



General Terms and Conditions

Article 1. Parties

- Flowmaster: Flowmaster Supply B.V., registered with the Netherland's Chamber of Commerce under number 91756588, having its registered office at Zwijndrecht at Voltastraat 45 (3335 KK), user of these general terms and conditions.
- Further details of Flowmaster:
Website: www.flowmastersupply.com
Email: info@flowmastersupply.com
Telephone number: +31 78 200 8999
VAT identification number: NL865761243B01
- The Customer: the (potential) customer of services and/or goods offered by Flowmaster, including shipowners, charterers, managers, operators, or their designated local port agents, who shall be jointly and severally liable with the Vessel, regardless if he is included under the term 'The Consumer' or 'The Business Customer'.
- The Consumer: the customer who is a natural person and who is acting for purposes outside his or her business or professional activities; the (potential) customer of services and/or goods offered by Flowmaster.
- The Business Customer: The Business Customer: the (potential) customer of services and/or goods offered by Flowmaster, who is not included under the term 'The Consumer'.

Article 2. Applicability

- Flowmaster declares these general terms and conditions apply to every offer of Flowmaster and to any resulting agreements which the parties entered into with one another. These conditions explicitly incorporate the custom, practice, and core provisions of the International Shippers & Services Association (ISSA). To the extent that the content of this has not changed, or no other more specific conditions between both parties exist, these general terms and conditions will also be applicable to any future legal relationships between both parties.
- Deviations from these terms and conditions only apply insofar as they have been explicitly agreed upon by the parties in writing.
- General (purchase) conditions of The Customer are explicitly and categorically rejected.
- Third parties, including sub-contractors, port logistics providers, and launch/barge operators that are involved by Flowmaster in the execution of the agreement can also appeal to these general terms and conditions.
- If one or more part(s) of the provisions of these general terms and conditions are null and void, or are destroyed, the other provisions of these general terms and conditions remain applicable. In such cases, the appropriate parties will then need to consult each other to agree on new rules to replace the null and void or annulled provisions; in which the purpose and purport of the null and void or annulled provisions will be expressed as much as possible.

Article 3. Offer and Agreement

- Each offer, in the form of an offer or otherwise, is in its entirety and unconditionally free of obligation and revocable, has a validity of 30 days, unless otherwise indicated in writing by Flowmaster.
- Prices as stated on the website or in any other form of an offer, (unless stated otherwise) are in Euros and exclusive of VAT and subject to customs duties, port delivery charges, customs clearance fees, barge/launch hire surcharges and other logistical factors.
- Manifest clerical errors, abusive mistakes, or incorrect IMPA/ISSA code listings in the offer will not be binding towards Flowmaster.
- An offer will not automatically apply to subsequent assignments, repeat orders or extensions.
- Each offer is strictly confidential and personally addressed to The Customer. The Customer is not entitled to discuss the contents of an offer, including but not limited to technical specifications, commercial quotes, and IMPA/ISSA data, with third parties. The offer has been made in good faith. By entering into the agreement, the parties deem the amounts (prices, penalties, et cetera) reasonable and fair.
- Each offer is carefully made and is based on the information and specifications provided by The Customer. If that information (such as wrong vessel ETA, incorrect store specifications, or mismatched technical/provision standards) proves to be incorrect, Flowmaster will be entitled to charge The Customer all additional costs, such as storage costs, travelling expenses, barge re-hire, or labor costs, as a result thereof.
- All statements of Flowmaster of numbers, sizes, weights, technical categories, shelf-life, duration, length and other specifications of the goods and/or services to be delivered displayed in the offers, catalogues, samples, drawings, images, photographs or models shown or provided are only indications. A slight deviation from this in the delivered goods and/or services shall not lead to a shortcoming in the fulfilment of the agreement on the part of Flowmaster.
- The agreement will be concluded after both parties have signed a written offer, after Flowmaster has confirmed an acceptance in writing, or after Flowmaster, or a third party on its behalf, has commenced performance (including the procurement of specialized maritime provisions, stores, or parts).
- The agreement is expressly entered into under the suspensive condition of sufficient availability of the ordered products from maritime manufacturers, wholesalers, or sub-suppliers.

Article 4. Execution/Delivery by Flowmaster (General)

- The Customer will give Flowmaster the opportunity to perform the agreement. The Customer undertakes to provide the necessary cooperation and port/vessel access permits for the execution of the agreement by Flowmaster.
- Flowmaster will try to fulfil the agreement within the indicated/estimated period of time, keeping in mind the vessel's schedule. This period is not fatal, which means that The Customer must always declare Flowmaster to be in default, whereby a considerable and reasonable period of time for compliance must be given before The Customer is entitled to a remedy/right.
- If Flowmaster takes care of the delivery, the Customer must provide a delivery address or specific port/berth/anchorage details where Flowmaster can deliver (or arrange for the delivery of) the goods to be delivered on the date stated. If the Customer or the Vessel is not present or ready on the date stated when the goods are delivered, the costs of offering the goods, including the logistical (planning) costs, port waiting fees, launch hire, and costs at the storage location due to unexpected extra storage, will be at the expense of the Customer at a later time. The Customer must also have a forklift truck, ship's crane, or appropriate crew assistance available for unloading the goods.
- Master's Signature: Pursuant to ISSA standards, any receipt, delivery note, packing list, or waybill signed by the Master, Chief Engineer, Officer in Charge, Chief Steward, or the Vessel's local Port Agent shall be deemed absolute and conclusive evidence of correct, complete, and satisfactory delivery of the goods to the Customer and the Vessel.
- Flowmaster will look after the interests of The Customer within the limits of the assignment given. Flowmaster will perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship and maritime industry standards. The Customer acknowledges that Flowmaster has operational freedom in performing the agreement. All services of Flowmaster will be performed on the basis of a best-efforts obligation, unless and

to the extent that in the written agreement Flowmaster has expressly promised a result and the result concerned has also been described with sufficient certainty.

- Flowmaster is free to have the order and/or delivery carried out by third parties (e.g., port couriers, launch service providers, provision wholesalers). Art. 7:404 of the Dutch Civil Code is expressly excluded in the agreement.
- The Customer accepts that the timing of the order may be affected if the parties decide in the interim to change the approach, method or scope of the order and the work arising therefrom. If changes arise in the meantime in the performance of the instruction by The Customer, Flowmaster will make the necessary adjustments on The Customer instructions. If this leads to additional work, Flowmaster will charge this to The Customer as an additional assignment. Flowmaster may charge the extra costs for changes in the order to The Customer, unless the change or addition is the result of circumstances attributable to Flowmaster. The latter situation will not lead to a reduction of the principal amount(s).
- Flowmaster will be entitled to execute the agreement in various phases and to invoice the part thus executed separately. If the agreement is performed in stages, Flowmaster may suspend the performance of those parts that are part of a subsequent stage until the Customer has approved in writing the results of the preceding stage. With approval Flowmaster will no longer be liable for any defects that could reasonably have been known at the time of approval.
- The risk of loss or depreciation of the goods to be delivered or otherwise, shall pass to The Customer from the moment that they are made available to him, placed at the Vessel's gangway, or delivered on board. The risk of, inter alia, storage, loading, transport and unloading shall also rest with The Customer in that case. This is irrespective of whether the transfer of ownership has already taken place.
- Without being in default, Flowmaster may refuse a request to change the agreement if this could have consequences in a qualitative and/or quantitative respect, for example for the maritime procurement work to be carried out or goods to be supplied in that respect.
- All deliveries, unless otherwise agreed, are expressly delivered under Incoterms 2020-EXW (EX Works/Af fabriek).

Article 5. Obligations of The Customer

- The Customer promises to provide the cooperation required for the execution of the agreement by Flowmaster. This includes at least:
 - Being present or ensuring the Vessel is at the delivery address/berth provided by The Customer on the agreed delivery date;
 - For the execution of activities or deliveries on location / on board;
 - Ensuring that Flowmaster has timely access to the customs approvals, port passes, and clearances required for the order and the data to be provided for the order;
 - To provide connection facilities or crane assistance on board the Vessel for the purpose of the energy, water, gas, compressed air, or heavy lifting required for the order. The costs of electricity, gas, water, and port logistics shall be for The Customer's account;
 - To ensure that Flowmaster has sufficient facilities for the supply, safe transit storage and/or removal of e.g. tools if work or delivery is performed on board. Sufficient lockable spaces, such as work cabinets for storing materials, must therefore be made available. The Customer will be responsible for the goods of Flowmaster stored in storage or on the vessel and will at all times be obliged to make those goods available again to Flowmaster on demand;
 - To ensure that work and/or deliveries to be performed by third parties, which are not part of Flowmaster's order, are carried out in such a manner and in such a timely manner that the performance of the marine supply is not delayed as a result;
 - To set up the work or receiving place in connection with the delivery on site/on board in such a manner that Flowmaster can commence the execution of the order immediately upon arrival;
 - Flowmaster must at all times be able to enter the object or vessel on which or in which the work/delivery is performed. The Customer or the local port agent must therefore provide port/vessel access, for instance by providing security clearances and launch coordination;
 - Refrain from setting unreasonable conditions for the entry of the object, vessel, and/or the space on which or in which the work/delivery is to be performed by Flowmaster, including conditions relating to crew clothing and materials to be used.
- If the obligations under paragraph 1 are not fulfilled (in time), The Customer must inform Flowmaster of this in good time. Flowmaster will be entitled to charge The Customer for the extra costs involved, such as storage costs, travel costs, labor costs, launch failures, demurrage, or any other damage caused by the delay. In that case Flowmaster will never be obliged to compensate The Customer for the loss caused by the delay in the delivery.
- Prior to the performance The Customer must provide Flowmaster with the agreed and necessary items and information, such as exact store requirements, provision specifications, technical drawings, or IMPA/ISSA part numbers for performance. Flowmaster will assess these to the best of its knowledge and warn The Customer if they contain any inaccuracies. However, Flowmaster will not be liable for loss arising because work/procurement was, after all, performed on the basis of incorrect items and information supplied by The Customer.
- The Customer shall ensure that all data, which Flowmaster indicates are necessary or which The Customer should reasonably understand are necessary for the execution of the agreement, are provided to Flowmaster in a timely manner. The Customer shall bear the risk of correct and timely delivery of the necessary information and its content, regardless of how The Customer provides it. If the necessary information has not been provided to Flowmaster in good time, Flowmaster has the right to suspend the performance of the agreement and/or charge the additional costs resulting from the delay to The Customer at the usual rates.
- For the use of the goods, The Customer is responsible for acting in accordance with the appropriate maritime permits, class certifications, consents and other international government or port authority regulations. The Customer accepts all the risks involved. If Flowmaster performs work or delivers goods for The Customer in contravention of such regulations, all risks will be for the account of The Customer.
- The Customer warrants that any material supplied digitally (such as technical specifications, store lists, or RFQs) is safe and does not contain any viruses or other harmful contents which may in any way damage the computer systems, network, or computer programs of Flowmaster and/or third parties.
- The Customer will strictly comply with all international maritime regulations, directions for use and instructions applicable to the goods, including the instructions given in these General Terms and Conditions and the technical manufacturer or storage instructions for use of the goods. The Customer will be liable for any damage resulting from non-compliance or incomplete compliance with the aforementioned regulations and instructions. Article 6. Transfer of ownership, retention of title and transfer of risk
- Any transfer of ownership based on the agreement between the parties, possibly contrary to the actual granting of authority/power, shall only be transferred to The Customer after he has paid in full all that which The Customer contractually owes or will owe Flowmaster. This includes not only the principal sum, but also any further fines, additional costs, interest, or extrajudicial collection costs.



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9. In order to facilitate efficient of the retention of title, The Customer is required to inform Flowmaster in good time and adequately in the event of impending bankruptcy, arrest of the vessel, suspension of payments, debt restructuring or if third parties threaten to seize any of the goods delivered subject to retention of title. The Customer is also obliged to adequately insure the goods delivered under retention of title against maritime damage, corrosion, and theft.
10. Because of this retention of title, The Customer is therefore not entitled to alienate, sell, or encumber the goods with, for example, a pledge or maritime encumbrance before full payment is cleared.
11. If The Customer fails to comply with any obligation under the agreement, The Customer is obliged, at the request of Flowmaster, to provide all necessary cooperation so that Flowmaster can once again dispose of the delivered (and installed) goods unencumbered. This includes any obligation at the request of Flowmaster to uninstall and return the goods at the expense of The Customer.
12. ISSA Maritime Lien Clause: In addition to the retention of title, and in accordance with global maritime standards, all goods, valves, and technical parts are supplied to the Vessel not only on the credit of the Customer, but explicitly on the faith and credit of the Vessel itself. Flowmaster shall have, and is entitled to assert, a Maritime Lien against the Vessel, her machinery, tackle, apparel, and registry for all unpaid outstanding balances, regardless of changes in the Vessel's ownership, management, or charterers.

Article 6. Transfer of Ownership, Retention of Title and Transfer of Risk

1. Any transfer of ownership based on the agreement between the parties, possibly contrary to the actual granting of authority/power, shall only be transferred to The Customer after he has paid in full all that which The Customer contractually owes or will owe Flowmaster. This includes not only the principal sum, but also any further fines, additional costs, interest, or extrajudicial collection costs.
2. In order to facilitate efficient of the retention of title, The Customer is required to inform Flowmaster in good time and adequately in the event of impending bankruptcy, arrest of the vessel, suspension of payments, debt restructuring or if third parties threaten to seize any of the goods delivered subject to retention of title. The Customer is also obliged to adequately insure the goods delivered under retention of title against maritime damage, degradation, and theft.
3. Because of this retention of title, The Customer is therefore not entitled to alienate, sell, or encumber the goods with, for example, a pledge or maritime encumbrance before full payment is cleared.
4. If The Customer fails to comply with any obligation under the agreement, The Customer is obliged, at the request of Flowmaster, to provide all necessary cooperation so that Flowmaster can once again dispose of the delivered goods unencumbered. This includes any obligation at the request of Flowmaster to return the goods at the expense of The Customer.
5. ISSA Maritime Lien Clause: In addition to the retention of title, and in accordance with global maritime standards, all goods, provisions, marine stores, and spare parts are supplied to the Vessel not only on the credit of the Customer, but explicitly on the faith and credit of the Vessel itself. Flowmaster shall have, and is entitled to assert, a Maritime Lien against the Vessel, her machinery, tackle, apparel, and registry for all unpaid outstanding balances, regardless of changes in the Vessel's ownership, management, or charterers.

Article 6a. No-Resale / No-Re-Export Clause (Sanctions Regulations)

1. The Customer declares that it is fully aware of and shall at all times act in compliance with the applicable European Union, United Nations, and national sanctions and export control regulations, including but not limited to restrictions on the export, re-export and transfer of goods, technology or services to or for the benefit of the Russian Federation, Belarus, or any other countries, territories, vessels flying flags of sanctioned states, or (legal) persons or entities subject to sanctions imposed by the European Union.
2. The Customer shall not, directly or indirectly, sell, supply, transfer, export or re-export any goods, provisions, marine stores, components, software or technology supplied by Flowmaster Supply B.V. to any (legal) persons, entities, vessels, or destinations to which the aforementioned sanctions or export restrictions apply, including the Russian Federation, Belarus, or for use therein.
3. The Customer shall also take all reasonable measures to prevent the goods, components, software or technology supplied by Flowmaster Supply B.V. from being transferred, via third parties or third countries, to sanctioned end users, sanctioned shipowners, or destinations.
4. Upon request, the Customer shall provide all relevant information necessary for Flowmaster Supply B.V. to demonstrate compliance with this provision. In the event of a breach of this article, Flowmaster Supply B.V. shall be entitled to terminate the agreement with immediate effect and without prior notice of default, without being liable for any compensation, without prejudice to Flowmaster Supply B.V.'s right to recover in full from the Customer any damages suffered and costs incurred.
5. The provisions of this article shall remain in full force and effect after termination or dissolution of the agreement.

Article 7. Prices and payment by The Customer

1. A compound quotation does not oblige Flowmaster to carry out part of the maritime supply assignment for a corresponding part of the quoted price.
2. Unless otherwise is agreed in writing, Flowmaster will use a payment term of 30 days and the invoice must be paid by means of bank transfer without any deductions or bank charges. Flowmaster will be entitled to send the invoice immediately after the conclusion of the agreement or upon delivery to the port.
3. If the agreed term of payment is exceeded, Flowmaster shall immediately be entitled to charge The Customer default interest of 1% of the principal sum per month as well as an amount - not subject to mitigation - for extrajudicial collection costs. The latter costs amount to 15% of the principal sum due with a minimum amount of EUR 100,- excluding VAT.
4. Without express and written consent from Flowmaster, The Customer is not permitted to set off and/or suspend and/or withhold its payment obligations under any counter-claims or maritime disputes. Flowmaster will be entitled to discontinue its activities or to withhold deliveries, as long as The Customer fails to fulfil any obligation towards Flowmaster under the Agreement, or acts contrary to these General Terms and Conditions.
5. All prices will be based on factors applicable at the time of the statement or conclusion of the agreement, including tax charges, levies, wholesale market indices, import duties, port freight charges, barge fees and exchange rates of or against the Euro. If after the statement or conclusion of the agreement and before delivery, changes to these price-determining factors should occur, Flowmaster will be entitled to adjust the agreed price during the agreement.

Article 8. Warranty and Liability

Specifically with regard to the delivery of goods and marine stores:

1. A warranty will only be provided to the extent and as long as the manufacturer or original producer has provided a product warranty. The Customer may request information about this from Flowmaster.

2. The Customer accepts that all goods are sold with all known, unknown, visible and invisible factual and legal defects, charges and limitations common to marine environments.
3. Strict Notice Period prior to Sailing (ISSA Framework): The Customer is obliged to check the delivery for conformity with regard to quantity, technical matching, and freshness as soon as possible. Visible defects, quantity shortages, or apparent non-conformity must be noted immediately on the delivery note at the point of delivery. Any other latent quality claims must be submitted to Flowmaster in writing before the Vessel departs the port of delivery, or at the absolute latest within 8 days after delivery, whichever occurs first. If the Vessel sails or the 8-day period expires without a written claim being registered, the Customer's right to any remedy lapses completely.
4. After the provision of information as referred to in the preceding paragraph, Flowmaster will facilitate the process for the producer to remedy or replace the defect free of charge in all reasonableness. If neither of the two remedies described above is successful in effectively remedying the defect, The Customer will be entitled to terminate the agreement, whereby The Customer will bear the full costs of safely returning the delivered goods from the Vessel to Flowmaster's onshore facility.
5. When the defect or spoilage is caused by an error attributable to The Customer (such as incorrect installation, improper cold storage/refrigeration of provisions on board, exposure to harsh marine environments, or lack of maintenance), or The Customer has informed Flowmaster of the defect too late, its right to repair, replacement or possible termination as described in this article will lapse. The burden of proof that the fault is not imputable to The Customer will lie with The Customer.
6. The existence of a defect does not suspend The Customer's payment obligation.
7. The Customer will never be entitled to any remedy if The Customer is guilty of improper or careless use or if The Customer makes changes or causes changes to be made to the product(s) supplied by Flowmaster without the prior written consent of Flowmaster.
8. Subject to mandatory law liability, in the event of any failure in the performance of the agreement on its part, Flowmaster will only be obliged to facilitate the replacement or credit of the faulty goods, all this in reasonableness and in consultation with The Customer, without The Customer being entitled to any compensation whatsoever.

Specifically with regard to the provision of supply services:

1. The Customer is obliged to check the result of the supply assignment for defects as soon as possible after notification that the procurement assignment has been completed.
2. The delivery will have been completed, and thus approved, when Flowmaster has notified The Customer that the assignment has been completed and The Customer or the Vessel has accepted these items. The delivery has also taken place if:
 - a. 10 days have elapsed since The Customer received the notice that the procurement work has been completed and The Customer has failed to accept the items within that period, but has not refused them either;
 - b. The Customer has consumed, used, or integrated the equipment, marine stores, or technical systems delivered, on the understanding that by putting part of the delivery into use, that part is deemed to have been completed;
 - c. The Master, Chief Engineer, Officer in Charge, Chief Steward, or Port Agent signs the packing list and/or the waybill;
 - d. The Customer has paid the invoice in respect of the service.
3. If The Customer discovers a defect during the delivery, or if the stores show a defect after the delivery, which could not reasonably have been discovered during the delivery and which is attributable to Flowmaster, Flowmaster will be given the opportunity to coordinate a replacement within a reasonable time. Flowmaster must be given the opportunity within a reasonable term to replace the item or to mitigate the damage arising therefrom. Within that period The Customer will not be entitled to any remedy.
4. After the day on which the items are deemed to have been delivered, they will be at the exclusive risk of The Customer. No claim under the warranty can be made if the defect is attributable to poor maintenance or poor storage of the work delivered on board, e.g. failure to handle the goods regularly, failure to prevent rust/marine corrosion, and failure to store food items at the correct temperatures.
5. The Business Customer will in any event lose his right to rely on a defect in the items delivered if he has not reported it to Flowmaster within 1 month after he discovered or should have discovered it. The Consumer will in any case lose his right to complain about a defect if he has not reported it to Flowmaster within 2 months after he has discovered it or should have discovered it. Furthermore, The Customer will lose that right if it has not instituted legal proceedings within one year after that notification.
6. The Customer will bear the risk of loss or operational failure if it is caused by:
 - a. Inaccuracies in the original technical specifications or IMPA/ISSA codes assigned by the crew;
 - b. Defects in the descriptions and working methods required by The Customer;
 - c. Defects to the Vessel's own storage/technical spaces on which the goods are held;
 - d. Defects in materials or resources made available by The Customer.
7. Flowmaster will not be liable for technically unavoidable deviations in color, industrial dimensions, packaging designs, or brand variations from original producers, provided they meet the requested quality level.
8. If the manufacturer or wholesaler, for whatever reason, in law or in fact, gives no warranty, then no warranty will be given by Flowmaster either.
9. Rights of action of The Business Customer against Flowmaster will lapse after a period of one year after they arose at the latest.
10. Should Flowmaster be liable to The Client, this liability shall at all times be limited to the amount to which the professional or business liability insurance taken out by Flowmaster is entitled, but at all times (even if there is no insurance to which a claim can be made) to the amount of any invoice from which the damage arose, to be increased by 15%.
11. If The Customer is insured for any risk attached to the Agreement (such as marine, cargo, or hull insurance), it will be obliged to rely on that insurance and to indemnify Flowmaster up to the amount of the deductible, if any.
12. Except to the extent that the damage is the result of intent or conscious negligence, any liability of Flowmaster will be limited to repairing any foreseeable damage suffered by The Customer, to the absolute exclusion of any indirect, incidental, or immaterial damage such as, but not limited to, vessel off-hire costs, delay losses, port demurrage, lost charter profits, loss of income, loss of contracts, additional launch fees, consequential damage, or lost time. In addition to the provisions of this paragraph, liability is excluded, except insofar as the damage relates to "punitive and/or exemplary damages", relates to maritime pollution or damage to sea, air or water, relates to costs of a general product recall, and furthermore relates to external costs however named and by whomsoever incurred.
13. Warranty is excluded for defects resulting from normal wear and tear in marine operations, improper installation or use by the crew, maintenance not performed or performed incorrectly on the ship, assembly, modification or repair by The Customer or by third parties, defects in or unsuitability of items originating from or prescribed by The Customer and defects in or unsuitability of materials or tools used by The Customer.



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- No guarantee is given on delivered marine items that were not new at the moment of delivery, or parts for which a separate factory guarantee has been given.
- Flowmaster will not be liable for any loss caused by failure of The Customer or ship crew to follow any oral or written instructions given by Flowmaster or the producer in relation to the goods or services.

Article 9. Duration and (Interim) Termination of The Agreement

- Sections 7:408 and 7:764 of the Dutch Civil Code are excluded from the agreement.
- Flowmaster has the right to dissolve the agreement with The Customer with immediate effect for the future by means of a written notification without (further) prior notice of default if:
 - The Customer ceases or otherwise liquidates all or part of its business operations, changes its vessel management framework, or substantially modifies its business operations or transfers them to a third party without the prior written consent of Flowmaster;
 - The Customer is granted (whether or not provisionally) a suspension of payments, the Vessel is arrested, or The Customer declares bankruptcy, The Customer submits a request for the application of a debt rescheduling arrangement or The Customer is placed under guardianship or administration.
 - A right or asset (including the Vessel itself) to which The Customer is entitled is seized or arrested.
- In the event of termination of the agreement all payments owed by The Customer to Flowmaster will be immediately due and payable in full. If the supply has not been fully completed, The Customer will owe a proportionate part of the total amount.
- In the event of termination of the agreement The Customer will at Flowmaster's request render all necessary assistance so that Flowmaster can again dispose of delivered goods without any detriment.

Article 10. Force Majeure

- Force majeure shall be understood to mean, in addition to the provisions of the law and jurisprudence in this respect shall be understood to mean all external causes, foreseen or unforeseen, on which Flowmaster cannot exert any influence. This will include war, industrial disturbances, strikes, epidemics, pandemics, a computer failure/crash, traffic disruptions, port congestion, custom clearance delays, shipping lane closures, maritime trade embargoes, bad weather conditions preventing boat/barge transfers, unforeseeable stagnation, disruptions or failures in the supply of energy, shortcomings by parties or wholesalers on whom Flowmaster depends for the execution of the agreement, sickness in the workforce, transport difficulties, fire, loss or damage during maritime transport and government measures.
- During force majeure the obligations of Flowmaster are suspended. If performance due to force majeure is impossible for more than a month or there are other circumstances that make it disproportionately onerous for Flowmaster to fulfil its obligations, Flowmaster is authorized to dissolve the agreement in whole or in part by notifying The Customer and without judicial intervention, without any obligation to pay compensation in that case.
- If Flowmaster has already fulfilled part of its obligations when the force majeure occurs, it shall be entitled to invoice the part already delivered or performed separately, or to credit part of the amount paid in advance.

Article 11. Intellectual Property Rights

- Flowmaster reserves the rights and powers vested in it by virtue of the Copyright Act and other intellectual property laws and regulations.
- The trademarks, images, logos and photographs used and displayed on the website and promotional materials of Flowmaster are registered or unregistered trademarks of Flowmaster or third parties and may not be used commercially without the prior consent of the owner of those trademarks.
- Unless otherwise agreed, Flowmaster is permitted to use images of the (completed) maritime supply work for promotional purposes, for example brochures or social media.

Article 12. Changes to The General Terms and Conditions

In the case of continuing performance agreements, which end in the course of time, Flowmaster reserves the right to amend or supplement these General Terms and Conditions. Amendments will also apply in respect of agreements already entered into with due observance of a period of 30 days after publication of the amendment. Changes of minor importance may be made at any time. If The Customer does not want to accept a change in these General Terms and Conditions, he must have made this known in writing before the date on which the new general terms and conditions take effect.

Article 13. Choice of Court, Choice of Law and Transfer of Rights

- Flowmaster is authorized to transfer its rights and obligations under this agreement to third parties. The Customer is only authorized to transfer its rights and obligations to a third party with the written consent of Flowmaster.
- This - and other agreement(s) concluded between the parties - is exclusively governed by Dutch law, with the express exception of the Vienna Sales Convention. Should a non-contractual obligation arise between the parties in the future, that obligation shall also be governed by Dutch law.
- In the event of a dispute arising from the agreement between the parties, the exclusive and absolutely competent court is the court in the municipality of Rotterdam, The Netherlands, recognized as a specialized maritime jurisdiction. In the event that a dispute arises between the parties regarding non-contractual obligations, the exclusive and absolutely competent court shall also be the court in the municipality of Rotterdam.
- Vessel Arrest Clause: Notwithstanding the exclusive jurisdiction of the Rotterdam Court, and in alignment with ISSA rules, Flowmaster reserves the absolute right to take legal action, initiate proceedings, or arrest the Vessel in any port or jurisdiction worldwide where the Vessel may be found, in order to secure and enforce its payment claims and Maritime Lien.

Article 14. Right of Revocation

- This article only applies to sales to The Customer who is a natural person and who is acting for purposes outside his or her business or professional activities and if the agreement has not been concluded in a physical shop, but at a distance, for example via the webshop.
- In principle, the Customer has the right to revoke the contract within a period of 14 days without giving reasons. However, the Customer does not have a right of withdrawal if the purchase concerns goods that have been manufactured or specifically procured according to the Customer's technical specifications, that are not prefabricated and that are manufactured on the basis of an individual choice or decision of the Customer, or that are clearly intended for a specific vessel or person (including fresh provisions or custom marine stores). Nor does the Customer have a right of revocation in other cases referred to in Article 6:230o of the Dutch Civil Code.

- The withdrawal period shall expire 14 days after the day on which the Customer or a third party other than the carrier and indicated by the Customer acquires physical possession of the goods or, in the case of contracts where the Customer has ordered several goods to be delivered separately in the same order, the day on which the Customer or a third party other than the carrier and indicated by the Customer acquires physical possession of the last good delivered.
- In order to exercise the right of withdrawal, The Customer must inform Flowmaster of the decision to withdraw from the contract by means of an unequivocal statement (e.g. in writing by post or e-mail). For this purpose, The Customer may use the attached model revocation form as shown in paragraph 7 of this Article, but it is not obliged to do so.
- Withdrawal shall have taken place within the period set for this purpose if the communication concerning the exercise of the right of withdrawal has been sent by the Customer before the withdrawal period has expired.
- If the Customer withdraws from the agreement, all payments made by the Customer up to that moment, including standard delivery costs (with the exception of any extra costs resulting from the delivery chosen by the Customer other than the standard delivery offered by Flowmaster), will be refunded by Flowmaster immediately and in any case no later than 14 days after Flowmaster has been informed of the Customer's decision to withdraw from the agreement. Flowmaster will reimburse the Customer by the same means of payment as the Customer used to carry out the original transaction, unless the Customer has expressly agreed to payment by another means of payment; in any case, the Customer will not be charged any costs for such reimbursement.
- Flowmaster is entitled to suspend the refund until it has received the goods back, or the Customer has proved that the Customer has returned the goods, whichever is the earliest. Flowmaster will collect the goods or the Customer must return or hand over the goods to Flowmaster immediately, but in any case no later than 14 days after the day on which the Customer has notified Flowmaster of the decision to withdraw from the agreement. The deadline for returning the goods has been met if the Customer returns the goods before the period of 14 days has expired. The direct costs of returning the goods from the vessel or address will be borne entirely by the Customer. The Customer is only liable for the reduction in value of the goods resulting from the use of the goods, which goes beyond what is necessary to determine the nature, characteristics and functioning of the goods.
- Model Revocation Form (Complete and return this form only if you wish to withdraw from the contract)

To: Flowmaster Supply B.V.

Voltastraat 45, 3335KK, Zwijndrecht, The Netherlands
Email: info@flowmastersupply.com

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/ or the provision of the following service (*)

- Ordered on (*)/Received on (*)
- Name/Names of Consumer(s):
- Address of Consumer(s):
- Signature of Consumer(s) (only if this form is submitted on paper):
- Date:

Article 15. Disclaimer

The information on the Flowmaster website, catalogues, and other company literature is based on Flowmaster's accumulated experience and knowledge of the procurement, distribution, and global supply of provisions, deck, engine, and cabin stores, spare parts, and general maritime supply systems. However, unknown parameters, varying vessel storage structures, climate control variations on board, and extreme marine environmental conditions may limit general statements during actual use. All statements, technical information and recommendations on the Flowmaster website and literature are presented in good faith. Technical codes (including IMPA/ISSA cross-references) and product tables have been carefully prepared by Flowmaster, however, no rights can be derived from these.

Note: The Dutch version of these general terms and conditions shall prevail and this translated version is sent along as a (non-binding) service/help. In case of differences in interpretation, the Dutch version should be used as a basis."