

Article 1 The Agreement

1.1 This Agreement is made between Rensmarine named in the Order Form ("RM") and the customer named in the Order Form (the "Customer").
1.2 This Agreement consists of an Agreement or Order Form, these General Terms & Conditions and any other terms incorporated by reference in the Agreement or Order Form.
1.3 Each Order Form entered into between the parties, that incorporates these General Terms & Conditions by reference shall form a separate agreement, so that the term "this Agreement" will apply mutatis mutandis to such Order Form and the terms that it incorporates by reference.
1.4 The Agreement and/or Order Form shall prevail in the event of any conflict between the Agreement and/or Order Form and any other part of the Agreement except where otherwise expressly agreed in writing.
1.5 Words defined in the Agreement and/or Order Form shall be given the same meaning throughout these General Terms & Conditions.

Article 2 Scope

2.1 All of the terms that have been agreed between the parties in relation to the supply and licensing of the RM Material and the Services are contained in this Agreement. No other terms shall apply unless they expressly agree otherwise in writing. Each party acknowledges that, in entering into this Agreement, it has not relied on any representation made by the other party that has not been set out in this Agreement.
2.2 No amendments to this Agreement shall be effective unless in writing and signed by an authorised signatory on behalf of each party.
2.3 If one or more of the provisions of this Agreement are void, in conflict with the law or unenforceable, this will not affect the validity of the other provisions. Parties will negotiate by agreement in consultation about a new provision for the replacement of the void or unenforceable provision, which will as much as possible follow the effect and meaning of the void or unenforceable provision.
2.4 Any verbal promises and arrangements will not have any effect unless these have been confirmed in writing by one party.
2.5 If a party does not enforce any right, or does not use any legal remedy this will not entail any waiver of that right or legal remedy.

Article 3 Supply

3.1 RM will supply to the Customer the Services during the Term.
3.2 RM will supply the material contained within the Services (the "RM Material") in the Delivery Format and by the Delivery Method specified in the Agreement and/or Order Form. RM may at its sole discretion alter the Delivery Format and/or the Delivery Method so as to provide more effective or more efficient provision of the Services provided that RM will inform the Customer as far in advance as reasonably practicable of any alteration that will materially affect the Customer's business.

Article 4 Licence

4.1 Subject to the Customer's compliance with its obligations and any restrictions set out in this Agreement, RM grants to the Customer a non-exclusive and non-transferable licence to use the RM Material for the Purposes during the Term, provided that the Customer: a) will not make the RM Material available to the public (including on any internally available intranet) without RM's express written permission; b) will not use the RM Material for any purpose except as expressly permitted by this Agreement.
4.2 The licence is subject to the following restrictions:

- the Customer is not permitted to have the RM Material and the documentation used by a third party, or to use these for the benefit of third parties;
- the Customer is not permitted to modify or adapt the RM Material or the documentation;
- the Customer is not allowed to remove any indication in respect of copyrights, trademarks, trade names or other rights of (intellectual) property from the RM material and documentation;
- the Customer is not permitted to transfer the rights of use for the RM material to a third party.

4.3 The Customer will indemnify and keep indemnified RM against all loss, damage and expense (including any legal and other professional expenses) incurred or suffered by RM directly or indirectly arising (in whole or in part) from (a) any use, reproduction or distribution by the Customer (or any person authorised or permitted by the Customer) of any part of the Services in a manner not authorised by this Agreement, (b) any templates and/or formatting requirements of the Customer infringing any third party rights and (c) any claim against RM by a third party arising out of Customer's use of the Services, or any decisions or advice arising out of such use.
4.4 As soon as the Customer becomes aware of any unauthorised use of any Services by any employee or agent of the Customer, the Customer shall give RM full written details of such use.

Article 5 Intellectual Property Rights and Third Party Rights

5.1 The Customer agrees and acknowledges that: (a) all rights (including intellectual property rights) used or subsisting in the RM Material, including the manner in which the RM Material appears on delivery to the Customer, are the property of RM or the third party/parties which provide information/material used or contained in the RM Material to RM (or permit RM to access and obtain such information/material) (each a "Third Party Provider"); and (b) the RM Material is provided by RM on the basis that, if any Third Party Provider of any of the RM Material requests that the Customer enters into or abides by any licensing and/or other arrangement (including, without limitation, licences of intellectual property and/or other rights or arrangements allowing access to or use of any of the RM Material) (a "Third Party Agreement"), the Customer will enter into and abide by the terms of the relevant Third Party Agreement and will continue to pay any applicable licence or other fee(s) which may be payable in connection therewith.
5.2 The Customer agrees and acknowledges that RM is dependent on its Third Party Providers and that this Agreement and the provision of the Services is always subject to any arrangements (involving intellectual property and/or any other rights or otherwise), restrictions or prohibitions imposed by any Third Party Provider of any of the RM Material, whether such arrangements, restrictions or prohibitions are imposed directly on RM in respect of its provision of the relevant RM Material to the Customer or on the Customer itself (under a Third Party Agreement or otherwise) and whether requested or imposed prior to, on or at any time after the date of this Agreement.
5.3 RM may terminate this Agreement (in whole or in part) or terminate or suspend the provision of any part of the Services if, in the reasonable opinion of RM, the Customer: (a) is in breach of or fails to pay any amount required to be paid under any Third Party Agreement; (b) fails to obtain, abide by or renew any Third Party Agreement; (c) challenges the validity of any of the rights (including intellectual property rights) of RM or any of its Third Party Providers; (d) challenges the validity of this Agreement or any Third Party Agreement; or (e) acts in a manner which is inconsistent with the agreements and acknowledgments set out in clauses 5.1 and 5.2.
5.4 RM (or its Third Party Provider(s)) will, at its (or their) option, have the conduct of all proceedings relating to the enforcement of any rights (including intellectual property rights) in the RM Material. The Customer agrees to give full co-operation in relation to protecting such rights including taking any reasonable action in respect of such rights as requested by RM or any of its Third Party Providers, and RM or the relevant Third Party Provider(s) will pay the Customer's reasonable expenses in giving such co-operation. In the event of any conflict between the provisions of clauses 5.1 and 5.2 and any other provisions of this Agreement, the provisions of clauses 5.1 and 5.2 shall prevail.

Article 6 Charges

6.1 The Customer will pay the Charges in accordance with the Order Form.
6.2 All amounts set out in this Agreement are exclusive of any applicable VAT or other sales taxes.
6.3 The Charges shall be adjusted, to take effect upon each anniversary of the Start Date as follows:
6.3.1 The Charges shall be increased by the annual percentage increase in the total OECD consumer prices – all items non-food, non-energy index as at the 30 September immediately preceding the relevant anniversary of the Start Date; or
6.3.2 should RM elect, and subject to the Customer's right to terminate under clause 11.4, RM may amend the Charges on at least 60 (sixty) days' notice
6.4 RM will invoice the Customer for the Charges in accordance with the Order Form, which shall be payable within 30 (thirty) days of the date of receipt of the invoice. Time shall be of the essence for the purposes of this article 6. In the event that the Customer requests that RM credit and rebill an invoice for reasons other than a billing error or omission on the part of RM, then RM shall be entitled to charge an additional administration Charge of €25,- for such credit and rebilling.
6.5 All amounts payable under this Agreement shall be paid in full without set-off, deduction or other withholding of any amount which may be due to the Customer and any charges for incoming and outgoing international money transfers are for the account of the Customer. Should the Customer be required by any law or regulation to make any deduction or withholding on account of tax or otherwise or should international money transfer charges become payable on any sum payable under this Agreement, the sum payable shall be increased by the amount of such tax or charges to ensure that the RM receives a sum equal to the amount to be paid under this Agreement.
6.6 Objections to the level of the invoice do not have the effect of suspending the payment obligations.
6.7 After the expiry of a period of 30 (thirty) days after the invoice date, the Customer will be, without a notice of default, by operation of law in default. The Customer has to bear from the moment of default on the immediately claimable amount an interest at the rate of 3% per month, unless the statutory interest rate is higher.
6.8 In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to RM and the obligations of the Customer towards RM are immediately claimable.



Article 7 Collection costs

7.1 If the Customer is in default or in breach of the agreement in fulfilling its obligations (in a timely manner) then all reasonable costs incurred to obtain an out-of-court settlement are payable by the Customer.

7.2 The Customer is in any event liable to pay the collection costs.

7.3 With regard to the extrajudicial (collection) charges, RM is entitled – in departure from article 6:96 paragraph 5 of the Dutch Civil Code and the Payment of Extrajudicial Collection Charges Decree – to a payment of 15% of the total outstanding principal sum, with a minimum of € 90,- for every invoice that is wholly or partly unpaid.

7.4 Any reasonable legal costs and execution costs incurred are also payable by the Customer.

Article 8 Liability

8.1 Although RM will take all reasonable steps to ensure the accuracy and timely provision of the Services, neither RM nor any of its licensors warrants that either the Services will be free from error or uninterrupted or (as provision of the Services is subject to the availability of the necessary information/material to RM) that specific items of information/material will be available.

8.2 The Customer acknowledges the ultimate responsibility lies with him, or in case of an advise to a Vessel, with the Master of the Vessel or Vessels and accepts that RM cannot be held responsible nor liable for any decisions made by the Customer or or Master of subject Vessel or Vessels based in the information provided by RM.

8.3 The Customer acknowledges that it has or will make its own assessment as to the suitability of the Services for any use it makes of it (and it is qualified to make such assessment or have received suitable independent advice) and nothing in the Services constitutes a recommendation or advice to take, or refrain from taking, any specific course of action.

8.4 RM does not accept any liability for failures or breakdowns in network connections and/or end-to-end connectivity across the Internet and/or performance problems experienced on any Internet or other networks outside RM's direct control.

8.5 No conditions, warranties or other terms (express or implied, including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to this Agreement or to the Services except to the extent that they are expressly set out in this Agreement.

8.6 Except under the indemnity in clause 4.2, neither party shall be liable under this Agreement for any loss of profits, loss of revenue, loss of or damage to goodwill, loss of contracts, loss of customers or any indirect, special or consequential loss (even if the party concerned has been advised of the possibility of such loss), provided that this exclusion will not apply to any loss of revenue or profit that would otherwise have been obtained by or due to RM in relation to a breach of clause 4.1.

8.7 Except under the indemnity in clause 4.2, each party's liability arising from or in connection with this Agreement and in relation to anything which the party concerned may have done or not done in connection with this Agreement (and whether such liability arises due to breach of contract, negligence or for any other reason) shall be limited, in relation to all events or series of connected events occurring in any given year, to (in addition to any sums properly payable under this Agreement) an amount equal to the total Charges payable by the Customer to RM for that specific service (and provided that if a series of connected events spans more than one service, for the purposes of this clause they will all be treated as one). In the event a service payable per hour is applicable, an amount equal to 4 hours of the agreed hourly tariff will be applicable.

8.8 Nothing in this Agreement shall limit either party's liability: (a) for fraud, (b) for death or personal injury caused by either party's negligence or that of its servants or agents, or (c) in relation.

8.9 The Customer must report the damage for which RM can be held liable to RM as soon as possible, but in any event within 10 days of the damage having arisen, on penalty of the forfeiture of any right to compensation for this damage.

8.10 Any liability claim against RM lapses within one year of the Customer having become aware, or possibly reasonably having become aware, of the harmful event.

Article 9 Confidentiality & Data Protection

9.1 Each party agrees and undertakes that, both during and after the term of this Agreement, it will keep confidential, will not use for its own purposes and will not without the prior written consent of the other party disclose to any third party (other than, in the case of RM, to any company in the RM Group) any information concerning the business and affairs of the other (including the terms (but not the fact) of this Agreement) which may become known to such party in connection with this Agreement unless such information is public knowledge other than as a result of a breach of this paragraph, has been independently acquired from a third party without restriction on disclosure, or is required by law or any regulatory body or for the purposes of litigation by or against either party to be disclosed. For the purposes of this Agreement, the "RM Group" shall mean RM (or any holding company of it) and each subsidiary from time to time of RM (or any holding company of it) in the sense of article 2:24a of the Dutch Civil Code.

9.2 The Customer agrees and undertakes that, in connection with this Agreement, it will comply with, and take any action required by RM to ensure RM's compliance with, the provisions of any applicable data protection legislation (including the Dutch Law on Data Protection ("Wet Bescherming Persoonsgegevens" or "WBP") including taking any technical and organisational procedures and measures necessary to ensure the security of any personal data.

9.3 The Customer agrees that RM may put the names and other details obtained from this Agreement and related dealings into an electronic directory and may process (as defined in the WBP) such data to the extent necessary to carry out their obligations hereunder, and for future sales and marketing purposes, including telephone contact. Such names and other details obtained from this Agreement shall only be used by employees of RM, the RM Group and/or its applicable agents. The Customer shall procure that any individual to whom such data relates has consented to the processing of his/her data by RM in the manner described in this clause.

9.4 The Customer agrees that RM may pass on its contact details to any Third Party Provider(s) where RM's contract with such person in relation to the Services so requires.

Article 10 Penalty clause

In case of violation of the prohibitions described in clause 9.1, the Customer shall pay RM an immediately payable fine of €1,500,- and € 500,- for each day or part thereof that the violation persists, without prejudice to the right of the RM to claim full reimbursement of damages. This fine shall be paid directly to the RM.

Article 11 Term and Termination

11.1 This Agreement shall commence on the Start Date, shall continue for the Initial Term and, unless specified otherwise in the Special Terms, thereafter shall automatically renew for successive periods of 12 (twelve) months (a "Renewal Term" and together with the Initial Term, the "Term") unless and until terminated (a) in accordance with clauses 11.2, 11.3 or 11.4 or (b) by either party giving to the other party at least 3 (three) months' prior written notice to the other, such notice to take effect only at the end of the Initial Term or then current Renewal Term.

11.2 This Agreement may be terminated immediately by either party giving notice to the other if: (a) the other commits a material breach of this Agreement and, if such breach is remediable, it is not remedied within 21 days of receipt of notice requiring remedy; (b) the other ceases or threatens to cease to carry on trading; or (c) the other becomes insolvent or bankrupt or suffers any insolvency or bankruptcy related event in any applicable jurisdiction.

11.3 RM may terminate this Agreement if it terminates another agreement incorporating these General Terms & Conditions other than on expiry or for convenience. RM may without liability for compensation or damages suspend the Services immediately if RM reasonably considers the Customer to be in breach, of its obligations at clause 4.1.

11.4 If RM gives notice to the Customer under clause 6.3.2 of its intention to increase the Charges and the increase is larger than 5% of the total amount of Charges as they applied prior to the increase taking effect (to be calculated without reference to VAT) then, the Customer may terminate this Agreement. The Customer's right to terminate will apply from the date on which the notice is received by the Customer until the expiry of 29 days after that date. If the Customer has not by then given RM notice of termination, then the right will lapse and this Agreement will continue in effect.

11.5 Termination of this Agreement will be without prejudice to any rights or liabilities of either party which have accrued prior to such termination.

Article 12 General

12.1 Neither party will be liable to the other under or in connection with this Agreement for any failures, interruptions, delays or other matters of a similar nature arising out of circumstances beyond its reasonable control.

12.2 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by FedEx or other similar international delivery service or, in the case of a notice sent within the Netherlands, by registered mail ("aangetekende post"), or by e-mail (provided that a hard copy is delivered or sent as set out above within 24 hours), save that a notice given by RM pursuant to clause 6.3.2 may be given by email to the email address specified in the Order Form or the email address of RM's usual contact at the Customer. All notices shall be delivered/sent to the address of the relevant party set out in this Agreement or such other address as the relevant party has notified to the other party in writing from time to time for this purpose. All notices shall be deemed to be received if proof of delivery issued by the postal authorities, or courier or proof of delivery of an e-mail client is provided.

12.3 Neither party shall assign, sub-contract, sub-license or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party, not to be unreasonably withheld or delayed, save that: (a) RM may assign or transfer all or any of its rights or obligations to any RM Group company; and (b) RM may sub-contract the performance of its obligations provided that RM's liability for the performance of its obligations shall not be affected.

12.4 The provisions of clauses 4.2, 5, 6.1 and 6.2.8, 9, 12.2 and 12.3 of this Agreement will survive the termination of this Agreement This Agreement and any non-contractual obligations arising under or in connection with this Agreement shall be governed by and construed in accordance with Dutch law and each of the parties hereby submits to the jurisdiction of the Dutch court of Zeeland/West Brabant, location Middelburg.

Article 13 General conditions

13.1 This agreement is also subject to the general conditions of RM.

13.2 The applicability of the General Conditions of the Customer is expressly rejected.

