

1 Applicability

- 1.1 These general terms and conditions ("Conditions") shall together with De Regt Marine Cables BV's ("DeRegt") quotations, contracts and/or agreements (collectively the "Proposal") govern any sale and delivery of products ("Products") made by DeRegt. By ordering Products, buyer ("Buyer") elects to enter and be bound by the Conditions and the Proposal, which constitute a contract. In case of discrepancies between the Conditions and the Proposal, the latter will prevail. Deviations from or additions to the Conditions and/or the Proposal, agreed upon by agents or personnel of DeRegt, in quotations or letter as well as general conditions of the Buyer will only apply after the written confirmation of an authorized representative of DeRegt.

2 Product information

- 2.1 All documents and information like dimensions and/or other parameters provided in relation to DeRegt's Products are only meant to present a general idea of the Product to which they refer and are subject to normal manufacturing tolerances and should not be construed as definite and therefore are not binding upon DeRegt, unless expressly agreed otherwise in writing.
- 2.2 In the absence of a full Buyer's specification, DeRegt's proposal is prepared on the basis of the Buyer's general description or sample.
- 2.3 All drawings and technical documents relating to the product or its manufacture submitted by one Party to the other prior to or subsequent to the formation of the contract, shall remain the property of the submitting Party.
- 2.4 Drawings, technical documents or other technical information received by one Party shall not, without the written consent of the other Party be used for any other purpose than for which they are provided. They may not, without the written consent of the submitting Party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

3 Prices

- 3.1 Unless otherwise agreed upon, prices quoted are without engagement. The prices are based on the price levels of raw material and subcomponents incorporated in the Product known at date of quotation. DeRegt reserves the right to amend the quotation if it cannot reasonably obtain the raw material and/or subcomponents required or has to purchase the material at price levels, exceeding the aforesaid level at the moment of confirmation with 10% or more.
- 3.2 Unless otherwise specified the prices are expressed and are to be paid in euros, exclusive packaging, strictly Net and exclusive of any taxes and duties which may apply in and or outside The Netherlands on payment and or transfer being for the account of the Buyer.

4 Packing

- 4.1 Standard drums and packing materials will be used for all deliveries, unless special designed drums and/or packaging materials are requested and specified.
- 4.2 Drums and other packing materials used for dispatch, will be in accordance with the standard in respect of the cable diameter versus bending radius and with essential protection which is required for transport. Drums returned in good condition and carriage paid by the Buyer, will be credited in accordance with the following scheme:
- 60% credit when returned within 3 months
 - 30% credit when returned within 12 months
- The Buyer must send separate advisory notes in respect of all drums returned.
- 4.3 Skids for transport need to be ordered separately.

5 Acceptance of a purchase order

- 5.1 Quotations are free of obligations. Binding agreement shall be deemed to have been entered into when, upon receipt of an order, DeRegt has sent an acceptance in writing ("Acknowledgement") confirming payment terms, shipment conditions and delivery schedule within 10 working days, and upon, unless otherwise agreed in the Proposal, receipt by DeRegt of the following documents:
- (i) export licences and all other authorisations, if any; (ii) approvals/authorisations from Buyer's country authorities for the payments outside such country in foreign currency and (iii) in case of a confirmed irrevocable letter of credit (ILOC) payment, confirmation is received that required ILOC has been opened in accordance with the agreed terms.
- 5.2 Should the Buyer cancel partly or wholly an order, without any prejudice to any other of right DeRegt may have under these Conditions or at law, DeRegt is entitled to charge to the Buyer (i) sales price for Products already delivered and, (ii) sales prices for Products manufactured or being manufactured or ready to be delivered and, (iii) a sum equal to 15% of the total value of the order - or any higher amount at DeRegt's discretion in case of nonstandard and/or custom Products - to compensate any prejudice, additional costs and expenses resulting from the cancellation of the order.

6 Acceptance tests

- 6.1 Products manufactured by DeRegt are carefully inspected and were applicable submitted to standard tests in DeRegt before dispatch. If special or additional tests are required, these must be specified by the Buyer in the request for quotation. In case of an order or contract DeRegt is obliged to carry out such special or additional tests only when prior agreement has been reached on price and/or delivery time consequences of said tests.
- 6.2 If the order, confirmed by DeRegt expressly provides that a Buyer's representative will attend any of these tests, DeRegt shall notify the Buyer in writing of the acceptance tests in sufficient time to permit the Buyer to be represented at the tests.
- 6.3 In the event of any delay on the part of the Buyer for attending any test, the test will proceed in Buyer's absence and shall be deemed to have been made in his presence. The Buyer cannot claim the test being invalid as a direct consequence of the Buyer's representative not being able to attend.
- 6.4 The Buyer shall bear all traveling and living expenses for his representative in connection with such tests.

7 Delivery and Passing of risk

- 7.1 Unless otherwise agreed, the Products sold by DeRegt are delivered Ex Works, Krimpen aan de Lek. Whatever the delivery conditions, the Incoterms of the International Chamber of Commerce (Edition 2020, ICC n° 723) shall apply. Partial shipment of an order or contract for a bulk supply of goods over a specified period shall be allowed.

8 Inspection

- 8.1 Within 14 days after delivery, the Buyer shall inspect the Products and he shall advise DeRegt immediately in writing if the Products are not in conformity with agreed specifications or if there are any defects and he shall provide further proof of such non conformity or defects upon request in writing. The same applies for defects, which can only be detected through usage being understood that the Buyer must advise DeRegt 14 days after first usage.
If DeRegt doesn't receive such notice, DeRegt will assume that the delivered Products are in full conformity with the contract.

9 Time for delivery

- 9.1 The delivery period will be agreed upon separately.
- 9.2 The agreed delivery period shall commence on the effective date of Acknowledgment in accordance with clause 5 and, provided that (i) DeRegt has received full instructions and information to proceed and (ii) the agreed advance payment is in DeRegt's possession or, when ILOC payment is involved, DeRegt has received the first notification of the confirming bank of the opening of the ILOC according to DeRegt's requirements. DeRegt is entitled to suspend any delivery should Buyer do not fulfil any term or condition of the Conditions or the Proposal.
- 9.3 DeRegt shall use its best endeavours to deliver at the time stated but delivery dates shall be regarded as indicative only, unless agreed otherwise in writing and subject to any event under clause 15.
- 9.4 Instructions for dispatch must be received at least 2 weeks before date of dispatch or within 1 week after a request from DeRegt, whichever comes first.
- 9.5 DeRegt will use its best endeavours to deliver at the time stated in the Acknowledgement. However if DeRegt anticipates that it will not be able to deliver the Product at the time for delivery, it shall forthwith notify the Buyer thereof in writing, stating reason and if possible, the time when delivery can be expected.
- 9.6 If DeRegt fails to dispatch or deliver the Products or to complete the work by the date as stated in the Acknowledgement, such failure shall not constitute a breach of the contract and the Buyer shall not be entitled to treat the contract as thereby repudiated or to rescind it or any related contract on whole or in part or claim compensation for such failure or for any consequential loss or damage resulting therefrom.
- 9.7 If the Buyer anticipates that he will be unable to accept the delivery of the Product at the delivery time, the Buyer shall forthwith notify DeRegt in writing thereof, stating the reason and, if possible, the time when he will be able to accept delivery.
- 9.8 Should dispatch be hindered or delayed by Buyer's instructions or lack of instructions and/or outside their control, DeRegt may arrange storage of the Products at Buyer's expense and risk.
- 9.9 Unless the Buyer's failure to accept delivery is due to any such circumstance as mentioned in clause 15, DeRegt may by notice in writing require the Buyer to accept delivery within a final reasonable period.
- 9.10 If, for any reason for which DeRegt is not responsible, the Buyer fails to accept delivery within such period, DeRegt is entitled to terminate the contract in whole or in part. DeRegt shall then be entitled to compensation for all the costs and losses he has suffered by reason of Buyer's default.

10 Payment

- 10.1 Unless otherwise agreed, the purchase price shall be paid 30% with the receipt of Acknowledgement and 70% when DeRegt notifies the Buyer that the Product, or the essential part of it or project is ready for delivery. Payments shall be made within 30 days of the date of invoice. If the down payment hasn't been made within the agreed term, DeRegt shall be entitled to suspend the delivery, without any liability towards the Buyer, until full payment has been made.
- 10.2 Whatever the means of payment used, payment shall not be deemed to have been made before DeRegt's account has been fully and irrevocably credited. Invoices shall be paid on the agreed due date under any circumstances even in case of dispute for any reason whatsoever.
- 10.3 If agreed that payment shall be made by means of a confirmed ILOC which covers the full contract price, established by the Buyer through a prime bank, unless otherwise agreed in writing, it shall allow partial shipment, a latest date of shipment 90 days after confirmed opening of the ILOC and the ILOC shall expire 21 working days after latest date of shipment.
- 10.4 All bank charges, taxes, levies and duties as may be payable on payment and or transfers are for the account of the Buyer.
- 10.5 If the Buyer's payments are overdue, DeRegt shall, without prejudice to its further rights, charge an interest for payment overdue at the rate of 1.5% for each month or part thereof which exceeds the above payment period, as well as any losses resulting from currency changes.
- 10.6 Prior to proceeding delivery or performance or the continuation thereof, DeRegt shall have the right to require the Buyer to provide security for meeting his obligation in manner satisfactory to DeRegt as a result thereof.
- 10.7 All charges and losses arising for DeRegt as a result of the Buyer's failure to comply with obligations under contract, including all collecting charges (expenses and/or reasonable attorney's fees), shall be for the Buyer's account.
- 10.8 Should the Buyer fail to meet these conditions, DeRegt shall be entitled, in its own option and discretion and without any legal intervention being necessary, (i) to cancel the agreement by notice in writing to the Buyer in whole or in part, or (ii) to defer or withhold shipments or deliveries hereunder until DeRegt's receipt of such payment and all interest due thereon, the Buyer then being liable for all costs, expenses and damages suffered by DeRegt as a result thereof.
- 10.9 Upon default in the payment of any invoice due, any other outstanding invoice will become immediately due without notice or demand and regardless of the agreed terms of payment. In consequence, DeRegt will be entitled to require immediate advance payment for any subsequent deliveries. Such right shall be without any liability towards the Buyer and in addition to, and not in lieu of, any other rights and remedies available under the Agreement or at law.
- 10.10 Invoices not disputed by registered mail with acknowledgment receipt within 5 days after delivery shall be deemed to be accepted. Buyer is not entitled to withhold, set off or make deductions from the invoice without the prior written consent of DeRegt. DeRegt shall recover any and all taxes to be borne by the Buyer under the applicable law.

11 Retention of title

- 11.1 If delivery has been made before the whole sum due under the agreement has been paid by the Buyer, the Products delivered shall remain the property of DeRegt until the price, in principal and accessories, has been received in full. The Buyer shall give DeRegt full assistance in taking any measures required to protect DeRegt's property rights.
In case of non-payment of the Products at the due date, DeRegt shall be entitled to demand the return of the Products at the costs and to the risks of Buyer and to keep any advance payment already made by Buyer. In addition thereto, DeRegt shall have the right to take possession of all or any part of the Products in Buyer's possession or control relating to the Products and may lawfully and without breach of the peace enter into any premises upon which any of the Products are situated and remove the same therefrom without any liability for trespass or damages thereby occasioned unless arising out of DeRegt's gross negligence or wilful misconduct. Any provisions in contradiction to the present provisions shall be deemed null and void.
The retention of title shall not affect the passing of risk under clause 7.
- 11.2 The Buyer shall not be entitled to transfer the ownership of these Products to third parties as security or otherwise before and until full payment. However, the Buyer will be entitled to dispose the Products in the ordinary course of business.

12 Warranty

- 12.1 DeRegt shall, in accordance with the provisions of clauses 12.1 – 12.16, remedy any defect or nonconformity (hereafter called "defects") resulting from faulty design, material or workmanship.
- 12.2 DeRegt's liability is limited to defects which appear within a period of 6 months from shipment date.

- 12.3** When a defect in part of the Product has been remedied, DeRegt shall be liable for defects in the repaired or replaced part under same terms and conditions as those applicable to the original Product for a period of 6 months. For the remaining parts the initial liability period will be valid.
- 12.4** The Buyer shall notify DeRegt in writing of defect without undue delay after the defect has appeared. Such notice shall under no circumstance be given later than 2 weeks after the expiry of liability period defined in clause 12.2 and shall be conditional upon the Buyer paying for the Products provided.
The notice shall contain a description of the defect, accompanied by photographs.
If the Buyer fails to notify DeRegt in writing of a defect within the above time limits, he loses his right to have the defect remedied.
Where the defect is such that it may cause damage, the Buyer shall immediately inform DeRegt in writing. If notice is not given, the Buyer shall bear the risk of damage resulting from his failure so to notify.
- 12.5** After receipt of written notice under clause 12.4. DeRegt shall remedy the defect within a reasonable period of time. The remedial work shall be carried out at the Buyer's premises, unless DeRegt finds it appropriate to have the defect part or the Products sent to it for repair or replacement at its own premises. In any case, the remedial work may not be made by Buyer or a third party, except with the prior written consent of DeRegt and at Buyer's costs and risks.
- 12.6** If return of Products is agreed upon in connection with the remedy of defects, they shall be forwarded by the Buyer, in accordance with DeRegt's instructions, preceded by an advice note, giving the reason for return and the date and number of DeRegt's invoice; all Products returned must be consigned insurance and carriage prepaid and packed in their original packing.
- 12.7** If the Buyer gives such notice as referred to in clause 12.4, and no defect is found or the defect is due to circumstances for which DeRegt is not liable, DeRegt shall be entitled to compensation for the work and costs which has incurred as a result of the notice.
- 12.8** Unless otherwise agreed, the Buyer shall bear the additional costs, which DeRegt incurs for repair, dismantling, installation and transport as a result of the being located in place other than the destination stated in the contract or place of delivery.
- 12.9** Defective parts, which have been replaced shall be made available to DeRegt and shall be its property.
- 12.10** Regardless of the provisions of clause 12.1 to 12.9, DeRegt shall have no liability for defects in any part of the Products that occur after more than twelve months from the start of the liability period referred to in clause 12.2.
- 12.11** DeRegt is not liable for defects arising out of materials or a design stipulated or specified by the Buyer.
- 12.12** DeRegt is not liable for products which have been issued free of charge to DeRegt by the Buyer or products supplied but not manufactured by DeRegt. DeRegt shall use its reasonable endeavours to pass on to the Buyer the benefit of any warranty given by the suppliers to DeRegt, which applies to such products.
- 12.13** In the case of accessories and ancillary equipment supplied to the purchase for fitting to DeRegt's Products, DeRegt shall under no circumstance be liable whatsoever for any damage or loss occasioned by such fitting unless carried out and properly tested by or under the supervision of DeRegt.
- 12.14** DeRegt is not liable for defects due to conditions of operation deviating from those anticipated in the contract. No warranty shall apply in case the Products are used outside their normal use conditions or in case of lightning, misuse, defective maintenance, faulty handling, incorrect installation, negligence, fault, repair, modifications or replacement by Buyer or a third-party, or connections to equipment non-approved by DeRegt. Finally, the liability doesn't cover normal wear and tear or deterioration.
- 12.15** Save as stipulated in clauses 12.1 to 12.14, DeRegt shall not be liable for defects. This applies to any loss or damage or expense of any nature arising out of or in connection with any defects in the Products or any act, omission neglect of default of the company its servant or agents in the performance of the contract may cause including loss of production, loss of profit and other consequential economic loss or damage.
- 12.16** DeRegt makes no other representation or warranty of any kind, express or implied, as to the merchantability, use, performance, application or fitness for particular purpose or use of the Products. In particular, DeRegt does not warrant the results obtained with the Product or that the Product is fit for purpose.
- 13** Access right to Operating Data
It is expressly stipulated, and Buyer agrees, that DeRegt is automatically granted free of charge a right of access to and use of Operating Data of the Products for the purpose of analysing and improving DeRegt products and services, and for the creation, distribution, marketing and/or

maintenance of any derived Operating Data resulting thereof.

«Operating Data » as used herein means any ancillary data generated by the Product (such as but not limited to geolocation, chronology, environment, Products operation/maintenance data).

For avoidance of doubt, it is stated that (i) the right of access and use granted herein to DeRegt does not extend to the “Sub-surface Data”, namely any data generated by the Product and defined as being the seismic data collected by the Product, (ii) the Operating Data and the Sub-surface Data belong to the Buyer, (iii) any derived Operating Data shall be anonymized by DeRegt in a way that the Buyer cannot be identified.

The right granted under the present clause is valid for an unlimited period of time.

14 Liability

14.1 Buyer shall indemnify, hold harmless and defend DeRegt from and against any liabilities, claims, demands, proceedings, damages, arising directly or indirectly out of or as a consequence of (1) death or illness of or injury to any third party including its employee, servant or agent or (2) loss of or damage to any of equipment, product or property, howsoever caused including the negligence or breach of statutory duty by DeRegt. Consequently, in respect of such death, illness, injury, loss or damage, Buyer waives any right of recourse against DeRegt and shall request its insurers to waive their right of recourse and subrogation accordingly. For the purpose of the present article, Buyer shall include the Buyer, its client(s), their respective affiliates, co-ventures, contractors and sub-contractors and the employees, agents and directors of said persons or entities.

14.2 In no event, shall DeRegt be liable for direct, special, indirect, consequential or punitive damages, whether material or immaterial (such as, but not limited to loss of profit or anticipated profits or revenues, loss of sales or data, contract, production, or bargains, interruption of business, damage to goodwill or loss due to any delay) howsoever caused including without limitation breach of contract (negligence included), breach of warranty, breach of duty (statutory duty included), tort or otherwise even when DeRegt has been advised of the possibility of such damages.

14.3 In any case whatsoever, DeRegt's aggregate liability shall be limited to 30% (thirty percent) of the price of the Products sold to Buyer. Such limit shall apply whatever the grounds of liability and regardless of whether the contract is deemed terminated or not. DeRegt's prices are determined on the basis of the limits on DeRegt's liability as set out above.

15 Grounds for relief (Force Majeure)

15.1 The following circumstances shall constitute grounds for relief if they impede the performance of the contract or make performance unreasonable onerous but are not limited to: any act of God, industrial disputes and any other circumstances beyond the control of Parties such as floods, fire, war, extensive military mobilization, strikes, riot, labour disputes, epidemics, pandemics, global health emergency, quarantine, unavoidable accidents at its facilities, requisition, governmental regulation or act, freight embargoes, seizure, non-availability of any permits, licenses and or authorizations required, trade and currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the supply of power and defect or delays in deliveries by sub-contractors caused by any such circumstance as reference to in this clause.

The above described circumstances shall constitute grounds for relief only if these circumstances could not be foreseen at the time of the formation of the contract.

15.2 The Party claiming to be affected by force majeure shall notify the other Party in writing without delay on the intervention and the cessation of such circumstance.

If force majeure prevents the Buyer from fulfilling his obligation, he shall compensate DeRegt for the expenses incurred in securing and protecting the Product.

15.3 In the event of force majeure DeRegt shall be entitled either to suspend delivery of the Products for a period of the prevention or delay caused by such force, without being responsible for any damage resulting therefrom to the Buyer or, at DeRegt's option, to cancel the order or contract so far as it has not yet been executed without being held to any indemnities whatsoever towards the Buyer.

The Buyer shall, in the event of such cancellation, pay to DeRegt at the contract rate for the following:

- All goods supplied to the date of such cancellation; and
- All work done to the date of such cancellation; and
- All materials used by DeRegt to the date of such cancellation.

16 Anticipated non-performance

16.1 Notwithstanding other provisions in these general Conditions regarding suspension, each Party shall be entitled to suspend the performance of its obligation under the contract, where it is clear from the circumstances that the other party will not be able to perform his obligations. A Party suspending its performance of the contract shall forthwith notify the other Party thereof in writing.

17 Disputes and applicable law

17.1 These conditions and every agreement made pursuant thereto shall be governed by and construed in accordance with and subject to the laws of The Netherlands. The application of the Convention of International Sale of Goods (Vienna, April 11, 1980) is strictly excluded. Any disputes arising out of or in connection with these conditions and every agreement made pursuant thereto shall be settled in accordance with the rules of conciliation and arbitration of the international Chamber of Commerce by 1 arbitrator (or 3 arbitrators if the parties so agree) appointed in accordance with the said rules. The arbitrator(s) shall decide as amiable compositor. The arbitration shall be held in The Netherlands in the English language (unless the Parties otherwise agree in writing beforehand). The award rendered by the arbitrator(s) shall be final and binding. However, claims regarding payment of sums due under this contract are not subject to the agreement to arbitrate set forth herein. Such disputes may be settled, at DeRegt's option, within the jurisdiction of Rotterdam (The Netherlands) or any court having jurisdiction over the Parties.

18 Severability

18.1 If any provision of these Conditions or the Proposal is held invalid, illegal or unenforceable, this shall not affect other provision or application of the Conditions or the Proposal, which can be given effect without the invalid, illegal or unenforceable provision.

19 Intellectual property

19.1 DeRegt reserves all rights on intellectual property connected with the originating from proposal, studies, documentation, services, construction and Products supplied by DeRegt.

The Buyer is not allowed to alter entirely or partially the Product supplied by DeRegt nor may the Buyer change the trademark or trade name on or of the Products unless otherwise agreed upon writing.

19.2 The Buyer shall indemnify and hold harmless DeRegt from and against all damages, costs, expenses to which DeRegt may be liable as a result of work done in accordance with the Buyer's specification which involves the infringement of any patent or copyright, or misappropriation or misuse of trade secret or other confidential information.

19.3 DeRegt, shall at its own expenses, indemnify and defend Buyer against any claim by a non-affiliated third party alleging that any Product supplied by DeRegt, infringes a valid US or European patent ("Claim") issued prior to the purchase of the Product by Buyer provided that Buyer (i) provides DeRegt with prompt written notice of the Claim; (ii) makes no admission of liability and does not take any position adverse to DeRegt; (iii) gives DeRegt sole authority to control defense and settlement of the Claim and (iv) provides DeRegt with full disclosure and reasonable assistance and cooperation as required to defend the Claim.

DeRegt shall, on the express condition that Buyer fully complies with its obligations set out in this article and acts under DeRegt's direction, pay all direct and final damages awarded against Buyer resulting from the Claim.

Should any Product or any portion thereof become the subject of a Claim, DeRegt may, at its own expense and option either (i) procure the right of Buyer to use the Product; or (ii) replace the Product with equipment that is interoperable with the Product that has substantially the same quality and performance as the Product, but is a non-infringing product; or (iii) modify and/or replace any infringing components of the Product so that it becomes non-infringing; or (iv) take back the Product and refund to Buyer the depreciated purchase price thereof using a (5) five-year life straight line depreciation.

The Parties acknowledge and agree that DeRegt shall have no liability to Buyer where a Claim is served arising from (i) a modification of the Product in accordance with Buyer's specifications; (ii) the combination or use of the Product by Buyer with any other product, even if such product has no substantial use other than as part of such combination or use; (iii) failure by Buyer to implement any update provided by DeRegt that would have prevented the Claim and (iv) unauthorized use of the Product. Buyer agrees to defend, indemnify and hold DeRegt and its Affiliates harmless from and against any liability, loss, cost or expense (including reasonable legal costs), claim, demand, action, proceeding or judgment made against DeRegt and its Affiliates pursuant to any of the above.

This article sets out Parties' exhaustive rights and sole remedy with respect to any Claim, and shall survive delivery of the Product.

20 Compliance

20.1 Trade Compliance - Buyer represents and warrants that the Products will not be used for any purpose associated with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons; nor will they be transferred and/or resold if Buyer knows or suspects that they are intended or likely to be used for such a purpose. Buyer hereby represents and warrants that the Products will not be used in conjunction with transactions with any entity and/or person on the

U.S. and E.U. or other applicable sanctioned, Denied Party, specially designated national or restricted party lists. Buyer will not make any public statement as to the purpose of the present contract.

Buyer represents and warrants to comply with all relevant Export and Trade Laws including, but not limited to:

(a) sanctions and restrictive measures which may target specific countries, industries, activities, entities or persons.

(b) dual use export controls or defence trade controls, – these controls target certain equipment, software, services, technologies, know-how and/or data.

(c) relevant import licences, export licences or other official government authorizations and customs formalities or relevant conditions. Furthermore, Buyer accepts that it will be responsible for obtaining such licences or other authorizations unless otherwise agreed between the Parties. As a consequence, any delivery schedule is subject to the enforcement of all Export and Trade Laws and the obtaining of any licence if any, and DeRegt shall not be liable to Buyer for any delay, damage and loss resulting thereof. The Parties agree to provide each other with any reasonable assistance, in particular for the issue of any document that may be required by relevant administration, to comply with the obligations of this contract and the controls and for this purpose, Buyer will complete the end-user certificate submitted by DeRegt.

In addition, Buyer hereby represents and warrants to fully comply with Article 12g, which was added to Council Regulation (EU) No 833/2014 in the EU's 12th Package (set out in Council Regulation (EU) 2023/2878), under which it is formally prohibited to sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any items, goods and technology that fall under the scope of such Regulation. Buyer shall undertake its best efforts to ensure that the purpose of the present paragraph is not circumvented by any third party and shall accordingly set up and maintain an adequate monitoring mechanism to detect conduct by any third party further down the commercial chain, including by possible resellers, that would not fully comply with the purpose of the present paragraph. Buyer shall immediately inform DeRegt about any non-compliant behaviour that would be detected accordingly. Buyer shall make available to DeRegt any and all information concerning compliance with the obligations under the present paragraph within two weeks upon simple request of such information. Buyer shall adopt similar obligations in the contracts with its clients with respect to the Products.

- 20.2 Ethics - Buyer expressly represents that it is aware of and familiar with the provisions of the anti-corruption laws such as the local laws, United States Foreign Corrupt Practices Act, the laws under the OECD anti-bribery convention or the United Nations Convention (the "Anti-Corruption Laws") and their purposes. Buyer represents and warrants that it will not engage in any activity, practice or conduct which would constitute a violation of the Anti-Corruption Laws.
- 20.3 Record keeping - Buyer shall maintain, during the term of the contract, and for at least 5 years after expiration or termination of the contract, accurate books and records relating to the Buyer's performance of its obligations under the contract, and will permit examination and audit thereof by DeRegt personnel and/or designated representatives at all reasonable times during and after the term of this Contract and upon reasonable written notice.
- 20.4 Any violation of the present clause 20 shall constitute a material breach of an essential element of the contract with the Buyer, and DeRegt shall be entitled to seek appropriate remedies, including, but not limited to termination of the contract with immediate effect if DeRegt concludes in good faith that Buyer has breached any of the representations and warranties hereunder. Buyer shall indemnify, hold harmless and defend DeRegt from and against any liabilities, claims, demands, proceedings, damages, arising directly or indirectly out of or as a consequence of any breach hereto.
- 21 Confidentiality
 - 21.1 The terms of the Proposal and any information regarding DeRegt's Products and services shall be held in confidence by Buyer and this obligation shall survive expiration or termination of the contract. Such confidential information may be released to others only upon written approval of DeRegt or where required by federal, state or local laws, regulations, rules or orders.
- 22 Personal Data protection clause
 - 22.1 To the extent required for the completion of its business' rights and obligations as regards personal data protection, each Party is entitled in compliance with applicable rules to process the personal data of the other Party and its individual representatives and in return, grants the other Party and its individual representatives a right of access, modification, correction and deletion. In this regard, DeRegt reminds its implementation rules of data privacy laws on its website Group at <http://www.sercel.com/Pages/Privacy.aspx>.