

## **ADMIRAL SHIP MANAGEMENT SARL**

### **GENERAL TERMS AND CONDITIONS OF BUSINESS**

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## 1. Definitions

Unless the context requires otherwise, the following expressions used in this Standard Terms and Conditions (hereinafter the 'STC') shall have the following meanings:

**"Company"**, shall mean Admiral Ship Management SARL, being the agent in Lebanon for Lloyd's Agency, operating under these conditions.

**"Client"**, shall mean the company, entity, body, person(s) on whose behalf the Company shall provide the agreed Services and/or the Instructing Party and/or the Party responsible for settlement of the Company's fees.

**"Services"**, shall mean any assignment undertaken under the Client's instructions, including but not limited to marine consultations, acting as P&I correspondents, marine surveys, cargo surveys, loss adjusters, settling agents, investigative assignments, inspections, consultation, research, providing opinions in the capacity of expert witness in a testimony or trial and any other task as so instructed by the Client and undertaken by the Company.

**"Agreement"** shall mean the agreement between the Company and the Client for the Services which comprises any orders and instructions received and accepted by the Company.

**"Report"**, means any report or statement supplied by the Company in connection with instructions received from the Client.

**"Fees"**, means the fees charged by the Company to the Client and including any Value Added Tax where applicable and any Disbursements.

**"Disbursements"**, means the cost of all reasonable fees and appropriate expenses, including, but not limited to, travel, car expenses, courier fees, bank charges, hotel accommodation where an overnight stay is necessary.

**"Lumpsum"**, means an all-inclusive amount charged to the Clients to include all fees and costs.

**"Force Majeure"**, means a cause or causes beyond the reasonable control of a Party affecting performance of any of its obligations under the Agreement including act of God, act of war, seizure, quarantine restrictions, epidemic measures, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people.

## 2. Agreement

2.1. These Terms and Conditions of Business constitute the entire Agreement between the Company, performing its Services for the Client.

2.2. These Terms and Conditions of Business will be deemed unequivocally accepted in full by the Client in the absence of any written notification to the contrary by the Client before the Company commences its Services.

- 2.3. If a court shall determine that any one or more of the provisions hereof are unenforceable for any reason, such provisions shall be deemed to be severed from the remainder of these conditions and such remaining provisions shall continue to stand and be enforceable.

### **3. Performance of Obligations**

- 3.1. The Company shall carry out the Services to the best of its knowledge, ability, accurately and impartially, as to be expected from an unbiased Surveyor and/or Adjuster and in accordance with sound practices.
- 3.2. The report, findings, observations, comments and recommendations provided by the Company are reported for the sole information and perusal of the Client or their solicitors, prepared for the purpose of obtaining professional advice in proceedings, pending, threatened or anticipated and under no circumstances will the same be delivered or distributed by the Company to any other third party.
- 3.3. The Company shall promptly report to the Client and seek further instructions if necessary.
- 3.4. Preliminary and final reports of the assignment shall be provided to the Client in a prompt and timely manner or otherwise as mutually agreed between the Parties.
- 3.5. Reports of findings issued by the Company shall reflect the facts recorded by it at the time of its intervention only and within the limits of instructions received. The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received.
- 3.6. The Company may delegate the performance of all or any part of the Services to an agent or subcontractor and the Client authorizes the Company to disclose all information necessary for such performance of the Services to the appointed agent or subcontractor. Delegation of the performance of all or any part of the Services to an agent or subcontractor shall neither restrict nor extend the rights, obligations and liability of the Company to the Client as provided under this STC.
- 3.7. Any documents received by the Company reflecting the terms contracted between the Client and third parties or third party documents such as copies of Bills of Lading, sale contracts, letters of credit, invoices etc are considered to be for information only and do not extend or restrict the scope of Services or obligations accepted by the Company. Such documents shall be deemed to be confidential in nature and shall not be disclosed to any other parties.
- 3.8. All samples taken during the course of the Services for analysis shall be retained for a maximum period of 3 calendar months or such other shorter time period as the nature of the sample permits and then returned to the Client or otherwise disposed of at the Company's discretion after which time the Company shall cease to have any responsibility for such samples. Storage of samples for

more than 3 calendar months shall incur a storage charge payable by the Client. The Client shall be billed for a handling and freight fee if samples are returned and special disposal charges, if incurred.

- 3.9. The provision of the Services by the Company shall not, in any way whatsoever, be construed as the Company taking the place of the Client or any third party nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of the Client to the third party or that of the third party to the Client.
- 3.10. The Company's sole responsibility upon receiving instructions from the Client to witness any third-party intervention shall be limited only to the extent that the Company is required to be present at the time of the third party's intervention and to forward the results obtained or confirm the occurrence of the intervention.
- 3.11. The Company shall not be responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis method applied, the qualifications, actions or omissions of third party personnel or the analysis results obtained.
- 3.12. The Company shall be entitled to perform any of its obligations herein by itself or associated companies or by an independent sub-contractor but the Company shall remain responsible for the carrying out of such obligations and shall be liable for the actions of the parties employed by the Company in accordance with these terms and conditions of business.
- 3.13. Where the Company procures the provision of certain services solely in the capacity as an agent for the Client, the Company shall act solely on behalf of the Client in arranging a contract for services which contract shall then apply directly between the Client and the third-party contractor.

#### **4. Fees**

- 4.1. Any Services provided by the Company, whether completed or interrupted for any cause whatsoever, shall involve the payment of fees by the Clients to the Company, without any deductions or charges.
- 4.2. Unless otherwise agreed, fees charged will be in accordance with the Company's current fee scale, details of which will be made available on request. The Company reserves the right to charge any additional unexpected costs due to excessive delays – the Client will be kept advised of these costs.
- 4.3. Where Lumpsum fees are agreed, any additional work required will be agreed prior to the commencement of the Company's attendance.
- 4.4. Normal working hours are based upon an eight-hour day, five-day week. Hours in excess of eight per day or spent at weekends or public holidays will be overtime hours and will be charged by the Company as such.

- 4.5. Time for which the Company shall be entitled to charge includes travel and transportation time, waiting time, mobilization and demobilization time as well as time spent working, coordinating and reporting.
- 4.6. The Company has the right to demand at all times cash advance payments, issue interim fees invoices, or security for the payment.
- 4.7. Payment terms are as agreed at commencement of work and in the event of no prior agreement, payment shall be made no later than 7 calendar days following the invoice date.
- 4.8. Failing such payment, interest at the rate of 2% per month will be chargeable on the outstanding balance until such time it is paid in full.
- 4.9. Where any invoiced fees due has been outstanding for more than 60 days, whether arising from or under the terms of this STC or otherwise howsoever arising, the Company may set-off the amount due against any current or future funds held or received by the Company on behalf of the Client for any reason whatsoever.
- 4.10. The Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute whatsoever, counter claim or set off which it may alleges against the Company.
- 4.11. If the Company is unable to perform all or part of the Services for any cause whatsoever outside the Company's control, including the occurrence of a Force Majeure Event or failure of the Client to comply with any of its obligations under Clause 4.0 above, the Company shall nevertheless be entitled to payment of:
  - 4.11.1. The amount of all non-refundable expenses incurred by the Company, including disbursements, transport / travel expenses and accommodation, if any; and
  - 4.11.2. A proportion of the agreed fee equivalent to the proportion of the Services actually carried out.
- 4.12. Fees charged by the Company are exclusive of amounts in respect of value added tax (VAT). Any invoice issued to a Lebanese client with a Lebanese billing address will be subject to VAT at the applicable rate. Invoices issued to Clients residing outside of Lebanon are VAT exempt.
- 4.13. The Client is responsible for the payment of all other taxes (excluding any taxes on profits or corporation tax chargeable on the Fees received by the Company), including but not limited to withholding taxes, service taxes, duties, bank charges, money transfer charges and other fiscal charges which may be levied or become due in respect of the Fees.

## **5. Expenses and Disbursements**

- 5.1. Travelling, transportation, accommodation and messing expenses will be charged at cost.
- 5.2. If accommodation and messing is provided by the Client, this is to be of a standard acceptable to the Company, and agreed prior to booking.
- 5.3. All other expenses such as laboratory analysis or specialists' consultations and the like will be charged at cost plus 10%.

## **6. Force majeure and delays**

- 6.1. In case the Company is hindered or prevented by an event of force majeure, whether or not foreseeable, from carrying out the agreed Services or providing the agreed Services within the agreed time, the Company shall be allowed such extra time as is necessary to complete the Services from the time that the event of force majeure terminates.
- 6.2. The Company shall not be held responsible for any loss or damage arising from an event of force majeure.
- 6.3. If the event that force majeure continues for a period of thirty days either party shall be entitled to terminate this agreement by giving seven days written notice to the other party.
- 6.4. The Company shall continue to be entitled to be paid by the client all fees and costs incurred up to the date of termination.

## **7. Reports etc**

- 7.1. The Company shall submit a final written Report to the Client following completion of the agreed Services unless Clients instructs otherwise.
- 7.2. Any opinions expressed in reports submitted by the Company/Surveyor are without prejudice to the interests of any or all parties concerned.
- 7.3. All reports, statements, attestations and certificates or information and advice are given in good faith but without warranty as to the accuracy of that information or advice supplied.
- 7.4. Whenever deemed necessary by the Company, or agreed between parties, the Company shall submit an interim report to the Client.

## **8. Liability**

- 8.1. The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Any Client seeking a guarantee against loss or damage should obtain appropriate insurance as it may deem fit.
- 8.2. The Company shall not be responsible for any losses whatsoever, whether to the Client or to third parties, occasioned by the Company following the instructions of the Client. In such circumstances,

the Client shall remain irrevocably responsible to indemnify any third-party losses and/or Company losses and the Client shall take over at its own expense's defense and settlement of any claims brought directly against the Company by a third party.

- 8.3. The Company shall only be responsible for losses caused by its own gross negligence or willful misconduct of its employees. In the event that such losses are proven, the Company's limit of liability shall be equal to the fee agreed or paid for the service.
- 8.4. Any such claim must be made in writing within 7 days from the date the contractual work was terminated or should have been terminated, failing which no claim shall lie against the Company.
- 8.5. Any claims against the Company by the Client shall be deemed to be waived and absolutely time barred upon the expiry of one year from the completion or termination of the Services in each case.
- 8.6. The Company shall not be liable for any delayed, partial or total non-performance of the Services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder and the occurrence of a Force Majeure event.

## **9. Consequential Loss Exclusion**

Notwithstanding any of the contents of these Terms and Conditions of Business, neither the Company nor the Client shall be liable to each other for any loss of profit, loss of revenue, loss of contract, loss of business or any other consequential or indirect losses, howsoever arising, even if due to the negligence or default of the Company or the Client, or within the prior knowledge of the Company or the Client.

## **10. Indemnity**

- 10.1. The Client hereby accepts liability for and indemnifies the Company against any and all claims, losses, damages, costs or liabilities of any sort in respect of or arising out of death, sickness or injury to any employee, manager or agent or any member of the Company and any company and/or individual associated with or sub-contracted to the Company.
- 10.2. If such death, sickness or injury arises out of the performance of the services between the Company and the Client and shall pay compensation and indemnify the Company for damage to or loss of any property or equipment owned by the Company, leased by the Company or belonging to third parties and used by any member of the Company or any sub-contractor of the Company for the purpose of performance of the contract between the Company and the Client.

## **11. Insurances**

The Company carries professional insurance and workmen's compensation insurance. In any event, the



liability of the Company, its servants and agents to pay compensation for losses, damages, costs, injuries or liabilities of any sort, howsoever caused, shall in all cases be limited to the amounts covered by the said insurances and payable by the Insurers by way of indemnity to the Company. Copies of these insurance policies are available for sighting at the Company's offices in Beirut, Lebanon.

## **12. Client's Agreement and Acknowledgement**

- 12.1. It is a condition precedent, and the Client warrants, of any matter and/or instruction that the Client has some legal, equitable, physical or financial interest therein.
- 12.2. The Client warrants that it has irrevocable authority to instruct the Company.
- 12.3. The Client warrants that the Company shall be the sole party instructed in respect of the Services and/or subject matter.
- 12.4. The Client warrants that the instruction and/or subject matter are not illegal and do not contravene, including but not limited to, Anti-Bribery, Proceeds of Crime, Money Laundering and/or Sanctions legislation.
- 12.5. The Client agrees and acknowledges to provide instructions to the Company, and sufficient information, in due time to enable the required services to be performed effectively. Provide necessary access for the Company's representative to goods, premises, vessels and installations.
- 12.6. The Client agrees and acknowledges to provide any special instrument necessary for the performance of the required services.
- 12.7. The Client agrees and acknowledges to take all necessary measures for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect on the Company's advice whether required or not.
- 12.8. The Client agrees and acknowledges to take all necessary steps to eliminate or remedy obstruction to or interruptions in the performance of the required Services.
- 12.9. The Client agrees and acknowledges to inform the Company in advance of any known hazards or damages, actual or potential, associated with any order or samples or testing, including presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons.
- 12.10. The Client agrees and acknowledges that the Company does not either by entering into a contract or by performing services assume, abridge, abrogate or undertake to discharge any duty of the Client to any other person.
- 12.11. The Client agrees and acknowledges to guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims made by any third party for loss, damage or expense of whatsoever nature including legal expenses and howsoever arising relating to the performance, purported performance or non-performance of any services to the

extent that the aggregate of any such claims relating to any one service exceeding the limit mentioned in condition "8" above.

12.12. The Client agrees that during the period under which the Services defined herein are being provided and for a period of one (1) year thereafter, the Client shall not recruit as an employee, solicit the services of, or offer inducements of any kind, to any employee, consultant, agent or subcontractor of the Company without the prior written agreement of the Company.

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

### **13. Dispute Resolution, Applicable Law and Jurisdiction**

13.1. These conditions and any contract between the Company and the Client shall be governed by the Lebanese law.

13.2. All and any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity, termination, or breach hereof, shall be resolved amicably by consultation between the parties.

13.3. If such dispute, controversy or differences cannot be resolved by such consultation, then any unsettled dispute over the interpretation or enforcement of these General Terms and/or Conditions and any claim against the Company shall be subject to the exclusive jurisdiction of the courts of Beirut, Lebanon.

### **14. Third parties and sub-contractors**

14.1. The Company shall have the right to sub-contract any of the Services provided under the Conditions, subject to the Client's right to object on reasonable grounds.

14.2. In the event of such a sub-contract the Company shall remain fully liable for the due performance of its obligations under these Conditions.

14.3. These Terms and Conditions set out the rights and obligations of the Client and the Company only.

### **15. Lien and Retention**

15.1. The Company will retain documents and electronic files for a period of 5 years following completion of Services.

15.2. The Company reserves the right to hold relevant documents, etc. in the event of an unresolved dispute between the Client and the Company.

15.3. The Company shall comply with any legal requirement to hand over documents even though they may properly be the property of the Client.

- 15.4. Documents retained can include, but not limited to, all data, correspondences email and phone and any such-like records that have a bearing on the acceptance and the execution of the Services.

## **16. Amendment**

- 16.1. The Company reserves the right from time to time to amend these Terms and Conditions at its sole discretion and any amendments shall come into effect immediately.
- 16.2. No variation or waiver of any breach of these provisions will be effective unless such waiver is in writing and signed by each Party to the Agreement against whom such waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach.

## **17. Confidentiality**

- 17.1. Any personal, proprietary or intellectual property belonging to either the Client or to the Company shall at all times, even surviving termination of services, remain the sole property of that party.
- 17.2. Both parties shall keep the terms of any engagement, as well as the details of any subject matter in respect of which the service have been provided and any data in relation thereto, including but not limited to personal data, private and confidential and shall not release such information to any third party save:
- 17.2.1. Such information may be released with the agreement of the relevant party
  - 17.2.2. Such information is already in the public domain and available other than by disclosure by one of the parties
  - 17.2.3. Such information must be divulged by operation of law, whether statutory or by reason of Court Order
  - 17.2.4. Such information must necessarily be given to a third party or sub-Agent in order for the Services to be properly performed
- 17.3. This provision shall survive and shall continue to have effect after the expiry or termination of the Services.
- 17.4. If the Company has used the services of a sub-contractor or third party, the confidentiality clause as stated shall be imposed upon these parties by the Company.

## **18. Time Bar**

Any claims against the Company/Surveyor 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.

## **19. Acceptance of appointment and Conflict of Interest**

- 19.1. The Company is at all times acting solely as Agent for the Client and never acts as Principal in its own right.
- 19.2. Nothing shall prevent the Company also acting as Agent for another Client.
- 19.3. Other than as may be provided for in a separate Agreement, the Company may refuse or withdraw from an instruction in its sole discretion.
- 19.4. The Company 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 Company to continue its involvement with the appointment.
- 19.5. The Client shall be responsible for payment of the Company Fees up to the date of notification.

## **20. Termination**

### **Termination by the Client**

- 20.1. The Client shall be entitled to suspend or terminate the Services of the Company provided that: by the Client
  - 20.1.1. Prior written notice specifying details reasons for suspension or termination (the 'Complaint') has been received by the Company; and
  - 20.1.2. Provided that the Complaint is valid, justifiable and capable of being substantiated, and the Company has failed to rectify, remedy or correct the cause of the Complaint within 7 working days from the date of receipt of the Complaint.
- 20.2. Should the termination occur, the Company shall only be entitled to the payment of Fees and/or disbursements due prior to the date of the receipt of the Complaint.

### **Termination by the Company**

- 20.3. The Company shall be entitled to immediately and without liability, suspend or terminate the Services in the event of:
  - 20.3.1. Failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 7 working days from the time such failure was notified to the Client;
  - 20.3.2. Any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the Client, whether actual or threatened.
- 20.4. In the event that the Client wishes to substitute or appoint another company to carry out the remaining Services, the Company shall not be under any obligations to hand-over any report or findings to that company.

## **21. Data Protection**

- 21.1. Under these terms and conditions all parties agree that in respect of all personal data contained in the data or the records of the Client and/or any party subject to the insurance contract under which the Company has been appointed to handle a claim, the Client shall be the Data Controller.
- 21.2. The Company shall process such personal data only for the purpose of performing the Services and only act according to the written instructions from the Client from time to time or otherwise in accordance with the services to be provided under the Client's service agreement or when legal and/or regulatory obligations require.
- 21.3. The Client warrants that it has in place and will maintain for the duration of the service agreement the necessary consents from data subjects to permit the Company and its authorised sub-contractors to process personal data pursuant to the service agreement.
- 21.4. The Company will not disclose, provide, transfer or otherwise disseminate customer data to any third party except where such disclosure, provision, transfer or dissemination is required solely to allow the Company to meet its obligations under this service agreement or when legal and/or regulatory obligations require;
- 21.5. The Company will take reasonable actions to ensure the reliability of any of its staff and agents which have access to personal data in connection with the Client's service agreement;
- 21.6. Where a request is received by the Company directly from data subjects of personal data, of which the Client is the data controller, in relation to the processing of their personal data, the Company will promptly notify the Client of any such requests.