

GENERAL TERMS AND CONDITIONS PORTUS MARITIME B.V. 2025

Article 1: Definitions

1. In these general terms and conditions, the following terms are used in the following meanings, unless explicitly stated otherwise.

Portus Maritime B.V.	Portus Maritime B.V., also operating under the name Portus Maritime, located at Honderland 109P, 2676LT, Maasdijk, registered with the Chamber of Commerce under number 94048495.
Client	The natural or legal person on whose behalf and/or for whose benefit work is performed by Portus Maritime.
Agreement	Any agreement for services/secondment between the client and Portus Maritime.
PPE	Personal Protective Equipment.
Worker	The personnel selected by Portus Maritime who are deployed at the client to perform certain work.

Article 2: General

1. These terms and conditions apply to every offer, quotation, assignment, and agreement between Portus Maritime and/or affiliated companies and the client to which Portus Maritime has declared these terms and conditions applicable, insofar as they relate to making workers available to the client for the purpose of performing work on behalf of the client (including subcontracting), all in the broadest sense of the word.
2. These terms and conditions also apply to all agreements with Portus Maritime in which third parties are involved in the execution.
3. Any deviations from these general terms and conditions are only valid if they have been explicitly agreed upon in writing.
4. The applicability of any other terms and conditions is hereby expressly rejected and excluded.
5. If one or more provisions of these general terms and conditions are null and void or annulled, the remaining provisions of these general terms and conditions will remain fully applicable. Portus Maritime and the client will then consult to agree on new provisions to replace the null and void or annulled provisions, with the aim of preserving the purpose and intent of the original provision as much as possible.

Article 3: Offers and Quotations

1. All offers and quotations from Portus Maritime are without obligation, unless otherwise specified in the offer.
2. The prices mentioned in the offers and quotations are exclusive of VAT and other government-imposed levies, as well as any costs to be incurred in the context of the agreement, including administration costs, unless otherwise indicated.

Article 4: Execution of the Agreement

1. Portus Maritime will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship. When selecting workers, Portus Maritime will base its selection on (a) the knowledge and skills of the candidates known to it and (b) the requirements and information provided by the client to Portus Maritime regarding the work to be performed.
2. The client ensures that all information, which Portus Maritime indicates is necessary or which the client should reasonably understand is important for the execution of the agreement or quotation, is provided to Portus Maritime in a timely and complete manner. If the data required for the execution of the agreement is not provided to Portus Maritime on time or completely, Portus Maritime has the right to suspend the execution of the agreement and/or charge the client for the costs arising from the delay according to the usual rates.
3. Portus Maritime is not liable for any damage, of any kind, caused by Portus Maritime relying on incorrect and/or incomplete information provided by the client.
4. If work is performed by Portus Maritime or third parties engaged by Portus Maritime at the client's location or a location designated by the client as part of the assignment, the client will provide the reasonably desired facilities free of charge.

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5. The client is obliged to provide sufficient, efficient, and appropriate PPE. The client must also ensure that PPE is used correctly and take measures in case of non-use or incorrect use.
6. The client indemnifies Portus Maritime against any claims from third parties who suffer damage in connection with the execution of the agreement, which is attributable to the client.

Article 5: Amendment of the Agreement

1. If during the execution of the agreement it becomes apparent that it is necessary to modify or supplement the agreed work for proper execution, the parties will timely and mutually adjust the agreement accordingly.
2. If during the execution of the agreement it becomes apparent that the worker provided by Portus Maritime does not meet the requirements, the client has the right to reject the worker, provided this is done within four hours after the start of the work. In that case, the client is only obliged to pay Portus Maritime the labor remuneration (plus taxes and premiums) for the first working day. Portus Maritime will then promptly seek and deploy a replacement worker to perform the agreement.
3. If the parties agree to amend or supplement the agreement, including replacing the worker who was originally to perform the agreement, this may affect the completion time of the execution. Portus Maritime will inform the client of this as soon as possible.
4. If the amendment or supplement to the agreement has financial and/or qualitative consequences, Portus Maritime will inform the client about this.
5. If a fixed fee has been agreed upon, Portus Maritime will indicate to what extent the amendment or supplement to the agreement (including the replacement of the worker) will result in an exceeding of this fee.

Article 6: Contract Duration; Execution Period

1. The agreement between Portus Maritime and the client is entered into for an indefinite period, unless the parties expressly agree otherwise in writing.
2. If a period for the completion of certain work is agreed upon within the term of the agreement, this is never a strict deadline. In case of exceeding the execution period, the client must notify Portus Maritime in writing of the default.

Article 7: Fee

1. The parties will agree upon a fee when entering into the agreement, which can consist of a fixed rate or a percentage.
2. All mentioned rates and estimates are exclusive of VAT.
3. For assignments with a duration of more than one month, Portus Maritime has the right to charge the incurred costs periodically.
4. Portus Maritime is entitled to pass on price increases if, between the time of the offer and the execution, or during the execution, the cost price of the workers increases due to changes in laws and regulations or collective labor agreements, or due to inflation adjustments.
5. Portus Maritime has the right to increase the fee if during the execution of the work it becomes apparent that the originally agreed or expected amount of work was significantly underestimated when the agreement was made, and it is not reasonable to expect Portus Maritime to perform the agreed work for the originally agreed fee. In that case, Portus Maritime will inform the client of the intention to increase the fee or rate, specifying the extent of and the date when the increase will take effect.

Article 8: Invoicing and Time Sheets

1. Unless otherwise agreed, Portus Maritime will send the client a weekly invoice for the work performed. These invoices will be based as much as possible on the time sheets signed by the client for approval.
2. The client is obliged to ensure that time sheets are filled out weekly and signed for approval by the client. The client is required to review and sign the time sheets at the end of each week, but no later than the next working day, or to state any objections. The client's approval thus given is binding.
3. In case of discrepancies between the time sheets available to Portus Maritime and the copy available to the client, the time sheets at Portus Maritime will be considered as evidence, unless the client can prove that the discrepancy is not attributable to them.

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Article 9: Payment of Invoices

1. Payment must be made within 30 days of the invoice date, in a manner specified by Portus Maritime, in the currency invoiced. Objections to the (amount of the) invoices do not suspend the payment obligation.
2. Only payments to Portus Maritime itself are liberating. Payments to workers are never liberating.
3. If the client fails to make payment within the term, the client is legally in default. The client then owes interest of 11,5% per calendar month, or part of a calendar month, in which the client is in default.
4. In the event of liquidation, (imminent) bankruptcy, seizure, or suspension of payment of the client, the claims of Portus Maritime against the client are immediately due and payable.
5. Portus Maritime has the right to apply the payments made by the client first to reduce the costs, then to reduce the accrued interest, and finally to reduce the principal sum and the current interest.
6. If the client is in default of fulfilling one or more of their obligations, all reasonable costs to obtain satisfaction in and out of court are borne by the client. In any case, the costs of the extrajudicial collection process are fully borne by the client, with a minimum of 15% of the principal sum to be claimed.

Article 10: Inspection, Complaints

1. Complaints about the performed work must be reported in writing to Portus Maritime by the client within 3 days of discovery, or after the client could have discovered the shortcoming, but in any case no later than 14 days after the completion of the relevant work. Exceeding these terms leads to the expiration of the right to compensation. The complaint letter must contain a description of the shortcoming as detailed as possible, so that Portus Maritime can respond adequately.
2. If a complaint is justified, Portus Maritime will still perform the work as agreed, unless this can only be done at disproportionate costs to Portus Maritime or has become demonstrably pointless for the client. The latter must be made known by the client in writing. If the agreed work can no longer be reasonably or possibly or usefully performed, Portus Maritime is only liable within the limits of Article 15.

Article 11: Non-Hiring of Personnel

1. The client will not employ the provided worker or other employees of Portus Maritime or of companies that Portus Maritime has called upon for the execution of this agreement, or otherwise have them work for themselves directly or indirectly, during the term of the agreement and for one year after its termination, unless Portus Maritime has given permission and/or a compensation has been agreed upon for Portus Maritime.
2. If the client acts in violation of the provision mentioned in Article 11, paragraph 1, the client forfeits a penalty in favor of Portus Maritime of EUR 10,000 for each violation, plus an amount of EUR 10,000 for each day the violation continues. The penalty is immediately due and payable without the need for a notice of default or other prior declaration under Article 6:80 BW et seq. This penalty is due for both attributable and non-attributable failures and without prejudice to any other rights or claims of Portus Maritime, including the right of Portus Maritime to claim full compensation. The penalty is capped at EUR 1,000,000.
3. The provisions of this article remain in full force even after the expiration, dissolution, or termination of this agreement or any resulting agreement.

Article 12: Duty of Care and Supervision by the Client

1. The client is obliged to supervise and direct the workers employed under an agreement with Portus Maritime in a careful manner.
2. The client is obliged to take sufficient care of the working conditions and safety of the workers employed under an agreement with Portus Maritime in the same way as they would for their own employees, but in any case in accordance with Article 7:658 BW. This means that the client provides sufficient instructions and warnings to the relevant workers and takes sufficient safety measures and provides materials to prevent damage and injury.
3. The client will provide Portus Maritime and the employed workers with a written description of the required qualifications for the work and the specific characteristics of the relevant work/position before the start of the work.

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4. If a worker provided by Portus Maritime under the agreement has a workplace accident or occupational disease as a result of the work for the client under the agreement, the client will notify the competent authorities and ensure that a report is made free of charge, which records the circumstances of the accident in such a way that it can be reasonably determined whether and to what extent the accident was due to insufficient measures taken to prevent such an accident or occupational disease.
5. In the case referred to in paragraph 4, the client will compensate the relevant worker for all damage (including costs, including the actual legal costs) suffered by the worker or his heirs, to the extent that the client and/or Portus Maritime are obliged to compensate. The client will fully indemnify and hold Portus Maritime harmless in this regard.
6. The client will compensate the worker for all damage (including costs, including the actual legal costs) resulting from the damage or destruction of any item belonging to or used by the worker in the course of his work for the client under an agreement with Portus Maritime, to the extent that the client and/or Portus Maritime are obliged to compensate. The client will fully indemnify and hold Portus Maritime harmless in this regard. The client will adequately insure against liability under the provisions of this article.

Article 13: Termination

1. Either party can terminate the agreement only in writing. A fixed-term agreement cannot be terminated prematurely, except as provided in Article 5, paragraph 2, and in this article.
2. An open-ended agreement can be terminated by either party at any time, with a notice period of one week.
3. If the agreement is terminated by Portus Maritime, Portus Maritime will ensure the transfer of remaining work to third parties in consultation with the client, unless the reasons for termination are attributable to the client. If the transfer of work incurs extra costs for Portus Maritime, these will be charged to the client.
4. The agreement may be terminated at any time by Portus Maritime if the workforce provided by Portus Maritime is no longer available due to the termination of the agreement between Portus Maritime and the workforce. In such cases, Portus Maritime is entitled to replace the workforce within one month after the end of the employment agreement, unless such a waiting period cannot be reasonably expected from the client given the nature of the assignment.
5. If Portus Maritime cannot provide the workforce for a period of one month (due to illness, emergency, death, or other extraordinary circumstances), Portus Maritime is entitled to replace the workforce. If after one month Portus Maritime still cannot provide either the workforce or a replacement, the client is entitled to terminate the agreement immediately by written notice, except if the unavailability is attributable to the client. Portus Maritime is not liable for any compensation in this regard.

Article 14: Suspension and Dissolution

1. Portus Maritime is entitled to suspend the fulfillment of one or more of its obligations or to dissolve the agreement in whole or in part if:
 - the client does not fulfill its obligations under the agreement, either partially or fully.
 - after the agreement is concluded, circumstances come to the attention of Portus Maritime that give good reason to fear that the client will not fulfill its obligations.
 - the client was asked to provide security for the fulfillment of its obligations under the agreement at the time of the agreement and this security is not provided or is insufficient.
2. If the agreement is dissolved, the claims of Portus Maritime against the client become immediately due and payable. If Portus Maritime suspends the fulfillment of its obligations, it retains its claims under the law and the agreement.

Article 15: Liability

1. Portus Maritime is not liable for the non-performance of the selected workforce, unless it is due to intent or gross negligence on the part of Portus Maritime.
2. Portus Maritime is not liable for damage caused by the workforce provided to the client or third parties. The client indemnifies Portus Maritime and holds Portus Maritime fully harmless for any liability for damage caused by the workforce provided while under the client's authority.

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3. Portus Maritime is not liable for damage suffered by the workforce engaged by it as a result of executing the assignment. The client indemnifies Portus Maritime for this liability, especially the liability under Article 7: 658 of the Dutch Civil Code (duty of care for working conditions).
4. Portus Maritime is in no case liable for indirect damage including consequential damage, lost profit, missed savings, and damage due to business interruption. To the extent that any liability rests on Portus Maritime, this liability is limited to the amount of the fee owed in connection with the assignment over the last six months.
5. Portus Maritime is not liable for obligations entered into by the workforce provided to the client or third parties, whether with the client's consent or not.

Article 16: Disputes

1. Dutch law applies to every agreement between Portus Maritime and the client.
2. The court in the district where Portus Maritime is established has exclusive jurisdiction to hear disputes. Nevertheless, Portus Maritime has the right to submit the dispute to the competent court according to the law.

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