

## TRADING TERMS AND CONDITIONS OF BUSINESS

1. Unless otherwise specifically agreed in writing, BBN INTERNATIONAL CARGO INSPECTION CO. LTD. Constantza (hereinafter referred as BBN) undertakes services in accordance with the present TERMS AND CONDITIONS OF BUSINESS (hereinafter referred as 'General Conditions'); all offers and tenders of services are made subject of these General Conditions.

2. **BBN** acts on account of the company which has given the instructions to act (hereinafter called 'The Client'). No other party is entitled to give instructions, particularly on the scope of inspection or delivery of report or certificates, unless not authorized by the Client and agreed by **BBN**.

### SERVICES PROVIDED TO THE CLIENTS

3. BBN is a company involved in providing various services of inspection, marine survey and testing. The range of services offered includes:

- 3.1. standard services (inspections, tests, samplings, measurements, marine surveys and other similar operations) as listed at point no. 5 of present General Conditions;
- 3.2. consultancy and special services as may be agreed by **BBN** and as listed at point no. 6 of present General Conditions;
- 3.3. issuance of reports and/or certificates corresponding to above mentioned services as listed at point no. 8 of present General Conditions.

4. **BBN** will provide services in accordance with:

- 4.1. Client's written specific instructions confirmed also in written by **BBN**;
- 4.2. provisions of standards in force if used;
- 4.3. any relevant trade custom, usage or practice;
- 4.4. such methods as **BBN** shall consider appropriate on technical, operational and/or financial grounds.

5. **BBN** standard services may include the followings (listed illustratively and not exhaustively):

- 5.1. quantity and/or quality inspection;
- 5.2. inspection of condition of goods, equipment, containers and other means of transport;
- 5.3. supervision of loading / discharging / transshipping;
- 5.4. sampling and samples preparation;
- 5.5. laboratory analysis;
- 5.6. volumetric measurements;
- 5.7. marine surveys;
- 5.8. monitoring of operations;
- 5.9. loss prevention / mitigation;

6. Special services (e.g. quantity / quality guarantees, supply of technicians and other specialized personnel) exceeding the scope of standard services as mentioned in General Condition – point no. 5 will only be undertaken by **BBN** by particular arrangement.

### INFORMATION, DOCUMENTATION AND REPORTING

7. Information and documentation

7.1. All inquiries and orders for performance of services must be accompanied by sufficient information, specifications and instructions to enable **BBN** to evaluate and/or perform the services required.

7.2. Documents reflecting engagements contracted between the Client and third parties, or third parties' documents, such as copies of contracts of sale, letters of

credit, bills of lading, etc. are (if received by **BBN**) considered to be for information only, without extending or restricting the instructions or obligations accepted by **BBN**.

#### 8. Reports and Certificates

In accordance with instructions received, **BBN** will issue written reports and certificates made with due care. **BBN** is not compelled to refer to or report upon any facts or circumstances which are outside the specific instructions received.

### FINANCIAL MATTERS

#### 9. Quotations and Fees

9.1. The quotations will be submitted to the Client on the basis of the information provided to **BBN** and will not under any circumstances be binding if such information supplied is found to be incorrect.

9.2. The fees charged by **BBN** will be in accordance with the contracts concluded with the Client and/or with the written agreements between **BBN** and the Client.

9.3. In the event that any unforeseen problems or expenditure arise in the course of carrying out any of the contracted services **BBN** will inform its Client in writing when possible and will be entitled to make additional charges to cover additional time and cost necessarily incurred to complete the service.

#### 10. Payment

10.1. Unless otherwise agreed, the Client will pay the correspondent invoice within 30 (thirty) days from the date of issuance or within such other period as may have been agreed in writing by **BBN**.

10.2. The Client shall not be entitled to retain or defer payment of any sums due to the company on account of any dispute or set-off which it may allege against **BBN**.

10.3. In the event of any suspension of payment arrangement with creditors, bankruptcy, insolvency or cessation of business by the Client, **BBN** shall be entitled to suspend all further performance of its services forthwith and without liability.

10.4. In the event **BBN** is prevented by reason of any cause whatsoever outside company's control (force-majeure) from performing or completing any service for which an order has been given or an agreement made, the Client will then pay to **BBN**:

- the amount of all abortive expenditure actually made or incurred;
  - a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out;
- and **BBN** shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required service.

### PARTIES' OBLIGATIONS

#### 11. The Client will:

11.1. ensure that written instructions containing sufficient information or any changes to these instructions are transmitted to **BBN** in due time in Romanian or English languages to enable the required services to be performed effectively;

11.2. procure all necessary access for **BBN**'s representatives to enable the required services to be performed effectively;

11.3. supply, if required, any special equipment, documentation and personnel necessary for the performance of the required services;

11.4. ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services;

11.5. take all necessary steps to eliminate or remedy any obstruction to or interruptions in the performance of the required services;

11.6. inform **BBN** in advance in writing of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, but not restricted to, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;

#### 12. **BBN**'s Liabilities

12.1. **BBN** undertakes to exercise due care and skill in the performance of its services and accepts the responsibility in cases of proven negligence.

12.2. **BBN**'s liability in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising in respect of any breach of contract and/or

any failure to exercise due skill and care by the company shall in no circumstances exceed the amount of the fee or commission payable in respect of the specific service required under the particular contract with the company. **BBN** shall have no liability in respect of any claims for indirect or consequential loss including loss of profit and/or loss of future business and/or loss of production and/or cancellation of contracts entered into by the Client.

13. The Client shall guarantee, hold harmless and indemnify **BBN** and its officers, employees, agents or subcontractors against all claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any services to the extent that the aggregate of any such claims relating to any one service exceed the limit mentioned in Condition 12.

14. Unless the Client specifically, in writing, instructs otherwise, the Company shall be entitled at its discretion to delegate the performance of the whole or any part of the services contracted with the Client to any agent or subcontractor. In this case, the Client will be informed accordingly about subcontracting of services.

15. If the requirements of the Client necessitate the analysis of samples by the Client's or by any third party's laboratory, **BBN** will pass on the result of the analysis but without responsibility for its accuracy. Likewise where **BBN** is only able to witness an analysis by the Client's or by any third party's laboratory the Company will provide confirmation that the correct sample has been analysed but will not otherwise be responsible for the accuracy of any analysis or results.

#### JURIDICAL LIABILITY

16. **BBN** shall be discharged from all liability to the Client for all claims for loss, damage or expense unless suit is brought within 36 months after the date of performance of service which gives rise to the claim or in the event of any alleged non-performance within 36 months from the date when such service should have been completed.

17. **BBN** liability in respect of any claims for loss, damage or expense shall in no circumstances exceed a total aggregated amount equal to 6 times the amount of the fees or commissions payable in respect of the specific service required.

#### MISCELLANEOUS

18. The samples used by **BBN** for any tests / laboratory analysis will be retained for further reference for a period of 6 (six) months after the date of the tests / analysis and thereafter disposed of unless the Client instructs otherwise. If the Client requires, the samples will be returned by **BBN** without any financial charges for this service.

18. All results and data contained in an e-mail or Fax are valid only when supported by the original document on the Company's file.

19. These General Conditions are governed by the laws of Romania and are subject to the exclusive jurisdiction of the Romanian courts.