

I. GENERAL PROVISIONS

1. Definitions

The following definitions shall apply in these General Terms and Conditions of Purchase:

- a. Equans**
Equans Offshore Services B.V. at Den Helder; provided this legal person and company declare that these General Terms and Conditions of Purchase are applicable to its legal relations with Contractors;
- b. Installation**
The siting, installation and/or connection of a Product or a composition of Products and the preparation of said Product or composition of Products to operate in accordance with the Specifications;
- c. Employee**
Any person, irrespective of whether under an employer-employee relationship, who works for the Contractor and is used by the Contractor for the performance of the Agreement;
- d. Proposal**
Every verbal/written proposal of Work, prices and/or terms; verbal proposals must be confirmed in writing as promptly as possible;
- e. Subcontractor**
Every natural or legal person, with whom the Contractor enters into a legal relationship for the performance of the Order and/or Agreement, whereby said natural or legal person is assumed to perform a part or all of the Order and/or Agreement;
- f. Contractor**
Every natural or legal person who concludes an agreement with Equans or who makes a Proposal to Equans or with whom Equans is in any legal relationship, or towards whom Equans executes any act (in law);
- g. Order**
Every order placed by Equans with the Contractor to provide a Deliverable;
- h. Agreement**
Every agreement concluded by and between Equans and the Contractor, any amendment or addition thereto, as well as all (legal) acts for the preparation or the performance of said agreement;
- i. Deliverable/Deliverables**
The Products, Installations, services and/or activities offered by the Contractor;
- j. Products**
The products offered by the Contractor, including software, and user's rights to said products;
- k. Specifications**
The (technical) specifications and/or descriptions of the Deliverable, as stipulated in the Order and/or Agreement or in the documents referred to in the Order and/or Agreement, or other documents signed by the parties;
- l. Work**
All activities, including all requirements and obligations pertaining thereto, that must be carried out by Equans and/or the Contractor under the terms of an Agreement and/or an Agreement that Equans has concluded with its principal;

2. Applicability

- 2.1 These General Terms and Conditions of Purchase apply, in some cases supplemented and/or amended by special conditions which are included in the Order and/or Agreement, to all Proposals, all Orders, all Agreements, all legal relationships and all (other) (legal) acts by and between Equans and the Contractor, including negotiation- and other pre-contractual situations.
- 2.2 A new version of Equans's General Terms and Conditions of Purchase shall, as of the day it is filed with the Chamber of Commerce, be applicable between the parties as indicated in Paragraph 1.
- 2.3 If one or more provisions of these General Terms and Conditions of Purchase are found to be null and void or are nullified, the remaining provisions shall apply unimpaired. In such cases, Equans will provide new provisions to replace the null and void/nullified provision(s), with consideration being taken of the purpose and scope of the original provision(s).
- 2.4 If the parties have agreed on standard terms and conditions of delivery applicable in trade the Incoterms of the Paris International Chamber of Commerce in force at the time shall apply.
- 2.5 The Contractor shall definitively and irrevocably waive the application of its own general and/or special conditions (of sale), even if the latter stipulate that they are exclusively applicable.

3. Proposals, Orders and the conclusion of Agreements

- 3.1 Requests for Proposals shall not be binding for Equans and shall apply only as a request to make a Proposal.
- 3.2 By making a Proposal, the Contractor undertakes to provide the Deliverable to Equans - in the event of an Order - at a price, that being a fixed total price or a transfer price (standard price) within the period stipulated for delivery. The Proposal shall remain valid for a period of at least sixty (60) calendar days. Any costs incurred for making a Proposal shall be borne by the Contractor.
- 3.3 In the event of manifest errors and/or discrepancies between sections of the request for proposal, the Contractor shall confer with Equans prior to making a Proposal, in the absence of which the Contractor may no longer derive any rights from such errors and/or discrepancies.
- 3.4 Equans shall not be required to provide any information to the Contractor as to why an Order was or was not placed. If no Order is placed, the documentation on making a Proposal provided by Equans to the Contractor shall be returned to Equans free of charge. Article 26 shall apply accordingly to such information provided by Equans.
- 3.5 The Agreement shall be concluded when Equans has accepted in writing the Proposal from the Contractor via an official Order. Should no answer be forthcoming from Equans in response to a Proposal, or if it gives oral acceptance only, this cannot be considered acceptance of the Proposal under any circumstances. The Contractor must, within five (5) working days after receipt, return a signed copy of the Order, otherwise it will be deemed to have accepted the content thereof.
- 3.6 As long as the Contractor has not yet started to perform the Agreement, Equans shall be entitled to cancel said Agreement at all times. In such a case, Equans shall reimburse such reasonable actual costs as incurred by the Contractor. Any form of compensation of any damages shall be excluded.
- 3.7 If the Contractor starts the Deliverable without having received a prior written Order from Equans, it shall do so for its own account and at its own risk.
- 3.8 To any Agreement the following provisions shall apply, where applicable, and shall be ranked in descending order of priority:
 - The special conditions set out in the Order and/or Agreement;
 - In the event that Equans itself works for a principal, the provisions of the main agreement between the principal and Equans, in so far as applicable to the Deliverable that is the subject of the Agreement;
 - These General Terms and Conditions of Purchase;

4. General obligations of the Contractor

- 4.1 As a specialist, the Contractor acknowledges that it has all the information and capacities/capabilities required to perform the Order in a good, sound and timely fashion as a performance guarantee in accordance with the provisions applicable, legislation and regulations and the general standard applicable.
- 4.2 The Agreement includes, in addition to the Deliverables that are expressly the subject of the Agreement, the Deliverables that are directly or indirectly linked thereto in order to attain the purpose and result sought by the Agreement without Equans being required to pay any additional compensation.
- 4.3 The Deliverables (including products and/or goods) which the Contractor delivers must comply with all legal and contractual provisions on quality and safety. In said case, the Deliverables must bear the appropriate markings and must be accompanied by the appropriate certificates. If and in so far as applicable, the Deliverables must comply with REACH and CLP regulations.
- 4.4 Equans's authorisations, approvals, inspections, audits, payments and/or silence shall not prejudice the Contractor's requirements and/or liability.
- 4.5 The Contractor is required to pay the wages and compensation of Employees and its Subcontractors in a correct and timely fashion.

5. Amendments or additions

- 5.1 Amendments or additions to any provision of an Order and/or Agreement and/or the General Terms and Conditions of Purchase shall be valid only if agreed in writing. Agreed price adjustments shall enter into force only after being accepted explicitly in writing by Equans.
- 5.2 When an amendment or addition as referred to in Article 5.1 is agreed upon, it shall apply only for the Order and/or Agreement concerned.
- 5.3 In the event of manifest errors or discrepancies between sections of the Order and/or Agreement, the Contractor shall confer with Equans prior to executing the Order and/or Agreement, so that it/they can be modified if necessary, failing which the Contractor may no longer derive any rights from such manifest errors and/or discrepancies.

- 5.4 Equans shall be entitled to ask the Contractor to perform extra or less work. IN any such case the Contractor shall, within a period of 5 working days, submit a price quotation for the extra or less work to be performed. Such extra or less work shall be ordered only if the price quotation is expressly accepted by Equans in writing.
- Where extra work has to be compensated pursuant to the Order and/or Agreement, the price level used by the Contractor for the calculation of such charge shall not be higher than the price level used in the Order and/or Agreement for the activities relating thereto. Less work shall be credited at all times.
- 5.5 Only if, in Equans's judgement, the price of the extra or less work cannot be reasonably determined in good time because of the nature of said Deliverable, shall, with the written permission of Equans and contrary to the provisions of Article 5.4, the price of completing the said work be determined by mutual consultation by and between the parties .
- 5.6 If, in Equans's judgement, the consequences for the price and/or the time of delivery of the extra or less work are unreasonable by comparison with the change, Equans shall be entitled to cancel the Agreement entirely or partially, unless such cancellation should be unreasonable in view of the circumstances. Cancellation by virtue of this article shall not entitle Contractor to any compensation of any damages.

6. Quality and description of the Deliverable

- 6.1 The Deliverable shall in any event:
- correspond to the description, quantity and quantity in the Order;
 - correspond in every respect with and meet the Specifications declared to be applicable;
 - be accompanied by the necessary instructions to Equans and/or its employees, so as to enable them to use the Deliverable on their own;
 - comprise all permits that are necessary for the performance thereof;
 - comprise the engineering and/or design documentation and other preparatory and/or development activities for the performance thereof; and
 - meet all the applicable legal requirements and/or regulations and/or standards and provisions in force concerning the design, composition and quality in every respect.
- 6.2 Supplementary to Article 6.1, if the Deliverable includes Products, the following shall apply:
- The Products shall be made of durable and new materials and of sound construction.
 - The Products shall be suitable for the purpose for which they are intended.
 - The Products shall be made of components and raw materials of traceable origin.
 - The Contractor shall be required to supply to Equans, at the latter's request, (spare) parts and/or components and/or special tools and/or special measuring equipment of the same quality for at least 10 (ten) years after the delivery of the Products concerned.
 - The Products shall contain no asbestos or other carcinogenic substances and shall not be in any other way hazardous to human health.
 - The necessary documents such as packaging lists, (guarantee or quality) certificates, drawings, manuals, lists of spare parts and maintenance instructions shall be made available at the time that the Deliverable is delivered to Equans. Unless agreed otherwise in writing, such documents shall be drawn up in Dutch.
 - The Products shall be provided with a type-, series- and device number and an indication of origin by means of an appropriate identifying mark of the manufacturer or the importer (or if this is not possible, such identifying marks shall be affixed on the packaging of the Products), as well as with a product description, number, price, VAT, delivery date, delivery address, purchase number and invoice number.
 - Invoices shall be issued to Equans in one original at the same time as the delivery of the Deliverable and shall, in addition to the date, invoice number and order number, mention the name of the manufacturer or the importer, and the type-, series- and device number.
- 6.3 If it is not reasonably possible for the Contractor to provide the agreed Deliverables, it shall supply replacement Deliverables. The Contractor must demonstrate that the replacement Deliverables are technically at least equivalent to the agreed Deliverables. Furthermore, the price for the replacement Deliverables shall be the same as or lower than the price for the agreed Deliverables.

7. Inspection prior to delivery

- 7.1 The Contractor shall, at no expense to Equans, prior to delivery, inspect carefully whether the Deliverable corresponds to what was agreed and, if Equans so requests, the Contractor shall inform Equans on said inspection in good time. Equans and any third parties as appointed by Equans shall be entitled to be present during the inspection. The Contractor shall provide Equans, without exception, a copy of its inspection report(s) free of charge.
- 7.2 Equans and any third parties as appointed by Equans shall be authorized to inspect the production of the Deliverable and the production process regardless of where said production takes place.

- 7.3 The Contractor shall notify Equans in writing of objections to the inspection by the parties referred to in Articles 7.1 and 7.2. If such objections are reasonable, Equans shall not have the inspection performed by said third parties.
- 7.4 If Equans avails itself of the right to inspect, the Contractor shall provide free of charge any facilities as Equans reasonably needs for the inspection.
- 7.5 If, after the inspection, Equans should note that the Deliverable does not correspond in full or in part to the Order, or that such will probably be the case upon completion of the processing or production, Equans shall notify the Contractor accordingly in writing. The Contractor shall, at own cost, in such a case take at once such measures as are necessary to meet the provisions and conditions of the Order. The costs for any subsequent inspection required by Equans shall be borne by the Contractor.
- 7.6 An inspection by Equans as referred to in this Article shall not exempt the Contractor from any liability.

8. Packaging, transport, storage and installation

- 8.1 The Products must be packaged properly (if applicable, in accordance with the Packaging Agreement in force), must be reliably and ecologically, and secured and transported in such a way that they reach their destination in good condition.
- 8.2 All costs for the packaging, transport, storage (other than as referred to in Article 9) and installation of the Deliverable relating to the Order and/or Agreement and the performance thereof and items made available by Equans pursuant to Article 24, as well as insurance costs (actual value) for transport, storage and installation, shall be borne by the Contractor. The Contractor shall reimburse any such costs if and as far as incurred by Equans.
- 8.3 Deliveries effected as part of the Deliverable shall be made on a DPP basis as described in the Incoterms of the Paris International Chamber of Commerce in force at the time.

9. Storage on behalf of Equans

- 9.1 If the Deliverable is ready for delivery, but Equans is in all reasonable not capable of taking receipt thereof at the agreed point in time, the Contractor shall keep and secure the Deliverable separately and recognizably intended for Equans, and shall take all such measures as necessary to prevent any deterioration of quality until the Deliverable can be delivered. Equans shall in such a case reimburse the Contractor for reasonable direct costs incurred as a result.

10. Transfer of ownership and risk

- 10.1 The ownership of the Deliverable and of components of the Deliverable, such as materials, plans, models, designs, calculation files and other data carriers, shall be transferred to Equans as they are or become identifiable. If not identifiable, ownership shall be transferred upon delivery.
- 10.2 Receipt of a delivery implies solely approval of the quantities and outward condition of the packaging, and not acceptance of the qualitative characteristics of the Deliverable (or components thereof).
- 10.3 Notwithstanding Article 10.1, Equans shall in the case referred to in Article 9 acquire ownership of the Deliverable (or components thereof) when it is stored on behalf of Equans. Stored Deliverable(s) (or components thereof) must be certified and individualized as being the property of Equans.
- 10.4 In all cases, the transfer of risks from the Contractor to Equans take place, unless expressly specified otherwise, upon the qualitative approval and acceptance (delivery) of the Deliverable. When the acceptance (delivery) is dependent on the acceptance (delivery) by a customer of Equans (a principal), then, where appropriate, the transfer of risks from the Contractor to Equans will take place only after acceptance (delivery) by the customer (principal).
- 10.5 The risk for Products delivered by Equans to Contractor for repair, processing or reworking shall be borne by the Contractor during the repair, processing or reworking period, but Equans shall retain the ownership thereof.
- 10.6 If, contrary to the provisions of Article 14, it is agreed that Equans has to make an advance payment pursuant to the Agreement, all materials, raw materials and half-finished products that the Contractor uses - or that are intended - for the performance of the Agreement, as well as Products being processed, shall be delivered, and full and free ownership shall be transferred by the Contractor to Equans.
- 10.7 Insofar as necessary, the Contractor shall declare (in advance) that it delivers all the items mentioned in Article 10.6 to Equans and that it transfers ownership thereof at the time that the Contractor receives the advance payment.
- 10.8 The Contractor shall, as of such time it receives the advance payment, hold all the items mentioned in Article 10.6 for Equans, and shall be required to individualize them sufficiently for Equans separately from other items that it keeps.

11. Delivery place and time

- 11.1 The Contractor shall deliver the Deliverable at the location and on the date or period indicated in the Order. If a period is mentioned in the Order instead of a date, said period shall commence on the day on which the Contractor has received the Order.
- 11.2 With a view to fitting the delivery into the general progress of the Work, Equans may, at any time and in a reasonable fashion, change the place, order and time of delivery without any additional compensation for the Contractor (with the exception of the stipulations set out in Article 9).
- 11.3 The delivery time or the delivery period shall be binding. As soon as the Contractor knows or expects that the Deliverable cannot be delivered in time, it shall inform Equans at once in writing and indicate the reasons for the delay.
- 11.4 If the Contractor will be unable to deliver the Deliverables on time, Equans must be informed of this fact immediately and must be informed of the measures which the Contractor will take to recover the delay. For each commenced day of delay of the Deliverable, as far as attributable to the Contractor, the Contractor will have to pay a penalty to Equans equal to one half of one percent (0.5%) of the total price (excl. VAT) of the Order, without prejudice to Equans's right to demand compliance with the Order and/or Agreement and/or to demand additional compensation of damage from the Contractor that is equal to the damage actually suffered by Equans.

12. Inspection upon delivery and acceptance

- 12.1 If upon delivery, it should be noted that the Deliverable does not correspond in full or in part with the provisions of the Order, Equans shall issue a rejection report to the Contractor. In such a case, the Contractor shall endeavor to ensure compliance with the provisions and conditions within a period to be specified by Equans.
- 12.2 The delivered Deliverable may be accepted provisionally if it corresponds visually with the description in the Order.
- 12.3 If an acceptance test is agreed, the procedure shall be followed as described in the Order, and Equans shall accept the Deliverable, provided the results of such a test show that the requirements set are met, without prejudice to Equans's rights in case of latent defects or a negative result of any subsequent functional test(s).
- 12.4 Acceptance pursuant to this article shall not prevent subsequent appeal by Equans if the Contractor fails to fulfil its obligations.

13. Price

- 13.1 The agreed price shall be binding and shall at no time be changed because of changes in foreign exchange rates, purchase prices, freight rates, import or export duties, excise duties, levies, taxes, prices of raw materials or semi-finished products, wages, and other sums payable by the Contractor to third parties.
- 13.2 The price shall in any event include:
 - a. all costs referred to in Article 8;
 - b. import duties, excise duties, levies and taxes (with the exception of turnover tax);
 - c. legal fees and all other levies or costs for applications for permits needed to provide the Deliverable;
 - d. the costs of the instructions to be given by the Contractor to Equans or its employees;
 - e. the remuneration for the use of intellectual property rights referred to in Article 23;
 - f. all costs pertaining to or arising out of the provision of the Deliverable, as referred to in Article 6;
 - g. all other costs which pursuant to or by virtue of the Order and/or Agreement or these General Terms and Conditions of Purchase are to be borne by the Contractor, and all that is necessary for the proper performance of the Order and/or Agreement, in consideration of the standards, regulations and requirements of good practices in force, even though they may not be expressly mentioned.
- 13.3 The Contractor shall guarantee that it shall provide the Deliverables during the term of the Order and/or Agreement at the reasonably lowest possible price. This price may not exceed the price which the Contractor charges third parties comparable with Equans in terms of purchase volume, for Deliverables of comparable quality and quantity.

14. Payment

- 14.1 The Contractor shall not invoice amounts payable earlier than - in accordance with what was agreed - the date of delivery/acceptance/completion of the Deliverable. Upon full and correct performance of the Agreement, Equans shall pay the amount invoiced within sixty (60) days of the date of invoice, once said invoice has been approved.
- 14.2 Equans shall be entitled at all times to offset sums payable to the Contractor with such claims as it has or will have on the Contractor at any time, whether or not due.

- 14.3 Under no circumstances payment will be effected until a specified invoice has been received at the address of Equans's registered office. All invoices must specify at least the reference of the relevant Order and/or Agreement. Invoices which do not comply with the requirements will be automatically returned and not accepted without any written protest being required.
- 14.4 Payment of the invoice shall under no circumstances entail recognition of the relevant claim.
- 14.5 Invoices which are sent one year after - in accordance with what was agreed - the delivery/acceptance/completion of the Deliverable will not be accepted. The Contractor's entitlement to payment of such invoices shall lapse after the expiry of said period.
- 14.6 Before payment is made, Equans may require, in addition to or instead of the transfer of ownership, that the Contractor shall provide for an unconditional and irrevocable bank guarantee.
- 14.7 In the event of non-timely payment by Equans without sound reasons, the Contractor shall, having served due notice in the proper manner, be entitled to legal interest pursuant to Article 6:119 of the Civil Code, effective as of the end of the period of notice served.
- 14.8 Equans is entitled to suspend its payment obligations if and for as long as the Contractor fails to comply with/complies insufficiently with its contractual obligations and/or Equans's customer (principal) has suspended its contractual obligations, and more specifically as long as the originals of the contractual documentation stipulated in Article 6 has not been submitted.
- 14.9 The Contractor is not permitted to suspend the execution of its obligations in whole or in part for any reason whatsoever.

15. Guarantee obligation

- 15.1 Contractor shall ensure that the Deliverable meets the requirements set in Article 6 in every respect.
- 15.2 If Equans, after accepting the Deliverable, should, within the guarantee period indicated in the Order, inform the Contractor in writing of any defects in the Deliverable, the Contractor shall be required to repair such a defect immediately and totally free of charge, unless it can show that the defect was caused by incorrect or improper use. If in respect of a proper repair as referred to herein, in Equans's reasonable judgement, components of the Deliverable or the Products have to be replaced, the Contractor shall be required to carry out such replacement for its own account.
- 15.3 In case of a defect, Equans shall have the right to return the Deliverable concerned or a part thereof to the Contractor, at the latter's risk and expense, unless it is agreed by the parties that the necessary replacement or repair is to be carried out by the Contractor, if so required by Equans, at the work site concerned.
- 15.4 If the Contractor fails to fulfil its obligations, Equans shall, in emergency cases or when the Contractor cannot be reached, be entitled to have repairs and replacement carried out, without prior notice, at the Contractor's expense.
- 15.5 The guarantee period for a repaired or replaced Deliverable shall recommence at the time that said repaired or replaced Deliverable is accepted by Equans.
- 15.6 If the Order contains no explicit guarantee clause, the Contractor shall ensure that items delivered or service provided shall be compliant with the Order and/or Agreement as regards quantity, external aspects and quality for at least one (1) year after delivery/acceptance/completion, and in particular with Equans's description, Specifications and requirements as contained in the Order and/or Agreement and/or supplementary documents. If the Deliverable is intended to be processed by Equans in installations or systems, the guarantee period shall commence as of delivery by Equans of said installations or systems to a third party (the customer/principal).

16. Liability of and indemnification by the Contractor

- 16.1 The Contractor shall fully indemnify all direct and indirect loss/damage suffered by Equans or by third parties as a result of or in connection with the performance of the Agreement (including but not limited to operating loss, environmental loss, damage to materials, equipment and other items, bodily injury, judicial and extrajudicial costs), irrespective of whether said loss is caused by the Contractor itself, its Employee or any other (legal) person for whom the Contractor is responsible.
- 16.2 During the performance of the Work, the risk relating to Contractor's property for theft, damage, fire or improper use shall be borne by the Contractor. Said risk shall extend to the personal properties of Employees, other personnel related to the Contractor, or personnel of a third party called upon by the Contractor for the performance of the Work. If the Contractor considers that it has to take out coverage for the aforementioned risks taking into account the provisions of the Construction All Risk (CAR) policy, it shall bear the costs for such coverage. Under no circumstances will Equans be held liable in this respect to the Contractor or to any third parties called upon by the Contractor for the performance of the Work.
- 16.3 The provisions of Article 16.1 shall be considered as a condition within the meaning of Article 6:253 of the Civil Code. The condition may not be revoked by the Contractor and shall not be asserted against any third party.

- 16.4 The Contractor shall indemnify Equans for and against all claims, demands, rights and legal actions made, asserted or taken by third parties regarding the Agreement or the performance thereof at any time, and shall thereby safeguard Equans fully against them.

17. Equans's liability

- 17.1 Equans shall not be held liable for any loss suffered by the Contractor or its Employees, except in the case of intentional act or gross negligence on the part of Equans or its employees.

18. Suspension

- 18.1 Equans is entitled at all times to suspend the Agreement in full or in part, and to require the Contractor to interrupt the Agreement for a period to be determined by Equans.
- 18.2 The Contractor shall be required to limit the loss/damage arising out of such suspension as much as possible by taking appropriate measures.
- 18.3 Measures that the Contractor has to take regarding such suspension shall be compensated as if they constituted extra or less work, unless the suspension is caused any shortcoming on account of the Contractor or a third party.

19. Force majeure

- 19.1 The Parties shall not be in default and shall not be entitled to claim compensation towards each other for costs incurred if and insofar as compliance with contractual obligations is delayed, hampered or hindered by force majeure, including but not limited to war or hostilities, riot or civil disturbances, floods or natural disasters, nuclear disasters and other such external calamities, provided they are not attributable to the party concerned. Force majeure shall expressly not include (organized) strikes and work interruptions by workers and default by the Contractor's suppliers and/or other parties used by the Contractor.
- 19.2 The Parties shall inform each other as promptly as possible about a (possible) case of force majeure.
- 19.3 The Parties may suspend the obligations arising out of the Order and/or Agreement during the period of force majeure. If this period should last longer than 3 (three) months, either party shall be entitled – after mutual consultation – to terminate the Order and/or Agreement, without being liable to pay compensation to the other party.

20. Default/termination

- 20.1 Every term set in the Order and/or Agreement within which the Contractor has to fulfil an obligation shall be strictly binding and the Contractor shall be in default if it is exceeded; requests addressed to the Contractor to fulfil such an obligation shall not affect the foregoing stipulation.
- 20.2 Equans shall be empowered to terminate all Agreements immediately (without further notice) in each of the following cases:
- If the Contractor fails to fulfil fully and in time any obligation of an essential nature arising out of the Order and/or Agreement or fails to fulfil fully and in time any other obligation;
 - If the Contractor or the party considered as 'guarantee' for the Contractor's obligations, applies for a provisional suspension of payment, is declared bankrupt, enters into liquidation voluntarily or involuntarily, discontinues business activities or takes a decision for a stay of liquidation or petition for bankruptcy or suspension of payment;
 - If a change occurs in the Contractor's shareholding structure of such scope as to entail, in Equans's view, an aggravation of Equans's risks;
 - If distraint is imposed on the Contractor or if the Contractor's assets are threatened by distraint or other judicial measures.
 - If Equans's customer (principal) terminates its agreement with Equans in whole or in part for any reason whatsoever.
- 20.3 In each of the cases mentioned in 20.2, the Contractor shall in any such case inform Equans accordingly in writing at once. Equans shall moreover be entitled and empowered to suspend any Order and/or Agreements until compliance is sufficiently secured, and to suspend any and all of its obligations to Contractor on any account.
- 20.4 In each of the cases mentioned in 20.2, all claims by Equans on the Contractor shall become immediately due.
- 20.5 The provisions in the foregoing paragraphs of Article 20 shall leave intact Equans's (other) rights pursuant to law and the Order and/or Agreement, including but not limited to Equans's right to compliance, full or partial delivery (of completed components of the Deliverable) to which Equans can have free disposal, full or partial termination, and the Contractor's obligation to compensate Equans for all such damages and expenses suffered and incurred by Equans as a result.

21. Transfer of rights and obligations and subcontracting/outsourcing

- 21.1 The Contractor shall not transfer or pledge the Order and/or Agreement or any part thereof or the rights and entitlements arising out of the Order and/or the Agreement to third parties, without the prior written consent of Equans; this includes so-called "factoring".
- 21.2 The Contractor shall not subcontract/outsources the Order and/or Agreement and/or any part thereof, apart from those pertaining to:
 - a. parts of subsidiary importance; or
 - b. that portion for which the third party is mentioned in the Order or the Specifications,The (anticipated) use of self-employed workers and/or hired force (temporary workers) is considered to be incorporated under the operation of this clause.
- 21.3 In every case where the Contractor subcontracts/outsources the Order and/or the Agreement and/or any part thereof, as per Article 21.2 above, the Contractor shall be required - and is also responsible and liable in this respect - to ensure that every Subcontractor and/or any subsequent Subcontractor (in the "chain") complies with all of the provisions of these General Terms and Conditions of Purchase.
- 21.4 The consent referred to in Articles 21.1 and 21.2 shall not relieve the Contractor from any obligation arising out of this Order and/or Agreement. A subcontract concluded by the Contractor in respect of the Deliverable shall not be binding upon Equans. The Contractor will immediately send any such subcontract to Equans upon Equans's first request.

22. Authorised representative(s)

- 22.1 During the performance of the Order and/or Agreement, Equans and the Contractor shall be represented by one or more authorised representatives, designated expressly for that purpose and vested with powers to represent and to commit Equans and/or the Contractor in all matters concerning performance. Equans and the Contractor shall inform each other in writing, prior to performance, as to who shall act as authorised representative(s) for them. The parties shall moreover inform each other in writing of every change or withdrawal of such authorisation.

23. Intellectual property

- 23.1 Any intellectual property rights to a Deliverable developed specially by the Contractor for Equans shall be held by Equans or be transferred to Equans.
- 23.2 If the Deliverable has not been developed specially for Equans, the Contractor shall give Equans a non-exclusive licence to any intellectual property rights relating to the Deliverable. The fee for this licence shall be included in the price of the Deliverable.
- 23.3 If a special deed is required for the transfer of intellectual property rights as referred to in article 23.1 or the granting of a licence as referred in Article 23.2, the Contractor confirms in advance its cooperation accordingly.
- 23.4 The Contractor shall ensure that the Deliverable does not violate the intellectual property rights of third parties. The Contractor shall hold harmless Equans against all claims by third parties based on any (alleged) violation of such rights.

24. Materials, equipment, components, certificates, drawings and the like made available by Equans

- 24.1 Materials, equipment, components, certificates, drawings and the like made available to the Contractor by Equans for the performance of the Order and/or Agreement shall remain the property of Equans and shall be returned in good condition after said performance.
- 24.2 Until the items mentioned in Article 24.1 are returned to Equans, the Contractor shall bear the risk for the same and shall be required to maintain them properly.
- 24.3 The Contractor shall have all items which it receives from Equans in connection with the Order and/or Agreement insured for the benefit of Equans at its own expense under the customary conditions against the risks of total or partial loss or damage from fire, theft or destruction.
- 24.4 The Contractor shall, upon receipt of the items referred to in this article, ascertain whether they correspond to the specifications.

25. Contractor's drawings

- 25.1 All drawings pertaining to the Order and/or Agreement shall be carried out in digital form and in such a way as to make good reproductions possible.
- 25.2 Drawings must contain all relevant data for the Deliverable, backed, where necessary, by calculations in accordance with generally accepted methods.
- 25.3 All drawings required for the assessment of the Deliverable must be submitted by the Contractor to Equans for assessment upon request or at such time as stipulated in the Order. Equans shall indicate, as soon as possible after receipt of the documents, whether it concurs with the drawings.
- 25.4 Equans's involvement in the assessment of the drawings shall not release the Contractor from its liability.

26. Confidentiality

- 26.1 The Contractor shall treat all data and/or information obtained in connection with the performance of the Order and/or Agreement confidentially, and shall not disclose them to third parties without the prior, written consent of Equans, except for third parties which it calls upon for said performance. The Contractor shall impose a similar confidentiality obligation on such third parties and shall ensure that said third parties fulfil said confidentiality obligation.
- 26.2 If the provisions of Article 26.1 are violated, the Contractor shall be liable to Equans for a penalty of €50,000 per event, payable immediately, which shall not relieve the Contractor to compensate for any other damages. Equans shall be entitled to demand compliance with the Agreement in addition to the penalty.

27. Insurance

- 27.1 The Contractor shall be required to insure its liability in the widest sense of the term (including but not limited to professional liability, product liability, legal (risk) liability) to Equans and to third parties at its expense for at least €1,250,000 (one million two hundred and fifty thousand euro) per event.
- 27.2 In the event of subcontracting activities (including services) and contracting of work, the Contractor shall be required to insure its liability in the widest sense of the term (including but not limited to professional liability, product liability, legal (risk) liability) to Equans and to third parties at its expense for at least €2,500,000 (two million five hundred thousand euro) per event. Equans is entitled to ensure further requirements on the amount insured.
- 27.3 Equans must be indicated as the beneficiary in the insurance policy(ies), and it must be stipulated that the insurers shall indemnify Equans and/or third parties designated by Equans directly, and it must be stipulated that the insurance company shall waive any claim against Equans. The Contractor shall, at Equans's request, produce the insurance policy(ies) and proof that the insurance premiums have been paid. The deductible shall amount to €15,000 (fifteen thousand euro) per event.
- 27.4 The insurance obligation as described in article 27.1 and/or article 27.2 exists during the agreed period of time within which the Performance should be delivered including the agreed warranty period.
- 27.5 The conclusion of the required insurance policies shall not relieve the Contractor from its contractual or legal liability.

28. Applicable law and competent court

- 28.1 These General Terms and Conditions of Purchase and the Order and/or Agreement shall be governed by Dutch law.
- 28.2 The applicability of the Vienna Convention on Contractors for the International Sale of Goods (CISG) shall be excluded.
- 28.3 Unless stipulated otherwise by the relevant legislation, all disputes between the parties shall be referred to the competent courts of Rotterdam, whereby Equans shall be entitled to lodge claims against the Contractor, concurrently or otherwise, with other judicial bodies which, by virtue of national or international legal rules, are competent to hear such claims.

29. Termination of the Agreement

- 29.1 Equans shall be entitled at any time to terminate the Order and/or Agreement against payment of all Deliverables already delivered by the Contractor and accepted by Equans, plus the demonstrable actual costs incurred by the Contractor as a result of the non-completion of the Agreement, the latter up to a maximum of ten percent (10%) of the total price (contract price). The Contractor shall be required to limit the loss arising out of this termination as much as possible.
- 29.2 Equans shall provide reasons for a termination as referred to in Article 29.1.
- 29.3 In the case referred to in Article 20, the regulation mentioned in that article shall apply exclusively.
- 29.4 In case of an event referred to in article 20.2 sub e it is agreed that the compensation eventually to be paid to Contractor never shall exceed the compensation of the Deliverables already delivered and which are considered to be accepted by Equans existing at the time that an event referred to in article 20.2 sub e occurs.

30. Corporate social responsibility

- 30.1 The Contractor states that it is cognisant of the commitments made by the EQUANS Group with respect to ethics and sustainable development as defined in the reference documents (hereinafter the "Rules") that can be consulted on the website <https://www.equans.be/nl>. The Contractor undertakes to comply with said Rules and, in particular, not to have recourse to child labour, forced labour or compulsory labour in accordance with the principles of the International Labour Organisation; to ensure that there is no form of discrimination whatsoever within the company or in respect of third parties; to provide working conditions for all of its workers that guarantee health and safety at the workplace; to respect the environment during the design, production, use and destruction

or recycling of products and to reduce the negative impact that it could have on the environment in accordance with the applicable national, European and international regulations on the environment and health, and not to be involved in any form of corruption.

These undertakings shall apply to the Contractor and to any of its Subcontractors.

If the Contractor fails to comply with said Rules, Equans may cancel/terminate the Order and/or Agreement without any legal intervention and subject to all of Equans's rights pertaining to damaged suffered and/or to be suffered. In such a case, the Contractor may not claim any form of compensation.

31. Language

- 31.1 The Contractor declares that it has sufficient knowledge of the Dutch language so that it can understand the Order and/or Agreement, its terms and conditions and annexes fully, and that all future documents, drawings and correspondence are to be drawn up in Dutch. Other languages will be used only if required by the competent authorities or insofar as expressly agreed otherwise.
- 31.2 These General Terms and Conditions have been drawn up originally in the Dutch language. In case of any lack of clarity and/or difference in the interpretation and/or difference in explanation the Dutch wording will be decisive in any case.

II. SPECIAL PROVISIONS FOR THE OUTSOURCING/SUBCONTRACTING OF ACTIVITIES (INCLUDING SERVICES) AND CONTRACTING OF WORK

In addition to the General Provisions (I), provisions from this section (II) shall also apply to the outsourcing/subcontracting of activities (including services) and the contracting of work. If the Special Provisions (II) differ from the General Provisions, these Special Provisions shall prevail, unless an express exception to this is made in any subsequently agreed Agreement for outsourcing/subcontracting or contracting work.

32. Placement of the Order; Requirements of the Contractor

- 32.1 Equans is entitled to require that a Contractor who is not certified by a quality system accepted by Equans will enter into a quality audit before the Order is placed and/or to impose additional certification/quality requirements.
- 32.2 Acceptance test/quality audit. If an acceptance test or a quality audit is agreed, the Contractor shall be required to impose the agreed procedure on its Subcontractors as well.
- 32.3 Equans is entitled at all times to give the Contractor specific and/or supplementary instructions on quality in respect of the Deliverable. Unless unreasonable, costs incurred as a direct result of such instructions shall be borne by the Contractor.

33. Schedule

- 33.1 The Contractor shall submit a schedule to Equans for approval, containing in particular the starting and completion times of the successive sections of the Deliverable (activities) and number of persons employed. If Equans does agree with the schedule, it shall inform the Contractor accordingly as soon as possible after receipt thereof. After such notice, Contractor shall revise the schedule according the findings of Equans.
- 33.2 Equans is entitled to make changes to the schedule at all times during the execution. The Contractor shall report any consequences of such changes to Equans within 5 (five) working days, failing which Contractor may not derive any rights from such changes.
- 33.3 The Contractor shall report periodically, in accordance with Equans's wishes, on the progress of the activities and on all aspects relating thereto.
- 33.4 The Contractor shall make every reasonable effort possible to prevent waiting times and/or other delays/obstacles and to minimise the consequences thereof. The Contractor shall be responsible for the timely planning and coordinating of the works to be provided in consultation with the Equans employees authorised for that purpose. The Contractor shall make no claim to compensation for waiting times/obstacles and/or changes to the schedule, unless such compensation and/or change has been approved by the person authorised by Equans.

34. Quality and quantity of employees

- 34.1 The Contractor shall be responsible for daily management, the authority and supervision of the activities and shall thereto appoint (a) permanent representative(s) who execute(s) the daily management, the authority and supervision for and on behalf of the Contractor. The number of authorised supervising officials with the requisite expertise that the Contractor assigns for that purpose must correspond to the scope and nature of the activities and the requirements set by Equans. For the purposes of the Agreement, the terms personnel, member of personnel and Employee shall mean the Contractor's employee(s). Where applicable, this can also mean self-employed individuals and/or hired workforce who deliver/perform the Deliverable, or part thereof, on behalf of the Contractor.
- 34.2 The Contractor shall be responsible to Equans that the services provided by the Employees will be carried out in a professional and uninterrupted manner, and that the Employees meet and shall continue to meet the agreed qualities with respect to education, experience and expertise.
- 34.3 The Contractor - unless otherwise agreed - shall provide the Employees with tools and personal protective equipment (i.e. safety helmet, safety shoes, work clothing and safety glasses).
- 34.4 The Contractor shall replace employees only incidentally, and temporarily or definitively only after the prior consent of Equans. Equans shall not withhold such consent unreasonably. Equans is entitled to attach conditions to its consent.
- 34.5 If the Employees do not appear to be capable of performing to Equans's satisfaction, the Contractor undertakes in respect of Equans to replace said Employees immediately without charging Equans any extra costs. If this should lead to loss and/or higher costs for Equans, the related costs incurred shall be reimbursed by the Contractor.
- 34.6 Notwithstanding the provisions of Article 35.3 below, the activities shall be carried out in accordance with the working times and rules of conduct in force at the time. The Contractor shall instruct the Employees to comply with the working times and rules of conduct in force for the performance of the activities.

- 34.7 Equans shall be authorised to count the Employees at work on a regular basis, to which the Contractor confirms its cooperation in advance. The Contractor shall moreover be required to lend all cooperation to other (reasonable) administrative regulations taken or to be taken regarding the workforce available for the Deliverable, as well as to provide a daily overview of the employees at the work site, broken down according to every task in progress.
- 34.8 With respect to determining whether an Employee meets the relevant job profile, Equans reserves the right to test an Employee prior to the activities. Such a (practice) test will - unless stipulated otherwise by Equans - take place on the premises of Equans.
The cost of said test shall be borne by Equans, on the understanding that:
- the cost of the hours spent on the actual test shall be borne by the Contractor if the Employee in question fails, in Equans's opinion, to achieve a satisfactory result on the test;
 - the cost of the hours spent on the actual test shall be borne by Equans if the Employee in question achieves, in Equans's opinion, a satisfactory result on the test;
- 34.9 During the activities, Equans shall be authorised to verify whether the Employees meet the requirements at all times. The Contractor shall be required to lend all cooperation to such verification. If the Employees do not meet the requirements set by Equans, the latter can take such action as it should deem appropriate including, but not limited to, denying the Employees concerned access to the location (work site).
- 34.10 Equans may request the Contractor to no longer deploy one or more of the Employees for the Deliverables under the Agreement for reasons which Equans will subsequently explain. Upon said request from Equans, Equans shall no longer have to pay compensation with respect to the Deliverables or parts thereof in which the said Employees were involved.

35. Required documents and/or permits

- 35.1 When using Employees who are nationals of a country within the European Economic Area (EEA), the Contractor must make sure that the requisite documents are provided to Equans in a timely manner, including at a minimum a colour copy of a valid ID document and a copy of an A1 certificate and/or a copy of a valid residence and work permit (if applicable). The documents and/or permits in question must be in Equans's possession 2 (two) weeks before the commencement of the Deliverable.
- 35.2 When using Employees who are nationals of a country outside the EEA, the Contractor and/or the relevant Employee must make sure that the requisite documents and/or permits to perform work in the Netherlands are provided to Equans in a timely manner, including at a minimum a colour copy of a valid ID document and a copy of an A1 certificate and a copy of a valid residence and work permit. The documents and/or permits in question must be in Equans's possession 2 (two) weeks before the commencement of the Deliverable.
- 35.3 Supplementary to Article 28.1 above, the following is stipulated:
- when personnel are provided by a registered provider of temporary workers, the employment agency must be in possession of a so-called "SNA certificate", or, in the absence of such certificate, detailed requirements to be imposed by Equans;
 - the Contractor must comply at all times with Dutch legislation on working times;
 - wages paid to the Employee must comply with the relevant Dutch requirements, including the legislation on minimum wages and regulations based on generally applicable and/or generally binding agreements between employers and employees (including Collective Agreements);
 - Equans may, in all reasonableness and fairness, impose additional requirements pertaining to labour law issues;

36. Working conditions and safety

- 36.1 The Contractor shall also bear responsibility for the working conditions and safety at work. The Contractor shall comply with all applicable legal requirements, additional requirements (including those of the Labour Inspection), regulations, contractual provisions and safety requirements in force on the site and/or other applicable regulations.
- 36.2 The materials, tools and equipment used by the Contractor (including, but not limited to hoisting and lifting gear, hoses and air hoses, lifts, ladders and scaffolding) must be visibly/demonstrably approved and meet all relevant requirements and must be kept in a good state of repair, as assessed by Equans.
In addition, for specific, risky activities (including hoisting), the Contractor must draw up a specific plan (for example a hoisting plan) and send it to Equans immediately.
- 36.3 The Contractor shall conduct a safety inspection at the work site on a monthly basis. The results of said inspection must be reported immediately to Equans. The Contractor shall attend the Toolbox meetings.

- 36.4 Employees who, in Equans's judgement, behave in an unsafe manner at work, must be removed from the site upon first such notice served by Equans. The Contractor shall ensure that such Employees are replaced immediately. If this should lead to loss and/or higher costs for Equans, the related costs incurred shall be reimbursed by the Contractor.
- 36.5 The Contractor shall immediately report unsafe situations to Equans, supported by facts (cause and effect). If this should lead to loss and/or higher costs for Equans, the related costs incurred shall be reimbursed by the Contractor.
- 36.6 In connection with the general health and safety obligations, the Contractor shall inter alia oversee and/or ensure the following:
- to regularly inform Equans about specific risks linked to the activities, e.g. by - prior to the start of works - producing a safety plan that includes a risk assessment (including a description of the preparations pertaining to the works to be carried out) and to subsequently update (including in the event of a scope change), a copy of which must be send immediately to Equans. The Contractor's safety plan must also be based on Equans's General Safety Plan. In addition, Task Risk Analysis (TRA) reports must be produced and send immediately to Equans. Activities in confined spaces may only be carried out after approval of the specific TRA by Equans and only in so far as the activities are included in the scope of the relevant authorisation;
 - provide lawful written and oral instructions and training (including the organisation of a kick-off meeting and weekly toolbox meetings) to its personnel with regard to potential risks and existing safety measures;
 - take part in all safety meetings organised by the project leader;
 - that its personnel shall correctly wear personal protective equipment at the workplace;
 - that all relevant personnel have the required competence and/or skill certificate (VCA for all Employees/VCA-VOL for supervisors and higher-ranked personnel)
 - that, at all times, in all (daily) activities, a (last-minute) Task Risk Analysis (TRA and/or LMRA) (at the workplace) is first carried out;
 - to coordinate its activities with the activities of Equans and the other contractors, by taking safety measures in order to prevent safety risks, and another in direct relation to the work permit(s);
 - at any request of Equans, to produce so-called Work Method Statements (WMS) and to send them immediately to Equans;
 - that when it calls upon Subcontractors, the latter must comply with all requirements set out in these General Terms and Conditions and other applicable requirements, failing which the Contractor will hold harmless Equans from any form of damage and/or any form of costs;
- Where appropriate, the Contractor may, in consultation with Equans, call on the safety department of Equans to ensure that its personnel know the applicable health and safety requirements.
- 36.7 Equans is entitled at all times to give the Contractor specific and/or supplementary safety instructions in respect of the Deliverable. Unless unreasonable, costs incurred in connection with such instructions shall be borne by the Contractor.
- 36.8 When the Contractor or its Employees and/or Subcontractors fail to comply with or do not fully comply with these requirements, Equans may itself, immediately and without termination or notice, take the appropriate measures at the expense of and in respect of the Contractor.

37. Permits and legal requirements

- 37.1 In its Proposal, the Contractor shall be deemed to be cognisant of and to have taken account of important national, provincial and/or municipal regulations, Utility Company and accredited classification agencies for the performance of the Order and/or Agreement.
- 37.2 The Contractor shall ensure that the Subcontractors are cognisant of all the regulations referred to in Article 37.1 and of all other conditions and provisions that the Contractor has to comply with pursuant to the Order and/or Agreement. The Contractor shall ensure in regard to Equans that its Subcontractors shall take account of and comply with all these regulations, conditions and provisions provided they pertain to the activities to be carried out by them.
- 37.3 The Contractor shall ensure that it is in possession of all permits and authorisations in a timely fashion required for the Deliverable in accordance with the scope of the relevant permits and that the Deliverable complies with the requirement of all permits.
- 37.4 The permit(s) must be present at the relevant workplace at all times. In addition, a representative of the Contractor must be appointed as the "permit holder". The permit holder must be capable of reading, understanding and communicating the content of the permit to the Employees. The permit holder is also required to actually communicate the content of the permit to the Employees.

38. Intervention in the activities

- 38.1 If, in Equans's judgement, the activities proceed in such a way that the stipulated duration for the completion of the Deliverable or a part thereof will be exceeded, or if the Deliverable is not carried out in accordance with the provisions of the Order and/or the Agreement and/or in accordance with the requirements of good practices, Equans shall inform the Contractor in writing.
- 38.2 If, in Equans's judgement, the Contractor has not taken measures within one week of receipt of the relevant notice referred to in Article 38.1 to recover the lost time or to comply with the aforementioned provisions and requirements within a short period of time, Equans shall, without prejudice to its other rights, and without judicial intervention, immediately take such measures as it should deem necessary, including the dismissal of the Contractor from performing activities and having said activities performed by Equans itself or by parties acting on its behalf. In such a case, the Contractor shall lend all cooperation to Equans and to said third parties.
- 38.3 All external or internal costs incurred by Equans in connection with the eventualities in Article 38.2 shall be borne by the Contractor who shall reimburse said costs immediately to Equans. Such costs shall include in the very least compensation for Equans for supervision as well as overheads.
- 38.4 Notwithstanding the events referred to in Articles 38.1 and 38.2 Equans shall be entitled to intervene in the activities immediately, without any exemption to the Contractor's liability, where and when, in Equans's judgement, such is necessary based on operating conditions, safety and/or legal regulations. Equans shall inform the Contractor of such intervention as promptly as possible.

39. Payment of contributions and taxes

- 39.1 The Contractor shall ensure that all legal obligations and other regulations concerning the Employees are timely fulfilled with regards to social security contributions and payroll taxes/payment of wages.
- 39.2 The Contractor is required to immediately produce, upon Equans's first request, any form of justifying documents pertaining to compliance with the requirements set out in Article 39.1. Equans reserves the right to impose other requirements in terms of information which the Contractor must provide to Equans so that Equans can ascertain whether the Contractor is compliant with the legal obligations and other regulations as mentioned in Article 39.1.
- 39.3 The Contractor shall hold harmless Equans against any claim by any third party pertaining to the circumstances described in Articles 39.1 and 39.2.
- 39.4 The Contractor undertakes, upon placement of the Order and subsequently upon every request, to submit to Equans the statement from the tax authorities and the relevant industrial insurance board attesting, to Equans's satisfaction, that the social insurance premiums and/or payroll taxes have been fully and correctly paid and/or in this connection that a correct and complete declaration has always been submitted.

40. Chain Liability Act

- 40.1 Without prejudice to the provisions of Article 39, the Contractor shall keep records in such a way that the actual labour costs can be determined per project. Equans shall be entitled to peruse said record at all times. The Contractor shall mention the actual labour costs on every invoice.
- 40.2 With due regard of the provisions of Article 14, Equans shall deposit fifty percent (50%) of the actual labour costs on the Contractor's G-account.
- 40.3 If the "VAT transfer regulation" is applicable to the Agreement, the Contractor shall mention it on every invoice.

41. Delivery/Acceptance

- 41.1 The Deliverable shall be considered delivered/accepted when the Contractor has informed Equans in writing that the Deliverable has been completed and Equans has approved and accepted the Deliverable. The approval and acceptance shall be carried out by means of a completion report. Commissioning and/or use is not the same as delivery. If and where appropriate the delivery will be granted under the suspensive condition of the delivery of the performance by the principal of Equans.
- 41.2 Minor defects that can be repaired within the guarantee period and which do not affect the operability of the Deliverable shall not hinder the delivery/acceptance.
- 41.3 Delivery/Acceptance shall not discharge the Contractor of its liability for defects affecting the Deliverable that could not reasonably be detected at the time of delivery/acceptance and/or any other obligations incumbent upon the Contractor based on any form and period of guarantee.
- 41.4 The risk of the Deliverable shall be transferred to Equans only after the delivery/acceptance.

42. Non-solicitation

- 42.1 The Contractor and Equans shall, for the term of the Order and/or Agreement and for one (1) calendar year after the expiry thereof, refrain from recruiting each other's personnel in any way.
- 42.2 Exemptions from the provisions of Article 42.1 may be made only if agreed in writing by and between the parties.