

Standard Terms & Conditions (STCs)

1) Definitions

- a) "Company" is Rennie Murray & Co (Pty) Ltd registered in South Africa under registration number 1999/000572/07.
- b) "Client" is the party at whose request or on whose behalf the Company undertakes surveying services.
- c) "Report" means any final written report supplied by the Company or its subcontractors in connection with instructions received from the Client.
- d) "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.
- e) "Fees" means the fees charged by the Company to the Client and including any value added tax where applicable and any Disbursements.

2) Scope and Application

- a) All services undertaken or provided by the Company, or any liability which may apply to the Company, whether or not arising from the performance of the services are solely in accordance with these STCs. These STCs apply to all entities appointing the Company for required services.
- b) These STCs will take precedence over any terms contained in the Client's standard trading terms or purchase orders.

3) Services

- a) The Client will set out in writing the services which it requires the Company to provide. The Company will confirm in writing that it accepts those instructions alternatively what services it will perform in connection with the Client's instructions. Once the Company 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) Remuneration and Payment

- a) Any quotations or estimates shall be valid for a period of 30 days only. Any quotation or estimate is subject to amendment without notice, having regard to, among other things, change in the cost of performing any service, changes in currency exchange rates and upward movements in amounts payable to third parties.
- b) The Client shall pay the Company Fees punctually in accordance with these STCs without deduction or set-off 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.
- c) Any delay in payment shall entitle the Company to raise interest at as provided in terms of the Prescribed Rate of Interest Act or any amendments to the Act.
- d) The Company shall under no circumstances be precluded from raising a debit and obtaining payment in respect of any Fees or Disbursements due to it notwithstanding the fact that a previous debit or debits, whether excluding or partly excluding the items subsequently requiring to be charged or recovered, had been raised and whether or not any notice had been given that further debits were to follow.
- e) The Client acknowledges that the Company shall be entitled to provide invoices, statements and supporting documents in electronic form, and accepts electronic invoices for the purposes of claiming value added tax.

5) Obligations and Responsibilities

- a) Client: The Client undertakes to ensure that full instructions are given to the Company 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 Company shall not be liable for the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions.
- b) Surveyor: The Company's Surveyor or appointed Consultant shall use reasonable care and skill in the performance of the services in accordance with sound marine surveying/consulting practice.
- c) Reporting: The Company 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: Each party undertakes not to disclose any information provided in confidence by the other party to any third party and will not permit access to such information by any third party unless the disclosing party expressly grants permission, save where required to do so by an order of a competent court of law. The Parties shall only process each other's personal information or that of their employees in accordance with the requirements of the Protection of Personal Information Act, 4 of 2013 and / or the EU General Data Protection Regulation as applicable.
- e) Property: The right of ownership in respect of all original work created by the Company's Surveyor/Consultant remains the

property of the Company.

- f) Conflict of Interest/Qualification: The Company 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 Company 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 (whether in contract or in delict or arising from the provision of the services or not) UNLESS same is proved to have resulted solely from the gross negligence or wilful default of the Company's 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 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 Company's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a sum calculated on the basis of the Company's Fee note issued (excluding Disbursements) or USD 2 000.00 whichever is the greater.
- c) The Company 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.
- d) Notwithstanding anything to the contrary contained in these STCs or elsewhere, the Company shall not be liable for any indirect loss, including but not limited to: consequential, incidental or remote loss; special or speculative damages; or loss of profit, business or production

7) Indemnity

- a) Except to the extent and solely for the amount therein set out that the Company would be liable under Clause 6, the Client hereby undertakes to keep the Company 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 Company may suffer or incur (either directly or indirectly) in the course of the services under these STCs.

8) Force Majeure

- a) Neither the Company nor the Client shall, except as otherwise provided in these STCs, be responsible for any loss, damage, delay or failure in performance hereunder arising or resulting from a *force majeure* event (which includes but is not limited to an act of God, act of war, act of authority, seizure under legal process, changes of law, quarantine restrictions, epidemics, pandemics, fire, explosion, terrorism, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people).
- b) The party subject to the *force majeure* event shall give prompt notice to the other party. Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the party seeking relief gives notice of the *force majeure event* relied upon and shall terminate upon the date which such event ceases to exist.
- c) The Parties hereto shall co-operate and collaborate and use all reasonable efforts to overcome the *force majeure event* concerned and/or nullify its effect. If the *force majeure event* substantially or permanently prevents the continued performance by either party of its obligations in terms of these STCs or any agreement between the parties for a period exceeding 30 consecutive days, then either party shall be entitled, by giving notice in writing, to terminate the said agreement with effect from 7 days after giving of such notice.

9) Insurance

- a) The Company shall effect and maintain, at no cost to the Client, Professional Liability Insurance for such loss and damage for which the Company may be held liable to the Client under these STCs.

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

- a) The Company shall have the right to sub-contract any of the services provided under the STCs, subject to the Client's right to object on reasonable grounds. In the event of such a sub-contract the Company shall remain fully liable for the due performance of its obligations under these STCs.

11) Compliance

- a) The parties, as well as their agents, employees, subcontractors and intermediaries, must comply with any anti-corruption legislation applicable to either or both Party. This includes not giving or offering to give, receiving or offering to receive any bribe, facilitation payment, political contribution, gift or other advantage which violates this anti-corruption legislation.
- b) The parties, as well as their agents, employees, subcontractors and intermediaries, hereby warrant that they have not and

will not engage in any anti-competitive behaviour in relation to these STCs.

12) Breach and Termination

- a) Without prejudice to its rights under these STCs, any agreement between the parties and/or at law, either party shall be entitled to cancel any agreement between it and the other Party by written notice if: the other Party commits any breach of its obligations under these STCs or the said agreement and fails to remedy that breach within 14 days of its being given written notice to do so; or the other Party commits any act of insolvency in terms of any applicable insolvency legislation or commences business rescue proceedings.

13) Time Bar

- a) Any claims against the Company 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.

14) Jurisdiction and Law

- a) These STCs shall be governed by and construed in accordance with the laws of the Republic of South Africa and any dispute shall be subject to the exclusive jurisdiction of the High Court of South Africa exercising its jurisdiction.
- b) Each Party chooses as its *domicilium citandi et executandi* for all purposes under these STCs the physical address most recently provided by it to the other in writing.

15) General

- a) Notwithstanding the Electronic Communications and Transactions Act, 2002, no amendment or variation of these STCs shall be of any force or effect unless reduced to writing and physically signed by a duly authorised director of the Company. The Company shall only be deemed to have received electronic data and/or messages when such electronic data and/or messages have been retrieved, processed and read by the addressee.
- b) No failure, refusal or neglect by a party to exercise any rights under these STCs, or to insist upon strict compliance with or performance of obligations, shall constitute a waiver of the provisions of these STCs. A party may at any time require strict compliance with the provisions of these STCs and shall not be prejudiced or estopped from exercising any of its rights which may have arisen in the past or may arise in the future.
- c) In the event that any of the provisions of these STCs are by virtue of any legislation or otherwise held to be illegal, invalid, prohibited or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, invalidity, prohibition or unenforceability and each of the remaining provisions shall remain in full force and effect as if such illegal, invalid, prohibited or unenforceable provision was not a part of these STCs.