



MOODY INTERNATIONAL STANDARD TERMS AND CONDITIONS

Moody International South Africa, its subsidiary companies and its agents (hereinafter referred to as MI), undertakes all work under the following terms and conditions.

1.0 GENERAL

1.1 Basis for quotations

Quotations that may be submitted by MI to clients are based entirely on information supplied to MI by the client and will not under any circumstances be binding if such information is found to be incorrect or incomplete.

1.2 Extraordinary work

Should it be necessary for MI to carry out any extraordinary preparation, preliminary experimental work, or research prior to carrying out the client's instructions, the client will be liable for the charges so incurred. The client will be advised if such work is necessary.

1.3 Delivery

The delivery as quoted is based on the workload at the time of quoting. A final delivery date will be agreed on the receipt of an official instruction to continue with the work.

1.4 Interpretation

MI will not be held responsible if MI's reasonable interpretation of ambiguous instruction proves to be incorrect.

1.5 Changes in scope of work

Any changes in the scope of work, as defined in the tender, will be charged as an extra at our ruling rates or as agreed upon prior to commencement of work.

1.6 Availability of information

All quotations are based on the assumption that all documents sets, input data, instructions or any input from any other party will be complete to the extent that it will enable MI to proceed with their portion of the work.

1.7 Number of revisions

Where applicable, provision has been made for an initial submittal and 2 (two) re-submittals of documentation for approval.

1.8 Procedures and specifications

In the absence of any specific agreement on a procedure or specification to be used (in cases where several procedures are available or applicable) MI will at its sole discretion determine the procedure to be used.

2.0 CONTRACT TYPES AND CALCULATION OF FEES

2.1 Re-imbursable contracts

The expenditure on the job will be reported to the client in detail and will be invoiced as follows:

- Man hours
- Travel time and kilometres at the agreed rates
- Specialised subcontracted work on a cost plus basis
- Air travel and accommodation costs on a cost plus basis

2.2 Fixed price contracts

The total contract amount will be invoiced in monthly progress payments.

2.3 Time charge estimated maximum

As in 2.1 except that the client will be notified if the estimated maximum will be exceeded.



2.4 Extras

All extras will be treated as reimbursable (back charges by our client to the vendor for additional input required by MI shall be substantiated).

2.5 Breakdowns

Breakdown situations will be based on a cost for priority and a surcharge will be levied. A minimum call-out or small job fee will be charged.

2.6 Cost of delivery

Should MI be required to despatch any samples or materials to a client or a third party, all costs of remitting such samples, including associated telecommunication costs, will be borne by the client.

2.7 Rate changes

Unless specifically stated otherwise in the official MI quotation, rates will be adjusted annually on 1 February each year. The new rates will then apply.

3.0 FEES INVOICING AND TERMS OF PAYMENTS

3.1 Fees

Unless otherwise stated fees charged for any assignments carried out by MI will be in accordance with MI's current fees, a copy of which may be requested by clients at any time. Notification of any change in MI's fees shall be given within reasonable time of such new fees becoming effective where applicable.

3.2 Invoicing

- For reimbursable, time charge estimated maximum and time charge open value contracts, the actual expenditure incurred will be charged.
- For fixed price contracts, a payment schedule will be submitted as part of the quotation or in the absence of such schedule, invoicing will be progressive based on percentage of job completion related to MI scope.
- VAT in South Africa shall be shown and charged as a separate item on the invoice.

3.3 Payment

All invoices are payable nets within 30 days of invoice date. In cases where a client does not have an account with MI, Payment in whole or in part may be obligatory before commencement of work or the issue of any documentation. Interest at 2,5% per month will be charged on overdue accounts.

3.4 Costs on default

Should the client default in payment or performance and MI employs the services of an attorney in order to enforce its rights, then and in such event the client shall be liable to pay all legal costs as between attorney and own client, including collection commission calculated at 10% on all amounts paid.

4.0 REPORTS AND CERTIFICATES

4.1 Copying of documents

Unless prior written consent is obtained from MI, certificates, reports, invoices or other documents, whether hand-written or typed, may only be reproduced or published in their full content.

4.2 Original certificates

All certificates issued by MI, embossed with an MI emblem, shall be deemed to be an original document/certificate issued without alternations or modifications.

5.0 CONDITIONS APPLICABLE TO SPECIFIC SERVICES

5.1 Welding and metallurgical services

- 5.1.1 Retesting due to failure or any other legitimate cause, and other additional tests not budgeted for will be charged as an extra.
- 5.1.2 Sample material will be retained for a period of one month from date of completion of the assignment, unless instructions are received to the contrary.

5.2 Certification of vessels under pressure

- 5.2.1 Inspection at sub vendors is excluded unless specifically included in the quotation.
- 5.2.2 Material certification costs to EN 10204 3.2 are excluded unless specifically included in the quotation.
- 5.2.3 No provision has been made for mal-performance of manufacturers or inspection of re-work. Any abortive visits, unnecessary call-outs, failure to incorporate comments on documentation submitted for review and approval resulting in additional document reviews, additional meetings necessary to correct out of control situations and any work outside the scope as defined in the enquiry/quotation, will be charged as an extra.
- 5.2.4 Documentation reviews for approval are based on the first review and two re-submissions.
- 5.2.5 Documentation submitted piece meal might result in additional review time. Documentation distribution to clients or managing representatives for the user to foreign countries will be charged per courier charges.
- 5.2.6 Electronic drawing transmission/receipt will incur and electronic documentation handling fee.
- 5.2.7 Document turnaround time to be agreed upon; the number of working days starting the day after the receipt of the documents. The turnaround time is also subject to the condition that MI is placed timeously in possession of a detailed schedule of documents and submission dates in order to plan the availability of our personnel.
- 5.2.8 Estimates are strictly in accordance with the specified certification code and specifications.
- 5.2.9 Inspection notification by the vendor/manufacturer to MI shall be 24 hours in advance and per telefax in accordance with the approved quality control plan. Faxes received after 13h00 will be deemed to have been received on the next business day.
- 5.2.10 Confirmation of total costs to be made subsequent to the pre-manufacture meeting, placing of orders and confirmation of manufacturing time scales, for reimbursable contracts.
- 5.2.11 Quotations are based on the assumption that the vendor operates a Quality Management system in accordance with ISO 9001.
- 5.2.12 Certificate(s) of compliance shall be deemed to be an original document issued without alterations or modifications.
- 5.2.13 MI shall attend a pre-manufacturing meeting.

5.3 Quality management services

Quality management consultation and the resulting quality system documentation, the implementation and maintenance thereof shall be the sole responsibility of the client unless MI is contracted to the contrary.

6.0 Liability and Claims against Moody International

6.1 Limitation of Liability

- 6.1.1 Moody International's liability shall be limited to the value of the defective services provided up to a maximum of the Purchase Order value coupled to the activity in question.
- 6.1.2 Under no circumstances shall MI be responsible for the customer's losses, consequential or otherwise.

7.0 ALTERATIONS OF TERMS

No employee, agent or representative of MI is authorised to alter or waive any of the terms included herein. The performance of any work undertaken by MI shall further be subject to any additional special conditions that MI may impose. If such conditions differ from any conditions set herein, such special conditions shall, to the extent of such difference, take precedence over any condition set out herein



8.0 LAW OF SOUTH AFRICA

8.1 All contacts with MI shall be governed by and construed according to and all claims against MI shall be determined according to, the law of the Republic of South Africa by the appropriate court of the Republic of South Africa, to the exclusion of the jurisdiction of the courts of any other country.

8.2 Jurisdiction

In terms of Section 45 of the Magistrate's Act, number 32 of 1994, the client hereby consents to the jurisdiction of the Magistrate's Court. MI shall however in its own discretion be entitled to institute any legal action in any other legal Tribunal having jurisdiction, and in such event it shall be entitled to recover such costs according to the tariff applicable to such Tribunal.

