

TERMS AND CONDITIONS

marineSOLUTIONS

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These terms and conditions (“**Conditions**”) sets out the provisions of services.

1 **Definitions**

“**Applicable Laws on Consumer Rights**” means all applicable laws, rules, regulations, instruments and provisions in force from time to time relating to consumer protection.

“**Business**” means a person acting for purposes relating to that person’s business, trade, craft or profession, whether acting in the business’s name or on the business’s behalf.

“**Client**” is the party at whose request the Surveyor/Consultant undertakes surveying services.

“**Consumer**” means an individual acting for purposes that are wholly or mainly outside of that individual's trade, business, or craft of profession.

“**Disbursements**” means the cost of all reasonable photography, reproduction of drawings, diagrams, sketches and printing, duplicating and, where applicable, electronic communication fees, and all reasonable and appropriate expenses including travel, subsistence and hotel accommodation where an overnight stay is necessary.

“**Fees**” means the fees charged by the Surveyor/Consultant to the Client and including any value added tax where applicable and any Disbursements.

“**Report**” means any report or statement supplied by the Surveyor/Consultant in connection with instructions received from the Client.

“**Surveyor/Consultant**” is the Surveyor/Consultant trading under these conditions.

“**Vessel**” means any ship, yacht, boat (whether self-propelled or not), craft, hovercraft and any description of watercraft or structure for use in navigation on, under or over water.

2 **Scope**

The Surveyor/Consultant shall provide its services solely in accordance with these Conditions. The Surveyor/Consultant is engaged solely to provide independent, non-binding advisory, analytical, and reporting services. Nothing in these Conditions or in any instructions shall be construed as the Surveyor/Consultant providing ship management, technical management, crew management, commercial management, or operational services in respect of any Vessel. The Surveyor/Consultant has no authority to manage, operate, control, or direct any Vessel, nor to issue instructions to crew, approve operational decisions, or bind the Client to any third party.

3 **Work**

The Client will set out in writing the services which it requires the Surveyor/Consultant to provide. The Surveyor/Consultant will confirm in writing that it accepts those instructions or alternatively what services it will perform in connection with the Client’s instructions. Once the Surveyor/Consultant and the Client have agreed what services are to be performed (the “**Services**”) any subsequent changes or additions must be agreed by both parties in writing.

4 **Payment**

The Client shall pay the Surveyor/Consultant’s Fees punctually in accordance with the Conditions and in any event not later than 20 working days following the relevant invoice date, or in such other manner as may have been agreed in writing between the parties. Any delay in payment shall entitle the Surveyor/Consultant to interest at 4 % above the base interest rate of the European Central Bank prevailing at the time of default. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount.

5 **Obligations and Responsibilities**

5.1 **Client**

- (i) The Client undertakes to ensure that full instructions are given to the Surveyor/Consultant and are provided in sufficient time to enable the required Services to be performed effectively and efficiently and to procure all necessary access for the Surveyor/Consultant to goods, premises, vessels, installations and transport and to ensure that all appropriate safety measures are taken to provide safe and secure working conditions.
- (ii) The Client shall notify the Surveyor/Consultant in writing of any concern, complaint, alleged defect, or potential claim relating to the Services or any Report as soon as reasonably practicable and in any event within 30 days of becoming aware of it.

5.2 **Surveyor/ Consultant**

- (i) The Surveyor/Consultant shall not be liable for the consequences of late, incomplete, inadequate, suspicious, inaccurate or ambiguous instructions.
- (ii) The Surveyor/Consultant shall use reasonable care and skill in the performance of the services in accordance with sound marine surveying/consulting practice.
- (iii) **Reporting:** The Surveyor/Consultant shall submit a final written Report to the Client following completion of the agreed Services describing the Surveyor’s/Consultant’s findings and the condition and/or quality of the object and/or purpose of the assignment, unless otherwise expressly instructed by the Client not to do so.

- (iv) **Confidentiality:** The Surveyor/Consultant undertakes not to disclose any information provided in confidence by the Client to any third party and will not permit access to such information by any third party unless the Client expressly gives written permission. This obligation of confidentiality does not apply where disclosure is required (i) to satisfy legal obligations or regulatory requirements, (ii) by professional advisors in order to discharge their professional obligations to the other party or (iii) to be disclosed by law or by a regulatory authority or by any court of competent jurisdiction.
- (v) **Property:** The right of ownership in respect of all original work created by the Surveyor/Consultant remains the property of the Surveyor/Consultant.
- (vi) **Conflict of Interest/Qualification:** The Surveyor/Consultant shall promptly notify the Client of any matter including conflict of interest or lack of suitable qualifications and experience, which would render it undesirable for the Surveyor/Consultant to continue its involvement with the appointment. The Client shall be responsible for payment of the Surveyor/Consultant's Fees up to the date of notification.
- (vii) **Sanctions:** Notwithstanding any other provisions in these Conditions, the Surveyor/Consultant is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any primary or secondary sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or any other applicable sanctions regimes, laws or regulations in the jurisdictions in which we operate; or any laws and regulations relating to anti-money laundering, counterterrorism financing or economic and trade sanctions applicable to it.
- (viii) All opinions, recommendations, assessments, or observations provided by the Surveyor/Consultant are provided for the Client's consideration only. Responsibility for deciding whether to act upon any advice, and for implementing any actions, is exclusively with the Client and/or its appointed ship manager, operator, or other third parties.
- (ix) Unless expressly agreed in writing, the Surveyor/Consultant does not audit, inspect, test, supervise, or verify the accuracy, completeness, or regulatory compliance of any records, reports, financial information, crew documentation, certificates, or supporting materials supplied by or on behalf of the Client.
- (x) The Surveyor/Consultant does not assume responsibility for compliance with the International Safety Management Code, classification society rules, flag state requirements, port state control, or any international convention including SOLAS, MARPOL, or the Maritime Labour Convention. Compliance with all such requirements remains solely the responsibility of the Client and/or the Vessel's appointed ship manager or operator.

6 Liability

- 6.1 Without prejudice to Clause 7, the Surveyor/Consultant shall be under no liability whatsoever to the Client for any loss, damage, delay or any expense of whatsoever nature, whether direct or indirect and howsoever arising in the course of, or otherwise related to, any work UNLESS same is proved to have resulted solely from the negligence, gross negligence or willful default of the Surveyor/Consultant or any of its employees or agents or sub-contractors.
- 6.2 In the event that the Client proves that the loss, damage, delay or expense suffered was caused solely by the negligence, gross negligence or willful default of the Surveyor/Consultant aforesaid, then, save where loss, damage, delay or expense has resulted from the Surveyor's/Consultant's personal act or omission committed with the intent to cause the same or recklessly and with knowledge that such loss, damage, delay or expense would probably result, the Surveyor's/Consultant's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a sum calculated on the basis of ten times the Surveyor's/Consultant's charges or EUR 100,000 whichever is the greater.
- 6.3 Without prejudice to (6.1) and (6.2) above, the Surveyor/Consultant shall not be liable for loss of or damage to physical equipment and property placed at its disposal by, or on behalf, of the Client whether direct or indirect and however such loss or damage occurs, unless such loss or damage is proved to have resulted solely by act or omission committed with intent to cause the same or recklessly and with knowledge that such loss or damage would probably result.
- 6.4 Notwithstanding any other provisions in these Conditions, the Surveyor/Consultant's liability shall not be excluded or limited in respect of any death or personal injury caused by its negligence, fraud, willful misconduct or in any other circumstance in which it is unlawful to limit, exclude or restrict liability.
- 6.5 Any Report or advice rendered to the Client by the Surveyor / Consultant is intended for the use of the Client only and no responsibility or liability is accepted to any third parties and no third party shall be entitled to benefit from or enforce these terms, including, without limitation, owners, charterers, crew, insurers, ship managers, classification societies, regulators, port authorities, and flag states.
- 6.6 To the extent that the Surveyor/Consultant provides any Report or advice that includes a vessel valuation or market assessment or similar work, such Report is supplied solely for the purpose expressly agreed with the Client and shall not be used for raising external finance or attracting investors. The Surveyor/Consultant accepts no responsibility or liability for any use of a Report in connection with share or bond issues, fundraising activities, investor presentations, or any other capital-raising purpose. Such uses fall outside the scope of the Services and outside the Surveyor/Consultant's insurance cover.

7 Indemnity

- 7.1 Except to the extent that the Surveyor/Consultant would be liable under Clause 6 and solely for the amount therein set out, the Client hereby undertakes to keep the Surveyor/Consultant and its employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them, and in respect of all costs, loss, damages and expenses (including, but not limited to, reasonably incurred legal costs and expenses) which the Surveyor/Consultant may suffer or incur (either directly or indirectly) in the course of the Services under the Conditions.

- 7.2 Where the Client is a Consumer: Clause 7.1 shall only apply to the extent that any loss or damages (including but not limited to, reasonably incurred legal costs and all costs allowable by the courts) incurred by the Surveyor/Client has been caused by an intentional, reckless or grossly negligent act of the Client or such other similar requirement under the Applicable Laws on Consumer Rights.

8 Force Majeure

- 8.1 The Surveyor/Consultant and/or the Client shall not, except as otherwise provided in the Conditions, be responsible or have any liability for any way for failure to perform, or delay in performing the Services if the failure or delay is due to, but not limited to, natural disaster (act of God) (including, but not limited to earthquake, flood, tsunami, volcano, hurricane, tropical storm, cyclone, blizzard or other similar event), act of war, terrorist attack, nuclear contamination, seizure under legal process, epidemic quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people or any other circumstances beyond its reasonable control (the “**Force Majeure Event**”).
- 8.2 If a Force Majeure Event arises, a party shall give written notice without delay to the other party identifying the relevant Force Majeure Event.
- 8.3 Where a valid notice has been given and the Force Majeure Event has the effect of (i) rendering the performance of the contract impossible, illegal or radically different from what was intended at the time of the conclusion of the contract; or (ii) substantially affecting the performance of the contract as a whole and the duration of the Force Majeure exceeds 60 days from the time notice was given either party has the right to terminate the contract by written notification within a reasonable period to the other party.
- 8.4 Where a party terminates under Clause 8 both parties shall be discharged from future obligations only and neither may claim damages for the other’s future non-performance. The parties must perform all obligations not affected by Force Majeure Event up to the date of the termination with any sums paid in advance and not earned or due being refunded, save where the contract or applicable law provides otherwise. Nothing in this Clause shall impact on any separate rights of termination under this contract or at law.

9 Communicable Disease Clause

- 9.1 The Surveyor/Consultant shall not be liable for any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of a Communicable Disease or from any fear or threat of a Communicable Disease that occurs beyond the Surveyor / Consultant’s reasonable control; and/or any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a Communicable Disease.
- 9.2 In this context a Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism where the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not.

10 Termination

Without limiting any of our other rights, the Surveyor/Consultant may suspend the performance of the Services, or terminate the Conditions with immediate effect by giving written notice to the Client if:

- 10.1 the Client commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;
- 10.2 the Client fails to pay any amount due under the Conditions on the due date for payment under Clause 4;
- 10.3 the Client takes any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 10.4 the Client suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of the Client’s business; or
- 10.5 the Client’s financial position deteriorates to such an extent that in the Surveyor/Consultant’s opinion the Client’s capability to adequately fulfil their obligations under the Conditions has been placed in jeopardy.
- 10.6 Where the Client is a Consumer, the Consumer may suspend the performance of the Services or terminate the Conditions in accordance with the rights conferred on the Consumer under the Applicable Laws on Consumer Rights.
- 10.7 Where our continuing performance of Services would be impractical, unethical or contravene legal or regulatory requirements. For the avoidance of doubt, this includes but is not limited to, circumstances where we determine that our continuing to act could expose us to the risk of breaching any primary or secondary sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any other applicable sanctions regimes, laws or regulations in the jurisdictions in which we operate and/or that by reason of any such sanction, prohibition or restriction our professional indemnity insurance might not respond in full in respect of a liability claim made by you, the Client, in respect of the Services.

11 Insurance

- 11.1 The Surveyor/Consultant shall affect and maintain, at no cost to the Client, Professional Liability Insurance for such loss and damage for which the Surveyor/Consultant may be held liable to the Client under the Conditions. As per Clause 6 in any case the liability remains limited to EUR100,000.

11.2 The Client acknowledges that the Surveyor/Consultant is not responsible for arranging, maintaining, or complying with any Vessel-related insurance policies, including Protection and Indemnity or Hull and Machinery insurance. The Surveyor/Consultant shall not be deemed an additional insured under any such policy unless expressly agreed in writing.

12 Surveyor's/ Consultant's Right to Sub-contract

12.1 The Surveyor/Consultant shall have the right to sub-contract any of the services provided under the Conditions, subject to the Client's right to object on reasonable grounds. In the event of such a sub-contract the Surveyor/Consultant shall remain fully liable for the due performance of its obligations under these Conditions.

13 Severability and Variation

If any term of the Conditions is or becomes or is found by a court or other competent authority to be illegal, invalid or unenforceable, in whole or in part, under any law, such term or provision will to that extent be deemed not to form part of the Conditions and the legality, validity and enforceability of the remainder of the Conditions will not be affected or impaired.

The Surveyor/Consultant may vary these Conditions upon any variation required by English law or by requirement and circumstances determined by the Surveyor/Consultant. Any changes will be announced and notified to the Client in writing.

14 Entire Agreement

The Conditions constitute the entire agreement between the Surveyor/Consultant and the Client with regard to our appointment and supersedes and extinguishes all proposals, prior discussions and representations, oral or written between both you and us relating to the subject matter.

Each party acknowledges that in entering into the Conditions it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Conditions.

In case of conflict, these Terms and Conditions in English will override the Turkish translation.

15 Time Bar

Any claims against the Surveyor/Consultant by the Client shall be deemed to be waived and absolutely time barred, and the Surveyor/Consultant shall have no liability, unless the Client has notified the Surveyor/Consultant in writing of such claim (providing full supporting details and evidence of the claim) within one year from the submission date of the Report to the Client.

Where the Client is a Consumer, any time limits under the Applicable Laws on Consumer Rights shall apply to any claims against the Surveyor/Client by the Consumer.

16 Consumer Rights

To the extent that these Terms of Business are in conflict with the Applicable Laws on Consumer Rights, the rights conferred on Consumers under the Applicable Laws on Consumer Rights shall apply.

17 Jurisdiction and Law

These Conditions shall be governed by and construed in accordance with Laws of England and Wales and any dispute arising out of or in connection with it shall be submitted to the exclusive jurisdiction of the courts of England and Wales.

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