

1. DEFINITIONS

- a. **"The Ocean Cleanup"** means Stichting The Ocean Cleanup (company registration number 57262632), with seat in Rotterdam, The Netherlands, or any of its group companies being party to the Agreement.
- b. **"Agreement"** means the purchase order, service agreement or any other agreement relating to goods or services as agreed between The Ocean Cleanup and the Supplier.
- c. **"Goods"** means all goods (including raw materials, liquids, equipment, designs, and pertaining documents) and any part or component thereof or incorporated therein to be supplied as specified in the Agreement.
- d. **"Services"** means the services and all pertaining deliverables to be provided as specified in the Agreement.
- e. **"Supplier"** means the person, corporation or company identified in the Agreement as the supplier of the Goods and/or Services, and any of its affiliates.
- f. **"Parties"** means The Ocean Cleanup and the Supplier.
- g. **"Intellectual Property Rights"** means any intellectual property rights anywhere in the world, whether registered or unregistered, including but not limited to copyrights and related rights, know-how, patents, rights to inventions, database rights, trademarks, trade names, logos, design rights and confidential and proprietary information.
- h. **"Proprietary Information"** means all right, title and interest (including Intellectual Property Rights) relating to any and all works of authorship, technical and business concepts and methods, software and software code, designs, know-how, ideas, deliverables and information made or conceived or reduced to practice, in whole or in part, by or on behalf of Supplier in connection with its performance of the Agreement.
- i. The terms "agreed", "accepted", "consent", "inform", "notify", "instruct" or "notice" and acts of similar meaning are required to be done hand-written, type-written, printed or electronically made, in each case resulting in a permanent record.

2. APPLICABILITY

- a. **Applicability.** These general purchase terms and conditions apply to all agreements, requests for proposal, quotations and purchase orders between Supplier and The Ocean Cleanup.
- b. **Other terms and conditions.** The Ocean Cleanup expressly rejects the applicability of any other general terms and conditions or stipulations of Supplier, unless otherwise agreed upon.
- c. **Agreement prevails.** If the Agreement deviates from these general purchase terms and conditions, the Agreement prevails.

3. AGREEMENT

- a. **Conclusion.** The Agreement will be binding on all Parties upon Supplier's acceptance within three (3) days after The Ocean Cleanup's instruction or proposal. Performance of any part of the Agreement by Supplier will operate as Supplier's unconditional acceptance of the Agreement.
- b. **Changes.** The Ocean Cleanup may make any non-material changes to the Agreement without needing prior consent of Supplier. Any modifications of or comments to the Agreement by Supplier are binding only if accepted by The Ocean Cleanup.
- c. **Termination for default.** If Supplier breaches the Agreement or these general purchase terms and conditions, The Ocean Cleanup may terminate the Agreement immediately without prior notice, in whole or in part, without any compensation to or indemnification of Supplier and without prejudice to any other remedies or right to claim damages. After such termination, The Ocean Cleanup (i) shall return received Goods (in whole or in part) only after repayment by Supplier, and (ii) if reasonable and appropriate in light of the circumstances of the termination, proportionally compensate

Supplier for Services that were already provided.

- d. **Termination or suspension for convenience.** The Ocean Cleanup may terminate or suspend the Agreement, in whole or in part, at any time for any reason upon notice to the Supplier. Any termination or suspension charges, substantiated by Supplier, will be limited to its actual costs incurred to the date of termination or suspension as a direct consequence thereof.

- e. **Termination / cancellation.** If Supplier is in a state of liquidation, has ceased or suspended its business or a substantial part thereof, or is in any similar situation prior to delivery of all Goods and/or the Services, The Ocean Cleanup may at its option and without any compensation to Supplier (i) cancel the Agreement in whole or in part and return the received Goods in whole or in part against repayment of any amounts already paid by The Ocean Cleanup or (ii) terminate the Agreement forthwith, in all cases without prejudice to its right to claim damages.

4. PRICES AND PAYMENT

- a. **Prices.** Supplier shall perform the Agreement against the prices mentioned therein. Prices stated in the Agreement are fixed, and include all taxes, duties, levies, fees, charges, insurances, costs of packaging and delivery in accordance with the Incoterm delivery conditions specified in the Agreement.

- b. **Payment.** Once the Supplier has fulfilled all his obligations under the Agreement, the Supplier will invoice the agreed price to The Ocean Cleanup, after which The Ocean Cleanup will pay within 45 days after receipt of the correct and undisputed invoice.

- c. **Set-off.** The Ocean Cleanup may set off any payment obligations to Supplier with any claims it has on Supplier. Supplier may not set off any payment obligations to The Ocean Cleanup with any alleged claims it has on The Ocean Cleanup.

5. GOODS AND SERVICES

- a. **Specifications Goods.** Supplier warrants and shall procure evidence that the Goods (i) will be and remain suitable for The Ocean Cleanup's intended use and (ii) are delivered at the agreed time and place and in accordance with the Agreement.

- b. **Requirements Services.** Supplier shall perform the Services (i) in accordance with the requirements and specifications of the Agreement, and (ii) observing the exercise, care, degree of skill, workmanship, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced Supplier. Supplier warrants that the Services will be and remain suitable for the purpose for which The Ocean Cleanup intends to deploy them.

- c. **Regulations.** Supplier warrants that all Goods (including the transfer thereof) and Services comply with all applicable laws, standards and regulations, including registration, export, transport (such as the transport conditions set out in the ADR/IMDG code, the VLG or the IATA), packaging, safety, health and environmental regulations and industry and professional standards. Supplier shall timely obtain all licenses, permits and other documents, which are necessary to the performance of the Agreement.

- d. **Instructions.** Supplier shall timely inform and instruct The Ocean Cleanup of any special handling, storage, transportation, treatment, use or maintenance of the Goods and/or the Services required for or beneficial to the safety, health and environment of The Ocean Cleanup, its employees or other persons concerned.

- e. **Completeness.** Items not specified in the Agreement but necessary for the proper, safe and efficient use, operation, construction or maintenance of the Goods and Services and for the fulfilment of Supplier's warranties are deemed to be included in the Agreement. Supplier shall supply these items at no extra cost.

- f. **Intellectual property.** Supplier warrants that no Goods and/or Services or any other information and items used by Supplier in the performance of the Agreement will result in or give rise to any infringement or misappropriation of any Intellectual Property Rights of a third party. The Ocean Cleanup will not be required to obtain any consents, licenses or any other similar form of approval from a third party for Supplier's performance of the Agreement. The Ocean Cleanup will own all Proprietary Information and Supplier agrees to promptly disclose and provide all such Proprietary Information to The Ocean Cleanup. Effective immediately upon acceptance of the Agreement, Supplier hereby transfers and assigns to The Ocean Cleanup, which transfer and assignment The Ocean Cleanup accepts, Supplier's current and future rights and title in the Proprietary Information. Supplier confirms that the prices in the Agreement constitute adequate and reasonable consideration for the transfer and assignment and that it will not receive any additional monetary or other consideration for the same. Supplier shall assist The Ocean Cleanup to further evidence, record and perfect such transfer and assignment, and to perfect, obtain, maintain, enforce, and defend any rights assigned. Supplier waives, to the extent allowed by mandatory law, its moral rights in the Proprietary Information and warrants that its employees and contractors have assigned all rights to the Proprietary Information and waived, to the extent allowed by mandatory law, their moral rights in the Proprietary Information.

- g. **Transfer of ownership.** The legal and beneficiary ownership of any Goods will transfer to The Ocean Cleanup as soon as the Supplier obtains them from third parties, starts to manufacture them, or acquires them by specification, whichever is earlier, as of which Supplier will hold these Goods for The Ocean Cleanup until delivery. The Supplier shall mark these Goods as being the property of The Ocean Cleanup. In case of damage to the Goods prior to delivery, The Ocean Cleanup is entitled to any compensation from third parties or under any insurance policy, notwithstanding its recourse against Supplier. This transfer of ownership does not affect any obligation or liability of Supplier in respect of the Goods pursuant to the Agreement, these general purchase terms and conditions or otherwise. If any goods or materials are provided by The Ocean Cleanup, The Ocean Cleanup will remain the owner. To the extent possible, the Supplier shall mark them as being the property of The Ocean Cleanup, store them in a suitable storage and keep them separated from other goods or materials.

- h. **Dual-use Goods.** If the Goods are subject to export control legislations or regulations, whether in the European Union, the United States or elsewhere, relating to so-called 'dual-use goods' (i.e. goods identified as having a potential military application), the Supplier shall immediately and continuously inform The Ocean Cleanup [of this and of the status of the Goods.]

6. DELIVERY / SUPPLY

- a. **Conditions.** The Goods must be delivered DDP (*Delivery Duty Paid*) to the site of The Ocean Cleanup as defined in the latest version of Incoterms as issued by the International Chamber of Commerce.

- b. **Time.** Since timely delivery and supply are of the essence for The Ocean Cleanup, any delay is a material default.

- c. **Foreseeable delay.** Supplier shall immediately notify The Ocean Cleanup of any foreseeable delay and submit its proposal indicating the measures Supplier will take to avoid or make up for the delay.

- d. **Packaging.** Delivery of the Goods must be effected in adequate packaging commensurate with the required mode of transportation, handling and storage of the Goods. All wooden transportation packages shall be transferred in

- in accordance with the ISPM 15 (the *International Plant Protection Convention*). Handheld packages may not weigh more than 23kg. Any items over 23kg must be packed suitable for lifting by mechanical aids, such as pallet trucks, forklifts and cranes. At the request of The Ocean Cleanup, Supplier will take back packaging materials at its own costs.
- e. **Access.** If necessary for the performance of the Services, The Ocean Cleanup shall afford Supplier's personnel reasonable access to The Ocean Cleanup's premises or project locations, unless it notifies Supplier immediately of its reason to refuse access.
- 7. PERFORMANCE**
- a. **Inspection.** In order to assure that the Goods and/or Services will comply with the Agreement, Supplier will give The Ocean Cleanup or a nominee the opportunity to inspect the Goods and/or the performance of the Services at any time and place during and after the performance of the Agreement, either at Supplier's location or wherever else the Goods and/or Services may be manufactured, produced or stored.
- b. **Testing.** Supplier shall diligently and continuously control and test the quality of the Goods and/or Services. At The Ocean Cleanup's request, Supplier must timely provide a sample of the Products and/or Services. Supplier shall timely notify The Ocean Cleanup of all tests to be performed by Supplier. The Ocean Cleanup or a nominee may attend these tests.
- c. Performance or non-performance of any inspection, check or test does not relieve Supplier of any obligation, warranty or liability towards The Ocean Cleanup.
- d. **Acceptance.** Payment, use or (re)sale of the Goods and/or Services by The Ocean Cleanup does not imply acceptance thereof. Final, partial or conditional acceptance of the Goods and/or Services will only be binding upon The Ocean Cleanup's confirmation.
- e. **Remedies.** If the Goods and/or Services are not in conformity with the agreed specifications or The Ocean Cleanup's reasonable expectations, The Ocean Cleanup may, at no extra cost for The Ocean Cleanup, choose between:
- having the non-conformity corrected by the Supplier, and if Supplier fails to comply, by a third party;
 - replacement of the Goods and/or the Services by the Supplier;
 - payment of costs by Supplier to replace the Goods and/or the Services with equivalent Goods and/or Services; or
 - termination of the Agreement in whole or in part and return of the Goods in exchange for re-payment of any fees paid by The Ocean Cleanup,
- all without prejudice to The Ocean Cleanup's rights to claim damages and other compensation.
- f. **Warranty period for Goods.** Supplier shall repair or replace any Goods that not properly function within a period of two years after the date of acceptance or the date of first operational use, whichever date is later. Repaired or replaced Goods or parts thereof will be warranted by the Supplier for another period of two years from the repair or replacement date. The warranty period shall be extended by any period during which the Goods have been out of operation or use or their first operational use has been delayed as a result of a defect to which this warranty applies. During the warranty period Supplier shall, upon notification by The Ocean Cleanup, repair at its own expense and risk all existing or subsequently occurring defects of the Goods or replace the Goods, to The Ocean Cleanup's satisfaction promptly upon receipt of the notification.
- g. **Warranty period for Services.** Supplier shall re-supply any Service which results are insufficient or non-conforming and shall repair or re-supply any such deliverable, which is not properly functioning or is otherwise defective, within a period of two years after the date of acceptance. During the warranty period Supplier shall, upon notification by The Ocean Cleanup, repair or re-supply to The Ocean Cleanup's satisfaction, at Supplier's own expense, any non-conforming or insufficient Services and shall assume the risk of all Services required to remedy the existing or subsequently occurring defects, insufficiencies and non-conformities of the Services, promptly upon receipt of the notification or at a point in time mutually agreed by the parties.
- h. **Pollution.** The Supplier shall avoid pollution of the soil and the groundwater and limit air and noise pollution on The Ocean Cleanup's site and the industrial area The Ocean Cleanup's site is located on in its performance of the Agreement. The Supplier shall immediately notify The Ocean Cleanup of any incident of pollution, regardless of how it started or was caused. Supplier shall immediately take all measures to clean up, isolate or prevent any additional build-up of such incident. Supplier will be liable for any damages of The Ocean Cleanup resulting from pollution.
- i. **Instructions.** Supplier shall observe The Ocean Cleanup's local instructions, site regulations and site access regulations.
- j. **Force Majeure.** In case of force majeure (clause 6:75 Dutch Civil Code) on the part of either The Ocean Cleanup or Supplier, a Party may fully or partly suspend performance of the Agreement for as long as the situation of force majeure continues, without either The Ocean Cleanup or Supplier being liable for payment of any compensation to the other party. If the force majeure situation is reasonably expected to continue for more than three months, or has already lasted for three months, The Ocean Cleanup may terminate or cancel the Agreement in whole or in part upon notice to Supplier. Late availability of materials, labour or utilities to Supplier is no force majeure, regardless of the reason.
- 8. ASSIGNMENT**
- a. **Assignment by Supplier.** Supplier cannot assign or subcontract the Agreement, in whole or in part, to any third party without The Ocean Cleanup's prior consent. Such consent will not relieve Supplier of any of the obligations or duties under the Agreement and these terms and conditions.
- b. **Assignment by The Ocean Cleanup.** The Ocean Cleanup may assign the Agreement or any part thereof or any right, benefit or interest thereunder to its affiliates without Supplier's consent.
- 9. COMPLIANCE**
- a. **Compliance.** Supplier shall act in accordance with all applicable laws and regulations. Supplier shall also act in accordance with The Ocean Cleanup's policies and guidelines provided by The Ocean Cleanup to Supplier.
- b. **Code of Conduct.** Supplier shall act in accordance with The Ocean Cleanup's Supplier Code of Conduct. If Supplier acts in The Ocean Cleanup's view contrary to The Ocean Cleanup's Supplier Code of Conduct, The Ocean Cleanup may at its option and without any compensation to Supplier immediately terminate or rescind the Agreement in part or in full, in all cases without prejudice to its right to claim damages.
- c. **Anti-corruption.** Supplier shall conduct its business in compliance with applicable anti-corruption laws. Supplier warrants that it has taken adequate measures to promote and achieve compliance with such laws. Supplier warrants that (i) neither it, nor its directors, officers or employees have offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind, whether directly or indirectly, in any way connected with the Agreement, and (ii) it will continuously take reasonable measures to prevent subcontractors, agents or any other third parties from doing so.
- 10. LIABILITY AND INDEMNITY**
- a. **Liability.** The Ocean Cleanup will not be liable for any damage suffered on the part of Supplier, unless the damage results from intent or wilful recklessness exclusively on the part of The Ocean Cleanup's executive staff.
- b. **Lapse of claims.** All claims of Supplier against The Ocean Cleanup in connection with the Agreement will lapse after one year as of the date on which the relevant obligation fell due under the Agreement or the event occurred that caused the damage.
- c. **Indemnification.** Supplier will indemnify The Ocean Cleanup against all claims from third parties in connection with the Agreement, unless Supplier demonstrates that the claim of a third party is unrelated to any circumstance that falls within the Supplier's scope of risk.
- 11. MISCELLANEOUS**
- a. **Insurance.** Supplier shall maintain insurance policies that are appropriate to cover the risks connected with the Agreement, including general commercial, product, transport, environmental and automobile liability policies. At the request of The Ocean Cleanup, Supplier will provide the insurance certificates evidencing Supplier's coverage and keep The Ocean Cleanup informed of any changes. Supplier shall maintain these insurances until the Goods or Services are delivered to and accepted by The Ocean Cleanup.
- b. **The Ocean Cleanup's Intellectual Property Rights.** Supplier is not entitled to make use of or refer to any Intellectual Property Rights of The Ocean Cleanup or any of its affiliates without The Ocean Cleanup's prior consent.
- c. **Confidentiality.** All information disclosed to or developed by the Supplier in connection with the Agreement, including information regarding The Ocean Cleanup's projects and strategies, specifications, drawings, sketches, data or other documentation, will be treated by Supplier as confidential information. Supplier shall not use this information for any other purpose than for the performance of the Agreement, and will only communicate and distribute it to Supplier's employees who need to be informed. Supplier shall ensure that these employees are bound by confidentiality obligations that offer at least the same level of protection as agreed upon between The Ocean Cleanup and Supplier. At The Ocean Cleanup's request Supplier shall sign a separate agreement on confidentiality and non-use of information.
- d. **External publication.** Supplier may not refer to the Agreement or its relationship with The Ocean Cleanup in external communications without the prior consent of The Ocean Cleanup.
- e. **Severability.** If any provision of the Agreement or these terms and conditions should be or become ineffective or invalid for whatever reason, the other provisions will not be affected. Parties will replace the ineffective or invalid provision with a valid provision which achieves as closely as possible the purpose of the ineffective or invalid provision.
- 12. GOVERNING LAW AND DISPUTES**
- a. **Governing law.** The Agreement, these purchase terms and conditions, and any non-contractual obligations in connection with it, are governed exclusively by Dutch law, with the exclusion of the Vienna Convention on Contracts for the International Sale of Goods.
- b. **Disputes.** The Rotterdam District Court has exclusive jurisdiction to settle all disputes in connection with the relation between Supplier and The Ocean Cleanup as set out in the Agreement, including disputes concerning its existence, validity and any non-contractual obligations.