

**General terms and conditions applicable to the purchase orders, service orders and the rendering of services** where MF SHIPPING GROUP, Hogelandsterweg 14, 9936 BH, Farmsum, The Netherlands (and/or one or more of its subsidiaries and/or members of its corporate group) acts as agent, and also to all other agreements to which these conditions are declared applicable.

#### **Article 1. General**

1.1 MF SHIPPING GROUP (and/or its pertinent subsidiary and/or a member of its corporate group), hereinafter further referred to as 'MFSG', is acting in its capacity as agent to the Master and/or the Owners of the vessel(s) indicated in the purchase- and/or service order. All relevant information, documents, orders et cetera will be submitted on behalf of the Master and/or Owners of the indicated vessels.

1.2 These general terms and conditions (hereinafter: 'general terms' or 'terms') apply to all offers and all orders with respect to the purchase of goods (in these terms, goods understood to also include software) by MFSG and any rendering of services connected therewith – and all other services rendered – by a Supplier (hereinafter further referred to as: 'Supplier') to MFSG, and to all pertinent agreements with MFSG, given that the parties once agreed upon the inclusion of these general terms. In this agreement the term 'service' is understood to include all of the Supplier's activities in connection with the safe supply and delivery of goods and (all other) rendering of services on a worldwide basis, including insurance, and including contracts to make up work.

**1.3 The applicability of conditions of the Supplier, is hereby expressly excluded. Special terms and conditions shall only be applicable if agreed upon by MFSG by formal consent in writing.**

1.4 The Master and/or Owners of the vessel(s) indicated in the purchase and/or service order shall only be bound by and in the manner in which MFSG has confirmed in writing to the agreement in connection with the purchase order and/or service order and the rendering of services connected therewith.

1.5 The United Nations Convention on International Sale of Goods (CISG) shall not apply to purchase orders under these conditions.

1.6 These conditions also apply in case MFSG acts not as an agent but as a contracting party. 'Master' and 'Owner' then refer to MFSG herself.

#### **Article 2. Price**

2.1 The price agreed between MFSG and Supplier excludes V.A.T. (value-added tax), but includes all costs, duties and levies, adequate packing, inspections, tests, associated existing certificates and the like. The agreed price is fixed for the duration of the agreement.

2.2 Sale of goods; if the sale of goods is being qualified as a zero-rated intra-community transaction as defined in article 138.1 of the Directive 2006/112/EC, the Supplier shall state the V.A.T.-number as indicated by MFSG on the invoice and in the respective statement. Rendering of services; if the 'reverse rule' as defined in article 194, 196 and/or 199 of the Directive 2006/112/EC applies on the rendering of services, the Supplier shall state the V.A.T.-number as indicated by MFSG on the invoice. If the said European directive might be replaced, these terms are supposed to refer to the applicable new provisions.

#### **Article 3. Inspection**

3.1 MFSG is at all times entitled to inspect or to have inspected, to examine or to have examined and/or test or have tested all goods delivered or to be delivered and all services rendered irrespective of where these goods are located or these services are rendered.

3.2 The inspection, examination, testing, purchase and/or payment by or on behalf of MFSG does not discharge the Supplier from any obligation and/or liability.

#### **Article 4. Risk and transfer of title**

4.1 Unless agreed to the contrary by formal consent, the carriage of the goods and/or services specified in the purchase- and/or service order and services rendered hereto are for the account and risk of the Supplier until completion of delivery as defined in article 5.5.

4.2 The Supplier shall be obliged to take out a transport insurance that insures him adequately against all current risks of transport, irrespective of whether this carriage is effected by air, by rail, by road or via ocean or inland shipping. The Supplier must see to it that the Master and/or Owner of the vessel and MFSG acting as an agent are mentioned in the policy as a co-insured. If desired by MFSG, the policy shall be submitted to it beforehand for inspection and approval.

4.3 In case any payment has been effected on behalf of the Master and/or Owner of the vessel prior to actual delivery, ownership of the goods covered by that payment shall be considered to be transferred to the Master and/or Owner of the vessel at the moment of payment by transfer of possession of the goods. The Supplier is obliged to identify and keep identifiable these goods for the benefit of the Master and/or Owner of the vessel. The Supplier shall serve as holder or bailee to the Master and/or the Owner of the vessel in respect of the goods present at the Supplier's premises. This article 4.3 does not prejudice to article 4.1 and article 5 (including but not limited to article 5.5).

#### **Article 5. Delivery**

5.1 Delivery shall take place 'Delivered Duty Paid' (DDP) as per Incoterms® 2010, V.A.T. excluded. The Incoterms® 2010 are only applicable as far as is necessary to define 'DDP'.

5.2 The agreed time and place of delivery of goods and the (completion of) rendering of services is binding, time is of the essence. Failure to deliver/complete in time puts the Supplier in default without further written notice.

5.3 The Supplier shall notify MFSG timely and in a sufficient manner about the new proposed time of delivery *casu quo* (completion of) rendering of services in case of any threat of or failure to deliver in time, without prejudice to MFSG's right to terminate the contract for a breach of article 5.2 (and without prejudice to article 12).

5.4 Delivery of goods or (completion of) rendering of services in parts, or more than 14 days ahead the agreed time of delivery, requires MFSG's prior formal and written consent.

5.5 The delivery is regarded to be completed only when the goods contracted for have been delivered and the services connected therewith have been rendered and in accordance with the agreement (delivery: DDP, V.A.T. excluded) or if otherwise agreed in writing and by formal consent between the two parties.

5.6 All relevant documents such as, but not limited to certificates, inspection reports packing lists, instruction books, maintenance instructions, lists of spare parts, shall be delivered together with, or prior to, the goods and/or

services rendered on the agreed time as stated in article 5.2.

5.7 Packing shall be in conformity with (inter)national and governmental regulations and MFSG's requirements, whether or not specified in the purchase- and/or service order; lacking of which such packing (including goods) may be returned by MFSG to Supplier at Supplier's risk and costs.

#### **Article 6. Invoicing**

6.1 The Supplier will be entitled to issue its invoice only after the goods have been delivered and/or the rendering of services has been completed (or simultaneously), unless agreed upon otherwise in advance by formal consent and in writing.

6.2 The Supplier shall make its invoice to the name of the Master and/or Owner(s) of the vessel as mentioned in the purchase- and/or service order and shall send the invoice to the address of MFSG acting in her capacity as agent for the Master and/or Owner(s). Supplier shall indicate on the invoice(s) at least the net weight, the costs of freight-/insurance of any and the agreed term of delivery.

6.3 Unless agreed upon in advance and confirmed by MFSG by formal consent and in writing, penalties, in relation to credit terms will not be accepted (without prejudice to article 1.3).

#### **Article 7. Payment**

Payment by MFSG on behalf of Master and/or Owner(s) of the vessel will be effected after the date of delivery of the goods and/or completion of rendering services as specified in the purchase-/service order and after receipt and within 45 days after the invoice date, or as otherwise agreed between the two parties.

#### **Article 8. Guarantee**

8.1 The Supplier guarantees that all goods delivered and all services rendered are of first-class design, construction, execution, material, composition and quality (e.g. Wheelmark), in conformity with drawings, other data and with the known standards and specifications employed by MFSG, and that they are suitable for the intended use, are safe, and should be in conformity to all national and international rules and regulations concerning environment, safety and asbestos and should eliminate the use of any asbestos or hazardous chemical elements or compounds, on its own or admixed, in natural state or as produced, used or released, including release as waste, whether or not produced intentionally or placed on the market, related to any activity or treatment, or which result from such work under the contract between MFSG and the Supplier. This guarantee shall apply to all goods/materials supplied and all services rendered by Supplier and, for the avoidance of doubt, by any sub-contractor(s) or sub-supplier(s) and the Supplier remains under any circumstances responsible for the used asbestos or any hazardous chemical element or compound under the contract by its own personnel, sub-contractor or suppliers.

8.2 Pursuant to the guarantee, the Supplier shall be responsible for replacing defective goods or repairing defects in materials, equipment and workmanship existing at the time of delivery and/or completion of the rendered services (or that in any way is Supplier's fault), provided that notice of complaint in respect of such defects is received in writing by the Supplier within 2 months after discovery of the defect(s) or the shortcoming(s) by the Master or the Owner of the Vessel or by MFSG. A notice given within 18 months after the delivery of the good(s) or

within 12 months after the completion of the rendered service(s), is presumed to be in time in respect to the previous sentence, and a defect/shortcoming which is discovered within these respective periods is presumed to be the Suppliers fault, unless the Supplier proves otherwise (nevertheless, without prejudice to the articles 8.7 and 8.8).

8.3 If the defect has led to damage to the vessel or any part thereof, the repair obligation shall extend to repair or renewal of the vessel's part(s) that have been damaged as a consequence of the defect.

8.4 In cases where the Supplier is liable for defects as provided in this article 8, MFSG shall, on behalf of the Master and/or Owners of the vessel, be entitled to have the work and the replacements carried out at any yard or workshop, other than the Supplier's, if the work or the replacements cannot suffer any delay or if, after the Supplier's default or denial and the expiration of an appropriate time limit set, the setting of a time limit is dispensable, or if it is unacceptable that the Supplier carries out the work and replacements. The Supplier's liability in such cases shall include the obligation to pay directly or to reimburse the actual costs incurred for such work and for the replacements.

8.5 The Supplier shall guarantee to perform all repairs on the same basis as in this article 8 (including but not limited to article 8.1).

8.6 Without prejudice to all rights of MFSG, the Master and/or Owner(s) of the vessel to damages by law, the Supplier is to remain responsible and liable for all costs and damages including consequential damage caused by any failure of the Supplier to fulfill its obligation adequately or in time. The Supplier is likewise responsible and liable in full for all damages caused by its personnel, or persons and companies used, or caused by the use of defective designs, materials or tools during or in connection with the execution of the agreement. The Supplier shall hold harmless and indemnify MFSG and Master and/or Owner(s) of the vessel against all claims of third parties resulting from any failure, damage or defect as is meant in this article.

8.7 A term of guarantee in the agreement with the Supplier refers to a term within which the Supplier is obliged to repair defects or redeliver at no costs, irrespective of the initial cause of the defect and without prejudice to the liability of the Supplier pursuant to the agreement.

8.8 The goods delivered by Supplier shall meet all the requirements of the contract, but shall be guaranteed for at least a period of 18 months after delivery and first use, if installation is necessary. Unless agreed otherwise the guarantee period of the Supplier shall last for at least 12 months from the final day of work for services rendered. In case repair of defects takes place during the guarantee period, the period shall be extended to 18 or 12 months, counting from the final date of repair.

8.9 The provisions of this article 8 (article 8.1-8.8) shall not diminish the legal rights of MFSG under the Dutch Civil Code and/or other laws.

#### **Article 9. Liability**

9.1 Liquidated damages; in the event that delivery is delayed beyond the contract period, the Suppliers accept liability for liquidated damages for each day of delay.

9.2 The Supplier shall be liable to the Master and/or Owner of the vessel and/or MFSG under the contract, including but not limited to, when proven loss or damage has been caused by the negligence, gross negligence or willful default of the Supplier or that of those for whom it is

responsible. Furthermore the Supplier shall be liable to the Master and/or Owner of the vessel and/or MFSG and/or its employees and/or any sub-contractor and/or its employees and/or any third party and also all their surviving dependants for all damages of any nature whatsoever (including death and personal injury) that are caused to (any of) them by the Supplier and/or its workers (or others for whom it is responsible) in connection with the performance of the work agreed.

9.3 The Master and/or Owner of the vessel and/or MFSG shall not be liable to the Supplier, to sub-contractors and to workers for any damage, of any nature whatsoever, suffered in connection with the performance of the work agreed (or with goods delivered). The afore mentioned liability shall also apply if the damage is caused by or to machines, tools or other aids that are used by the Supplier or workers.

9.4 The Supplier will indemnify and hold harmless the Master and/or Owner of the vessel and/or MFSG as regards both liability and legal costs, in the event that the aforesaid Supplier, sub-contractors or workers or their dependants and/or any third parties pursue claims against MFSG (and/or the Master and/or Owners), including, but not limited to, claims regarding death or personal injury.

9.5 Without prejudice to article 9.4, the Supplier shall indemnify MFSG against claims from third parties for compensation of damage of any nature whatsoever that has been or is caused to those third parties in connection with the performed work (and/or the goods delivered) and for whom MFSG is not responsible under the contract. The Supplier shall bear the expenses of investigations and defenses of all claims against which MFSG is indemnified under this clause and all lawsuits arising there from including legal costs of MFSG.

9.6 Notwithstanding the provisions as mentioned above, the Supplier shall be obliged to take out sufficient insurance that insures it adequately against liability risks as following from the agreement concluded with MFSG (unless the parties agree upon otherwise by formal consent and in writing). If MFSG so desires, the insurance policy shall be submitted to MFSG by the Supplier upon first written request.

9.7 Article 8.9 shall apply here mutatis mutandis.

#### **Article 10. Intellectual and industrial property**

10.1 The Supplier warrants that (the use of) the purchased goods does not violate any intellectual or industrial property rights. The Supplier shall hold harmless and indemnify MFSG and the Master and/or Owner(s) of the vessel against claims in respect thereof by third parties and any costs incurred as a result of such claim.

10.2 Drawings, illustrations, designs, models, calculations, operating procedures, tools, software, et cetera, furnished by MFSG or made under orders of MFSG or made by or on behalf of the Supplier in connection therewith, and the intellectual and industrial property rights related thereto, belong exclusively to MFSG or, if under the applicable law it must be concluded that this is not the case, these rights shall be transferred to MFSG, all this irrespective of whether they have been separately charged to MFSG. The Supplier shall do all what is necessary or conducive to authorize MFSG as the owner of such intellectual or industrial property rights.

#### **Article 11. Prohibition assignment/set off/abeyance**

The Supplier is prohibited from assigning its claims against MFSG, the Master and/or the Owner of the vessel to third

parties without written permission of MFSG. MFSG is at all times authorized to set off all that it and/or its affiliated companies owe(s) to the Supplier against all that the Supplier owes or shall owe to MFSG and/or its affiliated companies and/or the Master and/or Owners, whether or not due, whether or not subject to conditions, and whether or not subject to a time stipulation. The Supplier is authorized to set off only with the written permission of MFSG by formal consent. The Supplier is not allowed to hold in abeyance (or suspend) any performance it owes to MFSG and/or its affiliated companies and/or the Master and/or the Owner. Any (basic or legal) act of Supplier contrary to this article 11, shall be null and void.

#### **Article 12. Suspension/rescission/termination by MFSG**

MFSG is on behalf of the Master and/or Owner of the vessel authorized (if law requires so: by means of a written declaration) to suspend their obligations pursuant to the agreement or to rescind or terminate the agreement in whole or in part and without previous notice of default, if and insofar as the Supplier does not, does not in a timely fashion, or does not adequately fulfill an obligation towards the Master and/or Owner of the vessel, as well as in case of (a request for) moratorium or bankruptcy of the Supplier, attachment, and closing down or liquidation of its business. In these cases, the Master and/or Owner of the vessel are only obliged to compensate the Supplier at the pro rata price for the goods already delivered and the services already rendered, all this without prejudice to the Master's and/or Owner's right to demand delivery of the balance of goods or outstanding services or any damages to which it is entitled by virtue of (inter alia) article 8.

#### **Article 13 Removal of (environmental) waste**

13.1 In case these terms apply to the rendering of services, the Supplier shall be obliged to remove daily, and in a sound manner, all waste, packing, chemical waste and the like produced by it or under its responsibility, this after consultation with MFSG.

13.2 Chemical waste must be removed separately in a manner that fully complies with the environmental requirements and prescriptions applicable thereto according to local and international law and furthermore in agreement with internationally accepted rules of best practice. Each time when chemical waste is removed, the Supplier undertakes to make a statement in which the toxic properties of the product to be removed are indicated.

13.3 The extra costs incurred by the Master and/or Owner of the vessel and/or MFSG with regard to the processing or removal of any waste as referred to in this article shall be charged to the Supplier.

13.4 The Supplier shall be liable for and shall indemnify the Master and/or Owner of the vessel and/or MFSG against all damage that is suffered by the latter or by any other third party as a result of the fact that the (chemical or other) waste as referred to in this article is not removed, or not sufficiently, not properly or not in time, and without prejudice to article 9.

#### **Article 14. Hazard warning responsibility**

14.1 Supplier, on its own accord (and in every case upon MFSG's first request), shall provide to MFSG a Safety Data Sheet (and/or, if applicable under the relevant legislation/regulations: a Material Safety Data Sheet and/or a Product Safety Data Sheet) for each product covered by the agreement between Supplier and MFSG. Furthermore, Supplier, on its own accord (and in every case upon MFSG's first request), shall provide to MFSG all information



MFSG requires in accordance with the applicable regulations about IHM (Inventory Hazardous Materials), such as a Material Declaration and a Declaration of Conformity, under the Hong Kong International Convention for the safe and environmentally sound recycling of ships, 2009, and/or other applicable national and international legislation/regulations.

14.2 Supplier is responsible for the hazards associated with the loading, unloading, transporting, handling or use of the product, which may require that warnings be communicated to or other precautionary action taken with all persons handling, coming into contact with, or in any way concerned with the product. Supplier assumes as to its employees, independent contractors and sub-contractors all responsibility for all such necessary warnings or other precautionary measures relating to hazards to person and property associated with the product and, furthermore, Supplier shall defend (with counsel acceptable to MFSG), indemnify fully and hold harmless the Master and/or the Owner(s) and/or MFSG and its affiliates and their respective agents, officers, directors, employees, representatives, successors and assigns from and against any and all losses arising out of or in any manner related to Supplier's failure to provide necessary warnings or other precautionary measures in connection with the product, and without prejudice to articles 9 and 13.

**Article 15. Force Majeure**

Either party shall be entitled to suspend the performance of its obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any circumstance beyond parties' control, such as industrial disputes, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstances referred to in this article, in all cases provided that – according to generally accepted (legal) views and given the merits of the case – the affected party should not bear the risk for these circumstances to occur. The party claiming to be affected by circumstances as mentioned above shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance. Regardless of what might otherwise follow from these general terms, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is suspended under this article 15 for more than six months.

**Article 16. Personal Data (under GDPR and/or other applicable legislation/regulations)**

16.1 Definitions; in case Supplier, carrying out the agreement between Supplier and MFSG, processes Personal Data on behalf of MFSG, the following provisions of this article are applicable. The concepts (or definitions) as mentioned in this article, that are defined in the General Data Protection Regulation (GDPR) of the European Union (Regulation (EU) 2016/679, hereinafter: 'GDPR') have the same meaning as is given to them in the GDPR (and any regulations that may in the future come in the place of the GDPR or will now or in the future supplement it). By the processing of Personal Data MFSG can be regarded as the Controller, or if MFSG processes the Personal Data on behalf of a third party as Processor. Supplier fulfils (dependent of the position in which MFSG processes Personal Data) the position of Processor or sub Processor.

16.2 Purposes of processing; Supplier is obliged to process the Personal Data according to the instructions of MFSG

and under the provisions of this article. The processing will only take place for the carrying out of the agreement between Supplier and MFSG, and for the purposes that could in due reason be regarded as being connected to the carrying out of the agreement, or that are defined in a further agreement between Supplier and MFSG. Supplier shall not use the Personal Data for any other purpose than is determined by MFSG. Supplier has no say over the purposes of and the means for the processing of Personal Data. Supplier makes no decisions over the receipt and the use of the Personal Data, the supplying (or transferring) of the Personal Data to third parties and the duration of the storage of the Personal Data.

16.3 Duties of the Supplier; with regard to the processing of the Personal Data mentioned in the previous provisions of this article, Supplier guarantees that it will live up to the compliance with the regulations set out by the GDPR for the processing of Personal Data. Supplier will process the Personal Data and other data that is supplied to Supplier by or on behalf of MFSG. Supplier will, within reasonable time and upon request by MFSG, inform MFSG about the measures taken with regard to Supplier's obligations under this article. The obligations of Supplier under this article, or resulting from this article, will also apply to parties who process Personal Data under supervision of Supplier, notwithstanding the responsibility of Supplier. Supplier shall notify MFSG immediately in case, according to Supplier, any instruction of MFSG is not in compliance with the GDPR or other legislation or regulations regarding the privacy. Supplier shall provide MFSG the necessary cooperation and assistance in case, in the context of the processing of the Personal Data, a Data Privacy Impact Analysis, or a foregoing consultation of the Supervisory Authority, may be required.

16.4 Transferring of Personal Data; Supplier is – unless MFSG determines otherwise – allowed to process the Personal Data within countries within and outside of the European Union, with regard to the applicable legislation and regulations. Supplier will, upon first request, notify MFSG which country or which countries are concerned.

16.5 Attribution of the responsibility; the parties will observe the compliance with the applicable legislation and regulations concerning the privacy. Supplier will carry out the allowed processing of Personal Data within a (semi) automated environment. Supplier is responsible for the processing of the Personal Data under this article, in conjunction with the instructions of MFSG, notwithstanding the final responsibility (if applicable) of MFSG towards the Supervisory Authority and the persons whose Personal Data it concerns. Supplier guarantees that the content, the use and the assignments to processing the Personal Data, as meant in this article, are not unlawful, nor wrongful, nor result in a Personal Data Breach nor in any other breach of any rights of third parties. In case of any Personal Data Breach, any (other) breach with the GDPR, or any other unlawful or wrongful act regarding Personal Data, Supplier will indemnify MFSG, and will safeguard (indemnify fully and hold harmless) MFSG against claims of third parties and of claims (including fines or such penal or administrative measures) of the Supervisory Authority or other authorities.

16.6 The involvement of third parties or sub-contractors; MFSG herewith gives Supplier permission to involve third parties (sub Processors) for the processing of the Personal Data. MFSG is allowed to revoke this permission (partly or

completely) at all times. Upon request of MFSG, Supplier will inform MFSG as soon as possible about the identity of the sub Processors involved by Supplier. MFSG is entitled to object against these sub Processors. In that case Supplier will respect such objections and will comply to them. Supplier guarantees – unconditionally – that the third parties involved will bind themselves to the same obligations as those which are agreed upon between MFSG and Supplier. Supplier guarantees the correct observing of these obligations by those third parties, notwithstanding the fact that Supplier remains fully responsible itself.

16.7 Security; Supplier will take the proper technical and organisational measures to ensure the safe processing of the Personal Data, to prevent loss or theft, or any form of unlawful or wrongful processing (including the unauthorised access, damaging, change or transfer) of the Personal Data. The security measures at least have to live up to a level that is reasonable, bearing in mind the technical developments and best practices and the sensitivity of the Personal Data involved. Supplier is responsible for the compliance with the measures agreed upon between Supplier and MFSG.

16.8 Duty of notification; in case of a security breach, data leakage and/or a Personal Data Breach (which means: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed), Supplier will – free of charge – inform MFSG immediately, after which MFSG will decide whether or not MFSG will inform the Supervisory Authority and/or persons involved. The notification of Supplier to MFSG, and the information Supplier will supply to MFSG regarding this matter, will be complete, correct and accurate. In case the applicable legislation and/or regulation requires so, or in any case if MFSG does request so, Supplier will – free of charge – cooperate with informing the authorities concerned. The notification of Supplier to MFSG, will at least include the announcement that there has been a data leakage and also: the (presumed) cause of the leakage, the (for now) known and/or expected consequences, the (proposed) solution, the measures already taken, the contact data for the follow up of the notification, and a statement about who are already informed (such as persons involved, MFSG, and/or the Supervisory Authority).

16.9 Dealing with requests of persons involved; in case a person involved addresses Supplier with a request about his or hers Personal Data, Supplier shall forward this request to MFSG and notify the person involved about this. MFSG itself will then deal with this request and will make the relevant decisions about this. In case MFSG requires assistance of Supplier with regard to the dealing with/carrying out of the request of a person involved, Supplier will cooperate with this free of charge.

16.10 Obligation of secrecy and confidentiality; all Personal Data Supplier receives from MFSG and/or which is collected by Supplier itself in the context of this article (and/or in the context of the carrying out of the agreement between Supplier and MFSG) are subject to an obligation of secrecy (or non-disclosure) towards third parties. Supplier will not use this information for any other purpose than for which it has received or obtained the information. This obligation of secrecy is not applicable in case MFSG gave explicit permission (formal consent) in writing to share the information with third parties, and/or in case the transfer of the information is necessary for the carrying out of the

agreement between Supplier and MFSG (provided that doing so no breaches of applicable legislation of regulations – including the GDPR – shall occur), and/or if Supplier is under a legal and binding obligation to transfer the information to the authorities or to comply to a binding court order to transfer the information to a third party.

16.11 Audit; MFSG is fully entitled to order audits by an independent ICT expert – who is obliged to observe the applicable obligation of secrecy towards third parties – in order to monitor the compliance of Supplier with all obligations under this article. MFSG is also entitled to require Supplier to supply MFSG with audit reports, notwithstanding the right of MFSG to initiate an audit itself by an ICT expert chosen by MFSG. Supplier shall – without charge – cooperate with the audits and – in that context – shall grant full access to make the audits possible and shall provide all information that – according to the ICT expert involved – may be necessary or conducive for the carrying out of the audit, such as system logs, and Supplier shall guarantee the cooperation of Supplier's personnel involved. In case an audit took place, Supplier and MFSG shall discuss the outcome of the audit. Supplier will respect and comply to the instructions MFSG may give as a result of an audit, without prejudice to Suppliers obligation to comply to MFSG's instructions anyway. Each of the parties shall bear the costs made by itself as a result of the audits (and the out of pocket costs made by itself), unless an audit is done in order to monitor whether or not Supplier has duly corrected earlier errors in complying with her obligations under this article, in which case the costs made by MFSG will be reimbursed by Supplier.

16.12 Processing agreement; the provisions of this article are to be seen as a processing agreement under the GDPR, and will – even after all agreements on which these general terms are applicable may have been terminated – remain applicable as long as will be necessary to comply to the GDPR. This processing agreement cannot be terminated as long as Supplier is still processing or storing Personal Data as mentioned under this article or may do so in the future. After the (possible) termination of this processing agreement, Supplier will immediately and thoroughly destruct (or delete) the Personal Data subject to this processing agreement, unless Supplier and MFSG agree upon otherwise in writing or in case Supplier is under the legal and binding obligation to store the data for longer (provided that this complies with the GDPR).

#### **Article 17. Conversion**

17.1 Should any part of these general terms be invalid for any reason, it is – ipso jure – to be replaced with a corresponding text, which is valid and (as much as possible) equivalent to the intended meaning. The rest of these general terms shall remain unaffected and valid.

17.2 In case any (national or international) legislation/regulations to which these general terms refer, turns out to be obsolete or becomes obsolete, the involved provisions of these general terms shall apply mutatis mutandis with regard to the new legislation/regulations that could be assumed to have replaced the obsolete legislation/regulations.

#### **Article 18. Disputes and applicable law**

18.1 All disputes existing between parties shall be heard by a competent Dutch court of law exclusively. The (possible) competence of any other court of law or any other possible organization of dispute resolution, is hereby – under all circumstances – expressly excluded. All relationships and

agreements between MFSG and the Supplier are subject to Dutch law exclusively.

18.2 All disputes as mentioned above will initially be heard by the District Court of the Northern-Netherlands (location Groningen) exclusively, unless statutory legislation grants exclusive jurisdiction to another Dutch court of law.

**CHOICE OF FORUM CLAUSE / GERICHTSSTANDSVEREINBARUNG / CLAUSE DE COMPÉTENCE**

**NLD:** Forumkeuzebeding. Op alle overeenkomsten tussen MFSG en andere partijen, zal uitsluitend Nederlands recht toepasselijk zijn, en uitsluitend de Nederlandse rechterlijke macht zal bevoegd zijn tot kennisneming van geschillen.

**ENG:** Choice of forum clause. All agreements between MFSG and other parties will be governed exclusively by Dutch law, and the Dutch judiciary will be exclusively competent to hear disputes.

**DEU :** Gerichtsstandsvereinbarung. Auf alle Verträge zwischen MFSG und anderen Parteien ist ausschließlich das niederländische Recht anwendbar und für Entscheidungen über Rechtsstreitigkeiten ist ausschließlich die niederländische Justiz befugt.

**FRA:** Clause de compétence. Le droit néerlandais s'applique exclusivement sur tous les contrats passés entre MFSG et une partie tierce, et seul le pouvoir judiciaire néerlandais est compétent pour examiner un éventuel litige.

**SPA:** Cláusula de elección de foro. Todos los contratos celebrados entre MFSG y cualquier otra parte estarán sujetos, exclusivamente, a la ley de los Países Bajos. Asimismo, para la resolución de las controversias que pudieran surgir de dicho contrato solo será competente la Judicatura de los Países Bajos.

**POR:** Cláusula de escolha de foro. A lei neerlandesa será de aplicação exclusiva a todos os acordos estabelecidos entre a MFSG e as restantes partes, e somente as autoridades judiciais neerlandesas serão competentes para intervir em eventuais litígios.

**ITA:** Foro competente. Tutti gli accordi tra MFSG e altre parti sono regolati in via esclusiva dalla legge dei Paesi Bassi e unicamente il giudice olandese è competente per istruirsi dei contenziosi.

**RUS:** Положение о выборе места спора. Ко всем договорам между MFSG и другими сторонами применяется исключительно нидерландское право, и исключительно нидерландские органы судебной власти будут уполномочены получать уведомления о спорах.