



GENERAL TERMS AND CONDITIONS OF SERVICES AND WORK
Version 2023

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Chapter 1 General provisions

Preamble

Redwave provides services and technical Work in the field of the oil and gas industry, petrochemicals and wind energy at onshore and offshore locations. You can also contact Redwave for the implementation of a total project. The Companies affiliated with Redwave are:

- Redwave Services B.V., registered with the Chamber of Commerce under number 34077097
- Redwave PTO B.V., registered with the Chamber of Commerce under number 73840386
- Redwave Professionals B.V., registered with the Chamber of Commerce under number 87142112

These general terms and conditions have been drawn up to clarify the rights and obligations of the parties with regard to the services to be performed and purchased under the agreement related to Redwave Group B.V. and/or affiliated legal entities, hereinafter referred to as Redwave.

Article 1. Definitions

In these general terms and conditions, the following terms are used in the following sense, unless expressly stated otherwise:

- 'Redwave'** is the private limited company Redwave Group B.V. with its registered office and principal place of business in Beverwijk at Handelskade 6 (1948 NA) and registered with the Chamber of Commerce under number 57342504, as well as the companies affiliated with it;
- 'Client'** is any natural or legal person with whom Redwave enters into an assignment or other agreement, or to whom Redwave makes an offer in the context of the conduct of Redwave's business;
- 'Work'** includes both the contracting of Work and the provision of services;
- 'Working hours'** means hours worked between 6:30 AM and 19:30 PM on any day of the week excluding Saturdays, Sundays, generally recognized Christian and national holidays;
- 'Working days'** are days worked between 6:30 AM and 19:30 PM on any day of the week excluding Saturdays, Sundays, generally recognized Christian and national holidays;
- 'Location'** means the place where the Work is performed and/or the equipment is used;
- 'General Terms and Conditions'** are the current General Terms and Conditions of Services and Work - Redwave.

Article 2. Applicability

- The present general terms and conditions of delivery apply to all offers made by Redwave, agreements concluded and the actual and legal acts performed for the implementation of this. A copy of these terms and conditions can be found and downloaded free of charge from the website www.redwave.nl and will also be sent free of charge upon first request. The applicability of any other terms and conditions is hereby expressly rejected.
- If one or more provisions in these general terms and conditions of delivery are at any time wholly or partially invalid or are nullified, the other provisions mentioned in these general terms and conditions of delivery will remain in full force and effect. In such a case, the parties will consult to agree on new provisions to replace the void or nullified provisions, whereby the aim and intent of the original provisions will be pursued as much as possible.
- The general terms and conditions of delivery consist of a general part and a number of special parts. The general part, consisting of articles 1 to 16 of these terms and conditions, applies to all offers made by Redwave and agreements concluded with it.
- If the offers or the agreements concluded also or exclusively include:
 - Acceptance of Work and/or the delivery of goods, in addition to the general part, the provisions of Chapter 2 special part I, as referred to in articles 17 to 23, apply;
- In the event of a conflict between the special part and the general part, the provisions of the applicable special part shall prevail. In the event of a conflict between the conditions as set out in

the agreement and the general terms and conditions of delivery, the conditions as set out in the agreement will prevail.

- f. If one or more provisions of these general terms and conditions of delivery are wholly or partially invalid or should be annulled, the other provisions or parts thereof will remain fully applicable.

Article 3. Offers

- a. All offers and/or quotations are without obligation and are valid for 30 days. Unless a different term for acceptance is stated in the offer or quotation.
- b. Unless expressly agreed otherwise in writing, all prices and rates are in Euro and exclusive of VAT.
- c. When calculating the price, Redwave assumes that the Client will provide suitable accommodation for the offshore base and transport facilities (including helicopter, boat) for the on-boarding and disembarkation of employees deployed by Redwave. The Client also provides all relevant travel and cancellation insurance free of charge for the benefit of Redwave and/or the employees engaged by it.
- d. Verbal offers by Redwave or its subordinates are not binding, unless confirmed by it in writing.
- e. Every offer is based on an execution by Redwave under normal circumstances and during normal working hours, unless expressly stated otherwise in writing.
- f. The conclusion of an agreement and all changes thereto are never (only) dependent on a so-called Purchase Order to be sent by the Client, but an agreement is concluded through an offer from Redwave and an unambiguous acceptance thereof by the Client.
- g. If the Client provides Redwave with information and data, such as, but not limited to: numbers, times, dimensions, weights and drawings, the Client guarantees the correctness thereof and Redwave will base its offer on this.
- h. If Redwave's offer is not accepted, Redwave has the right to charge the Client for all costs that it has had to incur to make its offer.
- i. Unless otherwise agreed in writing, the Client guarantees that all permits, licenses, exemptions and all other arrangements necessary to perform the Work have been obtained in a timely manner.

Article 4. Documentation and Data

- a. The Client is obliged to provide all data, not limited to information, knowledge, (technical) documentation, drawings, method statements and changes, which Redwave indicates are necessary, or which the Client should reasonably understand to be necessary for a correct implementation of the agreement, to Redwave complete, on first request, and at least in good time, free of charge. The foregoing also applies if the data comes from third parties.
- b. The Client guarantees the correctness and completeness of the aforementioned documentation and data. Redwave is in no way liable in this regard. The Client indemnifies Redwave against all consequences arising from the inaccuracy, incorrectness and incompleteness of the documentation and data made available by or on behalf of the Client.
- c. Both the Client and Redwave guarantee that all information received from the other party will be treated confidentially and will remain secret.
- d. All documentation is and remains the property of the Party that provided it and all intellectual property rights therein belong to, and will continue to belong to, the Party that provided it to the other Party.
- e. Only if expressly stipulated in the agreement will Redwave check the documentation supplied by or on behalf of the Client for errors, omissions and/or ambiguities. The foregoing only applies insofar as this falls within the normal business activities and the professional expertise of Redwave. However, the Client will at all times be and remain fully responsible and liable for the consequences of errors, omissions and/or ambiguities in this Documentation.

Article 5. Intellectual property

- a. Unless otherwise agreed in writing, Redwave retains the copyrights and all intellectual property rights in the offers made by it and all other goods provided, such as, but not limited to: provided designs, syllabus, images, drawings, calculations, (test) models, and software.
- b. The rights to the data referred to in paragraph a of this article remain the property of Redwave regardless of whether costs have been charged to the Client for its production. This data may not

be copied, used or shown to third parties, or used for other commercial purposes other than those for which it was provided, without the prior express written permission of Redwave. The Client is also expressly prohibited from selling the items provided by Redwave under 5 paragraph a to, by or through third parties in any form whatsoever, unless otherwise agreed in writing.

Article 6. Advice, designs and materials

- a. The Client cannot derive any rights from advice or information that it receives from Redwave if these are not directly related to the assignment.
- b. The Client is responsible for the designs, syllabus, images, drawings, calculations, (test) models, software and for the suitability of materials prescribed by or on behalf of the Client made by or on behalf of it.
- c. The Client indemnifies Redwave against any claim by third parties with regard to the use of designs, syllabus, images, drawings, calculations, (test) models, software and the like by or on behalf of the Client.
- d. The Client will guarantee the structural integrity of the goods, including the suitability of the goods for the method used during the Work. In particular, this provision applies to pressures and/or pressure classes of flow-lines, tubing and annuli.

Article 7. Performance of the Work

- a. Redwave will ensure that the employees deployed have the expertise, qualifications and requirements as specified in the applicable legislation and, if necessary, in the Agreement and that they are fully qualified to perform the Work as specified in the Agreement.
- b. Within the limits set out in the previous paragraph, Redwave is free to organize and carry out its Work (or have it carried out) at its own discretion.
- c. If at any time Redwave foresees that it will not be able to fulfil its obligations in connection with an accepted assignment, or will not be able to do so in a timely or properly manner, Redwave will immediately inform the Client of this.
- d. In the event of purchase of goods by Redwave for the purpose of maintenance Work, or otherwise, this purchase will be carried out entirely at the expense and risk of the Client. The (purchase/sale) conditions of the original seller apply back-to-back to the agreement between Redwave and its Client.
- e. Under no circumstances are Redwave and the employees deployed by it obliged to carry out activities, instructions and/or directions of any party if, in the sole reasonable opinion of Redwave or its employees, this is unsafe and/or potentially endangers life or property. Redwave and its employees are at all times authorised to stop the Work if, in the exclusive reasonable opinion of Redwave or its employee(s), an unsafe situation occurs, or if there is a potential danger to life or property, without Redwave being obliged to pay any damage or reimburse costs.
- f. The Parties will act in accordance with all rules, regulations, arrangements and measures (including the Risk Assessment & Evaluation) with regard to safety, environment, health and working conditions. The Client will ensure that the working conditions at the Location (in particular with regard to health and safety) are properly and fully in accordance with the required standards and in full compliance with local regulations and requirements.
- g. Redwave itself will provide a basic set of CE-marked and ISO/EN-standardised clothing and PPE. A basic set of PPE is understood to mean:
 - Helmet;
 - Gloves;
 - Safety (sun)glasses;
 - Work shoes.
- h. The Client is obliged to provide CE-marked and ISO/EN-standardised, effective and appropriate project-specific clothing and PPE, such as but not limited to: H2s gas detector, fire-retardant and anti-static overalls, overalls with a special coating, fall belt harness and life jacket.

Article 8. Impracticability of the assignment

- a. Redwave has the right to suspend the fulfilment of its obligations if it is temporarily prevented from fulfilling its obligations due to circumstances that were not to be expected when the agreement was concluded and which are beyond its control.

- b. Circumstances that could not have been foreseen by Redwave and which are outside its sphere of influence include the circumstance that suppliers and/or subcontractors of Redwave do not fulfil their obligations or do not fulfil them on time, the weather, earthquakes, fire, loss or theft of tools, loss of processing materials, roadblocks, strikes or Work stoppages, and import or trade restrictions.
- c. Redwave is no longer authorised to suspend if the temporary impossibility of fulfilment has lasted more than six months. The agreement can only be dissolved after this period and only for that part of the obligations that has not yet been fulfilled. In that case, the parties are not entitled to compensation for the damage suffered or to be suffered as a result of the dissolution.

Article 9. Cancellation

- a. Cancellation of a reservation for a definite time is not possible.
- b. An assignment can only be cancelled in writing. In the event of cancellation, the Client owes the full costs incurred for:
 - project-specific investments already made;
 - (de)mobilisation of employees and equipment, such as, but not limited to order picking, travel and accommodation costs, pre-testing, storage, certification and transport;
 - Work preparation, such as, but not limited to engineering, project supervision, contract Work, permit application.

Where the costs are based on all Work related to the initial agreement, including the changes made from the first moment of application.

- c. In the event of full or partial cancellation, the Client owes Redwave compensation as follows:
 - In case of cancellation less than 48 hours before the last initial start of the assignment announced to Redwave:
 - o at least 50% of the initial daily price of the equipment to be deployed or made available;
 - o at least 4 working days per person;
 - o fixed and flexible ongoing costs, such as, but not limited to (de)mobilization of employees and equipment, rental, travel and accommodation costs, storage, ongoing or renegotiable permits;
 - o costs charged by third parties.

Article 10. Suspension

- a. Suspension of a reservation for a definite period of time is not possible. Extension of a reservation is only possible if this has been approved in writing by Redwave.
- b. An assignment can only be suspended in writing and is valid from the last initial commencement of the assignment announced to Redwave. During the suspension, the Client owes Redwave compensation as follows:
 - at least 50% of the initial daily price of the equipment to be deployed or made available;
 - at least 4 working days per person;
 - fixed and flexible ongoing costs, such as, but not limited to (de)mobilization of employees and equipment, rental, travel and accommodation costs, storage, ongoing or renegotiable permits;
 - costs charged by third parties.
- c. Without prejudice to other provisions of these terms and conditions, suspension is only possible under the following conditions:
 - suspension by the Client takes effect after a waiting period of 48 hours after the announcement of the suspension;
 - the duration of the suspension may not exceed the duration of the initially agreed assignment;
 - as soon as the Client has information on the basis of which it expects or can expect that a suspension will occur, it must immediately inform Redwave, failing which the Client will be in default by operation of law.
 - as soon as the equipment or the employee(s) made available by Redwave is deployed again, the suspension is immediately terminated;
 - the possibility to suspend can only be based on unforeseen circumstances at the time of conclusion of the agreement;

- when a period of suspension has started and the Work is to be resumed, the Client must notify Redwave of this as soon as possible, but no less than 5 working days prior to the resumption of the Work.
 - resumption of Work is subject to availability.
 - the delivery of goods is extended by the duration of the suspension and is subject to availability.
- d. After 7 days of suspension, the assignment will be cancelled by operation of law. Article 9 applies.
- e. Redwave has the right to charge for changes to the initial assignment and the costs for (extra) Work preparation as a result of the suspension as additional Work to the Client.

Article 11. Liability

- a. The Client is liable for damage as a result of any accident and any event and as a result of the violation of another contractual or non-contractual obligation, with the exception of the deviations mentioned below and without prejudice to other provisions in these general terms and conditions for delivery. The Client will indemnify Redwave against any claim for damages in this regard.
- b. The Client must indemnify Redwave and hold it harmless against claims and fines as a result of acts and omissions of the Client that constitute an infringement of sanctions laws and/or regulations.
- c. Redwave is not liable for damage to items caused during the time that Redwave or someone on behalf of Redwave actually transports, processes, handles, rents, borrows, uses, stores or for whatever reason has these items in their possession. Redwave is not liable for damage resulting from the property damage.
- d. For material damage to goods delivered by or under the responsibility of Redwave, (whether or not including material supplied by or on behalf of the Client), the liability is limited to the re-execution of the assignment. If it is not possible to carry out the assignment again, the liability is limited to the invoice value for the relevant assignment, or in the case of a partial assignment, the invoice value of the relevant partial assignment, or in the case of monthly invoicing, the invoice value of the month in question with a maximum of 1 month.
- e. The Client indemnifies Redwave against all third-party claims for product liability as a result of a defect in a product that was delivered by the Client to a third party and that (partly) consisted of products and/or materials supplied by Redwave.
- f. The Parties are not mutually liable for each other's indirect, immaterial or consequential damage, such as but not limited to loss of profit, business interruption, reputation damage and missed assignments. This with the exception of loss of rent and lost rent from Redwave and unless this is caused by intent or gross negligence on the part of the other party.
- g. Client is fully responsible for, and will release, indemnify and hold harmless Redwave and its affiliates from, and hold harmless against, all claims, losses, damages, costs (including legal fees), expenses and other obligations arising from pollution and/or contamination arising from or related to the execution of the agreement when:
- the aforementioned pollution and/or contamination takes place in the Work area of the Client and its affiliated companies; or
 - the pollution and/or contamination referred to originates or arises from the property of or equipment owned by, leased or rented by – whether or not from Redwave – the Client and its affiliated companies.
- h. If and insofar as any liability falls on Redwave, for whatever reason, this liability is at all times limited to a maximum amount of EUR 2,500,000 per event or series of events with the same cause of damage.
- i. In any case, Redwave's liability lapses in its entirety if the Client, as soon as it becomes aware of circumstances for the first time, does not report this within a reasonable time, or if the Client does not act or omits actions to prevent further damage.
- j. The Parties cannot invoke limitations on liability if and to the extent that loss or damage is the result of gross negligence or wilful misconduct on the part of the other party, or its affiliates
- k. The Parties are liable to third parties as determined by Applicable Law. For the purposes of this article, "third parties" are understood to mean any party that is not part of the Client and its affiliates or Redwave and its affiliates.

Article 12. Liability in connection with offshore, oil, gas and geothermal

- a. With regard to activities in the offshore and/or the oil, gas and geothermal industry, the provisions as referred to in this article also apply, with the exclusion of paragraphs c and d of Article 11A.
- b. The Client is responsible for, and will release, indemnify and hold harmless Redwave and all affiliated companies from and against all claims, losses, damages, costs (including legal costs), expenses and other obligations due to:
 - loss of, or damage to, the property of the Client and its affiliates, whether owned or leased by the Client and its affiliates;
 - personal injury, including death or illness of subordinates of the Client and its affiliates;
 - arising from or related to the performance of the Agreement;
- c. Redwave is responsible for, and will release, indemnify and hold harmless Client and its affiliates from, and hold harmless against, all claims, losses, damages, costs (including legal fees), expenses and other obligations due to:
 - loss of, or damage to, the property of Redwave and its affiliates, whether owned or leased by Redwave and its affiliates;
 - personal injury, including death or illness of employees of Redwave and its affiliates;
 - arising from or related to the performance of the Agreement.
- d. With respect to third party claims, the party that caused the damage shall be responsible for, and shall release, indemnify, and hold harmless the other party against all: claims, losses, damages, costs (including legal fees), expenses and other obligations arising from personal injury, including death or illness and loss of or damage to property of such third parties, insofar as and to the extent that such injury, loss or damage results from an act or omission, including negligence of the party that caused the damage.
- e. The Client guarantees that all parties engaged by the Client have signed the mutual indemnification agreement of Nogepe – known as: 'MIA Mutual Indemnity Agreement' – and that they are sufficiently insured in this regard.

Article 13. Payment

- a. Unless expressly agreed otherwise in writing, payment must be made within 30 (thirty) days after the invoice date, into the bank account indicated by Redwave in the currency indicated on the invoice.
- b. If the payment term is exceeded, Redwave is entitled to charge default interest on the outstanding amount from the due date until the day of full payment. The default interest is 3,0% per month; without prejudice to all other rights of Redwave to recover additional costs and damage from the Client for collecting the outstanding claim.
- c. Irrespective of the agreed payment conditions, the Client is obliged to provide, at the request of Redwave, what it deems to be sufficient security for payment. If the Client does not comply with this within the set term, it will immediately be in default. In that case, Redwave has the right to dissolve the agreement and to recover its damage from the Client.
- d. The Client is not permitted to offset any amount owed by it to Redwave with amounts that Redwave may owe to the Client. The Client is also not entitled to suspend payment under this Agreement in connection with any other agreement concluded with Redwave.
- e. In the event of liquidation, bankruptcy, attachment or suspension of payment under the Client, Redwave's claims against the Client are immediately due and payable.
- f. If legal proceedings are decided wholly or partly in favour of Redwave, all costs incurred by it in connection with these proceedings will be borne by the Client.

Article 14. Complaints

The Client can no longer claim there is a defect in the performance if it has not made a written complaint to Redwave immediately and at least within 14 days after it has discovered or should reasonably have discovered the defect.

Article 15. Outsourcing

Unless otherwise agreed, Redwave is at all times permitted to have the agreement performed in whole or in part by subcontractors and/or third parties.

Article 16. Applicable law and choice of forum

- a. Dutch law applies to these general terms and conditions, assignments, Agreements and/or other agreements. The Vienna Sales Convention 1980 is excluded, as is any other international regulation from which exclusion is permitted.
- b. All disputes arising from or related to a legal relationship between the parties will be adjudicated exclusively by the court within the district in which Redwave is located.

Chapter 2 Special part I, acceptance of work/ delivery of goods

Article 17. Prices and rates

- a. The prices and rates stated in the offer for the delivery of goods are based on:
 - Delivery FCA (Free Carrier) location as stated in the agreement, in accordance with Incoterms 2020 unless the parties agree otherwise in writing.
 - The Client obliges the carrier to issue an onboard bill of lading to Redwave
- b. The price of the Work does not include the costs:
 - for earthworks and/or other construction Work;
 - of the disposal of materials, building materials or waste;
 - of preventing or limiting damage to items present on or near the Work;
 - of horizontal and vertical transport on Location.
- c. Hours worked are charged by Redwave at the agreed hourly rate. Travel and waiting time are declared as working time.
- d. An increase in cost-determining factors, arising after the conclusion of the agreement, may be passed on by Redwave to the Client if the fulfilment of the agreement has not yet been completed at the time of the increase.

Article 18. Transfer of risk

- a. The risk of the item transfers to the Client at the time and in accordance with the provisions in this regard in the Incoterms delivery category indicated by Redwave or agreed in writing by the parties, but in any event at the time when the item is legally and/or is actually delivered and is thus brought under the control of the Client or of a third party to be designated by the Client.
- b. Regardless of the provisions of the previous paragraphs, the parties can agree that Redwave will take care of the transport or delivery. Such an agreement applies as an agreement for the carriage. Under no circumstances will Redwave act as a carrier, but as a forwarding agent. The risk of storage, loading, transport and unloading also rests with the Client in that case.

Article 19. Retention of title and right of pledge

- a. All goods delivered by Redwave remain the property of Redwave until the Client has fully complied with all obligations arising from all agreements concluded with Redwave.
- b. The Client is not authorized to pledge or otherwise encumber the items subject to retention of title.
- c. If third parties seize the goods delivered subject to retention of title or wish to establish or enforce rights thereon, the Client is obliged to inform Redwave of this as soon as can reasonably be expected.
- d. In the event that Redwave wishes to exercise its property rights referred to in this article, the Client already now gives unconditional and irrevocable permission to Redwave, or to third parties to be designated by it, to enter all those places where the properties of Redwave are located and which to take things back.
- e. If Redwave cannot invoke its retention of title because the delivered goods have been mixed, deformed or changed by way of accession, the Client is obliged to pledge the newly formed goods to Redwave.

Article 20. Uncollected goods

If goods have not been collected after the final delivery date, they will remain at the Client's disposal. Goods not accepted are stored at the expense and risk of the Client. Redwave may always use the power of Article 6:90 of the Dutch Civil Code.

Article 21. Delivery time and Additional Work

- a. The delivery time and/or implementation period stated in the offer will be approximated by Redwave. A specified delivery time or implementation period is therefore never a strict deadline.
- b. When specifying the delivery time and/or execution period, the Client guarantees that Redwave can perform the assignment under the circumstances known to Redwave at that time.
- c. The delivery time and/or implementation period only commences when all technical details have been agreed upon, but at least when all of the following conditions have been met:

- all necessary data are in the possession of Redwave;
 - final, approved drawings are in the possession of Redwave;
 - the agreed (partial) payment has been received; and
 - the necessary conditions for the execution of the agreement have been met.
- d. If there are circumstances other than those known to Redwave when it determined the delivery time and/or execution period, Redwave may extend the delivery time and/or execution period by the time necessary to execute the assignment under these circumstances. If the Work cannot be fitted into Redwave's schedule, it will be carried out as soon as its schedule allows.
- e. In the event of additional Work, the delivery time and/or implementation period will be extended by the time necessary to deliver the materials and parts for this (or have them delivered) and to perform the additional Work. If the additional Work cannot be fitted into Redwave's schedule, the Work will be performed as soon as the schedule allows.
- f. In the event of suspension of obligations by Redwave, the delivery time and/or implementation period will be extended by the duration of the suspension. If continuation of the Work cannot be fitted into Redwave's schedule, the Work will be performed as soon as the schedule permits.
- g. Exceeding the agreed delivery time and/or implementation period in no way gives right to compensation, unless this has been agreed in writing.

Article 22. Execution of the Work

- a. Without prejudice to other provisions in these terms and conditions, the provisions of this article apply with regard to liability
- b. The Client guarantees that:
- all permits, licenses, exemptions and all other arrangements necessary to perform the Work have been obtained in a timely manner;
 - all necessary safety measures have been taken at the start of the Work and are maintained during the Work. The Client must ensure safe and healthy working conditions, pursuant to the Working Conditions Act and/or any other relevant national or international regulation, for Redwave's staff who are made available to the employer and/or the Location;
 - such measures have been taken for the protection of Redwave's personnel and equipment as the Client would do for its own personnel;
 - the situation of the site at the designated Location is such that Redwave's equipment can be properly and safely assembled, disassembled, supplied, removed and set up;
 - the access roads to the Location or where the equipment and/or material must also be delivered are suitable for Redwave's transport vehicles;
 - equipment and/or materials to be provided by the Client are present and made available to Redwave in the immediate vicinity of the Work performed at that time;
 - there are connection options for water, lighting and electricity with sufficient power;
 - there is sufficient lockable and dry storage space for machine parts and/or equipment;
 - suitable accommodation(s) or other facilities such as toilets and washing facilities are available at the Location for Redwave's staff and all other persons possibly employed by Redwave for Work, all this to the satisfaction of Redwave and in accordance with the Working Conditions Act;
 - auxiliary materials such as scaffolding and lifting and hoisting equipment and consumables such as diesel oil and lubricants are present;
 - cables, pipes, wires, tubes, etc. are reported to Redwave in writing and in good time before the start of the Work. It is expressly pointed out that these cables, pipes, etc. must be clearly indicated on the site and in the correct place, on the basis of drawings;
- c. If, despite the precautionary measures referred to in paragraph b of this article, Redwave is nevertheless held accountable for a violation of the rules, then this constitutes gross negligence on the part of the Client and the Client is obliged to indemnify Redwave for the resulting costs, expressly including costs arising from any sanctions, damage and/or instructions by, for example, the Labour Inspectorate.
- d. In the event of unworkable circumstances, including unworkable weather, which result in unworkable working days, Redwave's delivery time and/or implementation period will be extended by the resulting stagnation time.

- Unworkable circumstances include all circumstances, including unworkable weather (such as precipitation, wind and frost), which are the cause of an (unsafe) unworkable situation
 - Unworkable working days are understood to mean working days or half working days, respectively, on which the majority of the persons or machines employed were unable to Work for at least five hours or at least two hours due to circumstances beyond the responsibility of Redwave.
- e. If equipment made available by the Client is used during the execution of the assignment, the Client guarantees to take out full hull insurance, as well as WAM and Work risk insurance, which also provides coverage for damage or injury to the person who uses the equipment. The insurance provides coverage during activities, for which the agreement has been concluded with Redwave. Redwave is regarded as the insured on the policy. Both the Client and its insurer guarantee to fully indemnify Redwave against all damage and claims as a result of damage to, with or by the equipment. If the Client acts in the capacity of the lessor under the agreement, the conditions under this article apply without prejudice, whereby the Client must be referred to as 'lessor' and Redwave 'lessee/contractor'. Mutatis Mutandis.
- f. The Client guarantees that the equipment referred to in paragraph e of this article meets the safety requirements prescribed by the government.
- g. If the Client fails to fulfil its obligations as described in the previous paragraphs, the Work will be suspended until the Client fulfils its obligations. The Work will then be carried out as soon as Redwave's schedule allows. In addition, the Client is liable for all damage resulting from this for Redwave.

Article 23. Delivery of the Work

- a. The Work is considered completed when:
- Client has approved the Work in whole or in part;
 - the Work has been put into use by the Client. If the Client puts part of the Work into use, that part is considered to have been completed;
 - Redwave has notified the Client in writing that the Work has been completed and the Client has not immediately, and at least within 14 days of the notification, made known in writing whether or not the Work has been approved;
 - The Client does not approve the Work on the basis of minor defects or missing parts that can be repaired or delivered within a reasonable period of time and that do not prevent the Work from being put into use.
- b. If the Client does not approve the Work, it is obliged to notify Redwave of this in writing, stating the reasons. In that case, it will give Redwave the opportunity to deliver the rejected parts of the Work again. The provisions of this article shall again apply thereto.