

GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT

Article 1. Applicability and definitions

1. These General Terms and Conditions apply to the entire legal relation between ORCA Crew Services B.V., hereinafter referred to as “ORCA” and the Principal, in respect on all our offers, correspondence and on all agreements, by whichever name. These General Terms and Conditions also apply to contracts entered into by ORCA for the deployment of crew members for the offshore and maritime industries, hereinafter referred to as “Temporary Agency Workers” to Principals in the Offshore and Maritime industries, hereinafter referred to as the “Principal”.
2. Principal is deemed to have tacitly agreed with the applicability of these General Terms and Conditions as soon as the contract is entered into.
3. Where reference is made to “Principal” in these General Terms and Conditions, this shall be understood to mean any natural or legal person who has entered into a contractual relationship with ORCA by virtue of a temporary employment contract concluded with us, or who wishes to enter into or has entered into a different type of contract. In particular, “Principal” shall also mean the person on whose instructions and at whose expense services or goods are provided. The term “Principal” also includes all ships, assets and companies that he or she represents.
4. The provisions of these General Terms and Conditions may only be deviated from and if insofar as this has been explicitly agreed in writing.
5. If the Principal also refers to its own general terms and conditions, these terms and conditions of the Principal do not apply to the contract. General terms and conditions used by the Principal are only valid if they are explicitly accepted by ORCA in writing.

Article 2. Offers

1. All of our offers must be regarded as non-binding. They therefore do not bind us in any way, unless the offer itself explicitly and unambiguously (in writing) states the contrary. Orders given to us shall be deemed to be a request for an offer and shall only be considered to have been accepted by ORCA after it has confirmed this in writing (the so-called order confirmation).

Article 3. Conclusion of the contract and termination

1. A contract is only concluded with ORCA when we have accepted in writing an order given to us. A contract shall be deemed to have been concluded at the time ORCA sends the order confirmation.
2. The Principal is bound to its order, given to us in any form whatsoever, for a period of eight days after the date of the order or (in the event of an oral order) after the order has been given. A statement by the Principal that it wishes to cancel or change its order, given during

this period of eight days, cannot therefore prevent a contract from being concluded on the basis of the (original) order, if ORCA accepts/confirms the order within this eight days period.

3. The order confirmation that ORCA sends to the Principal is deemed to fully and correctly reflect the content of the contract concluded. The Principal is deemed to agree with the content of the order confirmation of ORCA, unless it informs ORCA in writing within eight days of the date of our order confirmation that it does not agree with the contents. In that case, the Principal is obliged to state in writing, in a specified and substantiated manner, the aspect or aspects of the content of the order confirmation that it disagrees with.
4. Any additional agreements and/or commitments made by our employees, or made on our behalf by other persons acting as representatives, only bind ORCA if these agreements and/or commitments have been confirmed in writing by a director or directors we have authorized to represent us.
5. If the Principal fails to meet its obligations under the contract for the provision of services, ORCA has the right to terminate the contract in whole or in part, extrajudicially. Insofar the Principal has already received performances in implementation of the contract for the provision of services at the time of termination, the termination shall apply with regard to that part of the contract that has not yet been performed and the Principal shall owe the remuneration until the date of termination in full.

Article 4. Selection of employees

1. ORCA is free to decide on the employee it deploys on the basis of a contract.
2. ORCA guarantees that the employee possesses the documents and qualifications indicated by the Principal in accordance with the contract.
3. Requirements that are irrelevant to the position cannot be imposed by the hirer. These shall not be honored by ORCA.
4. If the employee has not worked for the Principal at least once before and it appears that he/she does not have the aforementioned competences and qualifications, the Principal must inform ORCA of this in writing no later than at the end of the first working day of the employee, stating the reasons. ORCA will then endeavor to provide replacement at the earliest convenience.
5. If ORCA, for whatever reason, does not or can no longer deploy the Temporary Agency Worker, this shall never constitute an attributable shortcoming of ORCA with regard to the Principal.

Article 5. Working time and working conditions

1. The employee will be deployed for a fixed period of time or for the duration of the project.
2. The duration of the employment contract includes the journey from the residence or accommodation of the employee to the place of the start of the work and the journey back to his/her residence or accommodation from the place of the end of the work.
3. The Principal shall not deviate in a negative sense, with regard to the employee, from the working hours and rest periods or safety regulations that are also applied to its own personnel.
4. If a collective scheme is applicable to the Principal in question, this will be applied by ORCA. The Principal is obligated to mention the full contents of such scheme at the time of entering into the contract and to pay ORCA any resulting rate increase.

5. If the Principal provides a car or any other vehicle to the employee, the Principal is obliged to inform ORCA accordingly. If the hirer fails to do so, it is obliged to compensate ORCA and/or the employee for any damage, costs and (fiscal) consequences resulting from this.

Article 6. Secondment and offers of direct employment

1. The Principal is not free to make the employee available to a third party to work under its management and supervision.
2. The Principal is not free enter into an employment contract with the employee directly, or through a third party, during the term of the deployment and cannot do so in the first six months of the contract (180 days).
If the Principal wishes to proceed to directly employ the employee within the first six months of work, the Principal will owe ORCA a fee for the remaining days up to a maximum of 180 times the day rate.
3. If ORCA only receives a contract for recruitment and selection, ORCA will charge a fee amounting to three gross monthly salaries of the hired employee or 25% of the total annual wages including emoluments. This fee must be paid as soon as the employee signs the contract.

Article 7. Rates

1. The rates of ORCA are exclusive of turnover tax and unless explicitly agreed otherwise in writing.
2. Our prices do not include costs for travel, residence, accommodation, food, vaccinations, visa, COC specific flag, clothing (PPE) and a work permit for the Seafarers.
3. The agreed daily rate for the employee will start upon departure from home of the employee and end at the time employee returns home, unless otherwise agreed in writing.
4. The working time, rest periods and working hours of the Temporary Agency Worker shall correspond to the times applied by the Principal. If the agreed working hours are exceeded (these are 12 hours per working day as standard practice), we charge 10% of the daily rate or 125% of the hourly rate for every hour of overtime.
5. The Principal is prohibited from deploying the employee in a different position or rank than agreed upon, unless ORCA has given its written consent therefor.
6. If the Temporary Agency Worker is deployed in a lower position on board during the contract period, the current rate will be maintained.
7. If the Temporary Agency Worker is deployed in a higher position on board during the contract period, the Principal shall automatically owe ORCA the rate corresponding to that higher position. The opposite does not apply in the case of a demotion.
8. ORCA has the right to charge the Principal for any increase in one or more of the costs factors occurring after the date on which the contract was concluded, but before the date the contract is executed. In such case, ORCA also has the right to declare the contract completely or partially terminated without legal intervention being required. The latter right shall also be vested in the Principal, but only if, within three months of the conclusion of the contract, ORCA takes the viewpoint that changes in costs should result in an increase in the price stated in the order confirmation. If the Principal makes use of this right, it must request termination of the contract by registered letter within five days of receipt of the relevant notification from ORCA.

9. If the rate changes occur by virtue of legislation, Collective Labor Agreement (CBA/CAO) obligations or any other regulations, ORCA will give notice to the Principal and charge these on to the Principal with effect from the point in time they take effect.
10. The Principal agrees to invoicing in .PDF format via email.
11. The parent company of the Principal guarantees that all payment obligations towards ORCA shall be honored and that it is financially liable as the parent company.

Article 8. Liability

1. ORCA is never liable for consequential or business damage, direct or indirect damage or any other form of damage, howsoever named, including loss of profit and stagnation damage that is suffered by the Principal and its subordinates, which is caused by employees deployed at or by it or by third parties.
2. An exception to the full exclusion, as referred to in paragraph 1, shall apply if the Principal provides evidence that the damage was caused by willful misconduct or gross negligence on the part of ORCA. In such case, the liability of ORCA shall be limited to 50% of the amount invoiced to the Principal for deploying the employee who is most closely connected to the realization of the damage. ORCA has the right to take measures to undo the damage, to the extent possible.
3. The Principal shall insure the personnel delivered by ORCA on his "Hull & Machinery" and "P&I" policy of the ship.
4. ORCA does not bear any responsibility for damage caused by personnel deployed by ORCA, to the Principal, other personnel or third parties. The Principal indemnifies ORCA and its employees against possible claims of third parties for damage and/or losses caused by personnel deployed by ORCA, during the performance of their work.
5. If the Principal does not comply with its obligations arising from the contract for the provision of services and/or these General Terms and Conditions, it is obliged to compensate ORCA for all damage resulting therefrom, including all costs of judicial and extrajudicial legal assistance, without prior notice of default being required. The above does not affect the fact that ORCA can take other action, such as calling for the termination of a contract or the suspension of its obligations.

Article 9. Employment of personnel, management and supervision, duration of deployment

1. The Personnel that are deployed to the Principal are employed by ORCA. However, during the period that the personnel are deployed to the Principal, the Principal is obliged to supervise and manage these personnel.
2. The Principal is not permitted to put the employee to work in a place or area where there is a danger to the health of the employee or where the safety of the employee is or could be endangered.
3. If, after commencement of the work, the health or safety of the employee is or has been endangered, the Principal is obliged to repatriate the employee immediately at its own expense.
4. The Principal is fully liable for all damage that the employee suffers or will suffer as a result of the impairment of his/her health or safety, in particular in the event of unsafe working conditions in accordance with Article 7:658 of the Dutch Civil Code (*Burgerlijk Wetboek*).

5. The Principal shall at all times indemnify ORCA against any claims made against ORCA due to the failure of the Principal to comply with the obligations mentioned in this article and authorizes ORCA to assign its claims to the person(s) directly involved, or to enforce these claims against the Principal, also on behalf of ORCA.
6. The Principal is responsible for the implementation of and compliance with the employer's obligations imposed by law with regard to safety and other working conditions, as well as all other locally applicable laws and/or regulations, such as those to prevent discrimination.
7. Pursuant to the Working Conditions Act (*Arbowet*) and general safety at work, the Principal must ensure that the employee does not drink alcohol or use drugs at work, is not under the influence of alcohol or drugs at work, and does not use drugs or drink excessive alcohol outside working hours if the employee is employed by ORCA and is deployed on a project in such capacity. After consuming alcohol, an alcohol-free period of at least eight hours must be observed before starting work again.

Article 10. Payment

1. Payment must be made in euros, unless otherwise agreed, by transfer to a bank account designated by ORCA (currently **IBAN NL40 RABO 0321 1378 17 or DE 4037 0700 6001 1926 1643**) no later than 30 days after the invoice date, all this unless explicitly agreed otherwise in writing. In the case of payment by bank or giro, the day of payment is the day that the bank or giro account of ORCA is credited. Set-off of any (alleged) claim by the Principal, however named, is excluded. Suspension of the payment of the invoices of ORCA after the due date is also not permitted.
2. If the Principal fails to make payment (in full) on time, it shall be in default without any further notice of default being required. In such case, if there is a sufficient connection with the non-fulfilment of the Principal, ORCA has the right to suspend the fulfilment of all its obligations towards the Principal, without being obliged to pay any compensation to the Principal and without prejudice to all the rights of ORCA ensuing from general law. Non-timely payment of an invoice of ORCA shall also mean that any other invoices that are not yet due according to the payment term will automatically become due immediately, without any announcement or notice of default being required.
3. If the Principal remains in default of timely payment, ORCA has the right to terminate the contract extrajudicially and the Principal will forfeit to ORCA or the credit insurer of ORCA, without any further notice being required by ORCA, interest that is equivalent to the statutory rate of interest plus 4% per year, calculated on the unpaid amount, from the due date of the invoice until the day of payment in full. All costs involved in the collection of invoiced amounts (including extrajudicial collection costs) shall be borne by the debtor. The extrajudicial collection costs amount to a minimum of 15% of the Principal sum with a minimum of €250.00, all this excluding turnover tax. Moreover, all adverse consequences of an exchange loss or otherwise due to late payment or non-payment, shall be for the account of the Principal, even if the Principal, in accordance with the provisions in force in its country, has fulfilled its payment obligations on time, but circumstances or measures beyond its control have caused the transfer to take place in a way that is detrimental to ORCA.
4. ORCA makes use of factoring. The Principal explicitly allows ORCA to pledge, encumber and transfer its claims against the Principal. Any prohibition on pledging on the part of the Principal is therefore not applicable to the contract.

5. In the case of bankruptcy, suspension of payments, liquidation, cessation of activities or seizure, ORCA has the right to terminate the contract extrajudicially by means of a registered letter, without notice of default being required.
6. In accordance with Article 6:44 of the Dutch Civil Code (*Burgerlijk Wetboek*), payments shall first be applied to the costs referred to in paragraph 3, then to the interest due and finally to the Principal sum and the accrued interest.
7. If the financial position of the Principal deteriorates after the conclusion of the contract, ORCA shall be entitled to abandon the further performance of the contract, in whole or in part, or to demand a change in the terms of payment and to require the Principal to make an advance payment or to provide security for the payment of our invoices.
8. Payments by the Principal to the employee shall always be made at the risk of the Principal. Advances paid by the Principal to the employee must be submitted in writing to ORCA before payment of salary and the invoicing of the month in question. Before the Principal can proceed with the payment, ORCA must first approve this request for an advance payment. Without written approval of the advance payment, the risk of any negative salary balance shall be borne by the Principal.
9. Unless otherwise agreed in writing, all travel and accommodation costs are not included in the agreed daily rates and must be reimbursed by the Principal.
10. Costs arising from the timely provision of replacements in the event of illness shall be borne by the Principal.
11. Invoices of ORCA are also based on the timesheets approved by the Principal. After approval, any errors on the timesheets are for the account of the Principal. In addition, the signature of the captain (or on his behalf) placed on the timesheet represents the approval of the relevant timesheet by the Principal.
12. An objection to an invoice received by the Principal must be made known to ORCA within 14 days of the date of the invoice. Notification of an objection shall not suspend the obligation of the Principal to pay.
13. Payment of the amounts invoiced by ORCA Crew Services B.V. is without any deductions or settlement to be made within 30 days after the invoice date. Failure to the payment within the aforementioned term, the client is in default by operation of law. In that case claim to 8% interest per month, from the due date to the outstanding amount has been settled.

Article 11. Force Majeure

Force majeure shall be understood to mean any circumstance beyond the control of ORCA, which is of such a nature that compliance with the contract cannot reasonably be required of ORCA (non-attributable shortcomings in compliance). Force majeure includes, but is not limited to: war, riots and hostilities of any kind, blockade, strikes, boycotts, natural disasters, epidemics, lack of raw materials, prevention and interruption of transport options, interruptions in the operations of ORCA, import and export restrictions or prohibitions, obstacles caused by measures, laws or decrees of international, national and regional (government) authorities. If, due to force majeure, ORCA is unable to comply with its delivery obligation, or it is unable to do so properly or on time, ORCA is entitled to consider the contract or the part not yet executed as terminated, or to suspend the contract for a definite or indefinite period of time, such at our discretion. In the case of force majeure, the Principal cannot hold ORCA liable for damage and the obligations of ORCA arising from

the contract will be suspended. Any applicable daily rate shall be maintained for the duration of the force majeure. If the force majeure lasts longer than a period of three months, either party has the right to terminate the contract by means of a written notification to the other party, without notice of default being required.

Article 12. Applicable law

The offers made by us and all contracts entered into by us are subject exclusively to Dutch law.

Article 13. Dispute resolution

All disputes of any nature related to/resulting from contracts entered into by us and deliveries made by us shall be exclusively settled by the competent court of the Court of Zeeland West Brabant, Middelburg location, the Netherlands.

If any provision of these General Terms and Conditions is declared null and void, the remaining provisions of these General Terms and Conditions will remain in full force and effect. The parties shall enter into consultations in order to agree on a new provision to replace the provision that has been declared null and void, whereby the purpose and purport of the provision that has been declared null and void shall be taken into account as much as possible.

ORCA reserves the right to change these General Terms and Conditions. Changes become effective and replace any previous General Terms and Conditions as soon as the Principal has been informed of them by ORCA.

General terms and conditions as deposited in the chamber of commerce in Middelburg at March 16th, 2020.

ORCA Crew Services CoC nummer 69035415

Date: 15 March 2021

ORCA Crew Services B.V.

Principal