

GENERAL CONDITIONS

Article 1. General

1. The present conditions are applicable to every offer, quotation, and agreement between Bokort Trading Company, in the following referred to as: "User", and a Counterparty, to which User has declared applicable these conditions, to the extent these conditions have not been emphatically deviated from in writing.
2. The underlying conditions are also applicable to agreements with User, for the implementation of which by User third parties must be engaged.
3. These general conditions have also been prepared for the collaborators of User and his management.
4. User is a private limited liability company under Netherlands legislation, listed in the trade register of the Chamber of Commerce under number 56484623. User offers the following services:
 - The lease and sale of maritime goods; storage and forwarding of goods;
 - Rope Access Services, advice, inspections etc.
5. The applicability of any possible purchasing or other conditions of the Counterparty is emphatically rejected.
6. If one or more provisions in these general conditions at any time were to be void or annulled, then the rest of what is stipulated in these general conditions remains fully effective. User and the Counterparty will in such case enter into consultations in order to establish new provisions to replace the void or annulled provisions, whereby the purpose and tenor of the original provisions is observed as much as possible.
7. In case of ambiguity regarding the interpretation of one or more provisions of these general conditions, the interpretation must be made 'in the spirit' of these provisions.
8. In case a situation occurs between parties which has not been provided for in these general conditions, then this situation must also be assessed according to 'the spirit' of these general conditions.
9. If User does not always require the strict observance of these conditions, this does not mean that the provisions thereof are not applicable, nor that User were to lose to any extent the right to demand the strict observance of the provisions of these conditions in other cases.

Article 2: Adoption agreements

1. User conducts, depending on the nature of the activities, the activities on grounds of a lease or purchase agreement or an assignment agreement between the Counterparty on the one hand and User on the other.
2. An assignment is concluded with User after placement of the order by the counterparty, or otherwise if it is the emphatic or tacit intention for an intention to be realized, for example through the start of the activities upon request of the counterparty. In the latter case, the adoption of the agreement is confirmed in writing by one of the parties.
3. Parties are at liberty to demonstrate the adoption of the agreement by other means.

Article 3 Quotations and offers

1. All quotations and offers of User are non-committal, unless a term for acceptance is established in the quotation. A quotation or offer lapses if the product which the quotation or offer is in regard to has in the meantime become unavailable.
2. User cannot be held to his quotations or offers if the Counterparty can reasonably understand that the quotations or offers, or a part thereof, contain an apparent mistake or typing error.
3. The prices listed in a quotation or offer are exclusive of VAT and other government-imposed levies, of any costs to be incurred in the context of the agreement, also including travel and accommodation costs and administrative costs, unless indicated otherwise.
4. If the acceptance (whether or not on minor points) deviates from the proposal included in the quotation or offer, then User will not be bound by such. In such case, the agreement is not adopted in correspondence with this deviating acceptance, unless User indicates otherwise.
5. A compound price quotation does not oblige User to carry out a part of the assignment against a corresponding part of the indicated price. Offers or quotations do not apply automatically to future orders.

Article 4 Contract duration; delivery terms, implementation, and modification agreement

1. The agreement between User and the Counterparty is entered into for an unlimited time, unless it flows otherwise from the nature of the agreement or if the parties emphatically establish otherwise in writing.
2. A lease agreement regarding movable property is entered into for a fixed period. Both User and the counterparty always have the right to prematurely terminate the assignment agreement through cancellation. Termination of the agreement takes place through written or electronic notice with due regard for a notice period of one month, unless parties establish otherwise in writing. If the agreement has not been cancelled, it continues. The cancelling party bears the burden of proof regarding the receipt of notice by the other party.
3. Each of the parties has the right to prematurely terminate the agreement with immediate effect entirely or partially, without needing to observe a notice period and without requiring a default notice or judicial intervention, in the cases: - in the event

the counterparty falls seriously short in complying with any obligation from this agreement and this shortcoming is not resolved by the former party within four weeks after written notification;

- in case the counterparty appeals to force majeure and the period of force majeure has lasted for more than three months, or as soon as it has been established that this period will last longer than three months;
 - in case suspension of payments has been applied for by the counterparty, the counterparty has been declared in state of bankruptcy, declared in state of liquidation, an administrator has been appointed for its assets or a part thereof, or will otherwise lose or has lost the power to freely dispose of its assets. The cancelling party will not owe compensation in the above cases.
4. In case for completion of certain activities or for the delivery of certain matters a term has been established or indicated, then this will never be a strict time limit. In case of the overrunning of a term, the counterparty must therefore declare User in default in writing. User must thereby be offered a reasonable term to still implement the agreement.
 5. If User needs information from the counterparty for the implementation of the agreement, the implementation term starts no sooner than after the counterparty has provided such correctly and completely to User.
 6. The counterparty is obligated to accept the matters at the moment they are made available to it. If the counterparty refuses acceptance or is negligent in providing information or instructions which are necessary for delivery, then User has the right to store the matters at the expense and risk of the counterparty. User has the right to have certain activities carried out by third parties.
 8. User has the right to implement the agreement in different stages and to separately invoice the part implemented thus.
 9. If the agreement is implemented in stages, User can suspend the implementation of those parts which belong to a subsequent stage until the counterparty has approved the results of the preceding stage in writing.
 10. If it turns out during the implementation of the agreement that for the proper performance thereof it is necessary to modify or supplement it, then parties will timely and through mutual consultation proceed with the modification of the agreement. If the nature, scope or substance of the agreement is modified, whether or not upon request or indication of the counterparty, of the competent authorities, etc., and as a result the agreement is changed qualitatively and/or quantitatively, then such may also have consequences for what was originally established. As a result, the amount originally established may be increased or lowered. User will indicate prices as much as possible beforehand. As a result of a change to the agreement, furthermore, the implementation term originally indicated can be altered. The counterparty accepts the possibility of modification of the agreement, also including changes to price and implementation term.
 11. If the agreement is modified, also including an addition, then User has the right to only implement such after approval has been granted for it by the person authorised for this at User and the counterparty has agreed with the price indicated for the implementation and other conditions, also including the time to be established in such case when these matters will be implemented. Not or not immediately implementing the modified agreement does not constitute non-performance on the part of User and does not constitute grounds for the counterparty either for cancellation of the agreement. Without falling into default as a result, User can refuse a request for the modification of the agreement if such could have qualitative or quantitative results for, for example, the activities to be conducted or the matters to be delivered in that context.
 12. If the counterparty were to default on properly complying with what it is bound to vis-a-vis User, then the counterparty is liable for all damage (also including costs) on the part of User which has occurred as a direct or indirect result.
 13. If User establishes a fixed price with the counterparty, then User nevertheless has the right at all times to increase this price without the counterparty being authorised in such case to rescind the agreement on these grounds, in case the increase of the price results from an authorisation or obligation pursuant to the law or regulations or if it is based on an increase in the price of raw material, wages, etc., or on other grounds which were reasonably impossible to foresee upon conclusion of the agreement.
 14. If the price increase, otherwise than as a result of a modification of the agreement, exceeds 5% and takes place within three months after conclusion of the agreement, then only the counterparty having the right to appeal to title 5 department 3 Volume 6 BW (Netherlands Civil Code) is authorised to rescind the agreement by a written statement, unless User at that stage proves willing still to implement the agreement on the basis of what was originally established, or if the price increase results from an authorisation or an obligation User is subject to pursuant

to the law or in case it has been stipulated that the delivery will take place more than three months after the purchase.

Article 5 Suspension, rescission, and premature cancellation of the agreement

1. User is authorised to suspend fulfilment of the obligations or to rescind the agreement, if:
 - a. the counterparty does not, does not fully, or does not timely comply with the obligations from the agreement;
 - b. circumstances which have come to the knowledge of User after conclusion of the agreement provide legitimate grounds to fear that the counterparty will not comply with the obligations;
 - c. the counterparty is requested to provide security for the fulfilment of its obligations from the agreement and this security fails to be lodged or is insufficient;
 - d. if due to the delay on the part of the counterparty it can no longer be required from User that he will fulfil the agreement against the originally established conditions, User has the right to rescind the agreement.
2. User is furthermore authorised to rescind the agreement in case circumstances occur which are of such a nature that compliance with the agreement is impossible or if circumstances otherwise occur which are of such a nature that the maintaining of the agreement unaltered cannot reasonably be demanded from User.
3. If the agreement is rescinded, the claims of User on the counterparty become immediately exigible. If User suspends fulfilment of the obligations, he retains his claims pursuant to the law and agreement.
4. If User proceeds with suspension or rescission, he is in no manner bound to compensate the damage and costs which have in any way occurred as a result.
5. If the rescission is attributable to the counterparty, User has the right to ask for compensation of the damage, thereby also including the costs which have arisen as a direct and indirect result.
6. If the counterparty is not compliant with the obligations and such non-compliance justifies rescission, then User has the right to rescind the agreement promptly and with immediate effect, without any obligation on his part to pay any compensation of damages or indemnification, while the counterparty, on account of non-performance, does have an obligation to pay compensation or indemnification.
7. In case of liquidation, of (application for) suspension of payments or bankruptcy, of seizure – if and to the extent the attachment is not lifted within three months – at the charge of the counterparty, of debt restructuring or another circumstance due to which the counterparty can no longer freely dispose of its assets, User is at liberty to cancel the agreement promptly and with immediate effect or to annul the order or agreement, without any obligation on his part to pay any compensation of damages or indemnification. The claims of User on the counterparty in such case become immediately exigible.
8. If the counterparty completely or partially cancels a placed order, then the matters ordered or prepared for this, increased by any possible transport, disposal, and delivery costs thereof, as well as the labour time reserved for the implementation of the agreement, will be integrally billed to the counterparty.

Article 6 Force majeure

1. User is not bound to comply with any obligation towards the counterparty if he is prevented from doing so as a result of a circumstance which is not attributable to fault, and which is not his responsibility pursuant to the law or a legal action, nor according to commonly held opinion.
2. By force majeure is intended in these general conditions, besides what is so defined in the law and in jurisprudence, all outside causes, foreseen or unforeseen, on which User cannot exert any influence, but as a result of which User is unable to comply with his obligations. Work strikes at the company of User or of third parties included. User also has the right to appeal to force majeure if the circumstance which prevents (further) compliance with the agreement enters into effect after User should have complied with his contract.
3. During the period that the force majeure continues, User can suspend the obligations from the agreement. If this period lasts longer than two months, then each of the parties has the right to rescind the agreement, without any obligation to compensate damage to the other party.
4. To the extent User has at the time the force majeure enters into effect has already partially fulfilled his obligations from the agreement or will be able to do so, and the part already fulfilled or still to be fulfilled respectively represents an independent value, User has the right to separately invoice the part already fulfilled or still to be fulfilled respectively. The counterparty is bound to settle this invoice as if it regarded a separate agreement.

Article 7 Payment and collection costs

1. Payment must take place within 30 days after invoice date, in a manner indicated by User, in the currency in which the invoice was prepared, unless indicated otherwise by User in writing. User has the right to invoice periodically.
2. If the counterparty remains negligent with the timely payment of an invoice, then the counterparty falls legally into default. In such case, the counterparty owes an interest of 5% per month, on top of the applicable statutory interest rate. The interest over the exigible amount will be calculated from the moment that the counterparty is in default until the moment of settlement of the entire owed amount.

3. User has the right to stretch payments made by Counterparty primarily for the settlement of the costs, subsequently to be deducted from the matured interest, and finally to be deducted from the principal and the current interest.
4. User can refuse an offer for payment without falling into default as a result, if the counterparty indicates another order for the allocation of the payment. User can refuse full settlement of the principal if thereby are not also settled the matured and current interest and the collection costs.
5. The counterparty is never authorised to set off what it owes to User.
6. Objections against the amount of an invoice do not suspend the payment obligation. The counterparty to which no right of appeal falls pursuant to department 6.5.3 (the articles 231 through 247 volume 6 BW (Netherlands Civil Code)) does not have the right either to suspend the payment of an invoice on other grounds.
7. If the counterparty does not observe its payment obligations, User has the right to suspend his services until all due payments of the counterparty have been received. User is not liable for damage which may result from this.
8. If User proceeds with collection measures to obtain exigible claims, all costs thereof, both judicial and extrajudicial, by which must be intended the cost of legal proceedings and the cost of legal assistance, will be borne by the counterparty.
9. The extrajudicial costs intended in section 1 are calculated on the basis of the calculation method according to collection costs legislation 'Wet normering buitengerechtelijke incassokosten', with a minimum of € 40. If User, however, has incurred higher collection costs than what was reasonably necessary, the costs effectively made are eligible for compensation.
10. If the agreement is concluded with two or more parties jointly, they are each severally and jointly liable for compliance with the obligations flowing from the agreement, as well as for the extrajudicial and judicial costs involved in collection.

Article 8 Retention of property

1. All matters delivered by User in the context of the agreement remain the property of User until the counterparty has properly complied with all obligations from the agreement(s) concluded with User, including the payment obligations.
2. Matters delivered by User which pursuant to section 1 fall under the retention of property may not be resold and may never be used as a means of payment. The counterparty is not authorised to pawn the matters falling under the retention of property, or to encumber them in any other manner.
3. The counterparty must always take all such actions as may reasonably be expected of it to secure the property rights of User.
4. In case third parties seize the matters delivered under the retention of property or they wish to establish or exercise rights on them, then the counterparty is obligated to immediately inform User accordingly.
5. The counterparty commits itself to insure and keep insured the matters delivered under the retention of property, against fire, explosion and water damage, as well as against theft, and to present for perusal the policy of this insurance to User upon the latter's first request. In case of such disbursement by the insurance as may occur, User is entitled to these funds. To the extent necessary, the counterparty commits itself towards User in advance to grant its assistance for everything which may (prove to) be necessary or desirable in that context.
6. In the event User wants to exercise his property rights as indicated in this article, the counterparty grants unconditional and irrevocable permission to User and to third parties to be designated by User beforehand to access all those areas where the property of User is located and to take back those matters.

Article 9 Investigation and claims, limitation term

1. The counterparty is bound to (let) investigate the delivered matters, immediately at the time when the matters are made available to it or that the relevant activities have been conducted by it respectively. Thereby, the counterparty should investigate whether the quality and/or quantity of the delivered matters corresponds with what was agreed upon and whether it is compliant with the requirements which parties have established regarding. Any possible visible defects must be reported no later than 24 hours after delivery to User in writing. Any possible invisible defects must be reported immediately, though in any case no later than within 14 days, after their discovery to User in writing. The report must contain a description with the greatest possible detail of the defect, so that User is able to respond adequately. The counterparty must enable User to (let) investigate a complaint.
2. If the counterparty files complaint timely, this does not suspend its payment obligation. The counterparty remains bound in such case to accept and pay the matters ordered otherwise.
3. If a defect is reported later, then the counterparty is no longer entitled to restoral, replacement, or indemnification.
4. The counterparty is not entitled to replacement or restoral of a defective good if a defect has occurred as a result of or flows from inexpert or inappropriate use of it, or of use after the expiry date, incorrect storage or maintenance of it by the counterparty and / or by third parties when, without the written permission of User, the counterparty or third parties have applied changes to the matter or have tried to apply such, if other matters were attached to it which should not be attached to it, or in the event these were processed or adapted in a manner different from the prescribed one. The preceding also applies in case the defect has occurred due to or is the result of circumstances on which User cannot

exert any influence, also including in any case, though not exclusively, weather conditions (such as, for example, though not exclusively, extreme precipitation or temperatures), fire, leakages, etcetera.

5. If it has been established that a matter is defective and a complaint has been timely filed regarding, then User will replace or take care of restoral, at the option of User, within a reasonable term after receiving it back or, if returning it is reasonably impossible, after written notification of the matter, or otherwise User will pay substitute compensation for it to the counterparty. In case of replacement, the counterparty is bound to return the substituted matter to User and to confer its property to User, unless User indicates otherwise.
6. In case it is established that a complaint is unfounded, then the costs occurring as a result, also including the investigation costs, incurred on the part of User are integrally borne by the counterparty.
7. After expiry of the warranty term as mentioned in section 2, all costs for restoral or replacement, including administration, shipping, and calling costs will be billed to the counterparty.
8. In derogation to the statutory limitation terms, the limitation term of all claims and rebuttals vis-a-vis User and the third parties involved by User in the implementation of an agreement amounts to one year.

Article 10 Liability and indemnification

1. If User were to be liable, such liability will be limited to what has been arranged for in this clause.
2. User is not liable for damage, of whatever nature, which has occurred because User relied on incorrect and/or incomplete information provided by or on behalf of the counterparty.
3. If User were to be liable for any type of damage, then the liability of User is limited to twice the invoice value of the order, or at least to that part of the order which the liability is in regard to.
4. The liability of User is always limited in any case to the amount of the disbursement of his insurer in such case as may occur.
5. User is exclusively liable for direct damage.
6. By direct damage is exclusively intended the reasonable costs to determine the cause and extent of the damage, to the extent such determination regards damage in the sense of these conditions, such reasonable costs as may be incurred to render the defective performance of User compliant with the agreement, to the extent these can be attributed to User, and reasonable costs incurred to prevent or mitigate damage, to the extent the counterparty demonstrates that these costs gave led to the limitation of direct damage as intended in the present general conditions.
7. Different instances of advice which corroborate each other are considered a single advice, under the proviso that for the calculation of the maximum liability in case of interrelated or corroborating advice over a period of the past twelve months preceding the moment of attributable shortcoming will be taken into consideration.
8. User is never liable for indirect damage, also including consequential damage, lost profit, missed savings, and damage due to operational stagnation.
9. User is never responsible or liable in connection with the leasing to third parties of rented matters or material for the state of maintenance of these rented matters or material, nor for damage occurring due to these matters.
10. The limitations to liability included in this article do not apply if the damage can be attributed to the wilful intent or gross fault of User or of his director or subordinates.
11. The implementation of the granted assignment exclusively takes place for the benefit of the counterparty. Third parties cannot derive any rights from the content of the conducted activities. The counterparty safeguards User against any possible claims by third parties which incur damage in connection with the implementation of the agreement and the cause of which is attributable to others than User.
12. The liability of User never goes beyond that what is stipulated in these general conditions, regardless of whether claims pertain on account of the agreement or on any other, especially illegitimate action.
13. All rights of claim and other powers towards User, on any account whatsoever, lapse if they have not been submitted to User in writing in a substantiated manner within one year following the moment on which the person concerned was or could reasonably have been aware of the facts on which he bases his rights and powers.
14. The provisions in this article also apply to third parties or collaborators deployed by User.
15. The counterparty safeguards User against any possible claims of third parties which incur damage in connection with the agreement and the cause of which is attributable to others than User.
16. If User were to be addressed on such account by third parties, then the counterparty is bound to assist User both extrajudicially and judicially and to take all such actions as may be expected of it in that case. Were the counterparty to remain in default with regard to the taking of adequate measures, then User has the right, without requiring a default notice, to proceed with such himself. All costs and damage on the part of User and third parties occurring as a result are at the integral expense and risk of the counterparty.

Article 11 Risk transfer, transport, and delivery

1. The risk of loss, damaging, or reduction of value for the matters to be delivered is transferred from User to the counterparty as from the moment of delivery to the counterparty, regardless of the manner of shipment which parties establish.
2. User has the right to always choose the cheapest mode of shipment. In case of any other manner of shipping upon request of the counterparty,

the additional costs are borne by the counterparty, unless parties establish otherwise.

3. In case the transport of the matters to be delivered has been established, delivery takes place at a dedicated entrance on ground floor. The person who is present at the company of the counterparty at the time of delivery and receives the matters is considered to be authorised to do so.
4. The acceptance of matters by a collaborator of the counterparty without any comments on the bill of lading or receipt counts as proof that the cargo was in proper conditions.

Article 12 Privacy and Non-disclosure

1. User and the counterparty are obligated to handle all information diligently and with confidentiality. With regard to confidential information, parties are obliged to observe secrecy. Information counts as confidential if such has been indicated in writing or if it flows from the nature of the information.
2. The counterparty agrees that User may process, disclose, or transfer all personal, non-confidential information which User has at his disposal regarding the counterparty, on condition that this information is exclusively used for the fulfilment of the obligations of the counterparty under the agreement, for the assessment of activities, for the prevention of fraud, and in case of late payments.

Article 13 Intellectual property

1. User reserves himself the rights and authorisations which fall to him on grounds of copyright law ('Auteurswet') and other intellectual legislation and regulations. User has the right to use the knowledge accumulated on his part as a result of the implementation of an agreement also for other purposes, to the extent thereby no strictly confidential information of the counterparty is brought to the knowledge of third parties.
2. All rights with regard to products which User develops or uses in the context of the agreement, including in any case, though not limited to, advice, work methods, inspections, and recommendations, fall to User to the extent they do not already belong to third parties.
3. Barring the emphatic prior permission of User, it is not permitted to the counterparty to use, multiply, disclose, or exploit the aforementioned products or their recording on information carriers, whether or not along with or through the deployment of third parties.

Article 14 Applicable law and disputes

1. To all legal relationships to which User is a party Netherlands legislation is exclusively applicable, also if an undertaking is entirely or partially implemented abroad or if the party involved in the legal relationship has its domicile there. The applicability of the Vienna Commercial Treaty is excluded.
2. The court of law in the place of establishment of User is exclusively competent to hear disputes, unless the law prescribes differently in a mandatory manner. User nevertheless has the right to submit the dispute to the court which is competent according to the law.
3. Parties will only appeal to the court of law after they have exerted themselves to the utmost to resolve a dispute through mutual agreement.

Article 15 Publication reference and modification conditions

1. These conditions have been registered with the Chamber of Commerce in Breda.
2. Applicable always is the version registered most recently and/or the version which was applicable at the time of the coming into effect of the legal relationship with User.
3. The Dutch text of the general conditions is always decisive for its interpretation.
4. User reserves himself the right at all times to propose a modification of the general conditions. The notification of the modification will be addressed to the counterparty, in writing or electronically. If the counterparty does not accept this modification, he must inform the User within three calendar weeks after the sending of the proposal in writing. Failing this, it is assumed that the counterparty has accepted the modifications of the general conditions and the new version of the general conditions will apply to the concluded agreement.