



TERMS & CONDITIONS

SUPPLIERS – INVOICING – HOW TO CREATE AN INVOICE

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1	21/09/2023	Approved Instructions	BS/ACC	BS	DdG

Instructions for creating a Supplier Invoice

Dear Supplier,

In this document you will find instructions for creating invoices that will be sent to one of our entities.

If you have received this info / PDF instruction from us, it means that your invoice was not properly created.

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, 10.1, 10.4 and 10.5 as available below.

Thank you for following the correct procedure for 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 10.1

The Contractor shall submit invoices to the Customer by means of XML invoicing, unless agreed otherwise in writing. The invoice must meet the requirements of the relevant law in the jurisdiction of the Customer (for example in The Netherlands the Dutch Turnover Tax Act 1968).

Article 10.4

The signed, dated and numbered invoice of the Contractor shall in any event state the following information:

- a. the full name, and full address and city of residence of the Customer and the Contractor;
- b. the bank account number of the Contractor;
- c. a description or reference of the project, specifying the work location;
- d. the project number;
- e. the order number, application number, or contract number;
- f. the VAT identification number used by the Contractor to perform its deliverables;
- g. a statement whether the VAT reverse charge mechanism is applicable and, if not, the applied VAT rate and amount;
- h. if the VAT reverse charge mechanism is applicable: the VAT identification number of the Customer;
- i. the quantity and nature of the delivered Products, or the volume and nature of the Services delivered;
- j. the date on which the Products or Services were delivered or completed;
- k. if the Customer is jointly and severally liable for the payroll taxes of the Contractor under the Dutch Collection Act 1990:
 - the payroll tax number of the Contractor;
 - the third-party bank account number of the Contractor;
 - the gross salary component taken into account in the invoiced amount.

Article 10.5

The Contractor shall enclose time sheets as well as a work order, purchase order or production order issued by Customer with every invoice.

- If this refers to a contract for work or secondment agreement for Workers.
- The Contractor shall use a previously agreed template for the time sheets.
- The time sheets shall in any event state the name of the Worker and:
 - o for Workers with a nationality other than the Dutch nationality any relevant fiscal ID number of all Workers
- The Contractor shall make one time sheet per week.
- The work order, purchase order or production order must be signed by the works manager and the construction supervisor at work on behalf of the Customer.

The Customer shall not be held to pay the invoices if the time sheets or work order, purchase order or production orders are missing or have not been drafted in accordance with the requirements of Article 10 of these Conditions.