



Waterman Marine Consultancy B.V.:

STANDARD TERMS AND CONDITIONS 2016

The following terms and conditions constitute the entire terms and conditions between the parties hereto (hereunder called the "Agreement") 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"/"Consultant" or the "Company" is the Surveyor/Consultant trading under these conditions which are set out by the Company, Waterman Marine Consultancy BV, Pier Panderweg 4, 1865 BC, Bergen aan Zee, The Netherlands.

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

"Report" means any report or statement supplied by the Surveyor/Consultant 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, refreshments and hotel accommodation where an overnight stay is necessary. Office charges are scaled to invoice value. "Fees" means the fees charged by the Surveyor/Consultant to the Client and including any value added tax where applicable and any Disbursements.

2. Scope

The Surveyor/Consultant shall provide its services solely in accordance with these terms and conditions and shall be nominated as a principal contact with whom the client will primarily deal. The Company will provide its Services with independence and integrity in accordance with the philosophy of the Company

3. Work

The Client will set out the services which it requires the Surveyor/Consultant to provide. The Surveyor/Consultant will confirm acceptance of instructions, alternatively, what services will be performed in connection with the Client's instructions. Once the Surveyor/Consultant and the Client have agreed what services are to be performed, any subsequent changes or additions must be agreed by both parties. The issue of instructions, their acceptance and any subsequent changes, additions and agreement will be made in writing, where practicable. Initial dialogue with the Client may be in order, prior to the issue of written instruction, to enable the Surveyor/Consultant to fully understand and set out the work scope to the Client's requirements.



4. Fees

The Company will offer to perform the work on an hourly or daily rate. The daily rate is subject to a maximum of ten hours per day. The Company reserves the right to increase its hourly or daily rates at least once per annum to reflect increased salaries of employees; this will normally take place in January each year. The following fees apply under these Terms and Conditions until 31st December 2016:

Daily: 1750,- Euros (max 10 hours) extra hours at 175,- p/hr

The daily rate includes communication cost and restaurant but excludes travel expenses

Hourly: 175,- Euros (on location jobs are invoiced at a daily rate minimum)

Travel hours: 90,- Euros (excluding travel expenses)

Office rate A: 175,- Euros

Office rate B: 90,- Euros

Above rates are official standard rates, reduced rates as stated and agreed in any consultancy agreement signed by a Waterman Marine Consultancy BV authorized representative prevail.

All above fees are excluding 21% Dutch VAT if applicable

5. Payment Terms

(a) The Client shall pay the Company's fees punctually in accordance with these Conditions and in any event not later than 14 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 Company to interest on a daily basis at 8% above the Base Lending Rate at the time of default. Further delays in payment may require legal action for debt recovery.

(b) Without prejudice to any rights of recovery which the Company might have against a third party, the Company shall treat the Client identified in the signed Agreement as the party responsible for paying for the work done, therefore the Company shall not need to be concerned as to whether the Client considers itself to be principal or agent nor shall the Company need to concern itself as to whether the Client, is or is not, paid by a third party.

(c) If Company's advice is being given in relation to a claim or a defense which may result in protracted discussions and/or litigation, the Company reserves the right to submit interim invoices or pro forma invoices at regular intervals. (d) Unless the Client can clearly show that the Company was negligent in the performance of its duties or such performance was not in accordance with the specification of work the Client shall not be excused payment of any portion of its fees due merely because the outcome of negotiations, arbitration or legal proceeding was worse than the Client's expectations, or was not in the Client's favor.

6. Disputed invoices

If any part of an invoice is genuinely in dispute, the Client shall pay the undisputed part thereof. The Parties shall endeavor 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/Consultant 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/Consultant to goods, premises, vessels, installations and transport and to ensure that all appropriate safety measures are taken to provide safe and secure working conditions. Any change or evolution of instruction is to be advised by the Client. The Client will set out, where practicable in writing, the services that it requires the Surveyor/Consultant to provide.

The Terms & Conditions shall take effect when the performance of the work has commenced by the Surveyor, unless the Clients object to these terms within 48 hours of the start of providing Surveyor/Consultancy services.

(b) Surveyor

The Surveyor/Consultant shall use reasonable care and skill in the performance of the services in accordance with good marine surveying/consulting practice. The scope of services and the locations at which they are carried out can change and evolve during the performance of the service thus any variation in instructions should, whenever practical, be agreed in writing by the Surveyor/Consultant and Client. The Company is entitled to terminate its activities at instant notice and to annul the outstanding work scope by means of a written statement to the Client without prejudice to its right to compensation of expenses, damage and/or loss if the client fails to meet any obligation incumbent on him by virtue of the law or of these Terms and Conditions.

(c) Reporting

The Surveyor/Consultant 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/Consultants 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/Consultant 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/Consultant remains the property of the Surveyor/Consultant. 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/Consultant 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/Consultant's fees up the date of notification.



8. Liability

(a) The Surveyor/Consultant shall be under no liability whatsoever to the Client for any loss, damage, delay or expense, whether direct or indirect arising **UNLESS** the same is proved to have resulted from the negligence of the Surveyor/Consultant or any of its employees or agents or sub-contractors resulting in direct damage to tangible property where the company's liability shall be limited in accordance with paragraph (c) below.

(b) The company's maximum liability for professional negligence shall be the fee paid for the work

(c) The Company accepts liability for direct damage to tangible property or death or injury to persons to the extent caused by the proven negligent acts or omissions of the Company and its employers and Consultants, provided that the Company's liability for the same shall be limited to the coverage and indemnity limits provided under the Company's insurance policies.

9 Force Majeure

Neither the Surveyor/Consultant 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 or terrorism, seizure under legal process, quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people.

10. Insurance

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

11. Surveyors/Consultants Right to sub-contract

The Surveyor/Consultant 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 if necessary. In the event of such a sub-contract, the Surveyor/Consultant shall remain fully liable for the due performance of its obligations under these conditions.

**12. Time Bar**

Any claims against the Surveyor/Consultant shall be deemed to be waived and absolutely time barred upon the expiry of two years from the submission date of the report to the Client.

13. 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 5 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.

14. Governing Law

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