

SUPPLEMENTARY PROVISIONS FOR THE PERFORMANCE OF WORK

These provisions are supplementary to the General Terms and Conditions of Purchase of Stork N.V., with registered office at Naarden, and all its affiliated companies.

1. Definitions

- 'Materials': all Materials, components, equipment, machines and other parts that are intended for, or used in, the performance of the Works;
- 'Tools and equipment': all machinery, tools, transport equipment and other site materials needed for the performance of the Works;
- 'Works': the performance of activities, the rendering of services, and the supply of materials for the execution of Works;
- 'Work Site': all sites and buildings where Works are performed according to the contract.

2. Supplier and his personnel

- 2.1 The Supplier is an independent contract party. The personnel of the Supplier and/or his subcontractors shall never be considered as personnel of Stork.
- 2.2 For the performance of his obligations, the Supplier shall use a sufficient number of skilled personnel and is responsible for compliance with this provision by its subcontractors.
- 2.3 At Stork's request, the Supplier shall periodically provide an overview of personnel that the Supplier has used for the performance of the Works, stating the name, function and any other data that Stork deems desirable or necessary. Replacement of personnel by the Supplier shall be discussed with Stork and is subject to Stork's approval.
- 2.4 If the Supplier has used personnel that, in the reasonable judgement of Stork, are unsuitable or incompetent, then the Supplier shall have such personnel withdrawn from the Works.

3. Authorized agents

Stork and the Supplier shall each appoint a duly authorized agent to represent them during the performance of the Works.

4. Materials

- 4.1 Unless agreed otherwise, the Supplier is responsible for supplying all Materials.
- 4.2 The Materials supplied by the Supplier shall be new and unused and in each case suitable in all respects for the purpose for which they are intended. The Materials shall be in good condition. Materials that do not meet the requirements shall, at Stork's request, be removed by the Supplier from the Work Site and replaced by the Supplier with Materials that do meet the requirements.
- 4.3 Any Materials supplied for the Works by Stork for its own account shall remain the property of Stork. The Supplier shall identify these Materials as being the property of Stork by means of separate storage or by clearly visible markings. The Supplier shall keep Stork informed of the location of the Materials.
- 4.4 From the date of receipt, the Supplier is responsible for the proper handling, storage, security and supervision of the Materials referred to in Articles 4.2 and 4.3. The Supplier is responsible for obtaining adequate insurance cover.

5. Tools and Equipment

- 5.1 All machinery, tools, transport equipment and other site materials needed for the performance of the Works shall be supplied, used, maintained and removed from the site by and for the account of the Supplier.
- 5.2 If it has been agreed that Stork is to provide the Supplier with machinery, tools, transport equipment and other site materials, this shall be done by Stork in accordance with the planning of the Works. Save where otherwise agreed, no charges will be payable by the Supplier to Stork for the use or consumption thereof.
- 5.3 The Supplier shall ensure that the machinery, tools, transport equipment and other site materials provided by Stork are used by the Supplier and/or others with due care and attention and only for the purposes for which they are provided. The Supplier shall maintain clearly documented records regarding the use and consumption of these resources.
- 5.4 The Supplier shall be responsible for the storage, security and supervision of the Tools and Equipment provided by Stork.

6. Work Site

- 6.1 Stork shall make the Work Site available to the Supplier in ample time.
- 6.2 The Supplier shall apprise himself fully and in ample time of the basic condition and state of the Work Site and take this into account in its offer.
- 6.3 Stork shall grant the Supplier and its personnel access to the Work Site during normal working hours. To that end, the Supplier shall furnish Stork in ample time

with the requisite information concerning its personnel. Everyone entering the Work Site does so at his or her own risk.

- 6.4 Supplier personnel shall be acquainted with the rules and regulations applying on the Work Site and shall act in accordance with these rules and regulations. In the case of Supplier personnel who do not act in accordance with the rules and regulations, or who jeopardize the maintenance of good order and safety on the Work Site, Stork is entitled to deny them access to the Work Site.

- 6.5 The Supplier shall install on the Work Site all facilities necessary for the Works and shall not remove them from the Work Site without prior permission from Stork.

7. Variation to the Works

- 7.1 Stork shall have the right to increase or decrease the amount of the Works. The Supplier shall notify Stork promptly in writing of the consequences that such a variation to the Works will have on the price and the planning of the Works. The Supplier shall not commence such variations to the Works until he has received written instructions to that end from Stork.
- 7.2 If the variation to the Works affects the price, the variation shall be calculated on the basis of the tariffs, unit prices and/or other price components laid down in the contract.
- 7.3 If the Supplier is of the opinion that a change has occurred in the Works, which gives cause for more or less work, the Supplier shall report this to Stork forthwith and request Stork for an order for this variation in the Works.

8. Acceptance of the Works

- 8.1 As soon as the Works have been completed in the opinion of the Supplier, the Supplier shall report this to Stork in writing. Stork shall inform the Supplier in writing, within a reasonable term, whether, in the opinion of Stork, the Works comply with the conditions specified in the contract and can be accepted.
- 8.2 The Works are not deemed to have been accepted if Stork has not accepted them in writing. On acceptance of the Works, the Work Site shall be left in a clean and orderly condition by the Supplier.
- 8.3 If Stork is desirous of taking the Works, or a part thereof, into use prior to acceptance, then Stork and the Supplier shall discuss the conditions under which this can be done. Accelerated taking into use does not automatically infer acceptance of the Works or a part thereof.
- 8.4 Until the date of acceptance of the Works by Stork, the Works remain the risk of the Supplier.

9. Insurance

- 9.1 Unless agreed otherwise, the Supplier shall take out a Construction All Risks insurance ('CAR insurance') to cover the Works, existing property of Stork on the Work Site, temporary facilities, machines, tools and other site materials of the Supplier on the Work Site, death or injury to persons, and the personal effects of Supplier personnel.
- 9.2 The CAR insurance shall name Stork as co-insured party and include a waiver of all recourse against Stork and any other co-insured parties.
- 9.3 Article 14 of the General Terms and Conditions of Purchase shall remain in full force and effect.