TERMS AND CONDITIONS OF BUSINESS - ALPHA & OMEGA – CARGO & MARINE SURVEY.

1. Definitions.

"Surveyor" means Alpha & Omega – Cargo & Marine Survey and its employees, agents, and subcontractors.

"Client" means the person, company or organization instructing the Surveyor to perform services.

"Services" means any survey, inspection, investigation, consultancy, reporting, certification, or other professional services performed by the Surveyor.

2. Scope of Services.

The Surveyor shall perform the Services with reasonable skill, care, and diligence in accordance with accepted standards of the marine surveying profession.

The Surveyor's findings, opinions, and conclusions are based solely upon observations made, information provided and conditions prevailing at the time of attendance.

The Surveyor does not guarantee the future condition, performance or suitability of any vessel, cargo, equipment, machinery, structure, or operation inspected.

3. Fees and Payment.

Unless otherwise agreed in writing, all fees, expenses, and disbursements are payable within fourteen (14) days from the invoice date.

Advance payment may, in certain circumstances, be required depending on the scope, complexity, or specific nature of the assignment.

The Client's obligation to pay the Surveyor's fees and expenses shall be absolute and unconditional and shall not be dependent upon the Client receiving payment, reimbursement, recovery or settlement from any principal, insurer, underwriter, cargo interest, vessel owner, charterer, freight forwarder or any other third party.

The Surveyor shall neither be bound by nor deemed a party to any contractual, financial, insurance, claims-handling, or settlement arrangements between the Client and any third party.

Payment to the Surveyor shall not be conditional upon the outcome, adjustment, settlement, recovery or final closure of any claim, dispute, legal proceedings, or insurance matter.

The Client shall bear the full cost of courier services, laboratory testing, sampling, analysis, specialist assistance, or other third-party services deemed necessary for the assignment. The Surveyor may invoice these costs separately, or the relevant service provider may invoice them directly.

The Client shall remain solely responsible for paying any such costs invoiced directly by a third-party service provider.

Overdue amounts may be subject to interest in accordance with the Danish Interest Act together with all reasonable costs incurred in recovering outstanding amounts.

For the avoidance of doubt, the Surveyor's entitlement to payment shall arise upon completion of the Services and issuance of invoice and shall not be affected by any ongoing claim investigation, adjustment process, negotiations, dispute, recovery action, insurance settlement or the Client's receipt of funds from any third party.

"The Client's payment obligation shall be absolute and unconditional."

4. Client Obligations.

The Client shall provide timely access to all relevant locations, personnel, records, documents, and information necessary for the proper execution of the Services.

Unless otherwise agreed in writing, the Surveyor may rely on information supplied by the Client or third parties without independently verifying it. The Client warrants that, to the best of its knowledge, all information provided is accurate and complete.

5. Limitation of Liability.

The Surveyor shall not be liable for any indirect, consequential, or economic loss, including, without limitation, loss of profit, business, contracts, production, opportunity, or goodwill.

The Surveyor shall not be responsible for latent defects, hidden conditions, inaccessible areas, subsequent alterations, deterioration occurring after the Survey, or information supplied by third parties which subsequently proves inaccurate or incomplete.

Any claim against the Surveyor must be notified in writing within thirty (30) days after the claimant first knew, or should have known, of the circumstances giving rise to it.

Every claim must be brought within one (1) year of completion of the Services.

The Surveyor's total aggregate liability arising out of or in connection with any assignment, report, certificate, consultancy, or professional service shall not exceed: **DKK 3,000,000, -**

for any one assignment, occurrence, or series of related occurrences, irrespective of the legal basis of the claim.

The Client acknowledges that the fees charged by the Surveyor have been calculated based on the foregoing limitation of liability.

6. Reliance by Third Parties.

All reports, certificates and other deliverables are prepared solely for the Client and for the purpose for which the Services were instructed.

No third party shall be entitled to rely upon any report, certificate or opinion issued by the Surveyor without the Surveyor's prior written consent. - **The Surveyor accepts no duty of care or liability towards any third party**.

7. Subcontracting.

The Surveyor shall be entitled to engage suitably qualified subcontractors, specialists, or consultants where considered necessary for the performance of the Services.

The Surveyor shall remain responsible for the overall management of the Services.

8. Force Majeure.

The Surveyor shall not be liable for any failure to perform or delay in performing any obligation resulting from events beyond its reasonable control, including acts of God, war, terrorism, industrial disputes, pandemics, governmental restrictions, severe weather conditions, transportation disruptions or failures of communication systems.

9. Data Protection.

Alpha & Omega - Cargo & Marine Survey processes personal data in accordance with applicable data protection legislation, including the General Data Protection Regulation (GDPR).

Personal data shall only be processed to the extent necessary for the performance of Services, compliance with legal obligations and legitimate business purposes.

10. Governing Law and Jurisdiction.

Danish law shall govern these Terms and Conditions and any dispute arising from or relating to the Services and shall apply to their interpretation.

The Courts of Denmark shall have exclusive jurisdiction over any dispute arising under or in connection with these Terms and Conditions.