the role of client.

Article 11 Liability

- 11.1 The Service Provider is liable for all damage and costs suffered and to be suffered by Gasunie and third parties resulting from (i) an attributable failure, (ii) defects in the Services, or (iii) wrongful acts or omissions on the part of the Service Provider or its Staff. The Service Provider will provide full compensation for this damage with due regard for the provisions of the second paragraph of this article. The Service Provider holds Gasunie harmless against all claims by third parties in these matters.

- 11.2 If damage as mentioned in the first paragraph occurs and Gasunie itself suffers damage and this damage is not covered by the CAR insurance mentioned in article 10, paragraph 1, then the Service Provider's liability towards Gasunie is limited to the higher of (i) € 500,000 or (ii) 15% of the value of the Contract, including the value of more/less work.
- 11.3 This limit is not applicable to:
- a) excesses (single or cumulative) under the CAR policy taken out by Gasunie;
 - b) damage, in the event of intent or wilful recklessness on the part of that (those) individual(s) mentioned in article 11, paragraph 1;
 - c) claims under indemnities provided by the Service Provider;
 - d) claims under guarantees provided by the Service Provider, including necessary repair work;
 - e) claims by Gasunie against the Service Provider in respect of penalty clauses;
 - f) claims in respect of violation of duty of confidentiality.
- 11.4 For the purposes of articles 10 and 11, employees of Gasunie are deemed to be third parties as mentioned in the first sentence of paragraph 1 of this article.
- 11.5 If damage is inflicted on Gasunie, the Service Provider is obliged to repair the damage as soon as possible on its own initiative or in response to notice received from Gasunie. Gasunie has the authority to set a timeframe within which the repair must be carried out. Gasunie may instruct third parties to perform the repair after giving notice in writing. The costs of the repair are borne by the Service Provider.
- 11.6 If damage is caused to vegetation on the area designated as a worksite by Gasunie and this damage is an inevitable consequence of the performance of the Contract, then this damage is at the expense of Gasunie.
- 11.7 The issuing of instructions by Gasunie does not lead to any change or reduction in the Service Provider's liability.
- 11.8 The Service Provider may settle the damage mentioned in paragraph 1 of this article with third parties in the presence of and in accordance with a representative of Gasunie; in that case the Service Provider indemnifies Gasunie against all claims by third parties in these matters. Gasunie has the authority to settle claims below € 1,000,- (one thousand euros) independently with the party suffering damage, at the expense of the Service Provider.
- 11.9 The Service Provider holds Gasunie harmless against damage and/or loss caused with, by or to equipment that the Service Provider has in use, under any title, including, but not limited to, ownership, hire or lease. If the Service Provider has taken out insurance against such damage, Gasunie must be included on the primary policy as co-insured.
- 11.10 Gasunie's liability is limited to a maximum of € 500,000 (five hundred thousand euros) per Contract, whereby a Framework Contract counts as a single Contract. Gasunie indemnifies the Service Provider against all claims by third parties in these matters.
- 11.11 The Service Provider and Gasunie hold each other harmless with respect to consequential losses and/or indirect losses, such as loss of profit, loss of turnover, missed opportunities et cetera.
- 11.12 The Service Provider's liability is not limited by the existence of the insurance policies.

Article 12 Termination, dissolution and force majeure

- 12.1 Gasunie has the right to terminate ("beëindigen") all or part of the Contract early with immediate effect at any time by giving notice in writing to the Service Provider. The Service Provider will stop performing the services immediately upon receipt of the written notice of termination or on the date specified therein. The Parties will consult with each other about the consequences of the termination ("beëindiging").

- 12.2 After termination ("beëindiging"), the Services performed are inspected by Gasunie and a final account is drawn up. In addition to establishing the payment to which the Service Provider is entitled for Services performed, the final account contains a determination of the reimbursement for unavoidable costs to be incurred or costs incurred for the part of the Services not performed due to the termination ("beëindiging"), and, notwithstanding article 11, paragraph 11, reimbursement for loss of profit, if applicable, to be determined in accordance with standards of reasonableness and fairness.
- 12.3 If the Service Provider fails to fulfil an obligation under the Contract, or does not fulfil it on time or properly and also in the event of its bankruptcy, suspension of payments or debt rescheduling arrangement in the case of natural persons and in the case of the closing down, liquidation or takeover of the Service Provider's company, the Service Provider is deemed to be in default by operation of law. Gasunie has the right to dissolve ("ontbinden") all or part of the Contract without further notice of default and with immediate effect by giving the Service Provider notice in writing and/or to suspend payments without being obliged to pay any compensation, without prejudice to any other rights of Gasunie.
- 12.4 All claims that Gasunie may have or acquire against the Service Provider in these cases are immediately due and payable in full.
- 12.5 In the event of dissolution ("ontbinding") as mentioned in paragraph 3 of this article, Gasunie will be entitled to complete the Services itself or to have them completed by third parties at the expense of the Service Provider, possibly making use of materials and resources supplied by the Service Provider. A payment to be agreed upon may be arranged for using the materials and resources supplied by the Service Provider in that way.
- 12.6 The Service Provider is, without further notice of default, liable for the consequences of its failure to fulfil the Contract or to fulfil it on time or properly unless the failure cannot be attributed to the Service Provider (force majeure). If the Service Provider relies on force majeure, Gasunie has the right to grant a postponement and to change the essential dates in accordance with article 8, paragraph 2, or to dissolve ("ontbinden") the Contract without being obliged to pay any compensation.
- 12.7 Under no circumstances are rain, storm, snow, ice or other adverse weather conditions, groundwater or soil conditions considered to be force majeure. Nor can landslides or subsidence resulting from work performed by the Service Provider be regarded as force majeure.
Nor can the following be regarded as force majeure: staff shortage, strikes, sickness of staff, shortage of raw materials, transport problems, late delivery or unsuitability of goods required for performance of the work, liquidity or solvency problems on the part of the Service Provider or failure to perform of third parties engaged by the Service Provider.
- 12.8 The Service Provider remains liable for and guarantees, after the end of the Contract, the quality of the Services already performed.

Article 13 Term and renewal of the Contract

- 13.1 The term of the Contract is laid down in writing. The Contract ends after the expiry of the term by operation of law.
- 13.2 Gasunie has the right to renew the Contract if the duration of the project, for which the Services are being performed, requires that. The Parties will always agree the renewal in writing and the General Terms and Conditions will then apply again.

Article 14 Expertise, staff and outsourcing

- 14.1 The Service Provider undertakes to perform the Services with due care and in accordance with generally accepted standards in its sector.

- 14.2 The Service Provider is authorised to engage hired workers, suppliers and other third parties for part of the Services after Gasunie has given permission in writing for this. Gasunie may attach conditions to any such permission. The Service Provider remains liable for the timely and proper performance of the Services by these third parties and also for the payments owed to these third parties by the Service Provider.
- 14.3 The Service Provider will ensure that the Staff meet and will continue to meet the special requirements set by Gasunie, and in the absence thereof, that they will meet the general requirements of expertise and professional competence required to be able to perform the Services properly.
- 14.4 The Service Provider is obliged to pay wage tax, social security contributions and VAT in connection with the Contract on time and in full for the Staff. The Service Provider indemnifies Gasunie against any claims in these matters.
- 14.5 Before starting their work, third parties engaged by the Service Provider must make a statement in writing that the provisions of the Contract relating to the work are known to them and that they are bound by them.
- 14.6 The Service Provider hands this written statement over to Gasunie with the following annexes:
- a) extract from the commercial register;
 - b) VAT number;
 - c) wage tax reference;
 - d) guarantee account number; and
 - e) recent payment history report from the tax authorities.
- 14.7 The contracts concluded between the Service Provider and the third parties engaged by it cannot be binding upon Gasunie, regardless of whether Gasunie gave its permission for such contracts to be concluded. Gasunie is not in any way a party to contracts concluded by the Service Provider with third parties. Such contracts are and remain the sole responsibility of the Service Provider.
- 14.8 At the latest before starting performance of the Services, the Service Provider will give Gasunie the names and availability of the Staff and the percentage of the available time that the Staff will spend on the Services. Leave, holidays, individual days off under the reduction in working hours scheme and scheduled days off are established in good time in consultation with Gasunie.
- 14.9 The Service Provider may not, without prior permission in writing from Gasunie, replace Staff engaged in the performance of the Services temporarily or permanently. Gasunie will not refuse its permission on unreasonable grounds and may attach conditions to this permission. Any new Staff must in all cases have the equivalent expertise, training and experience as the original Staff. The rates applicable to the original Staff will not be increased in the event of replacement.
- 14.10 Gasunie is entitled to request the replacement of a member of the Staff if, in Gasunie's opinion, that person not suitable for the task, is guilty of misconduct or lacks the necessary competence. The Service Provider will comply with Gasunie's request immediately, at its own expense, and arrange for a suitable replacement, without prejudice to any other rights of Gasunie.
- 14.11 Gasunie is also entitled to request the temporary or permanent replacement of Staff members if an individual is sick, on holiday, on leave or has had an accident or in the event of termination ("beëindiging") of the employment contract or contract for services between the Service Provider and the person concerned.
- 14.12 In the event of temporary or permanent replacement of Staff, the Service Provider will arrange for a replacement expeditiously and at its own expense, unless Gasunie prefers dissolution ("ontbinding") of the Contract.

- 14.13 The Service Provider and Staff may also be subject to screening by the Dutch General Intelligence and Security Service (AIVD). One of the consequences of such screening may involve certain persons being denied access to Gasunie's industrial sites and/or buildings and also to the designated worksite without any reasons being given by Gasunie. In these circumstances, the Service Provider must arrange their immediate replacement by equivalent Staff at its own expense.
- 14.14 No relationship of authority exists between the Parties with regard to performance of the Services, without prejudice to the duty of the Service Provider and Staff to follow the instructions of Gasunie relating to the performance of the Services.

Article 15 Materials

- 15.1 If Gasunie supplies materials to be used for the performance of the Services, then these materials remain the property of Gasunie. The Service Provider will carry out a visual inspection of the materials supplied by Gasunie as soon as they are received and report any defects in writing immediately. Failure by the Service Provider to notify Gasunie immediately in writing that the materials are not satisfactory means that the Service Provider has accepted the materials. To prevent any damage, the Service Provider will take proper steps to ascertain that the weights of the materials and/or parts to be handled/hoisted are correct, including checking the consignment notes.
- 15.2 All other materials required for the Services must be supplied by the Service Provider in sufficient quantities and in accordance with the specifications in the Contract. These materials must be suitable and permitted by law for the use for which the Service Provider has been informed.
- 15.3 Ownership of the materials mentioned in paragraph 2 of this article passes to Gasunie upon delivery of those materials to the worksite or, if this is earlier, upon delivery to a location being used by or on behalf of the Service Provider. If the materials remain in the possession of the Service Provider, then in that case the Service Provider is obliged to issue Gasunie with certificates of ownership for the materials. When materials are delivered to the Service Provider by third parties, the Service Provider may not accept retention of title or enter into contracts under which any right to the materials serves as security for the Service Provider's obligations to third parties.
- 15.4 After materials to be supplied by Gasunie have been made available to the Service Provider at the agreed locations and times, the Service Provider is responsible for the careful management, use and maintenance of the materials. All materials not used for the Services must be made available to Gasunie by the Service Provider at the original delivery location, in such condition that they are suitable for use again in accordance with the relevant specifications. Materials that do not meet these specifications, missing materials or wasted materials will be charged to the Service Provider and included in the final account.
- 15.5 The assessment of the condition of the returned materials is the prerogative of Gasunie and binding upon the Service Provider and will take place within a reasonable period of time after they are returned.

Article 16 Preparation, performance and coordination

- 16.1 The Service Provider is obliged to inform itself in good time prior to the performance of the Services of all relevant laws, regulations, provisions, permits and recommendations issued by the government or by competent semi-public and other institutions. When performing the Services the Service Provider and Staff will act in accordance with these requirements.
- 16.2 The Service Provider is obliged in its preparations for and performance of the work to be guided by the provisions in the Contract, the time schedule and also the decisions and instructions of Gasunie. Gasunie will provide its decisions and instructions in writing.

- 16.3 The Contract may contain a requirement for the Service Provider to provide Gasunie with a progress report at the end of each working week. The report will be laid out in accordance with the instructions provided by Gasunie.
- 16.4 Progress meetings may be held periodically. The Service Provider must provide Gasunie with the information required for these meetings in good time.
- 16.5 The Service Provider is obliged to ensure proper coordination of all activities and deliveries by those involved in provision of the Services or who work on the site in some other capacity.
- 16.6 The Service Provider will proceed with the Services and fulfil its duties at all times in such a way that all reasonable requirements are met to obtain, improve and maintain a good understanding between permit issuers, landowners, tenants, other land users and the general public on the one hand and Gasunie on the other hand.

Article 17 Worksite

- 17.1 Gasunie will ensure that the Service Provider can make use of the designated worksite, where the Services are to be performed, in good time.
- 17.2 The use of sites outside the designated worksite is only permitted after obtaining permission from Gasunie. Gasunie may attach conditions to its permission for such use. All costs to be incurred in connection with this are borne by the Service Provider.
- 17.3 It is the responsibility of the Service Provider to inform itself of the nature and qualities of the worksite and of any obstacles in, on, near or above the site that are of relevance to the performance of its activities. Where necessary, the Service Provider will make sure that it has permission to work in the vicinity of these obstacles from the owners, owners of real rights and/or operators.
- 17.4 The costs of investigating the worksite (including investigating the presence or absence of aboveground or underground obstacles) and the costs of all measures and facilities required for the performance of the Services, including those which only become apparent as necessary following the investigations mentioned above, are borne by the Service Provider.
- 17.5 With respect to Gasunie's existing stations, the information provided by Gasunie to the Service Provider about these is binding. The costs of investigating underground obstacles at existing stations are borne by Gasunie.
- 17.6 If a security company engaged by Gasunie is present at the designated worksite, the Service Provider will follow the instructions of the security company.

Article 18 Safety

- 18.1 The Service Provider ensures that, in the performance of activities, Staff will observe the laws and provisions of the government, semi-public bodies, permit issuers and Gasunie in the areas of health, safety and environment, in such a way that the safety of all members of Staff and also of other persons in the immediate and wider vicinity is assured as far as possible according to common standards in the oil and gas industry and that their health is protected whilst there is minimum impact on the environment.
- 18.2 Gasunie is responsible for ensuring that the site is secure.
- 18.3 The Service Provider provides safety clothing and personal protective equipment for the Staff. The cost of this is borne by the Service Provider.

Article 19 Resources

- 19.1 All resources, such as drawings, calculations, models, lithographs, moulds, matrixes, gauges or specific tools that are necessary for the performance of the Contract and which are made available to the Service Provider by Gasunie or which are manufactured or purchased by the Service Provider at Gasunie's expense, remain or become the property of Gasunie at the time of manufacture or purchase, subject to all other rights of Gasunie.
- 19.2 The Service Provider will, in its capacity of borrower, keep these resources clearly marked as property of Gasunie and will provide certificates of ownership at the request of Gasunie.
- 19.3 The Service Provider is obliged to draw Gasunie's attention to deficiencies or faults in the resources provided or prescribed by Gasunie, insofar as the Service Provider was or should reasonably have been aware of them.
- 19.4 The Service Provider will only use these resources or have them used for the performance of the Contract. It will not, without Gasunie's written permission, use, copy or duplicate the aforementioned resources for other purposes, or give them up to or make them accessible to third parties in any form or in any way.
- 19.5 The Service Provider is liable for the loss of or damage to resources used by the Service Provider in the performance of the Contract. The Service Provider must compensate for any damage arising from this, unless such loss or damage is the inevitable consequence of the performance of the Contract.
- 19.6 All resources will be returned to Gasunie on demand, and in any case at the same time as the delivery of the Services to which the resources were related.
- 19.7 The Service Provider guarantees the safe and reliable operation of all resources that it uses for the performance of the Contract and which originate from the Service Provider or third parties. The Service Provider will ensure that these resources comply with the most recent health, safety and hygiene regulations.
- 19.8 The Service Provider will, at Gasunie's first request, stop using the resources mentioned in paragraph 7 of this article if, in the opinion of Gasunie, these resources are unsafe or faulty for the performance of the Contract. In that case the Service Provider will arrange for the replacement of the resources as soon as possible at its own expense and risk.

Article 20 Permits, authorisations and discharges

- 20.1 Before starting performance of the Services, Gasunie informs the Service Provider of which permits, discharges and authorisations have been requested from private persons, public authorities and other legal persons.
- 20.2 Gasunie is responsible in all cases for obtaining the necessary real rights.
- 20.3 Gasunie informs the Service Provider of the permits, discharges and authorisations that it has been granted.
- 20.4 The Service Provider must ensure that all other permits, authorisations, discharges and rights that are necessary for the Services are in its possession in good time. The cost associated with this is borne by the Service Provider. The Service Provider sends copies of the applications for permits, discharges, authorisations and the decisions made in relation to these to Gasunie.
- 20.5 Compliance with the conditions of the permits, discharges and authorisations mentioned in this article is also an obligation of the Service Provider to Gasunie.
- 20.6 Gasunie is authorised to recover from the Service Provider costs associated with sanctions or remedial sanctions (under administrative law or criminal law) imposed on Gasunie due to violation of legislation or regulations by the Service Provider or its Staff.

- 20.7 The Parties are obliged, insofar as within their power, to lend each other any assistance necessary for obtaining permits, authorisations and discharges.
- 20.8 If the Service Provider believes that unreasonable or unreasonably onerous conditions are attached, or are expected to be attached, to the issue of a permit or discharge, it must inform Gasunie about this immediately, so that Gasunie still has the opportunity to contest the decision concerned as an interested party or not.

Article 21 Control and inspections

- 21.1 Control and inspections, including inter alia supervision, tests and trials, are performed as agreed in the Contract and whenever they are required for the performance of the Services. The Service Provider delivers reports, certificates and other supporting documents to Gasunie and lends the necessary assistance with staff, equipment and materials. The Service Provider allows Gasunie and third parties appointed by Gasunie access to the worksite at all times.
- 21.2 Gasunie has the right to have additional controls and inspections performed, both in relation to materials, equipment and activities which have already been carried out or have not yet been carried out, and also to materials, equipment and the Services or parts thereof which have already been established. Gasunie has the right to instruct the Service Provider to expose work already done or to dismantle parts of the work in order to make additional controls and inspections possible.
- 21.3 The Service Provider grants access and lends its assistance to Gasunie and third parties at all times, insofar as these are required for them to carry out their duties and competences as well as controlling compliance with the Contract and applicable statutory requirements, all these things in the context of performance of the work by the Service Provider. If control or inspection takes place at the initiative of the Service Provider, then Gasunie must be informed in writing of the date and location by the Service Provider at least 5 (five) working days prior to the proposed date.
- 21.4 The costs of controls and inspections provided for in the Contract, and which are necessary for the establishment of the Services, are borne by the Service Provider. The costs of all other controls and inspections are borne by Gasunie, unless the results show that items, equipment or completed work, or parts thereof, delivered by the Service Provider are not in accordance with the Contract, in which cases the costs are borne by the Service Provider.
- 21.5 If a control or inspection cannot take place at the proposed time, or if any control or inspection has to be repeated, then Gasunie may recover from the Service Provider its directly associated costs if and insofar as such delays or repetitions are attributable to the Service Provider. The Service Provider has a similar right if and insofar as such delays or repetitions are attributable to Gasunie.
- 21.6 In the event of a rejection, Gasunie will inform the Service Provider thereof immediately, with a statement of reasons, followed by a written confirmation. In that case, the Service Provider is obliged to repair or replace the rejected item within a period set, in writing, by Gasunie at the expense of the Service Provider.
- 21.7 In urgent cases, Gasunie has the right to use the Services, even before controls or inspections take place following the installation and/or start-up of the delivered item by the Service Provider. The Services are not deemed to have been approved or accepted by Gasunie by being brought into use.
- 21.8 Neither any failure on the part of Gasunie to control or inspect, nor the absence of Gasunie when inspections or tests are being held, nor the failure of Gasunie to reject any part of the work or the Services due to non-conformity with the Contract, discharges the Service Provider from any obligation or liability.

- 21.9 Gasunie may be assisted by third parties for the purpose of controls and inspections of the Services or parts thereof and also with regard to compliance with the Contract.

Article 22 Information

- 22.1 Each Party is responsible and liable for the correctness and completeness of binding information that it makes available to the other Party to fulfil the Contract.
- 22.2 The Parties will inform each other of any inconsistencies, errors or shortcomings that they find in it and consult with each other about how they will rectify any such problems.
- 22.3 All changes that are necessary in the nature and/or scope of the Services as a result of changes in, or by virtue of, binding information provided by the Service Provider are at the expense of the Service Provider unless they are changes as defined in article 5 made on the initiative of Gasunie.
- 22.4 All other information does not bind Gasunie. Gasunie is not responsible for the correctness and completeness of any other information it makes available. The Service Provider has a duty to verify this information. The cost of this is borne by the Service Provider.

Article 23 Transfer of rights and obligations

- 23.1 The Parties may transfer their rights and obligations under the Contract to one or more third parties. In the event of such a transfer, the Parties will ask each other for permission in writing beforehand, that they may not reasonably withhold. Gasunie may attach conditions to such permission.
- 23.2 The Service Provider is obliged, both in the event of early termination ("beëindiging") and in other cases, on demand from Gasunie, to transfer to Gasunie the rights and obligations under contracts with third parties designated by Gasunie, engaged by the Service Provider in the performance of the Contract (such as suppliers and service providers). In the event of the transfer of the contracts mentioned in this paragraph, the Service Provider remains liable for the obligations under these contracts and guarantees that the part of the Services already performed will meet, and will continue to meet, the requirements set in the Contract.
- 23.3 The Service Provider stipulates the right to a transfer in favour of Gasunie as mentioned in paragraph 2 of this article in all contracts. Gasunie will notify the Service Provider and third parties engaged by the Service Provider in the performance of the Contract (such as suppliers and service providers) in writing if this right is to be exercised. The obligations for Gasunie arising from this are settled with the Service Provider, by making use of the bank guarantee issued by the Service Provider if so desired.

Article 24 Audit

- 24.1 The Service Provider is obliged to keep accounting records that show the costs incurred in favour of Gasunie and obligations entered into in connection with performance of the Services. Gasunie also has the right to conduct quality audits.
- 24.2 Gasunie, or an auditor to be appointed by Gasunie, has the right to verify the accounting records and documentation of the Service Provider and of third parties engaged by the Service Provider in the performance of the Contract (such as suppliers and service providers), insofar as these accounting records and documentation relate to the Services. The Service Provider will, for this purpose, at Gasunie's first written request, allow the person or persons appointed by Gasunie to have access to the accounting records and to the other relevant information that is held by the Service Provider.
- 24.3 Gasunie will not verify the structure of agreed fixed all-in prices, fixed payments and rates.

- 24.4 Gasunie is permitted to copy and reproduce or make digital copies for internal use of all accounting and other documents under the provisions of this article.
- 24.5 The Service Provider will ensure and will agree with third parties engaged by the Service Provider in the performance of the Contract (such as suppliers and service providers) that the aforementioned accounting documents, other documents and digital databases will continue to be available for a period of at least 7 (seven) years after the expiry of the guarantee period.
- 24.6 Neither the exercise of the right to verify nor the performance of any other control discharges the Service Provider from any obligation under the Contract.
- 24.7 The Parties realise that it is not practical to carry out an audit on all the databases over the whole period to which the audit relates. The Parties will, in mutual consultation, apply, where possible and necessary, statistically sound sampling and extrapolation techniques which have proven their usefulness in practice.
- 24.8 The Service Provider stipulates these rights and obligations for the benefit of Gasunie in the contracts with the third parties engaged by it in the performance of the Contract.
- 24.9 If the Service Provider has charged Gasunie too much or too little, Gasunie will inform the Service Provider of the amount it has over/undercharged. If it has overcharged, then the Service Provider will immediately repay the amount overcharged to Gasunie. If it has undercharged, then the Service Provider will invoice Gasunie for the amount it has undercharged. If an audit reveals that more than 5% (five percent) too much has been charged for the relevant Services during the period under investigation, the Service Provider will reimburse the cost of the audit to Gasunie.

Article 25 Confidentiality and Confidential Information

- 25.1 The Parties will treat all Confidential Information that is divulged by or on behalf of the Parties for the purpose of the Contract as confidential and will ensure that members of staff who are or will be engaged by a Party in the performance of the Contract will also respect the confidentiality of such information. The Party that divulges Confidential Information will stipulate that the third party that receives such information will respect the confidentiality of the information as provided in this article.
- 25.2 The Parties may not divulge Confidential Information in any way to any person without permission in writing from the other Party, other than for the purpose for which this information is provided, unless the provisions of paragraph five apply.
- 25.3 Without prejudice to the provisions of this article, Gasunie is authorised to divulge Confidential Information to its participations. For the concept of 'participation' the Parties use the definition in article 2:24c of the Dutch Civil Code.
- 25.4 The Parties have the right, in the case of provision of Confidential Information to the receiving Party, to request a non-disclosure agreement. The receiving Party ensures that the Confidential Information from the providing Party cannot be made known to persons who have not signed such an agreement and indemnifies the providing Party against damage in this respect.
- 25.5 'Confidential Information' does not mean knowledge, data and information that, at the time of its disclosure or procurement, is already in the lawful possession of the Party that receives it, is a matter of common knowledge, has been mentioned in literature or has been marked as "not confidential" or words to that effect by the Party providing it.
- 25.6 If and insofar as Confidential Information must be made accessible to certifying authorities, government bodies, judges, arbitrators, public authorities, and/or inspectors of insurance companies, the Parties will put in writing that the information is of a confidential nature. The Parties will ask these authorities to respect its confidentiality. The Parties will inform each other of these matters in writing.

- 25.7 After the end of the Contract, the Parties will return all Confidential Information that they obtained from the other Party within a reasonable period of time. All copies made will be destroyed. An exception applies to information which a Party is required to retain by virtue of legislation and/or regulations and/or the applicable and generally accepted professional rules and regulations.
- 25.8 If the receiving Party violates its duty of confidentiality, this Party is liable for any damage suffered by the Party providing the information.
- 25.9 The obligations under this article will continue after the end of the Contract.

Article 26 Intellectual property rights

- 26.1 The Service Provider will ensure that the Services do not infringe patents, licences, registered drawings, copyright and other intellectual property rights of third parties and it indemnifies Gasunie against claims in these matters.
- 26.2 Each Party retains its existing intellectual property rights. Gasunie has title to all intellectual property rights that arise from or are the result of the performance of the Contract by the Service Provider and/or its Staff. The Service Provider indemnifies Gasunie against claims by third parties in these matters.
- 26.3 Insofar as the results of the performed Services are established, wholly or partially, with the use of already existing, intellectual property rights not attributable to Gasunie, the Service Provider grants Gasunie a non-exclusive and non-cancellable right of use of indefinite duration. In that case the Service Provider guarantees that it is entitled to grant the aforementioned right of use.
- 26.4 At Gasunie's first request, the Service Provider lends its assistance to the formalities necessary to establish and/or confirm the property rights mentioned in paragraph 2 of this article in favour of Gasunie, without being able to attach conditions to them. Any costs associated with establishing or confirming the aforementioned property rights are borne by Gasunie.
- 26.5 All objects pertaining to the property rights mentioned in paragraph 2 of this article are to be clearly marked by the Service Provider as the property of Gasunie.
- 26.6 The Service Provider hereby waives towards Gasunie any possible so-called moral rights to which it, the Service Provider, may be entitled, as mentioned in the Dutch Copyright Act, to the extent that the applicable regulations permit such waiver. The Service Provider, having the power to do so, will also, on behalf of Staff members engaged on its part, waive towards Gasunie any possible moral rights to which these Staff members may be entitled, to the extent that the applicable regulations permit such waiver.
- 26.7 The obligations under this article will continue after the end of the Contract.

Article 27 Publicity

- 27.1 The Service Provider will not, without permission from Gasunie in writing, be authorised to publish, or to inform the press, press organisations or any other authority or institution that distributes information, about the existence of the Contract, its object, the construction or other project of which the Contract forms part, neither in text, nor in illustrations, diagrams, articles, films, photos, presentations, interviews and the like. Gasunie will not refuse its permission on unreasonable grounds and may attach conditions to its permission.
- 27.2 The Service Provider will require its Staff to observe the ban described in paragraph 1 of this article.
- 27.3 Gasunie will be authorised to publish, or to inform the press, press organisations or any other authority or institution that distributes information that the Service Provider has concluded the Contract with Gasunie.

Gasunie will inform the Service Provider about the information that will be communicated. Gasunie will consider any possible suggestions made by the Service Provider in these matters.

Article 28 Integrity, conflict of interest and use of Gasunie's resources

- 28.1 The Service Provider is not permitted under any name or on any pretext whatsoever to give any gifts or make any promises of any kind, directly or indirectly, to persons employed by or working for Gasunie, who do not belong to the Staff, nor to members of their family and/or relatives, with the evident intention of influencing the performance of the Contract. If there is at any time evidence of any such gift or promise, this would be a ground for Gasunie to dissolve ("ontbinden") the Contract.
- 28.2 If persons mentioned in paragraph 1 of this article have been or will be appointed as director, supervisory director or advisor in the Service Provider's company or in companies in the same group as the Service Provider's company, or if they have or obtain an interest in one of these companies, the Service Provider will inform Gasunie of this in writing immediately with a statement of the details of the appointment or interest. In the event of a breach, Gasunie may dissolve ("ontbinden") the Contract with immediate effect without being obliged to pay any compensation.
- 28.3 The Service Provider avoids any form of fraud (such as misleading financial reporting), unfair competition (cartels, price-fixing, abuse of dominance, exchange of company-specific confidential commercially sensitive information that distorts or could distort competition), bribery or corruption (benefits for employees or government officials if they influence, or attempt to influence, business decisions), extortion and money laundering.
- 28.4 The Service Provider will respect the facilities, systems, buildings, intellectual property rights and goods of Gasunie at all times and use them appropriately. The Service Provider will also respect all rules and regulations applicable to the use of Gasunie's resources or to entry into Gasunie's buildings and premises.

Article 29 Embargoes and Sanctions

- 29.1 The Service Provider declares and guarantees that, prior to and during the period of the Contract:
- a) The Service Provider and its affiliated companies are not in breach of any national or international sanction, embargo or trade regulations ("**Sanctions**") applicable to it or them;
 - b) The Service Provider and its affiliated companies will, in connection with the service provision under the Contract, act at all times in accordance with the Sanctions applicable to it, them or to Gasunie and its group;
 - c) The Service Provider and its affiliated companies and persons are not the subject of or subject to Sanctions, and the shares or control in the Service Provider and its affiliated companies are not held in whole or in part by persons who are the subject of or subject to Sanctions.
- 29.2 The Service Provider will inform Gasunie immediately if all or part of one of these declarations and/or guarantees is no longer correct or applicable.
- 29.3 The Service Provider and its affiliated companies will ensure that all obligations and guarantees under this article are imposed on any third party that the Service Provider or its affiliated companies concludes a contract with or uses in the performance of the Contract, or that assumes an obligation under the Contract or a part thereof.
- 29.4 Gasunie has the right at all times, with immediate effect and at its own discretion, to take any action, including but not limited to suspension, cancellation ("opzegging") or dissolution ("ontbinding") of the Contract, to guarantee compliance with applicable Sanctions, without Gasunie being obliged to pay any form of damages or compensation to the Service Provider and/or its affiliated companies or persons.

Article 30 Environment

The Service Provider recognises the environmental impact of its business activities and must ensure that it acts responsibly and works continually to reduce its impact on the environment. It will avoid or reduce waste and emissions resulting from its business activities. Efficient technologies aimed at reducing environmental impact must be applied wherever possible.

Article 31 Personal data

Insofar as the Service Provider processes personal data for Gasunie for the purpose of the performance of the Contract, the Service Provider is regarded as being a processor as defined by the GDPR.

The Service Provider is obliged to conclude a data processing agreement with Gasunie.

Article 32 Void and nullified provisions

If one or more provisions of the General Terms and Conditions or the Framework Contract or Contract prove to be void or are nullified by the court, the other provisions of the General Terms and Conditions or the Contract retain their legal force. The Parties will consult with each other on the void or nullified provisions in order to reach an alternative arrangement. The alternative arrangement does not affect the purpose or object of the General Terms and Conditions or the Framework Contract or Contract.

Article 33 Applicable law and court

- 33.1 All disputes, including those regarded as such by only one party, which may arise with reference to the Contract or further contracts arising from the Contract, will be submitted exclusively to the competent court in the district which covers Groningen, unless the Parties agree to arbitration, binding third-party ruling or mediation.
- 33.2 The Contract and further contracts arising from the Contract are exclusively governed by Dutch law.
- 33.3 The applicability of the United Nations Convention on Contracts for the International Sale of Goods 1980 (the Vienna Sales Convention) is excluded.