

General Terms and Conditions

1. Definitions

In these General Conditions of Purchase, hereinafter to be referred to as "the Conditions":

Workships : means the company with limited liability Workships Contractors B.V.

Company : means the contract party as indicated on the Purchase Order or other correspondence relevant to the Contract, on whose behalf Workships negotiates and/or concludes the Contract.

Request for quotation : means any request for quotation from Workships for and in name of the Company.

Purchase Order : means any order placed by Workships for and in name of the Company with any Supplier.

Supplier : means every person or corporation with whom Workships places a Purchase Order or negotiates or concludes a Contract.

Contract : means every contract of purchase which is made between the Company and the Supplier, each and every change or addition made to any such Contract, as well as all (legal) acts performed for the purposes of preparing and execution of any such Contract.

2. Parties to the Contract

The Supplier and the Company are the sole parties to the Contract. Workships acts solely as manager to the Company and is in no way bound by any contractual obligation under the Contract.

3. Scope of application

3.1 These Conditions are part of all Contracts and shall apply to all (legal) acts incidental thereto performed by the Supplier and by the Company.

3.2 The Company expressly excludes applicability of any general or specific conditions or terms of the Supplier.

4. Conclusion of a Contract

A Request for Quotation shall not bind the Company and serves only as an invitation to the Supplier to submit an offer. Only after a Purchase Order has been forwarded a contract with the Supplier is concluded.



5. Amendments

Changes or additions to any of the provisions of these Conditions or a Contract shall be valid only if recorded by the Company or Workshops in writing and shall apply only to the individual Contract concerned.

6. Prices

6.1 The agreed prices shall be fixed prices and be expressed in the agreed currency and exclude VAT, export duties and excise duties as well as all other charges or taxes imposed or levied in respect of the products. Unless otherwise agreed in writing, additional expenses incidental to the execution of the Contract including documentation, packaging, loading charges on means of transport, inland transport and FOB charges in the Port of Exit, are included in the agreed price.

6.2 The prices as apparent from the quotation of the Supplier and confirmed by the Purchase Order are fixed prices that cannot be amended unless otherwise agreed in writing.

7. Delivery and time of delivery

7.1 To the extent that the parties have agreed to trade terms which are customary in trading, such as ex works, FCA, FAS, FOB, CIF and C&F, the most recent version of the Incoterms of the International Chamber of Commerce in Paris shall be applicable thereto, unless expressly agreed otherwise.

7.2 Delivery shall take place according to the agreed trade term at the address stated in the Purchase Order. If no trade term has been agreed, delivery shall be FCA or FOB Port of Exit.

7.3 The Supplier shall add to any consignment to be delivered a packing list, which clearly indicates the nature and quantity of the goods packaged. The Supplier shall also add a consignment note including corresponding delivery and/or order numbers.

7.4 The Supplier shall for his own account and risk accurately observe the requirements set by the Company with respect to packaging and/or safety. The packaging shall at any rate meet the statutory requirements concerned. The Supplier shall also observe all instructions given by the Company or by Workshops with respect to preservation, marking, and despatch, insurance of risk as well as to transport documentation.

7.5 If required by the Company, the Supplier shall within two weeks after receipt of the Purchase Order issue a manufacturing schedule. If required by the Company, the Supplier shall update the schedule.

7.6 The Company shall be entitled to change the address of delivery and the time of delivery at all times. In the event of change of time of delivery the Supplier shall keep and secure the goods sold in proper packaging and clearly identifiable as sold to the Company and take all required measures to prevent reduction of quality, such until the time of actual delivery of the goods.

7.7 At the date on which the Supplier knows or should know that he either cannot, cannot timely or cannot properly perform his obligations under the Contract he shall immediately notify Workshops thereof in writing and state the circumstances which form the basis of such non-performance, without prejudice to the provisions of article 13 of these Conditions.



8. Force Majeure

8.1 In case of force majeure either party may suspend its obligations under the Contract. If the force majeure continues for a period of more than four weeks, either party may terminate the Contract without judicial interference and without any obligation to pay damages.

8.2 Force majeure means circumstances that prevent the fulfillment of the obligation under the Contract and that cannot be brought for the account of the party invoking force majeure. However, it is agreed that strikes and lack of personnel are not regarded as force majeure.

9. Workmanship

Materials will be manufactured in accordance with the manufacturer's standards, rules and regulations as imposed by the Company and/or regulatory bodies. In case of conflict between manufacturer's standards, rules and regulations as imposed by the Company and/or the regulatory bodies, the highest requirements shall prevail.

10. Drawings and technical data

10.1 The Supplier shall supply to the Company and, if applicable, to the regulatory bodies three copies of all technical data and drawings of which one of each will be returned bearing the Company's "Approved for construction" stamp including comments, if any.

10.2 Within four weeks after delivery the Supplier shall issue to the Company all "as built" drawings, installation and maintenance manuals and further technical data in threefold.

11. Classification / certification

If classification/certification by a regulatory body is required, the obtaining of such classification/certification will be the responsibility of the Supplier. Unless otherwise agreed, the costs for obtaining such classification/certification will be for the account of the Supplier.

12. Language

All documents and correspondence will be in the English language.

13. Inspection upon delivery and acceptance

13.1 On delivery, the goods shall be accepted only if delivered undamaged and on the face of it meet the agreed requirements.

13.2 If after unpacking or during commissioning of ordered goods it turns out that the goods do not or not fully meet the agreed requirements, Workshops or the Company shall notify the Supplier in writing that the goods have not been accepted.

13.3 Acceptance as defined in paragraph 1 of this article does not exclude invoking non-performance on account of defects at a later stage.

14. Transfer of title and risk

14.1 Upon acceptance of the goods sold, the title to the goods and risk thereof shall be transferred to the Company, unless the explicitly agreed trade term implies otherwise.



14.2 If prepayment (otherwise then per documentary credit) has been agreed in respect of the amount due by the Company by Contract, all materials, raw materials and semi-manufactures which the Supplier uses or designates to perform the Contract as well as all goods (in process) shall become the property of the Company at the time when the prepayment has been effected. To the extent necessary the Supplier hereby agrees to transfer the ownership of the aforementioned materials and goods at the time when the Supplier receives the prepayment.

15. Payment

15.1 The Company will pay the invoices - regarding the goods accepted by the Company - sent in threefold by the Supplier and mentioning order numbers within the agreed term for payment if the invoices and underlying documents have reached the Company within the same month as wherein the contract is performed by the Supplier. If an invoice and/or the underlying documents reaches the Company any later and this would lead to a delay in payment the Company does not compensate interest or costs. If any errors in the invoices and/or the underlying documentation are found the term of payment commences on the day after receipt of the correct invoices and/or underlying documents. If the service supplied to the Company is a transport service where goods have to be delivered to third parties, the invoice has to be accompanied by a consignment note signed without reservations by the consignee of the goods.

15.2 The Supplier shall not be entitled to charge the Company a credit restriction surcharge in whatever form or under whatever description.

15.3 The invoices shall meet the requirements of the Dutch Value Added Tax Act.

15.4 If partial payment or prepayment has been agreed the Company shall be entitled, prior to payment being effected, to instruct the Supplier besides or instead of transfer of ownership to have an unconditional and irrevocable bank guarantee issued by a bank which is acceptable to the Company, such by way of security for the performance of the Supplier's obligations.

15.5 If payment by means of a Documentary Credit has been agreed, all related costs shall be for the account of the Supplier, unless explicitly otherwise agreed upon.

15.6 Any payment made by the Company shall on no account mean that the Company waives any right.

16. Warranty and inspection

16.1 The Supplier warrants that the goods delivered by him shall meet the requirements of the Contract, including - if given by the Company - the operating and technical program of requirements. The Supplier also warrants that the products shall at least meet the statutory requirements and shall be in accordance with other governmental regulations (expressly including EU regulations) in effect at the time of the conclusion and performance of the Contract i.e. the actual delivery of the goods. The goods will have to be fit for their purpose.

16.2 In case the Contract has regard to the supply of bunkers, the Supplier warrants that its bunkering equipment is suitable for delivery and meets all legal requirements.



16.3 The Company shall have the right to have the goods (or any part thereof) sold to the Company inspected and tested by persons or authorities to be appointed by the Company or by Workships. For this purpose the Supplier shall grant access to the locations at which the goods are produced or stored and shall cooperate in the inspections and tests as well as provide there quired documentation and information, costs of which being for the account of the party being wrong. If the Supplier so wishes he shall have the right to attend the inspections.

16.4 If the goods sold to the Company, regardless of the results of an earlier inspection, turn out not to meet the requirements set in the first paragraph of this article the Supplier shall at the discretion of the Company and for his own account either replace or repair the goods. This provision is without prejudice to the possibility that the Company shall dissolve the Contract in accordance with the provisions of article 20 hereunder. In urgent cases and if, after consultation with the Supplier, it may reasonably be assumed that the Supplier cannot or will not, not timely or not properly see to repair or replacement the Company shall have the right to, for the account of the Supplier, either see to the repair or replacement itself or have the repair or replacement be seen to by a third party.

16.5 Goods delivered shall be guaranteed during a period of twelve months after commissioning with a maximum of eighteen months after delivery to the agreed delivery point at the port of exit mentioned in the Contract.

17. Liability

17.1 The Supplier shall be liable for all damage caused by or to the goods sold as a result of defects or failures of the delivered goods in accordance with the rules of the Dutch Civil Code.

17.2 The Supplier shall also be liable for all damage resulting from spills during the supply of bunkers.

17.3 Unless agreed otherwise in writing, the liability of the Supplier also has regard to damages caused by a delay in delivery, damages to property of third parties and other indirect damages, caused to Workships and/or the Company or to third parties. The Supplier shall hold the Company and Workships harmless from and against claims of third parties and shall indemnify the Company and Workships if necessary.

17.4 Unless otherwise agreed in writing, the Supplier shall not be authorized to have a third party, either partly or in full, (co-)execute the order given by the Company to the Supplier. Irrespective of approval the Supplier shall remain responsible and liable for the performance of the Contract.

17.5 The provisions of paragraph 17.3 shall be regarded as a third-party clause within the meaning of Section 6:253 Netherlands Civil Code. The Supplier cannot revoke this clause and is made to the benefit of any third party on no consideration.

17.6 The Company shall not be liable for any loss sustained by the Supplier or his personnel or by any third party that the Supplier may involve in the performance of the Contract. The supplier shall indemnify and save the Company harmless from and against any claim or action by third parties relating to the Contract.



18. Intellectual property rights

The Supplier guarantees that the goods sold to the Company do not infringe any intellectual property right of a third party and shall hold the Company harmless from and against claims from third parties for reason of such infringement

19. Insurance

The Supplier ensures proper insurance covering employer's liability, public and passengers' liability and general liability. Furthermore, the Supplier ensures that the goods are properly ensured during transportation up to the place of delivery unless the trade term agreed indicates otherwise.

20. Default/Termination

20.1 Each and every agreed term set for the fulfilment of any obligation of the Supplier shall be an absolute deadline. By the mere expiry of such term the Supplier shall be in default, irrespective of whether or not prior demands for performance have been sent to the Supplier.

20.2 The Company shall have the right, without any notice of default being required, to dissolve the Contract immediately or to (partly) suspend the performance of our obligations under the Contract by means of written notification to the Supplier without any obligation to pay compensation to the Supplier in any of the following events:

the event referred to in paragraph 1 of this article and in the event that the Supplier fails to fulfil any other material obligation in full and/or timely;

if the Supplier fails to fulfil any other obligation despite written demands thereto;

if the Supplier or the person or company who has issued any guarantee or furnished security for the fulfilment of the Supplier's obligations goes into liquidation or discontinues his/its business or passes a winding-up resolution or a resolution to discontinue his/its business, or in the event of (filing) a petition in bankruptcy or suspension of payments; if any change is made in the composition of the Supplier's shareholders/management which in our reasonable opinion implies a substantial increase of risk; if an attachment is levied against the Supplier which is not lifted within 10 days.

20.3 In any of the events referred to in paragraph 2 of this article the claims of the Company against the Supplier shall be immediately payable in full.

20.4 The provisions of this article are without prejudice to our other statutory rights and the rights of the Company under the Contract.

21. Confidentiality

The Supplier ensures the confidentiality of any information provided by Workships and/or the Company under a Contract, such as drawings and specifications.

22. Choice of law and jurisdiction

22.1 These Conditions as well as the Contract shall be governed by the law of The Netherlands.



22.2 The United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) is not applicable to these conditions and the Contract.

22.3 Any dispute arising from the Contract or these Conditions, unless otherwise prescribed by law, shall be submitted to the court of competent jurisdiction in Rotterdam, always provided that the Company shall have the right to bring actions, concurrently or otherwise, against the Supplier in any other courts of law which have the power to hear and decide on such cases.