

General Terms and Conditions of Calamiteiten Team Zeeland

I. GENERAL Article 1:

Definitions

The definitions below starting with a capital letter will have the following meaning:

1.1 General Terms and Conditions

These general terms and conditions.

1.2 CTZ

Calamiteiten Team Zeeland, trade name of the private limited company Zeeland Maritime Cleaning B.V., with its registered office in Ritthem, Municipality of Vlissingen, the Netherlands, and its principal place of business at Engelandweg 33 (4389 PC) Ritthem, (hereinafter referred to as: "ZMC"). CTZ is a collaboration between ZMC and VLB Services Bedrijf B.V., with its registered office in Oost-Souburg, Municipality of Vlissingen, and its principal place of business at Dongestraat 50 (4388 VN) Oost-Souburg.

1.3 Services

The services provided by CTZ in the field of contingency control, including but not limited to the cleaning of polluted surface water, cleaning vessels and quays and other additional, related and supporting products and services as stated on the websites of ZMC (<http://www.zmcleaning.nl>) and VLB (<http://www.vlbvlissingen.nl>).

1.4 Other Party

Every natural person or legal entity with whom CTZ has concluded or intends to conclude an Agreement. The person who signs or intends to sign the Agreement vouches for his power to sign and represent. If, for whatever reason, the signatory to the Agreement was not authorised to do so, the signatory is personally regarded as the Other Party and as such he is jointly and severally liable for compliance with the Agreement.

1.5 Offer

An offer for services made by CTZ, specifically geared to the Other Party, based on the information received by CTZ from the Other Party in order to make a bid.

1.6 Agreement

The set of mutual rights and obligations that results in the Other Party accepting the Offer, which is signed by the Other Party and returned to CTZ and/or confirmed by the Other Party in writing, by e-mail or otherwise, which Offer the General Terms and Conditions and the List of Rates form a part of.

1.7 Force majeure

A shortcoming that cannot be attributed to CTZ, as CTZ cannot be blamed for it and which cannot be attributed to CTZ by law, legal acts or generally accepted ideas, including all external causes that could not reasonably have been foreseen and as a result of which CTZ is unable to fulfil its obligations towards the Other Party or is unable to do so in time, including but not limited to business interruptions or interruptions of any other nature, regardless of the cause, delayed or late delivery by one or more suppliers, transport companies, of whatever nature, as a result of which transport to CTZ and/or from CTZ to the Other Party is hampered or obstructed, industrial strikes, fire, railway strikes and faulty modes of transport, and other events outside the control of

CTZ, such as war, blockades, uprising, epidemics, floods, storm, devaluation and inflation.

1.8 Parties

The Other Party and CTZ jointly.

1.9 List of Rates

A list showing the rates applied by CTZ. The List of Rates is submitted to the Other Party before or upon conclusion of the Agreement and forms an intrinsic part of the Agreement between the Parties.

Article 2: Applicability

2.1 The General Terms and Conditions apply to all Agreements and to all (legal) acts between CTZ and the Other Party, also when those (legal) acts do not lead to or are not related to an Agreement. The Other Party is expected to agree with the General Terms and Conditions also being applicable to all future commitments, of whatever nature. The Dutch text of the General Terms and Conditions is leading.

2.2 If one or more provisions of the General Terms and Conditions are void or voidable, the validity of the other provisions remains unaffected.

2.3 In the event that any provision of the General Terms and Conditions is void, CTZ will stipulate a replacement provision of similar purport.

2.4 The applicability of any general terms and conditions other than these is explicitly excluded.

2.5 In the event of contradictions between the Agreement and the General Terms and Conditions, the provisions in the Agreement prevail.

2.6 CTZ is entitled to change these General Terms and Conditions at all times. The announcement to the Other Party of the changes serves to replace the General Terms and Conditions with the new terms and conditions. Changes are announced to the Other Party in writing or by e-mail and come into effect one month after the date of that announcement, unless the announcement states otherwise. If the Other Party has not objected to the change to the General Terms and Conditions within one month of the date of the announcement, the Other Party is expected to have accepted the change.

2.7 The Other Party is responsible for storing and printing the General Terms and Conditions, if so desired, and for access to the stored version.

Article 3: Formation of the Agreement

3.1 All offers made by CTZ are without any obligation.

3.2 The fact that the Other Party sends a request does not mean CTZ has to accept the request or instruction. CTZ sends the Other Party an Offer or a message to say the request cannot be taken up, as soon as possible after having received a request. As such, Agreements are not formed until the Parties have accepted the Offer in writing and have signed it or have approved it via e-mail or other means, or when CTZ has proceeded or has made preparations for the work to be carried out and/or goods to be delivered. CTZ is entitled not to accept instructions without having to state the reasons, or to only accept them on the condition that they are executed after advance payment.

3.3 If the offer made by CTZ is deviated from upon acceptance by the Other Party, this acceptance is regarded as invitation to make an offer. In that case, CTZ will make a new written offer, which (again) will be subject to the previous articles.

3.4 If, after an Agreement has been formed but before CTZ has started the preparations or execution of the work or goods to be delivered, the Other Party wants to cancel this, CTZ will primarily demand compliance with the Agreement. The Agreement can be cancelled only with the consent of CTZ. In that case, 15% of the order price (exclusive of VAT) or, when a cost-plus price has been agreed a fixed amount of € 10,000 (exclusive of VAT) in cancellation costs will be charged, without prejudice to the right of CTZ to claim full compensation, including lost profits.

3.5 Supplements and changes to the Agreement can only be made in writing.

Article 4: Delivery and delivery period

4.1 Services are not provided until the Agreement has been formed and until CTZ has received all the information and documents it has asked for and which are required for the correct execution of the Agreement. CTZ may also demand payment of an advance or security for delivery of Services.

4.2 CTZ is not obliged to follow the instructions of the Other Party when the Services are delivered.

4.3 Services are executed as soon as the Agreement has been formed or at an explicitly agreed later time. CTZ is entitled to proceed with the execution of an Agreement almost immediately after the formation thereof.

4.4 In all cases, CTZ is not in default until the Other Party gives CTZ notice of default.

Article 5: Prices and payment

5.1 Upon conclusion of the Agreement, CTZ will provide an initial estimation of the costs following a local inspection. Depending on the extent of the emergency and before CTZ commences its activities, the Other Party must either issue security for the payments or make an advance payment, which will be at the discretion of CTZ.

5.2 Each day, CTZ updates the Other Party about time spent and the estimated costs incurred. The Other Party has to approve this. Failing comments or approval within 24 hours, the Other Party is expected to have agreed with the proposal. CTZ is entitled to demand a new advance payment or new or higher security if it emerges that the advance payment already made or the security is not sufficient. CTZ is entitled to suspend its activities as long as no new advance payment is made or no new security has been furnished.

5.3 CTZ is not liable for any damage ensuing from the fact that the Other Party does not comply with the provisions in paragraphs 1 and 2 of this article or fails to do so in time.

5.4 The Other Party can never derive any rights or expectations from calculations, budgets or cost-saving calculations issued by CTZ. An available budget as indicated to the Other Party by CTZ will never serve as a (fixed) price agreed between the Parties for the Services to be delivered by CTZ.

5.5 CTZ reserves the right to change prices in the interim. If the Other Party does not accept a price increase, the Other Party is entitled to dissolve the Agreement which the price increase relates to, within 14 days of the date on the notification of the price increase. He must do so in writing by registered post, with effect from the date on which the changed prices come into force.

5.6 Once a year, without prior notification being required, CTZ reserves the right to increase prices by a percentage that is equal to the increase of the consumer price index as established by Statistics Netherlands for the year prior to that in which the prices are increased. The price increases referred to in this article do not give the Other Party the right to dissolve the Agreement.

5.7 If CTZ, at the request or with the prior consent of the Other Party, has carried out work or delivered other performances that fall outside the content or scope of the agreed work and/or performances, this work or these performances will be paid for by the Other Party in accordance with the agreed rates and, in the absence thereof, in accordance with the usual rates of CTZ. CTZ is never obliged to comply with such a request and may demand a separate written agreement to be concluded for that purpose.

5.8 Unless explicitly stated otherwise, the prices stated by CTZ and to be charged to the Other Party are:

- a. exclusive of VAT, import duties, other taxes, levies and charges;
- b. exclusive of the costs for packaging, loading, unloading and insurance;
- c. stated in Euros. Any currency fluctuations are passed on.
- d. in the case of the sale and delivery of goods, based on delivery condition Ex Works, Ex Shipyard or Ex Warehouse or other storage location of CTZ, as stipulated in the latest version of the ICC Incoterms.

5.9 Payment must at all times be made within 30 days of the invoice date, unless otherwise agreed in writing.

5.10 Claims regarding the extent of the invoices or the Services provided do not suspend the payment obligation.

5.11 In the event that the Other Party fails to pay in time, it will be in default by operation of law and without a notice of default being required, while the Other Party owes default interest equal to the statutory interest rate under Section 6:119a of the Netherlands Civil

Code from the 30th day after the invoice date until the date on which payment is made in full. In addition, and in derogation from Section 6:96, subsection 5 of the Netherlands Civil Code and the Extrajudicial Collection Costs (Fees) Decree, CTZ is also entitled to payment of the extrajudicial (collection) costs, which are set at an amount equal to 15% of the total outstanding principal sum.

5.12 In the event of late payment, CTZ is authorised – without in any way being liable for damage – to suspend every and any obligation towards the Other Party until the moment at which the Other Party has fully fulfilled its payment obligations, including payment of the interest due.

5.13 The Other Party is not entitled to set off any amounts it owes CTZ against any amount CTZ is alleged to owe the Other Party, due on account of the Agreement or otherwise.

Article 6: Execution of the work

6.1 The Other Party ensures that the permits, exemptions and similar decisions required to carry out the work have been obtained in time, so that CTZ can start its work at the intended date.

6.2 The agreed price for the contracted work does not include (unless explicitly confirmed otherwise in writing):

- a. taking measures to prevent damage to, on or near objects in the vicinity of the work;
- b. additional costs for removal, depending on the nature of the material to be removed such as hazardous construction materials and/or chemical waste.

6.3 All changes to the contracted work, regardless of the cause, are regarded as contract extras, with the Other Party being obliged to pay the additional costs to CTZ.

6.4 Contract extras are calculated on the basis of the price–decisive factors applicable at the time the contract extras are carried out.

6.5 Unless explicitly agreed otherwise, the Other Party will effectively insure the goods that are the subject of the work or services to be provided by CTZ, such as but not limited to the goods to be transported by CTZ.

6.6 The Other Party accesses the grounds of CTZ or the grounds where CTZ carries out its work at its own expense and risk. CTZ is not liable for any damage suffered by the Other Party – and the Other Party must indemnify CTZ against any third–party claims – ensuing from the presence of the Other Party or from the Other Party carrying out work in the grounds of CTZ or the grounds where CTZ carries out its work, unless the damage suffered by the Other Party is the result of intent or gross negligence of CTZ.

Article 7: Completion of work

7.1 Work is regarded as complete when all materials used by CTZ of the work have been cleaned, the harbour manager and the Directorate–General for Public Works and Water Management have approved of the state of completion and:

- a. when the Other Party has notified CTZ verbally or in writing of the completion of the work and/or the Other Party has approved the work;
 - b. when CTZ has given the Other Party the opportunity to inspect the work and the Other Party has not taken up this inspection opportunity within three days of having been given that opportunity.
 - c. when the Other Party takes the work into use;
- if the Other Party takes only part of the work into use, it is regarded as partial completion.
- 7.2 Minor defects that can be remedied within 30 days of completion do not hamper completion.
- 7.3 When the work is rejected or when no consent is given, the Other Party is obliged to notify CTZ in writing, stating the reasons.

Article 8: Rights

- 8.1 All products and Services continue to be the property of CTZ until all amounts owed to CTZ by the Other Party by virtue of the Agreement have been paid to CTZ in full.
- 8.2 The Other Party guarantees CTZ that the Other Party's use of information or otherwise provided will not cause CTZ to violate any statutory regulations or protected rights of third parties.
- 8.3 The Other Party indemnifies CTZ against all direct and indirect consequences of third-party claims against CTZ by virtue of violating the guarantee referred to in paragraph 3 of this article.

Article 9: Termination of the Agreement

- 9.1 Without prejudice to its right to compliance and/or compensation, CTZ is, without owing the Other Party any compensation, entitled to terminate or dissolve the Agreement with the Other Party without legal intervention, and/or to demand compensation, to take back the goods delivered and, in the case of partial dissolution, to suspend delivery to the Other Party, if the Other Party somehow fails to fulfil its obligations, ceases its business operations, applies for a moratorium, has an application for moratorium filed on its behalf, is declared insolvent, offers its creditors a settlement or if similar circumstances occur.
- 9.2 If, at the time of dissolution, the Other Party has already received performances in execution of the Agreement, these performances and the corresponding payment obligation cannot be revoked. Amounts invoiced by CTZ before dissolution in respect of what has already been undertaken or delivered in execution of the Agreement will continue to be payable and be immediately due and payable at the time of dissolution.
- 9.3 If CTZ dissolves or suspends the Agreement by virtue of this Article, every claim CTZ has against the Other Party will be immediately due and payable.

Article 10: Liability, indemnification, Force Majeure and third-party clause

10.1 All work, services and the sale and delivery of goods by CTZ are at the expense and risk of the Other Party.

10.2 Without prejudice to the provisions of mandatory law, CTZ is not liable for any damage, unless the damage suffered by the Other Party is the result of intent or gross negligence on the part of CTZ or its subordinates.

10.3 The liability of CTZ is fully excluded in all cases. If and insofar as CTZ is liable for whatever reason, its liability for each event (with a connected series of events counting as a single event) is primarily limited to a maximum amount of € 10,000 and alternatively to the amount paid out in such cases by virtue of the liability insurance contract or contracts taken out. Any liability of CTZ for any other form of damage is excluded, including additional compensation in any form whatsoever, compensation for indirect or consequential damage or or damage due to lost turnover or profits, lost data or intangible loss, unless it concerns intent or gross negligence on the part of CTZ management.

10.4 The Other Party indemnifies CTZ against all claims for compensation third parties may bring for damage that arose in any way due to the unlawful or careless use of Services.

10.5 In the event of Force Majeure, CTZ will notify the Other Party, stating the cause, nature, expected duration of the Force Majeure event and how it affects the execution of Services.

10.6 In the event of Force Majeure, CTZ is entitled to suspend the execution of the Services for the term of the Force Majeure event or to fully or partially terminate the Agreement, without being obliged to pay any compensation.

10.7 Shortcomings in the execution of an Agreement in the case of Force Majeure cannot be attributed to CTZ and do not give the Other Party the right to dissolve or suspend the Agreement or claim compensation.

10.8 There will be no refund of money paid in advance by the Other Party.

10.9 If after conclusion of an Agreement, CTZ is unable to comply with it as a result of circumstances CTZ was unaware of upon conclusion of the Agreement, CTZ is entitled to change the contents of the Agreement in such a way that execution is still possible.

10.10 Every claim against CTZ expires by the mere lapse of 12 months.

10.11 The period given above commences on the day that follows the day on which the claim becomes due and payable, or on the day that follows the day on which the Other Party became aware of the damage, with the earliest day counting. Without prejudice to the above, said periods for claims in respect of damage, loss of value or loss of goods commence on the day following the day on which the goods are delivered.

10.12 CTZ, as well as its employees, the third parties hired by CTZ and their subordinates, as well as the legal successors of CTZ and aforementioned persons can invoke all provisions set out in the General Terms and Conditions, including but not limited to the exclusion and limitation of liability, the lapse of the right to claim, the indemnity and choice of law and jurisdiction clause.

Article 11: Disputes

11.1 All disputes between the Parties, including those that are regarded as such by only of the parties, are subject to the laws of the Netherlands.

11.2 After the Parties have tried to resolve the dispute by themselves, but failed to do so, the dispute will be settled by the competent judge of the district court of Zeeland–West Brabant, Middelburg location, without prejudice to the right of CTZ to submit the dispute to another body, this at the discretion of CTZ, unless the dispute must be submitted to another body by virtue of a statutory provisions under mandatory law.

II. SALE

Article 12: Sale of goods

12.1 Towards the Other Party, CTZ undertakes to deliver the goods in accordance with the description, quality and quantity specified in the offer (which may have been subsequently changed in writing).

12.2 CTZ does not guarantee that the goods are suitable for the purpose for which the Other Party wants to use them, also when CTZ has been informed of that purpose, unless the contrary has been explicitly agreed between the parties.

Article 13: Delivery

13.1 CTZ delivers the goods on the basis of delivery conditions EXW (Ex Works), shipyard, warehouse or other storage location of CTZ, as stipulated in the latest version of the ICC Incoterms, unless agreed otherwise in writing by the parties.

13.2 If at the request of the Other Party, CTZ does organise transport, CTZ will do so only on behalf of the Other Party and at the latter's expense and risk. CTZ excludes all liability for the instructions assigned to it in connection with transport. If the Other Party has not issued a special instruction for the choice of haulier, CTZ can select one. The Other Party is responsible for taking out transport insurance. If CTZ carries out any customs formalities or similar activities for the Other Party in relation to the settlement of the purchase agreement, these activities are at all times at the expense and risk of the Other Party. The Other Party guarantees CTZ that the Other Party always has the required permits for the import or export of the goods purchased and the Other Party indemnifies CTZ against all liability, claims, taxes or penalties from third parties, including any national or international government of authority.

13.3 CTZ will properly pack the goods, unless the nature of the goods opposes this, and it will secure the goods in such a way that they will reach their destination in a good condition under normal transport conditions.

13.4 When CTZ has made durable packing materials such as pallets, boxes, crates, containers, etc. available for the packing and transport or has asked a third party to make them available – against payment of a deposit or security payment – the Other Party is obliged (unless it concerns single-use packaging) to return these pallets, etc. to the address given by CTZ, failing which the Other Party must pay CTZ compensation.

13.5 After conclusion of the Agreement, the Other Party must ensure a haulier appointed by or behalf of the latter takes delivery of the goods as soon as possible, but always within

48 hours. If the Other Party fails to take delivery of the goods delivered by CTZ for whatever reason outside the will and control of CTZ, the Other Party is still obliged to fulfil the agreed payment conditions as if it had taken delivery of the goods delivered.

13.6 If, for whatever reason, the Other Party is not able to take delivery of the goods at the agreed time and these goods are ready for shipment, CTZ will, if its storage capacities allow for this, at the Other Party's request keep the goods at the risk of the Other Party, secure them and take all reasonable measures so as to prevent a deterioration of quality, until the goods have been delivered to the Other Party.

13.7 In the case referred to in article 13.6 of the General Terms and Conditions, the Other Party is obliged to pay CTZ the storage costs at the rate applied by CTZ and, failing that, at the rate customary for the sector, pay compensation from the moment the goods are ready for shipment or, if later, from the moment of the delivery date agreed on in the purchase agreement. If the goods are not collected against payment of the money due within three months of being made available, despite the fact that CTZ makes them available to the Other Party, CTZ reserves the right to sell the goods for on behalf of the Other Party, following written notice of default. The proceeds are paid to the Other Party, minus the costs incurred by CTZ, including the storage costs.

13.8 CTZ is entitled to make partial deliveries, which partial deliveries are invoiced separately by CTZ.

13.9 CTZ will deliver the goods at the time or immediately after the end of the delivery period, which is stipulated in the agreement. If a delivery period has been agreed, it commences on the date on which CTZ confirms the order. Delivery times on the part of the Other Party are free from obligation and can never be regarded as final deadlines. CTZ can never be in default by the mere lapse of the agreed delivery periods; this always requires a written notice of default. The fact that a delivery period is exceeded never gives the Other Party the right to any kind of compensation, dissolution of the agreement or any other type of action against CTZ, unless it concerns intent or gross negligence on the part of CTZ, or if the delivery period is exceeded by more than three weeks.

13.10 The aforementioned delivery period is extended by the period during which Force Majeure prevents CTZ from fulfilling its obligations.

Article 14: Transfer of ownership

14.1 Subject to the provisions in paragraphs 2 and 3 of this article, the ownership and risk of the goods will transfer to the Other Party upon delivery of the goods as described in article 12.

14.2 As long as the Other Party has not paid the full amount of the purchase price and any additional costs or has not furnished any security in that respect, the goods remain the property of CTZ. In that case, ownership will transfer to the Other Party as soon as the Other Party has fulfilled all of its obligations towards CTZ. As such, goods delivered remain the property of CTZ, until all goods delivered and all services provided under the agreement have been paid by the Other Party, including interests and costs. In the event of a moratorium, insolvency, suspension of payments and liquidation of the Other Party or, if the Other Party is a natural party, in the event of his death, CTZ is entitled to fully or partially cancel the order without a notice of default or judicial intervention and claim back that part of the consignment unpaid for.

14.3 Cancellation and repossession do not affect the right of CTZ to compensation for damage or loss. In such instances, each claim of CTZ against the Other Party will be

immediately due and payable.

14.4 The Other Party will properly store the goods delivered under retention of title and keep them separated from other goods, effectively insured the goods for at least the amount invoiced by CTZ.

14.5 Within the framework of its ordinary business operations, the Other Party may sell on or use the goods delivered under retention of title, yet they may not be given as security nor serve as such in relation to third-party claims. In such cases, the Other Party must keep the proceeds of these goods separate for CTZ.

14.6 If there is reasonable doubt on the part of CTZ about the payment capacity of the Other Party, CTZ is entitled to postpone delivery of the goods, until the Other Party has furnished security for payment. The Other Party is liable for any damage to be suffered by CTZ due to this delayed delivery.

Article 15: Inspection and complaints

15.1 Upon delivery, the Other Party is obliged to inspect the delivered goods for visible exterior damage. In the event that the goods are made available to a haulier, the Other Party must appoint a person to inspect these goods before transport commences. If no-one is appointed, the driver who takes delivery of the goods on behalf of the Other Party is expected to inspect the goods on behalf of the Other Party.

15.2 Complaints about the quantity and visible exterior damage and/or defects must be submitted in writing by the Other Party as soon as possible, but always within 2 days of delivery as referred to in article 13, failing which the quantities on the invoice and/or packing slip prepared by CTZ are expected to be correct and the goods are expected to have been delivered without visible exterior damage.

15.3 Complaints about damage and/or defects that were not visible at the time of delivery, as well as all other complaints must be submitted to CTZ by the Other Party in writing as soon as possible, but always within 2 days of delivery as referred to in article 13, or after any defects are identified or reasonably could have been identified, failing which the Other Party is expected to have approved of the delivered goods.

15.4 Complaints that were submitted late or incorrectly to CTZ have no legal consequences and relieve CTZ from any liability.

15.5 If it is not established that the delivered goods do not comply with the agreed specifications, CTZ has the opportunity to replace them during a period that corresponds with the original delivery period. The payment conditions as set out in the General Terms and Conditions continue to apply in full.

15.6 If CTZ considers a complaint unfounded, CTZ is only obliged to fulfil the agreed performance after all.

15.7 If CTZ upholds a complaint, it will suspend the Other Party's payment obligation until the complaint is dealt with, on the understanding however that it only concerns that part of the invoice with regard to which the complaint is upheld.

15.8 Complaints about invoices sent by CTZ must be submitted in writing within five days of the invoice date, failing which the invoices are expected to be correct.