

**General Purchase Conditions
Goods and Services
(November 2017)**

These General Purchase Conditions (the "Terms") apply to and form an integral part of all requests for proposal, quotations and Purchase Orders for the supply of Goods by Supplier to Customer (all as defined hereinafter). Customer expressly rejects the applicability of any other general terms and conditions or stipulations of Supplier.

1. DEFINITIONS

- a. **Customer** means Stichting The Ocean Cleanup (company registration number 57262632), Martinus Nijhofflaan 2, 2624 ES, Delft, The Netherlands or an affiliated company which issues the Purchase Order or request for proposal.
- b. **Goods** means the goods, products, materials, liquids, equipment, design, services and/or all pertaining documents to be supplied as specified in the Purchase Order and any part or component thereof or incorporated therein.
- c. **Services** means the services and/or all pertaining deliverables to be provided as specified in the Purchase Order and any part or component thereof or incorporated therein.
- d. **Supplier** means the person, corporation or company identified in the Purchase Order as the Supplier of the Goods and/or the Services.

2. PURCHASE ORDER

- a. **Conclusion.** The Purchase Order will be issued by Customer in writing, by fax, electronically, or otherwise, and will be binding on all Parties upon Supplier's acceptance in writing, by fax, electronically or otherwise pursuant to Customer's instruction. Any modifications of or comments to the Purchase Order by Supplier are binding only if accepted by Customer in writing. Performance of any part of a Purchase Order by Supplier will operate as Supplier's unconditional acceptance of the Purchase Order.
- b. **Changes.** Customer reserves the right to make changes to the Purchase Order. In the event such changes result in a material change in the Purchase Order price, Parties shall negotiate in good faith an equitable change thereof. In order to be valid and binding any change in the Purchase Order shall be made in writing and approved by the Parties.
- c. **Termination for default.** In the event Supplier breaches these Terms and/or is in default of any of its obligations under the Purchase Order, Customer may terminate the Purchase Order, in whole or in part, without any compensation to or indemnification of Supplier and without prejudice to any other remedies or right to claim damages. After such termination Customer shall return received Goods (in whole or in part against repayment of fees already paid by Customer) and transfer ownership thereof back to Supplier.
- d. **Termination or suspension for convenience.** Customer may terminate or suspend the whole or any part of a Purchase Order at any time for any reason upon written notice to the Supplier. Upon such termination or suspension Customer and Supplier shall negotiate reasonable termination or suspension charges. Supplier agrees that any termination or suspension charges shall be limited to its actual costs of materials and labour incurred to the date of termination or suspension and its actual costs as a direct consequence of such termination or suspension, plus, in case of termination, reasonable profit and overhead on work completed to date of termination.
- e. **Termination/cancellation for insolvency.** In the event Supplier behaves in a way that Customer considers to be detrimental to the reputation of Customer or has declared bankruptcy, is in a state of liquidation, has ceased or suspended whole or substantial part of its business, is the subject of a court order or preventative legal scheme of settlement, or is in any similar situation arising from a procedure of a similar nature, prior to delivery of all Goods and/or the Services pursuant to the Purchase Order, Customer may at its option and without any compensation to Supplier (i) cancel the Purchase Order in whole or in part and return the received Goods (in whole or in part against repayment of any fees already paid by Customer) and shall transfer ownership thereof back to Supplier or (ii) terminate the

Purchase Order forthwith, in all cases without prejudice to its right to claim damages.

- f. **Survival.** Expiry, termination or cancellation of the Purchase Order shall not affect any right and/or obligation, which expressly or by its nature survives such expiry, termination or cancellation, including but not limited to representations, warranties, confidentiality obligations, intellectual property rights and accrued rights.
 - g. **Parties' interdependency.** Nothing in the Purchase Order shall be deemed to constitute either party as the agent of the other or create a partnership or joint venture between the Parties.
- 3. PRICES AND PAYMENT**
- a. **Prices.** Supplier shall perform the Purchase Order against the Price(s) mentioned therein. Unless expressly stated to the contrary, prices stated in the Purchase Order are (i) fixed and firm, (ii) not subject to any changes and inclusive (iii) of all taxes, duties, levies, fees, charges and (iv) of the costs of packaging and delivery in accordance with the specified Incoterm delivery-condition(s).
 - b. **Payment.** Unless explicitly agreed otherwise Customer shall pay the amount invoiced by Supplier for Goods and/or the Services delivered by bank transfer forty-five (45) days from Customer's receipt of the relevant invoice, provided and to the extent that the invoice is correct and not under dispute.
 - c. **Set-off.** Amounts, which Customer at any time owes to or can claim from Supplier and/or any of its affiliates, can always be set off by Customer against amounts, which Customer and/or any of its affiliates can claim from or owes to Supplier and/or any of its affiliates.

4. GOODS AND SERVICES

- a. **Specifications Goods.** Supplier warrants that the Goods will be of good materials and workmanship, free from any and all defects and from any and all liens and encumbrances and will meet the specifications of the Purchase Order. Supplier warrants that the Goods will be and remain suitable for Customer's intended use. Supplier further warrants and shall procure and produce evidence that the Goods are delivered at the agreed time and place and in accordance with the Purchase Order.
- b. **Requirements Services.** The Services shall be performed by Supplier (i) in accordance with the requirements and specifications of the Purchase Order, (ii) observing the exercise of that degree of skill, workmanship, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced Supplier, engaged in the same type of undertaking and under the same or similar circumstances, seeking to comply with its contractual obligations. Supplier warrants that the Services will be and remain suitable for the purpose for which Customer wants to deploy them, as far as this purpose can be known to Supplier.
- c. **Regulations.** Supplier warrants that the Goods and/or the Services are in compliance with all applicable laws, standards and regulations, including but not limited to registration, export, safety, health and environmental regulations and industry and professional standards. Supplier shall timely obtain any and all licenses, permits or other documents, which are necessary to the performance of the Purchase Order.
- d. **Instructions.** Supplier shall properly and timely inform and instruct Customer in writing of any special handling, storage, transportation, treatment, use or maintenance of the Goods and/or the Services required for or beneficial to (i) the safety, health and environment of Customer, its employees or other persons concerned and/or (ii) their integrity, quality, functioning and lifetime.
- e. **Completeness.** Items of Goods not specified in the Purchase Order but necessary for the

proper, safe and efficient use, operation, construction or maintenance of the Goods and for the fulfillment of Supplier's warranties are deemed to be included in the Purchase Order and shall be supplied and/or performed by Supplier at no extra cost to Customer unless otherwise specified in the Purchase Order.

- f. **Intellectual property.** Supplier expressly warrants that no Goods and/or Services or included deliverables or any other information and items furnished or used by Supplier in the performance of the Purchase Order will result in or give rise to any infringement or misappropriation of any patent, copyright, trademark, design, trade secret, proprietary data or license. The Goods supplied and/or Services rendered by Supplier or any deliverable thereof shall not require the obtaining by Customer of any consents, licenses or similar from any third party or payment to any third party. The Customer shall own all right, title and interest (including intellectual property rights, trade secret rights, sui generis database rights, and all other rights of any sort throughout the world) relating to any and all works of authorship, technical and business concepts and methods, software and software code, designs, know how, ideas and information made or conceived or reduced to practice, in whole or in part, by Supplier in connection with its performance of the Purchase Order (collectively, "Proprietary Information") and Supplier agrees to promptly disclose and provide all such Proprietary Information to the Customer. All Proprietary Information, in whatever form, are works made for hire to the extent allowed by law. In addition, if any Proprietary Information does not qualify as a work made for hire, Supplier hereby makes all assignments necessary to accomplish the foregoing ownership. Supplier shall further assist the Customer to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned.

- g. **Transfer of ownership.** The title of the Goods supplied under the Purchase Order shall pass to Customer upon delivery at the delivery point as stated in the Purchase Order.

5. DELIVERY / SUPPLY

- a. **Conditions.** Unless explicitly agreed otherwise, the Goods shall be delivered DDP site Customer as defined in the latest version of Incoterms, issued by the International Chamber of Commerce.
- b. **Time.** The time of delivery or supply of the Goods and/or the Services specified in the Purchase Order is of the essence and any delay shall be considered a material default.
- c. **Foreseeable delay.** Supplier shall immediately notify Customer in writing of any foreseeable delay and submit its proposal indicating the measures Supplier shall take to avoid or make up for the delay in order to maintain the agreed delivery time.
- d. **Packaging.** Delivery of the Goods shall be effected in adequate packaging commensurate with the required mode of transportation, handling and storage of the Goods. The costs of packaging are included in the prices. Supplier shall take back packaging materials at its own costs.
- e. **Access.** To the extent necessary for the performance of the Services Customer shall afford Supplier's personnel, with prior notice, reasonable access to Customer's premises or project locations provided always that Customer shall have the right to refuse to admit to, or order the removal from, its premises or project locations any person employed by or acting on behalf of Supplier, who in the reasonable opinion of Customer is not a fit and proper person to be on Customer's premises or project locations or who fails to fully comply with Customer's

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regulations, access regulations included, or specific instructions.

6. PERFORMANCE

a. Inspection and testing.

1) In order to assure that the Goods and/or the Services will comply with the requirements of the Purchase Order, Supplier shall (i) diligently and continuously control and test the quality thereof and (ii) ensure that Customer or its nominee has the opportunity to inspect the Goods and/or the performance of the Services at any time and place during and after the performance of the Services and/or the manufacture/production, construction, assembly or composition of the Goods, either at Supplier's location or wherever else the Services and/or the Goods may be manufactured/produced.

3) Supplier shall timely notify Customer of all tests to be performed by Supplier. Customer shall be entitled to attend these tests or to have them attended by an expert it nominates.

4) Performance or non-performance of any inspection, check or test does not relieve Supplier of any obligation, warranty or liability under the Purchase Order.

b. Acceptance. Payment, use or (re)sale of the Goods and/or Services does not imply acceptance of the Goods and/or Services in question by Customer. Final, provisional or partial acceptance of the Goods and/or Services shall only be binding upon Customer's explicit and written acknowledgment thereof.

c. Non-compliance. If the Goods and/or the Services are not in conformity with the Customer's specifications, the Customer may, at no cost to Customer, choose between:

- having the non-conformity corrected by the Supplier;
- replacement of the Goods and/or the Services by the Supplier;
- cost to replace the Goods and/or the Services with equivalent Goods and/or the Services, which are in conformity with the specifications;
- termination of the Purchase Order in whole or in part and return of the Goods already delivered and/or the return of the deliverables at issue in exchange for re-payment of any fees already paid by Customer,

all of this without prejudice to Customer's rights to claim damages and other compensation.

d. Warranty of Goods. Supplier warrants the properties and the proper functioning of the Goods in accordance with section 4a and shall repair or replace any and all Goods, which will not properly function or perform or which develops a defect within a period of 2 years after the date of acceptance or the date of first operational use, whichever date is later. Repaired or replaced Goods or parts will be warranted for another period of 2 years from the repair or replacement date.

The warranty period shall be extended by any period(s) during which the Goods have been out of operation or use or their first operational use has been delayed as a result of a defect to which this warranty applies.

During the warranty period Supplier shall, upon notification by Customer, repair at its own expense and risk all existing or subsequently occurring defects of the Goods or replace the Goods, to Customer's satisfaction promptly upon receipt of the notification or at a point in time mutually agreed by the parties.

If Supplier fails to comply with its obligations set forth under this warranty, Customer is, upon formal notice to Supplier, entitled to carry out the repair work or replacement itself or to have it carried out by a third party at Supplier's expense, without prejudice to Supplier's obligations under the remaining warranty.

e. Warranty of Services. Supplier warrants the quality and the results of the Services and the proper functioning of the deliverables in accordance with section 4b and shall re-supply any Service which results are insufficient or non-conforming and shall repair or re-supply any such deliverable, which is not properly functioning or is otherwise defective, within a period of 2 years after the date of acceptance.

During the warranty period Supplier shall, upon notification by Customer, repair or re-supply to Customer's satisfaction, at Supplier's own expense, any non-conforming or insufficient Services and shall assume the risk of all Services required to remedy the existing or subsequently occurring defects, insufficiencies and non-conformities of the Services, promptly upon receipt of the notification or at a point in time mutually agreed by the parties.

f. Safety, Health and Environment. All suppliers and business partners are required to comply with and act in accordance with the Customer's Safety, Health and Environment Standards, a copy of which shall be made available upon request.

g. Pollution. The Supplier shall avoid pollution of the soil and the groundwater and limit air and noise pollution on the Customer site and/or the industrial area the Customer site is located on in its performance of the Purchase Order. The Supplier shall immediately notify the Customer of any incident of pollution, regardless of how said incident started or was caused. In the event of a pollution incident, the Supplier shall immediately take all measures to clean up, isolate or prevent any additional build-up of said pollution.

h. Local instructions. Supplier shall observe Customer's local instructions, site regulations and site access regulations.

i. Anti-corruption. Customer conducts its own business fairly and with integrity and requires the same from its Suppliers and other third parties. Accordingly, Supplier represents and warrants that it shall perform its obligations in accordance with all applicable laws and regulations and good industry practice; that it conducts its business in compliance with applicable anti-corruption laws and that it has taken adequate and appropriate measures designed to promote and achieve compliance with such laws. Supplier represents and warrants that neither it, nor its directors, officers or employees have offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind, whether directly or indirectly, in any way connected with the Purchase Order and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. Supplier shall (and shall ensure that its agents, subcontractors and other third parties, and its and their directors, officers and employees shall) comply with all reasonable Customer policies provided to the Supplier in advance.

7. ASSIGNING / SUBCONTRACTING

a. Assigning and Subcontracting. Supplier shall not assign or subcontract the Purchase Order, in whole or in part, to any third party without Customer's prior written consent. If Customer consents to any assignment or subcontract, such consent shall not relieve Supplier of or from any of the obligations or duties under the Purchase Order and these Terms, and such consent shall be subject to Supplier's compliance with all such duties and obligations. Customer reserves the right to assign the Purchase Order or any part thereof or any right, benefit or interest there under to its affiliates without Supplier's consent to said assignment.

8. GENERAL

a. General liability and indemnification. Supplier shall be liable and hold Customer and its affiliates and their directors, officers, employees, agents, representatives and contractors (herein referred to as "Indemnified Parties"), harmless from and indemnify them against any and all actual or contingent damage, loss, (personal) injury (including death), expense, cost, fine, penalty, claim, including reasonable attorney fees and litigation costs, suffered or incurred by or brought against Indemnified Parties, resulting from or connected with the Purchase Order, its performance and the use and/or sale of Supplier's Goods and/or Services by Indemnified Parties or any third party, except to the extent

that such damage, loss, (personal) injury, expense, cost, fine, penalty or claim is caused by Customer's wilful misconduct or gross negligence.

b. Insurance. The Supplier shall maintain those insurance policies which Customer considers appropriate to cover the risks resulting from or connected with the Purchase Order, including, without limitation general commercial, product, environmental and automobile liability policies. At the request of the Customer Supplier will provide the insurance certificates evidencing Supplier's coverage and keep Customer informed of any changes.

c. Customer's intellectual Property Rights. Supplier is not entitled to make use of or refer to any trademark, trade name, domain name, patent, design, copyright, or other intellectual property right of Customer or any of its affiliates, without Customer's prior written consent.

d. Confidentiality. All information, including but not limited to, information regarding Customer's projects and strategies, specifications, drawings, sketches, data or other documentation, disclosed to or developed by the Supplier in connection with the Purchase Order, (i) remains or becomes, respectively, the property of Customer, (ii) will be treated by Supplier as confidential information, (iii) shall not be used by Supplier for any other purpose than for the performance of the Purchase Order, and (iv) will only be communicated and distributed to those of the Supplier's employees, who need to be so informed. At Customer's request Supplier shall sign a separate agreement on confidentiality and non-use.

e. External publication. Supplier is not entitled to refer to the Purchase Order, in whole or in part, in any external communications or publication without the prior written consent of Customer.

f. Force Majeure. Neither party shall be liable towards the other party for any failure to fulfil any term or condition of the Purchase Order, if fulfilment thereof has been delayed, interfered with or prevented by any event beyond the control of the party concerned, was not reasonably foreseeable, provided however that Supplier is not already in default of those obligations under the Purchase Order, which are being delayed, interfered with or prevented. The mere fact of late supply of materials, labour or utilities to Supplier shall not be deemed force majeure. In the event a situation of force majeure continues for more than 30 days, Customer shall be entitled to terminate or cancel the Purchase Order, in whole or in part, upon delivery of written notice to Supplier.

g. Severability. If any provision(s) of the Purchase Order or these Terms should be or become ineffective or invalid for whatever reason, the other provisions will not be affected thereby. The Parties agree to replace the ineffective or invalid provision(s) with a valid provision which achieves as closely as possible the purpose intended by the ineffective or invalid provision(s) (as evidenced by the wording contained therein).

h. Waiver. Failure by either party to require strict performance by the other party of any obligation hereunder shall in no way affect its right thereafter to enforce any obligation, nor shall a waiver by either party of any breach be held to be a waiver of any previous or later breach. No waiver will have any effect unless such waiver is specific, irrevocable and in writing.

9. GOVERNING LAW / DISPUTES

a. Governing law. The Purchase Order shall be governed exclusively by the laws of The Netherlands with the exception of its conflict of laws principles. The United Nations Convention on contracts for the International Sale of Goods, concluded at Vienna on 11th of April 1980, shall not be applicable to the Purchase Order.

b. Disputes. Any dispute arising from the Purchase Order shall in first instance be submitted to the competent court in The Hague, The Netherlands.

Supplier initials

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