

1. Definitions.

1. Marine Consultant. Any employee working for, or working on behalf, of Compass Marine Services .
2. Consulting Services. The marine Consultant working as Tow Master, Salvage Master, Marine Operations manager, Fleet/Vessel Operations Manager, Offshore Object Installation Manager, Offshore Construction Manager, Offshore Decommissioning manager etc. and similar functions.
3. Company. Compass Marine Services.
4. Client. The party at whose request or on whose behalf the Marine Consultant undertakes "Consulting Services".
5. Contract. As soon as the request of Client has been accepted by Company, it is considered a binding Contract.

2. General.

1. These General Terms and Conditions are applicable to any and all agreements and/or contracts, written or orally, between Company and Client. Furthermore Client agrees that these Terms and Conditions will be applicable to any future agreements and/or contracts between Company and Client.
2. Any General Terms and Conditions used by Client are not valid.
3. Every request from Client, when accepted by Company, is considered non reversible, except in cases as written in these Terms and Conditions. Every request from Client stays a request until Company has accepted the request in writing. An E-mail is in this case sufficient. This email may be an email concerning the project and does not necessarily be an exact confirmation that the request was accepted.
4. After acceptance of the request Companies hourly fee or day rate is applicable, besides other usual financial declarations. In case of delay in operations during any stage in the project, the day rate of hourly fee will stay applicable, even if Client has no alternative work to offer Company. Company reserves the right to cancel the contract, without any consequences, in case of long delays resulting in next assignment problems for the Company.
5. For any accepted requests, agreements and/or contracts only Dutch Law will be applicable.

3. Acceptance of a request.

1. Client will set out in writing the Consulting Services in a job description. In this description at least the following will be stated:
 - 1.1. Scope of the project
 - 1.2. Project number
 - 1.3. Full Clients address and VAT number
 - 1.4. Project name
 - 1.5. Name, email address, and function of Client's Project manager (for timesheet approving purposes)
 - 1.6. Name and email address of Client's project controller (for Bill issuing purposes)
 - 1.7. Project location
 - 1.8. Date of project start
 - 1.9. Function and job description of the project function
 - 1.10. Rotation schedule (standard maximum one month)
2. When Company accepts Client's request on basis of the above statements this will be communicated in writing to Client. Any changes in the project scope or circumstances as stated above in 3.1 will result in a direct cancellation of the contract without any consequences for Company.

4. Company responsibilities.

Company will provide to the Client:

1. The right person for the job as stated in 3.1,
2. the diploma of the intended person, if applicable,
3. A valid BOSIET certificate for the intended person,
4. A valid Medical (Seafarer and/or Offshore) for the intended person,
5. A copy of person's passport,
6. A valid (Company) VAR or equivalent certificate (according to Dutch Law) if applicable,
7. A valid VCA certificate for the intended person, if applicable,
8. Company's Insurance policy.

Furthermore Company and/or Marine Consultant(s):

9. Will keep confidential and not use or disclose any information to any third party outside Company any data, plans or other technical information received from the client except as may be required by law or as may be authorized by the client. This obligation will survive termination of the contract. This obligation will not apply on any data, plans or other technical information that was in Company possession before its disclosure by or on behalf of the client to Company members or becomes part of the public domain through no fault of Company members or otherwise become available to Company

10. Will keep the project manager of the project well informed, to access the work on hand and to reduce all risks that may be involved in the work at hand,
11. Will not enter in any situation that may harm Clients' interests, and will convey his concerns directly to the project manager so he can make a final decision about the situation,
12. Will provide, when available, a substitute in case of injury or illness of the Marine Consultant, either by an Company employee or third party employee,
13. Will adhere to the (safety) rules of Client and will follow all (safety) training that the project may bring.

5. Client' responsibilities.

1. Client will pay, either directly, or by declaration of Company, or will facilitate, the following:
 2. All costs for travelling, lodging and food,
 3. Necessary inoculation,
 4. All medical treatment overseas as result of injury or illness incurred during the project,
 5. All costs and handling for repatriation to the address of the marine Consultant in case of medical necessity of dead, or in case of medical emergency or dead of family in the first degree of the marine consultant,
 6. All costs for Visa and Work Permits,
 7. All costs for project related training and education,
 8. Access to all (digital) information needed,
 9. Pay all declaration to Company within 30 days of invoice date,
 10. Client will consider the following: when it is necessary for the Marine Consultant to start work direct on arrival on the work location, this Marine Consultant has to be rested and fed enough to be sharp and in good shape to perform his or her duties. Therefore, Client will guarantee that the Marine Consultant will be able to rest enough, either in an airplane by means of a comfort class or business class ticket, or in a hotel of the right standard (minimal *** stars).

6. Liability

1. In providing services, information or advice, Company does not warrant the accuracy of any information or advice supplied.
2. Except as set out in these Terms and Conditions, Company will not be liable for any loss, damage or expense sustained by Client or any person and caused by any act, omission, error, negligence or strict liability of any of Company or caused by any inaccuracy in any information or advice given in any way by, or on behalf of Company, even if held to amount a breach of warranty.
3. Nevertheless if the client uses Company services or relies on any information or advice given by or on behalf of Company and as a result suffers loss, damage, or expense that is proved to have been caused by any negligent act, omission, or error, of Company or any negligent inaccuracy in information or advice given by or on behalf of Company, then Company will pay compensation to the client for its proved loss up to but not exceeding the amount of the fee (if any) charged by Company for that particular service, information, or advice. Compensation will never be more than what the insurance policy of Company shall pay.
4. No compensation shall be paid for risks in the execution of the contract for which Company could not insure herself.
5. Notwithstanding the previous clauses, Company will not be liable for any loss of profit, loss of contract, loss of use, or any indirect or consequential loss, damage or expense sustained by Client or any person caused by any act, omission, or error or caused by any inaccuracy in any information or advice given in any way by or on behalf of Company.
6. Company will not be liable to or responsible in negligence or otherwise to any person not a party to the contract.
7. The contract and any dispute or claim between any member of Company and the Client arising from or in connection with it, or in the services provided hereunder, will be governed by Dutch law.
8. Company and the client irrevocably agree that the Dutch courts will have exclusive jurisdiction over any dispute or claim arising from or in connection with the contract or in the services provided hereunder.
9. The Client shall indemnify and hold all Company members harmless from all claims, costs or proceedings, damages and expenses, including legal and other professional fees and expenses, made against, incurred or paid by any Company member as a result of or in connection with any breach by the Client of this contract or any alleged or actual infringement, whether or not under Dutch law, of any third party's intellectual property rights or other rights arising out of the use or supply of information by or on behalf of the Client to any Company member.

10. The Client agrees to pay all undisputed invoices for the services within 30 days. Company reserves the right to charge interest at an annual rate of 10 percent on any amount remaining unpaid after 30 days and may withhold services until the arrears including interest are paid. Invoices will be sent on 30 days intervals and/or on termination of the contract. The contract continues in force until terminated by Company or the client in written.
11. Client will provide all necessary Personal Protection Equipment (PPE).
12. Client will insure and be fully responsible for all equipment given to the Marine Consultant to fulfil his or her tasks, except in case of proven negligence (e.g. laptop, telephone or others).
13. The Client has a duty to provide a safe place of work for Company members. This duty relates to the place of work under the control of the client which can include countries, cities, shipyards, ships, offshore units, factories, offices and other work locations for the Marine Consultant. In case a Marine Consultant finds him or herself in a unsafe position or location, either due to changed circumstances, or due to situations arisen during the execution of the work, the marine Consultant has the right to stop the work, postpone until safe situation, or terminate the contract, without losing the rights, and always under the responsibilities of Client, as stated in these General terms and Conditions.
14. Client will let the Marine Consultant work normal working hours, as stated by Dutch Law. Normal rotation sequence will be after 28 days or 1 month, or as agreed otherwise in 3.1.

7. Force majeure

1. Neither Company nor Client shall, except as otherwise provided in these terms and Conditions, be responsible for any loss, damage, delay or failure in performance hereunder arising or resulting from act of god, act of war, act of terrorism, seizure under legal process, quarantine restrictions, boycotts, lockouts, riots, civil commotion and arrest or restraint of princess, rulers or people.

8. Termination of the Contract

The contract stops automatically:

1. Due to prior Agreement; the term of the contract has expired.
2. Due to Breach of contract; Company shall postpone, in case of Client Breach, her obligations until the breach has been corrected, with full rights of compensation until the breach has been corrected.
3. Due to Impossibility to Perform; when Company loses a valid VAR; when the Marine Consultant is injured or ill; this contract shall terminate, without notice, (i) upon the institution by or against either party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either party's debts, (ii) upon either party making an assignment for the benefit of creditors, or (iii) upon either party's dissolution or ceasing to do business (iv) when an unforeseen event occurs which makes performance of the contract impossible, illegal or essentially different from what was contemplated.