



Article 1 General, Order and scope of supply

1.1 These General Conditions for the Supply of Goods and Services (*Conditions*) shall be applicable and binding to all offers, orders and agreements (*Orders*) for the supply of goods and/or performance of services by Delta Engineering B.V. (*Seller*). No variation to these Conditions shall be binding upon Seller, unless agreed in writing and signed by Seller's authorised representative. Any other terms and conditions are explicitly rejected.

1.2 Offers made by Seller are non-binding and always subject to reconfirmation by Seller. No Order shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative. The goods shall be made and delivered according to the scope of supply (subject to any exclusions) and technical specifications contained in Seller's offer and confirmed in the Order.

Article 2 Prices and Taxes

2.1 The price of the Supplies shall be the price stated in the Order as accepted by the Seller or in the absence of such Order or acceptance, Seller's offer. The price is exclusive of any applicable value added tax, goods and services tax, sales tax, other excise taxes and/or other similar taxes assessed or levies by a government against Seller on the supply of the goods and/or performance of the services.

2.2 Seller reserves the right to change prices correspondingly if after the Order date if considerable cost increases occur, not influenced by Seller, especially due to collective wage agreements or changes to material prices or raw materials.

Article 3 Payment terms

3.1 Payment shall be made according to the payment schedule stated in the Order as accepted by the Seller. The purchase price shall be paid to the bank account of Seller in accordance with the payment terms stated on the invoice.

3.2 If Purchase fails to pay any amount when due, then, without prejudice to any other right Seller may have: i) a default interest of 1,0% per month on the amount outstanding shall become due, and ii) all costs incurred by Purchaser in the collection of the amount or amounts due, shall be for account of Purchaser.

Article 4 Delivery terms

4.1 Unless agreed otherwise by Seller in writing, delivery shall be made EXW (Incoterms 2020) Seller's works, with the risk being transferred accordingly. Any shipment schedules or delivery dates are approximate only.

4.2 Retention of Title and Repossession - The goods delivered shall remain the property of the Supplier until the Buyer has fulfilled all obligations arising from the Agreement, including full payment of all amounts due. In the event of payment default or any other failure to perform, the Supplier shall be entitled to repossess the delivered goods.

All costs associated with such repossession, including transport and administrative costs, shall be borne by the Buyer.

Article 5 Warranty

5.1 Seller warrants that i) goods of Seller's own manufacture shall be free from defects in design, workmanship and material, new and unused, unless otherwise specified in the Order, ii) strictly conform to the scope of supply and technical specifications referred to in the Order, subject to proper use, care and maintenance thereof and iii) that services provided by Seller shall be performed in workmanlike manner and in accordance with good industry practise.

5.2 Under the foregoing warranty Seller shall, at its option, i) replace or repair the defective goods at the delivery point agreed in the Order, or ii) in case of services, perform rework within a reasonable period of time (subject to delivery times of third party suppliers), or iii) refund Purchaser the price for the defective goods or services, provided defects are notified to Seller promptly upon discovery and no later than the earlier of 12 months from commissioning or 18 months from delivery. Goods, parts or components sourced by Seller from a third party (not being a Seller group company) shall carry only the warranty extended by the reimbursement obligation to Purchaser. Seller shall not be liable for any cost of access, removal, (re)installation, testing, transport or other work incidental to such repair or replacement, unless such costs have been part of Seller's original scope of the Order. Additionally Purchaser and its Client shall at all times provide such services, materials, equipment and personnel as would normally be provided by Purchaser and Client to Contractor without costs.

5.3 The foregoing warranty provisions shall be in lieu of any other terms, warranties or conditions, that may be applicable, whether express or implied, by statute or otherwise, including but not limited to those of satisfactory quality, merchantability or fitness for purpose.

Article 6 Liability and Indemnification

6.1 Seller shall indemnify, defend and hold harmless Purchaser, its group companies and affiliates, joint interest owner or owners, clients and their group companies and affiliates, and the directors, officers, agents and employees of all of them (each individually and all of them collectively defined as 'Purchaser Group') from and against all claims, losses, liabilities, demands, damages, reasonable costs (including legal fees), expenses and liabilities and causes of action (collectively 'Claims') arising from or relating to the performance of the Order in respect of: (i) any loss of or damage to the property of Seller, its group companies and affiliates, its subcontractors and suppliers and their group companies and affiliates, and the directors, officers, agents and employees of all of them (each individually and all of them collectively defined as 'Seller Group'), whether owned, leased or operated by or on behalf of Seller Group; (ii) any bodily injury including death or disease to any person employed or hired by Seller Group; (iii) any soil, surface water or groundwater pollution or contamination, originating or emanating above the surface from the property or equipment owned, leased or operated by or on behalf of Seller Group (including without limitation all response, removal, remedial, investigative and clean-up costs).

6.2 Purchaser shall indemnify, defend and hold harmless Seller Group, from and against all Claims arising from or relating to the performance of the Order in respect of: (i) any loss of or damage to the property of Purchaser Group whether owned, leased or operated by or on behalf of Purchaser Group; (ii) any bodily injury including death or disease to any person employed or hired by Purchaser Group; (iii) subject to 6.1(iii) above, any soil, surface water or groundwater pollution or contamination including but not limited to, that or other damage which may result from fire, blow-out, cratering, damage to well, reservoir or hole, seepage or any other uncontrolled flow or oil, gas, water or other substance (including without limitation all response, removal, remedial, investigative and clean-up costs).

6.3 Notwithstanding anything to the contrary, neither party shall liable to the other for all of the following Claims for damages arising from or relating to the performance of the Order. (i) any loss of production, ii) any loss of profits or revenues, iii) any loss of prospective economic advantage or benefits, (iv) loss of business opportunity, (v) any loss of use, (vi) any loss resulting from business interruption downtime or standstill, (vii) any loss of goodwill or reputation, (viii) any contractual liquidated damages or penalties (other than those agreed in an Order), (ix) any exemplary or punitive damages, (in all cases (i) to (ix), whether such loss or damage are direct, indirect, special or consequential), or (x) any indirect, special or consequential loss or damage of whatsoever nature, even if such loss or damage was reasonably foreseeable or might reasonably have been contemplated.

6.4 Except as provided in Article 6.1 and 6.3 above, the Seller's total liability for any performance or non-performance by the Seller of any of its obligations under the Order shall under the circumstances be limited in the aggregate to an amount equal to one hundred percent (100%) of the total Order price paid to the Seller and Purchaser shall accordingly indemnify, defend and hold harmless the Seller for any liability in excess of aforesaid amount.

6.5 The provisions in Article 6 will apply irrespective of cause and notwithstanding the negligence, breach of contract, breach of statutory duty, breach of duty of care, strict liability of the indemnified party or any other entity or party and will apply irrespective of any claim in tort, under contract or otherwise at law. Neither party excludes its liability for gross negligence, wilful misconduct, fraud, injury or any other liability to the extent the same may not be excluded as a matter of law.

Article 7 Insurance

Seller shall throughout the execution of the Order maintain the following insurance: (i) Employers Liability and/or (in applicable jurisdictions where the Order shall be performed) Worker's Compensation insurance covering personal injury to or death of the employees of Seller engaged in the performance of the Order to the minimum value required by any applicable legislation, up to a minimum level of EUR 1,000,000 per occurrence; (ii) General Third Party liability insurance up to a minimum level of EUR 2,000,000 per occurrence or claim (as the case may be) and annual aggregate; The insurance requirements in this Article shall not alter, reduce or increase the liability of Seller under the Order. Upon request Seller shall provide a certificate of insurance as evidence.

Article 8 Confidentiality and Intellectual Property

8.1 Each party recognizes and acknowledges that all disclosures, documents, drawings, specifications, patterns, intellectual property rights and other technical information (collectively, 'Confidential Information') furnished to one party by the other shall remain the sole property of the discloser or its licensors and is submitted in confidence upon the understanding and agreement that (a) all Confidential Information shall promptly be returned to the discloser upon request, (b) recipient shall not use the Confidential Information, in whole or in part, for any purpose other than the performance of this Contract, and (c) recipient shall not disclose or furnish the Confidential Information, in whole or in part, to any third party, unless it (i) enters the public domain without breach hereof by the recipient, (ii) is used or disclosed with the prior written approval of the owner, or (iii) is obligated to be produced under order of a court of competent jurisdiction (iv) is developed by recipient independently of any Confidential Information.

8.2 All intellectual property rights, including without limitation copyright, designs, trade or service marks, know-how and trade secrets, moral rights or other similar rights in any country (all whether or not registered) ('Intellectual Property Rights') used in or generated from or arising as a result of Seller's execution of the Order is the ownership of Seller. Purchaser is granted an irrevocable, non-exclusive, perpetual, worldwide, royalty free license with the right to grant sub-licenses, to use the Intellectual Property Rights to an extent embodied, embedded or subsisting in the goods or documentation to be supplied by the Seller to the Purchaser for use, import, export, operation, maintenance and repair thereof.

8.3 Where the goods or documentation delivered by the Seller are held to constitute infringement and their use is wholly or partially prevented, Seller will promptly at its own expense either procure the right to use the same or replace them with non-infringing equipment, designs, processes, methods, information, work or products of at least equivalent functionality. Neither party will settle or compromise any infringement claim, action or proceeding without the consent of the other party. The Seller shall, however, have no liability for any claims for infringement of intellectual property rights where such claim (i) arises out the specific use by Purchaser Group of the goods or in combination with equipment or facilities not supplied by the Seller, provided always that the goods would not be infringing on stand alone basis: (ii) is toward intellectual property rights not registered in official patent records in the EU at the date of the Order: or (iii) arises as a result of specifications or designs