

# General Conditions International Lashing Service B.V.

Willem Barentszstraat 11 - 19, 3165 AA Rotterdam - Albrandswaard

## **Article 1**

### **General**

- 1.1 For all agreements to be concluded by ILS the stipulations below shall apply solely. Regulations, included in conditions or other documents, which deviate from these stipulations, shall be binding for the other party only if ILS has expressly accepted these in writing. The absence of a non-acceptance of those deviating regulations shall never therefore be argued against ILS. Nor shall a tacit implementation of an agreement be interpreted as recognition by ILS of those regulations that deviate.
- 1.2 If any stipulation of these conditions shall be null and void, the agreement whereof these conditions form a part shall for the rest as far as possible remain in force and the relevant stipulation be replaced by a stipulation, which as far as possible shall approach the intention of the original stipulation.

## **Article 2**

### **Quotations**

- 2.1 Each quotation from ILS shall be without obligation and can be withdrawn or amended, even after acceptance of the quotation without obligation, provided this withdrawal and/or amendment shall be communicated by ILS immediately after acceptance.
- 2.2 Actions, communications, promises by or on behalf of ILS and through or on behalf of orders quoted by ILS shall bind ILS only if and in so far as these have been confirmed to the other party in writing by ILS.

## **Article 3**

### **Prices**

- 3.1 The prices submitted by ILS are based on all factors applicable that determine the price at the time of quotation, such as factory prices, wages, transport tariffs and taxes other than tax on profits.
- 3.2 If after the date that the agreement comes into force, but before the supply of the goods and/or services, one or more of the factors determining the cost price undergoes amendment, also if this occurs as a result of anticipated circumstances, ILS shall have the right to amend the price agreed on the acceptance of the order and/or contract and to charge the other party a proportional increase in price, without the other party having the right to annul the agreement.

## **Article 4**

### **Supply and execution of services**

- 4.1 All supply of goods shall take place ex quay Rotterdam, unless otherwise agreed.
- 4.2 In the case that supply is not ex quay Rotterdam, the client shall bear the transport risks. Obligations in this matter entered into by ILS towards third parties, shall not bring in any changes herein and shall be regarded as being accepted in the interest and at the expense of the client.
- 4.3 Although times stated for supply and performance of services shall be taken into account as far as possible, the ILS shall not be responsible for exceeding them. Exceeding those times through whatever cause shall never give the client the right to compensation, annulment of the agreement or non-compliance with any obligation, which shall arise from this or any associated agreement, whether or not by virtue of legal empowerment through having third parties performing actions to carry out the agreement.

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- 4.4 If in the matter of supplies or provision of services respectively, by the ship's management or ship's officers as the case may be, more is ordered or contracted respectively and accordingly is signed as agreed than at the given time is assessed and accepted as necessary by the client, then nevertheless the order or command of the ship's management/ship's officers shall be decisive and binding for the client.
- 4.5 If ILS shall be prevented by force majeure from supplying or providing services, it shall have the right to extend all or single deadlines by the duration of the force majeure, or to annul the agreement in so far as it has not been fulfilled, without legal intervention and without being bound to provide any compensation.
- 4.6 The following shall count as force majeure: war or danger of war, mobilization, riot, state of siege, strike or lockout, fire, accident, lack of or sickness of personnel, all this with suppliers from whom ILS obtains goods as well as in its own warehouses, interruption of work, reduction or change in production, lack of raw materials, legal decisions that cause interference or other stipulations by the authorities, natural disasters, delayed delivery for whatever reason of goods ordered on time elsewhere by ILS, and other unforeseen circumstances, without ILS having to prove the influence of anything or its company.

## **Article 5**

### **Ownership**

- 5.1 The goods supplied shall remain the property of ILS until the other party has satisfied the whole of the purchase price as well as claims of ILS on the other party by virtue of a deficiency of the other party in the fulfilment of one or more obligations from the agreement.
- 5.2 ILS shall have the right to take the goods back without prior warning, if the other party shall not fulfil any obligation from the agreement, without prejudice to other competencies of ILS in accordance with the law.
- 5.3 The other party shall be obliged to inform ILS in writing immediately, that third parties are claiming rights, including the confiscation by third parties of goods on which ownership qualifications rest for the benefit of ILS. Moreover the other party shall inform third parties directly, that the goods are the property of ILS.

## **Article 6**

### **Extra costs**

- 6.1 The following shall be regarded as extra costs and accordingly the client shall be charged extra:
  - a. loss of time and delay, as well as any travelling time and costs of travel and subsistence of personnel of ILS and third parties involved by it, in the case of stoppage through no fault of ILS.
  - b. any work, which within the duration of the work, shall be transferred to personnel of ILS by or on behalf of the client.

## **Article 7**

### **Payment**

- 7.1 Unless agreed otherwise in writing, payment shall be made in legal Dutch instruments of payment a maximum of one month after date of invoice.
- 7.2 There shall be no discount awarded for payment in cash or for payment in advance, unless such has been agreed in writing.
- 7.3 Reservation of ownership: goods delivered and/or processed goods and materials shall remain the property of ILS until the moment in time that full payment has taken place.

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- 7.4 If the stipulated payment rules shall be exceeded ILS shall have the right to charge the other party interest at the rate of 1% per month on this sum from the day after the latest date on which the claim should have been paid.
- 7.5 Beyond the main payments for goods and services ILS shall be empowered to claim from the other party all the extra costs described in these conditions and the interest that arise from the non-payment by the other party. Both the legal as well as the extra-legal costs shall be owed by the client in each case in which ILS has insured itself for the help of a third party for the recovery.

## **Article 8**

### **Guarantee and complaints**

- 8.1 Any such guarantee conditions as may be laid down by the manufacturer for those goods shall apply to all goods supplied by ILS. The guarantee stipulations shall never extend further than respectively repair, or if regarded as necessary (in the judgment of ILS) to replacement of the parts concerned. Every obligation of ILS to warranty against hidden defects or otherwise shall be excluded.
- 8.2 All services to be performed by ILS shall be performed to the best of its ability. They shall provide an obligation to performance, no guarantee obligation.
- 8.3 Liability for consequent loss shall be excluded.
- 8.4 All complains shall be made in writing and shall be made under penalty of lapse of rights to claims within eight days after the end of services carried out or the supply of goods in the possession of ILS respectively.
- 8.5 If complaints thus made within the time are regarded as sound, in the judgement of ILS, ILS shall have, with the exception of all claims to compensation, on the part of the other party however stated and described, the right to - in the case that goods delivered are concerned - to have the choice to request the other party that the other party retains the goods against a suitable reduction, if still within any guarantee period in accordance with Article 1, or - in the case that services and work are involved - without obligation and to the best of its capacity still to complete that work.

## **Article 9**

### **Liability**

- 9.1 ILS shall not be held - subject to a call on the guarantee here to fore discussed - and subject to generally applicable rules of public order liable to pay compensation for any loss whatsoever, material or immaterial, consequential damage, as a consequence of faults, construction faults or material faults in goods supplied by it, or as a consequence of shortcomings or faults in the performance of work and services. ILS shall never be liable for the consequences of deliberate or gross negligence on the part of subordinates or third parties which it has called in.
- 9.2 The other party shall be obliged to indemnify ILS and its personnel and to compensate for all costs, losses and interests, which may arise for ILS as direct or indirect results of liability or claims of third parties towards ILS and its personnel and by third parties which it has called in, in the matter of occurrences, deeds or omissions arising from or connected with the agreement concluded by the parties.

## **Article 10**

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## **Joint and several liabilities**

10.1 Everything - payment or otherwise - to which ILS shall be entitled regarding the contracts awarded to it and in compliance with these conditions, without exception, shall be principally owed by the owners or the loaders or by whoever is authorized to order with respect to the ships concerned, or by ship's agents or ship brokers or stevedores - whether or not they have issued the orders to ILS for supply of goods or performance of services in their own name and/or at the expense of or on behalf of and/or at the expense of third parties - on the understanding that performance by one of them shall relieve the other.

## **Article 11**

### **Termination of the agreement**

11.1 If ILS by a deficiency that cannot be attributed to it shall be hindered in the execution of the agreement, ILS shall be authorized to annul the agreement without legal intervention, by registered letter without the other party having any right to compensation.

11.2 ILS shall not in any case be accountable for a shortcoming, if this is caused by unforeseen measures taken by the authorities, strikes and other collective actions of employees within or outside the company of ILS, natural disasters, state of war, riot, war risk or nuclear disaster.

11.3 If the other party shall remain in default regarding payment on time or compliance with other obligations towards ILS arising from the agreement, ILS shall be authorized, after serving prior notice of default, to annul the agreement by registered letter without legal intervention. In that case ILS shall have the right to claim compensation of a sum of 15% of the total amount, without prejudice to the right to full compensation of costs, loss and interest. ILS shall be entitled to the same authority, if the other party shall apply for suspension of payment, be declared bankrupt or if the goods of the other party may be seized.

## **Article 12**

### **Law and authorized judge**

12.1 All agreements of which these conditions form part, shall be governed by the law of the The Netherlands.

12.2 Disputes that may arise as a result of agreements to which these conditions wholly or partially apply or of agreements arising there from, shall in the first instance be adjudicated by the District Court in Rotterdam, or a judge authorized under ordinary law, to be solely the choice of ILS.

## **Article 13**

### **Deposit of general conditions**

13.1 The general conditions of ILS have been deposited with the Registrar of the District Court in Rotterdam.