



Samer&Co. shipping

General terms and conditions of services

The following guidelines are to be used in all occasions when acting as Survey Agent and/or vendor of services.

1. Definitions:

“Company” is Samer & Co. Shipping S.p.A., with office in Trieste, Piazza dell’Unità d’Italia, 7 – 34121 TRIESTE, Italy; “Client” is the party at whose request or on whose behalf the Company undertakes surveying services and/or appoint a “Contractor” or “Sub-contractor” to perform the service requested by the Client; “Contractor” or “Sub-contractor” is the party appointed by the Company to perform the services requested by the Client;

“Report” means any preliminary and/or final report supplied by the Company/Contractor or sub-contractor in connection with the appointment received from the Client;

“Disbursements” means all the reasonable costs necessary for the proper fulfilment of the service provided by the Company/Contractor or Sub-contractor to the Client: photos, drawings, diagrams, sketches, office expenses such as photocopies, telephone, fax, e-mail, postal, special courier, travel expenses, meals and hotel accommodation – if a more-day out of office attendance is necessary.

“Fees” means the fees charged by the Company to the Client for the service rendered.

“Taxes” means the compulsory tax duties as per Italian law and when applicable.

2. General Provision:

Minimal service levels are to be used in all cases with the exception of instances where alternative measures have been agreed by parties. To avoid misunderstanding, every client should be informed that the service offered is that as survey agent only, and all activities and/or actions are carried out without prejudice as to insurer’s liability – no comment is to be expressed on policy liability.

3. Work:

The Company will provide its service in accordance with the instructions received from the Client as confirmed by the Company. The Client must provide the Company, in due time, with sufficient information, instructions, and documents, to ensure that the service is carried out in a proper manner. The Company will confirm receipt and acceptance of instructions at earliest convenience. In absence of sufficient instructions from the Clients, the Company will perform the task, based on information made available, to the best of its knowledge – using reasonable care and skills.

The Company can provide the requested services directly or through the appointment of a Contractor or sub- contractor. The Contractor/sub-contractor will be appointed according to their experience and knowledge, and by taking into consideration the circumstances and requirements of the particular survey/service in question.

The Company’s invoice for survey fees will be submitted only to the client, together with the survey report and claim documents.

The Company is authorized to deliver reports and or findings to a third party, where so instructed by the client.

The Company will perform the duty requested with its utmost care and knowledge. Information stated in Reports are based on the findings of inspection/survey procedures carried out in accordance with Client’s instructions. Assessments, comments and opinion in the reports are issued as a consequence of the ascertainties carried out on the spot, based

on the information received and supported by the Company's professional knowledge and experience.

The Clients agrees that by carrying out the service requested, the Company does not take the role of the Client nor any other third party. The Company does not share, diminish, terminate or take any obligations which the Client or any third party may have.

4. **Fees, disbursements and taxes:**

Unless otherwise agreed, the Company will charge the client for its reasonable fees which depend on type, load and place of service requested. The Company will issue an invoice to the Clients addressing the same according to Client's addressing instructions and will add disbursement charges and Italian taxes, when applicable.

Unless otherwise agreed between the Parties in written form, the Client shall pay its contractual obligations within the vessel's departure, or, in any case within 30 days from the performance date. The Client will be charged according to the Italian national interest rate for late settlement of all out- standing invoices.

In case that the Company foresees that there is a risk in obtaining payment of its invoice, the Company can refuse to forward preliminary/final report to the Client until receipt of funds is confirmed by the Company's bank.

Client shall pay all of the Company's collection costs, including attorney's fees and related costs in case that the Company decides to raise a legal action against the Client for collection of unpaid invoices.

5. **Liability and indemnities:**

The reports are issued based on instructions, documentation and ascertainments carried out and are strictly for the Client's benefit. The Client assumes responsibility for the proper use of the Report. The Company and its Contractors/sub-contractors cannot be held responsible by the Client or any third party for measures that may or may not have been taken by third parties based on a Report, nor for inaccurate results that have been obtained through application of incorrect or false information. 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. In principle the Company makes no assurances and provides no guarantees or undertakings. Letters of Undertaking and Guarantees issued on behalf of the Insurance Companies, P&I Clubs, etc., must be previously discussed/agreed/negotiated with the Company and are issued solely in the name and on behalf of the Insurance Companies, P&I Clubs, etc., after obtainment of their agreement and are thus not binding the Company directly. The Letters of Undertaking and Guarantees issued must be replaced by Insurance Companies, P&I Clubs' Letter of Undertaking and Guarantees soonest possible.

The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed the Company's professional indemnity insurance policy. Copy of such policy is available at Client's request and is currently covering damages and repair costs up to USD 500,000. In the event of any claim, the Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for claims for loss, damage or expense unless suit is brought within one year from:

- The date of performance by the Company of the service which gives rise to the claim; or
- The date when the service should have been completed in the event of any alleged non-performance.

The Client guarantees to prevent or compensate the Company as well as its employees and subcontractors for damages and claims submitted by third parties for actual or potential

losses, damages and costs including legal costs related to execution assumed execution or failure to execute controlling activities.

6. **Miscellaneous:**

If any of the provisions of the General Terms and Conditions are found to be invalid, they shall not affect the validity of the other provisions of this General Terms and Conditions.

7. **Applicable law, Jurisdiction and Dispute Resolution:**

Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Relationships hereunder shall be governed by the Italian law and Trieste shall be the responsible court.