

**sagro**

DECOMMISSIONING



# GENERAL TERMS AND CONDITIONS OF PURCHASE AND SUBCONTRACTING

January 2026

## **Sagro Decom B.V.**

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**Article 1 Definitions**

1. In these General Terms and Conditions of Purchase and Subcontracting (AIOV), the following terms are used:
  - a. AIOV: the General Terms and Conditions of Purchase and Subcontracting of Sagro Decom B.V.;
  - b. Client: Sagro Decom B.V. and/or Sagro Aannemingsmij. Zld B.V., with its registered office in Nieuwdorp, and/or its affiliated companies within the Sagro Group;
  - c. Contractor: the natural or legal person who supplies products and/or services to the Client or carries out work;
  - d. Principal: the party that has concluded a Main Contract with the Client;
  - e. Agreement: the agreement between the Client and the Contractor to which the AIOV applies;
  - f. Work: the performance of work and/or services in the context of offshore decommissioning, onshore dismantling, demolition or HAZMAT processing;
  - g. Offshore Structure: a jacket, platform, topsides, module, subsea installation, pipeline, cable or other offshore or nearshore structure that is the subject of decommissioning works;
  - h. HAZMAT: hazardous materials and substances, including asbestos, PCBs, lead, mercury, oil-containing residues and other substances in accordance with the IHM inventory;
  - i. NORM: Naturally Occurring Radioactive Material, present in process and production equipment as a result of oil and gas production;
  - j. IHM: Inventory of Hazardous Materials in accordance with the EU Ship Recycling Regulation (SRR) or a comparable inventory for the purposes of onshore decommissioning;
  - k. TMS: Technical Management of radioactive/NORM-containing materials, in accordance with the Nuclear Energy Act (KEW) and the ANVS licence;
  - l. ANVS licence: the licence granted by the Authority for Nuclear Safety and Radiation Protection pursuant to the Nuclear Energy Act, held by the Client;
  - m. Load-in: the transport and delivery ashore of an Offshore Structure or parts thereof to the Client's decommissioning site;
  - n. Residual material / Scrap: materials released during decommissioning and intended for reuse, recycling or disposal;
  - o. Personal Data: all information relating to an identifiable natural person in accordance with the GDPR;
  - p. In writing: by letter, email or other durable written medium.

**Article 2 Applicability**

1. The AIOV apply to every Agreement in which the Client is involved.
2. Deviations are only valid if expressly agreed in writing.
3. The Client expressly rejects any other general terms and conditions of the Contractor.
4. The invalidity of any one provision shall not affect the validity of the remaining provisions. The parties shall consult to agree on a valid alternative provision.
5. In the event of a conflict between the AIOV and the Agreement, the provisions of the Agreement shall prevail.
6. A Contractor who has once entered into a contract on the basis of the AIOV agrees to its applicability to all subsequent agreements.

**Article 2a Back-to-back principle and obligation to achieve a specific result**

1. The Contractor accepts the inseparable economic link between the Agreement and the Main Contract between the Client and the Principal. The Contractor expressly acknowledges that it carries out the work 'back-to-back' with the Main Contract and in accordance with the principle of transparency.
2. The work shall be carried out in such a way that the Client can fulfil its obligations towards the Principal. The Contractor hereby expressly acknowledges hereby expressly acknowledges that it may not claim any rights beyond those which the Client may obtain in its relationship with the Principal.
3. Any decision by the Principal — including complaints, rejections, reductions in value, fines and penalties — which relates wholly or partly to the Contractor's work, shall be binding on the Contractor. The Contractor shall immediately take

the necessary action in response and shall fully indemnify the Client against all financial consequences, upon first request.

4. The Contractor shall only be entitled to compensation for additional costs, an extension of the deadline or a price adjustment to the extent that, and after, the Client has received corresponding compensation for this from the Principal. If the Principal does not acknowledge a claim by the Contractor, the Contractor shall have no right to such compensation from the Client, regardless of the validity of the claim.
5. The Contractor is bound by an obligation to achieve a specific result in respect of all obligations it has entered into. Any reliance on an obligation to use best endeavours is expressly excluded. The Contractor is fully liable for all damage arising from or in connection with the performance of the work, regardless of whether the damage was caused by its staff, subcontractors, suppliers or equipment.
6. The Contractor undertakes to notify the Client immediately in writing of any ambiguities, omissions, errors or inconsistencies in the Agreement or the documents provided. Amendments shall only be valid upon the Client's written approval. If the Contractor fails to respond within 5 working days of receipt of the documents, it shall be deemed to have accepted them without reservation. All damage subsequently arising from unreported ambiguities shall be borne in full by the Contractor.

**Article 3 Quotations**

1. All quotations from the Client are non-binding. The Client has the right to revoke an acceptance within ten working days.
2. The descriptions, specifications, weights and dimensions stated in the quotation are indicative, unless expressly designated as binding. Deviations shall only give rise to liability in the event of wilful misconduct or gross negligence.
3. Weight specifications for offshore structures are based on available engineering documentation (P&IDs, weight reports) and are indicative until an as-built weighing certificate is available. The Client reserves the right to adjust the contract price if the actual weight deviates by more than 5% from the figure stated in the quotation.

**Article 4 Agreement**

1. An Agreement is concluded upon written acceptance by the Contractor or upon the actual commencement of the work.
2. The Agreement shall also be understood to include, without entitlement to additional payment, all work that falls within the scope of the nature of the Assignment, including ancillary activities that reasonably arise from the nature of the decommissioning work.
3. In the event of a delay in commencement, the Contractor shall remain bound by the Agreement for a period of two months without any right to compensation for the delay.
4. Any Agreement shall be automatically terminated if the Main Contract in connection with which it was concluded does not proceed.
5. Changes to the scope resulting from an amended IHM inventory, unexpected NORM contamination or additional government regulations shall be processed via a written order for additional or reduced work. The Contractor must report such circumstances without delay and may not commence the additional work without the Client's written approval.

**Article 5 Designs and engineering**

1. The Client accepts no responsibility for designs or advice provided by or on behalf of the Client, unless the Parties have expressly agreed otherwise in writing.
2. For designs produced by the Contractor itself (including hoisting plans, lift studies, rigging diagrams, cutting procedures), the Contractor assumes full responsibility.
3. The Contractor is obliged to have engineering documents reviewed and approved by a qualified engineer in accordance with the requirements of the applicable standards (including DNV, EN 13001, LOLER). Approved documents form part of the Agreement.

## **Article 6 Orders and instructions**

1. The Contractor is obliged to comply with reasonable orders and instructions from the Client, including safety and environmental instructions and instructions from the competent authorities (including ANVS, ILT, Inspectie SZW).
2. The manner of performance must not cause any detriment to the Client's name, reputation and image.
3. Failure to comply with this clause entitles the Client to terminate the Agreement without any compensation to the Contractor.

## **Article 7 Right to intervene in the performance**

1. The Client is entitled to require that the scope and/or nature of the work be altered.
2. If the completion deadline is in danger of being exceeded, the Client shall notify the Contractor in writing.
3. If the Contractor fails to take measures and report in writing within 48 hours, it shall be in default.
4. In the event of default, the Client is entitled to intervene, either through its own personnel, or through third parties. Costs shall be immediately payable by the Contractor.
5. In the event of an identified acute danger to persons, the environment or the integrity of the Offshore Structure, the Client is authorised to intervene immediately and without prior notice. The Contractor indemnifies the Client against all costs and damage.

## **Article 8 Insurance and certificates**

1. The Contractor shall take out liability insurance with a minimum cover of €5,000,000 per occurrence for the duration of the Agreement.
2. For offshore decommissioning activities (including lifting operations and NORM operations), a minimum cover of €10,000,000 per incident applies.
3. The Contractor shall submit, no later than two weeks prior to the commencement of the works: (a) proof of WAM insurance for all vehicles and mobile equipment; (b) lifting equipment inspection certificates (SWL certificates and asbuilt padeye drawings); (c) VCA\*\* or equivalent safety certificate; (d) NORM/radiation protection plan, if applicable.
4. The Client shall only take out CAR insurance if this has been expressly agreed in writing. The excess shall at all times be borne by the Contractor.
5. All insurance policies taken out by the Contractor must include a waiver of the right of recourse in favour of the Client and the Sagro Group. The Contractor shall ensure that its insurer cannot seek recourse against the Client for damage for which the Contractor itself is liable. If such a waiver of the right of recourse is not included in the policy, the Contractor shall fully indemnify the Client against all financial consequences of its absence.
6. The Contractor's policy must stipulate that the insurer must give at least notifies the Client in writing 30 calendar days in advance. The Contractor shall itself notify the Client of any impending termination or loss of cover without delay and no later than within 24 hours.
7. Failure to comply with this clause entitles the Client to cancel and/or terminate the Agreement, without prejudice to the right to compensation.
8. Upon the Client's first request, the Contractor shall — at its own expense — provide a CO<sub>2</sub> emissions inventory ('CO<sub>2</sub> footprint') of its business for the year in which the work took place, covering Scopes 1 and 2. This CO<sub>2</sub> footprint must comply with ISO 14064-1 and/or the Greenhouse Gas Protocol (GHG Protocol). The Contractor shall submit along with a certificate from the CO<sub>2</sub> Performance Ladder at level 3 or higher, or a verification statement from a certification body that meets at least the requirements set out in ISO 14064-3.

## **Article 9 Duty to provide information, warnings and documentation**

1. The Client shall provide all technical, safety, quality and environmental regulations pertaining to the Contract. The Contractor is deemed to be aware of these. If a document is referred to in the Contract but has not been attached, the Contractor shall notify the Client in writing without delay; if he fails to do so, he shall be deemed to be aware of it.
2. The Contractor is obliged to warn the Client without delay of any inaccuracies or deficiencies in the documents, drawings or working methods provided, insofar as these are apparent. Failure to comply shall result in the

forfeiture of any right to compensation and additional payment.

3. If, during the performance of the work, the Contractor encounters unexpected HAZMAT (asbestos, PCBs, NORM or other hazardous substances), it shall immediately cease work and notify the Client in writing. Work may only resume following the Client's written approval and, where required, the consent of the competent authorities.
4. The Contractor is at all times obliged to provide all documents, reports, certificates, measurement reports, declarations and other documents requested by the Client within the period specified by the Client. The Client shall specify the period in writing; in the absence of a specified period, a period of 5 working days shall apply.
5. If the Contractor fails to provide the requested documents within the specified period, it shall be in default without notice of default and the penalty under Article 43(2) (0.2% per calendar day, with no upper limit) shall be payable immediately, until the missing documents have been supplied in full and correctly and have been approved by the Client.
6. The Client is entitled to suspend payments in full for as long as any required document is missing or has not been approved by the Client. The Contractor is not entitled to interest or compensation for the period during which payments are suspended.

## **Article 10 Prices**

1. Agreed prices and rates are fixed and include all taxes, levies and costs, excluding VAT.
2. Prices are based on the weight and HAZMAT specifications set out in the quotation. If a significant discrepancy is identified following completion of the work, the Parties shall adjust the price on the basis of the proven actual quantities, in accordance with the unit prices set out in the Agreement.
3. Prices for scrap and residual materials shall be set out in the Agreement as credit items or as provisional items with actual values to be determined at the final settlement, depending on the contract structure agreed in the tender.

## **Article 11 Invoicing**

1. Invoices must comply with the Value Added Tax Act 1968 and the requirements set by the Client.
2. The invoice must include at least the following: project number, description of the work, period of execution, project location, contract sum, amounts already invoiced, VAT number and bank account number, and (where applicable) the total wage bill, including details of payroll tax and social security contributions.
3. For decommissioning work, invoices must also be accompanied by: (a) weighing slips or disposal reports; (b) waste treatment certificates or compliance documents; (c) NORM/HAZMAT clearance reports where applicable; (d) progress reports approved by the Client.
4. Invoices that do not meet the specified requirements will be returned unprocessed.

## **Article 12 Payment**

1. Payment by the Client does not imply approval of the work. Inspection and rejection remain possible at all times, even after (partial) payment. If defects are discovered after payment, the Client is entitled to reclaim from the Contractor the amount corresponding to the defective performance.
2. Payment shall be made within 60 days of receipt and approval of the invoice, unless otherwise agreed. The Client is entitled to suspend payment in whole or in part if, in its opinion, the goods, services or work delivered do not comply with the Agreement, without the Client being liable for any interest or compensation in respect thereof.
3. If the Client makes an unjustified payment to the Contractor, the Contractor must refund the amount immediately. The Contractor is not permitted to set off the amount paid in error.
4. Payment of the final invoice shall only take place after: (a) all HAZMAT release and processing certificates have been received and approved; (b) the complete as-built documentation has been handed over; (c) the work site has been handed over clear and clean in accordance with the handover protocol; (d) all final reports required by ANVS or other supervisory authorities

have been submitted; (e) The Contractor guarantees in writing that all costs have been paid, that there are no outstanding claims for which the Client may be held liable, and that the Contractor has released its subcontractors and suppliers from all claims against the Client.

5. The Client is entitled to withhold 10% of each instalment payment as a retention until the work has been fully completed, all completion documents have been received and approved in accordance with Article 56, and the work have been inspected and accepted by or on behalf of the Client. This retention applies without prejudice to the Client's right to a bank guarantee in accordance with Article 16; the retention and the bank guarantee are cumulative unless expressly provided otherwise in the Agreement.

#### **Article 13 Suspension and set-off**

1. The Client is at all times entitled to set off any sums it is or may become entitled to claim from the Contractor against payments which the Client owes the Contractor, on whatever grounds. The Client shall notify the Contractor of this in writing.
2. The Client is entitled to set off all direct and indirect damage it suffers as a result of the Contractor's failings — including regulatory fines, environmental costs, repair costs and legal assistance — against outstanding payments to the Contractor.
3. All payment obligations of the Client to the Contractor shall be suspended by operation of law as soon as the Client has, or can expect to have, a claim against the Contractor, until the extent of the mutual claims has been definitively established. The Client shall not be liable to pay interest in respect of the suspension.
4. Set-off by the Contractor against claims against the Client is permitted only to the extent that the Client has expressly agreed to this in writing.

#### **Article 14 Right of retention**

1. The Client is entitled to exercise a right of retention and to suspend (further) delivery if the Contractor fails to meet its payment obligations.
2. The Client shall not be liable for any damage arising from the exercise of the right of retention.
3. The Contractor waives any right of retention against the Client.

#### **Article 15 Warranties and obligations of performance**

1. The Contractor unconditionally guarantees that: (a) all work carried out, goods supplied and services provided are sound and of good quality and serve the purpose of the Agreement; (b) the work is free from visible and invisible defects; (c) all mandatory documents, certificates, inspection reports and release reports have been submitted in a timely, complete and correct manner and approved by the competent authorities; (d) all legal obligations, permit conditions and standards have been complied with.
2. Minimum warranty period: 24 months after completion, unless otherwise agreed. The warranty period for HAZMAT-free completion (asbestos, NORM, PCB) is a minimum of 5 years. The warranty period shall only commence once all documents required under Article 9.4 and Article 56 have been received and approved.
3. If a defect or shortcoming — including a missing or invalid document — arises within the warranty period, the Client shall grant the Contractor a rectification period of no more than 5 working days. Failure to meet this deadline shall constitute a default by operation of law and shall render the penalty of 0.2% per calendar day, without any upper limit, immediately payable, without any notice of default being required.
4. If the defect is not remedied within the specified period, the Client is entitled to: (a) have the repairs carried out by third parties at the Contractor's expense and risk; (b) set off the full costs against any outstanding payments due to the Contractor; (c) claim full compensation, without prejudice to any penalty due.
5. All costs of re-examination, a second inspection, a second opinion or a retest resulting from non-conformity or rejection shall at all times be borne by the Contractor.
6. The warranty applies without limitation. The Contractor may only invoke an exclusion from the warranty if all three of the following cumulative conditions are met: (i) the defect is the result of an unexpected HAZMAT condition that

could not have been identified by careful preliminary investigation; (ii) the Contractor has reported this in writing, in a timely and complete manner, in accordance with Article 9.3; and (iii) the Client has confirmed in writing that the condition falls outside the contractual scope.

#### **Article 16 Security**

1. The Client may require the Contractor to provide security for the fulfilment of its obligations.
2. The security shall amount to 10% of the contract price, including additional and reduced work, to be provided in the form of a bank guarantee.
3. If no bank guarantee is provided, the Client is entitled to withhold 10% of the instalment payments until completion.

#### **Article 17 Termination**

1. The Client is entitled to terminate the Agreement without notice of default and with immediate effect, after the Contractor has been informed, if:
  - a. the Contractor is declared bankrupt, applies for a moratorium on payments, or is otherwise found to be insolvent. The Contractor is obliged to notify the Client in writing without delay, and at the latest within 24 hours, of any (imminent) application for bankruptcy, suspension of payments, attachment, debt restructuring or other payment difficulties; failing which, the Contractor shall be in default by operation of law and the Client shall be entitled to claim all related damages;
  - b. the Contractor receives a statutory prohibition or regulatory suspension that prevents the performance of decommissioning activities;
  - c. the Contractor loses its licences, certificates or accredited status necessary for the performance of the Agreement (including VCA, SC 530, ANVS-related authorisations);
  - d. the Contractor seriously breaches its HAZMAT or NORM obligations or causes an immediate danger to the environment or health;
  - e. The Contractor commits fraud or any other criminal offence;
  - f. The Main Contract is terminated or suspended;
  - g. In the Client's opinion, the Contractor is demonstrably incapable of fulfilling a material obligation under the Agreement;
  - h. The Contractor no longer maintains the required insurance or the insurer cancels the cover;
  - i. A guarantee or security provided by the Contractor expires and is not renewed in good time;
  - j. The Contractor fails, through its own fault, to fulfil a material obligation and does not remedy this failure within a reasonable period set by the Client.
2. In the event of termination, the Client shall not be liable for compensation of any kind. The Client is entitled to set off at least 20% of the contract sum against any outstanding claims of the Contractor as compensation for the loss of warranty claims and the additional costs the Client must incur for completion or replacement performance.
3. Termination shall not affect warranty obligations. The Contractor is obliged to indemnify the Client against all claims by third parties arising from the termination.
4. In the event of termination, the Client shall be entitled to: (a) return goods already delivered at the Contractor's expense and risk and claim a refund; (b) claim compensation for the additional costs incurred in repurchasing the goods or having the work carried out by third parties; (c) have the Agreement completed by third parties for the part not yet performed, at the Contractor's expense.

#### **Article 18 Liability**

1. The Client's liability towards the Contractor for attributable failure or unlawful acts is limited to the amount covered by the Client's liability insurance in the relevant case, plus the excess. If no cover exists, the Client's liability is limited to a maximum of €25,000.
2. The Client shall never be liable for business interruption, consequential loss, indirect loss, loss of profit, non-pecuniary loss or loss arising from delay suffered by the Contractor and/or its staff, unless there is evidence of wilful misconduct or gross negligence on the part of the Client.
3. The Contractor shall be liable for all direct and indirect damage suffered

by the Client, its employees or third parties as a result of or in connection with work performed, goods supplied or services provided by the Contractor in a late, defective or unlawful manner work, goods or services. This expressly includes: environmental damage, remediation costs, regulatory fines, claims by supervisory authorities and costs of legal assistance.

4. The Contractor's liability to the Client for HAZMAT and NORM damage is unlimited. The limitation of liability set out in paragraphs 1 and 2 does not apply to damage resulting from negligence or the Contractor's deliberate failure to comply with the AIOV or the Agreement.

5. The Contractor fully indemnifies the Client against all claims by third parties — including the Principal, regulatory authorities, neighbouring municipalities and local residents — arising from the Contractor's acts or omissions. This indemnity also covers the Client's statutory liability towards third parties pursuant to Article 6:171 of the Dutch Civil Code.

6. The Contractor shall indemnify the Client against all claims relating to employment or salary claims made by the staff deployed by the Contractor, including claims concerning payroll taxes, compliance with collective labour agreements and social insurance contributions.

7. The Client expressly and completely rejects any limitation or exclusion of liability on the part of the Contractor, regardless of the grounds or wording thereof. The Contractor hereby expressly and irrevocably accepts this rejection. The Client's AIOV shall at all times take precedence over the Contractor's terms and conditions. Any general terms and conditions of the Contractor that contain a limitation of liability shall not apply and are rejected by the Client.

#### **Article 19 Unforeseeable circumstances (force majeure)**

1. Neither Party shall be in default only if and to the extent that performance is temporarily impossible due to force majeure. Force majeure shall apply only if the circumstance in question falls outside the Contractor's sphere of risk, was unforeseeable at the time of concluding the Agreement, and renders performance objectively impossible.

2. The following shall not be regarded as force majeure: staff shortages, strikes at suppliers, delays caused by subcontractors, price increases, currency fluctuations, a lack of permits which the Contractor was required to obtain itself, or HAZMAT conditions which could have been identified through a diligent preliminary investigation.

3. The Contractor shall notify the Client in writing of any invocation of force majeure without delay and no later than within 48 hours, stating the nature, expected duration and consequences. Failure to provide timely notification shall result in the loss of the right to invoke force majeure.

4. If the force majeure situation lasts longer than 14 calendar days, the Client shall be entitled to terminate the Agreement in writing without being compensation to the Contractor. The Client retains the right to claim payment for work already correctly performed, less any loss suffered by the Client.

#### **Article 20 Intellectual Property**

1. The Contractor guarantees that the performance of the Agreement will not infringe the intellectual property rights of third parties.

2. All documents, drawings, reports, as-built documents and software made available by the Parties shall remain the property of the relevant Party.

3. As-built drawings, dismantling reports, weighing protocols and HAZMAT release documents produced by the Contractor shall become the property of the Client upon delivery.

#### **Article 21 Privacy (GDPR)**

1. The Contractor shall process personal data with due care in accordance with the GDPR.

2. The Contractor shall inform the Client within 4 working days of any requests from the Dutch Data Protection Authority and within 24 hours of any (potential) data breach.

3. Upon termination of the Agreement, the Contractor shall return or destroy all processed personal data.

#### **Article 22 Ownership**

1. Delivered goods shall remain the property of the seller until all claims have

been settled in full.

2. Ownership of any scrap material and reusable parts from the Offshore Structure shall pass to the Client upon arrival at the decommissioning yard, unless otherwise specified in the Agreement.

3. From the moment that goods, materials or parts intended for or incorporated into the works are identifiable as such, the ownership thereof to the Client, regardless of whether payment has been made. The Contractor guarantees that the aforementioned goods and materials are free from liens, rights of retention, attachments or any other third-party rights. The Client is at all times entitled to claim these goods, mark them as its property and take possession of them, regardless of the payment status and regardless of any right of retention or right of suspension on the part of the Contractor.

4. Goods and materials required for the work must be clearly marked by the Contractor as the property of the Client and stored separately from the Contractor's own goods.

5. Upon delivery, the Contractor waives any right to or claim regarding goods to be delivered subject to retention of title.

#### **Article 23 Prohibition on assignment**

1. Without the Client's written consent, the assignment, pledging or transfer of claims is prohibited.

2. Subcontracting (part of) the Contract to third parties requires the Client's written consent. The Contractor remains responsible at all times for the work carried out by third parties.

#### **Article 24 Unilateral amendment clause**

1. The Client is entitled to amend or supplement the AIOV. Minor amendments may be made at any time. Substantial amendments to the content shall be discussed with the Contractor in advance.

#### **Article 24a Chain clause and passing on the AIOV to subcontractors**

1. If the Contractor, with the Client's consent, subcontracts part of the work to a third party or employs temporary workers, the Contractor is obliged to comply with all provisions and obligations under the AIOV and the Agreement — with particular emphasis on the provisions regarding HAZMAT/NORM, penalty clause, documentation obligation, guarantees, liability and chain liability — to impose in full on that third party by way of a chain clause and third-party clause.

2. The Contractor shall also impose the AIOV obligations at all levels of subcontracting, regardless of the number of tiers. The AIOV shall apply mutatis mutandis to every subcontractor in the chain, down to the lowest level.

3. The Contractor shall at all times remain fully and primarily liable to the Client for the fulfilment of all obligations, even if and to the extent that work is carried out by subcontractors. In the event of non-compliance by a subcontractor, the Client shall be entitled to take direct measures at the Contractor's expense and risk.

4. At the Client's request, the Contractor shall demonstrate that the chain clause is indeed contractually incorporated into the agreements with its subcontractors. Upon request, the Contractor shall provide the relevant contractual provisions or a written confirmation from the subcontractor stating that it accepts the AIOV obligations.

#### **Article 24b Termination at will (termination without cause)**

1. The Client is entitled to terminate the Agreement in whole or in part at any time, even in the absence of any breach of contract by the Contractor, by giving written notice with a notice period of 10 working days.

2. In the event of termination pursuant to this article, the Contractor shall only be entitled to compensation for: (a) the contract price for work already correctly performed and approved; (b) demonstrable direct costs for materials already ordered and which cannot be returned, solely to the extent that the Contractor can demonstrate this in writing and with supporting documents. The Contractor shall not be entitled to compensation for loss of profit, indirect costs or other damage resulting from the termination.

3. Upon termination, the Contractor shall immediately cease all work not expressly continued by the Client, and shall hand over the work to the Client in its current state. The Contractor shall hand over all working documents,

drawings and certificates already obtained to the Client.

#### **Article 25 Non-competition and non-solicitation clause**

1. The Contractor shall refrain from making (price) offers to the Principal for work carried out by the Client.
2. The Contractor and its affiliated companies shall refrain, during the term of the Agreement and for a period of two years thereafter, from employing or soliciting the Client's employees.

#### **Article 26 Confidentiality**

1. The Parties shall not disclose any information regarding the content of the Agreement to third parties without the prior written consent of the other Party.
2. The confidentiality obligation also applies to staff and engaged third parties and shall remain in force after termination of the Agreement.
3. Technical information, engineering documents, HAZMAT inventories, NORM measurement data and commercial quotations shall be regarded as strictly confidential.

#### **Article 27 Code of Conduct**

1. The Sagro Code of Conduct ([www.sagro.nl](http://www.sagro.nl)) forms part of the AIOV. The Contractor, its staff and its subcontractors shall comply with the Code of Conduct.
2. In the event of a serious suspicion of a breach, the Client is entitled to have a forensic audit carried out. The Contractor shall cooperate.

#### **Article 27a Sagro Life-Saving Rules and safety regime**

1. The Client operates its own safety regime, including Life-Saving Rules ('LSR'), based on the International Association of Oil & Gas Producers (IOGP) Life-Saving Rules. The Contractor and its personnel shall be subject to the Client's safety regime and the LSR throughout the entire performance of the Agreement.
2. The Contractor shall ensure that all its personnel, subcontractors and temporary workers have demonstrable knowledge of and comply with the Client's safety regime and the LSR. The Contractor shall confirm in writing, prior to the commencement of the work, that its personnel have completed the mandatory safety induction.
3. Any breach of a Life-Saving Rule by an employee of the Contractor entitles the Client to remove that employee from the site immediately and without compensation. Repeated or serious breaches entitle the Client to terminate the Agreement with immediate effect, without the Contractor being entitled to claim compensation.
4. The Contractor shall report all safety incidents, near misses and LTIs (Lost Time Injuries) occurring during the performance of the work to the Client without delay, in accordance with the Client's incident reporting procedure. All costs of safety-related measures which the Client is required to take as a result of a breach by the Contractor shall be charged to the Contractor.

#### **Article 28 Compulsory Identification Act**

1. The Contractor and its workforce shall comply with all WID regulations. All members of the workforce must be able to produce valid proof of identity and, where required, a work permit at all times.
2. The Contractor indemnifies the Client against fines and damages resulting from infringements by its employees.

#### **Article 29 Foreign Nationals (Employment) Act (WAV)**

1. The Contractor and its workers shall comply with all WAV regulations. The Contractor guarantees that a Dutch interpreter will be present during the work if non-Dutch-speaking workers are employed.
2. The Contractor shall indemnify the Client against fines and damages resulting from infringements committed by its workers.

#### **Article 30 Interest and collection costs**

1. If the Contractor fails to pay any amount owed to the Client on time, the Contractor shall be in default by operation of law and shall owe statutory (commercial) interest on the outstanding amount in accordance with Article 6:119a of the Dutch Civil Code, from the date of default until the date of full

payment.

2. All reasonable costs incurred by the Client in seeking out-of-court settlement — including costs for legal assistance, debt collection agencies and experts — shall be borne by the Contractor.

#### **Article 31 Disputes, applicable law and limitation period**

1. All Agreements and disputes are governed by Dutch law. The Vienna Sales Convention is expressly excluded.
2. All disputes shall be submitted exclusively to the competent court in the district of Zeeland/West-Brabant. The Client shall also have the right to submit a dispute to the competent court in the district where the Contractor is established.
3. Any legal claim that the Contractor wishes to bring under the Agreement must, on pain of forfeiture, be served on the Client within 2 (two) years of the approval or completion of the work to which the claim relates. Upon expiry of this period, all claims of the Contractor against the Client arising from the relevant Agreement shall lapse, regardless of whether the Contractor was aware of or could have been aware of the existence of such a claim at that time. The Client is not obliged to notify the Contractor of the approaching expiry of this limitation period.
4. The two-year limitation period set out in paragraph 3 does not apply to claims by the Client against the Contractor. The statutory limitation periods apply to claims by the Client, whereby, in the case of HAZMAT/NORM damage, the limitation period shall not commence earlier than the date on which the Client becomes aware, or could reasonably have become aware, of the damage and the liable party.

### **B: SPECIAL SECTION – TERMS AND CONDITIONS OF PURCHASE**

#### **Article 32 Delivery (terms)**

1. Delivery shall be made carriage paid to the agreed place of delivery or unloading, including any duties payable.
2. Partial deliveries are permitted only by written agreement. Each delivery is accompanied by a packing list and consignment note bearing the Contract number.
3. If the Client is unable to take delivery of the goods, the Contractor shall store the goods at its own expense and risk until delivery is possible.

#### **Article 33 Changes to goods to be delivered**

1. Goods, services and work delivered shall be of good quality and in accordance with the Contract.
2. The Contractor shall inform the Client in advance of any change in the composition or properties of the goods to be delivered.
3. In the event of an anticipated delay, the Contractor shall notify the Client in writing without delay, stating the circumstances and the anticipated new delivery date.

#### **Article 34 Transport and unloading**

1. The transport and unloading of goods shall be at the Contractor's expense and risk.
2. Upon unloading, the Contractor shall present a delivery note for signature. Signature does not imply approval of the quality and does not release the Contractor from any warranty or liability obligations.

### **C: SPECIAL SECTION – SUBCONTRACTING TERMS**

#### **Article 35 General obligations of the Contractor**

1. The Contractor's general obligations include:
  - a. The proper and sound execution of the Contract in accordance with the Agreement;
  - b. Keeping work, equipment and liability properly insured at its own expense; using approved and certified equipment and measuring instruments;
  - c. Ensuring there are always sufficient skilled workers on site and effectively

- instructing them on site rules, HAZMAT procedures and safety protocols;
- d. Ensuring that a Dutch-speaking authorised representative is present at all times during the works to provide effective supervision;
  - e. Keeping a daily log of the work carried out and reporting to the Client on a weekly basis in accordance with the format specified by the Client, no later than 10:00 am every Monday for the preceding week;
  - f. At the Client's request, but in any event at the start of the work, submitting:
    - (i) a valid risk assessment and evaluation (RAE) approved by a competent authority;
    - (ii) task risk analyses (TRA) for all critical work (including lifting, working at height, HAZMAT, hot work);
    - (iii) an up-to-date list of all subcontractors engaged, with proof of their required certifications;
  - g. The immediate and prompt fulfilment in writing of any obligation to provide information, submit documents or produce reports arising from the Agreement, the AIOV or a written instruction from the Client. Failure to comply shall immediately trigger the penalty clause set out in Article 43(2).

#### **Article 36 Planning and handover**

1. The Contractor's delivery and maintenance period shall coincide with that of the Client vis-à-vis the Principal.
2. The works must be fully aligned with the Client's schedule. In the event of acceleration or delay, the Contractor shall adapt to the amended schedule.

#### **Article 37 Warranty for parts of the work**

1. The Contractor guarantees the parts of the work from completion until handover and during the agreed warranty period thereafter.
2. The warranty period shall be extended by the period during which parts have not been used, or have not been used in full, as a result of a failure on the part of the Contractor.

#### **Article 38 Unforeseen/cost-increasing circumstances**

1. The Contractor shall only be entitled to reimbursement of additional costs if and insofar as such claims are honoured by the Principal and after the Client has received the reimbursement.

#### **Article 39 Personnel**

1. The Contractor shall deploy only its own personnel, unless the Client has given written consent.
2. In the event of misconduct or unsuitability, the Client is entitled to remove staff and demand their replacement.
3. Additional qualification requirements apply to decommissioning activities: staff working with HAZMAT or in the vicinity of NORM must hold demonstrable certification in accordance with the applicable legislation and regulations (Working Conditions Decree, KEW, Bbs).

#### **Article 40 Obligations under legislation and regulations**

1. The Contractor is obliged to comply with all applicable collective labour agreement obligations, payroll deductions and statutory obligations.
2. Upon request, the Contractor shall provide a weekly man-day register and, once every three months, a statement regarding payment behaviour in respect of payroll taxes.

#### **Article 41 Ownership, tools and equipment**

1. Upon delivery of materials to the site, ownership shall pass to the Client; the risk shall remain with the Contractor until handover.
2. The Contractor shall provide all tools and equipment required for the performance of the work, unless otherwise agreed.
3. All lifting equipment to be used by the Contractor (cranes, hoists, hoist sets) must be accompanied by valid SWL certificates, as-built pad-eye drawings and lifting plans approved by a qualified lifting engineer.

#### **Article 42 Commencement of work; duration of performance; penalty clause**

1. If it is impossible to commence work on the agreed date, the Contractor shall give written notice at least 5 working days in advance, stating the reason and providing a recovery plan.
2. If a (partial) deadline is at risk of being exceeded, the Contractor is obliged

to submit a written recovery plan to the Client without delay and no later than within 48 hours. This recovery plan shall contain: (a) an analysis of the cause of the delay; (b) specific measures to make up for the delay; (c) a revised schedule with achievable deadlines; (d) confirmation that the final completion date remains unchanged, or a written proposal for a new date, subject to the Client's approval. The Client reserves the right to reject the rectification plan and to demand amendments. Approval of the rectification plan by the Client does not release the Contractor from the obligation to pay penalties for the days of delay that have already elapsed.

3. If the agreed completion period or handover date is exceeded, the Contractor shall owe the Client an immediately payable penalty of 0.2% of the contract price for each calendar day of delay, with no upper limit, unless a different percentage has been expressly agreed in the Contract. The penalty shall be payable by operation of law, without any notice of default, reminder or judicial intervention being required.

4. The penalty does not affect the Client's right to full compensation in the event of demonstrably greater damage. The penalty and the compensation are payable cumulatively; payment of the penalty does not set off against compensation and does not release the Contractor from its obligation to still deliver the work on time and in accordance with the requirements.

5. The penalty of 0.2% per calendar day, with no upper limit, also applies to: (a) the failure to submit, or late submission of, mandatory documents (lifting plans, HAZMAT work plans, demolition plans, completion documents);

(b) the failure to provide, or the late provision of, certificates, inspection reports, release reports or as-built drawings; (c) the failure to meet, or the late meeting of, any other deadline set out in writing in the Contract. The penalty applies to each individual obligation and is cumulative.

6. The Client is entitled to set off the penalty due against outstanding payments to the Contractor, without prior judicial authorisation.

7. Any postponement or delay in the completion period due to causes attributable to the Client entitles the Contractor to an extension of the completion period by an equal number of working days, but shall in no circumstances entitle the Contractor to a revision of contract prices or additional work, unless expressly agreed in writing.

#### **Article 43 Site preparation**

1. The Client shall ensure the timely availability of the items and facilities specified in the Agreement at the dismantling yard.
2. Costs of gas, water, electricity and site hire shall be borne by the Contractor, unless otherwise agreed.
3. The Contractor shall ensure the removal of all waste and pallets generated during the performance of its work, in accordance with HAZMAT procedures and waste registration requirements.

#### **Article 44 Weekly reports; minutes of construction meetings**

1. Where agreed, the Contractor shall prepare weekly progress reports in accordance with the format specified by the Client, no later than the fifteenth day following the relevant working week.
2. The Contractor shall attend scheduled progress and coordination meetings.

#### **Article 45 Quality, inspection and testing**

1. The Client and/or its Principal shall at all times be entitled to carry out inspections, tests and assessments, or to have them carried out. The Contractor shall cooperate with this at no extra cost to the Client.
2. Rejected items shall be removed by the Contractor upon first request and replaced immediately at the Contractor's own expense.

#### **Article 46 Handover of work by the Contractor prior to handover to the Client**

1. The Contractor shall invite the Client in writing to inspect the work. The inspection shall take place within eight days at the latest.
2. The condition at the time of acceptance shall be described in a report signed by both parties.
3. Minor defects that can be rectified before the next payment deadline shall not constitute grounds for withholding approval.

#### **Article 47 Handover of work by the Contractor to the Client**

1. If simultaneous handover has been agreed, the provisions of Article 45 shall apply mutatis mutandis.
2. Handover shall only take place after the handover of all required release and conformity documents.

#### **Article 48 Chain liability/hiring party liability**

1. If the Contractor subcontracts work to third parties with the Client's consent, the administrative requirements under the Chain Liability Act shall be strictly complied with.
2. The Contractor indemnifies the Client against all consequences of noncompliance.
3. The Client shall at all times be entitled to pay the payroll taxes due directly into the Contractor's current account.

#### **Article 49 Final statement**

1. If the Client submits its final statement to the Principal, it shall request the Contractor in writing to submit its final statement. The Contractor shall submit this within two weeks of receiving the request.
2. No later than four weeks after completion of the work — regardless of whether the Client has made a request — the Contractor must submit a complete and substantiated final financial statement to the Client, accompanied of all supporting documents (weighing slips, certificates, timesheets, subcontractor invoices). This deadline is a strict, non-extendable deadline.
3. Upon expiry of the four-week limitation period, all financial claims of the Contractor — including claims for additional work, reimbursement of expenses and credit balances — shall lapse by operation of law. The Client is not obliged to notify the Contractor of this time limit.
4. The submission of an incomplete final statement — without the required supporting documents or without the complete handover dossier as referred to in Article 56 — shall be deemed equivalent to non-submission. The penalty of 0.2% per calendar day shall be payable until a complete and approved final statement has been received.
5. The Client shall respond to the final statement within 10 working days of receipt. Disputed items shall be substantiated in writing. Undisputed items shall be paid in accordance with Article 12.

#### **Article 50 Compliance Register, transparency and self-assessment**

1. The Contractor is obliged to maintain an up-to-date compliance register in which the following is recorded for each obligation under the Agreement and the AIOV: (a) a description of the obligation; (b) the contractual deadline; (c) the date of actual compliance; (d) in the event of late compliance: the reason and the remedial plan.
2. The Contractor shall make the compliance register available to the Client within 24 hours upon request. The Client is entitled to inspect the register at any time, without prior notice.
3. The Contractor shall, on its own initiative, notify the Client as soon as it anticipates that an obligation will not be fulfilled on time. This notification must be made before the relevant deadline expires, accompanied by a remedial plan and a revised deadline. Notification after the deadline has expired does not exempt the Contractor from the penalty due, but may be taken into account by the Client when assessing follow-up actions.
4. The Client is at all times entitled to carry out (or have carried out) a compliance audit at the Contractor's premises, including an inspection of records, certificates, subcontractor files and HAZMAT/NORM registrations. The Contractor shall provide full cooperation and access. The costs of the audit shall be borne by the Contractor if the audit reveals any shortcomings.

### **D: SPECIAL SECTION – OFFSHORE DECOMMISSIONING**

#### **Article 51 Scope of offshore decommissioning**

1. This section specifically regulates:
  - a. Onshore decommissioning of offshore platforms, jackets, topsides, modules and subsea structures;

- b. Load-in operations and the reception of offshore structures at the Client's decommissioning yard;
- c. All lifting work associated with decommissioning, including heavy lifting operations and controlled removal;
- d. Cleaning and dust removal work, including drainage and flushing of pipelines;
- e. Material separation, sorting and preparation of scrap and residual material for transport to authorised processors.

#### **Article 52 IHM and HAZMAT preliminary survey**

1. The Client shall make the available IHM inventory available to the Contractor prior to the commencement of the works. The Contractor shall confirm in writing that it has taken note of the IHM.
2. If no IHM is available, the Client, or a specialist appointed by the Client, shall carry out a HAZMAT survey prior to the commencement of the dismantling. Unless otherwise agreed, the costs of this are not included in the Contractor's contract price.
3. The Contractor is obliged to consult the IHM when drawing up its work plan and HAZMAT procedures, and is liable for any damage resulting from failure to comply with the risks and restrictions set out in the IHM.

#### **Article 53 Lifting operations and heavy transport**

1. All lifting operations shall be carried out in accordance with a lifting plan approved by a qualified lifting engineer. Approval by the Client is required prior to commencement.
2. The Contractor shall make the following documents available to the Client no later than 5 working days prior to the lifting operation: (a) as-built padeye drawings and SWL certificates; (b) calculation of the live weight and CoG; (c) rigging diagram with safety factors; (d) toolbox talk document.
3. In the event that the actual weights deviate by more than 5% from the specified weights, the lifting plan must be revised and re-approved before the operation takes place.
4. The Client reserves the right to carry out (or have carried out) an independent inspection of lifting equipment. Costs shall be borne by the Contractor if the inspection reveals any defects.

#### **Article 54 Ground bearing capacity and work area**

1. The Contractor is responsible for verifying whether the ground bearing capacity at the intended crane position and work zone is sufficient for the cranes and heavy equipment to be used, based on available ground reports provided by the Client.
2. If additional foundation work or quay structures are required, these shall be included in the Contract as a provisional sum item or additional works.

#### **Article 55 Fluid management and pipelines**

1. Prior to the commencement of demolition works, the Contractor shall ensure the complete draining, flushing and venting of all pipelines, tanks and pressure vessels in accordance with the procedures described in the Contract.
2. Any liquids released (including oily water, glycol and other process fluids) shall be collected, classified and disposed of by the Contractor in accordance with the applicable environmental legislation and the Client's ANVS or Wm permit.
3. The Contractor shall record the quantities and disposal destinations of all released liquids and report this to the Client on a weekly basis.

#### **Article 56 Structural safety and demolition sequence**

1. The Contractor shall draw up a detailed demolition plan describing the recommended demolition sequence based on the available as-built construction drawings. This demolition plan is subject to the Client's approval.
2. If as-built drawings are not available, the Contractor is obliged to have a structural assessment carried out by a qualified structural engineer prior to the commencement of the demolition works.
3. Any unexpected structural deviations (non-conformity with the as-built situation) must be reported immediately to the Client, after which work shall be suspended until a revised demolition plan has been approved.

#### **Article 57 Material separation and scrap**

1. The Contractor shall sort the material released into the categories as described in the Agreement (including ferrous scrap, non-ferrous scrap, stainless steel, cable, equipment, HAZMAT).
2. Weighing of scrap fractions shall take place on certified weighbridges. The Client reserves the right to be present during the weighing or to request a second opinion.
3. The contractor shall provide a weighing slip and a certificate of conformity for each batch. Batches containing hazardous materials shall be segregated separately and labelled in accordance with ADR/IMDG and the applicable environmental legislation.

#### **Article 58 Documentation, as-built reports and handover dossier**

1. During the execution of the works, the Contractor shall compile a complete completion dossier. This dossier shall contain at least: (a) a complete dismantling report with photographic documentation for each phase of execution; (b) weighing and material registers for each fraction, signed by an authorised weighing authority; (c) HAZMAT clearance certificates per room/section, including final measurement reports; (d) NORM clearance reports and dose measurement results per work area; (e) waste processing certificates and acceptance notes from all licensed processors, including EWC codes and weights; (f) as-built drawings and P&IDs, insofar as amended during execution; (g) all inspection reports for lifting equipment and lift operations; (h) a signed declaration that the yard, the quay and all facilities made available by the Client have been handed over completely clean and undamaged; (i) evidence of the final disposal or processing of all hazardous materials released from the works.
2. The Contractor must make the complete handover dossier available to the Client no later than the day of the handover inspection. Any document missing on the handover date shall immediately trigger a penalty of 0.2% per calendar day per missing document, with no upper limit, until the document in question has been submitted in full and approved. The penalty applies cumulatively to all documents.
3. The Client shall approve the handover dossier or reject it in writing within 10 working days of receipt. Until the dossier has been fully approved, handover is not complete and the delay penalty shall continue to accrue.
4. All documents shall be archived by the Contractor for a minimum of 10 years and made available to the Client, supervisory authorities and judicial bodies upon first request.

#### **Article 59 OSV trips and offshore support**

1. If the Agreement includes offshore support vessel (OSV) trips, the number of trips specified in the Agreement shall be binding. Any additional trips shall be treated as additional work.
2. The Contractor is responsible for coordinating with the OSV operator, port authorities and the offshore installation operator (OIM). All costs arising from delays attributable to the Contractor shall be borne by the Contractor.

#### **Article 60 Environment and MARPOL Compliance**

1. All offshore decommissioning activities shall be carried out in accordance with MARPOL, OSPAR, the EU Ship Recycling Regulation and the applicable national environmental legislation.
2. The Contractor shall ensure the prevention of environmental pollution (including oil spills, the spread of NORM or asbestos). In the event of an environmental incident, the Contractor shall immediately take mitigating measures and report the incident to the Client within 2 hours.

#### **Article 61 Permits and government coordination**

1. Unless otherwise agreed, the Client is responsible for obtaining the necessary decommissioning permits from the Dutch authorities (including SodM, ANVS, Rijkswaterstaat and the Harbour Master).
2. The Contractor shall provide the Client in good time with all necessary technical information for permit applications and shall cooperate with inspections by government authorities.

#### **Article 62 Liability in connection with decommissioning**

1. The Contractor shall be liable for all damage resulting from the unprofessional or negligent performance of decommissioning work, including damage to the structure to be dismantled, adjacent installations, waterways, quays and third parties.
2. The Client shall not be liable for hidden structural defects or unknown HAZMAT situations that could not reasonably have been foreseen on the basis of the available documentation, provided that these are reported in good time in accordance with Article 9.3.

#### **Article 63 Certification and compliance**

1. For work falling under the Hong Kong Convention or the EU Ship Recycling Regulation, the Client's dismantling yard must hold the required DASR authorisation or equivalent EU certification.
2. The Contractor is obliged to familiarise itself with and work in accordance with the current Ship Recycling Plan (SRP) or Facility Management Plan (FMP) used by the Client.

#### **Article 64 Transfer and acceptance of structures**

1. The formal acceptance of an Offshore Structure at the Client's yard shall take place on the basis of a written transfer and acceptance protocol ('Transfer of Custody Document'), signed by the Client and the transferring party.
2. Upon acceptance by the Client, the Client shall bear the risk of the structure. The Contractor accepts no liability for damage occurring prior to the moment of acceptance, unless it has carried out the load-in operation.

#### **Article 65 Rates and unit prices**

1. Unless otherwise agreed, the prices in the Agreement are fixed lump-sum amounts. Where unit prices have been agreed (e.g. per tonne of material processed), the rates stated in the Agreement are binding for the entire term.
2. Cost fluctuations resulting from market fluctuations in scrap prices, energy costs or labour wages do not entitle the parties to a tariff adjustment, unless an escalation clause is expressly included in the Agreement.

#### **Article 66 Maintenance period following decommissioning**

1. A maintenance period of 12 months applies after completion, unless otherwise agreed. During this period, the Contractor shall, upon first request, remedy all defects attributable to it, at its own expense.
2. Defects resulting from unexpected HAZMAT conditions that have been reported in good time in accordance with Article 9.3 and confirmed by the Client are excluded from the Contractor's warranty obligations.

#### **Article 67 Subcontractors and approved supplier list**

1. For specific decommissioning work (including asbestos removal, NORM handling and crane operations), the Contractor may only use subcontractors who have been approved by the Client or who meet the qualification requirements set out in the approved list of suppliers.
2. The Contractor remains fully responsible for the performance of its subcontractors and indemnifies the Client against all claims arising from the acts or omissions of subcontractors.

### **E: SPECIAL SECTION – HAZMAT, NORM AND ASBESTOS REMOVAL**

#### **Article 68 Asbestos removal**

1. Asbestos removal shall be carried out exclusively by certified asbestos removal companies (risk class 1, 2 or 2a in accordance with the Asbestos Removal Decree 2005 / Working Conditions Decree Chapter 4, Section 6) holding a valid SC 530 or equivalent certification.
2. Prior to commencement, the asbestos removal contractor shall draw up a work plan and an application for a demolition notification in accordance with the statutory requirements (in accordance with the 2012 Building Decree or its successor). The Client shall be named as the commissioning party on the application form.
3. During the works, air sampling is carried out by a certified laboratory (in

accordance with NEN 689 / NLKV protocol). Results are reported to the Client without delay.

4. The work area will only be released following asbestos removal after a written final measurement has been carried out, showing that the concentration is below the statutory limit value. The final measurement will be carried out by an independent laboratory approved by the Client.

5. Waste containing asbestos is packaged, labelled and transported in accordance with ADR regulations and the requirements of the licensed treatment facility. All disposal and treatment certificates are handed over to the Client.

#### **Article 69 NORM (Naturally Occurring Radioactive Material) operations**

1. NORM operations are carried out exclusively in accordance with the Client's ANVS licence (ANVS-TSB-2018/0047396 or successor) and the Nuclear Energy Act (KEW), the Decree on Basic Safety Standards for Radiation Protection (Bbs) and the additional requirements of the ANVS.

2. The Client shall appoint a qualified Technical Management Specialist (TMS) in accordance with the ANVS licence. If the Contractor employs its own radiation expert, this person must hold a valid SC certificate in radiation expertise and be approved by the Client.

3. NORM-containing materials shall be segregated, labelled and stored in designated NORM zones on the Client's site. The transfer of NORM-containing materials to third parties shall take place exclusively in accordance with the Work Plan approved by the ANVS and provided that the required ANVS authorisation or release certificate has been obtained.

4. The Contractor may not transfer NORM-containing materials to third parties without the Client's explicit written consent and, where required, that of the ANVS. Breach of this prohibition shall be deemed a material breach of contract and shall constitute grounds for termination of the Agreement in accordance with Article 17.

5. Upon completion of NORM works, the Contractor shall provide a NORM release report, including dose measurement results, a summary of the activity concentrations removed, and confirmation that all NORM-containing materials have been processed or transferred in accordance with the licence conditions.

#### **Article 70 Other HAZMAT**

1. In addition to asbestos and NORM, HAZMAT removal also includes: PCB-containing transformers and capacitors, lead-containing coatings and materials, mercury-containing instruments, oil residues and sludge, coolants, battery acids and other chemicals.

2. The Contractor shall work in accordance with the IHM inventory and the associated HAZMAT work procedures. A separate work procedure, approved by the Client, is available for each HAZMAT category.

3. Released HAZMAT materials shall be classified in accordance with EWC codes (European Waste Catalogue) and disposed of by licensed processors. All processing certificates shall be handed over to the Client.

#### **Article 71 Personal protective equipment (PPE)**

1. The Contractor shall ensure that all required PPE is made available and used correctly in accordance with the applicable risk class and legislation. The Client may carry out random checks on PPE.

2. Specific PPE requirements for NORM (including TLD dosimeters, protective clothing, respiratory protection) are set out in the Client's NORM procedure plan.

#### **Article 72 Obligation to report incidents and near-misses**

1. The Contractor shall report all HAZMAT/NORM-related incidents, near-misses and unintended exposures to the Client within 2 hours. A written incident/nearmiss report shall be submitted within 24 hours.

2. The Client reserves the right to conduct an independent investigation in the event of serious incidents. The Contractor shall cooperate fully and suspend the relevant work until the Client authorises its resumption in writing.

#### **Article 73 Licences and recognised bodies**

1. The Contractor is responsible for maintaining all licences, accreditations and certifications required for its work throughout the entire term of the Agreement.

Should there be a risk of a licence being lost or suspended, the Contractor shall notify the Client immediately.

2. The Contractor shall ensure that all subcontractors engaged by it for HAZMAT/NORM work possess the required accreditations.

#### **Article 74 Liability for HAZMAT and NORM**

1. The Contractor shall be liable without limitation for all damage, costs, fines and claims arising from a breach of the obligations set out in this section, including environmental damage, clean-up costs, administrative sanctions and third-party claims.

2. The exclusion of liability in Article 18.2 does not apply to HAZMAT/NORM-related damage caused by the Contractor's wilful misconduct or gross negligence.

#### **Article 75 Archiving and documentation of HAZMAT/NORM**

1. All HAZMAT/NORM documentation shall be archived by the Contractor for a minimum of 10 years following completion of the works and made available to the Client and competent authorities upon request.

### **F: SPECIAL SECTION – WASTE DISPOSAL & RESIDUAL MATERIAL**

#### **Article 76 Definitions of waste disposal**

1. The following terms are used in this section:

- a. Waste: substances and materials released during dismantling and requiring disposal, recycling or processing;
- b. Scrap: materials suitable for recycling or reuse (ferrous, non-ferrous, stainless steel, cable, etc.);
- c. HAZMAT waste: materials classified as hazardous waste in accordance with the EVOA and national legislation;
- d. Licensed processor: a treatment, processing or final disposal facility licensed by the competent authorities for the waste stream in question;
- e. EWC code: European Waste Catalogue code used to identify the waste stream.

#### **Article 77 Disposal of waste**

1. The Contractor shall dispose of waste exclusively to licensed processors holding the required environmental permit(s). Prior to the commencement of disposal, the Contractor shall provide the Client with the name, location and permit numbers of the intended processor.

2. Each disposal shall be accompanied by the legally required accompanying documents (transport document for hazardous waste in accordance with the Environmental Management Act; e-Manifest or equivalent for cross-border shipments in accordance with the EVOA).

3. For each disposal, the Contractor shall record: EWC code, weight, carrier, licensed treatment facility and date. This record shall be reported to the Client on a weekly basis.

4. The contractor is liable for all costs and damage arising from the disposal of waste to unauthorised processors or the breach of transport regulations.

#### **Article 78 Environmental provisions**

1. The Contractor holds the legally required permits for the waste disposal activities it carries out.

2. If new statutory regulations come into force during the term of the Agreement, the Parties shall amend the Agreement accordingly.

3. The Contractor shall dispose of HAZMAT waste exclusively to processors holding the required EVOA notification for the cross-border transport of hazardous waste, where applicable.

#### **Article 79 Scrap processing and scrap revenue**

1. The method of processing scrap materials (including the distribution of scrap revenue) shall be laid down in the Agreement. Unless otherwise agreed, scrap revenue shall constitute a credit in favour of the Client.

2. Scrap fractions are weighed on certified weighbridges. The Client is entitled to be present during the weighing or to request a re-weighing within 5 working days of being notified of the weighing result.

3. The contractor shall provide a weighing slip, analysis certificate (if applicable) and invoice or credit note for each scrap fraction.

#### **Article 80 Transfer of ownership of residual material**

1. Transfer of ownership of residual material to the Contractor or authorised processors shall only take place after written consent from the Client and, for NORM-containing material, after approval by the ANVS in accordance with the applicable operating plan.
2. The Contractor shall indemnify the Client against all claims arising from the unlawful transfer or processing of residual material.

#### **Article 81 Services as a waste separation company**

1. If the Contractor also acts as a waste sorting company, the provisions of Articles 74–78 shall apply mutatis mutandis, supplemented by the specific acceptance conditions applied by the Client.
2. The waste separation company separates the waste materials supplied into components for reuse, recovery and final disposal, and shall maintain a complete waste records system.
3. The waste separation company is liable for the efficient and environmentally sound separation and processing of waste and accepts responsibility for compliance with all applicable legal provisions.

#### **Article 82 Liability for waste processing**

1. The Contractor shall be liable for all damage suffered by the Client as a result of failure to comply, or partial compliance, with the obligations set out in this section, including damage resulting from incorrect classification, unauthorised transfer or unlawful processing of waste.
2. The Client shall not indemnify the Contractor for damage resulting from insufficient or incorrect information provided by the Client regarding the nature of the waste, unless the Client can be shown to have provided incorrect information.

### **FINAL PROVISION**

These General Terms and Conditions of Purchase and Subcontracting (AIOV 2026) have been adopted by Sagro Decom B.V. and shall come into force on 1 January 2026. They replace the AIOV of October 2018 in their entirety.

Sagro Decom B.V. reserves the right to amend these General Terms and Conditions. The Contractor will be notified in writing of any material changes. Application to existing agreements requires mutual written consent.

For any questions regarding the AIOV or its application, please contact:  
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