

General terms and conditions of Primo Marine Group B.V. and all of its subsidiaries and affiliates



1.1

These general terms and conditions apply to all legal relationships and juristic and other acts of Primo Marine Group B.V. and all its subsidiaries and affiliates (an individual company hereinafter referred to as “Primo Marine Company”), such as offers, contracts or acceptances of assignments in the context of outline and other contracts with regard to the services performed by and/or on behalf of a Primo Marine Company, and take precedence over the standard terms and conditions of the client even if the relevant Primo Marine Company has not expressly rejected their applicability.

1.2

These general terms and conditions are made for the benefit of not only the relevant Primo Marine Company, but may also be invoked by and have been agreed for the benefit of its shareholders and directors, all persons working for the Primo Marine Company (including trainees), and all persons used by the Primo Marine Company in relation to the carrying out of the services and/or for whose acts or omissions the Primo Marine Company might be held liable (including – but not limited to – subcontractors). The client relinquishes any claim it may have vis-à-vis these persons.

2.

All contracts and other legal relationships will be concluded exclusively with and performed by the relevant Primo Marine Company only, pursuant to a contract for services (overeenkomst tot opdracht). This applies even if it is the client’s express or implied intention that an instruction be carried out by a specific person. The applicability of Article 7:404 of the Netherlands Civil Code (“NCC”), which relates to the situation referred to in the preceding sentence, and of Article 7:407(2) of the NCC, which imposes joint and several liability where an instruction is given to two or more persons, is hereby expressly excluded.

3.1

Any liability of the Primo Marine Company for damage/loss shall, subject to Clause 3.2, in all circumstances be limited to the amount which is paid out under its insurance policy, plus the amount of the deductible which must be borne by the Primo Marine Company pursuant to the applicable insurance policy concerned. In addition, any liability is limited to direct damage only with complete exclusion for (a) any damage/loss and/or costs, including any deductible, covered or yet to be covered by another insurance or fund and (b) indirect and/or consequential damage, such as – but not limited to – loss of use of equipment/property and/or other assets, business interruption loss, loss of profit, fines, penalties/liquidated damages, additional expenditure, third party damage/loss and any costs pertaining to the realization of the object/project should the performance of the obligations have been rightly executed from the beginning.

3.2

If, for whatever reason, the insurer makes no payment under the insurance policy referred to in Clause 3.1, any liability shall be limited to a sum equal to the amount invoiced by the relevant Primo Marine Company in the project concerned in the relevant year subject to a maximum of € 50,000.

3.3

The client will indemnify the Primo Marine Company as well as the other persons referred to in Clause 1.2 against any claims of third parties in so far as those claims exceed the amount that the Primo Marine Company is or would be obliged to pay in the event of a direct claim by the client. If a third party suffers damage for which the Primo Marine Company is not liable, the client indemnifies for the full amount.

4.

All contracts and legal relationships shall be governed by and construed in accordance with the laws of the Netherlands. Disputes shall be submitted to the exclusive competent Court of First Instance in Rotterdam. Any claim will expire/lapse 1 year after the start of the day following that on which the relevant claim has become due and payable and in any case if the claim – conditional or not – has not been filed within 1 year.

These general conditions appear on Primo Marine Group B.V.’s website at primo-marine.com >

Rotterdam, September 23, 2021