

MarMan-Marine Surveys

Terms and Conditions

Please read the following terms and conditions. When making an agreement to carry out a survey both parties will be bound by these published terms and conditions.

1. Definitions.

The Client: is the firm or person with whom The Agreement is made.

The Surveyor is as appointed by MarMan & Associates

The Agreement:

The Agreement is between MarMan & Associates and the Client

2. Assignment.

Neither party shall transfer or assign its rights or obligations under *The Agreement* without the prior written consent of the other party.

3. Delegation.

If The Surveyor considers it more efficient or convenient, The Surveyor may in its discretion procure advice, assistance and services, which it renders under The Agreement, from other persons and may in its discretion delegate performance of one or more of its obligations under The Agreement.

4. Payment.

(a) If any payment to be made under The Agreement shall be subject now or in the future to taxes levies or charges of whatever kind in the country in which The Client is incorporated and/or operating and which The Client is required to pay or which The Client is required to withhold, The Client shall pay such sums as shall yield to The Surveyor after payment of such taxes, levies or charges the full amounts payable to The Surveyor under The Agreement as if such taxes, levies or other charges were not paid or withheld.

In this clause 4(a) The Client shall include any assignee of any of its rights hereunder.

(b) Payment shall be made prior to the survey, or prior to the report being sent, or within fifteen working days from the date of invoice, as required by The Surveyor.

(c) Any payments overdue by The Client shall bear compound interest from the due date until payment at a rate of half of one per cent per week.

(d) Except when there are self evident errors in the invoice, payment shall be made by The Client notwithstanding any dispute relating to the billings. Any adjustments consequent upon settlement of such disputes shall be made within thirty days following the settlement.

(e) Where any payment becomes overdue by more than sixty days, The Surveyor shall without prejudice to any of its other rights, be entitled to terminate this agreement whereupon payment will become due for the value of work done up to the date of termination.

5. Liability and Indemnity

(a) The Surveyor shall perform The Agreement with all proper skills in accordance with normal industry standards.

(b) If any services under The Agreement are negligently performed or omitted then so far as may be reasonably practicable The Surveyor at its own expense will cause such services to be correctly performed.

(c) In this clause 5 Delegate means (ii) any person to whom performance of work or services under The Agreement is delegated or sub-contracted by The Surveyor and (iii) any such Persons employees and agents.

(d) The Client shall not sue any Delegate for any loss or damage of any nature whatsoever suffered by The Client and connected with performance of The Agreement. The Client's sole remedy shall be against The Surveyor under this clause 5.

(e) The total liability of The Surveyor to The Client for breach of The Agreement and the total third party liability of The Surveyor and Delegates shall not for any reason whatsoever (including negligence) in aggregate over the duration of The Agreement exceed an amount equal to eight times the total fees paid and payable by The Client to The Surveyor.

(f) If The Surveyor or any Delegate does incur third party liability of any nature whatsoever arising out of or connected with performance of The Agreement then (subject to clause 5(g) below) The Client shall indemnify The Surveyor, or such Delegate against such third party liability and costs and expenses relating thereto, and this indemnity shall apply even if the third party claim was based on negligence. Further to the extent that The Surveyor may have indemnified any Delegate against such third party liability, costs or expenses (which The Surveyor at its sole discretion shall be entitled to do) then The Client shall thereupon be liable to indemnify The Surveyor accordingly.

(g) Where the reason for third party liability mentioned in clause 5(f) was the negligence of The Surveyor, or any Delegate then The Client's indemnity under clause 5(f) shall apply above the limit of liability mentioned in clause 5(e) and The Surveyor shall be liable up to such limit.

(h) In entering into the agreement contained in clause 5 The Surveyor contracts both on his own behalf and as agent on behalf of Delegates and also for their benefit.

(i) Neither party shall be liable to the other for indirect or consequential damages resulting from or arising out of The Agreement including but not limited to loss of use of property, loss of profits, loss of product or business interruption.

6. Claim period

All claims must be brought within 12 months of the survey being undertaken and after the expiration of the period of time any liability that may have arisen will also expire.

7. Confidentiality

(a) The Client undertakes to keep confidential any information disclosed to it by The Surveyor and not to disclose the same either complete or on part to any third party (including subsidiary companies, holding companies or associate companies) without The Surveyors prior written approval, such undertaking to continue notwithstanding the expiry or termination of The Agreement for so long as the information in question has not:

- (i) Become part of the public knowledge or literature without default on the part of The Client or
- (ii) Been disclosed to The Client by the third party (other than one disclosing on behalf of The Surveyor) whose possession of such information is lawful and who is under no secrecy obligation with respect to the same

Or for a period of 10 years from the date that The Agreement terminates, whichever is the sooner.

(b) The Surveyor shall undertake to keep confidential any confidential information disclosed to it by The Client and The Surveyor shall be liable to the same constraints as imposed by clause 6(a) on The Client.

8. Force Majeure

Neither party to The Agreement shall be in breach of any obligation hereunder (other than the obligations of The Client to make payment of any monies due to The Surveyor) in so far as performance thereof has been delayed, hindered, interfered with or prevented by any circumstances beyond its reasonable control.

9. Applicable Law and Arbitration

The proper law of this Agreement is Irish Law and Irish law shall be used to interpret The Agreement and for resolving all claims or disputes arising out of or connected with The Agreement (whether based on contract, tort, or any other legal doctrine). Any such claim or dispute not settled by negotiation shall be settled by arbitration.

10. Client Declaration

All surveys are undertaken on the understanding the client declares all known and relevant facts to the surveyor regarding the vessel.

Important Information Regarding Digital & Electronic information

All photographs taken throughout the survey are held on file

Electronic reports are supplied, such as via email. However, please note MarMan always also send a printed copy and that the only report guaranteed to be from MarMan will be printed and bear the Surveyors signature.