



General Purchasing Terms and Conditions Noordgastransport B.V. June 5, 2025

A. General

In these General Purchasing Terms and Conditions these terms have the following definitions:

- a. **'Agreement'**: The arrangements made between the Buyer and Supplier laid down in writing with respect to the delivery of goods, services and/or work, including the Purchasing Order and Purchasing Conditions, including all appendices.
- b. **'Buyer'**: Noordgastransport BV. and its affiliated enterprise(s), being the current and future legal entities and partnerships of Noordgastransport B.V.
- c. **'Purchasing Conditions'**: These Purchasing Terms and Conditions of Noordgastransport B.V.
- d. **'Purchasing Order'**: An order provided by Buyer, including appendices.
- e. **'Supplier'**: The legal entity and/or individual who is the counterparty of Buyer.

The Buyer and the Supplier shall hereinafter also be referred to individually as a Party or collectively as the Parties.

1. Applicability

- 1.1 These Purchasing Conditions apply to all requests, Purchasing Orders and tenders given by the Buyer and to all offers made by the Supplier to the Buyer, including any resulting Agreement for the purchasing of goods and/or services by the Supplier, unless expressly agreed otherwise in writing.
- 1.2 Any general terms and conditions of the Supplier shall not apply, even if they are referred to or declared applicable in any document at a later stage, and are hereby expressly rejected.
- 1.3 These Purchasing Conditions form part of the Agreement. Deviations from or additions to these Purchasing Conditions shall only be valid if expressly agreed in writing, specifically referencing the clause that was deviated from, by an authorized representative of the Buyer.

2. Prices and Payment

- 2.1 The Supplier shall perform the Agreement at the prices specified therein. All prices are fixed and include all costs such as packaging, transport, insurance, and delivery duties, unless otherwise agreed in writing. The Supplier will solely be responsible for the payment of any taxes, levies or tariffs in relation to the delivery of the goods and/or services.
- 2.2 Any price increases, regardless of their cause, shall be valid only upon prior written consent of the Buyer.
- 2.3 Payment shall be made within 30 days after receipt of a correct and complete invoice and acceptance of the goods and/or services, whichever occurs later.
- 2.4 Buyer is entitled to suspend payment in case of non-conformity, defect, or dispute, and may offset claims against the Supplier. Suspension or set-off shall not be deemed a waiver of any other rights under the Agreement or applicable law.
- 2.5 Any rights of suspension, retention, or set-off of payments by the Supplier are excluded.

3. Delivery, Passing of Risk and Packaging

- 3.1 Deliveries shall be made DDP (Delivered Duty Paid) in accordance with Incoterms 2020, unless otherwise agreed in writing.
- 3.2 Delivery dates agreed upon are firm deadlines. Failure to meet the delivery date constitutes a breach of contract.
- 3.3 Risk and ownership of goods shall pass to Buyer only upon formal acceptance in writing of delivery at the designated delivery location.
- 3.4 The Supplier shall notify Buyer immediately in writing of any expected delay and provide a revised delivery timeline, subject to Buyer's approval.

- 3.5 Goods shall be properly packaged, secured, and labelled in accordance with applicable laws and industry standards to ensure safe transport and handling. If requested by Buyer, the Supplier is responsible for returning or removing or arranging the removal of the packaging materials, at the Supplier's expense.
- 3.6 Each shipment shall be accompanied by complete and accurate shipping documentation, including delivery notes, packing lists, and invoices referencing the Buyer's order number.

4. Inspection and Acceptance

- 4.1 Buyer reserves the right to inspect and test goods and/or services as performed as agreed at any time, either by itself or through a third party, prior to, during, and after delivery. The Supplier delivers reports, certificates and other supporting documents to Buyer and provides the necessary assistance with staff, equipment and materials. The Supplier allows Buyer and third parties appointed by Buyer access to the worksite at all times.
- 4.2 The Supplier shall, at all times, grant Buyer and any third parties designated by Buyer full access and cooperation as reasonably required for the execution of their responsibilities, including the verification of compliance with the Agreement and all applicable legal and regulatory obligations, in connection with the Supplier's activities under the Agreement. In the event that any inspection is initiated by the Supplier, the Supplier shall notify Buyer in writing of the intended date and location no later than five (5) business days in advance.
- 4.3 The Supplier shall bear all costs associated with inspections and tests stipulated in the Agreement that are necessary for the completion of the delivery. Any other inspection or control costs shall be borne by Buyer, unless such inspections reveal that the goods, equipment, or completed (or partially completed) work delivered by the Supplier do not comply with the Agreement. In such cases, the Supplier shall bear all related costs. Acceptance of goods and/or services does not waive Buyer's right to claim for non-conformity, defects, or hidden deficiencies.
- 4.4 Neither any failure on the part of Buyer to control or inspect, nor the absence of Buyer when inspections or tests are being held, nor the failure of Buyer to reject any part of the activities or the delivery due to non-conformity with the Agreement, discharges the Supplier from any obligation or liability.

5. Warranty

- 5.1 The Supplier warrants that all goods, services and/or work supplied are as agreed, comply with agreed specifications and are free from defects in design, material, and workmanship, and are suitable for their intended purpose. This includes any software or IT systems provided under the Agreement, ensuring functionality, performance, and security as agreed upon.
- 5.2 The warranty period shall be twenty-four (24) months, unless the nature of the goods or services delivered justifies a longer period. This warranty period commences on the date of delivery, the date of acceptance, or – if it can be demonstrated that the goods are not put into use immediately – the date of commissioning, whichever occurs last. In all cases, the warranty period shall commence no later than twelve (12) months after delivery. During the warranty period, the Supplier warrants that the goods and/or services supplied are free from defects and fully conform to the agreed specifications. Any defects or non-conformities shall be remedied or corrected by the Supplier, at its own cost and with the shortest possible notice.
- 5.3 In case of any warranty breach, Buyer shall be entitled to full remedy at Supplier's expense, including repair, replacement, or reimbursement.
- 5.4 Buyer shall have the right to reject any goods that are:
 - a. not delivered at the agreed time;
 - b. not delivered in the agreed volumes and/or quantities;
 - c. delivered in inadequate or damaged packaging; or
 - d. delivered with one or more defects.
- 5.5 The return of such Goods shall be at the Supplier's risk and expense, without prejudice to Buyer's right to claim compensation for damages and costs incurred as a result of the Supplier's failure to fulfill its obligations.

6. Liability and Indemnity

- 6.1 The Supplier shall be fully liable for any direct or indirect damage caused by defects, delays, or other breaches of contract. This includes damage and costs suffered and to be suffered by Buyer, including but not limited to, damages to the Buyer's infrastructure, loss of production, and environmental liabilities, damages to third parties resulting from an attributable failure, defects in the delivery, or wrongful acts or omissions on the part of the Supplier or its staff, damages to the Buyer's infrastructure, loss of production, and environmental liabilities.
- 6.2 The Supplier shall indemnify and hold Buyer harmless from any third-party claims, including but not limited to intellectual property infringements, product liability, or violations of law.
- 6.3 The Supplier shall be fully responsible for the timely and accurate payment of all taxes, levies, and charges due in connection with the performance of the Agreement. The Supplier shall indemnify and hold Buyer harmless from and against any claims, liabilities, or costs related to tax obligations, levies, contributions, or third-party claims, including those from governmental authorities.
- 6.4 Buyer's liability shall be limited to the value of the Purchasing Order, except in case of gross negligence or willful misconduct. In no event shall the Buyer be liable for indirect, incidental, consequential, or punitive damages.

7. Force Majeure

- 7.1 Neither Party shall be liable for failure to perform due to events beyond their reasonable control, provided the affected Party notifies the other Party in writing without undue delay.
- 7.2 The Supplier shall not invoke force majeure for failures caused by the Supplier's failure to implement appropriate security measures, backups, or disaster recovery plans.
- 7.3 Buyer shall not be liable for any damages or costs resulting from the suspension or termination due to a force majeure event.

8. Insurance

- 8.1 Both parties shall maintain adequate insurance coverage for general and professional liabilities, as well as for their respective personnel, during the term of the Agreement, for at the least such amounts and on such terms as are standard in their respective industries and with insurers of good standing.

9. Term and Termination

- 9.1 Unless specifically agreed otherwise, an Agreement shall come into effect on the date of (the signatures on) the Agreement respectively the Purchasing Order and shall remain in full force and effect until all goods are delivered, or the services are completed and paid for in full, or in accordance with the subsection below.
- 9.2 Buyer is entitled to terminate (Dutch: ontbinden) the Agreement with immediate effect, without prejudice to other rights and remedies, in the event of:
 - a. Non-performance or breach by the Supplier;
 - b. Insolvency, suspension of payment, or bankruptcy of the Supplier;
 - c. Force majeure exceeding fourteen (14) days;
 - d. Critical software or IT services, delivered by the Supplier or used by the Supplier in relation to its products or services, which are present at the Buyer and become non-functional for a period exceeding fourteen (14) days, or in case of repeated breaches of any agreed Service Level Agreements, caused by the Supplier's failure to perform. Service Level Agreements (SLAs).
- 9.3 Buyer reserves the right to terminate (Dutch: opzeggen) the Agreement at any time by providing fourteen (14) days' written notice. Buyer shall compensate the Supplier for services satisfactorily rendered up to the effective date of termination.
- 9.4 Upon termination, all goods and payments received by Supplier shall be returned immediately. Data received by Supplier, including any copies thereof, must be returned or, at Buyer's request, be destroyed.

9.5 In the event that reasonable doubt arises, for example, as determined by a rating agency, regarding the solvency and/or creditworthiness of the Supplier, the Supplier shall be obliged to cooperate in implementing adequate measures to provide security to the Buyer, including but not limited to one or more of the following:

- a. the provision of an unconditional and irrevocable bank guarantee of indefinite duration for an amount to be determined by Buyer, issued by a reputable financial institution established in the Netherlands, supervised by De Nederlandsche Bank, and holding a rating of 'A' or higher from a recognized rating agency;
- b. the provision of an unconditional suretyship of indefinite duration for an amount to be determined by Buyer, issued by a reputable financial institution established in the Netherlands, supervised by De Nederlandsche Bank, and holding a rating of 'A' or higher from a recognized rating agency;
- c. the provision of a letter of indemnity or guarantee issued by the parent company of the Supplier, provided that such parent company is, in the opinion of Buyer, sufficiently creditworthy;
- d. the deposit of a security amount, to be determined by Buyer, into a bank account designated by Buyer.

All costs for implementing the above security measures shall be for the account of the Supplier. No interest shall accrue on any amounts deposited with Buyer.

10. Health, Safety, Environment and Quality (HSEQ)

- 10.1 The Supplier shall comply with all applicable health, safety, environmental, and quality (HSEQ) regulations and standards, including those specifically prescribed by the Buyer and/or applicable to the gas sector.
- 10.2 Personnel of the Supplier accessing Buyer's facilities shall adhere to all safety protocols, undergo required training, and use appropriate personal protective equipment (PPE). All personnel must hold valid VCA (SCC) or equivalent certification if required by Buyer or local regulations.
- 10.3 In the event of an incident or near-miss, Supplier shall immediately notify Buyer and cooperate in any investigation.
- 10.4 The Supplier shall maintain and provide, upon request, all required permits, certifications, and evidence of compliance with environmental and safety standards. This also includes documented evidence that the personnel deployed by the Supplier possess adequate training and the required, up-to-date certifications in accordance with applicable (legal and industry-specific) requirements. The Buyer shall have the right, at any time, to request and verify these documents in order to ensure that the deployed personnel are sufficiently qualified to perform the required tasks.
- 10.5 If the nature of the work or the location requires it, the Buyer may also require that the deployed personnel hold a valid Certificate of Conduct (Dutch: Verklaring Omtrent het Gedrag, VOG), which must be submitted upon first request.

11. Technical Standards and Industry Compliance

- 11.1 The Supplier warrants that all goods and services comply with applicable laws, technical standards, and good industry practices, including but not limited to ATEX, PED, ISO, relevant EU directives (including EU Directive 2022/2555 ('NIS2') and the implementation thereof in Dutch law), mandatory conformity assessments and CE marking where applicable.
- 11.2 All equipment, tools, and components must be certified and suitable for use in gas environments (e.g., explosion-proof where required).

12. Audits and Site Access

- 12.1 Buyer reserves the right to conduct audits of Supplier's facilities, processes, or subcontractors relevant to the supply of goods or services to ensure compliance with these Purchasing Conditions and applicable legislation and gas-sector standards.
- 12.2 The Supplier shall grant reasonable access to Buyer representatives or appointed third parties for such audits.

13. Subcontracting, Chain Liability and Prevention of Sham Structures

- 13.1 The Supplier may not subcontract any part of the Agreement without the prior written consent of the Buyer. The Supplier remains solely liable for the timely and proper performance of the Agreement by these third parties and also for the payments owed to these third parties by the Supplier.
- 13.2 To the extent that the hirer's liability and/or chain liability pursuant to Articles 34 and 35 of the Dutch Collection of State Taxes Act 1990 (Invorderingswet 1990) may apply to the Agreement, the Supplier shall fully comply with all obligations arising from this legislation.
- 13.3 The Supplier shall cooperate with:
 - a. implementing appropriate safeguards to ensure the full and timely payment of all salaries and emoluments to all the involved Personnel, including Personnel of any subcontractors;
 - b. implementing appropriate safeguards to ensure the full and timely payment of all taxes and social security contributions related to the work performed under the Agreement; and
 - c. indemnifying Buyer against any liability for unpaid wage tax, VAT, and/or social security contributions arising from the Supplier's activities, by means of a blocked account (G-account) held with a recognized banking institution.
- 13.4 Upon the Buyer's first written request, Supplier shall within fifteen (15) days of receipt, provide a written statement from a Dutch auditor RA ('registeraccountant') that: all salaries and emoluments as well as all VAT, wage tax, national insurance contributions, and employee insurance premiums have been duly and fully paid in relation to all Personnel (including Personnel of any subcontractors) engaged by the Supplier for the performance of the Agreement.
- 13.5 Supplier's Personnel, including Personnel of any subcontractors, must always be able to present valid identification. Non-EU/EEA/Swiss Personnel must hold a valid work permit and present it to Buyer upon request. The Supplier shall indemnify Buyer against any fines arising from violations of applicable labor or immigration laws or allow Buyer to pass such fines on to the Supplier.
- 13.6 In the event of approved subcontracting, the Supplier remains fully responsible and liable for the performance and compliance of its subcontractors.
- 13.7 The contracts concluded between the Supplier and the third parties engaged by it cannot be binding upon Buyer, regardless of whether Buyer gave its permission for such contracts to be concluded. Buyer 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 Buyer reserves the right to audit, or to have audited by a third party, the Supplier's compliance with the obligations under this Agreement, including but not limited to tax and social security compliance, G-account usage, and work permit verification. The Supplier shall provide full cooperation and grant access to relevant records, personnel, and locations upon reasonable notice.
- 13.9 If any audit reveals non-compliance by the Supplier, the Supplier shall promptly take all necessary corrective actions at its own cost and risk, and shall compensate Buyer for any damages, penalties, or costs incurred as a result of such non-compliance.
- 13.10 In the event of serious or repeated non-compliance with the obligations under this clause, Buyer shall be entitled to suspend performance of the Agreement in whole or in part, or to terminate the Agreement with immediate effect, without prejudice to any other rights or remedies available to Buyer under the Agreement or applicable law.
- 13.11 The Supplier shall ensure that all invoices submitted to Buyer in connection with the Agreement comply with all applicable statutory requirements, including but not limited to the Dutch Turnover Tax Act (in Dutch: "Wet op de Omzetbelasting"), and contain the following minimum information:
 - a. the name, address, and VAT number of the Supplier;
 - b. the name and address of Buyer;
 - c. a clear and itemized description of the goods and/or services delivered;
 - d. the date(s) of performance of the services or delivery of goods;
 - e. the contract or order number as provided by Buyer;
 - f. the amount charged, exclusive and inclusive of VAT, and the VAT rate applied;
 - g. where applicable, a clear reference to the use of a G-account, including the amount transferred to that account.

- 13.12 The Supplier shall maintain a copy of the identification document for all employees with non-Dutch nationality, excluding nationals of the EEA/EU and Switzerland, in its records. This shall be made available to Buyer upon request to ensure compliance with immigration and labor regulations.
- 13.13 Buyer reserves the right to suspend payment of any invoice that does not meet the requirements set out above or that raises reasonable doubt as to the Supplier's compliance with its obligations under the Agreement and relevant tax and social security legislation.
- 13.14 The Supplier shall bear full responsibility for any delay in payment caused by non-compliance with these invoicing requirements and shall indemnify Buyer against any resulting claims, penalties, or liabilities imposed by tax or regulatory authorities.
- 13.15 The Supplier shall take all necessary measures to prevent the use of any sham structures or arrangements that seek to circumvent or evade tax, social security, or labor law obligations. This includes, but is not limited to, ensuring that its subcontractors and personnel are engaged in legitimate business relationships and that no misrepresentation of the employment status or contractual relationships occurs.
- 13.16 The Supplier shall ensure that any subcontractors engaged in the execution of the Agreement are not involved in any activities that could be construed as a sham structure. The Supplier shall require its subcontractors to comply with all applicable laws and regulations, and to maintain appropriate documentation to demonstrate compliance.
- 13.17 In the event that Buyer reasonably suspects that a sham structure or arrangement exists, the Supplier shall immediately provide all requested documentation, including but not limited to contracts, payment records, and any other relevant evidence, to demonstrate the legitimacy of the relationships within its supply chain.
- 13.18 If it is determined that the Supplier has engaged in, or facilitated, a sham structure, Buyer shall have the right to terminate the Agreement immediately without prejudice to any other rights or remedies available under the Agreement or applicable law. The Supplier shall also indemnify Buyer against any damages, penalties, or liabilities incurred as a result of the Supplier's actions.

14. Intellectual Property Rights

- 14.1 All intellectual property rights arising from or in connection with the order shall vest in the Buyer unless explicitly agreed otherwise. At Buyer's first request, the Supplier lends its assistance to the formalities necessary to establish and/or confirm these property rights, without being able to attach conditions to them. Any costs associated with establishing or confirming the aforementioned property rights are borne by Buyer.
- 14.2 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 Buyer, the Supplier grants Buyer 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.
- 14.3 The Supplier warrants that the goods and services do not infringe patents, licenses, registered drawings, copyright and other intellectual property rights of third parties and shall fully indemnify Buyer against claims in these matters. This obligation shall survive termination or completion of the Agreement for a period of five (5) years, unless otherwise agreed in writing.

15. Confidentiality and Data Protection

- 15.1 The Supplier shall treat all business, technical, and commercial information, including but not limited to, technical drawings, specifications, diagrams, and other business-related data ("Confidential Information"), provided by Buyer in connection with the performance of the Agreement, as strictly confidential. The Supplier shall not disclose, distribute, make available, or permit inspection of such Confidential Information to any third party, nor shall they make it accessible in any manner, except when necessary for the performance of the Agreement and only after obtaining Buyer's prior written consent.
- 15.2 The Supplier shall comply with all applicable laws and regulations concerning the protection of personal data, including, but not limited to, the General Data Protection Regulation ("GDPR"; in Dutch and hereinafter referred to as: "AVG"). If the Supplier acts as a data processor within the meaning of

the AVG, the Parties shall enter into a separate data processing agreement. The Supplier guarantees that it has entered into data processing agreements with any third parties or sub-processors engaged by the Supplier, who process personal data on its behalf.

15.3 This obligation shall survive termination or completion of the Agreement for a period of five (5) years, unless otherwise agreed in writing.

15.4 If a separate Non-Disclosure Agreement ("NDA") has been entered into between the Parties, the provisions of that NDA shall prevail over the provisions of this Article 15 in the event of any conflict. In all other cases, the provisions of this Article shall remain fully applicable.

16. General

16.1 If any provision of these Purchasing Conditions or an Agreement is or becomes invalid, the remaining provisions shall remain in full force and effect. The Parties shall replace the invalid provision(s) with a provision that most closely reflects the original intent and is legally valid.

16.2 In the event of any conflict between the provisions of these Purchasing Conditions, a Purchasing Order, an Agreement, or the Incoterms, the following order of precedence shall apply, with the earlier-listed document taking precedence over the later:

1. If applicable: a separately concluded (mutual) Non-Disclosure Agreement (NDA)
2. Purchasing Order
3. Agreement
4. Purchasing Conditions
5. Annexes to items 1, 2, or 3
6. Incoterms

16.3 The Supplier may only transfer any obligation under an Agreement to a third party with the prior written consent of the Buyer. Such consent may be made subject to reasonable conditions. Buyer shall be free to assign any of its rights and obligations under this Agreement to a third party without the prior consent of the Supplier.

16.4 These Purchasing Conditions and all agreements arising hereunder shall be governed by and construed in accordance with the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

16.5 Any disputes shall preferably be settled by arbitration in The Hague, the Netherlands, in mutual consultation between the parties, in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI). If the parties do not reach an agreement on arbitration within thirty (30) days after the dispute has arisen, the dispute shall be submitted exclusively to the competent civil court in the district of The Hague, the Netherlands.

16.6 The Dutch version of these Purchasing Conditions shall prevail in the event of any discrepancy between translations.