

# Purchase Terms and Conditions



## 1. Applicability

1.1 The Purchase Terms and Conditions apply to every Contract and every negotiation regarding a Contract between AOC and a Supplier. Terms and conditions used or referred to by Supplier are not applicable.  
1.2 The specific provisions relating to the purchase of Goods (clause 15) apply in addition to the other provisions of the Purchase Terms and Conditions on any Contract that includes any obligation resting on Supplier to deliver Goods, the specific provisions on the purchase of Services (clause 16) on any Contract that includes any obligation resting on Supplier to provide Services. If Deliverables can be qualified both as Goods and Services, both the specific provisions relating to the purchase of Goods and the specific provisions relating to the purchase of Services apply.

## 2. Ordering process and conclusion of a Contract

2.1 Negotiations between AOC and a Supplier do not lead to any obligations on the side of AOC unless a Contract is concluded. No Contract is concluded unless AOC issues a Purchase Order. Variations of the Contract shall not be effective unless recorded in a Change Order.  
2.2 A Contract is concluded or amended:  
after receipt by AOC of a signed version of the PO Acknowledgement, or, after acceptance of the Purchase Order and any subsequent Change Order by Supplier in any other way. Commencement of performance by Supplier of the Purchase Order or Change Order, if known to AOC, is considered an acceptance of the Purchase Order.  
2.3 AOC is no longer bound by a Purchase Order if it is revoked by AOC or if it is not accepted by Supplier within the Acceptance Term. If Supplier accepts the Purchase Order after it is revoked or after the Acceptance Term has expired, the acceptance by Supplier will be considered as an offer from Supplier.  
2.4 The Purchase Order, together with the Purchase Terms and Conditions and any subsequent Change Order, including, any technical data, specifications, standards, drawings, designs and the like and cascading documents in all of the foregoing, attached to and/or referenced in the Purchase Order or any subsequent Change Order, contain all the terms and conditions applicable to the Contract and supersedes any prior correspondence, proposals or agreements written or oral, not set forth in the Purchase Order. Any additions, limitations, or other modifications to the Purchase Order set forth in Supplier's quotation, acceptance or otherwise shall be of no force or effect unless set forth in the Purchase Order or a subsequent Change Order.  
2.5 In case of a difference between the Purchase Terms and Conditions and other documents forming part of the Contract, the Purchase Order takes precedence over the Purchase Terms and Conditions, while the Purchase Terms and Conditions take precedence over any other document, unless the Purchase Order explicitly stipulates otherwise.

## 3. Changes

3.1 At any time, AOC may change the Purchase Order by written notice. Changes may include (without limitation) changes in the technical aspects or quantity of the Deliverables, method of shipment or packing, inspection standards and Delivery Address. If a change affects the purchase price or Delivery Date, AOC and Supplier shall mutually agree upon an equitable adjustment in the same. The change, and any such adjustments, shall be set forth in a Change Order.  
3.2 Unless otherwise agreed in writing, any claim by Supplier for adjustment in the purchase price or Delivery Date must be received by AOC, in writing, within thirty (30) days following receipt by Supplier of any direction from AOC which Supplier believes constitutes a change, and, in any case, before the change will be executed, in the absence of which any claim on the side of Supplier for an increase of the purchase price or postponement of the Delivery Date will expire. Supplier shall make available, for examination by AOC, any relevant documentation supporting Supplier's request for adjustment.

## 4. Suspension or cancellation for AOC's convenience

4.1 AOC may suspend performance of all or any part of a Contract for its convenience by giving Supplier written notice specifying the part to be suspended and the effective date of such suspension. Supplier shall suspend all activity on the suspended part of the Contract on the effective date of suspension and take all action necessary to preserve and protect materials, work in progress, completed Deliverables and related plans and drawings. AOC shall reimburse Supplier (taking into account possible legal restrictions that may apply), subject to audit, unavoidable costs incurred as a direct result of such suspension (including reasonable costs incurred in preserving and protecting materials, work in progress, completed Deliverables and related plans and drawings), as well as any such costs of reassembling personnel and equipment when performance is resumed.  
4.2 AOC may cancel all or any part of a Contract for its convenience by giving Supplier written notice of such cancellation. Supplier shall cease all activity on the cancelled part of the Contract on the effective date of cancellation and take all action necessary to preserve and protect materials, work in progress, completed Deliverables and related plans and drawings. AOC shall pay Supplier, (taking into account possible legal restrictions that may apply), subject to audit, unavoidable costs incurred as a direct result of such cancellation (including reasonable cancellation charges actually paid by Supplier to its sub-suppliers and reasonable costs incurred in preserving and protecting materials, work in progress, completed Deliverables and related plans and drawings) plus a reasonable allowance for profit on work performed to the date of cancellation.  
4.3 However, in no event shall the amounts payable to the Supplier for cancellation under this clause 4 exceed the total purchase price of the Contract less payments otherwise made to and amounts otherwise realized by Supplier through the sale, transfer or other disposition or use of materials related to the cancelled part of the Contract and as further reduced by the purchase price of any part of the Contract not cancelled.

## 5. Cancellation for cause

5. AOC has the right to terminate the Contract with immediate effect by written notice without liability to Supplier and without prejudice to AOC's right to claim for damages:  
(a) if Supplier commits any material breach of the Contract, including (but not limited to) any fault or neglect on Supplier's part to apply for and diligently obtain any license required to export the Goods by the country of origin and/or export of the Goods (unless AOC or any party other than Supplier is required to apply for and obtain the export licenses pursuant to Foreign Trade Regulations), and Supplier's failure to diligently and correctly inform AOC of any export prohibition or authorization requirements in relation to supply outside the European Union (EU) and between EU Member States, where applicable;  
(b) if Supplier is declared bankrupt ("failliet") or is granted a suspension of payments ("surseance van betaling"), or if an arrest is made on any asset of Supplier, or if any analogous event takes place with respect to Supplier or if a request is made to achieve any of the foregoing, or if Supplier enters into or offers an arrangement with its creditors or takes or suffers any similar action;  
(c) if AOC has other reasons to believe Supplier will not meet its financial obligations;  
(d) if Supplier is dissolved or if its business is transferred, in whole or in part, liquidated, wound up or discontinued or located abroad or if any change occurs in the control over Supplier, whether directly or indirectly, or if Supplier is involved in or subject of a merger, spin-off or split-up, or if any decision is taken implying any of the foregoing;  
(e) if transactions with Supplier become prohibited or restricted under Foreign Trade Regulations, either because the Supplier itself is restricted or the transaction would otherwise cause AOC to violate the Foreign Trade Regulations.

## 6. Terms of payment; prices

6.1 AOC shall pay Supplier within thirty (30) days after delivery of the Goods or after the Services have been provided and after receipt by AOC of Supplier's invoice in accordance with clause 6.2. Any agreed cash discount period offered by Supplier shall begin at the same time.  
6.2 Each invoice shall be provided in full accordance with the invoice instructions in the Purchase Order. Invoices shall be submitted along with any relevant certificates of origin, time reports signed-off in accordance with clause 16.3.3 and receipts for reimbursable expenses, all if required.  
6.3 AOC is only in default after sufficient written warning and after AOC is given an additional period of time to perform or remedy. If AOC is in default, no higher interest will apply than the statutory interest of article 6:119 of the Dutch Civil Code. Supplier is not allowed to offset any amount owed by AOC to any amount payable by AOC or to suspend performance of any of its obligations under any Contract with AOC.  
6.4 AOC shall pay Supplier in the currency of Supplier's country unless a different currency is specified in the Purchase Order. Payment is subject to applicable exchange control regulations and Foreign Trade Regulations. Unless the Purchase Order stipulates otherwise, all prices are inclusive of:  
(a) all applicable taxes and duties;  
(b) all costs, including costs of transport, insurance, delivery, packing, instruction and service;  
(c) with regard to Goods: delivery DDP (Incoterms 2020) at the Delivery Address;  
(d) with regard to Services: all necessary labor, materials, expenses, tools and equipment to complete the work.

6.5 All taxes arising out of this transaction shall be borne by Supplier. Supplier warrants that the purchase price is in accordance with applicable government pricing regulations and is exclusive of import tariffs and other taxes not levied on export orders.

## 7. Group Companies as beneficiary

7.1 Supplier understands that AOC in most cases is contracting with Supplier for the purchase of Goods and Services for ultimate sale to and use by Group Companies.  
7.2 Any damages suffered by Group Companies in relation to a Contract are considered damages suffered by AOC, including damages such as the imposition of fines by a competent government authority suffered as a result of any violation of Foreign Trade Regulations caused by incomplete, incorrect or lacking information from Supplier. AOC can claim for such damages on behalf of the relevant Group Company or Group Companies.  
7.3 For the avoidance of doubt: the provisions of this clause 7 do not constitute a direct contractual relation between Supplier and any Group Company; the Contract is between Supplier and AOC.

## 8. Inspection; audit; reporting

8.1 AOC shall have the right to inspect the Deliverables, test or witness Supplier's tests of the Deliverables, and otherwise review Supplier's performance prior to delivery and acceptance of the Deliverables. AOC furthermore has the right to enter the jobsite at any time for the purpose of inspection of the work. AOC shall exercise such right at reasonable times and in a manner which does not unreasonably interfere with Supplier's operations. AOC's exercise of such right (including any approval of Supplier's drawings or approval of the Goods for shipment) or waiver of the same shall not relieve Supplier of any of its obligations under the Contract nor constitute acceptance of the Deliverables. AOC reserves the right to appoint a third party to execute its rights.  
8.2 If Supplier receives or processes any Confidential Information from AOC or any Group Company, or if any payment to Supplier is based on a specification of time or materials spent by Supplier, AOC or any firm of auditors appointed by AOC has the right (on reasonable notice and during normal working hours) to audit Supplier's compliance with its obligations under the Contract in relation to the Confidential Information or the correctness of the specification(s). When carrying out the audit AOC shall take reasonable steps to minimize disruption to Supplier's business. For this purpose, Supplier shall maintain books and records and any other documents sufficient to accurately and properly reflect confidentiality and specifications of time and material as well as cost, for AOC's access.  
8.3 Supplier shall, until completion of the Contract, inform AOC in detail of the progress of the performance of the Contract and, if relevant, of the development of costs, by reporting at least once a month.

## 9. Intellectual Property Rights

9.1 Any property right and Intellectual Property Right in any document, file or information provided by AOC or any Group Company to Supplier shall remain vested in AOC or the relevant Group Company.  
9.2 All property rights and Intellectual Property Rights in documents, texts, designs, drawings, formulae, calculations, data, computer programs (including source codes) and files or the like prepared by or on behalf of Supplier for AOC or in relation to the Contract, shall vest in AOC.  
9.3 All property rights and Intellectual Property Rights in know-how, inventions, processes, formulae or technology developed or generated by or on behalf of either party in relation to the execution of the Contract, including any related documents, texts, designs, drawings, calculations, computer programs, source codes and files shall vest in AOC.  
9.4 For as far as necessary to facilitate the full use of the Deliverables, Supplier transfers the rights mentioned in clauses 9.1, 9.2 and 9.3, or procures for these rights to be transferred to AOC.  
9.5 Supplier guarantees that the Deliverables do not infringe any Intellectual Property Right or any other right of any third party, either in the country of manufacture, the country where the Delivery Address is situated or the Country of Destination. Supplier agrees to defend, indemnify and hold harmless AOC and its Group Companies against any and all liability, loss or expense arising out of any claim relating to the infringement of any Intellectual Property Right or other right of any third party.  
9.6 For as far as necessary Supplier grants or procures for AOC and any Group Company a perpetual, royalty free, non-exclusive license (right to use) regarding any Intellectual Property Right necessary to facilitate the full use of the Deliverables.

## 10. Confidential Information

10.1 Supplier shall safeguard and treat as confidential, and shall not divulge any of the Confidential Information to anyone other than employees and officers of Supplier who necessarily require this information for the performance of the Contract and any persons designated in writing by AOC and shall only use the Confidential Information for as far as necessary for the conclusion and the performance of the Contract.  
10.2 Should Supplier or any of its suppliers' desire to publish or release any publicity or public relations material of any kind concerning or relating to the Contract or to Supplier's or its suppliers' activities in connection with the Contract, Supplier shall first submit such material to AOC for review. Supplier shall not publish or release, and shall ensure that its suppliers do not publish or release, any such material without AOC's prior written approval.  
10.3 Supplier shall not transmit, disclose, ship, export, or re-export either directly or indirectly any of the Confidential Information to any destination to which the transmission, disclosure, shipment, export or re-export of technical data is proscribed or restricted under applicable laws, including, but not limited to, those of the United States, or the EU and/or any of its Member States (including the Netherlands).  
10.4 Supplier shall obtain identical undertakings from any person who is given access by Supplier to any of the Confidential Information.  
10.5 All Confidential Information shall remain the property of AOC and shall be returned or (for as far as any Confidential Information is stored on any computer system or electronic data carrier) deleted upon AOC's first request.

## 11. Conflict of interest

11.1 Except for customary promotional material and occasional business entertainment, limited in value in any instance to the reasonable cost of a lunch or dinner, Supplier shall not give, directly or indirectly, any money, personal services, credit or other thing of value to AOC or any employee of AOC or Group Companies or to its agents or contractors in order to influence the award of a Contract, its terms, performance, administration, extension or cancellation.  
11.2 By entering into a Contract, Supplier confirms that to the best of its knowledge no such gifts have been made, that it will use its best efforts to ensure that none is made and that it will inform AOC at once should it hereafter learn that any such gift has been made.  
11.3 Any violation of this provision shall constitute a material breach of the Contract which, without prejudice to AOC's right to enforce any other remedy provided by law, shall empower AOC to cancel the Contract and claim damages including, but not limited to, increased costs incurred by AOC as a result of such breach.

## 12. General provisions

12.1 Supplier guarantees that it has complied and will comply with all applicable laws and regulations (including Foreign Trade Regulations) pertaining or relating to the conclusion of the Contract and its performance of any of its obligations under the Contract and any relating activity, including, but not limited to, the processing of any Confidential Information.  
12.2 Supplier may not assign or encumber any of its rights under a Contract, and may not subcontract any of its obligations under a Contract, without the prior written permission of AOC. If AOC consents to the subcontracting of any of Supplier's obligations under a Contract, Supplier irrevocably and unconditionally guarantees to AOC the proper and punctual performance of those obligations by its subcontractor.  
12.3 Supplier in all things undertaken pursuant to the Contract shall be and remain an independent contractor, and the employees of Supplier shall be and remain the employees of Supplier at all times and for all purposes.  
12.4 If any provision of the Contract is or becomes void or unenforceable by law, the remainder shall be valid and enforceable. AOC and Supplier agree to substitute any invalid or unenforceable provision with a valid and enforceable provision which achieves to the greatest extent possible the objectives of the invalid or unenforceable provision. If such substitution is not possible in such way that the Contract, to the discretion of AOC, in all material ways still achieves all of AOC's purposes, AOC is allowed to terminate the Contract by written notice without liability to Supplier.  
12.5 No waiver of a right by either party shall be effective unless made expressly and in writing by such party.  
12.6 The rights of AOC herein are not exclusive and shall not limit AOC's right to avail itself of any other remedy provided by law.  
12.7 Termination of the Contract (or of any element of it) shall not affect any rights, obligations or liabilities of either party which have accrued before termination or which are intended to continue to have effect beyond termination.  
12.8 In case of a dispute between the English text of the Purchase Terms and Conditions and any translation thereof, the English version will prevail.

# Purchase Terms and Conditions



## 13. Liability

13.1 AOC and Supplier shall not be liable towards one another for indirect or consequential damages, including loss of profits, loss of business or goodwill or business interruption.

13.2 Without prejudice to any liability of Supplier under the law, Supplier will be liable, for any damage to or loss of property, including the property of AOC and any Group Company, or injury or death of any person. Supplier shall defend and render AOC and any Group Company harmless for any loss, cost, claim or award resulting from any such damage or injury.

## 14. Choice of law, jurisdiction

14.1 On any Contract the law of the Netherlands shall exclusively apply. AOC and Supplier expressly exclude the application of The United Nations Convention on Contracts for the International Sale of Goods (CISG).

14.2 Any dispute arising out of, under, or in connection with any Contract shall be dealt with exclusively by the competent court in The Hague, the Netherlands, unless AOC and Supplier agree in writing for a specific dispute to be handled through arbitration and agree to the conditions thereof.

## 15. Specific provisions relating to the purchase of Goods

### 15.1 Guarantees

15.1.1 Supplier guarantees that:

(a) the Goods will be delivered on the Delivery Date;

(b) upon delivery to AOC, Supplier shall convey clear title to the Goods free of any lien, encumbrance or security interest;

(c) the Goods shall conform with the specifications and requirements as laid down in the Contract and any additional specifications of AOC, shall be genuine, new, unused and without defects, of high quality and workmanship within generally recognized industry standards, shall comply with all relevant laws and regulations of the country where the Delivery Address is situated and the Country or Countries of Destination, shall not infringe any third party Intellectual Property Right or other right and shall be fit for the purpose or use for which they are bought to the extent such purpose or use is known or reasonably should be known to Supplier;

(d) if the Goods are sold by sample, they shall conform to the sample.

15.1.2 If Goods are found not to conform to the foregoing guarantees at any time within eighteen (18) months following delivery to the port of export or twelve (12) months from commencement of use in the Country of Destination, whichever is earlier, then at AOC's request Supplier shall promptly repair or replace any non-conforming Goods at no cost to AOC. Should Supplier fail to repair or replace non-conforming Goods within a reasonable term to be set by AOC, AOC may repair or replace such Goods either itself or through others and charge the cost thereof to Supplier. In any case, Supplier shall be responsible for any additional costs incurred by AOC in identifying, removing and/or replacing non-conforming Goods, including, without limitation, the costs of any additional inspection, customs duties and transportation costs.

15.1.3 If portions of the Goods are found not to conform to the foregoing guarantees at any time within eighteen (18) months following delivery to the port of export or twelve (12) months from commencement of use in the Country of Destination, whichever is earlier, then AOC may notify Supplier to perform or arrange to perform additional testing and inspection on the remainder of the Goods. In such case, Supplier shall be entitled to no additional compensation for such testing and inspection.

### 15.2 Packing and delivery

15.2.1 If the Goods are not packed and marked in accordance with AOC's packing specifications and marking instructions, as stipulated in the Purchase Order or as otherwise agreed, Goods must be repacked and/or re-marked at the cost of Supplier. Goods supplied against a single line item which consists of more than one component may be assembled or individually packed, but all components shall be delivered at the same time, unless otherwise specified in the Purchase Order.

15.2.2 All shipments and deliveries shall be strictly in accordance with the requirements of the Purchase Order. Supplier shall promptly notify AOC, in writing, of any anticipated or actual delay, the reasons for the delay, and the actions being taken by the Supplier to overcome or minimize the delay. Such notification shall in no way relieve Supplier of its obligations under the Contract.

### 15.3 Title and risk of loss

15.3 Except as provided in clause 15.4, title and risk of loss to the Goods shall pass to AOC when delivered at the Delivery Address.

### 15.4 Risk of loss from non-importability

15.4.1 AOC and Supplier agree that Supplier shall reimburse AOC for any loss (not to exceed the purchase price of the Goods plus cost of transportation, including ocean or air freight to Saudi Arabia) AOC may sustain in the event that the Goods delivered or to be delivered hereunder are not permitted by Saudi Arabia Customs or other governmental authorities to be imported into Saudi Arabia in consequence of its laws or administrative practices. The foregoing clause was adopted as a part of Buyer's Conditions of Purchase prior to 18 January 1978.

15.4.2 Clause 15.4.1 applies similarly for Countries of Destination other than Saudi Arabia.

## 16. Specific provisions relating to the purchase of Services

### 16.1 Guarantees

16.1.1 Supplier guarantees that:

(a) the Services will be provided on the Delivery Date or in the period specified in the Purchase Order, and in accordance with any timetable specified in the Purchase Order;

(b) the Services will be performed in conformity with the specifications and requirements as laid down in the Contract, in accordance with any additional instructions from AOC and in accordance with the highest standards of professionalism, ability and diligence and shall be fit for the purpose or use for which they are purchased to the extent such purpose or use is known or reasonably should be known to Supplier;

(c) the Services will be performed by skillful, capable and qualified personnel;

(d) the Services will comply with all relevant laws and regulations of the country where the Services will be performed and the country or countries where the results of the Services will be used or exported from, including Foreign Trade Regulations, and shall not infringe any third-party Intellectual Property Right or other right;

(e) it shall carry and maintain insurance appropriate for the kind of work to be performed under the Contract and appropriate for the location in which the Contract or any portion of the Contract is to be performed.

16.1.2. If within one year after acceptance of the work AOC advises Supplier of its failure to conform to the guarantees expressed in clause 16.1.1 above, Supplier shall correct such non-conformity at no expense or cost to AOC. If Supplier fails to correct the non-conformity within a reasonable term to be set by AOC, AOC may correct such non-conformity either itself or through others and charge the cost thereof to Supplier.

### 16.2 Use of facilities and materials

16.2.1 Supplier will use any place of work and materials, parts and equipment supplied to it in accordance with any instructions of AOC and/or the owner. Supplier will at all times keep the place of work clean and orderly and shall dispose of trash as instructed.

16.2.2 Supplier will immediately vacate the place of work and return the materials, parts and equipment supplied to it at the first request of AOC.

16.2.3 Title in all materials, parts and equipment supplied to Supplier shall remain vested in AOC, a Group Company or any other original owner at all times regardless of whether said items remain inseparable or not; said items can at any time be reclaimed and repossessed. Supplier waives any lien and claim Supplier might have or demand of whatsoever nature and kind against AOC. Supplier shall reimburse AOC in an amount equal to the full value of said items as determined by AOC in the event of any loss or damage to said items when in Supplier's possession, force majeure not excepted.

### 16.3 Man-hours

16.3.1 If the remuneration for the Services is calculated based on man-hours, the remuneration will be calculated based on the actual time spent directly on the Services, multiplied by the rate specified in the Purchase Order. Indirect time, such as time spent on travel or preparation, can only be billed if specified in the Purchase Order.

16.3.2 If the Purchase Order provides for compensation of travel time, the compensation will be calculated based on the actual time spent with a maximum of eight (8) hours a day and (for travel to and from Saudi Arabia) with a maximum of one (1) day for flights from and to Europe and a maximum of two (2) days for flights from and to the United States or the Far East.

16.3.3 Time reports must, during the work, be submitted to and signed-off by an authorized AOC officer or a Group Company officer designated by AOC.

### 16.4 Reimbursable Expenses

16.4 Reimbursable expenses must be approved by AOC in writing in advance. All expenses must be supported by receipts. AOC will only reimburse costs at reasonable tariffs. No reimbursement is possible if AOC or Group Companies also offer the relevant facilities (such as meals, transport or lodging) in kind. When applicable, costs will be reimbursed based on standard tariffs applied by AOC or Group Companies. Air travel reimbursements will be at coach fares and based on the most direct route, unless agreed otherwise in the Purchase Order.

### 16.5 Personnel

16.5 Supplier shall be fully responsible for compliance with all applicable laws (including Foreign Trade Regulations) and tax regulations regarding the employment of its personnel and any natural person it involves in the provision of the Services. Supplier's employees and any natural person involved in the provision of the Services will at all times comply with all applicable laws and regulations and with the safety and personnel regulations and instructions of AOC and Group Companies. Supplier indemnifies AOC, and holds AOC harmless, for any claim from Supplier's employees and other natural persons involved in the provision of the Services and for any damage and/or cost caused by or related to Supplier's employees and other natural persons involved in the provision of the Services.

## 17. Economic Sanctions and Export Controls

17.1 Each Party shall comply with Applicable Economic Sanctions and Export Control Laws and Regulations (including, but not limited to, any related end-use or end-user restrictions). Accordingly, each party shall obtain all necessary government licenses, or other authorization necessary to export ordered Services and/or Goods from the country of origin and/or export to Country of Destination and ultimate beneficiary, and shall provide the other party with all relevant information to comply including copies of any authorizations obtained, proof of origin, and any inquiries from competent authorities.

17.2 Supplier shall not deliver any Export Controlled Items to AOC without prior notification and written consent of AOC.

17.3 Supplier shall ensure that no personnel, subcontractor, or subcontractor personnel involved in a Contract is a restricted party or otherwise subject to sanctions under Applicable Economic Sanctions Laws and Regulations. Supplier shall also ensure that its personnel and subcontractors and their personnel comply with all Applicable Economic Sanctions and Export Control Laws and Regulations. Supplier shall immediately notify AOC, in writing, if personnel, subcontractor, or subcontractor personnel involved in a Contract becomes listed as a restricted party or otherwise subject to sanctions under Applicable Economic Sanctions Laws and Regulations. Supplier shall immediately notify AOC, in writing, if it has had its export privileges denied, suspended, or revoked.

17.4 Supplier shall comply with the "Economic Sanctions and Export Controls Instructions" to Supplier in the Purchase Order.

17.5 Supplier shall at all times during and after the term of a Contract indemnify AOC and keep AOC indemnified in full on demand against any and all liabilities, losses, damages, costs, claims, demands, fines, actions or proceedings awarded against, suffered, incurred or paid by AOC (howsoever arising), arising from or in connection with a breach by Supplier of its obligation under this clause 17.

## 18. Definitions

18.1 Acceptance Term: fifteen (15) days after AOC has issued the Purchase Order, or any other term indicated in the Purchase Order.

18.2 AOC: Aramco Overseas Company B.V., established in The Hague, the Netherlands.

18.3 Confidential Information: any information disclosed, whether in writing or otherwise, by AOC or any of its Group Companies to Supplier and any information Supplier receives or gets access to during negotiations with AOC or any of its Group Companies or during the performance of any Contract including, without limitation, all information relating to the Contract, the facilities, equipment, operations, processes, procedures, techniques, plans, projections or intentions, product information, know how, trade secrets, market operations and business affairs of AOC or any of its Group Companies, and any of its directors, employees, partners, customers and other contacts and including any personal data. Any know how, invention, process, or technology developed or generated by either party in relation to the execution of a Contract, including any related documents, texts, designs, drawings, calculations, computer programs and files is also included under Confidential Information.

18.4 Change Order: a document setting out amendments to a Contract, issued by an authorized representative of AOC.

18.5 Contract: a contract between AOC and a Supplier relating to the delivery of Goods and/or Services by Supplier.

18.6 Country of Destination: the country or countries where the Goods will ultimately be shipped to and/or used by AOC or Group Companies. If no Country or Countries of Destination is specified in the Purchase Order, Country of Destination includes Saudi Arabia.

18.7 Deliverables: Goods and/or Services to be provided by Supplier under a Contract.

18.8 Delivery Address: the delivery address indicated in the Purchase Order. If no delivery address is indicated in the Purchase Order, the address to be specified by AOC.

18.9 Delivery Date: the delivery date specified in the Purchase Order or, if no delivery date is specified, the date to be specified by AOC.

18.10 Export Controlled Items: any goods, software, technical data, or technology, including, but not limited to those identified on relevant control lists, the export, reexport, or transfer of which are subject to prohibitions or licensing requirements under Applicable Economic Sanctions and Export Control Laws and Regulations.

18.11 Applicable Economic Sanctions and Export Control Laws and Regulations: the applicable export control and economic sanctions, customs and foreign trade regulations, including, but not limited to, applicable relevant rules of the European Union, the Netherlands, the United Kingdom, the United States, or other countries with jurisdiction over any activities conducted pursuant to this Contract. These regulations include, but are not limited to, EU (Dual Use) regulation 2021/821, EU Common Military List, the U.S. Export Administration Regulations (EAR), the U.S. State Departments International Traffic in Arms Regulations (ITAR), the UK Strategic Export Control Lists, the Dutch General Customs Act (Algemene Douanewet), the Dutch Strategic Goods Order (Besluit strategische goederen), and the Dutch Strategic Services Act (Wet strategische diensten).

18.12 Goods: "goederen" as defined in article 3:1 of the Dutch Civil Code to be purchased by AOC and delivered by Supplier under a Contract.

18.13 Group Company: (i) any subsidiary or group company of AOC and/or (ii) any entity of which AOC directly or indirectly is a subsidiary or group company, including Saudi Aramco. In this definition subsidiary or group company has the meaning as described thereto in articles 2:24a and 2:24b of the Dutch Civil Code and the term Group Company includes all group companies of the entities referred to under (i).

18.14 Intellectual Property Right: copyrights, database rights, patents, design rights, trademarks, URLs, and any other industrial, commercial or intellectual property rights and comparable rights existing in any jurisdiction in the world and all the rights to apply for such rights.

18.15 Purchase Order Number: the number of the Purchase Order.

18.16 Purchase Order: a purchase order document issued by an authorized representative of AOC.

18.17 Purchase Order Acknowledgement or PO Acknowledgement: a form included in the Purchase Order or Change Order to be filled in and duly signed by Supplier and returned to AOC within fifteen (15) days of receipt, acknowledging acceptance of the Purchase Order or Change Order.

18.18 Purchase Terms and Conditions: these AOC purchase terms and conditions.

18.19 Saudi Aramco: Saudi Arabian Oil Company, established in Saudi Arabia.

18.20 Services: services to be purchased by AOC and provided by Supplier under a Contract.

18.21 Supplier: a party AOC contracts with, and/or negotiates with, relating to the delivery of Goods or Services by Supplier.