

FASSMER SERVICE

General Terms and Conditions

for Dock Work and Repairs

Only the following General Terms and Conditions exclusively apply to the performance of ship repairs, ship conversions, work on equipment or parts of ships and any kind of dock work, work on slipways or patent slips. They form an integral part of all quotations and contracts of Fassmer Service GmbH & CO. KG ("FASSMER SERVICE") for deliveries and services and shall apply to any current or future business relationship in case FASSMER SERVICE acts as contractor. Agreements deviating from these General Terms and Conditions, including but not limited to contradictory terms and conditions of the customer ("Customer"), and side agreements shall only become an integral part of the contract upon FASSMER SERVICE consenting expressly and in writing to its inclusion. The following conditions also exclusively apply if FASSMER SERVICE, after being informed of the Customer's conditions contrary to or deviating from the following conditions, performs any inspections, repairs or dock work etc. without any reservation or contradictions.

1. Offer and Conclusion of Contract

- 1.1. Offers and quotations of FASSMER SERVICE are not binding, unless expressly designated as binding. They shall only include such deliveries and services that are explicitly specified therein.
- 1.2. Contracts are only deemed to have been concluded once FASSMER SERVICE has accepted in writing the orders, has confirmed in writing Customer's letters of acceptance, or has delivered the supplies or performed the services ordered by the Customer. This shall apply *mutatis mutandis* to all amendments to or alterations of contracts.
- 1.3. If the contract does not come about for reasons for which we are not responsible, we are entitled to charge any cost estimates prepared and project work performed at the Customer's request at customary and reasonable prices.

2. Scope of Contractual Obligations / Documentation

- 2.1. In cases of doubt regarding the scope and period of time of the contractual obligations, the content of the written contract or order confirmation by FASSMER SERVICE and of the documents listed therein shall be decisive. Additional expenses due to errors in drawings and other documents or information provided by the Customer shall be borne by the Customer.
- 2.2. All data provided by FASSMER SERVICE to the Customer and documents of FASSMER SERVICE forming the basis of the contract (such as drawings, illustrations, details of measurements and weights or technical descriptions) only contain approximate descriptions as customary in shipbuilding. FASSMER SERVICE reserves the right to implement minor changes (such as alterations of design, form, or colour).

- 2.3. FASSMER SERVICE reserves its proprietary rights, copyrights and other industrial property rights in the documents referred to under 2.2 above. Unless agreed otherwise in writing by FASSMER SERVICE, above documents may not be used for any other purpose but the fulfilment of the respective contracts entered into with FASSMER SERVICE; in particular they shall not be reproduced or disclosed to third parties. Upon request of FASSMER SERVICE, the Customer shall return them to FASSMER SERVICE without delay. This non-disclosure obligation shall remain in effect beyond the termination of our business relationship.
- 2.4. The Customer must provide binding drawings (such as the docking plan) to FASSMER SERVICE in a timely manner prior to the arrival of the ship in the shipyard.
- 2.5. The scope of inspection, maintenance and repairs and their appropriateness shall be determined exclusively by the Customer. FASSMER SERVICE does not verify the correctness with regard to the contents of statements provided by third parties (such as a classification society or its agents or by the Customer's agents) or its representatives. FASSMER SERVICE is not obligated to examine the ship or the object of our performance for the purpose of identifying latent defects.
- 2.6. If FASSMER SERVICE uses plans, documents and information provided by the Customer for the performance of the services, the Customer must indemnify and hold FASSMER SERVICE harmless against any claims from third parties based on violations of copyrights, patents and other industrial property rights of third parties resulting from the utilization of such plans, documents or information provided by the Customer.
- 2.7. FASSMER SERVICE shall be entitled to subcontract all or part of the work assigned to FASSMER SERVICE. FASSMER SERVICE is entitled to assign adequate subcontractors to carry out the works and services, in particular to affiliated companies of FASSMER. The subcontractors and their personnel do not have the power of legal representation of FASSMER SERVICE unless the subcontractors are explicitly authorized by FASSMER SERVICE.
- 2.8. Partial deliveries and the partial performance of services shall be permitted.
- 2.9. The relationship between the Parties is limited to the performances of service. This contract shall not be deemed to found an employment relationship, a company, an association or a trade representative contract between the Parties. Each Party shall be solely liable for its employees and agents, including but not limited to remuneration, insurance, working permits, visa etc.

3. Customer's Authorized Representatives, Crew

- 3.1. The Customer shall inform FASSMER SERVICE in writing no later than upon arrival of the ship or delivery of the object of performance which person or persons (other than the master or the agent acting as the Customer's representative) shall be authorized to make and receive legally binding declarations to and from FASSMER SERVICE and enter into legally binding agreements with FASSMER SERVICE.
- 3.2. The Customer must ensure that its representatives, the crew or any person present at the shipyard on its behalf are in possession of the required residence permit (visa), and are properly insured and licensed. This shall also include the Customer's obligation to carry the tax burden resulting from the presence of any such person. The presence of these persons at the shipyard shall be at the risk and sole responsibility of the Customer.