

# Standard Terms and Conditions

## **ERRIA**

### 1. Definitions

1.1 In these Standard Terms and Conditions **ERRIA** (incl. Erria A/S, BR Marine Consult A/S & BR Shipmanagement A/S) will be referred to as "**ERRIA**".

1.2 In these Standard Terms and Conditions **ERRIA**'s customer will be referred to as "the Customer".

### 2. Scope of Application

2.1 These Standard Terms and Conditions shall apply between **ERRIA** and the Customer for all assignments undertaken by **ERRIA** on behalf of the Customer, including but not limited to advice on ship design, engineering and other assignments relating thereto. Furthermore, these Standard Terms and Conditions shall apply to assignments relating to ship management as well as to advising and technical assistance related thereto to the extent that such assignments are not covered by special agreement, cf. item 2.2.

2.2 These Standard Terms and Conditions shall not apply to the extent that an agreement has been entered into between **ERRIA** and the Customer on the application of special terms and conditions for an individual assignment or if otherwise provided in **ERRIA**'s offer to the Client.

2.3 Any matters between **ERRIA** and the Customer not governed by these Standard Terms and Conditions or by individually agreed terms and conditions shall be settled according to the Ordinary Rules for Technical Advice and Support 1989 (ABF 89).

### 3. Validity of the Offer

3.1 The offer made by **ERRIA** for the assignment in question shall be valid for a period of three months from the date of the offer, unless otherwise agreed.

3.2 **ERRIA** makes a reservation for the goods being unsold.

3.3 Furthermore, offers may be revoked pursuant to the provisions of the Danish Contracts Act.

### 4. Extent of Delivery

4.1 The extent of **ERRIA**'s obligation to render services in connection with the assignment in question, including but not limited consultancy assistance, drawings, reports, other material as well as ship management and advising and technical assistance relating thereto where such assignments according to items 2.1 and 2.2 are covered by these Standard Terms and Conditions shall finally appear from the offer or the order confirmation to the Customer.

### 5. Time of Delivery

5.1 The time of delivery stated in the offer is subject to goods being unsold, cf. item 3.2.

5.2 The time of delivery stated in the offer commences when receipt of the order has been confirmed by **ERRIA**, when the necessary documentation has been received and when other conditions for the effecting of the assignment offered have been finally settled between **ERRIA** and the Customer.

5.3 **ERRIA** reserves the right to change the offered time of delivery if the conditions for the assignment are changed, if the Customer requests changes in relation to the original offer or if information, decisions or approvals of significance to the assignment are not received due to matters relating to the Customer. The Customer shall immediately in writing notify **ERRIA** of all changes, including changes of the conditions for the effecting of the assignment.

5.4 Furthermore, **ERRIA** reserves the right to change the offered time of delivery in the event of force majeure or situations resembling force majeure, war, warlike conditions, civil disobedience, riots, sabotage, fire, natural disasters, strike, lockout, illness among **ERRIA**'s employees and other events outside the control of the parties shall be considered force majeure and situations resembling force majeure.

5.5 The Customer shall not be entitled to charge **ERRIA** with breach of contract due to change of the offered time of delivery due to reasons set out in items 5.3 and

### 6. Remuneration and Terms of Payment

6.1 The type and size of the remuneration appear from the offer. **ERRIA** shall be entitled to invoice remuneration and disbursements on a monthly basis for the assistance rendered during the said period.

6.2 Costs, include but not limited to, travelling and stationing, costs for copying of drawings, manuals, reports, minutes and other material necessary for the assignment, costs for photos, etc, costs for class approval, certificates and the like and costs of carriage such as stamps, duty, etc. shall be considered disbursements.

6.3 The invoiced remuneration and disbursements shall be payable according to the terms stated in actual offer, normally 8 days after the invoice date. Remuneration and disbursements are quoted ex. VAT, unless otherwise stated in the offer given.

## 7. Limitation of Liability

7.1 **ERRIA** shall not be liable for damage and loss in connection with the carrying out of the assignment defined in the offer on behalf of the Customer irrespective of whether the assignment includes advising on ship design, engineering or other assignments relating thereto or assignments relating to ship administration and advising and technical assistance relating thereto, cf. items 2.1 and 2.2, and which are caused by **ERRIA**, hereunder its employees and/or management, simply or grossly negligence and/or omissions.

7.2 **ERRIA** shall under no circumstances be liable for operating loss, loss of profit, loss of time or other indirect losses.

7.3 **ERRIA** shall as a maximum be liable to compensate an amount corresponding to 20 per cent of the remuneration set out in the offer, maximum DKK 1,000,000.-.

## 8. Corrections

8.1 If errors are found in the material prepared by **ERRIA** for the assignment and it can be proved that such errors were made by **ERRIA**, **ERRIA** shall correct such errors free or charge.

## 9. Confidentiality

9.1 **ERRIA** and the company's employees shall be under a duty of silence in relation to third parties on the assignment itself and on applied working procedures, on the Customer's business secrets, company result and other sensitive information which **ERRIA** or its employees may learn both during and after the carrying out of the assignment on behalf of the Customer.

## 10. Arbitration

10.1 All disputes arising between **ERRIA** and the Customer on the agreed assignment(s) and/or these Standard Terms and Conditions shall be finally settled by arbitration and may not be brought before the ordinary courts. Such disputes shall be settled under Danish law.

10.2 The party requesting arbitration shall notify the other party and shortly state the grounds on which the party bases its claim. Unless the parties agree to let the President of the Danish Maritime and Commercial Court in Copenhagen appoint a sole arbitrator experienced within the business, the arbitration tribunal shall consist of three members experienced within the business of which each of the parties shall appoint one member while the President of the Maritime and Commercial Court in Copenhagen shall appoint the umpire. If a party fails to appoint an arbitrator, the President of the Maritime and Commercial Court in Copenhagen shall appoint an arbitrator on behalf of the party in question.

10.3 The arbitration proceedings shall take place in Denmark. The language of the proceedings shall be Danish. The arbitration tribunal shall determine the procedural rules applicable to the matter. The arbitration tribunal shall in its award finally decide how to share legal costs.