



General Terms and Conditions Maritime Consult

1. Definitions

The following terms are defined as indicated below:

- 1.1 Task: an agreement for a task in the sense of Article 7:400 et seq. of the Civil Code of The Netherlands (hereinafter referred to as "(D)CC", in which Maritime Consult Lacet NL (hereinafter referred to as "Maritime Consult") undertakes to the client, to carry out consultancy activities for the organization of the client (or have them carried out). The agreement is laid down in writing and contains (inter alia) a description of the activities to be carried out.
- 1.2 Advisory task: the task to provide a contribution to determining, analyzing and solving questions of management, policy, organization and operation for a client, which arise in and/or with regard to an organization and/or between organizations.
- 1.3 Client: the natural person or legal person who has concluded an agreement as the other party with Maritime Consult to carry out a Consultancy task for an organization (or have it carried out).
- 1.4 Contractor: Maritime Consult who has accepted the consultancy task for the organization as referred to in 1.2 as the party carrying out the task.
- 1.5 Executor: the natural person or legal person who is charged with carrying out the task on behalf of Maritime Consult.
- 1.6 Parties: the client and Maritime Consult.

2. In General

- 2.1 All tasks are exclusively accepted and carried out by Maritime Consult setting aside Articles 7:404 and 7:407, paragraph 2 of the (D)CC.
- 2.2 All clauses in the general terms and conditions have also been made on behalf of all those who are employed by Maritime Consult.
- 2.3 All the activities which are carried out by the executors of the task in the context of the task are deemed to be activities by or on behalf of Maritime Consult.

3. Applicability of the General Terms and Conditions

- 3.1 All the clauses in these General Terms and Conditions apply to all offers, activities, events (exhibitions/trade missions) made by Maritime Consult and to all the agreements for consultancy tasks, related to carrying out activities/events for the client, including all the agreements arising from this or related to this, between Maritime Consult and the client, or their legal successors respectively.
- 3.2 It is possible to deviate from these General Terms and Conditions only on the basis of an agreement in writing.
- 3.3 If any clause in these General Terms and Conditions or the agreement is null and void, the remainder of the agreement continues to apply and the clause concerned will be replaced on the basis of consultation between the Parties by a clause which is similar as possible to the scope of the original clause.

4. Starting points

- 4.1 Maritime Consult is responsible for the integrity of its activities, must act with expertise in relation to the task and the client, must guarantee his/her professional and client-related independence, avoid other interests from those of the task itself from playing a role in the commission, and undertakes the obligation to talk to the client regarding his conduct if he does not conduct himself as a good client
- 4.2 The client is honest in the preliminary discussions with Maritime Consult, about the competition by other organizational consultants, the criteria which apply for selection and the period in which the choice is made.
- 4.3 The client is responsible for a justified policy of awarding commissions.
- 4.4 The client is careful about providing information which is required, whether asked for or unasked for, in order to carry out the task well and effectively.
- 4.5 The client acts as a reliable partner by promptly and wholly fulfilling agreements, including the payment of invoices.

5. Drawing up the agreement for the task

- 5.1 The agreement for the task is drawn up at the moment that the agreement for the task signed by the parties, or the confirmation of the task and the necessary data and information on the basis of the applicable law and regulations have been received by the person carrying out the task.
- 5.2 The agreement for the task is the agreement of the wishes of the client and Maritime Consult drawn up in writing which, where applicable, contains the following agreements on the content and conditions of the execution of the contract:
 - a description of the contents and scope of the task;
 - the intended aim of the task;
 - (the part of) the organization to which the task relates;
 - reciprocal relations in the organization and joint working methods;
 - the restrictions of the execution of the task;
 - the choice of persons executing the task to be put in by Maritime Consult and the employees deployed by the client as well as the appointment of a project manager and contact person;
 - the bodies, groups or people to whom information must be provided in advance, during and after the task;
 - an indication of the time required for the execution of the task, the stages of the period and the course of action if the actual period deviates from the indication;
 - determining the person or persons advised by Maritime Consult and to whom and how reports are sent on the process of the task;
 - an estimate of the costs and the course of action if the actual costs exceed the estimate;
 - the basis for fees and the method of invoicing;
 - the course of action when third parties are brought in and the invoicing thereof;
 - (if applicable) property and copyrights;
 - the discussion afterwards and the evaluation of the task;
 - the desired or necessary aftercare.

6. Provision of information, employees and work space by the client

- 6.1 The client is responsible for ensuring that all data and information which Maritime Consult indicates are necessary or which the client should reasonably understand are necessary for the execution of the agreement are provided promptly in the form and way as requested, to Maritime Consult.
- 6.2 If the data and information required for the execution of the agreement have not been provided promptly or properly to Maritime Consult, Maritime Consult has the right to suspend the execution of the agreement or to charge the extra costs arising from the delay to the client in accordance with the customary rates.
- 6.3 The client is obliged to inform Maritime Consult immediately of facts and circumstances which could be important in connection with the execution of the task.
- 6.4 The Client is responsible for the accuracy, completeness and reliability of data and information provided by him or in his name to Maritime Consult.
- 6.5 If requested by Maritime Consult, the client will make available employees of his own organization free of charge, who are (or will be) involved in the activities of Maritime Consult.
- 6.6 If requested by Maritime Consult, the client shall make available a workspace and other (office) facilities to Maritime Consult free of charge, which could be necessary to be able to carry out the task on location.



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7. Confidentiality

7.1 Maritime Consult shall observe the rules of due diligence and confidentiality with regard to third parties who are not involved in the execution of the task, regarding all the confidential data or information that is sensitive to competition of the client, which has come to his knowledge in the context of the task, unless there is a legal or professional duty for Maritime Consult to reveal this, Maritime Consult has to defend him/herself before the (disciplinary) court, the client has discharged Maritime Consult from the obligation of confidentiality, or the information is available through public sources. Maritime Consult must take all the precautionary measures necessary in the context of the task to protect the client's interests.

7.2 Without the consent of Maritime Consult, the client may not make any statement to third parties regarding the approach, procedure, content of the advice or opinions of Maritime Consult, or make his report or any other written or unwritten material available or publicize it in any other way, unless there is a legal or professional obligation for the client to make it public.

8. Intellectual property rights

8.1 Models, techniques, instruments, including software, and other intellectual products which have been used for the execution of the task or are included in the advice or result of the examination, are and continue to be the property of Maritime Consult insofar as they are not already owned by third parties. Therefore their publication, further use or further dissemination can take place only after obtaining the consent of the Maritime Consult, without prejudice to the provision of clause 5.2.

8.2 The client has the right to reproduce documents for use in his own organization insofar as this is appropriate with regard to the aim of the task. In the event of the interim termination of the task, the above applies correspondingly.

9. Execution of the task

9.1 The task is carried out by or on behalf of Maritime Consult in accordance with his/her best insight and ability and in accordance with the demands of professionalism and due diligence.

9.2 The obligation referred to in clause 9.1 has the character of an obligation of due diligence, because achieving the intended result cannot be guaranteed unless Maritime Consult and the client explicitly conclude an agreement in writing about the result to be achieved before accepting the task, and if it has been agreed between the parties that the description of the result to be achieved can only be interpreted in one way and the result can be objectively determined (obligation with regard to results). If the obligation in writing with regard to results does not comply with the above cumulative requirements, the client cannot appeal to the obligation with regard to results of Maritime Consult. The same applies if the result is not achieved for reasons unrelated to the influence of Maritime Consult.

9.3 After consultation with the client, Maritime Consult can replace one or more executors of the task. The change must not reduce the quality of the activities to be carried out in the context of the task or negatively influence the continuity of the task. A change in the people executing the task can also take place at the request of the client in consultation with Maritime Consult.

9.4 Involving or bringing in third parties in carrying out the task by the client or by Maritime Consult can only take place following mutual consultation.

9.5 The client accepts that the timing and costs of the task can be changed if the parties reach an interim agreement to change the approach, procedure or size of the commission or to extend the advisory activities for the organization arising from this.

9.6 If an interim change becomes necessary in the task or the execution of the task as a result of the activities of the client, Maritime Consult must make the necessary adaptations if the quality of the service requires this. If this sort of adaptation results in additional work, this must be confirmed as an additional task by the client. If the client does not confirm this within fourteen days after being requested to do so in writing, Maritime Consult has the right to immediately terminate the agreement without any legal intervention and without being obliged to pay the client any compensation for damages.

10. Duration and conclusion of the task

10.1 The duration of the task can be influenced by all sorts of factors apart from the efforts of Maritime Consult, such as the quality of the information obtained by Maritime Consult and the cooperation which is provided. Therefore Maritime Consult cannot say exactly in advance how long the period will be to carry out the task. For this reason, the periods within which the activities must be completed are only firm periods if this has been agreed in writing.

10.2 The task is concluded in a financial sense as soon as the final bill has been approved by the client. The client must inform Maritime Consult of this within a period of thirty days after signing the final bill. If the client does not respond within this period, the final bill is deemed to have been approved.

11. Interim termination of the task

11.1 The parties can unilaterally terminate the agreement prematurely if one of them considers that the execution of the task can no longer take place in accordance with the agreement on the task and any later additional agreements. The other party must be informed of this in writing, stating reasons. Maritime Consult or the client may only make use of the possibility of terminating the agreement prematurely if the completion of the task cannot reasonably be carried out as a result of the facts and circumstances which cannot be attributed to the influence of the party terminating the agreement or cannot be attributed to him/her. Maritime Consult retains the possibility to claim for the payment of the statement of expenses for activities carried out up to that time, and the interim results of the activities carried out up to that time are provisionally made available to the client if possible. Insofar as this incurs, extra costs are charged for these.

11.2 In the case that one of the parties is declared bankrupt, requests a suspension of payments or ceases business activities, the other party has the right to terminate the task without observing a period of notice, while retaining rights.

12. Fees

12.1 If forms of calculating fees are used to calculate the consultancy activities for the organization other than the amount of work and costs devoted to the task, or the fee is a fixed sum, a clear description must be included of this in the agreement with the client. In that case Maritime Consult must make sure that this serves the interests of the client and that his own independence is guaranteed.

12.2 With regard to the rates and the estimates of costs based on these, the agreement explicitly states whether this includes the secretarial costs, traveling hours, travel and accommodation expenses and other costs related to the task. Insofar as these costs are not included, they can be calculated separately provided explicit agreements have been made on this in writing. An interim change in the level of the salaries and costs which means that Maritime Consult must adapt the rates or other above-mentioned reimbursement of costs, is charged on. The fee does not include any interest costs unless indicated otherwise in the agreement.

12.3 The fee for Maritime Consult, if necessary increased by advances and statements from third parties who have been contracted in, is charged monthly, quarterly, annually or after the conclusion of the consultancy activities for the organization, unless the client and Maritime Consult have made other agreements about this. The V.A.T. is charged separately on all the amounts due to Maritime Consult by the client.

12.4 If the client wishes to have an examination carried out by a chartered accountant of the statement by Maritime Consult, he/she will cooperate with this. The costs of this sort of examination are at the client's expense.

13. Conditions of payment

13.1 The payment by the client must take place without a deduction, discount or settlement of debts, within the agreed periods, but in no case later than thirty days after the date of the invoice. Payment must be made by means of a transfer to a bank account indicated by Maritime Consult.

13.2 If the client has not paid within thirty days after the date of invoice, Maritime Consult has the right, after he has reminded the client at least once to make the payment, to charge the client the legal interest from the date of expiry up to the date of complete payment, without any further notification of default and without prejudice to the other rights of Maritime Consult.

13.3 All the reasonably incurred court costs and out of court costs (of collection) incurred by Maritime Consult as a result of the failure of the client to observe his obligations with regard



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to payment are at the client's expense.

13.4 If the financial position or the payment behavior of the client gives rise to this in the opinion of Maritime Consult, Maritime Consult has the right to request the client to immediately provide (additional) security in a form determined by Maritime Consult. If the client fails to provide the required security, Maritime Consult has the right, without prejudice to his other rights, to immediately suspend the remaining execution of the agreement, and everything which the client is due to Maritime Consult for any reason can be claimed immediately.

13.5 In the case of a task commissioned jointly, the clients are severally responsible for the payment of the invoiced sum irrespective of the name on the statement, insofar as the consultancy activities for the organization have been carried out for the joint clients.

14. Recruiting or employing mutual personnel

14.1 During the execution of the task or within one year after the termination of the task, none of the parties may employ personnel of the other party who are (or were) involved in the task, or in any other way have him/her employed for him/herself or another, except after consultation with the other party.

15. Complaints

15.1 A complaint about activities carried out or an invoiced sum must be sent to Maritime Consult in writing within thirty days after sending the documents or the information about which the client is complaining, or if the client demonstrates that he could not have reasonably discovered the shortcoming earlier, within thirty days after the discovery of the shortcoming. Exceeding this period results in the expiry of all claims.

15.2 A complaint does not suspend the client's obligation for payment unless and until Maritime Consult informs the client that he considers the complaint to be founded.

15.3 In the case of a justified complaint, Maritime Consult has the choice between adapting the sum of the invoice, improving the activities free of charge or carrying out the activities concerned again, or to partly or wholly not/no longer carry out the task.

16. Liability

16.1 Except where there is intent or gross negligence, any liability of Maritime Consult on any grounds whatsoever or in respect is limited to the amount specified in clause 16.2.

16.2 The liability for the damage caused by the shortcomings is limited to the sum of the fee which Maritime Consult has received for his activities in the context of that task.

16.3 For tasks which last for a period longer than six months, there is a further restriction of the liability referred to here up to a maximum of the sum of the statement for the last six months.

16.4 Any claims by the client in this sense must be submitted within one year after the discovery of the damage and if the client is in default in this respect, his rights are forfeited.

17. Applicable law

17.1 The laws of the Netherlands shall apply to all agreements concluded between Maritime Consult and the client.