

SERVICE TERMS AND CONDIITON

TERMS AND CONDITIONS OF SERVICE

1. Scope of Application

These Terms and Conditions (the “Terms”) govern the provision of services by [Marine Surveyor Consultant Name], hereinafter referred to as “the Consultant,” to its clients, hereinafter referred to as “the Customer.” By engaging the Consultant’s services, the Customer agrees to be bound by these Terms.

2. Services Provided

The Consultant shall provide professional marine surveyor and consultancy services as outlined in the contract, proposal, or engagement letter (the “Agreement”). The Consultant undertakes to perform all services with reasonable skill, care, and diligence, consistent with industry standards.

3. Notice Period for Termination

3.1. Either party may terminate the Agreement by providing a written notice of at least three (3) months. The notice shall be deemed valid only if delivered in accordance with Clause 11 of these Terms.

3.2. In the event of termination by the Customer, the Consultant shall be entitled to a penalty amounting to thirty percent (30%) of the total fees agreed upon for the services, which shall be due and payable upon termination. This penalty compensates the Consultant for potential loss of opportunity and administrative costs incurred due to early termination.

4. Limitation of Liability

4.1. The Consultant’s liability for any claim, whether in contract, tort (including negligence), or otherwise, shall not exceed the amount paid by the Customer for the specific services giving rise to the claim.

4.2. The Consultant shall not be liable for indirect, consequential, or punitive damages, including loss of profits, business interruption, or reputational harm.

5. Governing Law and Dispute Resolution

5.1. These Terms and the Agreement shall be governed by and construed in accordance with Swiss law, specifically the provisions of the **Swiss Code of Obligations (Obligationenrecht, OR)** and other applicable Swiss legal statutes.

5.2. All disputes arising out of or in connection with these Terms, the Agreement, or their validity, interpretation, or enforcement shall be resolved exclusively through binding arbitration.

5.3. Arbitration shall be conducted in Lugano, Switzerland, under the rules of the **Swiss Arbitration Centre**. The arbitration proceedings shall be held in English, and the arbitral award shall be final and binding on both parties.

5.4. The parties explicitly waive their rights to bring any claims or disputes before courts or other judicial authorities, except for the enforcement of the arbitration award or as required by mandatory Swiss law (e.g., Article 354 et seq. of the Swiss Civil Procedure Code (Schweizerische Zivilprozessordnung, ZPO)).



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6. Confidentiality

Both parties shall keep all confidential information obtained during the course of the Agreement strictly confidential and shall not disclose such information to any third party without prior written consent, except as required by law or arbitration proceedings.

7. Customer Obligations

The Customer shall provide the Consultant with all necessary information, documentation, and access required to perform the services. Delays or additional costs arising from the Customer's failure to fulfill this obligation shall not be the Consultant's responsibility.

8. Payment Terms

All fees are payable as outlined in the Agreement. In case of late payment, the Consultant reserves the right to suspend services and charge interest on overdue amounts in accordance with Swiss law, specifically Article 104 of the Swiss Code of Obligations (OR).

9. Force Majeure

The Consultant shall not be held liable for delays or failure to perform its obligations under these Terms due to circumstances beyond its reasonable control, including but not limited to natural disasters, government actions, or interruptions in utilities or transportation.

10. Amendments

The Consultant reserves the right to amend these Terms by providing the Customer with written notice. Any amendments shall be deemed accepted if the Customer continues to use the Consultant's services after such notice.

11. Notices

All notices under these Terms shall be in writing and sent to the addresses specified in the Agreement, either by registered mail, courier, or email with receipt confirmation.

12. Entire Agreement

These Terms, together with the Agreement, constitute the entire understanding between the parties and supersede any prior representations or agreements.

13. No Waiver

Failure by either party to enforce any provision of these Terms shall not constitute a waiver of that or any other provision.

14. Termination for Cause

The Consultant reserves the right to terminate the Agreement immediately upon written notice in the event of a material breach by the Customer.

15. Arbitration Exclusivity Clause

The parties agree that arbitration under Clause 5 of these Terms is the sole and exclusive method of resolving any disputes arising from the Agreement. The parties explicitly waive their right to pursue claims in any court of law, except to enforce an arbitral award or as required by mandatory provisions of Swiss law (e.g., Articles 190-194 of the Swiss Private International Law Act (PILA)).



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16. Legal Reference Clause

These Terms and Conditions are drafted in accordance with Swiss law, specifically referencing the **Swiss Code of Obligations (OR)**, the **Swiss Civil Procedure Code (ZPO)**, and the **Swiss Private International Law Act (PILA)**, which shall govern the interpretation and enforcement of these Terms.

Marine Survejer Consultant

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01/01/2025