

## GENERAL TERMS AND CONDITIONS OF SPECIALISED TANKER SERVICES BV (STS BV)

### Definitions

STS BV	Specialised Tanker Services BV
Principal	The party who instructs STS BV to provide services
Services	Operations, provision of services and supply of materials

### 1 – Applicability

- 1.1 These conditions are applicable to the carrying out of operations, the provision of all services and/or the supply of materials by STS BV on board a ship and/or in relation to any ship which is berthed or at quays, jetties, floating docks, buoys, dolphins and/or pontoons as well as any ship which in any way will be or is connected with a ship which is berthed alongside a ship.
- 1.2 Applicability of any terms and conditions used by or on behalf of the Principal and/or (the owner of) a ship is explicitly rejected.
- 1.3 These terms and conditions are explicitly also applicable on behalf of any subcontractor of STS BV.

### 2 – Responsibility of the Master of the Ship

- 2.1 The Master of the ship (hereinafter to be referred to as "the Master") should take care that he and all other persons on board whilst on board the ship carefully follow all rules, regulations formalities, measures, checklists and directions given and/or to be given by or on behalf of the authorities and/or STS BV.
- 2.2 The Master should take care that all agreements made between STS BV and persons on board the ship are carefully observed.  
All services on board of the ship relative to the ship and/or the cargo are to be executed under surveillance of the Master, also if such services are provided by STS BV.
- 2.3 All services will be provided under the Master's responsibility and for account and risk of the Principal, the Master and the owner of the ship and not for account and risk of STS BV.

### 3 – Validity of agreements

- 3.1 All agreements between STS BV have to be in writing and are only valid after written confirmation by STS BV or, if it is not possible for STS BV to confirm the agreement on beforehand, as of the beginning of the execution of the agreement by STS BV.

### 4 - Commencement and progress of services

- 4.1 All Services are provided and/or carried out by STS BV and/or its subcontractors.
- 4.2 STS BV has the right to terminate any agreement if, for whatever reason, Services cannot commence within 6 hours after STS BV has confirmed the agreement in writing.
- 4.3 STS BV has the right to terminate any agreement if, for whatever reason, Services have to be discontinued for more than 6 hours.

### 5 - Costs of services

Services ordered from STS BV by the Principal, the owner and/or the Master or one of the other persons on board the ship are delivered and/or carried out and/or provided against STS BV's current tariffs.

### 6 – Liability

The ship is berthed for her own account and risk. The owner of the ship is liable for damage, loss, fines and/or costs or any other disadvantage incurred by STS BV and/or its personnel and/or third parties, caused by the ship and/or by actions and/or negligence of persons on board the ship.

Without prejudice to what has been stipulated elsewhere in these conditions, STS BV shall not be liable for damage, loss, claims of third parties, fines and/or costs, arisen in any way whatsoever, unless evidence is produced that such damage, such loss, such claims of third parties, such fines and/or costs has/have been caused by willful intent or gross negligence of STS BV.

STS BV shall never be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation.

## 7 - Limitation of liability

These conditions leave unimpeded the limitation(s) of liability of the ship as settled by or by force of law or convention in those cases, where the ship can invoke such limitation.

Without prejudice to what has been stipulated elsewhere in these conditions, the liability of STS BV is limited to material damage and such to a maximum of € 1,000,000.= (ONE MILLION EURO) per any one event or sequence of events arising from one and the same cause.

## 8 - Compliance with obligations

- 8.1 The owner of the ship is liable for all consequences of non-compliance with any obligation resting on him respectively on persons on board the ship including the obligations in relation to these conditions and/or any agreements made between the Master or other persons on board and STS BV.
- 8.2 STS BV is entitled to interrupt (have interrupted) loading respectively discharging when - within the discretion of STS BV - on board the ship rules, regulations etc. as well as the agreements defined in these terms and conditions are not or insufficiently complied with.

## 9 - Indemnity

- 9.1 Without prejudice to what has been defined elsewhere in these conditions, the owner of the ship is bound to hold STS BV harmless against all claims lodged against it by third parties - cargo interests included – in case of damage suffered by them as a result of or in connection with services provided by STS BV, its personnel, and/or as a consequence of non-compliance by persons on board with the obligations in relation to these conditions and/or the agreements made between them and STS BV.
- 9.2 The owner of the ship will also hold STS BV harmless against all claims lodged against it by third parties - persons on board and vehicle interests included - on account of death, injury, damage, loss, fines, costs or any other harm incurred relating to what has been defined in these terms and conditions.

## 10 - Payment

- 10.1 All costs, indemnifications and all other amounts owing to STS BV on account of these conditions, agreements made or for whatever other reason (including –without limitation- extraordinary expenses, extra wages, taxes, duties, levies, fines, interest etc.) shall be payable on expiry of the term of payment.
- 10.2 The Principal, the Master and the owner of the ship are jointly and severally liable for payment of all amounts due to STS BV, unless otherwise agreed in writing.

- 10.3 If the amounts due to STS BV are not paid before or on the expiry date of the term of payment, STS BV shall have the right to charge the legal interest according to Article 6:119a Dutch Civil Code (*Burgerlijk Wetboek*).
- 10.4 Payments on account shall be regarded to have been made in the first place in reduction of ordinary debts, regardless of whether other instructions were given on payment.
- 10.5 If in case of overdue payment the debt is collected by judicial or other action, the amount of the debt shall be increased by 10% administrative costs, while the judicial and extrajudicial costs shall be for the account of the Principal, the Master or the owner of the ship, up to the amount paid or due by STS BV.
- 10.6 The payment term is 30 days after the invoiced date.

## 11 - Applicable law and competent court

- 11.1 Dutch law shall govern these conditions and the legal relationship between STS BV and the Principal, Master and/or the persons on board the ship and/or the owner of the ship.
- 11.2 Claims against STS BV shall be submitted for adjudication to the Court of Amsterdam.
- 11.3 STS BV has the right to submit claims against the Master and/or persons on board the ship and/or the owner of the ship and/or anyone else for adjudication to the above mentioned Court as well as to any other competent Court, in particular to the Court of Law having jurisdiction at the place where the person is situated against whom STS BV wishes to institute the relevant claim.

## 12 – Time bar

Any claim against STS BV shall be time-barred if the claim is not made by written and reasoned notice presented to STS BV within three months commencing from the day the claimant was aware, or could reasonably have been aware, of the facts on which its claim is based.

## 13 - Registration, language and nullity

These conditions have been filed with the Registrar of the Chamber of Commerce Amsterdam (*Kamer van Koophandel Amsterdam*)

These terms and conditions are drawn up in English.

Should any of the sections of these conditions be or become invalid and/or be declared null and void, then the validity of the other sections shall not be affected thereby.