

GENERAL TERMS AND CONDITIONS OF PURCHASE**KIREMKO B.V.**

May 2026

Article 1 Definitions**Commissioning:** the process of testing, inspecting, and putting Goods or Services into operation to determine that they function according to agreed specifications.**Confidential Information:** all (business) and financial information, specifications, photographs, drawings, and other documents disclosed by Kiremko.**Defects:** errors and/or deficiencies in Goods and/or Services.**Fitness for purpose:** the extent to which Goods or Services are suitable for the specific purpose intended by the Client, as agreed or reasonably made known.**Goods:** the products to be supplied by Supplier to Kiremko.**Kiremko:** Kiremko B.V.**Parties:** Kiremko and Supplier.**PO:** Purchase Order.**Quotation:** an offer from Supplier to Kiremko for the supply of Goods and/or Services.**Services:** the work to be performed by Supplier for Kiremko.**Set-off:** the right of a party to offset its own claim against the other party with a debt owed to that same party, leaving only the net balance.**Supplier:** the supplier from whom Kiremko receives a quotation or with whom Kiremko enters into an Agreement regarding Goods and/or Services.**Article 2 Applicability****2.1** These General Purchasing Conditions apply to all requests, quotations, and (supplementary) agreements concluded by Kiremko with the Supplier.**2.2** The Supplier's general terms and conditions of delivery, or any other conditions used or referred to by the Supplier, are expressly not applicable.**2.3** Deviations from and/or additions to these General Purchasing Conditions are only valid if expressly agreed in writing, for example in a written agreement, and only apply to the specific Agreement concerned.**2.4** If any provision in these Purchasing Conditions conflicts with a provision in the Agreement, the provision included in the Agreement shall prevail with respect to the conflict.**2.5** If any provision of these Purchasing Conditions is found to be contrary to any statutory regulation or is declared null and void or annulled by a final court decision, the remaining provisions shall remain in full force and effect. The Parties shall then make every effort to replace the invalid or annulled provision with a valid provision that reflects the intention of the original provision as closely as possible.**2.6** If Kiremko does not always require strict compliance with these Purchasing Conditions, this shall not imply that the provisions of these Purchasing Conditions do not apply, nor that Kiremko waives its right to require strict compliance in other cases.**Article 3 Formation of the Agreement****3.1** Unless otherwise agreed between the Parties, the offer or quotation submitted by the Supplier is irrevocable and remains valid for at least 30 calendar days after the date on which Kiremko receives the offer or quotation.**3.2** The Agreement is concluded when the Supplier's offer is accepted in writing (including by email) by Kiremko, or when a written Agreement is signed by both the Supplier and Kiremko. Kiremko is entitled to award parts of the submitted quotation to the Supplier.**3.3** Kiremko is only bound by written purchase orders ("POs") issued by employees of Kiremko who are authorized to do so. Oral commitments, arrangements, or assignments are not binding and cannot be invoked by the Supplier.**Article 4 Modification of the Order****4.1** Kiremko shall notify the Supplier in writing of any changes it wishes to make to the scope and/or nature of the Goods and/or Services to be delivered. Any changes must be agreed in writing between the Parties.**4.2** If, in the Supplier's opinion, a change affects the price or delivery time, the Supplier is obliged to inform Kiremko of this in writing as soon as possible, but no later than within 8 working days from the date of the requested change, and before implementing the change.**4.3** If the Supplier does not (fully) or not timely inform Kiremko in writing of any consequences, such consequences shall be borne entirely by the Supplier.**4.4** The Supplier may not make or implement any changes to the Goods and/or Services to be delivered, nor to the conditions under which they are to be delivered, without Kiremko's prior written consent.**Article 5 Prices****5.1** The prices stated in the Agreement are fixed and binding and include all costs related to the Supplier's fulfilment of its obligations.**5.2** The compensation for the total costs of the Goods and/or related Services to be delivered shall be determined by a fixed amount agreed in writing between the Parties in advance.**Article 6 Delivery and Acceptance****6.1** The Supplier guarantees that the Goods and/or Services conform to what has been agreed.**6.2** Any (additional) work not agreed upon in advance in writing shall be at the Supplier's own cost and risk.**6.3** The time of delivery is deemed to be the moment the purchased Goods are delivered and received by a person authorized by Kiremko, or the moment the Services are completed.**6.4** Unless otherwise agreed, the order shall be delivered to Kiremko using the most cost-efficient shipping method for Kiremko. If the order is delivered to another location, the Supplier must notify Kiremko at least 24 hours prior to the delivery time. If the Supplier fails to do so, all resulting correction costs shall be borne by the Supplier.**6.5** The Goods remain at the Supplier's risk until the moment of actual delivery.

6.6 If an Incoterm has been agreed, Articles 6.4 and 6.5 do not apply.

6.7 Delivery by the Supplier shall take place at the agreed location and at the agreed time or within the agreed delivery period. If Kiremko has not specified a delivery time, the delivery time confirmed by the Supplier to Kiremko shall apply. If a delivery time is exceeded, Kiremko shall issue a notice of default and grant the Supplier a reasonable period to still deliver. If the Supplier fails to deliver within this final period, the Supplier shall be in default.

6.8 The consignment note must be signed upon delivery by an employee of Kiremko authorized to do so. This employee shall confirm the delivered order based on the number of items delivered and shall note any visible defects. Within 8 working days after delivery, Kiremko may notify the Supplier that the delivered order, or any part thereof, does not comply with the specified and agreed specifications. Kiremko is entitled to cancel the entire order or part thereof. Any resulting costs shall be borne by the Supplier.

6.9 As soon as the Supplier knows or should reasonably know that delivery will not take place, will not take place on time, or will not take place properly, the Supplier shall immediately notify Kiremko in writing, stating the circumstances causing the non-performance.

6.10 Unless otherwise agreed, the Supplier is not entitled to perform the Agreement in partial deliveries.

6.11 If Kiremko requests the Supplier to postpone delivery, the Supplier shall, at its own expense, properly package, separate, identify, store, preserve, secure, and insure the Goods for a maximum period of 15 working days.

6.12 Without prejudice to Kiremko's rights under this Article, the Parties shall consult if a situation as referred to in paragraph 8 of this Article occurs, to determine whether and how the situation can still be resolved to Kiremko's satisfaction.

6.13 Kiremko can never be obliged to purchase a minimum volume or to purchase Goods and/or Services from the Supplier on an exclusive basis, unless expressly agreed otherwise in writing by the Parties.

6.14 Performance of the Agreement also includes the delivery of all associated tools and all related documentation, drawings, quality, inspection, and warranty certificates.

6.15 If the Supplier has not received notice from Kiremko within 14 calendar days from the time of Delivery that the Goods and/or Services have not been accepted, they shall be deemed accepted from that moment.

6.16 The Supplier shall package, label, and mark the Goods in accordance with the instructions provided by Kiremko. If no instructions have been provided, the Supplier shall package the Goods in such a way that damage during transport is prevented.

6.17 The Supplier shall deliver only within the delivery windows or time slots specified by Kiremko. Deliveries outside these windows may be refused by Kiremko.

6.18 Partial deliveries are only permitted if they have been approved in advance in writing by Kiremko.

Article 7 Invoicing and Payment

7.1 The Supplier is entitled to invoice after delivery and acceptance by Kiremko of the relevant Goods and/or Services.

7.2 Payment by Kiremko shall be made within 60 days after receipt of the undisputed invoice, unless the Parties have explicitly agreed otherwise in writing. Payment shall not take place before the Goods and/or Services and all associated documentation, such as drawings, quality certificates, and warranty certificates, have been received and approved.

7.3 Each invoice shall contain the legally required information as well as the Kiremko purchase order number as stated in the Agreement.

7.4 If Kiremko has reasonable grounds to suspect that the Supplier is or may be in breach of its obligations, on any basis whatsoever, or if Kiremko requests the Supplier to provide additional data or information, Kiremko is entitled to suspend payments to the Supplier.

7.5 If Kiremko suspends payment for any reason, the Supplier shall not be entitled to claim interest or any other delay-related costs for the period during which payment is suspended. This provision does not apply if Kiremko suspends payment on improper grounds.

7.6 Payment of the invoice as referred to in Article 7.2 shall be made by bank transfer to a bank account designated by the Supplier.

7.7 Payment of an invoice does not constitute acceptance of the delivered Goods or Services, nor does it in any way constitute a waiver of any rights by Kiremko.

7.8 Kiremko is at all times entitled to set off claims it has against the Supplier against any claim the Supplier has against Kiremko, regardless of the legal basis.

7.9 Kiremko only pays invoices that are based on a valid, written purchase order. "No PO, no payment."

Article 8 Transport and Risk

8.1 The method of transport, shipment, packaging, and related matters shall, unless Kiremko has provided specific instructions, be determined by the Supplier in accordance with good supplier practice.

8.2 Transport shall by default take place in accordance with Incoterm DAP Montfoort, unless otherwise agreed. The Supplier must adequately insure itself against transport risks. Transfer of Goods occurs upon signature of the consignment note by an employee of Kiremko authorized to do so.

8.3 At Kiremko's request, the Supplier shall deliver the Goods to an alternative address. Kiremko will inform the Supplier of the procedure for receipt of the Goods at this address.

Article 9 Quality

9.1 The Supplier guarantees that the Goods and/or Services delivered comply with the Agreement and meet the conditions agreed upon, are free from defects, are suitable for the purpose specified by Kiremko, and comply with statutory requirements and (other) government regulations as well as safety and quality standards applicable at the time the Agreement is concluded and performed.

9.2 If and as soon as the Supplier becomes aware of a problem concerning the quality of the Goods and/or Services, the Supplier must immediately inform Kiremko in writing and

provide Kiremko with all relevant information, including production date, quantity, traceability of the Goods and/or Services, and any potential (health) risks associated with the defective Goods and/or Services. In addition, the Supplier shall inform Kiremko of the actions already undertaken and shall prepare a proposal for corrective actions.

9.3 As long as the defective Goods and/or Services have not been repaired or replaced by the Supplier, and the defect is of a material nature, Kiremko is entitled to suspend payment for these Goods and/or Services in whole or in part and/or to claim full compensation for damages.

9.4 If, after consultation with the Supplier, it must reasonably be assumed that the Supplier cannot ensure timely or proper repair or replacement, Kiremko has the right to carry out the repair or replacement itself or have it carried out by third parties at the Supplier's expense.

9.5 If the Goods, regardless of the results of any inspection or control, do not comply with the provisions of Article 9.1, all rights of Kiremko shall remain fully in force.

9.6 Kiremko shall inform the Supplier of the standards the Goods must meet and the certifications the Supplier must hold.

9.7 Upon delivery, the Supplier shall provide all required documentation and certificates, including but not limited to: CE declarations, material certificates (including 3.1 certificates for stainless steel), calibration certificates, and, where applicable, FAT and SAT reports.

9.8 The Goods must comply with all applicable laws and regulations, including the Machinery Directive, CE marking requirements, and food contact regulations where applicable.

Article 10 Warranty

10.1 Unless otherwise agreed in writing, the warranty period is 24 months from the date of commissioning or initial use of the Goods or Services.

10.2 The warranty period commences at the moment the Delivery is deemed accepted, as defined in Article 6.14 of these Purchasing Conditions. If a Defect is identified, the warranty period for the defective Good (minimum 12 months unless otherwise agreed) shall recommence from the moment the Supplier has repaired the defect or replaced the Good.

10.3 All Defects that occur during the warranty period shall be fully remedied by the Supplier free of charge and within a reasonable period set by Kiremko, following Kiremko's initial notification. If the Defects are not remedied within this period, or if facts or circumstances indicate that this period will not be met, Kiremko is entitled to have the work carried out by third parties at the Supplier's expense and risk, without releasing the Supplier from its warranty obligations.

10.4 The Supplier warrants that the Goods are suitable for the use intended by Kiremko ("fitness for purpose"), insofar as this intended use has been communicated to the Supplier.

Article 11 Inspection

11.1 Kiremko is entitled at all times to inspect or have inspected the Goods during production, processing, and storage, as well as after delivery.

11.2 At Kiremko's first request, the Supplier shall grant Kiremko or its representative access to the location where the production, processing, or storage of the Goods (or parts thereof) takes place or is intended to take place. The Supplier shall cooperate fully with the inspection and shall not charge any costs for such cooperation.

11.3 If an inspection as referred to in this Article cannot take place at the intended time due to the Supplier, or if an inspection must be repeated, the resulting costs incurred by Kiremko shall be borne by the Supplier.

11.4 In the event that (part of) the delivered Goods and/or Services are rejected, the Supplier shall ensure repair or replacement of (that part of) the delivered Goods and/or Services within 5 working days.

11.5 If the Supplier fails to comply (in time) with the obligation referred to in the previous paragraph, Kiremko is entitled to procure the necessary Goods and/or Services from a third party, or to take the necessary measures itself or have them taken by a third party, at the Supplier's expense and risk.

11.6 If the Supplier does not collect the rejected delivered Goods within 5 working days, Kiremko has the right to return the Goods to the Supplier at the Supplier's expense.

11.7 Inspection of the Goods by Kiremko does not constitute recognition that the Goods comply with the Agreement.

11.8 Kiremko is entitled to inspect and test the Goods after installation, assembly, or commissioning if defects, faults, or deviations become apparent that could not reasonably have been detected during earlier inspections. Any prior inspection, acceptance, installation, assembly, commissioning, or use of the Goods does not affect Kiremko's rights under the Agreement. The Supplier remains fully liable for defects, faults, or deviations, regardless of any prior inspection, acceptance, installation, assembly, commissioning, or use of the Goods.

Article 12 Confidentiality

12.1 The Parties shall observe strict confidentiality with regard to the (business) information and data provided by the other Party. The Parties shall not, directly or indirectly, in any manner whatsoever (orally, in writing, via social media, through other electronic means, or otherwise) disclose any information made available to them to third parties, except insofar as permitted under the Agreement, required by law, or disclosed with the prior written consent of the other Party.

12.2 The Parties shall safeguard the Confidential Information with at least the same level of protection as they apply to their own confidential information.

12.3 The Parties shall disclose the Confidential Information only to their employees or to (legal) persons engaged by them insofar as necessary for the performance of the Agreement. The Parties shall impose this confidentiality obligation on all persons engaged in the performance of their obligations.

12.4 The Parties are not permitted, without the prior written consent of the other Party, to make any form of publicity regarding the performance of the Agreement, nor to maintain



any direct or indirect contact with the other Party's customers in connection therewith.

12.5 The confidentiality obligation shall remain in force for a period of five years after termination of the Agreement, regardless of the reason for termination.

12.6 Any breach of the confidentiality obligation by a Party and/or its employees and/or any (legal) persons engaged by it shall constitute a breach of the Agreement towards the other Party.

Article 13 Intellectual Property

13.1 Unless otherwise agreed in writing, the Supplier retains the copyrights and all intellectual property rights to the offer made by the Supplier and to the designs, images, drawings, (prototype) models, software, and similar materials provided by the Supplier. In such case, the Supplier hereby grants Kiremko a non-exclusive, unconditional, transferable, royalty-free, and worldwide licence to use the provided offers, designs, images, drawings, (prototype) models, software, and similar materials.

13.2 If the work performed by the Supplier at Kiremko's request in the context of the performance of the Agreement or during the pre-contractual phase results in the creation of the final deliverable, such rights shall, unless expressly agreed otherwise in writing, vest in Kiremko.

13.3 The Supplier shall indemnify Kiremko against any claims by third parties relating to an alleged infringement of such third parties' intellectual property rights. At Kiremko's first request, the Supplier shall assume the defence in any proceedings brought against Kiremko on the grounds of infringement of a third party's intellectual property rights. The Supplier shall also indemnify Kiremko against all damages and costs for which Kiremko may be held liable in such proceedings. In the event of an alleged infringement of a third party's intellectual property rights, the Supplier shall, at its own expense, take all measures necessary to prevent disruption to Kiremko's business operations and to minimise any costs and/or damages incurred by Kiremko as a result thereof.

Article 14 Assignment and Substitution

14.1 The Supplier is not entitled to substitute another party, in whole or in part, for the performance of its obligations under the Agreement without Kiremko's prior written consent.

14.2 If Kiremko grants consent as referred to in Article 14.1, it is entitled to attach conditions to such consent.

14.3 If Kiremko has granted the Supplier permission to engage a third party for the performance of its obligations, Kiremko may withdraw its consent if, in Kiremko's opinion, the third party in any way fails to meet the expectations that may reasonably be placed upon it, or on other reasonable grounds. In such case, immediately following the withdrawal of consent, the Supplier shall perform the obligations itself or have them performed by another third party approved in writing by Kiremko.

14.4 In urgent cases, and furthermore if, after consultation with the Supplier, it must reasonably be assumed that the Supplier cannot or will not perform its obligations under the Agreement, or cannot do so properly or in time, Kiremko is

entitled to require the Supplier to subcontract the performance of the Agreement, in whole or in part, to one or more third parties designated by Kiremko, at the Supplier's expense and risk. This does not release the Supplier from its obligations under the Agreement.

Article 15 Liability and Insurance

15.1 The Supplier is in breach of its obligations towards Kiremko if the Goods and/or Services do not meet the qualifications and warranties described in Article 9, or if the Supplier performs the assignment in a manner that a competent and reasonably diligent supplier, equipped with normal professional expertise, could and should have avoided, and after Kiremko has issued a written notice of default granting a reasonable period to remedy the breach where possible.

15.2 If Kiremko purchases Goods and/or Services for use in one of its projects and the Goods and/or Services contain defects, Kiremko shall not be liable for any costs arising from such defects, including but not limited to damages, personal injury, and consequential damages.

15.3 Kiremko shall not be liable for any damage suffered or incurred by the Supplier, its personnel, or third parties as a result of or in connection with the performance of the Agreement, including safety defects within the meaning of product liability and occupational health and safety regulations in general, and/or any defect in the delivery of Goods and/or Services and/or tools and/or any installation or assembly thereof, or any act or omission by the Supplier, its personnel, or persons engaged by the Supplier in the performance of the Agreement.

15.4 The Supplier shall indemnify Kiremko against claims from third parties, including compensation for damages based on liability as referred to in Articles 15.2 and 15.3, and shall, at Kiremko's first request, reach a settlement with such third parties or defend itself in legal proceedings—either in place of or jointly with Kiremko, at Kiremko's discretion—against such claims.

15.5 For the purposes of Article 15.4, Kiremko's personnel and employees shall also be regarded as third parties.

15.6 For the purposes of Article 15.4, Kiremko's customers who have received (part of) the delivered Goods and/or Services through Kiremko shall also be regarded as third parties.

15.7 The Supplier shall adequately insure itself against the liability referred to in this Article and shall, upon Kiremko's request, provide access to the relevant insurance policy.

15.8 If Kiremko can be held liable, taking into account the foregoing, such liability shall be limited to the insured amount eligible for payment under Kiremko's (business) liability insurance. If the damage is not covered by the insurance or the insurer does not pay out for any reason, liability shall be limited to a maximum of twice the invoice amount of the relevant agreement, but in all cases capped at €5,000.

15.9 Throughout the term of the Agreement, the Supplier shall maintain adequate insurance coverage, including at minimum a business liability insurance and a product liability insurance, with minimum coverage amounts as established in writing by Kiremko or as reasonably required.



Article 16 Force Majeure

16.1 The Supplier is entitled to suspend its obligations insofar as performance of the Agreement is prevented or made unreasonably burdensome due to force majeure, being any of the following circumstances: labour disputes and any other circumstance beyond the control of the Parties, such as fire, war, large-scale military mobilisation, uprising, requisition, seizure, embargo, restrictions on the use of energy, currency and export restrictions, epidemics, natural disasters, exceptional natural phenomena, terrorist actions, as well as defects or delays in deliveries by subcontractors resulting from any of the aforementioned circumstances.

16.2 A circumstance referred to in Article 16.1, whether occurring before or after the conclusion of the Agreement, shall only entitle the Supplier to suspension if its consequences for the performance of the Agreement could not reasonably have been foreseen at the time the Agreement was concluded.

16.3 The Party invoking force majeure shall immediately notify the other Party in writing of the occurrence and cessation of such circumstance. If a Party fails to provide such notice, the other Party is entitled to compensation for additional costs it could have avoided had it received the required notification.

16.4 If force majeure prevents the Supplier from fulfilling its obligations, the Supplier shall compensate Kiremko for costs incurred in securing and protecting the Goods.

Article 17 Termination

17.1 Kiremko and the Supplier may terminate the Agreement prematurely for compelling reasons. In such cases, the Supplier shall be obliged to minimise any damages suffered by Kiremko as a result of the termination, insofar as this can reasonably be required under the circumstances, taking into account, among other things, the recoverability of the associated costs and the grounds for termination.

17.2 If the Supplier fails to fulfil the Agreement concluded between the Parties by not performing one or more of its obligations under the Agreement or any related agreements, or fails to do so on time or properly, as well as in the event of bankruptcy, suspension of payments, cessation of business operations, liquidation, dissolution, shutdown, acquisition, or any comparable situation affecting the Supplier's business, the Supplier shall be in default by operation of law. In such case, Kiremko shall have the right to terminate the Agreement unilaterally, in whole or in part, without notice of default and without judicial intervention, by means of a written notice to the Supplier. Kiremko shall also be entitled to suspend its payment obligations and/or assign performance of the Agreement, in whole or in part, to third parties, without being liable for any compensation, without prejudice to any other rights Kiremko may have, including the right to full compensation for damages.

17.3 All claims that Kiremko has or may obtain against the Supplier in such cases shall become immediately due and payable in full, without any deduction or set-off.

Article 18 Applicable Law

18.1 The Agreement concluded with Kiremko shall be governed exclusively by Dutch law. All disputes between the

Parties relating to the Agreement, including any agreements arising therefrom or relating to these Purchasing Conditions, shall in the first instance be submitted to the competent court in the district of Midden-Nederland.

18.2 The Parties expressly agree that the Vienna Sales Convention (the United Nations Convention on Contracts for the International Sale of Goods, CISG) shall not apply between them.

18.3 Official communications and notices under the Agreement shall be made in writing by e-mail or by registered mail to the contact person designated by the Parties.

18.4 The Agreement may be drawn up in both the Dutch and English languages. In the event of any inconsistency, the English version shall prevail.

Article 19 Transfer of Ownership and Custody

19.1 Ownership of the Goods shall transfer to Kiremko at the earliest of the following moments: (a) delivery, or (b) payment for the relevant Goods.

19.2 If Kiremko makes an advance payment, partial payment, or milestone payment, ownership of the corresponding materials, components, and work-in-progress shall transfer to Kiremko on a pro-rata basis.

19.3 The Supplier shall store, label, and administer these goods separately and clearly identifiable as the property of Kiremko, and shall hold such goods solely in custody ("houderschap") for Kiremko.

19.4 The Supplier may not dispose of, encumber, process, relocate, or use these goods for third parties without Kiremko's prior written consent.

19.5 The Supplier shall insure Kiremko's goods at its own expense against loss, damage, and theft through an insurance policy covering third-party property.

19.6 In the event of a breach, bankruptcy, suspension of payments, or termination of the Agreement, Kiremko shall be entitled to inspect and reclaim these goods. The Supplier shall grant full access for this purpose.

Article 20 Data Protection (GDPR)

20.1 The Supplier shall at all times comply with all applicable data protection laws and regulations, including, at a minimum, the General Data Protection Regulation (GDPR).

20.2 If the Supplier processes personal data on behalf of Kiremko, the Supplier shall act solely on Kiremko's instructions, and a data processing agreement shall be concluded.

Article 21 Code of Conduct and Sustainability

21.1 By accepting the purchase order, the Supplier declares that it will comply with the applicable Kiremko Supplier Code of Conduct.

21.2 Suppliers with an annual procurement volume exceeding the threshold value set by Kiremko are required to provide data for Scope 3 emission reporting.

21.3 If the Supplier fails to meet this obligation, fails to do so on time, or provides incomplete information, Kiremko has the right to suspend the performance of its obligations until the requested data has been fully received, without prejudice to any other rights.



Article 22 Compliance with Laws and Regulations

22.1 The Supplier shall comply with all applicable laws and regulations, including but not limited to sanctions legislation, export control laws, anti-corruption laws, and anti-money laundering regulations.

22.2 A breach of this article constitutes a material default, giving Kiremko the right to terminate the Agreement with immediate effect.

Article 23 Safety, Health and Environment

23.1 The Supplier and its (contracted) personnel shall, when performing work at Kiremko's premises or at the customer's premises, comply with all applicable laws and regulations relating to safety, health, the environment and working conditions, as well as the applicable safety, health and environmental rules in force at Kiremko or, as the case may be, the customer.

23.2 The Supplier warrants that its personnel are demonstrably sufficiently trained and qualified for the work to be performed and are equipped with the required personal protective equipment.

23.3 Incidents, accidents or near-misses must be reported to Kiremko immediately. The Supplier is also obliged to provide full and active cooperation with any investigation, follow-up and corrective measures carried out as a result of such a report.

23.4 If the Supplier's (contracted) personnel fail to comply with the applicable regulations, instructions or obligations referred to in this article, and such failure, in Kiremko's opinion, creates risks to safety, health, the environment or business continuity, Kiremko is entitled to deny such personnel access to the premises with immediate effect and to exclude them from further work. All resulting costs and damages shall be borne by the Supplier.

Article 24 Independent Contractor

24.1 The Supplier acts as an independent contractor. Nothing in the Agreement creates an agency, joint venture, representation, or employment relationship between the Parties.

