

## GENERAL TERMS & CONDITIONS

### 1. Introduction

**Company Information:** TECHNOMARINE NAVIGATION (PVT) LTD

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World Trade Centre, Echelon Square,  
Colombo 00100, Sri Lanka.  
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Tel: +94 11 759 8500  
E-mail: [info@technomarine.lk](mailto:info@technomarine.lk)  
Web: [www.technomarine.lk](http://www.technomarine.lk)

**Scope:** These General Terms & Conditions (GTC) govern the provision of marine and ship inspection services (hereinafter referred to as "Services") by TECHNOMARINE NAVIGATION (PVT) LTD (hereinafter referred to as "Company") to the Client. The Services include inspections, surveys, assessments, audits, and other related activities as outlined in this document.

### 2. Definitions

- **Client:** The party requesting the Services from the Company.
- **Company:** TECHNOMARINE NAVIGATION (PVT) LTD provides the services.
- **Services:** All inspection services provided by the Company as described in Section 3.
- **Inspector:** A representative of the Company conducting the inspection.
- **Agreement:** The contract between the Company and the Client incorporating these GTCs, including any written proposals, quotations, or work orders.

### 3. Services

**Description of Services:** Please visit [www.technomarine.lk](http://www.technomarine.lk) to explore a comprehensive list of the company's services.

**Service Limitations:** The Services are based on visual inspections and available information at the time of the inspection. The Company does not guarantee the detection of all defects, latent or otherwise, nor does it predict the future performance or condition of the inspected vessel. The inspection is not a warranty or guarantee.

### 4. Obligations of the Parties

**Client Obligations:**

- **Access and Documentation:** The Client must provide the Company with access to the vessel, including any necessary permissions and safety measures. The Client shall also provide all relevant documentation, including previous inspection reports, maintenance records, and certificates.
- **Vessel Condition:** The Client must ensure the vessel is in a safe and suitable condition for inspection. Any hazardous conditions or materials must be disclosed to the Company prior to the inspection.
- **Assistance:** The Client agrees to cooperate with the Company and provide any assistance required during the inspection, including providing personnel to operate equipment or facilitate access.

## Company Obligations:

- **Professional Conduct:** The Company shall conduct inspections professionally, using qualified and experienced Inspectors, and in accordance with industry standards and best practices.
- **Inspection Reports:** The Company shall provide detailed inspection reports within the agreed timelines, outlining the findings, observations, and any recommendations for further action.
- **Confidentiality:** The Company shall maintain the confidentiality of any sensitive information obtained during the inspection, as outlined in Section 6.

## 5. Fees and Payment Terms

**Pricing:** Fees for Services are calculated based on the scope and complexity of the inspection. A detailed quote will be provided to the Client prior to the commencement of Services. The quote will outline the estimated costs, including any additional expenses such as travel, accommodation, and special equipment required for the inspection.

**Invoicing:** Invoices will be issued upon completion of the Services or as otherwise agreed in writing. Invoices will detail the Services provided, the total fees due, and any applicable taxes.

**Payment Terms:** Payment is due within 30 days of the invoice date. Late payments may incur a penalty of 2.5% per month. The Client shall be responsible for any bank charges or fees associated with the payment.

## 6. Confidentiality

**Information Protection:** Both parties agree to maintain the confidentiality of all proprietary and confidential information disclosed during the term of the Agreement. This includes but is not limited to financial information, business operations information, technical data, and any other information marked as “confidential” or disclosed in circumstances of confidence.

**Exceptions:** Confidential information may be disclosed if required by law, court order, or with the prior written consent of the disclosing party. Information that is already public knowledge or that was independently developed without reference to the confidential information is not subject to these confidentiality obligations.

**Duration:** The obligations under this confidentiality clause shall continue for a period of 2 years from the date of disclosure of the confidential information.

## 7. Liability and Indemnity

**Liability Limits:** The Company’s liability for any claims arising out of the Services is limited to the amount of fees paid by the Client for the Services. The Company shall not be liable for any indirect, incidental, or consequential damages, including but not limited to loss of profits, loss of business, or loss of use.

**Indemnity:** The Client agrees to indemnify and hold harmless the Company against any claims, damages, or losses arising out of the Client’s failure to fulfill its obligations under the Agreement. This includes any claims made by third parties related to the Client’s use of the Services or the results of the inspection.

## 8. Force Majeure

**Definition:** A force majeure event includes any circumstances beyond the reasonable control of either party, such as natural disasters, war, strikes, lockouts, government actions, or other events that prevent the fulfillment of contractual obligations.

**Implications:** If a force majeure event prevents either party from fulfilling its obligations under the Agreement, the affected party shall not be held liable for the duration of the event. The affected party shall notify the other party as soon as possible and take all reasonable steps to mitigate the impact of the event.

## 9. Termination

**Termination Rights:** Either party may terminate the Agreement with 30 days' written notice to the other party. The Company may terminate the Agreement immediately if the Client breaches any material term of the Agreement, including failure to pay fees or provide necessary access for the inspection.

**Consequences of Termination:** Upon termination, the Client shall pay for all Services rendered up to the date of termination. Any outstanding fees shall become immediately due and payable.

## 10. Governing Law and Jurisdiction

**Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of Sri Lanka. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Sri Lanka.

**Dispute Resolution:** In the event of a dispute, the parties agree to attempt to resolve the matter amicably through good faith negotiations. If the dispute cannot be resolved through negotiations, it shall be referred to arbitration in Colombo, Sri Lanka in accordance with the rules of Sri Lanka National Arbitration Centre. The decision of the arbitrator shall be final and binding on the parties.

## 11. Amendments

**Modification Process:** These GTC may be amended by the Company at any time. The Client will be notified of any changes in writing, and continued use of the Services constitutes acceptance of the revised terms. Any amendments requested by the Client must be agreed upon in writing by both parties.

## 12. Miscellaneous

**Entire Agreement:** These GTCs, along with any agreed-upon proposals, quotations, or work orders, constitute the entire agreement between the parties and supersede any prior agreements or understandings, whether written or oral.

**Severability:** If any provision of these GTCs is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely matches the intent of the original provision.

**Notices:** All notices required under this Agreement shall be sent to the addresses specified above and shall be deemed received upon delivery. Notices may be delivered by hand, sent by registered mail, or transmitted by email, provided that proof of receipt can be obtained.