

CASS TECHNAVA STANDARD TERMS AND CONDITIONS
FOR SUPPLY OF SERVICES – CASS TECHNAVA IS ACTING AS SERVICE PROVIDER



CASS TECHNAVA is supplying services directly to the customer.

THE CUSTOMER'S ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSE 11 (LIMITATION OF LIABILITY).

1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London, New York and Greece are open for business; **"Conditions"** means the terms and conditions set out in this document as amended from time to time in accordance with Clause 21.8; **"Contract"** means the contract between the Service Provider and the Customer for the provision of the Services in accordance with the Order Confirmation and these Conditions; **"Contract Price"** means the total of the amounts due from the Customer to the Service Provider under this Contract as described in Clause 3 of this Contract; **"Customer"** means the person or firm who purchases the Services from the Service Provider; **"Deliverables"** means the deliverables set out in the Order Confirmation; **"Force Majeure Event"** has the meaning given in Clause 21.1; **"Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world; **"Order"** means the Customer's order and/or specification for the supply of Services, as set out in the Service Provider's quotation as may be amended by the Service Provider in consultation with the Customer; **"Order Confirmation"** means a confirmation issued by the Service Provider in writing confirming that the Order has been accepted by the Service Provider; **"Service Provider"** means CASS TECHNAVA LTD (registered in Cyprus with VAT number CY 10206988 E) its subsidiaries, affiliates, related companies or any other company or person duly authorised to act on behalf of the Service Provider; **"Services"** means the services, including the Deliverables, supplied by the Service Provider to the Customer as set out in the Order Confirmation and/or the Service Specification; **"Service Specification"** means any description or specification for the Services provided in writing by the Service Provider to the Customer; and **"Specification"** or **"Specifications"** means any Services Specification provided by (and being the property of) the Service Provider.

1.2 **Construction.** In these Conditions, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order, the Order Confirmation and any applicable Specification are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when the Service Provider issues an Order Confirmation, at which point and on which date the Contract shall come into existence ("**Commencement Date**").
- 2.4 The Contract constitutes the entire agreement between the parties. In the event of a conflict between the Order Confirmation and these Conditions, the terms of the Order Confirmation shall prevail.

2.5 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Service Provider which is not set out in the Contract.

2.6 Unless stated otherwise in writing, any quotation given by the Service Provider shall not constitute an offer and shall only be valid for inclusion in an Order Confirmation for a period of 20 Business Days from its date of issue.

3. CHARGES AND PAYMENT

3.1 The Contract Price shall be the price and currency set out in the Order Confirmation, or, if no price or currency is quoted, the price and currency set out in the Service Provider's invoice.

3.2 Unless otherwise agreed in writing, the Service Provider may invoice the Customer on or at any time after completion of the Services or, at the Service Provider's election, on a monthly basis in arrears.

3.3 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by the Service Provider to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Service Provider, pay to the Service Provider such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

3.4 The Customer shall pay the invoice in full and in cleared funds free of bank charges within 30 Days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Service Provider. Time of payment is of the essence of the Contract.

3.5 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Service Provider in order to justify withholding payment of any such amount in whole or in part. The Service Provider may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Service Provider to the Customer.

3.6 The Service Provider reserves the right to:

- (a) increase its standard daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any 12 month period. The Service Provider will give the Customer written notice of any such increase one month before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Service Provider in writing within one week of the date of the Service Provider's notice and the Service Provider shall have the right without limiting its other rights or remedies to terminate the Contract by giving one week's written notice to the Customer; and
- (b) require payment in full prior to completion of the Services where the Services have been specifically adapted for the Customer in accordance with the Order, the Order Confirmation and/or any Specification.
- (c) increase the price of the Services by giving notice to the Customer at any time before completion of the Services to reflect any increased cost that is due to:
 - (i) any request by the Customer to change the delivery date or the Specification; and
 - (ii) failure of the Customer to give the Service Provider adequate or accurate information or instructions in respect of the Services and it becomes evident in the course of providing the Services that the scope of the Services actually required is materially different to the scope envisaged in the Work Order.

4. CANCELLATION

4.1 The Customer may not cancel an Order and/or an Order Confirmation after the Commencement Date, unless the Customer has paid the Service Provider a minimum cancellation fee equal to the higher of: (i) €500 and (ii) 10% of the Contract Price, together with all costs, fees and expenses incurred by the Service Provider in connection with the Order, the Order Confirmation or any Specification.

4.2 Notwithstanding, Clause 4.1 above, where the Services have been specifically adapted for the Customer in accordance with the Order, the Order Confirmation and/or any Specification, the Customer may not cancel an Order and/or an Order Confirmation after the Commencement Date UNLESS the Contract Price has been paid in full (together with all other all taxes, costs for transportation, customs clearance, costs, fees and expenses incurred by the Service Provider).

5. SUPPLY OF SERVICES

- 5.1 The Service Provider shall provide the Services to the Customer in accordance with the Order Confirmation and any Services Specification in all material respects.
- 5.2 The Service Provider shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order Confirmation, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 5.3 The Service Provider shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Service Provider shall notify the Customer in any such event.
- 5.4 Where the charges for Services shall be on a time and materials basis in accordance the Order Confirmation and the Contract Price:
- (a) the charges shall be calculated in accordance with the Service Provider's standard daily fee rates;
 - (b) the Service Provider's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 6.00 pm worked on Business Days;
 - (c) the Service Provider shall be entitled to charge an overtime rate of: (i) one hundred twenty five per cent (125%) of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in Clause 5.4(b) on regular business days and (ii) one hundred fifty per cent (150%) of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services on Sundays and public holidays in Greece and in any other country in which the Services are being performed; and
 - (d) the Service Provider shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Service Provider engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Service Provider for the performance of the Services, and for the cost of any materials.

6. CUSTOMER'S OBLIGATIONS

- 6.1 The Customer shall:
- (a) ensure that the terms of the Order, the Order Confirmation and any Specification are complete and accurate;
 - (b) co-operate with the Service Provider in all matters relating to the Services;
 - (c) provide the Service Provider, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation, work site and other facilities as reasonably required by the Service Provider to provide the Services;
 - (d) provide the Service Provider with such information and materials as the Service Provider may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - (e) if required for the completion of the Services, provide the Service Provider's personnel with accommodation of a reasonable standard, access to shower facilities with hot and cold water and facilities for purchasing daily requirements such as food and beverages;
 - (f) prepare the Customer's premises and work site for the supply of the Services;
 - (g) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - (h) keep and maintain all materials, equipment, documents and other property of the Service Provider ("**Service Provider Materials**") at the Customer's premises in safe custody at its own risk, maintain the Service Provider Materials in good condition until returned to the Service Provider, and not dispose of or use the Service Provider Materials other than in accordance with the Service Provider's written instructions or authorisation.

6.2 If the Service Provider's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):

- (a) the Service Provider shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Service Provider's performance of any of its obligations;
- (b) the Service Provider shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Service Provider's failure or delay to perform any of its obligations as set out in this Clause 9.2; and
- (c) the Customer shall reimburse the Service Provider on written demand for any costs or losses sustained or incurred by the Service Provider arising directly or indirectly from the Customer Default.

6.3 It shall be the sole responsibility of the Customer to advise and, whenever necessary, to obtain all permissions, permits, passes, licenses, and/or certificates from the appropriate public and/or regulatory authorities in respect of any installation, maintenance or repair work to be carried out in connection with the Services.

7. WARRANTY

7.1 The Service Provider warrants that on completion of the Services, and for a period of 30 days thereafter (the "**Warranty Period**"), such work shall conform in all material respects with any applicable Order Confirmation or Specification.

7.2 Subject to Clause 7.3, if:

- (a) the Customer gives notice in writing during the Warranty Period that some or all of the Services do not comply with the warranty set out in Clause 5.1; and
- (b) the Service Provider is given a reasonable opportunity of examining the site where the Services were provided;

the Service Provider shall, at its sole option, correct the defective or non-conforming Services, or refund the price of the defective Services or relevant portion thereof.

7.3 The Service Provider shall not be liable if the Services fail to comply with the warranty set out in Clause 7.1 after the expiration of the Warranty Period or in any of the following events:

- (a) the Customer exacerbates the non-conformity by further use after giving a notice in accordance with Clause 7.2;
- (b) the defect arises because the Customer failed to follow the Service Provider's or the Manufacturer's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the relevant materials or the site for the Services or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Service Provider following any instructions, drawing, design or Order supplied by the Customer;
- (d) the Customer modifies, alters or attempts to repair the site where the Services were provided without the written consent of the Service Provider;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Services differ from their description in the Order, the Order Confirmation or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

7.4 Except as provided in this Clause 7, the Service Provider shall have no liability to the Customer in respect of the Services' failure to comply with any other warranties, guarantees, obligations or liabilities against non-conformity or defects relied upon by the Customer. The Customer hereby waives all other remedies, warranties, guarantees and liabilities, express or implied, arising by law or otherwise.

7.5 The terms of these Conditions shall apply to any repaired or replacement Services supplied by the Service Provider under Clause 7.2 PROVIDED ALWAYS that the Warranty Period shall not extend beyond a maximum period of 30 days from the initial completion of the Services.

8. DEFECTS AND NON-CONFORMITY

- 8.1 The Customer shall be responsible for the examination and verification of all Services upon completion. Claims for defective or non-conforming Services, must be immediately reported to the Service Provider in writing. The notice shall specify the nature of the non-conformity of the Services provided that any notice shall be deemed invalid by the parties if such notice is delivered 10 days after the completion date of the Services.
- 8.2 The Customer shall be deemed to have accepted the Services as being in accordance with the Contract in the absence of a notice from the Customer referred to in Clause 8.1.
- 8.3 The Customer shall have no right to reject or performance of any of the Services due to any minor defects or deficiencies which do not prevent the normal operation of the relevant machinery or equipment being the subject of the Services.

9. INSURANCE

The Customer shall at its own cost provide for and maintain comprehensive insurance coverage to protect its own property and personnel.

10. SECURITY AGREEMENT

To the extent permitted by law, the Customer hereby grants the Service Provider a lien and continuing security interest (and when applicable a maritime lien for necessities) on, in and to all equipment, parts and components upon which the Services are performed and all products and proceeds derived from the sale and lease thereof as security for the payment in full of the Contract Price. The Customer hereby waives any and all claims, defences and causes of action that the Customer may have in connection with the exercise of any such lien rights by the Service Provider.

11. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

11.1. Nothing in these Conditions shall limit or exclude the Service Provider's liability for any matter in respect of which it would be unlawful for the Service Provider to exclude or restrict liability.

11.2 Subject to Clause 11.1:

- (a) The Service Provider shall not be liable to the Customer or any other person for or non-conformity arising from or in connection with: (i) any materials, components or design specifications provided by the Customer or on behalf of the Customer; (ii) negligence, wilful misconduct, unlawful acts or any such other improper acts or omissions of the Customer, its employees or agents or other third parties in connection with the Services; (iii) loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation as a means for theft or for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system; (iv) non-compliance by the Customer with payment instructions from the Service Provider; or (v) any defects caused by or connected with the normal wear and tear, the use of unsuitable materials or consumables by the Customer;
- (b) the Service Provider shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any direct or indirect, contingent, special, consequential or incidental loss or damages, howsoever arising (including without limitation any loss of actual or anticipated profits or revenue or anticipated saving, loss of use, punitive or exemplary damages, the cost of substitute equipment or replacement, removal or reinstallation materials or services not arising from the Services Warranty Period provided herein, towage charges, pollution remediation costs, costs of docking, diving or sub-sea work, damage to any vessel, engine room or power plant site, yard or other property (including damage to goods owned by the Customer), costs for additional tests, debris removal, or for loss of time or use of equipment, installation system, loss of production, operation or service). This limitation on the Service Provider's liability shall apply to any liability for breach of the Service Provider's obligations under or in connection with the Services whether based on warranty, failure of or delay in delivery or otherwise.

(c) the Service Provider's total liability to the Customer in respect of all other losses arising under or in connection with the Contract (including the cost of repairs (if any)), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Contract by the Service Provider, its employees, agents or subcontractors shall not exceed fifty per cent (50%) of the total Contract Price.

11.2 The Customer shall be liable for any liability or damage due to unauthorized modifications, hoisting equipment or other equipment furnished by the Customer (the "Customer's Tools") for use by the Service Provider's employees, agents or representatives used in connection with the provision of the Services. The Customer shall be responsible for the proper use of the Customer's Tools by the Service Provider's employees, agents or representatives and shall ensure that such employees, agents and representatives are aware of the necessary safety instructions and warnings which apply to the Customer's Tools.

11.3 This Clause 11 shall survive termination of the Contract.

12. TERMINATION

12.1 Without limiting its other rights or remedies, the Service Provider may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer:

- (a) commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 10 days after receipt of notice in writing of the breach;
- (b) becomes subject to any of the events listed in Clause 12.2, or the Service Provider reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Service Provider, the Service Provider may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Service Provider without incurring any liability to the Customer, and all outstanding sums in respect of Services provided to the Customer shall become immediately due.

12.2 For the purposes of Clause 12, the relevant events are:

- (a) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (d) (being an individual) the Customer is the subject of a bankruptcy petition or order;
- (e) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (f) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- (g) (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

- (i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 12.2(a) to Clause 12.2(h) (inclusive);
- (j) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- (k) the Customer's financial position deteriorates to such an extent that in the Service Provider's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- (l) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

12.3 Without limiting its other rights or remedies, the Service Provider may terminate the Contract:

- (a) by giving the Customer one month's written notice;
- (b) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

12.4 Without limiting its other rights or remedies, the Service Provider shall have the right to suspend the supply of Services under the Contract or any other contract between the Customer and the Service Provider if:

- (a) the Customer fails to pay any amount due under this Contract on the due date for payment; or
- (b) the Customer becomes subject to any of the events listed in Clause 12.2, or the Service Provider reasonably believes that the Customer is about to become subject to any of them.

13 CONSEQUENCES OF TERMINATION

13.1 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Service Provider all of the Service Provider's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Service Provider shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Service Provider Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Service Provider may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Service Provider.

14.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Service Provider obtaining a written licence from the relevant licensor on such terms as will entitle the Service Provider to license such rights to the Customer.

14.3 All Service Provider Materials are the exclusive property of the Service Provider.

15 ENVIRONMENTAL, HEALTH AND SAFETY RESPONSIBILITIES

15.1 The Customer shall be responsible for all costs and expenses related to the management, handling, clean-up, removal and/or disposal of all waste material or hazardous substances as defined by any legislation or international convention relevant or applicable to the Services supplied to the Customer.

The Customer shall indemnify and hold harmless, in respect of any against any claims, fines, penalties and all related expenses arising in connection with such waste material or hazardous substances escaping to or from the site where Services are supplied to the Customer.

15.2 Any safety and/or environmental devices required for the use and/or operation of the Services shall be provided by the Service Provider at the exclusive responsibility of the Customer.

15.3 The Customer shall be responsible for affixing labels or plates containing warnings or safety and operation procedures and instructions as required by law or safe working practice to the Services. The Customer shall also be responsible for ensuring that any persons using the Services are aware of all necessary safety instructions and that these are followed at all times.

16. CONFIDENTIALITY AND DATA PROTECTION

16.1 A party (the "**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Clause 16 shall survive termination of the Contract.

16.2 The Customer shall not publish any document containing any reference to the Service Provider or make use of the CASS TECHNAVA name or any CASS TECHNAVA logo, whether express or implied, without the prior written consent of the Service Provider.

16.3 The Customer confirms that it is aware of and consents to the use by the Service Provider of any Personal Data within the meaning of the Data Protection Act 1998 and that the Service Provider may create and maintain computer and paper records, collect, hold, control, use and transmit personally identifiable information obtained from the Customer.

16.4 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 16 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

16.5 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Service Provider is the processor.

16.6 The Customer consents to the Service Provider holding and using its Personal Data for the purpose of fulfilling orders placed on the Service Provider and for the provision of services or any materials required in connection with such services for all necessary purposes in connection with such orders. In addition, the Customer consents to its Personal Data being held and used for the following purposes:

- (a) To contact the Customer with regards to any information relevant to the goods and services procured by it
- (b) To keep the Customer informed of news, services and activities of the Service Provider;
- (c) To contact the Customer with regards to goods and services which may be of interest to the Customer and other promotional materials of the Service Provider.

16.7 The Customer shall be entitled to change its consent preferences or withdraw its consent completely by sending the Service Provider a notice to this effect. The use of the Customer's information will cease immediately or as soon as practicably possible thereafter except where the Service Provider is required by applicable law or under the terms of a contract to use such information.

16.8 The Customer consents to the Service Provider appointing a third party processor of Personal Data if the Service Provider so requires. .

For the purposes of this Clause 16, the following definitions apply:

Data Protection Legislation means the Greek Data Protection Laws and any other European Union legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

Greek Data Protection Laws means all applicable data protection and privacy legislation in force from time to time in the Hellenic Republic, including, without limitation, the General Data Protection Regulation ((EU) 2016/679); Law 2472/1997 on the Protection of Individuals with regard to the Processing of Personal Data (as amended by Laws 3471/2006, 3783/2009, 3947/2011, 4024/2011, 4070/2012 and 4139/2013); Law 3917/2011 implementing Directive 2006/24/EC and Law 4070/2012 implementing Directive 2009/136/EC.

Personal Data includes, but is not limited to the Customer's name, address, telephone number, email address and the names and similar information of the Customer's directors, officers, employees and agents.

17. DUTIES, TAXES AND FEES

The Customer shall pay, where applicable, all duties, withholding and other taxes, custom fees and charges and all charges and fees by a classification or inspection society (if relevant). All such documentation or approvals which are required by applicable laws, and any applicable modifications of such laws, shall be the responsibility of any paid by the Customer.

18. GENERAL

18.1 Force Majeure

- (a) The Service Provider shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event.
- (b) If the Force Majeure Event prevents the Service Provider from providing any of the Services for more than two weeks, the Service Provider shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
- (c) For the purposes of this Contract, a "**Force Majeure Event**" means any event beyond the Service Provider's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including but not limited to strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of a utility service or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, compliance with any law or governmental order, rule, regulation or direction, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of the Manufacturer, suppliers or subcontractors.

18.2 Assignment and subcontracting

- (a) The Service Provider may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Service Provider.

18.3 Notices

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 21.3(a); if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18.4 Severance

- (a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18.5 Waiver and cumulative remedies

- (a) A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

18.6 Third party rights

A person who is not a party to the Contract shall not have any rights under or in connection with it. The Customer shall indemnify and hold harmless the Service Provider in respect of any liability to any third party in connection with the supply of the to the Customer.

18.7 No partnership

Nothing in this Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party as the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

18.8 Variation

Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Service Provider.

18.9 Governing law and jurisdiction

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law. All disputes arising under or pursuant to this Contract shall be referred to a single arbitrator in London in accordance with the Arbitration Act 1996 as from time to time amended and re enacted, such arbitrator to be appointed jointly by the parties or (in the absence of agreement within twenty (20) Business Days after notice in writing from one party to the other requiring a referral to arbitration) by the London Maritime Arbitrators' Association at the request of either party.

Dated June 2020