



## **Terms and Conditions**

### **Holland Hellenic Shipping Agencies Ltd**

The following Terms and Conditions shall govern all business agreements, transactions and contracts entered into by Holland Hellenic Shipping Agencies Limited.

#### **DEFINITIONS**

- 1) The following definitions are for the purposes of these Terms and Conditions:
  - a. "Holland Hellenic" is the private company of limited liability, Holland Hellenic Shipping Agencies or any subsidiary company.
  - b. "The Principal" is the person or the legal entity for whom or on whose behalf Holland Hellenic undertakes activities and renders services under his instructions.
  - c. The "Services" are all the services provided to the Principal by Holland Hellenic and all the activities undertaken by Holland Hellenic for and on behalf of the Principal, in relation with vessel(s) and/or cargo (es) and/or transportation matters and/or other arrangements, whether or not for remuneration, whether same be by way of charge, fee, commission of any kind.
  - d. The "Supplier" means the person or the legal entity who is sub-contracted to provide services or goods to the Principal through Holland Hellenic. It also means the sub-agents who are appointed by Holland Hellenic for and on behalf of the Principal.

#### **GENERAL CLAUSES**

- 2) Every quotation provided by the Holland Hellenic is without obligation.
- 3) These Terms and Conditions apply to all quotations provided by Holland Hellenic, all agreements signed, all services and business provided and any actual and legal acts undertaken on fulfilling one thing or another, unless otherwise agreed by Holland Hellenic in writing.
- 4) Deviation(s) from these Terms and Conditions are only valid, only when confirmed in writing by Holland Hellenic in advance.
- 5) In the event that one or more (parts of) of these terms and conditions would in law become null and void or would not be applied, then that is of no consequence to the validity of the other parts of these Terms and Conditions.
- 6) *Right of Retention/Lien and Right of Pledge:*
  - i) Holland Hellenic has a right of retention/lien and a right of pledge towards whoever, who requires surrender thereof, on goods, documents, monies or assets for whatever reason and with whichever destination in custody of or to be in custody of Holland Hellenic for all claims of whatsoever nature or cause Holland Hellenic has or may have against the Principal and/or the Supplier.
  - ii) Holland Hellenic is also entitled to exercise the right or retention/lien and /or right of pledge referred to under a. for that which the Principal or the Supplier still owes Holland Hellenic in relation to previous orders or business.

#### **TRANSACTIONS WITH THE PRINCIPAL**

Transactions between Holland Hellenic and the Principal are governed by the following terms:

- 7) Holland Hellenic shall use a reasonable degree of care and diligence in the provision of the Services.
- 8) Holland Hellenic shall treat all Principal's matters with absolute confidentiality.
- 9) Holland Hellenic shall be entitled to sub-contract the services in whole or in part and Holland Hellenic has the authority to appoint sub-agents to perform services on behalf of the Principal
- 10) All prices quoted by Holland Hellenic are excluding VAT and are appropriate for the situation at the time of the quotation and is without obligation. In case of subsequent increases of one or more cost-price factors, such as purchase prices, wage costs, social security contributions, freight costs including fuel costs, changes in the exchange rate, etc, Holland Hellenic is entitled to increase the original price accordingly.
- 11) That the Principal will take all reasonable steps and measures, including but not limited to timely provision or relevant complete and accurate instructions, information and documentation to enable performance of the contracted Services.
- 12) That the Principal will pay forthwith by bank transfer to Holland Hellenic's bank account all the necessary funds (i.e. prefunding) which Holland Hellenic estimates will be incurred for the rendering of the requested services. If the Principal fails to provide the necessary funds, Holland Hellenic will be entitled to suspend the rendering of its services and to take all the legal measures to protect its interests.
- 13) That the Principal will pay to Holland Hellenic all invoices - less the amounts of the prefunding - related to the rendered services within 14 days from the invoice date. In absence of payment within this period, the Principal is legally in default and is liable for interest on the principal sum equal to 4% above the 12 month Euro Interbank Offered rate (Euribor) or the maximum allowed rate under Greek law, whichever is higher, from the due date of the invoice to its full settlement. Except for written permission by Holland Hellenic, the Principal is not entitled to set-off invoices or claims for whichever reason.
- 14) That the Principal will indemnify Holland Hellenic and hold Holland Hellenic, its employees, its sub-contractors and its sub-agents harmless against all claims, costs, and demands whatsoever and by whomsoever made in excess of the liability of Holland Hellenic under this contract, whether or not such claims, costs and demands arise from or are connected to negligence or breach of duty of Holland Hellenic, its employees, agents or sub-contractors.

#### **TRANSACTIONS WITH THE SUPPLIER**

Transactions between Holland Hellenic and the Supplier are governed by the following rules:

- 15) Holland Hellenic acts as agent for and on behalf of the Principal at all times and has the authority to enter into contracts under its agency role.
- 16) The Supplier shall use a reasonable degree of care and diligence in its performance, the provision of its services and the information it provides.
- 17) The Supplier shall treat all matters of Holland Hellenic and of its Principals with absolute confidentiality.

- 18) The Supplier shall have a valid liability insurance policy or errors & omissions insurance policy. The said insurance policy shall be provided by a first class insurance company.
- 19) The Supplier and its employees shall be fully insured according to the applicable law.
- 20) Holland Hellenic expects the Supplier and its employees to use safety measures, materials and equipment, should the nature of work requires same. The contrary shall constitute an absolute breach of these Terms and Conditions and shall terminate any agreement and/or contact between Holland Hellenic and the Supplier.
- 21) The Supplier shall present a legal invoice for its services and /or goods.
- 22) The Supplier shall NOT be entitled to sub-contract any of its services or appoint third parties, without the written permission of Holland Hellenic.
- 23) Holland Hellenic shall not be liable for any losses and/or damages caused by the Principal to the Supplier. It is explicitly agreed that each order given by Holland Hellenic to the Supplier, entails the legal and financial obligation of the Principal against the Supplier. In such a case, the Supplier holds Holland Hellenic harmless against any possible claim that may arise from the Supplier against the Principal due to unpaid services or goods.

#### **LIABILITY**

- 24) Any event which may give cause for a claim towards Holland Hellenic shall be notified to Holland Hellenic in writing as soon as possible but latest within 14 calendar days of any such occurrence, failing which any and all claims against Holland Hellenic will be time barred.
- 25) Subject to the other articles in the present Terms and Conditions , Holland Hellenic is not liable for any damages, losses, financial disadvantages (including those flowing from delay) incurred by the Principal or any other party, also including damages, losses or disadvantages caused by incorrect advice from Holland Hellenic, its employees, its agents and or its sub-contractors.
- 26) Any legal action concerning liability, depending on whichever ground, can only be instituted by the Principal within the limits of these terms and conditions. Should subordinates and sub-contractors and companies associated with Holland Hellenic be held liable it is stipulated on their behalf that they can invoke all clauses in relation to exemption and exclusion included in these Terms and Conditions.
- 27) For any damage and/or claim received, HHSA's liability shall under no circumstances exceed the invoice value of the agreement entered into, not including VAT, up to a maximum of EUR 500,000.- per event or series of events with the same cause of damage.
- 28) HHSA shall never be liable for any kind of consequential damage(s).

#### **FORCE MAJEURE**

- 29) Neither Holland Hellenic nor the Principal shall be liable for delay in performing or failure to perform obligations under this contract, if such delay or failure is a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act or foreign enemies, revolution, insurrection, military or usurped power of confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone



or internet service, or circumstances whatsoever beyond the reasonable control of either party.

**GOVERNING LAW AND DISPUTES**

30) This contract shall be subject to and construed according to the laws of Greece.

31) All disputes under this agreement between Holland Hellenic and the Principal or between Holland Hellenic and the Supplier shall be submitted to the exclusive jurisdiction of the competent courts of Piraeus, Greece.