

## GENERAL CONDITIONS

### 1. Conditions

The following general conditions apply to all of our contracts in Belgium as well as abroad.

Irrespective of other conditions of the client, these general conditions can only be deviated from if Electro Partners gives their consent in writing.

### 2. Orders - Price

An order given by the client is binding on him/her, but will only be binding on Electro Partners after her written confirmation or after starting executing the order.

The prices of Electro Partners include wages, social security, costs, inspections, products and materials and the like at the tariffs which are valid at the moment an offer is made.

If one of these elements is changed between the date an order is placed and the date of completion of the works, the prices are automatically and without prior notice adjusted proportionally from the date such change is carried through.

### 3. Acceptance

The client is allowed to inspect and control materials and works at the work shop of Electro Partners, on site, as well as on board the ship, wherever it may be berthed.

The client is considered to have accepted the work in the absence of a written notice at the moment the tests are carried through, or at the moment Electro Partners leaves the work or the ship.

### 4. Complaints

All complaints, other than those in connection with conformity and with visible defects (see art 3) must be filed in writing, the letter containing substantiated arguments and to be sent by registered mail within 8 days after the execution of the works, or at the latest 8 days after the ship's departure.

### 5. Liability

- a. Electro Partners never takes on custody of the ship or of any part of the ship. During the execution of the works the ship remains under the care, command, supervision and responsibility of the captain., regardless whether the ship is in dry dock or at any other berthing place, regardless whether the ship is brought to or is taken from the dry dock, or during a change of berthing place, regardless of whether or not the ship will remain moored after completion of the works, be it because of a decision from the ship owner or because of a lien is put on the ship for reason of outstanding payments or for any other reason whatsoever.
- b. Electro Partners cannot be held responsible for accidents, damages or loss of equipment and ships, before, during, or after execution of the works, nor for any damage occurrence to whomever it may be, unless Electro Partners acted intentionally. The above also applies to ship's parts or other objects brought into our work ship.
- c. The works are deemed to have been executed in accordance with the client's instructions. The client is obliged to provide all necessary information and will be responsible if the information given was incorrect or incomplete.
- d. All replaced materials remain the property of Electro Partners.
- e. Electro Partners cannot be held responsible for the consequences of provisional or urgent works they have to execute unless Electro Partners acted intentionally.

f. The mentioning of delivery terms or of terms for the execution of works does not imply any guarantee on the side of Electro Partners. Delays cannot give cause for the payment of damages, nor for rescission of the contract.

g. If Electro Partners cannot fulfil their obligations for reasons not imputable to any fault of her, they are entitled to either suspend the execution of the contract as long as the circumstances causing the hindrance continue to exist, or to notify the client in writing that the contract is being rescinded, this not giving rise to any claim for compensation, on the client's part. The following cases are to be considered as force, majeure, e.g.: break down of machinery, breakages or damages during transportation, fire, flooding, lock-out, war, revolution, occupation, disease, floating ice, lack of appropriate means of transportation, hindrance due to government measures, delays in delivery or production on the side of the manufacturer, strikes, walk-out, lock-out, extreme weather and calamities with manufacturers, suppliers, or in our own company.

### 6. Guarantee

The guarantee Electro Partners can put is restricted to new parts, as well as to the maximum guarantee granted by the manufacturer or supplier.

This guarantee cannot become effective when invoices and any interests and the like are not paid.

The guarantee is not valid if instructions for use were not followed, or in case of repairs or any other intervention by a third party.

### 7. Payments

All of our invoices are payable in cash in Antwerp on completion of the work and before the ship's departure.

For long-term jobs, Electro Partners is entitled to ask for advance payments.

In case of non-payment after the completion of the works or on the expiry date of an interim invoice, interests at a rate of 15 % per annum will automatically and without prior notice become due from the expiry date onwards.

In case of non-payment on the expiry date, Electro Partners will automatically and without prior notice, and this without prejudice to the interests and any possible legal costs.

- a. be allowed to suspend running orders.
- b. to increase the total of each invoice that is not fully paid on its expiry date by a fixed compensation equal to 10 % of the total amount due, with an absolute minimum of Euro 250,- and a maximum of Euro 5000,-, as compensation for the additional administrative and financial costs incurred because of the non-payment, and this without prejudice to any further claim for compensation of other losses suffered.

All complaints concerning the payable amounts must be filed in writing, enlisting all arguments brought forward and to be sent by registered mail within a term of 8 days after execution of the works, or at the latest 8 days after the ship's departure.

The ship owner or his representative has to present himself at Electro Partners within 30 days, after the complaint was mailed in order to obtain an amicable settlement.

After the lapse of this term, the client is held to have renounced his complaint.

Filing a complaint does not exempt the client of his duty to pay the invoiced amount.

## **8. Jurisdiction**

All disputes fall under the exclusive jurisdiction of the Courts and the Justice of the Peace of the judicial district of Antwerp.

All disputes are governed by the Belgian law.

The English version of the present General Conditions is a translating of the original Dutch text.

In case of indistinctness or contradiction the Dutch text will have precedence.

The Dutch version of these General Conditions can be obtained at the offices of Electro Partners.