

## GENERAL PURCHASE CONDITIONS OF YIG B.V.

**VERSION: JULY 2024**

### 1. Definitions

In these general purchase conditions (“**General Purchase Conditions**”), the terms indicated with a capital letter hereafter have the following meaning:

**Acceptance:** the written document in which YIG signs for the delivery of the Work.

**Employees:** all employees of the Supplier and all (other) persons who are or shall be employed by, or performs or will perform work for, the Supplier or a Subcontractor.

**Order:** the agreement (entered) between YIG and the Supplier regarding the sale and/or delivery of Products, Services and/or the execution of (other) Works.

**Products:** all material objects, materials, base materials, consumables and other items supplied by the Supplier, including all items that are processed in the realisation of Products, including but not limited to software, designs, (digital) drawings, calculation, moulds, models, instructions, manuals and comparable Products.

**Subcontractor:** any third party who are engaged by the Supplier to deliver Services, Products and/or perform (other) Works by virtue of an Order.

**Supplier:** any party to whom YIG sends a request for an offer/proposal, and/or who submits an offer or proposal to YIG, and/or with whom YIG concludes an Order.

**Services:** each provision of services by or on behalf of the Supplier, now and in the future, intended for YIG, including but not restricted to services provided during engineering, construction, installation, commissioning, repairs, refits and/or the contracting of work.

**Work:** All Products, Services and (other) work delivered or to be delivered by the Supplier or Subcontractor in relation to the Order.

**YIG:** the private company with limited liability YIG B.V., also trading under the name Yacht Interior Group, registered at the chamber of commerce number 92760600, and its affiliated companies.

### 2. Applicability

2.1 These Purchase Conditions apply to all requests and Orders for the provision of Products, Services and/or the execution of (other) Works by the Supplier to or for YIG as well as to all Orders entered by YIG.

2.2 An Order entered by YIG with the Supplier is never subject to the general conditions of the Supplier. The applicability of such conditions is hereby explicitly excluded.

2.3 Deviations from or alterations of these General Purchase Conditions or of any Order and agreement to which those provisions apply, shall only be valid if explicitly agreed in writing by YIG.

2.4 In the event that any provision of these General Purchase Conditions is found to be contradictory to any provision of the Order to which these General Purchase Conditions apply, the provision of the Order shall prevail.

2.5 If any provision of these General Purchase Conditions or of any Order is or becomes invalid, it shall not affect the validity of the other provisions of these General Purchase Conditions and/or the Order. In such case, the invalid provision shall be replaced by a valid provision, which shall correspond to the greatest possible extent to the effects to be achieved by the invalid provision.

2.6 Each offer from YIG to enter an Order is made without obligations and may be revoked by YIG.

2.7 Orders are formed exclusively subject to acceptance by YIG. Such an acceptance is expected to correctly represent the contents of the Order. YIG is entitled to partially accept proposals or offers from the Supplier.

2.8 All offers and all proposals issued by the Supplier shall, unless agreed otherwise, be valid for a period of 90 days, during which period they shall be considered irrevocable.

### 3. Alterations

3.1 Should YIG request specific alterations to be implemented in relation to the Work, the Supplier will be obliged to comply with that request.

3.2 Should, in the opinion of the Supplier, such alterations have consequences for the contract price and/or delivery date and/or any other aspect of the Order, the Supplier will as soon as possible, yet no later than within five (5) days after notice of the request to make the alteration(s) in question, inform YIG accordingly in writing. Should the Supplier fail to do so, the original contract price, delivery date and all other aspects of the Order remain unchanged.

3.3 If YIG and the Supplier reach agreement on the adjustment of the price, delivery time, the adjustment to the scope and/or the qualities of the Works to be delivered to YIG this shall be laid down in writing, after which a situation of agreed additional and/or reduced Work will exist.

3.4 YIG is entitled to partially withdraw the Work. Should this in the opinion of YIG have consequences for the contract price and/or the delivery date and/or any other aspect of the Order, the Order will be amended accordingly by YIG. The Supplier will at any rate not be entitled to any compensation (for damage), financial compensation or otherwise.

3.5 Notwithstanding any provision of these General Purchase Conditions to the contrary, the Supplier accepts that the circumstances surrounding Works on a yacht may necessitate delay(s) and/or alterations. The Supplier acknowledges that such flexibility in the execution of the Work forms a part of his obligations under the Order, and the Supplier also acknowledges that he is not entitled to any increase of the contract price, adjustment of the delivery date and/or amendment of any other provision of the Order on account of such an adjustment of the planning. The Supplier will furthermore be obliged to compensate for such delays during the execution of the Work by taking all appropriate measures necessary, including but not restricted to working in overtime, working in night and/or weekend shifts and/or working during holidays, all at his own expense.

#### **4. Quality**

4.1 YIG operates in the (super)yacht industry, where yachts are being built to the highest quality. YIG therefore requires all Work provided and/or executed by the Supplier and his Subcontractors to be of the same high quality. The Products, Services and other Work related to the Order will therefore also need to be of the highest quality.

4.2 To guarantee and maintain the highest quality, the Supplier will at the first request of YIG provide YIG with information about the Supplier, his Subcontractors and/or the subcontractors and suppliers of the Subcontractor(s).

4.3 The Supplier shall be expected to have a full understanding and full knowledge of the nature of the Products and Services to be delivered, as well as of the scope of all Work related to the execution of the Order, as well as of all thereto applicable conditions, laws and regulations. The Supplier shall furthermore be expected to be familiar with all relevant regulations and recommendations made by classification societies, national and (insofar as applicable) international and foreign authorities and with the prevailing standards and business practices in the Western European (super)yacht building industry.

4.4 The Supplier will at his own risk and expense see to it that he obtains all required permits and/or licenses, that he obtains all new future permits and/or licenses in a timely manner and that all conditions contained therein are complied with.

#### **5. Inspection**

5.1 YIG is at all times entitled to inspect the Work and or to have it inspected on behalf of YIG, regardless of where it is executed.

5.2 At the first request of YIG, the Supplier will always be obliged to grant YIG access to the locations where the Work is executed, whether at the Supplier, his Subcontractor(s) and/or all other locations where Work is executed related to the Order. The Supplier will render full cooperation in such inspections, which YIG may conduct or may have conducted without charge and will see to it that his Subcontractors do the same.

5.3 Should any action on the part of the Supplier prevent an inspection from being conducted as described in this article 5, or should an inspection have to be repeated, all costs incurred by YIG will be at the expense of the Supplier.

5.4 The Supplier is obliged to resolve all shortcomings found during an inspection, conducted by YIG in relation to the Order, at its own expense.

5.5 Should YIG as a result of an inspection reasonably doubt the ability of the Supplier, and/or its Subcontractors, to comply with his obligations in a timely and/or proper manner, the Supplier will be obliged, even if he states that he is prepared to as yet comply with those obligations, to immediately provide adequate security in such form as required by YIG, and if necessary to increase the amount of that security as to cover all damage possibly incurred by YIG. The Supplier will be obliged to do so up to the value of the Work in question.

#### **6. Delivery, packaging and storage**

6.1 The delivery of the Work must take place at the agreed location, on the agreed transfer/delivery date and within the agreed term. If no location and/or date and/or term have been agreed, then transfer/delivery shall take place at a location, on a date and within a term determined by YIG following consultation with the Supplier. All delivery dates and terms agreed in the Order shall each time be considered to be fixed and final. The Supplier will be in default without prior notice being required in the event of a delay.

6.2 The transfer/delivery of Products shall take place on a "delivery duty paid" basis in accordance with the version of the Incoterms that is applicable at the moment the Order is formed and at a location agreed on or designated by YIG.

6.3 The Supplier shall only be authorized to partially deliver Products and/or perform Work in stages if so, agreed with YIG and if this does not raise the costs/price for YIG. YIG shall be entitled to return partial deliveries that have not been agreed to the Supplier at such Supplier's risk and expense, without this leading to any alteration of the agreed obligations of the Supplier and therefore without the Supplier being entitled to demand alteration of transfer/delivery dates, terms, payment of the agreed instalments or making demands of any other kind.

6.4 The Supplier is obliged to immediately inform YIG in writing about all (possible) problems relating to the execution of the Order by the Supplier and/or his Subcontractors, among other things in relation to the timely delivery of the Products and/or the provision of Services and/or the execution of (other) works and/or problems relating to the quality of the Work. This will not in any way affect the consequences of the untimely delivery of Products or Services within the framework of the Order.

6.5 Should the Supplier exceed any agreed date or any date or term established in accordance with article 6.1 of these General Purchase Conditions, he will, without prior notice being required, be in default and incur a penalty immediately due and payable to YIG to the amount of one percent (1%) of the agreed price for each day that the (delivery)date in question is exceeded, with a maximum of ten percent (10%) of the agreed price (unless a different penalty and/or a different penalty maximum is/are stipulated in the Order, in which case the penalty and/or the penalty maximum contained in the Order will apply. In addition to imposing the aforesaid penalty/penalties, YIG may demand compliance and claim compensation, institute any other form of action and engage in any other (legal) act to which it is entitled under the Order and/or the law.

6.6 The Supplier shall be obliged to package and preserve all Products it delivers in such a manner that those Products can be transported without sustaining damage and stored without sustaining damage for a period of at least one (1) year. All packaging materials must be recyclable. The Supplier shall be obliged to ensure that all Products bear the necessary markings, texts and labels in accordance with instructions provided by YIG and the Supplier shall be obliged to ensure that those markings, texts and labels are always clearly visible from the front and the back in preparation of and during transport.

6.7 The Supplier shall be liable towards YIG for all damage caused by inadequate packaging and/or inadequate preservation, as well as for all damage, each destruction and each loss due to theft or otherwise occurring because of or during the storage of the Products referred to in article 6.6 of these General Purchase Conditions, regardless of the location at which they are stored.

## **7. Transfer of ownership and risk**

7.1 The ownership of Work is transferred to YIG upon delivery of the Work to YIG by the Supplier.

7.2 If YIG makes (instalment) payments prior to the delivery of the Products, the ownership of the Products is transferred to YIG the moment when those payments are made. The Supplier thereby delivers those Products to YIG and YIG thereby accepts those Products, in which delivery of the Products is made based on the payment. After payment of the first instalment, the Supplier will be obliged to store the Products for YIG and mark them as property of YIG.

7.3 When materials owned by YIG, such as raw materials, auxiliary materials, equipment and software, are used by the Supplier to create Products, those Products shall be transferred to the ownership of YIG at the moment of their creation, regardless of whether they contain goods or materials that are the property of Supplier at such time. The Supplier shall each time be considered to have created the Products for YIG and shall each time hold those new Products for YIG and marks them as property of YIG.

7.4 Should the transfer of ownership of the (future) Products require a separate action, the Supplier will be obliged to render full cooperation in that action. If so, requested by YIG, the Supplier shall be obliged to fulfil this request within five (5) days.

7.4 All risks attached to the Work are transferred to YIG upon delivery and Acceptance of that Work. The Acceptance of Work by YIG shall not relieve the Supplier from his obligations under the Order, including and without limitation, obligations pertaining to the guarantee issued by him to YIG.

## **8. Installation**

8.1 If the Supplier provides Services for YIG, as part of an Order, related to the installation of Products, the Supplier guarantees that it will provide qualified and professional Employees to meet the required quality as described in article 4.

8.2 During installation the Supplier is responsible and liable for all losses and/or damages of/to Products or other properties of YIG and other third parties.

8.3 After the installation YIG will inspect the Works in presence of the Supplier. The Supplier is obligated to provide qualified

and professional Employees until YIG has approved the Works.

## **9. Guarantee**

9.1 The Supplier guarantees that:

- a) the Products to be delivered shall be new and of excellent quality and free of defects, and that if Services or other work is performed, that these Services and work shall be performed by professional personnel and with the use of new materials of excellent quality;
- b) the Work shall be fully in compliance with the relevant provisions of the Order, the given specifications and the requirements for such Work as applied in the Western European (super)yacht building industry, proceeding from the customary high-quality objectives and standards of that sector;
- c) The Products shall be suitable for their designated purpose as follows from the specifications in the Order and shall comply with all applicable Dutch and other (foreign and international) government regulations and with all other applicable requirements;
- d) It will deliver the agreed upon Work as described in the Order within the agreed timeframe.

9.2 Unless a longer period is agreed, the Supplier guarantees that the Work will be free of defects and flaws for a period of twelve (12) months as from the date of Acceptance by YIG and the client of YIG.

9.3 Should YIG conclude that the Work does not or does not fully comply with the guarantees issued by the Supplier under the articles 9.1 and/or article 9.2. YIG will notify the Supplier accordingly, and the Supplier will at his own expense and at the discretion and first request of YIG immediately repair or replace the Products and/or Services in question and/or yet supply the missing parts or items. All related expenses, including the cost of repair and disassembly, will be at the expense of the Supplier.

9.4 Should the nature of the defect or flaw be such that YIG cannot reasonably be expected to permit the Supplier to resolve it, including but not restricted to cases of urgency or cases in which, following consultations with the Supplier, the Supplier cannot reasonably be expected to comply with his obligations in a timely manner, YIG will have the right to execute the repair or the replacement itself or have the repair or replacement executed by a third party at the expense of the Supplier.

9.5 A new guarantee period of twelve (12) months will be applied for all repaired and/or replaced Products and/or Services. However, this new period may not be shorter than the original guarantee period.

9.6 The Supplier indemnifies YIG against all third-party debts and claims relating to a defect or flaw in, relating to the Work.

9.7 The provisions of article 9 shall not in any way affect the other rights of YIG under the Order and the law. This article does not limit the liability of the Supplier.

## **10. Liability, indemnification and insurance**

10.1 The Supplier is liable for all damage directly or indirectly ensuing from any failure on his part to comply with any obligation under the Order, as well as for all damage directly or indirectly ensuing from an unlawful act by the Supplier or one or

more of the persons for whom he is responsible, including but not restricted to his Employees, his Subcontractors and their Employees. This liability also extends to, among other things, damage ensuing from late delivery, damage inflicted on goods owned by third parties, loss of profit, damage relating to product liability and other direct and other indirect damage incurred by YIG or by third parties, including but not restricted to the clients and the personnel of YIG and/or its other Subcontractors.

10.2 The Supplier indemnifies YIG against all financial obligations, costs, expenses, damage and losses incurred by or charged to YIG in relation to or ensuing from noncompliance on the part of the Supplier with his obligations under the Order or from any action or omission on the part of the Supplier, his Employees and/or his Subcontractors.

10.3 Should the Supplier fail to comply with any of his obligations under the Order, he will be in default without prior notice being required. The Supplier is liable towards YIG for all damage incurred by YIG because of noncompliance with its obligations under the Order on account of the Supplier.

10.4 Should YIG fail to comply with its obligations towards the Supplier, YIG will only be in default after having been given notice of default, in which it shall each time be granted a period of at least thirty (30) days to comply with the obligations to which it is subjected. In the event of default by YIG, YIG is obliged to pay the statutory interest referred to in Section 6:119 of the Dutch Civil Code for the period it is in default.

10.5 Except in the event of intent or wilful recklessness on the part of YIG, all other obligations and liabilities towards the Supplier are excluded, regardless of whether YIG fails to comply with its obligations under the Order or whether the claim is based on an unlawful deed or otherwise.

10.6 Except in the event of intent or wilful recklessness on the part of YIG, YIG is never liable towards the Supplier and/or his Employees and/or Subcontractors and/or their Employees and/or any other party involved in the execution of the Order, for damage incurred by third parties (including their Employees), regardless of whether that damage relates to the execution of whatever Order, regardless of whether YIG does not comply with its obligations under the Order and regardless of any claim based on an unlawful act or otherwise.

10.7 Notwithstanding the aforesaid obligations, the Supplier is obliged, to insure himself at his own expense against the risks of contractual and non-contractual liability covering his liability in respect of such risks to an amount of at least EUR 250,000.00 per claim, with a maximum of at least EUR 1,000,000.00 per annum under conditions acceptable to YIG. If so requested, the Supplier is obliged to provide YIG with a copy of the insurance policy in question and proof of payment.

## **11. Prices, invoicing and payment**

11.1 All prices in Euros and excluding VAT. All prices are fixed and permanent, unless stipulated otherwise. All costs relating to compliance with the obligations of the Supplier, such as but not restricted to the costs of packaging, certifications, inspections, travel and lodging, overhead and transport shall be also included in the price.

11.2 The Supplier shall send specified invoices to YIG only after all agreed Work has been delivered and is Accepted by YIG. The invoiced amounts shall each time correspond with

the agreed amounts. Credit limitation surcharges shall never be due, unless explicitly agreed otherwise.

11.3 All invoices submitted to YIG by the Supplier shall each time be in compliance with the relevant requirements set out under Dutch Law and other applicable Dutch legislation. All invoices shall each time be drafted in such a way as to specify which part of the invoiced amounts pertain to the wage sum and which part of those amounts pertain to other items.

11.4 A payment term of thirty days shall be applied for all invoices. Should an invoice not comply with the relevant requirements stipulated in these General Purchase Conditions, YIG has the right to return the invoice and will only be held to payment of any amount stated on the invoice after it has received an (revised) invoice which complies with the stipulated requirements.

11.5 If prepayment is agreed, YIG will always have the right to demand from the Supplier to provide YIG with adequate security for the prepayment, for example in the form of a bank guarantee which satisfies YIG and is provided by a reputable Dutch bank.

11.6 The payment of an invoice by YIG does not constitute an acknowledgement that the Work has been Accepted and/or complies with the Order.

11.7 YIG is at all times entitled to offset claims from the Supplier, including affiliated companies, against YIG with claims from YIG, including affiliated companies, against the Supplier, including affiliated companies. The Supplier waives the right to invoke suspension of any of his obligations towards YIG under the Order as well as the right to offset any claim he has against YIG with any debt he owes YIG.

## **12. Intellectual property**

12.1 If an intellectual property right is attached to Products, the Supplier shall be obliged to ensure that YIG acquires the right to use the same at no cost by means of a non-exclusive, worldwide, perpetual, royalty free, transferable and irrevocable license, with the right to sublicense, which, at the discretion of YIG but at the expense of the Supplier, shall be registered in all (public) registers in which registration is possible. The license must be granted to YIG by no later than the date on which the ownership of the Products in question is transferred to YIG and will provide YIG and each other license with the right to use, maintain, repair, sell, transfer and change the Products for which the license has been granted in the manner they deem (she deems) appropriate.

12.2 All intellectual property rights that come into existence because of the execution of the Order by the Supplier and/or any Subcontractor and/or any Employee, shall vest in YIG. The Supplier shall be obliged at the first request of YIG to do everything necessary to acquire these rights, to transfer them to and register them in the name of YIG, to the extent that these rights are not acquired by YIG and in its name. All costs incurred for the acquisition of the intellectual property rights, to transfer them to and to have them registered in the name of YIG shall be at the expense of the Supplier.

12.3 YIG and the Supplier agree, and the Supplier guarantees YIG that the Products to be delivered and Works to be performed shall not infringe any rights vested in third parties, such as but not restricted to (intellectual) property rights and rights pertaining to knowhow, regardless of whether those rights are

or may be registered. The Supplier shall be obliged to indemnify YIG and its clients against all claims from third parties in respect of any right as referred to in this article 12.3, to compensate YIG and its clients in the event of such claims against YIG and/or (one or more of) its clients being enforced by any third party, and furthermore to fully compensate YIG and its clients for all costs of legal assistance and all other costs incurred by them (and all such costs incurred by any of them) for (their/its) defence against such claims.

### **13. Safety and the environment**

13.1 If Work is carried out at a shipyard the Supplier and its Subcontractors are obligated to comply strictly with the working conditions and environment regulations of that shipyard, the other applicable (company) regulations and all legal regulations pertaining to the safety and the environment referred to in the working conditions regulations, environmental laws and other legislation. The Employees shall be obliged to familiarize himself with the shipyard's regulations and other applicable laws and legislation.

13.2 The Supplier shall be obliged to remove all waste and packaging that it produces or that is produced under its responsibility during the Works at the shipyard in accordance with the shipyard's regulations and the applicable legislation.

13.3 Without prejudice to the other provisions of the General Purchase Conditions, YIG shall, if the Supplier fails to comply with any of his obligations towards YIG under article 13, be entitled to stop the work performed by the Supplier until, to the judgment of YIG, compliance with the obligation in question is sufficiently guaranteed by the Supplier. If YIG exercises its entitlement to stop the work performed by the Supplier, the Supplier shall neither be entitled to an increase of the price or extension of the delivery time/postponement of the delivery date or any other alteration in the Order nor be entitled to claim damages/compensation of costs.

13.4 If the Supplier fails to comply with any of his obligations towards YIG under article 13 of these General Purchase Conditions and a fine and/or other sanction is imposed on YIG, the Supplier shall be obliged to compensate YIG for that fine and/or that other sanction. Without prejudice to his other obligations under article 13, the Supplier shall be in default towards YIG without notice of default being required if he fails to comply with any of his obligations towards YIG under article 13 of the General Purchase Conditions and be obliged to compensate YIG for all damage it incurs as a result and to indemnify YIG against claims from third parties to the extent that those claims are based on or related to noncompliance on the part of the Supplier with any of his obligations under article 13.

### **14. Confidentiality**

14.1 The Supplier is obliged to handle all information relating to the existence, the nature and the contents of the Order, as well as all confidential information, with the strictest confidentiality and is prohibited from disclosing confidential information without prior written permission from YIG.

14.2 It is strictly prohibited to take photographs and/or obtain other imagery for the purpose of public relations. The Supplier will each time be obliged to obtain prior written permission from YIG and/or the Shipyard to take photographs and/or obtain other imagery and/or share, distribute, display or otherwise disclose such photographs and/or other imagery.

14.3 The Supplier is obliged to impose the obligations contained in articles 14.1 and 14.2 on every person who needs to be acquainted with them within the framework of the execution of the Order, including but not restricted to his Employees, Subcontractors and other third parties and their employees. The Supplier guarantees YIG the aforesaid employees, Subcontractors and third parties will comply with the aforesaid obligations and that he assumes all liability towards YIG for possible noncompliance with those obligations, with no possibility to invoke circumstances of force majeure in the matter.

14.4 Should an obligation regarding confidentiality as described in this article 14 not be complied with (whether on the part of the Supplier or on the part of persons towards whom the Supplier is liable under this article 14), the Supplier will, without prior notice being required, incur a penalty immediately due and payable to YIG to the amount of € 100,000.- for each act of noncompliance, plus € 1,000.- for each day that the act of noncompliance continues, notwithstanding the right of YIG to demand full compensation for the damage in so far as the amount in damage or loss exceeds that of the penalties owed.

### **15. Termination and suspension**

15.1 YIG will be entitled to suspend its obligations under the Order and/or to immediately terminate the Order, without prior notice of default being required, without being under any obligation to compensate for damage and notwithstanding the rights of YIG under the Order and the law, if:

- a) The Supplier is at any time put into liquidation, granted suspension of payments, reaches settlement(s) with or for the benefit of his creditors, his business is (involuntarily) liquidated, winds up or discontinues his business, suspends his payments or transfers his business and/or a substantial share of his rights.
- b) The Supplier at any time fails to comply with any provision contained in the Order and/or these General Purchase Conditions.
- c) The Supplier at any time refuses or fails to comply with reasonable and lawful instructions issued by YIG.
- d) The Supplier or his Employees are at any moment convicted of a crime, commit fraud, or act in a manner deemed harmful by YIG to its reputation or interest and/or its clients.

15.2 Should an event occur as described in 15.1, YIG will also be entitled to demand adequate security for compliance on the part of the Supplier with his obligations under the Order, the security of which will be provided by the Supplier; should the Supplier fail to do so, YIG will have the right to suspend compliance with its obligations under the Order.

15.3 All current and future claims of YIG regarding the Supplier are immediately due and payable if a situation occurs as described in article 15.1 or 15.2.

15.4 Upon termination of the Order, the Supplier will be obliged to:

- a) Immediately return to YIG all goods of which YIG is the owner and which the Supplier has in his possession or under his control.
- b) In so far as completed, immediately deliver all Products and/or Services.
- c) Return and/or delete all confidential information made available to the Supplier by YIG or its clients.

## 16. Ethics and Compliance

16.1 Supplier declares and warrants to YIG that, as of the date of the Order, it has not been convicted or accused of any acts of corruption or influence pending.

16.2 Supplier declares and guarantees to YIG that, as of the date of the Order, it is not aware of, nor does it have or maintain, any personal or professional relationship regarding YIG or any third party, including any governmental bodies related to this Order, or any personnel of any of these parties mentioned, that would place it in a situation of Conflict of Interest.

### 17. Employees and (vicarious tax) liability

17.1 If the Supplier supplies YIG with Employees, the Supplier shall be obliged to provide adequate (protective)clothing, personal protective equipment and gear and ensure by means of adequate supervision that those Employees, without prejudice to all other obligations, comply with all obligations referred to in articles 13 and 14 of these General Purchase Conditions, as if they were their own obligations.

17.2 The Supplier shall each time at the request of YIG be obliged to submit the following (written) information/documentation to YIG:

- a) The Dutch and/or foreign tax withholding number of the Supplier;
- b) An extract from the register of the Chamber of Commerce, no older than three (3) months, from which it is evident that the Supplier is registered with the Trade Register as a supplier of personnel;
- c) To the extent that the Supplier is established in the Netherlands, a payment history statement no older than three (3) months originating from the Dutch tax authorities; and
- d) In so far as existing, a copy of a legally fully effective G account agreement; as well as
- e) A copy of the policy of his liability insurance.

17.3 In so far as personnel is hired externally, the Supplier is obliged to issue a statement of the following personal data sufficiently prior to making hired workers available: name, initials, address, place of residence, date of birth, place of birth, date of employment with the Supplier and nationality.

If so requested by YIG the Supplier is furthermore obliged to submit the following (written) information/documentation to YIG:

- a) A copy of a valid identity document of an Employee (to the extent legally permitted);
- b) The citizen service number of the Employee (to the extent legally permitted);
- c) A copy of the form containing details of the Employee for the wages tax and social securities contributions or a foreign equivalent thereof;
- d) A valid work permit pertaining to the Employee (insofar as applicable);
- e) A valid residence permit pertaining to the Employee (insofar as applicable); and
- f) A valid statement from the Social Insurance Bank from which it is evident that the Employee is subject to the social security laws of a State other than that of the Netherlands and that no social security contributions are payable in the Netherlands (insofar as applicable).

17.4 The Supplier shall be obliged to comply strictly with all of his legal obligations as a withholding agent. Insofar as relating to income tax and/or social insurance contributions, the Supplier shall be obliged at the first request of YIG to make his personnel, salary, tax return and payment administrations

available for inspection by YIG. The Supplier shall be obliged to maintain an administration in accordance with all relevant requirements under the applicable legislation, including, without limitation, the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act ("*Wet Ketenaansprakelijkheid*").

17.5 YIG shall always be entitled to withhold social insurance contributions and income tax payable on behalf of the Supplier in respect of the execution of the Order from the amounts payable to the Supplier and to directly pay those amounts to the Dutch tax authorities (Collector of Dutch Taxes) or any other collecting body. YIG shall be entitled for each invoice to determine at its discretion the part of the amount for which it is liable under the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act ("*Wet Ketenaansprakelijkheid*") and/or other legislation, and deposit that amount into the G-account of the Supplier. If the Supplier does not notify YIG in writing that he has opened a G-account, stating the account number, YIG shall be entitled to withhold the part of any payable amount intended for the G-account.

17.6 To the extent legally permitted, Supplier shall indemnify YIG for all costs, damages and claims by third parties in connection with (any violation of) any of Supplier's obligations under this article 17.

### 18. Applicable law and jurisdiction

18.1 Each invitation for a proposal or offer, each proposal and each offer relating to the Order, the negotiations conducted for the purpose of entering into the Agreement, as well as the Agreement itself, are subject exclusively to Dutch law. The applicability of the Vienna Sales Convention is explicitly excluded.

18.2 All disputes ensuing from or relating to any request for a proposal or offer and/or any proposal and/or any offer relating to an Order and/or the negotiations conducted for the purpose of entering into the Order and/or the Order itself (including disputes concerning the existence, the validity and the termination of that Order), will be resolved by the competent court in Rotterdam (The Netherlands), unless YIG prefers to have such a dispute resolved by arbitration in accordance with the arbitration regulations of the Dutch Arbitration Institute (NAI), in which case the place of arbitration will be Rotterdam and the proceedings will be conducted in the Dutch language. Should the Supplier wish to institute legal proceedings, YIG will, within a period of thirty (30) days after receiving written notice to that effect from the Supplier, stipulate whether the dispute is to be settled in court or by arbitration.