

OFFSHORE NAVAL ARCHITECTS (ONA CONSULTANTS) GENERAL TERMS AND CONDITIONS

Offshore Naval Architects Pty Ltd, trading as ONA Consultants (referred as "ONA") is an Australian Company registered in Western Australia.

ARTICLE 1 – SCOPE OF WORK

- 1.1 ONA is a firm established to perform the following works:
- Consultancy services
 - Offshore Installation Engineering
 - Mooring Design/Analysis & Installation
 - Structural Design & Analysis
 - Naval Architecture
 - Marine Survey
 - Project Management
- 1.2 ONA exercises due care and skill and acts in a professional and workmanlike manner.
- 1.3 All reports, statements, attestations and certificates, or information and advice given by ONA, its servants or agents is given in good faith, however neither ONA its servants or agents warrants the accuracy of any information or advice supplied. Furthermore, all express and implied warranties are specifically disclaimed.
- 1.4 Nothing contained herein or in any information, report, certificates or like document issued in connection with or pursuant to the performance by ONA of its services, shall be deemed to relieve any designer, engineer, or naval architect (except in the case that these may be ONA, its servants or agents) builder manufacturer, shipyard, seller, supplier, contractor or sub-contractor repairer, Owner operator or other entity from any or all contractual obligations express or implied or from any fault whatsoever.

ARTICLE 2 – APPLICATION OF THESE CONDITIONS

- 2.5 These general terms and conditions will apply to all works or contracts, quotation or offers of any kind undertaken or given by ONA, whether expressly referred to or not inside or outside the UAE, unless expressly altered for a particular project or works and alternative terms agreed in writing by both the customer and ONA.
- 2.6 Requests for services shall in principle be submitted in writing. They entail without reservations the acceptance of the present general terms and conditions and of particular conditions which may be attached thereto.

ARTICLE 3 - FEES

- 3.1 Any works or services provided by ONA whatsoever the nature, whether completed or interrupted for any cause whatsoever, shall involve the payment of fees upon receipt of the invoice and the re-imburement of expenses incurred.
- 3.2 Unless otherwise agreed fees charged will be in accordance with ONA's current rates. Where lump sum prices are agreed, any additional work required will be charged in accordance with ONA's current price list.
- 3.3 Normal working hours will be based upon eight hour day five day week
- 3.3 Hours in excess of eight per day or time spent on weekends or public holidays will be considered as overtime hours and will be charged as such at the agreed flat rate.

- 3.4 Days worked offshore will be charged at a daily rate comprising 12 hours working hours per day.
- 3.5 Invoiceable time will include travel & transportation time, waiting time, Mobilisation, and de-mobilisation time as well as time spent working and Reporting.
- 3.6 Travelling and waiting time will be subject to a maximum of 10 hours per day invoiceable.
- 3.7 Time spent will be substantiated by time sheet where appropriate which wherever Possible will be countersigned by the customer or his representative. In case of dispute over time spent, the customer must advise ONA within 2 working days of disputed time by fax, telex or other written method. In cases where timesheets are signed or ONA has not been advised of disputed time in due time, any dispute over time spent will be null and void.

ARTICLE 4 - EXPENSES

- 4.1 Travelling and transportation expenses will be charged at cost + 10% unless provided by the customer.
- 4.2 Accommodation and messing expenses will be charged at cost + 10% unless provided by the customer. In case accommodation and messing is provided by the customer this is to be of an acceptable standard.
- 4.3 All other expenses will be charged at cost + 10%.

ARTICLE 5 – EQUIPMENT CHARGES

- 5.1 The use of equipment or tools used in the performance of works or hire, will be charged in accordance with the current ONA Tariff.
- 5.2 The hire charges for all equipment and tools will commence when these leave our office and will end when they are returned to our office and accepted in satisfactory condition.
- 5.3 Equipment or tools not under the responsibility of ONA Personnel which are damaged or lost will be charged to the customer at replacement cost + 10 %.

ARTICLE 6 - INVOICING

- 6.1 Invoices will be raised upon completion of works or for long duration works they may be issued on a monthly, on account basis.
- 6.2 Unless otherwise agreed invoices are to be settled within 30 days of issue by the customer.
- 6.3 The customer may be considered as either the party ordering the works or services or the party receiving the same. In either case ONA will hold the parties (if they are different) jointly and severally liable for all amounts due for the works performed.

- 6.4 All legal costs, court fees, solicitors fees etc, accrued as a result of recovery of outstanding invoice will be charged to the customer.
- 6.5 ONA reserves the right to demand payment from the customer before the customer receives his reports attestations or drawings if ONA deems this action prudent.
- 6.6 ONA reserve the right to start proceedings to attach the property of the customer if ONA deems such action necessary to secure payment of outstanding amounts.
- 6.7 Any discussion concerning the invoice or any dispute concerning the same must be made in writing (letter/fax/telex) to ONA within two weeks of receipt of the invoice, otherwise the customer will be deemed as having accepted the invoice and its correctness.

ARTICLE 7 – STORAGE AND COLLECTION

- 7.1 If reports or drawings are not collected after 1 month from notification of their readiness ONA has the right to sell the same or otherwise dispose of the documents as it sees fit.

ARTICLE 8 – RESPONSIBILITY OF WORK

- 8.1 All works or services provided or performed by ONA are done so under the supervision and responsibility of the customer.
- 8.2 It is the sole responsibility of the customer to obtain the necessary permits, licenses or certificates from the appropriate authorities or classification societies for the works carried out by ONA.
- 8.3 ONA will use skilled staff and proper equipment to perform all works.

ARTICLE 9 - LIABILITY

- 9.1 ONA, its servants or agents shall not be held liable for any damages, loss, clam or expense direct or indirect howsoever arising in connection with any work carried out or service provided whether in tort or in contract, due to any act, omission or error of whatever nature, whether or not negligent and however caused furthermore all express and implied warranties are specifically disclaimed except as set out herein.
- 9.2 Nevertheless if any person suffers loss damage or expense which is proved to be due to gross negligence on the part of ONA its agents or servants, ONA may pay compensation to such person for his proved loss up to but not exceeding the amount of the fee charged.
- 9.3 To the full extent permitted by laws, in no event will ONA, its servants or agents be liable for any special, incidental or indirect damages, economic loss, consequential damages, loss of profits, loss of business, loss of revenue, loss of goodwill or loss of anticipated savings.
- 9.4 Any claim for damages of whatever nature, by virtue of the provisions set herein must be made in writing three months from the date the contractual work was terminated or should have been terminated. Failure to provide such notice within the time set forth herein will constitute an absolute bar to pursuit of such claim against ONA.
- 9.5 Claims will not be entertained for works or services for which the payment terms have not been met.
- 9.6 Any dispute regarding an invoice or agreement shall not be an excuse for not provide any right for the customer not to pay an invoice on or before it's failing due, nor for withholding payment wholly or in part.

- 9.7 Should ONA be found liable for damage or claim in connection with execution of a contract job or service against a third party with whom ONA cannot invoke these conditions, the customer undertakes to indemnify and hold harmless ONA it servants and agents in respect of all liability.
- 9.8 The customer shall pay compensation and indemnity to ONA in case of damage injury or death of ONA personnel or other third parties when and to the extent such injury or death is caused by negligence direct or indirect on the customers part.
- 9.9 ONA carries a professional insurance workmen's compensation and accident insurance compliance with Western Australia worker Compensation.

ARTICLE 10 – FORCE MAJEURE AND DELAYS

- 10.1 In case ONA is hindered or prevented by an event of force majeure whether or not foreseeable from carrying out the agreed works or providing the agreed services within the agreed time, ONA shall be allowed the extra time necessary to complete the works from the time that the event of force majeure terminated.
- 10.2 ONA shall not be held responsible for any damage or loss arising from an event of force majeure.
- 10.3 Force majeure shall include but not be limited to acts of god, war, strikes, lock outs, general disturbances, bad weather, failure of transportation facilities, failure of sub-contractors and other events outside the control of the parties.
- 10.4 Should ONA be delayed in the work by reasons which are caused solely or in part by the customer of his representatives, servants or agents or other contractors. ONA shall not only be allowed the necessary extra time to complete the works or provide the services but shall also be entitled to compensation for the extra costs that may have been inflicted upon ONA by the delay.

ARTICLE 11 – CANCELLATION OF CONTRACT

- 11.1 In cases where a contract for works or services is cancelled by a customer, ONA shall be entitled to compensation from the customer for the expenses incurred and time spent.
- 11.2 In the event that a situation of force majeure persists for more than one month, ONA shall have the right, if it so desires, to cancel the contract and be eligible at least for compensation as detailed under 11.1 hereabove.

ARTICLE 12 – APPLICABLE LAW AND ARBITRATION

- 12.1 These conditions shall be governed by the laws in force at the time for Western Australia and the Federal Laws of Australia applicable.
- 12.2 Any dispute over the interpretation or enforcement of these General Terms and conditions, or dispute between the parties, shall be settled by the civil court of Western Australia.