

## General Terms and Conditions

### 1. Scope

- (1) These General Terms and Conditions apply to all orders by the Principal accepted by us.
- (2) Our tariff, which sets out our fees, is part of these General Terms and Conditions. The tariff will be provided upon request.

### 2. Obligations

- (1) We shall render the services we have agreed to render only acting upon instructions given by the Principal. We will carry out the instructions to the best of our ability and knowledge. We do not guarantee a particular result.
- (2) As a third party provider we are entitled to involve third parties to carry out the instructions of the Principal.
- (3) The results of our activity will be submitted in writing and delivered to the Principal as a report.
- (4) We will not disclose the results of our findings to any third party other than the Principal unless we obtained written confirmation to do so.

### 3. Remuneration

- (1) We are entitled to remuneration for our efforts.
- (2) The remuneration is determined in our tariff, which will be provided upon request.
- (3) For quotation purposes the tariff is defined as a day rate by which we intend a 8 hour day shift. This day rate is the remuneration for the efforts spent on survey and reporting and does not include travel costs or other expenses.
- (4) We apply the day rates in our tariff for cargo damage surveys on condition that the travel to the site of survey, the survey services and the reporting can be completed within a day shift of 8 hours.
- (5) Most damage surveys can be completed in the time frame set out in point (4). However if under any circumstance this time frame is not sufficient then the extra time will be charged proportionally in accordance with point (1).
- (6) For all marine surveys other than damage surveys, the day rate in our tariff is exclusive of time and cost for travel and reporting.
- (7) We are entitled to reimbursement of all reasonable costs necessary to carry out the instructions of the Principal.
- (8) Our fees as well as costs are payable when the invoice is submitted to the principal.
- (9) All origin and intermediate bank charges involved in the transfer of our remuneration are to be borne by the Principal.
- (10) Complaints regarding to invoices shall be lodged with us in writing within 8 days.

### 4. Salvage sales

- (1) We only act as mediator between the owner of the goods and the buyer. We endeavour to contact local salvage buyers and obtain several bids. We will provide the result of the salvage

enquiry and the interested buyers' details to the Principal and/or the owner of the goods.

(2) The sale will always be made between the buyer and the owner of the goods directly.

(3) We will in no case accept any obligation towards the buyer nor towards the owner of the goods.

(4) For salvage sale services we shall not claim any remuneration other than the compensation for the time spent in finding buyers and facilitating the sale.

5. Liability, claims, time bar, applicable law, indemnity

(1) We are not liable for damages due to negligent acts and omissions of our directors, employees, servants, sub-contractors and other persons involved in carrying out the instructions of the Principal.

(2) This does not apply in case of gross negligence.

(3) Our liability for unforeseeable damages is excluded.

(4) Our liability is limited in accordance with the provisions of Hong Kong law.

(5) The principal shall indemnify us against all claims of third parties, both in respect of the execution of the assignment and in respect of the issued report.

(6) All claims against us are subject to a time bar of one year.

(7) Claims against us can only be pursued before the courts of Hong Kong. We are, however, entitled to commence proceedings before other Courts.

(8) Our services as well as all legal relations arising therefrom are subject to Hong Kong law.