

GENERAL TERMS AND CONDITIONS SHIPS INK. B.V.

1. DEFINITIONS

1. **“Vendor”** shall mean Ships Ink B.V., registered at the Dutch Trade Register under number 63687496;
2. **“Purchaser”** shall mean the person or entity placing an order in respect of Goods or Services and where such person acts as agent of or otherwise for a third party (**“the Principal”**);
3. **“Goods”** shall mean any and all items offered and/or supplied by the Vendor to Purchaser, mainly concerning printer consumables;
4. **“Services”** shall mean any and all services offered and/or supplied by the Vendor to Purchaser in regards to the Goods;
5. **“Vessel”** shall mean the vessel or vessels to which Goods or Services are supplied by Vendor or on which Goods are intended to be used by the Purchaser;
6. **“Agreement”** shall mean any agreement between a Vendor and a Purchaser pursuant to which Goods or Services are supplied or are intended to be supplied. Each order (as accepted by Vendor) forms an Agreement between the relevant parties;

2. GENERAL

1. Unless otherwise expressly agreed in writing the following conditions shall apply to all Framework Agreements, Agreements, orders and deliveries. They shall be deemed to be incorporated into all Agreements for the sale of Goods and/or services by Vendor, whether the Agreement is concluded directly or through an agent. Any conflicting purchasing

conditions (or similar) of the Purchaser shall be deemed to have been rejected by the Vendor unless expressly accepted in writing.

2. Vendor’s core business is the sale of printer consumables. Vendor sells its Goods as part of a Framework Agreement as well as on an occasional basis. These conditions apply to both situations.

3. ORDERS AND DELIVERIES

1. In the event that there is no Framework Agreement between Purchaser and Vendor, the Purchaser must send an inquiry to Vendor after which the Vendor shall provide the Purchaser an overview of its Goods and the prices. Purchaser may place an order based on the received overview after which the Vendor may confirm the order. The Purchaser shall communicate as soon as reasonably practicable to the Vendor his order or orders.
2. If Vendor accepts the Purchaser’s order, it will issue a confirmation that it can fulfil the order completely or that it will only fulfil part of the order. Vendor is under no obligation to accept any orders. The confirmation may also specify delivery charges. The order confirmation shall be considered to be expressly agreed between the parties. Vendor is not responsible for errors and deficiencies in an order confirmation that have not been notified to Vendor within one day after receipt of the order confirmation
3. Provided the prevailing circumstances reasonably permit, the Vendor shall supply

and deliver to the Purchaser the Goods or Services as ordered at the time and place stipulated by the Purchaser insofar as the Vendor has agreed to do so and such Goods or Services are available at the agreed port or port-area.

4. The delivery date and period which Parties have agreed upon are merely indications and cannot be considered to be final deadlines. Failure to deliver on the agreed date or within the agreed period will not constitute a breach of the Agreement.
5. The Vendor's responsibility and risk for transport of the Goods shall end once the Goods have been delivered with the agreed location or the agreed forwarder and/or agent ("Point of Delivery"). The cost of transportation of Goods to the Point of Delivery shall be agreed in advance or otherwise charged at cost to the Purchaser.
6. If delivery is requested outside the normal hours of the agreed port or port-area or on Saturdays, Sundays or religious or national or legal holidays, expenses incidental to such delivery shall be payable by the Purchaser as additional costs. Transport Costs shall be invoiced and payable by the Purchaser.
7. The Goods shall be deemed delivered on the arrival of the Goods at the Point of Delivery. The responsibility, cost and risk of unloading the delivery vehicle(s) and delivering on board are for account of the Purchaser. Risk in the Goods (but not property therein) shall, in all respects, pass to the Purchaser upon delivery.
8. The Purchaser shall pay to the Vendor any costs or expenses incidental to any waiting period beyond a reasonable time.
9. All orders and receipt notes will be signed by the master or his authorised representative.

Where the Vendor is requested to deliver Goods other than to the Vessel responsibility rests with the Purchaser to ensure that the person responsible for accepting delivery gives a full and proper receipt for the Goods delivered. Signed receipt by that party shall constitute acceptance of delivery by and to the Purchaser.

4. CLAIMS AND LIABILITY

1. By taking delivery of the Goods and signing the accompanying receipt-note, the Purchaser shall be deemed to have approved and accepted the Goods in every respect, unless the defect is hidden in which case paragraph 2 of this section will apply.
2. Any claims with regard to the conformity or quality of the delivered Goods must be notified in writing to the Vendor within 8 days from delivery and in the absence of such notification the Purchaser shall be deemed to have approved and accepted the Goods in every respect. Where a claim is made in accordance with the provisions of this paragraph and where such claim is accepted by the Vendor the Purchaser shall be entitled to a replacement of the Goods or refund of the price of the affected Goods upon inspection of said goods by the Vendor or as otherwise agreed in writing by the Parties.
3. In the event of a claim pursuant to paragraph 2 the Purchaser shall be required to prove that, since delivery, the Goods were continuously handled, treated and stored by the Purchaser as a prudent administrator in keeping with the nature of the Goods and their propensity to deteriorate and that any alleged deficiency is not attributable to the Purchaser's fault or negligence. The Purchaser shall be required to

make the Goods under claim available for inspection.

4. Any damages/compensation shall be strictly limited to a refund of the price paid to or charged by the Vendor for the affected Goods or Services. The Vendor shall not under any circumstances whatsoever including the Vendor's negligence be liable for any claim for consequential loss, damage or injury arising out of the supply, or late supply or failure to supply, of any Goods or Services. The Vendor shall not be liable for the financial consequences arising from any delay to the Vessel or any period that the Vessel may be off-hire or otherwise unable to earn.
5. Any complaint by the Purchaser with regard to the Vendor's invoice will be absolutely barred unless lodged in writing by the Purchaser with the Vendor at the Vendor's usual business address within 8 days of delivery of the invoice.
6. Any and all claims of whatever nature will be time-barred by the mere expiry of one year after the date of delivery.

5. PAYMENT

1. Vendor shall send its invoices through means of digital communications.
2. The Purchaser shall pay the invoiced amount or amounts in the currency stipulated within 30 days after receiving the invoice through online bank transfer.
3. Purchaser shall not be entitled to withhold payment of any sums after they have become due in the ordinary course for payment by reason of any claim, right of set-off or counterclaim which the Purchaser may allege or for any reason whatsoever.
4. Regardless of any allocation stipulated by the Purchaser upon making any payment, the

Vendor shall be entitled to apply payments received from the Purchaser in any way that it considers appropriate, including allocation firstly to interest that has accrued in accordance with the law or costs incurred in accordance with paragraph 5.

5. The Vendor shall be entitled to recover from the Purchaser any and all costs and/or expenses which may be incurred by the Vendor in recovering or seeking to recover from the Purchaser any overdue or unpaid sums whether or not formal legal steps (including but not limited to the arrest of a Vessel) have been undertaken. Such costs include both internal costs and costs and expenses incurred to external advisers, lawyers or debt collectors instructed for such purpose. Such costs shall be payable by the Purchaser to the Vendor upon demand on a full indemnity basis and may be included in the claim for which a Vessel is arrested.
6. Where the Vendor has granted credit to the Purchaser and the Purchaser is in default in payment of any sums due by the Purchaser the Vendor shall be entitled to give immediate notice of the withdrawal of credit, entitling the Vendor to treat all unpaid charges for Goods and Services provided to the Purchaser as due for immediate payment. Interest shall accrue on such sums from the date of the notice, and the Vendor shall be entitled to take immediate legal action to recover the sums due.
7. Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the Vendor until the Vendor has received payment of the full price of (a) all Goods and/or Services the subject of the Agreement and (b) all other Goods and/or Services supplied by the Vendor to the

Purchaser under any agreement whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other agreements between the seller and the buyer.

6. FORCE MAJEURE

1. If the Vendor is unable to make delivery, or to make delivery in good time, owing to force majeure (which shall include all or any circumstances or conditions for which the Vendor cannot be held responsible and as a consequence whereof it is not reasonably possible to make delivery in good time or at all, including war, non-availability of vessels, lorries or other means of transport, uproar, labour unrest, accidents, government measures banning import or export of goods, computer breakdowns, technological errors, strikes, and other acts of God) then the Vendor's obligation to deliver shall cease or if appropriate be suspended for the duration of such force majeure.

7. WARRANTY

1. Vendor warrant that all goods concerning print supplies are of good quality and free from material defects in design, materials and workmanship.
2. If the print supplies are in breach of the warranty in the previous paragraph, in order to make a claim under the warranty, the Purchaser must notify Vendor in writing within a reasonable period of time following discovery of the breach and no later than within one month after the delivery of the relevant Goods. Upon receipt of such written notification, Vendor shall, at its sole discretion, either: (i) rectify the

breach of warranty; (ii) deliver substitute products; or (iii) reduce the price of the Goods proportionally. Except as provided by this paragraph, the Purchaser shall, to the maximum extent permitted by law, have no further rights or claims in respect of a breach of warranty.

8. ASSIGNMENT AND SUBCONTRACTING

1. Vendor may subcontract any of its obligations under an Agreement to any third party.
2. Neither party to an Agreement or Framework Agreement may assign or transfer all nor any of its rights or obligations under that Agreement or Framework Agreement without the prior written consent of the other party.

9. SEVERABILITY

1. If any provision of this Agreement or the Framework Agreement proves null and void, invalid or unenforceable, the other provisions shall remain in full force, except where, in view of the scope and the purpose of this Agreement or the Framework Agreement, the other provisions are inseparably linked to the provision(s) that is/are null and void or unenforceable. In that case the parties shall replace the invalid provision by a legally valid provision in accordance with the purpose and the scope of said agreement, such that the new provision shall approximate the invalid provision as much as possible.

10. APPLICABLE LAW AND JURISDICTION

1. These Conditions and all agreements entered pursuant to these Conditions shall be subject to the laws of the Netherlands.
2. The United Nations Convention on Contracts for the International Sale of Goods (Vienna

UNCITRAL Convention on International Trade Law, also known as the Vienna Treaty) is excluded from application.

3. Unless stipulated otherwise in a Framework Agreement, all and any disputes between parties arising from or directly or indirectly relating to the Agreement and/or the Framework Agreement, even where regarded as such by only one of the parties, shall be resolved only by means of arbitration in Rotterdam in accordance with the arbitration regulations of TAMARA (available at www.tamara-arbitration.nl).