

**Standard Terms and Conditions of Storage and Transshipment by OVET B.V.,
hereinafter to be referred to as Standard Terms and Conditions,
effective January 1, 2025**

Definitions

"Embargoed Country"	means any country or territory that is, or whose government is, subject to comprehensive Sanctions imposed by the US, the UK, the EU or any relevant EU Member State.
"Export Controls"	means the applicable laws and regulations, regulating the trade, sale, supply, transfer, transit, brokering, export and/or re-export of certain goods, technologies and software.
"Means of Transport"	means every construction designed to carry cargo (by land, rail, or by sea).
"OVET"	means OVET B.V.: the user of these Standard Terms and Conditions.
"Principal"	means OVETs' counterparty, being a natural or legal person who, for his own account and risk, has given an order to OVET and, if representing the owner of the goods, the ship-owner /operator or owner / operator of other Means of Transport, accepts being liable to OVET for any claim following from the execution of the order.
"Public Official"	<p>means an individual, regardless of rank or title, who is employed or appointed by or otherwise represents a Public authority (political or non-political) or who otherwise discharges a public service mission. A public authority:</p> <ul style="list-style-type: none">- is understood to be a national, state or local government office or agency, embassy, defense/military unit, state-owned enterprise, international governmental (e.g. EU, UN, NATO, OECD) or quasi-governmental (e.g. WTO, IMF) organization; and- includes, for the avoidance of doubt, anyone who holds a judicial position of any kind, members of a royal family, any elected representative of any kind, employees of local authorities and government departments, employees of companies wholly owned by or controlled by a public body or otherwise any person holding public authority or who discharges a public service mission.
"Sanctioned Person"	<p>means at any time:</p> <ul style="list-style-type: none">A. Any country, government, individual, entity or vessel that is listed in any of the applicable Sanctions.B. Any person, entity or vessel that is 50% or more owned or controlled, directly or indirectly, by any person (or persons in aggregate) identified in A. to the extent that such ownership or control results in such

person being subject to the same restrictions as if such person were included in the description in A. or results in dealings with such person being deemed to be for the benefit of a person included in the description in A.

C. Any individual or entity that is located, organized, or resident in an Embargoed Country and any vessel that is registered in an Embargoed Country or owned or controlled by an individual or entity that is located, organized, or resident in an Embargoed Country.

D. Any country, government, individual, entity or vessel that is otherwise the target of Sanctions.

E. Any country, government, individual or entity that is acting for or on behalf of any of the persons identified above.

"Sanctions"

means the applicable sanctions laws, regulations, embargoes or restrictive measures against a country, government, person, entity, business or (partially) owned or controlled business, enacted, administered, or enforced by the EU, the Netherlands, any other EU Member State, the UK, the United States, the United Nations Security Council, or other jurisdictions, to the extent applicable, or the respective governmental bodies, departments or authorities of any of the foregoing, including without limitation, the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State's Directorate of Defense Trade Controls, the U.S. Department of Commerce's Bureau of Industry and Security ("BIS"), and the Council of the EU.

"Services"

means all acts performed by OVET including but not limited to loading, unloading, moving, transshipping, treating, blending, screening, storing, administrating and reloading of dry bulk cargo and / or other cargo, by means of mechanical/pneumatic equipment and auxiliary systems, fixed, floating or rolling, for grabbing, lifting and conveying in the widest sense, from and into seagoing vessels, barges or rolling stock, together with auxiliary services.

"Terminal"

means the yard in use by OVET in Vlissingen and/or Terneuzen, as the case may be, where and from which OVET provides the Services.

Article 1 – Scope and applicability

- 1.1. These Standard Terms and Conditions apply to all legal relationships of OVET concerning any form of service (to be) performed by OVET, regardless of whether this is effected on the basis of an agreement, an order based on such agreement, an order, or on other grounds, against payment or free of charge. The applicability of any other conditions are herewith explicitly excluded and rejected.

- 1.2. Invalidity of any provision of these Standard Terms and Conditions leaves the applicability of the other provisions under these Standard Terms and Conditions unaffected .
- 1.3. OVET is allowed to subcontract the Services to third parties and to accept the (standard) terms and conditions of such third parties. The Principal agrees to let such (standard) terms and conditions apply against the Principal also for additional Services, including but not limited to towing, pushing, transportation of persons or objects, repairs etc. carried out on order of OVET as part of the Services.
- 1.4. For Services as forwarding agents according to provision 8:60 of the Dutch Civil code the Dutch Forwarding Conditions (FENEX) apply in addition to the Standard Terms and Conditions at hand.
In the event of incompatibility between the Standard Terms and Conditions and the FENEX conditions, the most favorable provision for OVET shall apply, unless the specific terms, conditions and / or rules are mandatory and therefore their applicability cannot be excluded.
- 1.5. OVET does not accept orders from any third party on the Principal's behalf unless the Principal declares in writing to protect, hold harmless and indemnify OVET from and against any claim of such third party.
- 1.6. In its legal relationships with third parties, the Principal shall include a third party clause in favor of OVET which entitles OVET to rely on these Standard Terms and Conditions, including the jurisdiction and choice of law provisions as well as the liability provisions.
- 1.7. In case amendments are made to these Standard Terms and Conditions the amended version of the Standard Terms and Conditions will apply, also for existing legal relationships between OVET and the Principal. The Principal will be deemed to have agreed explicitly with the applicability of the amended version of the Standard Terms and Conditions.

Article 2 – Offers, orders and agreements

- 2.1. Offers made by OVET and orders made to OVET are non-binding to OVET until an agreement with OVET has been concluded in writing. An agreement with OVET is only concluded by written confirmation of OVET or in the event that OVET has started the performance of an order.
- 2.2. Changes in the agreement do not affect the applicability of these Standard Terms and Conditions. They apply to the changed agreement as well. Deviations from these Standard Terms and Conditions are binding only if and insofar as OVET consents to these in writing.
- 2.3. Changes, supplements and extensions to the agreement can only be added with written permission from both parties and are only considered to be part of the agreement in that case. Notwithstanding the foregoing, a change, supplement and/or extension shall be deemed accepted by the Principal if he is informed thereof by OVET and fails to reject the changes, supplement and / or extensions by return of post within 14 days after the notification.

Article 3 – General provisions regarding the Services

- 3.1. The Principal shall see to it that all necessary permits are obtained and kept as well as that all regulations applicable to the agreement are complied with. Upon arrival or dispatch of goods, as the case may be, the Principal will ensure that all formalities (such as customs documentation) are timely and properly arranged for.
- 3.2. All information supplied by OVET, such as the availability of berths and the time of execution of the Services is not binding.
- 3.3. The Principal is deemed to be aware of the fact that OVET does not insure the goods under the agreement. The Principal is obliged to take adequate insurance for both the goods and third party liability caused by the goods in storage and/or transshipment. Upon OVET's request the Principal is obliged to present to OVET the respective insurance policies.
- 3.4. Before arrival of the goods the Principal shall provide OVET with all relevant information as to:
 - I. The nature, type, quality, composition, temperature, weight, volume, source, origin, and physical / chemical properties of the goods. In case of a product that is considered waste, the EURL code needs to be provided;
 - II. Hazardous properties/substances (whether or not generally known or recognized as such) of / within the goods as far as these may cause danger or delays, spontaneously or in the course of time, to other goods or objects (including equipment and storage area), to persons or to the environment (soil water or air);
 - III. Legal consequences (ownership, storage banned elsewhere, custom formalities etc.);
 - IV. Whether a special method of storage is required or necessary due to the nature of the goods;
 - V. Special directions regarding the manner of loading or unloading; and all other particulars which might be of importance to OVET;
 - VI. If the vessel and / or cargo should be fumigated, treated with inert gases or if the cargo could be susceptible to spontaneous formation of dangerous or asphyxiating gases. In this case the Principal is to inform OVET well in advance, at the latest 7 days prior to arrival in Vlissingen or Terneuzen of the fumigant/gases used/formed and in which hold(s) these are present. The vessel is to berth only after the vessel and / or cargo has been declared gas-free.
- 3.5. The Principal is obliged to inform OVET of the arrival time of the goods, independent of the Means of Transport the goods arrive with.
- 3.6. Notwithstanding OVET's other rights under the agreement, failure to provide such information or failure to provide correct or sufficient information, gives OVET the right to refuse the goods or, at the Principal's risk and expense, require at any moment that the goods are taken away from storage from the Terminal, to immediately stop loading or discharging operations or to take other measures (including disposal). OVET also has the right to refuse the goods in case the goods arrive in a damaged or defective condition.
- 3.7. OVET may, without being obliged thereto, take measures for treatment and handling as it may deem necessary for preservation or protection of the stored

- goods or of its own or other persons' goods or properties, all at the Principal's risk and expense.
- 3.8. Only the loaded or unloaded quantity of goods established after weighing or measuring by an agreed party is binding upon the parties. OVET may take samples at any moment and of any quantity for investigation at the Principal's expense. Differences in loading or in stored quantities are added to or deducted from (as the case may be) the charges due by the Principal to OVET as from the date the difference is stated. Sweepings, spillage and waste in connection with any stored or transshipped commodity are added to the quantity as weighed.
- 3.9. If the Principal sells or otherwise disposes of (part of) the goods under order, this does not release him of his previously assumed obligations to OVET until OVET has confirmed in writing to the Principal that it has accepted such transfer.
- 3.10. The Principal is obliged to immediately notify OVET in writing of transfer or passing of ownership of goods or transfer or passing of the right to take delivery of the goods, as the case may be.

Article 4 – Performance of the Services

- 4.1. OVET determines the order of sequence in which a Means of Transport will be loaded or unloaded and determines time and place for berthing or parking. The captain or driver accepts this place at his own risk.
- 4.2. OVET is entitled to have the Services carried out in whole or in part by staff and equipment of third parties as well as, at the discretion of OVET, with the help of the loading and unloading equipment and/or power of the Means of Transport to be made available by the Principal, in the latter case free of charge.
- 4.3. Unless otherwise agreed it is the Principal's obligation to prepare the Means of Transport and the goods to be loaded on or unloaded from it at its own risk and expense such that OVET is able to carry out the Services safely, in a responsible manner and without delay. It is the Principal's responsibility that all his Means of Transport (floating and rolling) are in conformity with general rules of safety and that the goods to be transshipped are suitable for the contracted operational method in general and for the use of grabs and/or mechanical / pneumatic loading and/or unloading in particular, and that winches on board are ready for use.
- 4.4. In case of refusal, suspension, interruption or termination of the Services, the Principal must ensure that the Means of Transport and relating items shall leave the Terminal upon OVET's first request, failure of which shall entitle OVET to take appropriate measures at the Principal's risk and expense.
- 4.5. The Principal shall see to it that all general directives and specific instructions given by OVET relating to the execution of the order, are duly observed.
- 4.6. Whilst the vessel is moored or waiting adjacent to the Terminal the Principal shall not without written consent of OVET undertake or have undertaken any loading or unloading activities on his own.
- 4.7. Unless otherwise agreed, the vessel is to vacate the discharge berth within ninety minutes after OVET completed the Services, which includes the

removal of the equipment of OVET. Should this period be exceeded, the costs of OVET and / or incurred by OVET will be charged.

Article 5 – Tariffs

- 5.1. All tariffs are in Euros unless otherwise agreed between the parties, excluding V.A.T., taxes and charges, levied by public authorities on particular goods, their transshipment and / or storage.
- 5.2. The tariffs are applicable for Services carried out on a berth or other place allocated by OVET and for sound, normally stowed, harmless and non-dangerous cargo, which is in every respect fit and accessible for discharge and loading, at normal speed, with equipment in use by OVET, without any impediment preventing a continuous discharge by OVET. Goods are to be suitable for grab and/or mechanical / pneumatic loading and/or unloading.
- 5.3. OVET is entitled to, in fairness, adjust the tariffs agreed, if after the conclusion of the agreement cost-increasing factors occur that are beyond the control of OVET, such as but not limited to (government) measures in the area of safety, quality, the environment and taxation aspects and marketing developments in the area of labor and energy that had not been taken into account upon entering the legal relationship with the Principal.
- 5.4. The tariffs do not include the costs of forwarding agents, supervision, sampling, custom formalities etc., unless agreed otherwise between the parties.
- 5.5. The tariffs for loading and discharging sea-going vessels are based on self-trimming bulk carriers, being single deck vessels for the carriage of dry bulk commodities, and / or other box shaped general cargo vessels without any obstacle in the holds. For any other type of Means of Transport, such as, but not limited to tweendeckers (dry cargo vessels), coasters, barges, push barges and lash barges, road trucks and trains, other tariffs apply.

Article 6 – Special tariffs

- 6.1. The agreed tariffs only apply during official working hours as stipulated in the agreement or order.
- 6.2. Special tariffs apply in the case of:
 - I. Overtime Services
Overtime is subject to the availability of the workforce (on voluntary basis of OVET employees). Services outside official working hours and during Dutch public holidays as mentioned in the agreement or order are considered overtime whereby for Services on Dutch public holidays a premium on the overtime tariffs is charged on top of the regular overtime tariffs.
 - II. Idle Time
The idle time incurred will be charged when operations are interrupted or delayed by causes beyond OVET's control such as:
 - a. Waiting for arrival and/or departure and / or the preparations to discharge or load (opening hatches, gas free certificate, waiting due to draft survey, de-ballasting, preparing for seaworthiness, pilots etc.) sea-going vessels, barge(s), coasters, road trucks and/or trains;
 - b. Weather circumstances;
 - c. any other factor beyond the control of OVET.

III. Reduced Turnover

If the parties agree to a time period within which the operations must be concluded an extra charge will be imposed when operations are delayed by a cause or causes beyond OVET's control. Causes considered to be beyond the control of OVET are amongst others:

- a. Restricted access through hatch coamings, tank openings, ullage / butterworth cover, manholes, etc.,
- b. Obstacles in holds / tanks, e.g. heating coils (except those in tankers), propellers, propeller shaft, Australian ladders, container fittings, dunnage, other cargo, open brackets, open bilges, bilge well covers, motorcar decks or any other obstacle,
- c. Part cargoes in holds, tween decks or tanks out of which part of the cargo has been discharged in other ports,
- d. Inaccessible, mixed and / or damaged cargoes,
- e. Delays as a consequence of improper separation and / or improper placement of cargo(es) and / or materials,
- f. Low production rate due to the specific product characteristics,
- g. Water or residues in the hold which have to be removed for whichever reason.

In such cases, OVET will inform the Principal or his representative as soon as possible. In all other cases where operations are delayed and extra Services are required, the real costs incurred will be charged.

IV. Separations

For the clearing up of an artificial separation OVET will charge a lump sum (the amount thereof to be agreed between the parties). This lump sum is applicable for a separation which is well placed, i.e. horizontal, flat and cargo underneath is properly trimmed. Upon request of the Principal and at the Principal's expense, OVET can coordinate and /or arrange the removal and the destruction of the separation material. The parties will have to agree on the costs to be charged to Principal.

V. Operations at a different discharge berth

When, at the request of the Principal, the operations of OVET are to be carried out at a berth which was not allocated by OVET, the extra costs of OVET will be charged to the Principal.

VI. Ice

When ice is obstructing the performance of the Services, the extra costs, including costs of possible ice-breakers, will be charged to the Principal.

VII. Heated cargo

In the case of cargoes being heated to such a degree that special measures have to be taken to prevent damage to storage facilities, discharge equipment and / or causing the discharging speed to be slowed down, a surcharge on the corresponding tariff is to be paid. This surcharge will be based on the loss of capacity and/or the extra expenses involved.

VIII. Operations on bags / bagging up and trimming

Bagging up and trimming can be arranged upon the Principal's request and expense. Cutting, blending and bundling of bags, if required, needs to be arranged by the Principal with OVET's planning department well in advance.

IX. Floating storage

All tariffs related to the reception, delivery and rent are only applicable to open silo and/or flat storage. Floating storage can be arranged upon request. Different charges apply.

X. Cleaning silos or sheds

When renting a silo or a shed a separate amount will be charged for cleaning. The amount depends on the nature of the product and the size of the silo or shed.

XI. Cleaning barges

If sweeping and/or washing of barges has to be performed by OVET the costs of this operation will be charged separately.

XII. Discharge of vessels fitted with open brackets

An extra charge will apply for the discharge of vessels fitted with open brackets.

XIII. Discharging ex holds

An extra charge will apply for the discharge ex holds of which cargo is difficult to access for the grabs or mechanical/pneumatic equipment.

XIV. Extra Services

Extra Services will be charged at a price to be agreed between OVET and the Principal.

XV. Labour costs

Extra labour costs will be charged separately.

XVI. Sweeping and cleaning

The Principal is responsible for all the costs related to the sweeping and cleaning of the Terminal and the Means of Transport and the disposal of waste resulting from the loading, discharging and storage of the goods.

6.3. A list of the special tariffs can be obtained from OVET upon request.

Article 7 – Payment Conditions

- 7.1. Unless otherwise agreed, payment is due within fourteen days after date of invoice, without the Principal having any right of deduction, counterclaim, suspension or set off against debts of OVET; delays bear interest of 1% per month or part thereof.
- 7.2. Delays in commencement, execution and / or completion of the order, regardless of the reason, do not release the Principal from his payment obligations, including those caused by such delays.
- 7.3. Costs for additional Services, such as those mentioned in article 1.3, are invoiced separately and are payable promptly upon invoice, unless the costs involved are part of the price of the contracted order.
- 7.4. Prompt payment also applies to charges for damage directly or indirectly suffered by OVET on account of defective Means of Transport (floating or rolling) used by or on behalf of the Principal.
- 7.5. Payment to OVET must be effected in the manner specified by OVET to the Principal. Payment to a(n) (alleged) representative of OVET shall not release the Principal from its payment obligations towards OVET.
- 7.6. Upon OVET's first demand, the Principal must provide OVET with an advance payment, a prepayment, an interim payment and/ or (sufficient)

- security that OVET deems adequate to cover all outstanding invoices / claims by OVET against the Principal, now and in the future.
- 7.7. All outstanding invoices / claims of OVET shall become immediately payable if and as soon as the Principal or its representative applies for an administration order, files a bankruptcy petition, is declared bankrupt, ceases its activities in whole or in part or transfers them to third parties, or loses control of its assets in whole or in part due to attachment or similar measures.
- 7.8. OVET has a lien and a right of retention on all goods, documents and funds OVET holds or will hold for whatever reason and for whatever purpose, towards anyone requesting delivery thereof, for all claims OVET has or may have in future on the Principal and / or owner. OVET may also exercise such rights for all amounts the Principal still owes OVET in connection with (an) earlier legal relationship(s) or (a) previous assignment(s).
- 7.9. OVET shall regard anyone who entrusts goods to OVET on behalf of a Principal for performance of Services as the Principal's agent for the purpose of creating a lien and a right of retention on such goods.
- 7.10. Failure of (timely) payment of OVET' invoices / claims shall constitute an automatic increase of the amount of the outstanding invoices / claims by 15% to cover judicial and extrajudicial costs incurred by OVET for the collection of the amount, unless the real costs are higher, in which case OVET is entitled to the higher amount.

Article 8 – Termination, suspension and interruption, general provisions

- 8.1. In case circumstances occur in which it is unfair to expect that OVET continues the performance of the agreement or the order, such as but not limited to Force Majeure (article 10.5), OVET has the right to terminate the agreement or the order without becoming liable for costs or damages as a result.
- 8.2. Notwithstanding OVET's other rights under the agreement, including the right to claim damages from the Principal, any breach of the Principal's obligations constitutes a right of OVET to terminate the agreement or order, and / or suspend or interrupt the Services, with immediate effect, without the requirement of a prior (written) notice of default and without the Principal being entitled to claim any damages or costs from OVET.
- 8.3. OVET has the same rights as mentioned in article 8.2 in case of non-compliance by the Principal with article 7.6 or occurrence of a situation as mentioned in article 7.7.
- 8.4. In case an agreement or an order is terminated in accordance with this article 8, the Principal and OVET shall settle the amounts due for the work carried out up to that moment without prejudice to the right of each of them to claim damages from the other with due observance of the provisions in these Standard Terms and Conditions.

Article 9 – Termination of storage

- 9.1. The Principal shall collect the goods (or have them collected) before the last day of the agreed period of storage or, in case of a termination of the agreement, within 15 days after such termination, whichever comes first. In

case of storage for an indefinite period of time OVET may serve written notice to the Principal to have the goods removed from storage with a minimum term of 15 days to be observed. The Principal is obliged to pay all outstanding invoices before final collection/removal of its goods, including outstanding invoices for which the payment term has not elapsed yet.

- 9.2. In all cases the Principal is liable for all costs and damages caused by any delay.
- 9.3. If the Principal does not remove the goods, or have the goods removed, in a timely manner, OVET is empowered to have the goods removed and have them stored elsewhere, all for the account and risk of the Principal.
- 9.4. Furthermore, the Principal is deemed to have voluntarily and unconditionally waived his right of ownership of the goods (surplus, if any, included) in favour of OVET if he fails to remove the goods within the time as agreed or served upon him. OVET is entitled – at its own and sole option – to dispose of the goods and pay the proceeds, if any, to the Principal minus costs incurred.
- 9.5. Upon termination of the storage or of the agreement (whichever may be the first) the storage space and its immediate surroundings will be cleaned from all remains including sweeping, spillage and waste, for the account of the Principal. Removal of such remains from the Terminal will be added to the goods in storage or be removed by the Principal latest on the date of termination or, failing this, by OVET, who is then entitled to freely dispose of the remains, all for Principal's account. In the latter case the Principal will make an advance payment or provide adequate security.

Article 10 – Force Majeure and limitation of liability

- 10.1. OVET's legal liability for the goods which are the subject of its Services, as far as not already excluded pursuant to these Standard Terms and Conditions, commences when the arriving goods leave the Means of Transport and terminates when those goods are loaded again into the Means of Transport.
- 10.2. Handling and / or storage of goods is at the sole risk of the Principal. Unless in the case of gross negligence or willful misconduct of OVET's senior management (*bestuurders*), to be proven by the Principal, OVET is not liable for any damage to or loss of the goods caused by OVET's performance of the Services i.e. any breach of OVET's obligations under the agreement, for loss of weight or quality, contamination or the presence of alien objects in the goods, or for damage caused to other cargo on board the Means of Transport being loaded or unloaded. This applies also in the case of damage to the goods, which is, wholly or partly, attributable to the nature of the goods or to the customary working methods applied.
- 10.3. Notwithstanding any other stipulation of these Standard Terms and Conditions, in any event the maximum liability of OVET shall not exceed € 5000 per event or € 25000 in the aggregate under an agreement, unless the liability is a result of OVET's senior management's (*bestuurders*) gross negligence or willful misconduct. Any payment by OVET under this clause implies fault or liability only if and to the extent explicitly acknowledged by OVET.
- 10.4. OVET shall never be liable for consequential and/or immaterial damage (including but not limited to loss of profits, loss of revenue, lost savings, costs

of delay, loss of business or business opportunities, loss of or damage to data, loss of production (capacity), cost of repairing a loss caused by defect product or other economic damage) incurred by the Principal, unless the liability is a result of OVET's senior management's (*bestuurders*) gross negligence or willful misconduct. Loss of dispatch money and demurrage of any Means of Transport are deemed consequential damage under this clause.

- 10.5. OVET shall never be responsible or liable for failure to perform its obligations under an agreement nor indemnify the Principal for damages or costs, including but not limited to the costs of delay, costs of demurrage and of recovery thereof, caused by or due to Force Majeure, meaning any circumstance beyond OVET's control, including but not limited to war, riots, government or any other public authority interference, sabotage, strikes (organized or unorganized), lockouts and other labour unrest, burglary, fire and explosions, nuclear reaction, failure of energy and / or water supply, failure of computerized systems, high or low tide, or excessive weather circumstances, regardless whether such causes or circumstances could have been foreseen at the time the agreement was entered into.
- 10.6. Breakdown and repair/replacement of OVET's equipment and / or other appliances – at the sole judgement of OVET whether and when necessary – is deemed to be Force Majeure.
- 10.7. The non-availability of a berthing or parking place upon arrival of floating or rolling transport equipment is deemed to be Force Majeure.
- 10.8. All equipment deployed by OVET is used at the Principal's risk. OVET assumes liability for damage to the goods only if caused by proven lack of maintenance or inadequate repairs as per public safety and technical inspection standards.
- 10.9. Any claim for alleged damage against OVET under these Standard Terms and Conditions must be submitted in writing to OVET prior to departure of the Means of Transport, the goods or the person(s) involved, whichever occurs first, failing which any claim against OVET shall be barred. In any case, any claim against OVET will become time-barred unless a summons to appear before the Court of Middelburg has been served to OVET within twelve months after the event that has given rise to such claim occurred.
- 10.10. All exclusions and limitations of liability under these Standard Terms and Conditions apply likewise to all subcontractors of OVET engaged by OVET in the execution of an order or agreement. The Principal shall not file a claim of damages on any account whatsoever, other than against OVET, such by exclusion of claims against any person in the employment of OVET or its subcontractors.

Article 11 – Principal's liability

- 11.1. It is at the Principal's risk if the goods, Means of Transport and / or persons involved leave the Terminal without prior inspection by the Principal.
- 11.2. The Principal is liable for and shall hold harmless, indemnify and protect OVET from and against any claims resulting from the Principal's breach of any provision under an agreement and / or these Standard Terms and Conditions. In case of termination of an agreement or suspension or interruption of the Services, caused by the Principal, for example in the event

of a situation as mentioned in article 7.6, 7.7, 8.2 and 8.3, the Principal is liable for all costs and damages caused.

- 11.3. The Principal is also liable and shall hold harmless, indemnify and protect OVET from and against any claims by whatever name concerning, but not limited to customs duties or similar duties and charges, fines, expenses and interest, including import duties, excise duties and expenses for removal and destruction referring to or in connection with goods that OVET holds, has held or will hold by virtue of the Services resulting from any type of local, governmental or EU- regulation.
- 11.4. Moreover, the Principal is liable and shall hold harmless, indemnify and protect OVET from and against any claims by whatever name, from whichever person, legal or private, with respect to the goods, based on or concerning local, national or supranational regulations and legislation such as, but not limited to:
 - The (EC) Regulation No. 1907 / 2006 of 18 December 2006, concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH);
 - The Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act (*Wet Ketenaansprakelijkheid*);
 - The Act on Environmental tax base, specifically related to the tax on coal (*Wet belastingen op milieugrondslag / kolenbelasting*);
 - The CDNI-convention (*Scheepsafvalstoffenverdrag*);
 - The BLU-code (Bulk loading and unloading code);
 - National and international legislation regarding waste and the transport of waste, such as (EC) regulation 2024/1157 on shipments of waste.
- 11.5. The Principal shall also hold harmless, indemnify and protect OVET from and against any claims with respect to losses or damages filed against him and / or OVET by a third party, which results from the Principal's contract with such third party. When so requested by OVET, the Principal and OVET shall act as co-defendants.

Article 12 - Sanctions

- 12.1. The Principal represents and warrants that its shareholders with voting rights in excess of five percent (5%) and its directors are not Sanctioned Persons.
- 12.2. The Principal represents and warrants that its transactions involving the goods as handled by OVET pursuant to any agreement or order shall not involve Sanctioned Persons and/or Embargoed Countries and shall fully comply with Sanctions as may be applicable.
- 12.3. If the Principal's transactions involving the goods as handled by OVET pursuant to the agreement or order require any licenses and/or authorizations pursuant to Sanctions, the Principal shall immediately notify OVET thereof. The Principal is responsible for obtaining such licenses and/or authorizations and shall provide OVET with copies thereof. Notwithstanding the existence of such licenses and/or authorizations, OVET shall be entitled to refuse its cooperation with such licensed or authorized transactions at its own discretion.

- 12.4. The Principal agrees to promptly provide notice to OVET if, at any time during an agreement, he becomes aware of any breach or potential breach of Sanctions, including but not limited to article 12.1 and 12.2 above, connected with the performance of an agreement or order involving the goods.
- 12.5 Failure by the Principal to comply with the provisions of this Article 12 shall be deemed a material breach of the relevant agreement and grounds for OVET's termination thereof without liability to OVET and in addition to any other rights of OVET in relation to the Principal's default hereunder.
- 12.6 Notwithstanding the Principal's obligations under this Article, OVET has a vetting policy in place to screen vessels, agents, shipowners and other named participants directly or indirectly involved in the goods in relation to which Services are (requested to be) provided by OVET, based on which OVET is entitled to reject performance of an agreement and/or Services under it without liability to OVET.

Article 13 - Export Controls

- 13.1. The Principal represents and warrants that the goods handled by OVET pursuant to any agreement or order are not subject to Export Controls restrictions.
- 13.2 If, by way of exception to clause 13.1, the goods are subject to Export Controls restrictions, the Principal shall:
 - a. immediately inform OVET thereof in writing, and;
 - b. immediately provide OVET with all relevant information concerning the regulatory status of the goods under applicable Export Controls, such as, but not limited to, the relevant Export Controls compliance number, and;
 - c. be responsible for obtaining such licenses and authorizations as are required for its transactions involving the goods as handled by OVET pursuant to this agreement or order, and, in a timely manner and at no cost to OVET, provide OVET with copies thereof, including the applicable export license number and license as well as any applicable license exemptions and handling or distribution restrictions.
- 13.3. Notwithstanding article 13.2 above, OVET is entitled to refuse its co-operation with any Principal transactions involving goods subject to Export Controls restrictions in its own discretion.
- 13.4. The Principal agrees to promptly provide notice to OVET if, at any time during an agreement, he becomes aware of any actual or potential, past or present non-compliance with his obligations under article 13.2.
- 13.5 Failure by the Principal to comply with the provisions of this Article 13 shall be deemed a material breach of the relevant agreement and grounds for OVET's termination thereof without liability to OVET and in addition to any other rights of OVET in relation to the Principal's default hereunder.

Article 14 - Compliance with Laws

- 14.1. The Principal represents and warrants that, in the performance of the Services and any order, it and all of its affiliates, directors, officers, employees and sub-contractors will comply with all applicable laws, rules, regulations and similar

instruments including relating to anti-bribery and corruption, anti-money laundering and competition law. For the purpose of clarity:

- a. the Principal, his directors and employees, and anyone acting on their behalf, have not paid and will not pay, any bribe or given any payment or benefit to any person in order to influence any person improperly;
 - b. the Principal, his directors and employees, have not solicited or received any payment or benefit and will not solicit or accept any payment or benefit in connection with acting improperly;
 - c. the Principal, his directors and employees, and anyone acting on their behalf, will not make any payments, or offer any benefits to any public official, and no public official has received, or will, directly or indirectly, receive any advantage or benefit as a consequence of the Services and/or any order, except for payments or benefits which are authorized or permitted by written applicable law.
- 14.2. The Principal agrees to promptly provide notice to OVET if, at any time during an agreement, he becomes aware of any breach or potential breach of compliance, connected with the performance of an agreement or transactions involving the goods and/or the Services.
- 14.3. The Principal will not delegate any right or obligation under an agreement or otherwise engage any sub-adviser or agent in relation to the Services, without the prior written approval of OVET, and, if obtained OVET's approval, will ensure that any such engagement is set out in a written agreement which incorporates all material terms of this clause regarding conduct, compliance, confidentiality and representations and warranties, and that OVET shall be a third party beneficiary of, and entitled to enforce, such provisions.
- 14.4. The Principal has established processes and maintains policies and procedures to prevent non-compliance with regulations outlined in article 14.1, 14.2 and 14.3.
- 14.5. The Principal shall maintain adequate records in order to document and verify his compliance with the above sections. If OVET reasonably believes or suspects that the Principal is in breach of his representations and warranties, and in any case of this Article 14, the Principal shall allow OVET to audit, access and take copies of such books and records of the Principal as may be reasonably required in order to verify compliance with his representations and warranties under any agreement and these Standard Terms and Conditions, and specifically this Article 14, and the Principal shall provide OVET with all reasonable co-operation, access and assistance in relation to such audit.
- 14.6. The Principal agrees to indemnify OVET and its affiliates for any and all costs, penalties, fines, claims, damages, and OVET's attorney's fees and expenses arising out of or caused by any non-compliance of the Principal with Article 12 (Sanctions), Article 13 (Export Controls) and Article 14 (Compliance with Laws). The Principal also waives all rights of recourse against OVET and its affiliates for any such event.

Article 15 – Applicable law, jurisdiction and language

- 15.1 Dutch law governs all legal relationships between OVET and the Principal. Disputes under or in connection with these legal relationships shall be tried

exclusively by the Court of Middelburg or, at OVET' choice, in another Court of Law having jurisdiction at the place of establishment of Principal.

- 15.2 These Standard Terms and Conditions are in the English language. In case of any discrepancy between the English text and a translation, the English text shall prevail.
