

CELTIC MARINE GENERAL TERMS & CONDITIONS of BUSINESS (2009)

1. Unless otherwise specifically agreed in writing CELTIC MARINE undertakes services in accordance with these General Conditions (hereinafter called "General Conditions") and accordingly all services provided by Celtic Marine are made subject to these General Conditions. All resulting contracts, agreements or other arrangements will in all respects be governed by these General Conditions, except only to the extent that the law of the place where such arrangements or contracts are made or carried out shall preclude any of the General Conditions and in such local law shall prevail wherever, but only to the extent that, it is at variance with these General Conditions.
2. Celtic Marine is an enterprise engaged in the trade of marine surveying, inspection and testing and it:
 - 2.1 Carries out such standard services are referred to in General Condition No. 6
 - 2.2 Renders advisory and special services as may be agreed by Celtic Marine
 - 2.3 Issues reports and/or certificates as referred to in General Conditions No. 8
3. Celtic Marine acts for the persons or bodies from whom the instructions to act have originated (hereinafter called "the Principal"). No other party is entitled to give instructions, particularly on the scope of inspection or delivery of reports or certificates, unless so authorized by the Principal and agreed by Celtic Marine. Celtic Marine will however be deemed irrevocably authorized to deliver, at its discretion, the report or the certificate to a third party if following instructions by the Principal.
4. Celtic Marine will provide services in accordance with:-
 - 4.1 The Principals specific instructions as confirmed by Celtic Marine
 - 4.3 Any relevant trade, custom, usage or practice
 - 4.4 Such methods as Celtic Marine shall consider appropriate on technical, operational and/or financial grounds
5. All enquiries and orders for the supply of services must be accompanied by sufficient information specifications and instructions to enable Celtic Marine to evaluate and/or perform the services required.
6. Celtic Marine's standard services may include all or any of the following:-
 - 6.1 Quantitative and/or qualitative inspection
 - 6.2 Inspection of goods, plant, equipment, packing, tanks, container and means of transport

6.3 Inspection of loading or discharging

6.4 Sampling

6.5 Laboratory analysis and other testing

6.6 Surveys and audits

6.7 Surveys of vessels, cargoes, bunkers, ship damage etc

- 7.1 Subject to the Principal's instructions as accepted by Celtic Marine, Celtic Marine will issue reports and certificates of inspection which reflect statements of opinion made with due care within the limitation of instructions received, but Celtic Marine is under no obligation to refer to, or report on, any facts or circumstances which are outside the specific instructions received.
- 7.2 Reports or certificates issued following testing or analysis of samples contain Celtic Marine's specific opinion on those samples only but do not express any opinion upon the bulk from which the samples were drawn. If an opinion on the bulk is requested special arrangements must be made in advance with Celtic Marine for the inspection and sampling of the bulk.

8. The Principal will:-

8.1 Ensure that instructions to Celtic Marine contain sufficient information and are given in due time to enable the required services to be performed effectively

8.2 Procure all necessary access for Celtic Marine's representatives or enable the required services to be performed effectively

8.3 Supply, if required, any special equipment and personnel necessary for the performance of the required services

8.4 Ensure that all necessary measures are taken for the safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on Celtic Marine's advice whether requested or not

8.5 Fully exercise all its rights and discharge all its liabilities under any related contract whether or not a report or certificate has been issued by Celtic Marine failing which Celtic Marine shall be under no obligation to the Principal.

9. Celtic Marine shall be entitled, at its discretion, to delegate the performance of the whole or any part of the services contracted to with the Principal to any agent or subcontractor.

10. If the requirements of the Principal necessitate the analysis of samples by the Principal's or by any third party's laboratory, Celtic Marine will pass on the result of the analysis but without responsibility for its accuracy. Likewise where Celtic Marine is only able to witness an analysis by the Principal's or by any third party's laboratory, Celtic Marine will provide confirmation that the correct sample had been analyzed but will not otherwise be responsible for the accuracy of any analysis or result.
- 11.1 Celtic Marine undertakes to exercise due care and skill in the performance of its services and accepts responsibility only where such skill and care is not exercised and negligence is proved.
- 11.2 The liability of Celtic Marine, in respect of any claims for loss, damage or expense of any nature whatsoever, and howsoever arising, in respect of any breach of contract and/or any failure to exercise due skill and care by Celtic Marine shall in no circumstances exceed a total aggregate sum equal to the amount of the fee or commission payable in respect of the specific services required under the particular contract with Celtic Marine which gives rise to such claims for indirect or consequential loss inducing loss of profit and/or loss of future business and/or loss of production and/or cancellation of contracts entered into by the Principal. Where the fee or commission payable relates to a number of services and a claim arises in respect of one of those services the fee or commission shall be apportioned for the purposes of this paragraph by reference to the estimated time involved in the performance of each service
12. The Principal shall guarantee, hold harmless and indemnify Celtic Marine and its offers, employees, agents or subcontractors against all claims made by any party for loss, damage or expense of whatsoever nature 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 exceed the limit mentioned in Condition No. 11.
13. Every officer, employee, agent or subcontractor of Celtic Marine shall have the benefit of the limitation of compensation and the indemnity contained in these General Condition and so far as relates to such limitations any contract entered into by Celtic Marine is entered into not only on its own behalf but also as agent and trustee for every such person as aforesaid.
14. In the event that any unforeseen problems or expenditure arise in the course of carrying out any of the contracted services Celtic Marine shall be entitled to make additional charges to cover additional time and cost necessarily incurred to complete the service.
- 15.1 The Principal will punctually pay not later than 30 days after the relevant invoice date, or within such other period as may have been agreed in writing, all proper charges rendered by Celtic Marine failing which interest

will become due at the rate of 10 per cent per annum from the date of invoice until payment.

15.2 The Principal shall not be entitled to retain or defer payment of any sums due to Celtic Marine on account of any dispute, cross claim or off-set which it may allege against Celtic Marine

15.3 In the event of any suspension of payment arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the Principal, Celtic Marine shall be entitled to suspend all further performance of its services forthwith and without liability.

16. In the event of Celtic Marine being prevented by reason of any cause whatsoever outside Celtic Marine's control from performing any service for which an order has been given or an agreement made, the Principal will pay to Celtic Marine:

16.1 The amount of all abortive expenditure actually made or incurred

16.2 A proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out, and

16.3 Celtic Marine shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required service.

17. Celtic Marine shall be discharged from all liability to the Principal for all claims for loss, damage or expense unless suit is brought within two months after the date of performance by Celtic Marine of the service which gives rise to the claim or in the event of any alleged non-performance within two months of the date when such service should have been completed.

18. Celtic Marine is neither an insurer nor a guarantor and disclaims all liability in such capacity, any Principal seeking a guarantee against loss or damage should obtain appropriate insurance.

19. No alteration, amendment or waiver of any of these General Conditions shall have effect unless made in writing and signed by an officer of Celtic Marine.