

## SERVICE OFFICE

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## General Terms & conditions

### Flexbox Crewing B.V.

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### Article 1. | DEFINITIONS

The following definitions shall apply to these General Conditions:

- **Flexbox:** The consumer of these terms and conditions, Flexbox Crewing B.V. Registered in the Netherlands under KvK-number: 81565186. Seated at Antoniuslaan 1A 3341 GA in Hendrik-Ido-Ambacht – Netherlands. which entities supply Employees or Candidates to the Customer in order to perform activities under supervision and management of the Customer
- **Client:** each legal entity to whom Flexbox shall supply Employees, Candidates or Relievers against payment of the Rate or Fee, to perform activities under its management and supervision.
- **Reliever:** the natural person, acting in the exercise of a profession or business who, in the context of the agreement between Flexbox and the Client, is proposed by Flexbox to the Client to perform duties und the Clients

supervision.

- **Agreement:** Each agreement between Flexbox and the Client, including but not limited to the agreement in which Flexbox – in the context of employing the Reliever within the organisations of the client – binds itself to mediating in the creation of an arrangement between Client and Reliever, as well as secondment or employment of the Reliever.
- **Written:** both communication by email/Whatsapp and other new media as well as traditional written communication.

### Paragraph 2. | GENERAL

A. To each offer and to every adopted agreement between Flexbox and the Client, these general conditions are applicable.

B. Derogation from these general conditions is exclusively possible in writing. If what is established in what is separately concluded in writing between Client and Flexbox deviates from what is established in these general conditions, what is established separately between the Client and Flexbox in writing will apply.

C. Nullity or the annulment of one of the underlying provisions leaves unaffected the validity of the remaining provisions.

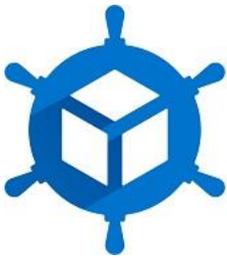
D. The applicability of any possible general conditions of the Client is expressly rejected.

### Paragraph 3. | OFFERS

A. Every offer of Flexbox is non-committal, unless a term for acceptance is stated therein.

B. Offers do not automatically apply to future agreements.

C. Apparent errors or mistakes in the offer are non binding for Flexbox.



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### Paragraph 4. | SELECTION POLICY FLEXBOX

A. These general conditions and what is established in the order confirmation govern the agreement.

B. Flexbox selects the Reliever on the basis of the capacity and skills of the Reliever known at Flexbox on the one hand and the information provided by the Client to Flexbox regarding the activities to be assigned on the other.

C. No requirements can be set by the Client that are not relevant for the function. Flexbox is thereby at total liberty to choose the staff it proposes to the Client.

D. Client is responsible himself to control the certificates and diplomas of the Reliever that are required for suitability for the task and the territory.

### Paragraph 5. | IMPLEMENTATION OF THE AGREEMENT

A. The Reliever proposed by Flexbox carries out the assignment in the capacity of a self-employed person or has the assignment carried out by a Reliever on a contractual basis with the Client. No employment contract is concluded.

B. If ship and/or crew, in the exclusive opinion of Flexbox or Reliever are not adequate, then Flexbox, mediator, or Reliever has the right to immobilise the ship and/or to rescind the agreement without requiring a default notice, while the Client remains bound to pay the stipulated fee in full and to compensate all damage of Flexbox or Reliever.

C. Before the start of the agreement, the Client notifies Flexbox through telephonic/electronic notification to the user where the selected Reliever will board upon the start of the

assignment, or in such a manner that the Reliever has a reasonable term to go there. It is permitted to Flexbox to have the assignment carried out by a different (maritime) job agency, on condition that this other job agency is compliant with all legal requirements that are established for Flexbox on the relevant inland vessel.

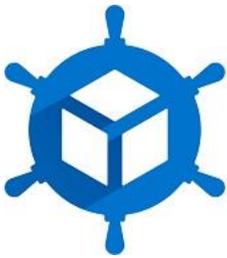
D. Elaborating on point 5.C is Flexbox free to pass on the acceptance, and implementation of the agreement, including the invoicing, completely to their sister company Flexbox Crewing Ltd, (registered in Cyprus. The client will be clearly informed by the agreement-confirmation and invoice that Flexbox Crewing Ltd carries out the assignment. Flexbox Crewing B.V. will stay out of the equation legally and financially in this way.

### Paragraph 6. | OBLIGATIONS OF THE CLIENT

A. The Client is obliged towards Flexbox to organise and maintain the work environment within which he has activities carried out in such a manner, as well as to make such arrangements and provide instructions regarding the conducting of the labour, that the Reliever is protected against physical harm, integrity, and property to the extent as may reasonably be demanded in relation to the nature of the activities to be conducted.

B. The Client is obliged to make sure that ship and crew are compliant with the applicable regulations, that all mandatory shipping documentation are present, and the crew is sufficiently quantified and qualified.

C. The Client is obliged to include Flexbox and the Reliever as co-insured parties in a hull, P&I, or similar liability insurance, with sufficient coverage for all risks, damage and/or liabilities that the



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Reliever bears, incurs, or has during or in connection with the work to be conducted.

D. The Client must deploy the Reliever during the number of days as stated in the order confirmation. If the Client deploys the Reliever for fewer days than is established, then the Client still owes the fee for the total number that was established.

E. If Client does not comply with this obligation, he is held to compensate all resulting damage to Flexbox and/or the Reliever, whereby this clause can also be invoked as a manner of a third-party clause by the Reliever if the Reliever is addressed directly by a third party. The damage to be compensated by Client will be deemed to be equal at least to the amount of the claim of a third party, insurer, or subrogated party in case an insurer seeks redress from Flexbox and/or the Reliever.

### **Paragraph 7. | PROHIBITION OF DIRECT EMPLOYMENT RELATIONSHIP**

A. Barring the prior written consent of Flexbox, it is not permitted to the Client to hire Relievers assigned by Flexbox, nor to have them carry out activities for him or for an enterprise affiliated with him outside Flexbox otherwise.

B. What is established in 7.A. is effective until one year after the agreement with regard to the relevant Reliever has ended. By the day of termination we intend the day that Client has properly complied with all his obligations from the agreement.

C. Upon violation of what is established in paragraph 7.A. and 7.B. of this article, the Client forfeits to Flexbox a monetary fine that is payable instantly and immediately, without any default notice or summation, of € 5,000 per violation, as well as € 700 for every day that the violation

continues, without prejudice to the right of Flexbox to demand in addition compensation of damages and/or compliance with this clause.

### **Paragraph 8. | SUSPENSION AND RESCISSION**

A. Flexbox is authorised to suspend the implementation of the agreement or, if circumstances justify this, to rescind the agreement with immediate effect, if the Client does not, does not timely, or does not fully comply with the obligations from the agreement, or if circumstances that have come to the knowledge of Flexbox after conclusion of the agreement provide legitimate grounds to fear that the Client will not comply with his obligations.

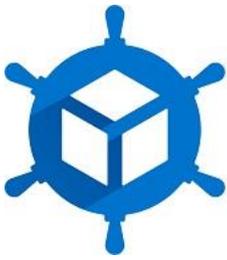
B. If any attachment has been levied on the assets of the Client or in cases in which the Client otherwise is not able to freely dispose of his assets, Flexbox has the right to rescind the agreement with immediate effect by way of an extrajudicial written statement.

C. Flexbox furthermore has the right to rescind the agreement if circumstances occur that are of such a nature that compliance with the agreement is impossible or the unaltered maintaining thereof cannot reasonably be demanded of them.

D. Suspension or rescission on grounds of the previous sections leaves unaffected the payment obligations of Client on pursuant to the agreement. The right to suspension or setoffs by Client is excluded.

E. If the Client acts in violation of what is established in the agreement or these general conditions, he is liable for all resulting damage of Flexbox.

F. The Client can never claim entitlement to the compensation of any damage that has occurred in



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connection with the tight of suspension or rescission exercised by Flexbox as intended in this article.

G. What is established in this article leaves unaffected the rights falling to Flexbox according to the law.

**Paragraph 9. | FEE AND PAYMENT**

A. The price applicable to the agreement, consisting of the daily rate exclusive of other reimbursements, unless established otherwise, is stated in the order confirmation signed by the Client.

B. Travel expenses, transport costs, sustenance costs, etc. are borne by the Client unless established otherwise. The time involved in travel is compensated in accordance with the rate established for the implementation of the assignment.

C. Payments must be made to Flexbox. Exclusively payments to Flexbox are liberatory for the Client. Direct payments, in any form whatsoever, to the Reliever or the provision of advance payments to the Reliever, are non-binding.

D. Payment must occur within fourteen days after invoice date, in the manner prescribed by Flexbox.

E. Client does not have the right to deduct any amount from or to set off anything against his payment obligation.

F. If the Client falls short with the timely compliance with his payment obligation, default becomes effective legally without requiring any further default notice.

G. From the moment that the default becomes effective, the Client owes the statutory commercial interest rate. The statutory

commercial interest is calculated from the day that the default becomes effective until the day that the full outstanding payment has been settled.

H. All reasonable costs to be incurred to settle outstanding amounts with regard to which the Client is in default are borne by him.

**Paragraph 10. | NON-DISCLOSURE OBLIGATION**

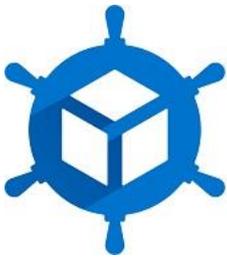
A. All information that the Client receives on a Reliever assigned or proposed by Flexbox is strictly confidential. The Client does not have the right without the prior consent of Flexbox to disclose or provide to a third party information on a Reliever.

B. If Flexbox or the Reliever is obliged on grounds of a legal provision or a court ruling to also provide confidential information to a third party designated by the law or the competent court of law, and Flexbox or the Reliever cannot appeal in the matter to a legal privilege or one recognised by the competent court, then Flexbox is not bound to provide compensation of damages or indemnification, and Client does not have the right to rescind the agreement on grounds of any damage that has arisen as a result.

**Paragraph 11. | LIABILITY AND INDEMNIFICATION**

A. The obligations of Flexbox qualify as a best-effort undertaking. Flexbox therefore never bears liability for damage as a result of shortcomings in the skills of or or the actual implementation of the work by the Reliever that have become apparent after adoption of the agreement.

B. Flexbox is not liable for damage as a result of activities carried out by the Reliever or an action or omission of the Reliever upon the exercise of



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tasks assigned to him by the Client. The Client is liable on grounds of article 6:170 BW (Civil Code) for all who work under his supervision, therefore for the Reliever as well who is assigned to him by Flexbox.

C. The Client safeguards Flexbox against all damage that the Client might incur as a result of claims of the Reliever and/or third parties that are related to the services provided by Flexbox or the liability of the Reliever.

D. The Client is bound vis-a-vis Flexbox to compensate the damage inflicted on or incurred by the Reliever upon the exercise of the activities, unless proof is provided by the Client that the occurrence of the damage can be attributed to the gross fault of the Reliever.

E. If the Reliever has incurred such injury upon the exercise of his activities that it results in death, then the Client is obligated to provide compensation towards the surviving spouse, the children, or the parents of the deceased who are customarily maintained through his work, unless proof is provided by him that the injury or the decease can be blamed on force majeure or wilful intent or the (subjectively established) gross fault of the Reliever.

F. Without prejudice to what is established in this article, Flexbox is never liable for indirect damage, also including losses, lost profit, and damage as a result of operational stagnation, nor for fines, levies, interest and/or other costs related to the work that was carried out.

G. If despite what was established in this article, legal grounds for liability obtain, then exclusively direct damage is eligible for compensation. By direct damage is exclusively intended:

- The reasonable costs to determine the cause of the damage and the scope of the damage, to the

extent the determination regards the damage that is eligible for compensation in the sense of these conditions;

- Any possible reasonable costs incurred to render the defective performance of Flexbox compliant with the agreement, to the extent these can be attributed to Flexbox, and;

- Reasonable costs, incurred to prevent or mitigate damage, to the extent the Client proves that these costs have led to mitigation of direct damage as intended in these general conditions;

H. If Flexbox despite the preceding provisions still is liable for any damage, then the liability of Flexbox is limited to a maximum of the invoice value of the agreement and in any case to a maximum of the invoice value of 1 month.

I. All legal claims vis-a-vis Flexbox lapse one year after they have arisen.

## PARAGRAPH 12. | FINAL PROVISIONS

A. To every agreement - and the disputes that flow therefrom - Netherlands legislation is exclusively applicable.

B. Before appealing to the court of law, parties are obliged to exert themselves to resolve the dispute in mutual consultation.

C. Exclusively the Court of Law of Rotterdam, location Rotterdam, is competent to hear disputes between Flexbox and Client, flowing from the agreement concluded or negotiations conducted between them.

D. Flexbox has the right at all times to modify the content of these general conditions.