

GENERAL TERMS AND CONDITIONS MPC MARINE & PORT CONSULTANCY B.V. IN BREDA

1. Applicability

- 1.1 These general conditions apply to all offers that MPC Marine & Port Consultancy B.V. make, oral and written agreements that MPC Marine & Port Consultancy B.V. close and all - including future - agreements that MPC Marine & Port Consultancy B.V. close. In these terms and conditions, MPC Marine & Port Consultancy B.V. hereinafter referred to as "contractor", while the counterparty is hereinafter referred to as "client". Client means the legal person or natural person, acting in the exercise of a profession or business, who instructs the execution of an agreement with the contractor. These general terms and conditions can be invoked by anyone engaged by the contractor in the context of the execution of the agreement. Subsequently in writing both a statement on paper and a statement by fax and a statement by e-mail are included. Once contracted on the basis of these conditions, they also apply to future transactions, with the most recent version of the conditions then being valid.
- 1.2 Deviation from a provision of these general terms and conditions and/or a provision of an agreement between the contractor and the client is only valid if and insofar as it is agreed in writing between the client and the contractor and only relates to the relevant agreement.
- 1.3 The applicability of possible general terms and conditions of the client and/or different terms and conditions than the general terms and conditions of the contractor is excluded, unless expressly accepted in writing by the contractor.
- 1.4 If any provision of these general terms and conditions is null and void or annulled, the other provisions of these general terms and conditions will remain applicable, and the parties undertake to replace the void provision with a legally valid provision that does as much as possible with the purport of the void provision.

2. Offers and realization agreements

- 2.1 All offers from the contractor are without obligation and expire after a period of one month after the date thereof. Information provided with an offer will only be provided as an indication without the performance having to comply with it. A non-committal offer can be revoked by the contractor within four working days after acceptance by the client.
- 2.2 An agreement is concluded at the moment that an agreement is signed by the contractor and the client, including an confirmation of the assignment/purchase order/order confirmation, has been returned by the contractor or if after commissioning by the client the contractor starts with the execution of that assignment.
- 2.3 Verbal commitments by the contractor are not binding on the contractor unless they have been confirmed in writing by the contractor.

3. Execution of the agreement

- 3.1 The contractor will make every effort to execute the assignment/agreement as carefully as possible, with due observance of the provisions of the following paragraphs of this article. The contractor explicitly does not have an obligation to achieve results with regard to the assignment/agreement.
- 3.2 "Assignment" means the work to be performed by the contractor on the basis of the agreement for the client, or the services to be provided or the goods to be delivered; or, according to the context, the contract that obliges this performance.
- 3.3 The client shall, at the request of the contractor or otherwise, render the contractor, in connection with the execution of the agreement, all necessary data and documents, as well as data carriers, available in such a timely manner that the contractor can schedule and execute the Agreement without objection within its company. The contractor has the right to attach further requirements to this provision.
As long as such data and documents are not fully provided to the contractor, the time at which the contractor will commence performance will be suspended.
- 3.4 The client guarantees the correctness, completeness and reliability of all data and documents made available to the contractor. This also applies if these data and documents come from third parties.
- 3.5 The Contractor does not accept any liability with regard to the correctness, completeness and reliability of the data and documents referred to in Article 3.4 above, and has no obligation to investigate in this respect.
- 3.6 The contractor is free to have the assignments given to the personnel appointed by it under its responsibility and without the permission of the client, if necessary with the assistance of auxiliary personnel and third parties. The choice of the third party to be engaged by the contractor will, where the contractor deems this advisable, take place in consultation with the client and with due observance of the necessary care.
- 3.7 Instructions are carried out for the benefit of the client only. Third parties may not derive any rights from the contents of the activities carried out.
- 3.8 Parties are obliged to inform each other as quickly as possible regarding facts and circumstances that may be of importance for the execution of the agreement.

4. Change in the agreement

- 4.1 If the client makes changes to the agreement and/or the assignment after the conclusion of the agreement, the contractor is entitled to adjust the agreed term and/or the agreed price or to fully or partially cancel the execution of the agreement.
- 4.2 The contractor is also not obliged to carry out a change proposed by the client. The costs resulting from such changes will be charged to the client and will be charged by the contractor to the client via the then applicable prices.
- 4.3 Contractor is entitled to an extension of the term and/or compensation if the work is delayed by the change.
- 4.4 The lack of a written order concerning the amendment will leave the contractor claims to payment intact.

5. Delivery; Risk transition and Deadlines for compliance

- 5.1 All (delivery) terms mentioned by the contractor or agreed with it have been determined by it to the best of its knowledge on the basis of the information known to the contractor at the conclusion of the agreement, and are never fatal. The contractor will make every effort to comply with the agreed (delivery) installments as much as possible. The mere exceeding of a specified or agreed (delivery) period does not result in the contractor being in default. There is only a strict deadline if the parties explicitly agree on this in writing.
- 5.2 In all cases, therefore also if the parties have explicitly agreed a final deadline in writing, the contractor shall first be in default as a result of exceeding time after the client has given notice of default by registered letter, whereby the contractor must be given a reasonable period for compliance to be determined after consultation with it and this period has not been fulfilled by the contractor.
- 5.3 The contractor is not bound to (delivery) periods that can no longer be met as a result of the force majeure referred to in Article 12. Nor is the contractor bound to a delivery term if the parties agree on a change in the content or scope of the agreement (including not exhaustively understood additional work, modification of specifications), which has consequences for the initially agreed (delivery) term.

6. Delivery and acceptance test

- 6.1 The contractor will inform the client that - parts of – the agreed work on the basis of the agreement is ready and must therefore be considered as delivered.
- 6.2 Without prejudice to the provisions in section 6.1 above, each of the parties has the right to require the other party within ten days after the Contractor has declared in accordance with the provisions of section 6.1 that (part of) the agreed work as completed should be considered an acceptance test must take place. Each of the parties is obliged to provide reasonable cooperation in conducting such an acceptance test.
- 6.3 The client is obliged to examine the agreed activities for completeness and accuracy within seven days after the end of the acceptance test or after signing the timesheet and/or the service report, and, if it detects defects, immediately notify the contractor in writing. Small, non-essential defects that the contractor can repair soon do not provide grounds to withhold acceptance of delivery, in which case the approval is deemed to have been made under the conditions that the contractor removes such defects within a reasonable period of time. If approval has taken place, the contractor is released from liability for defects that the contractor could reasonably have discovered at the time of the acceptance test. The agreed work must then be regarded as delivered.
- 6.4 If no acceptance test takes place, the client is obliged to examine the contractor's performance as quickly and completely as possible - but in any case within a period of two days after delivery or completion of the work - to its agreement with what has been agreed and any complaints made in writing and motivated to inform the contractor within this period of two days.
- 6.5 At the time that the client makes use of the work carried out by the contractor, including but not exhaustively intended for the - partial - commissioning of installations, the delivery thereof, irrespective of the results of the acceptance test, is accepted by the client.
- 6.6 If the client does not comply with the terms mentioned in this article, the performance performed by the contractor shall be deemed accepted. If the contractor performs work in this situation as a result of complaints from the client, this will be done on the basis of leniency, without any liability being accepted. If the contractor performs work on unjustified complaints, these will be charged to the client in accordance with contractor's usual rates.

7. Tariffs

- 7.1 The contractor will charge the client a fee for the services to be provided. This rate will be recorded in writing. However, the contractor always reserves the right, after having given notice to the client, to adjust its rates, whether agreed or not, to the development of the cost price and the performance to be performed.
- 7.2 Unless otherwise agreed in writing or indicated by the client, the contractor's rates are always exclusive of sales tax (VAT).
- 7.3 If, in the opinion of the contractor, the scope of the work of the contractor gives reason to do so, the contractor has the right to perform the work in advance relating to an advance payment from the client.
- 7.4 If work cannot be carried out at scheduled times as a result of causes which are located in the client's organization, or otherwise attributable to the client, the extra interventions will be charged to the client in accordance with contractor's usual rates. The

rate for work that falls outside the agreed hours on assignment of the client and/or that is performed outside the agreed area of work may be charged with an additional fee.

7.5

7.6 If the contractor is required to perform more or other work due to late delivery or non-delivery of complete, sound and clear data and/or materials, or any change or error in instructions, then reasonably could be expected by the contractor, the contractor, notwithstanding the provisions in the general terms and conditions, has the right to charge this work separately, on the basis of the usual rates applied by the contractor, unless otherwise agreed in writing.

8. Payment

8.1 Payment by the client must always take place within 30 days of the invoice date.

8.2 Any possibility for the client to set-off amounts owed to the contractor against claims which it believes to have on the contractor is excluded. Likewise, any right of the client to suspend the payment of any amount that it owes to the contractor is excluded.

8.3 As soon as the client becomes in default with payment, the client will owe the statutory commercial interest as referred to in Article 6: 119a of the Dutch Civil Code.

8.4 If the client is in default in the fulfillment of its obligations under the agreement, all costs incurred in obtaining payment in and out of court shall be borne by the client. Legal interest is due and payable on the collection charges.

8.5 If the client makes a payment to the contractor, it will first be deducted from any costs owed, also on the interest owed to the contractor, and, finally, on the owed (each time the oldest) principal sum.

8.6 If the client is in default with the payment of outstanding invoices from the contractor, the contractor has the right to suspend all work that it has to perform on behalf of the client by virtue of any agreement.

8.7 The client is obliged to, in accordance with the provisions in art. 6:51 of the Dutch Civil Code at the first request of the contractor to provide sufficient security if the contractor reasonably fears that the client will not or will not fully fulfill his obligations. This is certainly the case if the client does not fulfill one or more due and payable obligations towards the contractor, on any ground whatsoever.

9. Objections and consequences

9.1 Without prejudice to the provisions in article 6 above, objections to the work carried out by the contractor must be notified in writing, and as fully and detailed as possible, to the contractor within 5 days after the defect has become known to the client or after the defect at the client could have been known, failing which the client is not entitled to a defect in the performance of the contractor.

9.2 Objections about the invoice must be made known to the contractor in writing within 10 days of the date of dispatch of the invoice, in the absence of which the correctness of an invoice between the parties is established, without prejudice to the right of the contractor to correct obvious errors.

9.3 Objections as referred to in this article do not suspend the payment obligation of the client.

9.4 In the event of a rightful objection (in the reasonable opinion of the contractor) the contractor has the choice between adjustment of the amounts charged or to be paid, the free improvement or re-performance of the rejected work or the whole or partial no longer carrying out the assignment for a refund in proportion to the amounts already paid. The contractor is obliged to take reasonable account of the interests of the client when making its choice.

10. Liability/Indemnity

10.1 With due observance of the provisions in these general terms and conditions, the contractor can only be sued in court for one year after the date of delivery due to an attributable shortcoming/unlawful act.

10.2 The total liability of the contractor due to attributable shortcoming in the fulfillment of the contract, unlawful act and/or any other basis, is limited to compensation of an amount equal to the direct damage suffered and/or to be suffered by the client, this with a maximum of the agreed price for the defective performance (excluding VAT). If the agreement is mainly a continuing performance contract with a term of more than one year, the price stipulated in the previous sentence shall be the total of the fees (excluding VAT) that for the year prior to the occurrence of the damage is stipulated. Under no circumstances will the total compensation for damages exceed the amount that is paid out under the liability insurance of the contractor in the relevant case.

10.3 Under direct damage is only understood the reasonable costs that the client would have to incur in order to remedy the defective performance of the contractor so that it complies to the Agreement.

10.4 Liability of the contractor for indirect damage, consequential damage, loss of profit, missed savings, reduced goodwill, loss due to business stagnation, damage caused by claims from the client's customers, mutilation or loss of data, damage due to the use of matters, materials or software of third parties, damage related to the engagement of third parties by the contractor and all other forms of damage besides those mentioned in Article 10.1, on any account whatsoever, shall be excluded.

- 10.5 The limitations mentioned in articles 10.1 to 10.3 shall not apply if and insofar as the damage is the result of wilful intent or deliberate recklessness by the contractor.
- 10.6 The contractor is only liable to pay compensation if the client has complied with the regulations and terms of the provisions in these general terms and conditions. Any claim for damages against the contractor will be cancelled by the mere expiry of twelve months after the occurrence of that claim.
- 10.7 The provisions of this article also apply to all (legal) persons that the contractor uses to execute the agreement.
- 10.8 The risk of loss or theft of or damage to objects, products, software or data which are the subject of the Agreement shall pass to the client at the time they have been placed at the actual disposal of the client or an assistant used by the client.
- 10.9 In this article, an attributable shortcoming also includes unlawful actions.
- 11 Cancellation and dissolution**
- 11.1 The contractor has the right to terminate the agreement with the client with immediate effect if the client is in a state of bankruptcy, if the client (on a temporary or permanent basis) is granted a moratorium, or if the client has ceased his business, or with regard to its judicial debt restructuring will be opened, or if the client fails to comply with one or more obligation(s) under the agreement concluded between the parties and/or these general terms and conditions. The contractor will never be obliged to pay any compensation because of this cancellation.
- 11.2 In the case of cancellation in accordance with the provisions of article 11.1, all claims of the contractor against the client will become immediately due and payable. In that case, the client also owes the damage suffered by the contractor, including the loss of profits over the remaining term of the agreement plus all costs made and yet to make.
- 11.3 Unless otherwise agreed, the term of notice of a continuing performance contract is [1] month. Cancellation must take place by means of a registered letter. A fixed-term contract cannot be terminated prematurely. If a fixed-term contract is not terminated in time, it will automatically be extended for the same duration as the originally agreed duration.
- 11.4 If the client terminates the agreement prematurely while this has not been agreed, or the client requires the contractor to suspend its services due to factors that are not related to the nature of the contractor's performance, then the client will owe the contractor a full compensation.
- 11.5 The provisions of this article do not affect the possibility, if there are grounds for doing so, of dissolving an agreement in court or by means of a written statement.
- 12 Force majeure**
- 12.1 Without prejudice to the provisions of Section 6:75 of the Dutch Civil Code, force majeure will apply to any circumstance that prevents fulfillment of the obligations under the agreement (such as weather conditions, government measures, fire, accidents, labor unrest, stagnation in the regular course of business of the client and partial non-fulfillment on any ground of both third parties and suppliers engaged by the client and the contractor) and which cannot reasonably be attributed to the contractor.
- 12.2 If the contractor expects that as a result of force majeure it will fail in the fulfillment of an agreement, or if there is a case of force majeure, it will inform the client as soon as possible.
- 12.3 If the contractor is prevented from fulfilling the agreement due to force majeure, it has the right to, without any obligation to pay damages, and without prejudice to the further rights belonging to it, to suspend the execution of the agreement during the period of force majeure or to dissolve it by means of a written notice.
- 12.4 If the contractor has partially fulfilled its obligations on the occurrence of the force majeure, or is only able to fulfill part of its obligations, it has the right to invoice the part of the agreement that has already been performed or to be performed separately, whereby the work performed/to be performed is charged as if it were work performed on the basis of an independent agreement.
- 13 Confidentiality**
- 13.1 The parties are obliged to keep secret all confidential information that they have obtained from each other or from another source within the framework of the agreement and its execution. Information is considered confidential if the confidentiality has been communicated by the other party, or if this results from the nature of the information, and the information does not belong to the public domain. This obligation is applicable during the term of the agreement and twelve months after termination thereof.
- 13.2 The party that receives confidential information will only use it for the purpose for which it was provided.
- 13.3 After completion of the agreement, each of the parties is obliged to return the information carriers obtained under the agreement, including written documents, database files and equipment, as soon as possible after a request from the counterparty with a reasonable term to the party from whom these are from.

- 14. Secondment**
- 14.1 Any secondment shall take place at the expense and risk of the client, unless and insofar as there is evidence of an attributable shortcoming or unlawful acts by the contractor to be proven by the client. The contractor is only obliged to provide a worker who has the knowledge and experience required for the performance of the agreed work. The client indemnifies the contractor against the liability arising from the provisions of Article 7: 658 of the Dutch Civil Code for situations and circumstances that take place at the client.
- 14.2 Without the prior written consent of the contractor, the client is not permitted to actively approach an employee who is employed by the contractor or engaged by the contractor to enter into an employment contract with him, or otherwise to have work done for himself or others without that the contractor knows about it. This prohibition applies during the employment relationship with the contractor and twelve months thereafter or during the secondment and twelve months after the end of that period.
- 15 Penalty determination**
- In the event of violation of the provisions of Articles 13 and/or 14, the client owes the contractor an immediately due and payable fine of € 50,000 (fifty thousand euros) per violation and of € 5,000 (five thousand euros) per day - in the event of violation of the provisions of article 14: per employee/engaged third party - that the violation continues, without prejudice to the right of the contractor to full compensation and performance.
- 16 Other provisions**
- 16.1 The client is not permitted to transfer any right from a contract with the contractor to third parties.
- 16.2 The client is obliged to obtain and maintain a customary insurance policy in which the contractor (including the subcontractors and auxiliary personnel to be engaged by the contractor for the performance of the contract) is included as co-insured if the contractor's activities serve to the company of the client, unless otherwise agreed in writing. The client shall ensure that the contractor receives written proof of the existence and the content of the insurances referred to above in writing as soon as possible.
- 17 Applicable law and competent court**
- Dutch law applies to all agreements between client and contractor. Disputes arising from or in connection with the assignment/agreement, as well as disputes concerning these general terms and conditions, will in the first instance only be submitted to the Zeeland-West Brabant District Court.