



ELSSI GENERAL CONDITIONS OF SERVICE MAY 2022

1. DEFINITIONS

1.1 In these Terms and Conditions:

Agreement: means the Client's acceptance of the Company's offer or proposal, any other mutual agreement for provision of Services, or other instructions for Services from the Client, or any instruction or request for services by a Client and subsequent acceptance by the Company and performance of Services by the Company for the Client. These General Conditions govern each Agreement unless or until separate and/or supplementary terms and conditions are agreed to in writing between the Client and the Company, whether in addition to these General Conditions or not. No addition or modification to these terms and conditions will be binding on Company unless agreed to in writing signed by an authorized representative of Company and Client.

Company: means the ELSSI MARITIME SERVICES Company that has entered into the Agreement.

Client: the person, firm, company, partnership or association.

(i) giving the instructions to the Company to provide the Services and as identified in the applicable written instruction, or

(ii) on behalf of whom the Company is appointed to deliver the Services, provided that such person, firm, company, partnership or association, has been informed of and has approved the Company's appointment.

One sole Service can involve several Clients.

Confidential Information: any information disclosed in whatever form, by a Party to the other Party including, but not necessarily limited to, technical, environmental, commercial and legal information relating directly or indirectly to the Parties and/or to the Agreement.

Deliverables: without limitation, all documents, certificates, reports, products and output from the Services created or provided by the Company or its agents, subcontractors, consultants and employees in relation to the performance of the Services that the Company has to deliver to its Client in application of the Contract.

Fees: the fees payable by the Client to the Company for the Services, as set out in the Agreement, excluding accommodation, meals, subsistence, travel and any other incidental costs and expenses of the Company incurred in respect of the performance of the Services, which will be charged separately as pre-agreed at a fixed rate or at the actual cost thereof.

Party and Parties: individually the Company or the Client and collectively the Company and the Client.

Sample: a correctly extracted fraction of the material to be tested (urine, breath, saliva, water) to be taken according to the Client's request and/or according to applicable standards.

Taxes: any and all taxes imposed by any taxing authority including, without limitation, withholding taxes, income tax on nationals and on foreigners, all corporate taxes, imports, duties, levies, stamp duties, charges and other assessments and payments in the nature of taxes, wherever payable, including VAT.

1.2 For the avoidance of doubt, the Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any Company document shall not govern the Agreement. The Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements and communications between the Parties relating to the performance of the Services by the Company.

1.3 The Company acts solely for the Client. No other party is entitled to give instructions, particularly on the scope of inspection or delivery of report or certificate, unless so pre-authorized by the Client and agreed to by the Company. The Agreement shall not be deemed to create any rights in third parties except as expressly set out herein.

2. COMPANY'S OBLIGATIONS

2.1 The Company shall, with reasonable care, skill and diligence provide the Services and the Deliverables to the Client, in accordance with:

2.1.1 the specific requirements as set out in the Agreement; and

2.1.2 such methods as the Company shall deem suitable on a case by case basis having regard to relevant trade custom, usage or practice, professional industry standards, directives given by competent authorities and applicable law.

2.2 The Company performs, without limitation, sampling, surveys, inspections, laboratory analyses, assessments, as contractually agreed by the Parties.

2.3 Subject to the Client's instructions as accepted by the Company, the Company will issue reports, certificates of inspection or other Deliverables which reflect statements of facts or/opinion made with due care within the limitation of instructions received but the Company is under no obligation to refer to or report upon any facts or circumstances which are outside the specific instructions received except when required by law.

2.4 In providing the Services, the Company does not take the place of contractors, manufacturers, producers, operators, transporters, importers, suppliers or owners, who, notwithstanding the Company's actions, are not released from any of their obligations of whatever nature. If and to the extent that the Client releases any third party from its liabilities, obligations and duties with respect to the Client's products or services, or from its liabilities, obligations and duties with respect to information upon which the Company relied in the performance of the Services, such unfulfilled liabilities of a third party will not cause the liability of the Company to increase and the Client shall assume and undertake as its own such liabilities, obligations and duties.

2.5 The Deliverables are given only in relation to the written instructions, documents, information and samples provided to the Company by the Client prior to the performance of the Services. The Company cannot be held liable for any error, omission or inaccuracy in the Deliverables to the extent that the Company has been given erroneous or incomplete information by the Client.

2.6 Reports or certificates issued following testing or analysis of Samples submitted to the Company for analysis (but not drawn from the Company's personnel) contain the Company's specific opinion on those Samples only.

2.7 Where the Company provides and/or sells goods (as opposed to services) to the Client (whether combined with or separately from any services), and such goods have been acquired by the Company from a third party, the Company gives no express or implied warranty as to the quality of such goods or their fitness for purpose. However, upon written request by the Client, the Company will assign (as far as possible) its rights against such third party.

2.8 The Company shall be entitled to replace offered and deployed personnel by other personnel with broadly equivalent expertise at any time. The Company does not warrant or guarantee that the personnel possesses any specific certification unless agreed in writing or required under the mandatory provisions of any applicable accreditation scheme or applicable provisions of mandatory law. The Company shall endeavor to provide personnel with sufficient/adequate expertise to deliver the Services.

2.9 Notwithstanding any other provision of any Agreement the Company shall not be obliged to provide Services if it considers that it would be placed (or payment thereof would place it) in breach of any applicable international sanctions or trade restrictions or any sanctions imposed by the State of the Client's or the Company's seat. The Company reserves the right to exercise its right to refuse the acceptance of any such nomination or request made under this Agreement (or otherwise) at its own discretion and will not be liable for any losses whatsoever the Client may incur as a result of such refusal.

3. CLIENT'S OBLIGATIONS

3.1 The Client shall:

3.1.1 co-operate with the Company in all matters relating to the Services;

3.1.2 provide, or cause its suppliers or counterparties to provide, in a timely manner and at no charge, access to the relevant operational facilities and personnel as required by the Company, its agents, subcontractors, consultants and employees, to perform the Services. The Client will procure access to, and appropriate preparation and maintenance of, the relevant premises for the supply of the Services, including identifying, monitoring, correcting or removing any actual or potentially hazardous conditions or materials from any of the

premises before and during the supply of the Services at those premises; and shall adopt or procure all necessary measures to ensure safety and security of working conditions on site during performance of the Services and inform the Company of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the operational premises;

3.1.3 subject to agreement to the contrary, provide the Company, its agents, subcontractors and representatives with all necessary transportation and equipment, such equipment to be in good working order, for provision of the Services;

3.1.4 provide the Company, either directly or through its suppliers and subcontractors, in a timely manner, such information as the Company may require for the proper performance of the Services and ensure that such information is accurate in all material respects;

3.1.5 where necessary, obtain and maintain all necessary licenses and consents and comply with all relevant legislation in relation to the Services and the use of the Client's equipment;

3.1.6 take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services.

3.2 To the extent that the Company renders Services, the Client agrees that the Company is required only to provide the Services and the reporting of the results of such Services. The Client is responsible for exercising its own, independent judgment with regard to the information and recommendations provided by the Company. Neither the Company nor any of its agents warrant the quality, outcome, effectiveness or appropriateness of any decision or action undertaken on the basis of the Deliverables provided under the Agreement.

3.3 Subject to Article 5, the Company shall have no responsibility or liability for any third party's use of or reliance on any Deliverables provided or prepared by the Company. Its responsibility towards the Client is expressly limited according to these General Conditions.

3.4 If the Company's performance of its obligations under the Agreement is prevented or delayed by any act, omission, default or negligence of the Client, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

3.5 If the Client anticipates the use of any Deliverables in any legal proceeding, arbitration, dispute resolution forum or other proceeding, it shall so notify the Company in writing prior to requesting the Services and in any event prior to the use of such Deliverables in any such proceeding. The parties agree that the Company has no obligation to provide an expert witness or witness of fact at such proceeding unless the Company gives its prior consent in writing.

3.6 The Client shall ensure that the safety measures applicable in accordance with guidance issued by governmental and other competent authorities are maintained at all times on that area that the Company's employees are required to perform their services (including their access or egress the site or use hygiene or recreational facilities). Accommodation ladders or Pilot ladders provided shall be in compliance with the International Convention of Life at Sea (SOLAS) regulations.

3.7 The Client acknowledges that in the interests of health and safety, the Company grants each of its agents, employees, subcontractors and representatives a 'stop work authority' permitting not to resume work if access is deemed unsafe and an alternate safe access cannot be provided and/or to stop work and leave site at their sole discretion if they or other Company personnel have concerns of any nature in respect of health and safety and the Client agrees that no liability of the Company shall arise from the exercise of such discretion, but that payment for such visit shall remain due to the Company.

4. CHARGES AND PAYMENT

4.1 The Client shall pay each valid invoice submitted to it by the Company, in full and in cleared funds, within thirty (30) days of the date of the invoice.

4.2 If the Client fails to pay the Company on the due date, the Company may charge interest on such sum from the due date for payment at the monthly rate of 1.5% (or the maximum rate permitted by applicable local law if local law specifies a maximum which is less than 1.5%; or the minimum rate permitted by applicable law if local law specifies a minimum which is above 1.5%), accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment. If any payment due to the Company from the Client under this Agreement or otherwise is late, the Company may suspend the provision of some

or all of the Services including but not limited to the provision of deliverables until overdue payment is received by it and shall be entitled to require payment in advance prior to continuance of the Services.

4.3 Should the Company have recourse to action for the collection of fees hereunder, costs and expenses incurred by the company (including but not limited to legal fees) shall be added to the claimed amount.

4.4 The Client shall not have a right of set off or retention. Any objections to invoices must be raised within 30 days of receipt of invoice and no objection may be raised thereafter.

4.5 In the event that the Client does not comply with its obligations under Article 3 the Company reserves (i) the right to suspend provision of the Services and / or (ii) to invoice and be paid for time and resources expended arising from the Client's non-compliance. This shall include but not be limited to charging for visits and time expended where equipment to be inspected cannot be found, is not made available for inspection or where waiting time is incurred pending such equipment being found, made available or made ready.

4.6 Any postponement or cancellation of Services by the Client, including site visits shall be subject to no less than 1 working days' advance notice. Any failure to provide such notice once the Company's personnel has left the base will result in a charge for an abortive visit/inspection as appropriate.

4.7 The Company shall be entitled to increase its fees annually as specified in written notice to the Client. Where fixed fees have been agreed in writing for a period, the first such annual increase shall be upon expiry of period for which fees are agreed to be fixed and annually thereafter.

5. LIMITATION OF LIABILITY

5.1 In respect of any claim, loss, damage or expense, however arising, Company's liability to the Client shall in no circumstances exceed the amount of Company's fee paid by the Client. Under no circumstances shall the Company be liable for any consequential loss, loss of profits, loss of contract, damage sustained by or loss to any third parties or similar claims.

5.2. Any claims for loss or damage arising out of the performance or non-performance of this Agreement must be lodged with written notice within 30 days after receipt by the Client of test results. Failure to do so within the stipulated period shall constitute an absolute bar to any claims for loss or damage against the Company.

5.3. Limitations of Drug and Alcohol Test - The tests provided by the Company are very accurate. However, all tests have limitations. A negative test result indicates that no substance was detected. Whilst, a negative result gives a very accurate indication of whether the person in question has or has not used a substance in the defined time period, but it cannot give an absolute guarantee in that respect. Respectively, a positive result merely indicates that a relevant substance was found in the sample. The Client acknowledges and accepts that it has been fully informed by the Company regarding the tests limitations and has read, understood and accepted the limitations applicable to the test/s it has ordered to be carried out and that waives any rights to raise any claims (including but not limited to any damage sustained by it or any losses whatsoever incurred to it) against the Company related to any potential false result that may occur from such testing.

5.4. Couriers – All samples will be dispatched to the designated laboratory for analysis. Tracked courier services are used for all return sample shipments. Courier firms used are independent entities and delays do occur for a variety of reasons. The Company will carry out its best endeavors to mitigate the effect of any such courier delays; however, it will not be held liable and bear no liability whatsoever for any damage, direct or indirect, consequential or otherwise, loss of profit, loss of contract, or any other losses, damages or losses to third parties due to such delays, or of samples lost or damaged during shipping.

6. FORCE MAJEURE

6.1 For the purposes of this Article 6, "Force Majeure" shall mean an event, the occurrence of which is beyond the reasonable control of the claiming Party, and which renders either the Client or the Company unable, wholly or in part to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party), which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation.

6.2 If, as a result of Force Majeure, a Party is rendered unable, wholly or in part, to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party):

6.2.1 The Force Majeure shall be immediately notified in writing by the Party prevented from carrying out its obligations because of such Force Majeure to the other Party explaining the causes, and demonstrating the diligence used to remove or mitigate the effects of such Force Majeure;

6.2.2 The obligations under the Agreement shall be suspended until the cessation of the Force Majeure, which shall be notified in writing.

6.3 Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from an act or event of Force Majeure. If the disability continues for more than fifteen (15) days, then the non-disabled Party will have the right to terminate this Agreement without incurring any liability whatsoever.

6.4 In the event that the Company finds itself temporarily unable to deliver some or all of the Services due to or in connection with a pandemic (for example Covid-19) either at all or within agreed timeframes or to an agreed programme, this shall not be considered a Force Majeure event entitling one party to terminate the agreement. Instead the Parties agree that under such circumstances delivery of that part of the Services that cannot be delivered shall be postponed until a date acceptable to both parties, each acting reasonably.

7. DATA PROTECTION

7.1 Both Parties undertake that they, their employees or any person acting on their behalf shall comply with all privacy applicable laws and regulations in particular the EU General Data Protection Regulation 2016/679 of 27 April 2016 and shall complete an annex detailing any personal information to be processed where necessary.

8. ASSIGNMENT AND SUBCONTRACTING

8.1 The Company at its sole discretion may assign, cede, transfer its rights and obligations or delegate the performance of all or a portion of the Services under the Agreement, subject to compliance with the requirements of any applicable accreditation scheme where relevant, to an affiliate, agent or subcontractor of the Company without prior notice to the Client, and the Client hereby consents to such delegation. The Client shall not without Company's consent, cede, assign, transfer, subcontractor or deal in any manner with all or any of its rights or obligations under the Agreement.

8.2 All technicians and other personnel supplied by the Company in the performance of any Services shall at all times remain employees, agents or sub-contractors (as the case may be) of the Company. As such, all such persons shall be answerable to and subject to the instructions of the Company at all times. Unless otherwise agreed by the Company, such persons shall not be obliged to follow any instructions of the Client with the exception of health and safety rules applicable to the Client's employees on the site where the Services take place.

9. MISCELLANEOUS

9.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a Party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

9.2 If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

9.3 Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership, joint venture, trust or association of any kind between the Parties, nor constitute any Party the agent of the other Party for any purpose.

9.4 To the fullest extent permitted by law and except as expressly provided for in the Agreement, a person who is not a party to the Agreement shall not have any rights under or in connection with the Agreement.

9.5 The Company may terminate the Agreement at any time and for any reason, without incurring any liability to the Client, by giving not less than 30 (thirty) days' written notice to the Client. Without prejudice to any other rights or remedies which the Company may have, the Company may terminate the Agreement, without liability to the Client, immediately on written notice to the Client if the Client acts in breach of laws, or is subject to international sanctions.

9.6 Headings are for information only and shall not affect the interpretation of these General Conditions.

9.7 No alteration, amendment or waiver of any of these General Conditions shall have any effect unless agreed to in writing and signed by an authorized representative of the Company.

9.8 Notwithstanding Article 9.7, the Client agrees that the Company has the right to amend, delete and add to these General Conditions. The Client further agrees that such amendments, deletions and additions will be effective immediately upon notice being given by posting notice of such changes on the Company's website or by communicating such notice to the Client by e-mail.

10. GOVERNING LAW AND JURISDICTION

10.1 This Agreement shall be governed and construed in accordance with English law and the parties submit themselves to the jurisdiction of the English Courts.

Any dispute relating to this Agreement, or the Services shall be subject to the jurisdiction of the LMAA, Small Claims Procedure.