



GENERAL TERMS AND CONDITIONS OF BUSINESS

Apex Marine Surveys SARL

Version 1.0 – 2026

1. Definitions

In these Terms and Conditions, unless the context otherwise requires:

“**AMS**” means Apex Marine Surveys SARL, including its directors, officers, employees, surveyors, consultants, representatives, and approved subcontractors.

“**Client**” means any person, company, insurer, underwriter, P&I Club, shipowner, charterer, cargo interest, trader, lawyer, bank, or entity requesting or benefiting from Services.

“**Services**” means any work performed by AMS including, without limitation, marine surveys, cargo inspections, damage assessments, condition surveys, draft surveys, quantity determinations, container inspections, investigations, witness attendance, consultancy, technical advice, expert opinion, reporting, and related professional services.

“**Report**” means any written or verbal advice, certificate, summary, email, draft report, interim report, photographic evidence, technical note, or final report issued by AMS.

“**Fees**” means professional charges payable to AMS.

“**Expenses**” means travel costs, accommodation, launch hire, transportation, laboratory fees, specialist fees, communication charges, courier fees, bank charges, and all disbursements reasonably incurred.

2. Application of Terms

2.1 These Terms govern all Services performed by AMS unless otherwise agreed in writing.

2.2 Any instruction given verbally, by email, message, purchase order, telephone, or conduct shall constitute acceptance of these Terms.

2.3 Any Client terms inconsistent with these Terms shall not apply unless expressly accepted in writing by AMS.

2.4 If any provision is unenforceable, the remaining provisions shall remain valid.



3. Appointment and Scope of Services

3.1 AMS shall perform the Services with reasonable skill, care, diligence, and professional judgment expected of an independent marine survey practice.

3.2 AMS acts as an independent service provider and not as insurer, guarantor, carrier, warehouseman, or repair contractor.

3.3 AMS may rely upon information, records, statements, documents, or access provided by the Client or third parties unless manifestly unreliable.

3.4 AMS may determine the appropriate method, sequence, timing, and extent of attendance necessary for the assignment.

3.5 AMS may refuse unsafe, unlawful, impractical, or conflicted instructions.

4. Nature and Limitations of Surveys

4.1 Surveys are based on conditions existing at the time and place of attendance only.

4.2 AMS is not responsible for latent defects, concealed damage, inaccessible areas, sealed packages, covered cargo, internal machinery defects, fraudulent conduct, altered evidence, or matters not reasonably observable.

4.3 No dismantling, destructive testing, cargo opening, laboratory testing, or specialist examination is included unless specifically requested.

4.4 Delay in attendance, moved cargo, weather conditions, vessel operations, or lack of access may affect findings.

5. Instructions by Client

5.1 The Client warrants it has authority to instruct AMS.

5.2 The Client shall provide clear instructions, relevant documents, timely access, and contact details.

5.3 The Client shall promptly disclose hazards, contamination risks, dangerous goods, security restrictions, and urgent deadlines.



5.4 AMS shall not be liable for consequences arising from incomplete, late, inaccurate, or misleading instructions.

6. Fees and Charges

6.1 Services are charged according to AMS quotation, agreed lump sum, tariff, or time basis.

6.2 Unless otherwise agreed, AMS may charge for:

- Attendance time
- Travel time
- Waiting time
- Reporting time
- Weekend / holiday attendance
- Urgent / same-day call-outs
- Specialist coordination
- Administrative handling

6.3 Minimum call-out charges may apply.

6.4 Additional work outside original scope shall be charged separately.

7. Expenses and Disbursements

7.1 The Client shall reimburse all reasonable Expenses incurred.

7.2 AMS may request advance funds before travel, laboratory work, launch hire, or third-party engagement.

7.3 Foreign bank charges, transfer deductions, and withholding taxes are for Client account.

8. Payment Terms

8.1 Invoices are payable within seven (7) calendar days from invoice date unless otherwise agreed.

8.2 AMS may require advance payment, interim invoices, or security before or during the assignment.

8.3 Late payments may bear interest at 2% per month or maximum lawful rate, whichever is lower.



8.4 AMS may suspend Services, withhold Reports, or decline future work while sums remain overdue.

8.5 No set-off, counterclaim, or deduction may be made without written consent from AMS.

9. Reports and Reliance

9.1 Reports are prepared solely for the instructing Client in connection with the stated assignment.

9.2 No third party may rely upon any Report without prior written consent from AMS.

9.3 Reports reflect observations and information reasonably available at the time of attendance only.

9.4 Draft reports may be revised.

9.5 Photographs, videos, drone imagery, emails, and digital records may form part of the Report.

9.6 AMS retains copyright and intellectual property in all Reports unless otherwise agreed.

10. No Warranty

10.1 AMS does not warrant commercial outcomes, recovery success, cargo acceptance, insurance recovery, court success, seaworthiness, or future condition.

10.2 Professional opinions are given in good faith based on available evidence.

11. Liability

11.1 AMS shall only be liable for direct loss proven to arise solely from its gross negligence or willful misconduct.

11.2 AMS shall not be liable for ordinary negligence where local law permits exclusion.

11.3 AMS total aggregate liability arising from any assignment shall not exceed:

the greater of:

- (a) fees paid for the relevant assignment; or
- (b) USD 5,000

unless a higher cap is expressly agreed in writing before attendance.

11.4 Multiple claims arising from one assignment shall be treated as one claim.



12. Excluded Losses

Neither party shall be liable for:

- loss of profit
- loss of hire
- business interruption
- loss of contract
- reputational damage
- consequential loss
- indirect loss
- punitive damages

whether foreseeable or not.

13. Indemnity

The Client shall indemnify AMS against third-party claims, liabilities, losses, or costs arising from:

- reliance on Reports without permission
- inaccurate Client information
- unsafe premises or working conditions
- unlawful cargo or activities
- instructions issued by unauthorized persons
- claims exceeding AMS liability limits herein

14. Subcontractors and Experts

14.1 AMS may appoint correspondents, laboratories, specialists, translators, drone operators, or subcontractors where appropriate.

14.2 Unless otherwise agreed, AMS shall exercise reasonable care in selection but shall not guarantee third-party performance.

15. Health, Safety and Access

15.1 The Client shall ensure safe access to vessels, terminals, warehouses, containers, cranes, holds, tanks, and work locations.



15.2 AMS personnel may refuse to board or continue where safety is compromised.

15.3 Time lost due to unsafe conditions remains chargeable.

16. Force Majeure

AMS shall not be liable for delay or non-performance caused by events beyond reasonable control including war, riots, strikes, port closures, epidemics, sanctions, natural disasters, communication failures, transport disruption, or governmental restrictions.

17. Confidentiality

17.1 AMS shall keep confidential non-public information received from the Client, subject to legal or professional disclosure requirements.

17.2 AMS may disclose information to insurers, lawyers, subcontractors, or experts where necessary for the assignment.

17.3 This clause survives termination.

18. Data Protection

AMS shall process personal data reasonably necessary for the provision of Services and in accordance with applicable laws.

19. Conflict of Interest

19.1 AMS may act for multiple parties in the maritime market.

19.2 If an actual material conflict arises on a matter, AMS may disclose, decline, suspend, or withdraw.

20. Suspension and Termination

20.1 AMS may suspend or terminate Services immediately where:



- payment is overdue
- safety is compromised
- instructions are unlawful
- cooperation is lacking
- conflict arises
- reputation or compliance risk exists

20.2 The Client may terminate on written notice, but remains liable for accrued Fees and Expenses.

21. Time Bar for Claims

Any claim against AMS must:

- (a) be notified in writing within fourteen (14) days of the event complained of; and
- (b) be formally commenced within one (1) year,

failing which it shall be absolutely barred.

22. Governing Law and Jurisdiction

These Terms and any dispute arising from them shall be governed by the laws of Lebanon.

Exclusive jurisdiction shall lie with the competent courts of Beirut, unless AMS elects arbitration or another forum.

23. Entire Agreement

These Terms constitute the entire agreement relating to the Services and supersede prior discussions or understandings.



24. Acceptance

Any request for Services, continued use of Services, or payment of invoice constitutes acceptance of these Terms.

Apex Marine Surveys SARL

Independent Marine Surveyors, Cargo Inspectors & Maritime Consultants
Beirut, Lebanon

2026