AIMS GROUP SARL
P.O Box: 741 Kribi, **South Region of Cameroon,** Email: contact@aimsgroupsarl.com
Tel: +237 680135262-222462621, Website: www.aimsgroupsarl.com

STANDARD TERMS AND CONDITIONS FOR AIMS GROUP CARGO SURVEYING SERVICES

The AIMS GROUP SARL Cargo Surveyors operate under the following terms and conditions save for paragraph 3 (b). Both parties (the Company and the Customers') agreed that the terms and conditions under the service standard constitute an important part of the subcontract concluded by and between the parties, and both parties should abide by it.

1. Incorporation

(a) These Standard Terms are incorporated by reference into all quotations, proforma invoices, work orders and emails issued by the Surveyor.

(b) Client's acceptance of a quotation, work order, or payment of invoice, or allowing surveyor to board, constitutes full acceptance of these Terms.

(c) These Terms are available on our website, at our office and on request. No verbal deviation is valid unless confirmed in writing.

2. Definitions

(a) "Company" shall mean the Surveyor, Company or Partnership providing the services.

(b) "Customer" shall mean any person upon whose behalf or on whose request the Company agrees to provide Services.

(c) "Services" shall mean any services whatsoever, whether or not for reward, provided by the Company.

(d) "This Agreement" shall mean the terms herein.

(e) "File" shall mean a File created by the Company arising from instructions by the Customer.

(f) "Charges" shall mean the Charges raised by the Company (inclusive of disbursements, expenses, costs and any other sums whatsoever recoverable under this Agreement.

(g) "Survey" shall mean container/general cargo inspection, pre-loading survey, loading and discharge survey, supervisory survey, securing and lashing survey, heavy-lift and project cargo survey, damage survey and expert witness services and report.

3. Application/ Prevailing Conditions

(a) The Company shall provide all Services to the Customer subject to the terms of this Agreement. Any changes or additional to this Agreement must be agreed in writing between the Customer and a director of the Company.

(b) The terms of this Agreement shall prevail over any terms in the Customer's order, letter or email.

(c) If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of or the validity of enforceability of this Agreement.

4. Parties

(a) The Customer warrants that where it is acting as agent, whether disclosed or not, it has authority to contract on the terms of this Agreement and that its principal will be bound thereby.

(b) Where the Company receives instructions from two or more Customers or where a Customer is acting as an agent on behalf of two or more principals, then each Customer and/or principal shall be jointly and severally liable for the Company's charges.

5. Services

(a) The company's objects, both at home and abroad, whether on its own behalf or on behalf of third parties, are:

(i) Container Inspection: physical inspection at the gate, physical inspection at inland, container depots (ICDs)/container freight stations (CFSs), container cleaning and fumigation inspection, and container repair inspection.

(ii) General Cargo Inspection: containerized cargo inspection, unitized cargo inspection and semi-bulk cargo inspection,

(iii) Pre-loading Survey

(iv) Loading and Discharge Survey,

(v) Supervisory Survey,

(vi) Securing and Lashing Survey,

(vii) Heavy-lift and Project Cargo Survey,

(viii) Damage Survey and

(ix) Expert Witness Services;

(b) The Company undertakes to provide the Services in a professional manner exercising reasonable skill and care.

(c) Where the Company is instructed to assess a loss and/or adjust an insurance or other claim the Company shall use reasonable endeavours to advise on the value of the loss and/or claim having reference to local market conditions, transport costs, existing sales agreements and other relevant circumstances. The Customer acknowledges that any advice proffered by the Company in respect of the value of any property of whatever nature whether real or personal represents a reasonable market value and may be subject to market fluctuations.

(d) Where the Company is instructed to inspect premises, conveyances, cargo, vehicles or any other property of any nature whatever whether real or personal for the purposes of assessing the insurance and/or security risk, the Customer acknowledges that:

(i) The Company will not, unless the contrary is agreed in writing, damage, dismantle, sample or undermine the property. As such, the Company will not be in a position to assess the structural stability or construction quality.

(ii) Whilst the Company will make reasonable enquiries in respect of the property, the Company will relay upon the person or whom such enquiries are made to provide honest and accurate answers.

(e) Where the Company is instructed to sell real or personal property for any reason whatsoever, it is agreed that:

(i) The Company shall use reasonable endeavours to obtain a reasonable market price for the property having consideration to the condition of the property, the market conditions at the time of sale, transport and insurance costs and other relevant circumstances.

(ii) The Company shall, in performing any sale, act as the Customer's agent only. The Company shall, subject to Clause 11 (I) herein, account to the Customer for any sale and/or salvage proceeds after deduction of any Charges.

(iii) The Customer shall indemnify the Company for any costs, expenses, customs charges, claims, fines, penalties, indemnities or other losses of whatever nature arising from or in connection with any such sale.

(f) For the purposes of this Agreement, a File shall be considered closed once payment of the Company's final invoice has been effected. The Company shall, thereafter, retain any papers collected in accordance with that File for a period of two years. Unless otherwise agreed in writing, the Company shall be at liberty to destroy the papers after the end of the said two year period. Upon written instructions by the Customer, the Company may return the file to the Customer (subject always to charges in Clause 11(I) below) or retain the papers for an additional agreed period. If the papers are to be retained for an additional agreed period, the Company reserves the right to charge the Customer a reasonable sum for storage of the File.

6. Third Parties and Disclosure of Work

(a) Any report, advice or other communication issued by the Company to the Customer is for use by the Customer only (or where acting as agent, the Customer's principal). Any such report, advice or other communication is not to be disclosed to any third party without the written authority of the Company.

(b) It is hereby acknowledged that any report, advice or any other communication has been prepared for use only by the Customer. The Company accepts no duty of care to any third party who may rely on any report, advice or communication by the Company.

(c) The Customer hereby agrees to indemnify the Company for any costs, expenses, claims, fines, penalties, indemnities or any other losses of whatever nature suffered by the Company arising from or caused by the disclosure by the Customer of any report, advice or other communication to any third party.

7. Use of Consultants, Agents or Contractors /Associates

(a) The Company shall be at liberty to use the services of qualified Associates, agents, independent contractors and/or consultants to perform the Services under this Agreement. The Customer authorises the Company to contract such Associates, agents, independent contractors and/or consultants subject to the trading conditions of the parties with whom such contracts are made.

(b) All Associates, agents, independent contractors and/or consultants are bound by the same professional, confidentiality and IFIA Standards. The Company remains fully responsible for their work.

(c) Customer shall not directly hire or instruct Associates, agents, independent contractors and or consultants without Company approval.

8. Acceptance Terms

(a) A contract is formed when ANY of these occurs: Customer signs Quotation; Customer confirms by email/WhatsApp; Customer pays invoice (full/partial); Customer allows Surveyor to board vessel or access cargo.

(b) Acceptance means full acceptance of ALL clauses, including Limitation of Liability in Clause 15.

(c) Offer validity: Quotation valid for 7days unless otherwise stated.

9. Assignment

(a) Customer shall not assign, transfer or sub-contract this contract to third party without prior written consent of the Company.

(b) The Company may assign this contract to its affiliate or insurance company for collection fees.

10. Insurance

(a) The Company maintains Professional Indemnity (RC Professionnelle) under the Civil liability Insurance Policy purchase.

(b) The Company's insurance does NOT cover cargo itself. Cargo insurance remains Customer's responsibility under the CIMA Code.

(c) Customer shall maintain its own Cargo/ Marine Insurance and provide proof if requested for joint survey.

11. Charges / Payment

(a) Unless otherwise agreed in writing, the Customer shall pay the Company for the Services in accordance with the Company's standard tariffs. Details of the Company's standard tariffs are available on request.

(b) In addition to the Charges set out in Clause 11(a) above, the Company shall charge the Customer, and the Customer shall pay, for any disbursements and/or other costs or expenses incurred by the Company in the performance of the Services.

(c) Where appropriate the Company shall, in addition to the Charges, add VAT or other applicable tax to the Charges.

(d) Payment terms: The Charges will be paid in full by the Customer in cash or as otherwise agreed without set-off or deduction before release of Final Report, unless Customer has approved 30-day credit account.

(e) Overdue interest: If any sum payable under this Agreement shall not be paid when due, the Customer shall pay to the Company interest in accordance with the Late Payment at a rate of 1.5% per month (18% per annum) as per OHADA Uniform Act.

(f) Cancellation: If cancelled < 4 hours before attendance, 50% of fee is due. If Surveyor attends but vessel or cargo is not ready, full fee and waiting time applies.

(g)Waiting time: Free 2 hours. Thereafter 50,000 FCFA/hour/surveyor.

12. VAT (Value Added Tax)

(a) All fees quoted are Exclusive of VAT (Hors Taxe).

(b) VAT of 19.25% (Cameroon rate), plus 2.2% AIR (if applicable) and other port levies will be added on invoice.

(c) If Customer is exempt, must provide valid exemption certificate before invoicing.

13. Equipment

(a) Company provides: cargo survey equipment, tape measures, cameras with GPS, PPE, sample bags, seals.

(b) Customer provides at no cost: safe gangway, safe lighting, access to holds/hatches, forklift for sampling if needed, power for container inspection.

(c) All Company equipment remains property of Company. Customer liable for damage due to Customer's negligence.

14. Safety

(a) Safety is governed by SOLAS and ISPS Code, incorporated herein.

(b) Company reserves right to STOP survey if conditions are unsafe: no gangway, gas in hold, storm, unsafe ladder, armed conflict in terminal.

(c) Customer warrants cargo is safe to inspect and has declared all Dangerous Goods per IMDG Code. If undeclared DG found, client indemnifies Company.

Surveyors will wear PPE. Customer to enforce terminal safety rules.

15. Limitation of Liability and Indemnity

(a) Except in the case of death or personal injury caused by the Company's negligence, the Company's liability howsoever arising under or in connection with this Agreement, whether in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed (i) a sum equivalent to three times the Charges.

(b) The Company shall under no circumstances whatsoever be liable to the Customer whether in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Customer of an indirect or consequential nature including, without limitation, any economic loss or any other loss of turnover, profits, business, market share or goodwill, demurrage, detention, storage, Customs fines, BESC/PECAE fines charterparty disputes.

(c) A director of the Company and the Customer may agree in writing for the Company to accept a limit of liability in excess of that in Clause 15(a) above upon the Customer agreeing to pay the Company's additional charges for accepting such an increase in liability. Details of such charges are available from the Company upon request.

(d) The Company shall in any event be discharged of all liability whatsoever, howsoever arising, in respect of any service provided for the Customer or which the Company has undertaken to provide unless suit be brought and written notice thereof given to the Company within two years form the date of the act or omission alleged to give rise to the cause of action against the Company.

(e) Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond the reasonable control of that party.

(f) Indemnity: The Customer warrants that its instructions to the Company and any information provided by the Customer to the Company in connection with the performance of the Services are accurate and correct. The Customer agrees to indemnify the Company for any claims, expenses, indemnities, fines, penalties or other losses of whatever nature arising by reason of inaccurate or false information supplied by the Customer to the Company.

16. Data Protection

(a) Company complies with the Cameroon Law No 2010/012 of 21 December 2010 on Cybersecurity and Personal Data Protection and many other related laws, regional and international laws duely ratified and applicable in Cameroon.

(b) Personal data (names, phones, passport numbers of crew etc) collected during survey purpose and kept for 10 (ten) years per maritime law.

(c) Customer data will not be sold or used for marketing.

17. Confidentiality

(a) All cargo information, photos, quantities, client names are strictly confidential.

(b) Company shall not disclose Report to any third party (including CNCC, Customs, Insurer) without Customer written consent, except when required by law or court order (CEMAC/ OHADA) and Cahier des charges PAK.

(c) This obligation survives termination for 05 (five) years.

18. Reports and Intellectual Property Right

(a) Property: Reports, photos, videos, and analysis remain Intellectual Property of Company until full payment. After payment, Report property transfers to Customer for that specific use only.

(b) Use: Report is Customer only, for one shipment. Customer cannot publish report, alter photos, or use Company logo without consent.

(c) Authenticity: Each reports bears unique QR Code, stamp and signature. Any alteration is forgery punishable under Section 205 of the Cameroon Penal Code.

(d) Company may retain copy for its legal archive and for defense against claims.

19. Dispute Resolution

(a) The parties agree to submit any dispute arising from the interpretation and / or execution of the present contract through negotiation mechanism; in case of failure, the parties will attempt to settle it by arbitration in accordance with the Uniform Act on OHADA Arbitration laws and the Common Court of Justice and Arbitration rules, in case of failure still, the dispute shall be submitted to the competent territorial jurisdictional courts in Cameroon.

20. Time Bar

(a) Any claim against Company must be notified within 14 (fourteen) days of Report date, and sued within 06months per the CEMAC Code.

(b) Any claims against the company by the customer shall be deemed to be waived and absolutely time barred upon the expiry of two year from the submission date of the report to the customer.

21. Force Majeure

(a) Neither of this Agreement shall be in breach of any obligation hereunder (other than the obligations of the Customer to make payment of any monies due to the Company insofar as performance thereof has been delayed, hindered, interfered with or prevented by any circumstances beyond its reasonable control.

(b) Neither party liable for failure due to: Act God, storm, flood, port closure, strike of dockers, war, piracy, pandemic, government order, customs seizure, fire , explosion etc.

(c) If Force Majeure is more than 7(seven) days, either party may terminate with written notice and pay for work already done.

22. Waiver

(a) Failure by Company to enforce any clause does not mean waiver of that clause.

(b) Waiver is only valid if in writing signed by Director.

23. Termination

(a) Customer may terminate anytime by written notice, but must pay: (a) 100% of work done plus (b) 50% of remaining fee as indemnity.

(b) Company may terminate immediately if: Customer fails to pay, provides false information, creates unsafe condition, or becomes insolvent under the laws.

(c) On termination, clauses 15(liability), 16 (Data), 17 (Confidentiality), 18 (IP) and 24 (Law) survive.

24. Governing Law

(a) This Agreement shall be executed and interpreted in conformity with the legislation of the Republic of Cameroon.

(b) The parties agree that all disputes arising under or in connection with it and any and all disputes arising from or in connection with its negotiation, its validity or its enforceability or otherwise howsoever shall be exclusively governed by and determined in accordance with the legislation of the Republic of Cameroon.

(c) Language: English and French are both valid, English prevails for courts in Cameroon.

25. Signature - Proof of Incorporation

Customer confirms having read, understood and accepted all clauses including liability limitation and incorporation clause.

For Customer:
Signature & Stamp:
For and on behalf of the Customer

For Cargo Surveyor:
Signature & Stamp:
For and on behalf of the Cargo Surveyor