



Ref.: AMAREX CDG 06-2017 – ENG - Rev. 0

## GENERAL TERMS AND CONDITIONS

### **Article 1: General terms and conditions application**

Unless otherwise expressly agreed upon in writing, these Terms and Conditions shall apply to all requested services from the Survey Company, the Survey Company having been instructed in written or verbally by the Client and to all any other request related with such services.

### **Article 2 : Definitions**

#### *2.1. Survey Company*

The survey company AMAREX, including its employees and all parties which whom a cooperation or an authorization is compulsory or needed for the survey.

#### *2.2. Client*

Any person or legal entity or company or the administration which instructs and pays for the Service of the Survey Company. If the Client acts on behalf of a third party, the client shall specify the identity of the person or of the entity which instructs or will pay for such Service.

#### *2.3. Service*

The Service designates all the technical acts accomplished by the Survey Company for the fulfilment of the mission entrusted with by the Client. The service ends by with the delivery of the final written report (or verbal in case this is specifically requested by the Client) to the Client, together with the invoicing of the fee and expenses from the Survey Company.

#### *2.4. Contract*

The survey Contract is considered as concluded solely after receipt by the Client of the written confirmation that the Survey Company will intervene.

### **Article 3: Obligation of the parties**

#### *3.1. Obligation of the Survey Company*

The Survey Company shall execute the Service in accordance with the instructions given by the Client, the rules and customs applicable to the art and the methods which he considers the most appropriate.

The Survey Company issues a final report based on information supplied by the Client and shall not be liable for incorrect or missing information due to the Client.

All data, correspondences, documents or analysis are stored by the surveyor during the course of the Service and for one year after the delivery of its final report to the Client, unless otherwise instructed by the Client.

Notwithstanding the dispositions of the previous paragraph, the Survey Company shall store all material samples taken in the course of the Service for a period of three months only after the delivery of the final report, unless otherwise agreed between the parties.

#### *3.2. Obligation of the Client*

The Client shall inform the Survey Company as soon as possible in respect of any information that could be useful or necessary to the Survey Company for the accomplishment of its Service. The Client shall inform the Survey Company in respect of the existence of any potential or known risk or danger that could physically or morally harm the Survey Company in the course of its Service.

## **AMAREX**

**Expertise Maritime / Marine Survey – Evaluation des risques et dommages / Risk & Damage Assessment**

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**Article 4: Fees and Expenses**

The services provided by the Survey Company entirely or partially achieved, lead to payment by the Client of the Fee and Expenses after issuance of the invoice(s) by the Survey Company.

Payment shall be made maximum 30 days after the date of issuance of the invoice. In case of late payment, late interest based on the legal rate will be payable by the Client. Any pending Claim between the Survey Company and the Client shall not delay or cancel the payment of any invoice or any late interests.

**Article 5: Liability**

*5.1. General Liability*

The Survey Company only assumes an obligation to use its best endeavor in delivering its Service. The Survey Company shall only be liable for damage due to its gross negligence or willful misconduct, when proved by the Client that such gross negligence or willful misconduct has directly caused the alleged damage. In any case, the Survey Company shall not be liable for any indirect or financial damage.

The Survey Company shall not be liable for:

- Any damage resulting from predictable facts or circumstances;
- Late execution of the Service in case of partial or total non execution of the Service due to Force Majeure;
- Any damage due to incorrect or erroneous information;
- Any damage to the goods or to materials made available by the Client for the execution of the Service;
- Consequences of external events such as : damage caused by water, fire, explosion, smokes, damage resulting from any natural climatic event, damage resulting from the war, strike, terrorism and sabotage, violent acts.

When the Client instructs solely verbally the Survey Company in respect of the nature and the extent of the mission, the Client shall not be in the incapacity to claim against the Survey Company's fault, unless consequential of the final written report delivered by the Survey Company.

*5.2. Limitation of Liability*

Any liability of the Survey Company shall be limited for each Service to ten times the amount of the Fee and Expenses charged or to be charged by the Survey Company to the Client for the said Service. Liability is, in any case, limited to 10'000€ (\*).

*5.3. Claim*

All claims against the Survey Company from the Client shall be addressed in written to the Survey Company in a period of three months after the delivery of the final report. Any claim will be extinguished after this period of three months.

*(\*) Calling this principle into question must be set out in a written agreement before the completion of the survey work.*

**Article 6: Applicable law and disputes**

Any dispute in relation to this contract shall fall under the exclusive jurisdiction of the Commercial Court of Marseille and shall be governed by and construed in accordance with the French Law.

**Article 7: French Version**

These Terms and Conditions are available in both English and French versions. The Client declares having taken cognizance of these terms and conditions.

In case of discrepancy between these versions, the dispositions of the French version shall prevail.

