



TRADING TERMS AND CONDITIONS HFBD LTD.

Parties and Terms of Contract.

HFBD Ltd (consequently referred to as HFBDHFBD) shall provide its Services (the agreed scope of works) solely to the party at whose request or on whose behalf HFBD undertakes requested services ("the Client") and in accordance with the terms as laid out herein. The Client shall have no right to sub-licence, transfer the benefit, or otherwise dispose of the rights hereby granted, which are personal to the Client alone. Nothing in this agreement will create any relationship of employer/employee.

Instructions / Services.

The Client ("you") will set out in writing the services which it requires HFBD to provide and the contact details of the party responsible for the payment of fees, charges and expenses incurred.

HFBD will confirm in writing that HFBD accepts the requested Services or alternatively what services HFBD will perform in connection with the Client's instructions and HFBD will identify the member of staff responsible for the day-to-day conduct of the Services.

Once HFBD and the Client have agreed what services are to be performed, any subsequent changes or additions must be mutually agreed in advance by both parties in writing.

HFBD shall provide the Services solely to the party at whose request or on whose behalf HFBD undertakes the requested services ("the Client") and in accordance with the terms as laid out herein. HFBD will confirm in writing that HFBD accepts the instructions or alternatively what services HFBD will perform in connection with the Client's instructions and HFBD will identify the member of staff responsible for the day-to-day conduct of those instructions.

Fees, Charges and Expenses.

HFBD's fees and charges are based upon the time expended on the Services, the equipment used and the seniority and experience of the staff involved. Other factors such as the value, hazards and complexity of the matter may also be considered. HFBD's normal charge will be as HFBD's rate sheet (available upon request) or a bespoke rate sheet as agreed between the parties.

In addition to HFBD's fees, the Client will also be responsible for other out of pocket expenses incurred by HFBD in carrying out the Services. These may include travel, hotels, subsistence, photographs, communications, copying, library, equipment purchase or rental, sample storage and delivery charges. Expenses will be charged at agreed rates.

V.A.T. at the appropriate rate will be added to all fees, charges and expenses where applicable.



Payment Terms.

The Client shall pay HFBD's fees, expenses and any relevant taxes thereon without deduction, in accordance with the terms of these Terms and Conditions in any event not later than 30 days following the relevant invoice date, or in such other manner as may have been agreed in writing between the parties. The client agrees that HFBD has a legal lien to the full value of invoices raised against all client goods and chattels including real estate until such time as the full invoice amount is received as cleared funds in the nominated HFBD bank account. Any delay in payment shall entitle HFBD to charge interest at 4% above the London Inter-bank rate applicable at the time of the default, for any part or the whole of the charge as levied, whichever the greater amount.

Furthermore, the following additional conditions shall apply; -

- i) Invoices will be raised on a weekly or monthly basis unless otherwise agreed in writing.
- ii) HFBD reserves the right to retain Client papers, equipment and documents until all fees, charges and disbursements are paid.
- iii) HFBD reserves the right to suspend all work on all matters on which it has been retained, if the Client fails to settle any of HFBD's Invoices in full within 30 days.

Where the Services are terminated, the proportion of HFBD's fees and charges which is proportionate to the amount of work performed up to the date of suspension or finalisation and any unavoidable cost commitments of HFBD, will become payable by the client.

If any part of an invoice is disputed or queried by the Client, written advice must be received by HFBD within 7 days of issuance of an invoice. Any undisputed element of an invoice must otherwise be paid within 30 days of the issuance of an invoice.

Obligations and Responsibilities.

HFBD shall use all reasonable care and skill in the performance of the Services, whether varied or not, in accordance with standard practice. The Client undertakes to ensure that full instructions and relevant documentation are given to HFBD free of charge and in sufficient time to enable the Services to be performed effectively, efficiently and to procure all necessary access for HFBD to documents, goods, premises, installations, vessels and any necessary client provided transport. The Client further undertakes to ensure that all appropriate health, safety and security measures are taken to provide safe and secure working conditions at the work sites and during transport to and from the sites on client provided transport.



HFBD shall not be liable for the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions.

HFBD will not be liable for the consequences of government or legislation changes that impact any services to be delivered.

If any material error or omission in any report or document as provided by HFBD pursuant to this agreement shall occur, which is due to the failure by HFBD to exercise reasonable care and skill in the performance of the Services provided, HFBD will correct the document or service in question as appropriate, as soon as practicable.

HFBD 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 grants permission, save where required to do so by the order of a competent court of law. HFBD 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 HFBD to continue its' involvement with the appointment. The Client shall be responsible for payment of HFBD's fees, charges and expenses up to and inclusive of the said date known as the terminations date.

Terms of Quotation.

Any quotation issued by HFBD is governed by the following conditions:

- i) Unless otherwise stated, prices or charge rates quoted will remain valid for thirty days. The price quoted, unless otherwise agreed in writing, is subject to the commencement of the provision of the Services within one month of the signing of the Agreement by both parties.
- ii) Value Added Tax is excluded and will be charged where appropriate, in addition, at the ruling rate.
- iii) Where hourly charges are quoted, they refer to time spent working or traveling, unless otherwise agreed. For staff traveling. . Day rates refer to a maximum duration of 12 hours on task including travel time to and from task working site. 24/7 working refers to a suitable number of staff working on a shift system including travel time to and from the task site.
- iv) HFBD reserves the right to vary the fee rate at any time. HFBD will provide up to 5 days written notice of such variation.
- v) Where the services involve the working of paid overtime hours by HFBD because of the Client's own requirement, an additional charge will become payable in respect of the overtime working.



vi) Where delays by the Client cause the work to be extended beyond the time specified, the cost of the work to the Client may be subject to revision or increase. Delays by the client that impact any onsite team tasks will be charged at agreed rates for the task.

Intellectual Property.

The ownership of and the sole right to any copyright, design right or other intellectual property rights as may be used in or derive out of the performance of the Services shall be vested in HFBD and HFBD shall be at liberty to effect and be responsible for securing protection of such rights whether by registration or otherwise as it may see fit. The Client shall lend HFBD all assistance in securing registration of such rights, if so required. Provided that the Client is not in breach of the terms of this Agreement, the Client shall be entitled to an irrevocable non-exclusive, non-assignable license to use such intellectual property in the course of its business.

Confidentiality.

HFBD and the Client shall keep confidential all information of the other party, whether designated as confidential or not or obtained under or in connection with the Services and shall not divulge the same to any third party without the written consent of the other party. The provisions of this clause shall not apply to any information in the public domain otherwise than by breach of the contract; or information obtained from a third party who is free to divulge the same.

HFBD and the Client shall divulge confidential information only to those employees who are directly involved in the provision of the Services or have use of equipment and/or software used in connection with the contract and shall ensure that such employees are aware of the requirement to comply with these obligations as to confidentiality.

The Client undertakes to sponsor HFBD employees or subcontractors for SC/DV security clearance where such a requirement forms part of the service delivery.

Retention of records.

HFBD shall maintain records of all Services provided under the Contract for a period of 6 years from the completion of the Services. HFBD shall provide copies of such records to the Client as may be reasonably required on request and the Client shall reimburse HFBD with the reasonable costs incurred in preparing and supplying such information.



Variation to Contract.

HFBD will not vary the scope of work in any respect, unless agreed in writing with the Client. Where variations in the scope of work including the completion date are requested, HFBD will advise the Client of any additional work and charges as may become due.

Extension to contract terms.

If HFBD is delayed or impeded in the performance of their obligations by any act or omission of the Client, their servants or agents, HFBD shall be entitled to payment of additional charges.

Liability.

HFBD's liability in relation to the provision of the Services will be strictly in accordance with these terms and conditions, which details the entire agreement between the Company and HFBD and the Client. HFBD will have no separate liability to the Client in tort.

HFBD shall have no liability to any third party relative to the provision of the Services, and the Client hereby agrees to indemnify HFBD and hold it harmless against all losses, damage and expenses incurred by HFBD in connection with any claims relative to the Services as provided.

HFBD will have no liability whatsoever to the Client for any loss, damage, delay or expense of whatsoever nature whether direct or indirect and howsoever arising unless the same is proved by the Client to have resulted solely from the negligence, gross negligence or willful default of HFBD, or any of its employees, agents or sub-contractors.

HFBD's liability for any loss or damage whatsoever, whether direct or indirect, or howsoever arising from any errors, inaccuracies or design defects, shall under no circumstances exceed in aggregate an amount equal to the fee paid by the Client for the relevant part of the work.

Save in relation to any defect or claim notified in writing by the Client to HFBD within 12 months of the date of completion of the relevant work (where a warranty has been requested by the client), HFBD shall be under no further liability whatsoever to the Client from expiry of the said 12 month period under this Agreement or for any loss or damage howsoever arising, including any liability for breach of terms implied by statute.

The Client shall have no right to damages for failure, for any cause to meet any time agreed for delivery or performance.



HFBD shall not be liable for loss of or damage to items placed at its disposal by or taken on behalf of the Client, however such loss or damage occurs. Neither shall HFBD be liable for any special or consequential damages that result from the use of, or the inability to use such items, even if HFBD has been advised of the possibility of such damages.

HFBD takes all reasonable precautions to keep secure any confidential data it holds. However, HFBD shall have no liability to the Client or otherwise for any unauthorised access to or loss of any confidential data

which is beyond HFBD's reasonable control or for any direct or indirect loss, damage, liability or expense of whatsoever nature which may occur as a result of any virus, breach of data security or data loss in digital or hardcopy form.

The Client warrants that any equipment as supplied in respect of the Services, is fit for purpose and free of any defects. The Client hereby agrees to indemnify and hold harmless HFBD for any failings of whatsoever nature relative to equipment as supplied in order to execute the Services.

Errors in information as supplied.

Any additional costs or delays caused directly or occasioned by any discrepancies, errors or omissions in the information, equipment and decisions supplied to HFBD by the Client, shall be the sole responsibility of the Client, who will reimburse any such additional costs as incurred by HFBD and shall allow an appropriate extension of time to complete the contract works.

Force Majeure.

Neither HFBD nor the Client shall, except as otherwise provided in these terms and conditions, be responsible for any loss, damage, delay or failure in performance arising hereunder or resulting from an act of God, act of war, seizure under legal process, quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of leaders, rulers or people.

Should HFBD be delayed in the performance of the provision of the Services by circumstances beyond their reasonable control, HFBD shall give immediate written notice of that fact to the Client and shall be entitled to a reasonable time extension, to be agreed in writing. Should the provision of the Services be delayed by more than 30 days after the date of such notice, or such other period as the parties may agree, either party may terminate the contract by giving written notice to the other party. In the event of such termination, HFBD shall be entitled to a pro rata proportion of the fees applicable to the provision of the Services, provided that prior to the receipt of the written notice of termination, costs that are reasonably incurred in expectation of the provision of the Services continuing and any additional costs reasonably incurred in terminating the Services are provided to the Client.



Insurance.

HFBD shall affect and maintain, at no cost to the Client, Professional Liability Insurance for such loss and damage for which HFBD may be held liable to the Client under these terms and conditions. This will be for a figure of not less than £250,000 and when so required by the Client, shall produce evidence of that cover. Should additional cover be required this will be agreed by the parties prior to works commencing.

Insolvency and Bankruptcy.

If either party shall become insolvent or bankrupt, or have a receiving order or administration order made against it or compound with its creditors or, being a corporation, commence proceedings to be wound up (not being a members' voluntary winding up for the purpose of reconstruction or amalgamation) or carry on its business under an administrator or administrative receiver for the benefit of its creditors or any of them, the other party shall be at liberty either;

a) to terminate the provision of the Services forthwith by notice in writing to the other or to the administrative receiver or administrator or liquidator or to any person in whom the Services may become vested,

or

b) to give such administrative receiver, administrator, liquidator or other person the option of carrying out the provision of the Services subject to their providing of a guarantee for the due and faithful performance of the provision of the Services subject to the pre-existing agreed fee.

Company's Right to Sub-contract.

HFBD shall have the right, to sub-contract any of the services provided under these terms and conditions, subject to the Client's right to object on reasonable grounds. In the event of such a sub-contract, HFBD shall remain fully liable for the due performance of its obligations under these terms and conditions.

Termination of Contract.

Should this Agreement be terminated, HFBD shall return any documentation, in whatever form, concerning the Services of the business of the Client as may be received by HFBD during the course of this Agreement, or acknowledge in writing that same and any copies thereof have been destroyed.



HFBD may, without prejudice to any other right it may have hereunder, terminate this Agreement forthwith by giving notice to the Client:

i) Where circumstances reasonably beyond the control of HFBD result in a failure or omission to carry out or observe any of the stipulations, conditions or obligations to be performed under the Agreement.

ii) If the Client shall commit any breach of the performance of the terms of this Agreement.

iii) If either party is in breach of its obligations under the provision of the Services and fails to remedy the breach within 30 days (or such longer reasonable period as may be specified) of receiving a written notice to remedy the breach, then the provision of the Services can be terminated forthwith by the party not in default without prejudice to the accrued rights of the parties.

Reservation of Rights.

Failure of either party at any time or from time to time, to enforce or demand the performance or adherence to any of the terms of this Agreement, shall not constitute a waiver of any of that party's rights under this Agreement.

Arbitration.

Any dispute or difference which may arise between the Client and HFBD arising out of or in connection with the provision of the Services which cannot be settled amicably, shall be referred to a single arbitrator to be agreed between the Client and HFBD, or, failing such agreement within 30 days, to be nominated by the President for the time being of the Institution of Marine Engineering Science and Technology.

Law and Jurisdiction.

This agreement between the Client and HFBD shall be governed by and construed in accordance with the laws of England and Wales, and any dispute(s) shall be subject to the exclusive jurisdiction of the English Courts.

HFBD March 2026