

GENERAL TERMS AND CONDITIONS FOR SERVICE DELIVERY TO COMPANIES

Translated from the Dutch language for information only. The Dutch version of these T&C's always prevails.

Article 1 – Definitions

1. **Maritom**, based in Rotterdam, Chamber of Commerce number 91214769, is referred to in these general terms and conditions as the Service Provider or Contractor.
2. The counterpart of the Service Provider is referred to in these terms and conditions as the Client.
3. The term "Party" refers to one of the participants in the Agreement, and "Parties" refers to both the Service Provider and the Client together.
4. The term "Agreement" refers to the service agreement between the parties. The terms "assignment" and "contract" have the same meaning as the Agreement.

Article 2 – Applicability of General Terms and Conditions

1. These terms and conditions apply to all quotes, offers, work, agreements, and service deliveries by or on behalf of the Service Provider.
2. Deviations from these terms can only occur if expressly agreed upon in writing by the Parties.
3. The agreement always is based on best efforts from the Service Provider.

Article 3 – Payment

1. Invoices are sent electronically and must be paid within 14 days after receipt by the Client, unless otherwise agreed in writing by the parties or another payment term is mentioned on the invoice.
2. Payments are made without any claim for suspension or offsetting by transferring the due amount to the bank account number specified by the Service Provider on the invoice.
3. If the Client does not pay an invoice within the agreed period, without a justified reason for refusal, the Client is automatically in default, without any reminder being required. From that moment, the Service Provider is entitled to suspend the obligations under the Agreement until the Client has fulfilled their payment obligations.
4. If the Client remains in default, the Service Provider will proceed to collect the amount. The costs related to collection will be borne by the Client.
5. The costs referred to in clause 4 include, in addition to the principal amount, statutory (commercial) interest, extrajudicial collection costs, and other damages owed to the Service Provider. The collection costs are calculated according to the "Decree on Extrajudicial Collection Costs".
6. In case of liquidation, bankruptcy, attachment, or suspension of payments of the Client, the claims of the Service Provider on the Client become immediately due and payable.

7. If the Client refuses to cooperate in the execution of the assignment by the Service Provider, they are still obliged to pay the agreed price for the services already delivered, along with any cancellation fee, in accordance with the Agreement between the parties.

Article 4 – Offers and Quotes

1. Offers from the Service Provider are valid for a maximum of 1 calendar month unless another acceptance period is specified in the offer. If the offer is not accepted within the specified period, it will expire.
2. Delivery times in quotes are indicative, and the Client has no right to cancel or claim damages if these times are exceeded, unless the Parties have expressly and in writing agreed otherwise.

Article 5 – Prices

1. The prices stated in offers, quotes, and invoices from the Service Provider are exclusive of VAT and any other government levies, unless explicitly stated otherwise.
2. Regarding services, the Parties may agree on a fixed price when concluding the Agreement.
3. If no fixed price is agreed upon, the rate for the services will be determined based on the actual hours worked. The rate will be calculated according to the usual hourly rates of the Service Provider applicable for the period in which the work is carried out, unless another rate has been agreed.

Article 6 – Price Indexation

1. The prices and hourly rates agreed upon at the time of entering into the Agreement are based on the prevailing price level at that time. The Service Provider has the right to adjust the fees charged to the Client annually on January 1.
2. Adjusted prices, rates, and hourly wages will be communicated to the Client as soon as possible.

Article 7 – Information Provision by the Client

1. The Client shall provide all information relevant to the execution of the Agreement to the Service Provider.
2. The Client is obligated to provide all data and documents that the Service Provider deems necessary for the proper execution of the Agreement in a timely manner, in the desired form and manner.
3. The Client guarantees the accuracy, completeness, and reliability of the data and documents provided to the Service Provider, even if these originate from third parties, unless otherwise stated by the nature of the assignment.
4. The Client indemnifies the Service Provider from any damage arising from failure to comply with the requirements in the first clause of this article.
5. If the Client requests it, the Service Provider will return the relevant documents upon first request.
6. If the Client does not provide, not in a timely manner, or not properly, the data and documents requested by the Service Provider, causing delays in the execution of the assignment, the resulting additional costs and fees will be borne by the Client.

Article 8 – Withdrawal from the Agreement

1. The Client is free to terminate the Agreement with the Service Provider at any time, provided there is no contractual notice period in place.
2. When the Client withdraws the assignment, they are required to pay the owed fee and any incurred expenses to the Service Provider.

Article 9 – Execution of the Agreement

1. The Service Provider will execute the Agreement to the best of their knowledge and ability, and in accordance with the requirements of good craftsmanship.
2. The Service Provider has the right to have work carried out by third parties.
3. Execution is done in mutual consultation and after written approval.
4. It is the responsibility of the Client to ensure that the Service Provider can begin the assignment on time.

Article 10 – Contract Duration

1. The Agreement between the Client and the Service Provider is concluded for an indefinite period, unless the nature of the Agreement requires otherwise or the Parties have explicitly and in writing agreed otherwise.
2. If the Parties have agreed on a deadline for completing specific work during the term of the Agreement, this is never a fatal deadline. If this deadline is exceeded, the Client must notify the Service Provider in writing.

Article 11 – Amendment of the Agreement

1. If it becomes apparent during the execution of the Agreement that it is necessary to modify or supplement the work for proper execution, the Parties will timely and in mutual consultation adjust the Agreement accordingly.
2. If the Parties agree to amend or supplement the Agreement, the completion date may be affected. The Service Provider will inform the Client as soon as possible.
3. If the amendment or addition to the Agreement has financial and/or qualitative consequences, the Service Provider will inform the Client in writing as soon as possible.
4. If the Parties have agreed on a fixed fee, the Service Provider will indicate to what extent the amendment or addition to the Agreement will lead to an increase in this fee.

Article 12 – Force Majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure of the Service Provider to fulfill any obligation towards the Client cannot be attributed to the Service Provider in the event of circumstances beyond the control of the Service Provider, preventing the fulfillment of their obligations, or making it unreasonable to demand such fulfillment. Such circumstances include poor performance by suppliers or other third parties, power outages, computer viruses, strikes, bad weather, and work stoppages.

2. If such a situation occurs preventing the Service Provider from fulfilling their obligations towards the Client, those obligations will be suspended as long as the Service Provider is unable to fulfill them. If the situation described in the previous sentence lasts for 30 calendar days, the Parties have the right to terminate the Agreement in writing, either partially or entirely.
3. The Service Provider is not liable for any damages in the event of force majeure, even if the Service Provider derives any benefit from the force majeure situation.

Article 13 – Offsetting

1. The Client waives the right to offset any debt to the Service Provider with a claim against the Service Provider.

Article 14 – Suspension

1. The Client waives the right to suspend the performance of any obligation arising from this Agreement.

Article 15 – Transfer of Rights

1. Rights of a Party under this Agreement cannot be transferred without the prior written consent of the other Party. This provision applies as a stipulation with property law effect, as referred to in Article 3:83, paragraph 2 of the Dutch Civil Code.

Article 16 – Expiry of Claims

1. Any right to compensation for damage caused by the Service Provider expires in any case 12 months after the event from which the liability directly or indirectly arises. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code.

Article 17 – Guarantee

1. The Parties have entered into an Agreement of a service-oriented nature, which for the Service Provider contains only an effort obligation, and not an obligation for a specific result.

Article 18 – Insurance

1. The Client is required to adequately insure the goods necessary for the execution of the underlying Agreement, as well as any goods from the Service Provider that are present with the Client, and goods delivered under retention of title, against, among other things, fire, explosion, and water damage, as well as theft.
2. The Client shall make the policy for these insurances available for inspection upon the first request.

Article 19 – Liability for Damage

1. The Service Provider is not liable for damages arising from this Agreement, unless the Service Provider has caused the damage intentionally or with gross negligence.
2. If the Service Provider is liable for compensation, the amount of damage shall not exceed the fee.
3. Any liability for damages arising from or in connection with the execution of an Agreement is always limited to the amount paid by the relevant (professional) liability insurance(s). This amount will be increased by the deductible according to the relevant policy.
4. The liability limitation also applies if the Service Provider is held liable for damages directly or indirectly resulting from the malfunctioning of equipment, software, data files, registers, or other items used by the Service Provider in the execution of the assignment.
5. The Service Provider is not excluded from liability for damages resulting from intent or deliberate recklessness on the part of the Service Provider or subordinates.

Article 20 – Liability of the Client

1. If an assignment is given by more than one person, each of them is jointly and severally liable for the amounts owed to the Service Provider under that assignment.

Article 21 – Indemnification

1. The Client indemnifies the Service Provider against all claims from third parties related to goods and/or services provided by the Service Provider.

Article 22 – Complaint Obligation

1. The Client is required to report complaints about the work performed immediately in writing to the Service Provider. The complaint must contain as detailed a description as possible of the deficiency, so that the Service Provider can respond appropriately.
2. A complaint shall not result in the Service Provider being required to perform work other than that which was agreed upon.

Article 23 – Intellectual Property

1. Unless the Parties have agreed otherwise in writing, the Service Provider retains all intellectual property rights (including copyright, patent rights, trademark rights, design and model rights, etc.) on all designs, drawings, writings, data carriers, offers, images, sketches, models, and other information.
2. The mentioned intellectual property rights may not be copied, shown to third parties, made available, or used in any other way without the Service Provider's written consent.
3. The Client is obliged to maintain confidentiality regarding confidential information provided by the Service Provider.
4. Confidential information includes, but is not limited to, the items specified in this article, as well as business data.
5. The Client is required to impose a written confidentiality obligation on their staff and/or third parties involved in the execution of the Agreement.

Article 24 – Confidentiality

1. The Parties shall keep information (in any form) received from the other party and all other information concerning the other party, which they know or reasonably should assume is confidential, or which can be expected to harm the other party if disclosed, confidential and shall take all necessary measures to ensure such information is kept confidential.
2. The confidentiality obligation does not apply to information:
 - a. that was already public at the time of receipt or became public later without violating any confidentiality obligation;
 - b. that can be proven to have been in the receiving party's possession at the time of disclosure;
 - c. received from a third party entitled to disclose the information;
 - d. that must be disclosed by law, in which case the disclosing party must be informed immediately.
3. The confidentiality obligation applies for the duration of this Agreement and for a period of three years after its termination.

Article 25 – Non-Solicitation of Personnel

1. The Client shall not hire employees of the Service Provider (or of companies the Service Provider has engaged for the execution of this Agreement and who have been involved in the execution of the Agreement) nor shall the Client allow them to work directly or indirectly for the Client.
2. The prohibition in paragraph 1 applies during the term of the Agreement and for one year after its termination. An exception to this prohibition can be made if the Parties agree otherwise in good business consultation, and such an agreement is documented in writing.

Article 26 – Modification of General Terms and Conditions

1. The Service Provider may modify or supplement these general terms and conditions at any time.
2. Changes of a minor nature can be made at any time.
3. Major substantive changes will be discussed with the Client in advance and will only be implemented after written agreement and apply for the remainder of the term of the Agreement.

Article 27 – Applicable Law and Competent Court

1. Dutch law applies exclusively to every agreement between the Parties, unless otherwise agreed in writing.
2. The Dutch court in the district of Rotterdam has exclusive jurisdiction to hear any disputes between the Parties, unless the law mandates otherwise.

These general terms and conditions apply from: January 1, 2025