

General Terms and Conditions SafePort Service & Inspection BV

The company with limited liability SafePort Service & Inspection BV (hereinafter: SafePort) is registered at the Chamber of Commerce with number 83956484 and is located at Larikslaan 244 (3053LJ) in Rotterdam (the Netherlands).

Article 1 - Definitions

1. In these general terms and conditions, the following terms are used in the following meaning, unless expressly indicated otherwise.
2. **Offer:** any offer or quotation to the Client for the provision of Services by SafePort.
3. **Company:** The natural or legal person who acts in the exercise of a profession or business.
4. **Services:** The Services that SafePort Service & Inspection BV offers are carrying out inspections, testing and calibrations for quay material, as well as providing, consultancy, training and technical support.
5. **Service Provider:** SafePort Service & Inspection BV, incorporated under Dutch law, established in the Netherlands and offering Services to the Client hereinafter: **SafePort**.
6. **Client:** the Company that has appointed SafePort, provided projects to SafePort for Services performed by SafePort, or to which SafePort makes a proposal under an Agreement.
7. **Agreement:** any Agreement and other obligations between the Client and SafePort, as well as proposals from SafePort for Services provided by SafePort to the Client and accepted by the Client and accepted and performed by SafePort where these general terms and conditions form an inseparable whole.

Article 2 - Applicability

1. These general terms and conditions apply to every Offer by SafePort, every Agreement between SafePort and the Client and to every Service offered by SafePort.
2. Before an Agreement is concluded, the Client will be provided with these general terms and conditions. If this is not reasonably possible, SafePort will indicate to the Client how the Client can view the general terms and conditions.
3. Deviation from these general terms and conditions is not possible. In exceptional situations it is possible to deviate from the general terms and conditions if this has been explicitly agreed in writing with SafePort.
4. These general terms and conditions also apply to additional, amended and follow-up orders from the Client.
5. The general terms and conditions of the Client are excluded.
6. If one or more provisions of these general terms and conditions are partially or wholly invalid or are annulled, the other provisions of these general terms and conditions will remain in force, and the invalid/nullified provision(s) will be replaced by a provision with the same purport as the original provision.
7. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.
8. The applicability of Articles 7:404 of the Dutch Civil Code and 7:407 paragraph 2 of the Dutch Civil Code is explicitly excluded.
9. If reference is made to she/her in these general terms and conditions, this should also be understood as a reference to he/him/are, if and to the extent applicable.
10. In the event that SafePort has not always required compliance with these terms and conditions, it will retain its right to demand compliance in whole or in part with these terms and conditions.

Article 3 - The Offer

1. All offers made by SafePort are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be expressly stated in the Offer.
2. SafePort is only bound by an Offer if it is confirmed in writing by the Client within 60 days. Nevertheless, SafePort has the right to refuse an Agreement with a (potential) Client for a valid reason for SafePort.
3. The offer contains a description of the Services offered. The description is sufficiently specified, so that the Client is able to make a proper assessment of the offer. Any information in the offer is only an indication and cannot be a ground for any compensation or termination of the Agreement.
4. Offers or quotations do not automatically apply to follow-up orders.
5. Delivery times in SafePort's offer are indicative and if they are exceeded, they do not entitle the Client to termination or compensation, unless expressly agreed otherwise.

Article 4 - Conclusion of the Agreement

1. The Agreement is concluded at the moment that the Client has accepted an Offer or Agreement from SafePort by returning a signed copy (scanned or original) to SafePort, or an explicit and unambiguously agreed to the Offer by e-mail.
2. SafePort has the right to revoke the (signed) Agreement within 5 working days after receipt of the acceptance.
3. SafePort is not bound by an Offer if the Client could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or error. The Client cannot derive any rights from this mistake or error.
4. If the Client cancels an Agreement that has already been confirmed, the costs actually incurred up to that point (including the time spent) will be charged to the Client.
5. Every Agreement that is entered into with SafePort or a project that is awarded to SafePort by the Client, rests with the Company and not with an individual person associated with SafePort.
6. The Client's right of withdrawal is excluded, unless otherwise agreed.
7. If the Agreement is entered into by several Clients, each Client is individually jointly and severally liable for the fulfillment of all obligations arising from the Agreement.

Article 5 - Term of the Agreement

1. The Agreement is entered into for a definite period of time, unless the content, nature or purport of the assignment implies that it has been entered into for an indefinite period of time. The duration of the assignment also depends on external factors, including but not limited to the quality and timely delivery of the information that SafePort obtains from the Client.
2. Both the Client and SafePort can terminate the Agreement on the basis of an attributable shortcoming in the fulfillment of the Agreement if the other party has been given written notice of default and it has been given a reasonable term to fulfill its obligations and it still fails to fulfill its obligations to comply correctly in that case. This also includes the payment and cooperation obligations of the Client.
3. The termination of the Agreement does not affect the payment obligations of the Client insofar as SafePort has already performed work or delivered services at the time of the termination. The client must pay the agreed fee.

4. Parties can terminate the Agreement by email (unless otherwise agreed) with due observance of a notice period of three months. If the Agreement has not yet lasted three months, the Agreement can be terminated with a notice period of one month.

5. In the event of premature termination of the Agreement, the Client owes SafePort the costs actually incurred up to that point on the basis of the set (hourly) rate. The (time) registration of SafePort is leading in this regard.

6. Both the Client and SafePort can terminate the Agreement in writing, in whole or in part, without further notice of default, with immediate effect if one of the Parties has been granted a suspension of payments, has filed for bankruptcy or the company concerned ends due to liquidation. If a situation as stated above occurs, SafePort is never obliged to refund monies already received and/or compensation.

Article 6 - Performance of the service

1. SafePort will make every effort to perform the agreed service with the greatest possible care, as may be expected of a good service provider. SafePort guarantees a professional and independent service. All Services are performed on the basis of a best efforts obligation, unless a result has been explicitly agreed in writing that is described in detail.

2. The Agreement on the basis of which SafePort performs the Services is leading for the size and scope of the service. The Agreement will only be performed for the benefit of the Client. Third parties cannot derive any rights from the content of the Services performed in connection with the Agreement.

3. The information and data provided by the Client are the basis on which the Services offered by SafePort and the prices are based. SafePort has the right to adjust its services and prices if the information provided turns out to be incorrect and/or incomplete.

4. When performing the Services, SafePort is not obliged or obliged to follow the instructions of the Client if this changes the content or scope of the agreed Services. If the instructions result in further work for SafePort, the Client is obliged to reimburse the additional additional costs accordingly on the basis of a new quotation.

5. SafePort is entitled to engage third parties for the performance of the Services at its own discretion.

6. If the nature and duration of the assignment so require, SafePort will keep the Client informed of the progress in the interim in the agreed manner.

7. The performance of the Services is based on the information provided by the Client. If the information has to be changed, this may have consequences for any established planning. SafePort is never liable for adjusting the planning. If the commencement, progress or delivery of the Services is delayed because, for example, the Client has not supplied all the requested information or has not provided it on time or in the desired format, does not provide sufficient cooperation, any advance payment has not been received in time by SafePort or due to other circumstances, which are at the expense and risk of the Client, if there is a delay, SafePort is entitled to a reasonable extension of the delivery or completion period. All damage and additional costs as a result of delay due to a cause as mentioned above are for the account and risk of the Client.

Article 7 - Obligations of the Client

1. The Client is obliged to provide all information requested by SafePort as well as relevant appendices and related information and data in a timely manner and/or before the start of the work and in the desired form for the purpose of a correct and efficient execution of the work. Failing this, SafePort may not be able to fully implement and/or deliver the relevant documents. The consequences of such a situation are at all times at the expense and risk of the Client.

2. SafePort is not obliged to check the accuracy and/or completeness of the information provided to it or to update the Client with regard to the information if it has changed over time, nor is SafePort responsible for the accuracy and

completeness of the information compiled by SafePort for third parties and/or provided to third parties in the context of the Agreement.

3. SafePort may, if this is necessary for the execution of the Agreement, request additional information. Failing this, SafePort is entitled to suspend its activities until the information has been received, without being obliged to pay any compensation for whatever reason towards the Client. In the event of changed circumstances, the Client must notify SafePort of this immediately or no later than 3 working days after the change has become known.

4. The Client must ensure a safe working environment when SafePort arrives at the Client's location. If there is no safe working environment for SafePort, SafePort can discontinue the work until the safety has been restored by the Client. The costs incurred and lost profit of SafePort must be reimbursed by the Client.

Article 8 - Advice

1. If instructed to do so, SafePort can draw up an advice, plan of approach, design, reporting, planning and/or reporting for the benefit of the service. The content of this is not binding and only of an advisory nature, but SafePort will observe its duties of care. The client decides itself and under its own responsibility whether to follow the advice.

2. The advice provided by SafePort, in whatever form, can never be regarded as technical advice.

3. At SafePort's first request, the client is obliged to assess proposals it has provided. If SafePort is delayed in its activities because the Client does not or not timely provide an assessment of a proposal made by SafePort, the Client is at all times responsible for the resulting consequences, such as delays.

4. The nature of the service means that the result always depends on external factors that can influence the reports and advice of SafePort, such as the quality, correctness and timely delivery of the necessary information and data from the Client and its employees. The client guarantees the quality and the timely and correct delivery of the required data and information.

5. The Client will notify SafePort in writing prior to the commencement of the work of all circumstances that are or may be important, including any points and priorities to which the Client wishes attention.

Article 9 - Training

1. If instructed to do so, SafePort can provide a training for the Client and its employees.

2. The training session will take place at the Client's location or at a SafePort location to be determined. If the training session takes place at the Client's location, the Client is obliged to make the facilities required in the context of the coaching available in a timely manner. If a training session cannot take place or is delayed because the Client has not complied with the obligation as mentioned above, all consequences thereof will be for the account and risk of the Client. SafePort is also entitled to give instructions regarding the suitability of the location and facilities available there before the start of the training session.

3. The content of the training session offered by SafePort and the advice given during the training session are not binding and only of an advisory nature, but SafePort will observe its duties of care. The training session is tailored as far as possible to the wishes of the Client as well as the needs of the relevant participant(s).

4. Client will notify SafePort in writing prior to the start of the training session of all circumstances that are or may be important, including any points and priorities for which Client wishes attention.

5. SafePort is entitled to cancel or move the training session to another date if there are too few registrations. It is at SafePort's sole discretion to move the training session. If the Client is not available on the new date set, the Client can participate in a training session on another date. The parties will consult on this. If there are too many registrations,

SafePort is entitled to have the training session take place in several sessions. If applicable, the aforementioned situation will be discussed with the Client in a timely manner.

Article 10 - Additional work and changes

1. If during the performance of the Agreement it appears that the Agreement needs to be adjusted, or if further work is required at the Client's request to achieve the desired result for the Client, the Client is obliged to pay for work in accordance with the agreed rate. SafePort is not obliged to comply with this request and may require the Client to conclude a separate Agreement and/or refer it to an authorized third party.
2. If the additional work is the result of negligence on the part of SafePort, SafePort has made an incorrect estimate or could have reasonably foreseen the work in question, these costs will not be passed on to the Client.

Article 11 - Prices and payment

1. In principle, all prices are exclusive of national turnover tax (VAT) and international turnover tax, unless otherwise agreed.
2. SafePort provides its services in accordance with the agreed hourly rate or daily rate. The costs of the work are calculated afterwards on the basis of the time registration drawn up by SafePort (actual calculation).
3. Time for travels for the benefit of the Client and costs related to travel will be passed on to the Client.
4. The Client is obliged to fully reimburse the costs of third parties, which are deployed by SafePort after the Client's approval, unless expressly agreed otherwise.
5. The parties can agree that the Client must pay an advance. If an advance has been agreed, the Client must pay the advance in full before a start is made with the performance of the service.
6. The Client cannot derive any rights or expectations from a budget issued in advance, unless the Parties have expressly agreed otherwise.
7. SafePort is entitled to annually increase the applicable prices and rates in accordance with the applicable inflation rates. Other price changes during the Agreement are only possible if and insofar as they are expressly laid down in the Agreement.
8. The Client is obliged to pay the agreed amount within the latest payment term of 30 days.
9. The Client must pay these costs at once, without settlement or suspension, to the account number and details of SafePort made known to it.
10. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation or request for payment towards the Client, the payment and all other obligations of the Client under the Agreement will become immediately due and payable.

Article 12 - Collection policy

1. If the Client does not fulfill its payment obligation, and has not fulfilled its obligation within the specified payment term of no later than 30 days, the Client is legally in default.
2. From the date that the Client is in default, SafePort will be entitled, without further notice of default, to the statutory commercial interest from the first day of default until full payment, and compensation for the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code to be calculated according to the graduated scale from the decision. compensation for extrajudicial collection costs from 1 July 2012.

3. If SafePort has incurred more or higher costs that are reasonably necessary, these costs are eligible for compensation. The judicial and execution costs incurred are also for the account of the Client.

Article 13 - Privacy, data processing and security

1. SafePort handles the (personal) data of the Client with care and will only use it in accordance with the applicable standards. If requested, SafePort will inform the data subject about this.

2. The Client itself is responsible for the processing of data that is processed using a SafePort Service. The Client also guarantees that the content of the data is not unlawful and does not infringe any rights of third parties. In this context, the Client indemnifies SafePort against any (legal) claim related to this data or the execution of the Agreement.

3. If SafePort is required to provide information security on the basis of the Agreement, this security will comply with the agreed specifications and a security level that, in view of the state of the art, the sensitivity of the data, and the associated costs, is not unreasonable.

Article 14 - Suspension and termination

1. SafePort has the right to retain the data, data files and more that it has received or has realized if the Client has not yet (fully) fulfilled its payment obligations. This right remains unaffected if a reason for SafePort arises which justifies suspension in that case.

2. SafePort is authorized to suspend the fulfillment of its obligations as soon as the Client is in default with the fulfillment of any obligation arising from the Agreement, including late payment of its invoices. The suspension will be immediately confirmed in writing to the Client.

3. In that case SafePort is not liable for damage, for whatever reason, as a result of the suspension of its activities.

4. The suspension (and/or termination) does not affect the payment obligations of the Client for work already performed. In addition, Client is obliged to compensate SafePort for any financial loss SafePort incurs as a result of Client's default.

Article 15 - Force majeure

1. SafePort is not liable if it is unable to fulfill its obligations under the Agreement as a result of a force majeure situation.

2. Force majeure on the part of SafePort is in any case understood to mean, but is not limited to: (i) force majeure of suppliers of SafePort, (ii) failure to properly fulfill obligations of suppliers SafePort are prescribed or recommended, (iii) defective software or any third parties involved in the execution of the service, (iv) government measures, (v) failure of electricity, internet, data network and/or telecommunication facilities, (vi) illness of employees of SafePort or advisors engaged by it and (vii) other situations that, in SafePort's opinion, are beyond its control that temporarily or permanently prevent the fulfillment of its obligations.

3. In the event of force majeure, both Parties have the right to terminate the Agreement in whole or in part. All costs incurred before the termination of the Agreement will in that case be paid by the Client. SafePort is under no obligation to reimburse Client for any losses caused by such withdrawal.

Article 16 - Limitation of Liability

1. If any result set forth in the Agreement is not achieved, a failure on the part of SafePort shall only be deemed to exist if SafePort has expressly promised such result upon acceptance of the Agreement.

2. In the event of an attributable shortcoming on the part of SafePort, SafePort is only obliged to pay any compensation if the Client has given SafePort notice of default within 14 days after discovery of the shortcoming and SafePort has not subsequently remedied this shortcoming within a reasonable period of time. The notice of default must be submitted in writing and contain such an accurate description/substantiation of the shortcoming, so that SafePort is able to respond adequately.
3. If the provision of Services by SafePort leads to liability on the part of SafePort, that liability is limited to the total amount invoiced in the context of the Agreement, but only with regard to the direct damage suffered by the Client, unless the damage is the result of intentional or intentional recklessness on the part of SafePort. Direct damage is understood to mean: reasonable costs incurred to limit or prevent direct damage, determining the cause of damage, direct damage, liability and the method of repair. The liability is in any case limited to the maximum amount of damage that is paid out by the insurance company per claim per year.
4. SafePort expressly excludes all liability for consequential damages. SafePort is not liable for indirect damage, business damage, loss of profit and/or loss suffered, lost savings, damage due to business interruption, capital losses, delay damage, interest damage and immaterial damage.
5. The Client indemnifies SafePort against all third-party claims as a result of a defect as a result of a service provided by the Client to a third party and which partly consisted of Services provided by SafePort, unless the Client can demonstrate that the damage is exclusively caused by the SafePort service.
6. Any advice provided by SafePort, based on information that is incomplete and/or incorrectly provided by the Client, is never a ground for liability on the part of SafePort.
7. The content of the advice provided by SafePort is not binding and is of an advisory nature only. The Client decides itself and under its own responsibility whether it will follow the proposals and advice mentioned herein by SafePort. All consequences arising from the follow-up of the advice are for the account and risk of the Client. The Client is at all times free to make its own choices that deviate from the advice provided by SafePort. SafePort is not bound to any form of refund if this is the case.
8. If a third party is engaged by or on behalf of the Client, SafePort is never liable for the actions and advice of the third party engaged by the Client, as well as the processing of results (of advice prepared) by the third party engaged by the Client in SafePort own advice.
9. SafePort does not guarantee the correct and complete transmission of the content of and e-mail sent by/on behalf of SafePort, nor for the timely receipt thereof.
10. All claims of the Client due to shortcomings on the part of SafePort lapse if they are not reported to SafePort in writing and with reasons within one year after the Client was aware or could reasonably have been aware of the facts on which it bases its claims. One year after the termination of the Agreement between the parties, SafePort's liability lapses.
11. The Client is furthermore liable for loss and/or theft of damage to the items, tools, machines, materials and more that SafePort uses and/or has stored at the Client's place in the context of the execution of the agreement. , which also includes damage caused by imperfections, defects and more at the work location.

Article 17 - Confidentiality

1. SafePort and the Client undertake to maintain the confidentiality of all confidential information obtained in the context of an assignment. Confidentiality arises from the assignment and must also be assumed if it can reasonably be expected that it concerns confidential information. Confidentiality does not apply if the relevant information is already public/commonly known, the information is not confidential and/or the information was not disclosed to SafePort during the Agreement with the Client and/or was obtained by SafePort in any other way.

2. In particular, the confidentiality relates to advice, reports, designs, working methods and/or reporting regarding the assignment of the Client drawn up by SafePort. The Client is expressly prohibited from sharing its contents with employees who are not authorized to take cognizance of this and with (unauthorized) third parties. Furthermore, SafePort always exercises the required care in dealing with all business-sensitive information provided by the Client.
3. If SafePort is obliged by virtue of a statutory provision or a court decision to (partly) provide the confidential information to the law or competent court or a designated third party, and SafePort cannot invoke a right of nondisclosure, SafePort is not obliged to pay any compensation and does not give the Client any ground for termination of the Agreement.
4. The transfer or distribution of information to third parties and/or publication of statements, advice or productions provided by SafePort to third parties requires the written consent of SafePort, unless such consent has been expressly agreed in advance. Client will indemnify SafePort against all claims by such third parties as a result of reliance on such information disseminated without SafePort's written consent.
5. SafePort and the Client also impose the confidentiality obligation on third parties to be engaged by them.

Article 18 - Intellectual Property

- Rights 1. All IP rights and copyrights of SafePort, including in any case, but not limited to all designs, models, reports and advice, rest exclusively with SafePort and are not transferred to the Client unless expressly agreed otherwise.
2. If it has been agreed that one or more of the aforementioned items or works of SafePort will be transferred to the Client, SafePort is entitled to conclude a separate Agreement for this and to demand appropriate monetary compensation from the Client. Such compensation must be paid by the Client before it acquires the relevant items or works with the IP rights resting on it.
 3. The Client is prohibited from disclosing and/or multiplying, modifying or making available to third parties (including use for commercial purposes) all documents and software on which the IP rights and copyrights of SafePort rest, without express prior written permission. from SafePort. If the Client wishes to make changes to items delivered by SafePort, SafePort must explicitly agree to the intended changes.
 4. The Client is prohibited from using the items and documents to which SafePort's intellectual property rights rest other than as agreed in the Agreement.
 5. Parties will inform each other and jointly take measures if an infringement of IP rights occurs.

Article 19 - Indemnification and correctness of information

1. The Client is responsible for the correctness, reliability and completeness of all data, information, documents and/or documents, in whatever form, that it provides to SafePort in the context of an Agreement, as well as for the data it has obtained from third parties and which has been provided to SafePort for the purpose of performing the Service.
2. The Client indemnifies SafePort against any liability as a result of failure to fulfill its obligations, or failure to do so on time, with regard to the timely provision of all correct, reliable and complete data, information, documents and/or documents.
3. The Client indemnifies SafePort against all claims from the Client and third parties engaged by it or working under it, as well as from clients of the Client, based on the failure to obtain (timely) any subsidies and/or permissions required in the context of the implementation of the Agreement.
4. The Client indemnifies SafePort against all third-party claims arising from the work performed for the Client, including but not limited to intellectual property rights on the data and information provided by the Client that can be used in the performance of the Agreement and/ or the acts or omissions of the Client towards third parties.

5. If the Client provides SafePort with electronic files, software or information carriers, the Client guarantees that these are free of viruses and defects.

Article 20 - Complaints

1. If the Client is not satisfied with the service of SafePort or otherwise has complaints about the execution of its assignment, the Client is obliged to report these complaints as soon as possible, but at the latest within 7 calendar days after the relevant reason that led to the complaint. Complaints can be reported verbally or in writing via info@safe-port.nl with the subject "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by the Client if SafePort is to be able to handle the complaint.
3. SafePort will respond substantively to the complaint as soon as possible, but no later than 7 calendar days after receipt of the complaint.
4. The parties will try to reach a solution together.

Article 21 - Applicable law

1. The legal relationship between SafePort and the Client is governed by Dutch law.
2. SafePort has the right to change these general terms and conditions and will inform the Client thereof.
3. In the event of translations of these general terms and conditions, the Dutch language shall prevail.
4. All disputes arising from or as a result of the Agreement between SafePort and the Client will be settled by the competent court of the District Court of Rotterdam, location Rotterdam (the Netherlands), unless mandatory provisions designate another competent court.

Rotterdam, November 9th, 2021.