Fidelitas Ltd & Fidelitas MCS Ltd
Standard Terms and Conditions

1. Definitions

- **"Surveyor"/"Consultant"** is the Surveyor/Consultant trading under these conditions.
- **"Client"** is the party at whose request or on whose behalf the Surveyor/Consultant undertakes surveying services.
- **"Report"** means any report or statement supplied by the Surveyor/Consultant in connection with instructions received from the Client.
- **"Disbursements"** means the cost of all reasonable photography, reproduction of drawings, diagrams, sketches and printing, duplicating and, where applicable, electronic transmission fees, and all reasonable and appropriate expenses including travel, refreshments and hotel accommodation where an overnight stay is necessary.
- **"Fees"** means the fees charged by the Surveyor/Consultant to the Client and including any value added tax where applicable and any Disbursements.

2. Scope

The Surveyor/Consultant 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 Surveyor/Consultant to provide. The Surveyor/Consultant will confirm in writing that it accepts those instructions, or alternatively, what services it will perform in connection with the Client's instructions. Once the Surveyor/Consultant and the Client have agreed what services are to be performed, any subsequent changes or additions must be agreed by both parties in writing.

4. Payment Terms

The Client shall pay the Surveyor/Consultant's Fees punctually in accordance with these Conditions and in any event not later than 30 days following the relevant invoice date, or in such other manner as may have been agreed in writing between the parties. Any delay in payment shall entitle the Surveyor/Consultant to interest at 4% above the Base Lending Rate of HSBC Bank Plc prevailing at the time of default (or at the statutory default interest rate under the applicable governing law, whichever is higher), accruing on a daily basis from the due date until full payment is received.

5. Obligations and Responsibilities

(a) Client

The Client undertakes to ensure that full instructions are given to the Surveyor/Consultant and are provided in sufficient time to enable the required services to be performed effectively and efficiently and to procure 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) Surveyor

The Surveyor/Consultant shall use reasonable care and skill in the performance of the services in accordance with sound marine surveying/consulting practice.

(c) Reporting

The Surveyor/Consultant shall submit a final written Report to the Client following completion of the agreed services describing the Surveyor's/Consultant'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.

(d) Confidentiality and Data Protection

The Surveyor/Consultant undertakes not to disclose any information provided in confidence by the Client to any third party and will not permit access to such information by any third party unless the Client expressly grants permission save where required to do so by an order of a competent court of law.

Both parties agree to comply with all applicable data protection and privacy legislation, including Regulation (EU) 2016/679 (EU GDPR) and the UK GDPR / Data Protection Act 2018 (as applicable), with respect to any personal data processed in the course of providing or receiving the services.

(e) Property

The right of ownership in respect of all original work created by the Surveyor/Consultant remains the property of the Surveyor/Consultant.

(f) Conflict of Interest / Qualification

The Surveyor/Consultant 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 Surveyor/Consultant to continue its involvement with the appointment. The Client shall be responsible for payment of the Surveyor/Consultant's Fees up to the date of notification.

6. Liability

(a) Without prejudice to Clause 7, the Surveyor/Consultant shall be under no liability whatsoever to the Client for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect and howsoever arising, unless same is proved to have resulted solely from the negligence, gross negligence or wilful default of the Surveyor/Consultant or any of its employees or agents or sub-contractors.

(b) In the event that the Client proves that the loss, damage, delay or expense was caused by the negligence, gross negligence or wilful default of the Surveyor/Consultant aforesaid, then, save where loss, damage, delay or expense has resulted from the Surveyor's/Consultant's personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result, the Surveyor's/Consultant's liability for each incident or series of incidents giving rise to a claim or claims shall be limited to a maximum of 10 (ten) times the Surveyor's/Consultant's fees, but not exceeding EUR 250,000.

(c) The Surveyor/Consultant shall not be liable for loss of or damage to equipment and other items placed at its disposal by or on behalf of the Client however such loss or damage occurs.

7. Indemnity

Except to the extent and solely for the amount therein set out that the Surveyor/Consultant would be liable under Clause 6, the Client hereby undertakes to keep the Surveyor/Consultant and its employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever 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 Surveyor/Consultant 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, seizure under legal process, quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people.

9. Insurance

The Surveyor/Consultant shall effect 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.

10. Surveyor's/Consultant's Right to Sub-contract

The Surveyor/Consultant shall have the right to sub-contract any of the services provided under the 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 obligations under these Conditions.

11. Time Bar

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

12. Jurisdiction and Law

These Conditions and any dispute or claim arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the laws of England and Wales, and any dispute shall be subject to the exclusive jurisdiction of the English Courts.

Notwithstanding the above, where both the Surveyor/Consultant and the Client are registered under the laws of the Republic of Bulgaria, these Conditions and any disputes arising hereunder shall be governed by and construed in accordance with the laws of the Republic of Bulgaria, and all disputes shall be referred to the exclusive jurisdiction of the competent Bulgarian Courts.

All trading relations between the Surveyor/Consultant and the Client with respect to the services provided shall be subject to these Conditions as from the written confirmation on behalf of the Surveyor/Consultant of the instructions of the Client, unless otherwise provided in writing between the parties. Reference to these Conditions shall be made in proper form in the abovementioned confirmation of the Surveyor/Consultant, noting that a hard copy of the Conditions may be supplied upon request.