

## **TERMS AND CONDITIONS GOVERNING THE REPAIR AND BERTHING OF VESSELS**

### **AT SHIPYARD OF AZ MARINE OFFSHORE SERVICES PTE LTD ("AMOS")**

1. These term and conditions governing the repair and berthing shall be applied on all vessels that enter AMOS shipyard and waterfront area at 15 D Pandan Road, Singapore 609266 ("AMOS").
2. The term "Customer" shall in this context refer to the owner of the vessel, the master of the vessel and any representative or agent of the owner. The term "vessel" is hereinafter also used to refer to a part of the vessel, barges, floating crane, equipment, etc.
3. The master of the vessel to be berthed shall ensure the list of vessel shall be within the limits set in the instructions given by AMOS. If the vessel is loaded at the time of berthing, the Customer shall, notify AMOS in advance thereof and the Customer shall be liable for the safety of the vessel for berthing.
4. The vessel must have the necessary hauling lines and moorings and the vessel's crew, when required by AMOS, shall assist in the mooring and the hauling with the vessel's own equipment.
5. AMOS shall be entitled to berth the vessel at a place it deems more suitable. AMOS shall have the right at its sole discretion to change berthing location or agreed berthing schedule, in which case AMOS shall not be liable for any possible delays or incurred costs.
6. AMOS shall not be a liable for damage or losses, which may be caused, during or outside working hours, to the vessel, its equipment, cargo, crew or visitors, while the vessel remains on the shipyard or while it is being transferred to another location, berthed or relaunched.
7. The Customer shall be liable for the damage to AMOS, its personnel, a third party, the shipyard or waterways, which is caused by the Customer's vessel or crew including but not limited to damages caused by collision, discharge of oil, chemical, waste or other corresponding substance originating from the repaired vessel.
8. The Customer shall be responsible for ensuring that the vessel, the vessel's equipment and supplies and crew are adequately insured on customary conditions, while the vessel remains at AMOS or repairs are carried out on the vessel by AMOS. The Customer shall provide AMOS with copies of the insurance when required by AMOS. AMOS has the right to request the Vessel to leave AMOS shipyard in the event AMOS is of the opinion that the insurance cover is lacking or insufficient
9. The Customer shall be liable for the full payment of the work undertaken by AMOS and for the materials used.
10. In the event the material used by AMOS in the repair work does not conform to the contract and the Customer has provided a written notice of defect concerning the matter before the vessel leaves the shipyard, AMOS sole liability shall be to carry out the repair work, at its own choice and cost, either at its own shipyard or some other place of its choosing or to grant the Customer a corresponding reduction in price. For the purpose of repairing the

defect, the Customer shall, at its expense, place the vessel or equipment to be repaired at AMOS disposal for the period of time required for carrying out the repair in question.

11. The master of the vessel shall be responsible for ensuring that the vessel's crew observes the instructions (verbal or written) and regulations issued by AMOS, which concern order, safety, and cleanliness, as well as other instructions and regulations relating to the stay of the vessel at AMOS.
12. The vessel's own fire extinguishing equipment must be in working order and easily accessible.
13. The Customer shall not be entitled to have repairs to its vessel made by outside labour, while it is in AMOS area, without an approval given by AMOS.
14. The Customer shall be obliged to effect the payment or the estimated total sum of the repair costs before the vessel leaves AMOS' Shipyard. In the event the Customer fails to do so, AMOS shall have the full right to refrain the vessel from leaving AMOS' Shipyard, without any liability to Customer.
15. If the parties, during the work, agree on changes or additional work, they must also at the same time agree on their effect on the time of delivery. The date of delivery shall be correspondingly postponed by the period of time corresponding to the period of time required for the preparation for and execution of such work. In any case, AMOS shall not be liable for any delay in delivery, regardless of the reason for the delay.
16. The work shall be considered as being accepted after the inspection has been carried out and the agreed handover trials have been carried out in an approved manner. When the vessel leaves AMOS, AMOS shall in any case be released of all liabilities concerning deficiencies. The liability of AMOS, its subcontractors and suppliers shall be limited to the abovementioned obligations as to their extent and duration. AMOS and/or its subcontractors and suppliers shall neither be liable for any indirect losses or damage or other indirect losses or expenses ensuing from the abovementioned defects or relating to them or normal wear or stress or overloading, nor for the defects resulting from normal corrosion of a material or accidents, fire, incorrect loading or stowing or the poor or careless use or maintenance of the vessel.
17. Notwithstanding any other terms and conditions governing the agreement between AMOS and Customer, AMOS shall not be liable (i) for the indirect or consequential damage or losses sustained by the Customer, such as loss of time or interest, or loss resulting from the changes in business cycles, loss of profit or markets or increase in costs; or (ii) for the amount exceeding the sum the Customer has paid to AMOS for repair and/or berthing services.
18. In the event that any provision of this document shall finally be determined to be unlawful or unenforceable, such provision shall be deemed severed from the rest of this document, but every other provision of this document shall remain in full force and effect, and a provision of similar import reflecting the original intent of the parties shall be substituted to

any such provision held unlawful or unenforceable, to the extent permissible under applicable Law.

19. Any and all disputes arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration ("SCMA Rules") for the time being in force at the commencement of the arbitration, which rules are deemed to be incorporated by reference in this clause..
20. Singapore law shall be applied in the settling of disputes