

## TERMS AND CONDITIONS

---

### 1. **Preliminary**

- 1.1. In these terms and conditions the following terms shall have the following meanings:
  - 1.1.1. "Client": the person specified in the Proposal;
  - 1.1.2. "Company": Safinah Limited (CRN: 03647279);
  - 1.1.3. "Contract": any contract between the Company and the Client arising out of or in relation to the provision of the Services by the Company as varied from time to time in accordance with clause 7.1;
  - 1.1.4. "Premises" any location or premises (including, without limitation, any ship, yacht, vessel, port, dock or offshore structure) where the Services are to be performed;
  - 1.1.5. "Proposal": the proposal document provided by the Company to the Client as varied from time to time in accordance with clause 7.1;
  - 1.1.6. "Services": the services detailed in the Proposal and the Scope of Work.
  - 1.1.7. "Scope of Work" the scope of work to be undertaken by the Company in the course of performing the Services as agreed in writing between the Company and the Client and as varied from time to time in accordance with clause 7.1.
- 1.2. These terms and conditions shall apply to and be incorporated into the Contract; (unless agreed otherwise in writing by the Company) shall prevail over any inconsistent terms or conditions contained, or referred to, in any document supplied by the Customer, or implied by law, trade custom, practice or course of dealing and shall be subject to any revisions which have been approved in writing by the Company.
- 1.3. In the event that there is any conflict between these terms and conditions, the Proposal and/or the Scope of Work the conflict shall be resolved in the following order of priority: (1) these terms and conditions, (2) the Scope of Work and (3) the Proposal.
- 1.4. The Client is responsible for ensuring that the Proposal and the Scope of Work (including any specification of the Services to be provided that is contained within them) are complete and accurate.
- 1.5. Any quotation given by the Company is valid for a period of 30 days from its date, provided that the Company has not previously withdrawn it.
- 1.6. A reference to writing or written includes faxes and e-mail.

### 2. **Client's Obligations**

- 2.1. The Client shall:
  - 2.1.1. co-operate with the Company in all matters relating to the Services;
  - 2.1.2. provide the Company in a timely manner and at no charge, with safe access to the Premises and such of the Client's office accommodation, data and other facilities as may be required by the Company;
  - 2.1.3. provide to the Company, in a timely manner, all such information as the Company may require and ensure that it is accurate in all material respects;

- 2.1.4. be responsible (at its own cost) for preparing and maintaining the Premises for the supply of the Services;
- 2.1.5. inform the Company of all health and safety rules and regulations and any other reasonable security requirements that apply at the Premises.
- 2.2. The Client should quote the Enquiry Number as stated in the Proposal in all correspondence to the Company.

### **3. Company's Obligations**

- 3.1. The Company shall use reasonable endeavours to perform the Services in accordance with the Proposal and the Scope of Work in all material respects and to meet any performance dates specified in the Proposal and the Scope of Work, but any such dates shall be estimates only and time for performance of the Services by the Company shall not be of the essence of this Contract.
- 3.2. Upon completion of the Services the Company will provide the Client with a final electronic copy of its report free of charge. If the Client requires any further copies of the report, or has specific printing, binding or stationery requirements, the Client will be charged an additional fee in accordance with the Company's prevailing rates from time to time.
- 3.3. The work that the Company produces does not in itself constitute an endorsement of a particular product, unless it is specifically agreed by the Company and the Client and documented in the Proposal.
- 3.4. If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client its agents, subcontractors, consultants or employees (including, without limitation any failure of the Client its agents, subcontractors, consultants or employees to comply with any of the Client's obligations under clause 2.1) the Company shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

### **4. Fee and payment arrangements**

- 4.1. In consideration of the provision of the Services by the Company, the Client shall pay the charges set out in the Proposal.
- 4.2. Any fee rates specified in the Proposal shall (unless stated otherwise in the Proposal) be based upon the assumption that a "daily rate" is based on a seven hour day; a "weekly rate" is based on a five day week with each day comprising 7 hours, a "monthly rate" is based on a four week month with each week comprising 5 days of 7 hours each, any weeks or months that include a public holiday are charged as full weeks and months and time spent by the Company in providing the Services shall include travel time spent by the Company's personnel in the course of providing the Services.
- 4.3. Unless agreed otherwise by the Company in Writing, in the event that the Services are to be provided on a time spent basis and the actual time spent by the Company in performing the Services in any day, week or month (as applicable) exceeds the assumed number of hours specified in clause 4.2 or the Client requests the Company to perform any services which are additional to or are outside of the scope of the Services specified in the Proposal; then any time spent by the Company in performing the excess or additional Services shall be charged at the hourly, weekly or monthly rate (as the case may be) specified in the Proposal on a pro-rata basis.

- 4.4. In the event that the Services are to be provided on a fixed price basis, the Company reserves the right to increase any fixed price where the Company considers that such an increase is reasonable due to any circumstances that were not reasonably foreseeable by the Company at the date of the Proposal or any assumptions stated by the Company in the Proposal as being relevant to the determination of that fixed price are incorrect or the Client requests the Company to perform any services which are additional to or are outside of the scope of the Services specified in the Proposal.
- 4.5. In addition to any fees payable by the Client under this clause 4, the Client shall reimburse the Company in respect of all expenses incurred by the Company for travel, accommodation and subsistence in the course of performing the Services, and all other expenses necessarily incurred by the Company in connection with the Contract or the Services including, without limitation, laboratory work, testing, panel preparation and any special publishing needs of the Client.
- 4.6. Where the Services are to be provided on a time spent basis, the Company shall be entitled to submit an invoice to the Client on a monthly basis in respect of all time spent by the Company in providing the Services.
- 4.7. Where the Services are to be provided on a fixed price basis, the Company shall be entitled to submit an invoice to the Client in respect of the fixed price in accordance with the terms set out in the proposal or, if no such terms are set out in the proposal, at any time following provision by the Company to the Client of the final report.
- 4.8. Where the Proposal provides that a mobilisation charge shall be payable by the Client the Company shall be entitled to invoice the Client in respect of that mobilisation charge in accordance with the terms of the proposal or, if no such terms are set out in the Proposal, at such time as the Company considers reasonably necessary to enable the Company to perform its obligations under the Contract
- 4.9. The Company shall be entitled to invoice the Client on a monthly basis in respect of any expenses incurred by the Company in the course of providing the Services.
- 4.10. In the event that any invoice remains unpaid by the Client for a period of more than 30 days, without prejudice to any other rights or remedies that the Company may be entitled to in respect of such failure under the Contract, the Company reserves the right to suspend performance of the Services until payment is made and charge interest on the amounts outstanding at the annual rate of 4% above the base lending rate from time to time of Lloyds TSB Bank Plc, accruing on a daily basis until payment is made, whether before or after any judgment .
- 4.11. All fees are subject to Value Added Tax and any similar taxes where applicable.
- 4.12. Unless agreed otherwise by the Company in writing all invoices submitted by the Company shall be payable in pounds sterling.
5. **Limitation of Liability**
  - 5.1. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
  - 5.2. Nothing in the Contract limits or excludes the liability of the Company for death or personal injury or for any damage or liability incurred by the Client as a result of a fraud or fraudulent misrepresentation by the Company.
  - 5.3. Subject to clause 5.2

- 5.3.1. the Company shall not be liable for any loss of profit; loss of goodwill; loss of business, loss of business opportunities, loss of anticipated savings, loss or corruption of data or information or special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- 5.3.2. the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Contract shall be limited ,where such liability is covered by the Company's professional indemnity insurance policy, the total fees paid or, where such liability is not covered by the Company's professional indemnity insurance policy, the total fees paid by the Client under the Contract.
- 5.4. All advice, conclusions, forecasts and recommendations made or given by the Company (including, without limitation, in any proposal, report, document or presentation) are made in good faith and on the basis of information in the Companies possession at the relevant time. The Company shall have no liability to the Client in the event that any such advice, conclusions, forecasts and recommendations are incorrect as a result of any information provided by the Client's being incorrect or incomplete or in the event that the Client has failed to provide the Company with any relevant information.
- 5.5. No person other than the Client shall be entitled to use, follow or rely upon any advice, conclusions, forecasts and recommendations made or given by the Company (including, without limitation, in any proposal, report, document or presentation).

## 6. Termination

- 6.1. Without prejudice to other rights or remedies that the parties may have, the Company may terminate the Contract without liability to the Client immediately on giving notice to the Client if:
  - 6.1.1. the Client commits a material breach of any of the terms of the Contract and (if such breach is remediable) fails to remedy that breach within thirty (30) days of the Client being notified in writing of the breach; or
  - 6.1.2. the Client repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract; or
  - 6.1.3. the Client suspends, or threatens to suspend, payment of its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed unable to pay its debts or having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply.
- 6.2. Either party may terminate the Contract by giving one (1) month's notice in writing to the other party.
- 6.3. On termination of the Contract for any reason the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied and any expenses incurred but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt.

## 7. General

- 7.1. No variation of the Contract, the Proposal, the Scope of Work, these terms and conditions or of any of the documents referred to in them shall be valid unless it is agreed in writing by or on behalf of each of the parties.

- 7.2. If any provision of this agreement is held by a court of other competent authority to be invalid or unenforceable in whole or in part the validity of other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.
- 7.3. The Contract (which includes the Proposal and the Scope of Work) constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Contract. Any representations made by the Company will not be binding on the Company unless they are in writing and signed on behalf of the Company.
- 7.4. The Client cannot assign or transfer this Contract without the Company's prior written consent.
- 7.5. Neither party shall be in breach of this Contract, nor liable or responsible for any failure or delay in performance of any obligations under this Contract arising from or attributable to acts, events, omissions or accidents beyond its reasonable control.
- 7.6. Any notice required to be given under the Contract shall be in writing and shall be delivered personally, or sent by recorded delivery or by commercial courier, to the party required to receive the notice at (in respect of the Company) its registered office or (in respect of the Client) the address set out in the Proposal or (in respect of either party) such address as is otherwise specified by the relevant party by notice in writing to the other from time to time. Any notice shall be deemed to have been duly received if delivered personally when left at the address referred to in this clause 7.6 or if sent by recorded delivery or commercial courier, on the date and at the time that the relevant delivery receipt is signed.
- 7.7. If the Company fails to insist that the Client performs any of its obligations under the Contract, or if the Company does not exercise its rights or remedies under the Contract, that will not mean that the Company has waived such rights and remedies and will not mean that the Client does not have to comply with those obligations. If the Company does waive a default by the Client that will not mean that the Company will automatically waive any subsequent default by the Client. No waiver by the Company shall be effective unless the Company expressly states it is a waiver and does so in writing.
- 7.8. If any dispute arises out of or in connection with this Contract then the parties shall attempt to resolve the dispute in good faith. If the dispute is not resolved, the parties shall attempt to settle the dispute by mediation.
- 7.9. A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 7.10. This Contract and any dispute arising out of or in connection with it shall be governed by and construed in accordance with English law and both the Client and the Company agree to submit to the exclusive jurisdiction of the English courts.