

## Standard Terms and Conditions

*(last updated: 11.03.2022)*

### 1. General

a. Unless otherwise agreed in writing by the Halada Jughardt Rohatzsch GbR (herewith "G-TE"), the "Appointment Confirmation" and these standard terms and conditions shall constitute the entire "Service Agreement" between the Client and G-TE, inclusive of its directors, employees, network offices, representatives and sub-contractors. All instructions from the Client are accepted by GTE solely on these standard terms and conditions contained herein, which override other standard terms and conditions and/or guidelines of the Client (if any), whether incorporated or otherwise.

b. When instructed by the Client or his insurer to appoint a surveyor, G-TE will proceed in accordance with those instructions and support in all technical matters. All appointments of surveyors / other service providers (e.g. sub-contractors) appointed by G-TE is made for and on behalf of the Client and in making such appointment and giving any instructions, G-TE or sub is acting in its capacity merely as an agent of the Client. The Client shall be the party ultimately responsible and liable for paying all fees, disbursements, taxes and any other payments due to the appointed surveyors / other service providers. Under no circumstances whatsoever shall G-TE be responsible or liable for paying such fees, disbursements, taxes and any other payments.

c. All fees quoted by G-TE are subject to agreement by the Client. However, under urgent circumstances whereby appointment of surveyors / other service providers is made by G-TE upon the instructions of the Client but without the opportunity of agreeing or finalizing fees with the surveyors / other service providers in advance, the Client shall be deemed by its instructions and/or conduct to have agreed to pay all fees, disbursements, taxes and any other payments due to the appointed surveyors / other service providers as per 1b. In the event of any fee disputes arising out of an appointment, the Client will remain responsible for settlement of the fees claimed. G-TE will use its best endeavors to resolve such disputes amicably and subject to the approval of any compromise by the Client.

### 2. Scope of Work

a. G-TE will provide the Services required in accordance with the Client's instructions.

Such general services are, but not limited to:

- a) Port captain services
- b) Marine warranty surveys
- c) Packing inspection / open box inspection
- d) Damage and loss prevention survey
- e) Supervision / interface management on job site and/or any means of transport device
- f) Pre-loading, loading and discharge surveys
- g) Site surveys and management
- h) Road and infrastructure studies, herewith called "route surveys".
- i) Review and assessment of transport studies

- j) Creation and editing of risk assessments
- k) General transport engineering in means of use of computer-aided design programs and other related software including calculations of various data.
- l) Work out transport concepts which can be written down in method statements, standard operating procedures, load/securing manuals and similar studies relating to multimodal transport.
- m) General project consulting
- n) Review and re-engineering of transport studies and documents issued by third party.
- o) Port management
- p) Further documentation where required

b. Exact services shall be clearly stated by Client prior to execution of agreement. G-TE will not vary the scope of the Services unless either instructed to do so by the Client or the circumstances of the attendance require an immediate variation to meet the required objective. Where a variation in the scope of work is either requested or required. The Client will be immediately informed by G-TE regarding any variation with its possible effect on the cost and completion date of the Service(s).

### **3. Performance and Access**

- a. G-TE will provide the agreed Services and will exercise reasonable care and technical due diligence at all times.
- b. All technical reports will be produced and transmitted to the Client by G-TE.
- c. As per 1b, G-TE shall be entitled to engage any sub-contractors as may be considered necessary and without prior

reference to the Client.

d. The Client will procure all necessary access for G-TE's inspection of goods, premises, vessels, installations etc.

e. G-TE will not be responsible for the consequences of the Client's late, incomplete, inadequate, inaccurate or ambiguous instructions or the unavailability of any vessel or inaccessibility to any part of a vessel or survey site, howsoever occurring, and the Client shall be responsible for any additional attendance charges so incurred.

### **4. Charges (Fees and Disbursements) and Payment Terms**

a. Attendance, both on site and for work conducted at G-TE's offices, will be charged according to the current hourly or daily rate as previously agreed.

b. G-TE will provide an itemized breakdown of fees and disbursements except in circumstances where a fixed fee has been agreed in advance.

c. All invoices are due for payment within 14 days of the date of issue, unless otherwise pre-agreed by G-TE in writing.

d. If an invoice is not paid by the due date, G-TE can issue a dunning letter applying for the next 14 days. After 28 days of no payment G-TE reserves the right to charge monthly interest (starting with the first day of previously issued invoice retroactively) at 5% on amounts outstanding from the date of issue of the invoice.

### **5. Liability and Disclaimers**

a. Any report or advice produced under the terms and condition of the Service Agreement is intended solely for the use of the Client and shall not be further distributed, circulated, published or relied upon by any 3rd party without the express written agreement of G-TE.

b. All reports which include G-TE's written assessment of service execution, cargo or other goods may only be construed as an expression of the attending surveyor's professional opinion.

c. While all reasonable efforts will be made to ensure accuracy in respect of the observations and opinions expressed in G-TE's reports and advice, such observations and opinions are provided without warranty, and neither G-TE nor any of its directors, employees, network offices, representatives or sub-contractors shall in any circumstances be liable to any person whatsoever for any act, omission or default in connection with any report's preparation and issuance whatsoever.

d. G-TE shall not be liable for any damage or loss to the Client if caused by a G-TE employee, network office, representative or sub-contractor during the commission of a criminal act or by way of wilful default or recklessly and with intent to cause loss and any such activity shall not be construed as being an act performed within the scope of such persons employment with or engagement by G-TE.

e. In respect of any claim arising out of the Service Agreement, if formal proceedings have not been commenced by the Client within 12 months after becoming aware of the circumstances giving rise to the claim, then any such claim shall be extinguished and time barred absolutely.

f. G-TE is committed as per official German law to keep documents, reports and other records at least 10 years.

g. G-TE shall have no liability to the client if it is prevented from, or delayed in performing, its obligations under the contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other

industrial disputes (whether involving the workforce of G-TE or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

## **6. Salvatorian Clause**

These Standard Terms and Conditions are severable and if any particular provision is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, then this shall not affect the validity or enforceability of the remaining provisions.

## **7. Law & Jurisdiction**

Any dispute or difference between the Client and G-TE which cannot be settled within 90 days starting with notification, shall be then settled on jurisdiction base.

These Standard Terms & Conditions and any dispute arising out of or in connection with them and the Services agreed shall be subject to the Laws of Germany and shall be subject to the exclusive jurisdiction of the Bremen Courts provided always that

i. the parties shall be bound to first proceed to mediation in Bremen or at any other place agreed by the parties on a consensual basis and in the event that mediation is unsuccessful, the matter shall be referred to arbitration in Bremen any other place agreed in the Federal Republic of Germany.

## **8. Complaints Procedure:**

Any client complaints should be directed to the management of G-TE who will implement the appropriate procedures.