

SUPPLY CONDITIONS OF BEBEKA FOR INTENDING (NON) MEMBERS

Article 1 / General

- 1.1. Coöperatieve Aan- en Verkoopvereniging voor de Scheepvaart Bebeka U.A. (hereinafter referred to as "The Association") established in Groningen aims to provide it's members with material needs by acquiring and providing it's members of shipping supplies in the widest meaning and to provide services.
- 1.2. To achieve that aim, The Association, amongst others, carries on trade in shipping supplies and, if so desired, arranges in its own workshops and factories the manufacturing, modification and repair of ship supplies and, amongst others, acts as intermediary in respect of conclusion of agreements between suppliers and members.
- 1.3. Pursuant to its rules and regulations, The Association is also entitled to perform the above mentioned activities also on behalf of non-members. These supply conditions which are based on these rules and the regulations of The Association, are applicable to the above mentioned activities for nonmembers.

Article 2 / Liability

The Association only acts as intermediary on behalf of non-members also in case The Association places orders in it's own name and is invoiced by the respective supplier. The Association is not liable in any way for damage and/or loss in any form whatsoever for products delivered or services rendered to members or non-members nor for eventual wrong or late delivery/rendering of same.

Article 3 / Payment

- 3.1. The Association is entitled to request non-members for an advance payment in favour of The Association for payment of the goods which the non-members shall take delivery of from The Association. Invoices which are concluded between The Association and the supplier (either in the name of non-members or in the name of The Association) shall, after receipt thereof, be

sent forward to non-members and have to be paid in cash. Non-members are not entitled to any discount obtained by The Association.

- 3.2. In case of transferable money the date of payment is the date on which the bank account of the association is credited. All payments are without costs for The Association.
- 3.3. In the event of overdue payments which are not paid within 7 days after receiving a reminder of The Association, The Association is entitled to end immediately the authority of nonmembers to purchase via The Association from third parties.
- 3.4. Claims of non-members on The Association will serve as security for all which non-members are indebted to The Association and may be set-off by The Association from all The Association has to claim from non-members. Non-members are not entitled to set-off.

Article 4 / Applicable Law and Disputes

- 4.1. Dutch Law is applicable to every agreement between The Association and non-members. In so far these Supply Conditions do not provide otherwise, the conditions of the supplier shall apply.
- 4.2. Disputes between The Association and non-members shall be submitted to the competent court of Groningen, The Netherlands.

Article 5 / Versions and conversion

- 5.1 These Supply Conditions have a Dutch and English version. In case of disputes in respect of the interpretation of the Supply Conditions, the Dutch version will prevail.
- 5.2 Should any article of these Supply Conditions (or part thereof) be considered null and void for any reason, the balance of these Supply Conditions will remain valid.