

GENERAL TERMS & CONDITIONS – NAVISTRA B.V.

Chamber of Commerce number: 98235869

(Version 2025)

ARTICLE 1 – APPLICABILITY & DEFINITIONS

1. These Terms and Conditions apply to all offers, quotations, assignments, purchase orders, and agreements under which Navistra B.V. (“Navistra”) provides consultancy, technical support, operational support, project management, representation, supervision of works, procurement services, aftersales support, and all related services.
2. “The Client” means any natural or legal person that contracts Navistra.
3. “Third-Party Contractor” means any subcontractor, specialist, shipyard, supplier, engineer, tradesperson, or external company engaged by Navistra or directly by the Client.
4. “Documents” include all reports, project files, quotations, assessments, planning documents, technical reviews, drawings, or other materials produced by Navistra.
5. “Information” includes all data provided verbally or in writing by either party.
6. If any provision proves invalid, the remaining provisions remain fully binding.
7. These Terms also apply to follow-up assignments and ongoing engagements.
8. In case of conflict, the Dutch version shall prevail.

ARTICLE 2 – OFFERS & QUOTATIONS

1. Quotations issued by Navistra are non-binding until confirmed in writing.
2. Composite quotations do not oblige Navistra to perform a portion of the work for a proportional fee.
3. Navistra may revise prices, planning, or scope if the Client provides incomplete or incorrect information.
4. Quotations and rates do not automatically apply to future work.
5. All documentation accompanying an offer remains Navistra’s property.
6. Navistra may charge proposal or investigation costs if communicated in advance.

ARTICLE 3 – FORMATION OF THE AGREEMENT

1. An agreement is formed once the Client accepts Navistra’s quotation or when Navistra commences work at the Client’s request.
2. Amendments or verbal instructions bind Navistra only after written confirmation.
3. Scope changes must be submitted in writing and may affect fees, planning, or deliverables.

ARTICLE 4 – FEES, PRICES & PROCUREMENT / MARK-UP

1. Unless a fixed fee is agreed, work is invoiced based on time spent at Navistra’s hourly or daily rates.
2. Navistra may act as **procurement agent**, requesting quotes from Third-Party Contractors, applying a mark-up or management fee, and invoicing the Client under Navistra’s name.
3. All prices exclude VAT and additional expenses (travel, accommodation, administrative costs, materials, and costs of Third-Party Contractors).
4. Work outside normal working hours may incur surcharges.
5. Navistra’s internal time registration is binding unless evidence proves otherwise.
6. Navistra may increase fixed fees if additional work or unforeseen workload arises.

ARTICLE 5 – ENGAGEMENT OF THIRD-PARTY CONTRACTORS

1. Navistra may engage Third-Party Contractors when required for execution of the assignment, including shipyards, technicians, engineers, or specialists.
 2. When Third-Party Contractors are engaged:
 - a. they perform the work under their own responsibility;
 - b. Navistra is not responsible for their performance, workmanship, delays, errors, damage, or failures;
 - c. the Client accepts that Navistra acts as intermediary only, unless otherwise agreed in writing.
 3. Navistra may supervise, coordinate, or manage Third-Party Contractors, but such supervision **does not transfer liability** for their work to Navistra.
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ARTICLE 6 – OBLIGATIONS OF THE CLIENT

1. The Client must provide accurate, complete, and up-to-date information, including engineering files, refit history, drawings, specifications, maintenance records, and access to the vessel.
2. The Client is responsible for the accuracy of all provided data.
3. Navistra is not liable for consequences of incorrect, outdated, or incomplete information.
4. If the Client's obligations are not met, Navistra may suspend work and charge resulting costs.

ARTICLE 7 – CONFIDENTIALITY & NON-CIRCUMVENTION

1. Both parties shall treat all exchanged information as confidential.
2. Third-Party Contractors may be provided information strictly necessary for performance of the assignment.
3. Without written permission from Navistra, the Client shall **not directly contact, contract, or solicit** any Third-Party Contractor introduced by Navistra for 24 months after the assignment.
4. If the Client violates this clause, Navistra is entitled to a fee equal to **25% of all work performed directly with the circumvented party**, with a minimum of €25,000.

ARTICLE 8 – STORAGE OF INFORMATION

1. Navistra stores information with due care but is not liable for loss or damage unless caused by wilful misconduct.
2. The Client shall retain its own copies of all essential documents.

ARTICLE 9 – TERMINATION OF ASSIGNMENTS

1. Assignments end upon completion or written withdrawal.
2. Navistra may terminate the assignment in case of conflict of interest, non-cooperation, or disturbed relations.
3. Termination does not relieve the Client from payment for work already performed.

ARTICLE 10 – DEADLINES

1. All deadlines are indicative unless expressly agreed as binding.
2. Delays caused by late information, subcontractor issues, vessel access, or changes in planning extend the agreed schedule.

ARTICLE 11 – EXECUTION & PROJECT MANAGEMENT

1. Navistra performs services on a best-efforts basis and does not guarantee specific outcomes.
2. Supervision or project management by Navistra does **not** make Navistra responsible for:
 - a. workmanship of Third-Party Contractors;
 - b. technical failures;
 - c. engineering inaccuracies;
 - d. structural, mechanical, or electrical issues;
 - e. damage occurring during physical work.
3. Additional work caused by planning changes, subcontractor errors, or unexpected vessel conditions is billed separately.
4. The Client must promptly review documents; approval in writing constitutes acceptance.

ARTICLE 12 – COMPLAINTS

1. Complaints must be reported immediately upon discovery.
2. Complaints do not suspend payment.
3. Navistra must be given the opportunity to investigate the complaint.
4. No complaints shall be accepted when issues arise from Third-Party Contractor performance, incorrect data supplied by the Client, or decisions taken contrary to Navistra's advice.

ARTICLE 13 – GUARANTEES

1. Navistra guarantees professional execution of consultancy and management services.
2. Navistra does not guarantee the performance or results of Third-Party Contractors.
3. Remedies are limited to correcting documents or re-performing consultancy services.

ARTICLE 14 – LIABILITY

1. Navistra is not liable for:
 - a. errors in engineering data or technical documentation supplied by the Client;
 - b. errors or workmanship of shipyards or subcontractors;
 - c. damage occurring during physical work;
 - d. delays, failures, or defects caused by vessel condition or external parties;
 - e. decisions made by the owner, captain, crew, or shipyard against Navistra's advice.
2. Navistra's liability is limited to direct damages only.
3. Liability is capped at the invoiced value of the assignment phase during which the event occurred, or the amount paid by Navistra's liability insurer, whichever is lower.
4. Claims must be submitted within 6 months.
5. The Client indemnifies Navistra against claims from third parties arising from the assignment.

ARTICLE 15 – PAYMENT

1. Navistra may require advance payments.
2. Standard payment term: 14 days.
3. Late payments incur 6% monthly interest plus collection costs.
4. Navistra may suspend work until full payment is received.
5. The Client may not set off any amounts.

ARTICLE 16 – INTELLECTUAL PROPERTY

1. All documents and materials produced by Navistra remain Navistra's intellectual property.
2. They may not be disclosed or used outside the project scope without permission.
3. Use of Navistra documents in disputes against parties represented by Navistra requires explicit written approval.

ARTICLE 17 – RIGHT OF RETENTION

Navistra may retain documents until all outstanding payments are settled.

ARTICLE 18 – INSOLVENCY

Navistra may immediately terminate the agreement if the Client becomes insolvent or loses control over assets.

ARTICLE 19 – FORCE MAJEURE

1. Navistra is not liable for delays or non-performance due to force majeure.
2. Force majeure includes delays caused by shipyards, subcontractors, regulatory bodies, weather, strikes, and system failures.
3. Work performed prior to force majeure must be paid by the Client.

ARTICLE 20 – CANCELLATION & SUSPENSION

1. Early termination by the Client requires compensation for all incurred costs and lost profits.
2. Cancellations within 24 hours are fully chargeable.
3. If work is suspended at the Client's request, all work already carried out becomes immediately payable.

ARTICLE 21 – APPLICABLE LAW & JURISDICTION

1. Dutch law applies.
2. Disputes shall be submitted to the competent court in the district of Navistra's registered office, unless Navistra chooses the Client's jurisdiction.