

General Terms and Conditions for Agreements Where Berger Maritiem Sales & Service V.O.F. Provides Services in Its Own Name and Organization

1. Applicability of General Terms and Conditions

1.1 Services in Own Name

These general terms and conditions apply exclusively to Agreements in which Berger Maritiem Sales & Service V.O.F., with its registered office in Hendrik-Ido-Ambacht, the Netherlands, and registered with the Dutch Chamber of Commerce under number 64888991, provides Services in its own name and from its own organization within the maritime sector.

2. Definitions

2.1 Berger Maritiem Sales & Service V.O.F.

The partnership as referred to in Article 1.1, responsible for performing the agreed Services and fulfilling its contractual obligations.

2.2 Client

The natural or legal person who enters into or has entered into an Agreement with Berger Maritiem Sales & Service V.O.F.

2.3 Party

Either Berger Maritiem Sales & Service V.O.F. or the Client, depending on the context.

2.4 Parties

Berger Maritiem Sales & Service V.O.F. and the Client collectively.

2.5 Services

All activities provided by Berger Maritiem Sales & Service V.O.F. in its own name and organization within the maritime sector, including but not limited to guidance and advice on sustainability, such as developing a roadmap towards emission-free and climate-neutral shipping.

2.6 Agreement

Any Written arrangement between Berger Maritiem Sales & Service V.O.F. and the Client, including any amendments or additions thereto, to which these general terms and conditions apply. Verbal agreements are binding only after they have been confirmed in Writing by both Parties.

2.7 Written

Any form of communication documented in writing, including electronic communication such as email, provided the authenticity and integrity of the messages are guaranteed.

2.8 Third Parties

Persons or legal entities, not being the Parties, engaged by Berger Maritiem Sales & Service V.O.F. or the Client for the performance of the Agreement.

2.9 Applicable Law

The Agreement is governed exclusively by Dutch law.

2.10 Confidential Information

All information, of any nature, provided by one Party to the other and designated as confidential, or reasonably expected to be treated as confidential.

3. Basis of Quotations

3.1 Information Provided

Quotations from Berger Maritiem Sales & Service V.O.F. are based on information provided by the Client. The Client guarantees that all essential and accurate information has been provided to the best of their knowledge and belief.

3.2 Validity and Confirmation

Quotations are valid for 30 days unless otherwise stated. Quotations must be confirmed in Writing. If the Client agrees to execution without Written confirmation, the content of the quotation is considered fully agreed upon.

3.3 Precedence in Case of Conflict

In case of inconsistencies between a quotation and an Agreement, the provisions of the Agreement prevail.

4. Provision of Information and Staff

4.1 Client's Obligation

The Client is obliged to timely provide all necessary documents, data, and, where applicable, staff required for the execution of the assignment.

4.2 Suspension for Non-Compliance

If the Client fails to provide the necessary information on time, Berger Maritiem Sales & Service V.O.F. has the right to suspend the execution of the assignment. Any additional costs incurred as a result will be charged to the Client.

5. Engagement of Third Parties

5.1 Prior Consultation

The engagement of Third Parties by Berger Maritiem Sales & Service V.O.F. or the Client occurs only after prior mutual consultation.

5.2 Liability for Third Parties

Berger Maritiem Sales & Service V.O.F. is not liable for shortcomings of engaged Third Parties, unless these shortcomings are directly due to willful misconduct or gross negligence in the selection of these Third Parties.

5.3 Indemnification

The Client indemnifies Berger Maritiem Sales & Service V.O.F. against all claims from Third Parties arising from or related to the performance of the Agreement, unless such claims result from gross negligence or willful misconduct by Berger Maritiem Sales & Service V.O.F.

6. Fees and Costs

6.1 Exclusivity of Rates

Rates and cost estimates exclude travel time, travel, and accommodation expenses unless otherwise agreed in Writing.

6.2 Annual Adjustment

Berger Maritiem Sales & Service V.O.F. reserves the right to adjust rates annually based on inflation correction, according to the latest Service Price Index (SPI) published by Statistics Netherlands (CBS).

6.3 Additional Costs

Any additional costs will be agreed upon in advance with the Client and subsequently invoiced.

7. Payment Terms

7.1 Payment Period

Payment must be made within 14 days of the invoice date. After this period, the Client is in default by operation of law, without a formal notice of default being required, and statutory interest will be charged.

7.2 Suspension for Non-Payment

Berger Maritiem Sales & Service V.O.F. reserves the right to suspend the assignment's execution in the event of late payment until full payment is received.

7.3 Collection Costs

All reasonable costs, both judicial and extrajudicial, incurred by Berger Maritiem Sales & Service V.O.F. to obtain payment shall be fully borne by the Client. These costs are determined in accordance with the Dutch Extrajudicial Collection Costs Decree.

8. Intellectual Property

8.1 Ownership of Materials

All models, techniques, and tools used or developed by Berger Maritiem Sales & Service V.O.F. during the execution of the assignment remain the exclusive property of Berger Maritiem Sales & Service V.O.F.

8.2 Limited Use by Client

The Client may only use documents obtained from Berger Maritiem Sales & Service V.O.F. within their own organization and may not disclose them to Third Parties without prior Written consent.

8.3 Retention of Ownership

All documents and materials provided by Berger Maritiem Sales & Service V.O.F. remain its property until the Client has fully met all payment obligations.

9. Applicable Law and Disputes

9.1 Choice of Law

All Agreements to which these general terms and conditions apply are governed exclusively by Dutch law.

9.2 Competent Court

All disputes arising from or related to Agreements governed by these general terms and conditions shall be submitted exclusively to the competent court in Rotterdam, the Netherlands.

10. Limitation of Liability

10.1 Limitation of Liability

The liability of Berger Maritiem Sales & Service V.O.F. is limited to direct damage and to a maximum of the amount paid by the Client for the Services to which the liability pertains.

10.2 Exclusion of Consequential Damage

Berger Maritiem Sales & Service V.O.F. is not liable for indirect damage, including consequential damage, loss of profit, and missed savings.

11. Force Majeure

11.1 Force Majeure

Berger Maritiem Sales & Service V.O.F. is not obliged to fulfill any obligation if it is prevented from doing so due to force majeure.

11.2 Suspension and Termination in Force Majeure

In the event of force majeure, Berger Maritiem Sales & Service V.O.F. has the right to suspend or terminate the Agreement without any obligation to compensate for damages.

12. Complaints Procedure

12.1 Complaints

Complaints regarding the Services must be submitted in Writing to Berger Maritiem Sales & Service V.O.F. within 14 days of their discovery.

12.2 Resolution and Timeframes

Berger Maritiem Sales & Service V.O.F. will respond to the Client in Writing within 30 days.

13. Final Provisions

13.1 Amendment of Terms

Berger Maritiem Sales & Service V.O.F. reserves the right to amend these general terms and conditions. Amendments will be communicated at least 30 days prior to their effective date via the website and/or by Written notice. Continued use of the Services after the effective date constitutes acceptance of the amended terms.

13.2 Severability

If any provision is found to be void, the remaining provisions shall remain in full force and effect.