

1 Standard terms and conditions

1.1 Definitions

"Surveyor"/ "consultant" is the Surveyor/Consultant trading under these conditions.

"Client" is the party at whose request or on whose behalf the Surveyor/Consultant undertakes surveying services.

"Report" means any report or statement supplied by the Surveyor/consultant 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 subsistence and hotel accommodation where an overnight stay is necessary.

"Fees" means the fees charged by the Surveyor/consultant to the client and including any value added tax where applicable and any disbursements.

1.2 Area of application

These terms supersede and override any and all contractual terms and conditions of the other contracting party howsoever and whenever communicated. These standard terms and conditions shall be applicable to all contractual relationships between ASA FRANCE sarl and the client. Any conflicting or deviating terms of the client shall not be accepted unless ASA FRANCE sarl expressly confirms their validity in writing. We reserve the right to modify these terms and conditions at any time. You should check these terms and conditions periodically for changes. By issuing the assignment you agree to accept these terms and conditions including changes, whether or not you have reviewed them. Your non-reaction in writing constitutes consent to and acceptance of the following terms and conditions. These Standard terms and conditions shall be valid including for subsequent instructions/assignments and on-going business relationships.

The Standard terms and conditions are available for review in the offices of ASA FRANCE sarl and on its internet page www.asafrance.com.

1.3 Obligations ASA France

(a) The Surveyor/consultant shall provide its services solely in accordance with these terms and conditions.

(b) The surveyor/consultant 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. This excludes any illegal or fraudulent practices.

1.4 Report

(a) The Surveyor/consultant shall submit a final written report to the client following completion of the agreed services in due time describing the Surveyor's /consultant'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. The report has been prepared specifically for the client and is for its use only. Copies in whole or in part should not be released to, or consulted by, other parties without the express prior permission of ASA FRANCE sarl. Whilst all due care and diligence has been exercised in the collection of data for, and the preparation of, this report, ASA FRANCE sarl purports to provide an advisory service only, based on the opinion and experience of the Surveyor/consultant responsible for its compilation. ASA FRANCE sarl issues such advice in good faith and without prejudice or guarantee. Anyone wishing to rely on such opinion should first satisfy themselves as to its accuracy and feasibility. Please note that copyright remains with ASA FRANCE sarl. No part of the report may be disseminated until such time as the related invoice is paid in full. ©

(b) The non-completion or late completion of the report:

- i. ASA France is also not liable for damage and/or loss caused (e.g. due to delay).
- ii. The Client shall indemnify ASA France against claims by third parties in respect of damage to equipment and other matters made available by or on behalf of the client for the suspension of the work by ASA France, as well as in relation to damage and/or loss of objects to inspect.

1.5 Payment

(a) The Surveyor/consultant is entitled to compensation which conforms to the valid scale of fees of the Surveyor/consultant unless fixed compensation had been agreed upon in writing. The scale of fees can fluctuate or change. Alternatively, compensation shall be paid in accordance with rates customarily charged by freelance marine and cargo surveyors. The Surveyor/consultant shall be entitled to demand advance payment and/or issue partial invoices for services rendered.

(b) If the client is in default of payment of a partial invoice despite extension of time, the Surveyor/consultant may refuse to further carry out the assignment, may rescind the contract or demand damages.

(c) Once the assignment has been carried out and the invoice submitted respectively, compensation shall be paid immediately or, in case a due date is specified in the invoice, by said due date, without deductions.

(d) The value added tax in effect at the time the instructions are confirmed shall be identified separately and is charged to the client in addition to the compensation. Cheques and bank transfers are accepted on account of performances only and shall be considered payment upon redemption. Any normal expenses customary in banking are on account of the client. In case of late payment, by law and without notice, the invoice



amount will be increased by a fixed fee of 12%, with a minimum of €50.00. In addition, a default interest rate of 1% per month will be charged from the due date of the invoice.

(e) Complaints relating to invoices should within eight days upon dispatch of the invoice to be submitted to ASA France, by means of a motivated protest by registered mail.

1.6 Information provided by the client/broker/repair company and other...

(a) The client undertakes to ensure that full instructions are given to the Surveyor/consultant and are provided in sufficient time to enable the required services to be performed effectively and efficiently and to procure all necessary access for the Surveyor/consultant to goods, premises, vessels, aircraft, installations and transport and to ensure that all appropriate safety measures are taken to provide safe and secure working conditions. The Surveyor/consultant shall not be liable for the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions.

(b) In giving the assignment, or as soon as possible thereafter, the client will provide to ASA France all the information and information necessary for the proper execution of the assignment. If required by ASA France the principal shall provide in particular written information to ASA France in the manner specified by ASA France.

(c) ASA France should be able to assume that the information received by the client/broker/repair company or other parties is correct and complete. ASA France should always receive the latest updated version of all documents as soon as available.

1.7 Conflict of interest/qualification

(a) If and to the extent that ASA France deems it necessary for the proper execution of the contract, it shall have the right to be assisted by one or more experts, network experts, agents or correspondents.

(b) The surveyor/consultant 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 the Surveyor/consultant to continue its involvement with the appointment. The client shall be responsible for payment of the Surveyor/consultant's fees up to the date of notification.

1.8 Liability

(a) Without prejudice to clause 7, the Surveyor/consultant 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 of the Surveyor/consultant 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 suffered was caused by the negligence, gross negligence or wilful default of the Surveyor/consultant aforesaid, then, save where loss damage, delay or expense has resulted from the Surveyor's/consultant's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a sum calculated on the basis of ten times the Surveyor's/consultant's charges limited to an amount of 100 000€.

(c) Without prejudice to (a) and (b) above, the Surveyor/consultant shall not be liable for loss of or damage to physical equipment and property placed at its disposal by, or on behalf, of the client however such loss or damage occurs, unless such loss or damage was caused by act or omission committed with intent to cause some or recklessly with knowledge that such loss or damage would probably result.

1.9 Termination and retention

(a) Termination: Both contractual parties may withdraw from the contract in writing for important reasons at any time. Proper notice of termination is possible only if this was previously agreed upon contractually. An important reason for the client is at hand particularly if the Surveyor/consultant continues to grossly neglect its duties as Surveyor/consultant in spite of a previous written warning. An important reason for the Surveyor/consultant is at hand particularly if the client refuses to provide the cooperation necessary to carry out the assignment, manipulates/influences the services and/or their results negatively or enters financial collapse or debtor's delay. The Surveyor/consultant reserves the right to resign the contract or refuse another order in case of non- or late payment (as stipulated according the conditions in point 5) of one or more invoices. When the resignation is sent by recorded delivery all responsibility of the Surveyor/consultant is due.

(b) The activities of ASA France end with the submission of the final report on the assignment accepted by ASA France.

(c) ASA France preserves all data, correspondence and documents that affect the acceptance and execution of the contract for a period of five years after submission of the report. After the above five-year period expires, the client shall be liable for the collection of all data, correspondence, documents, etc. submitted by him at the registered office of ASA France. At the express request of the client, the aforementioned documents are returned at the client's expense and risk. Other material objects (cables, components, liquids, samples, etc.) with regard to the subject matter of the contract, no more than twelve months after the report by ASA France. Upon expiry of this twelve-month period, the client shall be liable for the collection of these material objects at the ASA France headquarters.

1.10 Indemnity

Except to the extent and solely for the amount therein set out that the Surveyor/consultant would be liable under clause 7, the client hereby undertakes to keep the Surveyor/consultant 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, but not limited to, legal costs and expenses on a full indemnity basis) which the Surveyor/consultant may suffer or incur (either directly or indirectly) in the course of the services under these conditions.

1.11 Force Majeure

The Surveyor/consultant and/or the client shall not, except as otherwise provided in these conditions, be responsible or have any liability for any loss, damage, delay or failure in performance hereunder arising or resulting from act of God (including, but not limited to earthquake, flood, tsunami, volcano, hurricane, tropical storm, cyclone, blizzard or others similar event), act of war, terrorist attack, nuclear contamination, seizure under legal process, epidemic quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people. Following a force majeure event either party may serve notice on the other to terminate the agreement.

1.12 Insurance

The Surveyor/consultant shall affect and maintain, at no cost to the client, Professional liability insurance for such loss and damage for which the Surveyor/consultant may be held liable to the client under these terms and conditions.

1.13 Surveyor's/consultant's right to sub-contract

The Surveyor/consultant shall have the right to sub-contract any of these services provided under the conditions, subject to the client's right to object on reasonable grounds. In the event of such a sub-contract the Surveyor/consultant shall remain fully liable for the due performance of its obligations under these conditions.

1.14 Limitation of liability / Time Bar

Any claims against the Surveyor/consultant by the client shall be deemed to be waived and absolutely time barred upon the expiry of ninety days from the submission date of the report to the client.

1.15 Jurisdiction and Law

These conditions shall be governed by and construed in accordance with the laws of France and any dispute shall be subject to the exclusive jurisdiction of the French courts even in the case of complex litigation (plurality of defendants, action on a warranty or guarantee or in any other third-party proceedings, counter-claims) and related actions. However, a conciliation attempt is mandatory otherwise, all legal actions will be inadmissible.

1.16 Invalidity clause

The parties expressly agree that the invalidity or nullity of one or more clauses will not void the entire general terms and conditions. These general terms and conditions will at least serve as a basis for further negotiations between the parties.

2 PRIVACY POLICY

2.1 Data of others

- a. ASA France collects personal data relating to Users. Asa France is the processor with respect to the processing of that data.
- b. The data that ASA France collects is data such as name, address, zip code, city telephone number, email address, insurer, broker, repairer and technical documentation. ASA France uses the data for the implementation of agreements with insurers and other clients.
- c. Users whose data is being processed have the right to request access to this information and if the data is incorrect or incomplete, the right to correct or delete the data.
- d. The data will be tracked for a period of up to 10 year. Upon termination of the contract, subject to legal exceptions and as specified in the terms & conditions of ASA France, the data will then be deleted.

2.2 Content of the website

The following terms and conditions apply to any use of the website asafrance.com and all content, services and products available on or through the website. The website is owned and operated by ASA France. The website is offered subject to the clients acceptance without modification of all the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Asa France's Privacy Policy) and procedures time to time on this website may be published by ASA France (jointly the "Agreement").

Please read this agreement carefully before you visit or use the website. By visiting or using any part of the website, you agree to be bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, you may not access the website or use any services. If this Terms and conditions are considered by ASA France to be an offer, acceptance is expressly limited to these terms and conditions. The website is only available for people who are at least 16 years old.

2.3 Purpose of the website

The website provides information and allows interaction with ASA France about its products and services.



2.4 Copyright/Intellectual property infringement

- a. The ownership of all original work created by the Surveyor/consultant remains the property of the Surveyor/consultant.

- b. This Agreement does not transfer any third-party ASA France or intellectual property from ASA France to you, and all rights, entitlements and interests in and for such property will remain (between parties) exclusively with ASA France. ASA France, asafrance.com, the asafrance.com logo and all other trademarks, service marks, graphics and logos used in connection with asafrance.com, or the website are trademarks or registered trademarks of ASA France or the Principals of ASA France. Other trademarks, service marks, images and logos used in connection with the Website may be trademarks of other third parties. Your use of the Website does not grant you any right or license to reproduce or otherwise use any trademarks of ASA France or third parties.

2.5 CHANGES

ASA France reserves the right to change the privacy Statement and terms and conditions at any time.