

Terms and Conditions of C.I.V. Den Oever U.A. - March 2023 version

Article 1 - Definitions

1. **C.I.V.:** the Coöperatieve In- en Verkoopvereniging "Den Oever" U.A. [Cooperative Purchasing and Sales Association] including affiliated legal entities including C.I.V. Nettenzolder BV, whether or not acting under the name: C.I.V. Offshore & Shipping.
2. **Goods:** the products that are supplied by C.I.V. to Client in connection with the execution of the Agreement.
3. **The Work:** the work to be performed as stipulated in the Agreement.
4. **Client:** the contractual counterparty of C.I.V.
5. **Agreement:** the agreements laid down in writing between Parties regarding Goods and/or services to be delivered to Client by or on behalf of C.I.V.
6. **Parties:** C.I.V. and the Client.

Article 2 - General and applicability

1. These terms and conditions are applicable to all offers, quotations made by C.I.V., to all agreements that they enter into and to all agreements that ensue from this.
2. These terms and conditions are also written for the employees of C.I.V. and its management.
3. The applicability of any conditions of purchase or other terms and conditions of Client are expressly rejected.
4. In case of inconsistency between the content of the agreement entered into between Client and C.I.V. and these terms and conditions, the stipulations of the agreement shall take precedence.
5. If a situation arises between the Parties that is not regulated in these terms and conditions, this situation should be assessed according to the purpose and intent of these terms and conditions.
6. If C.I.V. does not always demand strict compliance with these conditions, this does not mean that its provisions do not apply, or that C.I.V. would lose the right to require strict compliance with the provisions of these conditions to any extent in other cases.
7. C.I.V. has the right to have certain work performed by third parties.

Article 3 - Quotations and offers

1. All quotations and offers by C.I.V. are free of obligation, unless a deadline for acceptance is stated in the quotation. An offer or quotation shall lapse if the Goods to which the offer or quotation relates are no longer available in the interim.
2. If Client provides information to C.I.V., C.I.V. may assume that it is correct and complete and will base its offer on it.

3. The prices stated in an offer or quotation are based on the prices applicable on the offer date, stated in euros, excluding VAT and other government levies. Prices further exclude travel, accommodation, packaging, storage and transport costs as well as costs for loading, unloading and cooperation with customs formalities.
4. A combined quotation or offer does not oblige C.I.V. to perform a part of the order at a corresponding part of the quoted price. Quotations or offers do not automatically apply for future orders.
5. If a model, sample or example has been shown or provided by C.I.V., this shall be presumed only to have been shown or provided by way of indication. The quality of the items to be delivered can deviate from the sample, model or example, unless it was explicitly stated that delivery would be made according to the sample, model or example shown.
6. Obvious errors in the quotation, website, order confirmation, advertisement, etc., shall not be binding on C.I.V..

Article 4 - Delivery time, execution period, and delivery

1. Any stated delivery time or execution period is indicative. If the delivery time or execution period is exceeded, this shall in no case give Client the right to compensation of damages or dissolution.
2. The delivery time or execution period will only start once all the commercial and technical details have been agreed upon, all information is in C.I.V.'s possession, the agreed (instalment) payment has been received, and the other conditions for the execution of the order have been met.
3. If circumstances arise other than the circumstances known to C.I.V. when it quoted the delivery time or execution period, the delivery time or execution period shall be extended by the time C.I.V. needs to execute the order under these circumstances.
4. Delivery takes place at the moment that C.I.V. makes the item available at its business location, unless otherwise agreed. Client will be notified that the item is available. From that moment, Client shall bear the risk of the Goods.
5. Client and C.I.V. may agree that C.I.V. will arrange for transport or delivery other than from C.I.V.'s business location. The transport of the goods shall in that case also be at Client's risk.
6. If Client can be regarded as a Consumer, paragraphs 4 and 5 of this article shall be replaced by the following: If the Goods are delivered to Client, the Goods shall be at Client's risk from the moment that Client, or a third party designated by Client, who is not the carrier, has received the Goods. In the event that Client designates a carrier and the choice of this carrier is not offered by C.I.V., the risk shall transfer to Client at the moment of receipt of the Goods by the carrier.

Article 5 - Changes to the Goods to be delivered

1. C.I.V. is authorised to deliver Goods that deviate from the Goods described in the Agreement. In that case, and if C.I.V. delivers Goods that deviate substantially from what is stipulated in the Agreement, Client is authorised to dissolve the

Agreement. Client shall have this authorisation for seven days after it has discovered the deviation or reasonably should have been able to discover the deviation, or was notified of the deviation by C.I.V. This provision does not apply if Client can be regarded as a Consumer.

2. Client shall not be entitled to dissolve the Agreement if this concerns changes to the Goods to be delivered, the packaging or associated documentation required to comply with applicable statutory regulations or if this concerns minor changes that entail an improvement.
3. C.I.V. shall not be liable if the changed Goods purchased are used for improper purposes or are used in another way than is usual for the item in question.
4. Due to the nature of the product, the mesh sizes requested may differ from the mesh sizes delivered. C.I.V. does not provide a guarantee with regard to the mesh sizes. The deviation shall be at Client's risk and shall not justify dissolution on the grounds of non-conformity.

Article 6 - Suspension, dissolution and early cancellation of the agreement

1. C.I.V. is authorised to suspend the fulfilment of its obligations or to dissolve the Agreement if:
 - I. Client does not fulfil the obligations under the Agreement in full and in good time;
 - II. after entering into the Agreement, C.I.V. learns of circumstances that give good cause to fear that Client will not fulfil the obligations;
 - III. upon entering into the Agreement, Client is asked to provide security for the fulfilment of its obligations under the Agreement, and this security is not provided or is insufficient;
 - IV. due to a delay on the part of Client, C.I.V. can no longer be required to fulfil the Agreement according to the originally agreed conditions.
2. C.I.V. is further authorised to dissolve the Agreement if circumstances of such nature arise that fulfilment of the Agreement is impossible or if other circumstances of such nature arise that C.I.V. cannot reasonably be required to maintain the Agreement unchanged.
3. If the Agreement is dissolved, the claims receivable by C.I.V. from Client shall be due and payable immediately. If C.I.V. suspends fulfilment of its obligations, it shall retain its claims under the law and the Agreement.
4. If C.I.V. proceeds with suspension or dissolution, it shall in no way be obliged to compensate damages or costs caused in any way.
5. If the dissolution is attributable to Client, C.I.V. shall be entitled to compensation for the damages, including the costs directly and/or indirectly caused by this.
6. If Client fails to fulfil its obligations ensuing from the Agreement and this non-fulfilment justifies dissolution, C.I.V. shall be entitled to dissolve the Agreement immediately and with immediate effect, without any obligation to pay any compensation of damages or indemnification, while Client shall be obliged to pay compensation of damages or indemnification on account of default. If Client can

be considered a Consumer, this paragraph shall only come into effect when Client is in default.

7. If the Agreement is cancelled early by C.I.V., C.I.V. shall ensure, in consultation with Client, that work yet to be done is transferred to third parties. This is unless the cancellation is attributable to Client. If the transfer of the work involves additional costs for C.I.V., these costs will be charged to Client. Client shall be obliged to pay these costs within the deadline stated for this, unless C.I.V. indicates otherwise.
8. In case of liquidation, (application for) suspension of payments or bankruptcy, of attachment - if and insofar as the attachment has not been lifted within three months - at Client's expense, of debt restructuring or another circumstance as a result of which Client can no longer dispose freely of its assets, C.I.V. shall be free to cancel the Agreement immediately and with immediate effect or to cancel the order or Agreement, without any obligation to pay any compensation of damages or indemnification. The claims of C.I.V. against the Client shall in that case be due and payable immediately.
9. If Client cancels all or part of a placed order, the Goods ordered or prepared for this order, plus any supply, removal and delivery costs thereof and the working time reserved for performance of the Agreement, shall be charged to Client in full.

Article 7 - Guarantees

1. C.I.V. will perform the agreed service properly and in accordance with the standards applicable in its industry, but gives no further guarantee than it explicitly agrees on with you.
2. When using the Goods required for an order, C.I.V. will rely on information from the manufacturer/supplier about their properties. If the manufacturer/supplier gives a warranty for these Goods, this warranty shall apply between C.I.V. and Client in the same way.
3. Client cannot appeal to the warranty referred to in paragraph 2 as long as the price or compensation for the Goods has not yet been paid.

Article 8 - Complaint obligation

1. Client shall be obliged to examine the delivered Goods or work, or have them examined, immediately at the time the Goods are made available to it or the relevant work has been carried out, respectively. In doing so, the Client shall examine whether the quality and/or quantity of the service delivered is in accordance with what has been stipulated in the Agreement and meets the requirements agreed on by the Parties in this regard.
2. In any case, any defects must be reported to C.I.V. in writing no later than within ten days of delivery. After this period, the Goods are at the risk of Client.
3. The statement shall include a description of the defect with as much detail as possible, such that C.I.V. is able to respond adequately. Client shall give C.I.V. the opportunity to investigate a complaint, or have this done. This is all on penalty of forfeiture of rights.

4. If a defect is reported later than the period stated in the second paragraph of this article, or after the expiry of the warranty period, Client shall no longer be entitled to repair, replacement or indemnification. All costs of repair or replacement, including administration, shipping and call-out charges, shall be borne by Client in case of late notification.
5. If defects are discovered in Goods delivered by C.I.V., the Client is no longer permitted to use these Goods from that moment on. If Client still uses the Goods after discovering defects in them, Client cannot appeal to any warranty and Client is therefore no longer entitled to repair, replacement or indemnification.
6. A timely written complaint by Client shall not suspend its payment obligation. In such case, Client shall also remain obliged to take delivery of and pay for the other Goods ordered.
7. If it has been established that an item is defective and a complaint about this has been lodged in good time, C.I.V. shall replace the defective item within a reasonable period of time after receiving it back, or, if returning the good is not reasonably possible, after receiving a written notification regarding the defect from the Client, or cause it to be repaired or pay replacement compensation to the Client, at C.I.V.'s discretion. In case of replacement, Client shall be obliged to return the replaced item to C.I.V. and transfer ownership of it to C.I.V., unless C.I.V. indicates otherwise.
8. If it is established that a complaint is unfounded, the resulting costs incurred by C.I.V., including the investigation costs, shall be borne by Client in full.

Article 9 - Limitation and expiry periods

All claims and defences against C.I.V. and the third parties engaged by C.I.V. in the performance of an Agreement shall lapse within one year after the claim or defence arose for Client.

Article 10 - Retention of title

1. All Goods delivered by C.I.V. shall remain property of C.I.V. until such time as Client has fulfilled all its payment obligations in full towards C.I.V. under any agreement entered into with C.I.V. for the delivery of Goods or the provision of services, including claims relating to failure to fulfil such agreement.
2. Goods delivered by C.I.V. that fall under retention of title pursuant to paragraph 1 may only be resold in the context of normal business activities. Goods delivered by C.I.V. cannot be pledged. A pledge prohibition under property law applies.
3. Client must always do everything that can reasonably be expected of it to safeguard the property rights of C.I.V.
4. If third parties seize the Goods delivered under retention of title or wish to establish or assert rights to them, Client shall be obliged to inform C.I.V. of this immediately.
5. Client shall undertake to insure and keep insured the Goods delivered under retention of title against fire, explosion and water damage as well as against theft and to make the policy of this insurance available to C.I.V. for inspection on first

request. In the event of any insurance payment, C.I.V. shall be entitled to these funds. Insofar as necessary, Client shall commit in advance to cooperate with everything that may be necessary or desirable in that context in relation to C.I.V.

6. In the event that C.I.V. wishes to exercise its property rights referred to in this article, Client shall give its unconditional and irrevocable permission in advance to C.I.V. and third parties to be designated by C.I.V. to enter all those places where the property of C.I.V. is located and to repossess those Goods. If Client fails to fulfil the provisions of this provision, Client shall forfeit a penalty of 10% of the amount owed to C.I.V. for each day that Client remains in default.
7. Client shall undertake, on first request of C.I.V.:
 - I. to pledge to C.I.V. all claims of the Client against insurers with regard to the Goods delivered under retention of title in the manner stipulated in article 3:239 of the Dutch Civil Code;
 - II. to pledge to C.I.V. the claims that the Client acquires in relation to its customers on the resale of Goods delivered by C.I.V. under retention of title in the manner prescribed in article 3:239 of the Dutch Civil Code;
 - III. to mark the Goods delivered under retention of title as the property of C.I.V.;
 - IV. to otherwise cooperate with all reasonable measures that C.I.V. wishes to take to protect its property rights with regard to the Goods and which do not unreasonably hinder Client in the normal conduct of its business.

Article 11 - Right of retention

C.I.V. shall be entitled to retain everything that has been delivered to Client by C.I.V., as well as what C.I.V. has manufactured on behalf of the Client, until the Client has fulfilled all its obligations to C.I.V.

Article 12 - Price changes

1. C.I.V. may charge any increase in cost-determining factors that occurred after the conclusion of the Agreement to Client. Client shall pay the price increase at C.I.V.'s first request.
2. If Client can be regarded as a Consumer, then Client is authorised to dissolve the Agreement if and insofar as C.I.V. charges the price increase to Client within three months of entering into the Agreement.

Article 13 – Packaging

1. Client is obliged to return returnable packaging within 30 days, empty and in undamaged condition. If Client does not fulfil its obligations with regard to packaging, it shall bear all the costs ensuing from this. Such costs include the costs arising from late returns and costs of replacement, repair or cleaning.
2. If Client does not return returnable packaging after a reminder within the period stated therein, C.I.V. is justified in replacing this packaging and Client shall be obliged to pay the costs of this to C.I.V., provided that C.I.V. has announced these steps in its reminder.

Article 14 - Work on location

1. Client must ensure that all permits, exemptions and other dispositions that are necessary to perform the Work at a predetermined location have been obtained in good time. Client is obliged to send a copy of the aforementioned documents at C.I.V.'s first request.
2. The Work does not include earthwork, piling, cutting, demolition, painting, repair or other construction work, unless otherwise agreed in writing in advance.
3. Client shall ensure that C.I.V. can perform the Work undisturbed and at the agreed time and has access to the necessary facilities pursuant to the Working Conditions Act and associated regulations.
4. Client bears the risk and is liable for damage to and theft or loss of C.I.V.'s property.
5. The Work on location shall be regarded as delivered if the Work has been or is deemed to have been approved by Client.
6. The Work on location shall in any case be approved if C.I.V. has notified Client that the Work is ready for delivery and Client does not proceed to inspect the Work within eight days of this notification. Approval shall in any case also be deemed to have been given if C.I.V. has not been informed in writing within eight days of the inspection by the Client of whether or not the Work has been approved. If Client can be regarded as a Consumer, then article 7:758 of the Dutch Civil Code shall replace this paragraph.
7. If Client does not approve the Work, it shall undertake to notify C.I.V. of this in writing, giving reasons. Client shall give C.I.V. the opportunity still to deliver the work.

Article 15 - Additional or reduced work

1. Changes to the Work shall in any case result in additional work if there is a change to the design, specifications or scheme. This also applies if information provided does not correspond with reality. Additional work will be calculated on the basis of the pricing factors at the time the additional work is performed.
2. In principle, additional or reduced work shall be agreed in writing between C.I.V. and Client.
3. If additional work has been agreed verbally and a written notification within the meaning of the previous paragraph has been omitted, Client shall be deemed to have agreed to the additional work as soon as C.I.V. has started to carry out the additional work and Client has not protested immediately. Client bears the burden of proof of this.

Article 16 - Payment and collection costs

1. Payment shall be made in accordance with the payment schedule and/or within 30 days of the invoice date at the place of establishment of C.I.V. or to an account to be designated by C.I.V.
2. If Client remains in default to make timely payment of an invoice, Client is - subject to statutory provisions - legally in default. Client shall then owe interest

equal to the statutory interest rate applicable at that time in accordance with article 6:119a of the Dutch Civil Code. If Client can be regarded as a Consumer, then Client shall owe interest equal to the statutory interest rate applicable at that time in accordance with article 6:119 of the Dutch Civil Code. Interest on the amount due and payable will be calculated from the moment that Client is in default until the moment of full payment of the amount owing.

3. Payments made by Client shall always first be applied to settle all fees owing, then deducted from the interest owing, and then deducted from the payable invoices that have been outstanding the longest, even if Client states that the payment is to settle a later invoice.
4. C.I.V. may refuse full repayment of the principal sum if this does not include the interest still due and current interest and collection costs.
5. Client shall never be entitled to suspend or deduct the amount it owes to C.I.V.
6. Objections to the amount of an invoice do not suspend the payment obligation. Client is neither entitled to suspend payment of an invoice for any other reason.
7. If Client is in default or negligent in the (timely) fulfilment of its obligations, all reasonable costs incurred to obtain fulfilment extrajudicially shall be borne by Client. The extrajudicial costs amount to 15% of the outstanding principal sum, unless an imperative statutory provision prescribes otherwise.

Article 17 - Force majeure

1. A shortcoming in the fulfilment of its obligations cannot be attributed to C.I.V. if this shortcoming is the result of force majeure.
2. In addition to its definition in law and jurisprudence, in these terms and conditions 'force majeure' means all external causes, foreseen or unforeseen, which C.I.V. cannot influence, but which prevent C.I.V. from fulfilling its obligations. This may include weather conditions, natural disasters, cybercrime, disruption of digital infrastructure, fire, power failure, loss, theft or loss of tools, materials or information, strikes or work stoppages and import or trade restrictions. C.I.V. is also entitled to declare force majeure if the circumstances that hinder (further) fulfilment of the Agreement come into effect after C.I.V. was to have met its obligations.
3. C.I.V. may suspend its obligations under the Agreement during the period of force majeure. If this period lasts longer than six months, either of the parties shall be entitled to dissolve the Agreement, without any obligation to compensate the other party for damages.
4. Insofar as C.I.V. has already partially fulfilled its obligations under the Agreement or will be able to fulfil them at the time of the force majeure taking effect, and an independent value can be attributed to the part fulfilled or still to be fulfilled, C.I.V. shall be entitled to invoice the part already fulfilled or still to be fulfilled part separately. Client shall be obliged to pay this invoice as if it were a separate Agreement.

Article 18 - Liability

1. If C.I.V. is found to be liable, this liability shall be limited to what is determined in this article.
2. C.I.V. shall not be liable for damage, of whatever nature, caused because C.I.V. has relied on incorrect and/or incomplete data provided by or on behalf of Client.
3. If C.I.V. is found to be liable for any damage, its liability shall be limited to a maximum of the invoice value of the order or that part of the order to which the liability relates.
4. C.I.V.'s liability shall in any case always be limited to the amount paid by its insurer in the given case.
5. C.I.V. is only liable for direct damages. Direct damages shall be limited to the reasonable costs to determine the cause and the scope of the damages, insofar as the determination concerns damages in the sense of these conditions, any reasonable costs incurred to address the deficient service by C.I.V. under the Agreement insofar as these costs can be attributed to C.I.V. and reasonable costs incurred to prevent or limit damages, insofar as Client demonstrates that these costs have led to limitation of the direct damages as referred to in these terms and conditions.
6. C.I.V. shall in no case be liable for indirect damages, including consequential damages, lost profits, missed savings and damages due to stoppage of business.
7. A condition for any right to compensation of damages is that Client reports the occurrence of the damage to C.I.V. immediately, or in any case within two months after occurrence of the damage. Subsequently, proceedings against C.I.V. must be instituted by the Client within 1 year. This is all on penalty of forfeiture of rights.
8. The limitations of liability given in this article do not apply if the damage is due to intent or gross negligence on the part of C.I.V. or its managerial employees.

Article 19 - Indemnity

1. Client shall indemnify C.I.V. against any claims from third parties who suffer damage in connection with the execution of the Agreement and the cause of which is attributable to parties other than C.I.V.
2. Should C.I.V. be sued by third parties in this regard, Client shall undertake to assist C.I.V. both extra-judicially and judicially and immediately do all that may be expected of it in that case. Should Client fail to take adequate measures, C.I.V. shall be entitled, without notice of default, to take such measures itself. All costs and damages on the part of C.I.V. and third parties resulting from this shall be entirely at the expense and risk of the Client.

Article 20 – Intellectual property

C.I.V. reserves the rights and powers that accrue to it under the Copyright Act (Auteurswet) and other intellectual property legislation and regulations. C.I.V. has the right to use the knowledge it gains through the execution of an Agreement for other purposes as well, insofar as no strictly confidential information of Client is brought to the knowledge of third parties.

Article 21 - Applicable law and disputes

1. All legal relationships to which C.I.V. is a party shall be exclusively subject to Dutch law, even if an obligation is fully or partially performed abroad or if the party involved in the legal relationship has its domicile there.
2. The applicability of the Vienna Convention (C.I.S.G.) is excluded.
3. The district court of North Holland, Alkmaar location, has exclusive jurisdiction to hear disputes. Nevertheless, C.I.V. shall be entitled to submit the dispute to the court that is competent under the law.
4. If Client can be regarded as a Consumer, Client shall be granted a period of one month after C.I.V. has invoked this clause against it in writing, to opt for settlement of the dispute by the court that is competent under the law.