

## General Terms and Conditions

### A. General

1. SEACOTEC GmbH & Co. KG ("SEACOTEC") is a worldwide technical service company.
2. The respective latest version of the General Terms and Conditions as well as the pertinent technical regulations are applicable to all services rendered by SEACOTEC even if no separate agreement has from case to case been reached regarding their applicability. Where contractual relations are established between SEACOTEC and any persons other than the client, the relevant technical regulations and the provisions of F.1. to 7. below shall also apply to such third parties.
3. The contract is made solely on the basis of the said General Terms and Conditions. No other terms shall apply, even if SEACOTEC accepts the contractual performance of the Client without protest.
4. SEACOTEC and the Client shall comply to the best of their ability with applicable anti-corruption laws.

### B. Scope and Performance

1. It is the client's obligation to ensure that the services of SEACOTEC can be rendered smoothly and without delay. SEACOTEC shall, to the extent requested, be granted access to information and documents as required in due time and at an acceptable quality.
2. Before SEACOTEC starts work, the client shall inform SEACOTEC about relevant safety issues and take all necessary safety-related measures to ensure a safe work environment for the persons carrying out the work for SEACOTEC and shall comply with all legal and other safety regulations.
3. SEACOTEC is only responsible for services she has delivered directly.
4. SEACOTEC offers have a validity of 90 days, as long as no other validity is explicitly mentioned in the offer.

### C. Confidentiality

1. SEACOTEC and the client mutually agree to safeguard confidential information. "Confidential Information" shall be information which is disclosed by one of the parties before or after the ordering date unless the information has been publicly accessible or available to the recipient without the obligation of confidential treatment prior to the receipt initiated by the disclosing party or has been developed independently by the recipient.
2. SEACOTEC and the client will use the Confidential Information exclusively within the framework of their activity underlying these terms and conditions. Confidential Information shall only be provided to third parties with the prior written consent of the other party. Information acquired by SEACOTEC within the scope of these terms and conditions may be used by SEACOTEC as part of SEACOTEC's knowledge as far as this does not infringe any statutory intellectual property rights of the client.
3. The duty to maintain confidentiality shall survive the end of the contract between SEACOTEC and the client.

### D. Remuneration

1. Offered prices are net, except where VAT is expressly included.
2. Services rendered by SEACOTEC will be charged on the basis of the price quoted in the offer. In addition thereto, SEACOTEC will charge any extra expenses incurred in connection with the services rendered (e.g. travelling or other expenses and, where applicable, any value added/turnover tax).
3. Additional expenses, which are incurred, for instance, as a result of poor organisation on the part of the client for which SEACOTEC is not responsible, will be charged separately at the respective cost rates as quoted in the offer.
4. In the event an agreement is terminated by the Client prior to completion of the services it shall be presumed in accordance with § 649, 3rd sentence of the German Civil Code that SEACOTEC shall be entitled to at least 10% of the remuneration agreed in respect of those services which have not been provided.

### E. Payment of Invoices

1. The price charged for all services rendered by SEACOTEC are due for payment without deduction 14 days after the date of invoice. On default SEACOTEC is – without prejudice to any other rights – entitled to charge default interest and/or to withhold documents.
2. SEACOTEC has a right of retention in respect of all claims arising out of the business relationship.
3. Any rights of lien or retention in favour of the client, statutory or otherwise, are hereby excluded. Likewise excluded are any rights of set-off with client's counter-claims, unless such counter-claim is undisputed or has been finally adjudicated upon by the courts.

### F. Liability

1. Liability of SEACOTEC for defects as to quality shall in the context of a contract for work and services ("Vertrag") be limited to remedying such defects. In the event that this is unsuccessful, the client shall, in addition to his right as per § 637 of the German civil code, have the right to claim a reduction in the contractual price or to withdraw from the contract.
2. Claims of the client for defects as to quality shall become time barred one year after acceptance by the client of the performance by SEACOTEC of its obligations, in so far as such defects shall not have been wrongfully concealed by SEACOTEC or caused by the wilful misconduct of SEACOTEC.
3. Furthermore, except in case of breach by SEACOTEC of a material contractual obligation, liability of SEACOTEC for a slightly negligent performance of its obligations towards the client shall be limited to twice the remuneration of the individual obligation to which the breach relates. This limitation of liability shall also apply to claims for damages by the client based on the tort of slight negligence. In the event of a slightly negligent breach by SEACOTEC of one of its material contractual obligations, the liability of SEACOTEC shall be limited to typical contractual foreseeable damage. In the event of wilful misconduct or gross negligence on the part of SEACOTEC, the liability of SEACOTEC shall be determined as provided for by law. This shall also apply to any case where SEACOTEC is strictly liable by law.
4. Personal liability of the organs of SEACOTEC or persons to whom SEACOTEC resorts to perform its obligations is excluded except in case of their wilful misconduct or gross negligence.
5. The attention of the client is expressly drawn to the fact that it has the possibility of agreeing with SEACOTEC that the liability of SEACOTEC could be extended beyond what is provided for in these General Terms and Conditions. However, such extension of liability is subject to the client demanding this of SEACOTEC, to the insurer of SEACOTEC accepting to take on such additional risk and to the client bearing any additional insurance cost associated with such increase in liability.
6. Claims for damages which are not claims for defects pursuant to paragraph 1 hereof, with the exception of tortious claims and/or claims brought under the German law on product liability, shall be time barred one year after acceptance by the client of the performance by SEACOTEC of the obligation in question, in so far as there was no wilful misconduct or fraudulent intent on the part of SEACOTEC.
7. The provisions of clause F. above regarding limitation of liability and time bar shall not apply to claims for death, personal injury, damage to health or infringement of liberty.

### G. Place of Performance – Jurisdiction – Governing Law

1. The place of performance for all obligations resulting from or in connection with the respective order from the client is Hamburg, unless otherwise provided in the order.
2. The exclusive place of jurisdiction for claims against SEACOTEC is Hamburg. SEACOTEC is entitled to sue the client before the courts in Hamburg or before any other competent court.
3. German law shall govern the performance of the order and all claims resulting from or in connection with the order.
4. The UN Sales Convention 1980 (CISG) as well as conflict of law rules are excluded.

### H. Severability Clause

1. In the event that individual provisions of the contract between SEACOTEC and the client or these General Terms and Conditions are or become partly or as a whole ineffective, this will not affect the effectiveness of the remaining terms.
2. In the event of doubts as to the interpretation of the present General Terms and Conditions, the German text shall be authoritative.

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