

Terms for Service by TTT

Standard terms and conditions for Service performed by Theunissen Technical Trading BV (TTT)

These Terms service by TTT apply to systems (including equipment and any peripherals) and / or products provided by TTT. Examples of delivered systems and products are onboard communications systems, fire detection systems, electrical power supply systems and reverse osmosis systems. Service work always follow after a specific request from the client.

- **Service**

Service is defined as the combination of all the work needed to repair or enhance a fully installed and mechanically and electrically fully connected system or product that requires repair according to the client. This provision of service and, if necessary, replacement of parts, is essentially corrective or, if TTT believes this is necessary, (partly also) preventive. The service of a system is summarized on basis of a Service Report model established by TTT and includes, amongst others, checking procedure of the functionality of hardware and / or software, as well as the specific identification of the cause or causes of a failure. The client is deemed to have taken note of these "Terms and Conditions of Service by TTT" prior to the performance of the service work. In carrying out the service work the description of the fault, failure or problem, as given by the contact person of the client (this can also be an intermediary) is taken as a starting point. In essence, the purpose of the service will be to solve the described shortcoming or failure as communicated by the customer. A wider audit of operation and functionality of the system or product is common, but a fully functional test (also in all areas other than specified by the client) should not automatically be deemed to have been carried out. All the documents and / or drawings necessary for the repair of the system or product should be available for TTT prior to the start of the service.

- **Exclusion of activities**

Errors in connection that emerged during the service job should be restored in principle, by personnel of the client. It is considered additional work in case TTT is to perform forthcoming repairs. When such repairs require substantial time, TTT will inform the client or the duly designated contact on site in advance.

If connection to external systems or products, not delivered by TTT, is ought to be applicable or necessary (e.g. VDR, GSM network, shore lines or fire detection system), all these connections shall be deemed to be correct and operational. In carrying out service work, unless specifically predetermined between the client and the TTT, the connections as well as the possible effects of the service job on external connected devices will not automatically be checked or measured.

The client must, as far as programming of texts or functionalities is ought to be applicable for the service job on the system or product, indicate to TTT to whether there is any specific programming, which should be retained in the system for which the service is requested. TTT will if necessary copy the specific programming of any such system prior to servicing, to ensure client specific settings are not written over by mistake.

- **Warranty**

For the warranty, please refer to our general terms and conditions. To the extent that new components are used in a product or system, the warranty conditions for that component will apply as of the day of completion of the service job, excluding influences that cannot be foreseen such as the influence of external devices or wiring errors. If the influence of external products or systems, not by TTT delivered, on the systems or products supplied by TTT cannot be assessed during the service job by TTT, for example because these external systems or products at the time of the service job are not (entirely) are operational, the warranty of TTT will no longer apply to all the (system) components of the system or product supplied by TTT, in so far as the functioning of the system or product might be affected in any possible way by this external system or product.

Service work performed during the warranty period, which is not caused by defects of the equipment itself, is excluded from any warranty and will be separately invoiced to the customer for the prevailing TTT rates. Causes for such work, excluded from warranty, include amongst others:

- Careless or incorrect use, negligence, rough handling, intentional abuse or destruction, (repair) work on the equipment executed by others than TTT staff;
- climatic and meteorological influences such as storm damage, lightning damage, fire, explosion, damage due to tumbling of equipment, collapse, loss or theft, acts of destruction or equivalent causes;

- Humidity, water damage, hazardous fumes or gases, the effects of temperature, contamination by sand or dust, the effects of acids;
 - The failure of the electrical voltage or disturbances due to connection to incorrect power voltages
 - Desired changes or modifications by the client, connections of auxiliary or peripheral equipment, displacements;
 - The placement of components, which can be carried out in a simple manner by the client itself.
- **Access to systems and products**
The client is responsible for creating an environment in which the service job can be properly executed. During the period of service there shall at all times be unrestricted access to the systems (incl. peripherals) and / or products that are to be repaired. TTT is entitled to charge the client for delay time caused by poor accessibility to the equipment and peripheral equipment which is to be repaired.
 - **Safe working environment**
TTT highly values the safety of its personnel. When performing work, also on location, it is a basic principle that the safety of the personnel of TTT is not to be compromised at any time. To this end, the employees of TTT might use appropriate Personal Protective Equipment (PPE) in case they deem this necessary. The client must also ensure that the work environment is and remains safe for the employees of TTT. This client concern for a safe working environment includes preventing the release of hazardous substances or gases, offering additional requirement or required safety devices and security measures (such as for working at height) and the prevention of exposure to hazardous activities by third parties.
 - **Staff deployment**
TTT determines the necessary manpower for the service based on experience as well as the size of the system or product to be serviced. A staff member will be appointed by the client as a point of contact on location as well as for providing assistance to TTT, as far as this is deemed necessary by TTT, during the entire period of service.
 - **Transfer of responsibility**
The service is completed by signing the Service Report, that summarizes the results of the service work carried out by the service engineer of TTT, both by the representative of the client and the service engineer of TTT. Possible transfer of the system or product to entities other than the client, such as an installer, owner or classifying authority, can only take place in the presence of and cooperation with a duly authorized employee of the part of the client.
 - **Overtime**
If a service engineer of TTT, during the execution of the service job, assesses that any activities are necessary which, also based on the starting points in these *Terms for Service by TTT*, are ought not to be part of the service job, the service engineer will make this known to the client. In the Service Report from TTT, which is to be signed by both the client and the service engineer of TTT, explicit mention should be made of such additional work that is deemed necessary. In so far as such deviations lead to performing additional work, which is regarded not to be part of the service job according to the starting points in these *Terms for Service by TTT*, such additional work will be charged to the customer in accordance with these terms and based on the prevailing rates of TTT at that time. Such additional work is to be ordered in written from TTT before TTT can commence to perform the additional work.
 - **Liability and miscellaneous conditions**
 - TTT is not liable for any damage that client suffers as a result of failure or malfunctioning of the equipment, or for any other direct or indirect damages that client or its affiliates that use lead of the equipment.
 - TTT cannot be held liable for any costs arising out of activities performed by our client on any of the products or systems supplied by TTT, without expressly prior permission in written given by TTT.
 - A service job can be cancelled by the client up to 24 hours prior to the planned service job free of charge, provided no specific charges have been made by TTT (including airfare, hotel, etc.). If the planned service cannot be performed at the appointed time, and TTT fails to be informed in due time, already has

commenced travelling or are already has personnel present on location or already has made any costs (eg airline tickets, hotel costs etc.), TTT is compelled to charge aby forthcoming costs, including hour rates or travel time to the client. For service outside Holland, charging costs to the client also apply in case the ship is not in port, or delayed, or in case the necessary service materials have been lost during the trip outside the responsibility of the employee(s) of TTT.

- TTT is entitled to giving directions and providing advice by phone, as well as supply parts that deem to be necessary, in order to allow simple problems, repairs and operations to be executed by clients themselves.
- The client is not permitted type and / or serial numbers or other identifying characteristics to remove or change.
- Any observed system or product faults shall be reported to TTT as soon as possible after their occurrence.
- TTT will carry out the service and repair work with great care. In any repair job, TTT will take measures the service engineer deems necessary to rapidly eliminate the system or product fault or malfunctioning.