

## Article 1.Scope

1.1. These are the general terms and conditions in accordance with which FLANDERS SHIP REPAIR NV (hereinafter referred to as "FSR") carries out and/or delivers work, goods and/or services.

1.2. These general terms and conditions apply to all quotations, offers, orders, assignments, works, services and agreements of whatever nature.

1.3. The application of general terms and conditions of the customer or any other party is expressly excluded, unless accepted by FSR in writing.

1.4. The term "customer" used in these general terms and conditions includes, among others, any person requesting FSR to prepare a quotation or offer, any person instructing FSR to execute and/or deliver work, services and/or goods (hereinafter referred to as "assignment"), any person entering into an agreement with FSR and any person in whose name and on whose behalf an assignment is given or an agreement as referred to above is concluded.

1.5. Cancellation of an assignment given to FSR or an agreement concluded with FSR is only valid if submitted in writing and accepted by FSR in writing. In that case, the customer, by operation of law and without having to be notified, owes FSR a flat-rate compensation of 10% of the price for the execution of the assignment.

## Article 2.Liability

2.1. FSR is not liable for damage of whatever nature during the execution of an assignment, including bodily injury and/or damage to or loss of the ship's cargo or goods, regardless of whether this damage was caused by any fault or negligence on the part of FSR, its employees, representatives or agents.

2.2. Nor is FSR liable for damage to and/or loss of parts and/or goods entrusted to FSR or which it takes possession of with a view to the execution of the assignment given to FSR. These parts and goods remain the property and responsibility of the customer.

2.3. Nor is FSR liable for delays in the execution and/or delivery of the work, services and/or goods. Execution and delivery times specified by FSR are provided for

information purposes only and are in no way binding. Delays in the execution and/or delivery of the work, services and/or goods do not give the customer the right to dissolve/terminate the agreement (or to have it set aside by the court), to claim compensation and/or to withhold payment.

2.4. No FSR employee, representative or agent, including contractors or subcontractors engaged by FSR, is liable vis-à-vis FSR's customer for losses, damage or delays in the execution of an assignment and/or agreement to which these general terms and conditions apply. Without prejudice to the foregoing, any limitation, exclusion and/or exemption from liability of whatever nature, which applies to FSR or which FSR is entitled to under these general terms and conditions, also applies to employees, representatives or agencies of FSR.

2.5. The customer is liable vis-à-vis FSR and undertakes to indemnify FSR against all damage and/or costs suffered and/or otherwise incurred by FSR as a result of any shortcoming in the fulfilment of the (contractual) obligations and/or any error or negligence on the part of the customer, its employees, representatives, appointees and/or other persons. The customer further undertakes to fully indemnify FSR against third-party claims against FSR of whatever nature that are directly or indirectly related to an assignment and/or agreement to which these general terms and conditions apply. A third party is taken to mean any person (natural person or legal entity) other than the customer.

2.6. Upon completion of an assignment, the customer is obliged to thoroughly inspect the assignment, work, services and/or goods carried out and/or delivered by FSR. In the absence of any complaints or reservations by the customer no later than upon completion of the assignment, any visible defects in the work, services and/or goods, as well as any (visible) non-conformities are deemed accepted and the customer can no longer rely on such visible defects and/or non-conformities thereafter.

Indemnification on account of hidden defects of the assignment, work, services and/or goods carried out and/or delivered by FSR is only due by FSR to the extent determined below and under the conditions set out below. Hidden defects must be reported to FSR by e-mail or registered letter within 48 hours of their discovery; any legal action to secure indemnification on account of hidden defects can only be brought within 3 months of completing the relevant assignment

(based on the execution/delivery of the relevant work and/or the relevant services and/or goods); the aforesaid periods are expiry periods that cannot be suspended on account of any negotiations between the parties aimed at settling the dispute amicably. FSR's obligation to indemnify on account of hidden defects strictly and solely consists of the replacement of the defective goods, free of charge. Consequently, any indemnification owed on account of defective goods, services or work at all times excludes dismantling the defective goods, dispatch and transport costs of the defective and/or new goods, installing these new goods and any additional, direct or indirect costs incurred by the customer or third parties (for example, losses due to delays in the customer's production process, delay of a ship etc.).

As for goods delivered by FSR, any additional indemnification on account of hidden defects applies only to new goods ex-factory of the manufacturer/structural engineer; any indemnification owed by FSR will never exceed the warranty (obligations) of the manufacturer/structural engineer. Any defects with regard to the work, services and/or goods carried out/delivered by FSR never release the customer from its payment obligation.

2.7. FSR's liability for consequential damage or loss is excluded. In any case, FSR's liability will not exceed:

- the price of the assignment, work, services and/or goods carried out/delivered with regard to which the liability of FSR is raised and/or
- the amount for which the (liability) insurer of FSR provides cover/security.

2.8. Any legal action against FSR must be brought within a period of 6 months of completing the assignment (based on the execution/delivery of the work, services and/or goods), unless a shorter period is prescribed by law or elsewhere in the present general terms and conditions, in which case this shorter period must be observed.

### Article 3.Price

The price to be paid is stated on the invoice; the price is exclusive of VAT. Any increase in the VAT rate during the period between the time that the order is placed and the execution is payable by the customer. The assignments are invoiced at the prices and conditions in force at the time of acceptance of the assignment. Any additional

services, such as additional work and/or the delivery of additional goods, will be invoiced separately.

#### Article 4. Execution

4.1. All assignments, work, services and goods are carried out and/or delivered according to the instructions of the customer, who is obliged to follow up the execution and delivery at its own expense and responsibility. The customer is obliged to provide all information deemed relevant by FSR with regard to its intervention, immediately on FSR's request. Prior to the intervention of FSR, the customer will voluntarily inform FSR of the nature, location and handling instructions for the cargo of a ship or the goods present at the yard, as well as of all information deemed relevant by the customer with regard to FSR's intervention. The customer is exclusively liable for all damage or loss resulting from failure to communicate this information or from providing FSR with false, incomplete or incorrect information.

FSR reserves the right to engage third parties for the execution and/or delivery.

FSR reserves the right to suspend execution and/or delivery if not all requested information has been provided, if any agreed advance has not been paid or in the event of force majeure.

FSR reserves the right to suspend the fulfilment of its obligations in the event of circumstances that were not known or expected upon conclusion of the agreement and that are beyond FSR's control.

The customer will allow FSR to carry out and/or deliver the assignment, work, services and/or goods without impediments. He must prepare the object to which the assignment relates in time and in full in order not to impede the execution and/or delivery.

During the execution and/or delivery of the assignment, work, services and/or goods by FSR and/or third parties engaged by FSR, the customer is not entitled to carry out works in the yard itself, with the exception of routine work.

4.2. Termination of the assignment (as a result of delivery of the work, services and/or goods) implies acceptance by the customer of these goods and/or services and/or this work.

4.3. FSR never assumes responsibility for guarding the ship or its cargo or for guarding the yard.

4.4. FSR reserves the right to either accept or refuse the execution and/or delivery of additional works and/or additional goods.

4.5. The customer is responsible for goods, tools, etc. of FSR which, for whatever reason, were left on the ship or in the yard, without the customer acquiring the ownership rights thereof.

4.6. FSR is not liable for the damage or loss resulting from the use of cranes, machines, catwalks and other equipment from the customer or third parties used in the execution and/or delivery of the assignment, work, services and/or goods; in the event of work carried out with the assistance of a crane operator engaged by the customer, the relevant crane operator never works under the management or supervision of FSR.

4.7. Inspections of work carried out/delivered, services and/or goods delivered, ship's equipment (bridges, lifeboats, etc.) and cranes are carried out on the sole responsibility of the customer, who thus bears the risk in this respect.

4.8. FSR does not accept any liability for damage or loss resulting from work carried out only preliminary (for example, preliminary repairs, etc.).

4.9. Docking conditions and other provisions

4.9.1. Conditions

Depth marks must be clearly legible and correct.

The ship must be free of ballast, unless otherwise agreed.

All specified ship dimensions must be correct.

FSR must have received the docking plan at least 48 hours before the start of docking.

FSR is not responsible for deviations from the data obtained/docking plan.

A detailed list of the work to be carried out and/or to be delivered is provided by the customer to FSR before docking can commence.

4.9.2. Docking in and out

Docking operations must always be performed before noon.

Docking operations will be suspended in conditions exceeding wind force 6.

The ship's crew must at all times provide assistance during docking and launching.

Propulsion of the main engines or bow thrusters are prohibited in the dock, unless requested by the dockmaster.

#### 4.9.3. Safety and the environment

The ship must be free of gas and harmful substances.

Anchors should be in the hawsepipe and secured.

The CO<sub>2</sub> system should be switched off during welding operations.

All moving parts of the ship such as screws, rudders, etc. that need to be worked on must be secured.

Antennas must be in a horizontal position during crane work.

Work to be carried out by third parties or the crew is subject to FSR having been informed thereof and subject to FSR having given its permission for such work.

Under ISPS regulations, any person wishing to access the sites must be registered 24 hours in advance.

Whilst the ship is in the dock, no goods or ballast may be added, removed or moved that can change the stability of the ship.

If sanitary waste from the ship cannot be stored in the ship's on-board tank, the use of this system is prohibited in the dock.

#### Article 5. The Environment – Safety – Yard regulations

The customer is obliged to comply with local environmental legislation.

Before executing and/or delivering the work, services and/or goods, the customer is obliged to notify FSR of the presence of any hazardous substances such as but not limited to asbestos and chemical or radioactive waste and of the measures taken in this regard.

The customer must fully cooperate in the investigation of the yard with regard to the safety of working conditions. In case of doubt, FSR is entitled to suspend or terminate the execution and/or delivery or to take measures to improve the working conditions.

Without prejudice to the provisions of Article 2.5., the customer is liable for any shortcoming, negligence and error on its part with regard to the obligations set out in this article. The customer furthermore undertakes to indemnify FSR against any claim that could be brought against FSR and which is the result of the customer's shortcoming, negligence or error on its part with regard to the obligations set out in this article.

### Article 6. Force majeure

By operation of law and without any obligation to notify on the part of FSR, force majeure will result in FSR being released from any liability towards the customer and third parties.

The following are accepted as force majeure on the part of FSR: delays in the delivery of goods and/or services or the execution of the work, war, rebellion, riots, sabotage, fire, explosion, theft, flooding, bad weather, staff shortage, strike, lock-out, illness, defects in the packaging of goods, fuel shortage, electricity and gas shortage, shortage of equipment and materials required for the execution of the assignment, shortage of work space in the dry dock. The above list is not exhaustive.

### Article 7. Payment

Full payment is due to FSR the moment FSR has carried out and/or delivered the assignment, work, services and/or goods, unless the parties have agreed on another time.

The customer agrees that the invoices for services and/or goods delivered are sent by e-mail. The customer is at all times responsible for providing FSR with the correct and current e-mail address to which the invoices must be sent. The customer is responsible and liable in case the invoices do not reach the customer by e-mail due to a technical failure of the customer's e-mail system, spam filters or full mailboxes. Therefore, if an invoice has been sent by e-mail, this invoice is deemed to have been received by the customer. FSR is at all times entitled to demand advance payments, to be paid within the terms to be set in that instance.

Payment must be made in cash, at FSR's registered office. Unless otherwise agreed between the parties, payment must be made in Euros. Without prejudice to any deviating arrangements included elsewhere in these general terms and conditions, objections against invoices sent by FSR are valid only if submitted within an expiry period of 8 days after the invoice date. This objection must be accurate and submitted to FSR by registered letter, supported by reasons.

In the event of non-payment (or late payment), in whole or in part, the price will be increased by operation of law and without a notice of default being required, with default interest of 12% per year, counting from the payment due date. The default interest is payable at the beginning of each new month. In addition, the price will be increased by a fee of 10% of this price (subject to a minimum of 250 Euros) to cover the costs incurred by FSR in this regard, such as collection costs and administration costs. Non-payment, in whole or in part, on the due date of one of the sums owed by the customer on account of goods and/or services delivered and/or work carried, will cause the balance all other sums, due or otherwise, to become immediately due and payable, by operation of law and without a notice of default being required. Under no circumstances is the customer entitled to invoke exception of unfulfilled contract in order to withhold payment (in whole or in part).

Notwithstanding the aforesaid provisions regarding interest and the penalty clause, FSR, without issuing a warning notice, but with a mere notification to the customer, has the right to dissolve the agreement at the expense of the customer, in whole or in part, or to take other measures that it deems appropriate, without prejudice to its rights to indemnification, payment and/or compensation and without any liability on the part of FSR, in one of the following cases, in which each amount owed to FSR becomes immediately due and payable as well:

- a) if the customer has not fulfilled its payment obligation or any other obligation towards FSR (or failed to do so in time);
- b) if the customer has been declared insolvent;
- c) if the customer has filed an application for a composition;
- d) if the customer is liquidated or has been proven unable to pay;
- e) if FSR's confidence in the customer's creditworthiness is lost as a result of court actions against the customer and/or other demonstrable events that call into question and/or destroy confidence in the proper fulfilment of the customer's obligations;
- f) when the (working) conditions on the ship or yard either endanger FSR's employees, agents, contractors, etc. or render FSR's performance impossible.

Such dissolution never gives the customer any right to compensation from FSR.

### Article 8. Guarantees

The customer is obliged to communicate all relevant information to FSR regarding its solvency, whenever FSR requests it and, if this solvency is under threat, of its own accord. FSR is at all times entitled to require the customer to provide adequate guarantees and/or other securities with regard to the fulfilment of its obligations towards FSR. Without prejudice to its right to dissolve the agreement, FSR is entitled to suspend further execution of the agreement until the required security has been provided.

### Article 8. Retention of title

The goods delivered by FSR remain the full property of FSR until full payment of the price, interest and costs. Retention of title extends to goods in or with regard to which the goods delivered under retention of title have been processed, incorporated or converted. The risk with regard to these goods nevertheless transfers to the customer as soon as these goods have been delivered on the quay or yard, or at any other agreed address. Henceforth, the customer is responsible for these goods, ergo liable for loss, damage, etc. of these goods, regardless of the cause of the loss or damage.

### Article 10. Disputes and applicable law

10.1. The agreement is governed by Belgian law.

10.2. In the event of a dispute, only the courts in the district where FSR has its registered office will be competent.

### Article 8. Voidness

If one or more provisions of these general terms and conditions are void, it does not in any way render the other provision invalid.