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With this form, the applicant orders Register Holland Classebureau Zeevaart B.V. (hereinafter referred to as RHC) to inspect and issue a class certificate or declaration for the ship described by the applicant below.

The order will not be processed if no checkmark(s) is/ are checked at point 9. The decision to issue one of the documents mentioned is entirely up to the management of RHC, the ship must therefore meet all requirements. Please send the signed form and general terms and conditions to <u>class@rhcnl.com</u>.

- 1. Applicant name:
- 2. Ship name:
- 3. If known the RH class no.:

4. \Box Declares that questions 5 to 8 below can be answered in the same way as the last submitted and signed order form (proceed to question 9):

5. Other ship identification:

| a. If known, the NSI ID no.: b. If known the brand: | |
|---|--|
| c. If known the Callsign: | |
| 6. Ship owner: | |
| a. (Company name) Owner: | |
| b. Address: | |
| c. Zip code and city: | |
| d. Country: | |
| e. Phone number: | |
| f. E-mail: | |

g.
□ The owner's address above is also the billing address



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- 7.
 ☐ If the owner does not maintain communication for certification and inspections himself, but has outsourced this to another company, please state the details of this company.
- a. Company name:
- b. Contact:
- c. Address:
- d. Zip code and city:
- e. Country:
- f. Phone number:
- g. E-mail:
- h. \Box The above company address is the billing address

8. \Box If none of the above addresses is the billing address, please state the billing address below:

- a. Company name:
- b. Contact:
- c. Address:
- d. Zip code and city:
- e. Country:
- g. E-mail:
 - 9. The desired result when issuing this assignment:
 - a. □ Renewing the class certificate or statement and forwarding the notification to ILenT for government certification.
 - b.

 The new issue of a class certificate or statement and reporting to ILenT for government certification.
 - c. □ Issuing a measurement statement and/or international measurement certificate for a pleasure craft. The international tonnage certificate is also reported to ILenT for issuing the certificate of registration.
 - d. □ For a commercial vessel smaller than 12m load line, issuing a class certificate for a special tonnage certificate and reporting to ILenT for the purpose of issuing the certificate of registration and the crew statement.
 - e. \Box Renewing the class certificate for a vessel smaller than 12m load line.
 - f. \Box Renewing the rig certificate and reporting to ILenT or class.
 - g. $\hfill\square$ The new issue of a rig certificate and reporting to ILenT or class.
 - h. \Box Providing an advisory report.



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10. If the ship is unknown in the RHC database (the ship has no RH number), please fill in the information below completely:

| Ship name: | |
|----------------------------------|--|
| Kind of ship (motor or sail): | |
| Type of ship: | |
| Flag under which the ship sails: | |
| Home port: | |

11. If you wish to report a change in relation to previously issued document(s), you can state the change below:

12. Signature

- a. The undersigned declares to be authorized to act on behalf of the owner and declares to have completed the questions on this form truthfully.
- b. The undersigned declares to report immediately to RHC any (alleged) deviation with regard to required class rules and legislation of the above ship.
- c. After the issue of the certificate or statement, the undersigned orders additional inspection and/or drawing inspection by means of this form if the need for this has been determined during inspections by RHC.
- d. By signing this order form you accept that the attached general terms and conditions of RHC apply to this agreement.

13. Name signer:

14. Place and date:

15. Signature:



GENERAL TERMS AND CONDITIONS OF REGISTER HOLLAND CLASSEBUREAU ZEEVAART BV filed on January 2, 2019 at the Chamber of Commerce under number 68274505

Article 1

Register Holland Classebureau Zeevaart B.V., hereinafter referred to as RHC, is a private limited company with the objective of Inspecting ships with mechanical propulsion and/or sail propulsion, ship components and ship equipment according to class rules and national and international regulations insofar as these are applicable to promote safe navigation at sea and to protect the environment. Giving advice and providing other forms of service to shipping and related companies and institutions. Developing management systems for shipping such as ISM (International Safety Management) Code and related activities and conducting audits in that context. RHC issues a public register of classed ships. In the registry are the following items recorded: ship name, owner name, identification numbers, call signs, main dimensions, description of the sailing area, number of passengers, class and its validity. The customer expressly agrees to the publication of this data. The customer expressly agrees that the Human Environment and Transport Inspectorate, hereinafter referred to as the ILT, is at all times entitled to obtain from R the technical ship files and the accompanying drawings, in accordance with the obligation that the ILT imposes on RHC.

Article 2

Paragraph 1 Inspection and Classification is a statement by RHC regarding the structural and mechanical suitability for a particular use or service, in accordance with its rules, guidelines and standards. RHC aims at an objective and independent investigation and the associated reporting of a ship or (parts) thereof, whereby the review takes place on the basis of rules, guidelines and standards of RHC, government or other organizations that have commissioned RHC (and by RHC accepted) such as class rules, ISM code, etc. The inspection and the associated reporting is based on a signed order from the customer. The legal relationship between RHC and the customer is exclusively governed by these general terms and conditions, to the exclusion of all other conditions. Paragraph 2 RHC only declares to the ship owner or RHC's customer that when assigning a class or preparing a report it will exercise due care in the development of rules, guidelines and standards and the use of normally applied test standards, test procedures and techniques as required by RHC's rules, guidelines, standards or other criteria for assigning and maintaining a class. Furthermore, RHC represents to the owner of the vessel or RHC's customer that its certificates and reports demonstrate that the vessel in question only complies with one or more of RHC's rules, guidelines, standards or other criteria, in accordance with the terms of that certificate or report. These statements can in no way be deemed to relate to third parties who cannot derive any right from any report, certificate, communication or statement of RHC under any circumstances.

Article 3

Paragraph 1 Nothing in a certificate or report may be read as a waiver of a third party and/or client of RHC from an express or implied warranty obligation. Any certificate or report demonstrates compliance only with one or more of the rules, guidelines, standards or other criteria of RHC, government or other organizations mandated by RHC, and is issued for use only by RHC, its customers or other authorized entities. Nothing in any certificate, report or discussion or endorsement of any plan or document shall be construed as making a statement which goes in any way beyond the statements in clauses 2 and 3 above. The validity, applicability and interpretation of any certificate, report or discussion or approval of any plan or document will be governed by the rules and standards of RHC, which will remain the sole judge of its discretion. RHC is not responsible for the consequences resulting from the use of RHC's rules, guidelines, standards or other criteria by any other party without prior discussion, approval and inspection by RHC.Paragraph 2 The issuance of a certificate or the preparation of a report by RHC never relieves the owner of his non-delegable obligation to keep his ship in seaworthy condition.

Article 4

The owner is obliged to ensure a safe workplace for the surveyor(s) of RHC during an inspection of his ship. This obligation applies to all workplaces over which the customer has influence and may include ships, shipyards, slipways, equipment for standing masts and offices.

Artikel 5

Continuation of a ship's classification is subject to regulatory requirements for the proper conduct of periodic inspections, damage inspections and other inspections. RHC reserves the right to reconsider, withdraw or suspend the classification of a vessel due to non-compliance with the rules, defects reported by the surveyor(s) not corrected in accordance with their recommendations or non-payment of fees due for classification and other inspections.

Article 6

In the event of damage or accident to the skin, rigging or equipment which damages or may impair the classification or integrity of the structure, the quality or fitness for a particular purpose or service of a ship, dressing, piece of material or equipment, all statements regarding classification shall be deemed to be suspended unless notice is given at the earliest opportunity before of that damage or accident and then the required inspection and repair. An unauthorized use, operation or other application of a ship, dressing, material or equipment that damages or may impair the classification or integrity of construction, quality or fitness for a particular purpose or service makes all representations to suspend classification until the condition has improved.

Article 7

Paragraph 1 Individual and combined liability of RHC, its regulators, directors, employees, surveyors, agents or subcontractors for any loss, claim or damage resulting from the defective performance or failure to perform any of its services or from failure to perform any of its services. any implied or express warranty or of an inadequate performance in connection with the services or as a result of any other cause, to the customer, principal, any person, legal entity, corporation, commercial entity, ruler, country or nation, in all cases, in any case limited to the amount that is paid out in the relevant case under a professional liability insurance or other insurance policy it has taken out to RHC, increased by the amount of the deductible that, according to the policy conditions, is not at the expense of the insurer(s). If for whatever reason no payment should be made under any insurance, any liability is always limited under all circumstances to a maximum amount equal to the amount charged by RHC to the customer in the relevant case, up to a maximum of € 25,000. In addition, liability as referred to above is in any case and irrespective of the cause, intent or gross negligence on the part of the management of RHC. limited to rectification of any errors made. Any form of liability for any form of consequential damage, such as, without exclusion of other consequential damage, loss of income, salaries, fines, demurrage, price increases, is excluded. Paragraph 2 The provisions of paragraph 1 above also apply to claims from third parties in respect of which the customer must indemnify RHC. The customer must always attach a copy of these general terms and conditions to documents received by him/her from RHC if these could become available to third parties.

Article 8

All disputes between the client and RHC in the technical field, regarding the class rules applied and/or statutory rules for ships with government certification, must be submitted to the flag state for which the relevant inspections have been carried out or have been carried out on behalf of, as far as commercial shipping is concerned. The disputes mentioned above are present if one of the parties, namely RHC or its client, has made this known to the other party with reasons in a registered letter. In the event of a dispute, the claimant must make this known to ILT, stating reasons, by means of a registered letter. All other disputes in the field of RHC's regulations concerning voluntarily classed ships, between

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the client and RHC will be subject to arbitration in Rotterdam or Amsterdam in accordance with the Tamara Rules (available from the secretariat). Unless the other party opts for the competent court within 30 days of receipt of the notification from RHC that the dispute will have to be decided in arbitration and has notified RHC of that choice in writing and by registered letter within the aforementioned period of 30 days.

Article 9

a)Invoices for services provided by RHC are calculated on the basis of subsequent calculation. The rates on which the subsequent calculation is based can be requested from the RHC administration. It is possible to deviate from this if prior approval has been given to a quotation issued by RHC. b) The work performed by RHC with regard to the provision of advice will be charged to the client separately and on the basis of time spent and costs incurred, unless the parties expressly agree otherwise, such as the payment of a fixed price. Payment of this fee does not depend on the result of the advice issued by RHC. c) Quotations from RHC are based on the information provided by the client. The client guarantees that he has provided all essential information for the design and execution of the assignment to the best of his knowledge. d) If, after the order has been placed, it appears that the information provided by the client is incorrect or has changed, RHC reserves the right to adjust the prices stated in the guotation. e) Quotations to be made by RHC have a fixed determine validity period. If the offer does not specify a period of validity, this is 3 months. f) Payment for services provided by RHC will take place within the term agreed by the parties. If no term has been agreed, payment must be made within 1 month of the invoice date. g) Payment must be made in the Netherlands at the offices of RHC or into the bank account of RHC or at such a place in the Netherlands as RHC will designate. h) If payment is not made within the above-mentioned period, an administration fee of ${\ensuremath{\in}}\ 35$ will be charged for the third reminder. i) Furthermore, RHC will be entitled to claim all costs arising from nonpayment from the customer. In the event that RHC has called in the assistance of a third party to collect the outstanding amount, both judicial and extrajudicial costs can be recovered from the customer. j) RHC is at all times entitled to demand security for payment by the customer, even before sending an invoice. If proper security is not provided, RHC is entitled to enforce security by means of conservatory attachment or other measures, including retaining the ship in question and/or its certificates.

Article 10

These terms and conditions and all contracts and activities entered into and performed by RHC will be governed by Dutch law.

Article 11

If RHC is in favour of wholly or partly in arbitration or in legal proceedings, all costs incurred by RHC in connection with these proceedings will be borne by the other party of RHC.

Article 12

All claims against RHC become time-barred by the mere lapse of one year after the claim arose and lapse by the mere expiry of one year after the claim arose.

Article 13

These RHC General Terms and Conditions have been filed with the Chamber of Commerce and replace all previous general terms and conditions filed by RHC. Deposit took place on 2 January 2019 with the trade register under number 68274505.