

Ship Name BALTIC QUEEN

Quote Ref No -

Due 01/05/2025 - Delivery Date

IMO Number 9443255

Deliver To:

BALTIC QUEEN - TERMINAL D
PORT OF TALLINN - TERMINAL D
OFFICIAL GATE (AMETIKÄIK)
PIKKSILMA 19
TALLINN, ESTONIA
"CONTACT SHIP FOR PORT ACCESS"
10120

TERVISEAMET
TERVISEAMET
PALDISKI MNT 81, 10617 TALLINN
ESTONIA
SVETLANA VANINA
TEL. +372 794 3700

Telephone No: +372 794 3500
Fax No:
E-Mail Address: info@terviseamet.ee
Vendor Code: 13422

Telephone No: +372 53338507 (ship)
Fax No:
E-Mail Address: bridge@balticqueen.tallink.ee
VAT Number: EE100220641

Please ensure the purchase order number is quoted on the invoice. Failure to include the order number will result in the invoice being returned.

Department: Deck Dept

WORK DESCRIPTION
SANITATION EXEMPTION CERT

Description:

Ship Sanitation Control Exemption Certificate - Baltic Queen (IMO no.9443255).

Olemasolev sertifikaat kehtib kuni 02.05.2025.

Estimated Costing: 0.01 EUR
Received Costing: 0.00 EUR

Laev Tallinna Vanasadamas kai nr. 3 (10:45 - 18:00): Aprilli kuus paaritutel kuupäevadel.

Contact: BALTIC QUEEN / CH.OFFI

+372 512 6815

ChiefOfficer@BalticQueen.tallink.ee

Invoice To: Tallink Grupp AS, Sadama 5, 10111 Tallinn, Estonia, VAT EE100220641 Phone +3726409945, invoice.collector@tallink.ee,
Please indicate order number. E-invoice only for Estonian and Finnish contractors. Unless otherwise agreed on, the term of payment is 30 days net.

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TERMS AND CONDITIONS

MARINE PURCHASING SYSTEM TERMS AND CONDITIONS

These general purchasing terms and conditions shall apply to all purchases made by AS Tallink Grupp and/or its affiliates ("buyer") through Marine Purchasing System from its suppliers ("seller(s)").

1. ORDER CONFIRMATION

Having received an order, the seller shall immediately confirm the order to the buyer. The seller agrees to be bound by and to comply with all terms, conditions, provisions and requirements of the buyer set forth herein and in the purchase order to which these terms are attached as well as any other requirements set forth by the buyer, and which aforementioned are all expressly incorporated by reference ("Order"). Any acknowledgement of or response to this Order is deemed acceptance of this Order. For clarity, any acknowledgement by the seller of this Order containing terms that are inconsistent with or additional to the terms of the Order shall not be valid or binding unless specifically accepted in writing by the buyer.

Buyer is not obligated to purchase any quantity of goods and/or services except as specified in the Order.

2. INVOICING, TERMS OF PAYMENT

Payment shall be made against correctly addressed invoice(s) only. Invoice shall contain reference to one Purchase Order Number only, as specified in the Order. Missing or faulty Purchase Order Number on the invoice shall result in the invoice being returned to the seller.

Unless otherwise agreed in writing, the term of payment is 30 days net and shall commence upon acceptance by the buyer of the delivery of the goods and/or services. No extra charges of any kind will be allowed unless specifically in writing by the buyer.

In case the goods and/or services are not in accordance with the Order, without restriction to its other rights or remedies, the buyer has the right to deduct the cost of faulty delivery from the seller's invoice and, in addition, to withhold his payment until the matter has been finally agreed on or otherwise settled.

Buyer shall be entitled at any time to set-off any and all amounts owed by seller or its affiliate to buyer. For the purposes of this Offer, an affiliate with respect to either party shall mean any entity including without limitation any individual, corporation, company, partnership, limited liability company or group directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such party.

3. VALUE ADDED TAX EXEMPTION/VAT RATE

The following VAT exemptions/VAT rate apply to invoicing by the seller:

VAT exemption in accordance with Article 148 of the Council Directive 2006/112/EC; Finnish VAT Act §58, §70.1, point 8 and §71.1 §, point 3, VAT rate 0 % of taxable value in accordance with Estonian VAT act § 15, section 3, point 3 and section 4, point 6.

The buyer hereby confirms to be an operator of a sea going vessel(s) used for professional commercial activities in international traffic and navigating in international waters. The buyer hereby confirms that the goods and/or services ordered and supplied hereunder are delivered to the buyer for the purposes of provisioning, modification, repair, maintenance of said vessel(s) and/or of equipment incorporated or used therein, or for the purposes that otherwise meet the direct needs of such vessel(s) of the buyer or of its/their cargo(es). Due to the aforesaid, the deliveries of goods/services hereunder are exempted from VAT as set out in Article 148 EU Council Directive 2006/112/EC (VAT) and §58, §70.1, point 8 and §71.1 §, point 3 of the Finnish VAT Act, as well as paragraph 15, section 3, point 3 and section 4 point 6 of the same paragraph of the Estonian VAT Act. Any and all invoices to the buyer shall be exclusive of VAT. Should the delivered goods and/or services be used for any other purposes than for the aforesaid purposes, the buyer undertakes to advise the seller without undue delay, and pay the VAT in accordance with the applicable legislation.

4. CHANGES

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The buyer has at any time the right to make changes to the Order prior to the delivery. If the changes cause an increase or decrease in the cost or the time required for the performance, an equitable adjustment shall be made in the Order price and/or delivery schedule, in writing. Any seller's claim for adjustment related to changes referred to in this section, may only include reasonable direct costs that necessarily incur directly resulting from the change.

5. TERMS OF DELIVERY

The risk of loss and title to the goods or services shall pass to the buyer when the goods have been delivered pursuant to the delivery term in the agreed destination. Unless otherwise expressly agreed on, the term of delivery is DDP - Delivered Duty Paid (named place of destination), Incoterms 2010. Seller is responsible for delivering the goods to the location designated by the buyer and pay all costs in delivering the goods to the destination including import duties and taxes. If transport cost isn't included in the price, for Finnish and Swedish flagged ships shall HRX Finland Oy be used as transport company. The transport can be ordered 1) through the website: www.hrx.fi => <https://hrxportal.eu/customer/login/>, 2) by email: info@hrx.fi or 3) by phone: +358 9 253 50 500. In case the Order includes installation, test operations or similar duties, the term of delivery is "Delivered installation completed and test operation carried out at the designation stipulated by the buyer."
All goods and services shall be delivered to the delivery address and at delivery times mentioned on the Order unless agreed otherwise in writing.

6. WARRANTY

Seller warrants that all goods and services provided pursuant to this Order are (i) free from all defects in design, workmanship and material; (ii) free of any claims, new and of merchantable quality, not used, rebuilt or made of refurbished material unless approved in writing by buyer; and (iii) provided in accordance with all specifications, samples, drawings, designs, descriptions or other requirements as agreed between the parties in writing and (iv) fit for the intended purpose; and (iv) comply with applicable laws and regulations at the time of delivery.

Seller further warrants that all services will be performed in a competent and professional manner in accordance with the highest standards and best practices of the industry.

Unless otherwise expressly agreed, the warranty period for the goods or service, their performance and other properties shall be 24 months from the date of delivery. The seller shall without delay and free from any costs to the buyer (i) repair or (ii) replace/re-perform any such goods or service that during the warranty period are found to be defective or otherwise not in conformity with this warranty. Any repaired or replaced good, or part thereof, or re performed services shall carry warranties on the same terms as set forth above, with the warranty period being the greater of the original unexpired warranty or twenty-four (24) months after repair or replacement. Subject to notifying the seller in advance, the buyer may repair the defect or default or have the same repaired by a third party at the expense of the seller without affecting the warranty, if (i) the defect is minor; (ii) the seller does not rectify the default without delay or (iii) the circumstances require urgent repair.

7. COMPENSATION FOR DELAY IN DELIVERY

Time is of the essence of this Order. The seller shall immediately after becoming aware of any anticipated delay in delivery, inform this to the buyer.

If the delivery of the goods or service or any part of thereof is delayed, and unless the parties have agreed otherwise, the seller is obliged to pay penalty amounting to 2,5% of the total order or contract price for each day of delay, however not exceeding 30% of the total order or contract price. The buyer has the right to deduct the penalty for delay from the seller's invoice.

In case the seller's delay exceeds 4 weeks, the buyer shall have the right to cancel the Order without any liability to the seller.

8. MARKING OF ORDER NUMBER ON ALL DOCUMENTS, PACKING OF THE GOODS

According to the seller's IMO ISPS code regulations buyer's order number must be marked on order confirmations, invoices, packing slips, freight bills and all other commercial documents and packages included in the delivery. In addition, packing, preservation and marking will be in accordance with the specification drawing or as

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specified on the Order, or if not specified, the best commercially accepted practice will be used, which will be consistent with applicable law. All goods shall be packed in an appropriate manner, giving due consideration to the nature of the goods, with packaging suitable to protect the goods during transport from damage and otherwise to guarantee the integrity of the goods to destination.

9. ACCESS TO THE SHIPS

In order to allow access to the ship or to perform a service work onboard, the quotation request, purchase order, work order or supplier card (S-card) shall be ready when seeking access to the ship. Any supplier or other person failing to provide these documents when attempting onboard the ship will not be granted access to the ship.

10. DRAWINGS

Any review or approval of drawings by buyer will be for seller's convenience and will not relieve seller of its responsibility to meet all requirements of this Order.

11. SAFETY MANAGEMENT SYSTEM AND ENVIRONMENT REQUIREMENTS

Company SMS and environment requirements have to be followed by suppliers and contractors. Company requirements are available on request. Preferred are ISO certified suppliers and contractors. While carrying out work onboard, the contractor is responsible for the work safety of its employees. Subcontractors are responsible to keep cleanliness of the working area. After end of the work the working area has to be handed over in condition as it was prior starting of work.

12. HAZARDOUS MATERIALS

Seller shall ensure, that whenever provided goods are containing materials, listed in Regulation (EU) 1257/2013 or latter, Material Declaration (Resolution MEPC.269(68) Appendix 6 and Regulation (EU) 1257/2013 Annex II) and Supplier Declaration of Conformity (Resolution MEPC.269(68) Appendix 7) are provided.

13. QUALIFICATION AND MEDICAL FITNESS OF THE SELLER'S EMPLOYEES

Seller shall ensure that throughout the duration of the work its and any of its subcontractors' employees have appropriate licenses and qualification to perform the work subject to the Order, including e.g. valid passports, work permits and alike documentation as applicable for the work. Further, the seller shall ensure that its and any of its subcontractors' employees' qualification and medical fitness complies with the national and international requirements as applicable.

14. INSURANCES

For the duration of this Order and for a period of three (3) years from the date of the delivery of the goods or performance of the services, the seller shall secure and maintain in effect at its own expense an insurance from a reputable insurance company fully covering its obligations and liabilities under this Order, including without limitation sufficient liability insurance and property insurance for the goods subject to the Order. Upon request by buyer, the seller shall provide buyer with a certificate of insurance evidencing that the required minimum insurance is in effect.

15. LIABILITY

The seller shall be liable and indemnify the buyer of any and all, incl direct and indirect damage, cost, or expense (including reasonable legal expenses) incurred to the buyer due to breach, regardless of the circumstances of its occurrence, of its obligations or warranties under this Order and/or applicable laws by the seller or any of its subcontractors.

In addition, the seller shall be liable towards the buyer and shall indemnify the buyer from and against any product liability and product safety claims as well as any infringements or alleged infringement of third party rights to the extent such claims are attributable to the goods and/or services supplied by the seller or the use thereof by the

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buyer.

16. FORCE MAJEURE

Neither party shall be liable to the other party for any failure or non-performance of its obligations under this Order, in the event and to the extent such failure or non-performance is due to an event of force majeure, which is beyond the control of a party and which occur after the effective date of this Order and which was not reasonably foreseeable to the party subject to an event of force majeure and which a party cannot have reasonably overcome without unreasonable expense or loss of time. Party affected by a force majeure shall use its best efforts to eliminate the effects of a force majeure. In case a force majeure event continues over thirty (30) days, the other party not affected by the force majeure event may terminate the Order without any liability to the other party.

17. GOVERNING LAW

This Order shall be governed to the laws of the domicile of the buyer, excluding its choice of law's provisions. The Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Arbitration of the Finland Chamber of Commerce/ Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules." ICC Arbitration Rules. The place of arbitration shall be the domicile of the buyer and the language of the proceedings English.

18. ASSIGNMENT AND SUBCONTRACTORS

The seller shall have no right to assign this Order or any obligations hereunder to a third party without a prior written consent of the buyer. The buyer has the right to assign the rights and obligations under this Order to any of its affiliated companies.

The seller shall not have the right to use subcontractors for the performance of any of its obligations under this Order without buyer's prior written consent. The seller shall be liable for the performance of its subcontractors as for its own.

19. ADDITIONAL TERMS APPLICABLE TO WORK PERFORMED BY THE SELLER ONSHORE FINLAND AND/OR ON FINNISH FLAGGED VESSELS

These additional terms and requirements apply, when the Order covers work performed by the buyer or its subcontractor(s) onshore Finland and/or on buyer's vessels flying under the flag of Finland.

(a) Contractor's Liability Documentation

As required by the Finnish Act on Contractor's Obligations and Liability (1233/2006), the seller is liable to provide the buyer the following documentation and accounts ("Documentation") that are not older than three (3) months:

(1) An account on whether the Company is entered in the Prepayment Register in accordance with the Act on Prepayment of Tax (1118/1996), in the Employment Register, and registered as VAT-liable in the Value Added Tax Register in compliance with the Value Added Tax Act (1501/1993); (2) Extract from the Trade Register or equivalent information otherwise obtained from the Trade Register; (3) An account that the Company does not have tax debt, or an account by an authority on quantity of the Company's tax debt; (4) Certificates of employee pension insurances taken out and of pension insurance premiums paid (A1/E101 or equivalent certificates for each employee performing work in Finland), or an account that a payment agreement on outstanding pension insurance premiums has been made; (5) An account on the Finnish collective bargaining agreement (if applied to the work) or the principal terms of employment applicable to the work (tasks, regular working hours, holiday, determination of pay and extra compensations, termination period); and (6) An account on how the employees' occupational health services have been organized. In case the seller has a Finnish business identification number, it shall additionally provide the accounts referred to in points 1 and 3 from the Finnish registers.

The Documentation shall be provided by the seller within the time limits required by said Act. The seller is liable to ensure that its subcontractors and Documentation comply with the requirements of the Act. The seller acknowledges that A1/E101/equivalent certificates must be provided to the buyer at the latest prior to the work in Finland commences.

The buyer has the right to cancel the Order without any liability, should the seller fail to provide complete set of

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Documentation concerning the seller or its subcontractors or in case the Documentation do not fulfill, partly or fully, the requirements of the Act.

In case the Order is valid for a period exceeding 12 months, the seller is liable to provide accounts for points 3 and 4 of the Documentation after every 12-month period.

(b) Representative and supervising authority

Pursuant to the Finnish Act on Posted Employees (1146/1999, section 4a §), in case the work performed under this Order by the seller in Finland for the buyer exceeds 14 days, and the seller has no business premises in Finland, the seller shall be obliged to appoint a representative residing in Finland. The representative should hold the authority to represent the seller in the Finnish courts and accept subpoenas and notifications from the Finnish authorities on behalf of the seller. In addition, the representative has obligations to retain data specified in Section 4 b of the referred Act regarding the seller and the seller's employees working as posted employees and their work in Finland. The representative's authorization must be valid for the period of 12 months after the work in Finland has ended. The seller is obliged to inform the contact details of the appointed representative to the buyer. The Finnish authority supervising occupational safety and health issues and compliance with the Act on Posted Employees is the Regional State Administrative Agency (Aluehallintovirasto, AVI). Additional information on working in Finland, please see their website: <http://www.tyosuojelu.fi/fi/workingfinland/>

Contact details of the local AVI Agencies are:

Southern Finland (Helsinki metropolitan area)

Etelä-Suomen aluehallintovirasto

Ratapihantie 9, 2. krs

PL 110, 00521 Helsinki

Switchboard: +358 295 016 000

Fax: +358 9 730 798

Email: tyosuojelu.etela@avi.fi

Southwest Finland (Turku area, Åland)

Lounais-Suomen aluehallintovirasto

Itsenäisyydenaukio 2

PL 22, 20801 Turku

Switchboard: +358 295 018 000

Faksi: +358 2 251 1820

Email: tyosuojelu.lounais@avi.fi

SHIPS CONTACT NUMBERS:

VICTORIA I	IMO no: 9281281	Bridge +372 5124741 / info +372 5124742
REGAL STAR	IMO no: 9087116	Bridge +372 5124751 / Captain +3725124750
GALAXY I	IMO no: 9333694	Ch.Eng +372 5445 0869 / Ch.Off. +372 5445 0883
SILJA SERENADE	IMO no: 8715259	Ch.Eng. +358400526221 / Ch.Off. +358405787410
SILJA SYMPHONY	IMO no: 8803769	Ch.Eng. +358408437292 / Ch.Off. +46702579856
SILJA EUROPA	IMO no: 8919805	Bridge +372 5257174 / Ch. Eng. +372 5243528
BALTIC PRINCESS	IMO no: 9354284	Ch.Eng. +358400109199 / Ch.Off. +358405196371
BALTIC QUEEN	IMO no: 9443255	Info +372 5126812 / +372 5128151
MEGASTAR	IMO no. 9773064	Ch. Eng +372 58835002; ChOff +372 51947719
SAILOR	IMO no: 8401444	Ch.Eng. +372 5013968 / Ch.Off. +372 5030677
MYSTAR	IMO no: 9892690	Ch.Eng. +372 53977394 / Ch.Off. +372 5199 6724
ROMANTIKA	IMO no: 9237589	Ch.Eng +372 51994483 / Ch.Off. +372 51996116
SUPERFAST IX	IMO no: 9211509	Ch.Eng +372 53366342 / Ch.Off. +372 53366358
STAR I	IMO no: 9364722	Ch.Eng +372 58836762 / ch.Off. +372 58836768

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