

DTA Marine Inspections and Survey Services Pvt. Ltd.

Independent International Marine & Commodity Surveyors

Terms & Conditions for Cargo Claims, Marine Survey & Recovery Services

Applicable to all online claim submissions made through www.dtamiss.com

1. Acceptance

By submitting a request through this website, the Client confirms that all information provided is true and correct to the best of their knowledge and agrees to these Terms & Conditions.

2. Nature of Services

DTA may provide one or more of the following services:

- Emergency Survey Attendance
- Marine & Cargo Survey
- Joint Survey
- Reefer Cargo Investigation
- Technical Claims Consultancy
- Cargo Claims Documentation
- Recovery Support Services
- Technical Opinion
- Carrier Liability Assessment
- Marine Insurance Claims Assistance

3. Appointment

Submission of the online request does **not** constitute acceptance of the assignment.

The engagement shall become effective only after:

- Written confirmation by DTA;
- Acceptance of the commercial proposal by the Client; and
- Receipt of any applicable advance payment.

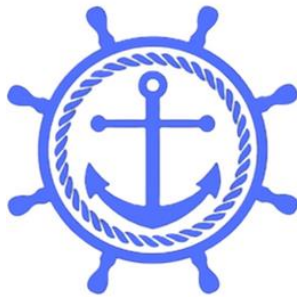
DTA reserves the right to accept or decline any assignment without assigning any reason.

Version 1.0

Effective Date: July 01, 2026

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DTA shall have absolute discretion to determine whether an assignment falls within its technical competence, operational capability and commercial acceptance criteria.

4. Client Responsibilities

The Client agrees to:

- Provide complete and accurate information.
- Preserve all available evidence.
- Cooperate fully during the investigation.
- Provide access to cargo, containers, documents and relevant records.
- Inform DTA immediately of any communication received from insurers, shipping lines or other parties relevant to the claim.
- The Client shall ensure that all reasonable steps are taken to mitigate further loss or damage.

5. Preservation of Evidence

Unless required for safety or mitigation of further loss, the Client should avoid:

- Breaking container seals.
- Moving cargo.
- Disposing of damaged cargo.
- Carrying out repairs.
- Preserve CCTV footage.
- Preserve temperature logger data.
- Preserve container seals.
- Preserve packaging materials.
- Preserve cargo samples whenever practical.
- Preserve all electronic communications, emails, notices of protest and correspondence relating to the incident.

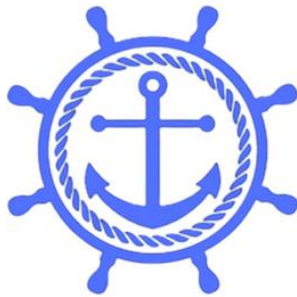
The above evidence should be preserved until survey attendance has been completed or written instructions are received from the concerned parties.

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6. Survey Reports

Survey reports are prepared based on:

- Physical observations;
- Documents made available;
- Statements received during attendance;
- Available technical evidence.

Reports represent DTA's professional opinion based on information available at the time of inspection.

Survey reports shall not be construed as a guarantee of liability or quantum of loss and shall represent DTA's independent professional opinion only.

Survey reports are prepared solely on the basis of the information and evidence available at the time of attendance and should not be interpreted as a legal determination of liability.

7. Claims Consultancy & Recovery Support

Where DTA is engaged for Technical Claims Consultancy and Recovery Support:

- DTA acts as an independent technical consultant.
- DTA does not guarantee recovery of any claim.
- Commercial terms, including any Success Fee, shall be governed by the separate Engagement Letter or Commercial Proposal.

DTA provides professional technical consultancy and recovery support only. Recovery of any claim depends upon the available evidence, policy terms, contractual rights and the decision of insurers, carriers or other responsible parties. Accordingly, DTA does not warrant or guarantee the successful recovery of any claim.

DTA shall not be responsible for the commercial decisions of insurers, carriers, cargo interests or legal representatives.

8. Force Majeure

DTA shall not be liable for any delay or failure in performing its obligations due to events beyond its reasonable control, including but not limited to:

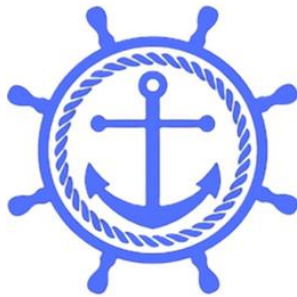
- Flood
- Cyclone

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- Earthquake
- Pandemic
- War
- Civil unrest
- Strike or industrial action
- Government restrictions
- Port closure
- Natural disasters
- Failure of transportation or communication systems

9. Electronic Communication

Electronic copies of reports, invoices and correspondence shall be deemed valid unless an original is specifically required.

10. Fees & Payment

Unless otherwise agreed in writing:

- Survey fees are payable in accordance with the agreed quotation.
- Professional retainers are payable in advance.
- Success Fees become payable only upon successful recovery and in accordance with the agreed commercial terms.
- All invoices are payable within the agreed credit period.

11. Confidentiality

All documents, reports and information received from the Client shall be treated as confidential except where disclosure is required by law or authorised by the Client.

DTA may use anonymized photographs or case studies for training or marketing purposes unless specifically prohibited in writing by the Client.

12. Website Disclaimer

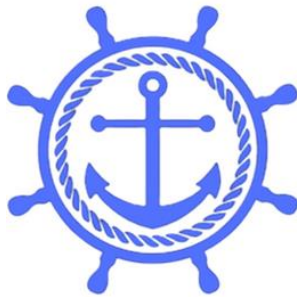
Submission of an online claim request does not constitute acceptance of the assignment or create any contractual relationship with DTA until confirmed in writing.

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13. Limitation of Liability

DTA's liability shall be limited to the value of the professional fees actually paid by the Client for the specific assignment. Under no circumstances shall DTA be liable for any indirect, incidental, consequential, punitive, exemplary or special damages, including but not limited to loss of profit, loss of business, loss of opportunity, loss of market, loss of goodwill, or any other consequential commercial losses, whether arising in contract, tort, negligence or otherwise. In no event shall DTA's aggregate liability exceed the professional fees actually received by DTA for the relevant assignment.

DTA shall not be liable for:

- Commercial losses;
- Consequential damages;
- Loss of profit;
- Market fluctuations;
- Delays caused by third parties;
- Decisions made by insurers, carriers or authorities.

Under no circumstances shall DTA's aggregate liability exceed the professional fees actually received for the relevant assignment.

14. Emergency Attendance

Emergency attendance shall be subject to surveyor availability, travel restrictions, weather conditions, safety considerations and acceptance of commercial terms.

DTA shall not be liable for any deterioration or additional loss occurring prior to survey attendance.

Attendance time cannot be guaranteed and shall depend upon surveyor availability, travel conditions, regulatory requirements, safety considerations, access permissions and completion of appointment formalities.

15. Without Prejudice

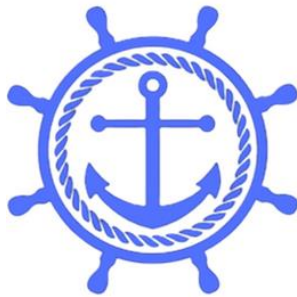
Unless expressly stated otherwise in writing, all communications, technical opinions, correspondence, recommendations and discussions issued by DTA shall be without prejudice and shall not constitute any admission of liability by any party.

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16. Independence

DTA acts at all times as an independent marine and cargo surveying and technical consultancy organization. Appointment by one party shall not prevent DTA from providing factual observations or cooperating with other interested parties where professionally required.

17. Independent Professional Opinion

DTA acts solely as an independent marine and cargo surveying and technical consultancy organization. Nothing contained in any survey report, correspondence or opinion shall be construed as creating any fiduciary duty, agency relationship or warranty in favour of any party other than the appointing Client unless expressly agreed in writing.

18. Time Limitation

Any claim against DTA arising out of the services provided shall be notified in writing within thirty (30) days from the date the Client became aware of the alleged issue and, in any event, no later than twelve (12) months from completion of the assignment, failing which the claim shall be absolutely barred.

19. No Legal Representation

DTA does not provide legal advice or act as a law firm. Any legal opinion or court proceedings shall be handled by the Client's appointed legal counsel.

DTA may recommend legal counsel where appropriate but shall not provide legal advice or represent any party before a court, tribunal or arbitration unless separately agreed in writing.

20. Intellectual Property

All reports, photographs, drawings and technical documents prepared by DTA remain the intellectual property of DTA unless otherwise agreed in writing.

They shall not be altered, reproduced or distributed without written permission.

21. Records Retention

Unless otherwise agreed in writing, DTA may retain copies of reports, photographs, correspondence and supporting documents for its internal records and statutory compliance.

22. Governing Law

These Terms & Conditions shall be governed by the laws of the Republic of India.

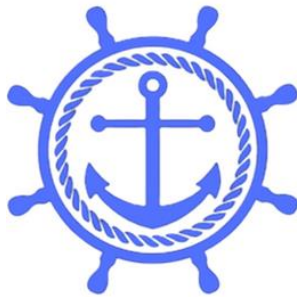
Any dispute arising out of these Terms & Conditions shall be subject to the exclusive jurisdiction of the competent courts at Navi Mumbai, Maharashtra, India.

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23. Entire Agreement

These Terms & Conditions together with the Engagement Letter, Commercial Proposal and Quotation constitute the entire agreement between the parties.

Any amendment to these Terms & Conditions shall only be valid if made in writing by DTA.

24. Reliance on Reports

DTA survey reports and technical opinions are prepared solely for the benefit of the appointing client unless otherwise expressly agreed in writing. No third party may rely upon, reproduce or distribute any report without DTA's prior written consent.

25. Third Party Reliance

No bank, insurer, carrier, consignee, shipper, charterer, court, government authority or any third party may rely upon DTA's report without DTA's prior written consent.

26. Prompt Notification

The Client acknowledges that delays in notifying DTA or arranging survey attendance may result in deterioration of evidence or prejudice to any potential claim. DTA shall not be responsible for any loss arising from delayed notification or delayed appointment.

27. Electronic Acceptance

Submission of an online request and acceptance of these Terms & Conditions shall constitute electronic acceptance by the Client and shall have the same force and effect as a handwritten signature.

28. Electronic Evidence

DTA may rely upon photographs, videos, CCTV recordings, temperature logger data, GPS records, emails, WhatsApp communications and other electronic evidence supplied by the Client or obtained during the investigation.

29. Payment Suspension

DTA reserves the right to suspend or discontinue services where agreed payments are overdue or advance payments have not been received.

30. Copyright

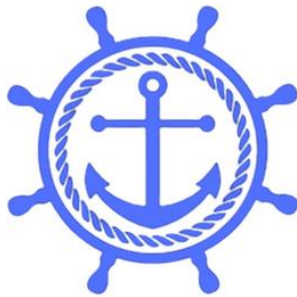
DTA retains full copyright in all reports, photographs, drawings, videos, drone footage, measurements and technical documentation prepared during the assignment.

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31. AI

DTA reports shall not be uploaded, reproduced, analysed, processed or used for artificial intelligence, machine learning or automated decision-making systems without DTA's prior written consent.

32. Sanctions

DTA reserves the right to refuse assignments involving countries, entities or individuals subject to applicable international sanctions or export control regulations.

33. Governing Language

In the event of any inconsistency between translated versions, the English version shall prevail.

34. Privacy Clause

DTA shall process personal information in accordance with its Privacy Policy and applicable data protection laws.

35. Artificial Intelligence and Automated Use

The content of this website, including these Terms & Conditions, reports, forms, procedures, service descriptions, photographs, technical documents and other materials, shall not be copied, reproduced, scraped, mined, processed, indexed or used for training artificial intelligence systems, machine learning models, large language models, automated content generation or any similar technologies without the prior written consent of DTA.

36. Website Content

The information published on www.dtamiss.com is provided solely for informing clients about DTA's services. Nothing contained on this website grants any licence or right to reproduce, copy or commercially exploit any content without DTA's written permission.

37. Proprietary Survey Methodology

DTA's survey methodologies, inspection procedures, report formats, templates, checklists, photographic standards, investigation processes, technical recommendations and documentation systems have been developed through independent professional experience and constitute proprietary business information.

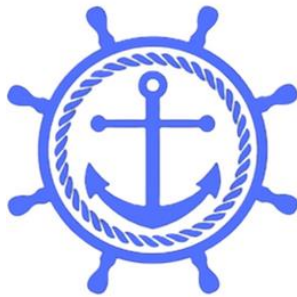
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38. Contact

DTA Marine Inspections & Survey Services Pvt. Ltd.

📍 Office No. 309, Hilton Centre, Plot No. 66, Sector 11, CBD Belapur, Navi Mumbai – 400614, India

✉️ claims@dtamiss.com

✉️ operations@dtamiss.com

☎️ +91 90223 99366

🌐 www.dtamiss.com

39. Intellectual Property & Prohibition on Copying

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The use of this document, in whole or in part, for the preparation of competing survey agreements, website content, commercial documentation, inspection manuals or similar publications is strictly prohibited.

DTA reserves all intellectual property rights and the right to pursue all available civil and legal remedies against any unauthorized use or infringement.

40. No Waiver

Failure by DTA to enforce any provision of these Terms & Conditions shall not constitute a waiver of its rights. Any waiver shall only be valid if made expressly in writing by an authorized representative of DTA.

41. Severability

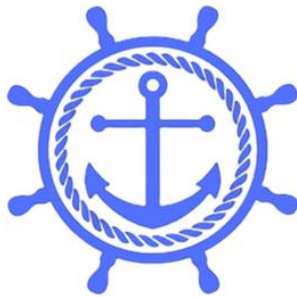
If any provision of these Terms & Conditions is held by a court or competent authority to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

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42. Amendments

DTA reserves the right to amend or update these Terms & Conditions at any time without prior notice. The latest version published on www.dtamiss.com shall govern all future appointments and online submissions from the effective date stated therein.

43. Compliance with Applicable Laws

The Client shall ensure that all cargo, documents, information and instructions provided to DTA comply with all applicable laws, regulations, sanctions, customs requirements and governmental directives. DTA reserves the right to refuse or discontinue any assignment where it reasonably believes that such compliance is not met.

Issued by:

DTA Marine Inspections & Survey Services Pvt. Ltd.

Independent International Marine & Commodity Surveyors

Managed by Marine Surveyors associated with internationally recognised professional institutions.

Document Information

- **Document:** Terms & Conditions – Cargo Claims, Marine Survey & Recovery Services
- **Version:** 1.0
- **Effective Date:** July 01, 2026
- **Last Updated:** July 01, 2026

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