

## GENERAL TERMS & CONDITIONS - SEAWING EUROPE LIMITED

1. **General** - Unless otherwise agreed in writing by Seawing Europe Ltd. ("Seawing") the "Acceptance Letter" and these "General Terms and Conditions" shall constitute the entire Agreement between the Client and Seawing.
2. **Scope of Work**
  - a) Seawing hereby agree to provide services in accordance with the Client's instructions as set out in the "Acceptance Letter" ("the Services").
  - b) Seawing will not vary the scope of the work unless instructed to do so by the Client. Where a variation in the scope of work is requested, Seawing will advise the Client what effect this variation will have on the cost and completion date of the Services.
3. **Performance**
  - a) Seawing will provide a consultant or consultants of suitable qualifications and experience in line with the Agreement.
  - b) Should it emerge that other specialist skills are required, Seawing will use reasonable endeavours to supply such skills if requested to do so by the Client at an additional price to be agreed.
  - c) If for any reasons beyond Seawing the reasonable control of Seawing its consultant(s) cannot fulfil their duties according to the Agreement within the designated time frame, Seawing will inform the Client of the fact as soon as reasonably possible and put forward a revised proposal. Seawing shall not be liable for any inability to fulfil the Assignment in these circumstances.
4. **Client's Responsibilities** - It will be the responsibility of the Client to ensure that the Seawing Consultant(s) are not hindered in any way in carrying out their duties, and that all necessary permits and authorisations and access to all relevant locations, information, equipment, data and support, that may be reasonably be required for the performance of the duties of Seawing associated with the Agreement, will be obtained and/or arranged by the Client at the Client's expense.
5. **Liability**
  - a) Any errors or omissions in the Services provided by Seawing will be corrected as soon as practicable and if correction is reasonable, provided the errors or omissions are reported to Seawing by notice in writing within 3 months of completion of the Services. Where the notice is not given to Seawing within the time allowed, Seawing shall be under no duty to make any such corrections.
  - b) Seawing operate in an advisory capacity at all times and are not responsible for any loss or damage that may arise when such advice is ignored, misinterpreted or incorrectly carried out by any party or person not connected with Seawing.
  - c) In the event that any claim is made against Seawing arising out of the Services, Seawing shall under no circumstances whatsoever be liable for an amount exceeding an amount equal to 5 times the fee paid by the Client for the survey fees (excluding disbursements) and in any event not exceeding Sterling £20,000.
  - d) Seawing shall have no liability in any circumstances whether in contract, tort or otherwise, including, but not limited to, liability for negligence, for any loss of revenue, business, anticipated savings or profits or for any loss of use or value for any indirect or consequential loss. Such exclusion of liability shall apply regardless of whether any such losses arise by reason of matters which might reasonably be expected to be in the contemplation of Seawing or from matters which Seawing have special and particular knowledge.
  - e) Any report reproduced or services provided in accordance with the agreed Service are intended solely for the use of the Client and will not be further distributed, circulated or published without the prior express agreement of Seawing in writing.
  - f) Where proceedings have not been commenced in accordance with Clause 14 of these Terms & Conditions, in respect of any claim arising out of or in connection with the Services, within 12 months after the completion of the Services, all liabilities of Seawing in respect of such claims shall automatically cease and there shall thereafter be an absolute bar to proceeding with any such claim against Seawing.
  - g) Seawing shall have no liability whatsoever for any damage or injury caused in connection with a service provided. Notwithstanding the foregoing, all Seawing Consultants shall take all reasonable precautions when carrying out their duties.
6. **Disclaimer** - In compiling any reports Seawing may have relied on information supplied by the Client and/or by third parties which has not been verified and Seawing accept no liability for any consequences whatsoever arising from the inaccuracy of such information.
7. **Conflict of Interest** - Where a potential conflict of interest arises Seawing will, once they become aware of the situation, immediately advise all parties and will take whatever steps are appropriate in the circumstances.
8. **Quality of Service** - Seawing will exercise due care and skill in performance of its work in accordance with sound surveying and consultancy practice. If the Service falls short of the Client's expectations, the matter should be referred to a Director of Seawing. The Director will make every effort to ensure that the Client's concerns are dealt with carefully and quickly.
9. **Information**
  - a) All information supplied by the Client will be treated as confidential by Seawing.
  - b) The rights of ownership in respect of all photographic negatives, files, video recordings, models and other original work including the ownership of, and the rights to, copyright, design, or intellectual property arising out of the Services and/or created by Seawing shall remain vested in Seawing unless otherwise agreed in writing.
10. **Prices**
  - a) Any estimate or quotation given in the "Acceptance Letter" will remain valid for 30 days from the date of the letter.
  - b) VAT and other local or national taxes are excluded and will be charged at the prevailing rate where appropriate.
  - c) Travelling and delay time will be charged according to the applicable daily rate.
  - d) The Client will be liable for and will reimburse Seawing for all fees and expenses incurred in respect of the Services provided. Seawing will not normally provide an itemised breakdown of costs but will be pleased to do so at the request of the Client.
11. **Payment**
  - a) The Client shall pay Seawing the fee set out in the Agreement, plus any VAT and other taxes (where applicable) specified within 30 days of the date of the invoice.
  - b) The Client shall be liable for any costs incurred by Seawing due to any late payment and the Client shall pay interest on any overdue sum at the rate of 2% compound per month above London Interbank base rate.
12. **Termination**

Seawing have the right to terminate this Agreement where:

  - a) Circumstances beyond the control of Seawing make it unreasonable to continue with the Services.
  - b) The Client is in breach of this Agreement and fails to respond within 5 working days of written notification by Seawing.
13. **Third Party Rights** - No term of the Agreement is actionable or enforceable under the Contracts (Rights of Third Parties) Act 1998 by a person who is not a party to the Agreement.
14. **Law & Jurisdiction** - The Acceptance Letter and Terms & Conditions and all matters arising out of or in connection with them and the Services are subject to the Laws of England and Wales and are subject to the exclusive jurisdiction of the English Courts.