

# CAMPER & NICHOLSONS

## GENERAL TERMS AND CONDITIONS

These General Terms & Conditions ("GTC") apply to the Services, excluding any other terms that Client seeks to incorporate or which are implied by trade or course of dealing. To the extent of any inconsistency between any documents forming part of the Agreement, these GTC shall prevail except if expressly agreed otherwise.

### **1. DEFINITIONS**

- a. "Affiliates" means any entity which controls or is controlled (directly or indirectly) by, a party. "Control" means the ownership of 50% or more of the shares having control over such legal entity.
- b. "C&N Group" means C&N, its Affiliates and, as applicable, their subcontractors, co-listing agents and Sub-listing Brokers.
- c. "Consequential Loss" means (i) consequential or indirect loss under applicable law; and (ii) direct or indirect loss of: use, contract, revenue, or (anticipated) profit, howsoever caused, whether or not foreseeable at the effective date of this Agreement.
- d. "Services" means the services to be rendered by C&N to Client, as described in the Agreement. All other capitalized terms not expressly defined in these GTC shall have the meaning given elsewhere in the Agreement.

### **2. PAYMENT TERMS**

Client shall pay the Fee to C&N within 5 days of the invoice date. If Client fails to do so, without prejudice to any other at law remedy, C&N shall be entitled to (a) suspend any Services C&N or its Affiliates provides to the Client or Client's Affiliates; and (b) daily charge interest fee equal to 3-month EURIBOR + 2% until full payment is received. Client is not entitled to set off any amount against any payments due to C&N. Both parties are aware of international fraud and phishing risks and commit to never accept to transfer any sum due to the other party on a bank account which would have been notified by uncertified email or unreliable source. It is each party responsibility to satisfy with the correctness of the bank account details before making any payment and each of them agree to comply with the other party verification procedure.

### **3. TERMINATION**

Notwithstanding the Term of the Agreement, C&N shall be entitled to suspend or terminate the Agreement with immediate effect in the event the Client is (i) in material breach of the Agreement (including any breach of the provisions of Clauses 2 and 7); or (ii) declared bankrupt; enter into any arrangement with creditors; or enter into any formal insolvency process. Client shall pay C&N for any amount (including Fee) due in accordance with the Agreement up to the date of the termination.

### **4. WARRANTY**

C&N warrants that its personnel will be qualified to perform the Services to the best of its ability supported by experience. C&N shall not be liable for any advice or recommendations given by

C&N Group's personnel, regardless of cause; any advice or recommendations (if any) shall be provided for discussion or information only and shall not be construed as legal, technical or tax advice. Client shall always seek professional advice in relation to such particular concerns. C&N expressly excludes any implied terms, conditions or warranties (including of fitness for a particular purpose or merchantability). All terms and conditions implied by statute, common law or otherwise are excluded, to the fullest extent possible.

### **5. LIABILITIES AND INSURANCE**

C&N shall not be responsible for the care, custody, and control of the Vessel or any of its related parties' properties, which shall remain at all times with the Client. C&N shall not be liable for any of the actions or omissions of the Master or the crew. Each party shall take out appropriate insurance in respect of their obligations and liabilities under the Agreement. Client shall name C&N as coassured upon request with waiver of subrogation (including from its insurers) in favor of C&N Group, to the extent of liabilities specifically assumed hereunder. C&N shall be under no liability whatsoever to Client for any loss, damage, delay or expenses howsoever arising in the course of the Services ("Losses"), UNLESS the same is proved to have resulted solely from the willful misconduct of C&N and provided that Client has notified C&N of such Losses within six (6) months from the date of termination of the Agreement; In such case, C&N' liability for each incident or series of incidents shall never exceed the Fee (or the annual Fee, when applicable) payable hereunder ("Capped Amount"). For the purpose of this provision, willful misconduct means a personal act or omission committed with the intent to cause harm to people or damage to property, with knowledge that such act or omission would probably result in same.

CLIENT SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD C&N GROUP HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, PROCEEDINGS, FINES, COSTS (INCLUDING LEGAL AND ATTORNEY COSTS AND FEES), TAXES AND EXPENSES ("CLAIMS") IN CONNECTION TO THE LOSSES REGARDLESS OF CAUSE, TO THE EXCEPTION OF THE CAPPED AMOUNT AND FROM AND AGAINST CONSEQUENTIAL LOSS, REGARDLESS OF CAUSE (INCLUDING IN CASE OF NEGLIGENCE).

### **6. CONFIDENTIALITY, INTELLECTUAL PROPERTY & DATA PROTECTION**

Nothing in the performance of the Services shall grant from a Party to the other any rights or consent to use any of its owned trademark or other intellectual property rights including without limitation know-how, design, trademark, logo, all copyrights, layout, data analytics, URL, source codes ("IPR"). For the avoidance of doubt, any IPR developed during the Services shall belong exclusively to C&N. Confidential information shall not be disclosed except as necessary to allow C&N to perform the Services and to comply with any applicable laws, regulations and requirements of any relevant jurisdiction, bank or insurance. C&N shall be entitled to rely upon the accuracy and



# CAMPER & NICHOLSONS

completeness of Client provided data (including but not limited to information contained in any brochure documents or Vessel specifications) and shall not be required to verify the same. In so far as copyright in any material belongs to a third party, any material supplied by any party to the other is supplied on the basis that such third party's consent and licenses have been obtained. The Schedule 1 attached, related to the protection of personal data, shall apply in full to the Services.

## 7. COMPLIANCE WITH LAWS

In connection with this Agreement, the parties shall comply with all applicable laws, regulations, rules and requirements of any relevant jurisdiction, including all applicable anti-corruption, trade sanctions and anti-money laundering laws, regulations, rules and requirements, and shall each respectively take no action which would subject the other to fines or penalties under such laws, regulations, rules and requirements save when required by law. Client acknowledges that it shall provide C&N upon Effective Date with any documents reasonably required by C&N to comply with the above and with any updated version of the same immediately after any change occurred in such documents during the term of the Agreement. Notwithstanding anything to the contrary in this Agreement, Client agrees to hold harmless and indemnify C&N Group against any Claims whatsoever from any relevant local authorities in relation to C&N Group's non-compliance (if any) with applicable laws, regulations, rules or requirements, resulting from Client's breach of this Agreement or to the Client non-compliance (if any) with applicable laws.

## 8. FORCE MAJEURE

Save for any payment and indemnity obligations, neither party shall be responsible for default or non-performance of the Agreement to the extent that it is caused by any event beyond the reasonable control of the parties including, but not limited to, acts of God, strikes, pandemics, lockouts or other labor difficulties (provided they are not as a result of the personnel of the party seeking to rely on that particular event), criminal acts, fire, or flood. The affected Party shall make reasonable efforts to avoid, minimize or prevent the effect of such force majeure event.

## 9. ASSIGNMENT, NOVATION, SUBCONTRACT AND NOTICE

This Agreement may not be assigned, novated or subcontracted by either party without the other party prior written consent. However, C&N shall be entitled to freely assign, novate or subcontract part of or the whole Agreement to any of its Affiliates. Any notice to be served in accordance with this Agreement shall be signed by a duly authorized representative and sent by mail to the other party address to be valid; any address change must be notified to the other party.

## 10. GOVERNING LAW & DISPUTE SETTLEMENT

If Agreement is made with C&N entity based in Europe: This Agreement shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Agreement which has not been settled amicably shall be referred to arbitration in London in accordance with the

Arbitration Act 1996 or any statutory modification or reenactment thereof save to the extent necessary to give effect to the provisions of this Clause. The arbitration shall be conducted in accordance in English and with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. The reference shall be to three arbitrators to be appointed in accordance with said rules. The arbitration award shall be binding on both parties. Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator. In cases where neither the claim nor any counterclaim exceeds the sum of Euro 50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced. No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement; this does not affect any other right or remedy of a third party which exists or is available.

If Agreement is made with C&N entity based in the United States of America: This Agreement shall be governed by and construed in accordance with Florida State law and any dispute arising out of or in connection with this Agreement which has not been settled amicably shall be referred to arbitration in Palm Beach County, Florida in accordance with the rules of the American Arbitration Association under its Commercial Arbitration Rules current at the time when the arbitration proceedings are commenced. The reference shall be to three arbitrators to be appointed in accordance with said rules. The arbitration award shall be binding on both parties. Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

If Agreement is made with C&N entity based in Hong Kong: This Agreement shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Agreement which has not been settled amicably shall be referred to arbitration in Hong Kong in accordance with the Arbitration Ordinance, Cap. 609 (Arbitration Ordinance) or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The arbitration shall be conducted in English and in accordance with the Hong Kong International Arbitration Centre ("HKIAC") Terms current at the time when the arbitration proceedings are commenced. The reference shall be to three arbitrators to be appointed in accordance with said rules. The arbitration award shall be binding on both parties. Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator. No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement; this does not affect any other right or remedy of a third party which exists or is available of a third party which exists or is available.



# CAMPER & NICHOLSONS

If Agreement is made with C&N entity based in Singapore: This Agreement shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Agreement which has not been settled amicably shall be referred to arbitration in Singapore in accordance with the International Arbitration Act 1994 (Arbitration Act) or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The arbitration shall be conducted in English and in accordance with the Singapore International Arbitration Centre ("SIAC") Terms current at the time when the arbitration proceedings are commenced. The reference shall be to three arbitrators to be appointed in accordance with said rules. The arbitration award shall be binding on both parties. Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator. No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement; this does not affect any other right or remedy of a third party which exists or is available of a third party which exists or is available.

Invalidity of any of the terms provided herein shall not affect the validity of any other term. Clauses 2, 4, 5, 6, 7 and 10 shall survive the Term of the Agreement.

If Agreement is made with C&N entity based in the United Arab Emirates: This Agreement shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Agreement which has not been settled amicably shall be referred to arbitration in Dubai in accordance with the UAE Arbitration Law (Federal Law No. 6/2018 on 'Arbitration') or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The arbitration shall be conducted in English and in accordance with the Dubai International Arbitration Centre (DIAC) Terms current at the time when the arbitration proceedings are commenced. The reference shall be to three arbitrators to be appointed in accordance with said rules. The arbitration award shall be binding on both parties. Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator. No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement; this does not affect any other right or remedy of a third party which exists or is available.

## 11. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between Client and C&N and it supersedes all prior negotiations, representations or agreements, either oral or written, related to the subject matter hereof. If the Agreement is translated into any language other than the English language, the parties agree that the English version will prevail and the only controlling version.

## 12. NON-WAIVER OF RIGHTS & SURVIVING CLAUSE

None of the provisions of the Agreement shall be deemed waived by either party as a result of any failure to invoke any remedy, unless expressly specified otherwise in writing.



# CAMPER & NICHOLSONS

## SCHEDULE 1 - PRIVACY POLICY – PROTECTION OF PERSONAL DATA

This policy is drafted in accordance with the provisions of the EU General Data Protection Regulation No. 2016/679 ("GDPR"). Its purpose is to inform the Client about the way its personal data is processed by C&N (or the "Controller") as controller of the processing of the said personal data (the "Processing"). The Controller reserves its right to amend this policy as necessary to comply with the law.

### 1. PURPOSES OF THE PROCESSING

C&N collects and processes the Client's personal data in accordance with the GDPR for (i) the performance of the Agreement and of the C&N's obligations pursuant to it; (ii) to send the Client communications in relation to the Services provided under the Agreement that may be of interest and which may include events, offers, information, campaigns, activities and promotions. The Client may object to these communications by ticking the relevant boxes on C&N's data collection form or at any time by sending an email to C&N at the address specified in paragraph 2 below or by clicking on the link provided in any communication email sent by C&N.

### 2. CONTACT DETAILS

The Client may contact C&N by the following means as regards its personal data:

Email: [dpo@camperandnicholsons.com](mailto:dpo@camperandnicholsons.com)

### 3. NATURE OF THE PERSONAL DATA COLLECTED

- Client's personal details (First Name, Last Name, Email Address, Contact Number, Postal Address, Company and Position)
- Commercial data
- Payment data (Invoice, Means of payment)
- Customer service exchanges related to the performance of the order

C&N shall be entitled to rely upon the accuracy and completeness of Client provided personal data and shall not be required to verify the same.

### 4. LENGTH OF DATA RETENTION

Personal data are kept for the duration of the contractual relationship between the Client and C&N. The Client's personal data will be deleted from C&N's IT systems within 6 months following the termination of the Agreement. However, C&N will continue to hold some of the Client's personal data to comply with its statutory obligations for a period of 10 years. In addition, the Client's personal data may be archived for reasons of legal certainty, particularly in the context of litigation for the establishment, exercise or defense of the legal rights of each of the Parties.

### 5. RIGHTS OF THE CLIENT

- The Client is informed that it has the following rights:
- a right of access, i.e. the right to obtain the list of personal data processed by the Controller;
- a right of rectification, i.e. the right to request the rectification of its personal data if it is inaccurate or incomplete.
- a right of deletion, i.e. the right to request the deletion of the data for legitimate purposes, except if the Controller needs to keep the data for the recognition, exercise or defense of a legal claim;
- a right to withdraw consent, i.e. the right for the Client to withdraw its consent to the processing of its personal data when the processing does not have a legal basis;
- a right to object, i.e. the right to oppose the use of its personal data for certain purposes (commercial for instance);
- a right to data portability, i.e. the possibility for the Client to obtain from the Controller a data transfer to another controller and, if technically possible, to obtain a copy of its personal data;
- a right to the restriction of the processing, i.e. the right for the Client to suspend the processing of its personal data and to restrict its scope;
- a right to lodge a complaint with any data protection supervisory authority.

### 6. EXERCISE OF THE RIGHTS BY THE CLIENT

The exercise of all the above-mentioned rights should be carried out by the Client by writing directly to the following email address: [dpo@camperandnicholsons.com](mailto:dpo@camperandnicholsons.com). The Client will have to justify its identity.

### 7. TRANSFER OF PERSONAL DATA TO THIRD PARTIES

C&N does not sell, rent or share the Client's personal data to or with third parties outside C&N's group of companies. The Client's personal data may be transferred to third parties for the purposes of completing tasks or providing services to the Client on C&N's behalf. These third parties may be: IT services providers, C&N's subsidiaries and/or Hosting companies. When C&N requires services from third parties, C&N discloses only the personal data that is necessary to deliver the Services and signs contract with such third parties requiring them to comply in turn with the GDPR.

### 8. TRANSFER OF PERSONAL DATA OUTSIDE THE EEA

The processing of the Client's personal data is carried out in the local servers of C&N in Monaco. The Client's personal data may be transferred to countries outside the European Economic Area (EEA), which may have a lower standard of data protection laws than the EEA, such as the United States or Switzerland. When C&N transfers personal data outside the EEA, C&N only does so on the basis of a contract containing data protection provisions directed by the European Commission and ensures that appropriate measures are taken in order to protect the rights and freedoms of its clients in accordance with this policy.

