

STORK GENERAL PURCHASE CONDITIONS – August 2021

- with immediate effect. In such cases, the Buyer will not be liable to pay any compensation and may fully exercise all rights vested in it pursuant to the law or on the basis of the Agreement.
- 13.2 If the Buyer considers that there is good reason to fear that the Supplier will not comply with its obligations towards the Buyer property or in time, the Supplier will be required, at the Buyer's first request, to provide sufficient security for full compliance with all of its obligations immediately and in the form requested by the Buyer, including transfer or assignment of subcontracts between the Supplier and its subcontractors.
- 13.3 All possible judicial and extrajudicial costs incurred by the Buyer as a result of a failure on the part of the Supplier to comply with its obligations, also expressly including the costs related to sending demand letters, obtaining legal advice, making settlement and other proposals, as well as all (preparatory) acts, are for the Supplier's account and must be paid in full. All claims the Buyer may have or acquire against the Supplier in the cases referred to above, will be immediately due and payable in full.
- 13.4 In the event the Supplier fails to comply with article 16 of these Purchase Conditions, the Buyer will have the right to terminate the Purchase Order and/or the Agreement with immediate effect.
- 13.5 The Buyer has the right to terminate the Agreement without stating reasons by means of written notification three months in advance, unless expressly agreed otherwise in the Agreement.
- 14. Liability, indemnification and force majeure**
- 14.1 If the Supplier attributably fails to comply with its obligations arising from the Agreement, the Supplier will be liable towards the Buyer for compensation of all direct and consequential damage sustained and to be sustained by the Buyer.
- 14.2 The Supplier indemnifies the Buyer against financial and other consequences of claims of third parties that are connected in any way to the compliance with its obligations arising from the Agreement.
- 14.3 The Supplier is required to arrange for adequate insurance against all liability arising from its legal relationships with the Buyer or pursuant to the law and it is subject to an obligation to investigate in this regard. Upon the Buyer's first request, the Supplier will be allowed to inspect the insurance policies taken out for this purpose.
- 14.4 In case of force majeure, the Supplier will have the right to suspend compliance with its obligations arising from the Agreement. If and insofar as there is temporary force majeure and immediately after the circumstance that constitutes force majeure the Supplier has notified the Buyer thereof while stating the cause of the force majeure, the Supplier will have the right to suspend for a reasonable period, which is at most four weeks. If the Supplier is unable to comply with its obligation as yet after expiry of these four weeks, the Buyer will have the right to dissolve the Agreement with immediate effect, without being obliged to compensate damage and/or costs. In case of a permanent situation of force majeure, the Supplier will be obliged to inform the Buyer thereof immediately and the Buyer will have the right to dissolve the Agreement with immediate effect, without being obliged to compensate any damage and/or costs.
- 14.5 The Supplier cannot invoke strikes, employee lockouts, a lack of employees, illness, failure on the part of suppliers to comply with their obligations, a lack of raw materials, transport problems and/or production interruptions, as situations of force majeure.
- 15. Transfer and Outsourcing**
- 15.1 The Supplier cannot transfer compliance with all or part of the Agreement to third parties, nor can it assign or pledge to third parties claims it has against the Buyer pursuant to the Agreement, without the Buyer's prior, written approval.
- 15.2 The Buyer may transfer all or part of the Agreement to another Entity within the Stork group without the Supplier's prior, written approval. For the purpose of this Agreement, Entities within the Stork group that no longer form part of the Stork group at any time during the term of the Agreement will still be considered to be an Entity within the Stork group during the term of the Agreement.
- 15.3 The Supplier will not outsource all or part of its rights and/or obligations on the basis of the Agreement without the prior, written approval of the Buyer, which approval will not be withheld on the basis of unreasonable grounds. Approval of outsourcing does not release the Supplier from its obligations arising from the Agreement. The Supplier remains fully responsible towards the Buyer for the acts and omissions of its subcontractors.
- 16. Compliance with Legislation and Code of Conduct**
- 16.1 The Supplier acknowledges that it and its subcontractors are familiar and will comply with all applicable legislation and regulations, as amended from time to time, including but not limited to:
- all applicable anticorruption and antibribery legislation, including but not limited to the United States Foreign Corrupt Practices Act of 1977 and the United Kingdom Bribery Act of 2010, comprising a prohibition of bribery of and offering unlawful gifts, bribes or other benefits to any government official or any other entity or person;
 - all applicable legislation and regulations for the regulation of export and re-export, including but not limited to Council Regulation (EU) No 428/2009; sanctions regulations issued by the Council of the European Union; United States Export Administration Regulations (EAR) managed by the Bureau of Industry and Security, U.S. Department of Commerce, regulations concerning trade and economic sanctions managed by Office of Foreign Assets Control (OFAC), U.S. Department of Treasury, the International Traffic in Arms Regulations (ITAR), the Arms Control Export Act and the United States Munitions List (USML) managed by the Directorate of Defense Trade Controls, Bureau of Political-Military Affairs of the U.S. Department of State and other export authorities as determined in Supplement 3 to Part 730 of the EAR; and
 - including all applicable legislation and regulations relating to data protection, including but not limited to the General Data Protection Regulation of the European Union (2016/679).
- 16.2 The Supplier declares in relation to article 16.1 i) that in connection with this Agreement and related issues:
- The Supplier and its subcontractors have not made any payment, gift, promise or provided, offered, allowed or accepted any other benefit, and will not do so, offer, allow or accept, neither directly nor indirectly, if that payment, gift, promise or that other benefit would constitute a facilitating payment or would be contrary to the relevant anticorruption and antibribery legislation;
 - The Supplier will inform the Buyer immediately if the Supplier receives or becomes aware of a request if this request is prohibited pursuant to the above article 16.2 i);
 - The Supplier will implement adequate internal control and procedures to ensure that the anticorruption and antibribery legislation is complied with, including the possibility of demonstrating compliance by means of an adequate and accurate registration of transactions in its books;
 - The Buyer has the right to confirm compliance with the anticorruption and antibribery legislation and maintenance of registers by means of an audit in case of a presumed breach of this legislation;
 - The Supplier will keep the books and registrations for a period of seven years after termination of the Agreement for the purpose of an audit; and
 - The Supplier will indemnify the Buyer against liability arising from the Supplier's breach of anticorruption and antibribery legislation or related obligations in accordance with this article 16.
- 16.3 In relation to article 16.1 ii) the Supplier will ensure that unless the Buyer's prior, written approval has been obtained:
- Staff with access to the Buyer's technical data, information technology resources, including the Buyer's infrastructure, or Work Site, are not Restricted Parties or residents of a Restricted Jurisdiction; and
 - The Supplier will not use the services of subcontractors that are Restricted Parties. The Supplier will provide the Buyer within thirty (30) calendar days after issue of this Agreement with an accurate written statement of those goods, services and technologies that require an export licence or another statutory approval and provide accurate information concerning the export classification and licences required to support export documents, including but not limited to (if applicable) the correct Export Control Classification Numbers (ECCN), an indication of the applicability or availability of permit exceptions or exemptions and all relevant technical data, drawings, brochures, technical expertise or other relevant information, which the Buyer deems necessary. The Supplier will obtain the required licences or other required and prescribed approvals.
- 16.4 The Supplier acknowledges that it and its subcontractors have received, read, assessed, have taken actual knowledge of and accept the principles laid down in the Fluor Code of Business Conduct and Ethics and Stork's Business Conduct and Ethics Expectations for Suppliers and Contractors in connection with this Agreement and as part of all of its relations, and that it and its subcontractors will comply with these.
- 16.5 The Fluor Code of Business Conduct and Ethics, the Fluor Hotline and Stork's Business Conduct and Ethics Expectations for Suppliers and Contractors can also be obtained at: <https://www.stork.com/nl/over-ons/ons-bedrijf/ethiek-compliance>. In the event the Supplier has not received or is unable to download the Fluor Code of Business Conduct and Ethics and/or Stork's Business Conduct and Ethics Expectations for Suppliers and Contractors, the Supplier will be required to notify the Buyer thereof immediately and the Buyer will send the Supplier a paper version within a reasonable time.
- 16.6 The Supplier will:
- Inform the Buyer immediately if the Supplier becomes aware of a breach or a failure to comply with any applicable legislation and regulations and/or the Fluor Code of Business Conduct and Ethics and/or Stork's Business Conduct and Ethics Expectations for Suppliers and Contractors pursuant to this article 16; and
 - Defend and indemnify the Buyer and/or Entities within the Stork group and their directors, employees and agents against claims, proceedings, legal action, liability, loss, costs, fines and/or damage sustained as a result of a breach or a failure to comply with applicable legislation and regulations and/or inconsistent behaviour on the part of the Supplier and/or subcontractors of the Supplier. The Supplier may use the Fluor Hotline to report presumed breaches of the matters set out above.
- 16.7 In relation to article 16.1 iii) the Supplier will:
- implement all appropriate security measures to protect personal data against unintentional, unlawful or unauthorised destruction, loss, modification, disclosure or access, including remote access;
 - protect personal data against all forms of unlawful processing, including unnecessary collection, transfer or processing, outside of what is strictly necessary for the performance of this Agreement; and
 - refrain from processing personal data that were disclosed or rendered accessible by the Buyer, unless the Parties have first concluded a data processing agreement and/or have concluded an agreement between controllers as instructed by the Buyer and based on the Buyer's model contract, unless the Buyer has declared in writing that such an agreement is not necessary.
- 17. Other provisions**
- 17.1 If and insofar as it is established that any provision or part of any provision of the Purchase Conditions or the Agreement is invalid or void or cannot be invoked for any other reason, the other provisions and/or the remainder will remain fully in effect and the provision in question must be allocated the contents and purport that aligns as much as possible with the original meaning of that provision and it can be invoked as yet.
- 17.2 The covenants, conditions and provisions laid down in the Agreement, which the Parties intend to continue, including but not limited to articles 6, 7, 8, 9, 12, 13, 14, 16, 18, 27 and 28, continue to apply after dissolution and after the Agreement has ended for the benefit of the Party or Parties for whose benefit they were provided. Moreover, expiry or termination of the Agreement does not release or indemnify either of the Parties from any liability or obligation that has arisen at the moment of that expiry or that termination or that continues or arises from that expiry or that termination.
- 17.3 Any penalties and/or amounts owed by the Supplier to the Buyer never preclude the Buyer's right to claim performance, compensation and/or dissolution.
- 17.4 The Supplier acts exclusively as independent contracting party and is not the Buyer's agent or partner.
- 17.5 All notifications, requests, changes and other communication on the part of the Buyer or the Supplier must be made in writing and delivered immediately at the correct addresses indicated in the Agreement.
- 17.6 The Agreement forms the entire agreement between the Parties and replaces all previous negotiations, declarations or agreements with respect to the same subject, in writing or orally.
- 18. Choice of law and competent court**
- 18.1 All legal relationships between the Buyer and the Supplier are governed exclusively by Dutch law to the exclusion of the Vienna Sales Convention.
- 18.2 All disputes or claims that arise from or that are related to this Agreement or any relationship between the Buyer and the Supplier that arises therefrom must be submitted to and settled exclusively by the competent court in Utrecht.
- 19. Applicability additional provisions for the contracting of Work**
- If and insofar as the Agreement concerns the contracting of Work within the meaning of Title 7.12 DCC, articles 19 up to and including 29 also apply in addition to the other articles of these Purchase Conditions.
- 20. Additional definitions for the contracting of Work**
- 20.1 Definitions
- Activities:** the activities performed and to be performed for the realisation of the Work;
- Completion:** the transfer of the completed Work by the Supplier to the Buyer in accordance with the Buyer's acceptance of the Work.
- Equipment:** all auxiliary materials and consumables that are required for the performance of the Activities, including means of transport, machines, devices, instruments and tools;
- Materials:** all goods that form part of or that are intended to form part of the Work, including accessories, parts, devices and machines;
- Staff:** all natural persons deployed directly or indirectly by the Supplier for the performance of the Activities, who may or may not be employees of the Supplier;
- Work Site:** all of the sites and buildings where the Activities are carried out physically;
- 20.2 Insofar as this is not precluded by the nature of the terms, the terms Work and Activities are subject to all provisions with respect to the Supply and the term Completion will be subject to the same provisions as the Delivery.
- 21. Staff**
- 21.1 None of the Staff will be deemed to enter the service of the Buyer or to work as an employee of the Buyer.
- 21.2 Staff must always comply with the required professional competence, expertise and all other requirements imposed by the Buyer. In the event the Buyer considers that Staff is insufficiently qualified (in part), the Buyer will have the right to order the removal from the Work Site of (that part of) the Staff and the Supplier will be obliged to replace them immediately and adequately.
- 21.3 The Supplier is fully liable for all acts and omissions of the Staff and indemnifies the Buyer against all claims in this connection.
- 22. Work Site and regulations**
- 22.1 The Supplier must familiarise itself fully and in time, which means in any event before the start of the Activities, with the condition of and the circumstances at the Work Site and take this into account with respect to all of its acts.
- 22.2 The Buyer will grant the Supplier and the Staff access to the Work Site during normal working hours and the Supplier will provide the Buyer in time with all details of the Staff required for this purpose.
- 22.3 Both the Supplier and the Staff are obliged to ensure that their presence at the Work Site does not hinder the undisturbed continuation of the Activities of the Buyer and third parties.
- 22.4 Both the Supplier and the Staff will always comply with the instructions issued by the owner of the Work Site and/or any client of the Buyer in addition to the instructions issued by the Buyer.
- 22.5 Staff must be aware (in advance) of the rules and regulations applicable at the Work Site, concerning among other things safety, health and the environment and must always act accordingly. The Supplier is responsible for ensuring that Staff is familiar with the aforementioned rules and regulations. The Buyer has the right to deny access with immediate effect to the part of the Staff that fails to comply with the rules or otherwise constitutes a risk to the order and/or safety at the Work Site in the opinion of the Buyer.
- 22.6 The Supplier is obliged to implement all facilities necessary for the Activities and it must not remove them from the Work Site without the Buyer's prior approval.
- 22.7 The placement of advertising signs and other forms of advertising on the Work Site by the Supplier is only allowed following written approval from the Buyer.
- 23. Postponement and delays of the activities**
- 23.1 The Buyer has the right to have all or part of the Activities postponed whereafter the Supplier will secure, maintain or complete the Work on the Buyer's instructions, so that postponement is possible. Any costs related to the direct Activities as a result of the suspension, protection and recommencement thereof will be compensated in all reasonableness in accordance with the arrangements with respect to less and additional work.
- 23.2 If a backlog in the performance of the Activities when compared to the agreed planning has arisen as a result of an attributable failure on the part of the Supplier, the Supplier will be obliged to clear this backlog as soon as possible, without being entitled to any additional payment. If and insofar as the Buyer is nevertheless of the opinion that corrective measures have to be implemented in order to clear all or part of the aforementioned backlog, the related costs will be for the account of the Supplier and if necessary set off against the amounts to be paid to it.
- 23.3 A delay in the Activities caused by the Supplier also gives the Buyer the right to change the order of the Activities if it deems this desirable, without being obliged to pay compensation and/or additional costs to the Supplier.
- 24. Materials and Equipment**
- 24.1 Unless agreed otherwise between the Buyer and the Supplier, the Supplier will arrange for the presence and/or delivery and removal of all Materials and Equipment. The Supplier is also responsible for the storage and guarding of the Materials and Equipment, as well as the supervision thereof, and it must take out appropriate insurance in this connection and maintain an administration.
- 24.2 The Buyer has the right at all times to inspect and test all Materials and all of the Equipment. Materials and/or Equipment that fails to comply with the requirements imposed in the Agreement will be removed from the Work Site by the Supplier at the Buyer's request and replaced immediately by the Supplier with Materials and/or Equipment that does satisfy the aforementioned requirements.
- 24.3 The Materials must always be new, unused, in good condition and fully suitable for their intended purpose. If the Buyer delivers Materials for the purpose of the Work for its own account, it will remain the owner of these Materials. The Supplier must always indicate that these Materials are the property of the Buyer, for example by storing them separately or by using clearly-visible markings. In addition, the Supplier will inform the Buyer at its request of the location of these Materials.
- 24.4 If it was agreed that the Buyer makes Equipment available to the Supplier, the Buyer will do so in accordance with the planning of the Work and/or the Activities. The Supplier must use this Equipment or have it used with due care and only for the purposes for which it was made available. The Supplier must keep a clear administration as regards the use and/or consumption of this Equipment.
- 25. Additional and less work**
- 25.1 The Buyer has the right to instruct the Supplier to carry out additional and less work. The Supplier will then inform the Buyer immediately (in principle within 24 hours) and in writing of the consequences the changes with respect to the Work will have for the price, the planning and the scope of the Activities. Any adjustment of the price will be based on the rates, unit prices and/or other price elements agreed previously.
- 25.2 Any additional or less work will only be carried out by the Supplier following a written instruction from the Buyer issued by a person authorised to do so by the Buyer.
- 25.3 If the Supplier considers that there is a change in relation to the Work that gives reason for additional or less work, the Supplier will notify the Buyer thereof immediately and request the Buyer to issue an instruction for additional or less work.
- 26. Completion**
- 26.1 As soon as the Supplier considers that the Work has been completed, it will notify the Buyer thereof in writing. In turn, the Buyer will inform the Supplier in writing and within a reasonable term whether the Work satisfies the agreed conditions in the Buyer's opinion and whether it considers it to be completed.
- 26.2 Completion does not apply and the risk to the Work will not pass to the Buyer until the Buyer has provided a written confirmation as referred to above. Completion may take place subject to (minor) defects still to be remedied by the Supplier, which minor defects were identified by the Buyer and communicated to the Supplier.
- 26.3 The Buyer is always entirely free to subject the Work to an investigation, inspection and/or test, before proceeding with acceptance of the Work. For this purpose, the Buyer and the Supplier may agree an acceptance test within the meaning of article 10 of the Purchase Conditions.
- 26.4 If the Buyer and the Supplier have agreed that the Supplier will formulate interim completion reports and/or certificates, the Supplier will not be able to derive any rights from such documents.
- 26.5 If and insofar as the Buyer wishes to commission all or part of the Work prior to acceptance, the Buyer and the Supplier will discuss subject to which conditions this can take place. However, any premature commissioning does not constitute acceptance of the Work or part thereof by the Buyer.
- 27. Payment**
- 27.1 The Buyer is not obliged to pay before Completion in accordance with article 26 has taken place. In addition, the Buyer has the right to suspend payment to the Supplier for as long as the Supplier has not demonstrated at the Buyer's first request that it has paid the Staff and other parties engaged by it in the performance of the Activities the amounts due to them.
- 27.2 The Buyer has the right at all times to deposit the employed persons' insurance contributions, VAT and wage tax (including national insurance contributions) for which the Supplier might be liable pursuant to the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act and the Collection of State Taxes Act 1990, into the Supplier's designated G account and the Buyer will be discharged from its obligations towards the Supplier for the amounts paid. The Supplier will be obliged to open a G account if it does not have one. The Supplier will never seek recovery from the Buyer concerning its claims based on the Collection of State Taxes Act 1990. If the Supplier does not have a G account, the Buyer will have the right within the context of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act and the Collection of State Taxes Act 1990 to make deductions from the amounts to be paid to the Supplier.
- 27.3 Unless expressly agreed otherwise, the prices and/or rates include all certificates/proof and costs of insurance, staff, training, instructions, access, safety, materials, equipment, maintenance, overhead costs, overtime, guarantees, welding qualifications and personal protective equipment, as well as income and risk.
- 27.4 Otherwise, article 7 of the Purchase Conditions applies in full with respect to payment and invoicing.
- 28. Liability, insurance and permits/licences**
- 28.1 The Supplier is liable for all damage to the Work, the Work Site and the property or death and/or injury of Staff and other persons at the Work Site caused by the Supplier, its Staff and/or all parties that are engaged in the performance of the Activities by the Supplier.
- 28.2 Unless otherwise agreed between the Buyer and the Supplier, the Supplier will take out Construction All Risks insurance (CAR insurance) to cover the Work, the Buyer's existing property at the Work Site, temporary facilities, Materials, Equipment, death or injury of persons and damage to the personal property of members of Staff.
- 28.3 The CAR insurance must indicate the Buyer as co-insured and include a waiver of recourse against the Buyer and any other parties covered under the insurance.
- 28.4 The Supplier must hold all required registrations and permits/licences for the performance of the Activities and the Supplier must submit evidence thereof to the Buyer at its first request.
- 28.5 The Supplier must comply with all obligations pursuant to the Posted Workers in the European Union (Working Conditions) Act (WagwEU). The Supplier must ensure that the subcontractors and self-employed workers contracted by it comply with the obligations on the basis of the WagwEU and it will verify this.
- 28.6 The Supplier and its subcontractors and the self-employed workers to be deployed are required to register with the service desk (<https://meldloket.postedworkers.nl/runtime/start-login?lang=en>) before the start of the activities. If the Buyer has not received confirmation thereof from the service desk before the start of the activities, the Buyer will have the right to deny access to the Work Site.
- 28.7 The Supplier is liable for all damage sustained by the Buyer as a result of a failure to comply with the obligations arising from the WagwEU on the part of the Supplier or the subcontractors and self-employed persons contracted by it. This damage also includes any fines imposed by or on behalf of the government and claims from persons engaged by the Supplier in connection with a failure to comply with the terms of employment included in the WagwEU (<https://www.postedworkers.nl/documenten/vragen-en-antwoorden/op-welke-arbeidsvoorwaarden-hebben-gegetacheerde-werknemers-recht>) on the part of the Supplier and/or its subcontractor(s).
- 29. Authorised representatives**
- The Buyer and the Supplier are required to appoint an authorised representative to represent them in connection with the Activities. In principle, the Supplier's authorised representatives will be present at the Work Site during working hours and, in their absence, replacement and accessibility will be arranged in consultation with the Buyer.
- 30. Additional provisions for the provision of IT services, software services and related services in which connection personal data and other confidential information are provided**
- If and insofar as the Agreement concerns among other things the provision of IT services, software services and related services in which connection personal data and other confidential information are provided, articles 30 up to and including 34 also apply in addition to the other articles of these Purchase Conditions.
- 31. ESCROW, expertise and back-up**
- 31.1 Notwithstanding any contrary provision of these Purchase Conditions, by Buyer may decide at its own discretion to conclude an ESCROW agreement in case of the supply of software or a system of which the software forms part. The Supplier will make every effort to: i) inform the Buyer immediately in case of a potential, possible or reasonably expected bankruptcy, suspension of payment, liquidation or cessation of business activities; ii) assist the Bankruptcy, moratorium in selecting a professional ESCROW agent, iii) assist the Buyer in concluding this ESCROW agreement; and iv) ensure that the Buyer receives access to the source code.
- 31.2 The knowledge, experience and expertise of the Supplier, as indicated by the Supplier or that may reasonably be expected of the Supplier, will be contributed by the Supplier in the performance of the Supply.
- 31.3 The Supplier will archive the Buyer Information for the purpose of back-up and recovery purposes in accordance with the Agreement and the security policy of the Supplier and the Buyer. In the event Buyer Information is lost or damaged, the Supplier will make every reasonable effort to restore the lost or damaged Buyer Information on the basis of the most recent back-up in accordance with the Agreement and the security policy of the Supplier and the Buyer.
- 32. Termination and retransition**
- 32.1 In case of termination or receipt of a notice of termination, the Supplier will be obliged to cooperate fully with the Buyer on the Buyer's instructions in the performance of a thorough dismantling of the Supply and a transfer to the subsequent supplier or to the Buyer. The retransition is completed when the Supplier receives notification of discharge from the Buyer. A completed retransition

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comprises the transfer by the Supplier of all Information and Items owned by the Buyer, including the functionalities, algorithms etc. delivered by the Buyer to the Supplier, in a manner that makes them suitable for use by the Buyer.

32.2 The Supplier is not allowed to use the Buyer's Information for any purpose other than the purpose agreed with the Buyer. The Supplier will remove and destroy all Buyer Information still present in digital or other files of the Supplier or third parties engaged by the Supplier at the Buyer's written request.

33. Service level

33.1 Unless agreed otherwise, the Supplier is obliged to offer the agreed service level and report on the Services provided by means of regular reporting.

33.2 The required service level and the reporting thereon in the report comprises in any event:

- i) Response and resolution times for incidents, problems, complaints and requests;
- ii) Communication protocols;
- iii) Analysis and improvement measures in case of serious, critical incidents and failures;
- iv) Availability and the performance of the Supply.

34. Standards and audits

34.1 With due observance of articles 10 and 11 of these Purchase Conditions, the Parties apply the minimum level determined in articles 34.2 and 34.3. In the event the Supplier deviates from the standards set out in articles 34.2 and 34.3, the Supplier will terminate the deviation within a reasonable term imposed by the Buyer or in any event limit it if termination is not reasonably possible in the opinion of the Buyer.

34.2 As regards information security, the Buyer requires certification or regular audit reporting satisfactory to the Buyer concerning Deliveries containing data the Buyer qualifies as 'with limited access' or 'confidential'. The Supplier will cooperate in the Buyer's assessment procedure consisting of several questionnaires ('New technology assessment procedure').

34.3 While retaining the rights included in articles 10 and 11 of these Purchase Conditions, the Buyer may also opt by way of a substitute for an audit or inspection carried out by or on behalf of the Buyer for valid certifications from the Supplier that are acceptable to the Buyer or audit reports from third parties engaged by it in connection with the Supply. The audit reports and certificates accepted by the Buyer are: SSAE-18 SOC 2 Type II, or SSAE-18 SOC 3 Type II, or ISAE-3402 SOC 2 Type II, or ISAE3000 SOC2 Type II and ISO/IEC 27001, including the related statement of applicability. The reports or certificates must be complete and free from statements of failures from the accredited auditor. In case of incompleteness or statements of failures, the Supplier will ensure immediately that the certificates and/or reports are completed and are issued to the Buyer free from statements of failures. The Supplier will keep the Buyer informed regarding progress by means of regulated progress reports. In case the validity date of a report has expired, the Supplier will be required to submit to the Buyer a 'bridge letter' or a 'gap letter', which includes the required guarantees that no major changes have taken place.

34.4 The Supplier is required to hold certificates or audit reports. Certificates and reports from subcontractors or sub-suppliers are not allowed.

34.5 If the Buyer decides on the basis of article 10 or 11 to carry out an audit or to have one carried out by a third party accepted by the Parties, this audit will include all applicable documents, such as reports, systems, equipment, machines, internal controls, security procedures and other, possibly confidential, information, but it will not be limited to the above. Each Party bears its own costs and the Buyer bears the costs of the possible third auditor whose costs can only be recovered from the Supplier if statements of failures give reason for doing so. The Buyer has the right to carry out at most one audit per year.

34.6 The Supplier will provide services that are verifiably in accordance and compatible with the Buyer's policy and technical standards such as the Buyer's connectivity standards, security policy, information security policy and all other policy measures related to the Supply, as set out in the Buyer's 'IT Security and Compliance requirements'.