

Maritime Consultancy Amsterdam B.V.
Polderweg 3 ,1446AA Purmerend
KvK : 67024491

Algemene voorwaarden / Terms & Conditions

TERMS & CONDITIONS FOR ASSIGNMENTS TO SURVEYORS, SHIPPING LINES, CHARTERERS AND SHIPOWNERS Maritime Consultancy Amsterdam B.V.

Article 1 - General

1.1 Unless expressly otherwise agreed upon in writing, these conditions shall apply to all offers, tenders, assignments and contracts, as well as to the execution of assignments by Maritime Consultancy Amsterdam, as well as to anything that might arise as a result of or in connection with those offers and/or assignments.

1.2 If the principal refers to his own general conditions at the conclusion of the contract, Maritime Consultancy Amsterdam B.V. , rejects those conditions, except in the case where Maritime Consultancy Amsterdam, expressly declares in writing that it accepts those conditions.

1.3 Maritime Consultancy Amsterdam has the right to use the name and company logo of the clients for commercial purposes.

Article 2 - Assignment

An assignment shall only relate to the matter specified in it; consequences for any other matter cannot be attached to it.

Article 3 - Agreement of assignment Contract

3.1 The contract shall have been concluded only after the principal has received a written acknowledgement of the assignment from Maritime Consultancy Amsterdam, in which a specification is given of the survey, loading or unloading of cargo.

3.2 Alterations in the contract shall be binding only if they have been confirmed and/or agreed to in writing by Maritime Consultancy Amsterdam B.V.,

Article 4 - Obligations on the part of Maritime Consultancy Amsterdam B.V.

Maritime Consultancy Amsterdam B.V., shall carry out the assignment accepted by it to the best of its knowledge and ability, accurately and impartially, as to be expected from an unbiased cargo superintendent/surveyor and intermediary.

Article 5- Experts

5.1 If and inasmuch as deemed necessary by Maritime Consultancy Amsterdam B.V., for the proper execution of its assignment, they shall be entitled to obtain the assistance of one or more experts.

5.2 In as much as this is customary, the experts shall be appointed by Maritime Consultancy Amsterdam B.V. , only after consultation with the principal; the fees of these experts shall be chargeable to the principal.

Article 6 - Confidentiality

Maritime Consultancy Amsterdam B.V., is bound to observe secrecy towards third parties in respect of all information brought to or having come to its knowledge in connection with the assignment, as well as in respect of the contents of its report

to the principal.

Article 7 - Conditions for the execution of an assignment

The principal shall see to it that the assignment can take place under such conditions as rendered reasonably necessary by the nature of the assignment.

Article 8 - Information furnished by the principal

8.1 Upon giving the assignment, or as soon as possible afterwards, the principal shall furnish Maritime Consultancy Amsterdam B.V. , with all data and information required for the proper execution of the assignment.

8.2 Maritime Consultancy Amsterdam, must be able to assume that the information received is correct and complete.

Article 9 - Premature termination

9.1 Maritime Consultancy Amsterdam B.V. , shall be entitled to terminate, for urgent reason of its own, the further execution of the already accepted assignment, without being bound to indemnify damage and/or loss possibly sustained by the principal in consequence of it.

9.2 The principal shall indemnify the Maritime Consultancy Amsterdam B.V. , for the expenses already incurred and for the activities already carried out, with respect to which the stipulations of clause 13 shall apply.

Article 10 - Termination and annulment

Maritime Consultancy Amsterdam B.V. , is entitled to terminate its activities at instant notice and to annul the not yet executed part of the contract by means of a written statement to the principal, without any judicial interposition being required, and without prejudice to its right to compensation of expenses, damage and/or loss and interest:

the principal is declared bankrupt, assigns his property to his creditors, applies for a moratorium or if his property is fully or partly placed under attachment or if he proceeds with the partial or complete liquidation of his business;

if the principal dies or is put in ward or, should the principal be a legal entity, if a resolution for dissolution is taken;

in case of attachment of whatever nature;

if the principal fails to meet any obligation incumbent on him by virtue of the law or of these conditions;

if the principal fails to pay an invoiced amount or part thereof within the prescribed time, or fails to meet one or more of his obligations towards Maritime Consultancy Amsterdam B.V.;

if the principal proceeds to the cessation or conveyance of his business or an important part thereof, including the transfer of his business to a company to be formed, or if he changes the aims and objects of his business;

Generally in all those cases where, after the conclusion of the contract, Maritime Consultancy Amsterdam B.V. learns of circumstances which give it good grounds to fear that the principal will not meet his obligations.

Article 11 - Report

In conclusion of the execution of the assignment, Maritime Consultancy Amsterdam B.V. , shall submit a written report to the principal describing its findings.

Whenever this is deemed necessary by Maritime Consultancy Amsterdam, or agreed

between parties, Maritime Consultancy Amsterdam, shall submit an interim report to the principal.

Article 12 – Termination and retention duty

The activities of Maritime Consultancy Amsterdam B.V. , shall end (except in case of premature termination as described in clause 10) with the submission of the final report relating to the assignment accepted by Maritime Consultancy Amsterdam, Maritime Consultancy Amsterdam, shall retain all data, correspondence, documents and such-like records that have a bearing on the acceptance and the execution of the assignment for a period of seven years after the submission of the report; other material objects relating to the subject of the assignment shall not need to be retained by Maritime Consultancy Amsterdam, for more than twelve months after the submission of the report.

Article 13 – Payment

13.1 Unless otherwise agreed and confirmed by Maritime Consultancy Amsterdam B.V., payment shall be made, without any deductions, by deposit into or remittance to the (postal) bank account specified by Maritime Consultancy Amsterdam, within 15 days after the invoice date. The settlement date mentioned on the bank's statement of account is the determining one and shall thus be deemed to be the date of payment. Maritime Consultancy Amsterdam, has the right to demand at all times advance payment, cash payment or security for the payment. In the event of non-payment or late payment by the principal, then the principal must settle, with the exception of the invoice fee, all consequential debt collection costs and statutory interest incurred due to said non-payment or late payment to Maritime Consultancy Amsterdam, If one of the circumstances specified in clause 10, paragraph 1 occurs, the principal shall be legally in default by the mere occurrence of one of the aforementioned circumstances. In that case all debts due to Maritime Consultancy Amsterdam B.V. , by the principal shall mature immediately.

Article 14 – Complaints, questions or remarks

All complaints, questions or remarks regarding invoices or our services must be made within 8 days of invoice date.

Article 15 – Liability

Maritime Consultancy Amsterdam B.V. , shall never be liable towards the principal if the assignment complies with the provisions of clause 4; this subject to the further provisions of this clause and those of clause 16. Except for liability on the part of Maritime Consultancy Amsterdam, by virtue of imperative legal stipulations and generally accepted rules of reasonableness and fairness, Maritime Consultancy Amsterdam, shall not be liable for, and thus never be bound to, indemnify mediate or immediate damage and/or loss of whatever nature, sustained directly or indirectly, including business interruption loss in respect of movable or immovable property, or by persons both at the principals and at third parties in consequence of:

- a.improper conditions, as referred to in clause 7, and incorrect and/or incomplete information, as referred to in clause 8;
- b.incorrect and/or incomplete information as referred to in clause 8, more specifically where information asked for by Maritime Consultancy Amsterdam B.V. , is concerned, in as much as it has reasonably not been possible for Maritime Consultancy Amsterdam, to witness the circumstances in order to obtain the

information in question;

c.the operations and activities of the experts appointed within the scope of clause 5 of these general conditions;

d.Maritime Consultancy Amsterdam B.V. , shall not be liable either for damage and/or loss caused to equipment and other objects placed at its disposal by or on behalf of the principal, as well as in respect of damage to and/or loss of objects to be inspected.

Article 16 - Limitation of liability and time bar

16.1 Any liability on the part of Maritime Consultancy Amsterdam B.V. , shall be limited in all cases. To the amount of the fee and expenses charged, or to be charged by Maritime Consultancy Amsterdam, to the principal, but shall never be in excess of the amount paid out in the case in question under the professional liability insurance of Maritime Consultancy Amsterdam B.V., however, will not exceed a maximum amount of € 10.000,-. Any concurrence of assignments shall in this connection be deemed to be one single case.

16.2 Any claims against Maritime Consultancy Amsterdam B.V. , shall be barred by limitation 3 months after the date of submission of the report to the principal.

Article 17 - Applicable law and disputes

17.1 All offers, tenders, assignments and contracts, as well as the execution of assignments by Maritime Consultancy Amsterdam B.V. , shall be governed by Dutch law.

17.2 All disputes, both of factual and of legal nature, arising from or connected with the contract to which these conditions apply, including disputes that are deemed to be disputes by only one of the parties, shall be settled by arbitration, in conformity with the rules of the Nederlands Arbitrage Instituut (Dutch Arbitration Institute).

17.3 This arbitration clause does not eliminate the right of parties to apply, in cases of urgency, to the president-judge of the district court for summary proceedings, in which connection the only competent president-judge is the one of the district court having jurisdiction over the area where Maritime Consultancy Amsterdam, in question is established, and to proceed to obtaining a garnishee order and the ways to maintain same.

17.4 This arbitration clause does not eliminate either the right of Maritime Consultancy Amsterdam B.V. , to apply to the competent civil judge demanding payment of an invoice and the interest and collecting charges related to it, in case the term of payment of an invoice in accordance with clause 13 is exceeded, in which connection the only competent civil judge is the one of the court of civil judicature having jurisdiction over the area where Maritime Consultancy Amsterdam, in question is established, inasmuch as the legal provisions allow this.

17.5 The right of Maritime Consultancy Amsterdam B.V. , to bring the dispute before the president- judge of the district court or the civil judge who is competent in accordance with the normal competence regulations, is left intact by the provisions of paragraphs 3 and 4 of this clause.

THESE TERMS & CONDITIONS HAVE BEEN REGISTERED WITH THE CHAMBER OF COMMERCE, THE NETHERLANDS