

## GENERAL CONDITIONS INTERLLOYD GROUP

*In this context, 'Interlloyd Group' means: Interlloyd Group B.V. and/or [any of] its [first-tier, second-tier, etc.] Dutch subsidiaries, including but not limited to Interlloyd (Averij) B.V. and Expertisebureau W.M. van Karsen B.V.*

- 1. Only Dutch law will govern the relationship between Interlloyd Group and its instructing parties, clients and other parties or persons involved (" the Clients").*
- 2. Any liability shall be limited to the amount which is paid under Interlloyd Group's professional liability policy in the matter concerned. Liability of Interlloyd Group for any form of indirect or consequential losses is excluded; liability for direct loss for which Interlloyd Group (for whatever reason) has no cover at all under any insurance, shall be limited in all cases to the total amount of the invoices sent by Interlloyd Group in the matter concerned which have been timely paid, with a maximum of € 10,000 (say: ten thousand Euro). No set-off shall be permitted.*
- 3. The Clients will indemnify and hold harmless Interlloyd Group in respect of all claims and demands from third parties which arise out of, or are connected with, the instructions given to Interlloyd Group and will reimburse Interlloyd Group the reasonable costs of a defense against such claims.*
- 4. Any right against Interlloyd Group to indemnification or damages shall be forfeited in any case six months after (any of) the Clients have become aware of any event which may lead to liability of Interlloyd Group.*
- 5. The Court of Rotterdam shall have exclusive jurisdiction to decide all disputes between Interlloyd Group and the Clients, but Interlloyd Group reserves the right to file suit against the Clients, in connection with payment of invoices or an indemnity as referred to above, before a Court which would (also) be competent without the above choice of jurisdiction.*