

HOLDERNESS GROUP STANDARD TERMS AND CONDITIONS
FOR SHIP REPAIR

1. General

These Conditions shall be incorporated into the Contract howsoever constituted. The placing of an order with the Contractor whether by oral, telephoned, written, telexed or cabled communication shall constitute acceptance of these Conditions which shall govern all work done or services rendered by the Contractor, and shall override and exclude any other terms stipulated or referred to by the Customer. All orders hereafter placed by the Customer shall be deemed to be subject to these Conditions, No variation to these Conditions shall be binding unless agreed in writing between the Contractor and the Customer.

2. Definitions

In these Conditions the following expressions shall be defined as follows:-

- 2.1 "Abatements" means all deletions from the Scope of Work or the Contract Work agreed by the Parties.
- 2.2 "Completion" means completion of the Contract Work.
- 2.3 "These Conditions" means the Conditions numbered 1 to 24 herein and the Schedule hereto which shall be deemed to be incorporated in the Contract howsoever constituted and apply to the Contract work.
- 2.4 The "Contract" means the agreement howsoever made by or on behalf of the Customer and the Contractor. In the event that the Contract is made by any person, firm or corporation other than, or purporting to act as agent for, the Customer that person, firm or corporation shall be responsible jointly and severally with the Customer to the Contractor for the performance of the obligations of the Customer under the Contract and communication by the Contract to such person or corporation of these Conditions shall constitute communication to the Customer.
- 2.5 The "Contract Period" means the period agreed between the Parties for the performance of the Scope of Work.
- 2.6 The "Contract Price" means the agreed price excluding VAT for the Scope of Work.
- 2.7 The "Contract Value" means the aggregate of the Contract Price and the Contractor's latest estimate of the value of all Extras to less Abatements from the Scope of Work and includes the final Contract Value.
- 2.8 The "Contract Work" means the Scope of Work as the same may be amended by Extras or Abatements from time to time by agreement between the Parties.
- 2.9 The "Contractor" means Holderness Ship Repairers or such other Company within the Holderness Group to which the Contract is transferred with the consent of the Customer.
- 2.10 The "Contractor's Yard" means the premises of the Contractor.
- 2.11 The "Customer" means the Owner of the Vessel the subject of the Contract Work and/or the person, firm or corporation ordering work to be carried out in accordance with the Contract.
- 2.12 The "Customer's Specification" means the specification, docking list or other document or communication to or from the Contractor which states the Scope of Work.
- 2.13 "Delivery" means delivery of the Vessel to the Contractor's Yard.
- 2.14 "Extras" means all work ordered by or on behalf of the Customer in addition to or modification of the Scope of Work.

- 2.15 The "Overall Limit" means, in respect of the aggregate of all claims or liabilities under the Contract the lesser of
- (i) the Contract Value and
 - (ii) the sum of seven hundred and fifty thousand pounds sterling, £750,000, or such other sum as may be agreed by the Parties as the Contractor's limit of liability for loss or damage howsoever arising under any provision(s) of the Contract and specifically for the purposes of Clauses 10 and 11.
- 2.16 "The Parties" means the Contractor and the Customer.
- 2.17 "Redelivery" means redelivery of the Vessel to the Customer.
- 2.18 The "Scope of Work" means the work provided for in the Customer's specification.
- 2.19 "Sub-Contractor(s)" means and includes all persons instructed or engaged by the Contractor to do work, supply materials or equipment, or provide accommodation or services in connection with the Contract Work.
- 2.20 The "Vessel" means the Ship, Rig or other structure the subject of the Contract and includes any part, machinery or equipment thereof or intended therefore.

3. Delivery and Redelivery

The Vessel unless otherwise agreed is to be delivered to and redelivered by the Contractor at the Contractor's Yard or at its option at the nearest convenient place to the Contractor's Yard.

4. Removals

The Contract Work includes all removals specified in the Scope of Work. All other removals and renewals will be treated as Extras excepting renewals of previously sound parts which have clearly been broken or damaged by the Contractor.

5. Old Material

All old material except heavy parts of machinery, propellers and tail shafts removed from the Vessel shall upon Redelivery become the Contractor's property unless otherwise agreed in writing.

6. Payment

- 6.1 Payment by the Customer for work done shall be made without deduction and shall, unless otherwise agreed in writing, be made monthly in respect of the Contract Value to date less previous payments on account payable net within 7 days of interim invoices and the balance of 80% of the final Contract Value shall be due and payable on Completion or, if earlier, Redelivery. 20% of the Final Contract Value shall be due and payable within 30 days of Completion or Redelivery, whichever shall first occur.
- 6.2 No forbearance on the part of the Contractor in demanding interim payments under the Contract shall prejudice or affect the entitlement of the Contractor to require payment of the balance of 80% of the Contract Value upon the earlier of Completion or Redelivery.
- 6.3 Without prejudice to the Contractor's other remedies, in default of payment of invoices on the due date the Customer will pay interest on sums then due at the rate of 1.5% per month for each day of default and in default of payment of an interim invoice the Contractor shall have the right to suspend work on the Contract without thereby incurring liability to the Customer until payment in full together with accrued interest, and to recover from the Customer costs of undocking and docking, towage, berthing, watchman and (without limitation) any other costs arising from such suspension of work.
- 6.4 The Contractor shall be entitled to exercise a lien on the Vessel for any sums due to the Contractor on or before Redelivery. The Contractor shall not be obliged to redeliver the Vessel unless the final Contract Value has been agreed and 80% thereof received for value by the Contractor.

6.5 All sums due from the Customer under the Contract shall be paid in full and without any deduction, counterclaim or set-off. Any claim by the Customer under or in connection with the Contract or any other matter shall be pursued by separate action and shall not affect the right of the Contractor to payment under this Contract.

7. Disbursements

Any charges for tugs, pilotage, transport, harbour dues, crantage, and similar cash disbursements not included in the Contract Price shall be reimbursed to the Contractor plus an allowance at 10% or such other rates as may be specified in the Contract.

8. Escalation

8.1 The Contract Price is based on the cost of labour, materials and services ruling at the date of the Contractor's tender, and if by reason of any increase therein before Completion the actual cost to the Contractor shall be increased, the Contract Price and/or Contract Value shall be adjusted accordingly.

8.2 In the event that the excess of Abatements over Extras to the Scope of Work amounts to or exceeds 25% of the Scope of Work the Contractor shall be entitled to increase the Contract Price by an amount equal to the under-recovery by the Contractor of the total of establishment charges and profit applied to the Contract.

9. Insurance

The Customer shall keep the Vessel fully insured and shall ensure that all insurance's for Hull and Machinery, Protection and Indemnity and all other marine risks are in force throughout the Contract Work. The Contractor will maintain in force throughout the Contract Work Ship repairers Liability Insurance in a sufficient sum to cover the responsibilities of the Contractor in accordance with the Contract.

10. Guarantee and Liability

10.1 Subject always to the Overall Limit, the Contractor accepts liability for and will repair or reinstate or pay the cost (limited in accordance with Clause 10.2) of repair or reinstatement of any direct or consequential physical damage to the Vessel before Redelivery caused only by the negligence of the Contractor or those from whom the Contractor is responsible.

10.2 Provided that no alterations or additions have been made to the Contract Work without the consent of the Contractor, that the Customer has observed the Contractor's instructions in relation to the use and maintenance of the Contract Work and that any defect in the Contract Work has not resulted from the negligence or mismanagement by the Customer, or errors or omissions in information supplied to the Contractor by or on behalf of the Customer prior to or during the Contract Work, the Contractor will, subject to the Overall Limit, either (i) carry out the repair or replacement at the Contractor's Yard, or (ii) pay to the Customer the cost of repair or replacement, limited to the lesser of the amount which the Contractor would have charged at third party at arm's length if such work were carried out at the Contractor's Yard and the cost incurred by the Customer in carrying out such work elsewhere, of any defective Contract Work notified to the Contractor in writing within 3 months of Redelivery or, if later, of withdrawal of the Contractor's workmen upon Completion. These Conditions shall apply to any such repair and replacement if carried out by the Contractor.

10.3 Except as provided in Clauses 10.1 and 10.2, the Contractor shall not be under any liability to the Customer in either contract, tort or bailment, and from after Redelivery or, if later, Completion all liability of the Contractor in respect of the Contract Works shall cease.

10.4 The Contractor's obligations in Clauses 10.1 and 10.2 are in substitution for any condition, duty or warranty implied by common law or statute (including without limitation the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and the Sale and Supply of Goods Act 1994) and any such condition, duty or warranty is hereby expressly excluded.

10.5 In no circumstances shall:-

- (a) The Contractor be liable for loss of use or profit from the Vessel or any direct or indirect economic or pecuniary loss whatsoever, howsoever resulting from the Contract Work

- (b) The liability of the Contractor and the liability of those for whom the Contractor is responsible exceed the Overall Limit.
- 10.6
- (a) The Contractor contracts on behalf of all employees and Sub-Contractors of Contractor as well as itself and the Customer contracts on behalf of all interests in the Vessel as well as the Customer to the intent that this Clause shall bind such interests and accrue to the benefit of the Contractor and its employees and Sub-Contractors.
 - (b) It is expressly understood and agreed that the provisions of this Clause shall apply to and survive the termination of the Contract in any circumstances.
 - (c) Nothing herein contained shall affect any right which the Contractor or any Sub-Contractor may have to limit its liability under any statutory enactment for the time being in force.
- 10.7
- (a) The Contractor shall not be liable for any loss or damage caused by the Customer's failure to fulfil his responsibilities under these Conditions or for any matter within the control of the Customer, and the Customer will indemnify the Contractor against any loss, damage, costs, claims and expenses suffered by the Contractor as a result of any failure by the Customer to perform any of the terms and conditions of the Contract.
 - (b) In the event that the Contract work is delayed or interrupted by failure of the Customer or any subcontractor employed by the Customer to supply parts, equipment, material or services essential to the progress of the Contract Work, the Contractor shall be entitled to suspend work on the Contract and/or recover from the Customer costs of undocking and docking, towage, berthing, watchmen and (without limitation) any other costs or losses arising from such delay, interruption or suspension.
- 10.8 Each party ("the Indemnifying Party") agrees and undertakes with the other ("the Indemnified Party") to keep the Indemnified Party and its subcontractors indemnified against all proceedings, costs, claims, expenses and liabilities whatsoever in respect of any loss or injury sustained by the Indemnified Party, its servants, agents or any other person employed or acting for the Indemnified Party in or about the Vessel or in the premises of the Contractor or any subcontractor at the request of or on behalf of the Indemnifying Party, caused by the negligence of the Indemnifying Party or its servants, agents or independent contractors.

11. Loss, Damage or Frustration

- 11.1 If damage to the Vessel in the course of the Contract Work amounts to an actual or constructive or arranged total loss of the Vessel or if by reason of some supervening enactment or event the Contract is otherwise frustrated at law, the Contract shall thereupon be terminated whereupon:

Either the Customer shall pay to the Contractor:

- (a) The amount by which the cost (including establishment charges and profit at the rate applied to the Contract) of work done and materials purchased for the Contract prior to termination exceeds the aggregate of
- (b) All sums paid by the Customer to the Contractor before termination and
- (c) the value to the Contractor for other use of any materials or goods not placed in the Vessel before and remaining in the Contractor's hands after the time of termination and
- (d) any sum for which the Contractor is liable in accordance with sub-Clause 10.1

Or, if the aggregate of the sums at (b), (c) and (d) exceeds the amount at (a), the Contractor shall pay such excess to the Customer.

- 11.2 If the Vessel or any part thereof is damaged during or in course of the Contract Work but the Contract is not terminated pursuant to sub-clause 11.1 the Customer shall pay to the Contractor in addition to the Contract Value the cost (including establishment charges and profit at the rate applied to the Contract) of repairing the damage less any amount for which the Contractor is liable in accordance with Clause 10.1.

12. Delay

12.1 The Contractor shall have no liability for delay howsoever caused or occurring.

12.2 If the Contract Work is extended by Extras or if any delay to the Contract Work shall occur due to War, Hostilities, Acts of God, Riots, Civil Commotions, Government Restrictions, Strikes, Lock Outs or other industrial action, Fire, Accident or Explosion (whether in the Contractor's Works or elsewhere), weather conditions preventing the Contractor's performance of the Contract Work or delay in supply of or defects in items of machinery or equipment or materials or services to be provided by or on behalf of the Customer or Sub-Contractors or if the Contract Work is delayed by any other cause whatsoever (whether or not of the same nature as the foregoing) beyond the Contractor's control or if work is suspended pursuant to Clauses 6.3 and/or 10.7, the Contract Period shall be extended by the period or periods of such extension, suspension or delay.

13. Trials or Movement

Any trials or movements of the Vessel shall be at the Customer's sole risk in every respect and neither the Contractor nor any Sub-contractor shall be under any liability whatsoever to the Customer for any act or default in, or arising out of, such trials or movements and the Customer shall keep the Contractor and any Sub-contractor fully and effectually indemnified in respect of any claims whatsoever brought by third parties against the Contractor or Sub-contractor howsoever arising out of such trials or movements.

14. Third Party Property

The Contractor shall not be liable for any damage caused by defects or deficiencies in any docks and premises which are not his property or permanently occupied by him, or by any defect in cranes or other equipment not owned by him and, where the Contractor has granted an indemnity in connection with the occupancy or hiring of such docks, premises, cranes or equipment, the Customer shall indemnify the Contractor in respect of any claim by the Owner of such docks, premises, cranes or equipment arising out of the Contract Work except to the extent that (subject to the Overall Limit) any such claim results solely from the negligence of the Contractor.

15. Customer's Personnel

- (a) Any Customer bringing on board the Vessel any independent contractors or Customers' employees or subcontractors to undertake or supervise work on its behalf must protect such contractors, employees and/or subcontractors with the Vessel's insurances. The Customer undertakes to keep the Contractor fully and effectually indemnified against any and all claims by or liability to independent contractors, subcontractors or Customers' employees howsoever caused on board the Vessel or in the Contractor's Yard or elsewhere in connection with the Contract
- (b) In the event that the Contractor supplies personnel to enable or assist specialist contractors appointed by the Customer to carry out work on the Vessel under the supervision of the Customer's specialist contractor, such personnel shall be deemed to be employees of the Customer and the Contractor shall have no liability and shall be indemnified by the Customer in respect of any defect, liability or claim arising from work carried out or claim brought by such Contractor's personnel.

16. No Waiver

No failure or forbearance of the Contractor to exercise any of its rights or remedies under the Contract shall constitute a waiver thereof or prevent the Contractor from subsequently exercising any such rights or remedies in full.

17. Cancellation

The Customer may not cancel the Contract without the prior written consent of the Contractor, which if given shall be deemed to be on the express condition that the Customer shall indemnify the Contractor against all loss (including loss of profit), damage, expenses, claims or actions arising out of such cancellation unless otherwise agreed in writing.

18. Entire Agreement

The Contract constitutes the entire agreement between the Parties in relation to the Contract Work and no representation, warranty or statement by either Party prior to the date of the contract shall affect the Contract nor shall any modification of the Contract be of any effect unless in writing signed by or on behalf of the Parties.

19. Severance

If by reason of any enactment or judgement any provision of the Contract shall be deemed or held to be illegal, void or unenforceable in whole or in part, all other provisions of the Contract shall be unaffected thereby and shall remain in full force and effect.

20. Assignment

No assignment by the Customer of this Contract or of any right hereunder shall be valid unless made with the prior written consent of the Contractor.

21. Insolvency of Customer

- if
- (i) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order of (being an individual or firm), becomes bankrupt or (being a Company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - (ii) an encumbrances takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
 - (iii) the Contractor reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly;

then, without prejudice to any other right or remedy available to the Contractor, the Contractor shall be entitled to cancel the contract or suspend any further deliveries or further Contract Work without any liability to the Customer, and if any Contract Work has been completed but not paid for, the Contract Value shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

22. Law and Arbitration

The contract shall be governed by the Law of England and any dispute arising out of the Contract or these Conditions and in any way connected therewith or with the rights, duties or liabilities of either party thereunder shall be referred to arbitration in London by a single arbitrator appointed by agreement between the parties to the Contract or, in default of agreement within 14 days after a proposed appointment of a sole arbitrator, by the Secretary for the time being of the London Maritime Arbitrators' Association, whose Terms current at the time the arbitration is commenced shall apply to the arbitration proceedings.

23. General Regulations

Any and all vessels entering the Contractor's Yard for repair and the Customer, Superintendents, Officers and crew and any contractors engaged by the Customer shall be subject to the General Regulations set out in the Schedule to these Conditions and the Customer shall be solely responsible for any loss or damage resulting from any disregard or non-compliance with the General Regulations or any of them.

24. Liquidated Damages

In the event that Completion of the Contract Work as described in this Tender is delayed beyond the Contract Period of 12 days for reasons other than those described in Clause 12.2 of our Standard Terms and Conditions we accept liability for the sum of U.S.D. 12,000 as Liquidated Damages (but not as penalty) for each day by which Completion is delayed beyond 12 days subject to a maximum amount limited to 5% of the Contract Price. "Completion", "Contract Work", "Contract Period" and "Contract Price" are as defined in our Standard Terms and Conditions.

THE SCHEDULE

GENERAL REGULATIONS IN OPERATION AT THE CONTRACTOR'S YARD

- Article 1:** No later than 48 hours prior to the Vessel's arrival at the Contractor's Yard, the Customer shall advise to the Contractor the following particulars:
- (1) Vessel's name, service and class;
 - (2) Vessel's dimensions and tonnage;
 - (3) Expected draft at the time of the Vessel entering, staying at and leaving the Contractor's Yard;
 - (4) Docking and Lines Plans for the Vessel;
 - (5) Whether or not cargo and/or fuel remain on board. A description of the cargo and/or fuel and how they are stowed;
 - (6) Type of survey;
 - (7) Whether the Vessel has any recorded or suspected damage or defects on her underwater parts;
 - (8) Any matters requiring the Contractor's special attention in respect of the Vessel entering, staying at and leaving the Contractors Yard;
 - (9) Any matters deemed necessary for the Contractor to perform repair works.
 - (10) In the case of repairs which involve knowledge of the structure or arrangement of hull or machinery the Customer will provide the Contractor with "as built" drawings or arrangements sufficient to enable the Contractor to carry out the repair work.
- Article 2:** Prior to arrival at the Contractor's Yard, the Vessel shall be completely free of gas, slop, sludge and/or dirty ballast to the satisfaction of the Contractor's Chemist(s) in respect of the cargo tanks or holds unless special arrangements are made in the case of emergency, and likewise shall be completely discharged of any cargo of a dangerous nature such as explosives or substances which are noxious or harmful to health. Slops received must be declared free of heavy metals content (no more than 10 parts/billion) otherwise the full cost of specialised disposal will be charged to the Customer.
- Article 3:** The Customer shall undertake to make the Vessel fit and safe in all respects for docking and/or berthing and shall, upon request by the Ship Repair Yard, complete any necessary or appropriate measures such as adjustment of the Vessel draft, trim and preparation of mooring ropes etc.
- Article 4:** No Agency Service shall be provided by the Contractor unless specifically requested in advance. The Customer shall take all necessary procedures for entry into Port, quarantine, Customs clearance etc.
- Article 5:** Where paint has been specified or is supplied by the Customer, the Contractor accepts no responsibility whatsoever as to the suitability, durability or adhesive properties of the paint. The Customer is to be responsible for supervising and approving the application of such paint and will indemnify the Contractor against any claim made against the Contractor by any third party relating to or arising out of such application.

Article 6: Unless otherwise specifically agreed, the Customer is prohibited and will ensure that its employees and contractors are prohibited from committing any of the following acts:

- (1) to carry out fumigation while the Vessel is in the Contractor's Yard;
- (2) to take fuel while the Vessel is in the Contractor's Yard;
- (3) to discharge or throw overboard any dust, waste, oil or oily elements;
- (4) to use sanitary lines, when the ship is in the dry-dock or floating dock;
- (5) to use drain pipes (e.g. scupper pipes and discharging pipes) when painting work is in progress on the Vessel's shell;
- (6) to carry out any welding, burning or other hot work;
- (7) to carry out any blasing or spray painting;
- (8) to carry out any activity which, in the opinion of the Contractor, is or may be a nuisance to or result in liability to third parties;

Article 7: Any instructions or orders in respect of the Vessel docking, undocking, repairs and relative works shall be given directly to the nominated representatives of the Contractor. The Contractor shall incur no responsibility for any instructions given by the Customer to any personnel other than the Contractor's nominated Representatives.

Article 8: From and after the arrival of the Vessel at the Contractor's Yard the Master, Officers and crew of the Vessel and any Superintendent appointed by the Customer shall (subject always to the terms of the Contract) comply with all instructions by the Contractor in relation to docking, undocking and movements of the Vessel within and between the Contractor's premises.

Article 9: The Customer and its employees and the Customer's Superintendents and contractors and Officers and Crew of the Vessel shall be deemed to have notice of and shall observe the safety, security and other rules and precautions in force at the Contractor's Yard. Any breach of this provision may, without prejudice to liability therefore, result in the Contractor excluding any such personnel from the Contractor's Yard.

Article 10: Docking, painting and other charges are subject to the applicable tariffs then current. Additional charges shall be paid by the Customer for overtime work or special services rendered in the course of the Contract Work.

COMMERCIAL CONSIDERATIONS/CLARIFICATIONS

In the preparation of this Tender and any subsequent contract, we have made the following assumptions which should be considered in conjunction with our standard Terms and Conditions of trading:

1. Classification/Drawings

- a. All Classification Society, Regulatory Bodies and Underwriters' representatives would be arranged by Owners or Owners' representatives and any attendance, certification fees or other charges would be paid by Owners direct to the Organisation concerned
- b. Any Classification Society approved drawings required for the repair would be provided by Owners or their Consultants and would be available prior to the arrival of the vessel at our Repair Yard.

2. Painting/Cleaning etc.

- a. All paints, coatings, solvents, etc., safety data sheets and paint manufacturer's representative would be supplied by Owners unless clearly defined as Yard supply with individual items in your Specification.
- b. Whenever possible, where SA standards of blasting are specified these will be attained, but should unfavourable climatic or environmental conditions prevail we may opt to slurry blast, shroud blast, or use ultra high pressure water to achieve an equivalent SB standard and apply paint by airless spray or power roller.

These alternative methods of preparation also have the advantage of improving the surface for coating.

With both wet grit methods, once the surface has been blasted it is high pressure water washed again to remove all traces of grit from the blast profile in the steel, which virtually eliminates chloride contamination, therefore creating almost the ideal surface finish for the new range of surface tolerant coatings available from all paint companies.

- c. No allowance has been included in our programme for any delays due to any periods required for curing of coatings.
- d. Any costs associated with cleaning, access arrangements, asbestos removals, disposal of any TBT content or other hazardous materials are not included unless our tendered price clearly states that these items are being provided within our itemised work. Pre-cleaning of any spaces which are to be blasted has not been included. If the blast standard specified is unable to be achieved due to the configuration of the steelwork (e.g. ice stiffening), heavy scale, surface contamination or toughened coatings then we would wish to reassess our prices for carrying out the work.
- e. Where prices are quoted for tank cleaning then these may be subject to revision after the actual condition of the tanks have been determined. Removal of residual water, sludge or scale will be subject to an additional charge.
- f. Any prices quoted for the disposal of garbage relate solely to the removal of galley refuse. To enable us to comply with Health & Safety regulations, no other materials (e.g. paint tins, insulation, oil products, etc) should be placed in this container. We would be pleased to offer prices for the removal of any such substances not already requested in your Specification.

3. Payment/Invoices

- a. In accordance with our Terms and Conditions, it is our procedure to agree the invoice for the repairs to the vessel with the Superintendent prior to the vessel's departure. If the Superintendent is not authorised to agree the account then we must be advised at the date of contract award to enable us to agree an acceptable alternative.

4. Specifications

- a. Where specified plate thicknesses, scantings, and/or plate qualities are not readily obtainable, then we shall substitute with material of the nearest equivalent and adjust our price accordingly.
- b. Where our Tender includes prices for pipe renewals then we have assumed Standard Weight steel pipe and existing flanges unless clearly stated otherwise.
- c. Where steelwork repairs are being undertaken, we shall endeavour to avoid/minimise distortion by adopting recognised welding procedures. However any remedial work necessary to remedy any distortion either prior to or after survey and testing would be subject to an additional charge. In calculating steel weights on shaped plates, measurements will be taken at greatest length and breadth.
- d. Where your Specification includes references to "as required", "as necessary" or "as directed", etc, then no allowance has been included in our pricing for any work arising there from.
- e. Where valves have been specified for overhaul then we have allowed to open up in situ, manually grind in seats/lids, repack glands and close up with new jointing. We have made no allowance for unspecified machining or any new parts.
- f. Our price has only included for the costs of any removals, cleaning or staging for access where such requirements are clearly specified in your Specification or stated in this Tender.
- g. If our Tender includes allowances/budget prices for work or for the attendance of service engineers then such prices will be confirmed/adjusted upon receipt of actual invoices and/or the determination of the work undertaken.
- h. All oils, spare parts and manufacturer's representatives would be supplied by Owners unless clearly defined as Yard supply with individual items in your Specification.
- i. Where items or work content have been duplicated within the specification we have included for this in our Tender once only.

5. Crew/Subcontractor Working

- a. We have no objection to members of the Ship's crew or other Owners' appointed contractors carrying out certain items of maintenance work whilst, the vessel is under repair, subject to the General Regulations included in our Terms and Conditions.
- b. We shall, if requested, endeavour to provide assistance to any Owners' appointed contractors or service engineers on the understanding that responsibility for workmanship and/or schedules remains with the Owner.

6. Facilities

- a. At the date of this offer we can confirm that we have the necessary facilities to carry out the specified work to suit the anticipated arrival date of the vessel. However we reserve the right to withdraw this offer if our facilities are pre-sold prior to your acceptance of this Tender.