

**GENERAL PROCUREMENT TERMS
APPLIED BY
STAATSOLIE MAATSCHAPPIJ SURINAME N.V.
STAATSOLIE POWER COMPANY SURINAME N.V.
GOW2 ENERGY SURINAME N.V.
PARADISE OIL COMPANY N.V.
STAATSOLIE HYDROCARBON INSTITUTE N.V.**

FOR THE DELIVERY OF GOODS AND SERVICES AND FOR WORK TO BE PERFORMED

In General:		3
Section 1:	General provisions for all procurements	3
Article 1.	Definitions	3
Article 2.	Applicability	3
Article 3.	Offers and the formation of Agreements	4
Article 4	Implementation of the Agreement	4
Article 5	Approval of activities performed	5
Article 6	Invoicing and payments	5
Article 7	Taxes and levies	6
Article 8.	Imputable breach and circumstances beyond control	6
Article 9.	Confidentiality	6
Article 10.	Intellectual property rights	7
Article 11.	Health, Safety and Environment	7
Article 12.	Liability	8
Article 13.	Insurances	8
Article 14.	Ban on bribery and corruption	9
Article 15.	Non-solicitation	9
Article 16.	Termination	10
Article 17.	Applicable law and dispute resolution	10
Section 2:	General provisions for delivering services	11
Article 19.	Implementation Agreement	11
Article 20.	Imputable breach and warranty	11
Article 21.	Termination	11
Section 3:	General provisions for delivering goods	11
Article 22.	Implementation Agreement	11
Article 23.	Defects	12
Section 4:	General provisions for contracting work	12
Article 24.	Implementation Agreement	12
Article 25.	Warranty	12
Article 26.	Evaluation	13

IN GENERAL:

These general terms and conditions have been deposited at the Registry of the Cantonal Courts under CIVAR number [...] and at the Trade Register of the Chamber of Commerce and Industry in Suriname.

These general terms and conditions apply to all Agreements that Staatsolie Maatschappij Suriname N.V. and/or the following subsidiaries:

1. Staatsolie Power Company Suriname N.V.
2. GOw2 Energy Suriname N.V.
3. Paradise Oil Company N.V.
4. Staatsolie Hydrocarbon Institute N.V.

hereinafter jointly to be referred to as “Staatsolie” have entered in to with respect to:

1. the delivery of services to;
2. the purchase of goods by; and
3. the performance of work for Staatsolie.

These general terms and conditions have been subdivided in the following four sections:

- Section 1, general provisions with respect to all procurements;
- Section 2, provisions with respect to the delivery of services to Staatsolie;
- Section 3, provisions with respect to the purchase of goods by Staatsolie; and;
- Section 4, provisions with respect to the contracting of work to be performed for Staatsolie.

SECTION 1: GENERAL PROVISIONS FOR ALL PROCUREMENTS

Article 1. Definitions and abbreviations

In these general terms and conditions the following terms have the following meaning, unless explicitly stated otherwise:

- | | |
|--------------------|--|
| a. Staatsolie: | Staatsolie Maatschappij Suriname N.V. and/or its subsidiaries listed above. |
| b. Supplier: | the party (natural person or legal person) with whom Staatsolie enters into an Agreement for the delivery of goods and/or services to Staatsolie and/or for work to be performed for Staatsolie. |
| c. Agreement: | the agreement between Parties with respect to the delivery of goods and/or services to Staatsolie and/or the performance of work for Staatsolie. |
| d. Parties: | Staatsolie and Supplier. |
| e. Purchase Order: | the instructions provided by Staatsolie to Supplier with respect to the delivery of goods and/or services and/or the performance of work, whether or not provided after an Agreement has been entered into in writing. |
| f. SES: | Service Entry Sheet, i.e. a confirmation of receipt of the services performed. |
| g. Terms: | these general terms and conditions applied by Staatsolie. |

Article 2. Applicability

1. The Terms apply to all and any existing and future Agreements or, as the case may be, to legal relations and other relations that Staatsolie enters into with Supplier, in so far as these are not departed from by an Agreement in writing.
2. Any general terms and conditions that may be applied by Supplier do not apply, unless Staatsolie has explicitly agreed to their application in writing.

3. Should there be any conflict between the provisions of the Agreement and the Terms, the provisions of the Agreement prevail over the provisions of the Terms.
4. In the event one or more provisions of the Terms should appear to be void, invalid or impracticable, this does not prevent the application of the other provisions of the Terms. Staatsolie and Supplier will then consult each other with respect to an alternative provision that corresponds, where content and purport are concerned, as much as possible with the void, invalid or impracticable provision(s).
5. Staatsolie is authorized to amend these Terms and will notify Supplier of this in writing. The amendments take effect 14 (fourteen) days after Supplier has received the written notification. If Supplier does not agree to the amendment, Supplier must notify Staatsolie of this within the period of time mentioned in the previous sentence.
6. In the event of any conflict between the Dutch language version and the English language version of the Terms, the Dutch language version prevails.

Article 3. Offers and the formation of Agreements

1. Any offer Supplier submits to Staatsolie remains valid for at least 2 (two) months from its date, unless Parties have agreed otherwise in writing.
2. The costs involved in effecting the offer, including possible banking and transfer costs, are at Supplier's expense.
3. Staatsolie does not return any documentation to Supplier that it may have received together with the offer, including any documents underlying it.
4. An Agreement is formed as follows:
 - a. after an agreement has been entered into in writing; or
 - b. after a Purchase Order has been issued to Supplier.
5. The Agreement replaces all and any previous agreements with Supplier, whether oral or in writing, with respect to the subject matter of the Agreement.

Article 4. Implementation of the Agreement

1. Supplier is a (legal) person that is independent of Staatsolie. Supplier is never regarded as an employee, agent, partner or associate of Staatsolie.
2. Supplier acknowledges the applicability of all laws, regulations and provisions that apply to the implementation of the Agreement and undertakes to comply with these laws, regulations and provisions and to meet all other requirements posed by competent governmental and other authorities.
3. In the event any of the provisions of paragraph 2 of this article should be contravened, Staatsolie is entitled to terminate the Agreement with immediate effect, merely by written notification, without judicial intervention being required and without Supplier being entitled to claim any compensation of financial loss and/or any other loss or, as the case may be, damage.
4. Supplier undertakes and warrants that its employees, representatives, temporary workers and/or contractors who are assigned for the implementation of the Agreement at all times comply with the provisions of the Agreement. Supplier is at all times liable for each and every act and/or omission of any of its employees, representatives, temporary workers and/or contractors who are responsible for implementing the Agreement.
5. Supplier's obligations arising under the Agreement – or under any part of it – cannot be assigned, transferred or, as the case may be, subcontracted other than following prior permission by Staatsolie in writing. If obligations are assigned, transferred or, as the case may be, subcontracted, Supplier is at all times fully liable for the implementation of the Agreement, unless explicitly agreed upon otherwise in writing.

6. Staatsolie will appoint a supervisory officer (hereinafter to be referred to as the “Supervisor”) to monitor compliance with the Agreement.

Article 5. Approval of activities performed

1. Within 10 (ten) days following the completion of the activities, Supplier sends an overview with all underlying documents to the Supervisor, including a list of the activities performed and the amount due.
2. The Supervisor notifies Supplier in writing, within 5 (five) days, of his approval or rejection of the overview.
3. Only where services are concerned, Supplier receives a SES from Staatsolie, within 5 (five) days following approval of the overview, to confirm that the services have been completed.

Article 6. Invoicing and payments

1. Within 7 (seven) days following the delivery of goods and/or the receipt of the SES, Supplier submits an invoice to Staatsolie’s financial directorate at the following email address: Staatsolie Accounts Payables <Accountspayable@staatsolie.com>, quoting both the PO number as a reference and the SES number, if applicable. Supplier must include the Supervisor in the CC of the relevant email message.
2. Invoices must meet the statutory requirements laid down in, amongst others, the Value Added Tax Act 2022 (*Wet Belasting over de Toegevoegde Waarde*) and the requirements posed by Staatsolie, as referred to on its website www.staatsolie.com.
3. The invoice at least refers to:
 - a. the invoice number;
 - b. the invoice date;
 - c. the PO number;
 - d. the SES number (in case of services);
 - e. Supplier’s VAT Tax Identification Number (*BTW Fiscaal Identificatienummer; FIN*);
 - f. Staatsolie’s or its subsidiary’s VAT Tax Identification Number (*BTW Fiscaal Identificatienummer; FIN*) as referred to below;

	Tax Identification Number (<i>FIN</i>)
Staatsolie Maatschappij Suriname N.V.	2000000541
Staatsolie Power Company Suriname N.V.	2000006981
GOw2 Energy Services N.V.	2000000584

- g. the VAT Tax Identification Number (*BTW Fiscaal Identificatienummer; FIN*) of the Tax Unit (*Fiscale Eenheid*) Staatsolie Maatschappij Suriname N.V., as referred to below;

	Tax Identification Number (<i>FIN</i>)
Fiscale Eenheid (FE) Staatsolie Maatschappij Suriname N.V.	2000023479

- h. the VAT rate and the VAT as calculated;
 - i. the Tax code;
 - j. the description of the activities; and
 - k. the name of the bank and the bank account number into which the amount due must be transferred.

4. Within 30 (thirty) days following the receipt of an invoice which meets the conditions (delivery of goods and reference to the correct PO and/or SES number on the invoice), the amount due is paid into Supplier's bank account as is registered in SAP.
5. In the event Supplier fails to comply with the time period referred to in paragraph 1 of this article, Parties agree on a different payment term. In any case, the minimum payment term is 30 (thirty) days following the receipt of a valid invoice.

Article 7. Taxes and other levies

Taxes and/or other levies and costs that may arise from the Agreement are always at Supplier's expense. Supplier is also responsible for the payment of these taxes and other levies. Supplier indemnifies Staatsolie against third-party claims that arise or are likely to arise from Supplier's failure to comply with these obligations.

Article 8. Imputable breach and circumstances beyond Parties' control

1. In the event Supplier fails to meet its obligations under the Agreement, Supplier is in default (*verzuim*) by that mere fact, without any notice of default (*ingebrekestelling*) being required. A notice by Staatsolie to remedy this default is never deemed to affect the rights Staatsolie has due to Supplier's default and Staatsolie is never deemed to have waived its rights in this respect either.
2. If the notice does not result in the default being repaired or, as the case may be, removed, Staatsolie is entitled to terminate (*ontbinden*) the Agreement for imputable breach of contract (*wanprestatie*) by mere notification of this to Supplier and to recover the damage and loss caused by the default and/or the termination for imputable breach from Supplier.
3. Notwithstanding the provisions of the Agreement, Staatsolie is not liable for any failure or delay in the performance of its obligations under the Agreement if and in so far as such failure to meet its obligations or such delay is caused, directly or indirectly, by circumstances beyond its control (*overmacht*). Circumstances beyond Staatsolie's control are understood to include, among other things: fire, earthquakes, floods, hurricanes, forest fires, war, civil unrest, epidemics, pandemics, including restrictions, orders, laws and regulations or restrictions imposed by governmental, military or statutorily established civil authorities, or any other cause beyond Staatsolie's control.
4. Either Party is obliged to inform the other Party, in writing, of such circumstances beyond its control within 24 (twenty-four) hours. In the event the force majeure period continues for more than 1 (one) month, either Party is entitled to terminate (*ontbinden*) the Agreement by means of a written notification to the other Party, unless agreed upon otherwise. Staatsolie is not liable for any damage, loss, delay or negligence in the performance that is the result of circumstances beyond its control (*overmacht*).

Article 9. Confidentiality

1. Supplier observes confidentiality with respect to all of Staatsolie's data, documents, models, working drawings and/or other auxiliary materials ("Information") that become known or that are disclosed to Supplier, whether orally or in writing, in connection with the implementation of the Agreement.
2. The abovementioned Information:
 - a. remains Staatsolie's property. Supplier is neither allowed to alienate or to encumber the Information or to dispose of it as if Supplier were the owner or in any other way, nor is Supplier allowed to assume any commitments vis-à-vis third parties on Staatsolie's behalf nor is Supplier allowed to enter into any kind of agreement with third parties with respect to the Information;

- b. is only used by Supplier for the implementation of the Agreement;
 - c. is not provided by Supplier to any third parties without Staatsolie's prior permission in writing. Supplier only makes confidential Information available to those of its employees, representatives, subsidiaries, contractors, insurers, or legal or financial advisors who have a 'need-to-know' and in so far as this is required for the implementation of the Agreement. Supplier is obliged to inform the parties referred to in the previous sentence about the confidential nature of the Information.
- 3. The Information is not considered to be confidential if Supplier can demonstrate, in writing, that the Information:
 - a. is part of or has become part of the public domain without the Agreement being or having been breached and without any wrongful conduct on Supplier's part;
 - b. was known to Supplier prior to it being made available under the Agreement;
 - c. has been lawfully acquired by Supplier from a third party who is not bound by comparable confidentiality provisions;
 - d. has been developed by Supplier fully independent of it being made available by Staatsolie;
 - e. is available through a publicly available product.
- 4. If Supplier is obliged to disclose the Information pursuant to any provision in applicable national or international laws and regulations or by virtue of any legal proceedings in which the Information is required, Supplier promptly notifies Staatsolie of this and Supplier enables Staatsolie to take the required measures to try and safeguard the confidentiality as much as possible.
- 5. Upon termination of the Agreement the Information, where applicable, is returned to Staatsolie in the same condition it was in when provided to Supplier, except for the wear and tear due to regular use.
- 6. In the event third parties want to create or enforce any rights with respect to the Information provided under retention of title or in the event third parties attach such Information, Supplier is obliged to notify Staatsolie promptly of this and to take any action it can to prevent that third parties create or enforce such rights or, as the case may be, to prevent that such Information is attached or, if it is attached, to see to it that the attachment is lifted.
- 7. Supplier is not allowed to use Staatsolie's name for promotional purposes without Staatsolie's prior consent in writing.
- 8. This article remains in force, even after termination or expiration of the Agreement and Parties no longer have any obligations towards each other.

Article 10. Intellectual Property Rights

- 1. All intellectual property rights to products and/or materials that Supplier uses or has used and/or that Supplier develops or has developed in the context of the Agreement, including but not limited to data, reports and recommendations, become the exclusive property of Staatsolie.
- 2. If the results of the services are effected with the help of pre-existing intellectual property rights not being Staatsolie's property, Supplier grants Staatsolie a non-exclusive right to use these results for an unlimited period of time.

Article 11. Health, Safety and Environment

- 1. Staatsolie is committed to the health and safety of its employees, representatives, of its contractors and their employees and representatives, and of the local residents and to the protection of the environment in which it operates. Supplier is at all times obliged to comply with Staatsolie's policies in this respect.

2. Supplier, Supplier's employees, representatives and contractors shall always perform the work and services under the Agreement in conformity with the health, safety and environmental requirements and regulations applied by Staatsolie.
3. Staatsolie is at all times entitled to introduce, within reason, additional guidelines, rules or policies that apply to the work or services to be performed by Supplier. Supplier strictly observes these additional guidelines, rules and/or policies or, as the case may be, has these observed, in the interest of a healthy, safe and environmentally sound implementation of the Agreement.

Article 12. Liability

1. Supplier is at all times responsible and liable for any of the acts performed in the implementation of the Agreement. More specifically, Supplier is liable for any damage to or loss of property of Staatsolie and of third parties caused by Supplier, its employees, representatives and/or contractors during or due to the implementation of the Agreement.
2. Supplier compensates Staatsolie for and defends and indemnifies it against all and any claims, demands, legal actions and legal proceedings that are filed or brought against Staatsolie and/or other parties in respect of:
 - a. any act of omission by Supplier, its employees, representatives and contractors, including any infringement by Supplier of the patent, trademark and/or copyright – or any other intellectual property rights – of a third party;
 - b. accidents of persons employed or engaged by Supplier in the implementation of the Agreement and/or damage to or loss of goods used by Supplier in the implementation of the Agreement.
3. Staatsolie compensates Supplier for and defends and indemnifies it against all and any claims, demands, legal actions and legal proceedings in respect of serious fault or gross negligence of Staatsolie, its employees or, as the case may be, its representatives.
4. Parties are never liable for claims with respect to indirect damage or loss, including but not limited to: loss of revenue or damage to or loss of products, loss of time or capital or claims of customers or third parties (consequential damages), unless these claims arise from serious fault or gross negligence or an unlawful act on the part of either Party.
5. The present article remains effective for a period of 12 (twelve) months after the Agreement between Parties has been terminated or has expired.

Article 13. Insurances

1. During the implementation of the Agreement, Supplier is obliged to insure, at its own expense, its employees, representatives, and where applicable contractors involved in the implementation of the Agreement – or to have them insured – under the following statutorily required insurances, or as the case may be, arrangements:
 - a. Surinamese accident insurance (*Surinaamse Ongevallen Regeling (SOR)*);
 - b. medical insurance providing cover that at least meets the requirements laid down in the National Basic Health Insurance Act (*Wet Nationale Basiszorgverzekering*) or of any other applicable act; and
 - c. pension scheme that at least meets the requirements of the General Pension Act 2014 (*Wet Algemeen Pensioen 2014*) or of any other applicable act.
2. Notwithstanding the provisions of the Agreement, Supplier is obliged to take out, at its own risk and expense, all other statutorily required insurances, including adequate business liability insurance and professional liability insurance, which sufficiently cover its liability under the Agreement. Each liability insurance:
 - a. is taken out at a reputable and solid insurer;

- b. may not be terminated, in principle, without Staatsolie's prior consent in writing, unless it is promptly replaced by an equivalent insurance or, as the case may be, an insurance policy that meets the cover required. In the latter case, Staatsolie is notified in advance;
 - c. includes Staatsolie as co-insured party if Staatsolie should require this, and includes a cross-liability clause, in so far as applicable;
 - d. contains a clause in which subrogation rights are waived to Staatsolie's benefit, in so far as applicable.
- 3. Before the Agreement is entered into, Supplier provides Staatsolie with written proof that valid insurances have been taken out.
- 4. The minimum insurance required and the insurances agreed upon do not in any way limit Supplier's liability. Neither may the insurances referred to above in any way be construed as limitations of liability or as acceptance by Staatsolie of financial obligations that exceed the minimum value for the required insurance purposes.
- 5. In the event that, during the term of the Agreement, the minimum limits of the insurances required under the Agreement should be insufficient, to be determined at Staatsolie's discretion, Supplier is obliged to raise these minimum limits, upon Staatsolie's written request and within 45 (forty five) days following the receipt of that request, to a level that is acceptable to Staatsolie.
- 6. Failure to comply with the provisions of this article or any additional insurance provision under the Agreement cannot be construed as release of Supplier from any obligation under the Agreement.
- 7. In the event liability for any damage or loss is rejected – wholly or in part – by Supplier's insurer(s) due to Supplier having breached the insurance provisions or for whatever other reason, or in the event Supplier omits to maintain 1 (one) of the insurances referred to in the Agreement, Supplier compensates Staatsolie for and defends and indemnifies it against all claims by third parties arising from such breach.
- 8. In the event Supplier should omit to obtain or maintain the required insurance cover, Staatsolie reserves the right to terminate the Agreement in conformity with article 16 paragraph 2 or to obtain or repair the insurance cover at Supplier's expense, with the proviso that Supplier's liability remains unchanged.

Article 14. Anti-bribery and anti-corruption

- 1. Parties undertake to comply with all applicable rules and regulations that prohibit, prevent and criminalize acts of corruption and related criminal or delictual acts in all their operations and relations, regardless whether these acts are performed in the context of the Agreement or otherwise and regardless in which form and to which degree these acts take place.
- 2. Parties undertake to impose the obligations referred to in paragraph 1 of this article on their employees, representatives, contractors and directors and warrant that any third party engaged or contracted by them in the context of the implementation of the Agreement is bound by contract to the obligations referred to in paragraph 1 of this article.

Article 15. Non-solicitation

- 1. For the term of the Agreement and for a period of 1 (one) year following termination of the Agreement, Supplier is neither allowed – other than in mutual consultation with Staatsolie – to conduct negotiations with employees and/or representatives of Staatsolie about employment nor allowed to employ employees and/or representatives of Staatsolie who are or were involved, fully or partially, in the implementation of the Agreement on Staatsolie's behalf.

2. In the event Supplier should decide – despite the provisions of paragraph 1 of this article – to employ one or more employees and/or representatives who were fully or partially involved in the implementation of the Agreement on Staatsolie’s behalf, Staatsolie will take appropriate measures in the matter.

Article 16. Termination, termination by notice (*opzegging*) and termination for cause (*ontbinding*)

1. Unless Parties have explicitly agreed otherwise, either Party is entitled to terminate the Agreement before the end of its term by giving notice of termination (*tussentijds opzeggen*). Early termination is effected in writing, with due observance of a notice period of a minimum of 2 (two) months or of the notice period included in the Agreement. Parties are never liable for any compensation of damages on account of termination in accordance with this article.
2. Either Party is entitled to terminate the Agreement without judicial intervention and with immediate effect if:
 - a. the other Party imputably fails or, as the case may be, continues to fail imputably, in the performance of the Agreement after having been served a written notice of default and having been offered a reasonable period of time to perform or to remedy or repair this failure;
 - b. the other Party has requested suspension of payment or has been granted suspension of payment;
 - c. the other Party has been declared insolvent or a request for that Party’s insolvency has been filed;
 - d. a substantial part of the other Party’s assets has been attached.
3. Termination of the Agreement, for whatever cause, does not affect Parties’ obligations which by their nature or under a specific arrangement are intended to survive termination.

Article 17. Applicable law and dispute resolution

1. The Agreement and the relation between Parties and possible disputes between them are exclusively governed by and interpreted in accordance with the laws of Suriname.
2. Every complaint that arises from or is related to the Agreement must be reported to the other Party in writing as soon as possible but at the latest within 30 (thirty) days after the event giving rise to the complaint has occurred, unless the complaining Party can demonstrate that it could not report this complaint, in all reasonableness, at an earlier date.
3. Parties will try to settle any dispute caused by a complaint by means of negotiations between the representatives of Parties who are authorized to take decisions in the matter.
4. If a complaint is made by either Party, the non-complaining Party is never entitled to postpone or refuse to perform work and/or to postpone or refuse to make payments to which that complaint does not relate.
5. Disputes that cannot be resolved within 60 (sixty) days following the receipt of the written notification referred to in paragraph 2 of this article are solely and exclusively resolved by means of arbitration. There is 1 (one) arbitrator and this arbitrator is appointed in accordance with the regulations laid down by the Surinamese Arbitration Institute (*Surinaams Arbitrage Instituut*).
6. Arbitration proceedings take place in Paramaribo, Suriname. The language used in the arbitration proceedings is the Dutch language, unless agreed upon otherwise.
7. Nothing in this article may be construed to prohibit either Party to apply to the competent court in Paramaribo, Suriname to file for preliminary relief (*een voorlopige voorziening*).

Article 18. Miscellaneous

1. Any amendments of and/or addenda to the Agreement, technical specifications and/or the contract documents exclusively take effect if laid down in a deed (*akte*) or any other document signed by both Parties.
2. Supplier is not entitled to exercise any possessory lien (*retentierecht*) with respect to any of Staatsolie's property or property with respect to which Staatsolie claims ownership. Supplier is not entitled to any set-off either.

SECTION 2: GENERAL PROVISIONS FOR DELIVERING SERVICES

Article 19. Implementation of the Agreement

1. Supplier has a best efforts obligation to perform the services to the best of its knowledge and to the best of its abilities, all of this in accordance with the provisions of the Agreement.
2. The services are performed by Supplier's designated employee(e) or, as the case may be, representative(s) as included in Supplier's offer. When providing the services, Supplier may only replace the designated employee(e) or, as the case may be, representative(s) if they meet the requirements or, as the case may be, the qualifications and following Staatsolie's prior consent in writing.
3. Staatsolie provides Supplier, in time, with all information that is required for the correct implementation of the Agreement.
4. During the term of the Agreement, Supplier is entitled to deliver services to other customers, unless a conflict of interest should arise. These services will never affect the delivery of services to Staatsolie. If a conflict of interest or a suspicion of any conflict of interest should occur, Supplier is obliged to notify Staatsolie of this promptly and the delivery of services to Supplier's other customer(s) can only be resumed after Staatsolie's prior permission.

Article 20. Imputable breach of contract and warranty

1. In case of an imputable breach of contract (*wanprestatie*) or, as the case may be, any failure to meet obligations during the performance of services, Staatsolie informs Supplier in writing of the nature of such breach or, as the case may be, such failure. Supplier is obliged to remedy the services or to provide the services once again within 10 (ten) working days from the date the notification is received. Should Supplier be unable to remedy the breach or, as the case may be, the failure or to provide the services once again, Staatsolie deducts the costs pro rata from the contract price due.
2. In the event a failure to meet obligations becomes apparent within 3 (three) months after any service has been completed and delivered, Supplier is obliged to remedy the failure upon the receipt of Staatsolie's notification of it, without charging any costs to Staatsolie.

Article 21. Termination before the end of the term and handover

In the event the Agreement is terminated by giving notice of termination before the end of its term (*tussentijdse opzegging*), Supplier completes the current services and, if Staatsolie should wish so, provides a handover report, within the period of time to be agreed on, after the notice of termination has been served.

SECTION 3: GENERAL PROVISIONS FOR DELIVERING GOODS

Article 22. Implementation of the Agreement

1. Unless agreed upon otherwise in writing, the goods must be ready for delivery from stock within 1 (one) working day after the Purchase Order has been received by Supplier.

2. Supplier is obliged to deliver the goods at the place and on the date agreed on.
3. The goods delivered must be
 - a. manufactured of proper materials;
 - b. identical, in all respects, to the samples, models and specifications which have been made available or have been provided by Supplier and/or Staatsolie;
 - c. fully suitable for the purpose they are intended for.
4. When delivering the goods to Staatsolie, Supplier provides all information, directions and manuals, in hard-copy, that Staatsolie requires, within reason, to use the goods in the proper way.
5. At each delivery Supplier provides Staatsolie with a delivery note stating the Purchase Order number and, where applicable, the reference number of the Agreement.
6. At each delivery the goods are inspected by a representative of Staatsolie, whether or not in the presence of a representative of Supplier. The inspection is restricted to the verification of quantity and specifications and a visual inspection of the packaging for visible damage. Staatsolie does not accept goods of which the packaging is open and/or damaged at delivery.
7. Following inspection by Staatsolie as described in paragraph 6 of this article, Staatsolie's representative signs the delivery note and may provide this with such notes as required regarding the exact quantity and/or number of goods that are not accepted by Staatsolie. Staatsolie immediately forwards a copy of this delivery note to Supplier.

Article 23. Defects

1. In the event that, following receipt, the goods should not comply with the specifications or, as the case may be, with the quality agreed on, Staatsolie notifies Supplier of this in writing within 14 (fourteen) days following the receipt of the goods.
2. Supplier is obliged to replace such goods, at its own expense and as soon as possible, but at the latest within 1 (one) month following the receipt of the written notification by Staatsolie. If the goods are not replaced within the term set, Staatsolie is entitled to return the relevant goods to Supplier at Supplier's risk and expense.

SECTION 4: GENERAL PROVISIONS FOR CONTRACTING WORK

Article 24. Implementation of the Agreement

1. Supplier undertakes to complete the work in accordance with the contract documents and the documents referred to in the Agreement.
2. Supplier undertakes to provide, at its own risk and expense, any workforce, supplies, machinery, tools and transport and any other means required to complete the work.
3. Supplier undertakes to perform the work exclusively with the staff and equipment as listed in Supplier's approved technical offer and not to alter this without Staatsolie's prior consent in writing.
4. Supplier undertakes not to perform any additional work and/or contract reductions, i.e. activities that are not included in the contract documents or that are no longer required other than agreed upon with Staatsolie in writing.
5. Supplier appoints, in writing, a representative at the workplace who will be the contact for Staatsolie for issues related to the completion of the work.

Article 25. Warranty

1. Supplier warrants (*garandeert*) that the work is performed under its supervision and responsibility, in accordance with the provisions of the Agreement, all applicable instructions issued by Staatsolie and in accordance with applicable laws and regulations.

2. Supplier warrants that the work is completed on the day stated in the Agreement. If Supplier should fail to comply with the delivery term stated in the Agreement, Staatsolie is entitled to withhold, per day, a sum equal to 0.5% of the total contract sum, with a maximum of 10% of this sum.
3. Any work performed by Supplier that fails to meet the standards stated in the Agreement is deemed deficient and is not accepted. Staatsolie notifies Supplier as soon as possible, but within the warranty period stated in the Agreement, about the deficient work, or as the case may be, about the defect. Supplier undertakes, at its own risk and expense, to immediately repair, replace, reperform or otherwise repair any deficient work, or as the case may be, defect and anything else that has been damaged or otherwise affected as a result. Any services, work, tools and materials provided by Supplier to repair or replace any deficient work or, as the case may be, defect has an extra warranty period as stated in the Agreement, which period commences on the date the repaired work is completed and accepted.
4. Any costs involved in repairing or replacing any deficient work or, as the case may be, defect including but not limited to the costs involved in revising, assessing, removing, retesting, inspecting and reinspecting it are exclusively at Supplier's risk and expense.
5. If Supplier should fail to take any measures to repair or correct, as the case may be, deficiencies within a reasonable period of time, Staatsolie may repair any deficient work, or, as the case may be, defect or may have it repaired. Supplier will then be charged for any costs involved in this.

Article 26. Evaluation

Within 1 (one) month after the completion and acceptance of the work, the performance of the Agreement is evaluated by Staatsolie and Supplier on the basis of the following criteria:

- a. quality of the work;
- b. quality of the activities performed by Supplier, including its performance in terms of compliance with Staatsolie's requirements and instructions in the areas of health, safety and environment;
- c. general findings, including any positive aspects and/or learning aspects in the context of the performance of the work.
