Mecal Ltd
Office 1, Brooklands
Budshead Road
Plymouth
PL6 5XR
Tel; +44(0)1752 251211
Email: admin@mecal.co.uk

MECAL REQUEST FOR SERVICES

Please complete this form and return to the address above by email or post.

A. Applicant Details

Correspondence Contact Information			
Company:		Contact Name:	
Address:		Mobile:	
Email:		Postcode:	
Certificate Address if Different			
Company:		Contact Name:	
Address:		Mobile:	
Email:		Postcode:	
Accounts Contact Information			
Company:		Contact Name:	
Address:		Mobile:	
Email:		Postcode:	

B. General information

Name of Vessel:	
Builder / Model:	
Hull Identification No(s):	
Flag:	
Official Number / Gross Tonnage:	
Material(s) & Method of construction:	
Engine(s) description / power:	
Design / Build Standard:	
Length overall:	
Vessel duty:	
Design maximum speed :	

C. Additional Data

Workboat duty (Towing/Cargo/Lifting):	

Type of cargo/ WT / position:	
Crane description / location:	
Major Damage:	
Major Modifications:	
Other Useful Information:	
Services Required:	
Hull Construction Certificate Req:	
Workboat	
Towing/Lifting/Cargo:	TOWING ☐ CRANE ☐ CARGO ☐
Type of cargo & max wt.:	
Other duties e.g. fuel transfer, IMDG:	
Dedicated pilot vessel: Yes/No	
Occasional pilot duty: Yes/No	
Is the vessel capable of or intended to operate autonomously Yes/No	
Section 1(b) – Survey Arrangements	
Location of vessel:	
Contact name/number (if not the owner)	
Section 2 - Application	

*I the Owner / Managing Agent * of the vessel named above and the general particulars of which are given above, hereby make application to have this vessel examined for the issue of a Small Commercial Vessel Certificate.*

Please note that by signing this form, you are agreeing that the information you have supplied can be stored on our database & in our files for the purpose of statutory certification of your vessel & will be shared as is required for the purpose of that statutory certification & for no other purpose.

I accept the MECAL Ltd Standard Terms & Conditions which are appended to this document

*Signed..... (Owner/Managing Agent *) Print Name..... Date.....*

NOTES:

1. Change of owner of a MECAL coded vessel will incur a certificate fee as shown above for Certificate Amendment. The vessel will require an examination by an authorized examiner under the scope of a reduced annual examination. Survey fees for such examination are charged extra according to vessel complexity, location & the degree of preparation.
2. Transfer of a vessel to MECAL from another Certifying Authority will incur a fee as in 3 above, for re-issue of the certificate. The vessel will not normally be subject to examination by an authorized examiner provided that there are no overdue examinations or outstanding issues under the previous Certifying Authority.
3. It is Mecal Policy to charge in advance of a survey if the vessel / owner is abroad or if there have been payment delays in the past.
4. Survey fees for surveys carried out by MECAL are generally based on time & thus vary according to the complexity of the vessel, location & the degree of preparation. Owners are encouraged to keep such fees to a minimum by careful preparation of the vessel for survey using the vessel SCV2/SWB2 as a guide or, in the case of a vessel newly coming into code, by the issue of detailed code specifications & advice from our technical department. The technical specifications are available to all clients on request free of charge
5. Vessels requiring annual surveys are those that fit into 1 or more of the following categories:
   - Operating in Area Categories 0 or 1
   - Carrying 16 or more persons
   - Carrying more than 1000kg of cargo
   - Fitted with crane
   - Towing
   - Workboat with Pilot Boat Endorsement
   - Those on Brown Code or Workboat Code Edition 2
   - Vessels on Colour Codes that are > 15m
   - Certain other vessels deemed by MECAL to carry additional risk (e.g. old wooden vessels & vessels of high complexity, vessels considered to be poorly maintained & where recommended by surveyor)

6. Stability book approval for all vessels is carried out by MECAL Technical Department. The quoted fees assume that the books are presented in the required format. If this is not the case, any resulting additional time spent in carrying out the approval will result in additional fees being charged according to the time spent. Additional fees may also be charged for more complex stability information books (e.g. for vessels with two cranes).
7. Occasional surveys carried out directly by MECAL following damage, detention, modification or otherwise as deemed necessary to verify the condition of a vessel, will be charged at the MECAL current rate (please contact the office for advice on this) . These charges will vary for vessels located abroad.
8. When the process of certification does not proceed, we reserve the right to retain an amount commensurate with any work that may have been performed by MECAL admin or technical staff.

1. THE TERMS AND CONDITIONS

1.1 The Parties hereby agree to be bound by these terms and conditions upon the earlier of:

1.1.1 the Contract being signed by both Parties; or

1.1.2 payment of a deposit by the Client; or

1.1.3 the issuance of a purchase order by the Client: or

1.1.4 MECAL undertakes any Services on behalf of the Client.

1.2 These terms and conditions shall apply to the provision of the Services by MECAL to the Client. Unless the Parties have agreed otherwise in writing, these terms and conditions shall also apply to any other services of whatever nature which may be provided by MECAL to the Client.

1.3 In the event of any conflict between these terms and conditions and any other document relied upon by either Party in relation to the Contract, these terms and conditions shall prevail.

2. DEFINITIONS

2.1 In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business Days" means days that the Bank of England is open;

"Certificate(s)" means statutory certificates, attestations and reports following MECAL's intervention.

"Certification" means the activity of certification in application of national and /or international regulations or standards ("Applicable Referential"), in particular by delegation from different governments that can result in the issuance of a Certificate.

"Contract" means the supply of Mecal services as requested on Mecal application forms (including but not limited to): 'Scope of Services', Request for Services (RFS), SCV1, SWB1, SCVT1, FFP1, IPB1 and/or Change of Owner/CA Form' and any agreed amended version of those forms and MECAL's terms and conditions;

"Industry Practice" means international maritime and/or offshore industry practices.

"MECAL" is the Service provider;

"Client" means any individual, partnership, firm or corporate body (which expression shall, where the context so admits, include its successors) which orders or purchases the Services from MECAL;

"Services" means the services provided by MECAL to the Client as outlined in the contract

2.2 Any reference to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended, unless expressly stated otherwise, shall be at the time in force.

2.3 Unless the context otherwise requires, words importing the singular shall include the plural, and words importing the masculine gender shall include the feminine and neutral genders, and vice versa. Words importing a person shall include a firm and any entity having legal capacity.

2.4 Unless the context otherwise requires:

2.4.1 the headings in the Contract are inserted for convenience of reference only and shall not be taken into consideration in the interpretation or construction of the Contract;

2.4.2 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and without limitation and the words following any of those terms shall not limit the sense of the words preceding those terms; and

2.4.3 reference to any document or agreement shall be construed as reference to the same as it may have been, or may from time to time be, amended or modified in accordance with the Contract.

2.5 References in these Terms and Conditions to "holding company" and "subsidiary" shall have the same meanings as ascribed to them in section 1159 of the Companies Act 2006.

3. THE SERVICES

3.1 In consideration of the fees being paid by Client to MECAL, MECAL shall provide the Services as outlined in the contract to the Client.

3.2 MECAL shall use its reasonable care and skill in the performance of the Services and compliance of all of its contractual obligations.

3.3 The Services are provided by MECAL exclusively to the Client. MECAL does not accept any responsibility to any third party for the Services which it provides to the Client unless expressly agreed in writing.

3.4 The Services are carried out by MECAL according to the Rules and/or the Applicable Referential and to the MECAL Code of Ethics.

3.5 MECAL shall perform the Services according to the applicable national and international standards and Industry Practice and always on the assumption that the client is aware of such standards and Industry Practice.

3.6 The services performance is solely based upon the conditions. No other terms shall apply whether express or implied.

4. TERMS OF PAYMENT

4.1 MECAL shall issue the Client with invoices for all of the Services undertaken by MECAL.

4.2 Unless the invoice specifically states a different date for payment of the invoice, in which case the due date on the invoice shall be the applicable due date, the Client shall pay MECAL's invoice in full and final settlement, without set-off, deduction or withholding within 14 days of the date of the invoice.

4.3 Every invoice shall be paid in the currency stated in the invoice in cleared funds to MECAL's bank account as set out in the invoice.

4.4 Time is of the essence in relation to invoice payments. If the Client fails to make any payment in accordance with the Contract and/or invoice, MECAL shall, without prejudice to any right which MECAL may have pursuant to any statutory provision in force, have the right to charge the Client interest on a daily basis at an annual rate equal to 8% from time to time on any sum due and not paid on the due date. Such interest shall be calculated compounding on a daily basis from the due date until payment of the overdue sum, whether before or after judgment.

5. CLIENT RESPONSIBILITIES

5.1 The Client undertakes:

5.1.1 to provide full, accurate and complete information to MECAL in sufficient time to enable the Services to be performed effectively and efficiently by MECAL;

5.1.2 to use it best endeavors to procure all necessary accesses for MECAL's representatives to everything required to carry out the Client's Services, not limited to necessary information, goods, premises, vessels, installation and transport; and

5.1.3 where it has control of the relevant working environment, to use its best endeavors to ensure the working environment is safe and adequate in relation to facilities and arrangements for MECAL's representatives; and

5.1.4 to use its best endeavors to comply with each and every obligation it has under the Contract.

5.1.5 Any information provided by the Client which subsequently is confirmed by MECAL as incorrect, incomplete and/or defective, shall be corrected by MECAL at the sole risk and expense of the Client. Client hereby agrees to indemnify MECAL for any costs incurred dealing with Client's incorrect, incomplete, and/or defective information or ambiguous instruction.

6. TERMINATION

6.1 The Contract or any part of the Services under the Contract may be terminated upon the written agreement by both Parties.

6.2 Without affecting any other right or remedy available to it, either Party may terminate the Contract immediately if;

6.2.1 the other Party commits a material breach of any term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of five (5) days after being notified in writing to do so; or

6.2.2 the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts; or

6.2.3 if the other Party is a company or limited liability partnership, is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986; or

6.2.4 if the other Party is an individual, is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or

6.2.5 if the other Party is a partnership, has any partner to whom any of the foregoing apply; or

6.2.6 the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or

6.2.7 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other Party; or

6.2.8 an application is made to court, or an order is made, for the appointment of an administrator, or a notice or intention to appoint an administrator is given or if an administrator is appointed over the other Party; or

6.2.9 a floating charge holder of the assets of the other Party has become entitled to appoint or has appointed an administrative receiver; or
6.2.10 a person becomes entitled to appoint a receiver over the assets of the Client or a receiver is appointed over the assets of the other Party; or
6.2.11 the other Party, being an individual, is the subject of a bankruptcy petition, application or order; or
6.2.12 any event occurs or proceeding is taken with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 6; or
6.3 Without affecting any other right or remedy available to it, MECAL may terminate the Contract immediately if;
6.3.1 the Client fails to pay any amount due under the Contract on the due date for payment and remains in default not less than five (5) Business Days after being notified in writing to make such payment(s);
6.3.2 the Client suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
6.3.3 any circumstances whatsoever beyond the reasonable control of MECAL that necessitates the termination for whatever reason for the provision of Services.
6.4 In the event of termination, MECAL shall retain any sums already paid to it by the Client without prejudice to any other rights either party may have whether at law or otherwise.
6.5 Either party may terminate this Contract by providing the other party with 30 days prior written notice. The rights and obligations referred to in Clauses 1.2, 4.4, 13, 14, 15.1 and 15.17 of this Contract survive termination of this Contract.

7. FEES

7.1 The Client shall pay MECAL for its Services (including VAT where applicable) and all reasonable and necessary additional costs and expenses, in the opinion of MECAL, that it incurs carrying out the Services (for example but not limited to: travel, accommodation, printing/copying, communications, bank charges for foreign currency payments and Services). MECAL shall be responsible for booking all required travel and accommodation unless otherwise agreed in writing between the Parties.
7.2 The Client hereby acknowledges that the total costs and expenses incurred during the Contract may exceed the MECAL's estimate(s). For example, MECAL's estimate(s) are likely to be incorrect if any of the following circumstances arise;
7.2.1 the work scope is undefined at the time of executing the contract or
7.2.2 all of the relevant and required information requested is not supplied by the Client when it is requested; or
7.2.3 if anomalies in information provided by the Client or in the Services are discovered during the Contract; or
7.2.4 there is any change to the project as set out in the contract.
7.3 If any of the eventualities listed in Clause 7.2 or similar scenarios occur, MECAL may at any time, in its reasonable discretion, suspend Services and issue a new contract. All Services provided by MECAL up to the date of the suspension shall be paid in accordance with the Contract.

8. SUBCONTRACTING

8.1 MECAL has the right to sub-contract or assign any of its obligations under the Contract.

9. THIRD PARTIES

9.1 No provision of this Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to it.

10. LIMITATIONS ON LIABILITY

10.1 MECAL is not responsible for and accepts no liability whatsoever for any error, inaccuracy, negligence and/or non-compliance with any documents/technical information prepared that is subject of this Contract. MECAL is not responsible for and accepts no liability whatsoever for any error, inaccuracy, negligence and/or non-compliance with any drawings/technical information in the design, performance and/or manufacturing of any object that is the subject to this Contract.
10.2 Where MECAL is reliant upon drawings and/or information provided by the Client and/or any third party, MECAL is not responsible for any errors and inaccuracies in the information, drawings, measurements and/or other base data provided in relation to the Contract. Unless otherwise expressly stated in the contract, MECAL is reliant upon the consistency and/or accuracy of any information on the certificate of compliance with any other material(s), plan(s), documentation or certificate(s) of compliance. Each certificate of compliance is limited to the verification of the specific plans and/or documentation as stated on each particular certificate.
10.3 MECAL shall be under no liability whatsoever to the Client for any loss, damage, delay or expense of any nature, whether direct or indirect and howsoever arising unless liability is solely a result solely of MECAL's negligence or wilful default.

10.4 Any claims against MECAL in relation to this Contract shall be deemed to be waived and absolutely time barred upon the expiry of one year from the date the claim arose or should have come to the Client's attention.
10.5 MECAL shall be discharged of all liability in respect of any claim for loss, damage, delay or expense suffered by Client (or alleged to be suffered by Client) unless, within 12 months from the date on which MECAL submits a final report to Client (or, if no report is issued, the date of the MECAL's final invoice) formal arbitration proceeding are commenced pursuant to clause 11 by Client against MECAL.
10.6 Client hereby undertakes to keep MECAL and its employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them, and against and in respect of all costs, loss, damages and expenses (including legal costs) which MECAL may suffer or incur (either directly or indirectly) in the course of performing the Services under this Contract, unless such costs, loss, damages and expenses (including legal costs) arise solely as a result of MECAL's negligence or wilful misconduct. The loss need not occur before MECAL may rely on this indemnity.
10.7 MECAL shall not be liable for any loss of or damage to equipment and any other items placed at its disposal by or on behalf of the Client however such loss or damage occurs.
10.8 Neither MECAL nor the Client shall, except otherwise provided in the Contract, be responsible for any loss, damage, delay or failure in performance hereunder arising or resulting from act of God, act of war, seizure of legal process, quarantine restrictions, national strikes, riots, civil commotions and arrest or restraint of princes, rulers or people of any other usual force majeure type event.
10.9 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Contract.
10.10 The maximum aggregate overall liability of MECAL (including any costs payable to the Client) in connection with the rectification of defects, default and delay or any termination for default to the Client under or in connection with the Contract shall not exceed the value paid by the Client to MECAL at the date the liability arose, even where it is alleged or established that such liability arose from MECAL's default, negligence, non-performance. This limitation shall apply in an absolute manner and shall apply in contract, at law, in tort or in any other legal proceedings or otherwise.

11. VARIATIONS

11.1 The Client has the right to request MECAL at any time to do any of the following :
11.1.1 make any revision to the Services which may include additions, omissions, substitutions and changes in quality, form, character, kind, position, dimension, level or line and changes in any method of construction or installation specified by the Client; or
11.1.2 revise elements of the Services already completed in accordance with the Contract; or
11.1.3 after commencement of the Services, accelerate the Services or any part thereof in order to recover all or part of any delay in respect of which MECAL would otherwise have been entitled to an extension of time; or
11.1.4 re-programme the Services and reschedule its resources in order to complete the Services or any part thereof in accordance with any deadline the Client may require.
11.2 Unless such instruction by the Client is required as a result of a failure by MECAL to comply with the Contract or any other negligent act or omission of MECAL, an instruction under Clause 11 will constitute a Variation.
11.3 If MECAL considers that an instruction has been given or other event has taken place for which it is entitled to receive a Variation, MECAL shall (and where practicable before proceeding with any work affected by such instruction) request that the Client accepts a Variation in respect of such instruction.
11.4 Any Variation request by MECAL shall include details of the instruction, any relevant dates and the Clause or Clauses of the Contract under which MECAL considers itself to be entitled to a Variation. MECAL shall also provide both estimated cost and schedule impact associated with the Variation request.
11.5 All Variation requests shall be completed by the Client and returned to MECAL within five (5) Business Days, unless otherwise agreed MECAL. If the Client does not respond to a Variation request within five (5) Business Days, the Variation request is deemed to have been accepted and a Variation is deemed to have been issued by the Client.
11.6 Subject to Clause 11.6 above, no Variation shall become effective until the formal issue of a an updated contract is signed by MECAL and authorised by the Client.
11.7 Subject to Clause 11.6 above, the completed Variation signed by both Parties authorises MECAL to proceed with such Variation.
11.8 Variations shall be paid by the Client as indicated in the updated contract. Where no payment terms are indicated, Variations shall be paid in accordance with

MECAL's standard invoicing procedure.

12. APPLICABLE LAW AND JURISDICTION

12.1 This Contract is governed by the laws of England and Wales.

12.2 Any dispute between MECAL and the Client in connection with or arising out of the Contract shall be resolved by means of the following procedure:

12.3 One Party shall serve a notice of dispute in writing on the other Party setting out (i) the background facts to the dispute, (ii) the contractual clauses relied upon by the Party initiating the dispute process and (iii) the value of the dispute with a detailed explanation of how the value of the dispute has been calculated by that Party ("**Notice of Dispute**").

12.4 Within 10 Business Days of the Notice of Dispute being served on the other Party, the dispute shall be referred to the Client's representative and MECAL's representative who shall discuss the matter, either in person or by telephone. The Parties' representatives shall make all reasonable efforts to reach an agreement. Each Party's representative for the purposes of the dispute process shall be an individual with the authority to deal with the dispute.

12.5 If no agreement is reached under Clause 12.4 or 10 Business Days have passed since the Notice of Dispute was served on the other Party, the Parties shall, acting in good faith, within 40 days from the date of the Notice of Dispute, attempt to resolve the dispute by attending mediation. The mediation shall be in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure. Both parties shall exchange mediation papers (maximum 7 pages long) outlining their position five (5) Business Days in advance of the mediation. The mediation shall be conducted in London, United Kingdom.

12.6 In the absence of any agreement being reached at mediation or 40 days have passed since the Notice of Dispute, the dispute shall be finally settled by arbitration. The arbitration shall be conducted in accordance with London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. The reference shall be to one arbitrator. If within 14 days of one Party calling for arbitration, the Parties have not agreed upon a sole arbitrator, either Party may apply in writing for the appointment of a sole arbitrator by the President of the LMAA. The award of the sole arbitrator shall be binding on both Parties as if he had been appointed by agreement. Section 69 of the Arbitration Act 1996, appeal on a point of law, is excluded and shall not apply to any arbitration under this Contract. The language of arbitration will be English. The seat of the arbitration shall be London.

12.7 Any dispute with a value of under £30,000 (Sterling) shall be referred to the LMAA Small Claims Procedure.

13. CONFIDENTIALITY

13.1 All pricing, drawings, intelligence, any information contained within the contract and technical information supplied by MECAL shall be considered confidential.

13.2 All communications between the Parties shall be considered confidential.

13.3 Confidential information shall not be disclosed by either Party without prior written permission by the other Party.

13.4 All information provided by the Client which the Client wishes to remain confidential shall be clearly marked as confidential, provided always that any such information relating to the Client's trade secrets shall always be treated as confidential by MECAL without the necessity on the part of the Client to clearly mark as such.

13.5 The provisions of Clause 13 shall not apply to information which:

13.5.1 is part of the public domain;

13.5.2 was in the possession of MECAL prior to the Contract and which was not subject to any obligation of confidentiality owed to the Client;

13.5.3 was received from a third party whose possession is lawful and who is under no obligation not to disclose; or

13.5.4 is required to be disclosed in order to comply with the requirements of any law, rule or regulation of any governmental or regulatory body having jurisdiction over the Services or MECAL.

14. INTELLECTUAL PROPERTY

14.1 All intellectual property created by virtue of MECAL carrying out the Services under this Contract is owned by MECAL. Unless otherwise expressly stated, the Client receives any intellectual property created during this Contract on a non-exclusive and royalty free license basis. If a license and/or royalty fee for the use of MECAL's intellectual property is applicable, it shall be agreed between the Parties prior to commencement of each Service undertaken under this Contract.

14.2 Subject to Clause 14.1, neither the Client nor MECAL shall have the right of use, other than for the purposes of this specific Contract, whether directly or indirectly, of any patent, copyright, proprietary right or confidential know-how, trademark or process provided by the other Party and the intellectual property rights in such shall remain with the Party providing such patent, copyright, proprietary right or confidential know-how, trademark or process.

14.3 The Client shall release, defend, indemnify and hold harmless MECAL from and against all claims, losses, damages, expenses (including without limitation legal costs and expenses and other costs of defence) and liabilities arising out of any alleged infringement of any patent or proprietary or protected right or any other claim relating to information supplied by the Client to MECAL, arising out of or in connection with the performance of the obligations of the Contract.

15. RELEVANT REQUIREMENTS

15.1 Nothing contained in this Contract shall be construed to create any partnership, joint venture, or franchise relationship between the parties hereto. The parties are independent persons, and neither shall be construed as the agent, employee, nominee, or representative of the other. No party shall have the authority to act for, or to incur obligations on behalf of, any other party except as provide by this Contract.

15.2 Any modification or amendment of this Contract shall be effective only if placed in writing on the Variation to contract form and signed by both Parties.

15.3 Either Party corresponding under this Contract shall ensure such correspondence is effectively given and such correspondence shall be treated as received during the recipients' office hours. If correspondence is sent outside the recipients' office hours it shall be treated as received during the recipients' next working day.

15.4 Each Party will not unreasonably withhold any information requested by the other Party and shall disclose to the other Party any information requested necessary by the other Party.

15.5 The Client's relationship is solely with MECAL. No representative of MECAL has any personal legal obligation and/or liability to the Client whether in contract, tort (including negligence) or otherwise. The fact that any representative of MECAL signs any documentation, electronically or in writing, in his or her name in the course of carrying out the Services does not give rise to any personal legal liability separate to that of MECAL.

16. ENTIRE CONTRACT

16.1 This Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The provision of any other terms and conditions by any party and/or Client shall not bind MECAL in any way.

16.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

17. WAIVER

17.1 None of the terms and conditions of the Contract shall be considered to be waived by MECAL unless a waiver is given in writing by MECAL to Client. No failure on the part of MECAL to enforce any of the terms and conditions of the Contract shall constitute a waiver of such terms.

18. CONSEQUENTIAL LOSS

18.1 Notwithstanding any provisions to the contrary elsewhere in the Contract, Client shall release, defend, indemnify and hold harmless MECAL from the Client's consequential loss and MECAL shall release, indemnify and hold harmless the Client from MECAL's consequential loss. Consequential loss shall mean any indirect or consequential loss howsoever caused whether by virtue of any fiduciary duty, in tort or delict (including negligence) as a consequence of breach of any duty (whether statutory, contractual or otherwise) or under any other legal doctrine or principle whatsoever whether or not recoverable at common law of in equity, arising from or related to the performance of the Contract and whether or not any such losses were foreseeable at the time of entering into the Contract.

19. SUSPENSION OF SERVICES

19.1 MECAL shall have the right, by notice to the Client, to suspend the Services or any part thereof to the extent detailed in the notice, for any of the following reasons:

19.1.1 If the Client has committed a material breach or has not complied with its contractual obligations;

19.1.2 in the event that suspension is necessary for the proper execution or safety of the Services or persons; or

19.1.3 to suit the convenience of MECAL; or

19.1.4 any of the circumstances listed in Clause 7.2 arise.

19.2 All Services provided by MECAL up to the date of the suspension shall be paid in accordance with the Contract.

20. FORCE MAJEURE

20.1 Neither Party shall be responsible or liable for any failure to fulfil any term or provision of the Conditions if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence without the fault or negligence of the Party affected and which, by the exercise of reasonable diligence, the said Party is unable to provide against.

20.2 For the purpose of this clause, force majeure shall mean any circumstance not being within a Party's reasonable control including, but not limited to: acts of God, natural disasters, epidemics or pandemics, wars, terrorist attacks, riots, sabotages, impositions of sanctions, embargoes, nuclear, chemical or biological

contaminations, laws or action taken by a government or public authority, quotas or prohibition, expropriations, destructions of the worksite, explosions, fires, accidents, any labour or trade disputes, strike