

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

The following terms shall have the following meanings assigned to them unless the context otherwise requires:

“Consultant”	Dutch Offshore Innovators BV (DOI).
“Client”	The party who instructs DOI to provide the Services.
“Services”	The execution of Design and Engineering, Services and/or Delivery of a product set out in a Quotation from DOI or set out in a Purchase Order or other Instruction from the Client which has been accepted by DOI.
“Agreement”	Description of the Services and Conditions as outlined in the attached Quotation, together with these General Terms and Conditions.

2 LIMITATION OF LIABILITIES

DOI’s financial liability shall always be limited to the amount of its fee for the order and shall expire one year after completion and delivery of the Services. In no case DOI shall be liable for any consequential damage resulting from the Services. DOI shall not be liable for any claim arising out of the use or application of the results of the Services, nor for the consequences of any omission in the Services.

3 WARRANTY

DOI shall carry out and complete the Services diligently in conformity with accepted working standards and in accordance with the Agreement. If within one (1) year after delivery of the Services, proven faults or defects are found and notified by Client to DOI, DOI shall, within a reasonable period of time after such notification make good such defects at his own account. DOI makes no guarantees or warranties expressed, implied or otherwise howsoever other than as expressly contained in this clause. All conditions implied by statute, common law or otherwise are excluded, except in case of wilful misconduct. The remedies specified above shall be DOI’s exclusive remedies for all obligations of DOI under the Agreement, such as but not limited to faulty design and workmanship and DOI shall not have no other liability therefore whether in contract, tort or otherwise.

4 LAW AND DISPUTES

All our orders shall be governed by and are construed in accordance with Dutch law.

Disputes shall be settled by arbitration in accordance with the Rules of the Netherlands Arbitration Institute, Dutch law will apply.

5 PARTICULARS

Dutch Offshore Innovators BV

Registered address:

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6 INTELLECTUAL PROPERTY

Copyright on DOI's work remains with DOI unless otherwise agreed in writing.

7 TERMINATION

Should the client terminate the agreement prior to completion of the services, then the client will compensate Dutch Offshore Innovators BV for the part of the services that Dutch Offshore Innovators BV and/or their subcontractors have completed or partially completed up to the date of the termination of the agreement.

8 PAYMENT

Terms of payment are net 30 days from the date of invoice.

9 OTHER CONDITIONS

For any other conditions not covered in the above general terms and conditions, the terms and conditions as set out in the Model Services Agreement, Third Edition 1998, published by FIDIC (ISBN 2-88432-014-8) will apply as the general conditions for this offer and subsequent order(s).