

1. The following Conditions shall constitute the entire Agreement between the parties hereto and shall supersede and replace all other warranties, representations and terms whether expressed or implied, oral or written, including the Customer's standard terms. The "Company" shall mean AtlanTek Maritime Limited. The "Customer" shall mean the company, firm, person, corporation or public authorities engaging the Company as a consultant.
2. 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. The Consultant shall however be entitled to employ consultants and/or to sub-contract elements of the duties to be undertaken hereunder but on the understanding that the Consultant 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 hereof.
3. (a) These Conditions shall apply to all contracts for the provision of consultancy by the Company to the Customer to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document. Consultancy includes project management, design and surveying services.
 - (b) All orders for consultancy services shall be deemed to be an offer by the Customer to provide services pursuant to these Conditions.
 - (c) Any variation to these Conditions (including any special terms and conditions agreed between parties) shall be inapplicable unless agreed in writing and signed by a duly authorised director of the Company.
4. (a) The Company's responsibility is limited to consultancy. If the Customer believes that the work done under the contract is inaccurate, the customer shall give written notice to that effect indicating the nature of the inaccuracy within 6 months of the contract completion date. The Company will then repeat the work or that part of the work necessary to correct the error, without further charging the Customer for such work (subject to the Customer providing free of charge such services, facilities and staff as were provided by the Customer when the work was originally performed). If the Company can then demonstrate that there was no material error, other than any arising from Customer supplied information or instructions, the Customer will reimburse the costs of the repeated work at the then current rates, and any other costs or expenses (including overheads) incurred in consequence of the repeating of the work.
 - (b) The Company's total liability (apart from repeating the work in accordance with sub-clause (a) above) whether in contract or in tort or otherwise shall not exceed the maximum liability stated on the front of this Consulting agreement, or if no limit of liability is stated there, then the price paid for the work save that this limit shall not apply in respect of death or personal injury caused by the Company's negligence.
 - (c) Advice and information, in whatever form it may be given, is provided by the Company for the Customer only and the Customer shall indemnify and defend the Company against any liability, claims, loss, damage, costs or expenses arising as a result of any other person relying upon such advice or information, except when special arrangements have been previously made in writing. Advice and information which is not required by this Agreement is provided gratuitously and the Company shall not be liable to any claim, whether based on contract, warranty, tort (including negligence) or other grounds.
 - (d) Information provided in electronic format shall be provided, if forming part of this Agreement, for the convenience of the Customer only and the Customer shall indemnify and defend the Company against any liability, claims, loss, damage, costs or expenses arising as a result of misuse, abuse or improper storage, or errors and omissions, defects or corruption of the electronic files or defects or corruption of the transfer or storage media.
 - (e) All warranties and conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Company or affect the statutory rights of an customer dealing as consumer.
5. The Customer shall not publish any document relating to any of its products containing any reference to the Company, whether express or implied, without the Company's written consent.
6. The Company reserves the right to advertise the consultancy services provided to Customer.
7. It is a condition of the Company's agreeing to enter into this Agreement that there are no circumstances of which the Customer is or ought with reasonable diligence to be aware which might involve the Company or any of its officers or employees in giving evidence in any litigation or arbitration proceedings concerning the subject matter of this Agreement or any matter connected therewith or arising therefrom. In the event of any such circumstances arising or coming to the notice of the Company during the currency of this Agreement, the Company shall be entitled to discontinue the work under this Agreement and shall forthwith be released from all liability to the Customer herein shall prejudice any claims of the Company against the Customer. If during the currency of this Agreement the Customer shall become aware of any such circumstances he shall forthwith notify the Company.
8. (a) The Customer agrees to pay the Company for the work done in accordance with the following terms of payment, unless otherwise agreed in writing, namely:
 - (i) where the contract pitch is between €4,000 and €15,000, 30 percent of the contract price will be payable on signing the contract and the balance payable on contract completion;
 - (ii) where the contract is €15,000 or more, 30 percent of the contract price will be payable on signing the contract, further 50 percent will be payable over the duration of the contract according to work done, 15 percent will be payable on contract completion, and the remaining 5 percent will be payable on the dispatch of the final report.
 - (b) Invoices will be payable within 30 days of the date of the invoice in question. Outstanding invoices shall attract interest at EURIBOR at one year plus 3% compounded monthly rests.
 - (c) The Customer shall from the date hereof be liable for and reimburse the Company all expenses and disbursement incurred in carrying out the work. Such reimbursements shall be payable within 30 days of the date of the invoice rendered by the Company in respect thereof.
 - (d) All monies owing by the Customer to the Company in respect of work done or expenses incurred as aforesaid shall become due and payable:
 - (i) as specified above, upon the rendering by the Company of an invoice in respect thereof; or
 - (ii) immediately upon the frustration of this Agreement due to causes outside the control of the Company; or
 - (iii) immediately upon the termination of this Agreement for any reason whatsoever.
 - (e) Time for payment shall be of the essence. The Customer shall indemnify in full all of the Company's reasonable administrative and legal costs for recovering overdue payment.
9. (a) The price quoted, unless otherwise agreed in writing, shall be binding.
 - (b) Prices and rates stated in this Agreement are net amounts to be received by the Company and are exclusive of any sales or value added taxes, withholdings, customs duties or any other taxes or duties whether similar or dissimilar to the foregoing, which shall be borne by the Customer.
 - (c) When hourly rates are quoted, they refer to time spent working or travelling unless otherwise agreed. For staff working away from the Company premises, there is a minimum charge of 8 hours per day. If any delay shall continue for a period of 30 days the Company shall be entitled to terminate this agreement by giving seven days written notice to the other party. The Company shall continue to be entitled to all fees, costs, reimbursements incurred up to the date of such a termination.
 - (d) When the work involves paid overtime working hours by the Company staff as a result of the Customer's own requirements, an additional premium will be payable in respect of the overtime working.
 - (e) When the work involves the Company going to sea on trials, a daily trials allowance will be payable in addition to other charges.
 - (f) When an estimated price is given the Company will endeavour to ensure that the price is within twenty percent either way of that estimate.

- (g) Where delays by the Customer cause the work to be extended beyond the time specified the cost of the work to the Customer may be increased.
- (h) When changes in the specifications are made by the Customer and accepted by the Company, the Company is entitled to a reasonable price increase.
10. (a) The Company shall perform the work and will use all reasonable endeavours to do so at the cost and times specified in this Agreement.
- (b) The Customer shall have no right to damages or to terminate the contract for failure for any cause to meet any estimated time indicated for delivery or performance.
- (c) The Company shall be excused from the performance of any of its obligations under this Agreement if and in so far and for so long as such performance is delayed or prevented by the Customer's act or omissions, or by circumstances beyond its reasonable control including but not limited to strikes, lock-outs or labour disputes of any kind (whether relating to its own employees or others), fire, flood, drought, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, adverse weather conditions or prolonged power failure.
11. (a) Either party may terminate this agreement at any time by giving 60 days notice in writing to the other party. In event of termination the Consultant shall be paid all fees and costs incurred up to the date of termination, together with all costs of settlement of any outstanding obligation.
- (b) The Company may without prejudice to any other rights it may have hereunder terminate this Agreement forthwith by giving notice in writing to the Customer:
- (i) in the event of war, hostilities, civil war, rebellion, revolution, insurrection or other disturbance occurring in the Customer's country;
 - (ii) if the Customer shall commit any breach of the terms of this Agreement on its part to be observed or performed;
 - (iii) if the Customer compounds with or negotiates for any composition with his creditors generally or permits any judgement against the Customer to remain unsatisfied for 7 days;
 - (iv) being an individual, the Customer shall die or have a receiving order made against him or commit any act of bankruptcy;
 - (v) being a company, the Customer shall call a meeting of its creditors or have a receiver appointed over all or any of its assets or enter into any liquidation.
12. (a) The Customer shall supply to the Company all information which is or hereafter becomes available to the Customer which is relevant to the performing of the work and which the Customer is contractually and legally able to disclose.
- (b) The Customer agrees that, except with written consent of the Company:
- (i) the results of and information arising out of the work communicated to the Customer by the Company shall be used only for the purposes of the Customer's own business;
 - (ii) the Customer will keep such results and information confidential and will not communicate the same to any other person, firm or company save to its offices and employees in the course of their duties; and
 - (iii) the Customer will keep in safe custody any report or document containing any of such results of information and will use its best endeavours to prevent the inspection thereof by or supply to any other person, firm or company, save as aforesaid. However the Customer shall be entitled to disclose the report to the Customer's larger project of which this contract forms part, to a third party for whose benefit this contract was specifically commissioned, to a third party which is a company in the Customer's group of companies, and to employees of such third parties on a need to know basis, provided that the third party enters into a written obligation further that the Customer indemnifies the Company against all claims in relation to such report or document.
- (c) the Company undertakes that it will not disclose to third parties confidential information relating solely to the Customer which comes to the knowledge of the Company in the course of carrying out the work but reserves the right to carry out similar work for other customers.
- (d) The provisions of this clause shall continue notwithstanding the termination of this Agreement.
13. With prior Agreement of the Company and subject to the due performance and observance of any conditions which the Company may see fit to impose in connection therewith, authorised representatives of the Customer may be allowed access to the Company's premises. All information obtained during such access shall be treated by the Customer as having been acquired in confidence except in so far as the Customer is entitled to use such information in exercising its rights under this Agreement.
14. Any intellectual property resulting from the performance of this work shall belong to the Company and no right or license is granted under this Agreement to the Customer under any patent, trade mark, copyright, registered design or other intellectual property right except the right to use for the benefit of the Customer's larger project of which this Agreement forms part. In this context 'intellectual property' shall further include inventions, designs, methods, process, computer software, manufacturing data, results and other work together with all know-how, proprietary right and information, whether patented or not whether or not susceptible to patent, registered design, copyright or like protection.
15. When valuation is to be provided as part of the Consultant's services, the Consultant shall use its best endeavours to provide a valuation which represents, in its opinion, the current market valuation, as defined in the reporting document, of the item to be valued or such other valuation as may be identified in the valuation report but no warranty as to the accuracy of such valuation is given. In particular, but without limitation, the Consultant gives no opinion or warranty as to the satisfactory operation of any equipment and/or machinery on the item to be surveyed and/or valued, or to the verification of inventory.
16. Nothing in this Agreement shall operate to vest in or transfer to the Customer:
- (i) the ownership in any equipment used, designed or made by the Company in connection with the work; or
 - (ii) the right to any patent or other monopoly or right in respect of any invention made in connection with the work.
17. This Agreement shall be governed by and construed in accordance with Irish Law and the Customer submits to the exclusive jurisdiction of the Irish Courts.