GlobalBQS

LEGAL · GBQS TERMS

General Terms and Conditions

These General Terms and Conditions govern every service of GlobalBQS; its total liability per survey is capped at the fee paid for that survey (Article 8).

Version 1.0 – effective 2 November 2026.

> GlobalBQS is a trade name of **Rensmarine B.V.**, a private limited company under Dutch law, Amundsenweg 23, 4462 GP Goes, the Netherlands, registered with the Netherlands Chamber of Commerce (KvK) under number 97428345, VAT number NL868046814B01. E-mail: ops@globalbqs.com. Website: www.globalbqs.com.

1. Definitions

In these Terms the following capitalised words have the meaning set out below.

1. **GlobalBQS**: Rensmarine B.V., trading as GlobalBQS, and its legal successors.
2. **Client**: any legal entity or person acting in the course of a business that orders or uses the Services, including its users of the Portal.
3. **Services**: all services of GlobalBQS, including the ordering, coordination, performance, reporting and storage of Surveys, the Portal, data analytics and any related advice.
4. **Survey**: one bunker quantity, bunker delivery, on-hire, off-hire or condition survey (or any other survey type offered) carried out for one vessel, at one port, on one day. A delivery on another day is a separate Survey.
5. **Surveyor**: the natural person or company that carries out the Survey on board, whether engaged by GlobalBQS or nominated or appointed by the Client.
6. **Report**: the survey report and any related document, data, photograph or certificate issued through the Services.
7. **Fee**: the amount, excluding VAT and disbursements, invoiced by GlobalBQS to the Client for one specific Survey.

8. **Portal**: the online client environment of GlobalBQS and the surveyor application, including any API or other access method.
9. **Agreement**: every agreement between GlobalBQS and the Client for the provision of Services, including each individual order.
10. **Terms**: these General Terms and Conditions.

2. Applicability

1. These Terms apply to every offer, quotation, order, Agreement and Service of GlobalBQS, and to every use of the Portal.
2. The Services are intended exclusively for businesses. GlobalBQS does not contract with consumers.
3. By placing an order, creating a Portal account or using the Services, the Client accepts these Terms. GlobalBQS makes the Terms available on its website and in the Portal, and sends them on request free of charge.
4. The applicability of any purchasing or other general terms of the Client is expressly rejected, also where such terms are referred to in a nomination, purchase order or bunker confirmation.
5. Deviations from these Terms are only valid if agreed in writing (e-mail sufficient) by GlobalBQS for a specific Agreement.
6. These Terms also apply to Services performed by Surveyors and other third parties engaged by GlobalBQS. Such third parties may invoke these Terms, including Article 8, directly against the Client.

3. Services and role of Surveyors

1. GlobalBQS provides a platform for the standardised ordering, performance, reporting and analysis of Surveys. All Services are an obligation of best efforts (*inspanningsverplichting*), not an obligation of result.
2. Where the Client nominates or appoints the Surveyor, GlobalBQS acts only as provider of the platform, standard procedure and reporting format. In that case the Surveyor performs the Survey under its own responsibility and GlobalBQS is not liable for the acts or omissions of that Surveyor.
3. Where GlobalBQS engages the Surveyor, the Surveyor acts as an independent contractor. GlobalBQS uses reasonable care in the selection of Surveyors.

4. A Survey records the observations, measurements and calculations of the Surveyor at the time and place of the Survey, using the information, tables and equipment available on board. Quantities are subject to the normal tolerances of tank soundings, calibration tables, trim and list corrections, temperature, density and sampling.
5. A Report is not a guarantee of the quantity, quality or condition of any bunkers, vessel or cargo, and does not release any party from its own obligations under any charter party, bunker contract or other agreement.
6. Ratings, scorecards, KPIs and other analytics in the Portal are indicative, based on the data available in the platform, and are provided without any warranty.

4. Orders and cancellation

1. An order is placed through the Portal, by e-mail to ops@globalbqs.com, or by copying GlobalBQS into the bunker confirmation. An Agreement is concluded when GlobalBQS confirms the order or starts performing it.
2. GlobalBQS may refuse an order without giving reasons.
3. Dates, times and attendance on board are best estimates. Delays caused by the vessel, port, terminal, barge, supplier, agent, weather or authorities are at the risk of the Client.
4. The Client may cancel an order free of charge until the Surveyor has been dispatched. After dispatch, GlobalBQS may charge the full Fee plus any costs already incurred by the Surveyor, such as travel, launch and waiting time.
5. Waiting time, aborted attendances and additional attendances caused by circumstances outside the control of GlobalBQS or the Surveyor may be charged at the applicable rates.

5. Obligations of the Client

1. The Client provides in time all information needed for the Survey, including vessel details, nomination, bunker confirmation, port, agent and contact persons, and warrants that this information is correct and complete.
2. The Client ensures, also on behalf of the vessel, owners, charterers, agents and suppliers, that the Surveyor has safe access to the vessel, barge, tanks, sounding points, documents and crew needed to perform the Survey.

3. The Client is responsible for the safety of the Surveyor on board and alongside, in accordance with applicable safety rules and the vessel's safety management system.
4. The Client keeps its Portal login details confidential and is responsible for all use of its accounts.
5. The Client is responsible for the correctness of data, documents and figures it uploads to the Portal itself, including bunker delivery notes and its own ROB figures.

6. Fees, invoicing and payment

1. Fees are those of the applicable service level as published by GlobalBQS or agreed in writing, in US dollars (USD) and exclusive of VAT, disbursements and third-party costs such as launches, travel and port charges.
2. GlobalBQS invoices per Survey or per calendar month, as agreed with the Client. Invoices are sent by e-mail.
3. Payment is due within 14 days of the invoice date, without deduction, set-off or suspension, by bank transfer to the account stated on the invoice. Bank charges are for the Client.
4. If the Client does not pay in time, it is in default without notice and owes statutory commercial interest (Article 6:119a Dutch Civil Code) and all reasonable extrajudicial and judicial collection costs.
5. Disputes about an invoice must be raised in writing within 14 days of the invoice date; after that the invoice is deemed accepted.
6. GlobalBQS may suspend the Services and withhold Reports for as long as any amount is overdue, and may require prepayment or set a credit limit.
7. Portal access is blocked after 12 months without a new Survey. Reactivation is charged at the Fee of one Survey.

7. Reports, data and Portal

1. A Report is issued for the Client only. The Client may share it with parties directly involved, such as owners, charterers, suppliers and P&I clubs, but no third party may derive any rights from it. The Client indemnifies GlobalBQS and the Surveyor against claims of third parties relating to a Report.
2. The Client must check each Report on receipt and report any error within 14 days. GlobalBQS may then issue a corrected or revised Report; this is the first remedy for any error in a Report.

3. The Client keeps ownership of its own data. The Client grants GlobalBQS a perpetual, non-exclusive, royalty-free right to use Survey data, in anonymised and aggregated form, for benchmarks, network KPIs, supplier and barge statistics, Surveyor ratings and the improvement of the Services. Data shared in this way never identifies the Client or its vessels to other clients.
4. GlobalBQS stores Reports and Survey data for at least 7 years after the Survey, unless agreed otherwise or required by law.
5. GlobalBQS aims for high availability of the Portal but does not guarantee uninterrupted or error-free operation. Maintenance, updates and outages of third-party providers may cause temporary unavailability.
6. GlobalBQS may change the functionality of the Portal, provided the core function of ordering, receiving and downloading Reports remains available.

8. Liability

1. The total liability of GlobalBQS for any damage arising from or in connection with a Survey, on whatever legal ground (contract, tort or otherwise), is limited to the amount of the **Fee actually paid by the Client for that specific Survey**. All claims relating to the same Survey together are subject to this one limit.
2. Where damage does not relate to a specific Survey (for example use of the Portal or analytics), liability is limited to ten (10) times the Fee for one Survey under the service level applicable to the Client (for example USD 990 for Logbook at USD 99 per Survey), but never more than the total Fees actually paid by the Client before the event causing the damage.
3. GlobalBQS is in no event liable for indirect or consequential loss, including loss of profit, loss of hire, off-hire, demurrage, detention, delay, deviation, loss of or claims relating to bunkers or cargo, price differences, loss of contracts, loss of data, or damage resulting from claims of third parties.
4. GlobalBQS is not liable for damage caused by incorrect or incomplete information from the Client, the vessel, the supplier or other third parties; by inaccurate tank tables, sounding equipment or instruments on board; or by a Surveyor nominated or appointed by the Client.
5. The limitations and exclusions in this Article do not apply if and insofar as the damage is caused by the intent (*opzet*) or wilful recklessness (*bewuste roekeloosheid*) of the managing directors of GlobalBQS.

6. Any right to compensation requires that the Client notifies GlobalBQS in writing of the damage, with reasons, within 30 days after it discovered or reasonably could have discovered it. Any claim lapses if legal proceedings have not been started within 12 months after the date of the Survey concerned.
7. The limitations and exclusions in this Article also apply to the Surveyors, employees, directors and other persons engaged by GlobalBQS, who may invoke them directly against the Client. The Client will not bring any claim directly against them that exceeds what it could claim from GlobalBQS.
8. The Client indemnifies GlobalBQS against all claims of third parties (including owners, charterers, sub-charterers and suppliers) in connection with the Services, insofar as these exceed the liability of GlobalBQS towards the Client under these Terms.

9. Force majeure

1. GlobalBQS is not obliged to perform and not liable if performance is prevented by circumstances beyond its reasonable control, including weather, port closures, strikes, epidemics, war, sanctions, government measures, cyber incidents, and failures of suppliers, Surveyors, telecom, hosting or internet providers.
2. If force majeure lasts longer than 30 days, either party may terminate the affected order without liability for damages.

10. Confidentiality and data protection

1. Both parties keep confidential all information of the other party marked as confidential or that is confidential by its nature, except where disclosure is required by law or permitted under Article 7.
2. GlobalBQS processes personal data in accordance with the EU General Data Protection Regulation and its privacy statement on www.globalbqs.com.

11. Intellectual property

1. All intellectual property rights in the Portal, software, report formats, procedures, analytics and documentation remain with GlobalBQS or its licensors.
2. The Client receives a non-exclusive, non-transferable right to use the Portal and the Reports for its own business purposes during the Agreement, and to keep and use issued Reports afterwards.

3. The Client will not copy, resell, reverse-engineer or systematically extract data from the Portal, other than downloading its own Reports and data.

12. Suspension and termination

1. GlobalBQS may suspend or terminate the Services with immediate effect if the Client breaches these Terms, fails to pay, is declared bankrupt, applies for a moratorium, or becomes subject to sanctions.
2. Articles 6, 7, 8, 10, 11 and 13 survive the end of the Agreement.

13. Governing law and jurisdiction

1. These Terms and every Agreement are governed exclusively by the laws of the Netherlands. The Vienna Sales Convention (CISG) does not apply.
2. All disputes are submitted exclusively to the competent court in Rotterdam, the Netherlands (District Court of Rotterdam, including the Netherlands Commercial Court where agreed). GlobalBQS may instead bring a claim before the competent court of the Client's place of business.

14. Final provisions

1. If any provision of these Terms is void or annulled, the other provisions remain in force. The void provision is replaced by a valid provision that comes as close as possible to its purpose. A limitation of liability that cannot be invoked in full can still be invoked to the extent permitted by law.
2. GlobalBQS may amend these Terms. The amended Terms apply to orders placed 30 days after they have been published on the website or announced in the Portal.
3. These Terms are drawn up in English. If they are translated, the English text prevails.
4. These Terms are available at www.globalbqs.com/terms.