

Conditions concerning the performance of work and the rendering of services by third parties and also concerning the purchase of materials and other goods from third parties, filed by the Netherlands' Shipbuilding Industry Association (VNSI) at the Clerk's Record Office of the "Rechtbank" (District Court) in Rotterdam on June 19, 2003.

I. GENERAL

1. Definitions

- "the Enterprise": the user of these Conditions;
- "Contractor": any legal person, enterprise or natural person who commits himself/itself towards the Enterprise to perform work and/or render services outside employment, whether or not accompanied by the supply of goods that are necessary for the purpose;
- "Supplier": the legal person, enterprise or natural person with which/whom the Enterprise concludes an agreement for the supply of materials, other movables or services as defined in more detail below;
- "Goods": all materials and other objects that the Supplier is obliged to supply to the Enterprise, including parts, equipment, certificates, documents, computer programs, and the like and also all work and services related to that supply;
- "Sub-Contractor(s)": anyone who is engaged by the Contractor/Supplier in the performance of work, the rendering of services and the supply of Goods;
- "Worker(s)": all persons who have been or will be put to work by the Contractor, Supplier, any Sub-Contractor or by or via any third party within the framework of the works, services or deliveries agreed.

2. Area of application

2.1 These Conditions shall apply to all offers prepared and received by the Enterprise, and all agreements concluded between it and the Contractor/Supplier for the performance of work and/or the rendering of services otherwise than on the strength of a contract of employment or job and also for the purchase of Goods, everything in the widest sense of the word, whether or not concluded directly.

2.2 Deviations from these Conditions or from the agreements concluded with the Enterprise shall only be valid if they have been accepted explicitly and in writing by the Enterprise.

3. Secrecy

3.1 The Contractor/Supplier shall be obliged to observe absolute secrecy towards third parties with regard to the existence of the agreement and anything that has come to his knowledge on the strength of the agreement and/or any co-operation with the Enterprise with regard to the business matters of the Enterprise, this in the widest sense of the word, including particulars concerning prescriptions, models, drawings, diagrams, designs and the like.

3.2 The Contractor/Supplier shall also impose the obligations mentioned in this article on Workers and Sub-Contractors, and he guarantees that the latter will also observe absolute secrecy.

4. Suspension and cancellation

If the Contractor/Supplier does not, not properly or not in time fulfil any of his obligations following from the agreement concluded with the Enterprise or from an agreement related thereto, or if there is good ground for the fear that the Contractor/Supplier is not or will not be able to fulfil his contractual obligations to the Enterprise and also in the event of bankruptcy, winding-up, suspension of payments, close-down, liquidation or partial transfer - whether or not as security - of the business of the Contractor/Supplier, including the transfer of a considerable part of his claims, the Enterprise shall be entitled, without notice of default and without judicial intervention, to suspend either its obligations on the strength of this/these agreement(s) or to dissolve them entirely or in part, this without the Enterprise being obliged to make any compensation and without prejudice to the other rights due to it, such as its right to claim compensation of all damages suffered by it.

5. Pledging or transfer of claims

The Contractor/Supplier shall not be entitled to pledge or otherwise encumber his claim on the Enterprise, nor shall there be any right to transfer this claim to third parties.

6. Time of delivery and periods agreed

6.1 The Contractor/Supplier shall be obliged to strictly observe the periods, times of delivery and/or other deadlines agreed. The Contractor/Supplier must notify any (threat of) delay to the Enterprise immediately upon mentioning the reasons thereof. If the time of delivery, the periods agreed or other deadlines are exceeded without having been accepted beforehand by the Enterprise, the latter shall always reserve the right to rescind all or part of the agreement without notice of default or without judicial intervention being required and without prejudice to its other statutory and contractual rights, such as compensation of all damage suffered by the Enterprise as a result of exceeding the delivery time and compensation of the penalty as laid down in article 6.5.

6.2 On demand of the Enterprise the Contractor/Supplier shall supply a work or production schedule in which the planning of the work and/or delivery, manufacture and assembly of the Goods to be performed is specified and in which all that information is supplied that the Enterprise considers relevant. Furthermore, on demand of the Enterprise, the Contractor/Supplier shall supply progress reports that clearly represent the status of the work at that time.

6.3 The Contractor/Supplier and his Sub-Contractors shall be obliged to do everything possible to catch up any delays/arrears suffered. The performance of work in overtime and on Saturdays and Sundays and also the engagement of extra capacity and/or the additional sub-contracting of work (after written approval obtained from the Enterprise) or other measures in any form whatsoever shall also be part of this obligation. The extra costs to make up for delays shall be for account of the Contractor/Supplier.

6.4 The Enterprise shall be entitled to suspend its payment obligations towards the Contractor/Supplier until it has been established what amount the Enterprise can claim from the Contractor/Supplier for damage and expenses owing to exceeding the time of delivery, the periods agreed or any other deadlines as referred to in article 6.

6.5 When the time of delivery, any period agreed or any other deadline as described in more detail in article 6.1 is exceeded by the Contractor/Supplier, the Contractor/Supplier shall pay to the Enterprise a penalty of EUR 250 for every day of delay with a maximum of 10% of the agreed contract price or compensation agreed and notwithstanding the obligation of the Contractor/Supplier to compensate the damage suffered by the Enterprise as a result of that transgression.

7. Storage

7.1 The Enterprise may allow that on conditions yet to be agreed in more detail the Contractor or Supplier makes use of the storage yards and/or sheds belonging to the Enterprise, which permission may be withdrawn again by the Enterprise at any desired time, if there are reasons for this according to the Enterprise.

7.2 The storage referred to in the preceding paragraph shall be entirely at the risk of the Contractor/Supplier, which means that the Enterprise shall never be liable for any damage caused to the Goods stored. In so far as the Contractor/Supplier stores goods of third parties, he shall indemnify the Enterprise from claims of those third parties in respect thereof.

8. Removal of (environmental) waste

8.1 The Contractor/Supplier shall be obliged to remove in a sound manner daily all waste, packing, chemical waste and the like produced by him or under his responsibility, this after consultation with the Enterprise.

8.2 Chemical waste must be removed separately in a manner that fully complies with the environmental requirements and prescriptions applicable thereto. Each time when chemical waste is removed, the Contractor/Supplier undertakes to make a statement in which the toxic properties of the product to be removed are indicated.

8.3 The extra costs incurred by the Enterprise with regard to the processing or removal of any waste as referred to in this article shall be charged to the Contractor/Supplier.

8.4 The Contractor/Supplier shall be liable for and shall indemnify the Enterprise against all damage that is suffered by the latter or by any other third party as a result of the fact that the (chemical or other) waste as referred to in this article is not removed, not sufficiently, not properly or not in time.

9. Alterations

9.1 The Enterprise shall be entitled to desire that the Contractor/Supplier makes alterations or modifications desired by the Enterprise in the size and/or quality of the Goods and/or services to be supplied.

9.2 If, in the opinion of the Contractor/Supplier, the alterations or modifications mentioned in article 9.1 have consequences for the agreed price, contract price or compensation agreed or for the time of delivery or duration agreed, the Enterprise shall be informed in writing immediately but at any rate within eight days after notification of the alteration desired. If, in the opinion of the Enterprise, these consequences indicated by the Contractor/Supplier are unreasonable in view of the nature and extent of the proposed alteration, the Enterprise shall be entitled to rescind the agreement by means of written notice to the Contractor/Supplier. A dissolution on the strength of this article shall give none of the parties any right to compensation of any damage.

10. Inspection and testing

10.1 The Enterprise or any third party designated by it shall always be entitled to (have others) inspect or test the Goods ordered, the works performed and the like, anywhere at all. The Contractor/Supplier shall provide all necessary information, facilities and aids for an inspection or test.

10.2 Approval or testing shall not release the Contractor/Supplier from any warranty, liability or other contractual obligations as following from the agreement. If the Goods, materials delivered, work performed etc. are rejected by the Enterprise this shall not create a reason for the Contractor/Supplier to extend the agreed time provisions.

11. Applicable law and jurisdiction

11.1 All agreements concluded with the Enterprise shall be subject to Dutch law.

11.2 Any disputes that follow directly or indirectly from the agreements concluded with the Enterprise shall only be submitted to the competent Court in the District where the Enterprise is established.

12. Decisive text

The Dutch text of these Conditions shall be the authentic one, which means that if a translation of these Conditions is used, in the event of contradictions, unclear items or differences in interpretation, the Dutch text shall always be determinative and decisive.

II. THE PERFORMANCE OF WORK AND THE RENDERING OF SERVICES

13. Submission of the particulars of Workers

13.1 On demand, at the times and with the frequencies as desired by the Enterprise, the Contractor must supply a written statement of all the Workers, containing for each one the name, forenames, address and town, date and place of birth and social insurance number, furthermore of each of these Workers a copy of a document as referred to in section 1 of the Compulsory Identification Act, (the Dutch "Wet op de Identificatieplicht", Bulletin of Acts and Decrees 1993, 660) and also all other particulars of the Workers desired by the Enterprise. Alterations in these particulars shall also be passed on to the Enterprise immediately and in writing. For Workers with a nationality of a State not within the European Union the Contractor must also supply copies of their work permits and also of their conditions of employment. For Workers from a State of the European Union the Contractor must supply a posting statement in the sense of EC Regulation 1408/71. For Workers who owe no wage tax in the Netherlands with regard to their work performed for the Enterprise the Contractor must submit a statement in the sense of section 27(7) of the Wage Tax Act 1964 (the Dutch "Wet op de Loonbelasting 1964").

13.2 On demand, whenever the Enterprise desires this, the Contractor shall hand it the pay sheets of the Workers for inspection and also give a written statement of the place or places where work has been done by those Workers and of the hours worked by those Workers in that/those place(s).

14. Fulfilment of obligations under social insurance acts and wage tax

14.1 The Contractor shall guarantee to the Enterprise the timely fulfilment of all his obligations with regard to the Workers as following from the latest regulations, laws and social insurance acts such as (but not limited to) General Old Age Pensions Act, Surviving Dependents Act, Exceptional Medical Expenses Act, General Child Benefit Act, Sickness Benefits Act, Unemployment Act, Disability Insurance Act and Compulsory Health Insurance Act and as following from the Wage Tax Act (the Dutch "AOW, ANW, AWBZ, AKW, ZW, WW, WAO, ZFW, Wet op de Loonbelasting").

14.2 On the Enterprise's demand, prior to or at any time after the

start of the work agreed, the Contractor shall be obliged to hand the Enterprise a statement of the name and address of the administration agency with which the Contractor has been registered. The Contractor shall furthermore be obliged to supply all other information that the Enterprise deems important in this connection on demand such as the number under which the Contractor has been registered with the Employee Insurance Administration Agency (the Dutch "UWV"), his wage tax number, his valid proof of registration with the UWV and the like.

14.3 The Contractor shall be obliged to submit to the Enterprise, each time on its demand, a recent Statement on the Conduct of Payments ("Verklaring Betaalgedrag") from the UWV and the tax authorities (relating to himself and/or to Sub-Contractors) that must not be older than three months, all this as referred to within the framework of the guidelines laid down in the WKA [Vicarious Liability Act].

14.4 To the satisfaction of the Enterprise the Contractor will have to prove that he and any Sub-Contractors to be engaged keep adequate administrative records from which it may be clearly inferred what amounts are due for social insurance contributions and for wage tax with regard to Workers.

14.5 The Enterprise shall always be entitled to withhold the social insurance contributions and wage tax payable with regard to the work from the amounts to be paid to the Contractor and to pay them to the UWV or the Collector of State Taxes ("Ontvanger der Rijksbelastingen") on behalf of the Contractor.

14.6 Subject to the above provisions, on demand of the Enterprise, the Contractor shall be obliged to open a G Account ("G - rekening") and to conclude a G Account agreement, all this as referred to in section 35(5) of the Collection of State Taxes Act 1990 ("Invorderingswet 1990") and section 16b(5) of the Social Security (Coordination) Act ("Coördinatiewet Sociale Verzekeringen") and also to conclude a transfer agreement with the Enterprise that complies with the requirements imposed thereon in the Implementation Regulations for the Collection of State Taxes Act 1990 ("Uitvoeringsregeling Invorderingswet 1990"). The Enterprise will then have the right to transfer to that G Account the part of the contract price or purchase price that is formed by the amounts that are payable with regard to the Workers for social insurance contributions and wage tax. This transfer shall discharge the Enterprise for the relevant part of the contract price or purchase price. If and as long as the Contractor has not informed the Enterprise in writing that the G Account has been opened, the Enterprise shall be entitled to withhold the relevant amount from the contract price or purchase price.

14.7 The Enterprise shall be empowered to suspend the fulfilment of any obligation to the Contractor for any reason if the Enterprise has valid reasons to believe that the Contractor will not fulfil or has not fulfilled his obligations as referred to in this article. The Enterprise shall always be entitled to set off its debt to the Contractor with its recourse claim on the Contractor as referred to in section 16g of the Social Security (Coordination) Act and/or section 56 of the Collection of State Taxes Act 1990, irrespective of whether this recourse claim is claimable or susceptible of immediate set-off.

14.8 If on the strength of section 16a or 16b of the Social Security (Coordination) Act and/or section 34 or 35 of the Collection of State Taxes Act 1990 the Enterprise is held liable for the social insurance contributions or taxes payable by the Contractor, or there is a possibility of this being the case, the Contractor shall be obliged to provide the Enterprise with all information in order to enable the latter, as much as possible, to prove that the failure to pay those debts is not imputable to it or to the Contractor or to any Sub-Contractor.

15. Sub-contracting work and services by the Contractor

15.1 The Contractor shall not be entitled or empowered to have any part of the agreed work performed by third parties via an agreement for sub-contracting or to make use of labour made available by third parties ("borrowed"), unless the Enterprise has given written permission for the purpose.

15.2 If after obtaining written permission from the Enterprise the Contractor is to have any part of the agreed work performed by third parties, he shall do so in pursuance of an agreement in which the articles 13 thru 15 of these Conditions have been fully included in an identical manner, in which connection it will be arranged that in that agreement the Contractor shall occupy the position of the Enterprise and the third party to be engaged the position of the Contractor. On demand of the Enterprise the Contractor shall be obliged to show the Enterprise proof of the fact that the articles mentioned above have indeed been included in the agreement with any Sub-Contractors by immediately communicating and submitting for inspection to the Enterprise the agreement mentioned

in the preceding paragraph.

15.3 If the Contractor fails to fulfil any of the obligations included in this article he shall forfeit to the Enterprise a penalty immediately payable and not eligible for moderation to the amount of 10% of the contract price or purchase price in force between the Enterprise and the Contractor, without prejudice to the right of the Enterprise to rescind this agreement and to claim compensation and/or damages.

16. Access

16.1 The Enterprise shall be entitled to deny Workers access to its ground and premises, and/or to remove them therefrom or to desire from the Contractor that he replaces Workers by others if, in the opinion of the Enterprise, there are reasons for this.

16.2 On request every Worker shall be obliged to identify himself when entering the Enterprise's premises.

17. Order, safety, nuisance and environment

17.1 The Contractor shall be responsible for the working conditions and the safety under which the agreed works are performed and he must adhere to all applicable statutory requirements and other government prescriptions in the areas of order, safety, nuisance and environment and the like, to the prescriptions of the relevant classification agency if applicable and also to the locally prevailing prescriptions and rules of the Enterprise in these areas.

17.2 The Contractor shall be obliged to instruct the Workers about applicable laws, regulations, prescriptions and the like, including the prescriptions in force at the Enterprise and he shall guarantee that the Workers will observe all these laws, rules, prescriptions and the like.

17.3 The Contractor shall be obliged with observance of all relevant statutory prescriptions and the rules and prescriptions in force at the Enterprise in respect of safety, health and environment to see to it that the work is done in such a manner that the safety of all the persons who are at the industrial estate/object of the Enterprise is guaranteed in the best possible way and their health is protected.

17.4 The Contractor shall indemnify the Enterprise against all forms of damage and other negative consequences that follow for the Enterprise from the non-fulfilment of the provisions of this article.

17.5 The Contractor shall have the obligation to ensure that the risks of any type of damage or liability as following from this article have been properly insured and that in the policy any right of recourse possibly to be exercised by insurers against the Enterprise and/or its principals is excluded. If the Enterprise desires this, the policy shall be submitted to it beforehand for inspection and approval.

18. Tools and other aids

18.1 If desired, the Enterprise may make available tools, machines and/or other aids, on conditions to be agreed with the Contractor, on the understanding that small manual tools and personal protective devices shall never be made available by the Enterprise.

18.2 If machines, tools and aids owned by the Enterprise are used by the Contractor, Sub-Contractors or by any third party, the Contractor shall ascertain that these materials are in a good condition and the Contractor shall be obliged to report any defects, without prejudice to the Contractor's liability as arranged in more detail in article 19.

18.3 If machines, tools and aids that are owned by others than the Enterprise are used by the Contractor, any Sub-Contractor or any third party, the Contractor must ascertain that they comply with the statutory (safety) requirements and also with the requirements of safety to be imposed thereon by the Enterprise, without prejudice to the Contractor's liability in pursuance of the provisions in article 19.

19. Liability

19.1 The Enterprise shall not be liable to the Contractor, to Sub-Contractors and to Workers for any damage, of any nature whatsoever, suffered in connection with the performance of the work agreed.

19.2 The Contractor shall be liable to the Enterprise and/or its employees and/or any Sub-Contractor and/or his employees and/or any third party and also all their surviving dependants for all damages of any nature whatsoever that are caused to (any of) them by the Contractor and/or Workers in connection with the performance of the work agreed.

19.3 The liability as mentioned in the preceding paragraph shall also apply if the damage is caused by or to machines, tools or other aids that are used by the Contractor or Workers.

19.4 The Contractor shall indemnify the Enterprise against claims from third parties for compensation of damage of any nature whatsoever

that has been or is caused to those third parties in connection with the performance of the work agreed.

19.5 The Contractor shall be obliged to notify the Enterprise immediately of each case in which damage of any nature is caused to Goods or persons within the framework of the performance of the work agreed and to prepare a report on the subject recording the facts of the accident, in such a manner that it may be concluded therefrom whether and to what extent the accident is the result of the fact that insufficient measures had been taken to prevent that accident.

19.6 Notwithstanding the provisions as mentioned above, the Contractor shall be obliged to take out an insurance that insures him adequately against liability risks as following from the agreement concluded with the Enterprise for a minimum amount of EUR 2 million. If the Enterprise desires this, the policy shall be submitted to it by the Contractor beforehand for inspection and approval.

20. Non-fulfilment of obligations

In connection with the obligations included in these Conditions and also in connection with any other obligations that follow for him from the agreement concerning the performance of a work with the Enterprise, the Contractor shall be in default by the mere non-fulfilment thereof; no notice of default or demand will be required for the purpose.

III. THE DELIVERY OF MATERIALS

21. Prices

All prices shall be total net end prices, fixed and not subject to set-off, in Euros, and shall be carriage-paid to the place of delivery, excluding turnover tax ("omzetbelasting") and including proper packing. Price increases after conclusion of the agreement shall be and remain for account of the Supplier.

22. Place of delivery

22.1 The place of delivery shall be stated in the order. In the event of erroneous addressing by the Supplier the additional freight charges shall be for his account. If the prices have been agreed "ex works", the deliveries must be made carriage-paid to the place of delivery anyway, in which case the carriage may be charged.

22.2 If the Goods are collected by or on behalf of the Enterprise, the Supplier must assist with loading without any charges being made for the purpose.

22.3 The Supplier shall only be considered to have made the delivery when he has made available to the Enterprise not only the Goods but also the corresponding parts, accessories and aids, and also all corresponding documentation (such as drawings, quality, testing, guarantee and classification certificates, service manuals, instruction books and handbooks).

23. Transport risk and insurance

23.1 Unless agreed to the contrary, the carriage of the Goods to be delivered shall be at the expense and risk of the Supplier and the Goods shall be delivered at the location to be indicated by the Enterprise.

23.2 The Supplier shall be obliged to take out a transport insurance that insures him adequately against all current risks of transport, irrespective of whether this carriage is effected by air, by rail, by road or via ocean or inland shipping. The Supplier must see to it that the Enterprise is mentioned in the policy as a co-insured. If desired by the Enterprise the policy shall be submitted to it beforehand for inspection and approval.

24. Transmission of ownership and risk

The transmission of ownership and risk to the Enterprise shall be made as soon as the Goods have been received and accepted by the Enterprise. In the event of rejection the ownership and risk of the relevant Goods shall be vested in the Supplier from the date of despatch of the relevant statement to the Supplier.

25. Goods to be made available by the Enterprise

25.1 All the Goods that are made available to the Supplier by the Enterprise for the performance of an order including (electronic) drawings, models, moulds, computer software, tools, particulars, specifications, instructions and the like shall be sent carriage-paid and shall remain the property of the Enterprise at all times. If and as soon as the Supplier has completed the manufacture or has otherwise performed the work within the framework of which the Goods mentioned above have been placed at his disposal, he shall return them to the Enterprise, failing which the Enterprise may suspend payment until all these Goods have

been sent back and/or may reduce the payment by the cost involved in replacement of matters not sent back.

25.2 The Supplier may not use or allow third parties to use the Goods made available by the Enterprise for or in connection with any other object than the performance of the delivery to the Enterprise, unless the Enterprise has explicitly given written permission beforehand.

25.3 Damage to Goods made available by the Enterprise shall be for account of the Supplier. The Supplier shall insure all the Goods that have been placed at his disposal by the Enterprise against all damage that may be caused to these Goods during the time that the Supplier has these Goods in his possession, and the Supplier shall have to see to it that the Enterprise is mentioned as a co-insured in the policy. In the policy the right of recourse to be exercised by the insurers against the Enterprise and/or its principals shall be excluded. If the Enterprise desires this, the policy shall be handed to the Enterprise beforehand for inspection and approval by the Enterprise.

26. Assignment or sub-contracting

The Supplier shall not assign to third parties or allow third parties to carry out, entirely or partly, an order and also any rights or obligations following for him from the agreement without prior written permission from the Enterprise.

27. Non-conformity and unsafety

27.1 Neither receipt nor payment of the Goods shall entail acceptance. If it should appear that the Goods do not comply with the requirements and specifications described in the order and/or specification, do not have the properties that the Enterprise might expect thereof, are not suitable for the object for which they are to be used, do not offer the safety that one is entitled to expect, or otherwise show defects in quality, design, construction, manufacture, materials and/or assembly, the Enterprise shall be entitled to rescind all or part of the agreement without notice of default or without judicial intervention and subject to all its other statutory rights such as claiming all damage suffered by the Enterprise as a result of this non-conformity or unsafety or suspending its contractual obligations with regard to the Supplier.

27.2 The preceding paragraph shall also apply if the Goods delivered or yet to be delivered do not comply with any statutory provision or prescription or any regulations in force under international or national law.

27.3 The Supplier shall indemnify the Enterprise against claims of third parties for compensation of damage as a result of non-conformity and/or unsafety of Goods delivered, to be delivered or used, all this in the widest sense of the word.

27.4 The Supplier shall insure himself adequately against all possible liabilities as referred to in this article, whilst excluding recourse from the Enterprise and/or its principals. If so desired the policy shall be submitted to the Enterprise beforehand for inspection and approval.

28. Warranty and repair

28.1 On first notice from the Enterprise the Supplier shall be obliged to repair all errors, defects or other shortcomings that occur within a period of 12 months after being put into operation or at the latest 18 months after delivery unless they are the result of normal wear and tear or unskilful use.

28.2 If the Supplier replaces or repairs the Goods or their parts in the light of complying with his warranty obligations, a warranty period of 12 months after renewed commissioning shall again apply to these replaced or repaired Goods or parts.

28.3 All costs to fulfil the said warranty obligations shall be for account of the Supplier, which shall also include the extra costs that the Enterprise has had to make in this connection.

28.4 If the Supplier, in the opinion of the Enterprise, removes the said errors, defects or other shortcomings late and/or not properly, and no delay in the remedy of the defect can be accepted, the Enterprise shall be entitled to do or instruct others to do whatever is necessary at the expense and risk of the Supplier to repair or undo the said errors, defects or shortcomings, notwithstanding the Supplier's obligation to compensate the damage suffered as a result of this by the Enterprise to the latter.

29. Liability

29.1 The Supplier shall be liable for all damage that is caused to or by the Goods delivered as a result of errors, defects or other shortcomings to the Goods delivered, and also for all damage that is a result of the fact that the Goods do not have the properties and characteristics that the Enterprise might expect thereof, all this as regulated in more detail in the articles mentioned above concerning

Non-Conformity and Warranty and also according to the rules of Dutch civil law. The liability also covers damage that is the result of exceeding the time of delivery as regulated in more detail in article 6 of these Conditions, damage to goods of third parties, consequential loss and other indirect loss caused to the Enterprise or third parties.

29.2 The Supplier shall indemnify the Enterprise against claims of third parties and hold it completely harmless for all damage that should arise for the Enterprise, its personnel or any third party from or as the result of any defaults or wrongful (tortuous) acts of the Supplier, his personnel or his auxiliary persons.

30. Intellectual property

The Supplier guarantees that the Goods to be delivered by him to the Enterprise do not violate any patent, copyright, mark right and/or model rights or any other intellectual rights of third parties and the Supplier indemnifies the Enterprise against all claims as a result of this vis-à-vis the Enterprise. The Supplier shall pay the Enterprise all costs, losses and interests that are the result of any (supposed) infringement, including those of litigation costs and costs of legal aid.