

General terms and conditions Maritime Support

Article 1 Definitions

1.1 Maritime Support : G ter Stege Maritime Support registered with the Chamber of Commerce under number **[57833761]** and with established and registered office in Schoonhoven.

1.2 The Client: Maritime Support's customer, i.e. any [legal] person with whom Maritime Support has entered into an Agreement as well as its representative[s], agent[s], rights-holder[s], successor[s] in title and heir[s].

1.3 Services: Every assignment to be delivered or that has been delivered by Maritime Support based on an Agreement, in the field of consultancy and advising.

1.4 Agreement: The Agreement for the delivery of services by Maritime Support to the Client.

Article 2 Applicability

2.1 These general conditions apply in all cases in which Maritime Support concludes an oral or written Agreement with its client. Including offers, and offer requests and acceptances from Maritime support to Client in the field of consultancy and advising. All clauses in this general conditions also apply for employees of Maritime Support. These general conditions also apply for contracts with Maritime Support in which third parties are engaged by Maritime Support. Clients accepts these General Conditions, on the moment there is an oral or written Agreement between Maritime Support and Client.

2.2 The provisions of these Terms and Conditions apply to the extent that parties have not deviated from these in writing. Maritime Support hereby expressly rejects the applicability of any used Terms and Conditions by Client.

2.3 If one or more provisions of these Terms and Conditions at any time are wholly or partially invalid or voidable, the remaining provisions will stay in full apply in these Terms and Conditions. Maritime Support and Client shall then enter into negotiations to agree new provisions to replace the invalid provisions, as much as possible to the purpose and intent of the original provisions.

2.4 If uncertainty exists regarding the interpretation of one or more provisions of these Terms and Conditions, then the explanation must be found „ in the same line „ with those provisions. When explanation of one or more provisions is necessary, Maritime Support will give explanation on request.

2.5 If Maritime Support at any time does not require strict compliance with these Terms and Conditions, this does not mean that its provisions do not apply, or Maritime Support in any degree would lose the right in other cases to demand the strict compliance of the provisions of these terms and conditions.

2.6 Deviations from the General Conditions of Maritime Support can only be agreed in writing and only apply to the Agreement where these deviations have been made for.

2.7 If these terms and conditions have also been prepared in a language, other than the Dutch language, the Dutch text shall always be decisive in case of differences.

Article 3 Agreement, offer and affirmation

3.1 All propositions and offers made orally or in writing by Maritime Support will be noncommittal, without obligation and may be withdrawn by Maritime Support at all times. Unless the proposition or accompanying letter of Maritime Support states a different period, propositions are valid for a maximum of **30** days.

3.2 The prices stated in the offer or propositions made by Maritime Support are **excluding VAT** and applicable taxes, traveling expenses or other duties unless otherwise agreed. Traveling expenses will be calculated from the home office of Maritime Support to the worksite as stated by the Client.

3.3 Offers or propositions made by Maritime Support may undergo changes in the case of unforeseen circumstances that have an influencing factor on the delivery of services by Maritime Support. Maritime Support is not legally bound to perform any services other than or outside the services as specified in an offer or proposition made by Maritime Support. If the acceptance deviates from the quotation, Maritime Support shall not be bound thereby. Maritime support will be entitled to adjust the pricing accordingly. Any such increase is justified even if an Agreement has been previously reached. In the case of an increase in price the deviation will be invoiced with a maximum of **40%**.

3.4 A composite price quotation shall not oblige Maritime Support to perform part of the order for a corresponding fraction of the quoted price.

3.5 Offers and quotations do not automatically apply to future assignments.

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3.6 Without prejudice to the provisions stated hereinafter, an Agreement between Maritime Support and the Client shall only be concluded after the moment when Maritime Support shall expressly have accepted a commission and/or an order in writing or otherwise, or shall have confirmed the same. The written confirmation of order shall be deemed fully and correctly to reflect the Agreement.

Any additional understandings entered into after the conclusion of the Agreement and/or promises made or made on behalf of Maritime Support by its employees, its sales persons, agents, representatives or any other intermediaries of Maritime Support, shall only be binding upon Maritime Support if these have been confirmed by Maritime Support in writing.

Article 4 The Agreement's establishment and duration

4.1 The Agreement will be concluded when Maritime Support confirms the assignment in writing of having received such or has commenced the performance thereof. The Agreement is concluded for an undetermined period unless the parties agree otherwise explicitly and in writing.

4.2 All assignments to persons working at Maritime Support are deemed to have been given exclusively to Maritime Support, even if it is the intention that an assignment will be carried out by a specific person. The effect of **articles 7:404 and 7:407 paragraph 2** of the Dutch Civil Code is excluded.

Article 5 Execution of work

5.1 Maritime Support determines the manner in which, and the personnel by which the services will be performed, Maritime Support will perform the services (and any additional work) to the best of its abilities, in its clients interest and in doing so, will exercise the required due care.

5.2 Maritime Support is authorised to make use of third parties for the execution of the agreement. Maritime Support shall consult in advance with the Client as much as possible and in any event exercise due care in the selection of third parties. Any liability of Maritime Support for a shortcoming of engaged third parties is excluded.

5.3 The Client must do any and all things that are reasonably necessary or required to enable Maritime Support to deliver punctually and properly, in particular by supplying (or causing the supply of) complete, sound and clear data or materials in a timely manner. If Maritime Support is required to perform more or other services due to late delivery or non-delivery of complete, sound and clear data and/or materials, or any change or error in instructions or briefings, such additional services will be charged separately on the basis of the Maritime Support's usual fee.

5.4 Maritime Support is entitled to require advance payment from the Client before proceeding to perform the Services. Costs and expenses incurred as a result of the Client failing to make this advance payment shall be for the account of the Client.

5.5 Maritime Support is entitled to dissolve the Order in full or in part or to suspend the fulfillment of its obligations if the Client deliberately misleads Maritime Support by withholding information or by incorrectly or incompletely answering questions or if Maritime Support had known the true state of affairs Maritime Support would not have effected an agreement with the Client. Maritime Support may terminate the agreement within two months after discovery with immediate effect.

5.6 Maritime Support, Maritime Support employees and or third parties involved by Maritime Support shall be entitled to refuse, suspend, interrupt or terminate their work at all times when there is sufficient evidence that these would be illegal or unlawful.

5.7 If after the conclusion of the Agreement Maritime Support has to perform more work or takes longer to perform its work than estimated and such additional time or work cannot be imputed to it, such additional costs are for the Client's account. In this event Maritime Support will inform the Client as soon as possible. In this event the Client may terminate the Agreement in writing from the date that the alteration comes into force, unless this alteration is related to changes in the relevant legislation or other conditions issued by authorized bodies. In the case of cancellation in accordance with this article the Client has an obligation to pay the proportionate costs for the services already provided by Maritime Support.

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5.8 Insofar as the Client and Maritime Support have agreed on any time periods within which the work shall be performed, either in the agreement to provide services or during the performance of those services, those periods will be of an indicative nature only, unless explicitly agreed otherwise. The mere fact of any stated term (of delivery) being exceeded shall not constitute default made by Maritime Support. In the event that the final deadline is exceeded by Maritime Support, Maritime Support must be held in default, whereby Maritime Support will be given a reasonable period of at least **14 days** to still comply with its obligation.

5.9 If third parties are engaged by Maritime Support to perform work in the context of the order at the Client's site or at a site designated by the Client. The Client will provide any reasonable facilities required by these employees free of charge.

Article 6 Payment

6.1 Payment must be made in Euro's by means of a transfer in favour of a bank account to be indicated by Maritime Support and within **30 days** after the invoice date unless agreed otherwise and, in so far as the payment relates to Work, without any entitlement to a discount or setoff. The associated transaction costs shall be borne by the Client. A complaint regarding certain work activities shall not suspend the Client's payment obligation relating to those or other activities or deliveries.

6.2 If the Client has not paid within the period stipulated in **Article 6.1**, the Client shall be in default by operation of law and without a warning or notice of default being required, Maritime Support shall be entitled to charge the other party with an interest of **2,5 percent per month** from the due date, until the date payment is completed and without prejudice to the user's other rights. All costs that arise by virtue of judicial or extrajudicial collection of the amount owed shall be for the Client's account.

6.3. Maritime Support is at all times entitled to demand [full or partial] advance payment or to provide security for the performance of its [payment] obligations under the Agreement.

6.4 Before commencing the Work and in the interim, Maritime Support is entitled to suspend the performance of the Work until the Client has paid an advance for the Work to be performed, to be determined reasonably by Maritime Support, or has furnished security for such amount.

Article 7 Complaints procedure

7.1 the Client can file a complaint if the Client is unsatisfied regarding the services carried out by Maritime Support and/or the amount of the invoice. The complaint will be examined and taken into consideration and settled according to the complaints procedure of Maritime Support.

7.2 Complaints about delivered services performed by Maritime Support, must only be handled by Maritime Support if such complaints are submitted in writing within **8 days** of discovery, or within **14 days** after the disputed services are delivered. The written complaint should specify the shortcoming in as much detail as possible, so that Maritime Support is in a position to respond appropriately.

7.3 If a complaint is well-founded by Maritime Support, Maritime Support will again carry out the activities as agreed unless it has been demonstrated in the meantime to the Client that this has become pointless.

7.4 If the performance of the agreed Services has become impossible or pointless, Maritime Support shall only be liable within the limits of **Article 9**.

Article 8 Force majeure

8.1 Maritime Support is not bound by any contractual obligation if Maritime Support is prevented from doing so as a consequence of a circumstance not attributable to fault and which is not regarded as their responsibility by virtue of the law, legal action or according to generally accepted standards.

8.2 In addition to that which is understood in law and jurisprudence, force majeure in these General Terms and Conditions, mean any circumstance independent of Maritime Support's will, whether or not foreseeable, as a result of which Maritime Support cannot comply with obligations temporarily or permanently, including war, the threat of war, [natural] disasters, blockades, riots, strikes, government intervention, weather conditions that are bad for the goods to be delivered, damage of lost raw materials, transport difficulties, fire and other industrial disturbances, the illness of employees, late delivery or absence of delivery by suppliers or other third parties or other reasons beyond our control.

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8.3 During the period of force majeure, Maritime Support shall be entitled to defer the fulfilment of its obligations under the Agreement. If this period lasts longer than one month, then Maritime Support as well as the Client is entitled to terminate the agreement without any obligation to pay damages to the other party.

8.4 Insofar as Maritime Support, at the time of the arising of force majeure, has already partly performed his obligations under the contract or will be able to perform them, and the part which has been or is to be performed has independent value, Maritime Support is entitled to separately invoice the part already performed or to be performed.

Article 9 Liability

9.1 In case Maritime Support is to be held liable that liability shall in all cases be limited. The liability shall be limited to the net amount invoiced for the task or circumstance in question. In case Maritime Support is held liable for contracts for an indefinite period of time the liability will be limited to the granting of compensation for no more than **three consecutive months**. In no event shall Maritime Support be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if has been advised of the possibility of such damages.

9.2 Liability cannot be derived if Maritime Support decides to offer payment or compensation to the Client in the context of a complaint as mentioned in

Article 7.

9.3 Maritime Support is not liable for damages that is a result of errors or shortcomings of third parties. The effects of **Article 6:76** of the Dutch Civil Code is explicitly excluded. The limitations on liability laid down in this Article apply to any third party that is involved in the implementation of any instructions or services whether or not in the service of Maritime Support or is or may be liable in connection therewith.

9.4 The Client shall indemnify Maritime Support against all potential claims made by third parties, including reasonable costs of legal assistance, related in any way with the work performed for the Client. Unless resulting from gross fault and/or intent on the part of Maritime Support.

9.5 Calculations, reports, procedures and recommendations delivered or designed by Maritime Support should be interpreted as advice and should be evaluated as such. This advice can be checked by Maritime Support but always has to be implemented by the Client. The Client shall be responsible for any further implications concerning the implemented procedures.

9.6 Notification of any damages considered by the Client caused from intent or willful misconduct of the General Manager/General Managers or management of Maritime Support shall be made as soon as possible, in writing, and in any event no later than **thirty (30) days** after the date on which the damage has occurred. Damage which is not reported to Maritime Support within this period shall not be eligible for compensation.

9.7 At all times Maritime Support is bound by a best efforts obligation and shall not constitute an obligation to perform or a guarantee commitment.

Article 10 Termination or cancellation

10.1 Maritime Support will be able to cancel the agreement with the Client immediately if: the Client is declared bankrupt, proceeds into partition, submits a request for a moratorium, or if the Client is granted a [provisional or definitive] moratorium, or if all or a part of the Client's assets are sequestered, attached or garnished; the Client, if he is a natural person, dies or is placed under legal restraint or if his goods are put under management; if the Client is a legal entity, the Client's liquidation is started or if a demand for the Client's dissolution is lodged, or if a decision to dissolve is taken with regard to the Client.

Article 11 Copyright

11.1 Unless otherwise specifically agreed in writing Maritime Support preserves the rights and powers vested in it under the Copyright Act. Maritime Support reserves all intellectual property rights in relation to products of the intellect that Maritime Support uses or may have used and/or has developed within the framework of the execution of the Engagement, in respect of which Maritime Support hold or can exercise copyrights or other intellectual property rights.

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Article 12 Intellectual property

12.1 All intellectual and industrial property rights to documents, software, equipment or other materials developed or provided under the Agreement, such as analyses, designs, documentation, reports, offers, as well as preparatory materials in that regard, shall be held solely by Maritime Support, its licensors or its supplier. The Client shall only constitute the right to the nonexclusive use in relation to the purpose for which the documents, software, equipment or other materials developed is provided. The Client is not authorised to reproduce, display, edit, distribute or otherwise use documents, software, equipment or other materials developed or provided under the Agreement by Maritime Support.

12.2 The Client shall not be permitted to remove any indication with respect to copyrights, trade rights, trade names or other rights of intellectual or industrial property from documents, software, equipment or other materials referred to in **Article 12.1**.

Article 13 Confidentiality

13.1 The Client and Maritime Support undertake reciprocally to maintain secrecy with regard to confidential information of the other party. Information is considered as confidential if this is communicated by the other party, or if this results from the nature of the information.

13.2 Notwithstanding the provisions of **Article 13.1**, Maritime Support is entitled to publish about the work Maritime Support performs under the Agreement it has with the Client unless otherwise agreed.

13.3 If Maritime Support is obliged pursuant to a statutory provision or a legal ruling to disclose confidential information to third-parties designated by the law or the court with competent jurisdiction, and the supplier is unable to invoke a right to privilege recognised or permitted by statute or by the court with competent jurisdiction, Maritime Support is not obliged to pay compensation for damages or other compensation and the counterparty is not entitled to dissolve the contract on the ground of any losses thus caused.

Article 14 Prohibition to recruit

14.1 During the fulfillment of the Agreement, and for a period of **twelve months** after the fulfillment of the Agreement, the Client may not in any way enter into an employment agreement with any employees assigned to the Client by or on behalf of Maritime Support.

14.2 In the event that the Client breaches the clause in **Article 14.1**, the Client will be charged, a directly claimable fine of **€ 25.000,-** per time including a fine of **€ 2.500,-** which shall be calculated for each day of continued infringement following the notification of Maritime Support.

Article 15 Disputes and applicable law

15.1 The parties will submit a dispute to the court only after they have made every effort to settle the dispute in consultation.

15.2 All agreements with Maritime Support and offers from Maritime Support are subject exclusively to Dutch law.

15.3 Disputes resulting from the agreements and offers to which these conditions apply shall be exclusively submitted to the competent court in The Hague.