

Terms and Conditions Maritime Sisters

Article 1 Definitions

1. In these terms and conditions, the following terms are used with the following meaning, unless expressly stated otherwise.

Contractor: Maritime Sisters.

Client: the counterparty of the Contractor.

Assignment: the work, to be determined in mutual consultation between the client and the Contractor, that must be performed by the Contractor and the conditions under which this must take place.

Quotation: the activities specified to a greater or lesser extent and the budget of the costs associated with those activities as well as discounts.

Agreement: all Agreements between the client and the Contractor to which these terms and conditions apply.

Article 2 General

2.1. These terms and conditions apply to all offers, Quotations, activities, Assignments and Agreements between the Contractor and Clients.

2.2 The present terms and conditions also apply to all Assignments with the Contractor, for the execution of which third parties must be involved.

2.3 If one or more of the provisions in these terms and conditions are null and void or should be annulled, the other provisions of these terms and conditions will remain fully applicable. The Contractor and the Client will then enter into consultation to agree on new provisions to replace the voided provisions, whereby the purpose of the original provision are observed as far as possible.

2.4 The Contractor is entitled to change these terms and conditions. In this event, these changed terms and conditions will then apply.

2.5 These terms and conditions are also available in Dutch. In the event of a dispute about the content or purport of these terms and conditions, only the Dutch version will be binding.

Article 3 Formation of the Agreement, offers and cancellation

3.1 The Agreement between the Contractor and the Client is concluded by the signing by the Client of the Quotation or order confirmation issued by the Contractor. The Agreement can be concluded in writing or electronically.

3.2 Quotations from the Contractor are based on the information provided by the Client. The Client guarantees that it has provided all essential information for the design, execution and completion of the Assignment to the best of its knowledge.

3.3 The Contractor is only bound by the offers if the acceptance thereof is confirmed in writing by the other party within thirty (30) days of receipt, unless indicated otherwise.

3.4 The Quotations made by the Contractor are without obligation. The Quotations are valid for thirty (30) days, unless stated otherwise.

3.5 If the acceptance deviates from the offer included in the Quotation, the Contractor is not bound by it. The Assignment will then not be concluded in accordance with this deviating acceptance, unless the Contractor indicates otherwise.

3.6 A composite Quotation does not oblige the Contractor to perform part of the Assignment against a corresponding part of the stated price.

3.7 Quotations and prices included therein for the work do not automatically apply to future Assignments.

3.8 Insofar as unavoidable deviations from an offer occur during the execution of the Assignment, the Contractor will inform the Client about this at the earliest possible stage.

3.9 Changes to the Assignment and the Agreement can only be made in writing, unless the Contractor expressly indicates otherwise. Any additional or reduced costs resulting from changes to the assignment will in principle be

charged to or credited to the client. Changes to the order may result in the agreed delivery time being delayed. In this event, the Contractor does not bear responsibility for the delay.

3.10 The Client is entitled to cancel the Agreement prematurely by registered letter or email with confirmation of dispatch and receipt. Nevertheless, the client remains liable to pay the full amount as included in the Agreement. In the event of cancellation, the Contractor is not obliged to proceed to any refund or reduction of the agreed rates.

Article 4 Prices, rates, delivery and payment conditions

4.1 All prices, rates, etc. are exclusive of VAT and any travel, shipping, transport, courier and office costs, unless expressly stated otherwise. If applicable, travel time will be charged separately.

4.2 The client expressly and irrevocably and unconditionally grants the Contractor permission to use any monies received for or from the client to offset what the client owes the Contractor.

4.3 The services are provided in accordance with what has been agreed in the Agreement.

All payments must be made to an account to be designated by the Contractor.

4.4 A term of delivery specified by the Contractor, unless it is expressly indicated in writing that it concerns a deadline, is only an indication. In the event of a deadline agreed in writing, the Contractor will only be in default after the Client has given it notice of default.

4.5 The Contractor always has the right to request an advance or invoice for the provision of services.

4.6 Invoicing based on the Agreement takes place as follows: 25% at the start of the assignment and 75% at the completion of the assignment, unless otherwise agreed between the parties.

4.7 The Contractor has the right to change its rates as of 1 January of each calendar year.

4.8 The Contractor will inform the Client in writing in the event that the rates in an Agreement are increased in the interim. The Client must object to this increase in writing within ten (10) working days of becoming aware of this increase. The right to do so lapses after the expiry of the aforementioned objection period of ten (10) working days.

4.9 If the Client does not wish to accept the increase in the rate made known by the Contractor, the Client is entitled to cancel the Assignment in writing within ten (10) working days after the notification referred to, or to cancel the Assignment by the date stated in the notification from the Contractor on which the rate adjustment would come into effect.

4.10 Payment must be made within fourteen (14) days of the invoice date, unless agreed otherwise by the Client and the Contractor. Objections to the amount of the invoices do not suspend the payment obligation.

4.11 In the absence of timely payment, the Client is entitled to charge the statutory interest without further notice of default. If, even after a first reminder, payment of the Contractor's invoices is not made by the Client, all judicial and extrajudicial collection costs will be due, which will amount to at least 15% of the total claim. The interest on the due and payable amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount. The costs of a reminder and summons due to the Client's default are entirely at the expense of the Client.

4.12 If the payment of an invoice is not made, the Contractor can suspend the execution of the Assignment until payment has been made.

4.13 In the event of (intention to) liquidation, bankruptcy, seizure, creditors' Agreement, debt restructuring or (provisional) suspension of payment of the Client, the claims of the Contractor against the Client are immediately due and payable.

4.14 The Contractor has the right to have the payments made by the Client go first of all to reducing any collection costs, then to reducing the interest that has fallen due, and

finally to reducing the principal sum of the outstanding invoice.

4.15 The Client is not entitled to offset and/or suspend payments of invoices from the Contractor.

4.16 The Client must declare in writing within five (5) working days that it disagrees with an invoice, otherwise the invoice amount will be recognized.

Article 5 Provision of information and privacy protection

5.1 The Client will provide the contractor with all documents, information and contacts that are necessary for the proper execution of the Assignment in a timely manner.

5.2 The Contractor will process the personal data made available by the Client for the purpose of the agreement in a correct and careful way in a manner that is in accordance with the General Data Protection Regulation.

5.3 The Contractor does not store (personal) data longer than is necessary for the agreed purpose, with due observance of the applicable statutory retention period.

Article 6 Execution of the Assignment and the involvement of third parties

6.1 The Contractor will perform the work in the context of the Assignment to the best of its knowledge, expertise and ability.

6.2 Insofar as the proper execution of the Assignment requires this, the Contractor has the right to have (parts of) the work carried out by third parties. The contractor will do this in consultation with the client. The Contractor undertakes to make maximum efforts to ensure that the agreed obligations and quality are achieved.

6.3 The Contractor accepts no liability for the work performed by third parties insofar as they themselves have entered into an Agreement with the Client.

6.4 The Contractor is not liable for damage of any nature whatsoever because the Contractor relied on incorrect and/or incomplete information provided by the Client, unless the Contractor should have been aware of this inaccuracy or incompleteness.

6.5 If it has been agreed that the Assignment will be carried out in phases, the Contractor can suspend the execution of those parts that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.

6.6 If work is performed by the Contractor or third parties engaged by the Contractor in the context of the Assignment at the location of the Client or a location designated by the Client, the Client will provide the facilities reasonably desired by those employees free of charge.

Article 7 Changes to the Assignment, additional work

7.1 The Client accepts that the time schedule of the Assignment can be influenced if the parties decide in the interim to change the approach, working method or scope of the Assignment and the resulting work. If interim changes occur in the execution of the Assignment due to the actions of the Client, the Contractor will make the necessary adjustments in consultation with the Client. If this leads to additional work, this will be charged to the Client as an additional Assignment after Agreement between the Contractor and the Client. Before the start of the additional work, the Contractor will provide the Client with an overview of the additional work and associated costs. The Contractor is entitled to charge the extra costs to the Client for changing the Assignment.

7.2 Contrary to paragraph 1, the Contractor will not be able to charge additional costs if the change or addition to the Assignment is the result of circumstances that can be attributed to the Contractor.

Article 8 Force majeure

8.1 Shortcomings of the Contractor in the fulfillment of the Agreement cannot be attributed to it if they are not due to its fault, nor are they for its account by virtue of the law, the Agreement or generally accepted views. If the Contractor is

prevented from carrying out the work in whole or in part due to force majeure, it has the right, without judicial intervention, to suspend the execution of the Agreement or to dissolve the Agreement in whole or in part, at its option, without compensation or warranty.

8.2 Shortcomings of the Contractor in the fulfillment of the Agreement as a result of epidemic, pandemic, war, mobilization, riots, flooding, closed shipping, other transport obstructions, stagnation in, limitation or cessation of supply by public utilities, electricity, gas, or other means of generating energy, fire, machine breakdown and other accidents, strikes, lockouts, actions by trade unions, export restrictions, other government measures and other external causes or circumstances over which the Contractor has no influence and which it has been unable to prevent, regarded as force majeure, cannot be attributed to the Contractor and do not entitle the Client to dissolve the Agreement or to compensation.

8.3 Force majeure also includes delays in the work caused by a third party engaged by the Contractor.

8.4 The Contractor also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after the Contractor should have fulfilled its obligations.

8.5 The parties can suspend the obligations under the Assignment during the period that the force majeure continues. If this period lasts longer than two (2) months, each of the parties is entitled to dissolve the Assignment, without any obligation to pay damages to the other party.

8.6 Insofar as the Contractor has already partially fulfilled his obligations under the Assignment at the time of the occurrence of force majeure, or will be able to fulfill them, and the fulfilled or to be fulfilled part has independent value, the Contractor is entitled to part payment, to be invoiced separately to the Client.

The Client is obliged to pay this invoice as if it were a separate Assignment.

Article 9 Investigations and complaints

9.1 Complaints about the work performed must be reported to the Contractor in writing by the Client immediately after delivery, but no later than thirty (30) days after completion of the relevant work. The notice of default must contain as detailed a description as possible of the shortcoming, so that the Contractor is able to respond adequately.

9.2 If a complaint is well-founded, the Contractor will still perform the work as agreed, unless this has already become demonstrably pointless for the Client. The latter must be made known in writing by the Client.

9.3 If the performance of the agreed work is no longer possible or useful, the Contractor will only be liable within the limits of Article 11.

Article 10 Suspension and dissolution

10.1 The Contractor is authorized to suspend compliance with its obligations or to dissolve the Agreement if:

a. The Client does not fully comply with the obligations under the Agreement and has not remedied this shortcoming within a reasonable period set by the Contractor;

b. After concluding the Agreement, the Contractor becomes aware of circumstances that give good grounds to fear that the Client will not fulfill the obligations under the Agreement. If there is good reason to fear that the Client will only partially or not properly fulfill its obligations;

c. At the conclusion of the Agreement or during its implementation, the Client was requested to provide security for the fulfillment of its obligations under the Agreement and this security is not provided or, in the opinion of the Contractor, is insufficient. As soon as security has been provided, the right to suspend lapses, unless this payment has been unreasonably delayed as a result;

d. In the event of (intention to establish) a creditor Agreement, (provisional) suspension of payment, bankruptcy, debt restructuring, attachment, or liquidation of the Client.

10.2 Furthermore, both the Client and the Contractor are authorized to dissolve the Agreement (or have it dissolved) if circumstances arise of such a nature that fulfillment of the Agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise which are of such a nature that unaltered maintenance of the Agreement cannot reasonably be expected.

10.3 Exceeding the term of the work does not entitle the Client to dissolve this Agreement.

10.4 If the Agreement is dissolved (for whatever reason), the Contractor's claims against the Client are immediately due and payable. If the Contractor suspends compliance with its obligations, it will retain its claims under the law and the Agreement and will always be entitled to claim compensation.

Article 11 Liability

11.1 The activities of the Contractor are performed using all expertise and experience available to the Contractor. Despite the fact that the Contractor makes every effort to perform each Assignment to the best of its knowledge and ability and in good faith, the Contractor does not guarantee that the results intended by the Client will be achieved.

11.2 Every Assignment accepted by the Contractor is subject to a best efforts obligation. The Contractor is only liable for shortcomings in the performance of the Assignment that are the result of carelessness and incompetence in issuing advice and carrying out Assignments.

11.3 Any liability arising from, or in connection with, the performance of an Agreement is limited to the amount invoiced to the Client on the basis of the relevant Agreement.

11.4 Contrary to the provisions of Article 11, paragraph 3 of this article, in the case of an Assignment with a term of more than six (6) months, the liability is further limited to the part of the fee owed over the last six (6) months.

11.5 Liability for indirect damage or consequential damage is excluded under all circumstances.

11.6 Without prejudice to the provisions of article 6:89 of the Dutch Civil Code, a claim for any compensation will lapse if the Client has not objected within thirty (30) days after the facts on which the claim is based became known or could reasonably have been known to the C.

11.7 The exclusion or limitations in accordance with this article 11 also apply to damage suffered by the Client due to the actions of third parties engaged by the Contractor.

Article 12 Indemnifications

12.1 The Client indemnifies the Contractor against claims from third parties with regard to intellectual property rights on materials or data provided by the Client, which are used in the performance of the Assignment.

12.2 If the Client provides the Contractor with information carriers, electronic files or software, etc., the latter guarantees that the information carriers, electronic files or software are free of viruses and defects.

Article 13 Confidentiality

13.1 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 Assignment. Information is considered confidential if this has been communicated by the other party or if this follows from the nature of the information.

13.2 If, on the basis of a statutory provision or a court decision, the Contractor is obliged to provide confidential information to third parties designated by law or the competent court, and the Contractor cannot invoke a legal or competent court order in this respect recognized or permitted right of nondisclosure, then the Contractor is not obliged to pay damages or compensation and the other party is not entitled to dissolve the Assignment on the basis of any damage caused by this.

Article 14 Intellectual property rights

14.1 All intellectual property rights, including copyrights, know-how, designs, models used or produced by or on behalf of the Contractor in the performance of the Agreement, remain the property of the Contractor, as well as the right to use them. In this context, know-how includes files, templates, concepts and/or data that the Contractor uses for an Assignment.

14.2 All intellectual property rights to the workshops, projects and training courses carried out by the Contractor rest with the Contractor, unless indicated otherwise.

14.3 The copyright on commissioned productions (including the concept) written by the contractor rests with the Contractor, unless deviating Agreements are made with the Client. In the event that any intellectual property right is transferred to the Client, whether or not in part, the Client will owe the Contractor a fee to be determined for this.

Article 15. Use of customer names

Unless agreed otherwise in writing, the Contractor may state the names of Clients, projects and completed works on/in the website, brochures, mailings and other advertising messages for the benefit of the Contractor.

Article 16. Competent court

16.1 All Agreements concluded under these terms and conditions and Agreements arising from them are governed exclusively by Dutch law.

16.2 All disputes arising from Agreements concluded under these terms and conditions and from the Agreements resulting from them can only be brought before the competent court in Amsterdam, including obtaining provisional measures.

16.3 These terms and conditions of sale have been filed with the Chamber of Commerce.

