

1. GENERAL PURCHASING AND SUPPLY TERMS OF REEDEREI NORD BV Version 03/2022

- 1.1 These Terms and Conditions are the only terms upon which Reederei NORD BV is prepared to deal with the Vendors and they shall govern the purchase orders to the entire exclusion of any general terms and conditions of our Vendors.
- 1.2 This is the current version of our Terms and Conditions at the time an order is issued.
- 1.3 Any contradicting or deviating terms and conditions of our Vendors do not apply unless expressly agreed in writing for specific purchase orders.

2. PURCHASE ORDER

- 2.1 The Purchase Order constitutes the final agreement between Reederei NORD BV as agents to the owners and the Vendor and supersedes all prior negotiations, representations, and understandings.
- 2.2 The Goods supplied by the Vendor are limited to the specific Purchase Order and shall conform in all respects with any particulars specified in the Purchase Order form and shall be fit and sufficient for the purpose for which such goods are ordinarily used.
- 2.3 The Vendors must ensure that all items and quantities of provisions and stores are supplied as ordered quantity and quality wise. No changes in quality/quantity/sizes will be accepted. If one or more items are not available or the available quantities are less than the ordered ones, this office of Reederei NORD BV must be immediately notified.
- 2.4 The Goods ordered under the Purchase Order shall be of the best quality and material, unused and in new condition, free from defects in material, design of the latest production, and shall conform to the latest applicable specifications and drawings.

3. SHIPMENT, PACKAGING AND DELIVERY

- 3.1 Unless otherwise specified, all items are to be packed in accordance with good commercial practice and clearly and visibly labelled externally with the Vessel's name and the Reederei NORD BV Purchase Order designated number to assure safe arrival at the specified destination.
- 3.2 A complete packing list shall be enclosed with the Purchase Order. The packing list shall include the Purchase Order number, Purchase Order line number, stock number/part number and quantity, the size and weight of supplied goods as appropriate, dates of shipment and the names and addresses of consignor and consignee. Upon delivery the Goods must be also accompanied by the appropriate certificates, MSDS, TDS, Shop test, FAT or Quality control results. Copies can be sent electronically to purchasing@reederei-nord.nl or the respective person from where the order originates.
- 3.3 Upon delivery the Goods must be accompanied by an appropriate Supplier Declaration of Conformity (SDoC), Dangerous Goods and Safety Data Documents and Material Declaration (MD) in accordance with the provisions of IMO – Resolution MEPC.269 (68) – 2015 Guidelines for the Development of the Inventory of Hazardous Materials, Appendix 6 and Appendix 7. Failure to deliver such declarations will be considered as and will deemed to be a statement of non-existence of contaminating substances as per mentioned Resolution in the ordered Goods for which supplier will be fully liable at law.
- 3.4 The Goods shall be delivered to the address designated on the Purchase Order Form under "AGENTS" within the time frame stated in the Purchase Order, or as subsequently agreed in writing between the parties, failing which Reederei NORD BV may at its sole option terminate the Purchase Order on the entire expense of the Vendor.

4. ACCEPTANCE

- 4.1 The Vendor shall guarantee the performance of the Goods in accordance with specifications for a period of one year from the date of delivery or for the usual period applicable to such goods in the normal course of the Vendor's trade, if longer than one year.
- 4.2 If the Vendor fails to replace or repair the Goods which are required to be replaced or repaired, Reederei NORD BV may, without prejudice, terminate the Purchase Order and where appropriate replace or repair such Goods and charge to the Vendor the additional costs incurred, including any transportation costs to and from the place where replacement or repair will take place.
- 4.3 Since the Goods are destined for seagoing vessels and the immediate inspection might be delayed, the Vendor agrees to accept claims for shortages, or defective, non-conforming Goods if they are submitted within two weeks from the date of delivery of the Goods on-board the designated vessel (or later, if such defect, non-conformance, or error is not apparent at the time of inspection).

5. PAYMENT TERMS AND INVOICING

- 5.1 Neither the Owner nor the Master will ever be responsible for the payment of any supplies delivered to the vessel without prior written approval. All invoices for delivered Goods must be correctly addressed as indicated on the Purchase Order Form.
- 5.2 Invoices and/ or Delivery Notes must be signed by the vessel's Master and stamped with the vessel's stamp otherwise the invoices will not be accepted for payment. Reederei Nord BV is a paperless office and accepts electronic invoices forwarded to the Owner as indicated in the order, care of Reederei Nord BV, by email: invoices.nl@reederei-nord.nl.
- 5.3 We herewith confirm that the Goods ordered and delivered under Purchase Order are destined for and qualify as supplies for sea-going vessels within the meaning of article 148 EU VAT Directive/ paragraph a.3, Table II, Dutch VAT Act 1968 and therefore are VAT exempt.

6. BUSINESS ETHICS

- 6.1 Neither the Master nor any officer or crew member on board our vessels are entitled to any commissions. Vendors who contravene this regulation will be blacklisted. Vendors agree that in connection with the performance of every Purchase Order, they will comply with all Anti-Bribery and Corruption Laws, including, but not limited to, the EU, UK, and the US. In particular, the Vendors undertake to:
- (i) comply at all times with all applicable anti-corruption legislation and have procedures in place that are designed to prevent the commission of any offence under such legislation by any member of its organisation or by any person providing services for it or on its behalf, including but not limited to all employees working at all levels, positions and ranks, partners, consultants, contractors, trainees, volunteers, interns, sponsors, or any other person associated with the Vendor, or its subsidiaries or their employees, wherever located; and
 - (ii) make and keep books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions in connection with Purchase Order.
- 6.2 The Vendor represents and warrants that in connection with the negotiation of the Purchase Order, neither it nor any member of its organization has committed any breach of applicable anti-corruption legislation. Breach of this clause [6] shall entitle Reederei NORD BV to terminate the Purchase Order without incurring any liability to the Vendor.

7. MANAGEMENT OF HAZARDOUS MATERIALS

- 7.1 All items or materials supplied to the vessels owned / managed by Reederei NORD BV must be ASBESTOS-FREE. By acceptance of the Purchase Order, the Vendor confirms that all materials & products supplied are free of asbestos in the form of an "asbestos free declaration" on the offer, on the delivery note and on the invoice.

- 7.2 All items or materials supplied to the vessels owned / managed by Reederei NORD BV and containing substances identified as Hazardous Materials as per Appendix 1 and 2 of the MEPC.269(68), which include Polychlorinated Biphenyls, Ozone Depleting Substances, Antifouling paints containing organotin, Perfluorooctane sulfonic Acid, Cadmium and Cadmium Compounds, Hexavalent Chromium and Hexavalent Chromium Compounds, Lead and Lead Compounds, Mercury and Mercury Compounds, Polybrominated Biphenyl (PBBs), Polybrominated Diphenyl Ethers (PBDEs), Polychlorinated Naphthalenes (more than 3 chlorine atoms), Radioactive substances, Certain Shortchain Chlorinated Paraffins (Alkanes, C10-C13, chloro), Brominated Flame Retardant (HBCDD), should be declared by the Vendor on the offer and on the delivery note.
- 7.3 By acceptance of the Purchase Order which includes any of the Hazardous Materials (specified above), the Vendor must provide Reederei NORD BV with the required SDoC (Supplier's Declaration of Conformity) and MD (Material Declaration) together with the Invoice. Absence of any above-mentioned documents will result in the payment delay until both forms will be received.

8. ENVIRONMENTAL PROTECTION

- 8.1 Reederei Nord BV operates to a quality and safety management specified under ISO9001 and the ISO14001 standards, to contribute for the protection of the environment. All products supplied should be as far as possible packaged in conformance to the 94/62/EEC Directive (amended by Dir.2004/12/EC) concerning packaging and package waste.
- 8.2 We expect our Vendors to comply with all relevant local and national environmental laws and regulations in order to reduce, where practicable, all packaging and to use the environment-friendly packaging material that has the minimum impact on the environment. The Vendors are also requested, where possible and economically reasonable, to accept returned transport packing after use.

9. DECLARATION OF CONFORMITY

- 9.1 All marine equipment purchased by Reederei NORD BV must conform with the provisions of the MED Directive 2014/90/EU of the European Parliament and of the Council on Marine Equipment (repealing Council Directive 96/98/EC hereinafter referred to as "the MED") and a valid copy of the EU declaration of conformity covering the equipment concerned must be provided to the vessel.

10. SANCTIONS and EXPORTS CONTROLS

- 10.1 Without limiting the foregoing, the Vendor, its agents, contractors, sub-contractors, representatives and affiliates who provide Goods and/or Services on behalf the Vendor in connection with the Purchase Order, must comply with applicable export and import control laws, regulations and anti-money laundering laws, regardless of the location where Goods or Services are provided; and with all applicable and comprehensive sanctions, laws, regulations, decrees, ordinances, orders, demands, requests, rules, requirements, embargoes or blockades which prohibit dealings and transactions with or involving countries, territories, organizations, entities or individuals, being or becoming during the Purchase Order period subject to comprehensive EU, UN, US, and/or UK and any local country sanction law(s) and/or regulation(s) applicable to the Vendor, Goods and/or Services provided in connection with the Purchase Order, and/or the Vessel relating to trade sanctions, foreign trade controls, export and import controls, non-proliferation, anti-terrorism, anti-money laundering and similar laws ("Trade Restrictions").
- 10.2 The Vendor warrants that at the date of the Purchase Order that they are not subject to any Trade Restrictions which prohibit or render unlawful any performance under the Purchase Order.
- 10.3 The Vendor will not supply Reederei NORD BV and/or its vessels with Goods and/or Services presently or at any time during the period of the Purchase Order:
- (i) from any country subject to Trade Restrictions; and/ or

- (ii) from any entities and/ or individuals (including their affiliates) subject to any sanction's lists including (but not limited to) the US Department of Treasury's Office of Foreign Assets Control Specially Designated National List, and consolidated list of persons, groups and/or entities subject to EU, UN and UK sanctions lists ("Sanctions Lists").

10.4 If at any time during the performance of the Purchase Order, Reederei NORD BV becomes aware of the Vendor's breach of the provisions at Clause [3] and/or where in the reasonable opinion of Reederei NORD, any performance by the Vendor would be in violation of, inconsistent with, or expose Reederei NORD BV to punitive measures under the Trade Restrictions, Reederei NORD BV shall have the right to give written notice to the Vendor of Reederei NORD's inability to perform. Once such notice has been given, Reederei NORD BV shall be entitled:

- (i) immediately to suspend the affected obligation (whether payment or performance); and/or
- (ii) where the inability to discharge the obligation continues (or is reasonably expected to continue) until the end of the contractual time, Reederei NORD BV shall be entitled to terminate the Purchase Order

in each case without any liability whatsoever (including but not limited to any damages for breach of contract, penalties, costs, fees and expenses).

10.5 The Vendor hereby agrees to indemnify, defend, and hold harmless Reederei NORD BV, its vessels, employees, agents and all acting on behalf of Reederei NORD BV from and against, including but not limited to, any and all claims, demands, damages, costs, penalties and fines arising in connection with any breach by the Vendor of Clause [10] and/or Trade Restrictions applicable to the Vendor, Goods and/or Services provided in connection with the Purchase Order and/or the Vessel.

11. CYBER SECURITY

11.1 The Vendor shall implement appropriate cyber security measures and systems – technologies, processes, procedures, and controls that are designed to protect information technology systems, operational technology systems, networks, internet-enabled applications or devices and the data contained within such systems from cyber security incidents, that is from the loss or unauthorized destruction, alteration, disclosure of, access to, or control of such technologies or systems.

11.2 If a Vendor becomes aware of a cyber security incident which affects or is likely to affect Reederei NORD's BV cyber security, it shall promptly notify Reederei NORD BV, and take all steps reasonably necessary to mitigate and/or resolve the incident as soon as reasonably practicable. The Vendor shall provide Reederei NORD BV no later than 12 hours after the original notification, with details of how it may be contacted and any information it may have which may assist Reederei NORD BV in mitigating and/or preventing any effects of the incident.

12. DISPUTE RESOLUTION

12.1 Any dispute arising under the Purchase Order shall be governed and interpreted by the competent Dutch courts and according to Dutch law. The proceedings shall be conducted in English language.