

OVERSEAS MARITIME

STANDARD TERMS AND CONDITIONS 2011

1. Definitions

- 1.1. “Company” means Overseas Maritime Consultants MEPE, 57 Notara Street, Piraeus 185 35, Greece, the Consultant / Maritime Adviser / Surveyor / Provider of Maritime Services, carrying out business in accordance with its Articles and the terms and conditions set out into this document.
- 1.2. “Servants/Agents” means the Company’s representatives / associated service providers / substitutes / independent subcontractors / employees and scientific and/or technical experts or other appropriate independent ad hoc associates at its discretion.
- 1.3. “Client” means the party at whose request and/or instructions the Company undertakes services. Unless otherwise indicated by the Client upon its initial request to the Company and readily accepted by the latter, it is understood and agreed upon that such services will be considered as being provided for and on behalf of the Client at the costs and expenses of the same.
- 1.4. “Report” means any Report or Statement or Certificate or Information supplied by the Company in connection with the instructions received from the Client.
- 1.5. “Expenses” means the cost of all reasonable photography, reproduction of drawings, diagrams, sketches and printing, photocopying and electronic transmission expenses and telecommunication expenses and all appropriate expenses including travel, refreshments, meals, and hotel accommodation where overnight stay is necessary, and all other disbursements made for the purposes of carrying out the instructions of the Client and those associated thereto.
- 1.6. “Fees” means the fees charged by the Company to the Client. The Company is entitled to request, at its discretion, any reasonable and appropriate provision on account of its overall fees and expenses in any specific case.

2. Scope

- 2.1. The Company shall provide its services solely in accordance with the terms and conditions contained herein.

3. Work

- 3.1 The Client will set out in writing its instructions regarding the services which it requires the Company to provide.
- 3.2. The Company will confirm in writing the style of the Company, between those mentioned in 1.1. above, and its acceptance of the Client's instructions, alternatively, what services it will perform in connection with the same. Once the Company and the Client have agreed what services are to be performed any subsequent changes or additions must be agreed by both parties in writing.

4. Servants/Agents

- 4.1. The Company is entitled and empowered to carry out Client's instructions by using the services of its Servants / Agents acting on its behalf, without any obligation and responsibility on their part towards the Client; and the company will assume such responsibility as if it were its own, in accordance with the present terms and conditions, for any proven loss/damage of the Client caused only by proved gross negligence or fraud of the Servants / Agents in the performance of their services in respect of Client's instructions.

5. Obligations and Responsibilities

- 5.1. The Client undertakes to ensure that full and clear instructions and appropriate/necessary information/specifics are given to the Company in such sufficient time as to enable the required services to be performed timely, 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.
- 5.2. In providing its services to the Client, the Company shall use reasonable care and skill in accordance with Client's instructions as accepted by the Company and, in any event, with sound consulting marine surveying practice and the relevant customs of the trade and the local usage or practice.
- 5.3. The Company shall issue and submit a final written Report to the Client following completion of the agreed services describing the Company's findings and its opinion on the conditions and/or quality of the specific object and/or purpose of the assignment, unless expressly instructed by the Client not to do so.

- 5.4. The purpose of the Report issued as 5.3. above is to attest the condition of the vessel or object of the Company's services at the time and place of survey and the particulars of the Report shall be compiled to the best of the Company's ability and knowledge and believed to be correct.
- 5.4.1. The Report does not warrant the safety of the vessel, cargo or structure or its seaworthiness and shall not be purported to contain any suggestions/recommendations or other advice about the same; neither the Company, nor its Servants / Agents and in general the persons / entities employed on its behalf shall, in any circumstances, be responsible or liable to the Client or to any other person for any loss, damage or expense, however caused, due to or in connection with the lack or insufficiency of such safety and/or seaworthiness, or in any way related thereto.-
- 5.5. 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 Court of law or other competent Authority.
- 5.6. The right of ownership in respect of all original work created by the Company remains in its property until full payment of any sums due to the Company as per term 7 below is effected.
- 5.7. 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 or impossible for the Company to continue its involvement with the appointment. The Client shall be responsible for payment of the Company's Fees and expenses incurred up to the date of the respective notification.

6. Fees & Expenses

- 6.1. Fees and expenses are as per agreement with the client. This may be according to an hourly rate or lump sum.
- 6.2. The Company will not normally charge over 10 hours per day per Surveyor, even if the actual involvement has exceeded those 10 hours.
- 6.3. If, when a Servant / Agent of the Company is away from base (either inland or abroad), the actual involvement on board a vessel, dealing with cargo or a structure or during any kind of Survey is less than 10 hours, however, the Representative is required to remain at site for any reason, 10 hours are to be charged.

- 6.4. The hours spent in the office for organising the task, keeping Principals informed regarding all the latest developments, writing communications, writing Report and photographs are charged as above in their entirety.
- 6.5. The Company will at the completion of the assignment produce a Debit Note covering fees charged as above plus V.A.T., if appropriate, at the rate applicable at the time of billing and all expenses incurred (i.e. travelling, hotels, meals, transportation, photocopies, photographs, telecommunication expenses and all other expenses incurred in connection with a specific case).
- 6.6. The Company shall re-bill to Clients direct expenses that have been settled by the company at cost, plus lawful interest thereon.
- 6.7. Notwithstanding Clause 6.5. above, in cases of prolonged involvement, the Company shall have the right to forward to the Client Interim Debit Notes for the work undertaken and for expenses, at certain intervals.
- 6.8. Any change with respect to the above rates and/or any statutory obligation to issue Debit Notes in local currency shall be notified to the Client sufficiently in advance.

7. Payment

- 7.1. The Client shall pay the Company's Debit Note(s) whether interim or final punctually in accordance with these Terms and Conditions and in any event not later than 30 days following the relevant Debit Note date.
- 7.2. Any delay in payment shall entitle the Company to charge interest at 3% per annum above LIBOR, or, at the lawful interest rate applicable on the local currency as the case may be.
- 7.3. Where any payment becomes overdue by more than sixty days, the Company shall without prejudice to any of its other rights, be entitled to terminate this Agreement whereupon payment will become due for the value of work done plus expenses up to the date of termination, plus interest and costs.
- 7.4. Any sums due to the Company for Fees and/or Expenses shall be payable in any event and shall not be retained or deferred or suspended on account of any dispute, claim, counter claim, set off or any other reason whatsoever the Client may allege to have or to be entitled to against the Company.
- 7.5. Without prejudice to the provisions set out in para 14.2. below, the Company, in the event of non payment of its Fees/expenses in

accordance with the present Terms and Conditions and for the purposes of collecting the respective unpaid amounts and/or obtaining security for their payment, shall be at liberty to take the appropriate steps and/or bring the respective action before any Court or Authority of any country having competent jurisdiction.

8. Intellectual Property

- 8.1. Any Report, Document or Photograph published by the Company shall remain the intellectual property of the same until payment of Fees has been settled in full. Such Reports, Documents or Photographs should not be produced, submitted or in anyway referred to in legal proceedings or arbitration until the fees have been settled in full, failing which the Client, in addition to his obligation under clause 7 above, shall be obliged to the payment of a penalty equal to the double of the sum of Fees due, all without prejudice to the rights of the Company to claim for damages for any loss suffered by cause of said failure.

9. Liability and Indemnity

- 9.1. Without prejudice to Clause 9.4. the Company shall be under no liability whatsoever to the Client for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect and howsoever arising unless same is proved to have resulted solely from the gross negligence or fraud of the Company or any of its Servants / Agents.
- 9.2. In the event that the loss, damage, delay or expense was caused by the proven gross negligence or fraud of the Company then, the Company's liability for any and all lawful causes thereof in respect of each incident or series of incidents giving rise to a claim or claims shall never exceed and will be limited to the total fees paid and payable by the Client to the Company for the respective assignment.
- 9.3. The Company 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, unless it is caused by the negligence or fraud of the Company.
- 9.4. Except to the extent and solely for the amount herein set out that the Company would be liable under clause 9.2., the Client hereby undertakes and guarantees to keep the Company and/or its Servants / Agents and/or any other person / entity employed by the Company in relation with the Client's instructions, fully 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 may suffer or incur (either directly or indirectly) in the course of the services under these Conditions.

10. Force Majeure

- 10.1. The Company shall not, 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 and/or any occurrence of event constituting Force Majeure.

11. Right to Sub-contract

- 11.1. The Company 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 shall remain fully liable for the due performance of its obligations under the present terms and conditions.

12. Time Bar

- 12.1. Any alleged claims against the Company, and/or its Servants / Agents made by or on behalf the Client and/or its assignees and successors of any kind, 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, or the date of the completion on the part of the Company of its required services, or the date when such services should have been completed when non-performance is being alleged.

13. Insurance

- 13.1. The Company shall effect and maintain, at no cost to the Client, Professional Indemnity Insurance.

14. Jurisdiction and Law

- 14.1. These terms and conditions accepted by the Client, shall constitute the document of a contract between the Client and the Company which shall be governed by and construed in accordance with Greek Law the provisions of which shall also apply on issues and matters not specifically thereby dealt with.

- 14.2. Any dispute for any cause whatsoever which may arise under this contract or is in anyway connected with the same shall be subject and referred to the exclusive jurisdiction of the competent Courts of Piraeus (Greece).
-

(terms/terms10)