



## **STANDARD TERMS & CONDITIONS REBULLA SURVEYORS SAS**

### **1. DEFINITIONS**

“Surveyor/Consultant” is the Surveyor/Consultant trading under these conditions.

“Company” means Rebulla Surveyors Sas, which employs the Surveyor/Consultant.

“Client” is the entity, person, company, who requests services to the Company.

“Service(s)” refers to any survey, inspection, assessment, evaluation, appraisal, report, consultancy, measurement, or sampling activity carried out by the Company (upon request of the Client).

“Report” means any report, written findings or statement issued by the Company upon completion of the requested Service(s), when/if applicable.

“Fees” means the fees charged by the Company to the Client for the provided Service(s), including any value added tax where applicable.

“Expenses” means the reasonable additional costs (other than the fees) chargeable to the Client, when applicable, as for example, but not limited to, the costs incurred in or required for travel, board & lodging, launch service, specific external expert consultancy, sampling, laboratory analysis, general office expenses, etc.

“Lumpsum” means an all-inclusive amount which include Fees and Expenses charged to client for the Services agreed. Unexpected developments and/or additional requests other than those initially agreed shall be handled separately and the related amounts discussed and adjusted appropriately with the Client.

### **2. SCOPE**

The Company shall provide its services solely in accordance with these Terms and Conditions.

### **3. WORK**

The Client will set out in writing the services which it requires the Company to provide. The Company will confirm in writing that it accepts those instructions, alternatively what services it will perform in connection with the Client’s instructions. The engagement of the Company by the Client shall also be confirmed in writing.

Once the Company and the Client have agreed what services are to be performed, any subsequent changes or additions must be agreed by both parties in writing.

In the absence of a written confirmation, the commencement of the Service shall constitute implied acceptance of these Terms and Conditions.

All instructions or special requirements must be communicated to the Company in writing. In the absence of such instructions (or in absence of precise terms), the Company will act in accordance with best practices and established professional standards.



## 4. PAYMENT TERMS

The Client shall pay the Company Invoice in accordance with these Terms and Conditions within 30 (thirty) days following the relevant invoice date, unless otherwise agreed in writing, VAT or any applicable exemptions (e.g., Art. 15, Italian VAT Law) shall be clearly indicated in the invoice. Fees are calculated based on the type of Service, the time spent, the commitment required and sometimes also considers the result achieved towards the Client's expectations. Then, the applicable expenses will be added to the invoice.

## 5. OBLIGATIONS AND RESPONSIBILITIES

- (a) Client** – The Client undertakes to ensure that full instructions are given to the Company/Surveyor/Consultant and are provided in sufficient time to enable the required services to be performed effectively and efficiently and to provide all necessary access for the Surveyor/Consultant to goods, premises, vessels, installations and transport and to ensure that all appropriate safety measures are taken to provide safe and secure working conditions. The Surveyor/Consultant shall not be liable for the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions.
- (b) Company/Surveyor** – The Company/Surveyor undertakes to perform the Services with independence, impartiality, and due professional diligence, using reasonable care and skill in performing the services in accordance with sound marine surveying/consulting practice.
- (c) Reporting** – The Company/Surveyor shall submit a final written Report to the Client following completion of the agreed services describing the Company/Surveyor's findings and the condition and/or quality of the object and/or purpose of the assignment, unless otherwise expressly instructed by the Client not to do so. Any opinions expressed in reports submitted by the Company/Surveyor are without prejudice to the interests of any or all the parties concerned. Surveys shall be carried out in accordance with applicable standards and technical criteria, based on the information provided at the time of the assignment and/or made available at the time of the inspection. The Company does not represent or warrant the accuracy or correctness of the information it receives from third parties, and which is communicated to the Customer.
- (d) Confidentiality** – The Company undertakes not to disclose any information provided in confidence by the Client and to comply with applicable data protection laws, including the EU General Data Protection Regulation (GDPR) unless the Client expressly grants permission save where required to do so by an order of a competent court of law. The Client undertakes to communicate directly to the Company any alleged disservices and/or issues requiring clarification and/or complaints and not to third parties, in any way or form (mutual confidentiality clause).
- (e) Intellectual Property** – Reports, images, drawings, and other deliverables remain the intellectual property of the Company, unless otherwise agreed in writing. Reproduction or distribution is permitted only with the Company's prior consent.
- (f) Conflict of Interest/Qualification** – The Company shall promptly notify the Client of any matter including conflict of interest or lack of suitable qualifications and experience which

would render it undesirable for the Company to continue its involvement with the appointment. The Client shall be responsible for the payment of the Company Fees up to the date of notification.

## 6. LIABILITY

- (a)** The Company/Surveyor shall not be liable to the Client for any loss, damage, delay or expense of whatsoever nature whether direct, indirect or consequential losses including but not limited to: financial or economical loss, loss of profit, loss of business by the Client howsoever arising UNLESS is proved that the same was solely due to the gross negligence or wilful default (wilful misconduct) of the Company/Surveyor/Consultant or any of its sub-contractors..
- (b)** In the event that the Client proves that the loss, damage, delay or expense was caused by the gross negligence or wilful default of the Company/Surveyor/Consultant aforesaid, then, claims shall never exceed a sum calculated on the basis of ten times the fees of the Surveyor/Consultant's or €20.000,00 whichever is the lesser. Any claim must be submitted in writing within 30 (thirty) days from the delivery of the Report issued upon completion of the service requested by the Client.

The Company shall not be liable for loss or damage to equipment and other items made available by or on behalf of the Client regardless of how such loss or damage occurs.

## 7. INDEMNITY

Except to the extent and solely for the amount therein set out that the Company/Surveyor/Consultant would be liable under Clause 6, the Client hereby undertakes to keep the Company and its employees and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities of whatever nature or howsoever arising which may be brought against them or incurred or suffered by them, and against and in respect of all costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) which the Company may suffer or incur (either directly or indirectly) in the course of the services under these Conditions.

## 8. FORCE MAJEURE

Neither the Surveyor/Consultant nor the Client shall, except as otherwise provided in these Conditions, be responsible for any loss, damage, delay or failure in performance hereunder arising or resulting from act of God, act of war, terrorist attack, nuclear contamination, seizure under legal process, epidemic quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people.

## 9. COMPANY'S RIGHT TO SUB-CONTRACT

The Surveyor/Consultant shall have the right to sub-contract any of the services provided under these Conditions, subject to the Client's right to object on reasonable grounds. In the event of such a sub-contract the Surveyor/Consultant shall remain fully liable for the due performance of its



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**Cargo & Yacht Surveyors**

obligations under these Conditions.

## **10. INSURANCE**

The Surveyor/Consultant shall affect and maintain, at no cost to the Client, Professional Liability Insurance for such loss and damage for which the Surveyor/Consultant may be held liable to the Client under these terms and conditions.

**The professional liability of the Company (Rebulla Surveyors Sas) is covered by the Chaucer Insurance Company DAC.**

## **11. TIME BAR**

Any claims against the Company by the Client shall be deemed to be waived and absolutely time barred upon the expiry of one year from submission date of the Report to the Client.

## **12. JURISDICTION AND LAW**

These Conditions shall be governed by and construed in accordance with the Italian laws and Trieste Court (Italy) is competent for any dispute.