



TERMS AND CONDITIONS FOR: MILLS MARITIME D.B.A. NATHAN MILLS MARINE

Date: 7th January 2020

1. Definitions

"Mills Maritime" is a Maritime Surveying, Consultancy and Expert Witness company, operating and trading under these conditions doing business as "Nathan Mills Marine" (NMM).

"Client" is the party at whose request or on whose behalf NMM undertakes marine services.

"Report" means any report or statement supplied by NMM 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 NMM to the Client and including any value added tax where applicable and any Disbursements.

2. Scope

NMM shall provide its services solely in accordance with these terms and conditions.

3. Work

The Client will set out in writing the services which it requires NMM to provide. NMM will confirm in writing that it accepts those instructions alternatively what services it will perform in connection with the Client's instructions. Once NMM and the Client have agreed what services are to be performed any subsequent changes or additions must be agreed by both parties in writing.

4. Payment Terms and fees

The Client shall pay NMM Fees punctually in accordance with these Conditions and in any event not later than 30 days following the relevant invoice date, or in such other manner as may have been agreed in writing between the parties. Any delay in payment shall entitle NMM to interest at 4% above the Base Lending Rate of Barclays Bank prevailing at the time of default.

NMM generally charge on the basis of a daily or hourly rate. Current rate, which is subject to review from time to time, and is set out in the fee structure on the website.

All disbursements, such as travel expenses, hotels, photocopying and communications are charged at cost. All travel expenses are billed to the client at cost. For flights exceeding 6 hours duration, I generally fly business class for comfort and flexibility. I will generally use modest business class accommodation with reasonable communications. Fees and disbursements are billed in Pounds Sterling.

5. Obligations and Responsibilities

(a) Client

The Client undertakes to ensure that full instructions are given to NMM and are provided in sufficient time to enable the required services to be performed effectively and efficiently and to procure all necessary access for NMM to goods, premises, vessels, installations and transport and to ensure that all appropriate safety measures are taken to provide safe and secure working conditions.

NMM shall not be liable for the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions.

(b) NMM

NMM shall use reasonable care and skill in the performance of the services in accordance with sound marine surveying/consulting practice.

(c) Reporting

NMM shall submit a final written Report to the Client following completion of the agreed services describing NMM's findings and the condition and/or quality of the object and/or purpose of the assignment, unless otherwise expressly instructed by the Client not to do so.

(d) Confidentiality

NMM 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.

(e) Property

The right of ownership in respect of all original work created by NMM remains the property of NMM.

(f) Conflict of Interest/Qualification

NMM 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 NMM to continue their involvement with the appointment.

6. Liability

- (a) Without prejudice to Clause 7, NMM shall be under no liability whatsoever to the Client for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect and howsoever arising UNLESS same is proved to have resulted solely from the negligence, gross negligence or wilful default NMM or any of its employees or agents or sub-contractors.
- (b) In the event that the Client proves that the loss, damage, delay or expense was caused by the negligence, gross negligence or wilful default NMM aforesaid, then, save where loss, damage, delay or expense has resulted from NMM personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result, NMM liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a total sum of £10,000 whichever is the greater.
- (c) NMM shall not be liable for loss of or damage to equipment and other items placed at its disposal by or on behalf of the Client however such loss or damage occurs.

7. Indemnity

Except to the extent and solely for the amount therein set out that NMM would be liable under Clause 6, the Client hereby undertakes to keep NMM and its employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or

liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them, and against and in respect of all costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) which NMM may suffer or incur (either directly or indirectly) in the course of the services under these Conditions.

8. Force Majeure

Neither NMM 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, seizure under legal process, quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people.

9. Insurance

NMM shall effect and maintain, at no cost to the Client, Professional Liability Insurance for such loss and damage for which NMM may be held liable to the Client under these terms and conditions.

10. NMM Right to Sub-contract

NMM shall have the right to sub-contract, on approval from the client, any of the services provided under the Conditions, subject to the Client's right to object on reasonable grounds. In the event of such a sub-contract NMM shall remain fully liable for the due performance of its obligations under these Conditions

11. Time Bar

Any claims against NMM by the Client 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.

12. Jurisdiction and Law

These Conditions shall be governed by and construed in accordance with the laws of England and Wales and any dispute shall be subject to the exclusive jurisdiction of the English Courts.