

GENERAL TERMS AND CONDITIONS

FOR DELIVERIES

and related services

N.V. Nederlandse Gasunie

with registered office in Groningen

2020 edition

Contents

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

Article 34 Term and renewal of the Contract	23
Article 35 Applicable law and court	23

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 deliveries and the related consignments;
- (b) Order Letter: see Purchase Order;
- (c) Services: the activities to be performed by the Service Provider in the context of the Contract, as described in the Contract;
- (d) 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;
- (e) Purchase Order: the written instructions from Gasunie in which the Deliveries to be made and the related services to be performed by the Supplier are specified; also called Order Letter or Order;
- (f) Supplier: the party with which the Contract has been or will be concluded. If two or more Suppliers contract for the Delivery, each of them is jointly and severally bound and liable for the whole and for the full completion of the Delivery and for the fulfilment of all obligations arising from the Contract;
- (g) Delivery: the items and related consignments which according to the Contract must be or have been delivered to Gasunie by the Supplier; if the performance of Services makes up part of the Delivery then these Services also come under Delivery and these general terms and conditions also apply to them;
- (h) Order: see Purchase Order;
- (i) Contract: any agreement established between the Parties relating to the purchase and delivery of items and related services;
- (j) Party: Gasunie or Supplier, and Parties: Gasunie and Supplier;
- (k) Staff: the staff employed by the Supplier and also, if applicable, third parties, service providers and suppliers and their staff, who are engaged by the Supplier in the performance of the Contract;
- (l) Framework Contract: the written agreement between the Supplier and Gasunie laying down the conditions for accomplishing specific Deliveries on demand;
- (m) 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.

- 2.2 Stipulations deviating from the General Terms and Conditions and/or the provisions in a Framework Contract are only binding if they have been expressly agreed in writing between the parties with reference to the article from which they are deviating and have been signed by an authorised officer of Gasunie.
- 2.3 The provisions under 13 – 16 are only applicable if Services form part of the Delivery.

Article 3 Explanations, formation of Contract and order of priority

- 3.1 The formation of the Contract and communication between the Parties may be in writing or by electronic means unless the law or the Contract provide otherwise. Gasunie may set further or more detailed requirements in the Contract for communication between the Parties. No rights may be derived by the Supplier from decisions taken during an award meeting, unless included in the award report.
- 3.2 A Framework Contract is formed after it has been signed by the authorised representatives of both Parties.
- 3.3 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 Supplier, on the 10th (tenth) day 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.
- 3.4 Unless expressly agreed otherwise in the Framework Contract, Gasunie is not under any obligation to purchase under the Framework Contract.
- 3.5 Outside a Framework Contract, the Contract is formed, without requiring a response from the Supplier, on the 10th (tenth) day after dispatch of the Purchase Order by Gasunie, following an offer by the Supplier, and after the suspensive conditions included in the Contract, including the provision of the agreed financial security, have been met.
- 3.6 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 Delivery. 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) project conditions, with the description of work;
 - (f) framework contract;
 - (g) general terms and conditions;
 - (h) drawings;
 - (i) Gasunie technical standards;
 - (j) 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 take precedence 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.

- 3.7 The Supplier is deemed to have fully informed itself and to be informed about the circumstances and documents relating to the Delivery and the Contract. More specifically: about the requirements and provisions set by Gasunie with respect to safety and quality, the place(s) where the Delivery must be made, the required quality, scope and necessary technical information, as well as about all circumstances that may affect the progress or performance of the Delivery.

Lack of familiarity with circumstances that affect the Delivery and/or safety provisions to be observed will not discharge the Supplier from its obligations under the Contract.

- 3.8 The Supplier undertakes to deliver all necessary performances to accomplish the Delivery, including the provision of labour, services, materials and equipment. If necessary for the performance of the Contract, the Supplier 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 Supplier complies with legislation and regulations. The mere mention of one of the trading terms defined in the applicable INCOTERMS does not set aside the provisions of this article. The version of INCOTERMS issued by the International Chamber of Commerce, which is in force at the time of the order, is applicable for the interpretation of the delivery conditions.
- 3.9 The Supplier declares that written employment contracts or written contracts for services exist, and will continue to exist, between the Supplier, the staff and third parties engaged by the Supplier in the performance of the Contract.

Article 4 Prices and rates

- 4.1 The agreed price is in accordance with the applicable INCOTERMS 'Delivered Duty Paid' (DDP) and comprises all costs incurred in connection with the Delivery, including any costs of assembling or installing the Delivery and all other duties and/or taxes. All amounts are in euros unless agreed otherwise. 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 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.
- 4.2.1 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 Delivery

- 5.1 Gasunie may decide to make changes to the scope and/or method of carrying out the Delivery. Gasunie may also decide to change documents that form an integral part of the Contract. The Supplier 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 Supplier will provide Gasunie with all the information, in writing, that is relevant for determining the consequences of the proposed change.
- 5.3 If the change leads to more or less work and/or has consequences for the time schedule, the Supplier 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 Supplier, 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 implementation of the changes on the basis of unit prices, rates and any surcharges agreed or to be agreed.

- 5.5 If the Supplier 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 Supplier 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 Implementation of changes without a signed variation order from Gasunie is at the expense and risk of the Supplier.

Article 6 Bank guarantee

- 6.1 Where Contracts have a value in excess of € 1,000,000 (one million euros) the Supplier must, at Gasunie's request, within 7 (seven) days of signing the Contract, but before the Delivery is made at the very latest, provide for the issue of an unconditional and irrevocable bank guarantee in the name of Gasunie, as security for the fulfilment of all the Supplier's obligations to Gasunie regarding performance of the Contract including its obligations under the guarantee. The bank guarantee will be 5 % (five percent) of the value of the Contract and must be valid until at least the end of the guarantee period with a maximum of 12 (twelve) months after the items have been brought into use by Gasunie.
- 6.2 If, due to changes in the Delivery as referred to in article 5, the Supplier is entitled to payments additional to the amounts agreed earlier pursuant to the Contract, the bank guarantee will be increased proportionally on first demand, if Gasunie requests this.
- 6.3 If the guarantee period for the Delivery or part of the Delivery 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 first demand, if Gasunie requests this.
- 6.4 If the extension of the guarantee period only relates to part of the Delivery, the Supplier may, after the guarantee period for the other part of the Delivery has ended, request that Gasunie agrees to a reduction of the bank guarantee to 5% (five percent) of the value of the part of the Delivery concerned, unless it is closely connected to the other part of the Delivery to be made, 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 1 below, the Supplier 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). In these circumstances Gasunie is not obliged to reduce an issued bank guarantee before the end of its term.
- 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 The Parties may decide that the Supplier charges Gasunie monthly amounts for work performed by the Supplier 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. Determination of the aforementioned monthly payments and/or payment of the invoices by Gasunie does not imply approval or acceptance of the Delivery (or of parts of the Delivery concerned).

- 7.2 Invoices must comply with the requirements laid down by law and in regulations. Invoices and correspondence must also contain the following information:
- a) Purchase Order number and item number on the Purchase Order;
 - b) Project description.
- 7.3 The Parties will use Gasunie's automated system (such as Ariba) for sending orders and invoices, with due regard for the provisions applicable to the system.
- 7.4 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.
- 7.5 Gasunie must approve the invoice before making payment. If Gasunie disputes the accuracy of all or part of an invoice sent by the Supplier, 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 Supplier will lend its full assistance to this investigation.
- 7.6 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 of receipt of the invoice by Gasunie, be payable by Gasunie to the Supplier 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.
- 7.7 Without prejudice to any other rights of Gasunie, Gasunie has the right to suspend payment wholly or partially if (i) the Delivery does not comply with the Contract, (ii) the Supplier fails to observe a deadline indicated as essential in the Contract or (iii) drawings or documents have not been supplied with the delivery, 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.
- 7.8 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.
- 7.9 Gasunie has the power, in such cases as it determines, to pay the Supplier part of the amount it owes as a payment constituting a valid discharge, either by deposit or transfer into a guarantee account of the Supplier, or by direct transfer to the authorities concerned.
- 7.10 Failure by Gasunie to pay within the payment term or non-payment of an invoice by virtue of 7.4 does not give the Supplier the right to suspend or terminate its obligations.

Article 8 Planning, performance in a timely manner and penalties

- 8.1 The Supplier 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 the activities commence. The time schedule approved by Gasunie forms an integral part of the Contract.

- 8.2 The Supplier may only implement changes to the time schedule following 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 damage 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 Supplier is not entitled to claim compensation for damage 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 Supplier to carry out the performance in good time. If the Supplier fails to meet any date stated in the Contract as essential, it will owe a penalty of 1% (one percent) per week, up to a maximum of 10% (ten percent), per item number on the Purchase Order. The penalty does not replace compensation by virtue of the law. The Supplier 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 Supplier will inform Gasunie as soon as possible and with a statement of reasons if it expects all or part of the Delivery to be delayed and/or not ready in accordance with the agreed time schedule. In that case, the Supplier 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 Delivery concerned on time after all. In the event that the Delivery is already delayed, the Supplier has an obligation to make up this delay as far as possible. Any additional costs are borne by the Supplier unless the Parties agree in writing that the provisions of article 5 apply. The Supplier 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 Delivery or the part of the Delivery concerned will have to be completed correctly.
- 8.5 If it must reasonably be assumed that the Supplier will not or cannot fulfil its obligations, or fulfil them on time or fulfil them properly, Gasunie may engage third parties at the Supplier's expense in order to prevent any further delay to the deliveries, including activities, 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 Supplier of this in writing beforehand.

Article 9 Guarantee

- 9.1 The Supplier guarantees that the Delivery will meet, and will continue to meet, the requirements set out in the Contract and that it is fit for the purpose for which it is purchased as shown in the Contract.
- 9.2 The Supplier 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 activities and deliveries mentioned in paragraph 2 of this article are borne by the Supplier, 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 Deliveries (or distinct parts of the Deliveries) 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 Supplier's guarantee obligation, then the guarantee period for these activities and related deliveries is extended by 12 (twelve) months from the date of completion and acceptance of these activities.
- 9.7 Depending on the nature and type of guarantee, the Delivery is inspected or re-inspected by Gasunie at end of the guarantee period concerned, to establish whether the Supplier has fulfilled all of its obligations. Gasunie gives the Supplier written notification of the results of the inspection, at the same time indicating for which parts of the Delivery the guarantee period is extended (if applicable). If the Supplier has fulfilled all of its obligations, it will be informed of this in writing by Gasunie.
- 9.8 If the Supplier believes that Gasunie may not make a claim under the guarantee provisions, the burden of proof in this respect lies with the Supplier.

Article 10 Insurance

- 10.1 If the Delivery forms part of a project for which Construction All Risks insurance (CAR insurance) has been taken out by Gasunie, the Supplier may, without prejudice to the statutory and contractual liability of the Supplier in relation to the accomplishment of the Delivery, make a claim on this.
- 10.2 The CAR insurance documents with the cover and conditions included therein will be made available by Gasunie for the Supplier to inspect. The Supplier is obliged to take note of this. Gasunie will provide a copy on request.
- 10.3 In the event of damage for which the Supplier 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 Supplier.
- 10.4 The Supplier 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 Delivery. This is irrespective of whether the incident is eligible for compensation on the basis of any insurance policy. The Supplier is responsible for recording fully and adequately the damage and the causes which led to the damage.
- 10.5 The Supplier 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 Supplier 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 at first request and has the right

to receive the full claims documentation in the event of actual or alleged claims relating to the activities.

- 10.9 The Supplier will ensure that all of the policy documents relating to its insurance policies include a clause in which the Supplier 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 Supplier 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 Delivery, or (iii) wrongful acts or omissions on the part of the Supplier or its Staff. The Supplier will provide full compensation for this damage with due regard for the provisions of the second paragraph of this article. The Supplier 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 Supplier's liability towards Gasunie is limited to 15% (fifteen percent) of the value of the Contract, plus the balance of more/less work, with a minimum of € 500,000 (five hundred thousand euros). This limit applies per Contract or per Subcontract if a Framework Contract is in place.

- 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 Supplier;
- d) claims under guarantees provided by the Supplier, including necessary repair work;
- e) claims by Gasunie against the Supplier in respect of penalty clauses;
- f) claims in respect of violation of duty of confidentiality.

If the amounts shown in paragraphs 11.2 and 11.3 e are cumulated, the total liability will not exceed 25 % of the value of the Contract, with a minimum of € 500,000,-- (five hundred thousand euros).

- 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 Supplier 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 Supplier.

- 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 Supplier's liability.

- 11.8 The Supplier holds Gasunie harmless against any damage and/or loss caused with, by or to equipment that the Supplier has in use, under any title, including, but not limited to, ownership, hire or lease. If the Supplier has taken out insurance against such damage, Gasunie must be included on the primary policy as co-insured.

- 11.9 Gasunie's liability is limited to a maximum of € 500,000 (five hundred thousand euros) per

Contract or per Subcontract, if a Framework Contract is in place. Gasunie holds the Supplier harmless against all claims by third parties in these matters.

11.10 The Supplier 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.

11.11 The Supplier'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 Supplier. The Supplier will cease Delivery immediately upon receipt of the notice in writing 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 Delivery is inspected by Gasunie and a final account is drawn up. In addition to the determination of the payment to which the Supplier is entitled for Delivery completed, the final account contains a determination of the reimbursement for unavoidable costs to be incurred or costs incurred for the part of the Delivery not completed 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 Supplier 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 Supplier's company, the Supplier 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 Supplier 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 Supplier 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 Delivery itself or to have it completed by third parties at the expense of the Supplier, possibly making use of materials and resources supplied by the Supplier. A payment to be specified may be agreed for such use of materials and resources provided by the Supplier.

12.6 The Supplier 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 Supplier (force majeure). If the Supplier 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 considered to be 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 activities, liquidity or solvency problems on the part of the Supplier or failure to perform of third parties engaged by the Supplier.

12.8 The Supplier remains liable for and guarantees, after the end of the Contract, the quality of the Delivery already completed.

Article 13 Expertise, staff and outsourcing

- 13.1 The Supplier undertakes to carry out the Delivery with due care and in accordance with generally accepted standards in its sector.
- 13.2 The Supplier is authorised to engage hired workers, suppliers and other third parties for part of the Delivery after Gasunie has given permission in writing for this. Gasunie may attach conditions to any such permission. The Supplier remains liable for the timely and proper performance of the Delivery by these third parties and also for the payments owed to these third parties by the Supplier.
- 13.3 The Supplier 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 carry out the Delivery properly.
- 13.4 The Supplier 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 Supplier holds Gasunie harmless against any claims in these matters.
- 13.5 Before starting their activities, third parties engaged by the Supplier must make a statement in writing that the provisions of the Contract relating to the activities are known to them and that they are bound by them.
- 13.6 This written statement is handed 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.
- 13.7 The contracts concluded between the Supplier 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 Supplier with third parties. Such contracts are and remain the sole responsibility of the Supplier.
- 13.8 At the latest before starting to carry out the Delivery, the Supplier will give Gasunie the names and availability of the Staff and the percentage of their available time that the Staff will spend on the Delivery. 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.
- 13.9 The Supplier may not, without prior permission in writing from Gasunie, replace Staff engaged in the performance of the Delivery 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.

Article 14 Materials

- 14.1 If Gasunie supplies materials to be used for carrying out the Delivery, then these materials remain the property of Gasunie. The Supplier 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 Supplier to notify Gasunie immediately in writing that the materials are not satisfactory means that the Supplier has accepted the materials.

To prevent any damage, the Supplier 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.

- 14.2 All other materials required for the Delivery must be supplied by the Supplier 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 Supplier has been informed.
- 14.3 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 Supplier. If the materials remain in the possession of the Supplier, then in that case the Supplier is obliged to issue Gasunie with certificates of ownership for the materials. When materials are delivered to the Supplier by third parties, the Supplier may not accept retention of title or enter into contracts under which any right to the materials serves as security for the Supplier's obligations to third parties.
- 14.4 After materials to be supplied by Gasunie have been made available to the Supplier at the agreed locations and times, the Supplier is responsible for the careful management, use and maintenance of the materials. All materials not used for the Delivery must be made available to Gasunie by the Supplier 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 Supplier and included in the final account.
- 14.5 The assessment of the condition of the returned materials is the prerogative of Gasunie and binding upon the Supplier and will take place within a reasonable period of time after they are returned.

Article 15 Worksite

- 15.1 Gasunie will ensure that the Supplier can make use of the designated worksite, where the Delivery is to be carried out, in good time.
- 15.2 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 Supplier.
- 15.3 It is the responsibility of the Supplier 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 Supplier 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.
- 15.4 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 accomplishment of the Delivery, including those which only become apparent as necessary following the investigations mentioned above, are borne by the Supplier.
- 15.5 With respect to Gasunie's existing stations, the information provided by Gasunie to the Supplier about these is binding. The costs of investigating underground obstacles at existing stations are borne by Gasunie.
- 15.6 If a security company engaged by Gasunie is present at the designated worksite, the Supplier will follow the instructions of the security company.

Article 16 Permits, authorisations and discharges

- 16.1 Before starting to carry out the Delivery, Gasunie informs the Supplier of which permits, discharges and authorisations have been requested from private persons, public authorities and other legal persons.
- 16.2 Gasunie is responsible in all cases for obtaining the necessary real rights.
- 16.3 Gasunie informs the Supplier of the permits, discharges and authorisations that it has been granted.
- 16.4 The Supplier must ensure that all other permits, authorisations, discharges and rights that are necessary for the Delivery are in its possession in good time. The costs associated with this are borne by the Supplier. The Supplier sends copies of the applications for permits, discharges, authorisations and the decisions made in relation to these to Gasunie.
- 16.5 Compliance with the conditions of the permits, discharges and authorisations mentioned in this article is also an obligation of the Supplier to Gasunie.
- 16.6 The Parties are obliged, insofar as within their power, to lend each other any assistance necessary for obtaining permits, authorisations and discharges.
If the Supplier 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 17 Delivery, packaging and dispatch

- 17.1 Without prejudice to the other provisions in the General Terms and Conditions (such as, but not limited to, transfer of ownership and permits) delivery will take place 'Delivered Duty Paid' (DDP) at a location specified in the Contract.
- 17.2 Services forming part of the Delivery will be mentioned in the Contract. If installation by the Supplier is also agreed as being part of the Delivery, Delivery will be deemed not to be complete until the services to be performed/provided by the Supplier have been completed to Gasunie's satisfaction, as evidenced by an acceptance protocol signed by Gasunie following the conclusion of successful acceptance tests. Delivery is also deemed not to be complete until the documentation to be provided by the Supplier as part of and/or in relation to the Delivery is in the possession of Gasunie.
- 17.3 Insofar as this is stated in the Contract or if it is requested by Gasunie at a later stage, the Supplier will submit a quality control plan to Gasunie for approval within 2 (two) weeks of the formation of the Contract or after receipt of the request to that effect, respectively.
- 17.4 Dates, delivery periods and handover periods (if installation has also been agreed) stated in the Contract will always apply as 'essential' and are strict and final deadlines.

Article 18 Ownership and risk

- 18.1 Gasunie acquires ownership of the items at the moment when Gasunie approves the items following delivery in accordance with article 17, or (if applicable) after installation or assembly of the items in accordance with article 21.
- 18.2 If no specific acceptance control takes place or in the event of agreed installation, testing and approval of the Delivery, then transfer of ownership will take place at the moment when the items are delivered or paid for, whichever of these two circumstances occurs first. This is without prejudice to any subsequent acceptance procedures with the associated legal consequences if Gasunie does not accept the Delivery for justifiable reasons.

- 18.3 If Gasunie supplies materials to be used for carrying out the Delivery, article 14.1 applies.
- 18.4 If Gasunie makes items available to the Supplier, for example, in order to assemble these or in order to test or bring into operation items that have already been assembled, the Supplier bears the risk for such items from the date they are made available until the date they are brought into use.
- 18.5 The Supplier will package and/or secure the Delivery in such a way that the Delivery reaches the place of destination via the mode of transport suitable for the Delivery in good condition and can be safely delivered there. Any requirements set by Gasunie in the Contract in relation to the packaging and/or securing will be carefully observed by the Supplier. If requested to do so by Gasunie, the Supplier must be responsible for returning or removing or arranging the removal of the packaging materials, at the Supplier's expense. Consignments that do not comply with the provisions in this paragraph may be refused by Gasunie.
- 18.6 Cash on delivery consignments will not be accepted.

Article 19 Preparation, performance and coordination

- 19.1 The Supplier is obliged to inform itself in good time prior to the performance of the Delivery of all relevant laws, regulations, provisions, permits and recommendations issued by the government or by competent semi-public and other institutions. When carrying out the Delivery, the Supplier and Staff will act in accordance with these requirements.
- 19.2 The Supplier is obliged in its preparations for and performance of the activities 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.
- 19.3 Progress meetings may be held periodically. The Supplier must provide Gasunie with the information required for these meetings in good time.
- 19.4 The Supplier is obliged to ensure proper coordination of all activities and deliveries by those involved in carrying out the Delivery or who work on the site in some other capacity.
- 19.5 The Supplier will proceed with the Delivery 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 20 Safety

- 20.1 The Supplier 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.
- 20.2 Gasunie is responsible for ensuring that the site is secure.
- 20.3 The Supplier provides safety clothing and personal protective equipment for the Staff. The costs associated with this are borne by the Supplier.

Article 21 Resources

- 21.1 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 Supplier by Gasunie or which are manufactured or purchased by the Supplier 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.
- 21.2 The Supplier 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.
- 21.3 The Supplier is obliged to draw Gasunie's attention to deficiencies or faults in the resources provided or prescribed by Gasunie, insofar as the Supplier was aware of these or should reasonably have been aware of them.
- 21.4 The Supplier 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.
- 21.5 The Supplier is liable for the loss of or damage to resources used by the Supplier in the performance of the Contract. The Supplier must compensate for any damage arising from this unless such loss or damage is the inevitable consequence of the performance of the Contract.
- 21.6 All resources will be returned to Gasunie at first request, and in any case at the same time as the completion of the Delivery to which the resources were related.
- 21.7 The Supplier guarantees the safe and reliable operation of all resources that it uses for the performance of the Contract and which originate from the Supplier or third parties. The Supplier will ensure that these resources comply with the most recent health, safety and hygiene regulations.
- 21.8 The Supplier 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 Supplier will arrange for the replacement of these resources as soon as possible at its own expense and risk.

Article 22 Control and inspections

- 22.1 Control and inspections, including inter alia supervision, tests and trials, are performed as agreed in the Contract and whenever they are required for carrying out the Delivery. The Supplier delivers reports, certificates and other supporting documents to Gasunie and lends the necessary assistance with staff, equipment and materials. The Supplier allows Gasunie and third parties appointed by Gasunie access to the worksite at all times.
- 22.2 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 Delivery or parts thereof which have already been accomplished. Gasunie has the right to instruct the Supplier to expose work already done or to dismantle parts of the work in order to make additional controls and inspections possible.
- 22.3 The Supplier 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 activities by the Supplier.

If control or inspection takes place at the initiative of the Supplier, then Gasunie must be informed in writing of the date and location by the Supplier at least 5 (five) working days prior to the proposed date.

- 22.4 The costs of controls and inspections provided for in the Contract, and which are necessary for the accomplishment of the Delivery, are borne by the Supplier. The costs of all other controls and inspections are borne by Gasunie, unless the results show that items, equipment or completed or partially completed work delivered by the Supplier are not in accordance with the Contract, in which cases the costs are borne by the Supplier.
- 22.5 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 Supplier its directly associated costs if and insofar as such delays or repetitions are attributable to the Supplier. The Supplier has a similar right if and insofar as such delays or repetitions are attributable to Gasunie.
- 22.6 In the event of a rejection, Gasunie will inform the Supplier thereof immediately, with a statement of reasons, followed by a written confirmation. In that case, the Supplier is obliged to repair or replace the rejected item within a period set, in writing, by Gasunie at the expense of the Supplier.
- 22.7 In urgent cases, Gasunie has the right to use the Delivery, even before controls or inspections take place following the installation and/or putting into operation of the delivered item by the Supplier. The Delivery is not deemed to have been approved or accepted by Gasunie by being brought into use.
- 22.8 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 activities or the Delivery due to non-conformity with the Contract, discharges the Supplier from any obligation or liability.
- 22.9 Gasunie may be assisted by third parties for the purpose of controls and inspections of the Delivery or parts thereof and also with regard to compliance with the Contract.

Article 23 Information

- 23.1 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.
- 23.2 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.
- 23.3 All changes that are necessary in the nature and/or scope of the Delivery as a result of changes in, or by virtue of, binding information provided by the Supplier are at the expense of the Supplier unless they are changes as defined in article 5 made on the initiative of Gasunie.
- 23.4 All other information does not bind Gasunie. Gasunie is not responsible for the correctness and completeness of any other information it makes available. The Supplier has a duty to verify this information. The costs associated with this are borne by the Supplier.

Article 24 Transfer of rights and obligations

- 24.1 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.

- 24.2 The Supplier is obliged, both in the event of early termination (“beëindiging”) and in other cases, at Gasunie’s first request, to transfer to Gasunie the rights and obligations under contracts with third parties designated by Gasunie, engaged by the Supplier 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 Supplier remains liable for the obligations under these contracts and guarantees that the part of the Delivery already accomplished will meet, and will continue to meet, the requirements set in the Contract.
- 24.3 The Supplier 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 Supplier and third parties engaged by the Supplier 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 Supplier, by making use of the bank guarantee issued by the Supplier if so desired.

Article 25 Audit

- 25.1 The Supplier 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 Delivery. Gasunie also has the right to conduct quality audits.
- 25.1 Gasunie, or an auditor to be appointed by Gasunie, has the right to verify the accounting records and documentation of the Supplier and of third parties engaged by the Supplier in the performance of the Contract (such as suppliers and service providers), insofar as these accounting records and documentation relate to the Delivery. For this purpose, at Gasunie’s first written request, the Supplier will 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 Supplier.
- 25.2 Gasunie will not verify the structure of agreed fixed all-in prices, fixed payments and rates.
- 25.3 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.
- 25.4 The Supplier will ensure and will agree with third parties engaged by the Supplier 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.
- 25.5 Neither the exercise of the right to verify nor the performance of any other control discharges the Supplier from any obligation under the Contract.
- 25.6 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.
- 25.7 The Supplier stipulates these rights and obligations on behalf of Gasunie in the contracts with the third parties it engages in the performance of the Contract.
- 25.8 If the Supplier has charged Gasunie too much or too little, Gasunie will inform the Supplier of the amount it has over/undercharged. If it has overcharged, then the Supplier will immediately repay the amount overcharged to Gasunie. If it has undercharged, then the Supplier 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 Delivery concerned during the period under investigation, the Supplier will reimburse the cost of the audit to Gasunie.

26 Confidentiality and Confidential Information

- 26.1 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.
- 26.2 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 has been provided.
- 26.3 '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.
- 26.4 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.
- 26.5 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 holds the providing Party harmless against damage in this respect.
- 26.6 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.
- 26.7 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.
- 26.8 If the receiving Party violates its duty of confidentiality, this Party is liable for any damage suffered by the Party providing the information.
- 26.9 The obligations under this article will continue after the end of the Contract.

Article 27 Intellectual property rights

- 27.1 The Supplier will ensure that the Delivery does not infringe patents, licences, registered drawings, copyright and other intellectual property rights of third parties and it holds Gasunie harmless against claims in these matters.
- 27.2 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 Supplier and/or its Staff. The Supplier holds Gasunie harmless against claims by third parties in these matters.

- 27.3 Insofar as the results of the performed Deliveries are established, wholly or partially, with the use of already existing, intellectual property rights not attributable to Gasunie, the Supplier grants Gasunie a non-exclusive and non-cancellable right of use of indefinite duration. In that case the Supplier guarantees that it is entitled to grant the aforementioned right of use.
- 27.4 At Gasunie's first request, the Supplier 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.
- 27.5 All objects pertaining to the property rights mentioned in paragraph 2 of this article are to be clearly marked by the Supplier as the property of Gasunie.
- 27.6 The Supplier hereby waives towards Gasunie any possible so-called moral rights to which it, the Supplier, may be entitled, as mentioned in the Dutch Copyright Act, to the extent that the applicable regulations permit such waiver. The Supplier, 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.
- 27.7 The obligations under this article will continue after the end of the Contract.

Article 28 Publicity

- 28.1 The Supplier 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.
- 28.2 The Supplier will require its Staff to observe the ban described in paragraph 1 of this article.
- 28.3 Gasunie will be authorised to publish, or to inform the press, press organisations or any other authority or institution that distributes information that the Supplier has concluded the Contract with Gasunie. Gasunie will inform the Supplier about the information that will be communicated. Gasunie will consider any possible suggestions made by the Supplier in these matters.

Article 29 Integrity, conflict of interest and use of Gasunie's resources

- 29.1 The Supplier 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.
- 29.2 If persons mentioned in paragraph 1 of this article have been or will be appointed as director, supervisory director or advisor in the Supplier's company or in companies in the same group as the Supplier's company, or if they have or obtain an interest in one of these companies, the Supplier 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.

- 29.3 The Supplier 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.
- 29.4 The Supplier will respect the facilities, systems, buildings, intellectual property rights and goods of Gasunie at all times and use them appropriately. The Supplier will also respect all rules and regulations applicable to the use of Gasunie's resources or to entry into Gasunie's buildings and premises.

30 Embargoes and Sanctions

- 30.1 The Supplier declares and guarantees that, prior to and during the period of the Contract:
- (a) The Supplier 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 Supplier and its affiliated companies will, in connection with the Delivery under the Contract, act at all times in accordance with the Sanctions applicable to it, them or to Gasunie and its group;
 - (c) The Supplier and its affiliated companies and persons are not the subject of or subject to Sanctions, and the shares or control in the Supplier and its affiliated companies are not held in whole or in part by persons who are the subject of or subject to Sanctions.
- 30.2 The Supplier will inform Gasunie immediately if all or part of one of these declarations and/or guarantees is no longer correct or applicable.
- 30.3 The Supplier and its affiliated companies will ensure that all obligations and guarantees under this article are imposed on any third party that the Supplier 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.
- 30.4 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 Supplier and/or its affiliated companies or persons.

Article 31 Environment

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

Article 32 Personal data

Insofar as, for the purpose of performance of the Contract, the Supplier can be regarded as a processor as defined by the General Data Protection Regulation (GDPR), the Supplier is obliged to conclude a "data processing agreement" with Gasunie. If both Parties have joint responsibility as defined by the GDPR they will conclude an "agreement of joint responsibility". Gasunie and the Supplier will, as required by the GDPR, conclude the applicable agreement prior to conclusion of the Contract. The "data processing agreement" and the "agreement of joint responsibility" will be concluded on the basis of the models developed by Gasunie for this purpose.

Article 33 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 34 Term and renewal of the Contract

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

Article 35 Applicable law and court

- 35.1 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 Groningen, unless the Parties agree to arbitration, binding third-party ruling or mediation. The Contract and further contracts arising from the Contract are exclusively governed by Dutch law.
The applicability of the United Nations Convention on Contracts for the International Sale of Goods 1980 (the Vienna Sales Convention) is excluded.