

## Article 1. Definitions

1.01 Agreement: Any agreement, whether in writing or oral, for the provision of Services from Maritime Support to the Client. An agreement can be both oral and written agreements or a combination hereof.

1.02 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), rightsholder(s), successor(s) in title and heir(s).

1.03 Maritime Support: G ter Stege Maritime Support, registered at the Netherlands Chamber of Commerce under number 57833761 and the office of which is established and registered in Schoonhoven.

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

1.05 Terms and Conditions: All clauses embodied in this document, titled "General terms and conditions Maritime Support".

## Article 2. Applicability

2.01 The Terms and Conditions apply to any Agreement, whether oral or in writing, concluded between Maritime Support and Client. The Terms and Conditions also apply to offers, offer requests from Maritime Support and offer acceptances from Client in the field of consultancy and advising. The Terms and Conditions also apply to employees of Maritime Support. The Terms and Conditions also apply to third parties who are engaged by Maritime Support in an Agreement.

2.02 The provisions of the Terms and Conditions apply to the extent that parties have not excluded these in writing. Maritime Support hereby expressly rejects the applicability of any other set of terms and conditions used by Client.

2.03 If, at any time, one or more provisions of the Terms and Conditions are wholly or partially invalid or void, the applicability of the remaining provisions of the Terms and Conditions shall not be affected. Maritime Support and Client shall then enter into negotiations to agree on new provisions which will replace the invalid and/or void provisions and which will, as much as possible, be in accordance with the purpose and intent of the original provisions. If uncertainty exists regarding the interpretation of one or more provisions of the Terms and Conditions, then explanation must be found in line with those provisions. When explanation of one or more provisions is necessary, Maritime Support will give explanation on request.

2.04 If, at any time, Maritime Support does not require strict compliance with the Terms and Conditions, this does not mean that its provisions do not apply nor that Maritime Support would, in any way, lose its right to demand the strict compliance of the provisions of the Terms and Conditions.

2.05 Deviations from the Terms and Conditions can only be agreed upon in writing. Such deviations will only apply to the Agreement in the context of which these deviations have been made.

2.06 If the Terms and Conditions have also been prepared in a language other than Dutch, the Dutch text shall always be decisive in case of differences.

## Article 3. Agreement, offer and acceptance

3.01 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.

3.02 The prices stated in the offers 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 office of Maritime Support to the worksite as stated by the Client.

3.03 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 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 case of an increase in price the deviation will be invoiced with a maximum of 40% of the initial agreed amount.

3.04 A composite price quotation shall not oblige Maritime Support to performant of the order for a corresponding fraction of the quoted price or work.

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

3.06 Without prejudice to the provisions stated hereinafter, an Agreement between Maritime Support and the Client shall only be concluded after Maritime Support has expressly accepted 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 by Maritime Support or 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

4.01 The Agreement will be deemed concluded when Maritime Support has confirmed the assignment in writing of having received such or when the performance of the assignment has commenced. The Agreement is concluded for an indefinite period unless the parties agree otherwise explicitly and in writing.

4.02 All assignments to employees of 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

5.01 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 and in its Clients interest, and, in doing so, it will exercise the required due care.

5.02 Maritime Support is authorized hire third parties for the execution of the Agreement. Maritime Support shall consult in advance with the Client and exercise due care in the selection of third parties. Maritime Support shall in no way be liable for a shortcoming of engaged third parties.

5.03 The Client shall do any and all things that are reasonably necessary or required to enable Maritime Support to deliver punctually and properly. The Client shall do so by, in particular, supplying (or ensuring the supply of) complete, sound and clear data and/or materials in a timely manner. If Maritime Support is required to perform more or other Services due to late delivery or no delivery of complete, sound and clear data and/or materials, and/or any change and/or error in instructions and/or briefings, such additional Services will be charged separately on the basis of the Maritime Support's usual fee.

5.04 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.

5.05 Maritime Support is entitled to cancel the order in full or in part and/or to suspend the fulfilment of its obligations in case the Client deliberately misleads Maritime Support by withholding information or by incorrectly or incompletely answering questions; and in case Maritime support would not have entered into an Agreement with the Client had Maritime Support known the true state of affairs. Maritime Support may terminate the Agreement within two months after discovery with immediate effect.

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

5.07 If, after the conclusion of the Agreement, Maritime Support has to perform more work or take longer to perform its work than estimated and such additional time or work cannot be imputed to Maritime Support, such additional costs are for the account of the Client. In such event, Maritime Support will inform the Client as soon as possible. The Client may hereupon 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 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.

5.08 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 of Services 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.

5.09 If third parties are engaged by Maritime Support to perform work in the context of the order at the site of the Client 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**

6.01 Payment must be made in Euros 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 Services, without any entitlement to a discount or setoff. The associated transaction costs shall be borne by the Client. A complaint regarding certain Services shall not suspend the Client's payment obligation relating to the work activities, other activities or service deliveries.

6.02 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 Client with an interest of 2,5 percent per month from the due date until the date on which 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.

6.03 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.

6.04 Before commencing the works related to the Service and during the interim, Maritime Support is entitled to suspend the performance of the work until the Client has paid an advance for the Service, the amount of which is to be determined reasonably by Maritime Support, or until the Client has furnished security for such amount.

## **Article 7. Complaints procedure**

7.01 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.

7.02 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.

7.03 If Maritime Support considers a complaint to be 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 the performance of the activities has become pointless.

7.04 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**

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

8.02 In addition to that which is understood in law and case law, force majeure in the Terms and Conditions means 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, whether conditions that are bad for the goods to be delivered, damage or 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 the control of Maritime Support.

8.03 During the period of force majeure, Maritime Support shall be entitled to defer the fulfilment of its obligations under the Agreement. In case such period lasts longer than 30 days, Maritime Support is entitled to terminate the Agreement without any obligation to pay damages to the Client.

8.04 Insofar as Maritime Support, at the time of the arising of force majeure, has already partly performed his obligations under the Agreement 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**

9.01 In case Maritime Support is to be held liable, such liability shall in all cases be limited to the net amount invoiced to the Client for the task or circumstance in question. In case Maritime Support is held liable on its obligations agreed upon in Agreement for an indefinite period, the liability will be limited to the value of invoices to the Client for a period of three months. In no event shall Maritime Support be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits.

9.02 Liability cannot be derived from Maritime Support's decision to offer payment or compensation to the Client in the context of a complaint as mentioned in Article 7.

9.03 Maritime Support is not liable for damages caused by the act or neglect of third parties. The effects of Article 6:76 of the Dutch Civil Code is explicitly excluded. The limitations of liability laid down in this Article apply to the liability towards any third party involved in

the implementation of any instructions or Services, whether or not within the performance of the Service of Maritime Support or is or may be liable in connection therewith.

9.04 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.

9.05 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 and can only be implemented by the Client. The Client shall be responsible for any further implications concerning the implemented procedures.

9.06 Notification of any damages considered by the Client caused from intent or wilful misconduct of the management of Maritime Support shall be made as soon as possible, in writing, and in any event no later than 30 days after the date on which the damage has occurred. Maritime Support shall not be liable for damage which is not reported to Maritime Support within this period.

9.07 At all times, Maritime Support is bound by an obligation of best efforts and shall not bear an obligation to perform or a guarantee commitment.

## **Article 10. Termination or cancellation**

10.01 Maritime Support will be able to cancel the Agreement with the Client with immediate effect if the Client is declared bankrupt, proceeds into partition, submits a request for a moratorium, if the Client is granted a (provisional or definitive) moratorium, if all or a part of the Client's assets are sequestered, attached or garnished, if the Client is a natural person and dies or is placed under legal restraint or if his goods are put under management, if the Client is a legal entity and the Client's liquidation has 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**

11.01 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 Services, in respect of which Maritime Support holds or can exercise copyrights or other intellectual property rights.

## **Article 12. Intellectual property**

12.01 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 authorized to reproduce, display, edit, distribute or otherwise use documents, software, equipment or other materials developed or provided under the Agreement by Maritime Support.

12.02 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**

13.01 The Client and Maritime Support undertake reciprocally to maintain secrecy with regard to confidential information of the other

party. Information is considered confidential if this is communicated by the other party, or if this results from the nature of the information.

13.02 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.

13.03 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 recognized 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**

14.01 During the fulfilment of the Agreement, and for a period of 12 months after the fulfilment of the Agreement, the Client may not in any way enter into an employment agreement with any persons assigned to the Client by or on behalf of Maritime Support.

14.02 In the event that the Client breaches the clause in Article 14.1, the Client will be charged, a immediately payable fine of € 25.000, per breach including a fine of € 2.500, which shall be calculated for each day of continued infringement following the notification of Maritime Support to the Client regarding the breach.

## **Article 15. Disputes and applicable law**

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

15.02 The Terms and Conditions as well as all Agreements with Maritime Support and offers from Maritime Support are subject exclusively to Dutch law.

15.03 Disputes resulting from the Agreements and offers to which the Terms and Conditions apply shall be exclusively submitted to the competent court in The Hague.