

TERMS and CONDITIONS of products and services from ALFATEST AB

AlfaTest AB, registration no. 556702-3956, is a company incorporated under the laws of Sweden with its operations located in Profilgatan 67, 261 35 Landskrona. Head office is located at Mor Bengats Väg 10a, 26373 Arild, Sweden.

I. Applicability

1a. All Agreements (oral or in writing) of consultation and calculation, inspection and classification, service and classification or condition assessment of ballast tanks, void spaces and any other areas on board ships or other places requiring inspection and ultrasonic measurement, reporting after inspection, creating repair specifications, design, 3D scanning, NDT services which include any of the methods which AlfaTest are certified to carry out; (hereinafter called the "services") performed by AlfaTest AB (hereinafter called "AlfaTest"), for the purchasing customer (hereinafter called "The Purchaser"), shall - if not otherwise agreed in writing - be governed exclusively by the terms and conditions set out below (hereinafter called the "Contract Terms").

1b. The Contract Terms shall be deemed to have been entered into as an Agreement between AlfaTest and the Purchaser at the date when the Purchaser has accepted AlfaTest's offer.

Drawings and intellectual property

2a. All drawings, models, report templates, computer programs and similar items prepared or furnished by AlfaTest and the copyright therein shall remain the property of AlfaTest and shall be returned by the Purchaser on demand.

All know-how, samples, models, designs and drawings relating to the goods or their development shall remain AlfaTest's property, shall be treated as confidential and shall not be copied, reproduced or disclosed to any third party without AlfaTest's prior written consent.

2b. Reports from AlfaTest shall be provided in either PDF format or hard copy. In situations of Classification Society directed surveys, findings shall be reported on Class approved software. In these cases, the report shall also be provided on the approved software.

It is AlfaTest's general policy to not provide source files. Photographs will also be provided digitally where warranted, such as Condition Assessment surveys.

3. If AlfaTest's services are to the design or specification of the Purchaser, AlfaTest shall not be liable for any infringement of any intellectual property rights caused by the goods or their use of sale by the Purchaser.

Intellectual property owned by the Purchaser shall be returned to the Purchaser by AlfaTest.

Product liability and third-party claims

4. AlfaTest shall be liable for personal injury, only if it can be shown that the injury is caused by gross negligence by AlfaTest or by someone for whom AlfaTest is responsible.

5. AlfaTest shall in no circumstances be liable for loss of production, loss of profit or any other consequential damage or indirect loss, such as loss because goods or other property cannot be used as planned.

6. If and when product liability is imposed on AlfaTest towards a third party, the Purchaser shall indemnify and hold AlfaTest harmless to the same extent as AlfaTest's liability has been limited above.

II. General

Payment

7. If not otherwise stated in AlfaTest's offer or agreed in writing, payment shall be made not later than thirty (30) days after the date of the invoice. Prices are due and payable to, and at such address or bank account as may be designated by AlfaTest, without set off or counterclaim, in the currency stated in the invoice and in immediately available funds within one month from the date of invoice. Payment by cheque or other negotiable instrument is ineffective until it is honoured and AlfaTest's bank account is credited with the amount due.

8. On failing to make full and prompt payment, the Purchaser shall (without prejudice to any other rights of AlfaTest) pay interest on the amount due to AlfaTest at a rate which shall exceed Euribor by four (4) per cent per annum.

9. Any transporting, carriage, packing and other charges stated separately from the price are payable by the Purchaser at the same time as the price, and shall be treated, as part of the price.

10a. Over and above the remuneration the Purchaser shall be responsible for the value added tax payable if or when applicable.

10b. AlfaTest pricing is susceptible to normal annual indexing increase of 2.5% / annum.

Force Majeure

11. AlfaTest is relieved from liability for a failure to perform an obligation under this contract if such failure is due to a circumstance of the type stated below (Relieving circumstance) and the circumstance prevents or makes substantially more difficult the timely performance of such obligation.

a. A Relieving circumstance shall be deemed to include inter alia acts or omissions of authorities, new or amended legislation, leaving of personnel, illness or other reduction of work capacity, death, conflicts on the labour market, blockade, fire, flood, loss or destruction of data or property of major significance or a major accident.

b. If AlfaTest wishes to claim relief pursuant to the above provisions, then AlfaTest shall without unreasonable delay inform the Purchaser thereof in order to be able to invoke such a claim.

Limitation of liability

12. In addition to that which is stated in the provision 11 (Force Majeure), AlfaTest's liability is limited as follows:

a. AlfaTest's total liability to pay damages is, in the absence of intent or gross negligence by AlfaTest, limited to 100.000€.

b. AlfaTest is not liable for indirect losses, such as lost profits, diminished production, costs of retaining another consultant, costs of equipment and similar costs or losses.

c. AlfaTest is only liable for damages to the Purchaser's property caused through the negligence of AlfaTest or his personnel; the amount of damages is limited to 100.000€.

13. AlfaTest is not liable for damage, the value of which is less than 2.500€. If, however, the total value of several such

damages exceed 2.500€, AlfaTest is liable to pay damages for the excess amount.

Terminology used in Quotations

14. AlfaTest uses specific terminology when making quotations and other written pricing indicators. Examples of these terms are:

Estimate - Approximation, prediction, or projection of a quantity based on experience and/or information available at the time, with the recognition that other pertinent facts are unclear or unknown. The estimate may vary in either direction from the total invoice price.

Budget estimate – Estimate given for the purposes of budgeting.

Fixed Price - a price which normally is not subject to any adjustment unless certain provisions (such as contract change, unforeseen or changed circumstances, exchange rates, Force Majeure...) are included in the agreement. These contracts are negotiated usually where reasonably definite specifications are available, and costs can be estimated with reasonable accuracy.

Late Notice – when the requested start date or otherwise agreed time is changed by the customer with so little notice that it causes AlfaTest to incur unexpected costs in order to accommodate the change.