



R.N. Stige

STIGE

**CONSULTANCY
SURVEYS
MANAGEMENT
SUPERVISION**

Alessio Gnecco

Naval Architect & Marine Engineer

FRINA



MIIMS



AIPAM



ORDINE INGEGNERI



General Terms and Conditions

Revisione 01
Genova, 08.10.08

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1. Definitions*The Supplier:*

Stige Consulting and Surveys and/or Alessio Gnecco

The Client:

The company, firm or person with whom The Agreement is made.

The Agreement:

The Agreement between the Supplier and the Client constituted by the attached "Requirements Confirmation" and these "General Terms & Conditions".

2. General

Unless otherwise agreed in writing by the Supplier the "Requirements Confirmation" signed by the Client and these "Terms and Conditions" shall constitute the entire Agreement between the Client and the Supplier.

3. Scope of Work

(a) the Supplier hereby agree to provide services in accordance with the Client's instructions as set out in the "Requirements Confirmation" ("the Services").

(b) the Supplier will not vary the scope of the work unless instructed to do so by the Client. Where a variation in the scope of work is requested, the Supplier will advise the Client what effect this variation will have on the cost and completion date of the Services.

4. Assignment

Neither party shall transfer or assign its rights or obligations under the Agreement without the prior written consent of the other party, provided that:

The Client may transfer any or all of its rights under the Agreement to any of its affiliate companies, in which case the Client shall procure the acceptance by the assignee of the terms, conditions, exceptions and exemptions of the Agreement

5. Delegation

If the Supplier considers it more efficient or convenient, the Supplier may in its discretion procure advice, assistance and services, which its renders under the Agreement, from other persons and companies (the "Subcontractors") and may in its discretion delegate performance of one or more of its obligations under the Agreement.

6. Performance

(a) the Supplier will provide the Services to the best of its ability, exercising reasonable care and skill at all times. All reports should be provided directly from the Supplier. In the event that the Supplier needs to employ Subcontractors and in the event that the Subcontractors report directly to the Client, then the Supplier is under no liability to the Client for anything that is said nor for any of the matters contained in the report of the Subcontractors.

(b) the Supplier shall not be liable to the Client for any failure to meet any time limit agreed for supplying the Services.

7. Liability & Indemnity

(a) The Client shall not sue any Subcontractor for any loss or damage of any nature whatsoever suffered by the Client and connected with the performance of the Agreement. The Client's sole remedy shall be against the Supplier under this clause 7.

(b) Any errors or omissions in the Services provided by the Supplier will be corrected as soon as practicable and if correction is reasonable, provided the errors or omissions are reported to the Supplier by notice in writing within 1 month of completion of the Services. Where the notice is not given to the Supplier within the time allowed, the Supplier shall be under no duty to make any such corrections.

(c) the Supplier operate in an advisory capacity at all times and are not responsible for any loss or damage that may arise when such advice is ignored, misinterpreted or incorrectly carried out by any party or person not connected with the Supplier.

(d) In the event that any claim is made against the Supplier arising out of the Services, the Supplier shall under no circumstances whatsoever be liable for an amount exceeding an amount equal to 5 times the fee paid by the Client for the relevant part of the work and in any event not exceeding EUR 20.000.

(e) the Supplier shall have no liability in any circumstances whether in contract, tort or otherwise, including but not limited to liability for negligence, for any loss of revenue, business, anticipated savings or profits or for any loss of use or value for any indirect or consequential loss. Such exclusion of liability shall apply regardless of whether any such losses arise by reason of matters which might reasonably be expected to be in the contemplation of the Supplier or from matters which the Supplier have special and particular knowledge.

(f) If the Supplier does incur third part liability of any nature whatsoever arising out or connected with performance of the Agreement then (subject to clause 7. (h) below) the Client shall indemnify the Supplier, or such Subcontractor against such third party liability and costs and expenses relating thereto, and this indemnity shall apply even if the third party claim was based on negligence. Further to the extent that the Supplier may have indemnified any Subcontractor against such third party liability, cost and expenses (which the Supplier at its sole discretion shall be entitled to do) then the Client shall thereupon be liable to indemnify the Supplier accordingly.

(g) the Supplier shall have no liability whatsoever for any damage or injury caused in connection with a service provided. Notwithstanding the foregoing, all Stige employees will take all reasonable precautions when carrying out their duties.

(h) In entering into the agreement contained in clause 7. the Supplier contracts both on its own behalf and as agent on behalf of Subcontractors and also as trustee for their benefit.

(i) Where proceedings have not been commenced in accordance with Clause 16. of these Terms & Conditions, in respect of any claim arising out of or in connection with the Services, within 12 months after the completion of the Services, all liabilities of the Supplier in respect of such claims shall automatically cease and there shall thereafter be an absolute bar to proceeding with any such claim against the Supplier.

GENERAL TERMS AND CONDITIONS

8. Information, Confidentiality and Intellectual Property

(a) The Client undertakes to keep confidential any confidential information disclosed to it by the Supplier and not to disclose the same either complete or in part to any third party (including subsidiary companies, holding companies or associated companies) without the Supplier written approval, such undertaking to continue notwithstanding the expiry or termination of the Agreement for so long as the information in question has not:

- (i) become part of the public knowledge or literature without default on the part of the Client or
- (ii) been disclosed to the Client by the third party (other than one disclosing on behalf of the Supplier) whose possession of such information is lawful and who is under no secrecy obligation with respect to the same.
- (iii) for a period of 10 years from the date that the Agreement is completed or terminates.

(b) the Supplier shall undertake to keep confidential any confidential information disclosed to it by the Client and the Supplier shall be liable to the same constraints as imposed by clause 8. (a) on the Client.

(c) Any report reproduced or services provided in accordance with the agreed Service are intended solely for the use of the Client and will not be further distributed, circulated or published without the express agreement of the Supplier in writing.

(d) Unless otherwise agreed in writing by the Supplier, the ownership of, and the rights to, copyright, design or intellectual property arising out of the Services shall remain with the Supplier.

9. Disclaimer

In compiling any reports the Supplier may have relied on information supplied by the Client and/or by third parties which has not been verified and the Supplier accept no liability for any consequences whatsoever arising from the inaccuracy of such information.

10. Conflict of Interest

Where a potential conflict of interest arises the Supplier will, once they become aware of the situation, immediately advise all parties and will take whatever steps are appropriate in the circumstances.

11. Prices

(a) Any estimate or quotation given in the "Requirements Confirmation" will remain valid for 30 days from the date of the same.

(b) Travelling and delay time will be charged according to the applicable daily rate.

(c) VAT and other local or national taxes are excluded and will be charged as necessary.

(c) If any payments to be made under the Agreement shall be subject now or in the future to taxes, levies or charges of whatever kind in the country in which the Client is incorporated and/or operating and which the Client or the Supplier is required to pay or which the Client is required to withhold, the Client shall pay such sums as shall yield to the Supplier after payment or withholding of such taxes, levies or charges the full amounts payable to the Supplier under the Agreement as if such taxes, levies or other charges were not paid or withheld.

(d) The Client will be liable for and will reimburse the Supplier for all fees and expenses incurred in respect of the Services provided. the Supplier will not normally provide an itemized breakdown of costs, but will be pleased to do so at the request of the Client.

12. Payment

(a) Payment(s) shall be done as specified in the "Requirement Confirmation".

(b) Where an invoice is not paid by the due date, the Supplier reserves the right to charge year interest at 10% on amounts outstanding from the date of the invoice.

(c) Except when there are self evident errors in the invoice payment shall be made by the Client notwithstanding any dispute relating to the billings. Any adjustment consequent upon settlement of such disputes shall be made within thirty days following the settlement.

(d) Where any payment becomes overdue by more than sixty days, the Supplier shall without prejudice to any of its other rights, be entitled to terminate this Agreement whereupon payment will become due and the value of the Services will be that at the time of the termination of the Agreement.

13. Completion of the Agreement

The Agreement will be considered completed on the date of the final invoice issued by the Supplier covering the full balance of the agreed price.

14. Termination of the Agreement

(a) the Supplier have the right to terminate this Agreement where:

- (i) circumstances beyond the control of the Supplier make it unreasonable to continue with the Services.
- (ii) the Client is in breach of this Agreement and fails to respond within 5 working days of written notification by the Supplier.

(b) in accordance with above clause 12. (d)

15. Force Majeure

Neither party to the Agreement shall be in breach of any obligation hereunder (other than the obligations of the Client to make payment of any monies due to the Supplier) insofar as performance thereof has been delayed, hindered, interfered with or prevented by any circumstances beyond its reasonable control.

16. Law

The proper law of the Agreement is Italian Law and Italian Law shall be used to interpreting the Agreement and for resolving all claims or disputes arising out or connected with the Agreement (whether based on contract, tort, or any other legal doctrine).

Any such claim or dispute not settled by negotiation shall be settled by arbitration as per Articles from 806 to 840 of the Italian Code for Civil Proceedings.

The language of the Arbitration shall be Italian.