PT CELEBES SOLUSI MARITIM

PT CELEBES SOLUSI MARITIM
STANDARD TERMS AND CONDITIONS

DEFINITIONS

"Company" means PT Celebes Solusi Maritim, including its officers, employees, directors, agents, subcontractors and consultants contracting to undertake the Scope of Work for the Client.

"Client" means the entity named in the accompanying acknowledgement of assignment, order, bid or proposal document.

"Client Group" means the Client and any subsidiary, affiliate or holding company of the Client, and their respective officers, employees, directors, agents, subcontractors and consultants.

1. Application

1.1. These terms and conditions apply to the contract entered into between the Company and the Client. To the extent that the terms of that contract are inconsistent with these terms and conditions, the agreed provisions of that contract shall prevail.

2. Scope of Work

2.1. The Scope of Work to be undertaken by the Company will be as described in the Company's agreed acknowledgement of assignment and any supporting documentation attached thereto.

3. Variations

3.1. Variation or change to the agreed Scope of Work shall only be effective if made in writing specifically for such purpose and signed by a duly authorised representative of both the Company and the Client.

4. Conflicts of Interest

4.1. The Company may be precluded from acting in certain matters if a conflict of interest exists or may exist. In that event, the Company may have to cease undertaking the Scope of Work or acting on behalf of the Client. The Company will use its best endeavours to identify any such conflict at an early stage of the assignment.

4.2. These terms and conditions will not prevent or restrict the Company from acting for other clients.

5. Fees

5.1. The Company's fees are charged on a time and expense basis unless agreed otherwise. Time is charged at the appropriate hourly or daily rate for the personnel engaged and includes time spent on travelling, attending meetings, research, considering, preparing and working on documents, correspondence, reports and telephone calls. Expenses are charged at cost plus a 10% administrative/handling charge. All invoices are net of local taxes; any local taxes arising from the invoices issued shall be the sole responsibility of the Client.

5.2. Payment of fees is due within 30 (thirty) days of the invoice date. The Company reserves the right to charge interest at a rate of 1% per month on invoices remaining unpaid after 30 (thirty) days. Should the Company be required to take any action for the collection of fees hereunder, all costs and expenses of such action, including reasonable legal fees, shall be added to the invoiced amount, and the Company may take judgement for the entire amount due.

5.3. Any estimates of fees are given in good faith but, unless otherwise specified, are not contractually binding, and fees may be higher or lower than the estimates given.

6. Termination

6.1. The Client may terminate the contract in writing at any time but will remain liable for the Company's fees incurred up to that date. The Company will be entitled to keep any materials provided to it by the Client while any fees remain owing to the Company.

6.2. The Company may terminate the contract if:

6.2.1. The Client does not pay the Company's invoices as per the terms set out herein;

6.2.2. The Client is unable to pay its debts, or a receiver, administrator or liquidator is appointed over its assets; or

6.2.3. The Client suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

7. Client Responsibilities

7.1. The Client will provide the Company with all necessary information, assistance and cooperation so that the Company can perform its services under the contract.

7.2. The Client will provide such access to the premises and data of the Client or, if applicable, the Client Group, and such office accommodation and other facilities, as the Company may reasonably request in order to perform its services under the contract.

7.3. All interpretations, research, analysis, recommendations, advice or interpretational data furnished by the Company are opinions. The Client assumes full responsibility for the use of such opinions and all resulting decisions, and the Company shall not be liable for any claims arising out of such use by the Client. This limitation expressly applies to claims by third parties relying on the Company's interpretations, research, analysis, recommendations, advice or interpretational data.

7.4. The Client undertakes to name the Company as a co-assured under any insurance policy effected by the Client or any other party which is relevant to the Scope of Work, and will provide the Company, on demand, with details of the cover provided. Such insurance shall be deemed primary and first to respond ahead of any insurance covering the same risks maintained by the Company. The Client agrees that the Company's total liability to the Client under the contract referred to in paragraph 1.1 above will be limited to the cover provided to the Company by that insurance policy, and the Client undertakes to procure that its insurers waive all rights of subrogation against the Company and/or PT Celebes Solusi Maritim.

8. Limitation of Liability

8.1. In no circumstances will the Company or PT Celebes Solusi Maritim be liable to the Client, the Client Group or any third party for any consequential or indirect loss, damage or expense.

8.2. The Client accepts that, given the large amounts that may be at risk in relation to the locations, facilities and work involved, the Company cannot be expected to purchase professional indemnity insurance for the full amount of any such risk, and the Client acknowledges in all circumstances that it is reasonable for the Company and/or PT Celebes Solusi Maritim to arrange professional indemnity cover up to a maximum of 3 (three) times the agreed service fees ('the Indemnity Limit'). The Company's total liability in contract, tort (including negligence, breach of statutory duty, strict liability, unseaworthiness, product liability or vicarious liability), misrepresentation, under statute or otherwise arising in connection with the performance or contemplated performance of the contract shall not exceed the Indemnity Limit. The Client agrees that in no circumstances can the Company or PT Celebes Solusi Maritim be liable for any greater amount. The Company agrees to maintain professional indemnity cover for an amount at least equal to the Indemnity Limit and to advise the Client forthwith if it becomes unable to obtain or maintain professional indemnity insurance for any reason.

8.3. Furthermore, the Client and the Client Group agree not to bring any claim personally against the Company, PT Celebes Solusi Maritim, or any of their respective officers, employees, directors, agents, subcontractors and consultants.

8.4. Any claims against the Company or PT Celebes Solusi Maritim by the Client or the Client Group shall be deemed irrevocably waived and time-barred upon the expiry of 12 (twelve) months from the submission date of the Company's report or invoice to the Client, whichever is earlier, in respect of the work, or any part of it, undertaken.

9. Relationship

9.1. For the avoidance of doubt, it is agreed that the Company is providing the work as an independent contractor. The parties to this contract are independent businesses, and nothing in this contract or in performing it shall constitute a partnership between the Company or PT Celebes Solusi Maritim and the Client or the Client Group. The Company and PT Celebes Solusi Maritim are not agents or employees of the Client or the Client Group and have no authority or power to bind the Client or the Client Group legally, to contract in their name or to create any liability against them in any way, unless expressly authorised in writing by the Client or the Client Group.

10. Soliciting Employees

10.1. Without the Company's approval, the Client or the Client Group shall not, during the period of the contract or within 6 (six) months after its termination or expiry, offer employment to, or otherwise solicit, any employee involved in providing services to the Client or the Client Group.

11. Communications

11.1. The Company will communicate with the Client electronically and will use electronic means of correspondence with third parties. Electronic communication of information cannot be guaranteed to be secure or free from errors or viruses, and its confidentiality may be vulnerable to access by unauthorised third parties. The Company accepts no responsibility or liability to the Client in respect of any loss arising

from or in connection with the electronic communication of information to the Client or third parties concerning work undertaken by the Company under the contract. Email messages sent to or from the Company's systems are not confidential to any named individual at the Company, and the Company reserves the right to read them at any time.

12. Documents

12.1. All materials of whatever nature supplied to the Company by the Client under the contract will remain at the Client's risk whilst in the Company's possession and during transit to and from any worksite and/or offices. On completion of the matter, if the Client does not request the return of all materials supplied to the Company within 90 (ninety) days of the date of the final invoice, the Company may destroy such materials.

13. Copyright and Confidentiality

13.1. Copyright in any documents prepared by the Company on the Client's behalf under the contract will remain with the Company and will not pass to the Client unless otherwise agreed in writing. All materials and documentation supplied to the Company by the Client under the contract will be treated by the Company as confidential and will be disclosed to a third party only with the Client's authority or if the Company is required to disclose them by law or by a regulatory authority. This does not apply to documents or information that the Company obtains or develops independently of work done for the Client under the contract, or to items that are in the public domain.

14. Assignment

14.1. Neither the Company nor the Client may transfer or assign any right or obligation under the contract without the written consent of the other party.

15. Force Majeure

15.1. Neither party shall be liable to the other for any failure to perform its obligations under the contract caused by acts, events, omissions or accidents beyond its reasonable control.

16. Entire Agreement

16.1. The contract with the Client constitutes the whole agreement between the Company and the Client and supersedes all previous agreements between the parties relating to its subject matter.

16.2. Each party acknowledges that, in entering into the contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract between the Company and the Client.

16.3. Nothing in this condition shall limit or exclude any liability for fraud.

16.4. Any notice or other communication required to be given to the Company under the contract shall be in writing and shall be delivered personally or sent by pre-paid first-class post, recorded delivery or commercial courier, for the attention of the Manager at the office of the Company with which the Client has contracted.

17. Liability to Third Parties

17.1. The Company does not assume liability to any person other than the Client, except as expressly provided for in any agreement between the Company and the Client.

18. Jurisdiction and Governing Law

18.1. These terms and conditions of business are governed by, and shall be interpreted and construed under, the laws of the Republic of Indonesia. The Company and the Client agree to submit irrevocably to the exclusive jurisdiction of the Indonesian courts to resolve any dispute or claim arising out of or in connection with the contract.