

Terms and Conditions.

Baudoin Ocean Wash-Systems B.V. and Baudoin Wash-Systems B.V.

Article 1. Definitions.

- 1.1 In these general terms and conditions, the following terms are used with the following meaning, unless explicitly stated otherwise or the context indicates otherwise:
- a) Baudoin: the user of these general terms and conditions: The private company Baudoin Wash Systems B.V. (Chamber of Commerce number 18070924 and the private company Baudoin Ocean Wash-Systems B.V. (Chamber of Commerce number 17270694);
 - b) Client: the company that has entered into an agreement with Baudoin;
 - c) Agreement: the agreement between Baudoin and the client;
 - d) Object: the object that Baudoin cleans or processes on behalf of the client;
 - e) Location: the location where the object to be cleaned or processed is located.

Article 2. General.

- 2.1 These general terms and conditions apply to every agreement between Baudoin and the client.
- 2.2 These general terms and conditions also apply to all agreements with Baudoin, for the implementation of which third parties must be involved.
- 2.3 Any deviations from these general terms and conditions are only valid if they have been explicitly agreed in writing or electronically.
- 2.4 The applicability of any purchase or other conditions of the client is explicitly rejected.
- 2.5 If one or more of the provisions in these general terms and conditions are null and void or should be annulled, the other provisions of these general terms and conditions will remain fully applicable. The invalid or nullified provisions will be replaced by Baudoin, taking into account the purpose and purport of the original provision (s) as much as possible.
- 2.6 Baudoin has the right to change these general terms and conditions during the agreement. The client will be informed in writing or by e-mail of the new general terms and conditions and when these general terms and conditions come into effect.
- 2.7 If Baudoin does not always require strict compliance with these general terms and conditions, this does not mean that the provisions thereof do not apply, or that Baudoin would lose the right to demand strict compliance with the provisions of these general terms and conditions in other cases.

Article 3. Offers and Quotations.

- 3.1 All offers and quotations are without obligation, unless stated otherwise, they are valid for 30 days. As long as the offer has not been accepted, Baudoin is entitled to withdraw the offer.
- 3.2 If the acceptance deviates (on minor points) from the offer included in the quotation, Baudoin is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance.
- 3.3 A composite quotation does not oblige Baudoin to perform part of the assignment for a corresponding part of the stated price.
- 3.4 Offers or quotations do not automatically apply to future assignments.
- 3.5 Obvious errors or mistakes in quotations, offers, publications, agreements and e-mail messages do not bind Baudoin.

Article 4. Realization of the agreement.

- 4.1 The agreement is concluded after the client has signed the agreement or after the client has explicitly agreed in any other way with the offer of Baudoin.

Article 5. Execution of the agreement.

- 5.1 Baudoin will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the state of the art at that time. Baudoin uses specially developed cleaning agents and equipment to carry out the work.
- 5.2 Baudoin determines the manner in which and by which persons the agreement will be performed. Baudoin has the right to engage third parties in the performance of the agreement, without notifying the client, to purchase goods from third parties, to purchase services from third parties and to accept the agreement to be carried out in whole or in part by third parties.

Article 6. Termination by the client and cancellation costs.

- 6.1 If the client withdraws an assignment or terminates the agreement prematurely, the client must pay Baudoin:
 - a. The costs arising from any obligations that Baudoin has already reasonably entered into with third parties for the fulfillment of the assignment;
 - b. All costs that Baudoin has made up to that point.
- 6.2 The aforementioned cost arrangement does not affect the possible liability of the client for the damage resulting from the termination of the agreement.

Article 7. Obligations of the client.

- 7.1 The client ensures that all data of which Baudoin indicates that they are necessary or of which the client should reasonably understand, that they are necessary for the execution of the agreement are provided to Baudoin in a timely manner.
- 7.2 The client is obliged to immediately inform Baudoin of facts and circumstances that may be important in connection with the implementation of the agreement.
- 7.3 The client must refrain from conduct that makes it impossible for Baudoin to properly execute the agreement.
- 7.4 The client indemnifies Baudoin against any claims from third parties who suffer damage in connection with the execution of the agreement and which is attributable to the client.
- 7.5 The client ensures that the objects to be processed by Baudoin are adequately insured against the usual risks (including fire, theft, etc.)
- 7.6 If Baudoin is not granted access to the location at the agreed time as a result of which Baudoin cannot perform the work, then the client will owe Baudoin the resulting additional costs (including call-out costs and hourly rates).
- 7.7 The client must ensure that:
 - a. The location is easily accessible for Baudoin;
 - b. The location is safe and complies with all legal requirements;
 - c. Baudoin has all information about the location and the object that is or could be important to Baudoin in connection with the execution of the agreement;
 - d. All facilities reasonably required by Baudoin are available, including electricity, drinking water and any lifting and hoisting equipment, unless otherwise agreed.
- 7.8 If the client does not, not timely or not properly fulfill his obligations towards Baudoin arising from the law, the agreement or these general terms and conditions or if the client acts unlawfully towards Baudoin, the client is liable for all damage that Baudoin suffers as a result.

Article 8. Prices.

- 8.1 Mentioned rates are exclusive of VAT.
- 8.2 Mentioned rates include material, unless explicitly stated otherwise.
- 8.3 Baudoin has the right to adjust its rates from time to time if price increases of raw materials, transport, labor or other levies indicate this.
- 8.4 The client will be informed in writing or by e-mail of the rate change and of the date on which the rate change takes effect.

Article 9. Additional costs.

- 9.1 Waiting times and delays caused by unforeseen circumstances or the failure of the client to meet his obligations, if these lead to additional costs, will be charged to the client.
- 9.2 If the object contains other properties than those that the client has made known to Baudoin and this leads to extra work for Baudoin, the costs for these extra work will be charged to the client.
- 9.3 Baudoin may increase a fixed agreed price if it appears during the performance of the work that the originally agreed or expected amount of work was insufficiently estimated at the conclusion of the agreement, and this is not attributable to Baudoin, that in all reasonableness Baudoin may be expected to perform the agreed work for the originally agreed fee. The client will be informed of this increase as soon as possible.

Article 10. Delivery term.

- 10.1 The delivery times stated by Baudoin cannot be regarded as deadlines.
- 10.2 In the event that a delivery term agreed with the client is exceeded as a result of an event that is in fact beyond the control of Baudoin and cannot be attributed to its actions, as described in article 15 of these general terms and conditions, this period is automatically extended for the period that it was exceeded as a result of such an event.
- 10.3 If the delivery period is extended due to force majeure, Baudoin will inform the client as soon as possible.

Article 11. Payments.

- 11.1 Payment must be made in advance and / or upon delivery, unless other payment terms have been agreed in the offer / quotation. If no (deviating) payment conditions have been agreed, the client must pay the invoices received from Baudoin within 14 days after the invoice date.
- 11.2 If the payment term is exceeded, the client owes the statutory commercial interest, in accordance with Article 6: 119a of the Dutch Civil Code, from the date on which the amount due has become due and payable until the time of payment. In addition, all costs of collection, both judicial and extrajudicial, will be borne by the client. The extrajudicial collection costs are set at 15% of the principal sum with a minimum of € 250.
- 11.3 In the event of liquidation, bankruptcy, seizure or suspension of payment of the client, Baudoin's claims against the client are immediately due and payable.
- 11.4 Every payment by the client first of all serves to settle the interest (s) owed and then to settle the costs associated with the collection. Only after payment of these amounts will any payment by the client serve to settle the outstanding principal.

Article 12. Complaints.

- 12.1 Complaints about the work performed must be made known to Baudoin by the client immediately and in any case within 48 hours after completion of the work. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that Baudoin is able to respond adequately.
- 12.2 After submitting the complaint, the client must give Baudoin the opportunity to investigate the validity of the complaint and, if necessary, give it the opportunity to still perform the agreed work.
- 12.3 Complaints do not suspend the payment obligation.
- 12.4 If the performance of the agreed activities is no longer possible or useful, Baudoin will only be liable within the limits of Article 13 of these general terms and conditions.

Article 13. Liability and prescription

- 13.1 Baudoin cannot be held to compensate any damage that is a direct or indirect consequence of:
 - a. An event which is in fact beyond it's control and thus cannot be attributed to it's actions and / or omissions;
 - b. Any act or negligence on the part of the client, his subordinates, or other persons employed by or on behalf of the client.
 - c. A use of the means and equipment supplied by Baudoin by the client that is not in accordance with the product description and instructions for use of these products.
- 13.2 Baudoin is not liable for damage of any nature whatsoever arising from or attributable to deviations or defects, which were already present before the start of the work, to the object.
- 13.3 If the object does not have the properties that the client has made known to Baudoin, the client is liable for all damage that Baudoin suffers as a result.
- 13.4 Baudoin is not liable for damage, of any nature whatsoever, because Baudoin has based on incorrect and / or incomplete information provided by the client.
- 13.5 Baudoin does not accept any liability if, contrary to Baudoin's advice, the client demands that certain activities must nevertheless be carried out.
- 13.6 Baudoin cannot be held liable for:
 - a. Color differences in the paint layer of the object that are not visible to the naked eye in daylight;
 - b. Damage to the object's lacquer layer caused by an external circumstance, such as, but certainly not limited to, destruction by a third party, weather or natural disaster.
 - c. Damages that are the result of the paint parts to be treated not being fully cured;
 - d. Damage to delivered water filters and membranes that is the result of the use of contaminated or hard water or otherwise contrary to the instructions for use;
- 13.7 Baudoin is never liable for indirect damage, including consequential damage, loss of profit, lost savings, damage due to delay, environmental damage, reputation damage, fines imposed by (government) authorities and damage due to business interruption.
- 13.8 If Baudoin should be liable for any damage, then the liability of Baudoin is limited to the amount of the payment made by Baudoin's insurer. If in any case the insurer does not pay out or the damage is not covered by the insurance, then the liability of Baudoin is limited to the invoice amount, or at least to that part of the agreement to which the liability relates, with a maximum of the invoice amount. For the activities for one day.
- 13.9 All claims against Baudoin that are not submitted to Baudoin within 1 year after their creation, will lapse by prescription.

Article 14. Suspension and termination.

- 14.1 Baudoin is entitled to suspend the implementation of the agreement with immediate effect if:
 - a. Baudoin is in danger of being exposed to substances harmful to health or to another dangerous situation when carrying out the assignment;
 - b. The circumstances in which the assignment must be performed do not meet the legal requirements.
- 14.2 Baudoin is authorized to dissolve the agreement if the client does not or not fully fulfill the obligations under the agreement and the client has not complied with a notice of default sent. If compliance is permanently impossible, a notice of default can be omitted.
- 14.3 Furthermore, Baudoin is authorized to dissolve the agreement or have it dissolved if circumstances arise of such a nature that fulfillment of the agreement is impossible or, according to standards of reasonableness and fairness, can no longer be required or if circumstances of such nature arise otherwise, are that unaltered maintenance of the agreement cannot reasonably be expected.
- 14.4 Baudoin is entitled to suspend the fulfillment of the obligations arising from the agreement if, after the agreement has been concluded, Baudoin becomes aware of circumstances that give good reason to fear that the client will not fulfill the obligations. If there are good grounds to fear that the client will only partially or improperly fulfill his obligations, suspension is only permitted insofar as the shortcoming justifies it.
- 14.5 Baudoin is authorized to dissolve the agreement, if the client requests a moratorium or if it is granted to the client, if the client is declared bankrupt or a request is submitted, if the client is unable to pay his debts, proceeds to terminate or liquidate his business, is placed under guardianship, or in the event that an administrator is appointed.

Article 15. Ascendancy.

- 15.1 Events that are in fact beyond the control of Baudoin, or cannot be attributed to his actions and / or actions, are in any case considered: Unworkable weather as a result of whatever weather conditions: Natural disasters; theft; internet or power failure; obstacles by third parties; traffic obstructions; illness of one or more natural persons who perform the work on behalf of Baudoin; riots, wars, threats of war and terrorism; fire; epidemics and pandemics; government measures.
- 15.2 In the event of an event, as indicated in paragraph 1 of this article, Baudoin cannot be obliged to compensate any damage as a direct or indirect consequence thereof and it will also be released from its obligation to perform the agreed activities. It will depend on the circumstances of the case whether this will be and will remain the case in whole or in part, or whether there will only be a suspension of performance. In the event of an opportunity arising to still perform and / or change it, both Baudoin and the client will be obliged to use it.
- 15.3 Insofar as Baudoin at the time of the commencement of force majeure has meanwhile partially fulfilled its obligations under the agreement or will be able to fulfill them, and the part that has been fulfilled or to be fulfilled respectively has independent value, Baudoin is entitled to the part already fulfilled or to be fulfilled respectively, to be declared separately. The client is obliged to pay this invoice as if it were a separate agreement.

Article 16. Confidentiality.

- 16.1 Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information. The party who receives confidential information will only use it for the purpose for which it was provided.

Article 17. Applicable law and competent court.

- 17.1 Dutch law is applicable to every agreement between Baudoin and the client.
- 17.2 All disputes regarding agreements between the client and Baudoin are submitted to the competent court in the district where Baudoin is located.

December 2020

These terms and conditions have been translated from Dutch for the convenience of the user. However, the Dutch text is decisive.