

ROCKLEDGE EAST AFRICA LIMITED

TERMS AND CONDITIONS OF BUSINESS (2016)

1. In so far as they are not in contradiction with (i) the regulations or contractual agencies or public or private entities or (ii) the Imperative provisions of local law, the services provided by Rockledge East Africa Limited directly or through their agents and or subcontractors are subject to these Terms and Conditions of Business. In these conditions:

“Company” means Rockledge East Africa Ltd.

“Principal” means the persons or bodies from whom the instructions to act have originated.

2. The Company will accept orders for services only under these general terms and conditions unless otherwise specifically agreed in writing, and accordingly all offers or tenders are made subject to these general terms and conditions. The Company contracts for itself and as agent of and trustees for its officers, employees, agents and subcontractors. Every reference to the Company in these conditions shall be deemed to include all such officers, employees, agents and sub-contractors so that such persons or bodies shall have the benefit of these conditions and collectively and together with the company shall be under no greater liability to the Principal or to any third- party than is the Company hereunder.

3. The Company shall be entitled to perform any of its obligations herein by itself or by subsidiary or associated companies or by an independent sub-contractor. The Company shall also be entitled to procure the provision of services solely as an agent for the Principal. In any such case the Company will not make any contract with the Principal for the provision of any such service and shall act solely on behalf of the Principal in arranging a contract for services directly between the Principal and the third party contractor.

4. The Company is a business enterprise actively engaged in the trade of inspections, and as such it:

- a. carries out inspections, testing, samplings, measurements and similar operations.
- b. Facilitation or monitoring trade, improving flow of goods in ports and terminals.
- c. Industrial services including tanks & pipeline painting, coating inspection among others.
- d. issue reports and certificates related to the aforesaid operations.

5. The Company performs its services for only one Principal, unless the Company is expressly notified in writing prior to performing the service that such services are for the benefit and account of more than one party and each such party has received a copy of these general terms and conditions, but the Company may rely completely on the instructions received from the first nominating Principal and may use its own discretion in resolving conflicts, discrepancies and/or ambiguities in or among Principal communications with the Company. The Company will however be deemed irrevocably authorized to deliver at its discretion the report or the certificate to a third party. If following instructions by the Principal a promise in this sense had been given to this third party or such a promise implicitly follows from circumstances, trade custom, usage or practice.

6. The Company will provide services in accordance with:

- a. the Principal's specific instructions as confirmed by the Company.
- b. the terms of the Company's Standard Order Form and/or Standard Specification Sheet if used.
- c. any relevant trade custom, usage or practice.
- d. such methods as the Company shall consider suitable on technical and/or financial grounds.

7. All enquiries and orders for the supply of services must be accompanied by sufficient information, specifications and instructions to enable the Company to evaluate and/or perform the services required. Documents reflecting engagements contracted between the Principal and third parties, such as copies of contracts of sale, letters of credit, and bills of lading are (if received by the Company) considered to be for information only, without extending or restricting the Company's mission and obligations.

8. Subject to the Principal's instructions, the Company will issue reports and certificates of inspection which reflect statements of opinions made with due care within the limitation of instructions received, nevertheless the Company is under no obligation to refer to or report upon any facts or circumstances which are outside the specific instructions received.

9. The Principal agrees that he will:

- a. ensure that instructions to the company are given in due time to enable the required services to be performed effectively.
- b. procure all necessary access to the company's representatives to enable the required services to be performed effectively.
- c. supply if required any special equipment and personnel necessary for the performance of the required services.
- d. ensure that all the necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the company's advice whether requested or not.
- e. take all necessary steps to eliminate or remedy any obstruction to or interruptions in the performance of the required services.
- f. inform the company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons.
- g. fully exercise all its rights and discharge all its liabilities under any related contract whether or not a report or certificate has been issued by the Company failing which the Company shall be under no obligation to the Principal.

10. a. The Company undertakes to exercise due care and skill in the performance of its services and accepts responsibility only in cases of negligence proven by the Principal.

b. The liability of the Company, its officers, employees, agents and sub-contractors to the Principal in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to ten (10) times the amount of the fee or commission payable in respect of the specific service required under the particular contract with the Company, which gives rise to such claims provided however that the Company shall have no liability in respect of any claims for indirect or consequential loss including loss of profit and /or loss of future business and/or loss of production and/or cancellation of contracts entered into by the Principal. Where the fee or commission payable relates to a number of services and a claim arises in respect of one of those services the fee or commission shall be apportioned for the purposes of this paragraph by reference to the estimated time involved in the performance of each service.

c. The Company shall be under no liability whatsoever to the Principal for any claims arising in respect of any service provided unless suit is brought and written notice thereof has been received by the Company within three (3) months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.

11. The Principal shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or sub-contractors against all claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any services to the extent that the aggregate of any such claims relating to any one service exceed the limit mentioned in paragraph 10.b.

12. In the event that any unforeseen problems or expenditure arise in the course of carrying out any of the contracted services the Company shall be entitled to make additional charges to cover additional time and cost necessarily incurred to complete the service.

13. The Principal will punctually pay not later than thirty (30) days after the relevant invoice date or within such other period as may have been agreed in writing by the company, all proper charges rendered by the Company failing which interest will become due at the rate of two percent per month from the date of invoice until payment. The Principal shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, cross claim or set off which it may allege against the Company. The Principal shall also pay all of the Company's costs of collecting any amounts owed to the Company, including attorney's fees and court costs.

14. In the event of the Company being totally or partially prevented by reason of any cause whatsoever outside the Company's control from performing or completing any service for which an order has been given or an agreement made, the Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required service and the Principal will pay to the Company on demand:-

- a. the amount of all abortive expenditure actually made or incurred;
- b. a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out.

15. If any provision of these conditions is held by any competent tribunal to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.

16. The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Principals seeking a guarantee against loss or damage should obtain appropriate insurance.

17. These general terms and conditions replace and supersede any terms and conditions previously used by the Company and/or the Principal to the extent of overlap, duplication and/or conflict there between. No alteration, amendment or waiver of these General Conditions shall have any effect unless made in writing and signed by the Company's head of Technical & Operations.

18. These conditions and any contract to which they apply shall be governed by Kenyan Law and any dispute or claim of whatsoever nature, arising out of any contract to which these conditions apply shall be subject to the jurisdiction of the Kenyan Courts.