

GENERAL TERMS AND CONDITIONS Kapitein & Personeel B.V.

With regard to the provision of personnel by Kapitein & Personeel B.V. registered with the Chamber of Commerce in Gooi-, Eem- en Flevoland under no. 83620494 who are active in the Maritime Sector.

Article 1 Applicability **These General Terms and Conditions apply to all quotations, Assignments and agreements of Kapitein & Personeel B.V. with regard to the provision of personnel by Kapitein & Personeel B.V. to the Client for the performance of work for, for the benefit of and under the direction of that Client or its company. Deviations from these terms and conditions are only legally valid if and insofar as they have been confirmed in writing by Kapitein & Personeel B.V. Kapitein & Personeel B.V. does not accept the applicability of the Client's general terms and conditions.**

Article 2 Definitions **The following definitions apply in these terms and conditions:**

KAPITEIN & PERSONEEL B.V.: Personnel employed by KAPITEIN & PERSONEEL B.V. and made available to the Client for the performance of work under the Assignment at the agreed rate.

Client: Any natural and/or legal person to whom KAPITEIN & PERSONEEL B.V. personnel is made available in return for payment of the agreed rate, to perform work under the direction and supervision of the latter, other than on the basis of an employment contract concluded with him.

Assignment: The agreement between KAPITEIN & PERSONEEL B.V. and the Client on the basis of which (and to that extent each time) a single member of staff of KAPITEIN & PERSONEEL B.V. is made available to the Client to perform work under the latter's supervision and direction in return for payment of the agreed rate by the Client to KAPITEIN & PERSONEEL B.V.

Agreed rate: The fee that the Client owes to KAPITEIN & PERSONEEL B.V. as agreed and possibly subsequently adjusted in accordance with the Assignment and conditions.

Article 3 Quotations and assignments:

3.1 All quotations from KAPITEIN & PERSONEEL B.V. are completely without obligation, except insofar as the contrary is apparent from a written quotation or Order Confirmation addressed to the Client.

3.2 An Assignment is only binding after written confirmation from KAPITEIN & PERSONEEL B.V.

3.3 KAPITEIN & PERSONEEL B.V. reserves the right not to accept Assignments.

Article 4 Selection:

4.1 When issuing the Assignment, the Client will indicate as accurately as possible which activities must be performed, as well as which qualifications, professional competence and/or rank are required of the personnel to be made available by KAPITEIN & PERSONEEL B.V., as far as possible and if necessary in consultation with KAPITEIN & PERSONEEL B.V.

4.2 On the basis of the information referred to under 4.1 above and the capacities and skills known to KAPITEIN & PERSONEEL B.V. as well as availability, KAPITEIN & PERSONEEL B.V. will select the Personnel.

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4.3 KAPITEIN & PERSONEEL B.V. has complete freedom in the choice of the person or persons who are made available to the Client.

4.4 In the event that Personnel already made available becomes incapacitated for work or does not appear to meet the requirements of the Client during the probationary period (if agreed), the Client will immediately inform KAPITEIN & PERSONEEL B.V. of this. In that case, KAPITEIN & PERSONEEL B.V. will do everything in its reasonable power to arrange for a suitable replacement, and this in consultation with the Client.

4.5 KAPITEIN & PERSONEEL B.V. is not liable for personnel who do not appear to meet the requirements set by the Client, except if and insofar as the Client can demonstrate that there has been gross negligence on the part of KAPITEIN & PERSONEEL B.V. with regard to the selection. Any complaint in this respect shall no longer be admissible if it B.V. is not submitted to KAPITEIN & PERSONEEL as soon as possible, after it has been or could reasonably have been established, but in any case within 3 (three) days after the actual commencement of the work by the Personnel, in writing and with reasons.

Article 5 Employment of staff, supervision and duration:

5.1 Personnel that is made available to the Client is employed by KAPITEIN & PERSONEEL B.V.. However, during the period that personnel are employed by the Client, the latter is obliged to give instructions and supervise.

5.2 Personnel will be made available for a certain fixed period of time or for the duration of a project/trip. This will be recorded in writing when accepting the quotation or issuing the Assignment.

5.3 The period that an individual Personnel member of KAPITEIN & PERSONEEL B.V. is made available to the Client will never exceed six months, unless expressly stipulated otherwise between the Client and KAPITEIN & PERSONEEL B.V..

5.4 If the personnel made available by KAPITEIN & PERSONEEL B.V. changes position or place of work at Client's premises, the period of secondment will be continued and therefore no new period of secondment will commence.

Article 6 Compensation in the event of entering into a direct employment relationship with the staff:

6.1 The Client, who wishes to enter into an employment relationship directly with personnel made available to him by KAPITEIN & PERSONEEL B.V., shall notify KAPITEIN & PERSONEEL B.V. in writing in advance. Without prejudice to the provisions of the first sentence, the Client is prohibited from entering into an employment relationship for as long as the Assignment continues and for a period of 6 calendar months after its expiry with personnel made available by KAPITEIN & PERSONEEL B.V.; however, if requested, KAPITEIN & PERSONEEL B.V. will not refuse said permission on unreasonable grounds, all without prejudice to the provisions of the second paragraph of this article. An employment relationship within the meaning of this article is also understood to mean any indirect employment relationship, in which the personnel in

question actually continue to perform the same or similar work for the Client for which the Personnel was made available by KAPITEIN & PERSONEEL B.V.

6.2 If the Client enters into an employment relationship with KAPITEIN & PERSONEEL B.V. directly, indirectly and/or through and/or for third parties before a minimum period of 1040 working hours has been made available, the Client will owe KAPITEIN & PERSONEEL B.V. a fixed fee amounting to 25% of the last applicable Agreed Rate, as a result of this mere fact. calculated over the entire period that the posting (including any extensions) should have continued in total until a total of 1040 working hours would have been reached. The amount thus calculated shall be increased by VAT and shall be immediately repayable. The compensation in question also covers all recruitment costs, general and other costs incurred by KAPITEIN & PERSONEEL B.V.

6.3 The minimum period of 1040 working hours, referred to in Article 6.2, can be accrued both cumulatively and consecutively.

6.4 The provisions of this article do not affect the fact that an Assignment will continue in accordance with the provisions of article 5 as long as the agreed time or duration of the project or voyage has not expired, all unless KAPITEIN & PERSONEEL B.V. may expressly agree in writing to early termination.

Article 7 Further provisions:

7.1 Unless otherwise agreed in writing, the Client is not permitted to employ personnel in areas where there are risks with regard to health and safety when entering into the Assignment.

7.2 The Client is prohibited from employing personnel elsewhere, or lending them to another natural or legal person, without the express permission of KAPITEIN&PERSONEEL B.V.

7.3 If the location or work area where personnel will be employed is changed compared to what was agreed upon when entering into the Assignment, the Client must immediately notify KAPITEIN & PERSONEEL B.V. thereof. In that case, KAPITEIN & PERSONEEL B.V. has the right to terminate the Assignment with immediate effect or to impose conditions for further continuation of the Assignment.

7.4 Both KAPITEIN & PERSONEEL B.V. and the Client are prohibited from using seconded personnel to the Client's company in the event of a strike for work carried out by participants in the strike.

Article 8 Salary and working conditions for personnel:

8.1 KAPITEIN & PERSONEEL B.V. pays the salary and any fees directly to the personnel made available by it to the Client.

8.2 If the Client, for whom the Assignment takes place, is subject to a collective arrangement which contains provisions with regard to the use of workers made available, the Client is obliged to inform KAPITEIN & PERSONEEL B.V. immediately and fully about the content of that collective arrangement before the conclusion of the Assignment. Any additional assessments resulting from deviations from the collective scheme will be charged on a cost basis.

8.3 If the hired personnel do not appear at the client on time, Captain & Personnel is entitled not to pay the personnel for the work not performed, unless there is demonstrable force majeure on the part of the hired personnel. Force majeure means that the work cannot be carried out due to an event independent of the will of the parties. This means that the parties could not have foreseen or prevented the fact that the force majeure was not possible.

Article 9 Premiums, social insurance, etc.:

9.1 KAPITEIN & PERSONEEL B.V. guarantees that its personnel are insured in accordance with the legal provisions and regulations applicable in the Netherlands with regard to social insurance, while wage tax and A.O.W. premiums will also be paid for the relevant Personnel.

Article 10 Certificates/inspection certificates

10.1 Unless otherwise agreed in writing, KAPITEIN & PERSONEEL shall B.V. ensure that its personnel are provided with the necessary certificates and/or applicable inspection certificates for the work to be performed. These requirements must be made known to KAPITEIN & PERSONEEL B.V. before the start of the work. The Client is not entitled to deploy personnel for work for which it has not been sufficiently trained or instructed.

Article 11 Agreed rate For the Personnel made available, the Client will owe KAPITEIN & PERSONEEL B.V. an Agreed Rate. These rates may change from time to time. Unless otherwise agreed in writing, the following provisions apply to this agreed rate:

11.1 The Client is not authorised to deploy personnel in a different position/rank than agreed upon when entering into the Assignment without the prior written consent of KAPITEIN & PERSONEEL B.V.

11.2 If Personnel made available is deployed by the Client in a lower position or rank than was agreed between KAPITEIN & PERSONEEL B.V. and the Client at the time the Assignment was entered into, the Agreed Rate that was previously agreed upon will be maintained, regardless of the reason for the change.

11.3 If Personnel made available by the Client are deployed in a more demanding position or higher rank than was agreed between KAPITEIN & PERSONEEL B.V. and the Client at the time of entering into the Assignment, the Agreed Rate that was initially agreed upon will be increased proportionally by the amount of the additional compensation that KAPITEIN & PERSONEEL B.V. will owe to the personnel in question as a result of change in function/grade.

11.4 In the event that KAPITEIN & PERSONEEL B.V. incurs costs as a result of the way in which the operation is conducted, which are not covered in the agreed rate and were not foreseen at the time of entering into the Assignment, such as molestation arrangements, extra insurances, etc., these costs shall be borne by the Client.

11.5 If, during the period of the posting, the remuneration owed by KAPITEIN & PERSONEEL B.V. to the staff should increase as a result of any measure taken by the government or any other

body on the basis of any statutory regulation, or if the employer's share in premiums or other social security contributions pursuant to social insurance laws and/or tax legislation should be increased, then the Agreed Rate shall be increased proportionally by the amount thereof from the date of such increase and shall be payable accordingly by the Client.

Article 12 Payment:

12.1 Unless otherwise agreed in writing, the Client is at all times obliged to pay any invoice submitted by KAPITEIN & PERSONEEL B.V. for Personnel made available within 14 days of the date of the invoice sent.

12.2 Only payment to KAPITEIN & PERSONEEL B.V. has a liberating effect, on the understanding that the Client is permitted, provided that prior consultation with KAPITEIN & PERSONEEL B.V. has taken place, to pay the advances customary in the industry (recordings on board) to the Personnel made available. After they have been accepted by KAPITEIN & PERSONEEL B.V., these advances will be deducted from the payment owed by the Client to KAPITEIN & PERSONEEL B.V.

12.3 If an invoice from KAPITEIN & PERSONEEL B.V. is not paid within the period set in the first paragraph of this article, interest will be due on the outstanding amount after the expiry of that period in the amount of the statutory interest rate applicable at that time plus two percentage points, without a notice of default being required.

12.4 If the Client does not meet its financial obligations to Kapitein & Personeel B.V. on time, the Kapitein & Personeel is entitled to remove the personnel from the ship immediately, whereby the Client must pay the full working week to Kapitein & Personeel B.V. After the staff has been brought back, Kapitein & Personeel will send the statement to the client within the foreseeable future.

12.5 All costs, both judicial and extrajudicial, charged to the collection and collection of the amounts not received by KAPITEIN & PERSONEEL B.V. on time, are for the account of the Client. The extrajudicial costs are fixed at 15% of the claim not received in time or the part thereof not received in time, unless a higher amount is awarded in judicial or arbitral proceedings.

Article 13 Liability:

13.1 KAPITEIN & PERSONEEL B.V. shall not be liable for any (consequential) damage caused by personnel made available by KAPITEIN & PERSONEEL B.V. to the Client itself or to third parties, even if such damage is caused intentionally or by gross negligence.

13.2 The Client is liable for all damage, as referred to in Book 7, Article 658 of the New Civil Code and Article 321 of the Commercial Code, which is caused by personnel made available to it in the performance of the work. The Client shall indemnify KAPITEIN & PERSONEEL B.V. against all claims arising from the damage referred to herein.

13.3 KAPITEIN & PERSONEEL B.V. bears no liability whatsoever for any obligations towards the Client, personnel employed by the Client and third parties, entered into by or in any other way arising for the personnel made available by KAPITEIN & PERSONEEL B.V. The Client indemnifies KAPITEIN & PERSONEEL B.V. against all claims arising from this. The Client shall ensure that KAPITEIN & PERSONEEL B.V. as well as the personnel made available by KAPITEIN & PERSONEEL B.V. employed on or on board vessels or contractor equipment for the performance of their duties, or when driving vehicles on the Assignment or owned by the Client, are also

insured on the policy of the vessel in question, vehicle or contractor equipment, or the corresponding umbrella insurance(s), including liability for damage to third parties.

Article 14 Recovery of damages in the event of wrongful dismissal:

14.1 If the Client terminates the Assignment prematurely due to the conduct of Personnel, the Client shall provide KAPITEIN & PERSONEEL B.V. with all necessary information and evidence necessary to bring about the dismissal of the personnel in question. If the competent authority judges that the dismissal is unjustified or unlawful, and therefore the premature termination of the Assignment as well, the Client must compensate KAPITEIN & PERSONEEL B.V. in full; In that case, the Client will be responsible for both the fee in accordance with the Agreed Rate for the period in which the work would normally have been performed, as well as any additional wage costs with a surcharge of 15% on top of the original hourly rate, surcharges, interest, lawyer's fees, legal costs and (other) fees that KAPITEIN & PERSONEEL B.V. has to pay or owe to staff as a result of the premature termination.

Article 15 Applicable law, competent court

15.1 All Assignments of which these General Terms and Conditions form part are governed by Dutch law.