

## ARTICLE 1 – GENERAL

1. Bureau Scheepvaart Certificering B.V., hereinafter referred to as “BSC”, is a private company with limited liability with the purpose of inspecting and certifying ships in accordance with national and international regulations in so far these apply for the promotion of safe shipping and the protection of the environment.
2. These conditions apply to all contracts and agreements.
3. The legal relationship between BSC and the Client is exclusively governed by these general conditions to the exclusion of all other (purchase) conditions. The term Client in these general terms and conditions refers to all companies or persons, or its/his authorised representatives who have granted a contract.
4. All offers, deliveries and services of BSC take place exclusively subject to these general terms and conditions.
5. Special provisions that deviate from or supplement these conditions are only binding if they have been confirmed by BSC in writing and only apply to each specific case.
6. All offers of BSC are without obligation.
7. All information and/or specifications provided in an offer are always estimates and only binding if confirmed by BSC in writing.

## ARTICLE 2 – INDEPENDENCE AND IMPARTIALITY

1. BSC aims for an objective and independent examination. Examinations will only take place based on laws and regulations laid down by the governments.
2. BSC will carry out the accepted contract to the best of its knowledge and ability, meticulously and without prejudice, as may be expected from an impartial inspection firm.

## ARTICLE 3 – CONFIDENTIALITY

1. BSC undertakes to maintain strict confidentiality with respect to all information it has obtained about its clients, subject to the exceptions mentioned in this article.
2. The Client expressly agrees that the Dutch Human Environment and Transport Inspectorate, hereinafter referred to as “ILT”, may at all times request BSC for access to the technical ship files and the associated drawings, in accordance with the contractual obligations imposed on BSC by ILT.
3. BSC and its employees are, as far as possible, required to observe the confidentiality of anything they learn upon acceptance and during the implementation of the contract, as well as of its report provided to the Client.
4. In addition to the provisions of paragraph 2, BSC is entitled to disclose information about the Client:
  - a) if the Client expressly authorises BSC to do so;
  - b) if BSC is required to do so by law;
  - c) if this is imposed by the public authorities.

## ARTICLE 4 – CONTRACT AND CONTRACT CONFIRMATION

1. Each contract only relates to the purpose indicated in it; no consequences for any other purpose can be attributed to it.
2. BSC will confirm the acceptance and any additions and/or amendments to the contract digitally or in writing. The confirmation will clearly describe the purpose of the contract and a detailed description of the ship in question.
3. Any later additional agreements or amendments will only be binding if these have been confirmed by BSC in writing. Agreements that have been made with and/or promises made by the staff of BSC must also be confirmed by BSC in writing before they become binding.

4. Costs of additions and/or amendments to the contract of agreement by the Client will be at his expense.
5. The contract confirmation will emphasise that all sub-contracts arising from the contract will be subject to these general terms and conditions, unless expressly agreed otherwise.
6. The Client accepts these general terms and conditions by signing the contract confirmation or by giving digital approval by e-mail.

## **ARTICLE 5 – OBLIGATIONS OF THE CLIENT**

1. The Client must ensure that all entrances to the ship are safely accessible to the inspectors of BSC. The environment must be arranged in such a way that all work can be carried out safely by BSC.
2. The Client will ensure that all statutory requirements concerning working conditions, safety and health are met.
3. The obligations in this article concern all workplaces over which the Client has control, such as ships and confined spaces in ships, shipyards, slipways, offices and tools to inspect standing masts.
4. The Client is responsible for the made appointments. If an appointment unexpectedly cannot take place, the Client is required to timely (at least 1 business day before the inspection) inform BSC. If this does not take place, BSC has the right to charge all costs of the appointment to the Client.
5. The Client is required to, at his own expense, provide all information necessary for the proper implementation of the agreement by BSC.

## **ARTICLE 6 – REPORTS AND CERTIFICATES**

1. BSC will issue a written report of its findings in relation to the purpose for which the contract was granted which will be valid for a maximum of 6 months to the Client.
2. BSC will keep all data, correspondence, documents, pictures and similar documents related to the acceptance and implementation of the contract for a period of five years after submission of the report. Other material items held by BSC that relate to the subject of the contract will not be kept by BSC for more than twelve months after submission of the report.

## **ARTICLE 7 – INVOICING AND PAYMENT**

1. BSC will submit invoices per sub-contract and after issuing the certificate.
2. Payment to BSC will take place by means of a bank transactions within the period agreed by the parties. If no period has been agreed on, payment must take place within 14 (fourteen) days of the invoice date.
3. BSC will always and irrespective of the agreed payment conditions be entitled to demand advance payment, cash payment, or security for payment by the Client, even before submitting an invoice, for fulfilment of the amounts due to BSC under the agreement. The offered security must be such that the claim with corresponding interests and costs is sufficiently secured and can be easily recovered by BSC. If the security becomes insufficient at a later point, it will be supplemented to an adequate level at the first request of BSC. The Client will be in default by operation of law if the payment period is exceeded. The Client will in that case owe an interest of 1.5% per month or the statutory interest, whichever is higher. The interest on the amount due will be calculated from the day the Client is in default until the moment of payment of the full amount owed.
4. In case of non-payment, late payment, or a failure to fulfil one of his other obligations, the Client, being a legal entity or natural person acting in the exercise of a profession or business, will owe the judicial and extrajudicial collection costs incurred due to the non-payment or late payment, in addition to the invoice amount and the interest. The extrajudicial collection costs will amount to at least 15% of the amount owed by the Client, including the aforementioned interest, with a minimum of € 150. If the

Client is a natural person who does not act in the exercise of a profession or business, the collection costs will be calculated in accordance with the Dutch Collection Costs Act.

5. BSC also has the right to suspend issuing the certificate, the report or other matters to the Client or third parties in case of default of the Client until the time all due claims on the Client have been paid in full.

## **ARTICLE 8 – TERMINATION OF THE CONTRACT**

1. The work of BSC related to the accepted contract will end when the certificate is issued or after the completion of the agreed work.
2. If BSC has urgent reasons for doing so, BSC will be entitled to end with the implementation of the already accepted contract without being required to pay any form of compensation for damage incurred due to reasons attributable to the Client, while issuing an oral or written report (such at the discretion of BSC) on the already performed work.
3. The Client will reimburse BSC any incurred costs for the performed work with application of Article 7.

## **ARTICLE 9 – COMPLAINTS, APPEALS AND DISPUTES**

1. A complaint is a written expression of dissatisfaction about a delivered service or service or about a person. Complaints are handled in accordance with the complaints procedure that can be found on the website or provided at the request of the Client.
2. An appeal is a written request from the Client to BSC to review a decision taken by BSC about the inspected ship. Appeals are handled in accordance with the appeal procedure available through the website or provided at the request of the Client.
3. A dispute is a possible result of a finished complaint or appeal procedure.
4. Disputes between the Client and BSC concerning technical matters related to laws and regulations will be submitted to the Dutch Environmental and Transport Inspectorate.
5. Disputes between the Client and BSC that do not concern technical matters are subject to arbitration in Rotterdam or Amsterdam in accordance with the Tamara Rules, unless the other party chooses for a competent court based on legislation within 30 days after receipt of a notice sent by BSC about the arbitration of a dispute and this choice is communicated to BSC within the stated 30-day period in writing and by registered letter.
6. If the court rules in favour of BSC in the arbitration or judicial proceedings, all costs incurred by BSC in relation to this procedure will be borne by the other party.

## **ARTICLE 10 – APPLICABLE LAW**

1. These conditions and all contracts and activities concluded and implemented by BSC are subject to the law of the Netherlands. The possible applicability of the CISG is expressly excluded.

## **ARTICLE 11 – LIABILITY**

1. If BSC is found to be liable, this liability will be limited to what has been laid down in this article.
2. BSC will not be liable for damage of any kind caused because BSC used incorrect and/or incomplete data about the contract and the ship in question provided by or on behalf of the Client.
3. If damage is caused by a circumstance that cannot be attributed to the shortcomings of a party (force majeure), BSC cannot be held liable for this. Force majeure situations may include weather conditions, traffic, strikes, etc.
4. The limitations of liability set out in these conditions will not apply if the damage is due to intent or gross negligence of BSC, its management or its employees.

5. BSC will never be liable for indirect damage, including consequential damage, loss of revenue or profits, lost savings and damage due to business interruptions or other interruptions. Liability can only exist if it concerns "direct damage".
6. Direct damage exclusively means: reasonable costs incurred to establish the cause and extent of the damage, insofar as this determination relates to damages within the meaning of these conditions. The reasonable costs incurred to make the faulty performance of BSC meet the obligations of the agreement, as far as these can be attributed to BSC, and any reasonable costs incurred to prevent or mitigate damages, in so far the client demonstrates that said costs have led to the mitigation of direct damage within the meaning of these general terms and conditions.
7. The overall liability of BSC due to an attributable shortcoming in the fulfilment of the agreement is limited to the payment made by its professional or company liability insurance in the specific case, plus its co-payment for this insurance. If no coverage is provided by professional or company liability insurance, any liability will be limited to twice the overall invoice value of the contract with a maximum of €10,000, or to that part of the contract to which the liability relates.
8. Any claim based on liability will expire one year after the relevant inspection date.

### **ARTICLE 12 – INDEMNIFICATION**

1. The Client indemnifies BSC against all claims of third parties, both concerning the implementation of the contract and the report issued by BSC.

### **ARTICLE 13 – FILING**

1. These General Terms and Conditions of Bureau Scheepvaart Certificering have been filed with the Chamber of Commerce. This filing with the Trade Register under number 66459249 took place on 11 November 2016.