

## ***General Terms and Conditions***

## ***C.S.C. Crewing B.V.***

We second our Seafarer(s) for the duration of a certain work, period or voyage. The entire legal relation between C.S.C. Crewing and the Customer is covered by these General terms and Conditions. The Customer must vouch that Seafarer(s) of C.S.C. Crewing shall in no way be treated as inferior to the own Seafarer(s) of the Customer under whose temporary authority they put themselves. As C.S.C. Crewing is not present at the activities, and is not informed in detail about the nature of the activities and cannot exert any supervision the way the Customer can, C.S.C. Crewing transfers to the Customer its liability as an employer for any damage that its seafarer may inflict upon themselves, Customer or third parties in the execution of activities. In this respect the Customer indemnifies C.S.C. Crewing against any claims of third parties towards C.S.C. Crewing, arising from, or to any extent related to activities carried out under the Assignment. C.S.C. Crewing is related to the Customer as a contractor in the sense of section 7.7.1. Dutch Civil Code. Of this section C.S.C. Crewing declares the art. 7:404 and 7:407 section 2 Dutch Civil Code inapplicable.

### ***Article 1 Definitions***

In these General Conditions:

<b>“C.S.C. Crewing”</b>	is the private company with limited liability CSC Crewing B.V., with registration number 59246758 in the Dutch trade register, having its seat in Capelle aan Den IJssel.
<b>“Seafarer(s)”</b>	stands for every employee that C.S.C. Crewing seconds to Customer or has proposed as a candidate for secondment, including but not limited to the seafarer within the meaning of Article II (1f) of the MLC 2006 that C.S.C. Crewing seconds to Customer or has proposed as a candidate for secondment.
<b>“Customer”</b>	stands for every natural person or legal person to whom C.S.C. Crewing seconds one or several Seafarer(s) or who is in negotiation with C.S.C. Crewing to this aim.
<b>“Assignment”</b>	stands for any agreement between C.S.C. Crewing and the Customer based on which the Seafarer(s) will be seconded.
<b>“Agreement”</b>	the agreement between C.S.C. Crewing and the Customer on the basis of which Seafarer(s) will carry out work for the Customer due to mediation of C.S.C. Crewing.
<b>“Conditions”</b>	stands for these General Conditions
<b>“Parties”</b>	stands for C.S.C. Crewing and the Customer.
<b>“Rate”</b>	the remuneration that the Customer is liable to pay C.S.C. Crewing for making Seafarer(s) available to the Customer. This excludes travel and accommodation cost, housing and food unless otherwise agreed in writing.
<b>“Fee”</b>	the remuneration for the mediation that the Customer is liable to pay C.S.C. Crewing B.V. for mediating in recruitment for Seafarer(s).

## **Article 2**      **Applicability**

The Conditions are applicable to the legal relationship between C.S.C. Crewing and Customer, including any offer of C.S.C. Crewing to Customer. The Conditions apply to all our offers, proposals, calculations, etc. these are without engagement, unless otherwise agreed in writing, and are always subject to our Conditions latest version. C.S.C. Crewing will send a copy to Customer on request.

C.S.C. Crewing is not bound by any general conditions used by as they differ from these Conditions. Customer declares to agree to these terms and conditions as Customer doesn't depart from these terms and conditions in writing.

All estimates, quotations and offers made by C.S.C. Crewing, regardless of the manner in which they are made, are without obligation.

If any provision of these Conditions are invalid or nullified, the other provisions shall retain their full effect. In these circumstances, the Parties will replace the nullified, null and void or inapplicable provision by a valid and enforceable provision in accordance with the purport of this nullified, null and void or inapplicable provision, and in such a way that the new provision differs as little as possible from the nullified, null and void or inapplicable provision

The Customer with whom a contract has once been entered into under these Conditions is considered to agree with applicability on any agreement entered into with C.S.C. Crewing on a later date

## **Article 3**      **Selection of Seafarer(s)**

C.S.C. Crewing is free in the choice of the Seafarer(s) whom it makes available on the basis of an Assignment. C.S.C. Crewing vouches that the Seafarer(s) disposes of the competences and qualifications agreed upon with Customer.

In providing information regarding the work to be performed, the Customer may not set any requirements that are not relevant to the position filled by the Seafarer(s). Any such requirements will not be honored by C.S.C. Crewing.

Only when the Seafarer(s) has not at least once before worked for Customer and he appears not to dispose of the competences and qualifications referred to, will Customer have to notify C.S.C. Crewing of this at the end of the Seafarer(s)' first working day at the latest, stating reasons and in writing. C.S.C. Crewing will then make a reasonable effort to provide a deputy as soon as possible, while C.S.C. Crewing will repatriate the replaced Seafarer(s) at its own expenses.

C.S.C. Crewing is not liable for making personnel available that do not appear to comply with the requirements set by the Customer, with the exception of, and insofar as, the Customer can prove that the selection by C.S.C. Crewing was a case of gross negligence.

## **Article 4**      **Working hours and conditions**

The Seafarer(s) will be made available for a certain period or for the duration of a voyage/project.

Customer commits himself towards C.S.C. Crewing not to treat the Seafarer(s) negatively different from other seafarer(s) of Customer as to working hours and conditions.

Should a Collective Bargaining Agreement be applicable with the Customer involved, then C.S.C. Crewing will apply this arrangement. Customer is to this aim obliged, when entering into the agreement, to report the full content of the arrangement referred to and to pay any resulting rise in rates to C.S.C. Crewing.

The Customer must inform C.S.C. Crewing immediately of its intentions to make a car available to the Seafarer(s). The Customer may only permit the Seafarer(s) to use the company car for personal purposes in consultation with C.S.C. Crewing, so as to allow C.S.C. Crewing to take such private use into account for payroll tax purposes. If the Customer fails to do so, the Customer is obliged to compensate C.S.C. Crewing for any resulting loss, damage, costs and (tax) implications suffered or incurred by C.S.C. Crewing.

The duration of the working time includes the time of travelling between the domicile or residence of the Seafarer(s) and the location of commencement or termination of the activities.

## ***Article 5 Prohibition of seconding on and entering into a direct employment contract***

The Customer is not free to make the Seafarer(s) available to a third party to be employed under the management and supervision of this third party.

If the customer acts in violation of this Article, the Customer shall owe C.S.C. Crewing an immediately payable fee, which is not open to judicial mitigation and judicial intervention. The transfer fee is equal to 30% of the value of 180 work days in accordance with the relevant Assignment

If no fee has been agreed, such compensation shall be equal to 50% of the gross daily wage, which the Seafarer(s) would have earned in accordance with the relevant Assignment, multiplied by the number of days as referred to in this article.

## ***Article 6 Liability, insurances and indemnity***

C.S.C. Crewing is not liable for any direct or indirect damage or loss suffered by the Seafarer(s) or caused by the Seafarer(s), caused in whatever manner, nor for consequential damage and any other damages suffered or to be suffered by Customer or by third parties.

To the full exclusion referred to above there is an exception when Customer proves that the damage was directly due to intention or gross negligence on the side of C.S.C. Crewing. The liability of the C.S.C. Crewing for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption, is thus excluded. In this case C.S.C. Crewing restricts its liability to 50% of the amount invoiced to Customer for making available the Seafarer(s) who is in the closest connection to the effectuation of the damage.

C.S.C. Crewing is entitled to take measures to prevent or limit any loss or damage.

Customer is obliged to insure the Seafarer(s) on board of ships along with any other crew member against any conceivable damages to ship and/or third parties, especially under the "Hull and Machinery" and other "P&I insurances" of the ship. Furthermore the Customer is responsible for Sea risk '67 insurance of the personnel made available by C.S.C. Crewing B.V.

Customer indemnifies C.S.C. Crewing and the Seafarer(s) against claims of other Seafarer(s) of Customer or third parties, including subcontractors, Customers or auxiliary persons of Customer, insofar these claims are related to an Assignment.

## ***Article 7 Safety guarantees***

Customer is held to give guidance to and supervise the Seafarer(s) and the Seafarer(s) is under his authority for the duration of the activities. The Customer is responsible for the general safety and the consequences as hostage taking, threats, unlawful detention and extortion of personnel made available.

The Customer is not permitted to put the Seafarer(s) to work at a location in an area where there is a hazard for the health of the Seafarer(s) or where the safety of the Seafarer(s) is or can be at risk.

If after commencement of the activities the health or the safety of the Seafarer(s) runs or has run a risk, Customer is obliged to immediately repatriate the Seafarer(s) at Customer's costs.

Customer is completely liable for all the damage that the Seafarer(s) has suffered by or as a result of the degradation of his health or a threat to his safety, insofar this damage is related to the Assignment. Customer indemnifies C.S.C. Crewing for all such claims by Seafarer(s).

The Customer agrees to indemnify, defend and hold C.S.C. Crewing harmless from and against all claims made against C.S.C. Crewing on account of non-performance by the Customer of the obligations referred to in this Article, and authorizes C.S.C. Crewing to assign the claims in respect thereof to the party or parties directly concerned, or to assert the claims against the Customer also on behalf of C.S.C. Crewing .

Customer bears the responsibility to execute and comply with the employers' obligations imposed by the law with regard to safety and further working conditions, as well as any further locally applicable laws and/or regulations.

Based on the Arbo-law and the general safety at work Customer must see that the Seafarer(s) shall

- Not consume alcohol or drugs during work;
- Is not under the influence of alcohol and drugs during work;
- Does not consume excessive amounts of alcohol or drugs outside working hours, if the Seafarer(s) is in the service of C.S.C. Crewing and is engaged in that capacity in project work;
- Observe an alcohol-free period of at least eight hours after alcohol consumption, before commencing work/activities again.

Customer is obligated to take necessary steps as transportation or evacuation in case of an accident or sickness of the Seafarer(s) so medical care can be provided.

Customer is obligated to maintain premises, equipment and tools as well as work itself in such way to prevent Seafarer(s) from suffering injuries.

## ***Article 8 Payment conditions***

Invoices are payable within 21 days after dispatch. Customer is not permitted to set off, except as stipulated under this article

The Customer declares to agree on standard PDF billing, only explicit objection by letter will be accepted.

C.S.C. Crewing B.V. is always entitled to require security from the Customer for the outstanding invoice or part thereof. Customer is obliged to cooperate therewith.

Payments by Customer to the Seafarer(s) are always effected at the risk of Customer. Any advance payments or bounded stores that Customer has paid to the Seafarer(s) can only be set off against the amount that Customer owes to C.S.C. Crewing if a written preceding approval of C.S.C. Crewing has been given and on submission of receipts signed by the Seafarer(s).

If the approval referred to is not granted by C.S.C. Crewing , Customer is obliged to always pay the invoices of C.S.C. Crewing in full, even if Customer disposes of receipts signed by the Seafarer(s).

The Customer has the obligation to bill C.S.C. Crewing B.V. within 21 days after the payment, cash advance or bounded stores. In all other cases C.S.C. Crewing B.V. will reject the claim.

The invoices of C.S.C. Crewing are also based on the lists of hours approved by Customer. After approval, any errors on the lists of hours are at the expenses of Customer. Signature by any person authorized by Customer, including but not limited to the captain of the vessel where the activities take place (also without explicit authorization by Customer), stands for approval of the Customer.

The Customer is responsible for a correct and timely completion and authorization of lists of hours.

Authorization is always done in writing, unless agreed otherwise.

If the Customer fails to comply with the provisions of this Article, C.S.C. Crewing may decide to issue invoices to the Customer on the basis of the facts and circumstances as they are known to C.S.C. Crewing. C.S.C. Crewing will not do so without proper consultation with the Customer.

Claims further to a received invoice by Customer must be declared to C.S.C. Crewing within 14 days after date of the invoice. The payment obligation of the Customer is not suspended due to statement of the claim.

If the Customer fails to pay any outstanding amount on time, in full or at all, the Customer shall be in default by operation of law from the due date of the invoice in question. From that date, the Customer shall also be liable to pay default interest to C.S.C. Crewing at a rate of 1% of the gross invoice amount per month, with part of a month counting as a whole month.

When in case of non-timely payment C.S.C. Crewing proceeds to collection, the amount of the claim is increased by 10 % administrative costs, with a minimum amount of € 400.00. On top of these, all the legal and extrajudicial costs are chargeable to Customer to the amount paid or owed by C.S.C. Crewing.

## **Article 9**                      **Rates**

Customer owes to C.S.C. Crewing the Rate for making the Seafarer(s) available, which C.S.C. Crewing confirms in writing or by Telephone, if written confirmation is not possible. Should any changes in Rates occur pursuant to legislation, CBA-obligations or any other regulations, C.S.C. Crewing will charge them on to Customer as from the time of commencement and with notification.

Unless C.S.C. Crewing has given its written permission, Customer is forbidden to place the Seafarer(s) in a different function or rank from the one that has been agreed upon.

If the Seafarer(s) is deployed in a lower function or rank than has been agreed upon between Customer and C.S.C. Crewing, the agreed Rate remains applicable.

If the Seafarer(s) is deployed in a higher rank or function than has been agreed upon between Customer and C.S.C. Crewing, then the daily rate is adjusted according to the standard pricing of C.S.C. Crewing.

Unless it has been agreed upon otherwise in writing, the above mentioned rates excludes: all travelling-, accommodation, food, vaccinations and visa costs, COC specific flag, General working gear (PPE) and a Work permit these are not included in the agreed daily rate and must be reimbursed by Customer.

All amounts of Fee or Rate are exclusive VAT.

## **Article 10**                      **Resignation and Dissolution**

The Assignment ends by expiring of the agreed period of secondment of the Seafarer(s) supplied by C.S.C. Crewing, unless otherwise stipulated in writing and explicitly by Parties. Resignation during the period of the contract is not possible.

If either party imputably fails to fulfil its obligations under the Assignment, the other party shall be entitled - in addition to the provisions of the Assignment - to cancel the Assignment by registered letter, without judicial intervention. Dissolution of the Assignment shall not take effect until a written notice of default has been served upon the defaulting party, allowing a reasonable period to remedy the breach.

Moreover, either party is entitled to cancel the Assignment in whole or in part by registered letter with immediate effect, without judicial intervention and without a reminder or notice of default being required in case of bankruptcy, moratorium, liquidation, ceasing of business, seizure of (part) of the assets of the other party

If the Customer after being issued with a notice of default, still fails to perform any obligation under the Assignment or fails to do so fully or in time, C.S.C. Crewing will be entitled to suspend performance of its obligations to the Customer without a duty to pay any form of compensation to the Customer, or the Customer will have to provide C.S.C. Crewing with financial security by means of an advance or a (bank) guarantee. The size of the advance or (bank) guarantee must be in proportion to the obligations of the Customer under the Assignment. C.S.C. Crewing will also be entitled to do so if any of the circumstances referred to above of this Article arise.

If, in the opinion of C.S.C. Crewing, there are serious doubts about the financial position of the Customer, the Customer will provide C.S.C. Crewing, at its request, with the financial security referred to above.

### ***Article 11. Non-attributable failing (Force majeure)***

In the event of Force Majeure, the obligations of C.S.C. Crewing under the contract shall be suspended for the duration of the Force Majeure event. The term „Force Majeure“ means any circumstance beyond the control of C.S.C. Crewing which permanently or temporarily prevents C.S.C. Crewing from performing the contract and the risk of which should not, pursuant to the law or in terms of reasonableness and equity, be borne by C.S.C. Crewing.

Force Majeure includes, but is not limited to: strikes, sit-down strikes, blockades, embargoes, government action, war, revolution and/or similar occurrences, power failures, electronic communication network breakdowns, fire, explosion and other emergencies, canceled flights or flights missed due to problems within the airport organisation, water damage, floods, earthquakes and other natural disasters, as well as epidemic diseases affecting C.S.C. Crewing members of staff and .

Each of the Parties is entitled to terminate the agreement by means of a written announcement to the other party if the Force Majeure extends a period of three months, without notice being required.

During the force majeure circumstances C.S.C. Crewing B.V. will not be liable to pay compensation for any damage caused by or to the Customer.

### ***Article 12. Illness Seafarer(s) and repatriation***

In case of illness or accident in which repatriation is necessary all the travelling expenses are at the expenses of Customer unless agreed upon differently in writing. In this respect also any costs arising from making a deputy available in time are also included.

Should Customer send an Seafarer(s) away due to repeated misconduct, then the travelling and deputy expenses referred to above are at the of C.S.C. Crewing. C.S.C. Crewing then has the obligation to perform to the best of its ability to provide an adequate deputy at the shortest possible notice and with all the remedies and knowledge that are available to us.

### ***Article 13***      ***Choice of law and jurisdiction***

The legal relationship between Parties is fully governed by Dutch law. Disputes will exclusively be settled by the court of Rotterdam.

### ***Article 14***      ***Changes to the Conditions***

C.S.C. Crewing B.V. retains the right to change these Conditions. Changes will come into effect as soon as the Customer is informed.

### ***Article 15***      ***Other***

C.S.C. Crewing is related to the Customer as a contractor in the sense of section 7.7.1. Dutch Civil Code. Of this section C.S.C. Crewing declares the art. 7:404 and 7:407 section 2 Dutch Civil Code inapplicable.

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