

ROHR-IDRECO
PURCHASE TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

Capitalised words and expressions used in these Terms (as defined hereunder) have the meaning set out below, unless the context requires otherwise.

- Affiliate** means in relation to any person other than a natural person, any person which is Controlled by, Controls or is under common Control with, such person, from time to time;
- Control** means, with respect to the relevant person, (i) the direct or indirect ownership or control of more than 50% (fifty per cent) of the (a) ownership interests or (b) voting power at the general meeting or a similar body, of that person, or (ii) the right or ability to (a) appoint or remove or (b) direct the appointment or removal of, such number of the members of the management board or a similar body of that person with the decisive voting power in such body;
- ROHR-IDRECO** means the party using these Terms;
- Terms** means these purchase terms and conditions; and
- Vendor** means the party that sells and/or delivers goods and/or services to ROHR-IDRECO.

2 GENERAL

- 2.1 These Terms apply to all offers, orders and agreements whereby ROHR-IDRECO purchases and/or receives goods, works and/or services from the Vendor. In these terms and conditions, the term 'services' shall always be understood to include contracting work (*aanneming van werk*).
- 2.2 The applicability of terms and conditions of the Vendor and/or any other terms and conditions implied by law, trade custom, practice or course of dealing is hereby expressly excluded. Deviations from and additions to the Terms shall only be valid if agreed in writing between the parties.
- 2.3 ROHR-IDRECO may at all times assign or transfer (whether directly or indirectly) its rights and obligations under its agreements with the Vendor. The Vendor's rights and obligations under its agreements with ROHR-IDRECO cannot be assigned or transferred and the Vendor may not assign or subcontract the execution of the agreement with ROHR-IDRECO in whole or in part to any third party or make use of personnel of third parties, without ROHR-IDRECO's prior written approval. The Vendor is always responsible for the acts and omissions of its subcontractors as if they were its own. Any purported assignment or transfer in breach of this article 2.3 shall be null and void.
- 2.4 If any provision of the Terms, or the application thereof to any party or circumstance, is held to be illegal, invalid or unenforceable in whole or in part under applicable laws and regulations, then such provision shall to that extent be deemed not to form part of the Terms and, to the extent reasonably possible, replaced by the parties with a legal, valid and enforceable provision that, seen in the context of the Terms as a whole, achieves as closely as possible the intention of the illegal, invalid or unenforceable provision, without affecting the legality, validity and enforceability of the remainder of this Agreement.
- 2.5 These Terms (including the provisions of article 2.5 and 2.6) and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of the Netherlands. The application of the United Nations Convention on Contracts for the International Sale of Goods (*Weens Koopverdrag*) is hereby expressly excluded.
- 2.6 Any and all disputes arising out of or in connection with these Terms, including regarding the existence or validity of these Terms, including this article 2.6, and any non-contractual obligations arising out of or in connection with these Terms, are subject to the exclusive jurisdiction of the competent court in Gelderland, the Netherlands, without prejudice to the right of appeal and appeal to the Dutch supreme court.

3 CONCLUSION OF AGREEMENT

- 3.1 ROHR-IDRECO is only bound when ROHR-IDRECO has accepted an offer of the Vendor in writing or when the Vendor has accepted a written order by ROHR-IDRECO. Verbal commitments or agreements by or on behalf of ROHR-IDRECO do not bind ROHR-IDRECO, except and insofar as ROHR-IDRECO confirms these commitments or agreements in writing.
- 3.2 All offers or acceptances of orders by the Vendor, verbal and in writing, are binding and irrevocable. ROHR-IDRECO's order for the Vendor's goods, works and/or services shall be deemed accepted on the earlier of

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the Vendor: (i) issuing a written or verbal acceptance of ROHR-IDRECO's order; or (ii) doing any act consistent with fulfilling ROHR-IDRECO's order, at which point an agreement between ROHR-IDRECO and the Vendor shall come into existence.

4 PRICE AND INVOICING

- 4.1 The price of the goods, works and services of the Vendor shall be the price set out in ROHR-IDRECO's order or the Vendor's offer accepted by ROHR-IDRECO, or, if no price is quoted, the lower of: (i) a reasonable price, or (ii) the price in the Vendor's published price list in force as at the date the agreement came into existence.
- 4.2 The price of the goods, works and services of the Vendor is fixed and all-inclusive of all costs and taxes, including, without limitation, costs of packaging, insurance, inspections, tests, certificates, (un)loading and transport, duties, taxes, social security contribution, required permits, (compliance with) safety instructions, and no extra charges shall be effective unless explicitly agreed in writing with ROHR-IDRECO.
- 4.3 The Vendor shall send invoices in arrear to ROHR-IDRECO describing the charges for the goods, works and services delivered, providing sufficient detail to enable ROHR-IDRECO to assess the amounts invoiced. The Vendor shall accommodate reasonable invoicing requirements of ROHR-IDRECO.
- 4.4 ROHR-IDRECO shall be entitled to any discount for prompt payment, bulk or volume purchases and any other discounts customarily granted by the Vendor, regardless of whether these have been specifically agreed.

5 DELIVERY AND PACKAGING

- 5.1 Delivery of goods and works shall take place in accordance with the INCOTERM 2020 DDP (Delivered Duty Paid) at the place designated by ROHR-IDRECO, unless and to the extent otherwise agreed between the parties. In the event of a conflict between the applicable Incoterms and the Terms, the Terms shall prevail.
- 5.2 The Vendor is responsible for obtaining all applicable certificates and all necessary approvals, import licenses, custom clearing and satisfying all excise and other duties.
- 5.3 Acceptance of works and services takes place after ROHR-IDRECO has inspected and fully approved the services provided and/or work produced by the Vendor. If ROHR-IDRECO accepts the works/services with mention of defects or shortcomings, the Vendor must properly rectify the stated defects and shortcomings as soon as possible, but within 14 calendar days at the latest after approval, and without prejudice to ROHR-IDRECO's other rights and remedies. The Vendor will only schedule an inspection for acceptance with ROHR-IDRECO after the Vendor has ascertained that the services and/or works comply with all applicable requirements.
- 5.4 The agreed delivery date is of the essence and the Vendor is automatically in default, without any notice of default being required, if the agreed date of delivery is not met. Delivery of the goods shall be deemed to be completed on the completion of unloading the goods at the agreed delivery location.
- 5.5 The Vendor shall timely and adequately inform ROHR-IDRECO in advance of the exact time of delivery and possible delays in delivery. The Vendor shall upon request provide ROHR-IDRECO with a production and/or progress planning and shall enable ROHR-IDRECO to verify the actual progress made. When the Vendor encounters a delay in delivery, the Vendor shall as soon as practicable, but latest within 3 (three) calendar days, give written notice to ROHR-IDRECO of such delay. The notice shall specify: (i) the circumstances, (ii) the likely duration of the circumstances (if known), (iii) a recovery plan with the steps necessary to remedy such occurrence, and (iv) any other relevant information.
- 5.6 Partial deliveries or deliveries scheduled before the agreed date of delivery require ROHR-IDRECO's prior written approval. Where it is agreed that the goods, works and/or services are to be delivered by instalments, they may be invoiced and paid for separately. Goods, works and services shall be deemed to be delivered only if delivered complete and fully in accordance with the relevant agreement and including all related documentation such as test, quality, inspection and warranty certificates, drawings, maintenance and instruction manuals, user guides and, if applicable, signed certificates of acceptance.
- 5.7 The goods and works must be marked to ROHR-IDRECO's instructions and must in any event be properly packed according to the requirements of transport and destination. The goods and works shall be packed in

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a way to prevent damage or deterioration during transport. All packaging used shall be taken back free of charge by the Vendor upon first request of ROHR-IDRECO.

6 MODIFICATION AND ADDITIONAL WORK

- 6.1 The Vendor will not make any changes to the design or specifications without the written consent or upon written request of ROHR-IDRECO.
- 6.2 Without ROHR-IDRECO'S express prior written consent, the Vendor is not entitled to perform additional work. Any additional work performed by the Vendor without ROHR-IDRECO'S prior written consent will not be reimbursed by the Vendor.
- 6.3 The Vendor is at all times obliged to make or deliver changes or additions to agreed goods, works and services which are desired by ROHR-IDRECO and technically possible. Changes and additions shall not lead to an increase of the agreed price or an extension of the agreed delivery time/delivery date, unless and insofar as this is reasonable and, in addition, the Vendor's proposal for an increase or extension was communicated to ROHR-IDRECO in writing before the change or addition was carried out and within five calendar days of ROHR-IDRECO's request for this change or addition.
- 6.4 ROHR-IDRECO is entitled to rescind (*ontbinden*) the agreement in whole or in part if the implementation of the desired amendments or supplements proves impossible under conditions that are acceptable to ROHR-IDRECO. In that case ROHR-IDRECO is only bound to reimburse supplier for the pro rata price of the goods, works and services demonstrably already delivered.

7 RISK AND TITLE

- 7.1 The Vendor warrants (*garandeert*) that the goods and works are not subject to any retention of title or any other (limited) rights of the Vendor or any third parties. Upon the request of ROHR-IDRECO, the Vendor shall deliver proof of its full and unencumbered title to the goods and works
- 7.2 Goods and works to be delivered by the Vendor and/or goods of ROHR-IDRECO in respect of which services are provided shall be for the account and at the risk of the Vendor until completion of delivery in accordance with article 5.6.
- 7.3 The title to the goods and the works (to be) delivered to ROHR-IDRECO, transfer to ROHR-IDRECO at the latest when these goods and works are delivered in accordance with article 5.6. If ROHR-IDRECO makes any payment prior to delivery and acceptance of the goods and/or works, the title to the goods and/or works in respect of which such payment was made, and/or the parts or materials present at the Vendor's site that pertain to these goods and/or works shall pass to ROHR-IDRECO at the time of payment. The Vendor shall identify and keep identifiable the goods and works and related parts and materials it holds on behalf of ROHR-IDRECO and give ROHR-IDRECO free access to and control of such goods, parts and materials. The Vendor shall be considered to hold the goods and works and the related parts and materials on behalf of ROHR-IDRECO and shall undertake to have the goods and works and the related parts and materials insured adequately with a reputable insurance company until completion of the delivery under article 5.4.
- 7.4 All machines, casting moulds, instruments, raw materials and all other property and materials supplied by or on behalf of ROHR-IDRECO to the Vendor or for which ROHR-IDRECO has paid for are and remain the exclusive property of ROHR-IDRECO and shall not be given to any third parties without ROHR-IDRECO's prior written consent. In addition, the Vendor shall always keep such property and materials in good condition and store and label it in such a way that it is immediately identifiable as the exclusive property of ROHR-IDRECO. The Vendor shall only use the property and materials exclusively for the execution of orders from ROHR-IDRECO. If ROHR-IDRECO wishes to audit or collect its property and materials in the direct or indirect possession of the Vendor, the Vendor herewith authorizes ROHR-IDRECO (or any third parties designated by ROHR-IDRECO), now for then, unconditionally and irrevocably, to enter the locations where the property and materials are located and to retrieve such property and materials therefrom.
- 7.5 If auxiliary materials, tools, (personal protection) equipment or gas, electricity, light, water or support is made available to the Vendor by or on behalf of ROHR-IDRECO, ROHR-IDRECO is entitled to charge the costs thereof to the Vendor. The use of the materials, tools, (personal protection) equipment light, water or support made available by ROHR-IDRECO shall be for the own risk and account of Vendor.

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8 INSPECTION AND TESTING

- 8.1 ROHR-IDRECO is at all times and at any place entitled to (procure to) carry out inspections, tests and audits with regard to the goods, works and/or services ordered and the Vendor shall provide ROHR-IDRECO with all cooperation and facilities reasonably required for such inspections, tests and audits.
- 8.2 If as a result of inspections, tests or audits ROHR-IDRECO is not satisfied that the goods, works and/or services will comply in all respects with the agreement and ROHR-IDRECO informs the Vendor within 21 (twenty-one) calendar days of inspection or testing, the Vendor shall take all necessary steps to ensure compliance of the goods, works and/or services.
- 8.3 Inspections, tests or audits by or on behalf of ROHR-IDRECO does not release the Vendor from any obligation, warranty or liability. The Vendor shall remain fully responsible for the goods, works and/or services and any inspections, tests or audits shall not reduce or otherwise affect the Vendor's obligations under the agreement, and ROHR-IDRECO shall have the right to conduct further inspections, tests or audits after the Vendor has carried out remedial actions.

9 INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- 9.1 The Vendor warrants (*garandeert*) that (the use of) the goods, works and services do not infringe intellectual and industrial property rights or trade secrets of third parties. The Vendor shall indemnify (*schadeloosstellen*) and hold harmless (*vrijwaren*) ROHR-IDRECO and/or, at the ROHR-IDRECO's sole discretion, any one or more of its Affiliates, for and against all actions, claims, demands, liabilities, losses, costs, fees (including fees of legal counsel and other external advisers) and expenses suffered or incurred by or imposed upon or instituted against ROHR-IDRECO and/or its Affiliates directly or indirectly in connection with the goods, works and/or services infringing the intellectual and industrial property rights or trade secrets of third parties.
- 9.2 Drawings, sketches, illustrations, designs, models, calculations, formulas, working methods, equipment and other tangible and intangibles goods made under orders of ROHR-IDRECO or made by or on behalf of the Vendor in connection therewith are the property of, and the intellectual and industrial property rights and trade secrets related thereto shall vest in, ROHR-IDRECO only. ROHR-IDRECO shall be considered as their maker, inventor, designer and rightful owner, all irrespective of whether they have been separately charged to ROHR-IDRECO. The Vendor herewith transfers and assigns any and all rights, title, goodwill and interest in such intellectual and industrial property rights and trade secrets to ROHR-IDRECO (if and to the extent necessary in advance) and ROHR-IDRECO herewith accepts the transfer thereof.
- 9.3 The Vendor shall do all that is necessary and conducive to enable ROHR-IDRECO to exercise and fully exploit the rights, title, goodwill and interest in the intellectual and industrial property rights and trade secrets transferred to ROHR-IDRECO pursuant to article 9.2 and the Vendor shall not use any of the tangible and intangible goods that are protected by such intellectual and industrial property rights and trade secrets other than as required to execute the agreement with ROHR-IDRECO.

10 LICENSE

- 10.1 The Vendor hereby grants ROHR-IDRECO, and insofar required shall procure that another person shall grant to ROHR-IDRECO, an irrevocable, perpetual, transferable, royalty free, non-exclusive license, worldwide license, with the right to sublicense, at no extra cost, to use all industrial and intellectual property rights and trade secrets which are incorporated or utilized in any goods, works and services provided for the purposes of ROHR-IDRECO's manufacture, distribution and sale of its products and/or for obtaining the full use and benefit of the goods, works and services provided by the Vendor to ROHR-IDRECO.
- 10.2 The specification and any materials, equipment and tools supplied by the Vendor to ROHR-IDRECO, or specifically produced by the Vendor for ROHR-IDRECO, in connection with the agreement, shall be the exclusive property of ROHR-IDRECO. The Vendor shall not disclose party such information to any third.

11 CONFIDENTIALITY

- 11.1 The Vendor undertakes to keep strictly confidential all materials, drawings, sketches, calculations, specifications and all other trade secrets, business and technical information and other information of a confidential nature provided to Vendor by or on behalf of ROHR-IDRECO (the **Confidential Information**)

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and the Vendor shall ensure that the Confidential Information is at all times subject to steps and measures to keep it secret and confidential that are reasonable under the circumstances.

11.2 The Vendor shall only use the Confidential Information for the purpose that the Confidential Information was provided for by ROHR-IDRECO to Vendor. For the avoidance of doubt, any information regarding ROHR-IDRECO's dredgers, pumps, boosters, belts and other products and services, together with all designs, data, drawings and any and all other technical information which may be provided to Vendor by ROHR-IDRECO falls within the definition of Confidential Information.

11.3 The Confidential Information shall only be communicated and distributed to those third parties and employees of the Vendor, who necessarily need to be informed for the execution of the agreement. The Vendor undertakes to impose the same obligations on such third parties and employees that obtain Confidential Information for the execution of the agreement and warrants (*garandeert*) that such third parties and employees will comply with such obligations.

11.4 In case the agreement is rescinded, nullified or terminated, the Vendor shall, and shall procure that each of the persons to whom it disclosed Confidential Information or to whom the Confidential Information was disclosed at its request shall, immediately and at its own cost and expense, without keeping copies, (i) return to ROHR-IDRECO, all documents containing Confidential Information made available to it by (or on behalf of) ROHR-IDRECO, (ii) destroy all reports, analyses, compilations, studies or other materials which contain or have been derived from or otherwise reflect any Confidential Information, (iii) expunge all Confidential Information from any of its computers and other devices containing Confidential Information, and (iv) upon request by ROHR-IDRECO, deliver to ROHR-IDRECO a certificate signed by the Vendor confirming that the obligations contained in this article 11.4 have been complied with.

12 EXCLUSIVITY

Vendor shall not, and shall cause its Affiliates not to, supply goods, works and services to any of ROHR-IDRECO's competitors if and to the extent that such goods, works and services are the same or similar to the goods, works and/or services provided by the Vendor to ROHR-IDRECO.

13 COMPLIANCE WITH LAWS AND REGULATIONS

The Vendor shall, and shall ensure that the third parties it engages in the execution of the agreement with shall, comply with all applicable rules and regulations and the relevant codes of conduct, rules and regulations that ROHR-IDRECO has in place from time to time. The Vendor shall not do or cause to be done any act or omission which will violate any applicable law, ordinance, custom, regulation, or decree, of the U.S., the Netherlands, the country where the Vendor is located, the country where the Vendor's relevant sub-contractors are located or of the country in which the project is located, specifically laws implementing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, including the U.S. Foreign Corrupt Practices Act. The Vendor has obtained a copy of the Foreign Corrupt Practices Act, understands the provisions included therein, and agrees to comply with those provisions and to take no action that might be in violation of the Foreign Corrupt Practices Act or laws of other countries that prohibit the same type of corrupt payments, nor in any way subject ROHR-IDRECO to criticism, calumny, or disrepute.

14 WARRANTY

14.1 The Vendor warrants (*garandeert*) that all goods, works and services delivered shall be first class in terms of design, construction, performance, material, composition and quality in accordance with the drawings, other documentation and the standards and specifications agreed with ROHR-IDRECO, fit for the intended use, safe and in conformity with any and all applicable laws and regulation, and that the goods, works and services are free from any defects in terms of design, construction, material or manufacturing.

14.2 Vendor hereby (if and to the extent necessary in advance) assigns and transfers all rights under warranties given by manufacturers or suppliers of goods, works and services forming (part of) the goods, works and services delivered to ROHR-IDRECO. ROHR-IDRECO (hereby) authorizes the Vendor to rely on such warranty rights, if necessary, for the fulfillment of Vendor's obligations under the agreement with ROHR-IDRECO.

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- 14.3 ROHR-IDRECO may rely on any warranty given or otherwise pertaining to the goods, works and/or services, irrespective of ROHR-IDRECO having conducted any inspection or having filed any previous complaint.
- 14.4 A warranty period under the Terms shall mean a term from delivery within which the Vendor is required to arrange for repair of any failure or defect or redelivery at no charge as soon as reasonably possible and without prejudice to Vendor's liability under the agreement and ROHR-IDRECO's other rights and remedies.
- 14.5 The warranty period on the part of the Vendor within which the Vendor is required to correct defects as soon as reasonably possible shall be at least 24 (twenty-four) calendar months from the date of delivery in accordance with the Terms. Expiry of the warranty period is without prejudice to ROHR-IDRECO's other rights and remedies. If pursuant to this article 14 (parts of) goods, works and/or services are replaced, repaired, reformed or altered to remedy the breach of warranty in respect thereof, the full warranty period shall apply to these (parts of) goods, works and/or services as of the time of delivery.
- 14.6 The Vendor shall at all times take out contractors' all risk (CAR) insurance and other insurance providing sufficient coverage for the Vendor's potential liability in respect for the works to be performed and the goods, works and/or services to be delivered with an insurer or pool of insurers of good repute. In addition, at ROHR-IDRECO's first request, the Vendor will cooperate in establishing a right of pledge in favor of ROHR-IDRECO on any payment(s) under the relevant contractors' all risk (CAR) insurance and other insurances of the Vendor.

15 TAXES

- 15.1 The Vendor bears and shall pay all taxes, social security contributions, duties, levies and charges assessed on the Vendor, its subcontractors and the officers, employees and agents of the Vendor and the Vendor's subcontractors, by competent authorities in connection with the delivery of the goods, works and services.
- 15.2 The employees of the Vendor and the Vendor's subcontractors shall under no circumstances be deemed to be an employee of ROHR-IDRECO. The Vendor is solely responsible for the full and timely payment of all wages and other payments (including wage taxes: national insurance contributions, employee insurance contributions, income-dependent contribution pursuant to the Healthcare Insurance Act, and the like) of its employees, subordinates and subcontractors and the correct application of any applicable Collective Labour Agreement (CAO). The Vendor is solely responsible for withholding and remitting all applicable taxes and premiums owed by the Vendor, including VAT, wage tax and social insurance premiums. The Vendor shall take all measures which ROHR-IDRECO may reasonably require to prevent liability for any claims and/or additional levies for social security charges and/or taxes related to personnel of, or hired by, the Vendor and its subcontractors.
- 15.3 The Vendor shall indemnify (*schadeloosstellen*) and hold harmless (*vrijwaren*) ROHR-IDRECO and/or, at the ROHR-IDRECO's sole discretion, any one or more of its Affiliates, for and against all actions, claims, demands, liabilities, losses, costs, fees (including fees of legal counsel and other external advisers) and expenses suffered or incurred by or imposed upon or instituted against ROHR-IDRECO and/or its Affiliates directly or indirectly in connection with any claims of the tax authorities resulting from the Vendor's noncompliance with applicable laws and regulations and claims and/or additional levies for social security charges and taxes related to the agreement.

16 RESCISSION AND TERMINATION

- 16.1 ROHR-IDRECO is entitled to suspend its obligations in whole or in part and without any prior notice of default, if and when the Vendor fails to timely or adequately fulfill any of its obligations towards ROHR-IDRECO, as well as in case of (filing a petition for) moratorium or bankruptcy of the Vendor, attachment of (a part of) the Vendor's property or the goods and works intended for the execution of the agreement, closing down or liquidation of its business. Non-timely fulfillment as referred to in this article 16.1 is also deemed to occur if the presumption is reasonably justified by the relevant facts that a delay will occur in the fulfillment of (part of) any obligation under the agreement.
- 16.2 ROHR-IDRECO is entitled to terminate (*opzeggen*) or rescind (*ontbinden*) this agreement in whole or in part with immediate effect upon written notice to the Vendor and without any liability to the Vendor, in case: (i) the Vendor commits a material breach of the agreement and (if such a breach is remediable) fails to remedy that

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breach within fourteen days of receipt of notice in writing of the breach; (ii) the Vendor directly or indirectly comes under the Control of a third party, enters into a legal merger with a third party and/or any other change of Control in respect of the Vendor occurs, and (iii) the Vendor ceases to pay its debts, becomes insolvent or an order is made or a resolution is passed for the liquidation, administration, winding up or dissolution of the Vendor (other than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed to administer all or any substantial part of the assets of the Vendor or the Vendor requests for a moratorium, enters into or proposes any composition or arrangement with its creditors generally, or anything analogous to the foregoing arises in any applicable jurisdiction. Moreover, ROHR-IDRECO is without cause and at any time entitled to terminate (*opzeggen*) the agreement with 30 (thirty) calendar days' prior written notice to the Vendor. In case of termination of the agreement by ROHR-IDRECO, ROHR-IDRECO is only obligated to compensate the Vendor at the pro rata price for goods, works and services already delivered and for commitments already assumed by the Vendor for the execution of the agreement at the time of termination (*opzegging*) to the extent included in the agreed price. ROHR-IDRECO is not liable for any other loss or damage suffered by the Vendor as a result of termination (*opzegging*) of the agreement,

16.3 If due to an event of force majeure ROHR-IDRECO or the Vendor is unable to fulfill its obligations under the agreement for a term exceeding 30 (thirty) calendar days, either party shall be entitled to rescind (*ontbinden*) the agreement by means of written notice against compensation at the pro rata price for goods and services already delivered if ROHR-IDRECO keeps the goods or the benefit of the services delivered.

17 LIMITATION PERIOD

The periods and time bar periods (*verjaringstermijnen*) in sections 7:761 and 7:23 of the Dutch Civil Code will be adjusted as follows: (i) as soon as ROHR-IDRECO has discovered a defect that is at that moment certain, ROHR-IDRECO will notify the Vendor within 6 calendar months after the defect has been ascertained, and (ii) legal claims and defenses, based on facts that would justify the proposition that the delivered goods or the delivered services and work do not comply with the agreement, will become time barred (*verjaard*) by the expiry of five years after the notification made by ROHR-IDRECO in accordance with (i), or, if this is later, after the period granted to the Vendor to remedy the shortcoming or the defect.