

TERMS OF ENGAGEMENT



These Terms of Engagement shall form part of the agreement between CSL Global Limited (“the Company”) and the “Client” where the Client is the party for who the Company is providing services and / or who is paying for the Companies Services. The Company shall perform the services set out in the Contract & Scope of Work which will be subject to the following terms:

Services

The Company undertakes to:

- provide the services agreed with reasonable care, skill, diligence and in a timely manner.
- provide services as defined in the Contract & Scope of Work and that any changes or additions to the Contract & Scope of Work be agreed in writing with the Client.
- complete all operational and administrative processes in line with its ISO 9001 2015 accreditation under certificate number FS 686205.
- have in place Professional Indemnity, General Liability, Workers Compensation, Employee Liability and other required insurance cover in London with A* rated insurers plus the appropriate covers to allow us to offer our services globally.

The Client undertakes to:

- provide all information and documentation necessary to allow the Company to provide an initial indicative price or estimate, the minimum information required being:
 - o approximate start date of the work required.
 - o the duration in months of the work required.
 - o details of the countries of supply and final destination including ports of loading and discharge.
 - o details of the critical items, manufacturer and description of same.
 - o weights, dimensions and values of the critical items.
- provide all information and documentation necessary to allow the Company to provide Contract & Scope of Work, the minimum information required in addition to that set out above this being:
 - o name and contact details (e-mail and telephone number) of the person responsible for receipt, authorisation and settlement of the Company's invoices.
 - o critical item production lead times
 - o specialist handling instructions for critical items
 - o in all correspondence quote the Contract and Scope of Work reference number, the critical item reference or the survey attendance reference whichever is the most appropriate.
- if for insurance warranty work a copy of the insurance survey warranty and a copy of the insurance slip identifying all participating underwriters.
- provide the company with all necessary access to responsible personnel, premises and vessels to enable all appropriate inspections to be undertaken or performed.
- ensure that all appropriate safety measures are taken to provide safe and secure working conditions.
- accept all fee variations -in respect of any element of the Contract & Scope of Work undertaken where such variation occurs as a direct result of the failure to adhere to the provisions of these Terms of Engagement.

Basis of engagement

Unless otherwise agreed the Contract & Scope of Work will be fixed price with variation:

- The CSL Contract and Scope of Work is a fixed cost contract based upon the professional management of the survey requirements and the utilisation of our own staff or validated network partners for all surveys and associated technical activities defined herein.
- The cost remains fixed unless there is a change to the Contract & Scope of Work or if the assumptions therein are not met. When additional charges are to be made the Client will be notified accordingly.
- The fixed price allows for pre-shipment planning, scoping and consultancy work, management time, co-ordination and administration, on site survey attendance, expenses and contingency. It also takes into account the geographical locations and accessibility of the survey activities and availability of appropriate technical survey resources. This pre-assignment work is included in our initial fee invoice. In all instances the CSL fee is non-refundable.

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All proposals, Contract & Scope of Work or other offer for services issue by the Company (Offers) in whatever form are valid for a period of 30 days from the date of the proposal, Contract & Scope of Work or other offer of services.

Prior to commencement of any services the client is required to provide the Company with the name and contact details (e-mail and telephone number) of the person responsible for receipt, authorisation and settlement of our invoices.

The Company will undertake a credit check on any Clients with whom we have no trading history and reserves the right to withdraw any offer of services made and / or adjust the payment terms and fee.

Invoices for the services set out Offers issued by the Company will be issued in accordance with any agreed schedule or if not defined 100% of the agreed fee prior to our engagement:

- invoices will be sent by e-mail to the agreed identified contact person in the client organisation and are to be settled within 30 days of the date of issue.
- The Company is unable to accept instructions where the required invoice settlement period is in excess of 30 days. Payment shall be deemed to have been made when the Company receives cleared funds in their bank.
- Any invoice queries or requests for clarification must be presented by the client within 3 days of receipt by e-mail to accounts@cslglobal.com.
- In the event of any invoice not being settled within the agreed 30 day terms, the Company will issue a 5 day notice of suspension of services. If any invoice remains unsettled at 35 days from date of issue, services will be suspended pending settlement.
- The Company reserves the right to charge interest on any sum outstanding for more than 30 days on the outstanding balance at 4% above Bank of England base rate which may be calculated daily up to the date of actual payment.

The Company will only be deemed appointed when the Contract & Scope of Work is agreed and signed by the Client, in the absence of same the Company reserves the right not to provide advice, attend "kick off" or other similar meetings or undertake survey attendances.

In the event of short notice of less than 7 days before first provision of service, CSL will issue a minimum deposit invoice of no less than 25% of the estimate value of the Contract & Scope of Work or USD\$10,000 whichever is the greater for immediate payment. The maximum credit against services delivered the CSL will provide is USD\$10,000 for a maximum period of 15 days.

Law and Jurisdiction

All agreements with the Company 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

Confidentiality

Each party undertakes to maintain the confidentiality of all information supplied by the other and not to divulge such information to third parties without the prior written authority of the other.

Terms & Conditions

All work undertaken by the Company will be subject to their standard terms and conditions of trading which are available at www.cslglobal.com.