

AQUARIUS MARINE SERVICES GENERAL TERMS AND CONDITIONS

In providing services, information or advice, Aquarius Marine Services (AMS) does not warrant the accuracy of any information or advice supplied. Except as set out in these Terms and Conditions, AMS will not be liable for any loss, damage or expense sustained by any person and caused by any act, omission, error, negligence or strict liability of any of AMS or caused by any inaccuracy in any information or advice given in any way by or on behalf of AMS even if held to amount a breach of warranty. Nevertheless if the client uses AMS services or relies on any information or advice given by or on behalf of AMS and as a result suffers loss, damage, or expense that is proved to have been caused by any negligent act, omission, or error, of AMS or any negligent inaccuracy in information or advice given by or on behalf of AMS, then AMS will pay compensation to the client for its proved loss up to but not exceeding the amount of the fee (if any) charged by AMS for that particular service, information, or advice.

Notwithstanding the previous clause, AMS will not be liable for any loss of profit, loss of contract, loss of use, or any indirect or consequential loss, damage or expense sustained by any person caused by any act, omission, or error or caused by any inaccuracy in any information or advice given in any way by or on behalf of AMS.

AMS will not be liable to or responsible in negligence or otherwise to any person not a party to the contract.

The contract and any dispute or claim between any member of AMS and the client arising from or in connection with it, or in the services provided hereunder, will be governed by Dutch law. AMS and the client irrevocably agree that the Dutch courts will have exclusive jurisdiction over any dispute or claim arising from or in connection with the contract or in the services provided hereunder.

The client shall indemnify and hold all AMS members harmless from all claims, costs or proceedings, damages and expenses, including legal and other professional fees and expenses, made against, incurred or paid by any AMS member as a result of or in connection with any breach by the client of this contract or any alleged or actual infringement, whether or not under Dutch law, of any third party's intellectual property rights or other rights arising out of the use or supply of information by or on behalf of the client to any AMS member.

The client agrees to pay all undisputed invoices for the services within 30 days. AMS reserves the right to charge interest at an annual rate of 10 percent on any amount remaining unpaid after 30 days and may withhold services until the arrears including interest are paid. Invoices will be sent on 14 days intervals and/or on termination of the contract. The contract continues in force until terminated by AMS or the client in written.

AMS will keep confidential and not use or disclose any information to any third party outside AMS any data, plans or other technical information received from the client except as may be required by law or as may be authorised by the client. This obligation will survive termination of the contract. This obligation will not apply on any data, plans or other technical information that was in AMS possession before its disclosure by or on behalf of the client to AMS members or becomes part of the public domain through no fault of AMS members or otherwise become available to AMS from an independent source not under confidentiality obligation to the client.

The client has a duty to provide a safe place of work for AMS members. This duty relates to the place of work under the control of the client which can include ships, shipyards, offshore units, factories and offices.