

Terms and Conditions

Chi Maritime Advisory (“Chi Maritime”) is a maritime legal and advisory firm headquartered in Yaounde, Cameroon and duly registered under the laws of the Republic of Cameroon, where these General Terms and Conditions (hereinafter: “the GTC”) have been filed.

1. Core Business of Chi Maritime

1.1. Chi Maritime is a specialist maritime advisory and legal consultancy firm providing services in vessel registration, seafarer endorsements, mortgage registration, classification support, compliance advisory, and brokerage across Africa and internationally.

1.2. In the performance of its services, Chi Maritime may engage external service providers, including surveyors, law firm, flag and others

2. Applicability of the GTC

2.1. These GTC apply to all offers issued by Chi Maritime, commissions granted to Chi Maritime, services performed, and any related activities.

2.2. The general terms and conditions of the Client, whether conflicting or not, are deemed rejected and shall not apply, even where Chi Maritime has not explicitly objected to them.

2.3. Updated GTC will apply from the date of publication, notwithstanding Chi Maritime’s right to stipulate alternative or supplementary conditions in writing.

2.4. Any deviations from these GTC must be expressly agreed upon in writing.

3. Offers

3.1. All offers, proposals, price quotations, and communications (“offers”) made by Chi Maritime are non-binding.

3.2. Documentation accompanying offers (including estimates, specifications, or brochures) remains the property of Chi Maritime and may not be copied, shared, or disclosed without prior written consent.

3.3. Acceptance of an offer or engagement of services by the Client does not oblige Chi Maritime to accept the commission until formally confirmed in writing.

4. Conclusion of Agreement

4.1. An agreement is concluded when:

The Client accepts Chi Maritime’s offer in writing, or

Chi Maritime accepts a Client order in writing, or

Chi Maritime commences execution of the requested services.

4.2. Chi Maritime’s order confirmation shall prevail in case of discrepancies between the Client’s request and Chi Maritime’s acceptance.

4.3. For services where no formal offer is issued, the invoice shall be deemed to accurately reflect the agreement unless disputed in writing within seven (7) days.

4.4. Chi Maritime reserves the right to request pre-payment or security where the Client's financial standing is in question or payment obligations are delayed.

4.5. The Client authorizes Chi Maritime to engage third parties where necessary, and the costs thereof shall be borne by the Client.

5. Fees and Costs

5.1. Fees are exclusive of VAT, duties, levies, or any other government-imposed charges.

5.2. Chi Maritime may adjust fees if cost factors increase after contract execution.

5.3. Discounts are strictly conditional on timely payment; any late payments void previously agreed discounts.

6. Performance Timelines

6.1. Timelines for services are estimates and not binding deadlines.

6.2. Delays do not entitle the Client to claim damages or terminate the agreement.

7. Complaints

7.1. Complaints must be submitted in writing within seven (7) days of service completion, specifying the issue in detail.

7.2. After this period, services shall be deemed accepted.

7.3. If a complaint is justified, Chi Maritime may, at its discretion:

Correct the service,

Provide a partial refund, or

Propose an alternative resolution.

8. Payment Terms

8.1. Payments must be made within the timeframe stated on the invoice via bank transfer to the designated account.

8.2. Set-offs, deductions, or withholding of payments by the Client are not permitted.

8.3. Invoices become immediately due if the Client defaults on any obligation.

9. Right of Retention

9.1. Chi Maritime reserves the right to retain goods, documents, or funds in its possession until all amounts owed by the Client are settled.

10. Force Majeure

10.1. Chi Maritime is not liable for delays or failures due to circumstances beyond its control, including but not limited to government measures, strikes, embargoes, accidents, cyber incidents, or force majeure events.

10.2. Agreements may be suspended or terminated without liability if such events persist.

11. Liability and Indemnity

11.1. Chi Maritime is not liable for direct or indirect damages, including loss of profit, delays, fines, or goodwill loss, unless arising from gross negligence or willful misconduct.

11.2. The Client indemnifies Chi Maritime against third-party claims related to services provided under the agreement.

11.3. Liability, if any, is limited to a maximum of 50% of the relevant invoice amount or the amount recovered under Chi Maritime's professional liability insurance.

12. Limitation of Claims

12.1. Any claims by the Client must be filed within six (6) months of arising and shall expire within twelve (12) months if no legal proceedings are initiated.

13. Default

13.1. Failure to pay invoices within the agreed period places the Client in automatic default, entitling Chi Maritime to recover all collection and legal costs.

13.2. Late payments shall accrue interest at the prevailing statutory commercial rate, with a minimum penalty of 10% of the outstanding amount.

14. Termination

14.1. Chi Maritime may terminate the agreement with immediate effect if the Client:

Defaults on payments,

Becomes insolvent or bankrupt,

Is subject to liquidation or dissolution.

15. Confidentiality

15.1. The Client shall maintain strict confidentiality of all proprietary and commercial information obtained during dealings with Chi Maritime.

15.2. This obligation survives termination of the agreement

16. Severability

16.1. If any provision of these GTC is held invalid, the remaining provisions shall remain enforceable.

17. Governing Law and Jurisdiction

17.1. These GTC and any agreements with Chi Maritime are governed by the laws of Cameroon.

17.2. Disputes shall be submitted to the exclusive jurisdiction of the competent courts in Douala, Cameroon, unless Chi Maritime opts to sue in the Client's jurisdiction.