

TERMS AND CONDITIONS

1. In these terms and conditions: (i) "Services" means any and all services provided to the Client by any entity that is part of AM Marine Surveys. (ii) the "Contract" means this agreement for the supply of services.
2. The Client will pay all invoices for the Services within 30 days of the invoice date. AM Marine Surveys reserves the right to charge interest at an annual rate of 2% above the federal offered base rate or the equivalent in the country where the client maintains its principal office on any amount remaining unpaid beyond 30 days and may withhold any or all services until the arrears, including interest are paid.
3. AM Marine Surveys reserves the right to charge for any work that is additional to that originally quoted.
4. AM Marine Surveys will keep confidential and not use or disclose to any third party any technical information or operating data derived from the client in connection with the Services except as may be required by law or as may be requested by the client. This obligation will survive termination of the Contract. This obligation will not apply to any technical information or operating data that was in AM Marine Surveys' possession before its disclosure in connection with the Services, that is or becomes part of the public domain through no fault of AM Marine Surveys or an independent source not under an independent obligation.
5. This Contract will continue in force until terminated by AM Marine Surveys or the Client, after giving the other party 30 days written notice.
6. If the Contract is terminated by AM Marine Surveys or the Client before the Services under the Contract are completed, AM Marine Survey fees will be calculated on a pro rata basis to the date of termination. Any reasonable costs directly attributed to early termination and any amounts then due will immediately become payable.
7. AM Marine Surveys services do not assess compliance with any standard other than applicable international standards and conventions that are expressly agreed in writing by AM Marine Surveys and the Client.
8. In providing Services, information or advice, AM Marine Surveys does not warrant the accuracy of any information or advice supplied. Except as set out in the Terms and Conditions, AM Marine Surveys will not be liable for any loss, damage or expense sustained by any person caused by any act, omission, error, negligence, or strict liability caused by any inaccuracy in any information or advice given in any way by or on behalf of AM Marine Surveys even if held to amount to a breach of warranty. Nevertheless, if the Client uses the Services or relies on any information or advice given by or on behalf of AM Marine Surveys and as a result suffers loss, damage, or expense that is proved to have been caused by any negligent inaccuracy in information or advice given by or on behalf of AM Marine Surveys, then AM Marine Surveys will pay compensation to the Client for its proved loss up to but not exceeding the amount of the fee (if any) charged by AM Marine Surveys for that particular service, information, or advice.
9. Notwithstanding the previous clause, AM Marine Surveys will not be liable for any loss of profit, loss of contract, loss of user, or any indirect or consequential loss, damage or expense sustained by any person caused by any act, omission, or error or caused by any inaccuracy in any information or advice given in any way by or on behalf of AM Marine Surveys.
10. No omission or failure to carry out or observe any stipulation, condition or obligation to be performed under the Contract will give rise to any claim against AM Marine Surveys, or be deemed to be a breach of contract, if the failure or omission arises from causes beyond AM Marine Surveys' reasonable control.
11. Any dispute, claim, or litigation between AM Marine Surveys and the Client arising from or in connection with the Services provided by AM Marine Surveys shall be subject to the jurisdiction of the US Federal and State courts, including the provisions concerning the recovery of legal costs.
12. No addition, alteration or substitution of these Terms and Conditions will bind AM Marine Surveys, or form part of this Contract unless it is expressly accepted in writing by an authorized AM Marine Surveys representative who expressly states in writing that AM Marine Surveys is agreeing to alter these Terms and Conditions. In the event of any conflict between these terms and Conditions and any document purporting to impose different terms, these Terms and Conditions will prevail.