

## Terms & Conditions

### *Standard Terms and Conditions for Survey Work*

#### **Applicability**

These Standard Terms and Conditions for Survey Work applies to any survey work undertaken by Van Ameyde Marine Asia ("VAMA") for the Client. The services to be provided by VAMA to the Client shall be set out in Instructions provided by the Client to VAMA.

#### **1. Definitions**

Unless expressly stated otherwise, the terms used in these Standard Terms and Conditions and in any correspondence passing between VAMA and the Client are defined as follows: -

- A) VAMA and surveyors, consultants or other individuals or companies retained by them.
- B) "Client" the firm, company or individual to whom VAMA has agreed to provide professional services.
- C) "Fees" subject to any special terms agreed in writing between VAMA and the Client, fees shall mean the reasonable charges of VAMA based on its normal hourly rate, which shall be notified to the Client upon receipt of Instructions, and any other charges as identified in writing to the Client. Time spent travelling and waiting may be charged in full. Value Added Tax will be charged were applicable. The daily rate (based on a working day of ten hours in length) shall be applied to any full day of the survey and shall include time spent travelling and waiting. A full day commences at 8am and ending at 6pm. A part of any day of the survey shall be charged at the full hourly rate.
- D) "Reports" and report, statement or other document supplied by VAMA in connection with Instructions received from the Client.
- E) "Disbursements" included a cost of all reasonable photography, reproduction of drawings, diagrams and other data and printing and duplication and all reasonable and appropriate out of pocket expenses including appropriate travel, refreshments and hotel accommodation where an overnight stay is necessary. Valued Added Tax will be charged were applicable. This list gives examples of possible disbursements and is not intended to be exhaustive.
- F) "Instructions" sets out in writing, provided by the client to VAMA, any work to be carried out by VAMA on behalf of the Client.



## **2.**

- A) It is the Client's responsibility to provide full Instructions in writing supported by clear, legible, good quality copies of all relevant documents. It is the Client's responsibility to supply VAMA at its own expense with all necessary documents or other materials and all necessary data or other information relating to the Instructions, within sufficient time to allow VAMA to carry out the Instructions as specified by the Client. The Client shall insure the accuracy of all such materials. It is the Client's responsibility to retain duplicate copies of any materials supplied to VAMA.
- B) Deal promptly with every reasonable request of VAMA for authority, information and documents.
- C) Not alter, or permit others to alter, the reports of VAMA.
- D) Give immediate written notice of every survey, meeting, or other appointment at which VAMA's attendance will or may be required. VAMA will make every possible effort to attend but reserves the right to refuse to attend if less than 48 hours' notice in writing have been given of the necessity to attend.
- E) Pay invoices submitted by VAMA within such time period as shall be specified on the invoice, but in any event no later than 28 days after the date of any invoice submitted.

VAMA will: -

## **3.**

- A) Use reasonable skill and care in the performance of the Instructions specified by the Client and, as far as reasonably possible, at the intervals and within the times referred to by the Client. VAMA reserve the right to make any changes to the Instructions which are necessary to comply with any applicable safety or other statutory requirements, or which materially affect the nature of quality of the Instructions.
- B) Act with objectivity and independence with regard to instructions.
- C) Undertake only those parts of Instructions in respect of which VAMA considers its staff to be adequately qualified and experienced.
- D) Promptly notify the Client of any matter including a conflict of interest or lack of suitable qualifications and experience which would disqualify VAMA or render it undesirable to continue involvement in the appointment.
- E) Upon receipt of any materials and knowledge of a confidential or sensitive nature (the information) VAMA hereby: -



- \* Acknowledges that all information provided to VAMA is the property of the Client.
- \* Acknowledges that all information provided by the Client is provided in confidence.
- \* Undertakes to keep the information reasonably secret and confidential and will not disclose all or any part thereof to any third party and will use its best endeavours not to allow any third party to have access to it, other than those persons authorised by the Client.
- \* Undertakes to keep in a reasonably safe, secure and confidential place all materials part of the information supplied to VAMA together with any copies, notes or records made by VAMA.
- \* Undertakes to use its best endeavours not to make use of or permit others to make use of the information or any part of it except for the purpose of preparing reports and instructed by the Client.

F) Not negotiate or communicate with an opposing party or advisor unless specifically authorised by the Client to do so (and in any event act within the scope of the Clients Instructions at any meeting of surveyors). This clause does not apply to any order of a court or tribunal.

#### **4. Termination**

- A) The Client shall be entitled to terminate the Instructions at any time by giving not less than 28 days written notice to VAMA.
- B) Either party may (without limiting any other remedy) at any time terminate the Instructions by giving written notice to the other, if the other commits any breach of these Standard Terms and Conditions and (if capable of remedy) fails to remedy the breach within 14 days after being required by written notice to do so.
- C) Fees and disbursements to the date of termination may be charged in full. At the time that its fees are paid in full VAMA will return all documents and incomplete work to the Client.

#### **5. Fees and Disbursements**

- A) VAMA may present invoices at such intervals as it considers fit and payment of each invoice is due on presentation, subject to any written waiver or indulgence quoted by VAMA.
- B) VAMA shall be entitled to charge fair and reasonable fees in the following circumstances:-
  - \* Where time has been set aside for a specific survey, meeting or other engagement.



- \* Where specific Instructions have been given for an inspection and report.
  - \* Where due to settlement of the dispute or any other reason not being the default of VAMA the reservation of time has been cancelled and/or the Instructions have been withdrawn, provided that the time reserved by VAMA cannot reasonably be productively utilised on other matters.
- C) VAMA reserve the right to invoice and recover interest at 8% per annum above Bank of England base rate on all unpaid invoices and in addition the full amount of its legal, administrative and other costs of recovering unpaid invoices. Interest will be calculated daily, commencing 28 days following the date of the invoice.
- D) Any dispute relating to VAMA fees may be referred to mediation in accordance with Singapore Mediation Centre's mediation guidelines.

## **6. Liability**

- A) VAMA shall have no liability to the Client for any loss, damage, costs, expenses or any other claims for compensation arising from any materials or Instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival or any other fault of the Client.
- B) Except in the respect of death or personal injury caused by VAMA negligence, or as is expressly provided in the Standard Terms and Conditions, VAMA shall not be liable to the Client by any reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the expressed terms of the Instructions, for any loss of profit or any indirect or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of VAMA, its servants or agents or otherwise) which arise out of or in connection with the provision of the services specified in the instructions or they are used by the Client.
- C) The entire liability of VAMA under or in connection with the Instructions shall be limited to a sum calculated on the basis of ten times the charges invoiced by VAMA for the work which is subject to the claim or USD 400,000 which ever shall be the greater.
- D) VAMA shall not be liable to the Client or be in breach of the Instructions by reason of any delay in performing, or any failure to perform, any of VAMA obligations in relation to the Instructions, if a delay or failure is due to and cause beyond VAMA reasonable control.
- E) Notice in writing of any claim arising against VAMA shall be notified to VAMA in writing and shall be brought



within three months of the completion of the work specified in the Instructions. In any event VAMA will be discharged from all liability if any claim is not brought within one year of the date of completion of the work as specified in the Instructions.

## **7. Indemnity**

A) The Client agrees to indemnify VAMA in respect of any liability incurred by VAMA during the proper execution of the Client's Instructions.

B) VAMA shall have no liability whatsoever to any third party to whom the Client has forwarded any report prepared by VAMA. The Client agrees to indemnify VAMA in respect of any claim brought by a third party in such circumstances.

## **8. Dispute Resolution and Jurisdiction**

These Standard Terms & Conditions and any dispute arising out of or in connection with them and the Services agreed shall be subject to the Laws of Singapore and shall be subject to the exclusive jurisdiction of the Singapore Courts provided always that

i. the parties shall be bound to first proceed to mediation in Singapore or at any other place agreed by the parties on a consensual basis and

ii. in the event that mediation is unsuccessful, the matter shall be referred to arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force.