

Terms & Conditions - (Maritime Authority of the Cayman Islands - Survey and Audit Services)

1. DEFINITIONS

"Services" means any survey or audit, or other agreed service undertaken by the Authority as requested by the Client.

"Authority" means The Maritime Authority of the Cayman Islands [established under section 3 of the Maritime Authority Law (2008) Revision].

"Client" means the person, firm or company signing a request for services with the Authority.

"Request for Services" means the Request for Services published by the Authority

2. APPLICATION

These terms and conditions apply to any provision of services by the Authority to the Client.

3. FORMATION OF CONTRACT

All services performed by the Authority are subject to the Authority's standard terms and conditions (as detailed below) which form part of the Request for Services. Terms and conditions on the Client's order form or other similar document shall not be binding on the Authority.

4. QUOTATIONS

The costs, delivery time and expense estimates stated in any quotation are not binding on the Authority. They are commercial estimates only which the Authority will make reasonable efforts to achieve.

5. SERVICES

5.1 Services will be deemed to have been requested on receipt of a duly received Request for Services signed by a person with authority to bind the Client.

5.2 A scanned copy of the Request for Services duly signed and received by e-mail will be sufficient for receipt to be deemed.

6. TIMING OF SERVICES

The Authority will use its best endeavours to supply the services within the quoted time as agreed between the Authority and the Client, but time will not be of the essence within the contract.

7. RIGHT TO POSTPONE SERVICE OR TO DELEGATE TO CLASS

7.1 The Authority will endeavour to provide the agreed services at the time agreed between the Authority and the Client, however, the Authority reserves the right to postpone the survey for operational reasons or delegate the service to Class where this is expedient to do so.

7.2 Where the Authority elects to postpone or delegate the survey in accordance with clause 7.1, the Authority is not liable for any costs or losses occurring.

8. INTELLECTUAL PROPERTY

The Client acknowledges that the rights to property owned by the Authority are subject to copyright laws, international treaty provisions and all other applicable national laws.

9. PAYMENT

9.1 New clients or other clients out of terms may be expected to pay in advance for their services.

9.2 All other invoices issued by the Authority shall be paid by the Client on receipt of the invoice.

9.3 Where fees and charges remain unpaid beyond 60 days from the date of issue of the applicable invoice the following surcharge will be levied.

- (a) 10% of the amount outstanding where payment is made within 30 days following the 60 day initial period; and
- (b) 5% of the amount for each additional period or part period of 30 days for which fees and charges remain unpaid

9.4 The Client will be responsible for any extra costs incurred because of

- (a) delays, cancellations, postponements, or suspension resulting from the Client's instructions
- (b) lack of instructions, or mistakes for which the Authority is not responsible; and
- (c) any requirement, alteration, amendment, or change to the specification or the scope of Services.

9.5 Unless otherwise provided the Authority's fees for services exclude the costs of re-inspection, abortive visits, or appraisal of drawing revisions.

9.6 Where Authority services involve the issue or endorsement of a certificate, the certificate or endorsement may be withheld until the invoice has been paid.

10. CANCELLATION

10.1 Cancellation of the service by the Client will only be accepted on condition that any costs, charges and expenses already incurred, including any charges on account of expenses and preparatory work performed, will be paid by the client.

10.2 Where the service is re-arranged by the Client, the Authority reserves the right to receive any cancellation costs occurring in accordance with clause 11.1 before agreeing to perform the service.

11. LOSS OR DAMAGE OCCURRING AS A RESULT OF THE SERVICES

The Authority will take all reasonable steps to ensure the protection from loss or damage occurring as a result of the services provided to the Client.

12. CONFIDENTIALITY

Both parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business, which comes into that party's possession, and shall not use such information and material without written permission by the other party. This provision shall not, however, apply to information or material which is, or becomes, public knowledge by means other than by breach by a party to this clause.

13. EMPLOYMENT OF PERSONNEL

Subject to the prior written consent of the Authority the Client shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of the Authority directly associated with the service performed or otherwise.

14. WARRANTY

14.1 The Authority warrants that it has the right to provide the services without warranty of any kind, express or implied, oral or written.

14.2 The Authority warrants that the service will be provided using reasonable care and skill. The Authority does not warrant that the services are error-free, accurate or complete.

14.3 Both parties warrant that will comply with the relevant provisions of the Data Protection Act in respect of the collection, processing of materials relating to the service. Each party will comply with the Act including but not limited to its obligations in respect of any personal data which it may supply to or receive from the other party.

15. LIMITATION OF LIABILITY

15.1 The Authority shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in service for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply of the service. Any liability of the Authority shall in any event be limited to the service fees paid by the Client in the year in which the event of default arises.

15.2 Nothing herein shall limit either party's liability for death or personal injury arising from the proven negligence by itself or its employees or agents.

15.3 The Client shall fully indemnify the Authority against any liability to third parties arising out of the service contract.

16. FORCE MAJEURE

The Authority will not be liable to the Client for any loss or damage suffered by the Client as a direct result of the Authority being unable to perform the Contract in the way agreed by reason of cause beyond its control including Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.

17. SEVERABILITY OF CLAUSES

The various provisions of these conditions are severable and where any clause is held to be invalid or unenforceable by any court within the Cayman Islands such invalidity or unenforceability shall not affect the remaining provisions.

18. MODIFICATION

The terms and conditions herein shall not be modified, varied or amended otherwise than by written and signed agreement of the parties.

19. GOVERNING LAW

These Terms of Trading shall be subject to, and construed in accordance with, the laws of Cayman Islands and the parties hereby submit to the exclusive jurisdiction of the Cayman Islands Courts.