

## GENERAL TERMS AND CONDITIONS – CONTROL UNION VESSEL PERFORMANCE CENTRE

### 1. AGREEMENT & TERMS

- 1.1** These **General Terms and Conditions (VPC Terms)**, together with the **Proposal**, and the **Annex I. Scope of Services**, form the entire agreement between the person or entity to whom the Proposal is addressed and from whom the instructions are received (**Principal**), and Control Union Vessel Performance Centre B.V. (**Company**) for the provision of the services contemplated therein (**Agreement**), and as fully described in Annex I (**Services**). The Principal and Company are jointly referred to as the **Parties** and each individually as a **Party**.
- 1.2** The Parties agree that any terms and conditions of the Principal shall not apply to the Agreement (not even additionally).
- 1.3** No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each Party.
- 1.4** If any provision of this Agreement is or becomes invalid, illegal or unenforceable, either in whole or in part, such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of the remaining provisions, or any part thereof, of this Agreement, all of which will remain in full force and effect.
- 1.5** Should there be any conflict or inconsistency between the provisions of the documents attached to or referred to in this Agreement, the following order of prevalence shall apply (to the extent of the conflict or inconsistency): (i) The Proposal; (ii) Annex I. Scope of Services; (iii) These VPC Terms.

### 2. RELATIONSHIP OF THE PARTIES

- 2.1** The Parties are independent legal subjects; nothing in this Agreement and no action taken by the Parties shall constitute an agency, partnership, joint venture, association or any relationship other than what is provided in this Agreement.
- 2.2** This Agreement shall not prevent the Company from entering into similar agreements with third parties or from independently developing, using, selling or licensing material, products or services which are similar to those provided under this Agreement.

### 3. SERVICES

- 3.1** Company shall provide the Services to the Principal in accordance with the terms of this Agreement, the Principal specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice and with such methods as the Company considers appropriate on technical, operational and/or financial grounds. Company shall perform the Services in a manner consistent with that level of care and skill ordinarily exercised by other entities providing like services in similar circumstances.
- 3.2** The Company shall be entitled at its discretion to delegate the performance of the whole or any part of the Services to any agent or subcontractor.
- 3.3** From time to time, Principal shall purchase certain Services from Company by the issuance of a written request, detailing the Services, and any other significant matters relating to the Services ("PO"). All PO will be subject to and governed by this Agreement. Each Service PO not accepted by Company within two (2) business days of issuance is deemed to be rejected by Company. PO may be transmitted electronically and does not need to be signed by the Parties to become enforceable.
- 3.4** Company undertakes to perform the Services on the milestones set forth in an applicable PO. The milestones shall not be deemed to be fixed deadlines.
- 3.5** In the event that the Principal samples the products or materials to be tested and/or analysed by PVPC:
- 3.5.1** The Principal shall provide PVPC with a sufficient amount of samples necessary for the performance of the Services;
- 3.5.2** Samples will be delivered by the Principal Delivered Duty Paid (DDP) (Incoterms 2010) at PVPC's premises;
- 3.5.3** The Principal shall ensure the proper packing, in accordance with applicable law, using standard protection measures and shall ensure that each consignment of samples is accompanied with information in respect of safety, environment and health hazards, including toxicity, flammability, reactivity and corrosiveness, together with health precautions to be observed; and
- 3.6** The PVPC makes no guarantee that results will always be accurately or acceptably reflecting any actual event or situation. Results may be influenced by external circumstances including, but not limited to, the condition of the samples when received by PVPC or their representativeness, and the impact of contaminants or undisclosed/unknown substances contained in a sample.
- 3.7** PVPC shall not bear any responsibility if the sampling, sampling plan or the range of analysis prove to be insufficient or inappropriate. Principal's interpretations, assessments and conclusions derived from the results of the Services provided by PVPC are solely Principal's responsibility.
- 3.8** The Principal acknowledges that any samples provided or drawn may become damaged or be destroyed in the course of testing as part of the necessary testing process or transportation and undertakes to hold Company harmless from any and all liability for such alteration, damage or

destruction. Notwithstanding anything to the contrary herein, Principal will retain the risks of delay, loss or damage to all samples during shipment.

- 3.9** The Principal understands that reliance on any reports issued or supplied by Company under this Agreement are limited to the facts and representations set out in such reports which represent Company's view and or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services. Furthermore, the Principal is responsible for acting as it sees fit on the basis of the use of the reports produced by Company. The Company shall not be liable for any loss or damage to the Principal or any third party for any actions taken or not taken on the basis of the use of the reports or the Services.
- 3.10** Principal may request the Company to (i) re-perform any Services completed and/or review the substance and accuracy of any related report produced hereunder or (ii) correct any inaccuracies or errors in any such Services and/or reports (**Additional Work**); provided that Principal shall have submitted such request to Company within seven (7) days after the delivery by Company of the report. If such request is submitted, Company will within a commercially reasonable period of time perform the Additional Work requested to the extent deemed necessary, advisable or appropriate by Company, at its sole discretion. If, upon completing such Additional Work, Company confirms the original results, then Principal shall be charged for any Additional Work. However, Principal shall not be charged for any Additional Work performed by Company to correct inaccuracies or errors made by Company in the Services or Reports originally performed or produced by Company. Notwithstanding the provisions herein, Principal acknowledges and agrees that re-testing of samples after seven (7) days period may produce results other than those originally observed.
- 3.11** As part of the Services, and as further described in Annex I, Company provides the Principal with services consisting of internet access to application software (**Software**) and the use of that Software by Principal at its remote computer location for the purpose of receiving or accessing information related to the samples, reports or any other relevant information produced by Company in the performance of the Services.
- 3.12** Company hereby grants to Authorized Users of Principal, subject to the terms of this Agreement, a non-exclusive, non-transferable license to access and use the Software for the Principal's business purposes and in relation to this Agreement. For the purpose of this clause, **Authorized Users** shall mean those employees of Principal who are entitled to use the Software under this Agreement, and who are identified in writing.

### 4. CO-OPERATION OF THE PRINCIPAL

- 4.1** The Principal shall cooperate with Company in all matters relating to the Services and as required by Company for the proper and timely performance of the Services.
- 4.2** The Principal shall ensure that instructions to the Company and sufficient information are given timely to enable the timely provision of the Services.
- 4.3** The Principal shall procure all necessary access for the Company's representatives to enable the required Services to be performed effectively and shall supply, if required, any special equipment and personnel necessary for the performance of the required services.
- 4.4** The Principal will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of Services. Furthermore, Principal shall inform the Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- 4.5** Principal shall take all necessary steps to eliminate or remedy any obstruction to or interruptions in the performance of the required Services.
- 4.6** The Company shall not be liable for any breach of this Agreement to the extent that such breach is a direct result of a failure by the Principal to comply with its obligations set forth in this Agreement.

### 5. FEES AND PAYMENT TERMS

- 5.1** The Principal shall pay the Company the fees and charges as set out in the Proposal. The fees and charges are expressed exclusive of any applicable taxes. The Principal shall pay any applicable taxes on the fees and charges at the rate and in the manner prescribed by law.
- 5.2** The Principal acknowledges that pricing factors such as salaries and/or rates are subject to change between the effective date of the Agreement and the termination of the Agreement; therefore, Principal agrees Company has the right to adjust the fees accordingly. Any increases or changes in the fees shall be agreed upon in advance in writing by the Company and the Principal.
- 5.3** The Principal will punctually pay not later than thirty (30) days after the relevant invoice date or within such other period as may have been agreed in writing by the Company all proper charges rendered by the Company failing which interest will become due at the rate of five (5) per cent per annum from the date of invoice until payment.

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- 5.4 The Principal shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, cross claim or set off which it may allege against the Company.
- 5.5 In the event of any suspension of payment arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the Principal the Company shall be entitled to suspend all further performance of its services forthwith and without liability.
- 5.6 In the event that any unforeseen problems or expenditure arise in the course of carrying out any of the Services, the Company shall be entitled to make additional charges to cover additional time and cost necessarily incurred to complete the Services.
- 6 LEGAL COMPLIANCE**
- 6.1 The Parties shall comply with all applicable laws, statutes and regulations from time to time in force having jurisdiction over this Agreement. In the event any changes or additions to the laws, rules or regulations in connection with the Services: (i) require that Company changes the manner in which it performs the Services and/or (ii) impose additional expenses, charges, fees and costs applicable to Company and/or the Principal will promptly reimburse Company for any and all incremental costs incurred by Company under this Agreement and the applicable PO as a result thereof.
- 6.2 Both Parties shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the General Data Protection Regulation 2016/679 (“GDPR”) and shall comply with all applicable requirements of the GDPR. The Parties shall, to the extent they process personal data in connection with the Services, or otherwise in connection with this Agreement, take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data) in line with the GDPR.
- 7 CONFIDENTIALITY**
- 7.1 For the purposes of this clause, “**Confidential Information**” means all information of a Party that: (a) is disclosed in the course of the provision of Services pursuant to this Agreement; and (b) (i) howsoever disclosed, is marked, stamped or identified as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, howsoever disclosed, which would-reasonably be considered to be confidential by the receiving party. Confidential Information does not include information that (i) is properly in possession of the receiving party prior to or at the time of the disclosure; (ii) prior to the disclosure becomes part of the public knowledge; or (iii) comes into the possession of receiving party from a third party that was not subject to any confidential restriction.
- 7.2 All the Parties undertake, during the term of this Agreement, not to disclose any Confidential Information it may come to obtain by virtue of the Services, except where the disclosure is required by law or regulatory authority. Furthermore, the parties shall use the confidential information only for the purposes of performing its obligations under this Agreement. The Parties shall ensure that their directors, subcontractors and employees are made aware of and fully comply with these confidentiality obligations.
- 8 INTELLECTUAL PROPERTY RIGHTS**
- 8.1 “**IPR**” means any copyrights, trademarks (registered or un-registered), patents (including the right to apply for a patent and applications), service marks, design rights, trade secrets and any other intellectual property rights howsoever existing.
- 8.2 The Principal agrees that it will not use the IPR of Company or any reports issued by the Company pursuant to the Agreement in a misleading manner and that the Principal shall not distribute or publish the content of any IPR, reports or any extracts, excerpts or parts thereof, without the prior written consent of the Company. Furthermore, neither Party shall, without having obtained the prior written consent from the other Party, make use of the IPR of the other Party for publicity purposes, nor shall publish information in connection with this Agreement.
- 8.3 In relation to the Software, Principal shall not attempt to copy, duplicate, modify, and distribute all or any portion of the Software. The Principal shall use reasonable endeavours to prevent any unauthorized access to, or use of, the Software and notify the Company promptly of any such unauthorized access or use. Furthermore, the Principal acknowledges and agrees that the Company and/or its licensors own all IPR in the Software. Except as expressly stated herein, the Agreement does not grant the Customer any right to, or in, IPR or any other rights or licenses in respect of the Software.
- 9 LIABILITY**
- 9.1 The liability of the Company in contract, tort, negligence, breach of statutory duty, misrepresentation, strict liability, warranty, or otherwise for any breach of this Agreement and/or any failure to exercise due skill and care by the Company or any matter arising out or in connection with the Services to be provided in accordance with this Agreement shall in no circumstances exceed a total aggregate sum equal to ten (10) times the amount of the fee or commission payable in respect of the specific Services required under a particular PO which gives rise to such claims. Neither Party excludes or limits its liability to the other Party for the fraud, gross negligence or wilful misconduct of its directors.
- 9.2 The Parties shall have no liability in respect of any claims for indirect or consequential loss including loss of profit and/or loss of future business and/or loss of production and/or cancellation of contracts entered into by the Principal.
- 9.3 Where the fee or commission payable relates to a number of Services and a claim arises in respect of one of those Services, the fee or commission shall be apportioned for the purposes of this paragraph by reference to the estimated time involved in the performance of each Service.
- 9.4 The Principal shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any services to the extent that the aggregate of any such claims relating to any one service exceed the limit mentioned in Clause 8.1.
- 9.5 Every officer, employee, agent or subcontractor of the Company shall have the benefit of the limitation of compensation and the indemnity contained in these VPC Terms and so far as it relates to such limitations any contract entered into by the Company is entered into not only on its own behalf but also as agent and trustee for every such person as aforesaid.
- 9.6 The Company shall be discharged from all liability to the Principal for all claims for loss, damage or expense unless suit is brought within one (1) year after the date of the performance by the Company of the service which gives rise to the claim or in the event of any alleged non-performance within one (1) year of the date when such service should have been completed.
- 10 FORCE MAJEURE**
- 10.1 Company shall not be liable to the Principal for a delay in performing or failure to perform any of its obligations under this Agreement to the extent such delay or failure could not have foreseen by Company or the cause is beyond its control, including, but not limited to: (i) act of God (including, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods, maritime or aviation disasters); (ii) riot, (civil) war, hostilities (whether war be declared or not), invasion, act of terrorism, mobilisation, requisition, piracy, rebellion, revolution, insurrection of military or usurped power; (iii) any nationwide or statewide strikes, lockouts or other labor difficulties; (iv) shortage of or inability to obtain appropriate transportation; (v) any utility services or companies’ failures or delays (internet, gas or electricity services providers) (vi) any government requisition, control or intervention, requirement or interference (vii) epidemics or pandemics (“**Force Majeure**”).
- 10.2 If Company is affected by a Force Majeure, it shall: (i) promptly notify the Principal in writing of the Force Majeure, the cause and the likely duration of the delay or non-performance of its obligations; and; (ii) use all reasonable endeavors to avoid or mitigate the effects of the Force Majeure and continue to perform or resume performance as soon as reasonably possible.
- 10.3 In the event of Force Majeure, the Principal will pay to the Company: (i) the amount of all abortive expenditure actually made or incurred, and (ii) a proportion of the fee equal to the proportion (if any) of the Service actually carried out. The Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required Services.
- 11 DURATION & TERMINATION**
- 11.1 This Agreement shall come into force on the date when the last counterparty signs it and be valid for 1 (one) year. From then onwards, it shall be renewed on an annual basis unless either Party notifies the other of its intent to terminate this Agreement not less than 30 (thirty) days before the end of the then current term or unless the parties mutually agree to terminate it.
- 11.2 All warranties of the Parties hereunder shall survive the termination of this Agreement. Termination shall not affect rights and liabilities of any Party which may have accrued on or before the date of termination.
- 11.3 Upon termination of this Agreement, the Software license granted under this Agreement shall be immediately terminated.
- 11.4 The confidentiality obligations of the Parties under Clause 6 shall survive for three years after termination of this Agreement. Within thirty (30) days from the date of termination or expiration of the Agreement, the receiving party shall cease to use the Confidential Information and shall promptly return or destroy all Confidential Information, together with any copies or extracts thereof. The Principal agrees that the Company may retain the Principal’s Confidential Information in its archive for the period required by its quality and assurance processes or by applicable law.
- 12 DISPUTES, APPLICABLE LAW AND (EXTRA) JUDICIAL COSTS**
- 12.1 This Agreement will be exclusively governed by and construed in accordance with the laws of The Netherlands.
- 12.2 The Parties shall endeavour to settle amicably any conflicts arising from or relating to the Agreement. If no amicable settlement is reached, all disputes shall be settled by the competent court in the City of Rotterdam, The Netherlands.