



**General Terms and Conditions  
Koninklijke Scheepsagentuur Dirkzwager B.V.**

**Hereinafter referred to as “Royal Dirkzwager”**

**1. General Provisions and Applicability**

1.1 In these General Terms and Conditions the term “Royal Dirkzwager” shall mean:

- Koninklijke Scheepsagentuur Dirkzwager B.V., established in Maassluis (The Netherlands),
- Dirkzwager Consultancy & Development B.V., established in Maassluis,
- Dirkzwager Financial Services B.V., established in Maassluis,
- Dirkzwager’s Coastal & Deepsea Pilotage B.V., established in Maassluis.

1.2 These General Terms and Conditions are applicable to all activities and all provisions of goods and services of Royal Dirkzwager, including reports on vessel movements (Port Approach Monitoring & Reporting Service), the provision of up to date vessel information through web applications and web services, the delivery of Port Management Systems for Port Authorities, the delivery of tailor-made applications, the provision of maritime assistance and back-up services for shipping agencies and shipping company offices, the provision of North Sea pilotage for the shipping companies, the delivery of VTS Offshore Operators, communication of helicopter pilotage, all this in the broadest sense of the word. If an agreement has been entered into then, for Royal Dirkzwager, this agreement shall always consist of a best effort obligation(s). Towards the other party Royal Dirkzwager undertakes to carry out the activities agreed upon to the best of its knowledge and ability, but it does not guarantee any results whatsoever.

1.3 The applicability of the conditions used by the other party is explicitly rejected.

1.4 Deviations from these General Terms and Conditions can only take place upon written consent of Royal Dirkzwager.

1.5 If a provision of these General Terms and Conditions is declared null and void, in whole or in part, the remaining provisions of these General Terms and Conditions will continue to apply in full. Royal Dirkzwager and the other party agree to replace the null and void provisions by a provision which they would have agreed upon, if they would have known that the provision being replaced was null and void or voidable.

**2. Formation of the Agreement**

2.1 If the other party places an order then the agreement will only be formed after Royal Dirkzwager has started the carrying out thereof or after Royal Dirkzwager has accepted this in writing.

2.2 Those, who order activities and services to Royal Dirkzwager in the name of third parties acting as their principal – either explicitly on behalf of the principal in question or not – undertake, jointly and severally, towards Royal Dirkzwager to fulfil all obligations towards it arising from the order and accept, by and due to the mere fact of giving the order to Royal Dirkzwager, their own liabilities towards Royal Dirkzwager in respect of said fulfilment. The other party is considered to have covered itself for this liability with the principal.

2.3 Besides and without prejudice to the stipulation mentioned in the preceding paragraph in respect of the obligations of those who act in the name of third parties, the principal is and remains jointly and severally liable towards Royal Dirkzwager for the fulfilment of all obligations arising from the order, also in the event its identity is made known to Royal Dirkzwager at any moment whatsoever after the order has been given; this obligation is considered – with and by the order – to have been accepted in the name and on behalf of the principal.

**3. Additions to the Agreement**

Royal Dirkzwager shall, at the request of the other party, carry out all changes indicated by the other party; provided that these changes can be carried out reasonably. The other party shall pay the additional costs of the changes to Royal Dirkzwager.

**4. Prices**

4.1 Unless otherwise agreed upon in writing, the fees currently determined by Royal Dirkzwager shall apply to the activities and provisions of goods and services agreed upon.



4.2 Changes in wages, cost prices of raw materials or materials and/or exchange rate movements, which pertain to the performance agreed upon, shall entitle Royal Dirkzwager to pass on these costs without further surcharges whatsoever.

4.3 Royal Dirkzwager can add surcharges to be determined by Royal Dirkzwager for special performances, unusual, extraordinarily time-consuming or effort-requiring activities.

#### 5. Execution of the Agreement.

Royal Dirkzwager is fully free to determine the order and the manner of the execution of the agreement and to let third parties carry out, in whole or in part, the activities ordered to it. All this shall not bring any changes whatsoever in the reciprocal rights and obligations of Royal Dirkzwager and the other party towards each other as laid down in these General Terms and Conditions, provided that Royal Dirkzwager is entitled to apply unimpaired the strict conditions (for example with regard to the term of payment, interest, complaints, etc.) imposed to it by third parties, provided that it informs the other party on these tightening-up in writing.

#### 6. Payment

6.1 Except in the case Royal Dirkzwager requires payment in cash, all invoices from Royal Dirkzwager shall be paid within 30 days after the invoice date in the currency agreed upon in a manner to be indicated by Royal Dirkzwager. Under no circumstances is the other party entitled to rights to compensation or rights to suspend performance.

6.2 In the event of non-timely payment an interest amounting to the statutory annual interest shall be payable by the other party.

6.3 Exceeding the term of payment or non-payment of an invoice by the other party shall entitle Royal Dirkzwager to suspend or terminate the performance(s) agreed upon.

6.4 Extrajudicial collection costs shall be charged to the other party in accordance with the collection rate of the Netherlands Bar Association.

6.5 Payment by or in the name of the other party shall serve to settle the extrajudicial collection costs payable by it, the court costs, the interest payable by it and after this in order of age the outstanding principal sums, irrespective of other indications made by the other party.

6.6 The other party can only raise objections to the invoice within the term of payment.

#### 7. Security

If, according to Royal Dirkzwager, there is good reason that the other party will not fulfil its obligations in time, then the other party is obliged, on demand of Royal Dirkzwager, to immediately provide sufficient security in the form required by Royal Dirkzwager and, if necessary, to make additions to this for the fulfilment of all its obligations. As long as the other party has not fulfilled this Royal Dirkzwager is entitled to suspend the fulfilment of its obligations.

#### 8. Prescription and fulfilment

The term of prescription of all claims and defences against Royal Dirkzwager and against third parties involved by Royal Dirkzwager in the execution of the agreement is one (1) year after the formation of the agreement.

#### 9. Dissolution/Discharge/Force Majeure

9.1 In the event the other party does not or does not timely or properly fulfil any obligation under the agreement, as well as in the event of bankruptcy, suspension of payments or placing under guardianship of the other party or closing down/stopping or winding-up of its company, Royal Dirkzwager is, at its choice, entitled, without any obligation to compensate any loss/damage whatsoever and without prejudice to further rights belonging to it, to dissolve the agreement in whole or in part or to suspend (further) execution of the agreement. In that case the claims of Royal Dirkzwager against the other party are to be paid on demand.



9.2 In the event the fulfilment by Royal Dirkzwager is not possible, in whole or in part, due to force majeure, either temporarily or permanently, Royal Dirkzwager is entitled to dissolve the agreement out of court.

9.3 The term 'force majeure' shall mean all circumstances irrespective of the will of Royal Dirkzwager, temporarily or permanently, including actions of persons or companies deployed by Royal Dirkzwager in the fulfilment of the obligations, unsuitability of matters used by Royal Dirkzwager in the fulfilment of the obligations; as well as industrial actions, strikes, sickness, import-, export- and transfer prohibition, transportation problems, non-fulfilment of the obligations by suppliers, government interventions, failures in the production, failures in the networks used, power failures, extremely bad weather, natural and/or nuclear disasters, terrorism and/or terrorist threats and war and/or war threat, due to which Royal Dirkzwager is not able to fulfil its obligations.

## 10. Liability/Compensation

10.1 In the event Royal Dirkzwager is liable, then this liability is limited to what is arranged in this article 10.

10.2 The other party is obliged to timely provide Royal Dirkzwager with the correct and complete information required by it. Royal Dirkzwager is not liable for damage, of any kind whatsoever, arising due to the fact that Royal Dirkzwager has departed from the incorrect or incomplete information provided by or on behalf of the other party. With due observance of article 10 Royal Dirkzwager excludes all liabilities for damage caused by pilots and/or other persons who provide their services through Royal Dirkzwager. At all activities and provisions of goods and services Royal Dirkzwager shall act to the best of its knowledge and ability, but it does not guarantee any results. The other party shall take out proper insurances and shall keep itself properly insured for possible errors made by pilots and/or persons who provide their services through Royal Dirkzwager.

All pilots or other persons who provide their services through Royal Dirkzwager are considered to operate under the authority and responsibility of the other party, in the event such authority is missing Royal Dirkzwager shall, in no circumstances, be liable for damage of any kind whatsoever.

10.3 Royal Dirkzwager is exclusively liable for direct loss. Royal Dirkzwager shall never be liable for consequential loss or damage, including loss of profit, lost savings and loss due to business discontinuation.

10.4 In as far as Royal Dirkzwager is liable, the compensation to be paid by it shall, in all cases, be limited to the invoice value.

10.5 The limitations of liability included in this article do not apply if the loss is attributable to intentional act or omission or gross negligence of Royal Dirkzwager or its subordinates.

10.6 Irrespective of the provisions of this article, Royal Dirkzwager accepts, when goods are provided, the obligation to, if the goods provided do not conform to the agreement, repair or have repaired or to replace or have replaced these matters at its choice.

## 11. Indemnity/Third-party Clause

11.1 The other party indemnifies Royal Dirkzwager against possible claims from third parties, who suffer loss in connection with the execution of the agreement and which loss is caused by party/parties other than Royal Dirkzwager. If for that reason Royal Dirkzwager might be claimed by third parties, then the other party is obliged to assist Royal Dirkzwager both at law and otherwise and to perform all that can be expected from it in that case without delay. In the event the other party fails to take proper measures, then Royal Dirkzwager is, without further notice of default, entitled to take proper measures itself. All costs and loss on the part of Royal Dirkzwager and third parties arising from this shall be integrally at the expense and risk of the other party.

11.2 The other party is liable towards Royal Dirkzwager for all losses, irrespective of the fact how they have occurred and who has caused them, to/for the (legal) persons and/or matters deployed by Royal Dirkzwager.

11.3 Royal Dirkzwager shall stipulate all statutory and contractual defences, which it can invoke in order to refuse to accept its own liability towards the other party, also for the sake of its subordinates and the non-subordinates who are deployed by it at the performance of its activities for the other party.

## 12. Intellectual Property

All rights of intellectual and industrial property on developed or available programmes, websites, databases, appliances or other materials such as analyses, designs, documentation, reports, offers, also preliminary material thereof, shall exclusively rest with Royal Dirkzwager, its licensors or its suppliers.

13. Applicable Law/Competent Court

13.1 Dutch law is applicable to these General Terms and Conditions and to all legal relationships between Royal Dirkzwager and the other party. The applicability of the Vienna Sales Convention 1980 (CISG) is excluded.

13.2 Disputes between Royal Dirkzwager and the other party shall be exclusively decided upon by the Competent Court in Rotterdam (the Netherlands), except if Royal Dirkzwager, acting as plaintiff or requesting party, chooses the competent court in the place of residence or place of business of the other party.

14. Conversion

If and in as far as, by virtue of reasonableness and fairness or the unreasonably onerous character, it is not possible to rely on any limitation of these General Terms and Conditions, then, in terms of contents and meaning, to said stipulation shall be accrued a meaning to that extent as much as possible, so that it becomes possible to rely on them.

15. The Dutch text shall prevail.

The Dutch text of these General Terms and Conditions shall prevail over the translations thereof.

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