

GENERAL PURCHASE CONDITIONS OF CORNELIS VROLIJK HOLDING B.V.

version August 2022

Article 1: Definitions

“Cornelis Vrolijk”	The private limited company Cornelis Vrolijk Holding B.V. and/or affiliated companies and its shipping entities.
“Contractor”	Every natural or legal person from whom Cornelis Vrolijk orders Goods and/or Services and/or with whom it negotiates the Order of Goods and/or Services, including (co-)suppliers and contractors.
“Order”	The Order from Cornelis Vrolijk to Contractor for the delivery of Goods and/or the provision of Services.
“Goods”	All goods delivered or to be delivered to Cornelis Vrolijk in execution of an Order, irrespective of whether the Order exclusively includes the delivery of those goods or (also) the provision of Services.
“Services”	Performances required by Cornelis Vrolijk from Contractor under an Order insofar as it does not consist of the delivery of Goods.
“Specification”	The detailed description of the Goods and/or Services to be delivered by Contractor as included in the Order.
“Agreement”	The Agreement between Cornelis Vrolijk and Contractor relating to the Order.
“Worker”	Any person put to work by Contractor or a third party, including employees of Contractor or external workers hired by Contractor, self-employed persons without personnel deployed by Contractor or other third parties.
“Payroll Taxes”	The wage tax, national insurance contributions, employee insurance contributions and income-related healthcare insurance contributions together.

Article 2: Applicability of these General Purchasing Conditions

- 2.1 These General Purchasing Conditions apply to all requests, offers and Agreements where Cornelis Vrolijk acts as the purchaser of Goods and/or Services.
- 2.2 The applicability of Contractor’s general terms and conditions is explicitly rejected.
- 2.3 Deviations from or changes to these General Purchasing Conditions, or to any Agreement to which these conditions apply, will only be valid if they are explicitly accepted in writing by Cornelis Vrolijk.
- 2.4 If one or more of these General Purchasing Conditions are null and void or are annulled, the remaining conditions will remain in force.

Article 3: Conclusion of an Agreement

- 3.1 Offers from Contractor have a validity of at least one month, unless agreed otherwise.
- 3.2 Agreements are deemed to have been concluded after confirmation by Cornelis Vrolijk.
- 3.3 The information and data provided by Cornelis Vrolijk at the

time of the request or Agreement are only indicative and should at all times be checked for correctness and completeness by Contractor. Contractor cannot derive any rights from any imperfections.

- 3.4 By accepting the Order of Cornelis Vrolijk, also verbally, and starting with the execution thereof, Contractor acknowledges the applicability of these General Purchasing Conditions.

Article 4: Obligations of Contractor

- 4.1 Contractor is deemed to have a full understanding and complete knowledge of the nature of the Goods to be delivered, the Services to be performed and the scope of all (additional) work related to the execution of the Agreement and of all conditions, laws and regulations applicable thereto. Contractor is furthermore expected to be familiar with all relevant regulations and recommendations issued by classification societies, national and (insofar as applicable) international and foreign authorities, and, where applicable, with the standards and customs prevailing in the trade and shipping industry.
- 4.2 Contractor guarantees that the performance to be delivered by it complies with the provisions of the application and the Agreement, with national statutory rules and regulations and all applicable international and EU rules and regulations, including ship classification and flag state regulations, and with the requirements and standards applicable within the trade and shipping industry regarding health, (food) safety, environment and quality, including being in possession of an IHM certification, which is also free from defects.
- 4.3 Contractor further guarantees that the Goods to be delivered will be new, unused, of excellent quality and free from design, production and material faults and other defects, and that in case of the performance of Services, these will be free from design faults and will be performed by qualified, competent personnel, and that these Goods and Services will be suitable for the purpose for which they are intended under the application and the Agreement.
- 4.4 Contractor will, at its own risk and expense, ensure timely acquisition of the permissions, permits and licenses required for the execution of the Agreement and compliance with the conditions set forth therein. Failure to obtain permissions, permits or licences and/or failure to comply with the conditions laid down therein will never justify a plea of force majeure.
- 4.5 Contractor will ensure that all persons used directly or indirectly by it in the fulfilment of its obligations under the Agreement have the professional competence required to properly fulfil the obligations arising from the Agreement.

Article 5: Delivery time

- 5.1 Contractor will strictly fulfil all its obligations under the Agreement. The delivery of the Goods and the delivery of the Services will take place at the agreed location and on the agreed



delivery date or within the agreed period. All delivery dates or periods agreed between Cornelis Vrolijk and Contractor will always be regarded as deadlines.

- 5.2 As soon as Contractor knows or should know that it will not be able to fulfil the Agreement on time or correctly, it will inform Cornelis Vrolijk in writing within 24 hours, stating the reasons.
- 5.3 If Cornelis Vrolijk requests Contractor to postpone the delivery, Contractor will store, secure and insure the Goods properly packed and recognisably intended for Cornelis Vrolijk. Cornelis Vrolijk will then agree on reasonable compensation with Contractor.

Article 6: Delivery

- 6.1 Contractor waives the right with respect to Cornelis Vrolijk to invoke the suspension of any of its obligations arising from the Agreement, the right to invoke any right of retention it may have and the right to set off any claim it may have against Cornelis Vrolijk against any debt it may have to Cornelis Vrolijk for whatever reason.
- 6.2 Unless otherwise agreed, the delivery of Goods by Contractor takes place under the condition of Delivery Duty Paid according to the latest edition of the Incoterms. Contractor will ensure payment of the costs incurred of transport, payment of import duties, taxes and other levies as well as the risk of damage. The Goods to be delivered are at the risk of Contractor until their delivery at the agreed place. The ownership of the Goods concerned passes to Cornelis Vrolijk at the moment of delivery.
- 6.3 Contractor will pack the delivered Goods diligently, soundly and in an environmentally friendly manner, in accordance with applicable laws and regulations, in the absence of which Cornelis Vrolijk is entitled to return the delivered Goods and packaging to Contractor at the latter's risk and expense.
- 6.4 Contractor will provide all documentation belonging to the scope of delivery, such as, but not limited to, manuals, instructions for use, models, drawings and calculations, and all applicable certificates, to Cornelis Vrolijk no later than at the time of delivery or completion, respectively, to ensure that these are issued by the appropriate (government) bodies (including classification societies). All certificates will be final, free of remarks and restrictions.
- 6.5 Contractor is only authorised to make partial deliveries and to provide Services in parts if this has been explicitly agreed with Cornelis Vrolijk.
- 6.6 Insofar as the performance to be provided by Contractor concerns service work, Contractor will be immediately available in the event of calamities seven (7) days per week and twenty-four (24) hours per day.

Article 7: Damage or loss by or during transport

Contractor will repair or replace free of charge any goods which are damaged or lost in transit when Cornelis Vrolijk notifies Contractor in writing or verbally within a reasonable period of time.

Article 8: Access and safety

- 8.1 All persons who are on the premises, buildings and/or ships of Cornelis Vrolijk on behalf of Contractor will closely comply with the onsite rules, safety regulations, permits, formalities and instructions of Cornelis Vrolijk representatives, and act accordingly.
- 8.2 All persons engaged by Contractor enter the grounds, buildings and/or ships of Cornelis Vrolijk at their own risk. Contractor shall ensure that all persons engaged by Contractor at the time of

execution of the work comply with the applicable safety regulations of Cornelis Vrolijk.

- 8.3 Contractor is liable for, and will indemnify Cornelis Vrolijk against, all claims, demands, etc., of all subcontractors, suppliers and other persons engaged by Contractor directly or indirectly in fulfilling its obligations under the Agreement in connection with the presence of these persons on the grounds, buildings and/or ships of Cornelis Vrolijk, and Contractor will compensate Cornelis Vrolijk for all damage Cornelis Vrolijk may suffer, except in the case of a deliberate act or gross negligence on the part of Cornelis Vrolijk.

Article 9: Inspection and testing

- 9.1 Cornelis Vrolijk is entitled at all times to inspect or test the Goods and Services to be supplied under the Agreement and all (additional) activities of Contractor, irrespective of where the Goods are located and wherever the Services and/or (additional) activities are being performed. Contractor will give Cornelis Vrolijk and the persons appointed by Cornelis Vrolijk for this purpose access to every place where the Goods are located and where the Services and/or (additional) activities are carried out.
- 9.2 The inspection or tests performed by Cornelis Vrolijk as referred to in this article, does not release Contractor from its guarantee obligation referred to in Article 12 or any other obligation towards Cornelis Vrolijk included in this Agreement.

Article 10: Price and payment

- 10.1 Prices and rates are fixed for the term of the Agreement unless otherwise agreed in writing, are stated in Euro or US Dollar amounts, are exclusive of VAT but inclusive of other taxes and/or levies and/or costs.
- 10.2 Invoices of Contractor will meet the applicable statutory requirements and the requirements arising from these General Purchasing Conditions. Invoices from Contractor will be sufficiently detailed and contain at least a description of the work, the place of execution and the period in which the work was carried out, as well as a registration, signed by an authorised employee of Cornelis Vrolijk, of the persons who were hired or who were involved in carrying out the work and of the days and hours during which these persons carried out work during the period or periods in which the invoiced performance was carried out. All invoices will always be drawn up in such a way that it is clear from them what part of the invoiced amounts relates to the wage bill and what part relates to other costs. In the case of the supply of goods, a packing slip signed for approval by or on behalf of Cornelis Vrolijk will always be appended to the invoice.
- 10.3 Invoices that meet the requirements set by Cornelis Vrolijk and about which it is certain that the corresponding performance has been provided, will be paid thirty (30) days after receipt by Cornelis Vrolijk.
- 10.4 Cornelis Vrolijk has the right to transfer the part of each invoice which it determines to be the amount for which it is liable according to the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act or other laws and/or regulations to Contractor's G account. Every payment of any amount by Cornelis Vrolijk into Contractor's G account serves to discharge the relevant part of the invoiced amount. If and for so long as Contractor has not informed Cornelis Vrolijk in writing that a G account has been opened, stating the account number, Cornelis Vrolijk will be entitled to withhold the portion of any amount owing to the G account and to invoke the suspension of its payment obligation, without being required to issue any warning, notice of default or summons to Contractor.
- 10.5 If an invoice does not meet the requirements set in Article 10.2 of



- these General Purchasing Conditions, Cornelis Vrolijk has the right to return the invoice and is only obliged to pay the amount stated on the invoice after it has received a new invoice that meets the requirements, whereby payment will be made within the term of payment applicable to the revised invoice.
- 10.6 Insofar as the performance to be delivered is to or for the benefit of a ship, Contractor will invoice with due observance of the zero rate of VAT and state the following on the invoice: The delivery / service has been performed to or for the benefit of [enter: name of ship]. This concerns a seagoing vessel to which the zero rate of VAT applies.
- 10.7 If Contractor fails to fulfil any of the obligations arising for it from the Agreement, or if Cornelis Vrolijk has reason to fear that this will be the case, Cornelis Vrolijk will be entitled to suspend fulfilment of its obligations, and this right to suspend payment will also apply to the obligation to pay all sums already invoiced to it, even if the payment term has already expired. If Cornelis Vrolijk's right to suspend payments ends because Contractor has fulfilled its obligations, the term of payment will start anew. Notwithstanding the above, Cornelis Vrolijk has the right at all times to require Contractor to provide satisfactory security for the fulfilment of its obligations in the form of a guarantee issued by a bank of good standing in the Netherlands.

Article 11: Additional work

- 11.1 Additional work and corresponding additional costs will be properly specified and agreed upon between Contractor and Cornelis Vrolijk prior to the execution thereof, based on an open book calculation, failing which Cornelis Vrolijk will not owe any payments for additional work or additional costs, regardless of whether the work has already been carried out.
- 11.2 If Cornelis Vrolijk cannot reach agreement on the additional work it has requested, Cornelis Vrolijk has the right to instruct Contractor to carry out the additional work in accordance with its request. Such dispute regarding the consequences of this additional work will be settled in accordance with the provisions of Article 18 of these General Purchasing Conditions.

Article 12: Guarantee on goods and services provided

- 12.1 For a period of at least twelve (12) months, or so much longer as expressly agreed, after the Services and/or Goods to be delivered in accordance with the Agreement have been completely provided, or after a detected defect has been repaired, Contractor will, at the first request of Cornelis Vrolijk, immediately repair defects in the delivered Services and/or Goods free of charge, unless the defect has arisen through improper use by Cornelis Vrolijk, to be proven by Contractor, or through normal wear and tear.
- 12.2 Cornelis Vrolijk is not obliged to examine the Services and/or Goods to be provided pursuant to the Agreement before, at or after delivery. Cornelis Vrolijk will inform Contractor of any defects within two (2) months of becoming aware thereof. The defects concerned will then be remedied in accordance with the provisions of Article 12.1 of these General Purchasing Conditions.
- 12.3 The guarantee period for goods will be automatically extended by a period equal to the period during which the goods were not ready for use and/or services were not provided properly.
- 12.4 All costs for fulfilling Contractor's guarantee obligations, as referred to in this article, are at the expense of Contractor. This also includes the extra costs incurred by Cornelis Vrolijk as a result of Contractor not fulfilling its guarantee obligations.
- 12.5 Return of the replaced Goods or parts by Cornelis Vrolijk or its client only takes place at the explicit request of Contractor, at the risk and expense of Contractor. Cornelis Vrolijk will make every

effort to ensure that such a request is fulfilled.

- 12.6 The provisions of this article do not affect the other rights of Cornelis Vrolijk under the Agreement and/or the law. This article does not therefore serve to limit the liability of Contractor.

Article 13: Liability of Contractor and termination

- 13.1 If Contractor fails to fulfil any of its obligations under the Agreement it will, without any notice of default being required, be deemed to be in default towards Cornelis Vrolijk, whereby Cornelis Vrolijk will be entitled to suspend the fulfilment of its obligations under the Agreement, without being obliged to issue any (written) warning, notice of default or demand to Contractor and to terminate the Agreement without the need for any notice of default, all without prejudicing the other rights of Cornelis Vrolijk under the Agreement and/or the law.
- 13.2 Contractor indemnifies Cornelis Vrolijk against all claims of third parties that are in any way connected with or result from the Order placed and/or the work carried out for Cornelis Vrolijk.
- 13.3 Contractor will take out insurance at its own expense against the risks of contractual and extra-contractual liability. Contractor will take out liability insurance which covers its liability in this respect up to an amount of at least €2,500,000 per claim (with no maximum per year), whereby (i) Cornelis Vrolijk will be registered as co-insured on the policy and (ii) recourse against Cornelis Vrolijk will be excluded. Contractor will maintain this insurance as long as it has not fulfilled all of its obligations arising from the Agreement and will always fulfil all obligations arising from it towards insurers in a timely manner. At the first written request of Cornelis Vrolijk, Contractor will provide Cornelis Vrolijk with a copy of the policy and proof of payment showing that the premiums due have always been paid on time.
- 13.4 Cornelis Vrolijk is not liable for damage suffered by Contractor as a result of the non-fulfilment of its obligations under or in connection with the Agreement by Cornelis Vrolijk, unless there is intent or deliberate recklessness on the part of Cornelis Vrolijk.
- 13.5 If Contractor applies for suspension of payments or is declared bankrupt (whether at its own request or not), the law on debt restructuring of natural persons is declared applicable to it, Contractor ceases its enterprise, Contractor is dissolved, the control over Contractor changes or if an attachment is levied on Contractor and this attachment is not lifted within four (4) weeks, it will, without any notice of default being required, be in default towards Cornelis Vrolijk.

Article 14: Intellectual property

- 14.1 All intellectual property rights that arise in connection with the execution of the Agreement by Contractor belong to Cornelis Vrolijk. At the first request of Cornelis Vrolijk, Contractor will do everything that is necessary to acquire these rights and to have them registered in the name of Cornelis Vrolijk, insofar as they are not acquired in its name. All costs that must be made to obtain the intellectual property rights and to have them registered in the name of Cornelis Vrolijk will be borne by Cornelis Vrolijk.
- 14.2 Cornelis Vrolijk also obtains an irrevocable, unconditional licence to use the drawings, illustrations, calculations, recommendations, computer software, models or other software related products provided by Contractor for their intended use. Contractor will immediately provide Cornelis Vrolijk with all drawings, certificates, manuals, software related products and all other documentation related to the Agreement in the original format in which they were made and in PDF format.
- 14.3 Contractor guarantees Cornelis Vrolijk that the performance to be provided pursuant to the Agreement does not in any way



breach the rights of third parties, such as, but not limited to, intellectual property rights or rights regarding know-how, regardless of whether these rights have been registered. Contractor will indemnify Cornelis Vrolijk against third parties claims as referred to in this article and will compensate Cornelis Vrolijk if any third party were to bring such a claim against Cornelis Vrolijk, including all costs of legal assistance and all other costs incurred by Cornelis Vrolijk in defending itself against such claims.

Article 15: Subcontracting and indemnification

15.1 Contractor is only entitled to have any part of the Agreement performed by third parties or to make use of hired workers after prior written approval by Cornelis Vrolijk. Third parties in this context do not mean an enterprise which belongs to the same group of enterprises as Contractor is part of and for which that group acts as guarantor. Contractor remains fully liable and responsible with respect to the Goods and/or Services to be supplied by third parties in connection with the Order for Cornelis Vrolijk.

15.2 Contractor will:

- a) comply with the Foreign Nationals (Employment) Act, the Aliens Act, the Assessment of Employment Relationships (Deregulation) Act, the Posted Workers in the European Union (Working Conditions) Act;
- b) the agreements with Workers, in writing;
- c) if requested, provide Cornelis Vrolijk and/or competent authorities with access to the agreements with Workers and cooperate in checks, audits or wage validations
- d) appoint a contact who is available to Cornelis Vrolijk and to answer questions of the competent authorities concerning the transnational provision of services within the meaning of the Posted Workers in the European Union (Working Conditions) Act;
- e) agree with its contractors on the obligations set out in this article and stipulate that its contractors include these provisions in all agreements with their contractors;
- f) have a recent extract of its registration in the Trade Register of the Chamber of Commerce and, if Article 34 (Recipients' liability) or 35 (Vicarious tax liability) of the Collection of State Taxes Act 1990 applies, the original G account agreement. Contractor will provide a copy of these documents to Cornelis Vrolijk before commencement of the work;
- g) before commencement of the work in accordance with the Agreement and in the event of changes to the data during the term of the Agreement, to the extent required and permitted by law, the data as referred to in the Liability of Recipients, Subcontractors and Clients 2004 Implementing Regulations, including (but not limited to) the name, address and place of residence, date and place of birth and citizen service number, as well as a copy of a document as referred to in Section 1 Compulsory Identification Act, work permit, residence permit, A1 certificate and professional skills certificate of all Workers who are employed by Cornelis Vrolijk or a third party;
- h) before commencement of the work, indicate which collective labour agreement applies and, at Cornelis Vrolijk his request, provide the pay slips for inspection, as well as comply with the relevant applicable collective labour agreement;
- i) strictly comply with all its obligations towards the

Workers;

- j) at the request of Cornelis Vrolijk and at least once every quarter on its own initiative, provide an original statement regarding its payment record with the Tax and Customs Authorities, as referred to in the legislation and guidelines adopted within the context of hirer's liability and vicarious liability;
- k) maintain payroll administration in accordance with the prevailing Wages and Salaries Tax Act 1964, the Collection of State Taxes Act 1990, the Healthcare Insurance Act and the Social Insurance (Funding) Act
- l) if a Worker qualifies as a self-employed person without personnel, conclude an agreement with this self-employed person without personnel in accordance with a model agreement approved by the Tax Authorities. Contractor is responsible for ensuring that the self-employed person without personnel performs the work in accordance with that agreement;
- m) provide Cornelis Vrolijk with any relevant quality mark or certificate, such as an SNA quality mark, before commencement of the work in accordance with the Agreement.

15.3 Contractor indemnifies Cornelis Vrolijk against any fines and/or penalties imposed on Cornelis Vrolijk and/or third parties as a result of acts and/or omissions of Contractor and/or subsequent contractors in violation of the Foreign Nationals (Employment) Act, the Aliens Act and the Placement of Personnel by Intermediaries Act.

15.4 Contractor indemnifies Cornelis Vrolijk against all possible claims by the tax authorities and/or the employee insurance agency in connection with Payroll Taxes and turnover tax payable by Contractor and/or subsequent contractors.

15.5 Contractor indemnifies Cornelis Vrolijk against claims from Employees of Contractor arising from the applicable tax and social insurance legislation and/or collective labour agreement and fines in connection with non-compliance with the applicable tax and social insurance legislation and/or collective labour agreement, including claims from Workers in the context of the Labour Market Fraud (Bogus Schemes) Act.

15.6 Contractor fully and unconditionally indemnifies Cornelis Vrolijk against claims by third parties for the compensation of damages in connection with the Contractor's failure to fulfil his obligations or a wrongful act on the part of Contractor and claims from temporary employees or personnel of Contractor.

15.7 Contractor will provide Cornelis Vrolijk, on first request, before and/or after the start of the performance of the Agreement, with the name and address of the employee insurance agency with which Contractor is registered, the membership number under which Contractor is registered with the employee insurance agency (as evidenced by a valid certificate of registration) as well as its tax withholding number.

15.8 Cornelis Vrolijk is entitled to suspend the fulfilment of every obligation towards Contractor, for whatever reason, in the event that Cornelis Vrolijk has wellfounded reasons to believe that Contractor is not fulfilling or has not fulfilled its obligations as mentioned in the applicable tax and social insurance legislation and/or the collective labour agreement. Cornelis Vrolijk is entitled at all times to set off its debt to Contractor against its contribution claim on Contractor as referred to in Section 56 Collection of State Taxes Act 1990, irrespective of whether this recourse action is payable or subject to immediate set-off.

15.9 With regard to agreements in which Cornelis Vrolijk is jointly and severally liable for the payment of social security contributions and wage tax, Cornelis Vrolijk will be entitled to withhold the relevant amounts from the agreed price and to pay them directly to the social employee insurance agency or the Tax and Customs authority, or to pay them into Contractor's G account.



Article 16: Confidentiality

- 16.1 Contractor will keep all confidential information of Cornelis Vrolijk of which it becomes aware in whatever manner (i) confidential, (ii) use it only if and insofar as is necessary to make an offer, make a bid, or fulfil the obligations arising for it from the Agreement and (iii) disclose confidential information only to its contractors, subcontractors and workers engaged for the purpose of execution of the Agreement only if and to the extent necessary to give a quotation, make an offer, or fulfil its obligations under the Agreement and after they have undertaken to keep such confidential information confidential and to make use thereof only under the same conditions as are imposed on Contractor with respect to such use under this article.
- 16.2 Contractor guarantees Cornelis Vrolijk that its suppliers, subcontractors and workers used for the execution of the Agreement, as mentioned in Article 16.1 of these General Purchasing Conditions, will fulfil these obligations. A breach of any confidentiality obligations incumbent on these persons is deemed to be a shortcoming on the part of Contractor, and Contractor will compensate Cornelis Vrolijk for any damage that it may suffer.
- 16.3 Confidential information of Cornelis Vrolijk within the meaning of Article 16.1 of these General Purchasing Conditions is understood to imply all information concerning Cornelis Vrolijk and/or its business and/or any of its affiliated businesses and/or the business of any of these companies, and/or other information connected to relations of Cornelis Vrolijk, ship-related information and all (other) information which by its nature is confidential, insofar as the information (i) was not already known by Contractor, (ii) was not already in the public domain, or (iii) came into its

possession via a third party who is not obliged to maintain confidentiality.

- 16.4 If any obligation concerning confidentiality as described in this article is not complied with, Contractor will owe Cornelis Vrolijk, without the need for a notice of default, an immediately claimable penalty of €100,000 for each non-compliance, to be increased by €1,000 for each day that the non-compliance continues, without prejudice to the right of Cornelis Vrolijk to claim full compensation for damage insofar as the damage exceeds the amount of the penalties owed.

Article 17: Versions

This is an English translation of the Dutch version of the General Purchasing Conditions. In the event of disputes of any nature concerning the interpretation of these General Purchasing Conditions, the Dutch version of the General Purchasing Conditions prevails.

Article 18: Applicable law and competent court

- 18.1 Dutch law applies to the Agreement and these General Purchasing Conditions. Applicability of the Vienna Sales Convention is explicitly excluded.
- 18.2 All disputes (including those which are considered as such by only one of the parties) which may arise between Contractor and Cornelis Vrolijk as a result of this Agreement or any agreements resulting therefrom will be settled by the competent court in Rotterdam.

