

## General Purchasing Conditions

### Preamble

These general purchasing conditions apply exclusively to all purchasing contracts of TSC Subsea, referred to as "TSC" hereinafter.

These purchasing conditions have priority over all general terms and conditions, delivery, contractual and purchasing conditions of the supplier. The latter shall not become part of the contract even without the express objection of TSC. This also applies to any following commercial activities irrespective of whether these conditions are expressly referred to again in later transactions. The acceptance of deliveries and services without reservation does not indicate the acceptance of conditions of the supplier.

### § 1 Offer/Order

- (i) When submitting offers, the supplier shall declare his acceptance of these general purchasing conditions. If this is not expressly declared, then the performance of the order is considered as acceptance of these general purchasing conditions.
- (ii) The supplier shall confirm orders in writing immediately. If no confirmation is received within 10 calendar days after receipt of the order, TSC is entitled to revoke the order, without the supplier being entitled to claim damages as a result.
- (iii) Insofar as there is no other applicable written agreement, all prices are net exclusive of the statutory VAT, delivered (CPT incoterms 2020) inclusive of all incidental costs.
- (iv) Any deviations from the order submitted will only be recognized if TSC has received a written order confirmation in due time before fulfilment and has given its agreement.
- (v) Should TSC withdraw from a contract either wholly or partly, then the supplier is only entitled to claim the actual costs incurred up to the time of the withdrawal.
- (vi) TSC is at any time entitled to offset all amounts owed by the supplier with claims from the supplier from this or any other order.

### § 2 Delivery

- (i) The delivery dates stated in the order shall be considered as agreed and are binding. The supplier is obliged to inform TSC in writing immediately if circumstances become known to him which prevent the delivery dates from being observed.
- (ii) The supplier shall (temporarily or fully) discontinue performance of the order if TSC gives 3 (three) days' written notice.

- (iii) The supplier shall undertake to have the goods delivered within the times for receiving goods stipulated by TSC.
- (iv) Unless otherwise agreed, complete order volumes are to be delivered.
- (v) If partial deliveries have been agreed, TSC is entitled to use or install the delivered parts before completion of the whole order, without thus accepting delivery according to the contract. The provision of factory certifications, acceptance certificates, instruction manuals, and the carrying out of all tests required by the authorities are part of the performance of the contract.
- (vi) Dispatch shall be made to the address stipulated by TSC. The order number, the order date, and the description of the items of delivery must be given on the dispatch documents to be enclosed.
- (vii) The supplier carries the transport risk until the goods are handed over at the place of delivery.

### § 3 Invoice/Payment

- (i) Payment will be made either after 14 days less 3% discount or after 60 days net after receipt of an auditable invoice and duly completed service/delivery, unless agreed otherwise.
- (ii) Any payments made by TSC do not represent acceptance of the proper performance of the contract nor that the goods or services are free from defects.

### § 4 Quality Inspection/Acceptance

- (i) TSC will examine the delivered goods for discernible defects within 10 working days after receipt. The issue of a receipt does not mean that any claims have been waived by TSC.
- (ii) In the case of transport damage, wrong deliveries, faulty deliveries, and/or any other complaints, the supplier shall deliver replacements immediately and without additional

costs to TSC. The supplier will carry all costs and expenses for the storage, new packaging, and return.

## § 5 Remedy of Defects

- (i) The supplier guarantees that the items delivered or the services carried out are as agreed and contain no defects which negate or reduce the value or their suitability for the ordinarily intended purpose or as stipulated in the contract. The period set for remedying defects is 24 months.
- (ii) If the services or items delivered are not of the agreed quality or if these contain any defects (e.g., of quality or of title), the supplier shall remedy these immediately and free of charge to TSC. TSC can demand either replacement delivery or rectification of the defect at its sole discretion, and any legal rights shall remain unaffected.
- (iii) The supplier is obliged to compensate all damages, expenses, and/or other disadvantages which are incurred to TSC in connection with the delivery of goods or services and the remedy of defects.
- (iv) If TSC receives any claims from a third party due to any service of the supplier not performed according to the contract, the supplier/contractor is liable to TSC for any damage thus caused even if it is through no fault of his own.

## § 6 Care/Maintenance

- (i) In the case of the delivery of hardware and software, the supplier guarantees to provide care and maintenance for at least 5 years.

## § 7 Intellectual Property Rights

- (i) The supplier agrees to indemnify and hold TSC harmless from and against any loss, liability, damage, or claim, including but not limited to, legal costs incurred by TSC as a result of the infringement or alleged infringement of any patent rights, registered or unregistered design, copyright, trademark, TSC, or any other intellectual property rights relating to the goods and/or services to be supplied under the PO. Further, at TSC's option, the supplier shall defend at its own expense any suit which, if successful, would entitle TSC to invoke such indemnity.
- (ii) If the intellectual property rights or copyrights of the supplier are affected at the same time as the performance of the order, the supplier/contractor shall grant TSC an irrevocable licence to use these rights without limitation or charge in connection with the delivered item.

- (iii) All rights concerning ideas, inventions, know-how, plans, and/or data which arise in the course of or as a result of the performance of services of the supplier according to the order shall be regarded as work created for TSC and shall be transferred to TSC inclusive of all patent rights and know-how. On the demand of TSC, the supplier will transfer to TSC the intellectual property of the inventions, know-how, plans, and data created by order of TSC.

## § 8 Drawings

- (i) Any examination and approval of drawings by TSC serves to support the supplier and does not release the supplier from his responsibility to render proper performance of the order.

## § 9 Hazardous Substances/Work Safety

- (i) If goods or other services which are sold to TSC within the scope of an order contain hazardous materials or substances that are required to be disposed of, the supplier will provide all relevant information according to the legal regulations and take the corresponding protective measures. The supplier/contractor will dispose of all hazardous substances produced by him during the work carried out on site in accordance with the relevant regulations.
- (ii) According to the applicable health and safety regulations, the supplier shall take all the necessary safety precautions during the performance of his services on site.
- (iii) When performing services on site, the supplier/contractor will commit himself to follow all instructions regarding the work safety of the personnel of TSC, to observe all relevant guidelines for subcontractors and suppliers and to take part in any training. The disregard of instructions as well as any violation of the relevant guidelines by the supplier constitute a reason for termination of the contract for cause.

## § 10 Termination

- (i) TSC may terminate the order either partly or wholly at any time. After receipt of the notice of termination, the supplier will cease all work immediately, terminate all subcontracts insofar as these refer to the terminated services, and surrender all drafts, drawings and specifications, materials, and completed work to TSC. TSC will reimburse the supplier for all direct costs incurred to the supplier regarding the premature termination/premature withdrawal from the contract.

## § 11 Confidentiality

- (i) The supplier shall commit himself to keep confidential the trade and business secrets of TSC which become known to him. In case of infringements of the obligation to secrecy, TSC can withdraw from the contract i.e., terminate it immediately. Further rights remain reserved.
- (ii) Any information, which
  - a) can be shown to have been known,
  - b) can be shown to have been available to the supplier in writing before receiving it from TSC or
  - c) the notification of which has been approved by TSCshall not be regarded as trade or business secrets.
- (iii) The above mentioned secrecy regulations are valid for 5 years after disclosure of the corresponding information or 3 years after completion of the order.

## § 12 ANTI-BRIBERY AND CORRUPTION

The supplier agrees and undertakes that in connection with the contract and the transactions between the parties, it will comply with all applicable laws, rules, regulations, decrees, and/or official governmental orders. TSC expressly prohibits payment of bribes and also payment of any so-called "facilitation" or "grease" payments in connection with TSC business operations by any party engaged to provide goods or services to TSC. Therefore, the supplier represents and warrants that it has complied and shall comply with all anti-money laundering and anti-corruption laws applicable to either party and that it will adhere to the principles of TSC Code of Conduct in connection with the contract. The supplier represents and warrants that it has not made, offered, promised, or authorized and will not make, offer, promise, or authorize any improper or illegal payment, gift, or other advantage, whether

directly or through any other person or entity, to any third party, including any "government official" (i.e., any person holding a legislative, administrative, or judicial office, including any person employed by or acting on behalf of a public agency, a government-controlled enterprise, or a public international organization) or any political party or political party official or candidate for office, for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business or where it would otherwise be improper for such advantage to be accepted. Except as otherwise disclosed in writing to TSC, as of the date of delivery of goods or provision of services, no "government official" is or will become associated with or will own or presently owns any interest in the supplier/contractor.

## § 13 Miscellaneous

- (i) The supplier accepts the Previa Supplier Code of Conduct & Ethics – TSC is part of the Previa Group. The document can be found at <https://previa.com/supplier-code-of-conduct-ethics/>.
- (ii) Verbal agreements require written confirmation to become binding.
- (iii) The law of the country of the registered office of TSC applies under the exclusion of the Vienna Convention for the International Sale of Goods (CISG). Any dispute or difference of any kind whatsoever between the parties that is not resolved within 3 weeks by negotiations of the parties on a senior management level, in connection with or arising out of the Contract shall be submitted to the competent courts of the city of registered office of TSC.
- (iv) Should one of the above clauses be or become wholly or partly invalid, this does not affect the validity of the remaining conditions. To the extent of applicable law, the parties shall replace the invalid or ineffective clause by one which is economically equivalent.