



## 1. Definitions

The following terms shall have the following meanings:

- 1.1. "Assignment" shall mean any specific piece of work detailed in a Proposal.
- 1.2. "Associated Companies" shall mean all companies owned, partly owned or contracted by CSL.
- 1.3. "CSL" shall mean CSL Global Limited of Suite 3, Ground Floor, Corum Two, Corum Office Park, Warmley, Bristol BS30 8FJ, England and its Associated Companies.
- 1.4. "Client" shall mean the party contracting CSL to complete the Assignment.
- 1.5. "Conditions" shall mean these Standard Conditions of business.
- 1.6. "Fees" shall mean CSL's fees and disbursements incurred in undertaking the Assignment or any part thereof. Fees are subject to but exclusive of VAT, which will be added as appropriate, and any other charges that CSL may be forced to levy.
- 1.7. "Force majeure" shall mean circumstances beyond the reasonable control of a party including but not limited to fire, flood, earthquake, windstorm or other natural disaster; act of sovereign including but not limited to war, invasion, act of foreign enemies, war, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, imposition of government sanction, embargo or similar action; law, judgment, order, decree, blockade, labour dispute, including but not limited to strike, lockout or boycott; interruption or failure of utility service; failure of the transportation of any personnel equipment, machinery or supply by any essential personnel; or any other matter or cause beyond the parties' control.
- 1.8. "Proposal" shall mean CSL's proposal for carrying out the Assignment on the Client's behalf.
- 1.9. "Warranty" shall mean a condition precedent upon liability as imposed by underwriters in an insurance policy.
- 1.10. "Project" shall mean the commencement of work, a voyage or transit or any other action taken by the Client or other associated parties upon which CSL has completed a Warranty Survey, provided written or verbal advice and or issues a Certificate as defined in 6 below.
- 1.11. "Survey Sampling" shall mean any surveys where the Client has subsequently agreed to waive subsequent survey(s) on the basis that they follow the same transportation, lift, load and stow methodology, equipment and qualified personnel as the sample survey.
- 1.12. "Contract" shall mean an agreement for the purchase of the Services by the Client from CSL.
- 1.13. "Services" shall mean the Assignment or any other work whatsoever undertaken by CSL for a Fee undertaken for a Client.
- 1.14. "Personal Data" and "Data Controller" and "Data Processor" in section 11 are as defined in the Data Protection Act 2018.

## 2. Application of Conditions

- 2.1. These Conditions apply to all contracts for the provision of CSL's services and may not be varied without CSL's written consent.
- 2.2. The Contracts (Rights of Third Parties Act) 1999 shall not apply to these Conditions or to any contract made for the provision of CSL's services.

## 3. CSL's Obligations

- 3.1. CSL shall complete the Assignment for the Client as agreed in the Proposal.
- 3.2. CSL retains the right to sub-contract the completion of the Assignment to a third party.

## 4. Client's Obligations

- 4.1. The Client shall promptly provide CSL with all necessary information to enable CSL to complete the Assignment. If a Client learns it has provided CSL with inaccurate information it must advise CSL without delay.
- 4.2. The Client shall pay the Fees to CSL within 30 days of CSL's invoice date, whether the invoice be final rendered on completion of the Assignment or an interim bill.
- 4.3. All sums due to CSL shall be paid in either pounds sterling, US dollars or Euros to be agreed in the Proposal and any exchange risk, bank transfer costs or withholding taxes shall be borne by the Client.
- 4.4. Should the Client fail to pay an invoice within 30 days then until such sums outstanding are paid in full CSL retains the right to:
  - 4.4.1. apply both a single fixed penalty of 10% to the gross invoice value or £5 (or its equivalent in the invoice currency) whichever is the greater and 2% per month from the due date of the invoice;
  - 4.4.2. suspend activity on the Assignment or any other Assignment CSL has undertaken to complete for the Client;
  - 4.4.3. bring legal proceedings against the Client in respect of outstanding sums and for any loss or expense sustained by CSL as a result of the Client's failure to pay.

## 5. Exclusion

- 5.1. The liability of CSL in connection with the completion of the Assignment, whether in contract, tort, negligence, breach of statutory duty or otherwise shall be limited to not more than the total Fees payable by the Client to CSL.
- 5.2. CSL accepts no liability for:
  - 5.2.1. the Client's subsequent use of the Assignment;
  - 5.2.2. any loss or damage to any documents or other data supplied by the Client to CSL;
  - 5.2.3. any Project or Warranty Survey which may have been waived by the client or their representatives including any waived following Survey Sampling;
  - 5.2.4. any claims arising from surveys waived as a result of Survey Sampling.
- 5.3. Any claim by the Client against CSL arising in respect of any service provided for the Client, or which CSL has undertaken to provide, shall be made in writing and notified to the Company within 14 days of the date upon which the Client became, or ought reasonably to have become, aware of any event or occurrence alleged to give rise to such claim, and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred, except where the Client can show that it was impossible for him to comply with this time limit, and that he has made the claim as soon as it was reasonably possible for him to do so.
- 5.4. Notwithstanding the provisions of 5.3 above, CSL shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any service provided for the Client, or which CSL has undertaken to provide, or for which CSL has contracted with any third party unless suit be brought and written notice thereof given to the Company within twelve months from the date of the event or occurrence alleged to give rise to a cause of action against CSL.

## 6. Warranty Surveys (Projects)

- 6.1. Notwithstanding the provisions of 5 above CSL agrees to undertake Warranty assignments on the following conditions:
  - 6.1.1. CSL agree to undertake any Warranty surveys and make recommendations which CSL consider necessary to reduce the property risk to the Client or any other interested parties. If these recommendations are complied with before commencement of a Project, CSL will issue a Certificate attesting that the project presents no circumstances beyond those which might normally be accepted by the Client and that, accordingly, the Client or any other interested parties have complied with that warranty. CSL may also make recommendations, which can only be carried out after commencement of the project. These recommendations must also be complied with or any Certificate, document, report or communication produced by CSL shall be deemed withdrawn.
  - 6.1.2. Unless CSL indicates otherwise, the issuance of a Certificate will be based; (a) upon external conditions observed by CSL without opening machinery or spaces normally closed and (b) upon information provided to CSL. If CSL is provided misleading or erroneous information, our Certificate shall be deemed withdrawn.



6.1.3. In issuing any Certificate, CSL does not warrant the safety of the contemplated Project or the seaworthiness of any associated vessel or vessels. The sole purpose of the Certificate is to attest that, provided CSL's recommendations are carried out, the Client or any other interested parties have complied with the aforementioned warranty. Accordingly, since its recommendations are made for no other purpose CSL shall not in any circumstances be responsible or liable to any person for any act, omission, default, negligence or breach of express or implied warranty in connection with the survey or the Certificate or for any loss, damage or expense howsoever caused which may subsequently occur.

6.2. Notwithstanding the provisions of 5 above all Warranty/Project assignments include pre-shipment planning, scoping and consultancy work, management time, co-ordination and administration. The CSL fee is non-refundable.

## 7. Termination

7.1. Without prejudice to any other right or remedy it may have, either party may terminate this agreement at any time by notice in writing to the other party, such notice to take effect as specified in this notice:

7.1.1. if the other party is in breach of this agreement and, in the case of a breach capable of remedy within 14 days, the breach is not remedied within 14 days of the other party receiving notice specifying the breach and requiring it to be remedied; or

7.1.2. if the other party becomes insolvent, or if an order is made or a resolution is passed for the winding-up of the other party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other party's assets or business, or if the other party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

7.2. Termination shall not affect CSL's right to payment accrued up to the date of termination.

7.3. No waiver by one party of any breach by the other party of these Conditions or of any other contractual terms agreed between them shall be deemed to be a waiver of any subsequent breach of contract.

## 8. Intellectual Property

Nothing in these Conditions grants the Client any licence to or any other rights under any Intellectual Property Rights of or used by CSL existing at the date of the Contract other than those rights specifically set out in this clause. The unrestricted ownership of the Rights and sole entitlement to obtain protection including but not limited to copyright over, design rights over, patents of or registration of everything produced by CSL shall vest in CSL and remain vested in CSL at all times whilst undertaking and following completion of the Assignment. All information provided to the Client in whatever format shall remain the sole property of CSL and the Client is granted a license for the information until such time as it is revoked by CSL issuing 30 days written notice. The Client will have no interest in any Intellectual Property Rights of or used by CSL relating to the Services provided.

## 9. Force Majeure

If either party is rendered unable by Force Majeure to perform or comply fully or in part with their obligations under the Assignment upon the party's giving written notice to the other party of such Force Majeure within 48 hours after receiving notice thereof, such performance or compliance shall be suspended during the continuance of disabilities so caused and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during such period. If the said period of suspension of performance shall continue in excess of 30 calendar days this agreement may, at the option of either party, be cancelled without liability of either party.

## 10. Severability

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

## 11. Confidentiality and Data Protection

11.1. Subject to the remaining provisions of this Condition 11, neither party will use (except for exercising its rights and performing its obligations under the Contract), will keep confidential and not divulge to any third party any and all confidential information of the other party (whether oral, written or recorded or disclosed in any other form, and whether disclosed on, before or after the date of the Contract) concerning any of the following: the business, affairs, plans, technology, know-how, products and services of the other party and, in particular, any Assessment Criteria, information and material disclosed to them by the other party for purposes of the Contract without the other party's prior written consent.

11.2. For the purposes of this Condition 11 any data provided by the Client to CSL is only considered confidential information if the Client discloses this to CSL. CSL will keep confidential and not divulge to any third party any such information and may not publish or otherwise disseminate such information without the prior written consent of the Customer.

11.3. The restriction contained in Condition 11.1 will not apply to any information which:

11.3.1. was already in the receiving party's possession or at its free disposal before its disclosure by the disclosing party;

11.3.2. is disclosed after the date of the Contract to the receiving party without any obligations of confidence by a third party who has not derived it directly or indirectly from the disclosing party;

11.3.3. is or becomes generally known anywhere in the world through no act or default on the part of the receiving party; or

11.3.4. is independently developed or discovered by the receiving party's personnel without use of or reliance upon information provided by the disclosing party.

11.4. Nothing in this Condition 11 will prevent:

11.4.1. CSL from disclosing in confidence to any CSL Associated Company any confidential information disclosed to it by the Customer in order to meet CSL's obligations under the Contract; or

11.4.2. either party from making any disclosure required by law, or by the order of any court of competent jurisdiction or any regulatory authority.

11.5. If CSL processes any Personal Data on the Customer's behalf when providing the Services, the parties intend that the Customer will be the Data Controller and CSL will be a Data Processor in relation to those Personal Data and agree that:

11.5.1. the Customer will ensure that it is entitled to transfer those Personal Data to CSL so that CSL may lawfully use, process and transfer those Personal Data in accordance with the Contract on the Customer's behalf;

11.5.2. the Customer will ensure that all data sources have been informed of, and have given their consent to, such use, processing, and transfer as required by the Data Protection Act 2018;

11.5.3. CSL will process those Personal Data only in accordance with the Contract and any lawful and reasonable instructions given by the Customer from time to time; and

11.5.4. CSL will take appropriate technical and organisational measures against unauthorised or unlawful processing of those Personal Data or their accidental loss, destruction or damage, having regard to the state of technological development, the cost of implementing any measures, the harm which might result from such unauthorised or unlawful processing or accidental loss, destruction or damage, and the nature of the data to be protected.

## 12. Jurisdiction

This agreement shall be governed by and construed in accordance with the law of England and Wales and any dispute under or arising out of contract shall be referred to a single arbitrator in accordance with the provisions of the Arbitration Act 1996 and according to the rules of the London Maritime Arbitrators Association.