

General terms & conditions

General

In these Purchase Conditions these terms have the following definitions:

- **'Buyer'**: Noordgastransport BV.
- **'Supplier'**: A natural or legal person that has accepted our purchase order.
- **'Purchase Conditions'**: These Purchase Conditions of Noordgastransport.
- **'This Order'**: This Purchase Order, including the special conditions attached.
- **'Agreement'**: The arrangements made between the Buyer and Supplier laid down in writing with respect to the delivery of goods, services and/or work.

These Purchase Conditions apply to all requests and tenders and all orders given by the buyer and to all offers made by the supplier to the buyer, including any agreement under which the supplier will deliver a performance to the buyer. Any deviations from these terms and conditions will be valid only if they have been explicitly agreed, in writing, between the supplier and the buyer.

Prices

The price referred to in the Purchase Order is fixed. It is deemed to concern all costs incurred with the delivery of goods, services and/or work at the place indicated by the buyer, package included.

Time of delivery

The supplier must deliver the goods, services and/or work in the agreed form, quantity and quality on the agreed date and the agreed location. The time of delivery agreed between the buyer and the supplier must be considered as a deadline. If the supplier can reasonably foresee that it will not be able to meet its obligations to the buyer timely, he shall inform the buyer immediately of its inability, including the reasons why this is the case. The supplier's announcement does not discharge him from his obligations with respect to the deadline.

Force majeure

When force majeure has occurred, buyer and supplier will try to find an alternative agreement, with reasonable conditions for both buyer and supplier. The buyer may, without being held to pay damages and without prejudice to the other rights it has and without a default notice or court intervention being required, cancel or dissolve the entire agreement or part of it, if the supplier fails to meet or does not fully meet some obligations arising from the law or the agreement, or acts contrary to the agreement and/or the purchase conditions.

Shipment

Order number, date and item- / tag number must be mentioned clearly on the shipping list of the purchase order. On the date of shipment, the supplier will send a copy of the shipping notification to the address of the buyer. When the buyer does not receive a receipt from the agreed place of destination, the shipment will not be accepted, unless the supplier can show a shipping list, signed by an inspector of the buyer, at the place of destination. All goods of the purchase order must be marked clearly with the order number and the item- / tag number.

Delivery

These purchase conditions, referring to this order, will be interpreted according to the "Inco terms 1990" like most recently defined by the International Chamber of Commerce in Paris. Any deviation from these purchase conditions will always require permission in advance from the buyer. The property of or the rights to (enjoy) the goods, services and/or work will be transferred to the buyer after their arrival at the agreed location.

Guarantee

The supplier guarantees that all goods, services and/or work supplied are as agreed and comply with agreed specifications terms and conditions as laid down in this Purchase Order. Deviations from this Purchase Order will need the approval of the Buyer.

Inspection

The supplier will give access to the locations of the ordered goods in production, to inspect the goods, or the progress of the production of the goods, by the buyer. The buyer is fully authorized to have the inspection done by a third party. The supplier will not be relieved from its responsibilities concerning good quality by the approval of the goods, made by the buyer

Payment

The buyer will pay the supplier's invoice within thirty (30) days after its receipt, including receipts of every part of this order, like certificates, supplier statements, etc.

Violation of patents

The supplier gives the guarantee that the goods, services and/or work supplied by it do not in any way infringe the rights of third parties, including intellectual property rights such as copyrights, patents and trademarks. Therefore the supplier will indemnify the buyer from any third party claims in this respect.

Arbitration

The agreement and these purchase conditions are governed by Dutch law. All disputes arising from the agreement will be exclusively brought before the competent court of The Dutch Arbitration Institute. This procedure will take place in Den Haag, The Netherlands.

The Dutch version of these purchase conditions will prevail.