AALMAR SURVEYS LTD

STANDARD TERMS & CONDITIONS OF BUSINESS

1. Definitions

"Company/Surveyor" is the Company/Surveyor working under these conditions.

"Company" is the entity which employs the Company/Surveyor.

"Supplier" means the entity responsible for providing the surveying services.

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

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

"Disbursements" means the cost of all reasonable fees and appropriate expenses including travel, launch fees, hotel accommodation (where an overnight stay is necessary).

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

"Lumpsum" means an all-inclusive amount charged to client to include all fees and costs excluding launch hire

2. Scope

The Company/Surveyor shall provide its services solely in accordance with these terms and conditions.

3. Work

The Client will set out in writing the services which it requires the Company/Surveyor to provide. The Company/Surveyor will confirm in writing that it accepts those instructions alternatively what services it will perform in connection with the Client's instructions. Once the Company/Surveyor and the Client have agreed what services are to be performed any subsequent changes or additions must be agreed by both parties in writing. When working on assignments with limited time the Company/Surveyor will make best efforts to assess the condition of all accessible areas of the vessel (hull & machinery). Testing of machinery and entry into the vessel's internal structure/tanks may not always be possible. It is the responsibility of the Client on a condition survey to ensure that the surveyor is authorised to board the vessel. The Company/Surveyor will always aim to see cargo spaces and ballast tanks, but this is dependent on the port and the master's agreement. If ballast and cargo spaces are not available within a 1-day time span a further attendance may be required at additional cost.

4. Fees

The Company reserves the right to charge any additional unexpected costs due to excessive delays – the Client will be kept advised of these costs.

5. Payment Terms

Payment terms are as agreed at commencement of work and in the event of no prior agreement payment shall be no later than 30 days following the invoice date.

6. Obligations and Responsibilities

(a) Client

The Client undertakes to ensure that full instructions are given to the Company/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 Company/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 Company/Surveyor shall not be liable for the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions.

(b) Company/Surveyor

The Company/Surveyor shall use every reasonable care and skill in the performance of the services in accordance with sound marine surveying practice.

(c) Reporting

The Company/Surveyor shall submit a final written Report to the Client following completion of the agreed services describing the Company/Surveyor's findings and the condition and/or quality of the object and/or purpose of the assignment, unless otherwise expressly instructed by the Client not to do so. Preliminary survey reports will be provided as required by the Client.
Any opinions expressed in reports submitted by the Company/Surveyor are without prejudice to the interests of any or all of the parties concerned.
Reports on condition surveys will typically be issued within 48-72 hours of survey completion, but the Company/Surveyor cannot be held responsible for delays occurring beyond our control.

(d) Confidentiality

The Company/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) Property

The right of ownership in respect of all original work created by the Company/Surveyor remains the property of the Company. Clients are respectfully reminded that the Company survey reports are copyright and for the client's exclusive use unless otherwise agreed with the Company/Client.

We will not be held responsible for the content (original or altered) within any report not distributed directly from Aalmar Surveys Ltd. Reports will only be issued with direct permission of the owner.

The Report may not be relied upon by any other party without the express written consent of the Supplier.
In the event of any agreement on exclusivity on a condition survey, this will apply for one month from date of survey.

(f) Conflict of Interest/Qualification

The Company/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 Company/Surveyor to continue its involvement with the appointment. The Client shall be responsible for payment of the Company/Surveyor Fees up to the date of notification.

7. Liability

The Company/Surveyor shall not be liable to the Client or shipowner, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any consequential, indirect or special losses including, without limitation: (i) financial or economical loss; (ii) loss of profit, (iii) loss of business or business opportunity; (iv) corruption, loss of or loss of use of data; (v) loss of revenue; (vi) loss of anticipated savings; or (vii) loss of contracts, by the Supplier howsoever arising out of or in connection with the Report, save where otherwise provided by statute; and the Supplier's total liability to the Report in respect of all other losses arising under or in connection with the Report, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by the Supplier's deliberate personal repudiatory breach shall not exceed an amount equal to ten (10) times the Charges payable for the Report.

The Company/Surveyor shall not be liable for loss of or damage to equipment and other items placed at its disposal by or on behalf of the Client however such loss or damage occurs.

8. Indemnity

Except to the extent and solely for the amount therein set out that the Company/Surveyor would be liable under Clause 7, the Client hereby undertakes to keep the Company/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 legal costs and expenses on a full indemnity basis) which the Company/Surveyor/Consultant may suffer or incur (either directly or indirectly) in the course of the services under these Conditions.

9. Third Party Rights

Nothing in these Conditions shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999

10. Right to sub-contract

The Company/Surveyor shall have the right to sub-contract any of the services provided under the Conditions, subject to the Client’s right to object on reasonable grounds. In the event of such a sub-contract the Company/Surveyor shall remain fully liable for the due performance of its obligations under these Conditions, and the company’s PI insurance will apply to the sub-contract
It is hereby expressly agreed that no employee or agent of the Company/Surveyor (including every sub-contractor from time to time employed by the Company/Surveyor and the employees or agents of any such sub-contractor) shall in any circumstance whatsoever be under any liability whatsoever to the Client or shipowner for any loss, damage, delay arising or resulting directly or indirectly from any 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 provisions in this condition, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability defence and immunity of whatsoever nature applicable to the Company/Surveyor or to which the Company/Surveyor is entitled hereunder shall also be available and shall extend to protect every such employee or agent of the Company/Surveyor acting aforesaid.

11. Force Majeure

Neither the Company/Surveyor nor the Client shall, except as otherwise provided in these Conditions, be responsible for any loss, damage, delay or failure in performance hereunder arising or resulting from act of God, act of war, seizure under legal process, quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people.

12. Insurance

The Company/Surveyor shall affect and maintain, at no cost to the Client, Professional Liability Insurance providing full coverage for such loss and damage for which the Company/Surveyor may be held liable to the Client.

13. Time Bar

Any claims against the Company/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. Jurisdiction and Law

These Conditions shall be governed by and construed in accordance with English law and maritime arbitration in London