
GENERAL CONDITIONS OF SERVICES

1 SCOPE AND APPLICATION

- 1.1 Unless otherwise specifically agreed in writing, these General Conditions of Services (hereafter "**General Conditions**") shall apply to all service, as described hereinafter under point 3, rendered by Norwegian Marine & Cargo Survey AS (hereinafter "**NMCS**").
- 1.2 These General Conditions shall apply in addition to the specific conditions set forth in the agreement attached hereto (hereinafter the "Agreement").

2 THE PARTIES

- 2.1 NMCS is a limited liability company incorporated under the laws of Norway, with address postbox 67 Sentrum, 0101 Oslo.
- 2.2 NMCS renders its services, as described hereinafter under point 3, to Norwegian and international sea shipping companies as well as to consignee / consignor of goods and cargos shipped by sea or other entities engaged in the field of import/export shipment (hereinafter the "Customer").
- 2.3 NMCS and the Customer are also hereinafter individually and jointly named as "Party" or "Parties".
- 2.4 NMCS shall render its services solely upon request and according to the instructions given by the Customer only. The attached Agreement shall indicate the contact person for the Customer, entitled to grant such instructions to NMCS.
- 2.5 Any document received by NMCS and containing references to agreements entered into between the Customer and third parties shall not extend nor restrict NMCS' mission and obligations.

3 THE SERVICE

- 3.1 Further to the acceptance of these General Conditions, the Customer and NMCS shall specify in writing, in the Agreement, the service to be performed by NMCS (hereinafter the "Service") and its specific terms of execution. The price for the Service shall be agreed in writing.
- 3.2 The Service may consist of one or both of the following categories of services that are rendered by NMCS and as specified in the Agreement:

3.2.a Inspection: Such service includes, but is not limited to:

- Inspections, verifications, supervisions, examinations, samplings, tests, measurements and similar operations carried out on goods shipped by sea and / or

received by the Customer;

- Control of the actual count of goods in the cargo (i.e. number of boxes, drums, bundles, pipes, etc.) versus the amount listed on the cargo's manifest and other declaration;
- Inspection of the conditions of the tanks, containers, and other transport facility used for the shipment of goods by sea
- Issue of reports and/or certificates attesting the results of aforesaid Inspection; or
- Consulting services in connection with such matters.

3.2.b Cargo transfer operation: Such service includes, but is not limited to:

- Loading and discharging container or bulk cargos from vessels onto receiving facilities ashore and vice-versa; or
- Performance of administrative tasks associated with the loading or unloading of cargo
- Control of the documents related to the further delivery of the cargo

3.3 Upon special request, written in the Agreement, NMCS may render additional services (hereinafter the "Additional Services") to the Customer, such as:

- qualitative and/or quantitative guarantees;
- supply of technicians or other personnel;
- supervision of full industrial project schemes, including consulting, expediting and progress reporting;
- checking of designs, drawings and calculations;
- Quality Assurance services;
- litigation support services or
- advisory and consultancy services.

4 ASSIGNMENT

4.1 NMCS shall render the Service on the goods or on the cargo and under the specific conditions mentioned in the Agreement attached hereto. Where such Agreement is not entered into by the Parties, NMCS shall render its Services in accordance with:

- The terms of NMCS' specific inspection procedures such as FOSFA, GAFTA and ISO guide, where applicable;
- Any relevant standard method, trade custom, use or practice;
- Such methods as NMCS shall consider as suitable on technical and/or financial grounds.

5 THE CUSTOMERS OBLIGATIONS

5.1 Prior to NMCS' commencement of the performance of the Service, the Customer shall:

- Give to NMCS all the instructions concerning the specific terms and conditions of execution of the Service; Such instructions shall be given to NMCS as soon as

possible, in the Agreement attached hereto or otherwise in writing no later than 48 hours prior to NMCS' beginning of the execution of the Service;

- Assure that NMCS' representatives and personnel are granted access to, *inter alia*, the goods, ships, premises, installations and transport as necessary for the execution of the Service;
- Supply, if required, any special instrument necessary for the performance of the Service;
- Ensure that all necessary measures are taken for the safety and security of NMCS' personnel, on sites and on installations;
- take all necessary steps to avoid any obstacle, interruption or delay in the performance of the Service;
- Warn NMCS of any actual or potential hazard or danger that the Customer is aware of and associated in any way to NMCS' performance of the Service. Such warning shall be given, *inter alia*, in case of radioactive, toxic or explosive material, defects, environmental, health, safety, water, pollution or other codes.

6 PAYMENT

- 6.1 NMCS shall render the Service at the price agreed and written in the Agreement attached hereto ("Price"). Where such Agreement is not entered into by the Parties, NMCS shall render its Services in accordance with prices indicated in NMCS' price guide. When the Price of the Service rendered is not indicated in NMCS' price guide, NMCS shall be entitled to a sum equal to the average market price for services equal to the Service at the time of the execution of the Agreement.
- 6.2 Any quotation made by NMCS prior to an assignment shall be valid for 30 days only, unless such quotation is followed by the execution of an Agreement within said 30 days.
- 6.3 The Customer shall pay the Price within 21 days upon the date of the invoice, unless otherwise agreed in writing in the Agreement. From the expiry of said term, NMCS shall be entitled to interest on overdue payment at the rate provided by the Norwegian law in force.

7 SUBCONTRACTING

- 7.1 NMCS shall be entitled at its sole discretion to delegate the performance of the Service, in whole or in part, to any agent or subcontractor (hereinafter the "Subcontractor"). Such subcontracting shall in no way waive any of NMCS' rights and obligations under these General Conditions.
- 7.2 NMCS' liability for the performance of the Subcontractor shall be limited to the case of NMCS' gross negligence.

8 LIABILITY

- 8.1 NMCS is neither an insurer nor a guarantor of the quality or quantity of any inspected or analyzed goods, products or materials, and disclaims all liability in such respect.

- 8.2 NMCS shall not be liable for any loss, expense or damage to the cargo or the goods under the time of execution of the Service, unless the Customer proves that such loss, expense or damage is due to NMCS' gross negligence.
- 8.3 NMCS shall perform the Service with due diligence and skill and shall be liable solely in case of gross negligence. Such gross negligence shall be proven by the Customer.
- 8.4 However, in case of over pumping due to lack of any self closing device on terminal, the responsibility vests solely on the Customer.
- 8.5 NMCS shall not be liable for any damage to goods or cargo due to wrongful instructions or information given to NMCS by the Customer, by any of the port or terminal's personnel or by any other third party.
- 8.6 Any certificate or report produced by NMCS shall be for the Customer's exclusive use and not for the use of any other person or entity. No other than the Customer shall have any right arising of such certificate or report.
- 8.7 Where NMCS shall be liable for damages to the other Party, these shall not exceed the damage which the Party in default could reasonably have foreseen at the time of the formation of the Contract, and in any case shall not exceed a lump sum equal to 10 (ten) times the contract value to be paid by the Customer to NMCS for the performance of the Service.
- 8.8 The Party who suffers from a breach of the Contract shall be under a duty to take all necessary measures to limit the loss which has occurred. Should one fail to do so, the Party responsible of the breach may claim a reduction in the damages.
- 8.9 Any claim that the Customer intends to submit to NMCS shall be sent by written notice within 60 (sixty) days after the completion of the Service. When the Service is limited to Inspection, as defined under point 3.2. a. above, the Service shall be deemed as completed upon NMCS' issuance of the report or certificate.
- 8.10 NMCS shall not be liable for other claims against NMCS, its officers, employees, agents or subcontractors arising from accidental, consequential, punitive, special or any other damage or loss.
- 8.11 NMCS grants no warranty other than those specified in these General Conditions.
- 8.12 The provisions under point 7 shall constitute NMCS' sole and exclusive source of liability.

9 CONFIDENTIALITY – RELEASE OF DOCUMENTATION

- 9.1 NMCS have confidentiality and deliver reports to ordering client only.
Exception:
- If written approval from client is available
 - When weighty public or private interests make it legitimate to share documentation

10 INDEMNIFICATION

10.1 The Customer shall guarantee, hold harmless and indemnify NMCS, its affiliates, agents or subcontractors as well as all their officers, directors and employees against

all claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purposed performance or non-performance of any services to the extent that the aggregate of any such claims relating to any one service exceed the limit mentioned in point 7, "LIABILITY".

11 FORCE MAJEURE

11.1 In the event NMCS is prevented, by any reason whatsoever beyond its control, from performing or completing any services for which an order has been given or an agreement made, the Customer shall pay to NMCS the following:

- the sums related to all abortive expense actually made or incurred into by NMCS;
- a portion of the agreed fee or commission equal to the portion of the Service actually carried out.

11.2 NMCS shall bear no liability whatsoever for the non execution or the partial execution of the Service due to Force Majeure.

12 SETTLEMENT OF DISPUTES

12.1 These General Conditions and all agreements between NMCS and the Customer are governed by and shall be construed in accordance with Norwegian law and any dispute arising from these General Conditions shall be subject to the exclusive jurisdiction of the Norwegian courts, with Oslo City Court as legal venue.