



**MICO**

Scandinavian Underwriters Agency  
Mutual Insurance Claims Office  
Rotterdam

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## **General Terms and Conditions**

### **SCUA Rotterdam B.V. and MICO (Mutual Insurance Claims Office) B.V.**

1. SCUA Rotterdam B.V. and MICO (Mutual Claims Office) B.V. work closely together, but they conclude agreements with their clients independently and they are each independently responsible to carry out the assignments assigned to them.
2. In these General Terms and Conditions, the Contractor is to be understood at all times as the separate party to whom the Client has given the assignment SCUA Rotterdam B.V. or MICO (Mutual Insurance Claims Office) B.V. The Client is to be understood as the individual or the legal entity, who has given the assignment and/or for whom the activities have been or are carried out.
3. Since activities are performed for both insurers (including P&I Clubs and H&M Underwriters) and other parties being a member or otherwise connected to insurers, such as ship owners, it is explicitly stipulated that these General Terms and Conditions including the exonerations are applicable in relation to all these parties connected with the assignment

### **Applicability**

4. These General Terms and Conditions are applicable to all assignments, including any follow-up assignments or amended or supplementary assignment, given to the Contractor and to all work carried out by or on behalf of the Contractor. These General Terms and Conditions also apply to all legal relationships following therefrom or in connection therewith. Furthermore, these General Terms and Conditions apply to benefit any third party who, whether or not in an employment relationship, is involved in the performance of any assignment. Third parties who may rely on these General Terms and Conditions towards the Client include in any case SCUA Rotterdam B.V., when engaged by MICO (Mutual Insurance Claims Office) B.V. in respect of the performance of an assignment, and MICO (Mutual Insurance Claims Office) B.V. when engaged by SCUA Rotterdam B.V. in respect of the performance of an assignment (as well the individual persons from their organisations actually performing the assignment).
5. Acceptance by or on behalf of the Contractor of an offer of a Client, in which reference is made to this Client's own general terms and conditions shall be considered to have been done with the explicit rejection of the Client's general terms and conditions.
6. All assignments of the Client shall be deemed to have been given exclusively to the Contractor as an organisation, even in the event that it is the explicit or implicit intent that the assignment be performed by a specific person. Article 7:404 (which provides for the latter)

SCUA Rotterdam  
+31 10 452 5100  
rotterdam@scua.com

Postal & visiting address:  
Wilhelminakade 75B  
3072 AP Rotterdam  
The Netherlands

MICO Rotterdam  
+31 10 452 3046  
info@micorotterdam.com



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and article 7:407 subsection 2 (which creates a several liability for cases where assignments have been given to two or more persons) of the Dutch Civil Code shall not apply.

**Fulfilment of the assignment**

7. The Contractor shall be obliged to exercise the due care that, in the given circumstances, may reasonably be expected from it with respect to the services provided by it or on its behalf. The Contractor does not guarantee the accomplishment of the intended result.
8. While fulfilling assignments, Contractor will generally engage third parties, including (maritime) experts, surveyors, laboratories, samplers and also lawyers and other external advisors. Client provides Contractor power of attorney to act as its agent and issue assignments to third parties in its name. Whilst exercising due care with the selection of these third parties Contractor is not responsible for their performance. Contractor is not liable for their performance within the meaning of article 6:76 B.W. Client should advise in advance in and to what extent he wishes to be involved in the selection of these third parties.

**Remuneration, disbursements and advance payments**

9. The invoice consists of fee, disbursements and VAT, if applicable.
10. Unless agreed otherwise, the Client owes the Contractor a remuneration amounting to the number of worked hours multiplied by the hourly rate applied by the Contractor. The Contractor reserves the right to adjust the rates every year to the price developments.
11. Disbursements are:
  - a. Compensation of specified expenses, such as travel and hotel expenses, etc.;
  - b. Compensation for expenses in relation to third parties instructed when performing the assignment;
  - c. Compensation of unspecified office costs, such as postal charges, telephone and the like, are fixed at a standard rate of 4% of the fee.
12. The Client owes the Contractor at first request an advance payment for what the Contractor is entitled to. This advance payment shall be set off against the final invoice. The Contractor may also require (additional) advance payments prior to incurring any specific expenses or performing any specific activities.

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**Invoices and suspension of work**

13. As a rule, the Contractor sends an invoice each month. Complaints about invoices must be submitted within fourteen days after the date of invoice.
14. If the Client fails to pay an invoice in time, the Contractor is entitled to suspend its work and to terminate the assignment, after having notified the Client in writing. The Contractor does not accept liability for any damage caused by suspension of the work on this ground. Activities may be suspended if there is no sufficient advance payment available.
15. The Client is not allowed to suspend payment of any amounts payable by him or to set these off against any (alleged) counterclaims.

**Interest and debt collection charges**

16. Except for a justified complaint, each invoice must be paid within fourteen days after the date of invoice, for lack of which the Client shall be in default without requiring any notice of default and EU-default interest shall be due.
17. In the event of debt collection measures all reasonably incurred collection charges in and out of court shall also be payable, amounting to 10% of the payable amount with a minimum of EUR 45,00.

**Third-Party Funds**

18. Funds received by the Contractor when performing the assignment as damages or otherwise not intended to be settled with work of expenses of Contractor will generally be held in a separate bank account of the third-party funds trust Stichting Deringelden SCUA & MICO. Contractor will charge Client for these activities (including costs paid for bank charges and interest where applicable). Credit interest is accrued on funds held in trust will be for the benefit of Stichting Deringelden SCUA & MICO, unless another arrangement has been agreed with the Client in advance.

**Liability**

19. In the event that, when carrying out a Client assignment, an incident should occur that may lead to liability of the Contractor, such liability shall be limited to the amount indemnified by the professional liability insurance of the Contractor, increased with the Contractor's deductible under this insurance. The incident referred to in the previous sentence shall also include a failure to act. Furthermore, the Contractor shall not be liable for any indirect or consequential damages.

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20. Should for whatever reason no insurance payment be made under the aforementioned insurance, the liability of the Contractor shall be limited to five times the remuneration invoiced by the Contractor to the Client in the calendar year in which the damage has occurred in the relevant case, up to a maximum of EUR 100,000.
21. The engagement of third parties, if any, is at all times at the expense of the Client. The Contractor is authorised to accept any limitations of liability of the third parties that it has engaged on behalf of the Client, without any prior consultation with the Client. The Contractor shall not be liable for any failure to perform on the part of such third parties.
22. Any and all claims against the Contractor shall lapse if not claimed before the competent court within one year after the date on which the party involved became aware - or could reasonably have been aware - of the existence of such liability.
23. Persons who are directly or indirectly working for the Contractor, as well as its employees and third parties contracted in the context of the performance of the assignment, are always entitled to rely on these General Terms and Conditions which have also been agreed for their benefit. They may invoke the limitations of liability and the expiry periods contained in the present General Terms and Conditions

#### **Miscellaneous**

24. The relationship between the Contractor and its Clients shall be governed by Dutch law. Disputes shall be settled exclusively by the competent Court of Rotterdam. Nevertheless, the Contractor has the right to submit disputes to the Court that would have had jurisdiction over disputes if the above choice of forum had not been made.
25. These General Terms and Conditions are available in Dutch and in English. In case of a dispute regarding the contents or the scope of these General Terms and Conditions, the Dutch text shall prevail.
26. The Contractor may amend or supplement these General Terms and Conditions. An amendment and/or supplement shall only be binding upon the Client fourteen days after the Client has been notified thereof in writing.
27. The General Terms and Conditions have been filed with the Registry of the Court of Rotterdam on 22 September 2022 under number 28/2022 and may also be consulted via <https://www.scua.nl/generalconditions.pdf>

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