

Terms and Conditions for Euro Inspections A/S:

1. Termination:

1.1 Either Party may terminate the Agreement after giving a thirty (30) days' notice of termination to the other Party in writing.

1.2 All fees, expenses, disbursements, and outstanding obligations incurred by Euro Inspections A/S shall be paid up until the date of termination.

2. Force Majeure:

Any delay in performance under the Agreement that arises out of an event that cannot have reasonably been foreseen shall be considered a Force Majeure and will not render either Party in breach of the Agreement. The Surveyor/Consultant and/or the Client shall not be responsible for any loss, damage, delay, or failure in performance due to Force Majeure events such as acts of God, war, terrorist attacks, nuclear contamination, legal seizures, epidemics, strikes, riots, or government restraints. Following a Force Majeure event, either party may terminate the agreement with notice.

3. Miscellaneous:

3.1 The Agreement for Services, inclusive of these Conditions, constitutes the complete contractual agreement between Euro Inspections A/S and the Client.

3.2 The Agreement for Services supersedes all previous agreements for the same Services between Euro Inspections A/S and the Client and excludes all other statements, conditions, terms, and warranties both expressed and implied unless they cannot be excluded by law or statute.

3.3 If a court determines that a term or terms of these Conditions are unreasonable, such terms shall be excluded while the remainder shall remain valid.

3.4 Neither Party shall assign its rights or obligations under the Agreement without the written agreement of the other.

3.5 Failure to enforce any rights under the Agreement shall not imply waiver of those rights.

3.6 Any variations to the Agreement must be agreed in writing and signed by authorized representatives of both parties.

3.7 No amendments to these Conditions shall be valid unless in writing and signed by authorized representatives of both Parties.

4. General Average and Salvage:

4.1 The Client agrees to indemnify Euro Inspections A/S against all general average and salvage charges which may be levied against the cargo in accordance with Danish law.

5. Governing Law & Dispute Resolution:

5.1 These Conditions shall be governed by Danish Law.

5.2 Disputes shall be resolved by arbitration under the Danish Institute of Arbitration Rules, with three arbitrators, in Denmark, and in Danish. The arbitration decision shall be final and binding, and proceedings shall be confidential.

5.3 Disputes related to payment of invoices may be submitted to the Courts of Denmark or any other competent local Court at Euro Inspections A/S's discretion.

6. Code of Ethics:

6.1 Each Party shall comply with all applicable laws, statutes, rules, economic and trade sanctions, and regulations. This includes laws regarding child labour, forced labour, collective bargaining, discrimination, abuse, working hours, minimum wages, anti-bribery, anti-corruption, and data protection. Each Party warrants against offering, paying, or authorizing any money or gift to any government official or employee.

7. Definitions:

"Surveyor"/"Consultant" refers to the Surveyor/Consultant trading under these conditions.

"Client" refers to the party at whose request or on whose behalf the Surveyor/Consultant undertakes services.

"Report" means any report or statement supplied by the Surveyor/Consultant in connection with instructions received from the Client.

"Disbursements" include reasonable costs for photography, reproduction, printing, travel, subsistence, and necessary expenses.

"Fees" mean the charges by the Surveyor/Consultant, including VAT and any Disbursements.

8. Scope:

The Surveyor/Consultant shall provide its services solely in accordance with these terms and conditions.

9. Work:

The Client will provide written instructions for services required. The Surveyor/Consultant will confirm acceptance or specify services to be performed. Changes or additions must be agreed upon in writing.

10. Payment:

The Client shall pay Fees punctually, no later than 30 days following the invoice date, or as agreed. Delays in payment entitle the Surveyor/Consultant to interest at 8% above the Bank of England's Base Lending Rate.

11. Obligations and Responsibilities:

(a) The Client must ensure full instructions and access for the Surveyor/Consultant and take necessary safety measures. The Surveyor/Consultant is not liable for late, incomplete, or inaccurate instructions.

(b) The Surveyor/Consultant shall use reasonable care and skill in performing services.

(c) A final Report will be submitted following completion of services unless instructed otherwise.

(d) The Surveyor/Consultant will maintain confidentiality of information unless required by law.

(e) Ownership of original work remains with the Surveyor/Consultant.

(f) The Surveyor/Consultant will notify the Client of conflicts of interest or lack of qualifications and be paid up to the date of notification.

12. Liability

(a) The Surveyor/Consultant is not liable for any loss, damage, delay, or expense unless due to negligence or willful default.

(b) Liability is limited to five times the Surveyor's/Consultant's charges or a specified amount.

(c) The Surveyor/Consultant is not liable for loss or damage to property provided by the Client unless due to intentional or reckless acts.

13. Indemnity

The Client shall indemnify the Surveyor/Consultant against all actions, claims, liabilities, costs, and expenses arising from the Services, except to the extent of the Surveyor/Consultant's liability under Clause 12.

14. Insurance

The Surveyor/Consultant shall maintain Professional Liability Insurance at no cost to the Client.

15. Right to Sub-contract

The Surveyor/Consultant may sub-contract services with the Client's right to object. The Surveyor/Consultant remains fully liable for performance.

16. Time Bar

Claims against the Surveyor/Consultant are time-barred one year after the Report submission date.

17. Jurisdiction and Law:

These Conditions shall be governed by Danish law, with any disputes subject to the exclusive jurisdiction of the Danish Courts.