



TERMS & CONDITIONS

SUPPLIERS – HOW TO OBTAIN APPROVAL FOR INVOICING

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Instructions for obtaining Approval for Invoicing

Dear Supplier,

In this document you will find instructions on how to obtain approval for invoicing to one of our entities. This step may be required depending on certain conditions (as explained in article 10.3 below).

If you have received this info / PDF instruction from us, it means that your (earlier sent) invoice cannot be accepted as it lacks (as required attachment) a signed Application for Invoicing form.

We refer you to the DISA Purchase Terms and Conditions (present in the Purchase Order and also available for download on <https://www.disa-international.com/downloads>), and specifically to articles 1, 10.2, 10.3 and 10.6, which are available below.

Thank you for following the correct procedure before submitting your invoice.

DISA international Group Management

Article 1 – Definitions

1.1. As used herein, the following terms have the meanings indicated:

- a) Approval: a prior expressed written approval by an Authorised Person.
- b) Article: an article in these Conditions.
- c) Authorised Person: the person authorised to act for and on behalf of the Customer as stated in the Purchase Order and/or Contract.
- d) Code of Conduct: the Customer's General Code of Conduct for suppliers as referred to in Article 17.7.
- e) Contractor: each person or legal entity from which the Customer purchases Products and/or Services and/or with which the Customer negotiates and/or concludes or has concluded a Contract.
- f) Conditions: these General Terms and Conditions of purchase for the purchase of Products and performance of Services.
- g) Contract: the agreement between the Customer and the Contractor regarding the delivery of Products and/or performance of Services in the form of or based on a Purchase Order, as well as each change therein or addition thereto, as well as any (legal) transaction in preparation or execution of such agreement.
- h) Customer: DISA International Holding BV or DISA België BV or DISA Nederland Holding BV or DISA Nederland BV or DISA Singapore Pte Ltd or DISA USA Holding, Inc. or DISA USA Inc. or C-Ventus Holding BV or C-Ventus Offshore Windfarm Services BV or 4SEAS BV or C-Ventus Offshore Windfarm Services Ltd or C-Ventus Offshore Taiwan Co., Ltd. or Haifeng Offshore Taiwan Co., Ltd., and/or subsidiaries and/or group companies, as well as their successors in law, as indicated in the Purchase Order.
- i) Party or Parties: the Customer and the Contractor individually respectively jointly.
- j) Products: all goods delivered, or to be delivered, by the Contractor in the context of performing the Contract, regardless of whether the Contract exclusively involves the supply of those goods or whether it also involves the supply of Services.
- k) Purchase Order: the Customer's formal request by an Authorised Person which is issued to the Contractor to supply Products and/or perform Services in the format described in Appendix 1 to these Conditions.

- l) Services: the performance that the Contractor renders to the Customer pursuant to the Contract, to the extent this does not consist of supplying Products.
- m) Specification: a detailed description of the Products and/or Services to be supplied by the Contractor as stated in the Contract.

Article 10.2

The Contractor is not entitled to issue an invoice, and the Customer shall not owe payment until the Contract has been performed in full, unless agreed otherwise in writing. The Contractor will comply with any reasonable instructions of the Customer and any other legal requirements with regard to the details of the invoice.

Article 10.3

Prior to sending an invoice to the Customer, the Contractor must first obtain approval for invoicing from the Customer, which approval will not be unreasonably withheld.

- This action is mandatory for invoices with a total amount (excluding VAT) of EUR 25,000.- or more (or the equivalent amount if another currency is used). The Contractor is not allowed to send several smaller invoices to avoid meeting aforementioned threshold (unless explicitly agreed upon in the Purchase Order or Contract, in which case approval for invoicing must be obtained for every partial invoice).
 - o An exception to this requirement applies to invoices from freelancers invoicing with signed DPR's (daily progress reports).
- The approval for invoicing is requested via the application for invoicing form, which can be found on page 2 of the Purchase Order (hereinafter: the '**Application for Invoicing form**').
- The Application for Invoicing form must be sent via email to the person that provided the Purchase Order and/or the Authorised Person, and this email must also contain any relevant supporting documents that allow the Customer to verify that all requested Products or Services have been delivered / supplied according to the required Specifications. These supporting documents must include:
 - o The related Purchase Order;
 - o A detailed build-up / calculation / explanation of all amounts related to the Products and/or Services for which invoicing is intended;
 - o A summary table showing the total amount (excluding VAT) for which invoicing is intended;
 - o Any relevant signed DPR's (Daily Progress Reports) indicating all activities (including people, work times) and equipment used and consumables used;
 - o Any other relevant supporting documentation to allow the Customer to verify that all requested Products or Services have been delivered.
- Upon verification and approval of the documents provided, the Customer will send via return-email a signed Application for Invoicing form to the Contractor, after which the Contractor is entitled to send the invoice to Customer.
- If the Customer – based on the presented evidence – cannot agree with the proposed amount as requested by the Contractor on the Application for Invoicing form, the Customer may fill in the undisputed amount and sign off on this undisputed amount. The Contractor may then already invoice the undisputed amount pending the discussion on the disputed amount.

See also next page

Article 10.6

For all relevant invoices as mentioned in Article 10.3 of these Conditions, a signed (by the Customer) Application for Invoicing form must be submitted alongside the invoice. Any such invoice that is not accompanied by a signed (by the Customer) Application for Invoicing form, or for which the total invoiced amount (excluding VAT) differs from the approved amount present on the signed (by the Customer) Application for Invoicing form, will be rejected and will not be paid.