

General Terms and Conditions Redwise-DCP B.V., Energieweg 4, 1271 ED Huizen (Chamber of Commerce nr. 71417737)

Hereinafter referred to as "Redwise"

1. General Provisions and Applicability

1.1 These General Terms and Conditions are applicable to all offers, concluded contracts and subsequent factual and legal acts including the provision of North Sea pilotage services for the shipping companies, the delivery of VTS Offshore Operators, communication of helicopter pilotage, all this in the broadest sense of the word.

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

1.3 Deviations from these General Terms and Conditions can only take place upon written consent of Redwise.

1.4 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. Redwise 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 Redwise has started the carrying out thereof or after Redwise has accepted this in writing.

2.2 If an agreement has been entered into then, for Redwise, this agreement shall always consist of a best effort obligation towards the other party. Redwise undertakes to carry out the activities agreed upon to the best of its knowledge and ability, but it does not guarantee any results whatsoever.

2.3 Those, who order activities and services to Redwise 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 Redwise to fulfil all obligations towards it arising from the order and accept, by and due to the mere fact of giving the order to Redwise, their own liabilities towards Redwise in respect of said fulfilment. In any event the physical performance of pilot services on board of vessels constitutes a legal relationship between Redwise and the Owners of the respective vessel to which these general conditions apply.

2.4 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 Redwise for the fulfilment of all obligations arising from the order, also in the event its identity is made known to Redwise 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

Redwise 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 Redwise the additional costs reasonably assessed by Redwise.

4. Prices

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

4.2 In case of changes in wages, cost prices of raw materials or materials and/or exchange rate fluctuations, which pertain to the performance agreed upon, Redwise is entitled to increase the initial price accordingly.

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

5. Execution of the Agreement.

Redwise 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 Redwise and the other party towards each other as laid down in these General Terms and Conditions, provided that Redwise 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 Redwise requires payment in cash, all invoices from Redwise shall be paid within 30 days after the invoice date in the currency agreed upon in a manner to be indicated by Redwise. Unless expressly agreed by Redwise in writing the other party is not entitled to set off or compensate invoices or to suspend performance whatsoever.

6.2 In the event of non-timely payment Dutch statutory commercial interest (art. 6:119 a Dutch Civil Code shall be due by the other party.

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

6.4 Extrajudicial recovery costs shall be charged to the other party in accordance with the collection rate of the Act Compensation for extra judicial recovery costs ("Besluit vergoeding voor buitengerechtelijke incassokosten").

6.5. Payment by or in the name of the other party shall serve to settle the extrajudicial recovery 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 Redwise, there is good reason that the other party will not fulfil its obligations in time, then the other party is obliged, on demand of Redwise, to immediately provide sufficient security in the form required by Redwise 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 Redwise is entitled to suspend the fulfilment of its obligations.

8. Time bar and fulfilment

All claims against Redwise and against third parties involved by Redwise in the execution of the agreement will be extinguished and barred after 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, Redwise 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 Redwise against the other party are to be paid on demand immediately.

9.2 In the event the fulfilment by Redwise is not possible, in whole or in part, due to force majeure, either temporarily or permanently, Redwise is entitled to terminate the agreement.

9.3 The term „force majeure“ shall mean all circumstances irrespective of the will of Redwise, temporarily or permanently, including (without limitation) actions of persons or companies deployed by Redwise in the fulfilment of the obligations, unsuitability of matters used by Redwise 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 Redwise is not able to fulfil its obligations.

10. Liability/Compensation

10.1 In the event Redwise is liable, then this liability is limited to what is set out in this article.

10.2 The other party is obliged to timely provide Redwise with the correct and complete information required by it. Redwise is never liable for loss or damage, of any kind whatsoever, arising due to the fact that Redwise has departed from the incorrect or incomplete information provided by or on behalf of the other party.

10.3 Redwise excludes any and all liability unless caused by gross negligence or wilful misconduct on the part of the management of Redwise. Redwise furthermore excludes any and all liability for loss or damage caused by pilots and/or other persons who provide their services through Redwise. At all

activities and provisions of goods and services Redwise 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 Redwise.

10.4 All pilots engaged through Redwise shall provide pilotage services in the capacity of advisor to the Master of a vessel for the purpose of enhancing the safety of traffic at sea as well as contributing to the efficient operation of the vessel. The pilot's personal liability for damages is expressly excluded unless caused by gross negligence or wilful misconduct pursuant art. 3 of the Dutch Pilotage Act ("Loodsenwet").

10.5 Redwise shall never be liable for consequential loss or damage, including loss of profit, lost savings and loss due to business discontinuation.

10.6 In so far as Redwise is liable, the compensation to be paid by it shall, in all cases, be limited to the invoice value.

10.7 It is hereby expressly agreed that employees or agents of Redwise (including every sub-contractor from time to time employed by Redwise) can invoke every exemption, limitation, condition and liberty herein contained including the law and jurisdiction clause and every right, exemption from liability, defence and immunity of whatsoever nature applicable to Redwise or to which Redwise is entitled hereunder shall also be available and shall extend to protect every such employee or agent.

11. Indemnity/Third-party Clause

11.1 The other party indemnifies Redwise 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 Redwise. If for that reason Redwise would receive claim(s) from third parties, then the other party is obliged to assist Redwise 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 Redwise is, without further notice of default, entitled to take proper measures itself. All costs and loss on the part of Redwise 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 Redwise 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 Redwise.

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 Redwise, 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 Redwise and the other party and, for the avoidance of doubt, to all services rendered by pilots. The applicability of the Vienna Sales Convention 1980 (CISG) is excluded.

13.2 Disputes between Redwise and the other party shall be exclusively settled by the competent Court at Rotterdam, except if Redwise, as plaintiff or requesting party, chooses the competent court in the place of domicile 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.

Filed at the Chamber of Commerce