

GENERAL TERMS AND CONDITIONS FOR HIRE OF TEMPORARY (OFFSHORE) LIVING QUARTERS AND OTHER EQUIPMENT, PROVISION OF SERVICES AND SALE OF GOODS

1. Definitions

"AFFILIATE"	shall mean any entity controlled, directly or indirectly, by a company, any entity that controls, directly or indirectly, such company, or any entity directly or indirectly under common control with such company. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person;
"All Risk Insurance"	has the meaning given in Clause 10.3.;
"Carrier"	shall mean the person(s) or company / companies who transport(s) the Hire Product from the Owner's Yard to the Hirer's Location and back from the Hirer's Location to the Owner's Yard, whether contracted by the Hirer or the Owner;
"Clause"	shall mean a clause or sub clause of these Conditions;
"Consequential Loss"	shall mean: (i) consequential or indirect loss under the law of the Netherlands; and (ii) loss and/or deferral of production, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (i), and whether or not foreseeable at the effective date of the Contract;
"Conditions"	shall mean these General Terms and Conditions for Hire of Temporary (Offshore) Living Quarters And Other Equipment, Provision Of Services And Sale Of Goods;
"Contract"	shall mean the contract entered into between the Hirer and the Owner regarding the hire of the Hire Product and, if applicable, the sale of Goods and the provision of Services. The Contract consists of the Owner's Offer, the Conditions and any other documents explicitly agreed to between the Parties in the Owner's Offer;
"Contractor"	has the meaning given in Clause 6.4.;
"Day"	shall mean 24 hours unless otherwise specified in the contract;
"Defect"	shall have the meaning given in Clause 23.2.3;
"Delivery"	shall have the meaning given in Clause 4.1;
"Goods"	shall have the meaning given in Clause 23.1.;
"Goods Delivery Date"	shall mean the date on which the Owner installed the Goods at the Hirer's Location or the date on which the Goods were received by Hirer, whichever date is earlier;
"Hire"	shall mean the remuneration to be paid by the Hirer to the Owner for the hire of the Hire Product;
"Hire Period"	shall mean the period between Delivery and Redelivery as agreed in the Contract;
"Hire Product"	shall mean any and all material, equipment and units, including but not limited to the Temporary (Offshore) Living Quarters, Mess room, Changing Room, Office, Galley, Locker, etc., all as specified in the Owner's Offer hired by Hirer from Owner;
"Hirer"	shall mean the company, firm, person, corporation or public authority, its successors, Affiliates, employees, agents and representatives hiring the Hire Product from the Owner;
"Hirer Group"	shall mean the Hirer, its other contractors and its client, its and their respective Affiliates and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the Owner Group;
"Hirer's Location"	shall mean the place where the Hirer and the Owner agree that the Hire Product will be used and / or located or stored by the Hirer;
"Hirer's Taxes"	has the meaning given in Clause 18;
"Latent Defect"	A hidden defect that cannot be found by a competent surveyor carrying out a comprehensive and detailed technical pre-delivery survey;
"Owner"	shall mean HMM BV– Willeskop 94, 3417 ME Montfoort, The Netherlands;
"Owner Group"	shall mean the Owner, its subcontractors (of any tier) and their Affiliates, its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the Hirer Group;
"Owner's Offer"	shall mean the written and signed offer issued by the Owner to the Hirer in which the Hire Product and other Services / Goods to be provided by the Owner to the Hire (if any) are specified;
"Owner's Yard"	shall mean the place where the Hire Product is stored by the Owner.
"Party"	shall mean either the Owner or the Hirer;
"Parties"	shall mean both the Owner and the Hirer;
"Place Of Handover After Delivery"	shall mean any place at which the Hirer and the Owner agree that the Hire Product will be handed over to the Hirer after Delivery has taken place at the Owner's Yard;
"Place Of Handover Prior To Redelivery"	shall mean any place at which the Hirer and the Owner agree that the Hire Product will be handed over to the Hirer prior to Redelivery at the Owner's Yard;
Redelivery	shall have the meaning given in Clause 4.1.;
"Services"	has the meaning given in Clause 22.1.;
"Third Party"	shall mean any party who is not a member of the Owner Group or the Hirer Group;
"Warranty Period"	shall have the meaning given in Clause 23.2.2.;



2. General

These Conditions apply to all Contracts entered into between Owner and Hirer. Owner rejects the applicability of any general conditions (including any arbitration clause) that the Hirer may use or declare applicable. No changes to the Conditions are valid, unless agreed to in writing by a director or an authorized representative of Owner. If any of the Conditions contradict or conflict with a written agreement between Hirer and Owner which has been signed on behalf of both Parties or with the Owner's Offer, the written agreement or Owner's Offer will prevail.

3. Offers and availability

1. A Contract comes into existence by the acceptance by the Hirer of an Owner's Offer. Any offer for the hire of the Hire Product made by Owner is always subject to the availability of the Hire Product at the time of receipt by Owner of the acceptance of the Owner's Offer by the Hirer. Therefore, if the Hire Product is no longer available at the time an Owner's Offer is accepted by Hirer, no Contract (or any other contract) will have been concluded between the Owner and the Hirer and the Owner will not be obliged to deliver the Hire Product to Hirer.

2. Any date given by Owner for the delivery of the Hire Product to the Hirer is an estimate only and does not oblige Owner to actually deliver the Hire Product on that date.

3. All of the Owner's Offers, estimates, offers or quotations exclude Value Added Tax. The Owner reserves the right to increase quoted, offered, estimated and or invoiced rates and charges by an amount equal to the Value Added Tax payable and required to be paid.

4. Hire Period

1. The Hire Period commences at the moment that the Carrier commences loading the Hire Product at the Owner's Yard ("Delivery") and ends at completion of discharge of the Hire Product by the Carrier at the Owner's Yard ("Redelivery").

2. The days on which the Hire Period commences and the Hire Period ends shall count as full Days.

5. Hire and payment of Hire

1. The Hire Product shall be hired at the rates set out in the Owner's Offer.

2. Hire will be payable not later than thirty (30) days after invoice date, the first Hire payment becoming payable fifteen (15) days after the day on which the Carrier commenced loading the Hire Product at the Owner's Yard.

3. Any delay in payment of Hire shall entitle the Owner to interest at the rate of 2 (two) % per month.

6. Delivery of the Hire Product

1. The Owner shall before and at the time of delivery exercise due diligence to make the Hire Product in every respect ready for use under this Contract.

2. The Hirer shall be fully responsible for loading the Hire Product onto the Carrier's trailer at the Owner's Yard and for transportation of the Hire Product. In the event that the Owner assists or undertakes loading / transportation operations it shall do so as Hirer's agent, for and on behalf of the Hirer and at the Hirer's full risk.

3. The Delivery of the Hire Product by the Owners by the commencement of loading of the Hire Product by the Carrier shall constitute a full performance by the Owner of all the Owner's obligations under this Clause 6, and thereafter the Hirer shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations or warranties expressed or implied with respect to the Hire Product but the Owner shall be liable for the cost of but not the time for repairs or renewals occasioned by Latent Defects in the Hire Product existing at the time of delivery under this Contract, provided such defects have manifested themselves within one (1) month after Delivery.

4. Owner will be responsible for costs of repairing any Latent Defect of (part of the) Hire Product. In the event of a Latent Defect, the Hirer shall notify the Owner. The Owner and the Hirer will then discuss whether the Owner will arrange for repair of the Latent Defect itself or whether the Owner requires the Hirer to contract a local contractor (hereinafter "Contractor") to carry out the repair for the account of the Owner. The Hirer will only be entitled to contract a Contractor to carry out the repair after it has received the Owner's prior written permission to do so and the Hirer will ensure that the Contractor carries out the Owner's instructions with regard to the repair work that has to be carried out. The Owner shall settle the costs of the Contractor on receipt of Hirer's documented invoice for those costs.

7. Surveys on delivery and redelivery

1. The Hirer and the Owner shall each appoint surveyors for the purpose of determining and agreeing in writing the condition of the Hire Product at the time of Delivery and Redelivery thereof at the Owner's Yard. Each party shall bear its own survey costs.

2. In the event that the Hirer is invited to participate in a Delivery or Redelivery survey but does not do so, the survey findings of the Owner or its surveyor will be final and binding on both Parties.

8. Inspection

The Hirer shall at all reasonable times allow the Owner, his agents or his insurers to have access to the Hirer's Location and the Hire Product to inspect, test, adjust, repair, alter or replace same.



9. Use of the Hire Product

1. The Hirer shall only use the Hire Product for the use that it is intended for. In the event that the Hirer contravenes this Clause 9.1., the Owner may terminate the Contract by issuing a written notice of termination to the Hirer and the Hirer will have to pay the Owner the balance of the Hire until the end of the agreed Hire Period and arrange for prompt Redelivery at Hirer's cost of the Hire Product to the Owner's Yard.

2. The Hirer shall only use the Hire Product at the agreed Hirer's Location, unless it receives prior written permission by the Owner to use the Hire Product at a different location. If the Hirer moves the Hire Product from the Hirer's Location without Owner's prior written permission, the Hirer will be in breach of the Contract and the Owner will be entitled to terminate the Contract by written notice to the Hirer and the Hirer will have to pay the Owner the balance of the Hire until the end of the agreed Hire Period and arrange for prompt Redelivery at Hirer's cost of the Hire Product to the Owner's Yard.

3. At the Hirer's Location, the Hirer shall provide suitable foundation and a suitable location for the Hire Product where the Hire Product can always be used in a safe manner. In case of doubt Hirer must consult the Owner in advance. Owner may assist Hirer with advice about the suitability of the intended Hirer's Location and / or the foundation but Hirer will remain fully responsible for the chosen Hirer's Location and the foundation and the Owner will not be liable for any use that the Hirer makes of the Owner's advice.

4. If, at any time, the Owner deems the Hirer's location to be unsafe or unsuitable for the safe use of the Hire Product, it will notify the Hirer thereof and within 24 hours of Owner's notification, the Hirer will ensure that the Hire Product is placed in a location that the Owner agrees is a safe and suitable location for the use of the Hire Product. Failure of the Hirer to comply with this Clause 9.4. will be a breach of contract which will entitle the Owner to terminate the Contract and the Hirer will have to pay the Owner the balance of the Hire to the end of the agreed Hire Period and arrange for prompt redelivery at Hirer's cost of the Hire Product to the Owner's Yard.

10. Insurance and repairs of the Hire Product

1. During the Hire Period he Hirer shall maintain the Hire Product in efficient operating condition and in accordance with good commercial maintenance practice.

2. The Hirer shall, subject to the prior written approval of the Owner, effect all required repairs to the Hire Product at its own cost, and the Hirer shall undertake settlement of all miscellaneous expenses in connection with such repairs. All time used for such repairs and for repairs of Latent Defects shall be for the Hirer's account and shall form part of the Hire Period.

3. The Owner shall insure the Hire Product against all risks of loss or damage (" All Risk Insurance"). The Hirer shall be a co-insured on the insurance policy. Upon Hirer's request, Owner shall provide Hirer with a copy of the insurance policy and conditions pertaining to the Hire Product. The Insurance shall remain in force and effect as of commencement of the loading of the Hire Product at the Owner's Yard until completion of discharging of the Hire Product at the Owner's Yard.

4. In the event that any repair costs incurred by the Hirer are paid out under the All Risk Insurance the proceeds will be paid out to the Hirer.

5. The Hirer shall not modify the Hire Product without prior written authority from the Owner.

6. Any alteration or modifications that is made to the Hire Product must be changed before the Hire Product is Redelivered to the Owner. The Hire Product shall be returned to the Owner in the original state that it was in at the beginning of the Hire Period. Any and all costs incurred for bringing the Hire Product back into its original state are for the account of Hirer.

11. Indemnity for the Hire Product

Notwithstanding Clause 20, the Hirer shall indemnify the Owner against any loss, damage or expense incurred by the Owner arising out of or in relation to the Hire Product during the Hire Period, and against any lien of whatsoever nature arising out of any event occurring during the Charter Period. If the Hire Product be arrested, seized or otherwise detained by reason of claims or liens against the Hirer, the Hirer shall at its own expense take all reasonable steps to secure that within a reasonable time the Hire Product is released, including the provision of security. The Hirer shall be responsible for the costs of repairing any damage to the Hire Product and, in the event of loss of the Hire Product, for paying the replacement costs of the Hire Product.

12. Notice of Incidents

1. If the Hire Product is involved in any incident resulting in but not limited to injury to persons or loss or damage to property (including the Hire Product), the Hirer shall give immediate notice by telephone and by email to the Owner in which details of the incident are given as well as measures taken by the Hirer to deal with the consequences of the incident.

2. With respect to any incident no admission of liability, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's consent in writing.

13. Sub-Letting and assignment

The Hirer shall not sub-let, assign or lend the Hire Product or any part thereof to any other party without Owner's prior written consent. A breach of this Clause 13 will entitle the Owner to terminate the Contract and the Hirer will have to pay the Owner the balance of the Hire until the end of the agreed Hire Period.



14. Redelivery

1. The Hirer shall Redeliver the Hire Product at the Owner's Yard. In the event that the Owner assists or undertakes unloading of the Hire Product from the Carrier's trailer at the Owner's Yard it shall do as the Hirer's servant, for and on behalf of the Hirer and at the Hirer's full risk.

3. The Hirer shall Redeliver the Hire Product to the Owner in the same good order and condition as it was in when the Owner Delivered the Hire Product to the Hirer. The Hirer shall be liable for all costs and expenses incurred by the Owner to bring the Hire Product back into proper condition in accordance with the conditions of the Contract at the time of delivery, including the costs of cleaning the Hire Product.

15. Non Lien and Owner's Plates

1. The Hirer will not suffer, nor permit to be continued any lien, attachment, seizure or encumbrance of the Hire Product. In the event of a lien, attachment, seizure or encumbrance, the Hirer shall take all steps necessary to release the Hire Product from such lien, attachment or encumbrance at its own cost.

2. Owner will be entitled to take all steps necessary to obtain the release of the Hire Product from any lien, attachment, seizure or encumbrance and the Hirer will be liable for all costs and expenses made by Owner to obtain the release of the Hire Product.

3. The Owner may affix his plate or mark on the Hire Product indicating that it is his property and the Hirer shall not remove, deface, obscure or in any way cover up the same.

4. As between the Owner and Hirer, the Hire Product shall be the property of and shall continue to remain the property of the Owner notwithstanding that it may have been affixed to any land, building or structure and the Hirer shall be responsible for any damage caused by such affixing or by its subsequent removal.

16. Termination

1. The Owner shall be entitled to withdraw the Hire Product from the service of the Hirer and terminate the Contract with immediate effect by written notice to the Hirer if:

- (i) the Hirer fails to pay Hire in accordance with these Conditions or for any other breach of these Conditions by the Hirer.
- (ii) after an appointment or threatened appointment of a receiver (including an Administrative receiver) is declared against the Hirer;
- (iii) the Hirer is served with a statutory demand within the meaning of insolvency, or suffers the presentation of a petition for his bankruptcy;
- (iv) the Hirer has abandoned the Hire Product;
- (v) the Hirer fails to perform any of the terms and conditions of the Contract;
- (vi) the Owner on any reasonable ground, considers its rights to be in jeopardy in the near future;

2. The Owner shall be entitled to terminate the Hire Product for its convenience by giving the Hirer 4 (four) weeks written notice. In the event the Owners terminates the Contract for its convenience it will not be liable for any costs, loss or damage whatsoever that the Hirer may suffer.

3. In the event that the Hirer terminates the Contract after the Contract has been signed by the Hirer, the Hirer shall be liable for and shall pay to the Owner the balance of the Hire until the end of the agreed Hire Period.

4. In the event of termination of the Contract:

- (i) the Hirer shall remain fully responsible for the Hire Product until the Hire Product has been Redelivered to the Owner's Yard.
- (ii) the Hirer shall fully cooperate with Owner to make Redelivery of the Hire Product back to the Owner's Yard possible.
- (iii) If the Contract is terminated pursuant to Clause 16.1. the Hirer will pay the Owner the balance of the Hire until the end of the originally agreed Hire Period.

17. Patents and Trade Marks

The Hire Product or part thereof shall be the subject matter of a patent or trade mark. Any infringement upon the patent or trademark of the Hire Product shall be a breach of contract which will allow Owner to terminate the Contract and claim the balance of the Hire until the end of the Hire Period.

18. Taxes

The Owner shall be responsible for paying all taxes payable over its income in the Netherlands. The Hirer shall be responsible for all other taxes, duties, levies or charges of whatever kind relating to the Hire Product (Hirer's Taxes) and shall protect, indemnify and hold the Owner harmless from all such Hirer's Taxes and costs related thereto.

19. Consequential Loss

Notwithstanding any provision to the contrary elsewhere in the Contract and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in the Contract and the Hire, the Owner shall save, indemnify, defend and hold harmless the Hirer Group from the Owner Group's own Consequential Loss and the Hirer shall save, indemnify, defend and hold harmless the Owner from the Hirer Group's own Consequential Loss, arising from, relating to or in connection with the performance or non-performance of the Contract.

20. Knock for Knock

20.1. Personnel and property

20.1.1. Owner shall be responsible for and shall save, indemnify, defend and hold harmless Hirer Group, from and against all liability for injury to, or death of Owner Group personnel and for loss of or damage to Owner Group property (excluding the Hire Product), whether owned, leased, hired or used otherwise and from all claims, demands, proceedings, damages, costs (including legal costs), losses, liabilities and expenses howsoever arising resulting there from.

20.1.2. Hirer shall be responsible for and shall save, indemnify, defend and hold harmless Owner Group, from and against all liability for injury to, or death of Hirer Group personnel and for loss of or damage to Hirer Group property, whether owned, leased, hired or used otherwise and from all claims, demands, proceedings, damages, costs (including legal costs), losses, liabilities and expenses howsoever arising resulting there from.

20.2. Third Parties

20.2.1. Subject to any other express provisions of the Contract, the Hirer shall be responsible for and shall save, indemnify, defend and hold harmless the Owner Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of personal injury including death or disease or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Hirer Group.

20.2.2. Subject to any other express provisions of the Contract, the Owner shall be responsible for and shall save, indemnify, defend and hold harmless the Hirer Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of personal injury including death or disease or loss of or damage to the property of any Third Party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Owner Group.

21. Transport of the Hire Product by the Owner

1. In the Owner's Offer Parties can agree that the Owner will enter into a contract with the Carrier to transport the Hire Product from the Owner's Yard to a Place Of Handover After Delivery or from the Place Of Handover Prior To Redelivery to the Owner's Yard.

2. Transport of the Hire Product by the Owner shall be done at the sole risk of the Hirer.

3. Owner shall ensure that the risk of loss or damage to the Hire Product during transport (including the period of loading and discharging the Hire Product from the Carrier's trailer) shall be insured. The Owner shall provide the Hirer with a copy of the All Risk Insurance policy prior to entering into the Contract with the Hirer. It shall be the Hirer's obligation to check if it deems the terms of the All Risk Insurance to be sufficient and, if not, to purchase additional insurance.

22. Provision of Services (as defined below) by the Owner.

1. In the Owner's Offer Parties can agree that the Owner will assist the Hirer to install the Hire Product at the Hirer's Location. The services to be carried out by the Owner's personnel shall be as set out in the Owner's Offer ("Services").

2. The Owner shall not be responsible for the hooking up / connecting of the Hire Product onto the Hirer's systems at the Hirer's Location.

3. The Owner shall not be responsible for obtaining any approval's or permits required by the Hirer for the use of the Hire Product at the Hirer's Location.

4. The Owner shall not be responsible for checking any drawings, tables, plans, calculations or any other information provided to him by the Hirer regarding the Hirer's Location where the Hire Product will be installed.

5. Any Owner Group personnel carrying out Services at the Hirer's Location shall be under the Hirer's control and shall comply with all directions of the Hirer and the Hirer shall indemnify and hold the Owner harmless against all claims whatsoever by any person, firm or company (including the Hirer) arising out of or connected with the Services.

23. Sale of Goods by the Owner to the Hirer and warranty clause

1. In the Owner's Offer Parties can agree that the Owner will sell to Hirer and the Hirer will buy from Owner the goods specified in the Owner's Offer ("Goods").

2.1. The Owner warrants that all Goods supplied under this Contract shall be in full compliance with the terms and conditions of the Contract.

2.2. The Owner hereby guarantees and warrants all Goods for a period of (6) (six) months after the Goods Delivery Date ("Warranty Period").

2.3. The Owner shall repair, free of charge, all defects not discoverable on or before the Goods Delivery Date which are due to faulty workmanship or fabrication which become apparent within the Warranty Period ("Defect"), provided that the Defect is notified to the Owner within fourteen (14) days of its discovery.

2.4. The Owner's obligation under this Clause 23 is to repair a Defect or replace a part that has a Defect and shall not extend to other damage to the Hirer's Location caused by the Defect.

2.5. In the event that the Parties agree that the Defect shall be repaired by a party other than the Owner, the Owner's liability under this warranty clause shall be limited to the amount of costs and expenses that the Owner would have incurred in repairing the Defect itself.

2.6. This limited warranty is the Hirer's exclusive remedy for any Defective Goods delivered by the Owner, in lieu of all other guarantees and warranties, express or implied. The Owner's responsibility for Goods shall end and cease to exist at the end of the Warranty Period.

24. Limitation of Liability

Notwithstanding anything stated elsewhere except for the Owner's explicit indemnity obligations contained in this Contract the Owner shall not be liable for any costs, losses or damages whatsoever connected to or resulting from this Contract or the hire of the Hire Product by the Hirer and the Hirer shall protect, defend and hold Owners harmless from any and all such costs, losses or damages. The Owner's total cumulative liability under or in connection in this Contract shall be limited to suspension of payment of Hire. This limitation of liability shall apply even if the cause of any costs, losses or damages is sole fault, negligence or breach of duty of the Owner.

25. Entire Agreement and sole remedies

The Owner and the Hirer agree that their respective rights, obligations and liabilities as provided for in the Contract shall be exhaustive of the rights, obligations and liabilities of each of them to the other arising out of, under or in connection with the Contract or the Hire Product, whether such rights, obligations and liabilities arise in respect or in consequence of a breach of contract or of statutory duty or a tortious or negligent act or omission which gives rise to a remedy at common law. Accordingly, except as expressly provided for in the Contract, neither party shall be obligated or liable to the other in respect of any damages or losses suffered by the other which arise out of, under or in connection with the Contract or the Hire Product, whether by reason or in consequence of any breach of contract or of statutory duty or tortious or negligent act or omission.

26. Applicable Law and Jurisdiction

1. The law of the Netherlands shall apply to this Contract and any disputes arising under or in connection with this Contract excluding those conflict of law rules and choice of law principles which would deem otherwise.

2. The application of 1980 United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

3. The court of Rotterdam, the Netherlands shall have exclusive jurisdiction to decide any disputes under or in Connection with this Contract.