



## GENERAL TERMS AND CONDITIONS OF SALE

### PREAMBLE

These General Terms and Conditions of Sale, drawn up in accordance with Article 441-6 et seq. of the French Commercial Code for service provision, hereinafter referred to as the “GTC”, constitute the agreement governing the relationship between N&G SLU, hereinafter referred to as the “Service Provider”, and its clients, for the sale of services, for the duration of said services.

### I. GENERAL PROVISIONS

Any order placed or contract signed with N&G SLU implies full and unreserved acceptance of these GTC by the client, including their representative.

The aforementioned client, including their representative, declares and acknowledges having full knowledge of the GTC and thereby waives the right to invoke any contradictory document, including their own general purchasing conditions or any other internal document, which will be deemed unenforceable against N&G SLU, even if the latter had knowledge of them.

If any clause in the GTC is deemed null or void, the remaining provisions shall remain fully effective and interpreted to respect the original intent of the parties.

These GTC, as contracted and signed between the two parties, namely N&G SLU on one hand, and the Client – including its legal representative – on the other, are valid for the duration of the order and expire upon completion. N&G SLU reserves the right to modify the GTC, including pricing conditions. Any changes shall be subject to prior agreement between the parties. The applicable GTC are those in effect at the time the service is ordered.

N&G SLU undertakes to provide services to any potential employer (hereinafter referred to as the “Client”), such as management companies, shipowners, captains, and their representatives, who request the services of N&G SLU.

N&G SLU assists yachting industry professionals in candidate search, profile evaluation, and selection, aiming to facilitate the recruitment of competent staff whose priority skills are validated for the role.

### II. NATURE OF SERVICES

N&G SLU offers services primarily aimed at establishing contact between the Client – including their representative – and a qualified candidate.

These services exclusively include:

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- Defining the Client's needs
- Selecting targeted profiles
- Individual interviews
- Evaluating candidate profile and experience
- Pre-selecting a qualified candidate for onboard roles
- Proposing CVs aligned with the Client's identified needs
- Establishing contact
- Follow-up during candidate integration

These services are based on the information and documents provided by the Client – including their representative – either in writing or through verbal communication (by phone or in person), and are assumed to be accurate and truthful. Pre-diagnosis candidates proposed are matched to the Client's needs as identified at the time of signing these GTC.

The mission is considered complete once an employee is hired for the specified role.

If a candidate presented by N&G SLU is hired for a different role within the same company, the client is still liable for the agreed fee.

The client must forward all received applications for the position to the service provider and notify them by email within twelve (12) business hours of hiring a candidate, to terminate the ongoing search.

### **III. LIABILITY**

N&G SLU has a best-effort obligation regarding the services provided. It commits to utilizing appropriate human resources and applying all due diligence. N&G SLU is not liable if a candidate provides false or inaccurate information.

N&G SLU complies with applicable regulations, especially maritime labor laws, and does not charge candidates for placements, as per Standard A1.4.5(b) of the Maritime Labour Convention, 2006.

Verification of candidate certificates and qualifications is done based on available information and official declarations, respecting confidentiality and privacy laws. N&G SLU informs the Client of its due diligence efforts.

N&G SLU is not responsible for any change in the candidate's situation post-hiring.

N&G SLU:

- Is not the employer of the crew member. Responsibility lies solely with the Client and their representative.
- Is not liable for direct/indirect, material/immaterial damage from candidate hiring.
- Is not liable for faults by the Client or third parties.
- Is not involved in salary payments.
- Is not responsible for drafting maritime employment contracts.
- Is not liable for missing or incorrect client-provided information.
- Is not liable for delays caused by the client.
- Does not guarantee the candidate's performance post-hire.

The Client and their representative guarantee that they:

- Possess required permits for business activities
- Comply with labor laws, including the MLC, 2006
- Hold liability insurance for the crew member's service duration
- Cover the candidate's travel costs to the vessel

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- Do not share candidate information with third parties without prior written consent

Forwarding CVs or candidates to third parties without N&G SLU's knowledge constitutes a placement and incurs liability. A placement fee will be charged accordingly. All information exchanged is confidential unless publicly disclosed otherwise. Both parties agree to uphold confidentiality for all exchanged information and documents.

By signing the GTC, the Client's representative undertakes:

- On behalf of the Client
- To inform the Client of these terms
- To ensure direct communication between N&G SLU and the Client if any issues arise

#### **IV. SERVICE OFFER AND ORDER**

Services are provided at the Client's request. A signed and initialed service offer constitutes a contract.

The service quote details:

- Nature of the service
- Price excluding tax
- Payment terms
- Confirmation of GTC acceptance

For a firm order, the client must return the signed and initialed offer and GTC without modification. The order is valid only upon receipt of these and any applicable deposit.

#### **V. PRICING – PAYMENT TERMS**

##### **1. General information**

Each request from the aforementioned client, including that of its aforementioned representative, will be subject to research by N&G SLU, a process that requires significant human and material investment. The aforementioned client undertakes to pay the price for the services and to comply with the payment terms and dates set forth below in these General Terms and Conditions.

The prices for the services are those detailed in the quotes or contracts accepted by the client. They are expressed in euros. It is agreed between the parties that payment by the client of the service provider's fees in full constitutes receipt and final acceptance of the services. Under no circumstances may the price of the service be renegotiated after the service has been provided.

N&G SLU reserves the right to modify its prices at any time without notice. This will result in an update of the General Terms and Conditions, which will then be republished on our website, specifically [www](http://www.ng-recruitments.com). This update will require the prior submission of a new agreement between the two parties mentioned, such as N&G SLU on the one hand, and the customer, including their legal representative, on the other.

The applicable price is the one indicated on the quote or contract at the time the order is validated, and therefore, on the day these General Terms and Conditions are signed.

##### **2. Pricing Details:**

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The fees charged by N&G SLU are determined based on the following criteria:

- Contracts ≤30 days: 30% of gross salary incl. bonuses
- Daily work: 30% of gross salary, min. €150 (excl. VAT)
- Contracts >30 days: 60% of first gross salary for specified roles
- Combined roles (e.g., Stew/Cook): 60% of first gross salary

N&G SLU draws the Client's attention to the following points:

- 20% surcharge for high-level/specialized profiles
- If a crew member is hired or rehired within twelve months of NGL SLU sending their CV resulting in their placement on board a vessel, the Client undertakes to pay the corresponding fees, in accordance with the current price list and depending on the position held.

### **3. Guarantee and replacement of a candidate :**

In the event of the early termination of an employment contract\*, N&G SLU guarantees the aforementioned client – including their legal representative – to resume the search in order to propose a new candidate to replace the previous one.

\* Two possible cases:

- The client is not satisfied with the candidate's skills
- The employee ultimately finds that the position does not suit them

This replacement guarantee includes a full waiver of fees and will therefore not result in the issuance of a new invoice.

This guarantee is valid for a period of two (2) months from the initial hiring date. The initial hiring date includes the employee's trial period. The "initial hiring date" is understood as the date on which the employee begins effective work, as well as the date specified in a job offer or unilateral employment contract commitment.

This guarantee is non-renewable and valid only once for the specific recruitment in question.

The guarantee is valid only if the aforementioned client has paid the full placement fee to N&G SLU, except in the following cases:

- Change of captain
- Change of owner
- Change in tasks or the initially planned position
- Change of management
- Significant change in the vessel's home port, involving another country

The above-mentioned changes will void the guarantee, even if they occur within the 2-month guarantee period.

An extended guarantee may be arranged upon request of the said client – including their aforementioned representative – particularly for high-responsibility positions. This will be subject to a specific assessment and a customized quote provided by N&G SLU for each case. The guarantee will be valid only once the aforementioned client has paid the full placement fee to N&G SLU.

### **4. Payment Terms:**

In the event of late payment, and unless otherwise agreed in writing, late payment penalties will be automatically applied, without the need for formal notice.

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The applicable rate will be the legal interest rate in effect in Andorra, plus ten (10) percentage points.

A fixed penalty of forty (40) euros will also be charged to cover recovery costs.

The service provider further reserves the right to suspend the performance of current services and refuse any new orders until full payment has been received.

## **VI. DURATION AND TERMINATION**

Service duration is defined in the signed quote. Either party may terminate the contract in case of business closure, insolvency, or legal proceedings, after formal notice remains unanswered for over one month.

At term:

- The contract may be terminated 1 month after order and deposit
- Upon termination, the Service Provider is released from obligations
- The Client owes payment for services delivered up to the termination date

## **VII. FORCE MAJEURE**

No party shall be considered in default in the performance of its obligations, nor held liable, if said obligation is affected, either temporarily or permanently, by an event or cause of force majeure.

For this purpose, force majeure refers to any external, unforeseeable, and irresistible event within the meaning of Article 1148 of the Civil Code, beyond the party's control, including but not limited to: natural disasters, government restrictions, social unrest and riots, war, malicious acts, incidents at the service provider's premises, power outages exceeding two days (EDF service interruptions), hardware failure, or long-term absence due to accident or illness.

Within a maximum of five (5) working days from the occurrence of such an event, the defaulting party due to force majeure undertakes to notify the other party by registered letter with acknowledgment of receipt and to provide supporting evidence. The defaulting party shall make every effort to eliminate the causes of the delay and resume performance of its obligations as soon as the force majeure event has ended.

However, if the force majeure event continues for more than fifteen (15) working days from the date of receipt of the notification, either party shall have the right to terminate the agreement, without any compensation. Such termination shall take effect on the date the termination letter is received by the other party, sent by registered mail with acknowledgment of receipt.

If the agreement is terminated by the client due to force majeure, the client must pay the service provider all amounts due up to the effective date of termination.

**Date, name and signature of the Client :**

[Preceded by "read and approved"]

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