

General terms and conditions

The Maritime Marketeer

Article 1. Definitions

- 1.1. These general terms and conditions use the following definitions, unless expressly indicated otherwise, or determined otherwise by the context:
 - a. The Maritime Marketeer: the user of these general terms and conditions: SAMTOR, trading as "The Maritime Marketeer", established at Warande 35 in Schiedam, registered with the Chamber of Commerce with CoC number 24482699;
 - b. Agreement: the agreement between The Maritime Marketeer and the client;
 - c. client: the company that has concluded an agreement with The Maritime Marketeer;
 - d. work: all proposals, quotations, price estimates, recommendations, strategies, concepts, information, files, designs, and texts and any other work within the meaning of the Dutch Copyright Act created or commissioned by The Maritime Marketeer in the context of the agreement and/or provided to the client;
 - e. work: the work performed by The Maritime Marketeer in the context of the agreement;
 - f. content: designs, texts, images, brand style, logos, trademarks and the like provided by the client in the context of the agreement;
 - g. online course: the online course developed by The Maritime Marketeer.

Article 2. General

- 2.1. These general terms and conditions govern all offers and/or quotations of The Maritime Marketeer, all agreements concluded between The Maritime Marketeer and the client, and all work performed by The Maritime Marketeer.
- 2.2. The client with whom an agreement was previously concluded subject to these general terms and conditions will be considered to have accepted the applicability of these general terms and conditions with respect to any agreements concluded with The Maritime Marketeer at a later time.
- 2.3. Deviations from these general terms and conditions can only be agreed upon in writing or by email and will only apply with respect to the agreement to which they have explicitly been declared applicable.
- 2.4. Any general (purchase) conditions of the client are explicitly rejected and will not apply.
- 2.5. If one or more of these provisions in these general terms and conditions are invalid, in violation of legal provisions, or non-enforceable, this will not affect the validity of the other provisions. The invalid or void provisions will be replaced by The Maritime Marketeer, in which respect the purpose and scope of the original provision(s) will be observed as much as possible.
- 2.6. Insofar as The Maritime Marketeer does not require strict compliance with these general terms and conditions at all times, this will not mean that their provisions will not apply, or that The Maritime Marketeer will lose any right to require strict observance of the provisions of these general terms and conditions in any other cases.
- 2.7. The Maritime Marketeer has the right to amend these general terms and conditions and to declare the amended general terms and conditions applicable to existing agreements. The client will be informed of the amended general terms and conditions and their effective date in writing or by email.

Article 3. Offers and quotations

- 3.1. All offers and quotations of The Maritime Marketeer are non-binding.
- 3.2. Manifest errors or mistakes in the quotation and/or email messages of The Maritime Marketeer will not be binding to The Maritime Marketeer.
- 3.3. Anything provided by The Maritime Marketeer in the context of a proposal and/or quotation will remain its inalienable property and must be returned immediately by the client at the first request of The Maritime Marketeer.
- 3.4. If The Maritime Marketeer has provided and/or shared designs, images, texts, strategies, ideas, and concepts to or with the potential client and no agreement is concluded, the designs, images, texts, strategies, ideas, and concepts may not be used, copied, or published without the prior

written permission of The Maritime Marketeer. The Maritime Marketeer has the right to charge a fee in line with market practice in case of violations of this article.

Article 4. Conclusion of the agreement

- 4.1. The agreement will be concluded at the moment on which the client has explicitly accepted the offer or quotation of The Maritime Marketeer.

Article 5. Cancellation

- 5.1. If the client cancels the agreement, cancellation costs will be charged to the client. The cancellation costs amount to:
- a. If the parties have agreed on a fixed fee for the agreement: 50% of the agreed fixed fee;
 - b. If the parties have agreed on a fee or an hourly rate: the number of hours reserved by The Maritime Marketeer for the performance of the agreement, multiplied by 50% of the hourly rate of The Maritime Marketeer.
- 5.2. Cancellation must take place in writing or by email.

Article 6. Execution of the agreement

- 6.1. The Maritime Marketeer will carry out its work to the best of its ability as a careful professional.
- 6.2. The commitment is a best-efforts obligation, not a results-obligation. The remuneration of The Maritime Marketeer does not depend on the result.
- 6.3. The Maritime Marketeer has the right to outsource certain work to third parties without informing the client.
- 6.4. The Maritime Marketeer will never be required to perform work that violates its professionalism, a right of a third party, a statutory obligation, or common ethical standards.
- 6.5. The Maritime Marketeer cannot guarantee that the performance of the work leads to the result desired by the client, such as an increase in turnover and/or greater name recognition and/or a better reputation.
- 6.6. The Maritime Marketeer cannot guarantee that the work will lead to a better ranking of the website in the search results of search engines or that the website of the client will attract more visitors.
- 6.7. The Maritime Marketeer may depend on (online) services, websites, or software of third parties for the implementation of the agreement.

Article 7. Mediation activities

- 7.1. If The Maritime Marketeer has mediated in the conclusion of a(n) (contract) agreement between the client and a third party, such as a person or a company from the network of The Maritime Marketeer, The Maritime Marketeer will not be a party to this (contract) agreement. This means that The Maritime Marketeer is not responsible if this third party does not fulfil its obligations vis-à-vis the client. If a third party defaults vis-à-vis the client, this will be a matter between the client and the third party. In this case, the client must hold the third party liable, not The Maritime Marketeer.
- 7.2. The Maritime Marketeer can never be held liable for the actions and/or omissions of a third party with which the client concluded a(n) (contract) agreement through the mediation of The Maritime Marketeer.

Article 8. Amendments to the agreement

- 8.1. If work must be amended or supplemented to ensure its proper implementation, the parties will mutually decide to amend the agreement in a timely fashion.
- 8.2. If the parties agree that the agreement must be amended or supplemented, this may affect the date on which the implementation will be completed. The Maritime Marketeer will inform the client of this as soon as possible.
- 8.3. The Maritime Marketeer will inform the client if the amendment or supplement to the agreement has financial and/or qualitative consequences.

Article 9. Verifying work and content

- 9.1. The Maritime Marketeer will give the client the opportunity to verify and approve the work before it is published (online) or distributed (online). The Maritime Marketeer is not responsible for errors

in published and/or distributed work if the client has verified and approved this work and these errors could have been identified in the work, or if the client has not made use of the verification option.

9.2. The Maritime Marketeer is not responsible for incorrect content provided by the client.

Article 10. Implementation period

- 10.1. If a period for the completion of certain work has been agreed on or specified, this can never be considered a deadline. The client must send The Maritime Marketeer a notice of default in writing or by email if a period is exceeded. In this notice, The Maritime Marketeer needs to be offered a reasonable time to implement the agreement.
- 10.2. When stating an implementation period, The Maritime Marketeer assumes that it will be able to execute the agreement in the circumstances known to it at that time.
- 10.3. The implementation period starts at the moment on which The Maritime Marketeer has received all data and matters needed for the execution of the agreement.

Article 11. Obligations of the client

- 11.1. The client will ensure that all details indicated by The Maritime Marketeer as being necessary for the execution of the agreement or of which the client should reasonably understand the necessity are made available in a timely fashion. The provided data must meet the specifications prescribed by The Maritime Marketeer.
- 11.2. If work must be performed at the location of the client, the client must arrange a suitable workplace for The Maritime Marketeer at no cost and ensure that The Maritime Marketeer can make use of all facilities reasonably desired, such as proper Internet connection. The client must ensure that the location(s) where, the tools with which, and the conditions in which The Maritime Marketeer must perform the work are safe and meet all statutory regulations. The client must take such measures that The Maritime Marketeer is protected against any risks to its person, its dignity, and its properties during the performance of the work.
- 11.3. The client will always provide The Maritime Marketeer with all cooperation necessary for the proper implementation of the agreement.
- 11.4. The client is responsible for the accuracy, completeness, and reliability of the data provided by it, even if these are provided by third parties. The client indemnifies The Maritime Marketeer against damage that is the result of incorrect or incomplete data.
- 11.5. The client is required to immediately inform The Maritime Marketeer of any facts and circumstances which may be relevant to the implementation of the agreement.
- 11.6. The client is responsible for reproducing or publishing content which rights are held by third parties.
- 11.7. If work is delayed due to actions and/or omissions of the client, the client will be informed and The Maritime Marketeer can never be held liable for any resulting (delay) damage.

Article 12. Prices and fees

- 12.1. All listed prices are in euros and do not include VAT.
- 12.2. The Maritime Marketeer has the right to annually adjust its rates. If the rate change takes effect during the effective period of the agreement, the client will be informed well in advance.
- 12.3. The Maritime Marketeer has the right to increase a fixed agreed fee if:
 - a. The work to be performed is determined to be more extensive than The Maritime Marketeer assumed when concluding the agreement;
 - b. The work is delayed due to actions and/or omissions of the client or a third party hired by the client;
 - c. The agreement is expanded or amended at the request of the client.The Maritime Marketeer will inform the client of such price increase as soon as possible.

Article 13. Invoicing and payment

- 13.1. Invoicing will take place at the end of each month if the parties have agreed on an hourly rate for the performance of the work.
- 13.2. The parties will determine the invoice agreements concerning the execution of a project for which a fixed fee was agreed upon when the contract is awarded.

- 13.3. The client must pay the invoices received from The Maritime Marketeer within 14 days of the invoice date.
- 13.4. Objections to the invoice must be submitted to The Maritime Marketeer within 14 days of the invoice date in writing or by email. Complaints do not suspend the payment obligation.
- 13.5. If the payment period is exceeded, the client will from the date on which the due sum has become exigible until the time of payment owe the statutory commercial interest in accordance with Article 6:119(a) DCC. All collection costs arising from the moment of default of the client, both judicial and extrajudicial, will also be borne by the client. The extrajudicial collection costs will be 15% of the principal with a minimum of €150.
- 13.6. Payment must take place without discount or settlement.
- 13.7. The claims of The Maritime Marketeer on the client will be immediately due and exigible in case of liquidation, bankruptcy, attachment, or suspension of payments of the client.
- 13.8. Any payments made by the client will first be used to settle the interest due, and then to settle the costs involved in the collection. Payments by the client will only be used to settle the principal due after payment of the above amounts.
- 13.9. Rights will always be granted or transferred to the client on the condition that the client pays the corresponding fees in full and in a timely fashion.

Article 14. Intellectual property rights

- 14.1. The intellectual property rights related to content will be vested with the client or its licensors. The client grants The Maritime Marketeer a licence to the content to perform the work.
- 14.2. The copyright and all other intellectual property rights related to the work and the online course are vested with The Maritime Marketeer or its licensor.
- 14.3. The Maritime Marketeer grants the client, insofar as necessary for the use of the work, a limited and non-transferable right to use the intellectual property rights on the work. The licence will only apply once the client has met its financial obligations vis-à-vis The Maritime Marketeer.
- 14.4. If the client acts in violation of the intellectual property rights of The Maritime Marketeer or its licensor, The Maritime Marketeer will have the right to terminate the agreement with immediate effect, without the client gaining any right to compensation. All damage suffered by The Maritime Marketeer as a result will be charged to the client.
- 14.5. By giving an order to disclose or copy matters provided by or on behalf of the client that are protected by the Dutch Copyright Act or any other statutory scheme in the field of intellectual property, the client declares that this does not infringe on any statutory regulations and protected rights of third parties, and indemnifies The Maritime Marketeer against claims by third parties or for the direct and indirect consequences, both financial and otherwise, arising from the disclosure or copying.

Article 15. Complaints

- 15.1. The client must submit any complaints about the work to The Maritime Marketeer as soon as possible. The notice of default must give a detailed description of the shortcoming in order to give The Maritime Marketeer the opportunity to respond adequately.
- 15.2. After the submission of the complaint, the client must give The Maritime Marketeer the opportunity to investigate the validity of the complaint, and, if necessary, give The Maritime Marketeer the opportunity to resolve its failure to carry out the agreed work. The fact that The Maritime Marketeer proceeds to investigate the complaint does not mean that The Maritime Marketeer acknowledges that the work performed is faulty.
- 15.3. If the execution of the agreed work is no longer possible or useful, The Maritime Marketeer will only be liable within the limitations of Article 16 of these general terms and conditions.
- 15.4. Complaints do not suspend the payment obligation of the client.

Article 16. Liability and expiration

- 16.1. The Maritime Marketeer cannot be held to pay compensation for any damage which is a direct or indirect result of:
 - a. An event that is beyond its control and thus cannot be attributed to it, as inter alia defined in Article 17 of these general terms and conditions;
 - b. Any act or omission of the client, its subordinates, or other persons who perform work for or on behalf of the client.

- 16.2. The client will always be responsible for the accuracy and completeness of all information it provides. The Maritime Marketeer will never be liable for any damage (partially) caused by the inaccuracy and/or incompleteness of data, documents, completed designs, content, and the like provided by the client. The client indemnifies The Maritime Marketeer against any claims in this respect.
- 16.3. The client is responsible for the decisions it makes, whether or not based on advice or strategy given by The Maritime Marketeer or in the online course.
- 16.4. The Maritime Marketeer cannot be held liable for damage arising from the policy of search engines or the enforcement of this policy.
- 16.5. The Maritime Marketeer can never be held liable for the consequences of the failure of the client to comply with the regulations and guidelines of search engines.
- 16.6. The client is held to keep any copies of provided materials and data until the contract is completed, if reasonably possible. If the client fails to do so, The Maritime Marketeer cannot be held liable for damage that would not have occurred if these copies had existed.
- 16.7. The Maritime Marketeer is not liable for the corruption or loss of data arising from the transmission of data using telecommunications facilities.
- 16.8. The publication of the delivered work will be entirely at the risk of the client. The Maritime Marketeer can never be held liable for negative publicity in response to the publication of the work.
- 16.9. The Maritime Marketeer cannot be held liable by the client if the result arising from the work performed by The Maritime Marketeer does not meet the expectations of the client.
- 16.10. The online course may be unavailable temporarily due to website maintenance or other technical circumstances. The Maritime Marketeer cannot be held liable for such temporary unavailability.
- 16.11. The Maritime Marketeer is not liable for damage of any kind or for any reason caused by work, deliveries, (online) services, websites, or software of third parties.
- 16.12. Any liability of The Maritime Marketeer for consequential damage is excluded. Consequential damage in this context at least includes loss of profits, lost savings, turnover loss, costs incurred to prevent or determine consequential damage, loss of or damage to data, delay damage, reputation damage, and imposed fines.
- 16.13. Liability of The Maritime Marketeer due to an attributable shortcoming in the fulfilment of the agreement will only arise once the client has sent a notice of default to The Maritime Marketeer which clearly sets out the shortcoming of The Maritime Marketeer and offers The Maritime Marketeer a reasonable period to fulfil the agreement, and if The Maritime Marketeer does not observe this notice of default. A notice of default is not required if fulfilment is permanently impossible.
- 16.14. If The Maritime Marketeer is held liable for any damage, this liability will be limited to the amount paid by its insurer. If the insurer does not provide payment in a given case, or if the damage is not covered by the insurance, the liability of The Maritime Marketeer will be limited to the invoice amount, or the part of the contract to which the liability relates.
- 16.15. The client is required to take measures to mitigate damage. The Maritime Marketeer has the right to recover or mitigate the damage by repairing or improving the delivered product.
- 16.16. Claims and other rights of the client vis-à-vis The Maritime Marketeer on any grounds will always expire 1 year from the moment an event occurs based on which the client can exercise those rights and/or powers vis-à-vis The Maritime Marketeer.
- 16.17. If the client has provided goods and/or materials and/or facilities for the performance of the work to The Maritime Marketeer and these goods and/or materials and/or facilities are not suitable for the purpose for which they have been provided to The Maritime Marketeer, the client will be liable for any resulting damage.
- 16.18. If the client attributable fails to fulfil its obligations vis-à-vis The Maritime Marketeer, acts in violation of legal provisions, or acts unlawfully vis-à-vis The Maritime Marketeer, the client will be liable for all damage suffered by The Maritime Marketeer as a result.

Article 17. Force majeure

- 17.1. Force majeure of The Maritime Marketeer will exist, inter alia, if The Maritime Marketeer is prevented from fulfilling its obligations arising from the agreement or the corresponding preparations due to Internet outage, virus infection, or computer hacking by third parties, power outage, email disruptions, weather conditions, traffic disruptions, strikes, war, risk of war,

- terrorism, theft, fire, illness of one or more natural person(s) executing the agreement on behalf of The Maritime Marketeer, government measures, amendments to laws and regulations.
- 17.2. Force majeure will also be considered a non-attributable shortcoming of a third party engaged by The Maritime Marketeer.
- 17.3. In case of force majeure, The Maritime Marketeer will be temporarily relieved from its obligation to perform the agreed work. It will depend on the circumstances of the case whether The Maritime Marketeer will be partially or fully relieved from its obligation, or if the implementation will only be suspended. The work performed until the situation of force majeure will be charged to the client.

Article 18. Termination and dissolution of the agreement

- 18.1. The Maritime Marketeer will have the right to suspend the fulfilment of its obligations or to dissolve the agreement if:
- a. The Maritime Marketeer is exposed to a hazardous situation and/or if a hazardous situation may arise for The Maritime Marketeer during the performance of the work;
 - b. The client fails to (fully) fulfil its obligations arising from the agreement, and the client fails to observe a notice of default which gives it a reasonable period to fulfil its obligations. A notice of default will not be required if compliance has become permanently impossible;
 - c. The Maritime Marketeer learns of circumstances after the conclusion of the agreement that give it reasonable grounds to fear that the client will not fulfil its obligations.
- 18.2. The Maritime Marketeer also has the right to dissolve the agreement if circumstances arise that make the implementation of the agreement impossible, or if its implementation can in all reasonableness and fairness no longer be expected, or if other circumstances arise due to which the unaltered continuation of the agreement can no longer reasonably be expected.
- 18.3. The Maritime Marketeer has the right to terminate the agreement if the client requests or is granted suspension of payments, or if the client is declared bankrupt or applies for bankruptcy, or if the client is unable to pay its debts, terminates or liquidates its business, is placed under guardianship, or if an administrator is appointed.
- 18.4. If the agreement is dissolved, the claims of The Maritime Marketeer on the client will become immediately due and exigible. The Maritime Marketeer will retain its rights under the law and the agreement if it suspends the fulfilment of its obligations.
- 18.5. The Maritime Marketeer always reserves the right to claim compensation, including for loss of turnover.

Article 19. Confidentiality and personal data

- 19.1. Both parties undertake to observe the confidentiality of all confidential information obtained in the context of the agreement from each other or another source. Information will be confidential if the other party has indicated this, or if this follows from the nature of the information. The party receiving confidential information will only use this information for the purpose for which it was provided.
- 19.2. If The Maritime Marketeer is required to share confidential information with third parties designated by law or a competent court pursuant to a statutory provision or judicial ruling, and The Maritime Marketeer cannot invoke a right of refusal acknowledged or permitted by the competent court, The Maritime Marketeer will not be required to provide compensation or indemnification, and the client will not have the right to dissolve the agreement.
- 19.3. The Maritime Marketeer processes personal data in accordance with the General Data Protection Regulation (GDPR). The client can consult the privacy policy of The Maritime Marketeer for more information about the processing of personal data by The Maritime Marketeer, available at <https://maritimemarketeer.com/privacy-policy/>.

Article 20. Applicable law and competent court

- 20.1. All agreements between The Maritime Marketeer and the client will be governed by the laws of the Netherlands.
- 20.2. All disputes related to agreements between the client and The Maritime Marketeer will be submitted to the competent court in the district where The Maritime Marketeer is established.