

GENERAL PURCHASE CONDITIONS TITAN

1. Definitions

In these General Purchase Conditions the following concepts are defined:

TITAN: Titan Projects B.V., Titan Salt B.V., Titan Industries B.V., and/or any related enterprises, hereafter called "TITAN";

Contractor: the party that delivers goods to TITAN, performs services and/or operations for TITAN or agreed to perform such actions, as well as the party that received an assignment of any other sort from TITAN;

Agreement: any agreement between TITAN and Contractor regarding the purchase of goods by TITAN and/or the performing of services and operations by Contractor, as well as any associated (legal) actions.

General Purchase Conditions TITAN: the General Purchase Conditions as described in this document.

2. Applicability

1. These General Purchase Conditions are applicable to any request, quotation, offer, assignment, assignment confirmation, agreement, and other (legal) actions concerning the delivery of goods, providing of services, execution of assignments, and performance of other operations by Contractor for TITAN.

2. Exceptions and/or additions to these General Purchase Conditions can only be agreed upon in writing.

3. General terms and conditions of Contractor are, in any designation, explicitly not applicable.

4. In the event that the content of the Agreement deviates from these General Purchase Conditions, the content of the Agreement takes precedence.

5. Any provision contained in these General Purchase Conditions that is not deviated from in the Agreement is unabridged applicable to the Agreement.

6. The titles above the articles are exclusively included to facilitate reading the General Purchase Conditions. The titles do, therefore, not have any individual meaning.

3. Establishment and modification of the Agreement

1. Quotations, offers and the like originating from Contractor are irrevocable, unless it is unambiguously apparent from the aforementioned that it comes without obligation.

2. An Agreement between TITAN and Contractor is established only if TITAN has expressly accepted a quotation or offer, etc. from the Contractor in writing, or has sent a written order confirmation in this regard.

In these General Terms and Conditions of Purchase, written means any form of communication by post, e-mail or other electronic data traffic.

3. All communications regarding the Agreement must be made or confirmed in writing by the Contractor. An oral order/assignment does not bind TITAN, except insofar as the oral order/assignment is undisputed and/or has been confirmed in writing by TITAN.

4. All costs associated with establishing a quotation, offering, and the like are to be borne by Contractor.

4. Prices, billing, and payment

1. Unless Titan and the Contractor have agreed otherwise in writing, all agreed prices include transportation in accordance with Incoterms 2020, will be Delivered Duty Paid (DDP) to the by Titan indicated delivery address, including proper packaging and including all other costs or levies by third parties or otherwise.

2. In the event that the Contractor executes a right to increase prices, either agreed upon or based on any to Contractor applicable legal provision, TITAN is entitled to dissolve the Agreement without notice of default and without liability for damages.

The Contractor will not be able to invoke a power to increase prices - either agreed upon or based on any to Contractor applicable legal provision - for orders already made.

3. Contractor is to express invoices in Euros, unless agreed upon differently.

Invoices addressed to TITAN should be in accordance with the billing rules of the relevant EU member state. Contractor must state the following on all invoices:

- (i) A complete order number
- (ii) TITAN's VAT number
- (iii) Contractor's VAT number

Invoices that are not in accordance with the mentioned requirements will not be processed.

4. In the event of delivery of goods, Contractor must submit an invoice within thirty (30) days after delivery.

5. Payment by TITAN shall occur within forty-five (45) days, unless agreed upon differently by the parties, provided that the delivered goods and/or performed services and/or operations are approved by TITAN. Payment occurs after receipt of any associated documentation, including a complete and correctly addressed invoice.

6. If Contractor does not fulfil, or not entirely fulfil, any obligation pursuant to the Agreement or these General Purchase Conditions, TITAN is entitled to suspend the payment obligation to Contractor.

7. TITAN is at all times entitled to set off claims of the Contractor against its claims that it has, for whatever reason, against the Contractor.

8. Payment by TITAN does in no way imply a waiver of any rights.

5. Delivery of goods

1. The delivery of goods must take place in the manner, place, and time as stated in the Agreement, order, assignment, or these General Purchase Conditions. Delivery is defined to include, among others, the delivery of all associated auxiliaries and all associated documentation.

2. If Contractor wishes to fulfil an order in partial deliveries, Contractor must notify TITAN in writing, mentioning the correct data of the partial deliveries.

Partial deliveries are only permitted if the Contractor has received written approval for this from TITAN. Where partial delivery approval has been granted, delivery as defined in this article is considered, for the application of this article, to also include a partial delivery.

3. By exceeding an agreed term for the (partial) delivery, Contractor is in default.

4. Contractor will, without prejudice to TITAN's right to claim reimbursement for possible losses incurred, owe TITAN without notice of default for each week by which the delivery term is exceeded an immediately claimable financial penalty amounting to 1% of the total order amount, with a maximum of 10% of the total order amount, unless it is established that force majeure is the cause of the exceedance.

5. Delivery should be in accordance with applicable EU guidelines.

Contractor should adhere to the following formalities regarding each delivery:

- (i) Contractor shall prepare and sign Declaration of Agreement (CE declaration) that should on request be handed to TITAN by Contractor.
- (ii) Contractor shall provide TITAN with certifications of materials used, welds and the like.
- (iii) Contractor shall compile and archive a Technical (Construction) File and provide this to TITAN on first request.

Any costs resulting from the fulfilment of these formalities are to be borne by Contractor.

6. If Contractor believes that he cannot, cannot in time, or cannot sufficiently fulfil his (delivery) obligations, he must notify TITAN immediately, mentioning the factual conditions that prevent – timely or sufficient – fulfilment. This also applies if Contractor believes that the cause lies with Titan.

7. The delivery is completed once the goods are received by or on behalf of TITAN, and TITAN has signed for approval of the delivery in writing. The aforementioned approval does not impede that the delivered goods are rejected based on article 14 of these General Purchase Conditions. Further, the

signed approval as mentioned in the first sentence does not grant Contractor any rights, and, consequently, the approval does not impede TITAN in exercising their rights pursuant to a shortcoming on Contractor's side.

8. Contractor is not entitled to suspend his delivery obligation in the event that TITAN fails to fulfil (one of) its obligations.

6. Ownership and risk

1. The ownership and risk of goods are transferred from Contractor to TITAN the moment the goods are delivered to the delivery addresses specified by TITAN, unless:

- (i) it is agreed upon otherwise; or
- (ii) the goods are rejected by TITAN during or after delivery (based on article 14 of these General Purchase Conditions).

2. Contractor guarantees that TITAN gains unencumbered ownership of these goods and indemnifies TITAN against any claim on this ownership by third parties.

In the case of ownership claims by third parties Contractor is liable for any damage resulting therefrom.

3. Contractor hereby renounces all rights and competences with regard to the delivered goods that are attributed to him on the basis of retention or the right of complaint.

7. Packaging

1. Contractor will package the goods at its expense such that they will reach their destination undamaged and in good condition, with due regard of the requirements set by or pursuant to the law and in an appropriate manner for the goods. Contractor is liable for any damage caused by insufficient or inappropriate packaging.

2. On TITAN's wishes Contractor shall ensure appropriate labelling of components.

3. Contractor must include a packing slip with each delivery mentioning:

- (i) the complete order number and TITAN's project number;
- (ii) the item number, quantity, description, and label per component; and
- (iii) lifting instructions, if applicable

4. On goods with a weight of greater than 1000 (thousand) kilograms per unit the weight of the unit must be noted clearly.

5. Contractor ought to retrieve packaging material, including (borrowed) packing, on TITAN's first request and on Contractor's account and risk.

8. Performance of operations and services

1. The performance of operations and services ought to occur in the manner and at the time specified in the Agreement, order, assignment, or these General Purchase Conditions.

2. Contractor is obliged to alert TITAN for inaccuracies in the assignment when engaging in or executing the Agreement. This also applies in the case of deficiencies and incapacities of goods originating from TITAN, including errors and deficiencies in plans, drawings, calculations, specifications, safety prescriptions, and execution prescriptions provided by TITAN. If Contractor fails to notify as referred to in the agreement, Contractor is liable for all resulting (personal) damages and consequential damages to TITAN and/or third parties.

3. By exceeding the agreed terms of performing the operations or services, Contractor is in default. Article 5 paragraph 4 of these General Purchase Conditions is correspondingly applicable if the agreed term of performing the operations or services is exceeded by Contractor.

4. The performance of operations and services is completed, or work is considered delivered, at the moment that TITAN has confirmed in writing that these operations and/or services and/or work are performed or approved. Contractor cannot derive any right from this confirmation or approval, and this confirmation or approval does, consequently, not impede TITAN from exercising its rights pursuant to a deficiency on Contractor's side.

5. Contractor is not authorized to suspend the performance of operations or services in the event that TITAN fails to fulfil (one of) her obligations.

6. The by Contractor manufactured units and/or components of work to be performed in favour of TITAN, as well as goods in this respect delivered to Contractor or TITAN by third parties, become TITAN's property when they have arrived at the by TITAN designated (assembly or storage) site (belonging to TITAN), unless:

- (i) it is agreed upon otherwise or;
- (ii) the units and/or components are rejected before, during or after the arrival at the (assembly or storage) site on the basis of the provisions in article 14 of these General Purchase Conditions.

7. Adaptation or processing by Contractor of the units, the components, and the goods provided by TITAN or third parties mentioned in paragraph 6 are ought to occur on behalf of and in favour of TITAN.

8. The Contractor obligates itself to give TITAN, immediately after a request made by TITAN, the opportunity to take back the materials/parts as referred to in paragraph 6 of this article as the owner again, even if this would be to the detriment of, if any, newly created goods, and/or to ensure that statements are issued by third party(ies) for the benefit of TITAN with the aim of securing the ownership of TITAN.

9. Contractor assumes risk for the operations, in any phase of completion, as well as the by TITAN provided auxiliaries, including the goods mentioned in paragraph 6 of this article.

9. Permits

1. Contractor, the subcontractor or any other third party engaged by contractor, possesses all required permits necessary to execute the agreement at the moment of engaging in the agreement and during the entire execution of the agreement.

2. Contractor commits to notify TITAN as soon as Contractor is aware of the expiration, revocation, or restriction of a permit as a result of which Contractor can no longer fulfil the obligations as described in paragraph 1 of this article.

3. In the event that Contractor cannot fulfil its obligations or cannot timely fulfil them due to non-compliance with the obligations as described in paragraph 1 in this article, TITAN is entitled to (have them) perform the aforementioned activities and services referred at the expense and risk of Contractor. TITAN will notify Contractor thereof.

4. Contractor will indemnify TITAN against all costs and expenses and safeguard TITAN from claims, penalties, and other sanctions of any kind due to not satisfying the permits required for execution of the agreement.

10. Additional and less work

1. If Contractor believes that the operations and services require an adjustment in nature and/or scope, and therefore cost increasing or cost reducing arises circumstances, Contractor is obliged to promptly notify TITAN in writing. TITAN is not bound to comply with any price increase if Contractor has not fulfilled his notification requirement.

2. Additional work and/or other deviations of TITAN's assignment to Contractor are exclusively performed after they are ordered in writing by TITAN to Contractor, also if it concerns a downsizing or improvement.

3. Additional operations that are requested from Contractor by TITAN before or during the performance of operations and/or services should be offered separately by Contractor for a fixed price, unless agreed upon otherwise by TITAN and Contractor.

11. Sub-contractors and other third parties

1. Contractor is responsible for and takes care of (employees of) the contractors and/or other third parties involved in the to be performed operations and/or services and/or the to be delivered goods.

The Contractor's decision to engage (employees of) sub-contractors or other third parties is subject to prior written approval by TITAN. This approval, however, relieves Contractor in no way from correct and timely fulfilment of his obligations on the basis of the Agreement, as well as those of (employees of) sub-contractors and/or by Contractor enabled third parties.

2. The General Purchase conditions are correspondingly applicable to (sub-)contractors and other third parties involved by Contractor. Contractor ought to notify these (sub-)contractors and/or third parties about this timely and completely.

3. Contractor will, if desired by TITAN, send TITAN copies of assignments/agreements etc. with (sub-)contractors and/or third parties (optionally without price) within fourteen (14) days after issuing these assignments.

12. Performance schedule, progress report, supervision, and cooperation

1. Contractor is obliged, if requested by TITAN, to provide TITAN with a performance schedule and/or assembly plan with regards to the to be performed operations and/or services within fourteen (14) days, consisting of, among others:

- (i) the communication scheme;
- (ii) the starting time and a time schedule in which the planning and lead time are established;
- (iii) the planned weekly staff deployment and the assembly and storage site that Contractor believes to require stating the desired starting date and period of usage;
- (iv) the required auxiliaries, accompanied by a clear mention of which are provided by Contractor and which by TITAN in accordance with the Agreement, including starting and end date of usage.

2. Weekly, after commencement of operations and services, or at another time or manner specified by TITAN, Contractor supplies TITAN with a signed and dated progress report. Unless determined differently in the Agreement, the daily leadership of and supervision on the execution of the operations lies with Contractor. In the case of control operations, accounting for worked hours should occur on approved timesheets, which should be submitted to TITAN at the latest the Monday following the week to which the worked hours apply. TITAN is authorized to check operations and services performed by Contractor. Provisions in article 14 of these General Purchase Conditions are applicable to this check.

3. Contractor ought to allow other works being carried out on or near the and must ensure that this work is not impeded or prevented by the performance of his work. Contractor must ensure that TITAN's company does not suffer interference or damage by performance of the work.

13. Auxiliaries and data

1. All auxiliaries, such as, but not limited to, drawings and tools that are provided by TITAN to Contractor for execution of the Agreement or have been purchased by Contractor on TITAN's account, are TITAN's property and are at all times immediately claimable by TITAN. Contractor shall manage, use, and maintain in good condition all these auxiliaries on his account and his risk. The auxiliaries provided to Contractor by TITAN for the performance of the Agreement, order, and/or assignment should be stored recognizably and separately and cannot be removed from the (storage, assembly, or disassembly) site without written permission from TITAN.

2. Contractor shall not use the auxiliaries mentioned in paragraph 1 of this article for third parties, or let them be used by third parties, unless authorized in writing by TITAN to do so.

3. All drawings and other applicable data required for obtaining the CE declaration, assembly, usage, maintenance, or repair of the goods to be delivered by Contractor ought to be send to TITAN as soon as possible.

4. In order to enable TITAN to use, maintain, and repair what the delivered goods and all parts thereof, as well as the purchased parts, Contractor shall at TITAN's request and at its own expense, provide Titan with complete and easily reproducible CAD drawings displaying the factual condition of

the item(s) included in the delivery as soon as possible after delivery. The technical documents must include all details desired by TITAN. Deviating from the aforementioned, the serial number, model number, and manufacturer are considered sufficient for trade items.

14. Inspection

1. TITAN is at any time authorized to subject delivered goods and/or goods to be delivered to an (intermediate) inspection, among others concerning:
 - (i) the quality and correct application of the used materials; and/or;
 - (ii) the execution and progress in the factory and work sites of Contractor and/or the (sub-)contractors and/or other third parties enabled by Contractor.
2. TITAN is further authorized to (let) investigate (in the interim) whether a work, performed services, and/or operations or work to be executed, operations to be performed, and/or services to be provided are and/or have been performed in accordance with the Agreement and these General Purchase Conditions.
3. Contractor is obliged to fully cooperate with the (intermediate) inspections and investigations as referred to in paragraph 1 and 2 of this article.
4. Contractor commits himself to ensure that TITAN, or third parties enabled by TITAN, gain access to Contractor's factories and work sites during working hours, as well as those of its (sub-)contractors and/or other third parties engaged by Contractor.
Contractor is obliged to provide all intelligence concerning the Agreement to TITAN, or third parties enabled by TITAN, upon their request and cooperate to the full desired extent in order to properly exercise their duty.
5. TITAN and by its enabled third parties are authorized to mark inspected goods and apply (interim) rejection. Reasons for (interim) rejection may be, among others, but not limited to, the finding that agreed requirements are not fulfilled or that adaptations have been made to goods to conceal and/or restore errors or deficiencies.
6. If the materials and parts in Contractor's, (sub-)contractors', and/or by Contractor engaged third parties' factories or work sites are inspected, the costs are on Contractor's account. The costs for third parties engaged by TITAN are on its account. The costs associated with a possible re-inspection are entirely on Contractor's account, unless he has demonstrated that these costs result from a rejection caused by TITAN.
7. In the event of (interim) rejection, TITAN will notify Contractor and decide whether Contractor:
 - (i) ought to restore, replace, or supplement the missing parts of the rejected goods within a term determined by TITAN and by its decision on first request until the agreed requirements are fulfilled; and/or:
 - (ii) still perform the operations and/or services within a term determined by TITAN in accordance with the Agreement and/or these General Purchase Conditions.unless TITAN prefers termination of the Agreement. All provisions apply without prejudice to TITAN's other rights pursuant to a shortcoming (including the right to reimbursement). All costs to be incurred with regards to this paragraph (including repair and disassembly costs) are on Contractor's account.
8. To the extent that Contractor does not fulfil its obligations pursuant to the previous paragraph, TITAN is entitled to (let) perform the actions referred to on Contractor's account and risk. TITAN will notify Contractor about this.
9. Contractor grants TITAN the right to use, in case of (interim) rejection, the rejected goods until the agreed requirements are fulfilled. The use of rejected goods by TITAN does in no way entail a waiver of any right attributable to TITAN related to the rejection.
10. Contractor cannot derive any right from the results of an inspection or investigation as referred to in paragraph 1 or 2 of this article, nor from the absence of those.
11. TITAN is never bound to any term set by Contractor within which TITAN should express that the delivered goods are rejected, at least, within which TITAN ought to complain.

12. Any announcement by TITAN or a by its engaged third party, made in any form, either to Contractor, or to possible (sub-)contractors and/or third parties, relieves Contractor in no way from its responsibility to fulfil its requirements as agreed.

15. Guarantee

1. Contractor guarantees that the to be delivered goods, the to be performed work, the to be provided services, and/or the to be executed operations comply with the Agreement and these General Purchase Conditions. This warranty at least includes that:

- (i) the (to be) delivered goods satisfy the highest requirements that can be imposed based on the state of the technology at the time of manufacturing, while, moreover, the goods ought to be manufactured from the material that is most suitable for the intended purpose of the goods. In the case that the Agreement or the by TITAN provided drawings or other specifications (such as standards) specify certain requirements, these will prevail;
- (ii) the delivered goods are complete and ready and suitable for usage;
- (iii) all components are included in the delivery, including those that have not been mentioned explicitly in the Agreement, though they are necessary for functioning well, including the usual safeguards, special tools, and the like;
- (iv) the delivered goods have the properties that were promised;
- (v) the delivered goods are new and free from deficiencies and rights of third parties;
- (vi) the delivered goods are equipped with an indication of the manufacturer or the party that markets the goods;
- (vii) the delivered goods are equipped with and accompanied by all data and instructions required for correct and safe usage;
- (viii) the delivered goods, work, services, and/or operations are appropriate for the purpose for which the assignment/order was submitted, or the Agreement was established;
- (ix) the delivered goods are equipped with and accompanied by all certificates and documentation requested by TITAN, regardless whether that documentation was requested before, during, or after the Agreement was established;
- (x) the execution of work, services, and/or operations occurs in accordance with good craftsmanship, and that the highest requirements that can be imposed based on the state of technology at the time of execution are fulfilled;
- (xi) work, services, and/or operations are performed uninterrupted; and
- (xii) the delivered goods, work, to be performed services and/or operations comply with the by or under law applicable rules of self-regulation and/or requirements imposed by TITAN, including those related to quality, health, safety, environment, and advertising.

2. If delivered goods – despite the results of prior approval – appear to not comply with paragraph 1 of this article and other guarantees and/or agreed requirements included in these General Purchase Conditions or the Agreement, TITAN is authorized to exercise the rights as mentioned in paragraph 6 and 7 of this article.

3. In urgent cases and in cases where after consult with Contractor one can reasonably conclude that he will fall short in fulfilling his guarantee obligations, TITAN is authorized to exercise the rights as mentioned in paragraph 6 and 7 of this article on Contractor's account or let third parties do so. This does not relieve Contractor from his obligations included in the Agreement or these General Purchase Conditions.

4. Unless agreed otherwise in writing, a warranty term of two (2) years after the goods are delivered or the operations and/or services have been performed applies.

5. The agreed warranty term restarts after acceptance of the performed restoration, the replacement, or the supplementation to which the guarantee provisions apply.

6. The aforementioned is without prejudice to Contractor's obligation to reimburse costs that TITAN necessarily had to incur because of or related to Contractor's failure to fulfil the guarantee

obligations as referred to in paragraph 1 of this article, until the operations and/or services are performed in accordance with the agreed requirements or until the deficient goods have been restored and/or replaced.

7. This article does not relieve Contractor from his liability for concealed deficiencies with delivered goods or improperly performed operations and/or services that remained hidden yet were present or performed before expiration of the warranty term, and appear after expiration of this term, but not longer than five (5) years after expiration of the warranty term.

16. Confidentiality

1. Contractor is obliged to exercise secrecy of all information originating from TITAN (including knowledge, trade secrets, data, procedures, substances, drawings, samples, and the like) that comes to his knowledge in the context of (performing) the Agreement and that has been classified as confidential by TITAN or that can reasonably be concluded to be confidential by Contractor ("confidential information"). Contractor limits access to this Confidential Information to the people that need it for (performing) the Agreement. Except in case of prior written approval from TITAN, Contractor does not reveal or publish Confidential Information or any part of it to any person or legal entity and Contractor will not use the Confidential Information or any part of it for other purposes than (performing) the Agreement.

2. The secrecy as referred to in paragraph 1 of this article does not apply to information for which Contractor can demonstrate using written proof that this information:

- (i) was in possession in its entirety before disclosure by TITAN without Contractor being bound to secrecy to TITAN or a third party; or
- (ii) was already generally known or available at the moment of disclosure by TITAN or became so afterwards by another cause than Contractor's actions or omissions; or
- (iii) needs to be disclosed by Contractor on the basis of the law, any regulation from a government-recognized institution, or a binding and non-appealable ruling of a judge or other government body. In that case, Contractor will timely notify TITAN in writing about this so that the extent of disclosure by Contractor can be limited to what is strictly required in consultation with TITAN.

3. Contractor is obliged to impose the same obligation as referred to in paragraph 1 of this article on his (executive as well as lower-level) personnel or (employees of) sub-contractors or other third parties engaged by Contractor for performance of the agreement. Contractor vouches for these employees/ (employees of) third parties to not act in violation of the obligation of confidentiality.

17. Patent rights and other industrial property rights

1. By acceptance of the Agreement Contractor declares that through manufacturing, delivery, usage, and/or repair of the goods and each of the components, as well as the by application related working methods, no infringement of third parties' rights of industrial and intellectual ownership is constituted.

2. Contractor indemnifies TITAN against any claim by third parties associated with an alleged infringement as referred to in the previous paragraph. If TITAN is alerted by a third party of an alleged infringement, TITAN will notify Contractor about this at once. Contractor will promptly take all necessary measures to enable TITAN's unhindered usage. If Contractor forsakes to take the necessary measures as referred to within a reasonable term, though within one month after notification, TITAN is entitled to do so on Contractor's account and risk. Included in the necessary measures are also engaging in legal proceedings, reaching such settlements with possible rightsholders, and applying such changes to the goods that the identified infringement is terminated, without impairing the adequacy and usability of the concerned goods, operations, services etc.

18. Liability and insurance

1. Contractor is liable for all damages suffered by TITAN resulting from:
 - (i) a shortcoming in the fulfilment of Contractor's obligations and/or as a result of Contractor's actions or omissions, including unlawful acting, or the actions or omissions of his personnel or (employees of) by its engaged third parties, including, but not limited to, (sub-)contractors; and/or
 - (ii) the mere presence of Contractor's goods or his personnel or (employees of) by its engaged third parties, including, but not limited to, (sub-)contractors.
2. Contractor indemnifies TITAN against all claims by third parties related to the performance of operations, including, but not limited to, Contractor's personnel and (sub-)contractors.
3. Contractor will sufficiently insure himself against the liability as referred to in this article, or be insured, and include TITAN as co-insured in the insurance policy against damage for which Contractor is responsible. Contractor will provide TITAN if desired on first request access to the policy/policies and proof of timely payment of insurance premiums.
4. The insured amount in the policy for Contractor's business liability should equal at least EUR 2,500,000 per incident. This insurance duty also extends to auxiliaries that are in any way connected to the performance of the Agreement.
5. If Contractor utilizes a motor vehicle for performance of the Agreement, Contractor shall insure itself against the liability for damages caused by this motor vehicle on the basis of the minimal required insured limits under the WAM or equivalent foreign law.
6. If Contractor engages third parties or (sub)contractors for performance of the Agreement, Contractor shall fully agree with the liability and obligations referred to in this article with the party/these third parties.
7. TITAN is not liable for any (direct, consequential, or indirect) damage suffered on the side of Contractor, his personnel, and/or by him engaged (sub)contractors and other third parties involved in the performance of this Agreement, unless the damage results from intent or gross negligence on TITAN's executive personnel's side.

19. Obligations regarding recipient's liability and sequential liability

1. Contractor must:
 - (i) comply with all applicable legislation, including but not limited to the Aliens Employment Act, the Aliens Act, the Dutch Workers Allocation by Intermediaries Act, the Act on Combating Sham Arrangements, the Assessment of Employment Relationships (Deregulation) Act and the Employment Posted Workers in the European Union Act (WagwEU);
 - (ii) provide TITAN and/or authorized institutions upon request access to the agreements with employees, and cooperate with inspections, audits, and salary validations;
 - (iii) pass on the obligations referred to in this article to his sub-contractors, and stipulate that his (sub-)contractors include these provisions in all agreements with their sub-contractors;
 - (iv) have a recent extract from the trade register at the Chamber of Commerce and, if Article 34 (hirer's liability) or 35 (chain liability) of the Collection Act 1990 applies, the original G-account agreement. The Contractor must provide Titan with these documents in copy before the start of the work;
 - (v) before the start of the work and in the event of changes to the data during the term of the Agreement, prior to the relevant change, insofar as legally required and permitted, the data as referred to in the 2004 Implementing Regulation on Hire, Chain and Client Liability, including (but not limited to) the names and the Citizen Service numbers, copies of valid identity documents, work permits, residence permits, A1 certificates and certificates of competence.

- (vi) provide on TITAN's request and at least quarterly on his own initiative an original declaration with regards to his payment behaviour with the tax authority, as referred to in the legislation and directives established in the context of recipient's liability and sequential liability.

2. Contractor must indemnify TITAN against claims, penalties, and/or sanctions imposed on TITAN and/or third parties because of Contractor's and/or its (sub)contractor's actions and/or omissions that are in conflict with ...

3. Contractor indemnifies TITAN against all possible claims by the tax authority in relation to payroll taxes and sales taxes due from Contractor and/or her (sub)contractors.

4. Contractor is obliged to inform TITAN in advance in writing if he desires to involve third parties in the performance of the Agreement. Contractor is obliged to request these third parties to provide TITAN with the documents mentioned in paragraph 1 of this article prior to engaging in an agreement with them.

20. Force majeure

In the event of force majeure at the side of a party, the performance of the Agreement is partially or entirely suspended for the duration of the force majeure period, without the parties back and forth being bound to any reimbursement in this respect. Under penalty of loss of the appeal to force majeure, the party that desires to appeal to force majeure ought to immediately inform the other party in writing, though within three (3) working days after the emergence of the force majeure situation. If the force majeure condition lasts for longer than sixty (60) days, the other party is entitled to dissolve the Agreement by means of a registered letter, effective immediately and without legal involvement, without the emergence of any right to reimbursement. Force majeure on the side of Contractor does in any case not include: lack of personnel, strikes, default of third parties engaged by Contractor, outage of auxiliaries, Contractor's liquidity and/or solvency issues, and government measures at the expense of Contractor.

21. Termination

1. TITAN is authorized to fully or partially suspend the performance of the Agreement or fully or partially dissolve the Agreement without legal involvement (and effective immediately) at its discretion (without TITAN being bound to any reimbursement) in case of:

- (i) a shortcoming by Contractor in the fulfilment of (one of) his/the obligations pursuant to the Agreement and/or these General Purchase Conditions or if TITAN can reasonably assume that Contractor will not, will not timely, or will not adequately fulfil his obligations;
- (ii) (request for) suspension of payment or declaration of bankruptcy of Contractor;
- (iii) Contractor being under guardianship or administration;
- (iv) sale or termination of Contractor's company;
- (v) withdrawal, expiration, or restriction of Contractor's permits that are necessary for performance of the Agreement; or
- (vi) lien on an important share of Contractor's company assets.

2. All receivables that TITAN may have or obtain in the cases mentioned in paragraph 1 of this article will be claimable immediately and entirely.

3. TITAN is authorized to suspend and/or dissolve or terminate the performance of the Agreement fully or partially if extraordinary circumstances of economic nature give her rise to do so. Contractor will in such cases in a reasonable manner be indemnified against the by him inevitably incurred and documented costs as a direct consequence of the suspension/termination.

22. Transfer

Contractor will not transfer or outsource the rights and obligations that arise for him from the Agreement and these General Purchase Conditions neither fully nor partially to third parties without prior written approval by TITAN.

23. Invalidity of one or more provisions

Invalidation or annulment of a provision from the Agreement and/or these General Purchase Conditions has no consequences on the validity of other provisions from the Agreement and these General Purchase Conditions.

24. Applicable right and authorized court

1. The legal relationship between TITAN and Contractor is governed by Dutch law, such with the exception of the Vienna Sales Convention.
2. All disputes between TITAN and Contractor are settled by the authorized court in Leeuwarden, the Netherlands, unless determined differently in the Agreement.