



JnJ Survey AB

Terms and Conditions

1. APPLICATION

JnJ Survey Group Company provides services solely in accordance with these Terms and Conditions.

These Terms and Conditions shall apply to the provision of the Consultancy Services by the relevant JnJ Survey entity as stipulated in the Client Communication which is providing the Consultancy Services (“JnJ Survey”) to the Client and, unless JnJ Survey has agreed otherwise in writing, they shall also apply to any other services of whatever nature which may be provided by JnJ Survey to the Client in the future.

In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by JnJ Survey in writing.

2. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“JnJ Survey Group Company” means any subsidiary of JnJ Survey, any holding company of which JnJ Survey is a subsidiary and any other subsidiary of any such holding company; “JnJ Survey” has the meaning given above.

“Representatives” means any officers or employees of JnJ Survey and any consultants, subcontractors or other agents used by JnJ Survey to fulfil their obligations to the Client under the provisions of this Agreement.

"Surveyor"/"Consultant" is the Surveyor/Consultant trading under these conditions.

"Consultancy Services" means the consultancy services to be provided by JnJ Survey to the Client as set out in the Client Communication;

"Report" means any report or statement supplied by the Surveyor/Consultant in connection with instructions received from the Client.

"Client" is the party at whose request or on whose behalf the Surveyor/Consultant undertakes surveying/consultancy services, claims settling and recovery work which purchases the Consultancy Services from JnJ Survey.

"Client Communication" means the email, fax, letter or other written or verbal communication made to the Client confirming the Consultancy Services to be provided;

"Commencement Date" means the earlier of the commencement date for these Terms and Conditions as set out in the Client Communication and the commencement of the performance of the Services;

"Fees" means the fees payable by the Client to JnJ Survey in consideration of the Services as set out in the Client Communication or, if not, in accordance with JnJ Survey's Standard Rates. Unless otherwise agreed in writing "JnJ Survey's Standard Rates" will be applied. JnJ Survey's Standard Rates" means the rates of JnJ Survey applicable to the Consultancy Services as promulgated by JnJ Survey from time to time.

"Disbursements" means the cost of all reasonable photography, reproduction of drawings, diagrams, sketches and printing, duplicating and, where applicable, electronic transmission fees, and all reasonable and appropriate expenses including travel, refreshments and hotel accommodation where an overnight stay is necessary. "Fee" means the fees charged by the Surveyor/Consultant

3. THE SERVICES

The Client will set out in writing the services which it requires the Surveyor/Consultant to provide. The Surveyor/Consultant will confirm in writing that it accepts those instructions alternatively what services it will perform in connection with the Client's instructions. Once the Surveyor/Consultant and the Client have agreed what services are to be performed any subsequent significant changes or additions must be agreed in writing.

With effect from the Commencement Date JnJ Survey shall, in consideration of the Fees being paid provide the Services to the Client.

JnJ Survey shall use reasonable care and skill in their performance of the Services.

JnJ Survey shall use reasonable endeavors to complete its obligations under these Terms and Conditions

The Services are being provided by JnJ Survey exclusively to the Client. JnJ Survey does not accept responsibility to any third party for the Consultancy Services which it provides to the Client unless JnJ Survey has agreed with the Client in writing that JnJ Survey shall accept such liability.

4. NOTICES AND SERVICE

Any notice or other information required or authorized by this Agreement to be given by either party to the other shall be given by:- sending by pre-paid registered post; or sending by email, or comparable means of communication.

Any notice or information sent by normal comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that a confirming copy of is sent to the other party 24 hours after transmission.

Service of any document for the purposes of any legal proceedings concerning or arising out of these Terms and Conditions shall be effected by either party by causing to be delivered to the other party at its registered or principal office, or to such other address as may be notified to by the other party in writing from time to time.

5. FEES

The Client shall pay the Fees in accordance with these Terms and Conditions.

In addition, JnJ Survey shall be entitled to recover from the Client its reasonable incidental expenses in connection with the provision of the Consultancy Services.

The Client shall pay JnJ Survey for any additional consultancy services provided by JnJ Survey that are not specified in the Client Communication in accordance with JnJ Survey's Standard Rates or such other fee as may be agreed. Any charge for additional consultancy services will be supplemental to the amounts that may be due for the Services.

All sums payable pursuant to this Agreement are exclusive of any value added or other tax (except corporation tax or other taxes on profit), for which the Client shall be additionally liable.

6. TERMS OF PAYMENT

JnJ Survey shall unless otherwise agreed invoice the Client on a monthly basis and each such invoice will set out the charges accrued and payable by the Client for the actual number of hours performed including relevant disbursements incurred by JnJ Survey personnel during the applicable month at the mutually agreed rates.

All payments required to be made pursuant to this Agreement by the Client shall be made within 30 (thirty) days of the date of the relevant invoice in the currency stated in the invoice in cleared funds to JnJ Survey's bank as set out in the invoice, without any set-off, withholding or deduction except such amount (if any) of tax as the Client is required to deduct or withhold by law.

If the Client fails to make any payment on the due date in respect of the price or any other sum due under these Terms and Conditions then JnJ Survey shall, without prejudice, have the right to charge the Client interest on a daily basis at an annual rate equal to the base rate of the law of interest (Räntelagen) plus three percent (3%) from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.

7. CLIENT RESPONSIBILITIES

The Client undertakes:

To ensure that full, accurate and complete information and instructions are given to JnJ Survey and in sufficient time to enable the Consultancy Services to be performed effectively and efficiently.

To take such steps as it reasonably can to procure all necessary access for JnJ Survey's Representatives to goods, premises, vessels, installations and transport; and procure all necessary access to premises and vessels (including lift-out, trials and facility for inspection ashore and afloat as appropriate) for no less than such a time as shall in each particular circumstance be reasonable, to enable all appropriate inspections and tests to be undertaken or performed, and to secure working conditions, provided always that in the event of any breach of these requirements causing any failure on the Surveyor's/Consultant's part to undertake the scope of work the Client shall be responsible for all consequential costs incurred by the Surveyor/Consultant and in respect of any element of the scope of work undertaken.

Where it has control of the relevant working environment, to take such steps as it reasonably can to ensure such working environment is safe, without risks to health, and adequate in relation to facilities and arrangements for the Representative's welfare at work.

The Client agrees to disclose to the Surveyor/Consultant all relevant information of which they have knowledge, or to which they have access, in relation to the vessel or other object to be surveyed.

8. VARIATION AND AMENDMENTS

If the Client wishes variations to be made to the Consultancy Services it must notify JnJ Survey in writing as soon as possible. JnJ Survey shall endeavour to make any required changes and any additional costs thereby incurred shall be due to and invoiced to the Client.

If, due to circumstances beyond JnJ Survey's control, it must make any change in the arrangements relating to the provision of the Consultancy Services it shall notify the Client forthwith. JnJ Survey shall endeavor to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.

9. TERMINATION

All or any part of the Consultancy Services may be terminated at such time or times as JnJ Survey and the Client may mutually agree.

JnJ Survey may terminate this Agreement forthwith if:

Client default: The Surveyor/Consultant may terminate the appointment forthwith if the Client fails for more than 21 days to pay any sum due when demanded, or if the Client fails to respond promptly to requests for information and/or instructions and fails adequately to respond to 21 days' formal notice of such failure, without prejudice to the Surveyor's/Consultant's accrued rights.

Other defaults: either party may terminate the appointment forthwith by notice if the other party shall: have a petition presented for its winding up or administration which is not discharged within 14 days of presentation or any other action is taken with a view to its winding up (otherwise than for the purpose of reorganization or amalgamation without insolvency), the Client suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts; or any event occurs or proceeding is taken with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; or become bankrupt or commit an act of bankruptcy, or make any arrangement or composition for the benefit of creditors, or have a receiver or manager or administrative receiver or administrator or liquidator appointed in respect of any of its assets.

In the event of termination JnJ Survey shall retain any sums already paid to it by the Client without prejudice to any other rights either party may have whether at law or otherwise.

10. CONFLICT OF INTEREST/QUALIFICATION

JnJ Survey shall promptly notify the Client of any matter including conflict of interest or lack of suitable qualifications, which would render it undesirable for the Client.

11. SUB-CONTRACTING

JnJ Survey may sub-contract the performance of any of its obligations under this Agreement without the prior written consent of the Client. Where JnJ Survey sub-contracts the performance of any of its obligations under these Terms and Conditions to any person, JnJ Survey shall be responsible for

every act or omission of the sub-contractor as if it were an act or omission of JnJ Survey itself.

12. THIRD PARTIES

Except as otherwise provided by law this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

13. LIMITATIONS ON LIABILITY

JnJ Survey shall be under no liability whatsoever to the Client for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect and howsoever arising UNLESS same is proved to have resulted solely from gross negligence or wilful default of the JnJ Survey or any of its employees or agents or sub- contractors.

JnJ Survey's maximum liability under the provisions of these Terms and Conditions shall be limited to the fees paid in consideration of the Services performed in the relevant matter and any claims against JnJ Survey shall be deemed to be waived and absolutely time barred upon the expiry of one year from the completion of the Services.

JnJ Survey shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Terms and Conditions.

JnJ Survey shall not be liable to the Client or be deemed to be in breach of these Terms and Conditions by reason of (i) any delay in performing, or any failure to perform, any of JnJ Survey's obligations if the delay or failure was due to any cause beyond JnJ Survey's reasonable control, or (ii) inaccurate, incomplete or missing information or data which is provided or should reasonably have been provided by the Client to JnJ Survey in connection with JnJ Survey's provision of the Services hereunder.

In the event that the Consultancy Services involves the survey of a vessel or any work or services to or containing a product or article any of which contain latent defects which were not apparent at the time that the vessel was surveyed and could not reasonably have been expected to have been discovered by such survey (either by reason of lack of access to a vessel part, limited availability of time or otherwise) then JnJ Survey shall have no liability therefor.

JnJ Survey shall only be liable to the Client to the extent that JnJ Survey is unable to rectify any matter for which it would otherwise be liable to the Client within a period of 45 days of the Client becoming aware of the said matter.

The Client's relationship is solely with JnJ Survey. No Representative of JnJ Survey has any personal legal liability to the Client whether in contract, tort (including negligence) or otherwise. The fact that any Representative signs

in his or her name any document or email in the course of carrying out the Consultancy Services does not give rise to any personal legal liability separate to that of JnJ Survey.

Any legal representative of JnJ Survey or JnJ Survey Group Company may enforce his, her or its rights against the Client.

The Client shall indemnify JnJ Survey against all damages, costs, claims and expenses suffered by JnJ Survey arising from the provision of the Consultancy Services including (but not limited to) loss or damage to any equipment (including that of third parties) caused by the Client, or its agents or employees.

14. BRIBERY AND SANCTIONS

Both JnJ Survey and the Client shall:

- comply with all applicable laws, regulations and sanctions relating to anti-competitive behavior, anti-bribery and anti-corruption including but not limited to applicable bribery laws,
- not engage in any activity, practice or conduct which would constitute an offence under the any applicable bribery legislation,
- comply with their respective codes of conduct covering anti-bribery and anti-corruption policies,
- have and shall maintain in place throughout the term of these Terms and Conditions policies and procedures, including but not limited to “adequate procedures” under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and their respective code of conduct and will enforce them where appropriate; and ensure that all directors and employees and other persons associated with the relevant party comply with this paragraph.

15. FORCE MAJEURE AND SUSPENSION OF AGREEMENT

Neither JnJ Survey nor the Client shall be responsible for any failure to fulfil any term or condition of this Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by circumstances which are beyond the control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against.

In the event of a suspension of this Agreement for reasons of breach by the Client, force majeure or for the convenience of the Client, JnJ Survey shall be entitled to payment by the Client of the following:

the full costs of laying off (and re-hiring if necessary) any Representatives employed or hired specifically for the purposes of this Agreement such full

costs to include any costs which JnJ Survey has necessarily paid to an employment agent;

the costs irrevocably committed relating to the period of suspension by subcontractors, under a subcontract which relates to this Agreement;

any other costs which JnJ Survey or its Representatives have irrevocably committed in respect of the period of the suspension;

loss of JnJ Survey's anticipated profit under these Terms and Conditions for the period of the suspension.

Without prejudice to its rights hereunder JnJ Survey shall have the right but not the obligation to give notice of termination of this Terms and Conditions if any period of suspension continues for a period of more than 30 days.

16. WAIVER

No waiver by JnJ Survey of any breach of this Terms and Conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of this Terms and Conditions shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which the waiver is given.

No failure or delay on the part of any party in exercising any right, power or privilege under these Terms and Conditions this shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of or the exercise of any other right, power or privilege.

17. SEVERANCE

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

18. COPYRIGHT

JnJ Survey reserves all copyright and any other rights (if any) which may subsist in the products of, or in connection with, the provision of the Services or facilities. JnJ Survey reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.

19. CONFIDENTIALITY

Both JnJ Survey and the Client undertake not to disclose any information provided in confidence by the other party to any third party and the receiving party shall not permit access to such information by any third party unless the disclosing party expressly grants permission save where required to do so by an order of a competent court of law.

20. ASSIGNMENT

This Agreement may not be assigned in whole or in part by the Client without the specific written approval of JnJ Survey.

21. APPLICABLE LAW AND JURISDICTION

These Terms and Conditions shall be governed and construed in accordance with Swedish law and the parties shall submit to the non-exclusive jurisdiction of the Court of Gothenburg, Sweden. The parties also agree that any non-contractual claims or disputes shall be subject to Swedish law and that the Court of Gothenburg Sweden, shall have non-exclusive jurisdiction to determine any such claim or dispute.