



## GENERAL TERMS AND CONDITIONS OF SERVICE

1. **Contract Terms.** Global Diving & Salvage, Inc. with its corporate offices located at 3840 W Marginal Way SW, Seattle, WA 98106 ("Global") agrees to perform the work described in the accompanying work proposal or quote (the "proposal") subject to these general terms and conditions which shall apply to all work performed by Global for or on behalf of Customer. Global's proposal is based on applicability and Customer's acceptance of these terms and conditions; accordingly, it is agreed that these terms and conditions shall control and take precedence over any supplemental or conflicting terms or conditions provided or proposed by Customer or contained in any prime contract, purchase order or other contract document unless agreed to in writing by Global.
2. **Performance.** Global will perform the scope of work ("Services") identified in the proposal at the general direction and supervision of Customer and in conformance with applicable local, state, federal and industry standards. The parties acknowledge that the Services include only the particular work items set forth in the proposal and the labor and equipment reasonably necessary to accomplish such work items, but otherwise exclude any work items, services, materials or other deliverables not specifically stated therein. Further, unless otherwise expressly indicated in the proposal, the Services do not include any design, engineering, or similar technical services, and to the extent such services are needed in connection with the project, it shall be the responsibility of the Customer and provided by Customer or third parties engaged by Customer.
3. **WARRANTIES.** GLOBAL MAKES NO (AND EXPRESSLY DISCLAIMS ANY) GUARANTEES, REPRESENTATIONS OR WARRANTIES AS TO THE PERFORMANCE OR SUITABILITY OF THE SERVICES AND ANY ASSOCIATED PERSONNEL, LABOR, EQUIPMENT, OR MATERIALS PERFORMED OR PROVIDED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO COMPLETION TIMES OR OF RATES OF PROGRESS OF THE SERVICES, OR ANY WARRANTY OF SEAWORTHINESS, MERCHANTABILITY, OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.
4. **Price and Payment.** Customer shall pay Global the prices and other charges in accordance with the proposal and these terms and conditions; prices are not subject to verbal changes or other agreements unless expressly approved by Global in writing. Unless otherwise expressly provided in the proposal, any payment Customer owes Global shall be deemed earned as such services are performed, with payment to be made, without offset or deduction, net thirty (30) days after receipt of Global's invoice. Late payments shall earn interest at the rate of 1.5% per month, or the maximum amount permitted by law, whichever is greater. Customer shall be responsible for and shall reimburse Global for any and all costs and expenses (including legal fees and costs) incurred by Global for collections of payments overdue.
5. **Maritime Lien.** Global shall have a maritime lien against any vessel to which the Services pertain, for all amounts due hereunder, which lien may be exercised even after delivery or surrender of the vessel or vessels by Global but will be deemed extinguished upon full payment.
6. **Additional Charges.** Any changes requested by Customer in the Services at any time shall be compensated by Customer at the rates provided by Global in the proposal or in accordance with Global's applicable commercial tariff then in effect. Customer understands Global may not have had an opportunity to inspect conditions relating to the Services so unknown or unanticipated conditions, changes in laws or required standards or directions by federal or state agencies shall be considered a change requested by Customer. In the event Global's performance is suspended or delayed by Customer, government personnel, weather or any other reason beyond Global's control, Global shall be paid at the rates identified in the proposal or in accordance with Global's applicable commercial tariff then in effect for personnel and equipment that is required to standby, including any subcontractor costs, demobilization and mobilization costs, and other costs incurred as a result of such suspension or delay.
7. **Suspension or Termination by Global.** Customer agrees that Global may suspend or terminate Services at any time, without penalty, liability or obligation, in the event Customer fails to timely pay amounts due, breach by Customer of any provision within these terms and conditions, and failure of Customer to provide reasonable assurance of the ability to pay for the Services. Customer shall be responsible for any and all charges incurred as a result of demobilization following such termination or suspension, in addition to charges for Services performed up until the date of termination.
8. **Force Majeure.** Global shall not be deemed in default of these terms and conditions or any duty hereunder to the extent that any delay of or failure to commence or complete performance of its obligations, without regard to fault, from any cause beyond its reasonable control, including, but not limited to, acts of God, mechanical breakdown, acts of any governmental body, acts or delays of other subcontractors or supplies, fire, flood, severe weather, and labor disputes.
9. **Indemnity.** To the fullest extent permitted by law, Customer shall indemnify, hold harmless and defend Global and its subcontractors (of any tier) and their respective officers, employees, and agents from and against any and all claims, loss, risk, damage, demand, suit, judgment, liabilities, and attorneys' fees and other kind of expense arising from, resulting from, or in any manner directly or indirectly related to the Services, except to the extent as caused by Global's sole or gross negligence or willful misconduct. IN FURTHERANCE OF THE FOREGOING, CUSTOMER WAIVES ANY EXCLUSIVITY AFFORDED TO IT UNDER WORKERS COMPENSATION OR SIMILAR LAW.
10. **Consequential Damages.** Neither party shall be responsible for any consequential or special damages whatsoever (including but not limited to, business interruption, extra expense, loss of use of any property, or delay) arising out of or relating to the Services, the project, and/or this agreement, howsoever caused and regardless of whether the same results from the negligence of a party, or otherwise and even if the possibility of such was or could have been foreseeable.
11. **Insurance.** Global and Customer shall procure and maintain insurance covering their respective operations and indemnity obligations owed herein. Global and Customer shall cause all of its insurers to waive subrogation in favor of the non-procuring party and with the exception of worker compensation coverage, shall cause its insurers to name the non-procuring party as additional insured thereunder with respect to operations and to the extent of the liabilities allocated to Global and Customer within this agreement. Certificates of insurance shall be supplied by either party upon request. GLOBAL AND CUSTOMER AGREE TO INDEMNIFY AND HOLD HARMLESS (INCLUDING LEGAL FEES AND COSTS) THE OTHER OF AND FROM THE FAILURE TO PROCURE OR MAINTAIN, AND/OR THE FAILURE OF, ANY INSURANCE REQUIRED PURSUANT TO THIS AGREEMENT.
12. **Notices.** Any and all written notices required or permitted to be given hereunder shall be deemed to have been properly given when mailed postage prepaid by U.S. first class mail.
13. **Third Party Beneficiaries.** No person not a party to this agreement is an intended beneficiary hereof, and no person not a party to this agreement shall have any right to enforce any provision of this agreement.
14. **Severability.** The partial or complete invalidity of any one or more provisions of these terms and conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the balance of the provisions shall be considered reformed to reflect the intent of the parties to the greatest extent possible consistent with the law.
15. **Mediation.** Global and Customer agree that any claim or counterclaim arising out of or related to the Services shall be subject to mediation as a condition precedent to instituting any legal or equitable proceedings.
16. **Law/Venue.** The interpretation and performance of these terms and conditions shall be governed by the United States general maritime rules of law and if there is no applicable general maritime rule of law, then the laws of the State of Washington shall apply. Both parties submit to exclusive personal jurisdiction to the United States District Court located in Seattle, Washington. With further respect to any litigation arising hereunder, the substantially prevailing party shall be entitled to its legal fees and costs.
17. **Headings; Neutral Construction.** The headings used in this agreement are for reference only; they are not substantive and may not be used to construe this agreement. This agreement shall be construed neutrally, and as the mutual assent of both parties rather than for or against either party.
18. **Entire Agreement.** These terms and conditions, together with Global's proposal, constitute the entire agreement between Global and Customer with respect to the subject matter hereof, and expressly supersede and negate any prior or contemporaneous representations, undertakings or agreements, whether written or verbal. These terms and conditions may not be modified or amended except in writing and signed by both parties.