

GENERAL TERMS AND CONDITIONS

Article 1

Definitions

In these general terms and conditions the following terms shall have the following meanings:

- **Tank-Eye:** the private company with limited liability Tank-Eye B.V., established in Hendrik-Ido-Ambacht, registered in the Commercial Register of the Chamber of Commerce under number 85887463 user of these general terms and conditions.
- **Acceptance Letter:** the document drawn up and signed by both parties, which shall serve as proof that the Products delivered and/or the Services performed are in accordance with an Agreement.
- **Services:** any service, such as contract work, assembly or installation work, technical assistance, inspection, advice, repair, overhaul, or maintenance work that Tank-Eye will provide, regardless of whether this is (also) agreed upon in the context of an Agreement to deliver Products and regardless of the name given to these services.
- **Products:** all products that are/will be delivered by Tank-Eye to the Client.
- **Delivery:** the delivery of Products, in accordance with what the Parties have stipulated in the Agreement.
- **Additional Work:** the Work for which no Agreement has been made.
- **Quotation:** any written offer by Tank-Eye for the performance of Work by Tank-Eye.
- **Agreement:** the written agreement to perform the Work which is agreed upon between the Client and Tank-Eye. Written also means by WhatsApp or by SMS or by e-mail.
- **Order Confirmation:** every order confirmation signed by the parties with which the Quotation is accepted and the Agreement between the parties is concluded.
- **Client:** the legal person who has an Agreement to perform the Work by Tank-Eye.
- **Work or the Work:** the performance of Services and/or the Delivery of Products by Tank-Eye.

Article 2

Applicability of these conditions and terms

- 2.1 These conditions apply to every Quotation, Order Confirmation and every Agreement between Tank-Eye and the Client, unless these conditions are explicitly deviated from by the parties in writing. These conditions also apply to all stages preceding the conclusion of an Agreement and to Services and Work performed by Tank-Eye prior to the conclusion of such.
- 2.2 Tank-Eye reserves the right to add to and/or change these General Terms and Conditions at any time.
- 2.3 Tank-Eye is entitled to make use of a subcontractor for the execution of the Agreement and/or to transfer (a part of) its rights and obligations from the Agreement to a third party.
- 2.4 The applicability of general terms and conditions of the Client is hereby expressly rejected. In the event that the Client has declared its general terms and conditions to be applicable to its orders, assignments and/or agreements, the general terms and conditions of Tank-Eye shall prevail, unless this is deviated from as a result of a written agreement.
- 2.5 If one or more provisions of these General Terms and Conditions are void or destroyed, the remaining provisions of these General Terms and Conditions shall remain fully applicable. In place of the void or voided provisions, conditions will apply that approximate the purpose and scope of the original provisions.

- 2.6 Terms in these General Conditions refer to Dutch legal concepts only (as in some cases referred to in the Dutch language between brackets in italics) and shall be interpreted accordingly. The use or interpretation of these or similar terms in any other jurisdiction shall be disregarded.

Article 3 **Offers and Quotations**

- 3.1 All offers and Quotations made by Tank-Eye are without obligation, unless expressly stated otherwise in writing in the relevant Quotation. Tank-Eye is only bound by the Order Confirmation signed by the parties.
- 3.2 Tank-Eye is not bound by deviations that occur in the Client's acceptance of Tank-Eye's Quotation.
- 3.3 Verbal promises and agreements with employees of Tank-Eye do not bind Tank-Eye except after and insofar as they have been expressly confirmed by Tank-Eye.
- 3.4 If the Agreement does not come about and Tank-Eye has incurred expenses in making an offer, Tank-Eye is entitled to charge these to the Client.
- 3.5 The Quotation of Tank-Eye provides insight into the price of the Work.
- 3.6 If the Client provides Tank-Eye with data, drawings, instructions, examples or other forms of information, then Tank-Eye may assume the accuracy of this and Tank-Eye may base its Quotation and Order Confirmation on this. Tank-Eye is not obliged to investigate the accuracy of the information provided by the Client.
- 3.7 In the case of a composite offer/quotation for multiple Services/Work, there is no obligation for Tank-Eye to perform a portion of the Services/Work at a corresponding portion of the quoted price, if the other portion is not accepted.
- 3.8 Obvious errors or mistakes in prospectuses, folders and/or publications, illustrations, drawings, quotations, order confirmations and data mentioned do not bind Tank-Eye.

Article 4 **(Execution of the) Agreement**

- 4.1 The Agreement implies an obligation of effort for Tank-Eye whereby Tank-Eye shall observe the specific requirements of professionalism. Tank-Eye shall perform the Agreement to the best of its knowledge and ability, taking into account the interests of the Client. However, the Agreement does not imply a result obligation for Tank-Eye.
- 4.2 The Client shall ensure that all information and documents, which Tank-Eye, in its opinion, needs for the correct and timely execution of the granted Agreement, are made available to Tank-Eye in a timely manner and in the form and manner desired by Tank-Eye.
- 4.3 Tank-Eye is at all times entitled, before proceeding with or continuing with the performance of Work, to require security or advance payment from the Client for the punctual performance of its obligations. If this advance payment is not made or this security is not provided according to Tank-Eye's reasonable desire, Tank-Eye is entitled to terminate the agreement by a single written statement and without judicial intervention, without prejudice to Tank-Eye's right to compensation, if there are terms for this, and without the Client being able to make any claim for compensation.
- 4.4 Tank-Eye determines the manner in which the Agreement is executed.
- 4.5 The Client is responsible for the accuracy and completeness of the data provided by him or on his behalf.
- 4.6 The Client shall ensure that Tank-Eye is immediately informed of facts and circumstances that may be important in connection with the correct execution of the Agreement.
- 4.7 The Client shall ensure that the work site is made available in a manner prescribed by Tank-Eye. If this is not complied with, the Client is liable for the additional costs incurred.

- 4.8 The Client shall ensure that the work site is easily accessible in order to be able to carry out the Work. If the workplace is not easily accessible, Tank-Eye has the right to suspend the Work as long as these circumstances persist.
- 4.9 The Client shall ensure that Tank-Eye can perform the Work undisturbed and at the agreed time and that Tank-Eye has access to the necessary facilities when performing its work.
- 4.10 The Client is liable for all damages resulting from the loss, theft, burning or damage of tools, materials and other items of Tank-Eye that are at the location where the Work is performed.
- 4.11 All additions, amendments and further agreements to the Agreement shall only apply if they are agreed in writing.
- 4.12 If and as far as the proper execution of the Agreement requires, Tank-Eye has the right to have certain activities performed by third parties.
- 4.13 The Client must ensure that work and/or deliveries to be performed by third parties, which are not part of the Work, are performed in such a way and in such a timely manner that the execution of the work is not delayed.
- 4.14 If the Client does not comply with its obligations as described in the previous paragraphs and this causes a delay in the Work, the Work will be executed as soon as Tank-Eye's planning allows. In addition, the Client is liable for all resulting damage to Tank-Eye.
- Cancellation
- 4.15 If the Client cancels the Agreement, Tank-Eye is entitled to charge the Client for the entire amount as agreed in the Order Confirmation less the savings resulting for Tank-Eye from the cancellation. The aforementioned compensation amounts to at least 25% of what the Client would have had to pay Tank-Eye in execution of the Agreement.

Article 5 **Delivery / Delivery time**

- 5.1 The delivery of Products shall be made to the location of the barge given by Client, unless parties have agreed otherwise in writing.
- 5.2 Transport, insurance and packaging of the Products shall be at the risk and expense of Client.
- 5.3 The delivery times stated are approximate only and subject to unforeseen circumstances. Unless otherwise stated and/or agreed, Tank-Eye does not assume any obligation with regard to the delivery time and does not give the Client any right to compensation or to dissolution of the Agreement for any reason whatsoever.
- 5.4 Tank-Eye is entitled to deliver in parts (partial deliveries), which can be invoiced separately. The Client is then obliged to pay in accordance with the provisions of these conditions.
- 5.5 Tank-Eye delivers the Products under the reservation that they are in stock. Not having Products in stock does not make Tank-Eye liable to the Client in any way and does not give the Client any right to any compensation.
- 5.6 The Client is not entitled to reject or refuse Delivery or acceptance of the Products on the sole grounds that minor defects occur that do not interfere with the normal use of the Products in accordance with the Agreement, provided that Tank-Eye undertakes to remedy such defects after Delivery of the Products.

Article 6 **Place and manner of delivery**

- 6.1 The Work will take place in accordance with that which has been agreed in writing. Further provisions on the place and method of delivery will be laid down in the agreement.
- 6.2 If the agreement is dissolved as a result of Products not being accepted, damage shall also include the profit lost by Tank-Eye.

Article 7

Special provisions for the provision of Services

- 7.1 Fulfilment of the Agreement for the provision of Services shall be deemed to have occurred if:
- (a) Tank-Eye has notified the Client that the agreed Services have been performed and the Acceptance Letter has been signed; or
 - (b) eight days have elapsed from the time of the above notice and during that period the Client has failed to inspect the Services performed for approval and/or has not notified Tank-Eye of its approval or disapproval of the Services performed; or
 - (c) the Client, without the prior approval of Tank-Eye and during the period in which Services are performed, puts into operation or starts using the items on which or to which the Services were performed.
- 7.2 Unless otherwise expressly follows from the Agreement, Services shall be performed in working weeks which shall be in accordance with the industrial practices within the industry.
- 7.3 Hours worked outside normal working hours, on Sundays or on official holidays, will be charged separately as overtime.
- 7.4 During the Work, Tank-Eye is entitled to replace the personnel it uses with other qualified personnel.
- 7.5 In case of accidents or illness of Tank-Eye personnel, the Client shall provide the necessary (professional) support.
- 7.6 Waiting time for which Tank-Eye is not responsible is charged to the Client as time worked.

Article 8

Obligation of the Client to cooperate

- 8.1 If the Work of the obligations arising from the Agreement must be performed at a location outside the business or work site of Tank-Eye, the Client guarantees that Tank-Eye can commence the Work immediately after the arrival of the Products and furthermore continue it without interruption or hindrance. The Client shall, before the Products have arrived, have already made all the necessary arrangements - whether or not these have been expressly agreed upon - so that the Work can commence on the agreed date and furthermore be carried out without interruption or hindrance.
- Technical and other support in connection with safety and storage
- 8.2 In the event that the Work will take place on the Client's premises, the Client shall take all legally prescribed and/or otherwise reasonable measures to prevent accidents on its premises. Tank-Eye is entitled to refuse or suspend the Work if or as long as the safety of its personnel is not sufficiently guaranteed.

Article 9

Safety/Licences/Exemptions/Documentation

- 9.1 The Client is obliged to ensure that it has the approvals required for the Agreement (including but not limited to permits, exemptions and decisions) in good time.
- 9.2 The Client guarantees that all documents and permits required in connection with the import and/or export of the Products and/or the stay of personnel in the country of and on the premises of the Client are available at the time of the arrival of the Products and/or personnel.
- 9.3 The Client is obligated to provide Tank-Eye with all information that is reasonably necessary in connection with the Agreement, in a timely manner and free of charge.
- 9.4 The Client is obliged to keep confidential all information of a confidential nature that may be received from Tank-Eye in connection with the Agreement.

The Client may only use such confidential information if and insofar as the performance of the Agreement requires it. Information provided by Tank-Eye shall be returned by the Client to Tank-Eye at the first request.

- 9.5 The Client shall always take care of obtaining all permissions, permits and/or exemptions necessary for the provision of a Service. If Tank-Eye takes care of an application on behalf of a Client, this shall be done at the expense and risk of the Client.

Article 10

Price/Price increase

- 10.1 The prices quoted by Tank-Eye are based on the date of the Quotation and/or the Order Confirmation, applicable taxes, levies, wages, social security contributions, material and raw material prices and other costs, or in other words the prices applicable at that time, any data provided at the time of the request and excluding sales tax.
- 10.2 If price changes take place after the date of the Quotation in one or more cost categories as mentioned above, Tank-Eye is entitled to change the agreed price accordingly.
- 10.3 Tank-Eye may pass on to the Client other price increases of cost price determining factors, which occur after the Order is made, but before the delivery. Tank-Eye may suspend (further) performance of the Agreement until such time as the Client informs Tank-Eye whether it accepts the price increase.
- 10.4 Changes to the Agreement, when a higher price would result from this, are considered as Additional Work and when a lower price would result from this, as Reduced Work.
- 10.5 Additional and less work must, without prejudice to the obligation to pay the principal sum, be recorded in advance in writing or electronically. Tank-Eye shall only perform this Work after the agreement of the Client.

Article 11

Changes in the Activities

- 11.1 If, during the performance of the Agreement, it appears that for a proper execution it is necessary to change and/or supplement the activities to be performed, the parties will, in a timely manner and in mutual consultation, adjust the Agreement and the related Agreement accordingly.
- 11.2 If parties agree that the Agreement is amended and/or supplemented, this may affect the time of completion of the execution. Tank-Eye will inform the Client of this as soon as possible.
- 11.3 If the change and/or addition to the Agreement has financial and/or qualitative consequences, Tank-Eye will inform the Client of this in advance.
- 11.4 Changes in the Work shall in any case result in extra work or less work if:
- (a) there is a change in the design by or at the request of the Client or in connection with (amended) regulations or at the direction of a competent governmental or supervisory body;
 - (b) the information provided by the Client does not correspond to reality;
- 11.5 Additional Work is calculated on the basis of the value of the price-determining factors applicable at the time when the Additional Work is performed. Reduced work is settled on the basis of the value of the price determining factors applicable at the time when the Agreement was concluded.

Article 12

Warranty

General

In so far as the clauses 6 to 12 of this article do not contain any deviating provisions for the warranty in question, the following provisions of this clause apply to all warranties issued by Tank-Eye.

- 12.1 Tank-Eye guarantees that the delivered Products comply with the 3.1 certification known in the market. If necessary, it is possible for Tank-Eye to deliver its Products with a so-called 3.2 certification, this qualifies as Additional Work and any additional costs are at the expense and risk of the Client.
- 12.2 Tank-Eye's warranty obligation is, at Tank-Eye's option, limited to either repair or replacement - in its own company or elsewhere and during normal business hours - of defects resulting from manufacturing errors, use of faulty materials or faulty design, provided that the defect during the warranty period is reported in writing to Tank-Eye within 7 days after the Client became aware or reasonably could have become aware of the defect.
- 12.3 Defective or faulty parts which are replaced by Tank-Eye shall be made available by the Client to Tank-Eye at its request and shall furthermore be deemed to belong to Tank-Eye in ownership from the time of replacement.
- 12.4 Tank-Eye's warranty does not extend to defects that result from or are related to:
- (a) any materials or parts or designs made available by or on behalf of the Client;
 - (b) the negligence or otherwise improper acts or omissions of the Client, its personnel or agents or third parties,
 - (c) improper installation and alterations made without the written consent of Tank-Eye. In particular, this warranty does not extend to any defects caused by or related to normal wear and tear, the use of faulty materials by the Client, nor to defects caused by any use, maintenance, operation or operation of the Products or any part thereof, insofar as this is not done in accordance with manuals, instructions or technical specifications of Tank-Eye, or insofar as this is done in violation of the requirements of proper technical workmanship.
- 12.5 The guarantee obligation does not extend to compensation for costs that must be incurred as a result of the defect that has occurred. Such costs include - among other things - costs of crane fees, electricity, scaffolding material or support work, dock costs, dismantling and assembly costs and travel and accommodation costs of personnel. If the repair or replacement obligation resulting from the guarantee must be carried out outside of the Netherlands, Tank-Eye shall, in addition to the costs for materials, only cover the costs of working time of its personnel insofar as these costs would also have been incurred if the guarantee obligation had been carried out in the Netherlands. The Client shall bear all travel and accommodation costs, lost time costs, and waiting time costs, as well as all other costs which under these Conditions are for the account of Tank-Eye.
- 12.6 The Client shall not be entitled to any warranty provision until the Client has paid Tank-Eye the full price.
- Warranty for delivered Products
- 12.7 The warranty period ends either 12 (twelve) months after the date on which:
- (a) the delivered Products have been put into use; or
 - (b) the Acceptance Letter has been issued;
 - (c) or 18 (eighteen) months after the Delivery of the Products, whichever date is reached first.
- 12.8 Products which have been repaired or replaced in accordance with clause 12.1 will not be subject to any new or additional warranty.
- 12.9 Warranty will only be given for Products which have been delivered, installed or manufactured by Tank-Eye.
- Warranty for Services provided
- 12.10 Tank-Eye warrants that the Services will be performed to the best of its ability. A further guarantee regarding the Services performed is not given.
- 12.11 All claims made by the Client for compensation for damage suffered by the Client as a result of damage to or destruction of the object on which, in which or to which the

Services were performed by Tank-Eye are subject to that which is stipulated in these conditions.

Warranty for infringement of intellectual property rights

12.12 In the event that Products or Services infringe on the intellectual property rights of a third party, Tank-Eye is only obliged, at its option, either to obtain for the Client the right to continue to use the Products or to modify the Products in such a way that they no longer infringe.

12.13 Tank-Eye's warranty, if any, shall not apply if:

- (a) and for as long as the Client is in default against Tank-Eye;
- (b) The goods have been exposed to abnormal conditions, or have been handled carelessly or injudiciously;
- (c) Tank-Eye is not given the opportunity to investigate a defect within ten working days after its discovery.

Article 13 **Claim**

13.1 On delivery of Products, the Client must check them for visible defects.

13.2 Claims concerning visible defects are only accepted by Tank-Eye if these are made in writing directly to Tank-Eye within five working days of receipt or of the Products being made available. Claims concerning other defects can only be made in writing, stating the reasons, directly to Tank-Eye and are only accepted by Tank-Eye if they are received by Tank-Eye within fifteen working days of discovery or of the Products being made available, but at the latest within one year of delivery. After making a claim regarding a defect in the delivered Products, Products must be kept ready for inspection by Tank-Eye for a period of at least 10 working days. During this period Products may not be used.

13.3 By making a claim, the payment obligation of the Client with regard to the items in dispute is not suspended. Any legal action must be brought no later than one year after timely notification of the complaint under penalty of cancellation.

13.4 Quality requirements or quality standards of goods to be delivered by Tank-Eye must be agreed explicitly. Small, in the industry usual or technically unavoidable deviations and differences in quality, color, size or finish do not provide a reason for filing a complaint.

13.5 The guarantee obligation of Tank-Eye does not extend beyond the expressly made quality statements or expressly agreed quality standards. The warranty period for delivered goods amounts to one year from the date of delivery.

13.6 After processing and/or redelivery of Products by or on behalf of the Client, claims are no longer possible.

13.7 Claims about invoices must be made in writing and directly to Tank-Eye within 8 (eight) working days of the invoice date.

13.8 After the expiry of the aforementioned periods, the Client is deemed to have irrevocably and unconditionally accepted the delivered product or the invoice, respectively. In that case, claims are no longer considered by Tank-Eye.

13.9 If a claim is found to be justified by Tank-Eye, Tank-Eye shall, within a reasonable period of time, in return for the delivery of the Products already received, credit the Client in whole or in part for the Products concerned, without the Client being able to claim any rights to any compensation whatsoever.

13.10 Submission of a claim does not discharge the Client from his payment obligations to Tank-Eye.

Article 14 **Retention of title**

14.1 From the moment of Delivery, the Products are at the expense and risk of the Client.

- 14.2 The Products, insofar as they have not become the property of the Client on the basis of legal regulations for the acquisition of ownership, remain the property of Tank-Eye as long as the Client has not paid for them or has not paid for them in full.
- 14.3 In so far as Tank-Eye's retention of title in respect of the delivered goods is extinguished by accession or the creation of an object, the Client shall provide Tank-Eye with a non-possessory (silent) lien on the object of accession or the created object, respectively. This pledge serves as security for all that the Client, for whatever reason, owes and will owe to Tank-Eye. If the delivered item is an inseparable part of a registered property, the right of mortgage may be established. The Client is obligated to provide all cooperation that is necessary to establish the right of mortgage at the first request of Tank-Eye.
- 14.4 As long as the ownership of the Work has not been transferred to the Client, the Client may not pledge the Work, transfer ownership or grant third parties any other right to it, except within the normal operation of its business. The Client undertakes, at the first request of Tank-Eye, to cooperate in the establishment of a pledge on the claims that the Client obtains or shall obtain on its Clients by virtue of the onward delivery of the Work.

Article 15 **Payment**

- 15.1 Unless otherwise agreed, payment shall be made within 30 days of the invoice date.
- 15.2 The full claim for payment is immediately due and payable if:
- (a) a term of payment has been exceeded;
 - (b) the Client is declared bankrupt or applies for a suspension of payments;
 - (c) any of the Client goods or claims are seized;
 - (d) Client (company) is dissolved or liquidated;
- 15.3 The right of the Client to offset its claims against Tank-Eye is excluded.
- 15.4 If payment has not been made within the aforementioned period, the Client is legally in default and Tank-Eye is entitled, without further summons or notice of default, to charge the legal interest on the outstanding amount from the due date.
- 15.5 If the term specified in paragraph 1 is exceeded, the Client is legally in default. In that case, the Client shall owe statutory interest on the amount owed as from the date on which the amount owed became due and payable until the time of payment.
- 15.6 In addition, all costs of collection, both judicial and extrajudicial, after the Client is in default and has not made payment within a reasonable period of reminder, shall be borne by the Client.
- 15.7 The extrajudicial costs are set at a minimum of 15% of the principal and interest, without prejudice to Tank-Eye's right to claim the actual extrajudicial costs that exceed this amount and also if the extrajudicial work performed is or remains limited to, for example (but without being limited to) the sending of a single reminder/ summons letter or making a settlement proposal. The legal costs which the Client must reimburse to Tank-Eye include the full costs incurred by Tank-Eye, even if these exceed the legal liquidation rate.
- 15.8 All extrajudicial costs incurred to collect the claim, including the costs of calling in a legal advisor, shall be borne by the Client.
- 15.9 Payments made by the Client always serve firstly to settle all interest and costs due and secondly to settle invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice, and finally to settle the principal sum and the current interest.

Article 16

Intellectual Property

- 16.1 All intellectual property rights, including but not limited to all drawings, designs, (technical) documentation, construction specifications, computer programs, as well as all carriers of such rights (hereinafter referred to collectively as: "**IP rights**"), of which the Client becomes aware in any way during this agreement, shall at all times remain the property of Tank-Eye and shall be returned to Tank-Eye at its first request or immediately after completion of the contractual obligations expressed in this agreement of both the Client and Tank-Eye.
- 16.2 All I.P. rights created or developed for or during this agreement by or on behalf of the Client are hereby transferred to Tank-Eye which Tank-Eye hereby accepts. The Client shall, at the first request of Tank-Eye, do all that is necessary and required under applicable law to effectuate the transfer of the I.P. Rights to Tank-Eye, all to the extent necessary under applicable law, including the signing of additional documents. The Client hereby assigns in advance all future I.P. Rights ("**Future I.P. Rights**") to Tank-Eye, which assignment is hereby accepted by Tank-Eye. To the extent applicable law does not permit the assignment of Future I.P. Rights, Client shall, at the time of the establishment of any Future I.P. Rights and upon Tank-Eye's first request, do all that is necessary for the assignment of Future I.P. Rights. The Client hereby gives Tank-Eye an irrevocable authorization to do - in the name of the Client - everything necessary to effectuate the transfer of the aforementioned (Future) I.P. Rights.
- 16.3 In the event that the parties decide to deviate from the provisions laid down in the preceding paragraphs 1 and 2 of this article and agree in writing that the (Future) I.P. Rights or any part thereof will be rights or any part thereof shall be transferred to the Client, then the Client hereby grants Tank-Eye for that case a non-cancellable, worldwide, exclusive, royalty-free, non-restrictive and non-transferable license, or at least the Client is obliged to cooperate with this, for any use thereof, including but not limited to the exploitation, publication and reproduction of (Future) I.P. rights or any part thereof.
- 16.4 Tank-Eye reserves, unless expressly agreed otherwise, the intellectual property for all designs, images, drawings and sketches provided. The Client shall return these at the first request of Tank-Eye without delay, without prejudice to any other rights that Tank-Eye may have.
- 16.5 The Client is prohibited from reproducing, making public, exploiting or exhibiting in any way materials of Tank-Eye that are subject to intellectual property rights without the permission of Tank-Eye.
- 16.6 If the Agreement for the performance of the Work is not provided to Tank-Eye, the Client must return the Quotation, complete with designs, illustrations, drawings and Specifications, to Tank-Eye within 14 days of the date of the decision or of the expiry of the Quotation. The Client is not permitted to perform the design concerned or have it performed without the express written permission of Tank-Eye.
- 16.7 The intellectual property rights to documents provided by Tank-Eye remain with Tank-Eye. The documents concerned may not be duplicated, made public, or brought to the notice of third parties without the prior written permission of Tank-Eye.

Article 17

Liability

- 17.1 Tank-Eye is solely liable for any damage caused to the Client or its property during the execution of the Agreement by an attributable shortcoming of Tank-Eye or its management personnel.
- 17.2 The liability of Tank-Eye to the Client is limited to the amount actually paid by the (liability) insurer of Tank-Eye in the case in question under the claim concerned.

- 17.3 If Tank-Eye has no claim under the liability insurance for the damage resulting from this liability, Tank-Eye's liability is limited to a maximum of the amount invoiced by Tank-Eye to the Client in respect of the Agreement.
- 17.4 Tank-Eye expressly accepts no liability for:
- (a) indirect damage or trading loss including but not limited to stagnation damage, missed savings and loss of profit (consequential damage);
 - (b) loss of profits. The term 'supervision damage' means, inter alia, damage caused during or as a result of the performance of the work commissioned to objects on which work is being carried out or to objects situated in the vicinity of the work site;
 - (c) damage caused by the intent or deliberate recklessness of auxiliary persons.
- 17.5 Tank-Eye is not liable for damage of any kind if Tank-Eye assumes the Client has provided incorrect and/or incomplete information, unless this incorrectness or incompleteness should have been known by Tank-Eye.
- Indemnification
- 17.6 The Client indemnifies Tank-Eye for:
- (a) all claims by third parties for product liability as a result of a defect in a product that was delivered by the Client to a third party and that (also) consisted of products and/or materials delivered by Tank-Eye;
 - (b) claims by third parties against Tank-Eye if Tank-Eye causes damage because the Client or third parties appointed by the Client provide insufficient or incomplete information which, if this information had been known to Tank-Eye, could have led to prevention or limitation of the damage;
 - (c) any claims by third parties, who suffer damage in connection with the execution of the Agreement and which is attributable to the Client.
- 17.7 The Client is obliged to take all measures within reasonable limits that (could have) prevented or limited the damage.
- 17.8 Tank-Eye is not liable for any damage resulting from the premature commissioning of part of the work or the entire work.
- 17.9 Any limitation of liability by Tank-Eye expressly does not apply in the case of intent or deliberate recklessness on the part of Tank-Eye or its management personnel.

Article 18 Force Majeure

- 18.1 Tank-Eye is not liable for any failure in performance if this failure cannot be attributed to it according to law, legal act or generally accepted practice. In any case, a breach of contract cannot be attributed to Tank-Eye if there is a case of force majeure.
- 18.2 Force majeure shall include the circumstance that third parties engaged by Tank-Eye such as suppliers, subcontractors and transporters, or other parties on which Tank-Eye depends, do not fulfil their obligations or do not fulfil them in time, fire in the premises or where the goods are stored, war, including outside the Netherlands, riot, epidemic, pandemic traffic disturbance, work stoppage, weather conditions, natural violence, terrorism, cybercrime, disruption of digital infrastructure, power failure, maritime disasters of all kinds, strikes or work stoppages, lockout, loss or damage in transport and similar other cases, which are beyond the control of Tank-Eye, causing delays in the Work.
- 18.3 Tank-Eye is entitled to terminate the Agreement if, on the part of the Client, there is a case of permanent force majeure or if Tank-Eye cannot reasonably be expected to maintain the Agreement. The Client shall then reimburse Tank-Eye for all Work performed.

18.4 In the event of force majeure, the parties are authorized, without legal intervention, either to suspend the performance of the Agreement for a period of up to two months, or to terminate the Agreement immediately, without an obligation to pay compensation arising. Work already performed shall be invoiced at the originally agreed price or at least a proportional part of the contract price.

18.5 In so far as Tank-Eye has already partially fulfilled its obligations arising from the Agreement at the time when force majeure occurs or will be able to fulfil them, and independent value is attributed to the part fulfilled or to be fulfilled, Tank-Eye is entitled to invoice the part already fulfilled or to be fulfilled separately. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 19

Settlement of disputes, choice of forum

19.1 These general terms and conditions, the contract and all resulting agreements shall be governed by Dutch law. Applicability of the Vienna Sales Convention on uniform rules for the international sale of goods is expressly excluded, as is applicability of any existing or future international regulation on the sale of movable physical goods, the operation of which can be excluded by the parties.

19.2 All disputes arising between the parties as a result of these general terms and conditions, the contract or any contracts arising therefrom shall be settled exclusively by the competent court in Rotterdam unless another court is competent pursuant to mandatory law.