

# General terms & conditions for Global Independent Marine Surveyors Limited (GIMS)

## 1. Definitions

GIMS is the Company trading under these conditions.

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

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

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

## 2. Scope

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

## 3. Information furnished by the Customer

(a) Upon giving the assignment, or as soon as possible afterwards, the Client shall furnish the Company with all data and information required for the proper execution of the assignment.

(b) The Company must be able to assume that the information received is correct and complete. The Client agrees to indemnify the Company for any claims, expenses, indemnities, fines, penalties or other losses of whatever nature arising by reason of inaccurate or false information supplied by the Client to the Company.

## 4. Work

The Client will set out in writing the services which it requires the Company to provide. The Company 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 Company 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.

## 5. Fees, expenses and disbursements

(a) Unless otherwise agreed in writing, the Client shall pay the Company for its services in accordance with the Company's standard tariffs, which are available on request.

(b) The Client shall pay for any disbursements and/or other costs or expenses incurred by the Company in the performance of its services in addition to the charges set out under (a) above. VAT or equivalent taxes shall be payable, if applicable, in addition to these charges.

(c) Any sum due will be paid in full by the Client in cash or as otherwise agreed without set off or deduction.

## 6. Obligations and Responsibilities

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

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

(c) Reporting: The Company shall submit a final written Report to the Client following completion of the agreed Services describing the Company'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.

(d) Confidentiality: The Company 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 remains the property of the Company.

(f) Conflict of Interest/Qualification: The Company 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 to continue its involvement with the appointment. The Client shall be responsible for payment of the Company's Fees up to the date of notification.

## 7. Limitation of Liability

(a) To the maximum extent permitted by law, the Company's liability howsoever arising under or in connection with this Conditions, whether in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed a sum equivalent to the Charges and in any event not more than GBP 20,000.

(b) The Company shall under no circumstances whatsoever be liable for any loss, damage, costs or expenses of an indirect or consequential nature including, without limitation, any economic loss or any other loss of turnover, profits, business, market share or goodwill.

(c) The Company shall under no circumstances whatsoever be liable for any loss, damage, costs or expenses due to incorrect and/or incomplete information as referred to in clause 3.

(d) The Company shall not be liable in respect of any breach of obligation under the Conditions in respect of which written notification has not been given within 7 days of the date on which the Client was aware or could reasonably have been aware of such breach.

(e) The Company shall in any event be discharged of all liability whatsoever, howsoever arising, unless suit is brought and written notice thereof given to the Company within 6 months from the date of the act or omission alleged to give rise to the cause of action against the Company.

(f) Neither party shall be liable for any failure or delay in performance of this Conditions which is caused by circumstances beyond the reasonable control of that party.

## 8. Force Majeure

The Company and/or the Client shall not, 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.

## 9. Company's Right to Sub-contract

The Company 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 Company shall remain fully liable for the due performance of its obligations under these Conditions.

## 10. Jurisdiction and Law

These Conditions shall be governed by and construed in accordance with the laws of England and Wales and any dispute shall be subject to the exclusive jurisdiction of the English Courts.