



General Terms and Conditions J.V.S. Shipping B.V.

Article 1. DEFINITIONS

The capitalised definitions below have the following meanings in the context of these General Terms and Conditions:

1. **Additional Costs:** all additional costs arising during the Performance of the Work as a result of (unforeseen) circumstances, such as delays, additional travel and accommodation costs, additional work, additional staff deployment or additional material and transport costs, which are charged to the Client.
2. **Services:** any service, all work to be performed and/or services to be provided by JVS, its staff and/or by third parties hired or engaged, including but not limited to installation, maintenance, overhaul, repair, testing and inspection activities, consultancy and other forms of technical support, whether or not these are performed or provided in connection with the delivery of the Goods and whether or not such are designated as services, excluding pushing and towing operations.
3. **Goods:** all items sold and/or delivered by JVS to the Client, including nautical equipment, parts, certificates, software, documentation and other materials required for the implementation of the Agreement.
4. **JVS:** the private limited liability company **J.V.S. Shipping B.V.**, established at Urk and registered in the register of the Dutch Chamber of Commerce under number: 39071985.
5. **Delivery:** the actual transfer of Goods in accordance with the Agreement.
6. **Completion:** the moment at which the provision of the Services concerned by or on behalf of JVS is completed.
7. **Agreement:** the assignment (agreement) or the order confirmation, whereby JVS undertakes to perform certain Work and/or to provide certain Services and/or to deliver certain Goods to or for the Client. An Agreement may also be contracted verbally or via electronic means of communication, including but not limited to e-mail, telephone or WhatsApp. These General Terms and Conditions apply for every Agreement.
8. **Client:** the natural person or legal entity that contracts an Agreement with JVS or issues an instruction to that effect.
9. **Agreed Price:** the price which the Client owes JVS under the Agreement (in compensation for the Performance of the Work).
10. **Parties:** JVS and the Client together.
11. **Staff:** all employees, engaged directly or indirectly, and deployed by or on behalf of JVS in the implementation of the Agreement, including hired third parties and representatives.
12. **Performance of Work:** the provision of Services and/or the Delivery of Goods by or on behalf of JVS.
13. **Work:** all work to be performed by JVS for the Client, including the sale and delivery of Goods and/or the provision of Services pursuant to the Order Confirmation, as well as all resulting work and services for JVS, excluding pushing and towing operations.

Article 2. Scope

1. These General Terms and Conditions apply to all offers, quotations, Agreements and legal relationships, by any name whatsoever, whereby JVS undertakes or will undertake to perform Work for the Client, and to all Work resulting therefrom for JVS. The General Terms and Conditions also apply to all acceptances on the part of the Client. These General Terms and Conditions expressly do not apply to pushing and towing operations. For pushing and towing work, reference is made to JVS's other set of general terms and conditions specifically for work relating to pushing and towing.
2. These General Terms and Conditions also apply to any additional and/or follow-up Agreements between JVS and the Client.
3. Deviations from or additions to these General Terms and Conditions and/or the Agreement shall be valid only if these are expressly agreed in writing between JVS and the Client. Deviations and additions agreed in writing shall prevail over these General Terms and Conditions in the event of a conflict with these General Terms and Conditions.
4. The Order Confirmation and the Agreement constitute the full representation of the arrangements agreed between the Parties and supersede all previous oral or written agreements, undertakings or proposals relating to the same subject matter.
5. The applicability of the Client's general terms and conditions is hereby expressly rejected by JVS. The applicability of any other general terms and conditions that may be referred to by the Client in any way is also expressly rejected. Any contrary provision in such other general terms and conditions is without prejudice to the foregoing.
6. The implementation of the Agreement shall be subject to the acquisition of any required licences, certifications or other forms of consent (including export licences).



7. JVS is entitled to use subcontractors or third parties for the implementation of (part of) the Agreement, and to transfer all or part of its rights and obligations under the Agreement to a third party, without the prior consent of the Client.

Article 3. The Agreement

1. JVS guarantees that the Agreement will be implemented to the best of its ability.
2. The Client does not have the right to transfer part or all of its rights and obligations under the Agreement to a third party or parties without the prior written approval of JVS.
3. All offers, quotations and price lists provided by JVS are valid for a maximum of thirty days and while stocks last, unless expressly stated otherwise in the quotation.
4. All negotiations between JVS and the Client may be terminated at any time without giving reasons. In the event of such termination, JVS will not owe the Client any compensation or damages.
5. If drawings, specifications, instructions, inspection regulations or similar documents provided or approved by the Client are used in the implementation of the Agreement, these shall form an integral part of the Agreement.
6. The Client guarantees that all necessary documents, certificates and permits required for the importation or exportation of Goods, as well as for the stay (if agreed) and work of JVS's Staff in the country of the Client and at the Client's site, shall be available in a timely manner and on their arrival at the site.
7. The Client is required to provide JVS with all information and documents that are reasonably necessary for proper implementation of the Agreement, in full, in a timely manner and free of charge. This includes technical data, diagrams, logbooks, inspection reports, drawings, photographs, safety and environmental regulations and any permits or authorisations relating to the installation or use of the equipment. JVS shall not be liable for any costs or damage resulting from incorrect and/or incomplete information and documents provided by the Client.
8. Once an Agreement has been contracted, it cannot be cancelled or dissolved unless the Client will fully reimburse the costs already incurred by JVS.

Article 4. Implementation of the Agreement

General

1. JVS shall implement the Agreement to the best of its ability and knowledge, in compliance with applicable laws and regulations.
2. JVS will determine the manner in which the Performance of the Work will take place and by which staff.
3. JVS is entitled to provide for the Work to be performed by a (hired) third party.

Location and documentation

4. The location at which the Work arising from the Agreement and any other obligations are to be performed or carried out will be shown (in writing or orally) by the Agreement. If the Agreement does not specify a location at which the Work is to be performed, JVS will take the final decision on this.
5. If the Performance of Work takes place at the Client's location, the Client shall comply with all statutory regulations and shall take all measures in that respect that can reasonably be expected of the Client in order to ensure a safe working environment for JVS and its Staff.
6. As soon as JVS and/or its Staff arrive at the location where the Work is to be performed, this will be considered to be the start of the Work and the Client accepts the performance thereof (insofar as this had not already taken place) under these general conditions. The same applies to the circumstance in which JVS and/or its Staff commence Work at its own location and/or at any other location before going to the location where the Work is to be performed or otherwise. The Client also hereby accepts that it will bear the costs incurred by the Staff, including travel, accommodation and fuel costs, even if the Work lasts longer than previously intended/offered.

Time period and delays

7. The period in which Work is performed will be determined by JVS and is in principle free of obligation, unless the Agreement or the Assignment Confirmation show that the Client and JVS have already reached agreements in this regard. Any deviation from the period or time already agreed is valid only if and insofar as JVS has granted consent to this.
8. Insofar as the Agreement relates to the provision of Services, the time of the provision of the Services laid down in the Agreement shall be understood to be a forecast from which the Client may derive no rights in advance. Agreed Completion times do not constitute deadlines, unless expressly agreed otherwise in writing.
9. Insofar as the Agreement relates to the Delivery of Goods, the delivery times laid down in the Agreement for the Delivery of Goods shall be construed as a forecast from which the Client may not derive any rights in advance. Agreed delivery times therefore do not constitute deadlines, unless expressly agreed otherwise in writing.



10. JVS has an effort obligation to perform the Work soundly and correctly, to the best of its ability, within the agreed time.
11. If the Performance of the Work is delayed as a result of an act or omission by the Client, or because the Client fails to fulfil its obligations (such as providing correct information or making resources available) on time, JVS may extend the implementation of the Agreement by a reasonable period of at least 30 days. JVS may also extend the term for the implementation of the Agreement if the agreed (advance) payment or security provided is not received in time.
12. All costs arising from a delay attributable to the Client, including but not limited to Additional Costs, shall be borne by the Client in full.
13. If JVS itself is late in performing the work and this delay can only be attributed to JVS, the Client will offer JVS a reasonable period (of at least 30 days) to still fulfil its obligations, in writing. By definition, JVS will not bear the costs of a delay as a result of the Work taking longer than intended, for example because the Performance of the Work turns out to be more complicated than initially estimated.
14. If JVS still fails to fulfill its obligations under the Agreement after the additional (reasonable) period referred to in paragraph 11, the Client cannot claim any (compensation) or dissolution of the Agreement. JVS shall in no case be liable for any direct or indirect consequential loss as a result of delayed delivery of Goods and Performance of Work, except in the case of intent or gross negligence on the part of JVS.

Article 5. Force majeure and liability

1. If the implementation of the Agreement (and, thereby, the Performance of the Work) is hindered by circumstances that must reasonably be deemed to be beyond JVS's control, or in other words, situations of force majeure, JVS's obligations will be suspended for the duration of those circumstances. Force majeure includes, but is not limited to: transport restrictions, fire, war or the threat thereof, terrorism, occupation, riots, disturbances, mobilisation, strikes, blockades, natural disasters, floods, epidemics, pandemics, quarantine, delivery problems, no and/or incomplete (delivered) permits/documents, delays in the deliveries of goods/raw materials necessary within the framework of the implementation of the Agreement, government measures, shortages of labour or raw materials, disruptions in the supply of parts or materials, or other circumstances that make the implementation temporarily impossible.
2. Force majeure on the part of JVS also refers to a force majeure situation on the part of JVS's supplier(s).
3. JVS will also be entitled to invoke force majeure if the circumstance preventing (further) fulfillment occurs after JVS should have fulfilled its obligation to the Client.
4. JVS shall not be liable for damage that is the direct or indirect result of a situation of force majeure, except in the case of intent or gross negligence on the part of JVS.
5. If a situation of force majeure continues for more than six consecutive months, both JVS and the Client shall be entitled to terminate the Agreement in writing, without either party being liable for compensation.
6. Any work or deliveries already carried out up to the time of termination of the Agreement shall be settled pro rata. Costs incurred by JVS in the context of the Agreement up to the moment of the termination of the Agreement shall be borne by the Client.

Article 6. Performance of the Work

General

1. During the Performance of the Work, JVS has the right to replace the Staff that it deploys by other (qualified) staff or by (qualified) third parties that it has hired or who are to be hired.
2. The Client shall bear the risk and expense of assistance provided by the Client and its staff in the performance of the Work by JVS. If damage occurs as a result of the aforementioned assistance by the Client and/or its Staff, the Client shall bear the relevant costs.
3. If, during the Performance of the Work or before it is fully completed, the Client decides to make a trial run at sea and/or on inland waterways without JVS's prior written consent, the Client shall bear the full risk of any damage to the vessel, the Client's property, the Goods and/or the result of the Work and Services.
4. If JVS has given prior written consent for a trial run, the risk of damage to the vessel in question, the result of the Performance of the Work, the Goods and/or other items will remain entirely at the expense of the Client. Any shortcomings in the Work or the result thereof that become apparent during or as a result of the trial run may be repaired, improved and/or redone by JVS in the ordinary course of business, at JVS's exclusive discretion. The costs of this additional Work shall be borne by the Client in full.
5. If, when performing the Work, JVS makes use of materials and objects that are made available or required by the Client within the framework of the Agreement and the Performance of the Work, any deterioration in the condition of these materials and objects, or the destruction of these objects, will be at the Client's expense, except in the case of intent or gross negligence on JVS's part.



Services

6. The implementation of the Agreement for the provision of Services (Completion) shall be deemed to have taken place at the moment that i) the Client has confirmed this to JVS, or ii) the result of the Performance of the Work or the Goods have been taken into use by the Client, or iii) 7 days have elapsed from the moment following completion of the provision of the Services by JVS or iii) the Client uses or otherwise puts into operation or use the Goods to which, or on which the Services have been and/or are to be provided, during the period in which the Services were to be provided and/or the period in which the provision of the Services has already started but has not yet ended (as confirmed by JVS).
7. The Client will be charged for moments of waiting time for which JVS is not responsible as 'time worked'.
8. If, prior to Completion, increases of currency prices take effect, or if government measures are announced, JVS is entitled to adjust the Agreed Price accordingly. The Client will be informed of this in good time, but this does not entitle the Client to cancel the Agreement.

Goods

9. The Client may refuse the Delivery of Goods only if the delivered Goods have demonstrable defects which are not merely of a minor nature and which make normal use of the Goods in accordance with the Agreement impossible. JVS will endeavour to rectify such defects of the Goods after Delivery.
10. From the moment the Client has control over the Goods, such being the case following their Delivery and actual taking of possession, the Client is responsible for the condition and quality of the Goods. If circumstances prevent Delivery of the Goods to the agreed location, delivery of the Goods may also take place at a different location, as determined by JVS.
11. If the Client itself provides for the transport of the Goods (as part of the Delivery), or collects the Goods, the Client is responsible for the condition of the Goods. In that case, any damage incurred during transport of the Goods shall be borne entirely by the Client.
12. JVS is entitled to ship Goods to the Client in parts, unless expressly agreed otherwise in writing between the parties.
13. If increases of currency prices take effect before the Delivery of the Goods, or if government measures are announced, JVS is entitled to change the Agreed Price accordingly. The Client will be informed of this in good time, but this does not entitle the Client to cancel the Agreement.
14. The Client shall inspect Goods that are to be assembled/installed by JVS for correct quality, colour or deviations, in a timely manner, before commencement of the assembly/installation, and shall report any complaints in that regard to JVS in writing, stating the reasons, without delay and at least within 24 hours of the delivery of the goods on location. Failing this, the Goods to be assembled/installed shall be deemed to have been approved and the right of complaint shall lapse. Following the end of this period, the Client will bear the costs of dismantling or replacement as additional work, charged on a cost-plus basis.
15. The Client is responsible for the safekeeping and storage of the Goods delivered, including Goods delivered in the context of the Performance of the Work (the provision of the Services). The Client itself is required to check the delivered Goods for damage and/or other shortcomings on receipt. The aforementioned Goods that have already been delivered to the Client (including in the case of delivery at a different location, as referred to in Article 6(10)) are the responsibility of the Client and must be repaired or replaced by the Client in the event of any form of damage, with the exception of damage/shortcomings that were reported directly to JVS by the Client upon Delivery (and which are not the result of an act or omission by the Client).

Article 7. Retention of title

1. Ownership of the Goods shall pass to the Client upon Delivery of the Goods, except in the case of one of the aforementioned exceptions, as laid down in this Article.
2. As long as the Client has not paid the full amount of the purchase price or, as the case may be, the invoice amount, together with any additional costs (payment obligations), or has not provided sufficient security for this (at JVS's discretion), JVS will retain ownership of the Goods. In that case, ownership passes to the Client as soon as the Client has fulfilled all its obligations to JVS. These payment obligations relate not only to the purchase price or the invoice amount for the Goods, but also to other claims that JVS has against the Client, such as claims for Work performed in connection with the relevant delivery of Goods and the Agreement and claims due to attributable shortcomings of the Client (including damages, extra-judicial collection costs, interest and any penalties).
3. The risk of loss of or damage to the Goods shall pass to the Client at the time of the Delivery of the Goods to the Client, thereby bringing them under the control of the Client or of a third party designated by the Client.



4. The Client may resell the goods in the ordinary course of its business, provided that it also agrees a retention of title with its customers.
5. The Client may not pledge the relevant Goods which are subject to retention of title or place them under the effective control of a financier.
6. The Client will inform JVS immediately if third parties claim that they have ownership or other rights to the Goods.
7. As long as the Client has possession of the Goods, the Client will store these with due care, as JVS's identifiable property.
8. The Client shall provide for business or contents insurance, ensuring that the items delivered under retention of title are co-insured. Upon request, the Client will allow JVS to inspect the insurance policy and receipts for the corresponding premium payments.
9. If the Client acts in violation of this Article or if JVS invokes its retention of title in respect of the (delivered) Goods for any other reason, JVS's Staff will be entitled to enter the Client's premises or vessel and to repossess the goods delivered to the Client under retention of title. This does not prejudice JVS's rights to terminate the agreement (by a written notification addressed to the Client) or to compensation for its damages, lost profit and interest.

Article 8. Guarantees

1. Any claim for compensation (for damage) instituted by the Client as a result of damage suffered by the Client to objects in and/or on which JVS has performed Services shall fall exclusively under Article 13.
2. Defects of the Goods and shortcomings in the result of the Performance of the Work must be reported to JVS at the latest within seven (7) days of the Client becoming aware of the defects in question, or could reasonably have been expected to become aware of such defects.
3. At JVS's discretion, JVS's warranty obligation is limited to repair of defects or replacement of defective products. The warranty applies only to the (tested or reconditioned) equipment or Goods delivered by JVS if and insofar as defects in such Goods have arisen as a result of culpable action by JVS or its Staff.
4. The warranty period for equipment delivered by JVS ends after six (6) to twelve (12) months, which period is shown in the invoice. The warranty period shown in the invoice is leading at all times. If no warranty period is stated in the invoice, no claim can be made for any warranty (period). Warranty claims do not apply if and insofar as:
 - a. the equipment has not been installed by a CESNI-approved installer;
 - b. repairs and/or Work have been carried out on the equipment/Goods by third parties without JVS's written consent.
 - c. damage has arisen through defects resulting from inexperienced use, maintenance or lack of due care, or as a consequence of changes made to the delivered goods by the Client or third parties;
 - d. the defect has arisen as a result of circumstances beyond JVS's control, such as weather conditions and other situations of force majeure;
 - e. the damage to the equipment is consequential;
 - f. the Client has not complied with all its financial obligations to JVS at the time at which the claim is made.
5. With respect to the provision of Services and the result thereof (Completion), JVS has only a best-effort obligation to provide the Services (to the best of its ability). JVS is in no case under any obligation to achieve a result as regards the outcome of the Services and their provision and JVS does not provide any guarantees in that respect.
6. JVS's liability for defects of the Goods that can be attributed to the (original) manufacturer or supplier of the Goods concerned (for example, manufacturing errors) is hereby expressly excluded, except in the case of intent and/or gross negligence on the part of JVS. In that case, JVS will only grant the Client a warranty in the form of repair of the defect or replacement of the Goods (at JVS's discretion) if JVS can lawfully invoke its warranty from the relevant supplier of those Goods. If and insofar as JVS tries to find a solution with the Client, which it is under no obligation to do, this shall in no case imply that JVS acknowledges liability for the defects/shortcomings in question.
7. If the Client purchases used or reconditioned Goods from JVS and/or has used or reconditioned Goods installed by JVS, JVS shall in no case be liable/responsible for the presence of traces of use and minor damage to the aforementioned Goods and JVS issues no warranties in that respect.
8. JVS's warranty obligation shall not extend to compensation of costs that must be incurred as a result of the defect that has arisen. These costs include Staff travel and accommodation costs, the costs of electricity, scaffolding materials, leave, support work, crane fees, assembly and additional materials/raw materials, etc.



Article 9. Intellectual Property

1. The implementation of the Agreement by JVS does not include the transfer of intellectual property rights vested in JVS. All intellectual property rights arising during the Agreement/Performance of the Work, or arising from the implementation of the Agreement, belong to JVS.
2. The Client is expressly prohibited from reproducing, publishing or operating the products subject to JVS's intellectual property rights or products subject to intellectual property rights with respect to their use, to which JVS has acquired rights of use. This includes, for example (but is not limited to) computer programmes, system designs, operating procedures, opinions, reports, drawings, photographs, designs, construction specifications, templates, macros, quotations and other intellectual products.
3. The Client is not permitted to hand over the products referred to in the second paragraph to third parties without the prior written permission of JVS. This does not apply in the event that the Client wishes to obtain an expert opinion on the performance of the Work by JVS. In that case, the Client will impose its obligations under this Article on the third parties that it engages.

Article 10. Agreed price

1. The Agreed Price to be paid by the Client to JVS as a result of the Agreement (Performance of the Work) will always be an amount denominated in euros, exclusive of VAT and other taxes (that may be) payable, transport costs and Additional Costs.
2. If and insofar as the Goods sold by JVS qualify as margin items, and meet the conditions, at the exclusive discretion of JVS, no separate VAT will be shown in the invoice (in respect of those margin items). In that case, the Client is not entitled to deduct VAT. The same applies to intra-Community Deliveries by JVS if the conditions are met, at JVS's exclusive discretion.
3. In the event of a merger, disposal of (part of) the business, liquidation, (an application for) bankruptcy, a preservation order or prejudgment attachment, (an application for) suspension of payments of the Client or important changes in the management of the Client, all claims of JVS against the Client shall immediately become due and payable.
4. If there is no Agreed Price, the costs of the Performance of the Work will be calculated at JVS's current rates, at JVS's ultimately exclusive discretion.
5. All offers, quotations, price lists, etc. are without obligation, unless expressly stated otherwise by JVS.
6. Offers or quotations do not automatically apply to subsequent Agreements, Assignments or orders.

Article 11. Costs

1. JVS will charge the Client all extra costs that arise during or as a result of the Performance of the Work, for example as a result of unforeseen circumstances such as delays, extra travel and accommodation costs, additional work, extra staff deployment or additional material and transport costs, subject to the same (payment) conditions as those applying for the Agreed Price.
2. 'Additional work' will arise, *inter alia*, if the performance of the Work is delayed by an act or omission of the Client, or if the Client fails to fulfil its obligations under the Agreement, in which case JVS will be entitled to extend the term of the Performance of the Work by a reasonable period, at least equal to the duration of the delay. This also applies if an agreed advance payment or other payment due has not been received, or if the Client has not provided the required security in accordance with the Agreement.
3. 'Additional work' also arises, *inter alia*, if:
 - a. JVS must carry out additional work for the Performance of the Work (Delivery of Goods and/or provision of the Services) or must perform the Work over a longer period than that which was agreed with the Client on the contracting of the Agreement, or that was intended at the time when the Agreement was contracted;
 - b. additional materials/raw materials and/or Goods are required for the implementation of the Agreement or for the proper fulfilment thereof in relation to what was agreed on the contracting of the Agreement;
 - c. at the time of Performance of Work and/or the implementation of the Agreement, the Client expects additional Work from JVS in comparison with what was agreed on the contracting of the Agreement;
 - d. the (conditions of the) Agreement and/or the specifications for the Work change in relation to those applying on the contracting of the Agreement, as a result of which JVS must incur additional costs and/or perform more Work, or provide more Services or deliver more Goods;
 - e. the Client has made a (tacit) request to JVS for the performance of additional work. A tacit request, as referred to here, includes (but is not limited to) the performance of additional work by JVS on reasonable grounds, without the Client having explicitly requested this, but also not having made any objection to it at the start of the performance of the additional work;



- f. the Agreement or the Performance of the Work are extended due to an omission by, or the actions of the Client.
4. The Client is bound to reimburse JVS for the costs of additional work in accordance with the usual rates applied by JVS for the Work, Services, Goods and other costs in question.
 5. JVS shall in no case be obliged to comply with a request from the Client to perform additional work.
 6. JVS is entitled to pass on charges to the Client for any cost price-increasing circumstances that are not exclusively attributable to JVS and that arise after the contracting of the Agreement. In that context, JVS may increase the Agreed Price by the cost increases resulting from the cost-increasing circumstances.
 7. As soon as JVS and/or its Staff arrive at the location where the Work is to be performed, this will be considered the start of the Work and the Client accepts the performance thereof (insofar as this has not already taken place). The same applies to the circumstance in which JVS and/or its Staff commence Work at its own location and/or at any other location before going to the location where the Work is to be performed or otherwise. The Client also hereby accepts that it will bear the costs incurred by the Staff, including travel, accommodation and fuel costs, even if the Work lasts longer than previously intended/offered.
 8. If JVS is unable to implement the Agreement/Perform the of Work, in whole or in part, due to circumstances that are not attributable to JVS, the Client is obligated to compensate JVS for the resulting loss and costs (including lost time costs). Lost time costs will be calculated on the basis of the agreed rate or, failing this, on the basis of JVS's usual rate.
 9. Travel expenses to be borne by the Client shall in principle be calculated at the standard rate per kilometre charged by JVS (subject to unilateral adjustment by JVS). This rate applies for the travel expenses incurred (by JVS and its Staff) within the framework of the Agreement, counting from the place of employment at Urk (Keteldiep 21, 8321 MH Urk, the Netherlands) to the location where the Work is performed.
 10. If, during the implementation of the Agreement, certain Work or Deliveries included in the Agreed Price prove to be unnecessary (reduced work), this shall not entitle the Client to a reduction of the Agreed Price, unless the Parties expressly agree otherwise in writing.
 11. The incurrence of Additional Costs and additional work are excluded as grounds for rescission/cancellation/revocation or other forms of termination of the Agreement.

Article 12. Payment terms

1. Unless the parties agree otherwise, payment by the Client to JVS must be made within 14 calendar days after the invoice date, without suspension, discounts, deductions or setoff against any claim which Client has or believes that it has against JVS, by transfer to the bank account number shown in the invoice.
2. With respect to orders for Goods that are carried out in parts, JVS is entitled to suspend any obligation to deliver goods until payment has been made in full for goods that have already been delivered.
3. JVS is entitled to invoice the Agreed Price in parts or prior to Delivery and Completion.
4. At any reasonable request of JVS, the Client shall provide security for the full Agreed Price.
5. If and insofar as the Client objects to the contents of the invoice, it will notify JVS of such objections within 7 days.
6. If, after the expiry of the period referred to in paragraph 1 of this Article, the Client has not fulfilled its payment obligations, or has not done so in full, the Client shall be in default by operation of law. From that moment, the Client shall owe interest at the then current statutory commercial rate (if the Client is acting in the course of a profession or business), or at the statutory interest rate (if the Client qualifies as a private individual/consumer).
7. JVS is entitled to outsource collection of the amounts due to third parties. Extra-judicial costs shall be borne by the Client. Extra-judicial costs are set at a minimum of 15% of the amounts due, with a minimum of €150 and without prejudice to the right to charge the Client further costs.
8. Every payment made by the Client shall first serve to pay the interest due and then to pay the costs incurred for collection. Only after these amounts have been paid will any payment by the Client be deducted from the claim outstanding in principal, whereby the oldest outstanding claim will be deducted first, irrespective of the description that the Client may have given to the payment.

Article 13. Liability and indemnities

1. The provisions of this Article relate to both the contractual and the extra-contractual liability of JVS towards the Client. The contractual liability of JVS does not extend beyond the warranty and repair obligation as laid down in Article 8 of these General Terms and Conditions. The possible obligation to repair or provide compensation shall in no case extend to repair or compensation of more far-reaching (immaterial) damage or consequential loss caused by the defect in question, except in the case of intent or gross negligence.



2. JVS shall in no case be liable for indirect damage, including loss of profit, missed savings, collisions (as a result of defects in the Goods and/or the (Delivery)), business interruption and other forms of (consequential) damage or indirect damage resulting from JVS's failure to perform, or failure to perform on time or properly.
3. Except in the case of intent or gross negligence, or unless expressly provided otherwise in these General Terms and Conditions, JVS shall not be liable to the Client on any grounds whatsoever for any damage, of whatever nature, direct or indirect. This applies regardless of whether the claim is based on the Agreement, a wrongful act or any other legal grounds, and includes, without being limited to, damages arising from or related to environmental pollution, docking costs and to assembly and disassembly work.
4. The liability of JVS shall be limited to compensation for direct damage that is the direct result of an attributable shortcoming or (a related series of) attributable shortcomings in the performance of the Agreement that is/are solely attributable to JVS. Such liability for direct damages shall be limited to the amount paid out under JVS's liability insurance policy for the case in question and, in the absence thereof, to a maximum of the invoice amount of the part of the invoice to which the attributable failure relates. It is hereby expressly understood that JVS shall in no case be liable for any form of consequential loss, including collisions, as (a possible) consequence of the Goods delivered by JVS and/or the result of the Work.
5. Direct damage is understood to include the reasonable costs incurred to establish the cause and extent of the damage, the reasonable costs incurred to arrange for JVS's performance in order to comply with the Agreement and the reasonable costs incurred to prevent or limit the damage.
6. At its own exclusive discretion, JVS may also proceed to rectify/repair the shortcomings/damage, in which case the Client cannot claim compensation pursuant to liability in accordance with Article 13(4). All Additional Costs related to the rectification/repair shall be borne by the Client. JVS is not liable for damage of any kind whatsoever that arises during or after JVS has (partially) delivered/performed the Work and during that period, the Client has permitted or provided for the Goods and/or the result of the Work/Services to be used, processed or delivered/forwarded.
7. An interrelated series of culpable failures shall count as a single (1) culpable failure.
8. The limitations of liability contained in this Article shall not apply if and insofar as there is intent or gross negligence on the part of JVS.
9. The Client is obliged to take damage limitation measures. JVS is entitled to undo or limit the damage by repairing or improving the Work performed.
10. The Client shall indemnify JVS against claims of third parties (including JVS's Staff and third parties engaged by JVS) who suffer damage in connection with the implementation of the Agreement, which damage is the result of acts or omissions of the Client or of unsafe situations in the Client's company or organisation.
11. Any exclusion or limitation of liability in these General Terms and Conditions may also be invoked against the Client by (sub-)suppliers or assistants of JVS.
12. Any claim against JVS shall lapse twelve (12) months after the time at which such a claim arises, unless JVS has acknowledged the relevant claim to the Client in writing.

Article 14. Right of suspension

1. JVS is entitled, after careful consideration of interests, to suspend the fulfillment of all its obligations until such time as all due and payable claims against the Client have been paid in full.
2. If the Client fails to fulfil one or more of its obligations, or fails to do so on time or properly, or if there are good reasons to believe that the Client is not or will not be able to fulfil its contractual obligations to JVS, JVS shall be entitled to suspend the implementation of the Agreement or to dissolve the Agreement, in whole or in part, by means of written notification, without prior notice of default being required. This right also applies if the Client is declared bankrupt, applies for (provisional) suspension of payments, proceeds to wind up its business, or if its assets or part thereof are attached. In all such cases, JVS retains the right to full compensation for costs incurred, damages suffered and interest due.
3. JVS is entitled to dissolve the Agreement if, given the nature of the circumstances that arise, implementation of the Agreement proves to be impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise which are of such a nature that upholding the Agreement without alteration can no longer be reasonably expected.
4. If the Client validly dissolves, cancels or otherwise terminates the Agreement, which is only possible in the event that a force majeure situation persists for at least 6 consecutive months, JVS is entitled (cumulatively) to:
 - a. compensation for the Agreed Price set out in the Agreement, calculated according to the status of the Performance of the Work at the time of dissolution or termination;
 - b. compensation of 10% of the remaining part of the Agreed Price, as set out in the Agreement, that the Client would have owed in the event of full Performance of the Work;



- c. compensation for all costs incurred and to be incurred with a view to implementing the Agreement, arising from obligations that JVS has already entered into at the time of dissolution or termination.
5. Any other form of full/partial dissolution or annulment or termination of the Agreement by the Client, other than those provided for in these General Terms and Conditions, is excluded. The Client also hereby expressly and irrevocably waives the right to claim in court any modification of the consequences of the Agreement within the meaning of Section 6:230(2) of the Dutch Civil Code.

Article 15. Due date

Unless otherwise provided in these General Terms and Conditions, rights of action and other powers of the Client on whatever account vis-à-vis JVS in connection with the Performance of the Work, the provision of Services and/or the Delivery of Goods by JVS shall in any event expire one year after the moment at which the Client became aware, or could reasonably have been expected to become aware of the existence of these rights and powers.

Article 16. Confidentiality clause

1. The Client is obliged to maintain full confidentiality of all information of a confidential nature that is and/or becomes known to it in the context of the Agreement and the Performance of the Work.
2. This confidentiality obligation also applies to any party acting on behalf of the Client, or under its responsibility (e.g. staff and hired third parties). The Client itself is obliged to impose this confidentiality obligation on the aforementioned natural persons or legal entities.
3. The Client is obliged to use the aforementioned confidential information only if and insofar as this appears necessary in the context of the implementation of the Agreement.
4. At JVS's earliest request, the Client is obliged to provide or return the confidential information to JVS.

Article 17. Applicable law and choice of forum

1. The Agreement and these General Terms and Conditions are governed by Dutch law.
2. All disputes will be settled by the Central Netherlands District Court at its Lelystad location (in the Netherlands).

Article 18. Compensation clause for nullities

1. If any provision of these General Terms and Conditions or of the underlying Agreement proves to be wholly or partly void and/or invalid and/or unenforceable as a result of any statutory regulation, court ruling or otherwise, this shall have no effect whatsoever on the validity of all other provisions of these General Terms and Conditions or the underlying Agreement.
2. If any provision in the Agreement or part of the Agreement cannot be invoked legally, the remaining part of the Agreement shall remain in full force and effect, on the understanding that the provision on the part that cannot be invoked shall be deemed to have been amended in such a way that it can be invoked, with the legal consequences corresponding as far as possible to those of the invalid and/or non-binding part of the relevant provision.
3. Cancellation/dissolution/revocation or other forms of termination of the Agreement and these General Terms and Conditions by the Client are excluded, subject to the possibilities for this provided for in these General Terms and Conditions.