

GENERAL

ARTICLE 1 DEFINITIONS

In these General Terms and Conditions for Port Dues, Inland Port Dues and Waste Levy on Seagoing Vessels, and corresponding rate tables the following terms shall be defined as follows:

a. Bunkering

the act of taking on fuel for the Seagoing Vessel's own use;

b. Cargo

all merchandise and packaging materials, containers, trailers and self-buoyant cargo bins, loaded and discharged by a Seagoing or Inland vessel, expressed in Tons, as well as ballast, fuel, provisions and other necessities intended for use on the ship;

c. Cargo Ship

an Inland Vessel primarily intended or used for the transportation of goods;

d. Client

the natural or juridical person making use of the Port with a vessel or purchasing other services from Nioz Haven BV, including the captain, the shipping company, the ship owner, the party using the ship, the agent and the party who as a representative of the abovementioned persons has performed preparatory activities in respect of Nioz Haven BV in preparation for the aforementioned use or purchase of services;

e. Container Ship

a Seagoing Vessel exclusively intended and used for container transport by virtue of its construction and equipment;

f. Cruise Ship

a Seagoing Vessel exclusively intended and used for the commercial transportation of passengers undertaking the trip for purposes of tourism, consisting principally of the sea journey itself, taking part in the sea journey;

g. Deadweight Tonnage

the difference, expressed in Tons, between the freshwater displacement of the ship given the maximum permitted draught and that of the empty ship;

h. Dredger

a Seagoing or Inland Vessel exclusively intended and used for dredging;

i. Fishing Boat

a Seagoing or Inland Vessel exclusively intended or used for catching fish or other live resources at sea;

j. Gross Ton, GT

the unit of measurement for the gross volume of a Seagoing Vessel as referred to in the International Convention on Tonnage Measurement of Ships, London 1969 (Treaties journal 1979, nos 122 and 194);

k. Harbour Master

the Harbour Master of Nioz Haven BV, appointed by the Nioz Haven BV directorate, who is in charge of the correct implementation of the rules that apply within the harbour of Nioz Haven BV and responsible for the correct administration of all activities taking place in the harbour;

l. Inland Port Area

the harbours, sites, waters, quays, landing stages, mooring posts, buoys and other similar works or facilities belonging to Nioz Haven BV;

m. Inland Vessel

a vessel exclusively intended or used for voyages on inland waterways;

n. Passenger Ship

an Inland Vessel primarily intended or used for the commercial transportation of persons;

o. Pleasure Craft

a non-commercially operated Seagoing or Inland Vessel primarily intended or used for recreational purposes;

p. Port

the basins, sites, waters, quays, landing stages, mooring posts, buoys and other similar works or facilities belonging to Nioz Haven BV;

q. Restow

the temporary discharging of Cargo from a Seagoing Vessel in order to create space on board for discharging or loading other Cargo, after which the temporarily discharged Cargo is loaded back onto the same Seagoing Vessel;

r. Seagoing Vessel

any ship or Vessel used or intended for voyages at sea as defined in Article paragraph 1 of the Dutch Shipping Act, as well as any ship or Vessel that, as a result of being dismantled or being scheduled for dismantling, is no longer used for going to sea or has lost its designated use as such;

s. Ton

a mass of 1,000 kilograms;

t. Tow out to Sea

tow out to sea as intended in Article 1, paragraph 1 of the Dutch Shipping Act;

u. Tugboat

a Seagoing or Inland Vessel primarily intended or used for towing or pushing other Vessels;

v. Vessel

any floating body, not being a type of ship defined elsewhere in this article, that, on account of its buoyancy is intended or used for transportation by water or for carrying objects that may or may not be part of the floating body;

w. Warship

a Seagoing Vessel deployed on behalf of the Royal Netherlands Navy or the navy of a foreign power, commanded by a naval officer and fully or partially manned by military personnel.

ARTICLE 2 APPLICABILITY

2.1 These General Terms and Conditions apply to any use of the Nioz Port and to all agreements under which Nioz Haven BV renders services to the Client, as well as to all offers and quotations of Nioz Haven BV, unless otherwise agreed by the parties in writing.

2.2 Insofar as not agreed otherwise explicitly and in writing, the Client waives the applicability of any of his own general terms and conditions, and Nioz Haven BV explicitly rejects the applicability of the Client's general terms and conditions.

2.3 Amendments to and/or deviations from the provisions in these General Terms and Conditions are binding on Nioz Haven BV insofar as explicitly accepted by Nioz Haven BV in writing.

ARTICLE 3 CONCLUSION OF AGREEMENT; JOINT AND SEVERAL LIABILITY

3.1 An agreement between Nioz Haven BV and the Client is concluded when (i) Nioz Haven BV has expressly accepted an order or an assignment from the Client in writing, (ii) when the Client provides a statement of information in accordance with Articles 7 and 16 of these General Terms and Conditions or (iii) as from the moment when the Client is actually utilizing the services provided by Nioz Haven BV or (iv) as of the moment when the Client is actually using the berthing facilities or other facilities in the Port Area or Inland Port Area with a ship or Vessel.

3.2 The various persons designated as the Client in Article 1 paragraph d are considered to be joint and several debtors in respect of the fulfilment of all the Client's obligations towards Nioz Haven BV.

ARTICLE 4 PERFORMANCE OF THE SERVICES

4.1 Services within the definition of these General Terms and Conditions do not include any activities performed by Nioz Haven BV and/or the Harbour Master appointed by Nioz Haven BV that are part of their public tasks based on and regulated by public law, unless Nioz Haven BV performs these activities under the same legal terms and conditions as private economic entities.

4.2 Nioz Haven BV is entitled to perform the services specified in these General Terms and Conditions as it sees fit.

4.3 Nioz Haven BV will endeavour to perform the services to the best of its ability.

4.4 If, in the opinion of Nioz Haven BV, circumstances so require, then in the performance of services Nioz Haven BV is entitled to make use of items other than those agreed or engage third parties, provided that this does not compromise the quality of the performance as a whole.

4.5 The Client hereby accepts that circumstances as specified in Article 4.4, as well as unforeseen circumstances (including a shortage of berths) may affect the agreed or expected time at which the services will be completed.

4.6 The Client will at all times provide Nioz Haven BV with all information necessary for the proper performance and billing of the services in a timely manner, and will grant all cooperation thereto.

4.7 If the Client fails to provide Nioz Haven BV with the necessary information or fails to do so in a timely manner, Nioz Harbour BV is entitled to suspend performance of the services.

ARTICLE 5 PAYMENT OF PORT DUES

5.1 If the Client uses the Port with a Seagoing Vessel or purchases other services in this respect from Nioz Haven BV, the client incurs port dues to be paid to Nioz Haven BV.

5.2 The Client is required to pay the port dues upon commencement of the use of the berthing facilities or other Port facilities or the services performed by Nioz Haven BV in that regard.

ARTICLE 6 RATES OF PORT DUES

6.1 The port dues incurred by the Client are calculated in accordance with the method set out in Appendix 1 to these General Terms and Conditions. Nioz Haven BV may adjust the rates of the port dues at any time.

6.2 The application of the rates for Seagoing Vessels only includes complete units of the volume expressed in Gross Tons (GT) on the basis of the International Tonnage Certificate (ITC) and Cargo expressed in metric Tons.

ARTICLE 7 SUBMISSION OF DATA

7.1 Within 6 hours of the commencement of the Seagoing Vessel's call at the Port, the Client must submit to Nioz Haven BV an initial statement containing all the information relevant for the determination of the port dues.

7.2 The Client must provide proof of the Cargo Tonnage transferred. Upon the request of Nioz Haven BV, the Client must immediately grant Nioz Haven BV access to, or provide copies of, all documents containing transshipment data relevant to the payment and collection of the port dues. If the Client fails to grant Nioz Haven BV full access to the documents and fails to provide copies, the port dues will be calculated on the basis of the rate leading to the highest possible dues. In this case, the Client will also be charged a 25% surcharge for the calculation and collection of the port dues.

ARTICLE 8 INVOICING AND PAYMENT

8.1 The port dues are calculated and invoiced on the basis of the initial and supplementary statements.

8.3 The Client must pay the port dues to Nioz Haven BV after receiving the invoice and within fourteen calendar days after the invoice date by transferring the charged amount indicated on the invoice to the bank account of Nioz Haven BV indicated on the invoice.

8.4 Disputes between Nioz Haven BV and the Client do not entitle the Client to suspend payment.

ARTICLE 9 CALCULATION OF THE PORT DUES

9.1 For the purpose of calculating and collecting port dues the Port is regarded as a single entity.

9.2 To determine the duration of the visit, the use of the Port is deemed to be uninterrupted if the Seagoing Vessel

a. has only left the Port for a period of no more than 24 hours twice, on the instructions of or for the Harbour Master, in order to wait at sea for a berth to become available, for the purposes of degassing or cleaning the ship, insofar as no other Port is called while at sea.

ARTICLE 10 EXEMPTIONS

10.1 Port dues are not charged for use of the Port by:

a. a Tugboat, only if and insofar as the tugboat is operated for assisting ships in the Port;

b. a Seagoing Vessel for a period not exceeding seven calendar days, only if and insofar as the sole purpose of the call at the Port is to disembark sick or deceased persons, provided that:

1. the call at the Port and the associated services does not last longer than strictly necessary;

2. Nioz Haven BV has received prior written notification of the intended call at the Port; and

3. Nioz Haven BV is notified in writing of the completion of the activities immediately upon completion.

e. a Warship, provided that any Cargo is handled solely by military personnel.

ARTICLE 11 ABSENCE OF OR INCORRECT INITIAL AND/OR SUPPLEMENTARY STATEMENT

11.1 If the Client fails to submit the statement or supplementary statement or does not submit the statement or supplementary statement in a timely manner, the rate will be calculated on the basis of the rate that results in the highest possible dues. In this case, the Client also incurs a surcharge of 25% of the highest payable amount or of € 500, whichever is greater.

11.2 If the Client determines that due to an incorrect initial and/or supplementary statement, he has paid either too little or too much, the Client must immediately notify Nioz Haven BV in writing. In that event, the Client is obliged to enclose all documents evidencing the inaccuracy of the initial and/or supplementary statement.

11.3 If Nioz Haven BV determines that the Client has paid too little or too much, the amount will be settled either by an invoice or credit note or via the next summary invoice at Nioz Haven BV's discretion.

11.4 If Nioz Haven BV determines that the Client has paid too little because of an incomplete and/or incorrect statement, the Client owes the underpayment plus a surcharge of 25% of the underpayment. This surcharge is not owed if the Client notifies Nioz Haven BV in writing no later than three weeks after the date of invoice that the supplementary statement was incomplete or incorrect.

11.5 A notification by the Client as referred to in Article 11.2, stating that the Client has paid too much, must be received by Nioz Haven BV no later than within three months after the date of the invoice. After expiry of this period, the Client is deemed to have consented to the amount of the charged port dues and is no longer entitled to a reduction of the amount.

ARTICLE 12 COSTS AND INTEREST

12.1 If the Client fails to pay the port dues on time pursuant to article 8, the Client is in default by operation of law, and Nioz Haven BV is entitled to charge the interest, as defined in Book 6, Article 119a of the Dutch Civil Code, over the entire amount payable as from the due date.

12.2 If the Client fails to pay within the period specified in article 8.3, the Client is in default by operation of law and Nioz Haven BV is entitled to charge the interest, as defined in Book 6, Article 119a of the Dutch Civil Code over the entire amount payable as from the due date. All judicial and extrajudicial costs incurred by Nioz Haven BV in relation to the collection of the amount owed and not paid on time by the Client will be borne by the Client. These costs are fixed at 15% of the amount to be

collected, unless Nioz Haven BV demonstrates that the actual costs incurred are higher.

ARTICLE 13 CANCELLED

ARTICLE 14 PAYMENT OF INLAND PORT DUES

14.1 If a Client with an Inland Vessel, Passenger Ship, Tugboat, Fishing Boat, Dredging Ship or other Vessel uses the Nioz harbour or procures other services in relation thereto from Nioz Haven BV, the Client owes inland port dues to Nioz Haven BV.

14.2 The Client is required to pay the inland port dues upon commencement of the use of the berthing facilities or other Inland Port Area facilities or the services performed by Nioz Haven BV in relation thereto. The date of commencement counts as a full day.

ARTICLE 15 INLAND PORT DUES RATES

15.1 The inland port dues payable by the Client are calculated according to the method set out in appendix 1, which is attached to these General Terms and Conditions. Nioz Haven BV may adjust the rates of the inland port dues at any time.

ARTICLE 16 STATEMENT OF DATA

16.1 Within 18 calendar days after commencement of the call to the Inland Port Area, the Client must submit to Nioz Haven BV all data required for the determination of the amount of inland port dues owed. If the Client has a quarterly or annual subscription for inland port dues, the statement must be submitted before the call.

16.2 If the Client fails to submit the required statement or fails to do so in a timely manner, the inland port dues will be calculated according to the rate leading to the highest possible dues. In that event, the Client also owes a surcharge of 25% over this amount or € 25, whichever is greater.

16.3 If the Client determines that due to an incorrect statement, he has paid either too little or too much, the Client must immediately notify Nioz Haven BV in writing. In that event, the Client is obliged to enclose all documents evidencing the inaccuracy of the statement.

16.4 If Nioz Haven BV determines that the Client has paid too little or too much, the amount will be settled either by an invoice or credit note at the discretion of Nioz Haven BV.

16.5 The notification of the Client as referred to in Article 16.3, stating that the Client has paid too much, must be received by Nioz Haven BV no later than within three months after the date of the invoice. After expiry of this period, the Client is deemed to have consented to the amount of the charged inland port dues and is no longer entitled to a reduction of the amount.

ARTICLE 17 INVOICING AND PAYMENT

17.1 The Client must pay the inland port dues to Nioz Haven BV after receiving the invoice and within fourteen calendar days of the invoice date by transferring the charged amount indicated on the invoice to the bank account of Nioz Haven BV indicated on the invoice.

17.2 If the Client fails to provide the required statement or fails to do so in a timely manner, the Client must pay the inland port dues owed, as calculated pursuant to Article 16.2, within 7 days of the invoice date by transferring the charged amount indicated on the invoice to the bank account of Nioz Haven BV indicated on the invoice.

17.3 Disputes between Nioz Haven BV and the Client do not entitle the Client to suspend payment.

ARTICLE 18 **CALCULATION OF INLAND PORT DUES**

18.1 For the purposes of calculating and collecting inland port dues, the various quays and landing stages within the Nioz harbour will be deemed to be a single Port.

ARTICLE 19 **EXEMPTIONS**

19.1 Inland port dues are not incurred for calls to the Inland Port Area by:

- a.** a Vessel or ship for which sea port dues are already owed or have been paid;
- b.** an Inland Vessel for a period of no more than two months, only if and insofar as the purpose of the call to the Inland Port Area is for disembarking sick or deceased persons provided that
 1. the call does not last longer than strictly necessary;
 2. Nioz Haven BV has received prior written notification of the intended call;
- c.** a hospital ship;

ARTICLE 20 **REFUND**

20.1 If inland port dues have been paid for a period of one year and the use of the Port demonstrably terminates with good reason prior to expiry of this term, at the written and well-founded request of the Client, the amount overpaid will be refunded, with the amount of refund being calculated by rounding the remaining period to the remaining full months.

20.2 The written request as referred to in Article 20.1 must have been received by Nioz Haven BV within three months after the end of the one-year period, failing which the Client forfeits all rights.

ARTICLE 21 **COSTS AND INTEREST**

21.1 If Nioz Haven BV determines that the Client has paid too little in inland port dues, then the Client owes the underpaid amount plus a surcharge of 25% of the underpaid amount or € 25, whichever is greater. This surcharge is not owed if the Client notified Nioz Haven BV of the incorrectness of the statement, in writing and at his own initiative, within three weeks after the date of invoice.

21.2 If the Client fails to pay within the period specified in Articles 17.1 or 17.2, the Client is in default by operation of law and Nioz Haven BV is entitled to charge the interest, as defined in Article 119a, Book 6, Dutch Civil Code, over the entire amount payable as from the due date. All judicial and extrajudicial costs incurred by Nioz Haven BV in relation to the collection of the amount owed and not paid on time by the Client will be borne by the Client. These costs are fixed at 15% of the amount to be collected, unless Nioz Haven BV demonstrates that the actual costs it incurs are higher.

ARTICLE 22 LIABILITY TO PAY WASTE FEE FOR SEAGOING VESSELS

22.1 If the Client makes use of the Port with a Seagoing Vessel, the Client is then liable to Nioz Haven BV for the payment of a waste fee for Seagoing Vessels, as defined in Article 6a, paragraph 1 of the Prevention of Pollution from Ships Act, for discarding ship-related waste containing oil (Annex I - MARPOL 73/78) and solid ship-related waste (Annex V - MARPOL 73/78), regardless of whether any waste is actually discarded.

22.2 The Client is obliged pay the waste fee for Seagoing Vessels at the moment specified in Article 5.2 of these General Terms and Conditions.

ARTICLE 23 RATES FOR WASTE FEE FOR SEAGOING VESSELS

23.1 The waste fee for Seagoing Vessels incurred by the Client is calculated on the basis of the waste fee rates as set out in Appendix 1 of these General Terms and Conditions. Nioz Haven BV may adjust the waste fee rates at any time.

23.2 The waste fee is invoiced simultaneously with the port dues and must be paid before the due date and in the same manner as port dues.

ARTICLE 24 REPORTING DATA

24.1 The Client must submit all information required for determining the waste fee for Seagoing Vessels to Nioz Haven BV, and specifically to the Harbour Master, within the following periods:

a. at least 24 hours prior to arrival, but no later than upon entry into the Dutch territorial waters;

b. no later than the moment of departure if the moment of departure is within 24 hours before arrival in the Port and the place of departure is in the Netherlands.

24.2 Immediately upon the request of Nioz Haven BV, the Client must grant access to, or provide copies of, all documents relevant to the invoicing and payment of the waste fee for Seagoing Vessels.

24.3 If the Client refuses to grant access to or to provide copies of the documents as referred to in Article 24.2 of these General Terms and Conditions, the waste fee for Seagoing Vessels will be calculated on the basis of the rate that will lead to the highest possible fee. In that event, the Client also incurs a surcharge of 25% of that amount.

ARTICLE 25 EXEMPTION

25.1 No waste fee for Seagoing Vessels is charged if the Port is used by:

a. Vessels for which an exemption under Article 35a of the Prevention of Pollution from Ships Act has been granted from the provisions by or pursuant to Articles 6a, 12a or 12b of the Prevention of Pollution from Ships Act;

b. Ships equipped or used commercially for sporting or leisure purposes and capable of transporting no more than 12 passengers;

c. Fishing boats;

d. dredging vessels, survey vessels and Tugboats, only if and insofar as these tugboats are being used for assisting ships in the Port;

e. Ships as referred to in Article 10.1 sub-paragraphs a and f of these General Terms and Conditions;

f. Seagoing Vessels using gas oil or LNG (MDO/MGO/LNG) as a propulsion fuel, only insofar as these vessels discard ship-related waste containing oil.

ARTICLE 26 COSTS AND INTEREST

26.1 Article 12 of these General Terms and Conditions applies accordingly to the waste fee for Seagoing Vessels, with the substitution of “waste fee” for “port dues”.

QUAY, BUOY AND MOORING DUES

ARTICLE 27 CHARGEABILITY OF QUAY, BUOY AND MOORING DUES

27.1 If the Client makes use of public quays, buoy arrays or mooring constructions in the Port Area, the Client owes Nioz Haven BV quay, buoy and mooring dues for that use.

27.2 The quay, buoy and mooring dues will be calculated on the basis of set rates, as set out in the table of rates in Appendix 1, which is attached to these General Terms and Conditions. Nioz Haven BV may adjust the quay, buoy and mooring dues at any time.

27.3 The quay, buoy and mooring dues are invoiced separately and must be paid by the due date and in the same manner as port dues.

27.4 The provisions of articles 7, 8, 11, and 12 of these General Terms and Conditions apply accordingly to the quay, buoy and mooring dues.

OTHER GENERAL PROVISIONS

ARTICLE 28 BERTHS

28.1 Access to the Port does not imply that the Client may also claim a berth. Nioz Haven BV or the Harbour Master employed by it is at all times authorized to refuse to provide a berth for reasons of his own.

ARTICLE 29 RATES

29.1 Nioz Haven BV may adjust the rates specified in the rate tables at any time.

29.2 The rates for port dues, inland port dues, quay, buoy and mooring dues and waste fees exclude turnover tax.

ARTICLE 30 POLLUTION

30.1 Client is obliged to clear a pollution which was caused by him or by a third party called in by him immediately and completely, or to have it cleared immediately and completely by one or more experts, at the expense and risk of the Client. The Client can only decide which parties are called in and which measures are taken in consultation with and with express consent of the Harbour Master and/or persons called in by the Harbour Master.

30.2 If Client fails to meet his obligations as defined in article 30.1, fails to meet them in a timely manner, fails to meet them completely or fails to meet them adequately, Nioz Haven BV has the right to clear the pollution, or to have it cleared, at the Client's expense and risk. All costs incurred and damages suffered by Nioz Haven BV in connection with the clearance, must be paid to Nioz Haven BV by the Client immediately upon the first formal notice, plus a surcharge of 15%.

ARTICLE 31 LIABILITY

31.1 The liability of Nioz Haven BV that may arise in relation to any activity by Nioz Haven BV or a person covered by the liability of Nioz Haven BV by law will under no circumstances exceed the amount paid to Nioz Haven BV by the insurer of Nioz Haven BV.

31.2 Nioz Haven BV's liability for activities performed by Nioz Haven BV or by the Harbour Master appointed by Nioz Haven BV as part of their public tasks based on and regulated by public law, as defined in Article 4.1 is excluded.

31.3 If for any reason whatsoever Nioz Haven BV's insurer does not proceed to pay Nioz Haven BV or if the damages are not covered by Nioz Haven BV's insurance, Nioz Haven BV's liability never exceeds an amount of € 500 per incident/event resulting in damage. A series of connected incidents/events resulting in damage will be deemed as a single incident/event resulting in damage.

31.4 The provisions set forth in this Article do not apply if and insofar as the damage is due to gross negligence or intent of Nioz Haven BV.

31.5 All liability of Nioz Haven BV for loss of profit, reduced revenue and/or turnover, loss of time and any other indirect and/or consequential loss is expressly excluded.

ARTICLE 32 FORCE MAJEURE

32.1 If Nioz Haven BV fails in the fulfilment of any obligation towards the Client, this failure cannot be imputed to Nioz Haven BV, and consequently Nioz Haven BV is not in default, if Nioz Haven BV's fulfilment of that obligation is impeded or rendered impossible by foreseeable or unforeseeable circumstances beyond the control of Nioz Haven BV. Such circumstances include but are not limited to: war, terrorism, occupation, governmental measures of any nature, natural disasters, fire, explosion, extreme weather, blockades, strikes, shortage of berthing facilities and any other circumstances not reasonably foreseeable by Nioz Haven BV and beyond the control of Nioz Haven BV.

32.2 In the event of force majeure, Nioz Haven BV is entitled to suspend fulfilment of its obligations until such time that the situation of force majeure no longer impedes fulfilment. In the event that the situation of force majeure lasts longer than one month, Nioz Haven BV and the Client are each entitled to fully or partially dissolve the agreement without being obliged to pay any damages.

ARTICLE 33 INDEMNIFICATION

33.1 The Client indemnifies Nioz Haven BV against claims on any basis whatsoever brought by third parties alleging to have suffered damages through the use of the Port or through the services provided to the Client by Nioz Haven BV.

ARTICLE 34 SUSPENSION AND DISSOLUTION

34.1 If the Client remains in default of any obligation towards Nioz Haven BV, as well as in the event of bankruptcy, suspension of payments or cessation of the Client's business, Nioz Haven BV is entitled to suspend the services, in whole or in part, for a temporary period or permanently, or dissolve the agreement in question with regard to all or part of the as yet unfulfilled portion of the agreement at Nioz Haven BV's discretion, this by means of a written declaration without judicial intervention and

without incurring any compensation to be paid to the Client, and without prejudice to any other rights Nioz Haven BV may have.

34.2 In the event of dissolution of the agreement on the grounds stated in Article 34.1, all claims held by Nioz Haven BV are immediately due and payable in full.

ARTICLE 35 REMOVAL OF SEAGOING VESSEL AND/OR INLAND VESSEL

35.1 If the Client fails to meet his obligations or fails to meet them on time, Nioz Haven BV has the right to remove the Seagoing Vessel and/or Inland Vessel, or to have the vessel removed, at the Client's expense and risk.

ARTICLE 36 APPLICABLE LAW AND DISPUTES

36.1 The legal relation between Nioz Haven BV and the Client is governed by Dutch law.

36.2 The competent court in the district of Rotterdam will have in first instance exclusive competence over any disputes that may arise in connection with these General Terms and Conditions.

36.3 In the case of any dispute between Nioz Haven BV and a Client that has his domicile outside of the Netherlands, the Client will be deemed to have an address for service at the shipping agent that, according to his notification to the Harbour Coordination Centre, represented the Client at the moment that the conflict arose. The previous does not apply if the Client has informed Nioz Haven BV in writing that he has a different place of domicile, explicitly stating this place of domicile.

ARTICLE 37 NULLITY OF ONE OR MORE PROVISIONS

37.1 The nullity of any provision set forth in the agreement or in these General Terms and Conditions has no effect on the other provisions of the agreement and these General Terms and Conditions.

37.2 If and insofar as any provision set forth in the agreement or in these General Terms and Conditions should be deemed to be unreasonably onerous, unacceptable or invalid under the given circumstances, then a provision will apply that, taking all circumstances into account, will be acceptable and most closely approach the scope of the provision deemed non-applicable under the circumstances.

These General Terms and Conditions apply as from 1 January 2016.

Nioz Haven BV – Seaport Texel

T. de Greef

director