

1. BASIC DEFINITIONS

- 1.1 These are **MARINE INVEST** commercial standard customer's terms.
- 1.2 "Contractor" – shall mean **MARINE INVEST** and its co-operating network.
- 1.3 "Customer" – shall mean ordering company specified in written document as Purchase Order or Agreement.
- 1.4 An "Agreement" shall mean a document signed by both parties together with attachments and appendices. Its amendments agreed at any time are included.
- 1.5 "Purchase Order" shall mean written request directed and sent to provider. Purchase Order is treated as Agreement for specified supplies and/or services.
- 1.6 "Inspection" shall mean specific activity related to all kind of checks and testing of contracted equipment.
- 1.7 Contractor guaranty that inspection is carried out as per recognized standards, requirements, and includes small repairs.
- 1.8 "Inspection Certification" shall mean "Service Chart" issued in form of reports by authorized person on behalf of Contractor. Such document serves as certificate, showing that specified and listed equipment has been inspected and found to be in compliance with recognized rules and regulations. Certification is issued after positive completion of entire service. Validity of such document is based on relevant rules of Conventions or Recognized Organizations.
- 1.9 "Service Chart" shall mean Reporting Files issued in connection to contracted and carried out job.
- 1.10 "Repairs, services, and maintenance" shall mean all agreed tasks to be performed by Contractor, which are not included in scope of "Inspection".
- 1.11 Supplies shall mean all contracted deliveries ordered by Customer.
- 1.12 The "service description" shall mean a detailed scope of work for each offered services including the different features, options and availability of a service.
- 1.13 "Pricing" shall mean fees quoted to Customer for specified tasks and declared in any signed Agreement or confirmed otherwise. Standard pricing table is an option if required by Customer.
- 1.14 "Agency activity" shall mean contracting any jobs for Contractor's affiliated companies and business partners.

2. AGREEMENT

- 2.1 The Agreement is made up of application, terms, service and/or supplies description, pricing and appendices.

- 2.2 The agreement in form of "Firm Order" received from Customer shall be confirmed/acknowledged in written by Contractor in due time.
- 2.3 If anything in the Agreement is inconsistent with a provision in another part of the Agreement, then unless otherwise stated, the *General Terms and Conditions* prevail to the extent of the inconsistency.
- 2.4 The Agreement starts when is accepted by Contractor and Customer.
- 2.5 Termination of service is given in form of notification agreed between Contractor and Customer in scope of Agreement.
- 2.6 Changes in the Agreement if could be made in the following cases:
- i. if Customer agree for it;
 - ii. if changes benefit or not adversely affect Customer;
 - iii. if Contractor gives reasonable notice of change;
- 2.7 Frame Agreement and any document treated as Frame Agreement shall mean the kind of permanent agreement signed and accepted by Customer and Contractor which includes own specified rules of business.

3. CONTRACTOR'S OBLIGATIONS

- 3.1 Contractor takes social responsibility for service personnel assigned for any tasks stated in the Agreement.
- 3.2 Contractor takes responsibility to equip service personnel in proper safe working clothes and personal safety equipment unless it is differently stated in the Agreement.
- 3.3 Contractor shall arrange proper personal insurance for own personnel covering entire duration of service period.
- 3.4 Contractor shall guarantee that appointed personnel for services on board ships is provided with valid Passport and Seaman's Book, if it is required. Arrangement of appropriate visas is possible if required by Customer.
- 3.5 Contractor shall provide personal details of own attending service personnel to Customer, if it is required.
- 3.6 Contractor shall notify Customer when service tasks are completed or planned to be completed if there is a *non fixed-length Agreement*.
- 3.7 Contractor shall provide qualified personnel to carry out all tasks stated in the Agreement.
- 3.8 Contractor shall guarantee to provide certified personnel to carry out specified jobs as per detailed Agreement. Requirement for certification should be declared by Customer in the Agreement.
- 3.9 If Contractor's appointed service team consist of several people – there is a rule that certification is provided for some person(s) only.

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- 3.10** If certification requirement is not specified in the Agreement, it is assumed that sufficient certification is as provided by Contractor.
- 3.11** Contractor is entitled to employ any necessary sub-contractors under own responsibility in case needed, unless it is not differently agreed.
- 3.12** Service Chart includes:
- i. On spot Report which shall be issued directly after job completion;
 - ii. Final Report which shall be issued in Contractor's office in time of seven working days after staff return from contracted job.
- 3.13** Contractor's personnel shall keep records of working time under agreement if it is specified in there
- 3.14** Contractor offers to keep data records for Customer regarding serviced equipment if required. Such records keeping is declared free of charge.
- 3.15** Contractor shall be responsible for transportation, accommodation, and victualing of appointed servicemen only if Customer does not arrange such provision or if it is excluded from Agreement. If the Agreement includes such travel and accommodation expenses, there should be clearly stated responsibility for servicemen travel arrangement.
- 3.16** If entire or partial travel arrangements and/or any connected travel expenses are made by Contractor – all these expenses shall be invoiced to Customer. In this case Contractor reserves the right to add 5% administration fee on final bill.
- 3.17** In case any unexpected travel expenses occur without Contractor's or its personnel fault during travel (for instance if personnel has to pay in cash on demand) then Contractor reserves the right to add 10% administrative fee on such billing.
- 3.18** Contractor reserves the rights to invoice Customer for high bills of paid telephone calls, which would be crucial for actual contracted jobs and made on its benefit.
- 3.19** Contractor reserve rights to use Customer Agents, if it is necessary, in order to get access to working facilities e.g. access to port and/or on board vessel. Also Customer's Agencies shall be used for travel arrangement of service personnel. Any Agency cost incurred shall be included in final invoice with supporting vouchers.
- 3.20** Contractor guarantee that personnel appointed for service on board vessel during sea voyages shall participate in all safety duties and comply with safety procedures. Appointed personnel to be instructed by Contractor accordingly regarding this matter.
- 3.21** Contractor guarantee proper discipline of own employees during fulfilling agreed tasks.
- 3.22** Contractor shall allow guaranty clauses to be included in the Agreement.
- 3.23** Contractor shall respect guaranty claims for supplied equipment as extension of maker's warranty. Any claim should be supported by evidence.
- 3.24** Contractor guarantees that all details of Agreement, scope of work, Customer's documentation and any relevant information remains confidential and shall not be revealed to any third party.
- 3.25** Contractor could provide guaranty, which is however always and only limited to work specified in offer or in separate agreement. Such guaranty could be given on Customer's demand only and might incur additional charges if agreed.
- 3.26** Contractor offers pre-inspection prior issuing quotation in case there is insufficient info about scope of work due to lack of such knowledge from Customer side. Pre-inspection might incur attendance charges if agreed.
- 3.27** After pre-inspection and/or during contracted job there might be issued by Contractor's personnel some prescriptions or recommendations in written forms. In case such prescriptions and/or recommendations are not fulfilled nor followed or ignored by Customer staff then Contractor reserves the rights to refuse responsibility for any consequential damages.
- 3.28** Contractor shall have the rights to dispose and/or remove any old and damaged parts or equipment after replacement unless otherwise agreed.
- 4. CUSTOMER'S OBLIGATIONS**
- 4.1** Customer shall provide all necessary details and specify requirements for intended service in order to prepare quotation/offer by Contractor.
- 4.2** Customer shall provide as far as feasible, any necessary documentation, technical information, and specification, which might be required to perform agreed service.
- 4.3** In case there are not specified any Customer's requirements – Contractor shall apply rules of "good practice".
- 4.4** Customer shall co-operate regarding arrangement of access to facilities, where service to be carried out.
- 4.5** Customer is assumed to be responsible for transportation, accommodation, and victualing of travelling Contractor's service personnel unless otherwise specified in the Agreement. If such Customer's obligation is not fulfilled but travel expenses are confirmed in Agreement – there are applicable points 3.15-3.17 of this Terms and Conditions.
- 4.6** If service is carried out by Contractor's appointed personnel on board ship during sea
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passages – Customer should accept to place servicemen on IMO crew list in order to avoid problems with Immigration Authorities.

- 4.7** For appointed Contractor's service personnel carrying out on voyage repairs on board vessel – Customer shall grant one bed per person in ship's accommodation facilities (cabins).
- 4.8** Customer should ensure that prior employing Contractor's servicemen on board vessel; there is sufficient safety equipment on board in accordance with Safety Equipment Certificate.
- 4.9** For on voyage repairs carried out on board vessel by Contractor's appointed personnel – Customer shall accept that medical expenses incurred due to any accident and/or unexpected sickness. The expenses incurred might be limited if stated in Agreement.
- 4.10** Customer shall accept to include Contractor's appointed service personnel into own indemnity insurance for period of service, while these persons are present on Customer facilities.
- 4.11** For appointed Contractor's service personnel carrying out duties out of home area Customer should provide accommodation for entire duration of such service as per appropriate clause in Agreement.
- 4.12** Customer shall agree, that Contractor personnel is allowed to use available tools, equipment and facilities in order to carry out agreed tasks. Usage of Customer's owned equipment might be specified in Agreement.
- 4.13** Customer shall agree that Contractor's personnel is supported and/or accompanied by Customer's own employees in order to carry out agreed jobs. Assistance is especially required to ensure protection against fire and in operation of such facilities as cranes, winches, etc.
- 4.14** Customer appointed representative shall provide endorsement of evidence documents submitted by Contractors personnel, e.g. Working Hours Cards, Service Reports, etc.
- 4.15** Customer shall guarantee that quotation, pricing details, service documentation and all relevant information remains confidential and shall be not revealed to any third party.

5. PAYMENT & INVOICING CONDITIONS

- 5.1** The prices for services are always declared in quotation.
- 5.2** Prices are assumed valid if they are confirmed in the Agreement.
- 5.3** Overtimes for services are applicable only if it is clearly confirmed in the Agreement.
- 5.4** Charges for Contractor's personnel working hours are applicable from the date when joining service facilities (e.g. vessel) until the day of departure.

5.5 Charges for Contractor's personnel working time during travel and stand-by are applicable in principle as agreed hourly or daily amounts unless otherwise stated in Agreement. Travel time commences when appointed personnel leaves Contractor's facilities.

5.6 Currency of pricing is Euro unless otherwise stated in Agreement.

5.7 For orders, which require investment in spare parts or materials, there is in principle required prepayment from the Customer.

5.8 Unless otherwise stated in Agreement the rule is that prepayment amount should be calculated as follows:

- 50% of offered amount for repair jobs required purchasing of materials and spare parts.
- 70% of offered price for fabrication or production.

5.9 The instalment for payment is applicable if product ordered by Customer has value bigger than 1000 € unless otherwise stated in Agreement.

5.10 For instalment schedule the following should apply:

- 40% - prepayment on order issue
- 60% - down payment after acceptance by Customer.

5.11 For first job contracted with new Customer it is required 100% prepayment unless otherwise agreed.

5.12 The invoice for specified service is issued immediately upon work completion.

5.13 Payment for invoice shall be settled within specified time as stated in purchase order or agreement.

5.14 Delay of invoice payment might incur a legal action against customer.

5.15 In case of long delay of payment, despite of legal action there might be applicable interest of 5% for each month or its part accordingly.

5.16 Prior full payment is settled by Customer – the Contractor reserves the right to ownership of supplied goods.

6. LIMITATION OF LIABILITY

6.1 Contractor shall have no liability whether express or implied by law or by statute for damages or losses as a result of lack of conformity after conducted services.

6.2 Contractor shall have no liability for any other third party participating in the common task, if arranged by Customer.

6.3 Contractor shall have no liability for similar services conducted on behalf of Customer prior Agreement.

6.4 Contractor, if acting under Agreement, shall have no liability for any expiry of certification,

due to lack or delay of agreed services, if occurred due to insufficient notice given to Contractor and/or lack of possibilities to carry out services or due to lack of relevant information from Customer.

- 6.5** Contractor, if acting under Agreement, shall have no liability for any losses or damages whatsoever and howsoever arising due to force majeure, or due to events beyond the reasonable control of Contractor or events that could not reasonably be foreseen.
- 6.6** Contractor is in no event liable for indirect, incidental or consequential damages or losses, including damages for loss of profits, resulting from lack of conformity in relation to performance of services conducted under Agreement.

7. APPLICABLE LAW AND JURISDICTION

- 7.1** The Agreement shall be construed and interpreted in accordance with Polish law.
- 7.2** The District Court of Gdansk shall be the exclusive venue for any legal actions of proceedings against Contractor.
- 7.3** Customer accept the District Court of Gdansk as a non-exclusive venue for any legal actions or proceedings by Contractor arising from or in connection with this Agreement, and agrees that such actions or proceedings may be brought in the District Court of Gdansk or any other state and the Customer irrevocably submits to the jurisdiction of such courts' and waives any objections to actions or proceedings in any such court on any ground, including but not limited to the ground that the action or proceeding has been brought in an inconvenient or inappropriate forum.
- 7.4** Nothing stated previously in general Terms and Conditions shall preclude Contractor from the right to seek security or interim orders (by means of an appropriate remedy of relief, including but not limited to in rem arrests, injunctions, attachments, seizures, sales, detention, the exercise of a lien or otherwise howsoever) according to local law and legislation for claims in any jurisdiction Contractor sees fit.
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