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# Fugro Global Procurement-Standard Purchase Terms and Conditions

## **INTRODUCTION:**

The Fugro Global Procurement - Standard Purchase Order Terms and Conditions apply to all such transactions whereby a purchase order is raised to procure goods, services and/or rental for/ on behalf of Fugro. This Standard Purchase Order Terms and Conditions shall apply automatically with any purchase order raised by any Fugro entity and particularly in absence of any specific supplier agreement. If such a specific supplier agreement is entered into by the Parties, the terms of that supplier agreement shall take precedence over these Standard Purchase Order Terms and Conditions, save and except where specifically mentioned that the Standard Purchase Order Terms and Conditions shall take precedence.

**In transactions and/or collaborations where development/innovation of (including but not limited to) goods, services, software or technology is involved and/or sensitive personal data is being shared between the contracting Parties, it is strongly recommended to enter into a specific supplier agreement for such transactions and/or collaborations. These Standard Purchase Terms and Conditions are generic and may not capture all the nuances of a unique transaction.**

**PART A: STANDARD GENERAL CONDITIONS** - Applicable to all Contracts for the supply of Goods, Services, Rental Items and SaaS

**PART B: GOODS CONDITIONS** - Applicable to Contracts for the supply of Goods, whether in conjunction with the supply of Services, SaaS or Rental Items or otherwise.

**PART C: SERVICES CONDITIONS** - Applicable to Contracts for the supply of Services, whether in conjunction with the supply of Goods, SaaS or Rental Items.

**PART D: RENTAL CONDITIONS** - Applicable to Contracts for the supply of Rental Items, whether in conjunction with the supply of Goods, SaaS or Services.

**PART E: SOFTWARE AS A SERVICE (SaaS) CONDITIONS** - Applicable to all Contracts for the supply of a software and/or application as a Service, whether in conjunction with the supply of Goods, Services or Rental Items.

## PART A: STANDARD CONDITIONS

The conditions of this Part A apply to all Contracts for the supply of Goods, Services, Rental Items and SaaS in addition to any other terms and conditions of the Contract.

### 1. DEFINITIONS

“**Affiliate**” means, in relation to any Party, a business entity:

- (a) in which a Party owns directly or indirectly 50% or more of the equity;
- (b) which owns directly or indirectly 50% or more of the equity of the Party;
- (c) of which 50% or more of the equity is owned by a common parent company; or
- (d) which a Party has the responsibility to operate and control, or to provide management and operational services.

“**Background Intellectual Property**” means any pre-existing Intellectual Property that is owned by a Party to the Contract which is in existence before the commencement of the Contract and which that Party is free to disclose to the other Party without being in breach of any obligations to a third Party.

“**Claim**” means any cost, demand, legal proceedings, claims, actions, fines, penalties, obligation or liabilities of any nature, including legal costs on a full indemnity basis, arising under any statute or in equity or at common law or otherwise at law of whatsoever nature.

**"Fugro"** means the entity issuing the Purchase Order.

**"Fugro Group"** means Fugro, Fugro's client (always with respect to the work for which the Contract is relating, if any), Fugro's subcontractors and suppliers of any tier (always excluding any member of the Supplier Group), its and their respective parents, subsidiaries and Affiliates, agents, representatives, employees, directors, officers and/or assigns.

**"Consequential Loss"** means loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), any losses or damages which are not immediately and directly caused by the relevant act or omission, in each case whether direct or indirect to the extent that these are not included in this definition and whether or not foreseeable at the effective date of the Contract.

**"Contract"** means the contract comprising the Purchase Order and these conditions.

**"Supplier"** means the person named as the supplier of the Goods, Services, Rental Items or SaaS in the Contract and includes as appropriate the Supplier's Affiliates, heirs, executors, administrators, successors, and permitted assigns.

**"Supplier Group"** means the Supplier, the Supplier's subcontractors and suppliers of any tier, its and their respective parents, subsidiaries and Affiliates, agents, representatives, employees, directors, officers and/or assigns.

**"Completion Certificate"** means the certificate or certificates issued by Fugro denoting that the Work have been completed and handed over to Fugro in accordance with the requirements of the Contract.

**"Contract Price"** means the price of the Goods and/or the charge for the Services or Rental Items or SaaS.

**"Defect"** means any part or aspect of the Goods, Services, Rental Items or SaaS which is not in compliance with the requirements of the Contract.

**"Defects Liability Period"** means the period determined in accordance with Clause 56.

**"Delivery Date"** means the date stipulated in the Contract for delivery by Supplier of the relevant Goods or Services.

**"Goods"** means each and every article or thing or any part thereof described in the Contract to be purchased by Fugro.

**'Good Engineering and Operating Practices**, or GEOP, means the efficient, economical and safe methods and practices customarily used in activities similar to the activities being undertaken under this Contract and that degree of diligence and prudence reasonably and ordinarily exercised by an experienced Supplier engaged in similar activity under similar circumstances and conditions, in accordance with the common industry standards prevailing at the time the Contract was entered into by Supplier.

**"Intellectual Property"** means any invention, patent or application for a patent, design (registered or unregistered), trademark (registered or unregistered), name, copyright, circuit layout, trade secret, know-how, proprietary information or other right in respect of any information, process, work, material or method.

**"Legal Requirements"** means present and future obligations arising under (a) applicable laws, statutes, regulations, by-laws, orders, ordinances, proclamations and decrees; (b) the terms and conditions of any applicable Government approvals; and (c) any binding requirement, direction or order of a Governmental agency.

**"New Intellectual Property"** is defined in clause 16(c).

**"Purchase Order"** means the document headed as such and describing the Goods, Services, Rental Items or SaaS to be supplied, to which these Conditions are attached.

**"Representative"** means either the Fugro Representative or the Supplier's Representative as the context requires.

**"Rental Items"** means each and every article or thing or any part thereof described in the Contract to be rented by Fugro.

**"Services"** means the services described in the Contract and includes the performance of all incidental or other work or services, and the provision of all materials, deliverables, software, consultancy services and equipment, necessary to allow or assist the performance of the Services.

**"Specification"** means that part of the Contract consisting of a written technical description of materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods or Services, together with any subsequent modification or addition thereto as may be approved in writing by Fugro.

**"Software as a Service"** or SaaS means the software and/or software application hosted services that the Supplier provides to Fugro. The SaaS-Service includes all software, hardware and communications necessary for Supplier to make the SaaS-Service available and includes any and all updates thereof. For the avoidance of doubt, the SaaS-Service does not include Fugro's hardware used to access and make use of the SaaS-Service.

**"Work"** means the provision of Goods or Services or Software as a Service in accordance with the terms of the Contract.

## 2. INTERPRETATION

The Contract may include the terms "as allowed", "as approved", "as directed" or terms of like effect or import to authorise professional judgment by Fugro or its Representative. In addition, the adjectives "reasonable", "suitable", "acceptable", "proper", "satisfactory", or adjectives of like effect or import are used to describe an action or determination of Fugro Representative in respect to the Goods, Services, Rental Items and SaaS. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Goods, Services, Rental Items and SaaS for compliance with the requirements of and information in the Contract and conformance with the design concept of the completed Service/Work as a functioning whole fit for its intended purpose. The use of any such term or adjective shall not be effective to assign to Fugro Representative any duty or authority to supervise or direct the furnishing of Goods, Services, Rental Items and SaaS or any duty or authority to undertake responsibility contrary to any other provision of the Contract. Unless stated otherwise in the Contract, words or phrases which have a well-known technical, industry or trade meaning are used in the Contract in accordance with such recognized meaning. The word "non-conforming" when modifying the words "Goods" or "Services" or "Rental Items" or "SaaS", refers to Goods, Services, Rental Items and SaaS that fail to conform to the Contract or is fit for its intended purpose.

## 3. INDEPENDENT SUPPLIER

The Supplier is an independent supplier and must exercise independent control, management and supervision in the performance of the Contract. The Supplier is not Fugro's agent in any way. The Supplier's personnel will not under any circumstances be considered employees of Fugro for any purpose.

## 4. ASSIGNMENT

- (a) The Supplier may not assign the Contract or any part of it without Fugro's prior written consent.
- (b) Fugro may assign the Contract or any part of it and must, within a reasonable time thereafter, give notice of such assignment to the Supplier.

## 5. SUBCONTRACTING

The Supplier must not, without Fugro's prior written approval, subcontract any part of the Contract.

## 6. RATES AND PRICES

- (a) In consideration for the Supplier's performance of its obligations under the Contract, Fugro will pay the Supplier the rates or prices specified in the Contract. The rates or prices specified in the Contract will be the sole consideration payable to the Supplier for the performance of the Contract.
- (b) No increase in price may be made (whether or account of increased material, labour or transport costs, fluctuations in rates of exchange or otherwise) without the prior written consent of Fugro.

## 7. INVOICING AND PAYMENT

- (a) The Supplier must forward an invoice in a form satisfactory to Fugro to "Accounts Payable" at Fugro's address for payment of invoices on the Contract.
- (b) Fugro may require that the Supplier furnish satisfactory documentary evidence of the validity of an invoice and any amounts claimed in an invoice.
- (c) Unless otherwise stated, the Supplier shall be entitled to render an invoice upon completion of the work.
- (d) Fugro shall pay the undisputed amount of each correct and substantiated invoice within sixty (60) days from the end of the month following the month when the Supplier's invoice is received.
- (e) Fugro shall be entitled to set off against the invoiced amounts any sum owed to Fugro by the Supplier or any portion of the invoiced amounts that is disputed.

## 8. ASSOCIATED COSTS

Except as otherwise provided in the Contract, the Supplier will be responsible for all costs, expenses and liabilities incurred by the Supplier in connection with the supply of the Goods, Services, Rental Items and SaaS.

## 9. FREE ISSUE MATERIALS

- (a) Title in all free issue materials or items shall remain with Fugro at all times and must only be used for the purpose of the Contract.
- (b) The Supplier shall, on completion or earlier termination of the Contract, return to Fugro all free issue materials and items which is in the Supplier's possession, care, custody or control.
- (c) Risk of the free issue material or items shall remain with Supplier whilst the free issue materials or items are in the possession, care, custody or control of the Supplier and Supplier shall indemnify Fugro Group against all loss or damage to the free issue materials or items.

## 10. CHANGES

The Supplier must promptly comply with any notice from Fugro at any time to add to or delete from anything to be provided under the Contract. The Purchase Order value shall be adjusted by an amount reasonably determined by Fugro in accordance with the rates and pricing contained in the Purchase Order, if and insofar as such rates and pricing can be reasonably applied to the Goods, Services, Rental Items and SaaS. Where existing rates and pricing cannot reasonably be applied, then the Supplier shall provide reasonable rates and pricing for Fugro's consideration.

## 11. TAXES

- (a) The rates or prices specified in the Contract include all taxes unless otherwise specified herein.

- (b) Supplier will comply with all Legal Requirements relating to taxation agrees to protect, indemnify, and hold FUGRO harmless from any and all claims or liability for taxes, dues, fees and charges assessed or levied by the local Laws and Regulations or any foreign government against the Supplier.
- (c) If Fugro is required by Legal Requirements to make withholdings or deductions from payments otherwise due to Supplier, then Fugro may do so, and the amount so withheld will be deemed to have been paid to Supplier.
- (d) Unless shown otherwise, all charges and amounts payable by one Party to another under the Contract are stated exclusive of GST or their equivalent. For each taxable supply the Supplier will be entitled to charge Fugro for any GST or equivalent of GST, payable subject to the following:
  - 1. The Supplier must provide a valid tax invoice (or a valid adjustment note) to the recipient in respect of the taxable supply, and will include in the tax invoice (or adjustment note) the particulars required by the GST or equivalent of GST laws of the country of registration of Fugro. Fugro is not obliged to pay the GST or equivalent of GST unless and until Fugro has received a tax invoice (or an adjustment note) for that supply.
  - 2. If the actual GST or equivalent of GST liability of the Supplier differs from the GST or equivalent of GST paid by Fugro, the Supplier will promptly create an appropriate valid adjustment note, and Fugro will pay to the Supplier any amount underpaid, and the Supplier will refund to Fugro any amount overpaid.
  - 3. If any Party is entitled to payment of any costs or expenses by way of reimbursement or indemnity, the payment must exclude any part of that cost or expense which is attributable to GST or equivalent of GST for which that Party or the representative member of any GST or equivalent of GST group of which that Party is a member is entitled to an input tax credit.

## 12. LIQUIDATED DAMAGES FOR DELAY

If the Goods are not delivered or the Services are not performed by or on the Delivery Date then, without prejudice to any other remedy, Fugro shall be entitled to deduct from the amount payable from the Contract Price (or if Fugro has paid the Contract Price, to claim from the Supplier) by way of liquidated damages for delay a sum calculated at 0.5% of the Contract Price for every day or part thereof of delay, until Fugro obtains supply or Supplier completes the Services. Fugro shall be entitled to set off the aforesaid amount from the Contract Price payable to the Supplier.

## 13. INDEMNITIES

- (a) The Supplier will be liable for and will indemnify and hold harmless and defend Fugro Group against any Claim in respect of:
  - 1. injury to (including illness and disability), or death of any persons; and
  - 2. loss or destruction of or damage to or loss of use of any property; and
  - 3. pollution or environmental damage; and
  - 4. the infringement of any Intellectual Property Rights of a third Party ("Infringement Claim")
  - 5. Supplier's failure to comply with all Legal Requirements.
 arising as a result of the Supplier's performance of the Purchase Order, except that the Supplier's liability to indemnify Fugro as aforesaid shall be reduced proportionately to the extent that it has been caused or contributed to by the wilful default or unlawful or negligent act or omission of Fugro.
- (b) Notwithstanding clause 13(a), the Supplier shall indemnify and hold harmless Fugro Group, against any claim in respect of:
  - 1. injury to (including illness and disability), or death of an employee of the Supplier Group;
  - 2. loss or destruction of or damage to or loss of use of any property owned, leased or hired by the Supplier Group, regardless of cause and notwithstanding the negligence or breach of duty of Fugro Group.

## 14. INSURANCE

- (a) Supplier will take out and maintain all insurances required by Legal Requirements and in addition the following insurances:

- 1.a policy of public liability insurance providing cover in respect of personal injury, death and damage to property with a minimum limit of indemnity of (or equivalent of) €5,000,000 for any one claim or series of claims arising out of any one event;
  - 2.a policy of employer's liability insurance providing at least the minimum cover required by law; and
  - 3.a policy of product liability insurance (in respect of Goods) and/or a policy of professional indemnity insurance (in respect of Services), each providing a minimum limit of indemnity of (or equivalent of) €5,000,000 for any one claim or series of claims arising out of any one event; and
  - 4.any additional insurance required by any applicable law.
- (b) In addition to the insurances to be obtained by the Supplier pursuant to clause 14(a), the Supplier may obtain such additional insurances at its own cost as it deems necessary to cover its liabilities that it has assumed under this Contract.
  - (c) Supplier will at the request of Fugro provide for inspection copies of all insurance policies and certificates of currency in respect of the insurances required to be taken out by Supplier.
  - (d) All insurances required shall name Fugro Group as additional insured, contain a principal's indemnity extension (where possible) and be endorsed to provide that underwriters waive any rights of recourse, including in particular subrogation rights against Fugro Group. Such insurance shall also where possible, provide that Fugro shall be given not less than thirty (30) days' notice of cancellation of or material change to cover.
  - (e) The effecting and maintaining of insurance as required under this clause does not affect or limit the obligations and responsibilities of the Supplier under the Contract, including Supplier's indemnity obligations under clause 13(a) and (b).

#### 15. EXCLUSION OF CONSEQUENTIAL LOSS

Fugro will not be liable to any other Party's Consequential Loss.

#### 16. INTELLECTUAL PROPERTY

- (f) All rights, interest in and title to Background Intellectual Property shall vest in the owner of the Background Intellectual Property. To the extent that it is applicable, each of the Parties grants to the other a royalty-free, non-exclusive, non-transferable right to use Background Intellectual Property for the Goods, Services, Rental Items and SaaS.
- (g) All Intellectual Property and related proprietary information created under or arising out of the Work (New Intellectual Property) will vest in Fugro as soon as the preparation, production or creation thereof commences.
- (h) To the extent that clause 16(c) does not vest ownership of any New Intellectual Property in Fugro, the Supplier assigns all right, title and interest in such New Intellectual Property to Fugro.
- (i) Fugro grants to the Supplier a royalty free, nonexclusive, non-transferable licence to use the New Intellectual Property for the sole purpose of performing its obligations under this Contract. The licence will endure until the termination or expiration of this Contract.
- (j) The Supplier warrants to Fugro that:
  - 1.Supplier is entitled to use the Background Intellectual Property and that Supplier has the ability and has taken the necessary actions to allow Fugro to use it;
  - 2.the design, engineering, construction and other activities associated with the Goods, Services, Rental Items and SaaS will not infringe the Intellectual Property rights of any person and will not result in any royalties, fees or other amounts becoming payable for or relating to the use of Intellectual Property; and
  - 3.Supplier will release and indemnify Fugro in respect of any claim based on any breach or alleged breach of any Intellectual Property in connection with the Goods, Services, Rental Items and SaaS.

#### 17. FUGRO PROPERTY

- (a) All materials, drawings, data, tools, special dies, moulds, patterns, jigs and other equipment furnished by Fugro to Supplier ("Fugro Materials") and any replacements of such items shall remain the property of Fugro and shall only be used by Supplier for the purposes of fulfilling its obligations under the Contract.

(b) Supplier shall:

1. keep Fugro Materials in safe custody at its own risk;
2. whenever Fugro Materials are not in Fugro's physical possession, at its own expense keep Fugro Materials insured against loss or damage for an amount equal to their replacement value and in the joint names of Supplier and Fugro, and shall provide Fugro with a copy of the insurance policy upon request;
3. maintain Fugro Materials in good order and condition;
4. store Fugro Materials separately from Supplier's property and plainly identified as being the property of Fugro;
5. not dispose of or use Fugro Materials other than in accordance with Fugro's written instructions or authorisation; and
6. forthwith upon Fugro's request at any time deliver up to Fugro all Fugro Materials.

#### 18. RIGHT TO USE SOFTWARE

If applicable, Supplier must provide to Fugro all software required for the Goods, Services, Rental Items and SaaS, including product name, version and supplier or reseller contact information to enable Fugro to ensure that it has the right to use the software.

#### 19. CONFIDENTIALITY AND INFORMATION SECURITY

- (a) The Supplier must keep secure and must not without Fugro's prior written consent divulge or communicate to any person any information in whatever form:
1. as to the contents, operation or performance of the Contract, any information which may come to its knowledge in the course of performing the Contract as to the operations, business dealings or financial affairs of Fugro; and
  2. any technical information, know-how, data, inventions, trade secrets, formulae, graphs, drawings, designs, and other related information relating to Fugro.
- (b) The obligations imposed by this clause survive the expiration or termination of the Contract.
- (c) The Supplier must not without Fugro's written consent use the name, trademark, logo, symbol or image of Fugro, or make any media publicity releases or announcements concerning the subject matter of the Contract.

#### 20. DATA PROTECTION

Both Parties shall ensure that they treat the personal data received from the other in accordance with the requirements of the General Data Protection Regulation (2016/679/EU) and any other applicable Legal Requirements. More in particular, Parties shall not process, transfer, modify or amend the data received from the other Party, nor use it for any other purpose than for the purpose it has been disclosed. Both Parties shall treat any personal data as confidential, limit access only to those persons who need access to the data, and shall not store or save the personal data any longer than necessary to carry out the purposes for which the data was disclosed to that Party. To the extent Supplier processes personal data on behalf of Fugro, parties shall enter into a Data Processing Agreement.

#### 21. LOCAL INDUSTRY PARTICIPATION POLICY (IF APPLICABLE)

The Supplier must inform itself of Fugro's Local Industry Participation Policy and accompanying guidelines as published from time to time and must reflect the policy and such guidelines in its subcontracting and purchasing strategies.

#### 22. LEGAL REQUIREMENTS

In performing any work under the Contract, the Supplier will observe and comply with all Legal Requirements in its area, location, country of its performance. If any part of this Contract is in conflict with any local laws/ Legal Requirements, the Supplier must immediately bring it to the notice of Fugro and work towards a mutual remedy and/or solution.

#### 23. BUSINESS ETHICS

- (a) The Supplier must not, and must ensure that its subcontractors and personnel do not, in connection with the Contract, either directly or indirectly offer or give or agree to give to any person in the service of Fugro any gift or consideration of any kind as an inducement or reward for any act or omission of that person or another in relation to the obtaining or execution of this or any other contract with Fugro.
- (b) Fugro conducts its business under the Fugro Code of Conduct which explains the fundamental way in which Fugro strives to conduct its business, always and anywhere and under any circumstances. Supplier accepts and agrees to be bound by Fugro's Code of Conduct and Supplier and Partner Code of Business Principles (together the Codes) available at [www.fugro.com](https://www.fugro.com) (<https://www.fugro.com/about-fugro/corporate-governance/codes-and-regulations>) The Fugro's Supplier and Partner Code of Business Principles are integral part of this contract.
- (c) Supplier acknowledges the Codes and will perform the Purchase Order in full compliance with the Codes.
- (d) Supplier's failure to abide by the Codes shall be considered a fundamental breach of the Purchase Order.
- (e) The Supplier will ensure that the requirements of this clause form part of or are otherwise imposed on any Party from which products or services are procured, including the obligation to impose such terms on any subcontractor.
- (f) The Supplier shall provide, upon request by Fugro, written certification that the Supplier has complied with the provisions of this clause.

#### 24. HEALTH, SAFETY, SECURITY AND THE ENVIRONMENT

- (a) The Supplier shall observe and comply with Fugro's health, safety, security and environment policy, regulation and procedures (collectively referred to as 'Fugro HSSE') as amended from time to time which may be obtained from a Fugro Representative and/or accessible on <https://www.fugro.com/about-fugro/group-overview/health-safety-security-and-environment>.
- (b) Fugro may require the Supplier's personnel and/or Supplier Representative to undergo mandatory Fugro HSSE training prior to accessing any Fugro premises onshore and offshore. Without completing the Fugro HSSE training, Fugro may reject permission for such Supplier personnel and/or Representative to gain entry/access to Fugro premises. Any delay caused by such non-compliance shall directly be considered as a delay on the Supplier's obligation of this Contract.
- (c) Supplier shall ensure that its personnel, at all times, observe and comply with all relevant statutory obligations regarding health and safety at work, environmental protection, working conditions and any other work specific instructions. Any negligence to conform to such standards, shall be solely and wholly remedied by the Supplier at its own cost and risk. As a minimum requirement, the Supplier should meet the requirements of ISO 9001 (Quality Management), ISO 45001/OHSAS 18001 (Occupational Health and Safety), ISO 14001 (Environmental Management) and ISM codes (International Management Code for Safe Operation of Ships) or any such comparable regulatory standards.
- (d) Fugro retains the right to audit the Supplier on its compliance and adherence to the such minimum health, safety and environmental standards as mentioned above in Clause 24(c).
- (e) Fugro HSSE Management System has six mandatory focus areas for all levels of the organisation to identify HSSE needs, determine key objectives and allocate resources to keep improving HSSE performance. The system also drives the development, improvement and application of a mandatory integrated management system at country organisation and business unit levels, which applies to all Fugro activities. Fugro expects the Supplier to conform to comparable HSSE management standards.

#### 25. EXPORT CONTROLS

- (a) Supplier shall acquire, obtain (validly) and maintain any government or other regulatory body licences, permits or approvals (as the case may be), including any export license, necessary required to be obtained for Fugro as the end user of the Goods and/or Services in the territory where the such Goods/Services will be used by Fugro.
- (b) Supplier agrees to conduct its operations hereunder in compliance with all applicable governmental laws, rules and regulations, including, but not limited to, any existing or newly introduced UN, US, UK or EU embargoes, sanctions or export control regulations restricting sales and transfers to other countries and Parties of commodities, software or technical data.
- (c) Supplier shall upon request from Fugro provide written certification that Supplier has complied with all such laws.



- (d) Notwithstanding anything to the contrary included elsewhere in the Contract and these Conditions the Contract and/or Order Form can immediately be terminated by Fugro, without any liability for Fugro, if the Contract puts Fugro in breach of any existing or newly introduced UN, US, UK, EU or other foreign embargoes, sanctions or export control regulations (together "Sanction Limitations"). Fugro determines in its sole discretion that it is unable to commence proceed or continue with any part of the contract for reasons related to Sanction Limitations.
- (e) If a payment due from the Supplier under the Contract and/or Order Form is subject to tax (whether by way of direct assessment or withholding at its source), Fugro shall be entitled to receive from Supplier such amounts as shall ensure that the net receipt, after tax, to Fugro in respect of the payment is the same as it would have been were the payment not subject to tax.

## 26. TERMINATION

- (a) Fugro may terminate the Contract by giving fifteen (15) days' written notice to Supplier without incurring any liability to the Supplier for any compensation or payment of moneys except what is properly due for that part of the Contract properly performed up to the date of service of the notice.
- (b) If the Supplier defaults in or breaches any of its obligations pursuant to the Contract, Fugro may by notice and without prejudice to any of its other rights, do any or all of the following:
  - 1.reject any Goods;
  - 2.require the Supplier, at its own expense, to do all things necessary to remedy any Defect within a reasonable period determined by Fugro; or
  - 3.terminate all or any part of the Contract,

and Fugro will not be liable to pay the Supplier any damages, compensation or reimbursement for any work or service performed or expense incurred by the Supplier after the date of termination or any cost, charge or expense or loss of profit or other economic loss of any kind arising from or consequent upon such termination. Further, Supplier must reimburse Fugro for any costs incurred by Fugro in connection with any Defect, including the cost of Fugro remedying the Defect or having a third Party remedy the Defect if the Supplier does not do so.

- (c) Fugro shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:
  - 1.the Supplier makes a voluntary arrangement with its creditors or (being a company) becomes subject to an administration order, judicial management, scheme of arrangement or goes into liquidation; or
  - 2.any material change occurs in the management, ownership or control of the Supplier; or
  - 3.an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Supplier; or
  - 4.the Supplier ceases, or threatens to cease, to carry on business; or
  - 5.Fugro reasonably apprehends that any of events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

## 27. FORCE MAJEURE

- (a) Neither Party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that Party, including but not limited to: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) the spread or threatened spread of a viral or bacterium (novel or otherwise) outbreak or the mitigation thereof, including, without limitation, (i) the advice, order or other decision or instruction of the World Health Organisation or any other (non-) governmental authority or any change in law, customs, licenses or consents in any jurisdiction, (ii) a decision or measure by Fugro or Supplier on the basis of its health and safety policies or duty of care towards its employees, (iii) a failure of a sub-contractor or supplier of Supplier to deliver services, good and/or equipment in relation to the Contract, or (iv)

restrictions on trade or movement of goods, services or people ("Global Outbreak"); (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; and (f) collapse of buildings, fire, explosion or accident (collectively an "Event").

- (b) For the avoidance of doubt, and notwithstanding the above, the existence of measures in place to combat a Global Outbreak as at the date of the Contract and/or Order form shall not constitute Force Majeure. Where additional measures are imposed by any authority, and on condition and to the extent that these impede or prevent the Contractor's performance of the Agreement, these shall constitute a Force Majeure.
- (c) If Supplier is prevented or delayed from or in commencing or performing any of its obligations under the Contract and/or Order Form by an Event occurring at any time, subsequent to the conclusion of the Contract and/or Order Form, then it shall forthwith, but no later than two (2) business days following such Event, notify Fugro thereof and of the likely impact to those of its obligations, including the effect on the Prices and the scope and timeline of the Delivery Date of the Goods and/or performance of the Services.
- (d) Notwithstanding Clause 27.(e) and subject to Supplier using reasonable endeavours to continue compliance with its obligations under the Contract (and relevant Purchase Order), in so far as reasonably practicable, the time for performance by Supplier of those obligations in the case of a Global Outbreak Event shall be extended by a period reasonably required by Supplier to perform in terms of the Contract having regard to the delay caused by the Event.
- (e) Where the period of delay or non-performance caused by an Event continues for four (4) weeks, Fugro may terminate this agreement by giving five (5) days' written notice to the affected Party.
- (f) The Parties shall implement any changes to the Prices, the Goods, Services, Rental Items or SaaS as a result of an Event with mutual discussion.
- (g) Supplier shall pay Fugro any additional costs reasonably incurred by Fugro in connection with a delay as a result of an Event.
- (h) Notwithstanding anything to the contrary in the Contract, Fugro shall not be liable for any costs, damages, liabilities or other losses, incurred by Supplier resulting, directly or indirectly, from an Event.

## 28. SEVERABILITY & WAIVER

- (a) If any provision of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provision of the Contract and the remainder of the provision in question shall not be affected thereby.
- (b) No waiver by Fugro of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

## 29. GOVERNING LAW

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of Singapore<sup>1</sup> and the Parties irrevocably submit to the exclusive jurisdiction of the competent courts of Singapore and the proceedings shall be conducted in English language, except that nothing in this Clause 29 shall limit the right of Fugro to take proceedings (including enforcement proceedings) against Supplier in any other court of competent jurisdiction.

## 30. DISPUTES

- (a) In the event of any dispute, controversy or claim arising out of or relating to this Contract, the Parties agree to resolve it amicably and in good faith within a period of ninety (90) days from the first formal notice of the dispute.

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<sup>1</sup> Please change to local jurisdiction only upon consultation with your local legal team and/or Regional Head of Legal.

- (b) In the event that a resolution to the dispute cannot be reached amicably within the said period of ninety (90) days, either Party may commence legal proceedings as provided in Clause 29.

### 31. REPRESENTATIVES

Fugro and Supplier will each appoint a representative for the purpose of liaising with the other Party, and will notify the other Party of its appointed representative. Each Party's representative will have the authority to legally bind that Party in matters arising under the Contract.

### 32. ENTIRE AGREEMENT AND VARIATION

The Contract constitutes the entire agreement between the Parties and supersedes all previous negotiations and communications as well as any other previous or future terms and conditions proposed or put forwards by the Supplier. The Contract may only be varied by written agreement between Fugro and Supplier.

### 33. ACCEPTANCE

- (a) The Contract is considered binding upon Supplier's acceptance of the Purchase Order.
- (b) Acceptance of the Purchase Order occurs only upon Supplier signing and returning the Purchase Order to Fugro without any amendments or qualifications within 7 days of receipt by Supplier.
- (c) Failure by Supplier to accept the Purchase Order will result in the Purchase Order being deemed null and void and Fugro will be free to engage and procure the Goods, Services or Rental Items contemplated under the Purchase Order from another supplier without liability of any kind to Supplier or any obligation to compensate or indemnify Supplier.

### 34. RIGHTS OF THIRD PARTIES

The Parties intend that no provision of the Contract shall, by virtue of any Legal Requirement and/or local laws including any revisions or amendments thereto, confer any benefit on, nor be enforceable by any person who is not a Party to the Contract.

### 35. NOTICES

- (a) All notices in respect of the Contract shall be given in writing and delivered by hand, by courier or by electronic communication (e-mail) to the relevant addresses specified by the Parties and copied to such other office or offices of the Parties as shall from time to time be nominated by them in writing to the other.
- (b) Such notices shall be effective:
1. if delivered by hand, at the time of delivery;
  2. if sent by courier, at the time and date recorded on the delivery receipt.  
if sent by electronic communication (e-mail), at the time when the electronic communication reaches the electronic address designated by the addressee.

### 36. BREXIT

- (a) For the purpose of this Clause "Brexid Change" shall mean any change resulting directly or indirectly from the United Kingdom (regardless of countries comprising the United Kingdom at such date) ceasing to be:
1. a member state of the European Union; or
  2. a member of the European Economic Area; and/or
  3. a member of the European Union Customs Union,
- (b) and which impacts upon the Contract. Such change may include, but is not limited to, in any jurisdiction, any change of law, taxes, custom duties, tariffs, levies, charges or fees, licences or consents, any adverse change in prices, currency or exchange rates or any restriction on trade or the movement of goods, services or people.

- (c) Supplier shall in its rates, schedule and prices take account of the potential impacts of any Brexit Change and shall carry the risk of any Brexit Change. For the avoidance of doubt, Supplier shall not be entitled to claim any adjustment to the prices or the delivery schedule for the Goods or Services as a result of a Brexit Change, provided that if Fugro may, in its sole discretion agree to accept an adjustment to the delivery schedule where reasonable in the circumstances.
- (d) In the event that Fugro in its sole discretion determines that a Brexit Change will have a significant detrimental impact on the Contract, Fugro may elect to terminate the Contract in accordance with Clause 26

## PART B: GOODS CONDITIONS

### 37. APPLICATION OF THIS PART

To the extent that the Contract is for the supply of Goods, whether in conjunction with the supply of Services or Rental Items or SaaS or otherwise, the conditions of this Part B apply in addition to any other terms and conditions of the Contract.

### 38. BASIC ARRANGEMENT

The Supplier shall supply the Goods, and Fugro shall pay the Supplier for the Goods supplied, in accordance with and to the standard required by the Contract.

### 39. THE GOODS

- (a) The Supplier is responsible for the delivery and all costs associated with the delivery including insuring the Goods prior to transportation at its own cost to Fugro's premises or such other location that is specified in the Contract.
- (b) If the Goods are manufactured/produced/fabricated on Fugro's requirement as per Fugro's Specifications, the Supplier must conform to those unit numbers ordered by Fugro. Fugro releasing a Completion Certificate does not release the Supplier of its accrued rights and liabilities under this Agreement.
- (c) Any installation of the Goods by the Supplier will be subject to the provisions of Part C - Service Conditions.
- (d) The Goods must be new, of the best quality and workmanship, free from faulty design and Defects, suitable for the purpose intended and conform to the Contract requirements and any applicable local or International standards including the International Standards Organisation (ISO).
- (e) The Supplier must furnish all engineering and other data in accordance with and within the time stated in the Contract.
- (f) The Goods shall be marked in accordance with Fugro's instructions and any applicable regulation or requirement of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition.
- (g) A packing / delivery note quoting the number of the order and stating description and quantity of Goods must accompany each delivery or consignment of the Goods and must be displayed prominently.
- (h) When the Supplier despatches the Goods, the Supplier shall at the same time send by post duplicates of all relevant advice notes, release notes and invoices.
- (i) Fugro shall be entitled to reject the Goods delivered which are not in accordance with the Contract, and Fugro shall not be deemed to have accepted any Goods until Fugro has had a reasonable time (in no event less than 14 days) to inspect them following delivery or, if later, within a reasonable time (in no event less than 10 days) after any latent defect in the Goods has become apparent.
- (j) Fugro shall not be obliged, whether or not the Goods are accepted by Fugro, to return the packaging or packing material to the Supplier, save when the Supplier has prior to the Goods being despatched requested and agreed to meet the cost of doing so.

### 40. TIME

- (a) Time is of the essence for the delivery of Goods as specified in the Contract.

- (b) If it ever appears that the time for delivery of the Goods will not be met, the Supplier must immediately notify Fugro of any anticipated delay, with complete information regarding the cause and the earliest possible delivery date. In such event, Fugro may (without prejudice to any other rights) terminate all or any part of the Contract.

#### 41. RISK, TITLE AND PROPERTY

Title to and property in the Goods immediately passes to Fugro as dictated in the agreed Incoterms clause 43. The Supplier guarantees that the Goods will be delivered free and clear of any liens or other encumbrances of any type.

#### 42. INSPECTION AND TESTING

- (a) A Fugro Representative is entitled to expedite, inspect and witness tests on the Goods at the Supplier's and any subcontractor's premises. The Supplier must allow Fugro access at any time to the Supplier's and any subcontractor's premises for this purpose. The Supplier must make this a condition of any subcontract.
- (b) Fugro shall have the right to inspect and/or test the Goods at any time before delivery. Supplier shall give Fugro at least 7 days' notice of the Goods being ready for inspection or testing and shall not dispatch the Goods until Fugro has confirmed whether it wishes to inspect and/or test them.
- (c) The Supplier must, at no cost to Fugro, remedy any Defect in the Goods notified by Fugro following inspection if it does not meet the Specifications as instructed by Fugro on the Purchase Order and in this Contract.
- (d) Fugro shall be entitled to require Supplier to provide certificates of origin or test certificates for the Goods at any stage of manufacture or assembly. Such certificates must clearly state Fugro's Order Form number and any item/equipment numbers.
- (e) No inspection or test will release Supplier from any of its obligations under the Contract. Supplier shall remain fully responsible for the manufacture, supply and delivery of the Goods

#### 43. WARRANTIES

- (a) If any Defect in the Goods attributable to design, workmanship or operating characteristics arises within:
  - 1.24 months from the date when the Goods are first put into servicethe Supplier must, at its own expense, do all things necessary to remedy the Defect and must reimburse Fugro for any costs incurred in connection with the Defect, including the cost of Fugro remedying the Defect if the Supplier does not do so within a reasonable period following notice of the Defect from Fugro.
- (b) If Fugro determines that a Defect cannot adequately be remedied, then Fugro may, at its option, elect either to accept the non conforming Goods with an adjustment in the purchase price or to direct that the defective Goods be removed at the Supplier's expense.
- (c) In the event where Fugro finds/identifies/discovers subsequent to the delivery of Goods on Fugro premises, the presence/contains of any hazardous and/or illegal material, including but not limited to asbestos, Fugro shall be entitled to a full refund of the amount paid for such Goods. Supplier shall also remove such hazardous and/or illegal material immediately from the Fugro premises at its own cost and risk.
- (d) In the event of any remedial work, a new warranty will apply to such work for a period of 12 months from its completion or until expiry of the normal warranty period, whichever is later.
- (e) In the event that the Supplier cannot remedy the Defect within a reasonable commercial cost and timeframe, Fugro shall have the right to terminate this Contract forthwith.
- (f) During the performance of this Contract, if the Supplier decides to remove the concerned Goods and associated Services from its product offering, it must notify Fugro immediately and take all such reasonable efforts to replace such Goods with an equal and/or superseding replacement failing which the Supplier should reimburse Fugro any advance payment made thereof and/or Fugro retains the right to terminate the Contract forthwith.

#### 44. INCOTERMS

If the Contract and/or Order Form does not refer to any International Chamber of Commerce Incoterms Rules (2020) ("**Incoterms**"), the default position in relation to the transportation for such Goods and/or Services is Delivered Duty Paid (DDP) at Fugro requested location.

#### 45. QUALITY OF GOODS AND SPARES SUPPORT

- (a) It is a condition of the Contract that the Goods shall:
1. Conform with the description and other particulars stated in the Order Form;
  2. be of satisfactory quality and fit for any purpose held out by Supplier or made known to Supplier by Fugro expressly or by implication, and in this respect Fugro relies on Supplier's skill and judgment;
  3. comply with the latest relevant Euro codes (or local equivalents) and specifications or, if none exist, with the best standards of the industry;
  4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
  5. be free from defects in design, material and workmanship.
- (b) Where required by Fugro, Supplier shall provide a quality plan to Fugro prior to commencement of manufacture of the Goods.
- (c) No material modification to the quality or specification of the Goods shall be made without Fugro's prior written consent.
- (d) The provisions of this Clause 45 shall apply to any replacement or substitute Goods provided by Supplier.
- (e) All orders are placed by Fugro on condition that spare parts and identical replacements for the Goods will be available to Fugro at fair and reasonable prices for a period of 10 years from the date of the order and that prior to the Goods or spare parts thereof being made obsolete at least twelve months written notice will be given to Fugro.

## PART C: SERVICES CONDITIONS

#### 46. APPLICATION OF THIS PART

To the extent that the Contract is for the supply of Services, whether in conjunction with the supply of Goods or Rental Items or otherwise, the conditions of this Part C apply in addition to any other terms and conditions of the Contract.

#### 47. BASIC ARRANGEMENT

The Supplier shall perform the Services, and Fugro shall pay the Supplier for Services performed, in accordance with and to the standard required by the Contract.

#### 48. THE SERVICES

- (a) The Supplier is responsible for the provision and maintenance of all materials and resources necessary to perform the Services.
- (b) The Services must be of first class quality and the Supplier must perform the Services:
1. with due care and skill and in accordance with any applicable standards and in accordance with good safety practices;
  2. with the diligence and skill and to the standard and in the manner reasonably expected of a professional person or company providing services of the kind described in the Contract; and
  3. where applicable in accordance with Good Engineering and Operating Practices ("GEOP").

#### 49. TERM

- (a) The Supplier will commence the Services on the date or within the period specified in the Contract.

- (b) The Supplier will continue to perform the Services for the period specified in or determined in accordance with the Contract, unless the Services are terminated earlier in accordance with the Contract.

#### 50. SUPPLIER'S PERSONNEL

- (a) Supplier will engage and provide the services of all personnel required to perform the Services.
- (b) Supplier will ensure that all of Supplier's personnel hold current, the necessary licenses, permits, endorsements and other certificates required by law to carry out the Services and are competent in every way to perform the Services.
- (c) Supplier will ensure that the personnel are competent and medically fit to carry out the Services that is intended from them.
- (d) Supplier's personnel must observe the professional decorum at all times while on the premises of Fugro and during the term of this Contract.
- (e) If the Supplier's personnel are required to have a certain work specific clothing including but not limited to personal protective equipment, woollen garments or any other specific protective gear, it must be provided by the Supplier at its own cost.

#### 51. SUPPLIER'S EQUIPMENT

- (a) Supplier will supply all tools and equipment necessary to complete the Services.
- (b) Supplier will ensure that all of Supplier's equipment is in good working order and suitable for use in connection with the Services.

#### 52. EMPLOYEE AND INDUSTRIAL RELATIONS

The Supplier is responsible for its employees and industrial relations with its employees and any subcontractors' employees and must conduct its employee and industrial relations using the highest standard of skill, care and diligence and otherwise in conformity with Fugro's requirements. The Supplier must not hinder or adversely affect the employee and industrial relations of Fugro or any other employer on Fugro's premises.

#### 53. ACCESS

- (a) Fugro grants the Supplier access to Fugro's premises subject to compliance by the Supplier, its subcontractors and their respective personnel with Fugro's regulations, procedures and directions governing security, safety, the environment and cyclones. The Supplier must remove any of its personnel from Fugro's premises immediately upon request by Fugro.
- (b) The Supplier does not have exclusive possession of all or any part of Fugro's premises but only such use and control as Fugro considers is necessary to enable the Supplier to execute the Services.

#### 54. INSPECTION AND TESTING

Fugro and its agents have the right to carry out reasonable inspection and testing to ensure that the Services are in compliance with the Contract. The Supplier will render such reasonable assistance (including access to the Supplier's premises) as may be required to facilitate such inspections and testing.

#### 55. RECORDS AND INFORMATION

- (a) Supplier will provide periodic progress reports on the performance and progress of Services under the Contract and matters arising in the course of such Services. The reports will be prepared and given with such frequency and in such format as Fugro may reasonably require from time to time.
- (b) Supplier will keep full and accurate records relating to the performance and progress of Services under the Contract and matters arising in the course of such Services. Fugro will be entitled to inspect and have copy such records.

## 56. DEFECTS LIABILITY PERIOD

- (a) The Defects Liability Period will be for a period of 12 months commencing upon the completion of the Services.
- (b) During the Defects Liability Period, the Supplier shall remedy Defects within 14 days of receiving notice of each Defect from Fugro or such other period as Fugro may require, having regard to the nature and effect of the Defect.
- (c) The Supplier will be responsible for all costs associated with remedying Defects.
- (d) All remedial work will be subject to the provisions of the Contract. All remedial work will have its own separate Defects Liability Period of 12 months commencing from completion of the remedial work.

## 57. WARRANTIES

- (a) The Supplier warrants that the Services will be:
  - 1. fit for their intended purpose;
  - 2. carried out in accordance with good industry practices;
  - 3. free of Defects; and
  - 4. carried out in strict compliance with the requirements of the Contract.
- (b) The delivery of a warranty from any Third Party vendor shall be in addition to the warranties given by the Supplier under the Contract, and shall not relieve the Supplier from responsibility for its warranties under the Contract.
- (c) The Supplier will obtain and assign any warranties received from Third Party vendors to Fugro and will assist Fugro in securing performance of Third Party warranties.
- (d) Where the Supplier obtains a warranty not specified in the Contract or where a warranty obtained by the Supplier extends beyond the Defects Liability Period, the Supplier must ensure that Fugro has the benefit of that warranty.
- (e) If, during the term of the Contract or during the Defects Liability Period, Fugro is of the view that the Services do not comply with the requirements of the Contract then Fugro may require the Supplier to re-perform the Services at the Supplier's cost within such time as Fugro reasonably may request.
- (f) In the event that the Supplier cannot remedy the Defect within a reasonable commercial cost and timeframe, Fugro shall have the right to terminate this Contract forthwith.

## 58. EMPLOYMENT OF ILLEGAL IMMIGRANTS

The Supplier shall ensure that no illegal immigrants are employed in the execution of the Services. The Supplier shall be liable for and shall indemnify Fugro, its affiliates, its and their employees against any damage, expense, liability, loss, claims, proceeding, fines or other penalties and/or penal sanctions whatsoever arising out of or by reason of the commission of any offence under the employment and immigration laws of the country of registration of Fugro, country of registration of the Supplier or the country where the Services are to be undertaken.

## 59. SITE CONDITIONS AND SUPPLIER'S INVESTIGATIONS

- (a) The Supplier will be deemed to have examined and taken into account all local and other conditions affecting the performance of the Services and all information which is relevant to the risks, contingencies and other circumstances which could affect its performance of the Services, whether provided by Fugro or otherwise obtainable by the making of reasonable enquiries.
- (b) Fugro gives no warranty of accuracy, sufficiency or completeness in relation to information provided to the Supplier and disclaims all responsibility for such information. Fugro will not be liable to the Supplier, in contract or tort or under any other law, for any inaccuracy in or inadequacy of information provided to the Supplier in relation to the Services.

## 60. HEALTH SAFETY AND ENVIRONMENT

The Supplier is responsible for the management of health, safety and environmental issues related to and during the performance of the Contract. The conditions of Part A Clause 23 (Fugro HSSE) shall apply without any exception. Supplier shall



use its best endeavour to prevent any occurrence of work place accident within Fugro premises. The Supplier shall ensure that the workplace is kept clean and tidy at all times.

#### 61. HAZARDOUS MATERIALS

The Supplier must not bring hazardous material on to Fugro's premises unless:

- (a) its use, presence or production is essential and there is no alternative product or process available which is less hazardous but otherwise equivalent; and
- (b) all statutory and Fugro requirements are met for safe handling, health protection, packaging, labelling, transport, storage, emergency procedures, waste disposal and environmental protection; and
- (c) its introduction and use has been approved by Fugro.

### PART D: RENTAL CONDITIONS

#### 62. APPLICATION OF THIS PART

To the extent that the Contract is for the supply of Rental Items, whether in conjunction with the supply of Goods or Services or otherwise, the conditions of this Part D apply in addition to any other terms and conditions of the Contract.

#### 63. BASIC ARRANGEMENT

The Supplier shall lease the Rental Items to Fugro, and Fugro shall pay rent to the Supplier for the Rental Items, in accordance with the terms of the Contract.

#### 64. THE RENTAL ITEMS

Unless otherwise agreed and expressly stated elsewhere in the Purchase Order:

- (a) The Supplier is responsible for the delivery and all costs associated with the delivery of the Rental Items to Fugro's premises.
- (b) The Supplier is responsible for the installation of the Rental Items.
- (c) The Rental Items must be of the best quality and workmanship, free from faulty design and defects, suitable for the purpose intended and conform to the Contract requirements and any applicable national, state or international standards.
- (d) The Supplier must furnish all operating manuals and instructions for the Rental Items in accordance with and within the time stated in the Contract.

#### 65. RETENTION OF OWNERSHIP

The Supplier retains full title to the Rental Items, notwithstanding that the Rental Items may be:

- (a) leased to and in the possession of Fugro; or
- (b) attached to any land or buildings.

#### 66. DEFECTS

- (a) During the term of the rental, Fugro will notify the Supplier of any Defect in the Rental Items as soon as practicable after becoming aware of such Defect.

- (b) The Supplier must, at its own expense, do all things necessary to remedy the Defect and must reimburse Fugro for any costs incurred in connection with the Defect, including the cost of Fugro remedying the Defect if the Supplier does not do so within a reasonable period following notice of the Defect from Fugro.
- (c) If a Defect cannot be remedied, the Supplier must make replacement Rental Items available for lease to Fugro in accordance with the terms of the Contract.

#### 67. RENT

- (a) Fugro will pay rent for the Rental Items to the Supplier monthly in arrears in accordance with the Contract.
- (b) The rent is a fixed sum and is not subject to any fluctuation.

#### 68. DURATION OF RENTAL

The rental will continue for the period specified in the Contract. If Fugro continues to retain possession of the Rental Items, with the Supplier's consent, beyond the period specified in the Contract, Fugro shall be deemed to have leased the Rental Items on a day-to-day basis on the same terms as the Contract, including any changes necessary to make the terms appropriate for a daily rental.

#### 69. NO ENCUMBRANCES

The Supplier must ensure that:

- (a) no Rental Items are sold or otherwise disposed of by Supplier during the rental period without prior written consent of Fugro, which consent shall not be unreasonably withheld;
- (b) no encumbrance is created over any Rental Items, without the prior written consent of Fugro.

#### 70. QUIET ENJOYMENT

If Fugro pays the rent for the Rental Items and duly and punctually complies with all provisions of the Contract, Fugro may peaceably possess and enjoy the Rental Items during the term of the rental without any interruption or disturbance from the Supplier or any person lawfully claiming through the Supplier.

#### 71. MAINTENANCE AND REPAIR

Unless otherwise specified in the Contract:

- (a) The Supplier will be responsible for carrying out all routine and non-routine maintenance of the Rental Items that may be required during the term of the rental and should consult with Fugro on timelines/schedule for the maintenance to be carried out.
- (b) The Supplier will maintain the Rental Items in good and operable condition.

#### 72. DAMAGE

Unless otherwise specified in the Purchase Order, Fugro will not be responsible for any accidental loss of or damage to the Rental Items, and the Supplier will indemnify Fugro and Fugro Group against any Claims for such loss or damage.

#### 73. INSURANCE

Unless otherwise specified in the Purchase Order, the Supplier is responsible for insuring the Rental Items for their full replacement value against accidental loss or damage.

#### 74. TERMINATION

- (a) At the end of the term of the rental or upon the termination of the Contract for any reason:
- 1.the Rental Items will be returned to the Supplier subject to fair wear and tear;
  - 2.all costs associated with the return and delivery of the Rental Items from Fugro to the Supplier will be borne by the Supplier.

### PART E: SOFTWARE AS A SERVICE (SaaS)

#### 75. APPLICATION OF THIS PART

To the extent that the Contract is for the supply of SaaS solution, whether in conjunction with the supply of Goods or Services or otherwise, the conditions of this Part E apply in addition to any other terms and conditions of the Contract

#### 76. BASIC ARRANGEMENT

The Supplier shall supply the SaaS solution to Fugro, and Fugro shall pay to the Supplier for the SaaS solution, in accordance with the terms of the Contract.

#### 77. THE SERVICES

- (a) Supplier shall at all times ensure that the SaaS solution is provided in accordance with this Contract (including without limitation the Specification and any binding Purchase Order(s)).
- (b) Supplier shall not be entitled to make any changes to the SaaS solution that result in a material reduction of the performance, functionality, availability or security of the SaaS solution or that would make it necessary for Fugro to make changes in its IT infrastructure, including, in order to continue to use the SaaS solution in accordance with the Specification.
- (c) In the event that Supplier has acquired actual knowledge that an interruption or disturbance has or will occur in the provision of the SaaS solution, Supplier shall promptly notify Fugro of (i) the kind of interruption or disturbance, (ii) the measures taken and to be taken in order to overcome the interruption or disturbance, (iii) an estimation of the time period of interruption or disturbance and (iv) other information which can be relevant to Fugro.
- (d) Supplier shall strive to keep the SaaS solution compatible with Fugro's IT infrastructure for the intended use at all times under this Contract. During the performance of this Contract, if the Supplier decides to remove the SaaS solution and any associated feature from its product offering or the SaaS solution is rendered incompatible with Fugro's IT infrastructure, it must notify Fugro immediately and take all such reasonable efforts to replace the SaaS solution with an equal and/or superseding replacement failing which the Supplier should reimburse Fugro any advance payment made thereof and/or Fugro retains the right to terminate the Contract forthwith

#### 78. RIGHT OF USE

- (a) Supplier hereby grants Fugro the worldwide and non-exclusive rights to, at any time throughout the Term, access and use the SaaS solution and the technical documentation, manuals and any other associated support material ("Documentation"), or part thereof.
- (b) Such rights include the rights:
- 1.to evaluate, test and demonstrate the SaaS solution and the Documentation;
  - 2.to access, use and have used the SaaS solution;
  - 3.to use, copy, modify, incorporate, merge and bundle the Documentation into other support materials and documentation;
  - 4.to use Fugro's other applications and systems in connection with the SaaS solution;
  - 5.to otherwise use the SaaS solution and the Documentation to their full potential as anticipated by this Agreement;
  - 6.if and as supported in and by the SaaS solution, to modify the end user interface of the SaaS solution;

- 7. to set-up, administrate and de-register End User accounts, if applicable;
- 8. to allow any Authorized Users to use and make use of the rights granted to Fugro as above.
- (c) Any update to the SaaS solution shall be provided without additional cost and on the terms and conditions stated in this Agreement.
- (d) To the extent that Fugro has purchased and has chosen to grant access to the SaaS-Solution, Documentation and Services to End Users, within its own organization or within another authorized User, as set out in this Agreement, Fugro shall be responsible and liable in relation to Supplier for such access.

#### 79. SUPPORT AND MAINTENANCE

Supplier shall provide support and maintenance services regarding the SaaS solution and the Documentation always updated for the smooth functioning of the SaaS solution.

#### 80. CONSULTANCY SERVICES

Supplier undertakes to provide the consultancy services to Fugro, if and when required, including integration of the SaaS solution with the Fugro IT infrastructure, any initial demonstration of the SaaS solution to Fugro and any other consultation that might be required from time to time during the term of this Contract.

#### 81. WARRANTIES

- (a) Supplier warrants and represents to Fugro that Supplier is the sole owner and holder of, or has and will maintain sufficient rights and interests in, all Intellectual Property Rights in the SaaS solution and that Supplier thus has and will maintain the right and authority to grant Fugro the rights and license to use the SaaS solution under this Agreement.
- (b) Supplier warrants that the SaaS solution will at all times be provided and performed in accordance with and conform to the Specification of the SaaS solution as well as the Fugro Information Security policy.
- (c) Supplier warrants to perform all of its undertakings with promptness, diligence and efficiency in a professional and workmanlike manner and that Supplier's authorized, well-educated personnel has the requisite skills and experiences to perform any Services. Supplier shall maintain adequate resources for the due fulfilment of all of its obligations under this Agreement.

#### 82. PERSONAL DATA AND DATA PRIVACY

To the extent either party processes personal data on behalf of the other party, parties shall enter into a Data Processing Agreement (DPA), in order to fulfill the legal requirement of a written agreement between a data controller and a data processor.

#### 83. INFORMATION SECURITY

Supplier warrants that it has undergone the Fugro IT Security Vendor Assessment process and that it is compliant with Fugro's IT Security Policy.

#### 84. POST TERMINATION

Supplier also undertakes to assist Fugro with transferring all Fugro Property to Fugro or to any third party appointed by Fugro to provide services equivalent to the SaaS solution, in the least disturbing manner for Fugro. In case this Contract is terminated for convenience by Fugro, Supplier's assistance shall be paid for by Fugro on a time and material basis at commercially reasonable rates, or if rates for work performed on a time and material basis have been previously agreed upon, at such previously agreed rates. The Parties shall jointly prepare in good faith an exit plan as part of the preparation for such transfer.

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