



DUNFORD MARINE CONSULTANTS

Marine Engineers & Surveyors

DUNFORD MARINE CONSULTANTS LTD - STANDARD TERMS AND CONDITIONS

The following terms and conditions shall apply to all work undertaken by the surveyors employed by Dunford Marine Consultants Ltd and shall supersede and override all other warranties, representations and terms and conditions whether express or implied, oral or written, including the Client's standard terms.

1. Definitions

"Surveyor" or the "Company" is the Surveyor trading under these conditions that are set out by the company, Dunford Marine Consultants Ltd.

"Client" is the party at whose request or on whose behalf the Surveyor undertakes surveying services.

"Report" means any report or statement supplied by the Surveyor in connection with instructions received from the Client.

"Disbursements" means the cost of all reasonable photography, reproduction of drawings, diagrams, sketches and printing, duplicating and, where applicable, electronic transmission fees, and all reasonable and appropriate expenses including travel, subsistence and hotel accommodation where an overnight stay is necessary.

"Fees" means the fees charged by the Surveyor to the Client and including any value added tax where applicable and any Disbursements

2. Scope

The Surveyor shall provide its services solely in accordance with these terms and conditions. When acting for underwriters or other clients, the surveyor's opinions will be offered strictly without prejudice to liability, unless specifically authorised otherwise by the client.

3. Work

Where appropriate, the Client will set out in writing the services which it requires the Surveyor to provide. The Surveyor will confirm in writing that it accepts those instructions or alternatively what services it will perform in connection with the Client's instructions. Once the Surveyor and the Client have agreed what services are to be performed (the Services) any subsequent changes or additions must be agreed by both parties in writing.

4. Fees

In normal circumstances, the Company will offer to perform the work on an hourly rate, up to a maximum of six hours per day, thereafter, a full day rate will apply.

5. Payment terms

The Client will be responsible for paying the Surveyor's invoice and shall pay the Surveyor's fees punctually in accordance with these Conditions and in any event not later than 30 days following the relevant invoice date, or in such other manner as may have been agreed in writing between the parties. Any delay in payment shall entitle the Surveyor to interest at 3% above the Base Lending Rate of the Barclays Bank PLC prevailing at the time of default. Further delays in payment may require legal action for debt recovery.

6. Disputed invoices

If any part of an invoice is genuinely in dispute, the Client shall pay the undisputed part thereof. The Parties shall endeavour to resolve the disputed portion, without delay.

7. Obligations and Responsibilities

(a) Client: The Client undertakes to ensure that full instructions are given to the Surveyor and are provided in sufficient time to enable the required Services to be performed effectively and efficiently and to procure all necessary access for the Surveyor to goods, premises, vessels, installations and transport and to ensure that all appropriate safety measures are taken to provide safe and secure working conditions. The Surveyor shall not be liable for the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions.

The client shall promptly settle the Surveyor's invoice in accordance with payment terms above.

(b) Surveyor: The Surveyor shall use reasonable care and skill in the performance of the services in accordance with sound marine surveying practice.

(c) Reporting: The Surveyor shall submit interim advices, site situation reports and a final report to the Client during and following completion of the agreed services describing the Surveyor's findings, assessments and inspection purporting to the purpose of the Client's instruction, unless otherwise expressly instructed by the Client not to do so.

(d) Confidentiality: The Surveyor undertakes not to disclose any information provided in confidence by the Client to any third party and will not permit access to such information by any third party unless the Client expressly grants permission save where required to do so by an order of a competent court of law.

(e) Intellectual property: The right of ownership in respect to any intellectual property resulting from the performance of the work created by the Surveyor remains the property of the Surveyor. The Client shall be entitled to disclose the report or document to a third party for whose benefit the instruction/contract was specifically commissioned.

(f) Conflict of Interest/Qualification: The Surveyor shall promptly notify the Client of any matter including conflict of interest or lack of suitable qualifications and experience, which would render it undesirable for the Surveyor/Consultant to continue its involvement with the appointment. The Client shall be responsible for payment of the Surveyor fees up to the date of notification.

8. Liability and limitations

(a) All services and reports are provided for our named Clients' use only. No liability of whatever nature is assumed towards any other party and nothing in these terms, or the relationship between us and our Clients, shall confer or purport to confer on any third party a benefit or the right to enforce any provision of these terms.

(b) We shall undertake the services to which these terms relate with reasonable care, skill and diligence, but we shall have no responsibility or liability whatsoever except insofar as the Client suffers loss or damage in consequence of our negligence, gross negligence or wilful default. Notwithstanding any other provision of these terms:

(i) our liability shall expire 12 months after completion of the services in respect of which liability is alleged to arise and we shall thereafter have no liability in respect of those services and/or any alleged default in connection with the provision thereof;

(ii) we shall not be liable in respect of any breach of our obligations (1) for any loss, damage, delay or expense of whatever nature whether direct or indirect (including but not limited to loss of profit and loss of use) and howsoever arising or resulting whether directly or

indirectly in the course of or as a result of the provision of our services, under these terms or otherwise, (2) of which written notification shall not have been given within 14 days of the date on which the Client ought reasonably to have become aware of the existence of such breach, or (3) resulting from unforeseeable causes beyond our reasonable control;

(iii) the Client covenants with us and our servants and agents that no such servant or agent shall in any circumstances whatsoever be under any liability for any loss arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing, every exemption, limitation and condition herein contained and every right, exemption and limitation of liability applicable to us or to which we are entitled hereunder shall also be available to protect every such servant or agent acting as aforesaid and for the purpose of the foregoing provisions we are or shall be deemed to be acting as agents or trustees on behalf of and for the benefit of all persons who are or might be our servants or agents from time to time and all such persons shall to this extent be or be deemed to be parties to these terms;

(iv) under no circumstances shall our liability exceed a total of [10] times the fee payable hereunder.

9. Indemnity

Except to the extent and solely for the amount therein set out that the Surveyor would be liable under Clause 8, the Client hereby undertakes to keep the Surveyor and its employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them, and against and in respect of all costs, loss, damages and expenses (including, but not limited to, legal costs and expenses on a full indemnity basis) which the Surveyor may suffer or incur (either directly or indirectly) in the course of the Services under these Conditions.

10. Force Majeure

Neither the Surveyor nor the Client shall, except as otherwise provided in these Conditions, be responsible or have any liability for any loss, damage, delay or failure in performance hereunder arising or resulting from act of God (including, but not limited to earthquake, flood, tsunami, volcano, hurricane, tropical storm, cyclone, blizzard or other similar event), act of war, terrorist attack, nuclear contamination, seizure under legal process, epidemic quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people. Following a force majeure event either party may serve notice on the other to terminate the agreement.

11. Insurance

The Surveyor shall effect and maintain, at no cost to the Client, Professional Liability Insurance for such loss and damage for which the Surveyor may be held liable to the Client under these terms and conditions.

12. Surveyor's Right to Sub-contract

The Surveyor shall have the right to sub-contract any of the services provided under the Conditions, subject to the Client's right to discuss such an appointment and object on reasonable grounds. In the event of such a subcontract the Surveyor shall remain fully liable for the due performance of its obligations under these Conditions.

13. Time Bar

Any claims against the Surveyor by the Client shall be deemed to be waived and absolutely time barred upon the expiry of one year from the submission date of the Report to the Client.

14. Document retention

The Company shall retain all data, correspondence, documents and records that have a bearing on the services provided to the Client for a period of 7 years after completion of the service. The client will be given the right to have their own disclosed documentation returned by the Company or destroyed upon completion of the service.

15. Jurisdiction and Law

This Agreement shall be governed by and construed in accordance with English Law and the Client submits to the exclusive jurisdiction of the English Courts or Arbitration in London, England. Nothing herein shall prevent the Company from enforcing in any country an award made by the above exclusive jurisdiction.