General terms and conditions A.M.C.S. BV - 2025 edition

1 Definitions

1.1. Assignment Date: The date on which the Assignment is confirmed or entered into by communication.

1.2. A.M.C.S.: Alliance of Maritime Consultants & Surveyors BV, having its registered office at Kapelstraat 99, 2850 Boom and registered in the Crossroads Bank for Enterprises under number 1004.426.486. Hereinafter 'A.M.C.S.' refers to both the company itself, the shareholders, directors and employees of the company and the surveyors and consultants who carry out A.M.C.S. assignments on behalf of

1.3. Communication: Any form of oral or written exchange, including but not limited to e-mails, letters, text messages, telecommunications or social media channels.

1.4. Fees: Costs invoiced by A.M.C.S. bv to the Customer, including any value added tax and any expenses.

1.5. Surveyor/Consultant: Refers to the person or entity who, according to these general terms and conditions, performs the requested services on behalf of A.M.C.S on behalf of and under agreement with the Customer

1.6. : The party at whose request or on whose instructions A.M.C.S. performs the Order.

1.7. Expenses: Costs for necessary photography, reproductions, diagrams, sketches, printing, duplication and, where applicable, electronic transmissions. 'Expenses' shall also mean all reasonable and appropriate expenses such as travel, accommodation and hotel costs in connection with the engagement and, if necessary, mobilisation and demobilisation costs and rental of specific equipment for the performance of the Engagement.

1.8. Assignment: the agreement between A.M.C.S. and the Customer regarding the services to be performed by the Surveyor/Consultant.

1.9. Parties: The Customer and A.M.C.S. are jointly referred to as "Parties" in the General Terms and Conditions.

1.10. Report: Any report, statement or document provided by A.M.C.S. and relating to the Engagement.

1.11. Representative: An intermediary appointed by the customer to coordinate, facilitate and communicate with the Surveyor/Consultant for the proper execution of the Engagement.

2 Scope

2.1. These general terms and conditions apply to the integral contractual relationship between the Parties to the exclusion of any other general terms and conditions.

2.2. The parties acknowledge that the Order and these general terms and conditions comprise all agreements between the parties and supersede all previous agreements (written or oral) or understandings, which would still be in force between the parties.

2.3. The parties can only deviate from the Order and these general terms and conditions by means of a written agreement signed by both of them.

2.4. The parties acknowledge that they agree with full knowledge of the Order and these general terms and conditions that they are fully informed of the scope of their mutual rights and obligations. The parties renounce to invoke any error, in law or in fact, or any negligence regarding the existence or extent of their rights as well as regarding the content of the Order or these general terms and conditions.

2.5. The Parties agree to each of the individual provisions/clauses of these General Terms and Conditions and acknowledge that no provision of these General Terms and Conditions (alone or in conjunction with one or more other provisions) creates any "manifest imbalance" between the rights and obligations of the Parties in accordance with Article VI.91/3 of the Code of Economic Law.

2.6. If any provision of these general terms and conditions should be declared void or invalid for any reason, the remaining provisions shall remain in force. Furthermore, the void or invalid provision will be replaced by a provision that is valid and as close as possible to the common intention of the Parties.

2.7. The inertia, negligence or delay of a party in the performance of the Order or any of its rights or obligations in accordance with these General Terms and Conditions may in no case be considered as a waiver of such right or remedy.

2.8. In case of interpretation problems or contradictions between the Dutch text of these general terms and conditions and a translation thereof, the Dutch text shall

prevail.

3 Contractual rights and obligations of parties

3.1. The Customer guarantees and is exclusively responsible for the accuracy, completeness and reliability of the information and documents provided by him to A.M.C.S. that are necessary for the execution of the Order and for the invoicing of the Fees. The Customer may also appoint a Customer Representative to facilitate such communication.

A.M.C.S. reserves the right to refuse, suspend, or cancel the execution of the Assignment if the information or documents provided by the Customer are not provided on time or if they turn out to be incorrect or incomplete. The Customer shall indemnify A.M.C.S/the Surveyor/the Consultant against legal claims of third parties in this regard.

3.2. The cutomer shall ensure that the Surveyor/Consultant has timely access to all necessary sites, vessels and installations and shall take appropriate safety measures to maintain a safe working environment. The Customer is obliged to inform (the employees and appointees of) the Surveyor/Consultant in good time about local working conditions and to warn the Surveyor/Consultant about potentially dangerous situations.

3.3. The customer must immediately inform A.M.C.S. of any financial instability that could jeopardise the execution of the Order or the payment of the Fee.

3.4. The customer agrees to indemnify and hold harmless A.M.C.S./the Surveyor/the Consultant against all claims, liabilities, costs, damages and expenses (including legal costs on a full indemnity basis and the loss of or damage to any equipment caused by the Customer, its agents or employees during the performance of the Assignment)arising out of or in connection with the performance of the Assignment, except to the extent that A.M.C.S./the Surveyor/the Consultant are liable for the costs, damages and Expenses in accordance with Article 12 of these General Terms and Conditions.

3.5. The Surveyor/Consultant acting on behalf of A.M.C.S. shall determine the manner in which the Assignment will be carried out. The Surveyor/Consultant acting on behalf of A.M.C.S. shall undertake to carry out the Engagement with due care, skill and diligence in accordance with established practices in maritime expertise and consultancy. To this end, A.M.C.S. only undertakes an obligation of effort and not an obligation of result.

3.6. A.M.C.S.'s Surveyor/Consultant shall have the necessary qualifications and experience for the Assignment to be carried out. If specific expertise is required during the Assignment that exceeds the Surveyor/Consultant's own specialisation, the Surveyor/Consultant will, with the 's consent, engage a domain expert - who will only act as an intermediary - to ensure the quality and integrity of the Assignment. If the customer does not consent to the appointment of a domain expert, the Surveyor/Consultant will not be liable for the accuracy of the information and documents provided by such domain expert.

3.7. Insofar as deadlines have been specified within which A.M.C.S. will execute the Order, those deadlines are only indicative and in no case binding.

3.8. A.M.C.S. reserves the right to unilaterally change the price of the order as well as the term of execution if there is an objective justification for doing so (including, but not limited to, changes in (tax or other) legislation or regulations). In these circumstances, the customer shall not be entitled to claim any damages, unilaterally terminate the Engagement or suspend its payment obligations.

3.9. A.M.C.S. reserves the right to delegate specific tasks or services to a competent third Surveyor/Consultant, acting under its own responsibility, without the prior approval of the Customer. Such delegation will be done in accordance with these general terms and conditions.

3.10. A.M.C.S. shall keep the files drawn up in execution of an Order for a period of five (5) years following the termination of the Order. Should original documents have been delivered to A.M.C.S. in the context of the Assignment, it is the responsibility of the customer to request those original documents back from A.M.C.S. in writing after termination of the Assignment. A.M.C.S. has no duty of safekeeping of any of the 's documents.

4 Billing

4.1. The Customer agrees to pay A.M.C.S.'s Honorary Fees no later than the date mentioned in the invoice stated or according to offer.

4.2. Any dispute regarding an invoice must be sent by registered letter to the registered office of A.M.C.S. no later than 14 days after receipt of the invoice. Failing this, thecustomer can no longer dispute the invoice, and the invoice is deemed accepted.

4.3. If an invoice is not paid in full on the due date, the outstanding balance shall become immediately payable

by operation of law and without prior notice of default, this balance shall be increased by a fixed compensation in the amount of 10% (with a minimum of EUR 150.00) and interest in accordance with the Act of 2 August 2002 on combating late payment in commercial transactions. In this case, A.M.C.S. is also entitled to suspend the execution of its contractual obligations until the customer will have fulfilled his payment obligations in full.

4.4. The Customer shall not be entitled, for any reason whatsoever, to suspend payment of any invoice from A.M.C.S. or to offset such invoice against its own asserted claim.

5 Privacy

5.1. The handling of personal data by A.M.C.S./ Surveyor/Consultant will comply with the European 'General Data Protection Regulation' (GDPR).

6 Confidentiality

6.1. The Surveyor/Consultant agrees not to disclose any confidential information provided by the Customer during the execution of the Engagement - either during the execution of the Engagement or after its termination - without the express consent of the Customer.

6.2. However, this confidentiality does not apply (i) in respect of information that was known to (one of) the Parties prior to the entry into force of the Agreement, (ii) in respect of information that is publicly known, (iii) in respect of information that was lawfully obtained from third parties, (iv) if by virtue of a statutory or regulatory provision, or by virtue of a court or arbitrator's decision, certain information must be disclosed to third parties and (v) if the Parties agree in writing that certain confidential information may be disclosed to third parties.

7 Intellectual property

7.1. All intellectual property rights relating to the Reports, advice, business information, working methods, logos, drawings, brands, models, inventions, slogans, software and the house style (non-exhaustive list) are the exclusive property of A.M.C.S.. Payment by the Customer of the agreed price for the Assignment, shall in no case imply a transfer of the aforementioned intellectual property rights.

7.2. The Customer shall refrain from changing, using, reproducing, renting, lending, selling, distributing or publishing (or having changed, used, reproduced, lent, sold, distributed or published) the Reports, advice, business information, working methods, logos, drawings, brands, models, inventions, slogans, software and the house style (non-exhaustive enumeration) of A.M.C.S. unless it has expressly agreed to this in writing and in advance.

8 Conflicts of interest

8.1. A.M.C.S. will immediately notify the Customer of any potential conflicts of interest that may compromise the integrity of the Engagement. The Customer will be responsible for reimbursing A.M.C.S. for all services rendered up to the time of such disclosure, on a door-to-door basis.

9 Liability

9.1. constitutes an extra-contractual fault and/or gives rise to extra-contractual liability. The parties agree that the recovery of damage caused as a result of the (non-)execution of the Order by A.M.C.S shall, within the legal limits, be governed exclusively by the rules of contract law and not by extra-contractual liability law, even if the event at the origin of the damage also

The parties agree that the recovery of damage caused as a result of the (non-)performance of the Order by an auxiliary person of A.M.C.S., within the legal limits, is only ground for a contractual liability claim against A.M.C.S. (the principal debtor) and not a ground for an extra-contractual liability claim against the auxiliary person, even if the event at the origin of the damage also constitutes an extra-contractual fault and/or gives rise to extra-contractual liability.

Auxiliary persons for the purposes of this provision include the shareholders, directors and employees of A.M.C.S as well as Surveyors and Consultants.

9.2. A.M.C.S shall not be liable to the Customer for any loss, damage, delay or expense of any kind, direct or indirect, arising out of the performance of the Engagement (including, but not limited to, loss of or damage to equipment or property provided by or on behalf of the Customer for the purpose of the Engagement) except where it is conclusively proven that it is the result of fraud, gross or wilful misconduct by A.M.C.S./the Surveyor/the Consultant.

9.3 . A.M.C.S. cannot be held liable for hidden defects in vessels or their contents that were not visible at the time of the inspection and could not reasonably have been detected given the circumstances of the inspection, including but not limited to limited access, limited availability or insufficient time.

9.4 . If the Customer proves that any loss, damage, delay or expenses incurred were directly caused by fraud, gross or wilful misconduct by A.M.C.S./the Surveyor/the Consultant, A.M.C.S's liability shall in any event be limited to the total of the Fee charged by A.M.C.S. for the Assignment.

9.5 .The liability of A.M.C.S. is limited to foreseeable material damage. Under no circumstances can A.M.C.S . be held liable for any business, indirect or consequential damage, including, but not limited to, loss of income, turnover or profit, loss of use, idle time damage, increase in overheads, loss of customers.

10 Force majeure and imprecision

10.1. If a party is unable to fulfil all or part of its contractual obligations due to force majeure, namely an external cause that cannot be attributed to it, was unforeseeable and/or could not reasonably have been foreseen and/or avoided, its contractual obligations shall be suspended until it is again able to resume them in a normal way if the force majeure situation is temporary. If the force majeure situation is permanent or continues for more than 3 months, the contract between the parties shall be terminated by operation of law without the parties being entitled to claim any compensation from each other.

In particular, the following shall be regarded as force majeure situations: (i) natural disasters (such as floods, storms, hurricanes, lightning, snow, drought, etc.), (ii) epidemics or pandemics, (iii) social unrest (such as strikes, demonstrations, blockades, lock-outs, trade conflicts, etc.), (iv) illness and/or death of Surveyor/Consultant (v) technical problems (such as power and telecommunication interruptions, etc.). power and telecommunication interruptions and the loss or total or partial destruction of a party's IT system or its database, cyber-attacks, ...), (vi) nuclear contamination, (vii) security and/or access restrictions or other restrictions imposed by the government or other third parties (such as, inter alia, tax measures, seizure, expropriation, import and export embargoes, changes in laws and regulations, ...) and (viii) acts of war or terrorism. This enumeration is non-exhaustive.

10.2. If the performance of a party's obligations has become more expensive or more difficult as a result of changed circumstances, the parties undertake to enter into renegotiations in good faith and in a loyal manner within a reasonable period of time in accordance with Article 5.74 of the Civil Code.

11 Suspension and termination of the Engagement

11.1. A.M.C.S. is entitled suspend or immediately - without observing a notice period or a termination fee - terminate the Assignment in writing (i) if the Customer either fails to provide the necessary information, instructions or assistance required for the execution of the Assignment, (ii) if the Customer has provided incorrect/incomplete information/documents to A.M.C.S. which are necessary for the proper execution of the Order, (iii) if the Customer has still not paid any invoice postponed by A.M.C.S. more than 3 months after its due date after having been served with a written notice of default or (iv) if bankruptcy proceedings (or other insolvency proceedings under Belgian or foreign law) are opened in respect of the Customer.

In these circumstances, A.M.C.S. is entitled to compensation of 30% of the Fee of Honour already invoiced by A.M.C.S. to the Customer plus costs already incurred.

12 Insurance

12.1. A.M.C.S. will take out professional liability insurance covering liabilities to the Customer at no additional cost to the Customer.

13 Statute of limitations

13.1. All legal claims against A.M.C.S., on whatever basis or for whatever reason, shall in any event be time-barred by the lapse of one year, counting from the final invoice of the Fee deferred by A.M.C.S. and/or the closing of the file for the Order in question, whichever of these two dates is the later.

14 International jurisdiction and applicable law

14.1. These general terms and conditions and the execution of the Order by A.M.C.S. are subject to Belgian law.

14.2 The Antwerp Commercial Court, Antwerp Division shall have exclusive jurisdiction over any dispute that may arise between the Parties.