

**GENERAL TERMS AND CONDITIONS OF LOWLAND  
NEDERLAND B.V. version 2020**

also trading as Lowland Marine & Offshore

These general terms and conditions (Lowland 2020 Conditions for Services) apply to all agreements between Lowland Nederland B.V. and its clients.

**1. Definitions.**

The following definitions apply in these general terms and conditions:

- A. Lowland: Lowland Nederland B.V. trading as Lowland Marine & Offshore
- B. Client: any natural person and/or legal entity that enters into an agreement for services with Lowland
- C. Contractor: any natural person or legal entity engaged or hired by Lowland to perform contracts in place between Lowland and the client.
- D. Contract: the agreement entered into between Lowland and the client.
- E. Contract confirmation: Lowland's written confirmation of the contract to the client.

**2. Conclusion of the Contract and applicability of Terms and Conditions.**

- A. The Contract is concluded following Lowland's written confirmation, acceptance of Lowland's offer by the Client or commencement of the activities of the contractor.
- B. These Terms and Conditions apply to the legal relationship between Lowland and the Client, including any offer made by Lowland to the Client. Any General Terms and Conditions used by the Client shall only apply if expressly accepted by Lowland in writing.
- C. All offers, regardless of the way in which they are made, are subject to contract.
- D. The Client with whom a contract has been concluded on the basis of these terms and conditions is deemed to tacitly agree to the applicability thereof to one or more Contracts subsequently concluded with Lowland.
- E. Lowland shall not be bound by any General Terms and Conditions or Purchase Conditions of the Client, insofar as they differ from these Terms and Conditions. Insofar as stipulations deviate from these Terms and Conditions, they are therefore expressly not accepted. Acceptance of the Client's terms and conditions can only take place explicitly and in writing by Lowland.
- F. If any provision of these Terms and Conditions is null and void or nullified, the remaining provisions of these Terms and Conditions shall remain in full force and effect and the Parties shall enter into discussions in order to agree on new provisions to replace the null and void or nullified provisions, taking into account as much as possible the purpose and purport of the null and void or nullified provision.
- G. Lowland shall be entitled to unilaterally amend the content of these Terms and Conditions. The Client shall be informed accordingly in writing. For existing agreements, the validity of the amended Terms and Conditions shall commence one calendar month after

the written notification of the amendment, unless the Client has explicitly stated in writing that he does not agree with the proposed amendments.

- H. The contract commences as soon as the contractor has left his home until the contractor returns home. This is also called "door-to-door".
- I. The parties are obliged at all times to act in accordance with applicable legislation and regulations.

**3. Suitability of the contractor.**

- A. The client must ascertain within the first week of the contract whether the contractor has the technical and/or professional ability to perform the contract. If there is any doubt in this regard, the client must notify Lowland accordingly within 7 days of commencement of the contract. In that case Lowland shall arrange for the contract to be performed by a different contractor.

**4. Equal treatment.**

- A. The client shall treat the contractors in the same manner as its own employees, and inform Lowland of the remuneration of its own employees, which shall be equal to the remuneration of Lowland's contractors. The client is at all times responsible for the correct execution of this. Lowland shall not be responsible for incorrect information provided by the client.

**5. Rates.**

- A. The rates agreed between Lowland and the client, either on a time unit basis or for the entire project, are based on the assumption that the contract can be completed within the agreed period or within the anticipated period stated by the client. If that period is exceeded, the additional costs shall be payable by the client.
- B. Foreign taxes and national insurance contributions are not included in the agreed rates. The rates shall be increased by such taxes and contributions with retroactive effect if Lowland is held liable for them. The client may, however, enter into a direct arrangement with foreign tax authorities to avoid or redeem such taxes and contributions.
- C. Overtime and surcharges shall be passed on separately to the client.
- D. Lowland shall be entitled to make interim changes to the applicable rate if (i) the hourly wage of the party performing the contract has increased or (ii) the national insurance or other insurance contributions payable by Lowland increase, in both cases by means of an adjustment so that Lowland does not incur a loss because of the aforementioned increases.
- E. The rate does not include costs for travel, accommodation, food, housing, visas or additional training, unless otherwise agreed in writing. These costs shall be charged to the client at cost price. Travelling days shall be charged at the applicable rate, unless agreed otherwise in writing.
- F. VAT is payable on all agreements and contracts, unless expressly agreed otherwise in writing.

**6. Payment of wages.**

- A. Lowland is responsible for paying the remuneration,

wages and expenses to the contractor and for paying any withholding taxes and contributions in the Netherlands.

#### **7. Invoicing/payment.**

- A. Invoicing basically takes place monthly, unless a different invoicing period was agreed. Invoices are based on the timesheet signed for approval by the client, which must state the correct number of normal and overtime hours worked and must also in all other respects be filled in completely and truthfully. If there is any difference between the copy retained by the client and the original timesheet in Lowland's possession, the latter shall be taken to be correct and serve as the basis for the invoice, unless agreed otherwise.
- B. Lowland may issue partial invoices at any time, even if the work is still in progress.
- C. Unless otherwise agreed, invoices must be paid within 14 days after being sent. The client may not deduct, withhold or set off any amounts from or against the invoices, on whatever grounds or for whatever reason.
- D. Payments must only be made to Lowland by bank transfer to one of the bank account numbers stated on its invoice. Any other method of payment is invalid, except when approved by Lowland afterwards.
- E. If the payment term is exceeded, the client shall be in default without any notice of default being required. From the moment of default, Lowland shall be entitled to charge interest on the due amount at 2% per month or part thereof.
- F. All extrajudicial and judicial costs associated with the collection of due amounts are payable by the client. The costs associated with collection shall amount to at least 15% of the outstanding principal sum, subject to a minimum of €500.
- G. In case of non-payment, late payment or other breach of contract by the client, a petition for a moratorium or a winding-up petition, full or partial attachment of the client's assets or the liquidation of the client's business, Lowland may suspend or terminate all current contracts by simple notice, without prior notice of default or judicial intervention being required. Lowland shall be entitled in case of the suspension or termination of the contract for one of the aforementioned reasons, to claim at least 20% of the agreed payment for the contract as compensation, without having to provide any proof of the existence of that damage and without prejudice to its right to claim full compensation if its actual damage exceeds 20% of the agreed payment.
- H. Any claim of Lowland against the client in all of the cases referred to in the previous paragraph of this article shall be immediately due and payable in full.

#### **8. Application of tax facility.**

- A. In the event of application of the Shipping Rebate Act (Wet Afdrachtvermindering Zeevaart) ('tax facility') or any other subsidy scheme, the Client is obliged to fulfil the administrative requirement(s) of this scheme/these schemes towards Lowland. If and to the extent that the Client does not fulfil this/these administrative requirement(s) or not in a timely manner, Lowland reserves the right to correspondingly adjust the rate with retroactive effect up to the time of the start of the Contract. The Client shall at all times immediately

inform Lowland if the Client has information that shows that application of any subsidy scheme might/would not be valid (anymore) due to not complying with the regulations set for it, e.g. conditions regarding the ship, the (project) activities, the navigation area, the work locations and/or the number of hours worked, etc. The Client indemnifies and holds Lowland harmless against all costs that directly or indirectly arise from any failure to inform Lowland correctly and/or timely in this context.

#### **9. Travelling and other expenses.**

- A. The client is obliged to reimburse Lowland for all travelling and other expenses incurred by or on behalf of the contractor in relation to preparing for or performing the contract.

#### **10. Guarantee of safety by the client.**

- A. The client must comply with its obligations with regard to the protection of property and the occupational health and safety of Lowland's contractors.
- B. The client must indemnify and hold Lowland harmless against any claim for the compensation of damage, caused by the failure of the client to meet its obligations towards the contractor.

#### **11. Use of motor vehicles.**

- A. The client shall not allow contractors of Lowland to use any motor vehicle, including the contractor's own motor vehicle, in relation to preparing for or performing the contract, without having carefully determined in advance whether there is liability insurance (compulsory or otherwise) and adequate driver and passenger insurance for the motor vehicle in question.
- B. The client must indemnify and hold Lowland harmless at all times against any liability (insured or otherwise) relating to the use of motor vehicles by contractors during the preparation for or performance of the contract.

#### **12. Termination of the agreement by the client.**

- A. If a Lowland contractor commits any serious proven offence, gross negligence or other form of serious misconduct during the performance of the contract, which affects the performance thereof, the client shall be entitled to notify Lowland that it shall no longer make use of that contractor's services with immediate effect. As the occasion arises, the client may choose between replacing the contractor (if a substitute contractor is available) and terminating the contract.
- B. Early termination of the contract — i.e. before the agreed completion date or before the anticipated completion date as stated by the client — for reasons other than those mentioned in the previous paragraph is not permitted.

#### **13. Exclusion of liability and insurances.**

- A. It is hereby expressly agreed that no employee or contractor of Lowland (including every sub-contractor from time to time employed by Lowland) shall in any circumstances whatsoever be under any liability whatsoever to the client or third parties for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or

default on his part while acting in the course of or in connection with carrying out any work and, without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to Lowland or to which Lowland are entitled hereunder shall also be available and shall extend to protect every such employee, subcontractor or agent of Lowland acting as aforesaid and for the purpose of all the foregoing provisions of any contract and these general terms and conditions.

- B. If Lowland is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including sub-contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to any contract and these general terms and conditions.
- C. The client indemnifies and holds Lowland harmless against all claims against Lowland by the contractor or third parties for which it is not liable in its relationship to the client according to the previous paragraphs of this article.
- D. The client shall procure that throughout the period of the contract at the Client expense, the Vessel is insured for not less than its sound market value or entered for its full gross tonnage, as the case may be, for hull and machinery marine risks (including but not limited to crew negligence) and excess liabilities; protection and indemnity risks (including but not limited to pollution risks, diversion expenses war risks (including but not limited to blocking and trapping, protection and indemnity, terrorism and crew risks); and all in accordance with the best practice of prudent owners of vessels, with sound and reputable insurance companies, underwriters or associations.
- E. All premiums and calls on the Owners' Insurances are paid by their due date.
- F. The client hereby undertake to keep Lowland and their employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them arising out of or in connection with the performance of the contract, and against and in respect of all costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) which Lowland may suffer or incur (either directly or indirectly) in the course of the performance of the contract.
- G. Where and if Lowland is providing services where the MLC-2006 is applicable and/or MLC certified vessel, the Client's insurance will always cover Contractor for the liabilities of the Client in accordance with all MLC Regulations.
- H. In the event of any and all liability of Lowland from the Contract, Lowland shall in any event, for each individual event, be limited to 50% of the amount invoiced to Customer in connection with the supplied services by a Contractor to Customer with a maximum of 3 months. Lowland is entitled to take actions to prevent or limit any loss or damage. Lowland shall never be liable for any indirect loss or damage, including consequential loss and damage.

- I. The provisions in this article 13 also apply during the contractor's commute from his residential or business address to the work location and vice versa.

#### **14. Force majeure.**

- A. In the event of force majeure on the part of Lowland its obligations under the Contract shall be suspended for the duration of the force majeure situation. As soon as a situation of force majeure continues for Lowland, Lowland shall notify the client accordingly. Force majeure includes any circumstance that beyond the control of Lowland, which temporarily or permanently impedes the performance of the Contract and which should not be at its risk either by law or pursuant to the principles of reasonableness and fairness.
- B. To the extent not already included, force majeure also includes: industrial action, factory occupation, blockades, embargoes, government measures, war, revolution and/or any situation deemed equivalent thereto, power cuts, disruptions to electronic communication lines, fire, explosions and other contingencies, water damage, floods, earthquakes and other natural disasters as well as significant illness of an epidemiological nature of Lowland Employees.
- C. If the force majeure situation has continued for three months, or as soon as it is established that the force majeure situation shall continue for more than three months, either Party is entitled to terminate the Contract early without having to observe any notice period.
- D. During the force majeure situation Lowland is not obliged to pay any damage of or with the Client, nor is it obliged to do so after termination of the Contract as meant in paragraph 3 of this article.

#### **15. Redeployment and deployment abroad.**

- A. The client may not provide contractors to third parties itself, unless Lowland gives prior written consent to this.
- B. Without prior written consent of Lowland, the client is prohibited from deploying contractors outside the agreed navigation area or location in regions that were designated as dangerous by KNVR and/or the government. In these areas or regions the contractor is prohibited from performing activities, unless agreed with Lowland in advance and provided the necessary safety measures have been taken and the client has taken out additional liability insurance and 'kidnap & ransom' insurance for Lowland's contractor or contractors.
- C. The Client is not permitted to deploy the Contractor in a place or an area where there is risk to the health of the contractor or where the contractor's safety is or may be in jeopardy. If after the start of the work the Contractor's health or safety is in jeopardy, the Client is obliged to immediately repatriate the contractor at its expense.
- D. The Client is fully liable for the damage suffered by the Contractor due to or as a result of harm to his health or threat to his safety.
- E. The Client has the responsibility to fulfil and comply with the employer's obligations imposed by the law regarding safety and other employment conditions,

preparing an RI&E, as well as by locally applicable legislation and/or regulations.

- F. Based on the law and general health and safety in the workplace the client must ensure that the contractor:
- does not consume alcohol and does not use drugs at work and is not under the influence of alcohol or drugs at work
  - is offered adequate information and the right preventive measures and/or medicine in the context of health and illnesses.
- G. The Client indemnifies and holds Lowland harmless at all times against claims filed against Lowland due to the Client failing to perform the obligations set out in this article and authorises Lowland to assign its claims in this context to the directly interested party or parties, or to enforce them towards the Client on behalf of Lowland.

**16. Exclusivity.**

- A. The client may not directly or indirectly enter into an agreement with the contractor during the preparation for or performance of the contract that differs from or adds to the contract, unless Lowland gives prior written consent to this.
- B. The client may not arrange for the contractor to perform work, as a self-employed person or through an intermediary, within 24 months after termination of the contract. If this nevertheless occurs, Lowland shall be entitled to compensation of 32% of the annual wage that it previously paid the contractor as a recruitment and selection fee.

**17. Statements by personnel.**

- A. Statements made by personnel and contractors of Lowland do not have binding effect on Lowland, unless these statements are confirmed in writing by a Lowland director.

**18. Applicable law and competent court.**

- A. All agreements concluded between Lowland and the client shall be governed by these general terms and conditions. No amendment of or deviation from these general terms and conditions shall be effective without an express, written and signed statement of approval by Lowland's board of directors.
- B. Dutch law is applicable to any and all agreements concluded by Lowland.
- C. All disputes in relation to the contract and/or the application of these general terms and conditions shall be settled by the Haarlem District Court unless another court has mandatory jurisdiction.