

RL Maritime – General Terms and Conditions

Drafted on 11th of march 2020

General Terms and Conditions of RL Maritime, established at Bote van der Walstraat 10, 7441DZ in Nijverdal, The Netherlands, registered with the Chamber of Commerce under number 77279379.

Definitions

In these General Terms and Conditions, the following terms are used as defined below, unless explicitly stated otherwise.

General Terms and Conditions: The General Terms and Conditions as stated below.

RL Maritime: RL Maritime, registered with the Chamber of Commerce under number 77279379.

Service: All work, of whatever form, that RL Maritime has carried out for, or for the benefit of, the Client.

Honorarium: The financial reimbursement that is agreed with the Client for the performance of the assignment.

Assignment: The contract of instruction to provide services.

Client: The one who has accepted the validity of these General Terms and Conditions and given instructions for the provision of the Service.

Contract: Any contract entered into between RL Maritime and the Client.

Scope

These General Terms and Conditions apply to every quotation and Contract entered into between RL Maritime and the Client, unless the parties are departed from the General Terms and Conditions explicitly and in writing.

These General Terms and Conditions are also applicable to contracts with RL Maritime for the implementation of which third parties must be involved.

The applicability of any of the Client's purchasing conditions or other general terms and conditions is expressly excluded.

If one or more provisions of these General Terms and Conditions are void or voidable, the other provisions of these General Terms and Conditions remain in effect. In this event, RL Maritime and the Client will consult with each other to agree new provisions to replace the void or voided ones.

Departures from the Contract and the General Terms and Conditions are only valid if they are explicitly agreed with RL Maritime in writing.

If RL Maritime does not always require the strict compliance of these General terms and Conditions, this will not mean that the provisions of the General terms and Conditions will not apply, or that RL Maritime to any degree would lose the right in other cases to demand the strict compliance of these General terms and Conditions.

Offers and/or quotations

Offers and/or quotations should preferably be made in writing and/or in electronic form, unless pressing circumstances make this impossible.

Offers and/or quotations are valid for 30 days. Quotations lapse after this period has expired.

All offers and/or quotations are without obligation/non-binding, unless a period for acceptance is stated in the offer and/or quotation. If in the offer and/or quotation a period for acceptance is stated, the offer or quotation will lapse after this period has expired.

RL Maritime cannot be held to its offer and/or quotations if the Client, in accordance with the requirements of reasonableness and fairness and generally accepted standards, should have understood that the offer and/or quotation or an element thereof contains a manifest fault or clerical error.

If the acceptance departs from the offer and/or quotation included in the offer and/or quotation, whether or not on points of minor importance, then RL Maritime is not bound by this acceptance. The Contract then does not come into being in accordance with this differing acceptance, unless RL Maritime indicates otherwise.

A composite offer and/or quotation does not oblige RL Maritime to perform an element of the Assignment for a corresponding part of the stated price.

Offers and/or quotations do not automatically apply to future orders or reorders.

Formation of the contract

The Contract comes into being through the timely acceptance (the offer and/or quotation is signed by Client and returned to RL Maritime) by the Client of RL Maritime's offer and/or quotation.

Duration of the contract

The Client and RL Maritime may enter into a Contract for a limited period or indefinite, depending on the length of the project. The Client and RL Maritime will agree the period in mutual consultation.

Ending of the contract

RL Maritime and the Client can terminate the Contract at any time by mutual consent.

Both the Client and RL Maritime are entitled to terminate the Contract at any time, with the observance of a period of notice of 14 days.

In the event that one of the parties becomes bankrupt, is placed under conservatorship or ceases the business, the other party has the right to end the Contract prematurely without the observance of a notice period.

Amendments to the contract

If, during the implementation of the Contract, it becomes apparent that it is necessary to amend or supplement the Contract to ensure its proper implementation, then RL Maritime will inform the Client of this as soon as possible. The parties will then amend the Contract in a timely manner and in mutual consultation.

If the parties agree that the Contract will be amended or supplemented, this can influence the time of the completion of the implementation. RL Maritime will inform the Client of this as soon as possible.

If the amendment or supplementation of the Contract will have financial, quantitative and/or qualitative consequences, then RL Maritime will inform the Client of this in advance.

If a fixed Honorarium and/or fee is agreed, then RL Maritime will indicate the extent to which the amendment or supplementation of the Contract will influence the price. In this event RL Maritime will attempt, as far as possible, to issue a quotation in advance.

RL Maritime may not make any additional charges if the amendment or supplementation is a consequence of circumstances that can be attributed to RL Maritime.

Amendments to the Contract originally entered into between the Client and RL Maritime are only valid from the time at which these amendments are accepted in writing by both parties by means of a supplementary or amended Contract.

Implementation of the contract

RL Maritime will implement the Contract to the best of its knowledge and ability, and in accordance with the requirements of good workmanship.

RL Maritime is entitled to arrange for certain work to be carried out by third parties. The applicability of articles 7:404, 7:407, paragraph 2 and article 7:409 of the Dutch Civil Code is explicitly excluded.

RL Maritime is entitled to implement the Contract in phases.

If the Contract is implemented in phases, RL Maritime is entitled to invoice and require payment for each implemented element separately. If and for as long as this invoice is not paid by the Client, RL Maritime is not obliged to implement the following phase, and is entitled to suspend the contract.

If the Contract is implemented in phases, RL Maritime is entitled to suspend the implementation of those elements that belong to the following phase or phases until the Client has approved in writing the results of the preceding phase.

The Client will issue all information or instructions that are necessary for the implementation of the Contract, or which the Client can be reasonably expected to understand are necessary for implementation of the Contract, to RL Maritime in a timely manner. The information will include applicable safety regulations, working condition regulations, and environmental regulations which are applicable to the implementation of the Contract.

If the above-mentioned information and instructions are not issued, or not issued in a timely manner, then RL Maritime is entitled to suspend the implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the Client.

Honorarium

The Honorarium and/or the fees are expressed in euros, exclusive of VAT and other government levies, unless indicated otherwise.

The Honorarium and/or the fees are expressed in euros, exclusive of travel, accommodation, packaging, delivery, transportation costs and administration costs, unless indicated otherwise.

If there isn't a Honorarium and/or fee expressly agreed, the Honorarium and/or fee will be determined by the actual amount of hours and the usual hourly fee of RL Maritime.

RL Maritime will provide a statement of all associated costs or provide information on the basis of which these costs can be calculated by the Client, in a timely manner before the Contract is entered into.

Amendment of honorarium

If RL Maritime agrees a fixed Honorarium and/or fee when the Contract is entered into, then RL Maritime is entitled to increase this Honorarium or fee, also when the Honorarium or fee is not originally specified provisionally.

If RL Maritime has the intention of amending the Honorarium and/or fee, it will inform the Client of this as soon as possible.

If the increase of the Honorarium or fee takes place within three months of the Contract being entered into, the Client can terminate the Contract by means of a written statement, unless:

- the increase arises from a right of RL Maritime or an obligation resting upon RL Maritime in accordance with the law;

- the increase is due to a rise in the price of raw materials, wages etc. or on other grounds that could not reasonably have been foreseen when the Contract was entered into;
- RL Maritime is still prepared to implement the Contract on the basis of that which was originally agreed;
- it is stipulated that the implementation will be carried out more than three months after the Contract was entered into.

The Client is entitled to terminate the Contract if the Honorarium or the fee are increased more than three months after the Contract was entered into, unless it is stipulated in the Contract that the implementation will be carried out more than three months after the Contract was entered into.

RL Maritime will inform the Client in the event of the intention to increase the Honorarium or the fee, stating the extent of the increase and the date upon which it will take effect.

Implementation periods

The work will be carried out within a period stated by RL Maritime.

If a period is agreed or stated for the performance of particular work, then this period is only indicative and is not to be regarded as a strict deadline.

If RL Maritime needs information or instructions from the Client that are necessary for the implementation of the Contract, then the implementation period will commence after the Client has provided these to RL Maritime.

If an implementation period is exceeded, the Client must issue RL Maritime with a written notice of default, whereby RL Maritime will be offered a reasonable period to nonetheless implement the Contract.

A notice of default is not necessary if the implementation has become permanently impossible, or it otherwise becomes apparent that RL Maritime will not meet its obligations arising from the Contract. If RL Maritime does not commence implementation within this period, then the Client is entitled to terminate the Contract without judicial intervention and/or seeking compensation.

Payment

Payment will take place by means of transfer to a bank account specified by RL Maritime, unless agreed otherwise. Transfer will take place by means of an invoice.

Payment will be made afterwards.

Payment afterwards must be made within 30 days of the invoice date, in a manner to be specified by RL Maritime and in the currency in which the invoice is issued, unless agreed otherwise.

The Client is not authorised to deduct any amount from the payable amount by reason of a counterclaim made by the Client.

RL Maritime is entitled to invoice the Client for work carried out in the period in question. Invoicing will take place every 14 days.

RL Maritime and the Client may agree that payment be made in instalments in proportion with the progress of the work. If payment in instalments is agreed, the Client must make payment in accordance with the periods and percentages as established in the Contract.

Objections to the level of the invoice do not have the effect of suspending the payment obligations.

After the expiry of a period of 30 days after the invoice date, the Client will be, without a notice of default, by operation of law in default. The Client has to bear from the moment of default on the immediately claimable amount an interest at the rate of 3% per month, unless the statutory interest rate is higher.

In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to RL Maritime and the obligations of the Client towards RL Maritime are immediately claimable.

Collection costs

If the Client is in default or in breach of the Contract in fulfilling its obligations (in a timely manner) then all reasonable costs incurred to obtain an out-of-court settlement are payable by the Client. The Client is in any event liable to pay the collection costs.

With regard to the extrajudicial (collection) charges, RL Maritime is entitled – in departure from article 6:96 paragraph 5 of the Dutch Civil Code and the Payment of Extrajudicial Collection Charges Decree – to a payment of 15% of the total outstanding principal sum, with a minimum of € 90,- for every invoice that is wholly or partly unpaid.

Any reasonable legal costs and execution costs incurred are also payable by the Client.

Suspension

If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully or in a timely manner, then RL Maritime is entitled to suspend the corresponding obligation. In the event of partial or inadequate fulfilment, suspension is only permitted in so far as this is justified by the shortcoming.

Moreover, RL Maritime is entitled to suspend the fulfilment of the obligations if:

- after the Contract is entered into, RL Maritime becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
- the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of RL Maritime.

RL Maritime reserves the right to claim compensation.

Termination

If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully, in a timely manner or properly, then RL Maritime is entitled to terminate the Contract with immediate effect, unless the shortcoming, in view of its limited significance, does not justify the termination.

Moreover, RL Maritime is entitled to terminate the Contract with immediate effect if:

- after the Contract is entered into, RL Maritime becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
- the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
- due to a delay on the part of the Client, RL Maritime can no longer be required to fulfil the Contract under the originally agreed conditions;
- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of RL Maritime;
- the Client is declared bankrupt, submits an application for a suspension of payment, requests the application of debt rescheduling for natural persons or is served with a writ of sequestration on all or part of its property;
- the Client is placed under conservatorship;
- the Client deceases.

Termination will take place by means of a written declaration, without judicial intervention.

If the Contract is terminated, the Client's debts to RL Maritime become immediately due and payable.

If RL Maritime terminates the Contract on the above-mentioned grounds, RL Maritime is not liable for any costs or compensation.

If the termination is attributable to the Client, the Client is liable for the damage suffered by RL Maritime.

Force majeure

Breaches may not be attributed to RL Maritime or the Client if they are not their fault, or if they are not accountable by law, juristic act, or according to the generally accepted standards. In this case the parties are also not bound to fulfil the obligations arising from the Contract.

In these General Terms and Conditions, the term "force majeure" is defined as – in addition to what is understood in law and jurisprudence in this regard – all external causes, foreseen or unforeseen, upon which RL Maritime can exercise no influence and through which RL Maritime is not able to fulfil its obligations.

Circumstances regarded as resulting in force majeure include lockouts, fire, water damage, natural disasters or other external contingencies, mobilisation, war, traffic congestion, blockades, import or export restrictions or other government measures, stagnation or delay in the supply of raw materials and machinery components as well as any circumstances through which normal business operations are impeded, as a result of which the fulfilment of the Contract by RL Maritime cannot be reasonably sought by the Client.

RL Maritime is also entitled to invoke force majeure if the circumstance that hinders (further) fulfilment of the Contract occurs after RL Maritime should have fulfilled its obligations.

In case of force majeure the parties are not obliged to proceed with the Contract and are not bound to pay any compensation.

During the period that the force majeure continues, both RL Maritime and the Client can fully or partly suspend the obligations arising from the Contract. If this period lasts for longer than 2 months, both parties are entitled to terminate the Contract with immediate effect, by means of a written notification, without judicial intervention and without the parties being able to claim any damages.

If the situation of force majeure is of a temporary nature, RL Maritime reserves the right to suspend the agreed service for the duration of the situation of force majeure. In the event of permanent force majeure both parties are entitled to terminate the Contract without judicial intervention.

If at the time of the occurrence of force majeure RL Maritime has already partly fulfilled, or will fulfil, its obligations arising from the Contract, and independent value accrues to the part fulfilled or to be fulfilled, then RL Maritime is entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is bound to pay this invoice as if there were a separate Contract.

Examination and claims

The Client is obliged to examine the Service at the moment of performance, but in any case, within 14 days after the performance of the Service. The Client must examine whether the quality and quantity of the Service comply with what the parties agreed, at least meet the requirements that are common in trade.

Visible defects and shortcomings have to be reported within 30 working days after the performance of the Service in writing to RL Maritime.

Non-visible defects and shortcomings have to be reported within 30 working days after its discovery to RL Maritime.

The right to (partial) restitution of the price, repair or replacement or compensation lapses, if the defects will not be reported within the prescribed period, unless the nature of the Service states otherwise or from circumstances of the case a broader period arises.

The payment obligation will not be suspended if the Client reports the defect to RL Maritime within the prescribed period.

Liability

The implementation of the Contract is entirely at the risk and responsibility of the Client. RL Maritime is only liable for direct damage that has arisen through wilful recklessness or an intentional act or omission of RL Maritime.

Direct damage should only be understood as:

- Material damage to the property of the Client;
- Reasonable costs incurred by the Client to determine the liability and (the extent of direct) damage;
- Reasonable costs, which the Client has reasonably made to prevent or limit the damage, insofar as the Client demonstrates that these costs have led to a restriction of direct damage;
- Reasonable costs, which the Client has reasonably incurred in order to obtain an extrajudicial satisfaction, as referred to in article 6:96 (2) (c) of the Dutch Civil Code.

The liability of RL Maritime is excluded for indirect damage, including in any event consequential damage, loss of profit, lost savings and loss due to business interruption, or immaterial damage to the Client.

RL Maritime is not liable for damage, of whatever nature, resulting from RL Maritime basing its actions upon inaccurate and/or incomplete information provided by the Client, unless this inaccuracy or incompleteness ought to have been known to RL Maritime.

The limitations of the liabilities in this article will not apply if the damage is due to an intentional act or recklessness of RL Maritime or due to his managing employee.

If RL Maritime is liable for any damage, then the liability of RL Maritime is limited to €2500, -- or to the amount to which the insurance taken out by RL Maritime gives entitlement, with the deduction of the policy excess borne by RL Maritime under the terms of the insurance.

The Client must report the damage for which RL Maritime can be held liable to RL Maritime as soon as possible, but in any event within 10 days of the damage having arisen, on penalty of the forfeiture of any right to compensation for this damage.

Any liability claims against RL Maritime lapse within one year of the Client having become aware, or possibly reasonably having become aware, of the harmful event.

Indemnity

The Client indemnifies RL Maritime against any claims by third parties who suffer damage in connection with the implementation of the Contract which is attributable to the Client.

If RL Maritime may be sued for this reason, then the Client is bound to provide RL Maritime with both judicial and extrajudicial support. Furthermore, all costs and damage on the part of RL Maritime and third parties will be at the expense and risk of the Client.

Limitation period

In departure from the legal limitation period, a limitation period of one year applies to all claims against RL Maritime and any third parties brought in by RL Maritime.

Intellectual property

RL Maritime reserves the rights and powers accruing to it under the provisions of the Copyright Act and other intellectual property legislation and regulations.

RL Maritime reserves the right to utilise the knowledge acquired for the performance of the work and general information for other purposes and other work, in so far as no confidential information is hereby communicated to third parties.

Confidentiality

Both RL Maritime and the Client are obliged, for the duration of and after the termination of the Contract, to maintain confidentiality regarding all facts and particulars concerning the business which they know or can reasonably suspect are confidential. This duty of confidentiality also includes all details of employees, clients, commissioning bodies and other business contacts which are learned of by reason of the Assignment.

Privacy and cookies

RL Maritime will store the details and information that the Client provides to RL Maritime carefully and confidentially.

RL Maritime acts in accordance with the GDPR which is effective from May 25, 2018. RL Maritime will keep a register of processing activities on the basis of the GDPR.

RL Maritime will only use the details and information of the Client in the context of the execution of its delivery obligation or the handling of a complaint.

RL Maritime may only use the personal details of the Client within the framework of the implementation of its obligation to supply, or of dealing with a complaint.

It is not permitted for RL Maritime to lend out, rent, sell or in any other way make public the personal data of the Client.

The information that RL Maritime collects through cookies may only use this personal data for necessary specific purposes.

RL Maritime is not permitted to lend out, hire out or sell the personal details of the Client, or to publicise them in any other manner.

RL Maritime will not keep the personal data longer than necessary.

The Client is entitled to file a complaint with the Dutch Data Protection Authority regarding his / her personal data. The Dutch Data Protection Authority is obliged to handle this complaint.

The Client agrees that RL Maritime may approach the Client for statistical or customer satisfaction research. If the Client does not wish to be approached for research, the Client may make this known.

Amendment of the general terms and conditions

RL Maritime is entitled to amend the general terms and conditions unilaterally.

Amendments will also apply to Contract that are already concluded.

RL Maritime will inform the Client by e-mail about the amendments.

The amendments to the general terms and conditions will be in force thirty days after the Client is informed of the amendments.

If the Client does not agree with the announced amendments, the Client is entitled to terminate the Contract.

Applicable law, disputes

Dutch law is exclusively applicable to all legal relationships to which RL Maritime is a party. This also applies if an obligation is wholly or partly fulfilled outside of the Netherlands or if the Client has its place of business outside of the Netherlands.

The applicability of the Vienna Sales Convention (CISG) is excluded.

Disputes between RL Maritime and the Client will only be submitted to the competent court in the Overijssel district, unless the law mandatorily prescribes otherwise.

Location

These General Terms and Conditions are filed at the Chamber of Commerce under number 77279379.