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## GENERAL TERMS, CONDITIONS & LIMITATIONS

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### 1. ACCEPTANCE.

Controlany Marine Inspections B.V. (hereinafter referred to as “Controlany Marine Inspections”) offers and will accept orders for services only under Controlany Marine Inspections General Terms, Conditions and Limitations (the “Terms”).

Controlany Marine Inspections performs its services for only on customer unless Controlany Marine Inspections is expressly notified in writing prior to performing the services that such services are for the benefit and account of more than one party each such party has received a copy of the Terms (each such party, collectively and individually, being hereinafter referred to as “Customer”), but Controlany Marine Inspections may rely completely on the instructions received from the first nominating Customer without consultation with any other Customer and may use its own discretion in resolving conflicts, discrepancies and/ or ambiguities in or among Customer communications with Controlany Marine Inspections. These Terms replace and supersede any terms and conditions previously used by Controlany Marine Inspections and / or Customer to the extent of overlap, duplication and/or conflict there between. There may be other documents between Customer and Controlany Marine Inspections dealing with commercial issues such as pricing and invoicing for example, but in the absence of such other documents, Controlany Marine Inspections standard commercial terms are payment in full without setoff or discount within twenty one (21) days of the date of Controlany Marine Inspections invoice, with interest on any amounts due but unpaid to Controlany Marine Inspections accruing until payment thereof at the lesser of (i) the highest lawful rate of interest permitted by applicable law or (ii) one point twenty-five percent (1.25%) per month. If unpaid amounts are collected through a collection agent, legal proceedings or by attorney, Customer shall pay all reasonable administrative charges, costs, attorney’s fees, and agent’s fees associated with such collections procedures or efforts, not exceeding the maximum amount allowed for extrajudicial collection costs under applicable Dutch law.

### 2. CUSTOMER RESPONSIBILITY.

Customer shall at all times be responsible for the complete care, custody, and control of its premises where the services are or will be performed (the “Site”) and shall provide a safe environment for Controlany Marine Inspections employees and representatives to perform Controlany Marine Inspections.

### 3. NO GUARANTESS.

Controlany Marine Inspections expressly advises that it is neither an insurer nor guarantor of the quality or quantity of any inspected or analysed product and disclaims any liability in such capacity.

### 4. HOLD HARMLESS.

Customer releases and shall save, indemnify, defend and hold Controlany Marine Inspections its employees, officers, directors, agents, affiliates, subsidiaries, franchisees, intermediaries and each parent of Controlany Marine Inspections (herein called and "Indemnified Person") harmless from and against any and all liabilities, losses or damages, claims, demands, causes of action, suits and associated expenses (including, but not limited, to all court costs, expert witness fees, investigative expenses and attorney's fees (the "Litigation Expenses"), and awards arising in favour of Customer or any third party as a result of, and/ or the transportation, handling, or disposal of Customer's property (including samples): (i) injury, disease, or death to persons, (ii) damage to, loss of, or loss of use of property (including pollution, damage to any surface water, or damage to any storage tank, vessel or other Site), and/ or (iii) financial loss of every kind of character, and (iv) delay or failure to perform the services due to causes beyond Controlany Marine Inspections control.

### 5. EXTEND OF INDEMNITY.

The indemnities in the Terms shall not apply to any of the foregoing losses, costs, damages, or injuries caused solely by the gross negligence or wilful misconduct of Controlany Marine Inspections or its employees. Further, this indemnity shall specifically apply to losses, claims, damages, liabilities, awards, demands, Litigation Expenses, suits or causes of action of every kind and character arising out of or in connection with the foregoing indemnities will be in addition to any liability that the Customer might otherwise have in Controlany Marine Inspections and the other Indemnified Persons. To the extent necessary under applicable law, Customer agrees that its indemnity obligation will be sufficiently supported by available liability, insurable coverages to be furnished by Customer.

### 6. NO CONSEQUENTIAL DAMAGE.

In no event shall Controlany Marine Inspections be liable to Customer for indirect, punitive, special incidental, or consequential damages (including, without limitation, loss or profit or business interruption).

Litigation Expenses or other fees (including without limitation, attorney's fee, court costs, and / or pre- or post-judgement interest), or any other expenses or costs incurred by Customer or any other party in any litigation against or involving Controlany Marine Inspections or any Indemnified Person in connection with this Agreement or any service provide under this Agreement even if Customer is the prevailing party.

\*\*The limitations and exclusions of liability set forth in this Article 6 and Article 7 shall not apply in the event of wilful misconduct or gross negligence on the part of the managing directors of Controlany Marine Inspections.

### 7. LIMITATION OF LIABILITY.

All claims must be made in writing within 30 days after delivery of the Controlany Marine Inspections report regarding the work/ services or such claim shall be deemed as irrevocably waived.

Controlany Marine Inspections liability under this Agreement or in connection with any service hereunder will not exceed the amount equal to five (5) times the charges payable for the services which are the subject matter of the alleged liability or the amount of USD 10.000 whichever is less.

*Controlany Marine Inspections B.V.*

[www.controlany.nl](http://www.controlany.nl)

For all assignments and all services rendered we bring to your attention that our General Terms and Conditions are applicable, which can be viewed at the Chamber of Commerce in Rotterdam or downloaded from our web site. We reserve the right to change or supplement this report at any time.

This remedy shall be the sole and exclusive remedy against Controlany Marine Inspections arising out of its work. Customer acknowledges that from time to time circumstances may arise under which Controlany Marine Inspections may need to engage the services of third parties or purchase goods made by third parties in connection with Controlany Marine Inspections services: under no circumstances shall Controlany Marine Inspections be held liable for any such services or goods and accepts no responsibility for analysis result produced in laboratories operated by third parties, regardless of whether Controlany Marine Inspections witnessed such analysis.

#### 8. NO THIRD PARTY BENEFICIARIES: NO RIGHT OF RELIANCE.

Controlany Marine Inspections shall have no responsibilities or liability for Customer's or any third party's use of or reliance on the data, information, or reports furnished by Controlany Marine Inspections. Customer is securing services hereunder for his own account and not as an agent or broker, or in any other representative capacity, for any other person or entity. It is agreed and acknowledged that there are no third party beneficiaries to this Agreement, and that no third party may rely on such data, information, or reports, except with the express prior written consent of Controlany Marine Inspections. Customer represents, warrants, and agrees that said data, information, and reports are not requested, nor shall be used or relied upon, in connections with or as part of, the securing, amendment, renewal, or extension of any loan from any financial institution or other lender or the certification to or contracting with, directly or indirectly, any governmental agency or department. The original written report carrying the signature of the authorized representative of Controlany Marine Inspections serves as the only and exclusive proof of the content of any information provided by Controlany Marine Inspections to Customer, regardless of whether such information is also supplied by other means ( such as electronically).

#### 9. REPORTING.

Any report, certificate or statement submitted to Customer other than in written form bearing the signature of the authorized representative of Controlany Marine Inspections shall be deemed to have been issued at the request of and for the risk of Customer, and Controlany Marine Inspections shall not be responsible and / or liable for any deviation between information in such report, certificate or statement and the information in the original written report by such representative.

#### 10. LEGAL CONSTRUCTION, INTERPRETATION AND VENUE.

This Agreement shall be governed by and interpreted in accordance with the laws of The Netherlands. Any disputes arising out of or in connection with this Agreement shall be exclusively submitted to the competent court in Rotterdam, The Netherlands.

#### 11. AMENDMENT.

No amendment of or deviation from, and no waiver of, the terms set forth herein shall bind Controlany Marine Inspections unless in writing and signed by a duly authorized officer or managing director of Controlany Marine Inspections.

#### 12. LANGUAGE.

These conditions are originally drawn up in the English language and the ruling language is English.

#### 13. REGISTRATION.

Above mentioned conditions were lodged at the Chamber of Commerce at Rotterdam, the Netherlands.

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