

Considerance

Marine & Offshore Solutions B.V. (MOS) is a maritime service supplier based in Eemshaven, the Netherlands. MOS provides services, repairs and parts, as well as inspections, to technical installations and equipment on board ships. MOS provides welding services (steel & aluminum) on site in case of repairs to ship's constructions. If needed MOS can lift up to 200 T from the water in Eemshaven in case of underwater repairs. and she has access to several ship repair facilities close to Eemshaven, the Netherlands. Furthermore MOS takes care of the provision of ship supplies.

These General Terms and Conditions have been drawn up in order to clarify the rights and obligations of the parties with respect to the activities to be performed and carried ensuing from the agreement relating to Marine & Offshore Solutions B.V. and/or associated legal entities, hereinafter referred to as MOS.

Definitions

In these General Terms and Conditions, the following definitions apply:

- Engineering:** Designing and translating project images into a functional design in the broadest sense of the word.
- Documents:** All goods made available by the Client to MOS, including documents or data carriers, as well as all goods produced by MOS within the framework of the execution of the assignment, including documents or data carriers.
- Know-how:** Confidential knowledge of various company data in the broadest sense and including, but not limited to, drawings, designs, sketches, models, procedures, guidelines, methodologies, algorithms and software in which this knowledge is or will be embodied.
- Client:** The natural or legal person who has entered into an agreement with MOS, or who intends to do so. The Client can also be the trustee. Where reference is made in these conditions to the Client, this also means any trustee.
- Party:** Both MOS and Client
- Personal data:** All data that is traceable to natural persons within the meaning of the Personal Data Protection Act or the General Regulation on Data Protection.
- MOS:** Marine & Offshore Solutions B.V. with limited liability located at Eemshaven at Borkumkade 5, The Netherlands, and registered at the Chamber of Commerce under the number: 60632720. Where these terms and conditions refer to MOS or the Contractor, where appropriate, this also refers to trustee.
- Work activities:** All activities that have been commissioned, or which are carried out by MOS on a different basis, all this in the broadest sense.

'His' and 'he' applies, mutatis mutandis, to both the male as well as the female person who is in any way involved in the agreement.

Article 1 - Applicability

- 1.1 These general terms and conditions apply to all offers made by MOS, to agreements concluded and to all actual and legal acts performed by Muller in the implementation thereof. A copy of these conditions can be downloaded free of charge from the website www.mo-solutions.com/conditions.pdf/ and will also be sent free of charge on first request. The applicability of any other condition is hereby explicitly rejected.
- 1.2 These general terms and conditions consist of a general section and a special section. The general part consists of articles 1 to 18 of these conditions. If the offers or the agreements concluded also or only include 'operational tasks on site', then in addition to the general part, the provisions of the special section 'Operational tasks on site', as referred to in Articles 19 through 23, apply;
- 1.3 In case of contradiction between the special part and the general part – and as far as these cannot complete each other – the provisions of the applicable special part prevail. In the event of a conflict between the conditions as stipulated in the agreement and the general terms and conditions, the conditions as stipulated in the agreement shall prevail.
- 1.4 If one or more stipulations in these general terms and conditions are at any time wholly or partially void or are nullified, then the other provisions mentioned in these general conditions remain in full force. In such a case, the parties will consult with each other to agree on new provisions to replace the null and void or nullified provisions, with the aim and purport of the original provisions being sought as much as possible.
- 1.5 All provisions in these general terms and conditions also apply to activities of the directors and employees of MOS and/or to any third parties or auxiliary persons engaged by MOS.
- 1.6 When MOS hires third parties for the execution of the work, then the provisions of these general terms and conditions have also been stipulated for the benefit of this third party, in so far as this third party wishes to invoke them.
- 1.7 These general terms and conditions have been translated into English. In the event of disputes of any nature regarding the interpretation of general delivery conditions, the Dutch version shall prevail.

Article 2 - Offer and acceptance

- 2.1 The agreement is concluded at the time that the offer signed by the Client is received back by MOS, or when the execution of the work has started, or another statement showing that the agreement has been concluded.
- 2.2 The prices stated in an offer are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the agreement, including travel and accommodation costs, unless stated otherwise.
- 2.3 An offer sent by MOS is valid until 30 days after the date of that offer.
- 2.4 Obvious typos, errors and mistakes in offers do not bind MOS.
- 2.5 The prices and tariffs mentioned in the offer are based on:
 - a. Ex Works MOS, Borkumkade 5, 9979 XX Eemshaven, The Netherlands, in conformity with Incoterms 2020 for delivery within the Netherlands.
 - b. Delivery with international transport FCA (Free Carrier) in conformity with Incoterms 2020, unless parties agree otherwise in writing.

Article 3 - Client data

- 3.1 The Client is obliged to provide all information, not limited to information, knowledge and changes that MOS indicates are necessary, or that the Client should reasonably understand are necessary for the correct execution of the agreement, completely, on first request, at least in time and in the desired

form and in the desired manner, to MOS. The above also applies if the data originates from third parties.

- 3.2 MOS has the right to suspend the execution of the assignment until the moment that the Client has fulfilled the obligations referred to in the previous paragraph.
- 3.3 If and insofar as requested by the Client, the documents made available will be returned, subject to the provisions under article 13.
- 3.4 The Client guarantees that all information supplied by him is free of copyright or other rights. MOS has no obligation to investigate this, the full responsibility in this respect lies entirely with the Client. The client fully indemnifies MOS for claims from third parties in this respect.
- 3.5 The Client guarantees the correctness of the data and documents provided by him and indemnifies MOS for damage resulting from incorrect or incomplete information.

Article 4 - Execution of the agreement

- 4.1 MOS has the right to have certain work carried out by third parties. The applicability of article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is hereby expressly excluded.
- 4.2 MOS is entitled to execute the agreement in various phases and issue invoices for those parts that have been carried out separately.
- 4.3 If during the assignment work has been carried out for the benefit of the Client, which is not covered by the work as agreed in the order confirmation, the relevant note in the administration of MOS and/or its affiliated (legal) persons is derived from the assumption that this work was carried out on an incidental assignment, without prejudice to the right of MOS to provide proof of this by other means.

Article 5 - Cancellation of equipment and people

- 5.1 Cancellation of a reservation is not possible.
- 5.2 An assignment can only be cancelled in writing. In the event of cancellation, the Client will owe the costs incurred for:
 - project-specific investments agreed in advance.
 - (de)mobilization of employees and equipment, such as, but not limited to, order picking, travel and accommodation costs, pre-testing, storage, certification and transport.
 - work preparation, such as, but not limited to engineering, project management, contract work, application for permits.
- 5.3 In the event of a total or partial cancellation less than 48 hours before the initial start of the assignment, or during the assignment, Client owes MOS a fee as follows:
 - 50% of the initial daily price of the equipment with a maximum of 7 days.
 - 8 working hours per person per shift, with a maximum of 7 days.

Article 6 - Suspension of equipment and people

- 6.1 Suspension of a reservation is not possible. Extending a reservation is only possible if it has been approved in writing by MOS.
- 6.2 An assignment can only be suspended in writing. During the suspension, Client owes MOS a fee as follows:
 - at least 50% of the initial daily price of the equipment
 - at least 8 working hours per person per shift
 - fixed costs for employees and equipment, such as, but not limited to, travel and/or accommodation costs, and permits.
- 6.3 Without prejudice to other provisions of these general delivery conditions, Client has the right to suspend the agreement, but only under the following conditions:
 - suspension by Client starts after a waiting period of 48 hours after the announcement of the suspension;

- the duration of the suspension may not exceed the duration of the initial agreed assignment;
 - as soon as the Client has information on the basis of which it expects, or can expect that a suspension is about to occur, it must immediately inform MOS of this, failing which the Client is legally in default.
 - as soon as the equipment or employee(s) made available by MOS is used again, the suspension is immediately terminated;
 - the possibility to suspend can only be based on circumstances unforeseen at the time of the conclusion of the agreement;
 - when a period of suspension has started, and the Work must be resumed, Client must announce this as soon as possible, but not less than 48 hours prior to the resumption of the Work.
- 6.4 The order will be cancelled by operation of law after 7 days of suspension. Article 7 applies.

Article 7 - Confidentiality and copyrights

- 7.1 Both the Client and MOS guarantee that all information, not limited to data and know-how, received from the other party, will be treated confidentially and will remain secret. This is subject to the legal obligation to disclose certain data.
- 7.2 The Client is explicitly prohibited from reproducing, disclosing or exploiting the information referred to in the previous paragraph, with or without the involvement of third parties, without prior written permission from MOS.
- 7.3 MOS is entitled to store, use and process the texts, drawings, designs, images, recordings and other products it has drawn up on an external disk. MOS ensures in that case that no direct or indirect information about the natural or legal person is released.
- 7.4 The technical details provided by MOS – all in the broadest sense of the word – are only intended for the Client and for the technical objectives of the Client itself. None of the products produced by MOS may be made public or used for anything other than it was intended without the prior written permission of MOS. Nor may any of the products made by MOS be modified or multiplied, including reproduction by means of print, offset, photocopy or microfilm or in any digital, electronic, optical or other form. The products and services supplied by MOS may not be resold to third parties. All this unless expressly agreed otherwise in writing and insofar as the purpose and purport of the assignment is not surpassed.

Article 8 - Force majeure

- 8.1 Force majeure means circumstances, conditions and/or events, which cannot be influenced by any Party, which take place beyond the fault or negligence of any Party and which cannot be avoided or prevented by taking reasonable measures, which are temporarily or permanently prevent the execution of any obligation (other than payment obligations) under the Agreement, such as trade union strikes, epidemics, computer virus, program crash, war (declared or not declared), terrorism, blockades, embargoes, riots, demonstrations, uprisings, fires, storms and/or other extreme weather conditions and/or other act of nature, provided that no cause or contribution to those events is given.
- 8.2 In the event that the execution of obligations under the Agreement is temporarily prevented as a result of a force majeure, the force majeure will only have the effect of postponing the execution of those obligations (with the exception of payment obligations), and this fact shall not apply as a reason not to comply with the Agreement.
- 8.3 If MOS cannot, not timely or not adequately fulfill its obligations under the agreement as a result of force majeure, such as but not limited to stagnation in the normal course of business within its undertaking, these obligations will be suspended until the moment that MOS is again able to meet these in the agreed

manner without MOS being in default and without being obliged to pay any compensation.

- 8.4 In the event that the execution of obligations under the Agreement is permanently prevented by a force majeure, or is temporarily prevented by a force majeure for a period that is expected to last at least 30 (thirty) days, then each Party is entitled to terminate the Agreement.

Article 9 - Payment

- 9.1 Unless otherwise agreed in writing, the Client is obliged to pay the amount owed by him within 14 days of the invoice date.
- 9.2 Payment is made via bank transfer.
- 9.3 In the absence of payment within the period referred to in article 7, paragraph 7.1, the Client is legally in default and MOS is entitled to all rights and actions arising from this. In that case, the Client will also owe statutory interest as referred to in art. 6:119 and 6:119a of the Dutch Civil Code. The Client is not entitled to settle amounts, except with permission from MOS.
- 9.4 Costs as a result of judicial or extrajudicial collection of the claim are at the expense of the Client. The extrajudicial costs are fixed at at least 15% of the amount to be claimed with a minimum of € 150 (in words: onehundredandfifty euros)
- 9.5 In the event that MOS has instituted its claim in legal proceedings, the Client is obliged to fully reimburse the actual costs involved in this procedure, without prejudice to the claims of MOS in respect of extrajudicial costs. This includes all costs insofar as they exceed a possible cost order of the Client on the basis of article 237 of the Dutch Code of Civil Procedure (*Wetboek van Burgerlijke Rechtsvordering*).
- 9.6 Payments made by the Client always first serve to settle all interest and costs owed and then the due and payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.
- 9.7 MOS is entitled to send partial invoices.
- 9.8 Upon termination of the agreement, MOS will prepare its final statement of the work already carried out by it. The provisions mentioned in this article are fully applicable.
- 9.9 When more Clients are involved in the agreement, they are all jointly and severally liable for the payment of the invoices and all other obligations arising from the agreement.
- 9.10 If the costs incurred or investments have not led to the desired result, this will not lead to crediting, or at least, this does not release the Client from his payment obligation towards MOS.

Article 10 - Complaints, claims

- 10.1 A claim or complaint relating to the work performed and/or the invoice amount must be submitted in writing within eight (8) days after the date of dispatch of the invoice, the documents or information about which the Client has a complaint, or within eight (8) days after the discovery of the defect, provided the Client demonstrates to MOS that he could not reasonably have discovered the defect earlier. If such a complaint is not made, the work performed and/or the final bill is accepted without protest.
- 10.2 A claim or complaint as referred to in Article 10, paragraph 10.1, does not suspend the payment obligation of the Client.

Article 11 - Liability

- 11.1 If MOS is liable, then this liability is limited to what is stipulated in this provision.
- 11.2 In all cases, MOS's obligations can be qualified as best efforts. MOS will act to the best of its knowledge and ability. A commitment will only apply as a result obligation if this has been agreed in writing. All actions and activities including the

provision of advice are at the expense and risk of the Client, unless otherwise specified.

- 11.3 MOS is not liable for damage, of whatever nature, caused by MOS assuming incorrect and/or incomplete information provided by or on behalf of the Client.
- 11.4 If MOS is liable for any damage, the liability of MOS is limited to a maximum of 3 times the invoice value of the order, at least to that part of the order to which the liability relates. If the assignment continues for longer than six months, the aforementioned liability shall be limited to an amount equal to the total amount that MOS has received from the Client in the last month prior to the occurrence of the damage in the context of the assignment. In all cases, MOS's liability is always limited to € 5,000 (in words: five thousand euros)
- 11.5 MOS is only liable for direct damage. Direct damage is exclusively understood to mean the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage in the sense of these conditions, any reasonable costs incurred to have the inadequate performance of MOS conform to the agreement, in so far as these can be attributed to MOS, and reasonable costs incurred to prevent or limit damage, insofar as the Other Party demonstrates at these costs have led to limitation of direct damage as referred to in these general conditions.
- 11.6 MOS is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business stagnation.
- 11.7 The Client indemnifies MOS against all third-party claims, and will compensate MOS for the costs it incurs or will incur in connection with the defense against such third-party claims that are related to or arising from work performed by MOS pursuant to the agreement(s) with the Client.
- 11.8 Notwithstanding the statutory limitation periods, the limitation period for all claims and defenses against MOS and the auxiliary persons involved in the execution of an agreement by MOS is one (1) year.
- 11.9 The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of MOS or its managerial subordinates.

Article 12 - Duration and termination

- 12.1 The agreement is entered into for an indefinite period of time, unless it follows from the nature or scope of the assignment that it has been entered into for a definite period of time.
- 12.2 The parties have the right to terminate the agreement with due observance of the provisions included in this article, with cancellation always taking place towards the end of the month.
- 12.3 For agreements with an unlimited term, a notice period of three months applies.
- 12.4 For agreements with a limited deadline in principle, but which are tacitly extended, a notice period of three months before the end of the extended period.
- 12.5 Agreements with a limited term cannot be terminated prematurely.
- 12.6 The parties have the right to terminate this agreement immediately and without having to give notice to the other party in case:
- A party has applied for a suspension of payments or is declared bankrupt;
 - A party sells or transfers its business to a third party and/or loses direct control over its business.
- 12.7 Each of the parties has the right to terminate this agreement in the event that:
- a breach of trust has arisen;
 - continuation of the agreement according to standards of reasonableness and fairness is unacceptable.
- 12.8 Parties always have the opportunity to mutually agree to another notice period if the circumstances of the case justify this.

Article 13 - Suspension / retention

- 13.1 MOS is entitled to suspend the fulfillment of all its obligations, including the issuance of documents or other items – including, but not limited to, digital files – to the Client or third parties, up to the moment that all due and payable receivables, including advance payments, are fully paid by the Client.
- 13.2 MOS is not liable for damage caused by the delayed handling of work caused by the suspension, even if it appears that the suspension was based on an incorrect legal basis.

Article 14 - Personal data

- 14.1 MOS will perform all efforts that can reasonably be expected of it to keep personal data confidential.
- 14.2 Insofar as necessary, personal data -with the intention what it is used for- are registered by MOS with the Data Protection Authority (*College Bescherming Persoonsgegevens*).
- 14.3 Client gives MOS permission, for the proper execution of the assignment and/or to the extent necessary, to use or process his/her personal data.
- 14.4 Unless MOS is required by law, no personal data will be provided to third parties without the explicit permission of the data subject.
- 14.5 For questions about, among other things, (the purpose of) the registration, the use of the personal data and/or for the transfer of changes or for objection to (further) use or registration of his/her personal data, the Client or the data subject must submit these in writing to the MOS office in Eemshaven.

Article 15 - Change clause

- 15.1 MOS has the right to change these conditions. MOS will inform the Client of this in writing. Client then has the right to terminate the agreement within two months after this notification. If no response is received within two months, the change will be considered to be accepted and therefore irrevocable.

Article 16 - Penalty clause

- 16.1 If the Client acts contrary to the provisions of article 7 of these General Terms and Conditions, the Client will forfeit a fine of € 1,000.00 (in words: onethousand euros) to MOS for each violation, plus an amount of € 500 (in words: fivehundred euros) for each day that the violation continues. The fine is capped at € 25,000 (in words: twentyfivethousand euros). The fine is immediately due and payable, without any notice of default or other prior declaration in the sense of art. 6:80 of the Dutch Civil Code being necessary. This penalty is due both for an attributable and non-attributable shortcoming and without prejudice to any other rights or claims of MOS, including in any case the right of MOS to claim full compensation.

Article 17 - Evergreen clause

- 17.1 In order to ensure that even after the end of the agreement some provisions remain valid, an evergreen clause has been included here. The provisions of Articles 7, 16 and 17 shall also remain in force after termination of this agreement.

Article 18 - Applicable law and competent court

- 18.1 Only Dutch law applies to all legal relationships between the Client and MOS, to which these general terms and conditions apply.
- 18.2 All disputes between the Client and MOS are exclusively settled by the competent court in the district where MOS is located.

SPECIAL CONDITIONS I - OPERATIONAL TASKS ON LOCATION

Article 19 - Provisions concerning the location where the work is carried out

- 19.1 Unless explicitly agreed otherwise, the Client is responsible for and will ensure that all permits, licenses, road closures and other approvals necessary for the project, the work and the location are obtained. This unless otherwise agreed in writing.
- 19.2 The Client will ensure that the location is easily accessible, that the equipment and materials can be mobilized properly and safely and that the project and/or the services can start on the agreed date and can be executed without interruption or hindrance.
- 19.3 Unless explicitly agreed otherwise, the Client is responsible for the provision of proper hoisting, lifting, jacking and/or lashing points which must be sufficiently strong for the execution of the work.
- 19.4 The Client shall ensure that the working conditions at the site (in particular with regard to safety and health) are fully and properly compliant with the required standards and are fully compliant with the local regulations and requirements.
- 19.5 The parties will act in accordance with all laws, regulations, decisions and/or other requirements and instructions from governments and/or other authorities.
- 19.6 The Client is responsible for checking what the soil pressures will be during the activities and guarantees that the soil can withstand the requisite soil pressure. The Client is liable for all consequences, loss, damage and/or costs that arise if the soil could not withstand the soil pressure during the work and/or costs incurred if the ground could not resist the soil pressure during the activities.
- 19.7 When the Client arranges transport facilities (including helicopter and/or boat) for bringing MOS and or the person(s) it engages aboard the offshore base, Client shall arrange free of charge for all relevant travel and cancellation insurance for the benefit of MOS and or the person(s) it engages and/or its replacement and/or subordinate.

Article 20 - Liability and insurance

- 20.1 MOS is not liable for damage in connection with environmental damage.
- 20.2 In the cases in which MOS makes use of the goods made available by the Client, such as, but not limited to: equipment, vehicles, and materials, MOS is in no way liable for any damage to these goods. The client indemnifies MOS accordingly.
- 20.3 The Client guarantees that it has fully WA(M) and Casco insured the goods entrusted to MOS, with a maximum deductible of € 2,500 (in words: two thousand five hundred euros). MOS will be indicated as co-insured on this insurance. The Client will indemnify MOS against claims from third parties and both the Client and its insurer will refrain from any recourse against MOS and/or third parties hired by MOS.
- 20.4 The Client guarantees that the Client will take out and hold a transport, CAR (Construction All Risks), EAR (Erection All Risk) or comparable insurance during the term of the agreement – and in the case of maintenance a garage insurance or comparable insurance – that provides at least adequate coverage with respect to material loss and/or property damage and/or injury caused to, by or with the load, cargo and/or the Work. The insurance must provide coverage – also on behalf of MOS – at the location as well as during transport and other manipulations with a maximum deductible of € 2,500 (in words: twenty-five hundred euros).

- 20.5 The insurances referred to in Article 20, paragraph 20.3 and 20.4, will in all cases be primary to the insurance policies of MOS. The insurance as mentioned in article 20, paragraph 20.1, will stipulate that the insurers will waive any right of subrogation towards MOS. MOS will be mentioned as a co-insured in the policy.
- 20.6 In the absence of an insurance policy under Article 20, paragraph 20.3 and 20.4, any damage must be settled as if this insurance had existed. In that case, MOS must be fully safeguarded, with the exception of the deductible amount referred to in Article 20, paragraph 20.4.
- 20.7 The parties will furthermore take out all mandatory statutory insurance that is prescribed by the applicable legislation.

Article 21 - Permits and other official costs to be incurred

- 21.1 All costs incurred by MOS, which are incurred in connection with the execution of the work, are fully at the expense of the Client. Unless otherwise agreed in writing, this shall in any event be understood to mean:
 - c. permits
 - d. exemptions
 - e. fines and penalty payments
 - f. guarantees
 - g. and (other) costs charged by the government
- 21.2 The timely, complete and correct arranging and realization of necessary permits and other official documents is entirely at the expense and risk of the Client. MOS gives no guarantee in this respect.
- 21.3 MOS is not liable for the consequences of the lack of a valid (transport) permit or exemption, and/or delays and suspensions that arise from this.
- 21.4 If during the execution of the work it is necessary that obstacles are removed in whole or in part, these obstacles are only removed and/or replaced at the expense and risk of the Client. The pruning of trees, shrubs and other flora is also at the expense and risk of the Client.

Article 22 - Purchase of goods

- 22.1 In case of purchase of goods by MOS for the execution of the work, the relevant purchase will be made entirely at the expense and risk of the Client. The (purchase / sale) conditions of the original seller or supplier are applicable back to back to the agreement between MOS and its Client.

Article 23 - General obligations of the Parties

- 23.1 Unless explicitly agreed otherwise, the Client is responsible for and will obtain all permits, licenses, road closures and other approvals and measures, which are needed for the Service and Location.
- 23.2 The Client will ensure that the Location is easily accessible, that the Equipment and persons can be mobilized properly and safely and that the Services can commence on the agreed date and can be performed without interruption or impediment.
- 23.3 Client will indemnify, defend and hold harmless MOS against and in respect of all claims, demands, actions and proceedings which are made and/or instituted against MOS and/or subordinates and/or MOS's subcontractors in respect

of any event, losses, costs, fines or damages for which Client is responsible according to this article.

- 23.4 Client shall act in accordance with all rules, regulations, and measures relating to safety, environment, health and working conditions. The Client will ensure that the working conditions at the location (in particular with regard to safety and health) are good and fully in line with the required standards and fully in accordance with the local regulations and requirements.
- 23.5 MOS is obliged to provide all employees hired by it with a basic set of CE-certified and ISO/EN-standardized clothing and PPEs. A basic set of PPEs means:
- Helmet
 - Gloves
 - Safety (sun)glasses
 - Work shoes.
- 23.6 The Client is obliged to provide to all employees engaged by MOS certified and ISO/EN-standardized, effective and suitable project-specific clothing and PPEs, such as but not limited to: lifejackets, special helmets, fall-prevention/climbing/integrated safety belts or harnesses including certified ropes, chains and carabineers etc., overalls with special coating. MOS will ensure that the PPEs are used in the right way and take measures if they are not used or not correctly used.
- 23.7 The Client will guarantee the structural integrity of the Load, including the suitability of the Load for the method used during the activities. Unless explicitly agreed otherwise, the Contractor will not be responsible for the structural integrity of the Load or for the suitability of the Load for the method used.