



CONDITIONS OF BUSINESS

1) Agreement:

a) These Conditions of Business constitute the entire agreement between the Company and the Client, to the exclusion of all other representations, statements, conditions, terms, warranties whether expressed, implied, statutory or otherwise except any implied by law or statute which cannot, by law, be excluded.

b) The term "Company" shall mean *MER Solutions Asia Pacific Pty Ltd.*

c) The term "Client" shall mean such Client or Customer of the Company who has entered into a valid and binding contract with the Company, and agreed to be bound by these Conditions of Business

2) Assignment:

a) Except for Clause 2b, Neither party shall, without the consent in writing of the other, assign or purport to assign or make over or dispose of in any way whatsoever any of its rights or obligations contained herein or resulting here from.

b) The Company shall be entitled to employ consultants and/or surveyors and/or to subcontract elements of the duties to be undertaken hereunder, but on the understanding that the Company shall remain responsible for the carrying out of such duties and shall be liable for the actions of the parties employed by it in accordance with the terms contained herein.

3) Scope of Work/Services:

a) The Scope of Work (SOW) to be performed by the Company will be as described in the Client's written SOW and/or services which shall form part of Client's Purchase Order (PO) acknowledgement. Client's PO will also contain, as attachments, any other supporting documents required to complete the SOW/services. The Company shall have the right to make any changes to the SOW/Services which are necessary to comply with any applicable law or safety requirement, and any such changes shall be notified to Client.

4) Travel:

a) Any visa or other documentation requirements for attending work sites shall be charged to Client, along with tariff rate costs of any time incurred for attending embassies, etc. for obtaining such visa/documentation.

b) Flights over 6 hours in duration, and any overnight travel that requires personnel to attend site immediately next morning shall be Business Class.

5) Terms of Payments:

a) Company invoices will be submitted on completion of works unless such works are carried out over a period that exceeds 14 (fourteen) days, in which case Company shall invoice fortnightly in arrears.

b) A set of Company tariff rates is available on request. Fees and per diems (where applicable) are charged at nett. All other expenses will be charged at cost plus 10% handling charge.

c) Payment of all fees and expenses are to be paid within 30 days of receipt of invoice. Failing such, interest of 1.5% per month is chargeable on any overdue balance until such time as invoice has been paid in full.

6) Taxes:

a) Unless specified otherwise in writing, all prices and rates quoted by Company are nett to be paid after payment of any with-holding tax; government service tax (GST), value added tax (VAT) or any other taxes or duties payable.

7) Termination:

a) Either party may terminate this agreement at any time by giving 7 (seven) days written notice to the other party. In the event of termination, Company shall be paid all fees and expenses incurred up to the date of termination, together with any costs of settlement of any outstanding obligation

8) Liability

a) Without prejudice to clause 9, Company shall be under no liability for any loss, damage, delay or expense to Client UNLESS same is proved to have resulted solely from the negligence or wilful default of the Company or its agents or sub-contractors

b) In the event that Client proves that the loss, damage, delay or expense was caused by the Company's negligence or wilful default, then any incident or series of incidents shall never exceed the value of Company's Professional Indemnity insurance.

9) Insurance / Indemnities

a) Company will accept liability for, and indemnify and hold harmless the Client against any and all claims, losses, damages and/or costs of liabilities of any sort in respect to:

- i) Death, sickness or injury of Company personnel or sub-contractor,
- ii) Damage to or loss of any property or equipment owned by Company or sub-Contractor,

b) Client will accept liability for, and indemnify and hold harmless Company against any claims, losses, damages, and/or costs of liabilities of any sort in respect to:

- i) Death, sickness or injury to any employee, officer or agent of the Client or 3rd party,
- ii) Damage to or loss of any property or equipment owned by Client or 3rd parties of the client.

c) Company shall procure and maintain Profession Indemnity insurance of value of not less than A\$1,000,000 (One million Australian dollars) for provision of services

d) Company shall procure and maintain Workers Compensation insurance.

10) Obligations and Responsibilities

a) CLIENT:

- i) Client shall provide full Scope of Works (SOW) and/or Services which shall form part of Client provided Purchase Order (PO)
- ii) Client shall arrange for any necessary access to vessel/site including arranging attendance at any vessel/site inductions. Attendance at any inductions shall be charged at Company tariff rates.
- iii) Client shall ensure that all necessary provisions are made to ensure safe and secure access to and at vessel/site, for Company personnel

b) COMPANY:

- i) Company personnel shall ensure that they are medically fit to undertake the SOW/Services requested by Client
- ii) Company shall use reasonable care and skill in the performance of Services, in accordance with sound Marine Surveying and/or Consulting practises.
- iii) Company shall provide any written reports to Client as agreed as part of the SOW/Services
- iv) All original works created by the Company personnel shall remain the Property of the Company
- v) Company personnel shall maintain any necessary personal qualifications and/or certificates required to carry out the SOW/Services
- vi) Company shall promptly notify Client of any matter including conflict of interest or lack or suitable qualifications and/or experience, which would render it undesirable for the Company to continue its involvement with the appointment.

12) OTHER:

a) Force Majeure

Any delay in the performance of SOW/Services by either Client or Contractor arising from an event not reasonably foreseeable and beyond the control of either party shall not be deemed a Breach of Contract. Company shall not be liable to Client for any direct, indirect or consequential loss or damage suffered by the Client as a result of the Company's inability to perform its obligations under these circumstances. For avoidance of doubt, Company shall be entitled to all fees and costs until such time as SOW/Services have been completed, or SOW/Services have been terminated. Should Force Majeure conditions continue for more than 30 days, then either party may terminate the agreed SOW/Services contract by giving 7 (seven) days written notice to the other party, without incurring any penalty or damage.

b) Jurisdiction and Law: These conditions shall be governed by and construed in accordance with the Laws of the State of Queensland and any dispute shall be subject to the Queensland courts.