

## Standard terms for purchasing and for the performance of services Qrooz B.V.

### Article 1 - Definitions

The following definitions apply to these standard purchase terms:

Service:	all work carried out by the Contractor for or for the benefit of Qrooz, either in conjunction with the delivery of goods or otherwise;
Qrooz:	the enterprise Qrooz B.V., established under Dutch law, having its registered seat in Rotterdam (The Netherlands);
Contractor:	each natural or legal person with whom/which Qrooz enters into a contract- or with whom/which negotiations take place — with regard to the delivery of goods and/or the performance of services;
Order:	each order by Qrooz for the delivery of goods and/or the performance of services, in any form whatsoever;
Contract:	every contract concluded between Qrooz and the Contractor, each alteration or addition to such a contract and all acts/juridical acts in preparation for and/or in performance of that contract.
End-user:	each natural or legal person whom/which Qrooz delivers goods to or performs services for or whom/which negotiations take place regarding the delivery of goods or performance of services by Qrooz;
e-mail:	using electronic mail, with optional attachments.

### Article 2 - Applicability and amendments to the standard terms

- 2.1 These standard terms for purchasing and for the performance of services (hereinafter: "standard purchase terms") apply to all Contracts under which the Contractor supplies goods to or provides Services for Qrooz, as well as to each offer by the Contractor and all requests for offers and Orders by Qrooz. These standard purchase terms also apply to any supplementary or follow-up contracts.
- 2.2 The Contractor's standard terms do not apply, either alongside these standard purchase terms or otherwise, and the possibility of their applicability is hereby expressly excluded.
- 2.3 No derogation from and/or addition to these standard purchase terms is possible unless and insofar as accepted explicitly in writing by Qrooz.
- 2.4 The invalidity of any provision of the Contract or of these standard purchase terms will be of no consequence to any other provisions of the Contract and of these standard terms.
- 2.5 If and insofar as any provision of the Contract or of these standard purchase terms must be deemed unreasonably onerous, unacceptable or invalid in the given circumstances, the parties will instead be bound by a provision which, all circumstances considered, is acceptable and most closely approximates the purport of the provision deemed inapplicable.

### Article 3 - Conclusion of the Contract

- 3.1 A quote or offer issued by the Contractor will be irrevocable for a period of thirty (30) days, unless a longer period has been agreed between the parties. Unless explicitly agreed otherwise in writing the period referred to in the previous sentence will commence upon the quote or offer by the Contractor reaching Qrooz.
- 3.2 Qrooz will be bound only once it has confirmed a written or e-mailed offer by the Contractor by means of a written or e-mailed Order. If the Contractor acts or prepares to act in performance before receiving the written Order, it does so at its own expense and risk.
- 3.3 If Qrooz has sent the Order following the expiry of the period referred to in the first paragraph of this article or if the Order deviates from the quote or offer on minor points, the Contract will be concluded unless the Contractor rejects the Order in writing or by e-mail within fourteen (14) days after the Order date.
- 3.4 If the Contractor has not made an offer or has made an offer verbally, the Contract will be concluded by the written or e-mailed acceptance by the Contractor of a written or e-mailed Order by Qrooz within fourteen (14) days after the Order date. Qrooz is entitled to annul the Order until it has been accepted by the Contractor, without being liable to pay any compensation.
- 3.5 All costs involved in producing a quote or issuing an offer will be for the expense of the Contractor.

### Article 4 - Amendments

- 4.1 Qrooz is authorised to alter the magnitude and/or characteristics of the goods to be supplied and/or the Services to be performed and to modify drawings, specifications and such like.
- 4.2 If the Contractor considers that a change affects the agreed price, delivery time and/or quality, before acting upon the change the Contractor will inform Qrooz in writing or by e-mail of the effects as quickly as possible and no later than eight (8) days after notification of the requested change. If those effects on the price, delivery time and/or quality are considered by Qrooz to be unreasonable in relation to the nature and scope of the change, Qrooz will be entitled to dissolve the contract by giving notice in writing or by e-mail to the Contractor, unless such a dissolution would be manifestly unreasonable in view of the circumstances. Dissolution on the basis of this paragraph will not entitle any party to compensation for damages.
- 4.3 Changes take effect only if agreed in writing or by e-mail.

## Article 5 - Prices

- 5.1 Unless explicitly agreed otherwise in writing or by e-mail, the agreed prices include:
  - a. all costs, for instance for packaging, transport, insurance, travel and accommodation costs;
  - b. all taxes and duties, for instance import and export levies, with the exception of VAT.
- 5.2 Prices are fixed, unless explicitly agreed otherwise in writing or by e-mail.

## Article 6 - Delivery of goods

- 6.1 The Contractor is obliged to perform the Contract in accordance with the agreed specifications and in a full and proper manner. The Contractor will deliver the goods at the agreed time or within the periods laid down in the Contract.
- 6.2 Unless explicitly agreed otherwise in writing or by e-mail, delivery will be made to the agreed address on a duty paid basis ("DDP") within the meaning of the Incoterms 2000. The delivery will be completed once Qrooz has signed to indicate receipt of the delivered goods.
- 6.3 The Contractor will enter default simply by transgressing a period agreed for the delivery or parts thereof.
- 6.4 The term "delivery" also includes the delivery of all accompanying auxiliary materials and all accompanying documentation, such as for instance drawings, quality/inspection/guarantee certificates, instruction books and manuals.
- 6.5 The Contractor is not entitled to make partial deliveries. If it has nevertheless been agreed that partial deliveries will be made, the term "delivery" in these standard purchase terms will also be taken to refer to partial deliveries.

## Article 7 - Packaging and transportation of goods

- 7.1 The Contractor will pack and transport the goods at its own expense and risk, in accordance with the packaging and transportation requirements set by the applicable statutes and regulations.
- 7.2 The Contractor must take back packaging materials at the first such request by Qrooz. Returns of packaging materials (given on loan) will be made at the expense and risk of the Contractor to a destination specified by the Contractor.

## Article 8 - Performance of Services

- 8.1 The Contractor will perform the Services as described in the Contract. The Contractor will perform the Services at the agreed time or within the periods laid down in the Contract.
- 8.2 The performance of the Services is complete once Qrooz gives its written or e-mailed approval for the services performed.
- 8.3 The Contractor will enter default simply by transgressing the agreed periods for the performance of the Services.
- 8.4 The Contractor will perform the services in the proper manner, using the correct materials and bringing in sufficient and qualified personnel and/or third parties. The Contractor may commission third parties to carry out the work only after obtaining prior written or e-mailed permission from Qrooz.
- 8.5 The Contractor remains responsible at all times for the auxiliary materials, staff and/or third parties to be brought in to perform the Services and will ensure their provision.
- 8.6 If the services are performed at the office(s) or place(s) of business of Qrooz, or on board of vessels of Qrooz or End-users the Contractor, its staff and/or any third parties it brings in are obliged to adhere to the applicable company rules, as well as to all statutory health, safety and environmental regulations.
- 8.7 Qrooz reserves the right to require its approval for the staff and/or third parties to be brought in by the Contractor to perform the services before placing the Order.
- 8.8 If while the Contract is in force it appears that the staff and/or third parties brought in by the Contractor are not performing satisfactorily or in accordance with the reasonable expectations of Qrooz, the Contractor will be liable, at the first such request by Qrooz, to replace the person(s) in question. The foregoing also applies in the event of the sickness or absence of a staff member and/or a third party brought in by the Contractor in cases in which it can be assumed that their illness or absence may last longer than ten (10) working days.
- 8.9 The replacement of staff and/or third parties will take place at the full expense and risk of the Contractor. All costs involved in replacement - for instance, the costs of recruitment and settling in - are for the expense of the Contractor. Interim replacements can be made only in consultation with Qrooz and following its approval.
- 8.10 If the Contractor is unable to supply the replacement within a reasonable period set by Qrooz, then Qrooz will be entitled to terminate the Contract, either fully or partially, by giving notice in writing and without judicial intervention being required. In such cases, Qrooz will not be liable to pay any compensation. Termination on the basis of this article will not prejudice the entitlement of Rotterdam Municipal Port Management to compensation.

## Article 9 - Risk and ownership

- 9.1 The risk in relation to goods to be delivered will transfer to Qrooz only upon delivery. The risk will not transfer if the goods do not comply with the Contract or if the accompanying auxiliary materials and documentation are not supplied together with the goods.
- 9.2 The ownership of the goods will transfer to Qrooz by no later than the time of delivery, unless the Contractor has reserved ownership explicitly in writing as security for payment of the price of those same goods, in which case Qrooz will nevertheless be entitled to process and/or sell the goods in the context of its normal commercial operations.
- 9.3 The ownership and risk in relation to Services performed by the Contractor will transfer once Qrooz explicitly approves the Services by means in writing or by e-mail.
- 9.4 Unless explicitly agreed otherwise in writing, all lay-outs, models, designs, sketches, drawings and other information derived from Qrooz which are the property of Qrooz or in regard of which Qrooz has intellectual property rights, will continue to be owned by Qrooz.
- 9.5 If the goods are rejected by Qrooz during or after delivery, the risk and ownership will be deemed never to have transferred to Qrooz.
- 9.6 The Contractor is not entitled to exercise a right of retention or revendication.

## Article 10 - Inspection and checks

- 10.1 Within thirty (30) days after the delivery of the goods or sixty (60) days after the completion of the Services, Qrooz will carry out an inspection. Qrooz will inform the Contractor immediately in the event of rejection. In the event of the goods and/or Services being rejected, paragraph 4 below will apply with respect to the entitlements and rights of Qrooz.
- 10.2 The acceptance by Qrooz of the goods delivered and/or Services performed will not release the Contractor from its liability for any visible or invisible defects in the goods delivered and/or the Services performed which was not detected in the inspection by Qrooz. Neither will the inspection release the Contractor from its obligations arising from the guarantee that it provides under Article 14.
- 10.3 Qrooz may at any time carry out advance inspections of the goods it has ordered or the manufacturing process for such goods prior to delivery. Such an inspection will not under any circumstances lead to acceptance. For the purpose of such inspections, the Contractor will grant access to the location where the goods are manufactured or stored. The Contractor will also cooperate fully with the inspection that Qrooz wishes to carry out.
- 10.4 If Qrooz rejects or does not approve the goods delivered and/or the Services performed, the Contractor will collect the goods from Qrooz at its own expense within two weeks after being notified by Qrooz or the Contractor will, within a period to be agreed between the parties, alter the Service it has performed or part(s) thereof in accordance with the instructions of Qrooz. If the Contractor has not collected the goods within the two-week period that has been set, Qrooz may have the goods delivered to the Contractor at the Contractor's own expense, without prejudice to any of its other rights and claims.
- 10.5 If following consultations with the Contractor, circumstances allow the reasonable assumption to be made that the Contractor will not or cannot replace or repair the defective goods or alter the rejected Service, or do so properly or in due time, Qrooz will be entitled to dissolve the contract with the Contractor with immediate effect, without prejudice to its other rights, in particular its right to compensation.

## Article 11 - Invoicing and payment

- 11.1 The Contractor must send its invoices to Qrooz in duplicate. Invoices must be submitted no later than three months after the delivery of the goods or six months after completion of the Services. Qrooz may refuse to pay invoices received after the expiry of those periods. The invoices must state at least a description of the goods delivered and/or of Services performed, the delivery address, the date of delivery of the goods or performance of the Services, the net price, the Contractor's VAT Registration Number and if applicable the Qrooz ship built number.
- 11.2 Unless explicitly agreed otherwise in writing or by e-mail, payment of the invoice by Qrooz will be made no later than thirty (30) days after the delivery of the goods or the performance of the Service and the receipt of all of the documents accompanying the delivery of the goods or the performance of the Service, including the invoice, provided that Qrooz has approved the goods and Services in accordance with Article 6.2 or Article 8.2 respectively. The payment period stated above commences upon the fulfilment of all of the requirements specified in this paragraph.
- 11.3 Payment by Qrooz does not in any way entail a waiver of its rights.
- 11.4 Qrooz may at any time set off claims that the Contractor has against Qrooz against claims of any nature whatsoever that Qrooz has against the Contractor or enterprises belonging to the same group as the Contractor.
- 11.5 The Contractor will never be entitled to suspend or terminate its performance on the grounds of the transgression of a payment period by Qrooz or non-payment of any invoice due to a dispute as to the substance of the invoice.

## Article 12 - Intellectual property

- 12.1 The Contractor guarantees that the use (including the resale) of the goods that it has delivered or the Services it has performed will not infringe the intellectual property rights of the Contractor and/or of third parties.
- 12.2 The Contractor is obliged to indemnify Qrooz for any claims arising from an infringement of the intellectual property rights of third parties and will compensate Qrooz for all resulting damage.
- 12.3 Insofar as not agreed otherwise explicitly and in writing, the Contractor may use the information or goods made available by Qrooz only in the context of and for the purpose of the Contract with Qrooz. The information and/or goods made available may not be put at the full or partial disposal of third parties or used for other purposes than those for which Qrooz provided the information and goods to the Contractor, without obtaining prior written permission from Qrooz.
- 12.4 The intellectual property rights to the data, reports, documents and the information contained therein, produced by the Contractor in connection with the order, will vest in Qrooz. The Contractor hereby transfers all of those property rights to Qrooz in advance, insofar as necessary. If the transfer requires a deed or the observance of any other formality, the Contractor hereby undertakes in advance to provide its unconditional cooperation in this matter or hereby grants in advance an irrevocable power of attorney to Qrooz to bring about the transfer.
- 12.5 In the event that the Contractor makes available documents, software and such like for the goods to be delivered and/or the services to be performed, in regard of which the Contractor or third parties have intellectual property rights, the Contractor grants Qrooz a right of use that corresponds with the purpose of the documents, software and such like that have been supplied.

## Article 13 - Confidentiality

- 13.1 The Contractor, its staff and third parties it brings in are obliged to observe strict confidentiality with respect to all information concerning the business of Qrooz of which they may become aware in connection with the Order or the performance of the Contract, including the nature of, reasons for, the way and the results of the work that they carry out.

## Article 14 - Guarantee

- 14.1 The guarantee period is twenty four (24) months, unless explicitly agreed otherwise in writing. The guarantee period commences upon acceptance of the delivery of the goods and of the performance of the Services.
- 14.2 During this guarantee period, the Contractor guarantees the reliability of the goods it has delivered or the Services it has performed and guarantees that those goods and/or Services will comply with the Contract. The guarantee comprises at least the following:
- that the goods and/or Services are fit for the purpose for which the Order was placed and the Contract was entered into;
  - that the goods are new, of good quality and are free from defects and any rights of third parties;
  - that the Services will be performed in a proficient manner and remain uninterrupted;
  - that the goods and/or Services include a specification of the producer or the party who brought the goods and/or auxiliary materials onto the market; and
  - that the goods and/or Services include and are accompanied by all information and instructions required for their proper and safe use.
- 14.3 If and insofar as applicable and without prejudice to the previous paragraph of this article, the Contractor must ensure compliance with all requirements arising from the applicable European and national regulations on health, safety and the environment.
- 14.4 Regardless of the results of any advance inspections that have been carried out, if that which has been supplied does not comply with paragraph 2 of this article, the Contractor will, at its own expense, repair or replace the goods or supply that which is missing, at the discretion of and at the first such request of Qrooz, unless Qrooz expresses a preference for the dissolution of the contract in accordance with Article 19. All costs to be incurred in this connection (including the costs of repair and dismantling) will be for the expense of the Contractor.
- 14.5 In urgent cases and in cases in which, following consultation with the Contractor, it must reasonably be assumed that the Contractor will fail to comply with its guarantee obligations laid down in this article, Qrooz will be entitled, at the Contractor's expense, to carry out the repair or replacement itself or to have it carried out by third parties. The Contractor will not thereby be released from its obligations under the Contract.
- 14.6 An agreed guarantee period commences anew following the acceptance of a repair that has been carried out and to which the guarantee provisions are applicable.
- 14.7 On resale by Qrooz of goods delivered or services performed by Contractor does not release Contractor from these guarantee obligations nor other obligations under the Contract.

## Article 15 - Liability

- 15.1 Every failure as regards compliance with the Contractor's obligations will entitle Qrooz to oblige the Contractor to fully or partially rectify the failure and/or its effects, at the Contractor's own expense and risk.
- 15.2 The Contractor is liable for all damage suffered by Qrooz and/or third parties as a consequence of (failures in) the goods delivered and/or Services performed and/or as a consequence of acts or omissions of the Contractor, its staff or third parties it brings in. The Contractor is liable both for direct and indirect damage.
- 15.3 The Contractor indemnifies Qrooz against all claims by third parties in connection with the contract. That indemnity also relates to all damage and costs incurred by Qrooz in this connection.
- 15.4 The Contractor will insure itself adequately against the liability referred to in this article and will allow Qrooz to inspect the policy if it wishes to do so. The insurance obligation also extends to auxiliary materials involved in any way whatsoever in the performance of this contract.
- 15.5 Qrooz is not liable for damage incurred on the part of the Contractor, its staff and/or third parties brought in by the Contractor, unless the damage is the consequence of gross culpability, gross negligence or intent on the part of Qrooz.

## Article 16 - Penalty

- 16.1 If the goods have not been delivered and/or the Services not performed within the agreed period and at the agreed location or if the goods delivered and/or the Services performed did not comply with the contract, the Contractor will immediately become liable to pay a penalty to Qrooz, without any demand or other prior declaration being required. The penalty will amount to 0.1% of the price of the goods or Services in question, plus turnover tax, per day. The daily penalty will begin to accumulate as of the date on which the failure commences until and including the date on which the failure ends. The total penalty payable may not exceed 10% of the price of the goods or Services in question, plus turnover tax. If delivery has become permanently impossible, the penalty will be payable in full immediately.
- 16.2 The penalty will accrue to Qrooz without prejudice to any of its other rights or claims, which include:
- a. its claim for compliance with the obligation to deliver the goods and/or perform the Services in accordance with the Contract;
  - b. its entitlement to compensation.
- 16.3 The penalty will be set off against any payments owed by Qrooz, regardless of whether the claim for payment thereof has transferred to a third party.

## **Article 17 - Taxes and social insurance premiums**

- 17.1 The Contractor is responsible for complying with the obligations upon it by virtue of the applicable legislation on salary tax, turnover tax and social insurance. The Contractor is obliged, at the first such request by Qrooz, to allow inspection of its records in order to demonstrate that it has complied with all of the obligations referred to above.
- 17.2 The Contractor indemnifies Qrooz against all claims in relation to salary tax, turnover tax and social insurance in connection with the Contract. That obligation will continue to exist after the termination of the Contract.
- 17.3 If Qrooz faces a claim for the payment of social insurance premiums due to be paid by the Contractor or by third parties brought in by the Contractor, or for salary tax to be deducted or turnover tax to be paid by the same, Qrooz may recover such a claim from the Contractor, notwithstanding the Contractor's rights against third parties in this respect. The sum in question will be payable immediately and without judicial intervention being required. The Contractor will be liable to pay the statutory interest on the sum owed as of the date of Qrooz being held liable up until and including the date of full payment.
- 17.4 Qrooz is entitled, without being liable to pay any compensation to the Contractor, to terminate the Contract with immediate effect and without judicial intervention being required, if the Contractor and/or third parties brought in by the Contractor do not comply with their obligations arising from fiscal and social insurance statutes and regulations.

## **Article 18 - Force majeure**

- 18.1 In the event of force majeure arising, performance of the contract will be suspended in part or in full for the duration of the period of force majeure, without the parties being liable to pay each other any compensation in this connection. If the state of force majeure persists for longer than thirty (30) days, the other party will be entitled to dissolve the contract with immediate effect by means of a letter sent by recorded delivery, without judicial intervention being required and without any entitlement to compensation arising.
- 18.2 Force majeure on the part of the Contractor will not under any circumstances be taken to include a lack of staff, strikes, breach of contract by third parties brought in by the Contractor, the failure of auxiliary materials or problems as regards the Contractor's liquidity or solvency.

## **Article 19 - Dissolution**

- 19.1 Qrooz may at its own discretion fully or partially suspend the performance of the contract or terminate the contract fully or partially by giving notice in writing or by e-mail, without judicial intervention being required (and without Qrooz being liable to pay any compensation) in the event of:
  - a. the Contractor being granted a moratorium on payments, being declared bankrupt or an application being made for a moratorium/bankruptcy;
  - b. the sale or termination of the Contractor's business;
  - c. the Contractor being placed under guardianship or in administration;
  - d. the withdrawal of permits of the Contractor that are essential for the performance of the Contract;
  - e. the death of the Contractor;
  - f. the attachment of an important part of the Contractor's business assets or of goods designated for the performance of the Contract;
  - g. a failure by the Contractor to comply with any obligation arising from the Contract and, insofar as compliance is not temporarily or permanently impossible, after the Contractor has been issued with a written or e-mailed notice of default by Qrooz and has failed to comply with the obligation within a further period of thirty (30) days.
- 19.2 All claims that Qrooz may have or acquire against the Contractor in the event of termination in accordance with this article will be payable in full immediately.

## **Article 20 - Transfer of rights and obligations**

- 20.1 The Contractor will neither fully nor partially transfer its rights and obligations arising from the Contract to third parties without obtaining prior written permission from Qrooz.
- 20.2 Qrooz is entitled at any time to transfer its rights and obligations under a contract to its associated enterprises.

## **Article 21 – Applicable law and competent judge**

- 21.1 The Contract is governed exclusively by Dutch law, excluding the applicability of the Vienna Sales Convention.
- 21.2 All disputes arising from or connected with offers, contracts or deliveries, to which these standard purchase terms are applicable, will be adjudicated by the competent judge in Rotterdam. Nevertheless, Qrooz remains entitled to submit disputes to the judge who would be competent to take cognisance of disputes between the parties were it not for the applicability of the previous sentence.
- 21.3 The previous paragraph does not prejudice the entitlement of the parties to enter into an agreement to submit a dispute to arbitration.