

## GENERAL TERMS AND CONDITIONS OF SERVICES

These Terms and Conditions apply to all Services given by the Company and the guidelines contained herein are to be used in all occasions when Services are ordered to the Company and/or when the Company is providing Services.

### 1. DEFINITIONS

**Company:** means Hispania P&I Correspondents Land and Sea, S.L. with registered address at Calle Còrsega 299, 3º 3ª 08008 BARCELONA, with VAT NUMBER (CIF) B-64898042 and barcelona@pandihispania.com.

**Principal:** means any person who appoints the Company ordering its Services.

**Services:** means all or some of the services mentioned in these terms and conditions.

**Appointment:** means any agreement for the provision of Services, entered into between the Company and the Principal and/or between the Company and a third party.

**Event:** means any situation and/or incident, casualty and/or occurrence/s which gives rise to the appointment of the Company.

**Surveyor:** means any person duly qualified to investigate and/or examine an Event as an expert, giving its expert opinion in writing.

**Contractor:** means the party appointed by the Company to perform Services to the Company and/or to the Company's Principal, at the request of the Company.

**Disbursements:** means all costs and expenses incurred by the Company and/or by Contractors in relation with the provision of Services ordered by the Principal.

**Fees:** means all fees charged by the Company to the Principal for the Services rendered.

### 2. INDEPENDENCY OF THE COMPANY

The company is an independent adviser and non-exclusive service provider, who act, at all times, in accordance with the instructions of the Principal.

The Company shall act as an independent company, maintaining its own and distinct legal existence and is not deemed to be the agent and/or legal representative of the Principal and/or a dependant or employee of the Principal for any purpose whatsoever.

With the provision of Services, the Company does not assume the risk and fortune of the Principal and/or any other third party whatsoever, nor does it assume, share or modify in any way the rights and obligations the Principal and/or any other third party whatsoever may have.

Neither the Company nor its employees, agents, representatives and/or Contractors shall hold out or represent as agents and/or legal representatives of the Principal. Therefore, the Company is not authorized to institute any legal action against third parties on the Principal's behalf, nor to defend any action instituted against the Principal, on the Principal's behalf.

Likewise, the Company is in no case authorized to receive and/or accept legal notifications and/or services of writs and/or legal claims addressed to the Principal and/or any other third party whatsoever.

### **3. SERVICES PROVIDED**

The Company provides Services offering assistance and guidance to the Principal when an Event takes place on the basis of its practical knowledge of the shipping regulations and practices in Spain and its experience with insurance companies, P&I Clubs and shipping companies.

In general, the Company assists with investigations, arrangements, claims handling, negotiations and appointment of local Surveyors and lawyers whenever it is required and always following the Principal's requests and instructions.

The Company will exercise reasonable skill and care in the performance of its Services using reasonable endeavours to comply with the Principal's reasonable requirements in relation to the performance of Services. In any event, Services are offered, with no warranty of any kind, whether express, implied or statutory.

Services are provided by the Company using its own facilities and means. The company may sub-contract a part or entire Services to be provided.

For the Company to be able to provide the Services in a proper manner, the Principal must provide all necessary information, instructions, data and documentation to the Company, using its best endeavours to support the Company in the exercise of its activity.

Should the above be incomplete, the Company will request the additional information, instructions and/or documentation required and in the meantime it will only provide Services to the extent possible.

The main Services provided by the Company includes without limitation the items listed below:

- Appointing local Surveyors and external lawyers when needed on behalf of the Principal, and upon prior instructions from the Principal, acting as interlocutors among them.

- Assisting said lawyers and Surveyors appointed.
- Attending at places where an Event has taken place assisting the Principal or any other third party involved in the Event at the request of the Principal.
- Collecting information and documentation at the place of the Event, forwarding the same on to the Principal.
- Keeping the Principal informed of developments of the Events.
- Contacting with local Authorities, collecting and providing information and documentation requested by them in relation with an Event.
- In co-operation with ship's agents, in the event, assisting crew in health matters.
- In co-operation with ship's agents in the event, assisting crew with immigration, police and consular authorities, and other authorities and in general, assisting with all ancillary services in relation with such authorities.
- Assisting with security services and with crew repatriations.
- Investigating Events.
- Arranging lifting of detentions and arrests of vessels.
- Handling all type of out of court claims including out of court negotiations in the event.
- Assisting with the recovery of securities deposited at court or before any other Authority, Local entity, Public Registry, Delegation, Board or Office.
- Translating documentation.
- Advising on local costs of different services.
- Advising on local legislation and local events of interest.
- Any other service as requested by the Principal.

#### **4. INVOICING AND COLLECTION OF FEES AND DISBURSEMENTS**

The Company will charge the Principal for its reasonable fees calculated in accordance with the provided hourly rate/quote, in the event.

In case that a quote has not been facilitated prior to the providing of Services, fees will be calculated, taking into account type of work and time employed, in accordance with standard practice, hourly rates and lump sums normally applied by the Company for similar matters. Detail of work and time employed will be facilitated at the request of the Principal.

Disbursements, costs and expenses incurred by the Company will be also charged to the Principal. The Company will provide reasonable and documented evidence that such disbursements, costs and expenses have been incurred.

For every matter, the Company shall issue and submit to the Principal either one or more invoices, as the case may be, for the Services provided, covering fees, disbursements, costs and expenses incurred. Any applicable taxes as per Spanish regulations will be added.

The company will be free to issue periodical interim invoices for the Services already provided. In no case the Company may be compelled to wait for the completion of its services to issue the corresponding invoice.

Unless otherwise agreed in writing, all invoices issued by the Company must be settled within 30 calendar days from the date of the invoice. After such term, the Principal may be charged with the corresponding interests.

The company will be free to request funds in advance to be paid before the providing of Services requested by the Principal. In such cases, providing of Services may be subject to the actual receipt of funds requested.

The company will be free to retain disclosure of any documentation; including Survey reports made by Surveyors appointed by the Company, until complete payment of its invoices pending have been made by the Principal.

Any costs incurred by the Company in the collection of its invoices pending, including legal fees and related costs, will be on the account of the Principal.

The Principal will facilitate full invoicing details. Unless otherwise agreed in writing, in case that the Principal asks to the Company to debit and address its invoices to a third Party, the Principal shall remain jointly and severally liable of the payment of the same.

In the event of a disputed invoice or part thereof, the Principal must raise its objections within 14 days after the invoice date and both the Company and the Principal will issue their best endeavours to solve the dispute on amicable basis.

## **5. COMPANY'S ROLES AND LIABILITIES**

The company acts as a local correspondent of the Principal and it is appointed on case by case basis.

Its principal function is to deal, at the request of the Principal and following its instructions, with the various problems which can face a shipping company and/or its insurer when its ship/insured ship is within Spanish jurisdiction, handling and arranging the necessary to help to solve them. Its role is not that of an agent.

The Company will provide its services with its utmost care and to the best of its knowledge.

The Company makes no assurances and provides no guarantees or undertakings. Any information given and/or advice, assessment, opinion and/or report issued will be based on the available documentation and information and on the findings of inspection/survey procedures carried out in accordance with Principal's instructions.

The Principal assumes to exercise controlling activities on the Services provided and failure of such activities will imply the sole liability of the Principal.

The Company is not liable for any loss, damage and/or prejudice, including, but not limited to, direct, indirect, consequential or special loss or loss of profit, the Principal and/or any third party whatsoever may suffer as a result of the use of the Services, unless this damage was caused by intent, gross negligence or deliberate recklessness on the part of the Company.

The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed the Company's professional indemnity insurance policy. Copy of such policy is available at Principal's request.

Appointment of Surveyors, lawyers and/or any other Contractor to perform and provide Services to the Company's Principal will be always made with the approval of the Principal and taking into account their experience, knowledge, qualifications and circumstances of service required; their services are considered to be provided to the Principal direct and, therefore, the company is not liable for any loss, damage and/or prejudice the Principal and/or any third party whatsoever may suffer as a result of the services given by the appointed Surveyors, lawyers and/or Contractors.

The Principal assumes responsibility for the proper use of the advices and reports issued by lawyers and Surveyors and/or any other adviser appointed by the Company.

The Company and/or its Contractors are not responsible in front of the Principal and/or any other third party whatsoever, for measures that may or may not have been taken by any third party based on a legal advice or report given and/or issued at the request of the Principal.

Unless otherwise agreed in writing, surveyors, lawyers and/or any other Contractor's invoices will be addressed to and paid by the Principal. Unless otherwise agreed in writing, in no case settlement of their invoices may be claimed from the Company.

## **6. INDEMNIFICATION**

When appointing the Company, the Principal agrees to indemnify the Company, its affiliates and their respective directors, officers, employees and/or contractors on demand and hold the Company, its affiliates and their respective directors, officers, employees and/or contractors harmless from and against costs, expenses, damages, prejudices and losses of whatsoever nature (including reasonable legal

fees and costs) either sustained or incurred by the Company in connection with any claims, any and all claims, lawsuits, demands, liabilities, charges, judgments, settlements, and/or penalties actual or threatened, of any kind arising from the provision of the Services.

## **7. NOTICES AND ORIGINAL CORRESPONDENCE AND DOCUMENTATION**

Every notice, instruction or other communication to be given by or to the Company under or in connection with these terms and conditions, shall be made in writing either in Spanish or in English language and shall be delivered by any legal mean which allows the acknowledgement of receipt by the recipient, at the corresponding electronic and/or postal address or at any other address agreed in writing.

Unless otherwise agreed in writing, all documentation will be sent through digital means. Therefore, the Principal will not be sent physical copies by post of:

- Any exchanges.
- Reports made by Surveyors, lawyers and/or contractors.
- Documentation collected in Spain.

## **8. INFORMATION FACILITATED TO THE COMPANY**

The Principal is solely responsible for its information. The Principal agrees to provide true, accurate, current and complete information when providing details to the Company.

The Company is not responsible for inaccurate results that have been obtained through application of incorrect or false information.

The Principal agrees not to impersonate any other person or entity or to use a false name or a name that it is are not authorised to use.

## **9. MODIFICATION OF THESE TERMS AND CONDITIONS**

The Company shall have the right, at its discretion, to change, modify, add or remove portions of these terms and conditions at any time without notice. Notification of any such changes shall be made herein. Changes shall be effective immediately, and subsequent use of the Services provided by the Company shall constitute acceptance of them.

Those guidelines, rules and policies, whether now existing or adopted in the future, are incorporated by reference into these terms and conditions



## **10. PRIVACY AND CONFIDENTIALITY**

The Company values privacy. We handle personal data confidentially and in accordance with the General Data Protection Regulation. Please refer to the privacy policy of the Company for further information.

By using Company's Services the Principal and/or any other third party whatsoever agree to our sharing the information facilitated for the purposes of the provision of Services.

Both the Company and the Principal shall use the information, disclosed by the other and/or third parties and relating to the business of either party, solely for the entrusted purpose and as far as it is necessary for the services provided.

The above obligation of confidentiality shall not apply to disclosure by the Company or the Principal to any of its affiliated companies.

## **11. RELEASING INFORMATION**

The Company has the right at all times to make information public for the purposes of (i) defending itself in legal proceedings, (ii) obeying a court order, (iii) complying with all government legislation, regulations or requests and (iv) protecting national security, defence, public safety and public health.

The Company is authorized to deliver reports and or findings to a third party, where so instructed by the client.

## **12. FORCE MAJEURE**

The Company shall not be liable for default or non-performance of any Services, if such default or non-performance is caused by any reason or circumstances or occurrences beyond the control of the Service Provider, i.e. Force Majeure.

For the purpose of this term, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure and events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties involved, resulting in such a situation.

In the event of any such intervening Force Majeure, the Company shall notify the principal in writing of such circumstances or the cause thereof as soon as possible.

The Company shall continue to perform other Services as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

### **13. SEVERABILITY**

Each provision, term and/or condition herein shall be interpreted and construed to constitute separate term and/or condition.

If any provision, term and/or condition herein shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of remaining provisions, terms and conditions contained herein shall not in any way be affected or impaired.

### **14. LIMITATION PERIOD FOR CLAIMS AND DISPUTES**

Any claim and/or dispute relating to the appointment of the Company and/or to the provision of Services by the Company must be notified to the Company within 30 calendar days from the occurrence giving rise to the alleged liability.

The Company shall in any event be discharged from all liability whatsoever in respect of the provision of Services, unless suit is brought within one year from the occurrence giving rise to the alleged liability. This period, may however, be extended if the parties so agree after the cause of action has arisen.

### **15. LAW AND JURISDICTION**

Any dispute relating to the appointment of the Company and provision of Services by the Company shall be governed by and shall be construed in accordance with the laws of Spain.

Any dispute which may arise out of, or in relation to, or in connection with such appointment and provision of Services which cannot be settled by amicable discussions and mutual agreement, shall be referred to the exclusive jurisdiction of the courts of Barcelona.