

## Event Terms and Conditions

This Event Attendance Agreement ("Agreement") is made and entered into as of the date of registration, by and between American Bureau of Shipping ("ABS "), a not-for-profit company organized and existing under the laws of the State of New York, with its principal place of business located at 1701 City Plaza Drive, Houston, TX 77389, and the registering party ("Registrant").

### 1. Event Registration

- a. This Agreement shall apply to the FER JIP week, hosted by ABS during the week of November 17-21, 2025 (the "Event").
- b. Registration for the Event must be completed through the official FER JIP Forum website: <https://registrations.marin.nl/fer-week-november-2025/> (the "Website").
- c. By registering for the Event, the Registrant fully and unconditionally accepts the terms of this Agreement.

### 2. Payment

- a. Registrant shall pay ABS at the time of registration. Registration is made online at the Website, with payment by credit card. Registration shall be considered confirmed only upon receipt of payment in accordance with this Agreement and as specified on the Website. A receipt invoice will be issued upon payment.
- b. Event fees shall cover all required costs (speakers, venue, breaks, lunches for selected days) but exclude hotel accommodations. The FER JIP week service is indivisible, and no discounts will be provided for unused components.
- c. Registrant shall not be entitled to a refund of payments for any reason unless ABS terminates this Agreement for convenience, or unless Registrant terminates this Agreement for material breach by ABS (after thirty [30] days' advance written notice and opportunity to cure). If the Event Date is cancelled or postponed due to force majeure, Registrant shall not be entitled to a refund, but shall instead be offered credit in the amount of the payment for the rescheduled, or if not rescheduled the next equivalent, Event.

### 3. Intellectual Property

- a. The documents made available to Registrant during the Event, whatever their form (paper, digital, etc.), are protected by copyright and are the exclusive property of ABS and/or the speakers. Registrant may not, without the express written consent of their owner, reproduce, copy, adapt or distribute them, in whole or in part, in any form whatsoever, by any existing or future process, without which they would be liable to prosecution for counterfeiting. This prohibition applies, in particular, to any use made by Registrant with a view to organizing or running training courses.
- b. Registrant acknowledges and accepts that the Event may be the subject of audiovisual recordings. Registrant authorizes the fixing and broadcasting, on any medium, of the recording of the Registrant's image and voice made during the Event, without any time limit. Registrant acknowledges and accepts that any use by ABS of a recording shall in no way give rise to the payment of any remuneration or compensation whatsoever.

### 4. Indemnity and Liability Limitations

- a. In no event shall ABS be held responsible for any losses related to the actions of other Event attendees, venue staff, or any other personnel who are not employees of ABS. Registrant shall defend, indemnify, and hold ABS harmless against any such claims that may be brought by Registrant or any of its directors, employees, officers, agents and contractors.

- b. Registrant shall defend, indemnify, and hold ABS harmless from and against any and all claims, liabilities, demands, damages, judgments, awards, settlements, expenses or losses, including, without limitation, costs of litigation and reasonable attorneys' fees arising out of the acts, omissions, negligence or willful misconduct of Registrant or any of its directors, employees, officers, agents and contractors.
- c. ABS shall not be liable to Registrant for any consequential, incidental, punitive, exemplary, special or indirect damages, whether arising in tort, contract, under any statute, under any indemnity provision or otherwise. The parties intend that the limitations under this section imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including, without limitation, the negligence or strict liability of ABS, whether such negligence be sole, joint or concurrent, or active or passive.
- d. In no event will the aggregate liability of ABS arising out of or related to the services performed under this Agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability or any other legal or equitable theory, exceed the amount paid by Registrant for its event attendance under this Agreement.

#### **5. Choice of Law and Dispute Resolution**

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of law provisions.
- b. Any and all differences and disputes of whatsoever nature arising out of this Agreement shall be put to arbitration in the City of New York, State of New York, pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by Registrant, one by ABS, and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Until such time as the arbitrators finally close the hearings either Party shall have the right by written notice served on the arbitrators and on an officer of the other Party to specify further disputes or differences under this Agreement for hearing and determination. The arbitration is to be conducted in accordance with the rules of the American Arbitration Association. The arbitrators may grant any relief which they, or a majority of them, deem just and equitable and within the scope of the agreement of the Parties, including, but not limited to, specific performance. Awards made in pursuance to this clause may include costs, including a reasonable allowance for attorney's fees, and judgment may be entered upon any award made hereunder in any court having jurisdiction.