

## **GENERAL TERMS AND CONDITIONS LOWLAND NEDERLAND B.V. also trading as Lowland Marine & Offshore**

These general terms and conditions (Lowland 2012 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:

- Lowland: Lowland Nederland B.V.
- client: any natural person and/or legal entity that enters into an agreement for services with Lowland
- contractor: any natural person or legal entity engaged or hired by Lowland to perform existing assignments between Lowland and the client
- assignment: the agreement entered into between Lowland and the client.

### **2) Suitability of the contractor**

The client must ascertain within the first week of the assignment whether the contractor has the technical and/or professional ability to perform the assignment. If there is any doubt in this regard, the client must notify Lowland thereof within seven days of commencement of the assignment. Lowland will arrange for the assignment to be performed by another contractor in that case.

### **3) 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 assignment can be completed within the agreed period or within the anticipated period stated by the client. If that period is exceeded, the additional costs will be payable by the client.

B. Foreign taxes and social security contributions are not included in the agreed rates. The rates will be increased by those 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 will be charged separately to the client.

D. Lowland will be entitled to make interim changes to the applicable rate if (i) the hourly wage of the assignment contractor has increased or (ii) the social security 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. All stated or agreed rates exclude VAT, unless expressly stipulated otherwise in writing.

### **4) Payment of wages**

Lowland is responsible for paying the remuneration, wages and expenses to the contractor and for deducting taxes and contributions in the Netherlands.

### **5) Invoicing/payment**

A. Invoicing takes place weekly, in principle, unless a different invoicing period has been agreed. Invoices are based on the timesheet signed off 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 will be taken to be correct and serve as the basis for the invoice.

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 of being sent to the client.

The client may not deduct, withhold or set off any amounts from or against the invoices, on whatever basis or for whatever reason.

D. Payments must only be made to Lowland by way of transfer to one of the bank account numbers stated on its invoice. Any other form of payment is invalid, unless subsequently ratified by Lowland.

E. If the payment term is exceeded, the client will be in default without the need for any notice of default.

Lowland will be entitled to charge interest on the due amount of 2% per month or part thereof, counting from the moment of default.

F. All extrajudicial and judicial costs associated with the collection of due amounts are payable by the client. The costs associated with collection will 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 by the client, a petition for a moratorium on the payment of the client's debts or the client's bankruptcy/liquidation, a full or partial attachment of the client's assets or the liquidation of the client's business, Lowland may suspend or terminate all current assignments by simple notice, without the need for a prior notice of default or judicial intervention. Lowland will be entitled in case of the suspension or termination of the assignment for one of the aforementioned reasons, to claim at least 20% of the agreed payment for the assignment as compensation, without having to provide any proof of the existence of that damage and notwithstanding 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 will be immediately due and payable in full.

### **6) Travel and other expenses**

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

### **7) Guarantee of safety by the client**

The client must comply with its obligations with regard to the protection of property, occupational health and safety of Lowland's contractors.

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.

### **8) Use of motor vehicles**

A. The client may 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 assignment, 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 assignment.

### **9) Termination of the agreement by the client**

A. If a contractor of Lowland commits any serious offence, gross negligence or other form of serious misconduct during the performance of the assignment, which affects the performance thereof, the client will be entitled to notify Lowland that it will no longer make use of that contractor's services with immediate effect. The client may choose in that case between replacing the contractor (if a substitute contractor is available) or terminating the assignment.

B. The early termination of the assignment — 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.

### **10) Exclusion of liability**

A. Lowland is in no way liable for damage caused to or otherwise suffered by the client or third parties on

account of the contractor in relation to preparing for or performing the assignment.

B. Lowland is in no way liable towards the client or third parties for damage that it causes itself in relation to preparing for or performing the assignment, except insofar as such damage is the result of the intent or wilful recklessness of its directors.

C. Lowland is not liable for the fulfilment of obligations entered into by or which otherwise arise for contractors in relation to preparing for or performing the assignment.

D. 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.

#### **11) Prohibition on reassignment and on the assignment of contractors abroad**

a. The client may not provide contractors to third parties itself, unless Lowland gives its prior written consent for this purpose.

B. The client may not assign contractors outside the Netherlands without Lowland's prior written consent. The client must arrange for the contractor to return immediately to the Netherlands directly Lowland withdraws its consent for contractors to perform work outside the Netherlands.

#### **12) Exclusivity**

A. The contractor may not directly or indirectly enter into an agreement with the contractor during the preparation for or performance of the assignment which differs from or adds to the assignment, unless Lowland gives its prior written consent for that purpose.

B. The client may not arrange for the contractor to perform work, as a self-employed person or through an intermediary, within 24 months of the termination of the assignment. If this nevertheless occurs, Lowland will be entitled to compensation of 32% of the annual wage that it previously paid the contractor as a recruitment and selection fee.

#### **13) Statements by personnel**

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

#### **14) Applicable law and competent court**

A. All agreements concluded between Lowland and the client will be governed by these general terms and conditions. No amendment of or deviation from these general terms and conditions will be effective without an express, written and signed statement of approval by Lowland's board of directors.

B. Dutch law applies to all agreements concluded by Lowland.

C. All disputes in relation to the assignment and/or the application of these general terms and conditions will be settled by the Haarlem District Court unless another court has mandatory jurisdiction.