



GENERAL PURCHASE AND BUYER TERMS AND CONDITIONS for goods and services of Nederlands Loodswezen B.V. and Loodswezen Materieel B.V.

Filed with the Rotterdam Chamber of Commerce on 17th February 2023 under numbers 24165684 and 24168727

CHAPTER I. GENERAL

Article 1. Definitions, chapters and applicability

1. In these general terms and conditions, the following terms shall have the following meaning:
 - a. Supplementary Terms and Conditions of Purchase ICT Nederlands Loodswezen B.V.: The Supplementary Terms and Conditions of Purchase ICT Nederlands Loodswezen B.V. and Loodswezen Materieel B.V., as filed on 17th February 2023 with the Rotterdam Chamber of Commerce under numbers 24165684 and 24168727 respectively;
 - b. Buyer: The natural or legal person for whose account and on whose behalf the Principal issues the Order;
 - c. General Terms and Conditions: The General Purchase and Buyer Terms and Conditions for Goods and Services of Nederlands Loodswezen B.V. and Loodswezen Materieel B.V., as set out in the following provisions and also referred to below as the "GTC";
 - d. Quality & Safety: Safety and environmental regulations for third parties: a document drawn up by Nederlands Loodswezen B.V. and Loodswezen Materieel B.V. that contains regulations that third parties must comply with when working at the site, in the buildings or on the vessels of Nederlands Loodswezen B.V. and Loodswezen Materieel B.V.;
 - e. Order: the Order from the Principal to the Contractor to perform the Performance;
 - f. Principal: Nederlands Loodswezen B.V. or Loodswezen Materieel B.V. who, for himself or for the Buyer, enters into an Agreement for the purchase, or an Agreement for the provision of some services, or an Agreement for the contracting of work;
 - g. Contractor: the party with whom the Principal negotiates the formation of the Agreement and/or with whom the Principal concludes the Agreement;
 - h. Agreement: All agreements, including these GTC, between Principal and Contractor concerning the purchase of goods and/or services by Principal and/or concerning the realization of a work of material nature, as well as any other Order which Principal grants to Contractor, as well as all (legal) acts related to any of the above;
 - i. Performance: the performance to be performed by the Contractor under the Agreement consisting of: the delivery of goods and/or the performance of work and/or services and/or other work and related activities;
 - j. Specification: The detailed description of the goods and/or services to be provided by the Contractor to the Principal or the work to be accomplished, as contained in the Order;
 - k. Working Day: Any calendar day, not being Saturday, Sunday or a generally recognized holiday as referred to in the *Algemene termijnenwet* (the Dutch General Extension of Time Limits Act) and/or the *Besluit gelijkstelling met een algemeen erkende feestdag* (the Dutch Decree on the equivalence of recognized public holidays).
2. These GTC shall apply, with the express exclusion of the Contractor's terms and conditions, to all requests, quotations, offers, assignments, purchase orders, order confirmations,

- agreements and other legal acts relating to the Performance to be provided by the Contractor to the Principal and/or the Buyer.
3. Deviation from and/or addition to these GTC can only be agreed upon in writing and explicitly, after Principal and/or Buyer has agreed to it in writing.
 4. General terms and conditions, by whatever name, of the Contractor are expressly not applicable.
 5. In the event that the Agreement differs in content from the content of these GTC, the content of the Agreement shall prevail.
 6. The invalidity of any provision of the Agreement and/or these GTC shall not affect the validity of the remaining provisions of the Agreement and these GTC.
 7. If and to the extent that any provision of the Agreement and/or these GTC is invalid, or is unacceptable according to standards of reasonableness and fairness under the given circumstances, a provision shall apply between the parties that is acceptable considering all the circumstances.
 8. If the Agreement (also) relates to the delivery of goods, then, regardless of the title of the Agreement – in addition to CHAPTER I. GENERAL – CHAPTER II. DELIVERY OF GOODS shall apply. In the event of conflict between the provisions of both chapters, the provisions of CHAPTER II. DELIVERY OF GOODS shall prevail.
 9. If the Agreement (also) relates to the provision of services, then, regardless of the title of the Agreement – in addition to CHAPTER I. GENERAL – CHAPTER III. DELIVERY OF SERVICES shall apply. In the event of conflict between the provisions of both sections, the provisions of CHAPTER III. PROVISION OF SERVICES shall prevail.
 10. If the Agreement also includes work in the field of information and communication technology and automation, the Additional Terms and Conditions of Purchase of ICT shall apply to this Order in addition to these GTC.
 11. In the event of differences between the meaning of the Dutch text of the GTC and that of a translation into another language, the relevant provisions in the Dutch text shall apply between the parties.

Article 2. Quotation

1. A request for a quotation by the Principal and/or the Buyer is without obligation. All costs involved in preparing a quotation/offer shall be borne by the Contractor, unless the Principal and/or the Buyer have declared in advance in writing that they are prepared to reimburse the costs in whole or in part.
2. A quote from the Contractor is irrevocable unless the Contractor has expressly stated in writing in the quote that it is revocable.
3. Quotations, offers, etc. in response to requests from the Principal and/or the Buyer remain valid for acceptance until the Principal and/or the Buyer decides on the Order, but not more than ninety days after the date on which the quotation, offer, etc. was received, or so much shorter or longer as stipulated in the quotation, offer, etc. If the Contractor's offer is made in the context of participation in a tendering procedure by the Principal and/or the Buyer, the Contractor must stand by his offer and provide price stability in accordance with the period stipulated in the application.
4. The Contractor guarantees that the offer(s) has/have been established lawfully, and in particular that this/these offer(s) has/have been established without an agreement or concerted practices with third parties as a result of which competition has/have been prevented or restricted and/or prices have/have been increased as a result. The Contractor warrants that it has not acted in any way contrary to the provisions of Articles 101 and 102 of the EU Working Treaty and/or the provisions of the *Mededingingswet* (the Dutch Competition Act) and, more specifically, that it has not held any (preliminary) consultations with competitors regarding the determination of prices, the manner in which their offers, quotations, etc. are made and/or the distribution of the goods and/or services requested by the Principal and/or the Buyer, unless this is permitted by law.
5. The Contractor shall not tolerate any bribery and corruption. The Contractor shall not offer, pay, solicit or accept bribes, facilitation payments or other favors to obtain or give improper business, financial or personal benefits.
The Contractor shall permit the provision of reasonable gifts and hospitality by and to the Principal and its employees and business partners only within the normal conduct of business, in accordance with the applicable law, without favorable treatment in return.

This obligation is applicable both during the pre-contractual phase, and during the performance of the Agreement.

Article 3. Agreement

1. The Contractor is aware that the Principal and the Buyer maintain an organization that makes a major contribution to the safe and smooth handling of shipping traffic. In connection with this, the organizations belonging to the Principal and the Buyer must be available 24 hours a day in all weather conditions. If and to the extent that the Contractor supplies goods and/or services in connection with the above-mentioned operational activities of the Principal and/or the Buyer, the Contractor guarantees that these meet the highest quality standards.
2. An Agreement is only concluded between the Principal and/or the Buyer and the Contractor if the Principal and/or the Buyer has accepted a quotation or offer from the Contractor in writing or has sent a written confirmation to that effect.
3. If an Order is issued by the Principal and/or the Buyer, without a quotation, offer, etc. being submitted for this purpose, the Agreement shall be concluded by written acceptance of the Order by the Contractor, provided that this acceptance is received by the Principal and/or the Buyer within eight Working Days of the date of the Order.
4. If the Order contains obvious contradictions and/or errors and/or omissions, the Contractor must point these out to the Principal and/or the Buyer before signing or (if earlier) executing the Agreement, if the Contractor fails to do so, the Contractor may forfeit its right to any additional payment as a result of such contradictions and/or errors and/or omissions.
5. Supplements to and amendments of provisions in the Agreement will only bind Principal and/or Buyer if accepted in writing by Principal and/or Buyer.

Article 4. Requirements for the Performance

1. The Contractor shall perform the Performance to the requirements of good and sound work and in accordance with the Agreement. The Performance must possess the characteristics necessary for the purpose for which the Performance is intended.
2. The Contractor is obliged to execute the Order strictly in accordance with the Specification and otherwise with due observance of the requested – and in absence thereof: usual - requirements of soundness and good workmanship.
3. Goods to be delivered must meet the agreed requirements and they must be at least equal to any samples deposited by Principal and/or Buyer or the samples and models approved by or on behalf of Principal and/or Buyer, originating from Contractor.
4. If no further description of the requirements to be imposed on goods has been given by Principal and/or Buyer, they must be of good quality and meet the customary requirements of soundness, efficiency and finish for the specified use.
5. The Principal and/or the Buyer shall have the right to amend the Specification. Should that amendment result in a significant deviation in the cost or time required to perform the Order, the price or date of delivery or completion of the Order shall be adjusted reasonably.
6. The Contractor must state in writing, no later than five Working Days from the date on which the amendment requested by the Principal and/or the Buyer is stated, whether the amendment will result in a deviation in the costs and/or the time required for performance, in default of which the Contractor will lose his right to change the Order. Pending agreement between the parties on the possible adjustment of the Order, the Contractor will execute the Order in accordance with the amendment proposed by the Principal and/or the Buyer.
7. When executing the Agreement, the Contractor is obliged to comply with the Safety and environmental regulations for third parties and must see to it that his staff and any third parties engaged or hired by him also comply with these provisions. The Contractor declares that he has received this Article from the Principal and/or the Buyer. At the Contractor's written request, the Principal and/or the Buyer will again provide a copy thereof.

Article 5. Quality guarantee

1. The Contractor guarantees the Principal and/or the Buyer the soundness of the goods delivered and/or services rendered and/or Performance and/or material works created by him. This quality assurance includes at least the following:
 - a. the delivered item is suitable for the purpose for which it was ordered;
 - b. the delivered goods are new, of good quality and free from faults regarding design, processing, manufacture, construction and dimensions, as well as free from defects in the materials and/or parts used;

- c. the delivered goods have been manufactured or executed according to the latest state of the art;
 - d. the delivery is in complete accordance with the Specification and the other provisions of the Agreement;
 - e. the delivered goods fully comply with all applicable laws and further regulations.
2. Goods and/or services will be considered faulty by the parties if they develop defects within one year after delivery or completion, unless this is due to intentional or deliberate reckless misuse by Principal and/or Buyer, or to a fundamental lack of necessary maintenance.
 3. If the Principal and/or the Buyer discovers that the product or service delivered does not comply (fully or partially) with what the Contractor has guaranteed in accordance with Article 5, paragraph 1 a. up to and including e., the Contractor will be in default without any further notice of default being required, unless the latter can prove that the failure cannot be attributed to him.
 4. In the event that the products delivered fail to comply with the Specification and/or the Agreement, the Contractor will, at his own expense and at the discretion of the Principal and/or the Buyer, repair, replace or supplement the missing products at his first request, unless the Principal and/or the Buyer prefers to terminate the Agreement in accordance with the provisions of Article 10 of these GTC, all this without prejudice to the other rights the Principal and/or the Buyer may have on account of a failure, including the right to compensation. All costs to be incurred in this connection (including those of repair, dismantling and travel expenses) will be borne by the Contractor.
 5. In urgent cases and in cases where it must reasonably be assumed, after consultation with the Contractor, that the Contractor will fail to fulfil his guarantee obligations, the Principal and/or the Buyer will have the right to carry out repairs or replacements himself or to have them carried out by third parties at the expense of the Contractor. However, this will not release the Contractor from his obligations under the Agreement.
 6. Unless otherwise agreed in writing, a warranty period of 12 months after the goods have been delivered or the services have been performed shall apply. An agreed guarantee period shall start to run again after acceptance of the repair, replacement or supplement to which the guarantee provisions apply.

Article 6. Price

1. All prices and storage percentages are fixed and apply DDP (ICC Incoterms 2020), excluding sales tax and are not indexed.
2. If it has been expressly agreed that the price will be revised in the event of changes in the prices of materials, exchange rates, wage levels, social security charges or taxes other than profit tax, the following shall apply:
 - a. the revision, in case it gives rise to a price increase, must not be prohibited by the government;
 - b. the method of revision and the factors which will be deductible must be stated in Contractor's offer as accepted by Principal and/or Buyer;
 - c. revision shall take place only if the differences in price exceed certain previously agreed limits;
 - d. settlement of changes is only possible if these take place between the date of the offer and the day, on which the goods are delivered, provided that it is not later than the day on which it must be delivered at the latest;
 - e. increase in the offsetting factors after the expiry of the agreed delivery period shall not result in a revision;
 - f. a price increase resulting from an increase in the price of materials will not be settled if and insofar as the Contractor has failed to do everything that can reasonably be demanded of a good Contractor in order to limit the price risk in the procurement of the materials required for the execution of the order;
 - g. no profit shall be taken into account with respect to the differences resulting from the revision;
 - h. the accountant designated by the Principal and/or the Buyer is entitled to assess whether and to what extent the price has been rightly revised; to this end, the Contractor will allow inspection of all books and documents which the accountant deems necessary; this audit will be of a confidential nature and will not extend beyond what is necessary for assessing the price revision.

Article 7. Billing

1. The invoice must meet the legal requirements as stated in the *Wet op de Omzetbelasting 1968* (the Dutch Turnover Tax Act 1968) and the *Uitvoeringsregeling inleners-, keten- en opdrachtgeversaansprakelijkheid 2004* (the Dutch Implementing Regulations for the Liability of Recipients, Subcontractors and Clients 2004).
2. The Contractor must – insofar as applicable – include at least the following information on the invoice:
 - a. name, address and residence of Contractor;
 - b. job number, work number and code number;
 - c. work and the place(s) of performance to which the invoice relates;
 - d. total contract price, amounts already submitted and term number;
 - e. period and the services rendered to which the invoice relates;
 - f. Contractor's income tax number;
 - g. the rate and amount of sales tax due;
 - h. if the VAT reverse charge mechanism applies, the statement "VAT reverse charge" and also the VAT identification number of the Principal and/or Buyer;
 - i. bank account number;
 - j. escrow (G) account number;
 - k. receipt number(s);
 - l. in case of hiring within the meaning of Section 34 of the *Invorderingswet 1990* (the Dutch Collection of State Taxes Act 1990) or subcontracting within the meaning of Section 35 of the *Invorderingswet 1990* (the Dutch Collection of State Taxes Act 1990): the amount to be deposited in the escrow (G) account and/or the size of the gross wage bill included in the invoiced amount based on previously agreed arrangements in respect of the wage bill and remittance obligations.
3. If the Contractor is entitled to compensation for the financial consequences of a change under Article 4, these must be invoiced separately.

Article 8. Payment

1. Payment for the goods delivered or services performed shall be made within 30 (thirty) days of the invoice date, unless otherwise agreed in writing and subject to approval of the goods delivered or services performed and receipt of all related documentation, including the correctly addressed and complete invoice.
2. If agreed in writing in advance, the Principal and/or the Buyer will reserve a maximum of 20 (twenty) % of the price as a guarantee amount. This guarantee amount will be paid to the Contractor after he has fulfilled all his obligations arising from the Agreement and the guarantee period has expired.
3. Payment of the agreed price shall be made in Euros at the rate of exchange applicable on the date of invoice.
4. If this has been agreed when the Order is given or when the Agreement is concluded, the Principal and/or the Buyer will make one or more payments to the Contractor by way of an advance payment in return for security to be provided by the Contractor to his satisfaction. This security will take the form of a bank guarantee, issued in accordance with the model to be provided by the Principal and/or the Buyer by a bank institution that the Principal and/or the Buyer considers acceptable for this purpose. In the event that goods are delivered to the Principal and/or the Buyer in parts, the security provided will be reduced proportionately. If the delivery period is exceeded, other than as a result of force majeure or through the fault of the Principal and/or Buyer, the Principal and/or Buyer can, during this delay, claim the statutory interest on the advance payments that were made for the goods that were delivered late.
5. The Principal and/or the Buyer will always have the right to pay the Contractor the income taxes and turnover tax owed by the Contractor in connection with the Performance, for which he is jointly and severally liable pursuant to Sections 34 or 35 of the *Invorderingswet 1990* (the Dutch Collection of State Taxes Act 1990), by payment into the Contractor's escrow (G) account within the meaning of the aforementioned sections of the law. By payment into the escrow (G) account, the Principal and/or the Buyer will have fulfilled the payment obligations towards the Contractor.
6. The Contractor is obliged to submit his invoice for any amount still due to him to the Principal and/or the Buyer within three months of the delivery or completion of the Performance, failure to do so, will lead to the expiration of any possible remaining right of claim against the Principal.

7. If the Principal and/or the Buyer wrongfully fails to pay the amount due under the Agreement on time, the Contractor will be entitled to statutory interest pursuant to Section 6:119 of the Dutch Civil Code until the date on which payment is made by the Principal and/or the Buyer.
8. Payment by Principal and/or Buyer does not in any way constitute a waiver of rights.

Article 9. Suspension and settlement

1. If the Contractor fails to fulfil his obligations and/or the quality guarantee as included in Article 5, the Principal and/or the Buyer may - without prejudice to his statutory rights of suspension - suspend his payment obligations to the Contractor until the Contractor has fulfilled his obligations.
2. Principal and/or Buyer may settle amounts owed by him to Contractor in connection with the Agreement against any claims Principal and/or Buyer has against Contractor.
3. The Principal and/or the Buyer may settle any amounts owed to the Contractor in connection with the Agreement against any claims which the Principal and/or the Buyer has against the Contractor which are not yet due and payable in connection with income taxes and turnover tax not paid by the Principal and/or the Buyer, for which the Principal and/or the Buyer can be held liable pursuant to Sections 34 or 35 of the *Invorderingswet 1990* (the Dutch Collection of State Taxes Act 1990).
4. In the event of a suspension of payments and bankruptcy of the Contractor, the Principal and/or the Buyer will have the right to suspend his payment obligations until the Principal and/or the Buyer has received an indemnification statement from the Tax Authorities, which shows that the Principal and/or the Buyer will not be held liable under Sections 34 and/or 35 of the *Invorderingswet 1990* (the Dutch Collection of State Taxes Act 1990) due to the Contractor's wrongful failure to pay the income taxes and turnover tax referred to in the aforementioned sections of the Act. The trustee in bankruptcy or the administrator is obliged to ensure that the aforementioned indemnification statement is obtained.
5. Contractor waives any right of suspension and/or lien and any right of settlement

Article 10. Termination

1. In the event of attributable failure on the part of the Contractor to fulfil his obligations under the Agreement or any other agreements resulting from it, as well as in the event of his bankruptcy, suspension of payments and in the event of his being closed down, revocation of any license, attachment of all or part of his business property or items intended for the execution of the Agreement, liquidation or takeover or any comparable situation of the Contractor's business, he will be in default by operation of law.
2. Without prejudice to all other rights, the Principal and/or the Buyer may terminate the Agreement in whole or in part if any benefit has been or is offered or provided by the Contractor, one of his subordinates or representatives to a person, who is part of the Principal's and/or the Buyer's company or to one of his subordinates or representatives.
3. In the cases referred to in paragraphs 1 and 2 of this Article, the Principal and/or the Buyer has the right to unilaterally terminate the Agreement in whole or in part, without notice of default and without judicial intervention.
4. Termination shall be effected by means of a registered letter or bailiff's writ to the Contractor.
5. Notwithstanding a termination of the Agreement as referred to above in this Article, the Principal and/or the Buyer will retain all his rights and the Contractor will retain all his obligations as regulated in these GTC and the Agreement or arising from the law.
6. All claims which the Principal and/or the Buyer may have or acquire against the Contractor in the cases referred to in paragraphs 1 and 2 above will be immediately due and payable in full.
7. The Principal and/or the Buyer may terminate the Agreement at any time without observing a notice period and without giving reasons. In which case, the Principal and/or the Buyer will pay the Contractor compensation to be determined in proportion to the state of the Performance at the time of termination and based on the agreed price, possibly to be increased by any costs reasonably incurred that are not included in the aforementioned amount.

Article 11. Default

1. In the event of an attributable failure by the Contractor, the Contractor shall be in default without further notice of default.
2. Without prejudice to the Principal's and/or the Buyer's right to compensation and the other legal rights to which he is entitled as a result of an attributable failure, the Principal and/or the Buyer will also be entitled to collect an immediately payable penalty of 1 (one) % per day from

- the day of the failure, with a maximum of 15 (fifteen) % of the amount to be paid by the Principal and/or the Buyer in connection with the delivery of the goods or services.
3. Principal and/or Buyer has the right to settle any immediately due and payable penalty, as well as statutory interest on amounts that Principal and/or Buyer has paid in advance, against invoices payable over the period of Contractor's default.
 4. The parties may only invoke non-attributable shortcomings vis-à-vis each other if the party concerned notifies the other party in writing of such an invocation as soon as possible, but no later than five Working Days after the non-attributable shortcoming has occurred, on submission of the necessary documentary evidence.
 5. In the event that the Contractor claims that one or more of its shortcomings cannot be attributed to him and the Principal and/or the Buyer accepts these claims, the Principal and/or the Buyer will nevertheless have the right to terminate the Agreement. In such a situation, the parties will not charge each other any damages.

Article 12. Liability and indemnification

1. The Contractor is liable for all damage that may occur in connection with the performance of the obligations arising from the Agreement. The records of the Principal and/or the Buyer shall serve as full evidence of the damage suffered by the Principal and/or the Buyer, in the absence of proof to the contrary from the Contractor.
2. The Contractor will indemnify the Principal and/or the Buyer against all financial consequences of claims from third parties in any way connected with the performance of his obligations arising from the Agreement, including claims arising from or related to failure to fulfil the duty of care referred to in Sections 7:658 and 7:611 of the Dutch Civil Code or failure to comply with the *Arbeidsomstandighedenwet* (the Dutch Working Conditions Act). The Contractor shall take out adequate insurance to cover the losses referred to in the preceding paragraph of this Article. This obligation to take out insurance also extends to auxiliary materials which are involved in any way in the performance of the Agreement. The Contractor will note on his insurance policies that any payments made by the insurance company will be made directly to the party that actually suffered the damage. The Contractor will allow the Principal and/or the Buyer to inspect the relevant policies on demand.
3. The Principal and/or the Buyer is not liable for damage suffered by the Contractor, unless the damage is the result of intent or deliberate recklessness on the part of the Principal's and/or the Buyer's executive staff. Deliberate recklessness as referred to above shall mean exclusively an act in which the executive staff is subjectively aware that the probability that the act will cause damage is determined to be greater than the probability that the act will not cause damage.

Article 13. Force Majeure

1. In the event of force majeure on the part of a party, the performance of the Agreement shall be suspended in whole or in part for the duration of the force majeure period, without the parties being liable to pay any compensation in respect thereof. If the situation of force majeure lasts longer than 14 (fourteen) days, the other party will be entitled to terminate the Agreement with immediate effect by means of a written notification and without judicial intervention, without this giving rise to any right to compensation.
2. Force majeure on the part of the Contractor shall in any case not include: lack of personnel, strikes, non-performance by third parties engaged by the Contractor, transport problems on the part of the Contractor or third parties engaged by the Contractor, failure of auxiliary materials, liquidity or solvency problems on the part of the Contractor and government measures at the expense of the Contractor.

Article 14. Goods made available by the Principal and/or the Buyer

1. The Principal and/or the Buyer remains the owner of the goods which he makes available to the Contractor in connection with the Agreement. If the goods referred to become part of an object, Principal and/or Buyer acquires ownership of this object by operation of law, without any further act of delivery being required, in deviation from the provisions of Article 25. The provisions of Article 25 regarding risk remain in full force.
2. The Contractor will insure all goods received from the Principal and/or the Buyer in connection with the Agreement at his own expense for the benefit of the Principal and/or the Buyer on customary terms and conditions against all losses resulting from total or partial loss or damage, regardless of the cause.

3. The Contractor will return all models, stamps, drawings or other auxiliary materials provided to him by the Principal and/or the Buyer after the execution of the Agreement to the Principal and/or the Buyer in good condition, unless the Principal and/or the Buyer gives him other instructions in writing. The Contractor will use these tools entirely at his own risk. The Principal and/or the Buyer will not be liable for any adverse consequences of the use of these auxiliary materials by the Contractor or third parties. The Contractor will not use these auxiliary materials for, nor will he authorize or allow them to be used by third parties for or in connection with any other purpose than the execution of the Agreement.

Article 15. Intellectual Property

1. The Contractor guarantees the free and undisturbed use by the Principal and/or the Buyer of the goods supplied. He will indemnify the Principal and/or the Buyer against the financial consequences of claims by third parties for infringement of their intellectual and industrial property rights.
2. The Contractor is entitled to use the information provided by the Principal and/or the Buyer in the context of the Agreement, but only in connection with the Agreement. This information is and remains the property of the Principal and/or the Buyer.
3. If and to the extent that the design for the good to be delivered has been provided by the Principal and/or the Buyer, the latter will indemnify the Contractor against third-party claims for infringement of patents or licenses, provided that and to the extent that the Contractor strictly complies with the following conditions:
 - a. The Contractor will immediately contact the Principal and/or the Buyer, sending the necessary information, as soon as a third party makes any claim against him, in or out of court;
 - b. Subject to the consent of the Principal and/or the Buyer, the Contractor shall refrain from taking any action with respect to the claim referred to in paragraph a. and shall leave the handling thereof, including the conduct of negotiations and litigation, entirely to the Principal and/or the Buyer.
4. The Contractor will grant the Principal and/or the Buyer a non-exclusive irrevocable license in respect of his intellectual property rights and other exclusive rights with regard to goods delivered under the Agreement. Pursuant to this license, the Principal and/or the Buyer will have the right to use and apply within his own business, the inventions and know-how incorporated in the goods insofar as protected by the intended rights, including repairing the goods and/or having them repaired, and he will also have the power to supply the goods, whether or not as part of other items, to third parties. The fee for this license is included in the price.

Article 16. Confidentiality

1. The Contractor acknowledges that, in the context of the performance of the Agreement, it may come into the possession of confidential information from the Principal and/or the Buyer. This confidential information (including information relating to products, results of business activities, etc.) will remain the exclusive property of Principal and/or Buyer and may not be disclosed, given to a third party or otherwise used for any purpose other than the performance of the Agreement without prior written consent.
2. The Contractor will not provide any information about his relationship with the Principal and/or the Buyer to any third party without the express written consent of the Principal and/or the Buyer.
3. The Contractor is obliged to impose the same obligation as referred to in the first paragraph of this Article on his employees or third parties that it has engaged in the performance of the Agreement and the Contractor guarantees that these employees/third parties will not act in violation of the obligation of confidentiality.
4. The Contractor will keep the existence, nature and content of the Agreement, as well as other business information, secret and will not disclose anything about it without the written permission of the Principal and/or the Buyer.
5. If the provisions of the preceding paragraphs are violated, the Contractor will forfeit to the Principal and/or the Buyer an immediately payable penalty of EUR 12,500 (twelve thousand five hundred euros) for each violation, without prejudice to the Principal's and/or the Buyer's right to recover from the Contractor the damage actually suffered as a result of the violation.

Article 17. Data and Privacy

1. If not otherwise agreed in writing with the Contractor, the Principal and/or the Buyer may, without further restrictions, store, process and (re)use all information that the Principal and/or the Buyer obtains during the performance of the Agreement.
2. The Contractor and the Principal and/or the Buyer will comply with all requirements set by law and/or regulations with regard to (the processing of) personal data, such as the *Algemene verordening gegevensbescherming* (the General Data Protection Regulation, Regulation (EU) 2016/679, hereinafter "AVG") and the *Uitvoeringswet Algemene verordening gegevensbescherming* (the Dutch General Data Protection Regulation Implementation Act, hereinafter "UAVG"). If the Contractor processes personal data on behalf of the Principal and/or the Buyer, the parties will conclude a processing agreement.

Article 18. Prohibition of assignment / subcontracting

1. Without the prior written consent of the Principal and/or the Buyer, the Contractor is prohibited from assigning, pledging or otherwise transferring to third parties any claims which the Contractor has or will acquire under the Agreement. With regard to the claims referred to in the previous sentence, transferability is excluded as referred to in Section 3:83 paragraph 2 of the Dutch Civil Code, which exclusion has the effect of property law.
2. If the Principal and/or the Buyer gives his written consent, the assignment, pledge or transfer will not relate to the amounts that the Principal and/or the Buyer is entitled to pay into the escrow (G) account referred to in Article 8, paragraph 5.
3. The Contractor is prohibited from assigning all or part of the Performance to a third party or making use of (hired) workers provided by third parties without the prior written consent of the Principal and/or the Buyer.
4. If the Principal and/or the Buyer grants permission for the Performance to be assigned in full or in part to a third party, the Contractor must conclude a written agreement with this third party in which the terms and conditions of the Agreement are passed on one to one to his subcontractor. The Principal and/or the Buyer may make his consent subject to the condition that the Contractor establishes an undisclosed pledge on the Contractor's rights arising from the Agreement with that third party for the benefit of the Principal and/or the Buyer.

Article 19. Applicable law and disputes

1. The Agreement, of which these GTC form part, shall be governed exclusively by Dutch law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna 11 April 1980) shall not apply.
2. Disputes between the parties, including those considered to be such by only one of the parties, will be resolved as far as possible through proper consultation.
3. If the parties do not reach a solution, the disputes will be settled by the competent court in Rotterdam (the Netherlands).
4. If the Contractor is established outside the Netherlands, the Principal and/or the Buyer, in deviation from the provisions of paragraph 3 above, also has the right to submit the dispute to the opinion of the competent foreign court.
5. Nederlands Loodswezen has a complaints procedure where suppliers can lodge complaints. The complaints procedure can be found on our website.

Article 20. Miscellaneous

1. The provisions of these GTC shall not affect the rights of Principal and/or Buyer under the law.
2. Headings above articles are intended only to enhance the readability of these GTC and are not a means of interpretation.
3. Provisions of the Agreement and these GTC that by their nature are intended to remain in effect after termination of the Agreement shall retain their validity after termination of the Agreement.
4. These conditions will take effect on 4 August 2022 and have been filed with the Rotterdam Chamber of Commerce for the Nederlands Loodswezen B.V. under number 24165684 and for Loodswezen Materieel B.V. under number 24168727.

CHAPTER II. DELIVERY OF GOODS

Article 21. Delivery time

1. The Contractor must perform the Agreement within the performance period agreed in the Agreement. The agreed time of delivery is of essential importance and, in the event of late delivery, the Contractor will be in default without further notice of default.
2. As soon as the Contractor becomes aware of facts and/or circumstances as a result of which it can be foreseen that he will be unable to fulfil his obligation to deliver in accordance with paragraph 1 of this Article, the Contractor will immediately notify the Principal and/or the Buyer in writing, stating the nature of these facts and/or circumstances, the measures taken or to be taken by the Contractor and an estimate of the probable duration of the delay. In the absence of immediate compliance with this obligation, the Contractor can in no case invoke force majeure, without prejudice to the other rights to which the Principal and/or the Buyer is entitled under the Agreement and the law.
3. If the Contractor fails to fulfil all or part of the obligations stipulated in paragraphs 1 and 2 of this Article, the Principal and/or the Buyer will be entitled, without judicial intervention and without prejudice to his further rights, to terminate the Agreement in its entirety or in respect of the part of it that has not been delivered on time and to have the Agreement performed by a third party at the expense of the Contractor for the part that has not been fulfilled.
4. The Principal and/or the Buyer will have the right, by means of a written statement to that effect addressed to the Contractor, to reasonably postpone the delivery of the goods, or a part thereof. If Principal and/or Buyer exercises this right, Contractor shall, if necessary, store the goods identifiable at a suitable location and take appropriate measures to prevent loss of quality. The Principal and/or the Buyer will reimburse the Contractor for any reasonable costs incurred by the Contractor in connection with this storage.

Article 22. Partial deliveries

1. Unless otherwise agreed in writing, the Contractor shall not be entitled to make partial deliveries. If the performance of partial deliveries has been agreed, for the purposes of these GTC, delivery shall also be understood to mean a partial delivery.

Article 23. Packaging

1. The Principal and/or the Buyer has the right at all times to return the (transport) packaging materials to the Contractor at the expense of the Contractor. The Principal and/or the Buyer will then be fully credited for the amount charged for the packaging materials.
2. Processing or destruction of (transport) packaging materials is the responsibility of the Contractor. If, at the request of the Contractor, packaging materials are processed or destroyed, this will be done at the risk and expense of the Contractor.

Article 24. Delivery and inspection

1. The Contractor shall pack and/or secure the goods in such a way that, when transported, they will reach their destination in good condition and can be unloaded and taken over there safely and without damage.
2. The Contractor will strictly comply with the instructions given to the Contractor by or on behalf of the Principal and/or the Buyer regarding the transport documents to be included in the delivery, preservation, certification and applied marks.
3. The goods must be delivered DDP (ICC Incoterms 2020) to the place of destination designated by the Principal and/or the Buyer.
4. The Principal and/or the Buyer will at all times have the right to subject the goods to be delivered (or delivered) to an inspection. The Contractor will always grant the Principal and/or the Buyer or the expert designated by the Principal and/or the Buyer access to the premises and will provide all the necessary facilities and assistance free of charge.
5. The Contractor will inform the Principal and/or the Buyer in good time of any tests to be carried out by the Contractor. The Principal and/or the Buyer will have the right to attend these tests or to have them attended by an expert designated by him.
6. Regardless of whether or not the Principal and/or the Buyer has exercised his rights pursuant to the provisions of the two preceding paragraphs of this Article, and regardless of the outcome of the viewings and tests referred to therein, the Contractor remains fully responsible for the proper execution of the Agreement.
7. If, during an inspection, goods which form part of the delivery to be made are damaged, deformed or consumed in whole or in part, no compensation shall be granted in case of rejection and no replacement shall be claimed in case of approval.

8. The inspection will take place on the basis of the requirements referred to in Articles 4 and 5 above and any agreed inspection regulations.
9. All costs involved in the inspection at the factory or in the warehouses of the Contractor or his sub-suppliers will be borne by the Contractor, except for the costs of the Principal's and/or the Buyer's personnel charged with the inspection.
10. If the goods do not turn out to be ready for inspection at the time agreed for that purpose, or if the Contractor does not make a suitable location available for the inspection, as a result of which the inspection cannot take place, the extra costs resulting from this, such as travel and accommodation costs of the personnel charged with the inspection, will be borne by the Contractor.
11. In the event of rejection, the Principal and/or the Buyer will immediately notify the Contractor in writing, stating the reasons. Within a reasonable period to be set in this notification, the Contractor will have to remedy the defects and submit the goods for inspection again. Rejection will not lead to an extension of the agreed delivery period, unless the Principal and/or the Buyer deems there to be grounds for this. If the goods have already been delivered and are with Principal and/or Buyer, Principal and/or Buyer will store the rejected goods (or have them stored) at Contractor's expense and risk. In the event of re-inspection after rejection, the additional costs involved, such as the travel and accommodation expenses of the personnel charged with the inspection, may be charged to Contractor.
12. If, after approval prior to delivery, the goods are not found to be in order upon arrival at the agreed place of delivery, either because of damage, or within the usual tolerances because of deviation from weight, size or quantity, or because of inadequate or damaged packaging, Principal and/or Buyer may still refuse all or part of these goods, in which case the goods refused shall be deemed not to have been accepted. The Principal and/or the Buyer will immediately inform the Contractor of this in writing, stating the reasons. Refusal of the goods will not lead to an extension of the delivery period, unless the Principal and/or the Buyer deems there to be grounds for this.
13. Goods rejected or rejected again after delivery will remain at the Contractor's disposal for a period of 8 (eight) Working Days from the date on which the relevant notification was sent to the Contractor by the Principal and/or the Buyer. The same applies to goods that have been definitively rejected upon arrival. If Contractor has not disposed of the goods during the period in which they are at his disposal, they may be sent back to him at his expense and risk.

Article 25. Ownership and risk

1. Ownership and risk of goods shall pass to Principal and/or Buyer at the time of delivery, unless: (i) otherwise agreed, or (ii) the goods are rejected by Principal and/or Buyer during or after delivery.
2. The Contractor guarantees the Principal and/or the Buyer that the unencumbered ownership of goods will be obtained. The Contractor relinquishes all rights and powers to which he is entitled by virtue of the right of retention, any right of suspension or the right of complaint.
3. The Contractor shall, at his own expense, arrange for the insurance of transport damage until such time as ownership is transferred to the Principal and/or the Buyer.
4. Goods, which were already the property of the Principal and/or the Buyer at the time of the Order, will be at the risk of the Contractor from the time they are made available to the Contractor until the time of delivery at the agreed place.
5. In the event of rejection, refusal or re-rejection, the risk in respect of the goods will pass to the Contractor again after the expiry of 8 (eight) Working Days from the day on which the relevant notification was sent to him.

CHAPTER III. SUPPLY OF SERVICES

Article 26. Relevant Information

1. The Contractor providing the services shall timely indicate in writing which relevant information and/or documentation it requires from the Principal and/or the Buyer with regard to the performance of the Agreement. In the event of non-compliance with the obligation to obtain this information, the Contractor supplying services will in no case be entitled to an appeal and/or a defence, based on a breach of an information obligation by the Principal and/or the Buyer.

Article 27. Management and Supervision

1. The (natural and legal) persons to be called in in connection with the performance of the agreed services will be under the direction and supervision of the Contractor in providing the services in question. The Principal and/or the Buyer will not bear any responsibility or liability whatsoever in this regard.
2. The Contractor providing services shall indemnify the Principal and/or the Buyer for any "employee claims" in the broadest sense of the word, made against the Principal and/or the Buyer by natural persons engaged and to be engaged in the performance of the services.

Article 28. Vicarious tax liability

1. The Contractor providing the services indemnifies the Principal and/or the Buyer against claims by the *UWV* (the Dutch Employee Insurance Agency) and the *Ontvanger der Rijksbelastingen* (the Dutch Collector of State Taxes) in connection with the payment by the Contractor or his subcontractor of wage tax, national insurance contributions and social security contributions due in connection with the services. The Principal and/or the Buyer is at all times entitled to withhold the aforementioned wage tax and social security contributions from the contract sum and pay them directly to the *UWV* (the Dutch Employee Insurance Agency) and/or the *Ontvanger der Rijksbelastingen* (the Dutch Collector of State Taxes).
2. The Contractor providing services shall, where appropriate, pay the related part of invoices of his subcontractors exclusively into escrow (G) accounts of his subcontractors, or, if so agreed between them, directly to the relevant *Uitvoeringsinstantie Sociale verzekeringen* (the Implementing Agency of the Social Security Administration) or the *Ontvanger der Rijksbelastingen* (the Dutch Collector of State Taxes) and the Contractor providing services shall ensure that the subcontractors pay their subcontractors in the same manner.
3. The Principal and/or the Buyer shall be entitled at all times to pay to the Contractor the wage tax, national insurance contributions and social security contributions for which the Principal and/or the Buyer is jointly and severally liable pursuant to the *Wet Ketenaansprakelijkheid* (the Dutch Vicarious Tax Liability Act) by means of a deposit into his escrow (G) account.

Article 29. Quality of service and non-performance

1. The services to be performed by the Contractor must comply with the Agreement. This is fully guaranteed by the Contractor.
2. Insofar as no further description is given of the requirements to be imposed on the services, they must in any case always be of good quality and at least meet the usual requirements of quality, soundness, efficiency and professionalism. The Principal and/or the Buyer will at all times receive services which may be expected from a professional service provider.
3. The Contractor guarantees that the services will be performed with due observance of all relevant statutory provisions or requirements concerning, among other things, quality, safety, the environment and health.
4. The Contractor providing services guarantees that he and his staff will at all times comply with all relevant laws and regulations established by the central government and municipal authorities - for example, on quality, safety, environment and health - in the performance of the Agreement.
5. The Contractor providing services guarantees that he and his staff will strictly comply with the company rules and regulations established by the Principal and/or the Buyer.

Article 30. Insurance by service providers

1. The Contractor shall take out and maintain insurance to cover any risks related to the performance of the Agreement.

Article 31. Execution and delivery of services

1. The Contractor shall perform within the time period(s) specified in the Agreement and at the agreed location, as well as deliver at the agreed location and in the agreed manner.
2. The actual performance of the services by the Contractor or the actions associated with this, such as the signing of worksheets, does not automatically imply approval of the services provided by the Principal and/or the Buyer. The Principal and/or the Buyer explicitly reserves the right at all times to inspect and verify the services performed after their actual execution, to reject the services if necessary, or to invoke his rights arising from the Agreement in any other way.
3. Without prejudice to the rights of the Principal and/or the Buyer in connection with, inter alia, maintenance periods and/or guarantees and/or the authority of the Principal and/or the Buyer

to invoke his rights arising from the Agreement in any other way, the delivery of the services shall, where appropriate - if the services lend themselves thereto - be effected by means of acceptance of the services by the Principal and/or the Buyer following notification by the Contractor that the services have been completed and are ready for delivery.