

Terms and conditions for services rendered by Enskär Consulting AB

1. Definitions

"Surveyor"/"Consultant" is the Surveyor/Consultant trading under these conditions.

"Client" is the party at whose request and/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.

"Payment Due Date" means 30 days (or other such time period as may have been agreed in writing between the parties) following the relevant invoice date.

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. If the Client does not provide written instructions, the Surveyor/Consultant will provide written notice of the services it will provide for the Client to agree. 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. Invoicing and Payment Terms

(a) Invoicing Fees and Disbursements

The Client shall pay the Surveyor/Consultant's Fees and Disbursements punctually in accordance with these Conditions and in any event not later than the Payment Due Date or in such other manner as may have been agreed in writing between the parties. Fixed charge of 0,5 hour for Administration & Invoicing and minimum 0,5 hour for Registration, coordination & communication will be added to our fee invoice, unless otherwise specified in quote. Any questions regarding items or amounts included in an invoice should be raised by before the Payment Due Date, otherwise the entire invoice amount shall be deemed as accepted by the Client. Overdue payments shall bear interest at the rate prescribed according to the invoice.

(b) Payments on Account

The Client may be asked for payments on account of Fees and/or Disbursements from time to time and it is a condition of the Surveyor/Consultant's acceptance of the Client's instructions that the Client agrees to make such payments. It should be clearly understood that the total amount of Fees and Disbursements in the matter may amount to more than the payments on account requested. Monies on account will be paid into a client account until used for disbursements or until delivery of an invoice. The Client may request confirmation of the monies remaining on account at any time. If further requests for payment on account are not paid promptly by the Client, the Surveyor/Consultant reserves the right to decline to act further.

(c) Cancellation of work

If Surveyor/Consultant is unable to carry out/attend job due to late, incomplete, inadequate, inaccurate or ambiguous instructions, or because of late cancellation the Client shall be charged 70% of quoted amount, or if invoiced per hour all work performed so far plus work needed to return, complete or otherwise needed for successful cancellation of work, including all expenses accrued up to point of know cancellation and additional costs associated with the successful cancellation of work, e.g. return fares, mileage, hotels, cancellation fees. Late cancellation is to be understood as termination by the Client within 24 hours of start of work or travel to location of work.

(d) Bank fees and dues

The Client shall pay all relevant payment fees issued by both transferring and receiving bank relative to payment of invoices issued by Enskär Consulting AB.

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 documents, 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/Consultant

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, or otherwise not relevant to scope of work agreed.

(d) Confidentiality

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.

(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 and Disbursements up to the date of notification.

6. Third Parties

Except as otherwise provided by law this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

7. Liability

(a)

Without prejudice to Clause 8, 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 gross negligence or willful default of the Surveyor/Consultant or any of its employees or agents or sub-contractors.

The Client's relationship is solely with Enskär Consulting AB. No representative of Enskär Consulting AB has any personal legal liability to the Client whether in contract, tort (including negligence) or otherwise. The fact that Representative signs in his or her name any documents or email in the course of carrying out the Consultancy Services does not give rise to any personal legal liability separate to that of Enskär Consulting AB.

(b)

In the event that the Client proves that the loss, damage, delay or expense was caused solely by the gross negligence or willful 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 never be greater than the Surveyor's/Consultant's charges. 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.

8. 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 subcontractors 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.

9. 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.

10. Insurance

The Surveyor/Consultant shall affect 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.

11. 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 without the prior written consent of the Client. 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.

12. 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 three months from the submission date of the Report to the Client, or otherwise considered date of completion of work.

13. Jurisdiction and Law

These Conditions shall be governed by and construed in accordance with the laws of Sweden and any dispute shall be subject to the exclusive jurisdiction of the Swedish Courts. The Swedish Court where a complaint can be raised is Uppsala Tingsrätt.