



PART A — GENERAL PURCHASE CONDITIONS FOR THE PROVISION OF GOODS AND SERVICES

We are pleased to be able to engage you for the purchase of goods and/or services. This document sets out the applicable general conditions.

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1 Definitions

- 1.1 **“Affiliate”** means, with respect to a particular entity, any other entity that controls, is controlled by or under common control with such entity. For purposes of this definition, “control” means owning, directly or indirectly, fifty percent (50%) or more of the voting securities of a particular entity.
- 1.2 **“Agreement”** means the agreement to which these General Purchase Conditions are attached and form a part, together with all appendices attached thereto, and all Purchase Orders (as defined in the Agreement) issued thereunder.
- 1.3 **“Loss” or “Losses”** means all damages, losses, fines, penalties, costs and expenses (including reasonable attorney’s fees) of whatever kind or nature.
- 1.4 **“Party” or “Parties”** means, individually or collectively, Vopak and Vendor.
- 1.5 **“Personal Information”** means information about an identifiable individual.
- 1.6 **“Price Schedule”** means the Price Schedule attached to the Agreement.
- 1.7 **“Vopak”** means the legal entity or entities defined as “Vopak” elsewhere in the Agreement.

1.8 “Vendor” means the party that supplies the goods, works, services or a combination thereof as specified in the Agreement.

2 General

2.1 Part A of these General Purchase Conditions apply to all offers and orders for the supply, construction and/or performance of goods, services, works or a combination thereof by Vendor to Vopak pursuant to the Agreement.

2.2 In addition to Part A of these General Purchase Conditions, the following parts are made part of these General Purchase Conditions: (i) Part B – Additional conditions for the purchase of equipment, (ii) Part C – Additional general conditions for the supply of construction services, and (iii) Part D – Additional general conditions for the supply of professional services. Each additional part will apply to the extent the goods provided or services or works performed by Vendor are covered by such additional part. The applicable parts will hereafter be referred to as the “General Purchase Conditions”.

2.3 Parties may only rely on any modification or deletion of any provision of these General Purchase Conditions if and to the extent such modification or deletion is set forth in Section 5.3 of the Agreement.

3 Offers, conclusion of the agreement

3.1 All acceptances of Purchase Orders by Vendor are binding and irrevocable.

4 Price

4.1 The agreed price (as set forth in the Price Schedule) includes all costs and rights, proper packaging, inspections, tests, certificates, (un)loading and transport charges, cost of insurance, duties, taxes, Vendor’s staff compensation, benefits, source deductions and remittances, required permits, (compliance with) safety instructions, all other delivery costs, all other items specified in the Agreement and similar costs that Vopak may reasonably expect to be included in the agreed price except, in each case, as may be modified in a written instrument executed by Vopak. Notwithstanding the foregoing, Vopak shall pay all applicable federal, provincial and state sales and goods and services taxes imposed on such agreed price (collectively, “VAT”), and Vendor shall be responsible for and pay all other federal, provincial, state and local taxes, including municipal, income, withholding, payroll, capital and place of business taxes under applicable law based upon or measured by its net income, its corporate existence or general corporate right to transact business. Vendor’s invoices shall show all VAT taxes validly imposed and due hereunder as a separate line item from the Goods or Services to which such VAT taxes relate. The Parties shall take commercially reasonable steps to co-operate with each other to minimize each other’s applicable taxes and to apply for and obtain any exemption, rebate, refund, remission or recovery of VAT taxes as paid on the purchase price hereunder, and each Party shall provide the other Party with any reasonable certificates or documents which are useful for such purpose.

4.2 Certain amounts paid or credited to non-residents of Canada are subject to income tax withholding in accordance with rates and conditions set forth in the *Income Tax Act* (Canada) (“ITA”) and regulations thereto. This non-resident tax (“NRT”) is the liability of the Vendor where Vendor is a non-resident of Canada under the ITA. Vopak may withhold this NRT from the agreed price and remit this NRT to the Canadian taxation authorities on the non-resident Vendor’s behalf where required by applicable law. Upon request, Vendor shall provide Vopak with evidence, satisfactory to Vopak, of the country of residence of Vendor and its subcontractors for purposes of determining whether withholding taxes are required to be withheld and remitted. In the event that any tax is assessed against Vopak in respect of any withholding taxes that have not been deducted or withheld from any amount paid or credited to Vendor or any subcontractor hereunder, Vendor shall indemnify, defend and hold harmless Vopak from such tax.

4.3 The agreed price is fixed and in no event subject to any price increase or surcharge unless agreed upon in writing by Vopak. Vendor must give Vopak at least 45 days written notice to consider a proposed change in pricing.



5 Payment

- 5.1 The Vendor will invoice Vopak in accordance with the Price Schedule. In the event the timing of invoices is not addressed in the Price Schedule, Vendor shall invoice Vopak no more frequently than monthly.
- 5.2 The invoices of the Vendor shall include: (i) the invoice number, (ii) the Purchase Order number, (iii) certified copies of the time/material sheets earlier approved by Vopak on which the Vendor has relied in calculating the amount of the invoice if no fixed price for the services or works has been agreed, (iv) reference to the applicable part of the Price Schedule, and (v) details as to the location and method of payment.
- 5.3 Vopak will pay the Vendor within 60 (sixty) days of the receipt of an invoice complying with article 5.2 unless otherwise agreed in writing by Vopak.

6 Delivery

- 6.1 Delivery of goods shall take place FOB Vopak's facility unless otherwise agreed to in the Agreement or the Purchase Order.
- 6.2 Time is of the essence with respect to delivery of goods. The Vendor is automatically in default, without any notice of default being required, if the agreed date of delivery set forth in the Agreement is not met.
- 6.3 The Vendor shall timely and adequately inform Vopak in advance of the exact time of delivery and possible delays in delivery. The Vendor shall upon request provide Vopak with a production and/or progress planning update and shall enable Vopak to verify the actual progress made.
- 6.4 When the Vendor encounters a delay in delivery, it shall as soon as practicable, but latest within 3 (three) days, give written notice to Vopak of such occurrence. The notice shall specify: (i) the circumstances, (ii) the likely duration of the circumstances (if known), and (iii) a recovery plan with the steps necessary to remedy such occurrence.
- 6.5 Partial deliveries or deliveries scheduled before the agreed date of delivery require Vopak's prior written approval.
- 6.6 Goods, works or services shall be deemed to be delivered only if delivered complete and fully in accordance with the Agreement and including all related documentation such as test, quality, inspection and warranty certificates, material safety data sheets, drawings, maintenance and instruction manuals, user guides and, if applicable, signed certificates of acceptance.
- 6.7 The Vendor is responsible for obtaining all applicable certificates and all necessary approvals, import licenses, custom clearing and satisfy all excise duties.

7 Planning

- 7.1 The Vendor shall conform to the working hours and/or planning of Vopak. The Vendor shall plan its work in such way that the activities of Vopak and other (sub)contractors or suppliers of Vopak are not unreasonably interrupted or disturbed.
- 7.2 For peak times, the Vendor shall provide for extra labor and have activities carried out in overtime or in shifts to the extent necessary for timely delivery to Vopak.

8 Packaging and transport of Goods

- 8.1 All goods delivered by Vendor must be marked to Vopak's instructions and must be properly packed in accordance with standard industry practice. All goods shall be packed in a way to prevent damage or deterioration during transport.
- 8.2 All packaging used shall be taken back by the Vendor upon first request of Vopak.



9 Supporting materials, tools, energy etc.

9.1 The Vendor shall provide for all the auxiliary materials, tools, personal protection and other types of equipment, including appropriate clothing and safety devices, necessary for performance under the Agreement.

9.2 If, by or on behalf of Vopak, certain auxiliary materials, tools, personal protection or other types of equipment or gas, electricity, light or water is made available to the Vendor, Vopak is entitled to charge the reasonable costs thereof to the Vendor. The use of such materials, tools, personal protection or other types of equipment or energy made available shall be for the own risk and account of Vendor.

10 Assignment, Subcontracting

10.1 Without the written approval of Vopak, the Vendor may not assign or subcontract the provision of any goods or services under the Agreement in whole or in part to any third party, or make use of personnel of third parties.

10.2 Approval of any assignment or subcontracting by Vopak under Section 10.1 above shall not release the Vendor from any obligation or liability under the Agreement.

11 Inspection and testing

11.1 Vopak is at all times and at any place entitled to carry out inspections, tests and audits with regard to the goods, works or services ordered by Vopak pursuant to the Agreement.

11.2 Inspection and/or testing by or on behalf of Vopak does not release the Vendor from any obligation, warranty or liability under the Agreement, these General Purchase Conditions or applicable law.

12 Risk and title to Goods

12.1 Vendor warrants that all goods delivered by Vendor are not subject to any retention of title, liens, hypothecs, security interests, priorities, encumbrances or any other (limited) rights of third parties. Upon the request of Vopak, Vendor shall deliver proof of its full and unencumbered title to goods delivered by Vendor.

12.2 Goods to be delivered shall be for the account and at the risk of the Vendor until completion of delivery in accordance with Section 6.6. Title to such goods passes to Vopak upon the earlier of (a) delivery to a Vopak facility in accordance with Section 6.6, or (b) payment by Vopak for such goods in accordance with Section 12.3.

12.3 If Vopak makes any payment prior to delivery and acceptance of goods, the title to the goods in respect of which such payment was made, and/or the parts or materials present at the Vendor's site that pertain to these goods, shall pass to Vopak at the time of payment. The Vendor shall identify and keep identifiable the goods it holds on behalf of Vopak and give Vopak free access to and control of such goods. The Vendor shall be considered to hold the goods on behalf of Vopak and shall undertake to have the goods insured adequately with a reputable insurance company until the completion of the delivery as defined in Section 6.6.

13 Intellectual and industrial property rights

13.1 The Vendor warrants that the use of the goods delivered and works or services supplied does not and will not infringe any intellectual property rights of third parties. The Vendor shall indemnify and hold Vopak harmless from and against any claim by third parties in this respect, and pay all Losses and costs (including reasonable attorney's fees) incurred on the part of Vopak in that respect.

13.2 All right, title and interest in drawings, sketches, illustrations, designs, models, calculations, formulas, working methods, software, reports, data, data sets, procedures, equipment and other such information and tools created by the Vendor in connection with the Agreement, and all intellectual property rights therein, shall transfer to and vest in, and shall be owned exclusively by, Vopak, on and after creation thereof free and



clear of encumbrances. Promptly upon Vopak's request Vendor shall deliver to Vopak all further documentary assurances reasonably required by Vopak to document such rights and interests and their vesting in Vopak.

- 13.3 Vendor covenants and agrees to obtain from its employees, and to cause its subcontractors to obtain from their employees, and to deliver to Vopak promptly on request, written waivers signed by such employees in favour of Vopak waiving any and all moral rights arising under the *Copyright Act* (Canada) as amended, or under similar legislation or at common law, that they may have with respect to any works in which copyright subsists developed by them and provided to Vopak as part of the deliverables under the Agreement. For certainty, such waivers will waive such individuals' rights to attribution of authorship of, rights to restrain any distortion or modification of, and rights to prohibit any use of such works and shall waive their rights to prevent the association of such works with any product, service, cause or institution that might be prejudicial to such individual's honour or reputation.

14 Confidentiality

- 14.1 The Vendor undertakes to keep strictly confidential the materials and all business information, technical information, and Personal Information, provided to it by or on behalf of Vopak or its Affiliates (the "Confidential Information") and undertakes to only use the Confidential Information in connection with, and as reasonably necessary for, its performance under the Agreement. Vendor undertakes to impose the same obligations on any employees, subcontractors and third parties which obtain Confidential Information in connection with the performance of the Agreement and warrants that such employees and third parties will comply with such obligations. If the parties have entered into a separate confidentiality agreement, the terms of such confidentiality agreement shall take precedence over this Section 14.1.

- 14.2 Vendor shall comply with all applicable laws for the protection of Personal Information or privacy in all respects regarding the Goods and Services, and all Personal Information it collects with respect thereto. Vendor shall have in place throughout the term of the Agreement appropriate technical, physical and organizational security safeguards to protect such Personal Information against unauthorized, unlawful or accidental access, collection, use, loss, theft, threats, alteration, disclosure, copying, destruction or disposal, and provide a level of security for the Personal Information that is appropriate to its sensitivity. Vendor shall respond in a timely way to any reasonable request by Vopak that may be required for Vopak to comply with privacy legislation or its privacy policies, or to comply with Vopak's information security requirements. Vendor shall, and shall cause its employees, agents, mandataries, representatives and subcontractors to, only provide or allow access to the Personal Information to those employees that need to access the information for the purposes of fulfilling the obligations of this Agreement.

- 14.3 At Vopak's request at any time, Vendor shall promptly deliver the Confidential Information, including all Personal Information, held by it under a Purchase Order to Vopak or in the alternative, if specified by Vopak, destroy it in a secure manner and deliver a certificate of an officer of Vendor to Vopak certifying that Vendor retains no copies thereof.

15 Business conduct, safety and environment

- 15.1 The Vendor, its employees and any third party it engages shall comply with all applicable laws and regulations rules, including but not limited to the rules and instructions on safety and the environment, applicable at the location where the work is executed as well as the UN Vendor Code of Conduct (2006), the UN Convention on the Rights of the Child (1989), the International Labor Organization (ILO) and the Convention on Minimum Age against Exploitation of Child Labor (1973).

- 15.2 The Vendor, its employees and any third party it engages shall comply with all codes of conduct, rules and regulations of Vopak including, without limitation, to the relevant Safety, Health and Environment policy, Vopak privacy policy, the Vopak Fundamentals on safety, the Vopak Sustainability Policy and the Vopak Code of Conduct (all published at Vopak's website www.vopak.com under Corporate documentation), and any other facility-specific safety and conduct rules delivered to Vendor, in each case as may be amended from time to time.



16 Warranty

- 16.1 The Vendor warrants that all goods delivered and works or services supplied shall (a) be free from defects in terms of design, construction, performance, material, manufacturing, composition and quality (b) be in accordance with drawings, standards and specifications supplied or used by Vopak, (c) be in material compliance with the scope of work, and (d) be safe and constructed or performed in accordance with applicable law and industry standards.
- 16.2 Vopak may rely on any warranty given or otherwise pertaining to the goods, works and/or services, irrespective of Vopak having conducted any inspection or having delivered any previous complaint to Vendor.
- 16.3 Unless otherwise agreed to in writing by the Parties, the warranty period on the part of the Vendor within which the Vendor is required to correct defects shall be 24 (twenty-four) months from the date of delivery.
- 16.4 If pursuant to this article goods delivered and/or works and/or services supplied, or parts thereof, are replaced, repaired or altered, the full warranty period shall apply to these goods, works and/or services, or parts thereof as the case maybe, as of the time of delivery.
- 16.5 Vendor hereby assigns all rights under warranties given by manufacturers or suppliers of goods, works or services forming the goods, works or services, or parts thereof, delivered to Vopak.

17 Indemnity

- 17.1 In addition to the Vendor's warranty obligations set forth in Section 16 and Vendor's other indemnity obligations under the Agreement or these General Purchase Conditions, Vendor shall indemnify, defend and hold harmless each member of the Vopak Group from and against any and all Losses arising out of or related to (a) the personal injury to or death of any Third Party or the damage to or destruction of any property, in each case to the extent arising out of or resulting from the negligence of any member of the Vendor Group (as defined below) or anyone directly or indirectly (including subcontractors) employed by any member of the Vendor Group or anyone for whose acts they may be liable, and (b) injury to or death of any member of the Vendor Group. **Vendor acknowledges that the indemnity obligation set forth in Section 17.1(b) shall exist regardless of the cause of such Losses, including the sole or joint negligence, breach of contract or other basis of liability of any member of the Vopak Group.** For purposes of this Article 17, the following terms shall have the following meanings: (a) "Vendor Group" means Vendor, any subcontractor of Vendor and each of their respective Affiliates, directors, officers, employees and independent contractors, (b) "Vopak Group" means Vopak and its Affiliates, and each of their respective directors, officers and employees, and (c) "Third Party" means any person or entity other than a member of the Vendor Group or the Vopak Group.
- 17.2 Vopak shall indemnify, defend and hold harmless each member of the Vendor Group from and against any and all Losses arising out of or related to (a) the personal injury to or death of any Third Party (as defined below) or the damage to or destruction of any property, in each case to the extent arising out of or resulting from the negligence of any member of the Vopak Group or anyone directly or indirectly employed by any member of the Vopak Group or anyone for whose acts they may be liable, and (b) injury to or death of any member of the Vopak Group. **Vopak acknowledges that the indemnity obligation set forth in Section 17.3(b) shall exist regardless of the cause of such Losses, including the sole or joint negligence, breach of contract or other basis of liability of any member of the Vendor Group.**
- 17.3 To ensure that the indemnities provided by the Vendor to the Vopak Group and by Vopak to the Vendor Group are enforceable, it is agreed by the Parties that Vopak is acting as agent (and in Quebec as mandatary) for the members of the Vopak Group with respect to the indemnities intended to be given to them by Vendor hereunder, and that Vendor is acting as agent (and in Quebec as mandatary) for the members of the Vendor Group with respect to the indemnities intended to be given to them by Vopak hereunder. Each of Vendor and Vopak agrees that it will hold any right to indemnification that any member of its respective group is intended to have under this Article 17 in trust for that person and that it shall hold all funds received by it as a result of such right and in respect of any Losses suffered by such person in trust for such person.



18 Taxes

18.1 The Vendor bears and shall pay all taxes, staff compensation, benefits, source deductions and remittances, duties, levies and charges assessed on the Vendor, its subcontractors and the officers, employees, mandataries and agents of the Vendor and the subcontractor, by competent authorities in connection with the supply of goods, works and/or services.

18.2 The Vendor shall comply with the obligations arising from employment insurance laws and tax laws. The Vendor shall be liable for, defend and hold Vopak harmless from all Losses, including interest, penalties and costs, incurred by Vopak in relation to any claims of the tax authorities resulting from the Vendor's non-compliance with such laws. The Vendor shall take all measures which Vopak may reasonably require to avoid that it becomes liable for any claims and/or additional levies for Vendor's staff compensation, source deductions, remittances and/or taxes related to personnel of or hired by the Vendor or its subcontractors. The Vendor shall indemnify, defend and hold harmless Vopak against any claims and/or additional levies for staff compensation, source deductions, remittances and/or taxes related to the Agreement.

19 Non-assignment

19.1 Without the written approval of Vopak, the Vendor is not permitted to assign any claims it might have against Vopak without the prior written consent of Vopak.

20 Miscellaneous

20.1 If a provision of the General Purchase Conditions is or becomes invalid or non-binding, the Parties shall remain bound to the remaining part of the General Purchase Conditions. The Parties shall replace the invalid or non-binding provision by a provision which is valid and binding, and the effect of which, given the contents and purpose of the general purchase conditions, is to the greatest extent possible, equal or similar to that of the invalid or non-binding part.

20.2 If the Vendor is of the opinion that a provision of the General Purchase Conditions conflicts with another provision of the General Purchase Conditions, it shall inform Vopak thereof. Within 7 (seven) days thereafter, Vopak shall advise the Vendor which provision prevails if Vopak agrees that the provisions are conflicting.

20.3 The obligations of the Vendor under article 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 will be of a continuing nature and survive the termination or expiration of the Agreement.

20.4 A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right power or remedy.

20.5 Except as otherwise provided in the General Purchase Conditions, the following principles shall be applied for the interpretation of these general purchase conditions: (i) the singular includes the plural and the plural the singular, (ii) references to "writing" include only letters (by courier, registered or unregistered), faxes and e-mail, (iii) the words "include", "including" and "includes" shall be deemed to be followed by the words "without limitation", and (iv) headings of clauses and annexes are for convenience only and shall not affect the interpretation of these general purchase conditions.

20.6 Each party must pay its own costs of negotiating, preparing and executing the Agreement.

20.7 Vendor acknowledges and agrees that it is an independent contractor of Vopak, and the Agreement shall not be construed to create any association, partnership, joint venture, employee, mandatary or agency relationship between Vendor (or any of its employees) and Vopak for any purpose. Vendor has no authority (and shall not hold itself out as having authority) to bind Vopak and Vendor shall not make any agreements or representations on Vopak's behalf without Vopak's prior written consent.

20.8 All insurance policies of Vendor with respect to this Agreement shall require the insurer to waive its rights of subrogation against any individual, firm, or corporation, their subsidiaries, factors or assigns for whom or with whom Vopak may be working.

21 Disputes; Waiver of Jury Trial

21.1 Each Party acknowledges and agrees that any dispute which may arise under the Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement or the Goods to be delivered or Services to be performed thereunder.



PART B — ADDITIONAL CONDITIONS FOR THE PURCHASE OF EQUIPMENT

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1 General

- 1.1 These additional conditions for the purchase of equipment apply, in addition to Part A and any other applicable parts of these General Purchase Conditions, to all offers and orders pertaining to the sale of equipment by Vendor to Vopak.
- 1.2 If the equipment requires installation, inspection, commissioning, repair and/or correction services, Part C - Additional conditions for the supply of construction services will also apply.

2 The equipment

- 2.1 The Vendor shall manufacture and/or supply all the equipment in accordance with the applicable functional and/or technical specifications and any and all other applicable plans, procedures, specifications, drawings and requirements requested by Vopak.
- 2.2 The Vendor shall manufacture, document, deliver, install, commission and/or repair the equipment in accordance with any reasonable instructions of Vopak.
- 2.3 The Vendor shall undertake that any applicable certificates of compliance or design approval from a certifying agency and/or all necessary approvals from governmental authorities shall be obtained in time and at the earliest available opportunity.
- 2.4 Partial supply of the equipment shall not obligate Vopak in any way to make a partial approval of the equipment or consideration as to whether the supplied part of the equipment complies with the Vendor's obligations.

3 Variations

- 3.1 Vopak has the right at any time to issue instructions to the Vendor to make any increases, decreases, omissions, substitutions and changes to the time schedules or any part of the equipment as regards its quality, form, character, kind or dimension, provided that Vopak submits such changes in writing to the Vendor.



- 3.2 The Vendor shall not make any variation except with the written consent of Vopak.
- 3.3 All variations shall be executed and completed under the provisions of the Agreement and these General Purchase Conditions.
- 3.4 Changes and additions shall not lead to an increase of the agreed price or an extension of the agreed time or date of delivery unless and to the extent reasonable, and provided that the Vendor has made a written proposal to Vopak with respect to an increase or an extension before the completion of the variation and always provided that Vopak has approved such price increase or extension of time in writing.
- 3.5 If a change results in a decrease of the supply by the Vendor or a decrease of the agreed price thereof, Vopak is entitled to a proportional price decrease.

4 Design and drawing verification

- 4.1 Unless Vopak has indicated that a third party will be responsible for the basic and/or detailed design of the equipment, the Vendor shall be responsible for the basic and/or detailed design of the equipment and shall deliver same in accordance with good engineering practice and any design conditions.
- 4.2 The Vendor shall be responsible for the accuracy and completeness of the specifications, drawings and other documentation provided by Vopak and/or any third party and shall not be able to rely upon the inaccuracy or incompleteness of the documentation provided. The Vendor shall notify Vopak within 5 (five) days after discovery that the specifications, drawings and other documentation received from Vopak and/or any third party for the supply of equipment should be adjusted and/or amended.
- 4.3 Upon the request of Vopak, the Vendor shall, prior to the commencement of the work related to the manufacturing and supply of the equipment, furnish to Vopak for its review and approval, complete drawings, calculations for the design and other construction documentation. The Vendor shall remain responsible for the design and the documentation related thereto, whether or not such documentation has been approved by Vopak.

5 Delivery plan

- 5.1 Upon the request of Vopak, the Vendor shall furnish a detailed delivery plan in which the Vendor describes the order, timing and duration of the work for the assessment and approval of Vopak.
- 5.2 As soon as Vopak has approved such delivery plan, the delivery plan forms an integral part of the Agreement. Deviation from the approved delivery plan is only permitted with the prior written approval of Vopak.

6 Progress reports and certificates

- 6.1 The Vendor shall provide progress reports of the work on a monthly basis, unless Vopak requests reports on a shorter or longer basis.
- 6.2 If Vopak is required to make progress payments for the equipment pursuant to the Agreement or any Purchase Order, progress certificates shall be prepared by the Vendor when and as required by Vopak. Such certificates shall contain the quantity of work executed during the preceding period and the value of such work on the basis of the agreed price.

7 Performance bond

- 7.1 If Vopak has to make payments prior to the acceptance of the equipment, the Vendor shall provide Vopak, upon its request, with an unconditional and irrevocable performance bond or other similar forms of guarantee as security for the fulfillment of the Vendor's obligations under the Agreement, for the amount(s) which Vopak has to pay to the Vendor prior to the acceptance.



7.2 The performance bond or other similar form of guarantee shall be issued by a bank or insurance company approved by Vopak.

7.3 If the validity of the performance bond or other similar form of guarantee expires before the date of acceptance of the equipment, the Vendor shall arrange for extension of the validity.

8 Handover of documentation

8.1 The Vendor shall prepare and handover a complete set of all documents in connection with the equipment, including warranty and test certificates, inspection certificates of individual items and test results. All documentation and required certificates are included in the agreed price.

9 Inspection and testing of equipment

9.1 Vopak and its appointed representative(s) are at all times entitled to inspect or have inspected the equipment or part(s) thereof, to examine or have examined and/or to test or have tested the equipment or part(s) thereof, irrespective of where the equipment or part(s) thereof are manufactured. For this purpose, Vopak shall have free access to the sites on which the equipment or part(s) of the equipment are being manufactured.

9.2 Upon the discovery of any discrepancies or defects in or to the equipment, Vopak will inform the Vendor. The Vendor shall repair and replace without cost or delay any discrepancy or defect discovered during inspection.

9.3 Failure of Vopak to make such inspection of the equipment shall not relieve the Vendor from its obligations under the Agreement or these General Purchase Conditions nor prejudice the rights of Vopak thereafter to reject or require correction of the defective equipment in accordance with the provisions of these General Purchase Conditions.

9.4 Inspection, review, examination, testing, purchase, comment, approval and/or payment by or on behalf of Vopak does not release the Vendor from any obligation, warranty or liability under the Agreement or these General Purchase Conditions.

10 Spare parts

10.1 Upon the request of Vopak, the Vendor shall deliver a critical and a full spare parts list of the equipment with Vendor's spare parts numbers, part names, full prices and expected lifetime.

10.2 Parts ordered from this list by a separate order within 6 (six) months of the effective date of the Agreement will be delivered FOB Vopak's facility, within the agreed delivery time of the equipment.

10.3 The Vendor shall supply all spare parts needed at competitive prices for a period of ten (10) years from the date of the certificate of acceptance if Vopak so requests.

11 Assembly, performance and acceptance

11.1 The Vendor shall be responsible for the complete assembly, installation, construction and commissioning of the equipment at the site of Vopak in accordance with the applicable specifications. The Vendor shall see to it that the equipment is in good working condition and shall test the equipment or parts thereof prior to the site acceptance test.

11.2 As soon as the equipment or any part thereof has, in the opinion of the Vendor, been delivered and is ready for operational use by Vopak, excluding minor items not materially affecting the operation, use or safety of the equipment, the Vendor shall carry out the site acceptance test. Vopak shall be notified of the time of such testing fourteen (14) days before the commencement of such test.



- 11.3 The Vendor shall supply the required personnel for the site acceptance test at the risk and account of the Vendor irrespective of the facilities used for testing may belong to Vopak or any third party. All costs associated with assembly, tests and commissioning shall be for the Vendor's account.
- 11.4 Vopak shall issue the certificate of acceptance within 5 (five) days upon completion of the site acceptance test acceptable to Vopak. If the equipment or any part thereof fails to pass the site acceptance test, the Vendor shall for its own account make such changes, modifications and/or additions to the equipment or any part thereof as may be necessary to meet the applicable specifications and repeat such test.
- 11.5 If the equipment or any part thereof fails to pass the repeated test, Vopak may, at its own discretion: (i) order necessary changes or modifications and/or additions and further performance tests, (ii) without prejudice to any other rights Vopak has under the Agreement, appoint for the Vendor's account other contractors to bring the equipment in compliance with the applicable specifications, (iii) reject the equipment, or any part thereof and receive a refund of the portion of the purchase price already paid by Vopak, or (iv) request the Vendor to proceed with performing its obligations under the Agreement as if the performance tests have been passed successfully and reduce the agreed price by such amount as may be agreed upon the Vendor and Vopak in respect of such failure to pass the performance tests.

12 Transfer of ownership

- 12.1 Upon the transfer of ownership, the Vendor shall handover to Vopak all documentation, including certificates of ownership, and do all that is necessary to effect the transfer. The Vendor hereby grants to Vopak an irrevocable power of attorney to do all that is necessary to effect the transfer of legal title of the equipment or any part thereof to Vopak.
- 12.2 The risk of loss and damage to the equipment shall not pass to Vopak before signing of the certificate of acceptance by Vopak. Any signature made or document issued for the purpose of the acknowledgement of receipt of the equipment delivered does not qualify as signing and/or issuing of a certificate of acceptance.

13 Warranty

- 13.1 In addition to Part A – article 16, the following applies. If the Vendor is requested to remedy a defect, and in the event that the Vendor does not commence work to correct the warranty claims within seven (7) days, Vopak has the right, after written notice to the Vendor, to arrange the repair/correction at the Vendor's expense. In such event, the Vendor shall furnish to Vopak the Vendor's technical instructions within 1 (one) day after receiving a written request by Vopak to bring Vopak in the position to follow such instructions. In the event the Vendor does not provide technical instructions, the technical instructions are incomplete or otherwise inadequate to resolve the claimed issue, Vopak has the right, after one (1) day following delivery of written notice to the Vendor, to define the repair/correction based on the local knowledge and arrange repair/correction at the Vendor's expense.

The Vendor's warranty shall remain in full force and effect, including any repairs made by Vopak.

14 Insurance

- 14.1 The Vendor shall at its own cost as of the effective date of the Agreement until signing of the certificate of acceptance obtain and maintain in effect adequate and sufficient insurance as required by Vopak, including but not limited to: Worker's Safety Compensation Insurance coverage provided by the workers safety compensation board or equivalent body of the province in which the Services are provided, for all staff of Vendor and its subcontractors, General Commercial Liability Insurance against liability for death or injury, liability for property damage and liability for financial loss, Professional Indemnity Policy, Motor Vehicle Policy, Construction all Risks Policy, Goods Insurance Policy including coverage for transportation and goods in transit, Land Based Equipment Insurance, Employer's Liability Insurance and any other insurance which the Vendor is obliged to carry out under applicable law. All policies for such insurance shall be primary, non-contributing with, and not in excess to, any insurance available to Vopak, shall name Vopak as an additional insured thereunder, shall contain a cross-liability clause, and shall provide that such policies shall not be cancelled or materially changed except upon thirty (30) days' prior written notice (by registered mail, receipt requested) to Vopak.



14.2 The Vendor shall furnish promptly to Vopak upon request reasonable evidence of the insurance coverage set out in this article (and undertakes promptly to ensure similar cooperation from its subcontractors).



PART C — ADDITIONAL GENERAL CONDITIONS FOR THE SUPPLY OF CONSTRUCTION SERVICES

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1 General

1.1 These general conditions for the supply of construction services apply, in addition to Part A and any other applicable parts of these General Purchase Conditions, to all offers and orders pertaining to the supply of construction services by a Vendor to Vopak.

2 The construction services

2.1 The Vendor shall provide all the equipment including sheds, personnel, work and services necessary to execute and complete the construction services in accordance with the applicable technical specifications and any and all other plans, procedures, specifications, drawings and requirements.

2.2 The Vendor ensures that all facilities, services and equipment used for the execution of the construction services are fit for their intended purpose and of good quality and workmanship throughout the term of the Agreement. The Vendor shall provide all management services, supervision, personnel and labor as necessary for performing the construction services unless otherwise specified in the Agreement.

2.3 The Vendor shall immediately visually inspect all materials and equipment furnished by Vopak and its other suppliers before using same and shall notify Vopak within five (5) days of any defect therein to permit replacement or repair. Upon completion, the Vendor shall return all relevant materials and equipment furnished by Vopak and its other contractors in the same condition in which it was received taking into account normal wear and tear.

2.4 The Vendor shall manufacture, document, deliver, install, commission and/or repair the construction services in accordance with any reasonable instructions of Vopak.

2.5 The Vendor shall undertake that any applicable certificates of compliance or design approval from a certifying agency and/or all necessary approvals from the governmental authorities shall be timely obtained.



2.6 Partial supply of the construction services shall not oblige Vopak in any way to make a partial approval of the construction services or consideration as to whether the supplied part of the construction services complies with the Vendor's obligations.

3 Variations

3.1 Vopak has the right at any time to issue instructions to the Vendor to make any increases, decreases, omissions, substitutions and changes to the personnel, time schedules or any other part of the construction services with respect to its quality, form, character, kind or dimension, provided that Vopak submits a written change order to the Vendor.

3.2 The Vendor shall not make any variation except with the written approval of Vopak.

3.3 All variations shall be executed and completed under the provisions of the Agreement and these General Purchase Conditions.

3.4 Changes and additions shall not lead to an increase of the agreed price or an extension of the agreed time or date of delivery unless and to the extent reasonable, and provided that the Vendor has made a written proposal to Vopak with respect to an increase or an extension before the execution of the variation and always provided that Vopak has approved such price increase or extension of time in writing.

3.5 If a change results in a decrease of the supply by the Vendor or a decrease of the agreed price thereof, Vopak is entitled to a proportional price decrease.

4 Design and drawing verification

4.1 Unless Vopak has indicated that a third party will be responsible for the basic and/or detailed design of the construction services, the Vendor is responsible for the basic and/or detailed design of the construction services and shall deliver same in accordance with good engineering practice and any design conditions.

4.2 The Vendor shall be responsible for the accuracy and completeness of the specifications, drawings and other documentation provided by Vopak and/or any third party and shall never be able to rely upon the inaccuracy or incompleteness of the documentation provided. The Vendor shall notify Vopak within five (5) days after receipt when, in Vendor's opinion, the specifications, drawings and other documentation received from Vopak or any third party for the supply of construction services should be adjusted or amended.

4.3 Upon the request of Vopak, the Vendor shall, prior to the commencement of the construction services, furnish to Vopak for its review and approval, complete drawings, calculations and other construction documentation required to supply the construction services. The Vendor shall remain responsible for the design and the documentation related thereto, whether or not such documentation has been approved by Vopak.

5 Working plan

5.1 The Vendor shall furnish a detailed working plan in which the Vendor describes the order, timing and duration of the construction services as well as the number of workmen, sheds at the site of Vopak and utility requirements during the various stages and phases of the construction services for the assessment and approval of Vopak.

5.2 As soon as Vopak has approved such working plan, the working plan forms an integral part of the Agreement. Deviation from the approved working plan is only permitted with the prior written approval of Vopak.

5.3 If the term for completion of the construction services is described in workable days, workable days shall only qualify as unworkable if and when the construction services could not be executed for more than five (5) hours on a day due to circumstances beyond Vendor's control.



6 Progress reports and certificates

- 6.1 The Vendor shall provide progress reports on a monthly basis, unless Vopak requests for reports on a shorter or longer basis.
- 6.2 If Vopak is required to make progress payments for the construction services, progress certificates shall be prepared by the Vendor when and as required by Vopak. Such certificates shall contain the work performed during the preceding period and the value of such work on the basis of the agreed price.

7 Fees and payment

- 7.1 If no fixed price for the construction services has been agreed, the Vendor shall only be entitled to fees for time which is actually spent on the required level of competency by the Vendor's personnel supplying the construction services for Vopak and approved as such by Vopak.
- 7.2 All expenses relating to travel by the Vendor's personnel to the location where the construction services are performed and lodging are for the account of the Vendor and not chargeable to Vopak unless otherwise agreed to in writing by Vopak.
- 7.3 With respect to all construction services performed for Vopak by Vendor, the Vendor shall, upon request of Vopak, provide progress reports at such intervals as is requested by Vopak.
- 7.4 Vopak may hold back from payment for any Goods or Services provided hereunder a percentage of such amount otherwise payable as stipulated by construction lien legislation applicable to the site where the work is performed. The amount of such holdback shall be due and payable on the day following the expiration of the holdback period stipulated in such lien legislation applicable to such work site. Where lien legislation does not exist or apply, the holdback amount may be withheld and shall be due and payable in accordance with other legislation, industry practice, or provisions which may be agreed to between the parties. Vopak may retain out of the holdback amount any sums required by law to satisfy any liens against the work or, if permitted by the lien legislation applicable to the site where the work is performed, other third party monetary claims against Vendor or its subcontractors which are enforceable against Vopak. Vendor shall take prompt and diligent actions, at its expense, to cause all registrations of liens made against Vopak's property as a result of the work to be removed.

8 Performance bond

- 8.1 The Vendor shall provide Vopak, upon its request, with an unconditional and irrevocable performance bond or other similar form of guarantee as security for the fulfillment of the Vendor's obligations under the Agreement. Such bond shall be for the amount(s) which Vopak has to pay to the Vendor under the Agreement.
- 8.2 The performance bond or other similar form of guarantee shall be issued by a bank or insurance company approved by Vopak.
- 8.3 If the validity of the performance bond or other similar form of guarantee expires before the date of acceptance of the construction services, the Vendor shall arrange for extension of the validity.

9 Handover of documentation

- 9.1 The Vendor shall prepare and handover a complete set of all documents in connection with the construction services, including warranty and test certificates, inspection certificates of individual items and test results. All documentation and required certificates are included in the agreed price.

10 Access to site

- 10.1 Vopak shall allow the Vendor and persons on behalf of the Vendor access to the site provided that this is deemed necessary for the execution of the Agreement or in connection therewith, subject to the following



provisions which the Vendor shall be bound to communicate to all persons on its behalf needing access to the site.

- 10.2 Access shall only be authorized during normal working hours as established for the site. Outside normal working hours, access can only be obtained after prior approval in writing from Vopak.
- 10.3 Access is only granted to those persons whose particulars – initials, name, date of birth, complete address, date of appointment or hiring and function – have been registered on a list that the Vendor is bound to submit not later than 1 (one) business day before the start of each working week. These persons shall be bound to identify themselves forthwith, upon request, and will allow Vopak to make copies of identification documents and, if applicable, residence and work permits.
- 10.4 All persons who enter the site and are present there are obliged, and deemed to have acquainted themselves, with the legal regulations and applicable business rules at Vopak's premises, and must strictly adhere to these rules and regulations as well as all instructions and directions given by or on behalf of the Vopak.

11 Site regulations, safety, health and environment

- 11.1 The Vendor is responsible for the safe performance of the obligations under the Agreement and specifically the safe performance of the construction services and shall give the highest priority to safety in order to avoid injury to any person and/or damage to any property.
- 11.2 The Vendor shall ensure that both Vendor and its subcontractors strictly comply with any applicable safety, health and environmental legislation and any safety, health or environmental policies, procedures and standards of Vopak. Upon request Vopak is entitled to carry out an audit in this respect. All costs incurred in complying with this provision shall be for the sole account of Vendor.
- 11.3 In the event that conditions arise or occur which do or are likely to endanger any persons or property during the Vendor's performance of its obligations under the Agreement, the Vendor shall immediately inform Vopak and proceed to take such action as Vopak deems necessary.
- 11.4 All accidents, environmental hazards and/or spills which incur in relation to the execution of the construction services shall be reported immediately to Vopak. Appropriate measures shall be taken by the Vendor to prevent further damage. If needed Vopak shall be allowed to take appropriate action by itself or to order a third party to remediate such hazards, spills and accidents.
- 11.5 Upon request, the Vendor shall submit to Vopak a written annual report on health, safety and environment within Vendor's organization stating the number of incidents, cause, injury status (if applicable) together with the adequate measures that have been taken by the Vendor to prevent reoccurrence of such event and any further damage.

12 Inspection and testing of construction services

- 12.1 Vopak and its appointed representative(s) are at all times entitled to inspect or have inspected the construction services or part(s) thereof, to examine or have examined the construction services and/or to test or have tested the construction services or part(s) thereof, irrespective of where the construction services or part(s) thereof are performed. The same applies to all results of the construction services. For this purpose, Vopak shall have free access to the sites on which the construction services or part(s) of the construction services are being performed.
- 12.2 Upon the discovery of any discrepancies or defects in or to the construction services, Vopak will inform the Vendor. The Vendor shall repair and replace without cost or delay any discrepancy or defect discovered during inspection.
- 12.3 Failure of Vopak to make such quality surveillance in or to the construction services or to discover defective design, materials or workmanship shall not relieve the Vendor from its obligations under the Agreement nor prejudice the rights of Vopak thereafter to reject or require correction of the defective work, in accordance with the provisions of these General Purchase Conditions.



12.4 Inspection, review, examination, testing, purchase, comment, approval and/or payment by or on behalf of Vopak do not release the Vendor from any obligation, warranty or liability under these General Purchase Conditions.

13 Completion and acceptance of construction services

13.1 The Vendor shall be responsible for the complete execution of the construction services at the site of Vopak in accordance with the applicable specifications and requirements. The Vendor shall see to it that the construction services have been properly performed and shall verify this prior to the agreed date or time for acceptance by Vopak.

13.2 Upon completion of the construction services, Vopak may instruct an independent inspector to conduct an inspection with regard to the construction services. If the inspector holds the opinion that the construction services do not meet the applicable specifications and requirements, the Vendor shall for its own account make such changes, modifications and/or additions to the construction services or any part thereof as may be necessary to meet the applicable specifications and requirements. The same shall apply if and when Vopak establishes such non-compliance by the Vendor.

13.3 The Vendor shall clean and restore the site and/or the storage space used for the performance of the construction services in the condition in which the site or storage space existed prior to the performance of the construction services. Such cleaning and restoration shall be completed, at the latest, on the day on which the construction services are ready for acceptance.

13.4 The Vendor shall remove from the site all waste material and other residues that resulted from the performance of the construction services and/or any cleaning activities undertaken by the Vendor.

14 Warranty

14.1 In addition to Part A – article 16, the following applies. If the Vendor is requested to remedy a defect, and in the event that the Vendor does not commence work to correct such defect within seven (7) days after receiving the request, Vopak has the right, after written notice to the Vendor, to arrange for the repair/correction at the Vendor's expense. In such event, the Vendor shall furnish to Vopak the Vendor's technical instructions within one (1) day of the written notice in order to bring Vopak in the position to follow such instructions. In the event the Vendor does not provide technical instructions, the technical instructions are incomplete or otherwise inadequate to resolve the claimed issue, Vopak has the right, after one (1) day of written notice to the Vendor, to define the repair/correction based on Vopak's knowledge and arrange repair/correction at the Vendor's expense.

15 Insurance

15.1 The Vendor shall at its own cost as of the effective date of the Agreement until signing of the certificate of acceptance by Vopak, obtain and maintain in effect adequate and sufficient insurance, including but not limited to: Worker's Safety Compensation Insurance coverage provided by the workers safety compensation board or equivalent body of the province in which the Services are provided, general commercial liability insurance against liability for death or injury, liability for property damage and liability for financial loss, professional liability insurance, motor vehicle insurance, construction all risks insurance, goods insurance, including coverage for transportation and goods in transit, land based equipment insurance, employer's liability insurance and any other insurance which the Vendor is obliged to carry under applicable law. All policies for such insurance shall be primary, non-contributing with, and not in excess to, any insurance available to Vopak, shall name Vopak as an additional insured thereunder, shall contain a cross-liability clause, and shall provide that such policies shall not be cancelled or materially changed except upon thirty (30) days' prior written notice (by registered mail, receipt requested) to Vopak.

15.2 The Vendor shall furnish promptly to Vopak upon request reasonable evidence of the insurance coverage set out in this article (and undertakes promptly to ensure similar co-operation from its subcontractors).



PART D — ADDITIONAL GENERAL CONDITIONS FOR THE SUPPLY OF PROFESSIONAL SERVICES

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1 General

1.1 These general conditions for the supply of professional services apply, in addition to Part A and any other agreed parts of these General Purchase Conditions, to all offers and orders pertaining to the supply of professional services by a Vendor to Vopak.

2 The professional services

2.1 The Vendor shall perform and complete the services with the care, skill and diligence and in accordance with the standards currently recognized by its profession and shall be responsible for the professional quality, technical accuracy, completeness and coordination of all reports, plans, information and other items and services furnished by the Vendor under the Agreement.

2.2 The Vendor ensures that all facilities, services and equipment used for the performance of the services are fit for their intended purpose and of good quality and workmanship throughout the term of the Agreement.

2.3 The Vendor shall undertake that any applicable certificates of compliance or design approval from a certifying agency and/or all necessary approvals from any governmental authority shall be obtained at the earliest available opportunity.

2.4 Partial supply of the services shall not oblige Vopak in any way to make a partial approval of the services or consideration as to whether the supplied part of the services complies with the Vendor's obligations.

2.5 Vopak and Vendor shall regularly communicate concerning the performance of the services. Upon request, the Vendor shall furnish a detailed working plan in which the Vendor describes the order, timing and duration of the services for the assessment and approval of Vopak.



3 Variations

- 3.1 Vopak has the right at any time to issue instructions to the Vendor to make any increases, decreases, omissions, substitutions and changes to the personnel, time schedules or any other part of the services as regards its quality, form, character, kind or dimension, provided that Vopak submits such variation in writing.
- 3.2 The Vendor shall not make any variation except with the written approval of Vopak.
- 3.3 All variations shall be executed and completed under the provisions of the Agreement and these General Purchase Conditions.
- 3.4 Changes and additions shall not lead to an increase of the agreed price or an extension of the agreed time or date of performance unless and to the extent reasonable, and provided that Vopak has approved such price increase or extension of time in writing.
- 3.5 If a change results in a decrease of the supply by the Vendor or a decrease of the agreed price thereof, Vopak is entitled to a proportional price decrease.

4 Assignment and substitution of personnel

- 4.1 The Vendor shall assign qualified personnel suitable for the services each with at least the agreed and/or required level of competence necessary for the services. If Vendor assigns personnel with qualifications higher than necessary for the supply of services, it may only charge Vopak the hourly rate applicable to suitable personnel.
- 4.2 The Vendor shall not substitute the personnel assigned for the services, be it temporarily or permanently, without Vopak's prior written approval.
- 4.3 If Vopak requests the substitution of personnel because Vopak considers this to be desirable or necessary, the Vendor shall comply with this request within two (2) days after such request, without any additional costs.

5 Fees and payment

- 5.1 For the supply of services Vopak shall pay to the Vendor the fees that are set forth in the Agreement.
- 5.2 If the services cannot be supplied by Vendor due to a waiting period occurring on Vopak's site, the first hour of the waiting period is for the account of the Vendor. Vopak shall thereafter pay to the Vendor the agreed (hourly) fees of Vendor's personnel during the waiting period against the presentation of time sheets approved by Vopak and provided that Vendor has notified Vopak of the waiting period within 30 (thirty) minutes after the beginning of the waiting period. Notwithstanding the foregoing, this provision shall only be applicable to Vendors that are paid on an hourly basis.
- 5.3 All expenses relating to travel by the Vendor's personnel to the location where the services are performed and lodging are for the account of the Vendor and not chargeable to Vopak unless otherwise agreed to in writing by Vopak.

6 Access to site

- 6.1 Vopak shall allow the Vendor and persons on behalf of the Vendor access to the site provided that this is deemed necessary for the performance of the services, subject to the following provisions which the Vendor shall be bound to communicate to all persons on its behalf needing access to the site.
- 6.2 Access shall only be authorized during normal working hours as established for the site. Outside normal working hours, access can only be obtained after prior approval in writing from Vopak.
- 6.3 Access is only granted to those persons whose particulars – initials, name, date of birth, complete address, date of appointment or hiring and function – have been registered on a list that the Vendor is bound to



submit not later than 1 (one) day before the start of each working week unless otherwise agreed to in writing by Vopak. These persons shall be bound to identify themselves forthwith, upon request, and will allow Vopak to make copies of identification documents and, if applicable, residence and work permits.

- 6.4 All persons who enter the site and are present there are obliged, and deemed to have acquainted themselves, with the legal regulations and applicable rules at Vopak's premises, and must strictly adhere to these rules and regulations, as well as all instructions and directions given by or on behalf of Vopak.

7 Compliance

- 7.1 Both the Vendor and its personnel shall at all times comply with the rules and regulations that are applicable to Vopak with respect to the services and any other rules and regulations that Vopak requests the Vendor and its personnel to comply with.
- 7.2 The Vendor's and/or its personnel's use of Vopak computers and computer facilities shall at all times be in accordance with Vopak's procedures, guidelines, directions and sound data processing practices and procedures and without interference with Vopak's own data processing activities.
- 7.3 The Vendor warrants that the Vendor and its personnel shall not directly or indirectly trade in securities (including without prejudice to the generality of that term: stocks, options and derivatives) on the basis of information obtained in connection with the services executed under the Agreement.
- 7.4 The Vendor warrants that it shall at all times comply with all applicable regulations regarding the protection of personal data, including Vopak's own regulations regarding the protection of personal data, if any.
- 7.5 The Vendor warrants that it has obtained all requisite licenses and permits for supplying the services and has at all times complied with all terms and conditions of those licenses and permits and nothing might prejudice the continuation or renewal of any of those licenses and permits.
- 7.6 The Vendor warrants that all Vopak data which it collects during the execution of the Agreement will be stored within the Vendor's organization in such a manner that such data is logically separated from any data which the Vendor has collected and stored within the Vendor's organization from the Vendor's other clients.

8 Inspection and testing of professional services

- 8.1 Vopak and its appointed representative(s) are at all times entitled to inspect or have inspected the services or part(s) thereof, to examine or have examined the services and/or to test or have tested the services or part(s) thereof, irrespective of where the services or part(s) thereof are performed. For this purpose, Vopak shall have free access to the sites on which the services or part(s) of the services are being performed.
- 8.2 Upon the discovery of any discrepancies or defects in or to the services, Vopak will inform the Vendor. The Vendor shall repair and replace without cost or delay any discrepancy or defect discovered during inspection.
- 8.3 Failure of Vopak to make such quality surveillance in or to the services or to discover defective design, materials or workmanship shall not relieve the Vendor from its obligations under the agreement nor prejudice the rights of Vopak thereafter to reject or require correction of the defective services, in accordance with the provisions of these General Purchase Conditions.
- 8.4 Inspection, review, examination, testing, purchase, comment, approval and/or payment by or on behalf of Vopak does not release the Vendor from any obligation, warranty or liability.

9 Completion and acceptance of professional services

- 9.1 The Vendor shall be responsible for the complete performance of the services in accordance with the applicable specifications and requirements. The Vendor shall see to it that the services have been properly performed and shall verify this prior to the agreed date or time for completion, if any.



9.2 If applicable, the Vendor shall clean and restore the site and/or the storage space used for the performance of the services in the condition which such site or storage space existed prior to the performance of the services.

10 Warranty

10.1 In addition to Part A – article 16, the following applies. The Vendor warrants that its personnel shall have the necessary skill and expertise (including sufficient skills of the language of the country, state or province where the services are to be performed) to supply the services, that all services will be performed in a professional workmanlike manner and in a manner that meets or exceeds reasonably accepted industry practices for such services.

10.2 The Vendor warrants that any software and any documents or files in any electronic format provided in connection with the Agreement to Vopak as well as any software used as tools by the Vendor in the execution of the services will be free from any and all computer viruses. Computer viruses shall include all software traps, viruses, worms, or code (including any passwords unknown to Vopak, disabling devices or codes whatsoever) which would interfere with access to and intended use of the software, documentation or files or which would destroy or alter Vopak's data or in any way prejudice the integrity thereof.

11 Publicity

11.1 Without prejudice to the Vendor's obligation regarding Confidential Information described in Part A – article 14, the Vendor explicitly acknowledges that without Vopak's prior written approval the Vendor is not entitled to refer to the Agreement or to its relationship with Vopak for marketing or other commercial purposes.

12 Non-Solicit

12.1 The Vendor shall, during the performance of services under the Agreement as well as during a period of one (1) year following the termination of the Agreement, not in any way, directly or indirectly, approach or entice any employee of Vopak to (a) terminate their employment with Vopak, or (b) enter into an agreement with the Vendor or an Affiliate of Vendor's affiliate with respect to employment or any other business relationship.

13 Transition of services

13.1 Upon or prior to termination of the Agreement and if requested by Vopak, the Vendor shall diligently cooperate with Vopak to effect a smooth and orderly transition of the services from the Vendor to Vopak or to any third party designated by Vopak.

14 Insurance

14.1 The Vendor shall, at its own cost, obtain and maintain in effect adequate and sufficient insurance, including but not limited to Worker's Safety Compensation Insurance coverage provided by the workers safety compensation board or equivalent body of the province in which the Services are provided, Professional Liability Insurance, Employer's Liability Insurance and any other insurance which the Vendor is obliged to carry under applicable law. All policies for such insurance shall be primary, non-contributing with, and not in excess to, any insurance available to Vopak, shall name Vopak as an additional insured thereunder, shall contain a cross-liability clause, and shall provide that such policies shall not be cancelled or materially changed except upon thirty (30) days' prior written notice (by registered mail, receipt requested) to Vopak.

14.2 The Vendor shall furnish promptly to Vopak upon request reasonable evidence of the insurance coverage set out in this article (and undertakes promptly to ensure similar cooperation from its subcontractors).