



JSL MARINE LIMITED

Consultant Marine Engineers

JSL MARINE LIMITED - STANDARD TERMS AND CONDITIONS

The following terms and conditions shall apply to all work undertaken by JSL Marine Limited 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

"Consultant" or the "Company" is the Consultant trading under these conditions that are set out by the Company, JSL Marine Limited.

"Client" is the party at whose request or on whose behalf the Consultant undertakes any service.

"Report" means any report, advice or statement supplied by the 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.

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

2. Scope

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

Where appropriate, the Client will set out in writing the services which it requires the Company to provide.

When acting for underwriters or other clients, the consultant's opinions will be offered strictly without prejudice to liability, unless specifically authorised otherwise by the client.

3. Fees

In normal circumstances, the Company will offer to perform the work on an hourly rate.

4. Payment Terms

The Client will be responsible for paying the Consultant's invoice and shall pay the Consultant's fees punctually in accordance with these Conditions and in any event not later than 30 days following the relevant invoice date. Any delay in payment shall entitle the Consultant to interest on a daily basis at 3% above the Base Lending Rate of HSBC Bank Plc prevailing at the time of default. Further delays in payment may require legal action for debt recovery.

5. Disputed invoices

If any part of an invoice is genuinely in dispute, the Client shall pay the undisputed part thereof. The Parties shall endeavour to resolve the disputed portion without delay.

6. Obligations and Responsibilities

(a) Consultant

The Consultant shall use reasonable care and skill in the performance of the services in accordance with good marine consultancy practice.

(b) Reporting

The 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 Consultant's findings, assessments and inspection purporting to the purpose of the Client's instruction, unless otherwise expressly instructed by the Client not to do so.

(c) Confidentiality

The 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.

(d) Intellectual Property

The right of ownership in respect to any intellectual property resulting from the performance of the work created by the Consultant remains the property of the 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. The 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 Consultant to continue their involvement with the appointment. The Client shall be responsible for payment of the Consultant's fees up the date of notification.

(e) Client

The client shall promptly settle the Consultant's invoice in accordance with Payment Terms above.

7. Liability and limitations

(a) All services and reports are provided for our named Clients' use only. No liability of whatever nature is assumed towards any other party and nothing in these terms, or the relationship between us and our Clients, shall confer or purport to confer on any third party a benefit or the right to enforce any provision of these terms.

(b) We shall undertake the services to which these terms relate with reasonable care, skill and diligence, but we shall have no responsibility or liability whatsoever except insofar as the Client suffers loss or damage in consequence of our negligence, gross negligence or wilful default. Notwithstanding any other provision of these terms:

(b.1) our liability shall expire 12 months after completion of the services in respect of which liability is alleged to arise and we shall thereafter have no liability in respect of those services and/or any alleged default in connection with the provision thereof;

(b.2) we shall not be liable in respect of any breach of our obligations (1) for any loss, damage, delay or expense of whatever nature whether direct or indirect (including but not limited to loss of profit and loss of use) and howsoever arising or resulting whether directly or indirectly in the course of or as a result of the provision of our services, under these terms or otherwise, (2) of which written notification shall not have been given within 14 days of the date on which the Client ought reasonably to have become aware of the existence of such breach, or (3) resulting from unforeseeable causes beyond our reasonable control;

(b.3) the Client covenants with us and our servants and agents that no such servant or agent shall in any circumstances whatsoever be under any liability for any loss arising or resulting directly or indirectly from any act, 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, every exemption, limitation and condition herein contained and every right, exemption and limitation of liability applicable to us or to which we are entitled hereunder shall also be available to protect every such servant or agent acting as aforesaid and for the purpose of the foregoing provisions we are or shall be deemed to be acting as agents or trustees on behalf of and for the benefit of all persons who are or might be our servants or agents from time to time and all such persons shall to this extent be or be deemed to be parties to these terms;

(b.4) under no circumstances shall our liability exceed a total of [1] times the fee payable hereunder.

8. Force Majeure

Neither the 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.

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. Time Bar

Any claims against the Consultant 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.

11. 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.

12. Governing Law

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

