

General Terms and Conditions of Sale, Lease and Delivery of Marine Equipment Services B.V.



General / Applicability of the terms and conditions

Article 1.

- 1.1. There General Terms and Conditions are applicable to all agreements entered into by **Marine Equipment Services B.V.**, The Netherlands, Chamber of Commerce no. 11057441, hereinafter referred to as '**MES**', with an opposite party, hereinafter referred to as '**the Purchaser**' or '**Lessee**', which is acting in the context of the performance of a profession or the operation of a business. Departure from these General Terms and Conditions is possible in mutual consultation, but is only valid if agreement in the matter is set down in writing.
- 1.2. These General Terms and Conditions will apply to all sales, deliveries, leases and any other assistance/service provided by MES except in those cases where the latter would have expressly stated differently within the offers/agreements, and therefore, the conditions expressly stated therein would have become the particular conditions of the sale and/or delivery. Any other conditions not expressly accepted in writing by MES will be null and void.
- 1.3. These General Terms and Conditions are applicable to all legal relationships between MES and Purchaser or Lessee, including all offers and agreements in which MES commits to deliver or to lease goods, and/or provide services, in which context the use of other terms, such as (assembly) work, may apply to both, and thereby refers to the realisation, in the broadest sense of the word, of the obligations under the agreement.
- 1.4. Any offer/agreement made by MES will rely upon these General Terms and Conditions, which will be applicable from the very moment such offer/agreement is made, as well as from the moment any Purchaser or Lessee places an order with MES or accepts a sale and/or delivery from MES, and will remain in force during their entire (commercial) relationship, notwithstanding the fact that both parties do not mention nor refer to the same anymore in future correspondence, like e.g. new orders/offers/agreements.
- 1.5. The applicability of any terms and conditions of purchase or other terms and conditions, applied by the Purchaser or Lessee, is explicitly excluded, and these other terms and conditions are not binding on MES except and inasmuch as they have been explicitly accepted in writing by MES.
- 1.6. Commercial terms used in quotations, order confirmations or otherwise must be interpreted in accordance with the ICC Rules for the use of Domestic and International Trade Terms of the International Chamber of Commerce, known as the ICC Incoterms 2010, all inasmuch as these are not in conflict with these General Terms and Conditions.
- 1.7. If the order is granted/ the agreement is entered into through the mediation of a representative, this intermediary remains fully responsible – and issues an indemnification – for the full compliance with all obligations, in addition to the

requirement to do so of the principal on behalf of whom or at the expense of whom the order was issued or agreement was entered into.

- 1.8. The applicability of the provision in Title 1 (Purchase and Exchange) and 12 (Acceptance of Work) of Book 7 of the Dutch Civil Code is excluded, as far as is legally possible.
- 1.9. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980) is hereby excluded.

Formation and realisation of an agreement

Article 2

- 2.1 An agreement is not formed until such a time as:
 - (1) a written (or other) offer made by MES within the period set for it is accepted by the Purchaser or Lessee.
 - (2) an order placed or offer made by the Purchaser or Lessee is accepted by MES.The object of and the obligations and arrangements set down in the agreement entered into with MES replaces the verbal and written agreements entered into previously, and can apply equally to the delivery of goods and the performance of services, including the performance of feasibility (and other) studies by or on behalf of MES, including in the context of subsequent orders.
- 2.2 The quotations issued by MES are free of obligation and are open for acceptance during a 14-day period, unless otherwise indicated.
- 2.3 The prices quoted in a quotation are net (applicable taxes not included) and in euros, unless otherwise indicated.
- 2.4 In the event that goods are ordered (including by telephone) through one of the employees of MES, the order is not deemed accepted by MES and the agreement not deemed to have come into being until 7 days have passed after the order was placed, during which time MES has not indicated to the Purchaser or Lessee that it will not be accepting the order.
- 2.5 MES is permitted to increase the prices if, after the agreement is entered into, circumstances occur which result in a price increase, including but not limited to increases in raw materials prices, foreign exchange rate differences, increases in taxes/contributions, collective wage increases and/or other objective circumstances. Such price increases do not entitle the Purchaser or Lessee to dissolve the agreement.
- 2.6 MES is at all times entitled – if in the opinion of MES the financial situation of the Purchaser or Lessee gives cause – to require advance payment, collateral or other guarantee for satisfactory payment, and to suspend realisation of the agreement in whole or in part while awaiting such. In the event that advance payment is not made or such collateral or guarantee is not provided to the reasonable satisfaction of MES, MES is entitled to dissolve the agreement by a mere written declaration and without judicial intervention, without prejudice to the right of MES to compensation and without the Purchaser or Lessee being entitled to any compensation.

- 2.7 All additions to, amendments of and subsequent arrangements in respect of the agreement only apply if these are agreed in writing, including email, and have also been confirmed by the other party in writing.
- 2.8 MES is not liable for imperfections in the advice and information provided by MES. The Purchaser or Lessee cannot derive any rights from advice and information it receives from MES if this is not related to the agreement and/or this advice is provided by MES unrequested.
- 2.9 In the event that the Purchaser or Lessee wishes that the goods must comply with specific requirements/ specifications, it must notify MES to this effect clearly in writing before the agreement is entered into. MES is not responsible and cannot be held liable for non-compliance of the goods to be supplied or the services to be provided with the technical requirements or standards set by law and/or stipulations of the country in which the goods will be used and/or the services will be used. The Purchaser or Lessee is responsible for the drawings and calculations made by or on behalf of it and for the functional suitability (or other efficient suitability) of the materials prescribed by or on behalf of the Purchaser or Lessee.
- 2.10 MES cannot be held liable for errors in images, measurements, weights, qualities and/or prices/pricelists, whether these are made known by means of printed matter or not.
- 2.11 In the event of additional work, as referred to in Article 4.3 of these General Terms and Conditions, the additional work will be calculated on the basis of the value of the price-determining factors applicable at the moment the additional work is carried out, according to the statement of MES.

Force majeure

Article 3

- 3.1 In the event that it becomes apparent after the agreement comes into being, that realisation is burdensome or impossible for MES as a result of force majeure, and inasmuch as realisation of the agreement is still required, MES is entitled to dissolve the agreement or suspend its realisation, in which cases the Purchaser or Lessee will be notified as quickly as possible, in light of the circumstances.
- 3.2 The term force majeure is deemed to mean: a failure to perform on the part of MES which cannot be attributed to it and which means that further realisation of the agreement cannot reasonably be expected of MES. Such a failure to perform can be deemed to have taken place if it cannot be attributed to its negligence, and is not for its account by virtue of law, legal act or generally accepted opinion.
- 3.3 In any event, the following non-exhaustive list of circumstances shall be deemed force majeure:
- natural disasters;
 - diseases of an epidemic nature;
 - wars, international or national armed conflicts and preparations for such conflicts;

- measures of domestic, foreign or supranational government agencies, including but not limited to decisions relating to the imposition of import quotas;
- loss or theft of tools;
- a stoppage of the delivery of necessary parts, materials, raw materials and/or manufactured products;
- the loss of the materials to be processed;
- blockade or obstruction of transport routes, including traffic congestion;
- strike or labour disputes;
- supply cuts by utilities companies.

3.4 The following circumstances are deemed equivalent to force majeure: all those circumstances which prevent or render impossible or make unreasonably burdensome to MES the execution of the agreement or any part thereof in as far as such circumstance occur beyond the reasonable control of one of MES.

3.5 MES will also be entitled to rely on force majeure in the event that the circumstance hindering (further) compliance occurs after MES should have met its obligations.

3.6 In the event that MES has already partially complied with its obligations at the commencement of the force majeure situation, it is entitled to invoice separately the goods already delivered or the work carried out (partially or fully), and the Purchaser or Lessee is required to pay this invoice in full as if it were a separate transaction. In such cases, the Purchaser or Lessee is entitled to the goods already manufactured in the possession of MES (partial deliveries), inasmuch as these are present.

Delivery times and lease period

Article 4

4.1 Any agreed delivery times and the delivery times in an agreement for the sale of goods or the time at which goods are made available for lease, also if these times are included in a quotation, are always estimates and are not binding on MES. Without prejudice to the provisions in Article 3 and also with the exception of cases of force majeure, any overrun of the delivery time does not grant the Purchaser or Lessee the right to dissolve the agreement and/or demand compensation, unless the Purchaser or Lessee can show negligence or deliberate recklessness on the part of MES.

4.2 The delivery time commences when MES has access to all the necessary specifications and data and agreement has been reached regarding all technical details, all necessary data, for example definitive drawings, images, models, etc. are in the possession of MES, any agreed payment or payment instalment has been received and the necessary conditions for the realisation of the commission have been complied with.

4.3 In the event circumstances arise, other than those of which MES was aware at the time it set the delivery time, MES can extend the delivery time by the time which is necessary to realise the commission under these circumstances. If the work cannot be scheduled within MES's planning, it will be completed as soon as MES's planning permits this, in its opinion.

- 4.4 In the event of additional work, which is deemed to include the performance of additional work/services over and above those agreed with MES on the formation of the agreement, the delivery time will be extended by the time necessary for the delivery of the materials and spare parts and for the performance of the additional work. If the additional work cannot be scheduled within MES's planning, it will be completed as soon as MES's planning permits this, in its opinion.
- 4.5 In the event of a suspension of obligations by MES, the delivery time will be extended by at least the duration of the suspension. If continuation of the work cannot be scheduled within MES's planning, it will be completed as soon as MES's planning permits this, in its opinion.
- 4.6 The lease period commences on the agreed time, or at the time at which the leased goods are made available to Lessee, whichever moment is earlier in time.

Performance of work

Article 5

- 5.1 The Purchaser or Lessee guarantees that all ancillary resources and facilities will be present at the location in which the work must be carried out, to make it possible for the work of MES to be performed undisturbed, without interruption or restriction, and at the agreed time.
- 5.2 The Purchaser or Lessee is liable for all damage resulting from loss of, theft of, fire damage or other damage to tools, materials and other goods of MES which are located at the location in which the work is carried out.
- 5.3 If the Purchaser or Lessee does not comply with the obligations set down in Paragraphs 1 and 2 of this article, and as a result of this delays occur in the realisation of the work, the work will be carried out as soon as MES's planning permits this. In case of such delays the Purchaser or Lessee shall reimburse MES for the additional costs incurred, among which but not limited to waiting hours and (additional) inspection costs. Furthermore, the Purchaser or Lessee is liable for all losses incurred by MES as a result of this, but will not be able to claim any reimbursement due to delays to work resulting from the circumstances described in this article.

Purchase, transport, unloading, risk and completion of work

Article 6

- 6.1 Delivery takes place – unless explicitly otherwise agreed – ‘ex-works’ (‘Incoterms 2010’). This means that the goods are deemed to have been delivered to the Purchaser or Lessee as soon as they have left MES's building. The goods to be delivered by MES in an ‘ex-works’ delivery are at the expense and risk of the Purchaser or Lessee from the moment the goods are made available to the Purchaser or Lessee in/at the premises of MES or are loaded into the means of transport or from the moment the goods otherwise leave the building, at which moment the delivery of the goods is deemed to have been completed, irrespective of whether the Purchaser or Lessee has signed for them (sole proof).

- 6.2 In the event that MES commences installation or assembly of the delivered goods, the risk on the goods is transferred at the moment MES makes the goods available to the Purchaser or Lessee at the quayside, in the ship or at another agreed location.
- 6.3 In the event that it becomes clear that an old good must be replaced with a new good by MES, the risk on the old good remains with the Purchaser or Lessee at all times.
- 6.4 MES will package the goods to be delivered by it in the usual manner, which under normal conditions is suitable for the 'ex-works' delivery of goods at the premises of MES where the delivery takes place. If special requirements are made by the Purchaser or Lessee regarding the manner in which the goods ordered by the Purchaser or Lessee are to be packaged, the Purchaser or Lessee must make these wishes known to MES in writing when entering into the agreement. Any additional costs resulting from the special package requirements made by the Purchaser or Lessee will be borne by the Purchaser or Lessee.
- 6.5 In the event that the goods are ready for collection by the Purchaser or Lessee and MES has notified the Purchaser or Lessee to this effect, the Purchaser or Lessee is required to collect the goods immediately. Noncompliance with this obligation entitles MES to store the goods at the expense and risk of the Purchaser or Lessee and/or to keep them stored, and to invoice the Purchaser or Lessee for the storage, without the option that payment can be refused afterwards due to non-collection of the goods.
- 6.6 In the event that the parties – in departure from 'ex-works' delivery ('Incoterms 2010') as determined in Paragraph 1 – explicitly agree in writing that transport will be arranged by MES, that transport takes place on behalf of and at the expense and risk of the Purchaser or Lessee, unless explicitly agreed otherwise.
- 6.7 In the event that the parties – in departure from 'ex-works' delivery ('Incoterms 2010') as determined in Paragraph 1 – explicitly agree that transport by MES takes place at its expense and risk, the goods shall be at the risk of MES until the moment of delivery at the agreed destination. The transport costs will be charged to the Purchaser or Lessee. The Purchaser or Lessee is obliged to unload the goods as quickly as possible after the means of transport has arrived at the delivery location.
- 6.8 When the goods are unloaded, the Purchaser or Lessee must sign for good receipt and the undamaged condition of the goods. If the Purchaser or Lessee engages a third party for receipt of the goods, the Purchaser or Lessee must guarantee this third party's authorisation to act on its behalf and represent it vis-à-vis MES. The delivery to the third party referred to above shall be deemed a delivery to the Purchaser or Lessee, after which MES is indemnified with regard to the realisation of the agreement. The Purchaser or Lessee bears the full risk after delivery to the third party and is liable for any loss occurring, such as that resulting from delay, storage elsewhere, etc., due to receipt of the goods by a third party.

Complaints and guarantee

Article 7

- 7.1 MES does not guarantee that the goods are suitable for the purpose for which the Purchaser or Lessee wishes to use them, even if this purpose has been made known to MES, unless the contrary has been agreed between the parties in writing.
- 7.2 The Purchaser or Lessee must inspect the goods on delivery for any deviations from that agreed. In the event that the Purchaser or Lessee ascertains damage upon collection or delivery of the goods, it must notify MES in writing to this effect immediately. Any complaints must be submitted to MES in writing immediately, and must in any event be received by MES within 7 days of the delivery date. After the end of this period, the delivered items are deemed to have been accepted by the Purchaser or Lessee irrevocably and unconditionally. In the event that there is no opportunity at the time of delivery for inspection of possible damage, the Purchaser or Lessee must give notification to this effect in writing or electronically no later than at the moment of delivery.
- 7.3 If the complaint of the Purchaser or Lessee is deemed to be correct in the opinion of MES, with due observance of the above provision, MES can choose between repair and re-delivery/ replacement of the goods. The Purchaser or Lessee must keep the faulty goods available for MES. The Purchaser or Lessee must in any event offer MES the opportunity in every circumstance to remedy any fault or perform the process again, always at the originally agreed delivery/realisation location.
- 7.4 The goods can only be returned to MES with its prior written permission. With the exception of faults observed by the Purchaser or Lessee, the goods must be properly delivered to the premises of MES in the event of a return shipment. MES explicitly reserves the right to inspect the goods, or have them inspected, at the location in which they are located.
- 7.5 Each claim against MES lapses by the mere passing of the guarantee period of 12 months after delivery of the goods. No new guarantee is given for goods which have been repaired or replaced in accordance with the provision in 7.3.
- 7.6 No guarantee is provided, without prejudice to the provision in 7.5, for faults which are the result of:
- normal wear and tear;
 - inexpert use;
 - maintenance not carried out or carried out incorrectly;
 - installation, assembly, modification or repair by the Purchaser or Lessee or by third parties;
 - no guarantee is provided for goods delivered which were not new at the moment of delivery.
- 7.7 The Purchaser or Lessee can only invoke the guarantee as referred to above after it has complied timely with all its obligations to MES.

Liability

Article 8

- 8.1 Each liability of MES is limited to compliance with the guarantee obligations as described in Article 7 of these Terms and Conditions. MES is not liable for faults/shortcomings in delivered goods or performed services, with the exception of faults/shortcomings which occur as a result of gross negligence or wilful misconduct on the part of MES itself. Liability of and for auxiliary persons, including subordinates, is excluded.
- 8.2 MES shall under no circumstances be liable for any faults/shortcomings in delivered goods, irrespective of their nature, in case those goods form part of, or will be incorporated in an extended or larger system and not all parts of that complete system are purchased from MES.
- 8.3 MES is not liable for consequential loss, including for example business cessation loss, loss of profits, jetty rent, port dues, loss relating to environmental contamination, docking charges, assembly and disassembly, etc., and damage, of whatsoever nature, including theft or loss, to goods supplied or owned by the Purchaser or Lessee, caused during the period that MES, or anyone else on its behalf:
- a. has possession of these goods, e.g. in control, in deposit, leased, in use, for the purpose of transport, in order to process or in order to treat, etc. and/or
 - b. carries out work, in or outside the company of MES, e.g. examinations in order to make quotations, assessing technical problems, examining/assessing samples, etc.
- 8.4 If and inasmuch as any liability exists in law on the part of MES, such liability shall be limited to the amount of compensation payment made by the insurance company. In the event that the insurance company does not pay out in a given case – irrespective of the reason for this – or the loss is not covered by any insurance policy, any liability of MES shall be limited to the invoice value of the individual good (component) delivered or service provided for which MES committed itself.
- 8.5 The Purchaser or Lessee indemnifies MES against all third-party claims relating directly or indirectly to the realisation of the agreement and/or the delivered goods.
- 8.6 MES is not liable for loss, of any nature whatsoever, occurring as a result of MES relying on incorrect and/or incomplete information provided by or on behalf of the Purchaser or Lessee.
- 8.7 The Purchaser or Lessee indemnifies MES against all third-party claims due to product liability as a result of a fault in a product supplied by the Purchaser or Lessee to a third party and which consisted wholly or partly of products and/or materials supplied by MES.

Permits and exemptions

Article 9

The Purchaser or Lessee will ensure that all permits, exemptions and other decisions required are obtained in good time. The non-acquisition of a permit and/or exemption and/or other

decisions can never be a valid reason for the Purchaser or Lessee to dissolve/cancel the agreement/commission, or to charge the additional expenses, such as waiting hours, etc.

Dissolution and Suspension

Article 10

- 10.1 MES can dissolve/terminate the agreement prematurely in writing by means of an extrajudicial declaration to this effect. In the event that MES dissolves/terminates the agreement, the Purchaser or Lessee is in any event required to reimburse the costs already incurred, including e.g. inspection costs.
- 10.2 MES is authorised to dissolve/terminate the agreement, wholly or partially, with immediate effect without judicial intervention by means of a written notification to the Purchaser or Lessee - without prejudice to the obligation of the Purchaser or Lessee to reimburse the goods/work already delivered/performed - in the event that:
- the Purchaser or Lessee is declared bankrupt;
 - the Purchaser or Lessee does not meet its obligations resulting from the agreement entered into;
 - the Purchaser or Lessee is granted a moratorium, whether provisionally or otherwise;
 - the Purchaser or Lessee is dissolved or put into liquidation;
 - a cessation of the business operations of the Purchaser or Lessee or de facto termination of its business takes place;
 - if the Purchaser or Lessee's goods are wholly or partially attached by third parties.
- 10.3 MES is entitled to terminate or suspend implementation of its obligations ensuing from the agreement or these General Terms and Conditions in the event that the Purchaser or Lessee does not comply with an obligation arising from the agreement or these General Terms and Conditions, or in the event that MES has cause to assume that the Purchaser or Lessee will not be able to comply with these obligations. In such cases, MES can never be held liable for any consequences ensuing therefrom.
- 10.4 In case of a lease agreement, MES and the Lessee are equally entitled to terminate such agreement only if concluded for an indefinite period, at the end of a week (Friday before 17:00 hours local Dutch time) for convenience and in observance of a termination period of at least two (2) weeks. The above applies without prejudice to all of the other provisions in this article.

Payment

Article 11

- 11.1 The Purchaser or Lessee will pay the amounts invoiced to it, in the currency stated on the invoice, to MES no later than 30 days after the invoice date.
- 11.2 All amounts charged to the Purchaser or Lessee must be paid in full without discount, deduction, setting off or other form of setting off of debts. At no time shall the Purchaser or Lessee be entitled to suspend its obligations.

- 11.3 Without prejudice to the provision in Article 2.6, in the event that MES has cause at any moment to doubt the creditworthiness of the Purchaser or Lessee, MES shall be entitled to request, before further performance, that the Purchaser or Lessee make an advance payment of the total or partial invoice amount or that it provides collateral to the satisfaction of MES, up to the amount which MES may be owed by the Purchaser or Lessee under the agreement in question at that moment or in the future. The Purchaser or Lessee shall be required to comply with this request.
- 11.4 In the event that it is agreed that payment will take place in advance and/or if collateral is provided by way of documentary credit, bank guarantees and/or other documents usual in international commerce and payment, the Purchaser or Lessee will guarantee that these will at all times take place through a reputable bank, in the opinion of MES.
- 11.5 In the event that the Purchaser or Lessee does not meet its payment obligations within the set period, the Purchaser or Lessee will owe the vendor/ commissioned interest on all amounts which are not paid by the final day of the payment period, equal to 1 % of the invoice price for every month or part of the month by which the term of payment has been exceeded. This interest is owed from the due date up to the date of payment in full, without the requirement of any further notice of default and without prejudice to the other rights of MES. MES is also authorised in such cases to wholly or partially dissolve the agreement without judicial intervention, retroactively as appropriate. The Purchaser or Lessee is liable for damage and loss suffered by MES and costs incurred as a result of such a dissolution, including loss of profits.
- 11.6 Payments are allocated first to the costs, then to the interest and finally to settlement of the principal amount. All collection and other costs reasonably incurred by MES in and out of court as a result of noncompliance or late compliance by the Purchaser or Lessee with its payment obligations shall be borne by the Purchaser or Lessee. The extrajudicial costs are determined at 15% of the invoice amount, with a minimum of EUR 1,000.

General lease obligations

Article 12

- 12.1 With respect to the use of the leased goods, the Lessee is required to conduct itself in manner befitting a proper lessee, and the Lessee shall ensure that the lease may commence on the agreed date, and may be executed without interruption or impediment.
- 12.2 The Lessee acknowledges that the leased goods are and shall always remain the property of MES and/or MES' supplier(s) and/or MES' subcontractors.
- 12.3 The Lessee will lend its cooperation to MES, at no cost, which MES reasonably needs in order to perform its services, including yet not limited to the supply of materials and/or means. The Lessee will provide all that information to MES, at no cost, which is reasonably necessary in order for MES to execute the Lease including yet not limited to relevant technical documentation.

- 12.4 The Lessee is fully responsible for all of the (auxiliary) personnel and/or all of the materials and/or all of the means it supplies in support of the lease.
- 12.5 The Lessee is not entitled to lease or sublease the leased goods and/or to allow the establishment of any rights of any nature, including yet explicitly not limited to a(n) (undisclosed) pledge in or on the leased goods. The Lessee is not permitted to permanently attach the leased goods to the land and/or the building(s) or any other movable or immovable property which would result in the goods becoming a component of that property. The Lessee is not authorised to sublease the leased goods unless it has expressly been agreed otherwise with MES in writing beforehand.
- 12.6 The Lessee is required to ensure that any identification plates, marks and numbers found on the leased goods at the commencement of the lease agreement remain on the leased goods.
- 12.7 The Lessee is required to take proper care of the leased goods, and to use the leased goods with due care. The Lessee is responsible and liable to MES for any defects and/or damage inflicted upon the leased goods during the agreed lease period.
- 12.8 The Lessee shall assemble and dismantle the leased goods unless it has expressly been agreed otherwise in writing with MES.
- 12.9 Before 'close of business' at the last day of the agreed lease period, or immediately upon the termination of the lease agreement, irrespective the reason or ground, if this comes first, the Lessee is required to make the leased goods available to MES, at its own expense, by returning the leased goods to a factory or warehouse designated by MES, unless it has expressly agreed otherwise with MES in writing. The Lessee must return the leased goods to MES in good and working condition. In all cases, MES is authorised to remove the leased goods from Lessee's premises itself at the end of the lease period, and at the Lessee's expense.
- 12.10 During the agreed lease period, or at least from the time delivery has been taken of the leased goods up to their redelivery or return to MES, the Lessee must 1) conclude and maintain an insurance policy with coverage in the amount of the new value of the leased goods as indicated by MES and which provides, at a minimum, adequate coverage in the event of loss, property damage and injuries caused during and/or by the work and/or the cargo and/or the operation of the leased goods by or under the responsibility of (personnel of) the Lessee and/or the Lessee's sub-contractors, as well as with respect to all of the Lessee's other liabilities, and 2) conclude an insurance policy for the duration of all transport, whether or not this falls under the scope of the services to be provided by MES, whereby MES shall be assigned as the (co-) insured party on the policy, such that MES will have a direct right of action under the transport insurance policy.
- 12.11 At the request of MES, the Lessee will provide a copy of the insurance policy.
- 12.12 The Lessee is not entitled to cancel, terminate, dissolve, suspend or rescind the agreement concluded for a fixed term unless the commencement or progress of MES' performance is delayed for a period of at least sixty (60) days as a result of circumstances for which MES is responsible.

Retention of Title and Pledge

Article 13

- 13.1 After delivery, MES remains owner of the delivered goods for as long as the Purchaser:
- fails or will fail to comply with its obligations resulting from these General Terms and Conditions and the agreement(s) to which these would be applicable;
 - has not paid or will not pay for work carried out or still to be carried out under such agreements;
 - has not settled claims arising from noncompliance with the abovementioned agreements, such as damage/loss, penalties, interest and costs.
- 13.2 As long as a retention of title rests on delivered goods, the Purchaser or Lessee is not permitted to encumber or alienate these outside its normal business operations, except with the written permission of MES.
- 13.3 After MES commences recovery action, or otherwise invokes its retention of title, it is entitled to repossess the delivered goods. The Purchaser or Lessee grants MES permission to enter the location in which these goods are located.
- 13.4 In the event that MES cannot effectively invoke its retention of title, or cannot exercise it without restriction, for example because the goods delivered have been mixed, transformed or inspected, MES shall have a pledge on the newly formed goods, or the goods of which the delivered goods have become a part. If necessary, the Purchaser or Lessee is required to pledge the goods to MES, or have them pledged to MES.

Intellectual Property

Article 14

- 14.1 Unless otherwise agreed in writing, MES reserves all intellectual property rights to the designs, images, drawings, tests and models, software, etc. provided by it, which also includes catalogues and the designs, drawings, schedules, figures and information contained therein and which are not legally binding and on which no claims whatsoever can be based.
- 14.2 The documents referred to in Paragraph 1 remain the property of MES, irrespective of whether or not the costs for their creation have been charged to the Purchaser or Lessee. The Purchaser or Lessee is prohibited from reproducing, publishing or commercialising this data, unless it has the explicit written permission of MES.
- 14.3 The Purchaser or Lessee is required to return the documents provided as referred to in Paragraph 1 of this article to MES within the period stated in this context by MES, at the first request of MES. An infringement of the provision in this article will result in liability on the part of the Purchaser or Lessee, and MES will be entitled to claim compensation from the Purchaser or Lessee.

14.4 The Purchaser or Lessee indemnifies MES against every third-party claim in respect of the use of drawings, samples, models, etc., provided by or on behalf of the Purchaser or Lessee.

Disputes

Article 15

15.1 These General Terms and Conditions and all agreements with MES are subject to Netherlands law.

15.2 Unless otherwise agreed upon in writing, all disputes which arise under or in the context of the agreement or these General Terms and Conditions shall be brought before the competent court in Rotterdam, the Netherlands, on the understanding that MES is entitled to bring claims against the Purchaser or Lessee either before the court in the place of residence or establishment of the Purchaser or Lessee or before any other court, including simultaneously, if the purchaser/ commissioned party deems it appropriate.

Nullity

Article 16

In the event that any provision in these General Terms and Conditions is declared null, this will not affect the validity of the other provisions.

Amendments

Article 17

MES is authorised to make amendments to these General Terms and Conditions. These amendments will come into force at the agreed time of entry into force.

MES will send the amended General Terms and Conditions to the other party in good time. In the event that no time of entry into force has been agreed, amendments come into force vis-à-vis the other party as soon as it has been notified of the amendment.

*These General Terms and Conditions were filed with the Chamber of Commerce, the Netherlands on 26 october 2015 under number 01/2782958.
All earlier General Terms and Conditions are thereby revoked.*

