

SURVEYOR / CONTRACTOR INSTRUCTIONS TERMS & CONDITIONS

1. Definition

The following terms shall have the following meanings:

- 1.1. "Assignment" means the task that AVA Marine / Petro Inspect has instructed the Contractor to carry out in accordance with AVA Marine's / Petro Inspect's specifications and all documents however created in preparations thereof.
- 1.2. "AVA" shall mean AVA Marine Group Inc, all companies owned, partly owned or contracted by AVA Marine
- 1.3. "Petro Inspect" shall mean "Petro Inspect Group of Companies", any Trade or Operating names associated with the Petro Inspect or contracted by Petro Inspect
- 1.4. "Client" means the party from whom AVA Marine / Petro Inspect received the Assignment that is now being sub-contracted to the Contractor.
- 1.5. "Confidential Information" means AVA Marine's / Petro Inspect's secrets or confidential information; and extends to all knowledge and information, relation to AVA Marine's / Petro Inspect's or the Client's business, organization, finances, processes, specifications and technology.
- 1.6. "Contract Period" means the time agreed between the Contractor and AVA Marine / Petro Inspect in which the Contractor must complete the Assignment.
- 1.7. "Contractor" means the party that AVA Marine's / Petro Inspect has contracted to complete the Assignment.
- 1.8. "Surveyor" means a contractor; as above.
- 1.9. "Project Manager" means the employee of AVA Marine / Petro Inspect charged with overseeing the completion of the Assignment.
- 1.10. "Restricted Period" means the duration of the Contract Period and one year from the termination of the contract, however occasioned.
- 1.11. "Rights" means all rights to any intellectual property acquired or developed in respect of the Assignment (whether or not registered, patented or capable of registration or patent), including, but not limited to, designs, trademarks, copyrights or patents.

2. The Contractor's status

The Contractor shall remain an independent contractor at all times and will not become an employee of AVA Marine / Petro Inspect. In particular, but not limited to the following; the Contractor:

- 2.1. Shall remain responsible for his own tax and National Insurance or equivalent contributions.
- 2.2. Shall not become entitled to sick pay or holiday pay

- 2.3. Shall not have access to AVA Marine's / Petro Inspect's employee grievance procedure.

- 2.4. Shall be responsible for the costs and expenses of or relating to material, equipment and premises; required to complete the assignment.

3. Contractor's obligations

- 3.1. The Contractor shall complete the Assignment within the Contract Period and all work undertaken is done so strictly in accordance to these terms and conditions.
- 3.2. The Contractor shall meet any and every deadline agreed between the Contractor and AVA Marine / Petro Inspect.
- 3.3. The Contractor shall report to the Project Manager or any other officer, as nominated by AVA Marine / Petro Inspect; and provide summaries of the status of the Assignment upon request.
- 3.4. The Contractor shall maintain one hard copy and two electronic copies, both stored in separate locations, of the Assignment, at all times during the Contract Period.
- 3.5. The Contractor undertakes and agrees to keep in full force and effect, a policy of professional indemnity, and confirm the report in writing within 48 hours.
- 3.6. The Contractor shall report all accidents and incidents verbally to the Project Manager immediately and confirm the report in writing within 48 hours.
- 3.7. The Contractor shall, both during Contract Period, and all times thereafter, keep confidential and not, except as authorized, use or disclose or attempt to use or disclose any of the Confidential Information.

4. Restrictions upon the Contractor

- 4.1. The Contractor shall not subcontract the Assignment without AVA Marine's / Petro Inspect express written permission.
- 4.2. The Contractor shall not for the Restricted Period supply or solicit with any of AVA Marine's / Petro Inspect clients.
- 4.3. The Contractor shall not, for the Restricted Period, employ or be employed, by any person or persons, who employs any of AVA Marine's / Petro Inspect employees or directors, who has or have confidential information.
- 4.4. The Contractor shall not, for the Restricted Period, cause, encourage or assist, any of AVA Marine's / Petro Inspect employees or directors, to leave its service.

5. Intellectual Property

The unrestricted ownership of the Rights and sole entitlement to obtain protection including but not limited to copyright over, design rights over, patents of or registration of the Assignment or anything prepared in connection with the Assignment shall be vested in AVA Marine / Petro Inspect from the date of delivery by the Contractor to AVA Marine / Petro Inspect of the Assignment and AVA Marine / Petro Inspect may effect and be responsible for the protection of the Assignment as it thinks fit. On request by AVA Marine the Contractor shall do all things necessary so that the intellectual property rights in the work shall vest in AVA Marine / Petro Inspect

6. Reservations / Exclusions

- 6.1. AVA Marine / Petro Inspect retains the right to withhold payment in full of the Contractor's invoice if the Assignment is deemed substandard.
- 6.2. The liability of AVA Marine / Petro Inspect in connection with the completion of the Assignment, whether in contract, tort, negligence, breach of statutory duty or otherwise, shall be limited to not more than the total Fees payable by the Client to AVA Marine / Petro Inspect.

7. Termination

- 7.1. AVA Marine / Petro Inspect retains the right to terminate the contract at any time.
- 7.2. No term, other than clauses 3.3, 3.4, 3.6, 4 and 5, shall survive termination.
- 7.3. Termination of this agreement, shall not affect any rights of the parties accrued up to the date of the termination.

8. Governing Laws, Jurisdiction & Disputes

These Conditions, Contract, and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of Canada and/or Singapore and any dispute shall be subject to the exclusive jurisdiction of the Courts of Canada and/or Singapore

The parties irrevocably agree that the courts of Canada and/or Singapore shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, these Conditions, Contract or its subject matter (including non-contractual disputes or claims). The parties' submission to this jurisdiction does not limit the rights of AVA MARINE / PETRO INSPECT to commence any proceedings arising out of this Agreement in any other jurisdiction it may consider appropriate.
