

## **SPECIAL CONDITIONS**

### **1. Background**

- A. We are supplying you with Personnel to operate the equipment you have agreed to hire under from us.
- B. These terms described as **Special Conditions** apply solely to the conditions upon which the Personnel is supplied to you. The terms governing the hire or purchase of the Echoscope, as may be applicable, are separate and contained in the terms and conditions attached.

### **2. Agreed Terms**

- 2.1. The definitions in this paragraph shall apply to these Special Conditions:

**“Customer”:**

**“Echoscope Operator” or “Personnel”:** The personnel supplied for us to assist you solely in operating the Echoscope.

**“Services”:** the services to be provided by the Supplier and which are set out in Schedule 1 of these Special Conditions.

**“Supplier”:** Coda Octopus Products Limited with its principal place of business Anderson House, 1 Breadalbane Street, Edinburgh EH6 5JR

### **3. Scope of Services**

- 3.1. The Personnel shall only be used to provide the Services.
- 3.2. The Customer shall ensure that it only uses the Personnel for the envisaged Services.

### **4. Safety at Work**

- 4.1. The Customer shall be responsible for ensuring the safety of the Personnel at all times while the Services are being provided for the Customer at its premises or those of its customers.
- 4.2. The Customer shall be responsible for ensuring that the Personnel is given sufficient safety briefing including where appropriate a safety tour at the work location prior to commencing duties.
- 4.3. Unless otherwise agreed by the Supplier, the Customer will provide Personnel Equipment for the Personnel.
- 4.4. Where the Customer stipulates that the Customer’s equipment or clothing will be used by the Personnel, the Customer will supply these free of charge. The Personnel will wear hard hat in compliance with safety regulations at the work location. The Customer is responsible for the provision of any other safety clothing, footwear and equipment required to comply with industry legislation for any work location where the Echoscope Operation is directed.

- 4.5. The Supplier is not responsible in any way whatsoever for provision of safety equipment or clothing.
- 4.6. The Customer shall be responsible for providing a safe working environment for the Personnel and shall ensure that the working environment conforms with the international health and safety executive standards appropriate to the work place.
- 4.7. It is the Personnel's responsibility to observe all relevant laws and regulations applicable to the place of work and the provision of services by the Personnel and to comply with the Customer's health and safety policies as applicable.

## **5. Evacuation and Repatriation from Vessel or Work Location**

- 5.1. The Customer will be responsible for the evacuation and any necessary repatriation of the Echoscope Operator and will employ the same procedures and criteria which apply in the case of the Customer's own employees.
- 5.2. Where applicable the Customer will evacuate the Personnel to the nearest hospital. Thereafter the Customer will contact the Supplier to facilitate further treatment repatriation and/or evacuation of the Echoscope Operator.
- 5.3. The Customer will keep the Supplier informed at the soonest possible opportunity of any developments which require medical intervention, repatriation and/or evacuation of the Personnel.
- 5.4. Where the repatriation and/or evacuation is necessitated for reasons other than accident or illness or compassionate grounds, the cost will be met by the Customer.
- 5.5. The Supplier reserves the right to refuse liability for repatriation and/or evacuation costs incurred under other circumstances than those addressed in Clause 5.4 if the Customer has not informed the Supplier of the repatriation and/or evacuation within 48 hours of the incident occurring and/or if the Customer has not complied with the directions of the Supplier.

## **6. Travel and Subsistence**

- 6.1. The Customer will provide or reimburse at cost all travel of Personnel from the Point of Origin to the project location and return to the Point of Origin and accommodation costs.
- 6.2. The Customer will be responsible and liable for the cost of travel and making arrangements for the Personnel to travel to their Point of Origin as a result of the Customer's work project being suspended or terminated for whatever reason.
- 6.3. The Customer will provide reasonable subsistence and accommodation for Personnel whilst under contract.
- 6.4. An administration fee of 15% will be added to invoices presented to the Customer by the Supplier for accommodation, documented travel and associated expenses incurred by the Personnel during the contract with the Customer.

## **7. Non-Circumvention**

- 7.1. Neither the Customer nor its affiliates shall for a period of 12 months contract the Personnel for Echoscope Services unless this is agreed by the Supplier in writing waiving this Restriction.
- 7.2. The restriction set out in Clause 7.1 apply to actions carried out by the Customer in any capacity and whether directly or indirectly on your own behalf or on behalf of any person or jointly with other person.
- 7.3. The Supplier and Customer consider the covenants set out in this Clause 7 to be fair and reasonable.

## **8. Liability and Indemnity**

- 8.1. Whilst every effort is made by the Supplier to provide Personnel with reasonable standards of skills, integrity and reliability and to provide them in accordance with the Customer's booking details, the Supplier is not liable for any loss, expense, damage or delay arising from any failure to provide Personnel for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Personnel. For the avoidance of doubt the Supplier does not exclude liability for death or personal injury arising from its own negligence.

## **9. Quotation for Supply of Personnel and Law**

- 9.1. By signing and returning this you agree to our quotation for the equipment and the supply of the Personnel along with the terms and conditions of our Contract.
- 9.2. In the event that your contract is for rental of equipment, our terms and conditions of rental shall apply and these Special Conditions shall be deemed incorporated therein (terms of condition for rental) by reference. These Special Conditions and terms and conditions of hire shall constitute the Contract between the Parties for the subject matter described.
- 9.3. In the event that your contract is for purchase of equipment for which you require Services as is defined herein, our terms and conditions of sale shall apply and these Special Conditions shall be deemed incorporated therein (terms and conditions for sale) by reference. These Special Conditions and terms and conditions of sale shall constitute the Contract between the Parties for the subject matter described.

## **Schedule 1: Description of Services to be provide by Personnel**

### **Training**

A five day training package which will include:

- Initial equipment set-up
- Integration of navigation system (if provided)
- Power/data set-up (ROV mobilization)
- Basic software operation – main controls
- On water data gathering – Live & Replay modes
- Use of Models
- Processing and exporting data

### **Operation**

On arrival at the designated mobilization site, the Engineer will:

- Set-up the Echoscope® and equipment
- Integrate navigation (as required) and test
- Operate the equipment during any on water testing
- Demonstrate operations to designated personnel
- Provide advice on optimum settings and geometry for the operation
- Provide training to designated personnel
- Operate the equipment to the customer's instructions
- Provide data processing and export data in support of operations