

# TERMS & CONDITIONS

## SEATRADE.



**GENERAL TERMS AND CONDITIONS** These General Terms and Conditions are applicable to the purchase orders, service orders and the rendering of services where Seatrade Groningen B.V., Seatrade Shipmanagement B.V., and Seatank Management B.V., all of Leonard Springerlaan 17, 9727 KB Groningen, the Netherlands, acting as vessel managers and agents for and on behalf of the vessel owners.

### 1. GENERAL 1. General

1.1 Seatrade Groningen B.V., Seatrade Shipmanagement B.V. and Seatank Management B.V., hereinafter further referred to as 'Seatrade', is acting in its capacity as agents ('onmiddelijk vertegenwoordiger') for and on behalf of the Master and / or the Owners of the vessel(s) indicated in the purchase- and/or service order. Proof of the agency relationship can be sent upon request. All relevant information, documents, orders etc. will be submitted on behalf of the Master and/or Owners of the indicated motor vessels.

1.2 These general conditions apply to all offers and all orders with respect to the purchase of goods (in these conditions, goods to be understood to also include software) by Seatrade and any rendering of services connected therewith by a Supplier (hereinafter further referred to as 'Supplier') to Seatrade's principals, and to all pertinent agreements with Seatrade, where parties have already agreed on the inclusion of these general terms and conditions. In this agreement the term 'service' is understood to include all of the Supplier's activities in connection with the safe supply and delivery of goods and rendering of services on a worldwide basis, including insurance.

1.3 The applicability of conditions of the Supplier is hereby expressly excluded. Special terms and conditions shall only be applicable if agreed upon by Seatrade in writing.

1.4 The Master and/or Owners of the vessel(s) indicated in the purchase- and/or service order shall only be bound by and in the manner in which Seatrade has confirmed in writing to the agreement in connection with the purchase order and/or service order and the rendering of services connected therewith.

1.5 Seatrade Groningen B.V., Seatrade Shipmanagement B.V. and Seatank Management B.V. are acting independently, said parties cannot be held jointly and severally liable.

1.6 The United Nations Convention on International Sale of Goods (CISG) shall not apply to purchase orders under these conditions.

1.7 These conditions will also apply in case Seatrade is acting as contracting party and not as agents.

**2. PRICE** 2.1 The price agreed between Seatrade and Supplier excludes V.A.T., but includes all costs, duties and levies, adequate packing, inspections, tests, associated existing certificates and the like. The agreed price is fixed for the duration of the agreement.

2.2 Sale of goods; if the sale of goods is being qualified as a zero-rated intra-community transaction as defined in art.138.1 of the Directive 2006/112/EC, the Supplier shall state the VAT-number as indicated by Seatrade on the invoice and in the respective statement.

2.3 Rendering of services; if the 'reverse rule' as defined in art.194, 196 and/or 199 of the Directive 2006/112/EC applies on the rendering of services, the Supplier shall state the VAT-number as indicated by Seatrade on the invoice.

**3. INSPECTION** 3.1 Seatrade is at all times entitled to inspect or to have inspected, to examine or to have examined and/or test or have tested all goods delivered or to be delivered and all services rendered irrespective of where these goods are located or these services are rendered.

3.2 The inspection, examination, testing, purchase and/or payment by or on behalf of Seatrade does not discharge the Supplier from any obligation and/or liability.

**4. RISK AND TRANSFER OF TITLE** 4.1 Unless agreed to the contrary, the carriage of the Goods and/or services specified in the purchase- and/or service order and services rendered hereto are for the account and risk of the Supplier until completion of delivery as defined in article 5.5. 4.2 The Supplier shall be obliged to take out a transport insurance that insures him adequately against all current risks of transport, irrespective of whether this carriage is effected by air, by rail, by road or via ocean or inland shipping. The Supplier must see to it that the Master and/or Owner of the vessel and Seatrade acting as an agent ('onmiddelijk vertegenwoordiger') are mentioned in the policy as a co-insured. If desired by Seatrade, the policy shall be submitted to it beforehand for inspection and approval. 4.3 In case any payment has been effected on behalf of the Master and/or Owner of the vessel prior to actual delivery, ownership of the goods covered by that payment shall be considered to be transferred to the Master and/or Owner of the vessel at the moment of payment by transfer of possession of the goods in accordance with art.3:115 sub a Dutch civil code ('Burgerlijk Wetboek'). The Supplier is obliged to identify and keep identifiable these goods for the benefit of the Master and/or Owner of the vessel. The Supplier shall serve as holder ('houder') or bailee to the Master and/or the Owner of the vessel in respect of the goods present at the Supplier's premises.

**5. DELIVERY** 5.1 Delivery shall take place 'Delivered At Place' (DAP) as per INCO-terms latest edition (article 2.2 of these general terms and conditions are applicable to deliveries DAP). 5.2 The agreed time and place of delivery of goods and the (completion of) rendering of services is binding. Failure to deliver / complete in time puts the Supplier in default without further written notice. 5.3 The Supplier shall notify Seatrade timely and in a sufficient manner about the new proposed time of delivery c.q. (completion of) rendering of services in case of any threat of or failure to deliver in time. 5.4 Delivery of goods or (completion of) rendering of services in parts, or more than 14 days ahead the agreed time of delivery, requires Seatrade's prior written consent. 5.5 The delivery is regarded to be completed only when the goods contracted for have been delivered and the services connected therewith have been rendered and in accordance with the agreement (delivery DAP) or if otherwise agreed in writing between two parties. 5.6 All relevant documents such as, but not limited to certificates, inspection reports packing lists, instruction books, maintenance instructions, lists of spare parts shall be delivered together with, or prior to, the goods and/or services rendered on the agreed time and place as stated in article 5.2. 5.7 Packing shall be in conformity with (inter) national and governmental regulations and Seatrade's requirements, whether or not specified in the purchase- and/or service order; lacking of which such packing (including goods) may be returned by Seatrade to Supplier at Supplier's risk and costs.

**6. INVOICING** Supplier shall make his invoice to the name of the Master and/or Owners of the motor vessel as mentioned in the purchase- and/or service order

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and shall send the invoice to the address of Seatrade acting in its capacity as agent ('onmiddelijk vertegenwoordiger') for the Master and/or Owners. Supplier shall indicate on the invoice(s), the IMO-number of the Vessel(s), net weight, costs of freight-/insurance of any and agreed term of delivery. Unless agreed in advance and confirmed by Seatrade in writing, penalties, in relation to credit terms will not be accepted.

**7. PAYMENT** Payment by Seatrade on behalf of Master and/or Owners of the vessel will be effected after the date of delivery of the goods and/ or completion of rendering services as specified in the purchase-/service order and within 45 days after the invoice date, or as otherwise agreed between the two parties.

### 8. GUARANTEE

8.1 The Supplier guarantees that all goods delivered and all services rendered under this Contract are of first-class design, construction, execution, material, composition and quality (e.g. wheelmark), in conformity with drawings, other data and the known standards and specifications employed by Seatrade, and that they are suitable for the intended use, are safe and should be in conformity to all international rules and regulations concerning environmental, safety and Asbestos and should eliminate the use of any Asbestos or hazardous chemical elements or compounds, on its own or admixed, in natural state or as produced, used or released, including release as waste, whether or not produced intentionally or placed on the market, related to any activity or treatment, or which result from such work under this Contract. This guarantee shall apply to all goods/ materials supplied and services rendered by the Supplier and, for the avoidance of doubt, by any Sub-contractor(s) or – supplier(s) and the Supplier remains under any circumstances responsible for the used Asbestos or any hazardous chemical element or compound under this Contract by its own personnel, sub-contractors or suppliers.

8.2 Pursuant to the guarantee, the Supplier shall be responsible for repairing defects in materials, equipment and workmanship existing at the time of Delivery and/or completion of the rendered services, provided that notice of complaint in respect of such defects is received in writing by the Supplier within 18 months after delivery of the goods and within 10 months after discovery of the defect(s) or within 12 months after the final day of work for services rendered and within 10 months after discovery of their shortcoming(s) by the Master or the Owner of the Vessel. These terms are going to be considered to be the reasonable deadline as mentioned in art. 7:23 and art 6:89 of the Dutch civil code ('Burgerlijk Wetboek').

8.3 If the defect has led to damage to the vessel or any part thereof, the repair obligation shall extend to repair or renewal of the Vessel's part(s) that have been damaged as a consequence of the defect.

8.4 In cases where the Supplier is liable for defects as provided in this article 8, Seatrade shall, on behalf of the Master and/or Owners of the vessel, be entitled to have the work and the replacements carried out at any yard or workshop, other than the Suppliers', after the Suppliers default or denial and the expiration of an appropriate time limit set, the setting of a time limit is dispensable, if it is unacceptable that the Supplier carries out the work and replacements. The Suppliers' liability in such cases shall solely be to pay directly or reimburse the actual cost incurred for such work and the replacements.

8.5 The Supplier shall guarantee to perform all repairs on the same basis as in this article 8.

8.6 Without prejudice to all rights of Seatrade, the Master and/or Owners of the vessel to damages by law, the Supplier is to remain responsible and liable for all costs and damages including consequential damage caused by any failure of the Supplier to fulfill its obligation adequately or in time. The Supplier is likewise responsible and liable in full for all damages caused by its personnel, or persons and companies used, or caused by the use of defective designs, materials or tools during or in connection with the execution of the agreement. The Supplier shall hold harmless and indemnify Seatrade and Master and/or Owners of the vessel against all claims of Third Parties resulting from any failure, damage or defect as is meant in this article.

8.7 Term of guarantee in the agreement with the Supplier refers to a term within which the Supplier is obliged to repair defects or redeliver at no costs, irrespective of the initial cause of the defect and without prejudice to the liability of the Supplier pursuant to the agreement.

8.8 The goods delivered by Supplier shall meet all the requirements of the contract as meant in art. 7:17 Dutch civil code ('Burgerlijk Wetboek'), but shall be guaranteed for at least a period of 18 months after delivery and first use, if installation is necessary. Unless agreed otherwise the guarantee period of the Supplier shall last for at least 12 months from the final day of work for services rendered. In case repair of defects takes place during the guarantee period, the period shall be extended to 18 or 12 months, counting from the final date of repair.

### 9. LIABILITY

9.1 Liquidated damages; in the event that delivery is delayed beyond the Contract period, the Suppliers accept liability for liquidated damages for each day of delay.

9.2 The Supplier shall be liable to the Master and/or Owner of the vessel or Seatrade under this contract, including but not limited to, when proven loss or damage has been caused by the negligence, gross negligence or Willful default of the Suppliers or that of those for whom they are responsible. Furthermore the Supplier shall be liable to the Master and/or Owner of the vessel or Seatrade and/or its employees and/or any Sub-Contractor and/or his employees and/or any third party and also all their surviving dependants for all damages of any nature whatsoever (including death and personal injury) that are caused to (any of) them by the Supplier and/or Workers in connection with the performance of the work agreed.

9.3 The Master and/or Owner of the vessel or Seatrade shall not be liable to the Supplier, to Sub- Contractors and to Workers for any damage, of any nature whatsoever, suffered in connection with the performance of the work agreed. The afore mentioned liability shall also apply if the damage is caused by or to machines, tools or other aids that are used by the Supplier or Workers.

9.4 The Supplier will indemnify and hold harmless the Master and/or Owner of the vessel or Seatrade as regards both liability and legal costs, in the event that the aforesaid Supplier, Sub-contractors or Workers or their dependants pursue claims for death or personal injury against Seatrade.

9.5 The Supplier shall indemnify Seatrade against claims from third parties for compensation of damage of any nature whatsoever that has been or is caused to those third parties in connection with the performed work and for whom Seatrade is not responsible under this Contract. The indemnifying party shall bear the expenses of investigations and defenses of all claims against which the other party is indemnified under this clause and all lawsuits arising there from including legal costs of the indemnified party.

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9.6 Notwithstanding the provisions as mentioned above, the Supplier shall be obliged to take out sufficient insurance that insures him adequately against liability risks as following from the agreement concluded with Seatrade (or otherwise agreed in writing between both parties). If Seatrade so desires, the insurance policy shall be submitted to Seatrade by the Supplier upon first written request.

### 10. INTELLECTUAL AND INDUSTRIAL PROPERTY

10.1 The Supplier warrants that (the use of) the purchased goods do not violate any intellectual or industrial property rights. The Supplier shall hold harmless and indemnify Seatrade and the Master and/or Owners of the vessel against claims in respect thereof by Third Parties and any costs incurred as a result of such claim.

10.2 Drawings, illustrations, designs, models, calculations, operating procedures, tools, software, etc. furnished by Seatrade or made under orders of Seatrade or made by or on behalf of the Supplier in connection therewith, and the intellectual and industrial property rights related thereto, belong exclusively to Seatrade or, if under the applicable law it must be concluded that this is not the case, these rights shall be transferred to Seatrade, all this irrespective of whether they have been separately charged to Seatrade. The Supplier shall do all that is necessary or conducive to authorize Seatrade as the owner of such intellectual or industrial property rights.

### 11. PROHIBITION OF ASSIGNMENT/SET OFF

The Supplier is prohibited from assigning his claims against Seatrade, the Master and/or the Owner of the vessel to Third Parties without written permission of Seatrade. Seatrade is at all times authorized to set off all that it or its affiliated companies owes to the Supplier against all that the Supplier owes or shall owe to Seatrade and Master and/or Owners, whether or not due, whether or not subject to conditions, and whether or not subject to a time stipulation. The Supplier is authorized to set off only with the written permission of Seatrade, which shall only be withheld on reasonable grounds.

### 12. SUSPENSION/RESCISSION/TERMINATION

Seatrade is on behalf of the Master and/or Owner of the vessel authorized to suspend their obligations pursuant to the agreement or to rescind or terminate the agreement in whole or in part by means of a written declaration and without previous notice of default, if and insofar as the Supplier does not, does not in a timely fashion, or does not adequately fulfill an obligation towards the Master and/or Owner of the vessel, as well as in case of (a request for) moratorium or bankruptcy of the Supplier, attachment, and closing down or liquidation of its business. In these cases, the Master and/or Owner of the vessel are only obliged to compensate the Supplier at the pro rata price for the goods already delivered and the services already rendered, all this without prejudice to the Master and/or Owner of the vessel right to demand delivery of the balance of goods or outstanding services or any damages to which it is entitled by virtue of clause 8.

### 13 REMOVAL OF (ENVIRONMENTAL) WASTE

13.1 In case these terms apply to the rendering of services the Supplier shall be obliged to remove in a sound manner daily all waste, packing, chemical waste and the like produced by him or under his responsibility, this after consultation with Seatrade.

13.2 Chemical waste must be removed separately in a manner that fully complies with the environmental requirements and prescriptions applicable thereto according to local and international law and furthermore in agreement with internationally accepted rules of best practice. Each time when chemical waste is removed, the Supplier undertakes to make a statement in which the toxic properties of the product to be removed are indicated.

13.3 The extra costs incurred by the Master and/or Owner of the vessel or Seatrade with regard to the processing or removal of any waste as referred to in this article shall be charged to the Supplier.

13.4 The Supplier shall be liable for and shall indemnify the Master and/or Owner of the vessel or Seatrade against all damage that is suffered by the latter or by any other third party as a result of the fact that the (Chemical or other) waste as referred to in this article is not removed, not sufficiently, not properly or not in time.

### 14. FORCE MAJEURE

Either party shall be entitled to suspend the performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: industrial disputes and any other circumstance beyond the control of parties such as, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstances referred to in this Clause. The party claiming to be affected by circumstances and events as mentioned above shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance. Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the Contract is suspended under Clause 14 for more than six months.

### 15. CYBER SECURITY

Whilst rendering services and or delivering products to Seatrade, the Supplier will guarantee that its products and or services and any devices used by the Supplier shall be free from malware, bugs, viruses and any other potential defects which could result into a cyber security incident on board of one of Seatrade's managed vessels or the systems used ashore by Seatrade. The Supplier shall furthermore comply with the Cyber Statement of Seatrade as published on Seatrade's website ([www.seatrade.com](http://www.seatrade.com)).

### 16. DISPUTES AND APPLICABLE LAW

16.1 All disputes existing between parties shall be heard by the Groningen District Court ('rechtbank Groningen') in Groningen, the Netherlands

16.2 All relationships between Seatrade and the Supplier are subject to Dutch law.

17. Should any part of these general terms and conditions be invalid for any reason, it is to be replaced with a corresponding text, which is valid and equivalent to the intended meaning. The remainder of the general terms and conditions shall remain unaffected and valid.