

1.0 GENERAL CONDITIONS

1.1. An order for assistance by personnel from a company within the Harris Pye International Group of Companies hereinafter referred to as HP (the Order), constitutes an offer by HP, and the Buyer's confirmation of the Order shall constitute the Buyer's acceptance of the terms contained in the Order and those terms set out in these General Conditions (this Contract).

1.2. The Order shall set out the Buyer's specific requirements (the Services). The Services may be amended by the parties in writing from time to time.

1.3. For the avoidance of doubt, the terms contained in the Order and any additional price list for work provided to the Buyer at the time the Order is given to the Buyer, shall form an integral part of this Contract.

2.0 SERVICES

2.1 HP shall provide the Services in accordance with the specifications contained in the Order and shall use reasonable care and skill in the performance of such Services. The Services shall be performed on the dates or within the period stated in the Order or as otherwise agreed in writing and shall be performed at the locations as described in the Order. For the avoidance of doubt, in no circumstances shall time of performance by HP be of the essence.

2.2 The Buyer shall promptly provide HP with all necessary information in Order to enable HP to provide the Services to the Buyer in accordance with the Order.

2.3 Upon written request from the Buyer HP will supply industrial gases at the Buyer's expense. If the Buyer does not specifically request HP to supply such gases, the Buyer will be expected to supply them.

2.4 HP will only provide those materials, works and Services as set out in the Order.

2.5 Save where specified otherwise in an Order, the Buyer shall provide HP with all materials, equipment and facilities reasonably required by HP to perform the Services in accordance with the Order. For the avoidance of doubt, the following service are not included in the Services unless specifically states to the contrary and shall be made available to the HP personnel if required and all costs are to borne by the Buyer:

- Safe assistance for transport of materials to and from work site
- Availability of necessary scaffolding.
- Overhead cranes, blocks, fall wires and shackles c/w certificates to an acceptable standard.
- All special tools for the engine shall be available.
- General assistance for cleaning, etc.
- Disposal of waste & effluent etc;
- Supplies of electricity, compressed air for working and for personnel protection equipment, water and fuel as well as necessary lighting.
- Gasses, oxygen, acetylene, compressed air etc; as necessary
- Launch services as necessary
- Shipyard or third party commission
- Demurrage and any associated costs

2.6 Additional materials to be quoted accordingly or charged at cost + 15% overhead. Additional works identified are to be quoted or charged via timesheet records or agreed fixed price.

3. WORKING HOURS – TIME SHEETS

3.1. The Buyer or its authorised representative is requested to follow the progress of work carried out by HP personnel closely.

3.2. Timesheets, showing the time the HP personnel have

carried out work for the Buyer, shall be filled in daily and shall be countersigned by the chief engineer or any other authorised representative of the Buyer. If the representative of the Buyer does not countersign the timesheets or if such representative does not approve the timesheets that have been filled in by the HP personnel, the representative of the Buyer must immediately inform the HP company responsible for the Services by email or fax of the reason for the refusal to approve the timesheets. If a timesheet has been countersigned in accordance with this condition or if the Buyer has not given due notice to the relevant HP company in accordance with this condition regarding unapproved timesheets, then the Buyer shall be deemed to have waived any right to object to such invoice which shall be payable in full.

3.3. Where referred to in an Order, a normal working week comprises 7 working days. A normal working day comprises 12 working hours including all meal breaks. Hours outside the 12 working hours will be considered as overtime hours.

3.4. All working hours on the weekend days and the HP personnel's national holidays will be considered as overtime hours.

3.5. The effective working time each day is defined as the time from the arrival of the HP personnel performing the Services at the location (as specified in the Order) by the HP personnel until they leave such location, less the time spent on meal breaks.

3.6. In cases where the HP personnel are not staying onboard a ship, the working time starts at the time the personnel commence the performance of the Services. The transport time between the living quarters and the worksite will be invoiced as travelling time.

4.0. PRICE, INVOICING AND EXPENSES

4.1. In consideration of HP providing the Services to the Buyer, the Buyer shall pay to HP the price(s) set out in the Order.

4.2. The price shall be paid to HP in accordance with any specific terms included in the Order.

4.3. Where such payment terms are not included in the Order, the invoice for the assistance will be forwarded to the Buyer as soon as possible after completion of the Services and shall be paid by the Buyer within 30 days from the date of invoice.

4.4. If the Buyer fails to pay the price, or any part of it in accordance with this Contract or the Order, the Buyer shall pay to HP interest from the due date until payment is made in full, both before and after any judgment at 2.5% per annum over Barclays Bank plc base rate from time to time.

4.6. Travelling and transport expenses will be invoiced at cost plus 15% overhead.

4.7. Travelling time will be invoiced at normal working hour rates with a maximum of 12 hours of each calendar day.

4.8. All materials, tools and equipment are quoted ex - works as defined in the Incoterms 2000. Any required freight of tools and materials will be invoiced at cost plus 15% overhead.

4.9. Reasonable hotel costs and other reasonable allowances of HP personnel will be invoiced at cost plus 15% overhead.

4.10. Other costs necessary for the progress of the work, such as telephone calls, telefaxes, telexes, telegrams etc will be invoiced at cost plus 15% overhead.

5. WAITING TIME

5.1. Waiting time caused by lack of work or reduced number of working hours due to circumstances beyond the control of HP personnel will be invoiced at the rate valid for normal working hours. HP personnel are, however, prepared to undertake other kinds of jobs outside of the scope of the Services in order to give the Buyer good value for the time spent by HP personnel in connection with the Order. For the avoidance of doubt, the HP personnel shall not be required to perform any work which they are not qualified to do, and where they are required to perform such work, HP accepts no liability to the Buyer for any loss or damage caused as a result of the undertaking of such work, except where such loss or damage arises from the HP personnel's own negligence.

5.2. In the event HP personnel have to wait for a Vessel/Rig/Unit, waiting time will be charged daily between 8am and 8pm at 2/3 of the hourly rate in the contract.

5.2.1. (For work in Brasil only) Charges specified in 5.2 shall also apply when SISPAT systems are in operation and shall be charged from the date of Sispat activation until mobilization to vessel.

5.2.2. (For work in Brasil only) On Demobilization from the vessel, waiting time will be charged for each man at 2/3 of the hourly rate in the contract until client has deactivated and unlinked workforce from SISPAT.

5.4. A maximum of 12 hours waiting time per person per day will be charged.

6. CONDITIONS WHEN STAYING ONBOARD A SHIP

6.1. Accommodation is to be of reasonable standard and to the Buyers account.

6.2. Access to shower and washroom facilities with hot and cold water is to be available.

6.3. If possible, a separate mess (duty mess) with access to a refrigerator should be available.

6.4. Facilities should be given to the HP personnel for buying non-alcoholic beverages and other daily needs.

7. PERMIT, LICENCES AND CERTIFICATES

7.1. It is the sole responsibility of the Buyer, unless otherwise specified, to advise and where necessary to obtain permissions, permits, licences, or certificates from the appropriate authorities or classification societies in respect of work to be carried out by HP. This is to include all fees for classification societies along with all third party cost for inspection, testing and N.D.T. and Permits to Work.

7.2. The Buyer shall indemnify HP for any losses and/or costs incurred by HP (including, without limitation any fines or penalties) as a result of the Buyer's failure to obtain all necessary licences, permits or certificates required in order to enable HP to perform the Services.

8. HP TOOLS & SECURITY

8.1. Rental charges for tools supplied to the Buyer by HP in accordance with the Order will be charged from the day the tools leave HP's possession until they are safely received back in HP's possession in accordance with HP's price list.

8.2. The tools should be packed after use in the tool box(es) under the supervision of the Buyer's representative. Any shortages should be noted and the tool box(es) then locked.

8.3. The Buyer shall arrange transport of the tool box(es) to the location where the tools were initially loaded onto the vessel, or as otherwise notified to the Buyer

in writing by HP, at the earliest opportunity by sea, road or rail at the Buyer's expense. The Buyer shall arrange adequate insurance against loss or damage.

8.4. Within 30 days from termination of the Services the Buyer shall notify HP the location from where the tool box(es) have been sent and by which means. The Buyer shall also confirm the location to which such tools have been sent. If HP has not received such a message within 30 days, an invoice covering the purchase of such tooling will be issued to the Buyer. Should the tools later be received undamaged and complete without shortages, a corresponding credit note will be issued. Damaged or missing tools will be charged to the Buyer at HP's standard rates.

9. FORCE MAJEURE AND DELAYS

9.1. In case HP is hindered by an event of force majeure from carrying out the Services within the agreed time, HP shall be allowed the extra time that may be necessary from the time when the event of force majeure ends. HP shall not be liable for any loss, damage, or delay caused by an event of force majeure.

9.2. A force majeure event shall include, but not be limited to, acts of God, strikes, lock-outs, general disturbance, major traffic disturbance in international transport, bad weather conditions, and other circumstances beyond the control of the parties.

9.3. If HP is delayed in performing the Services by reasons that are caused solely or partly by the Buyer or any of its representatives, employees, HP shall not only be allowed the extra time that is necessary to perform the Services, but shall also be allowed compensation for the extra costs that may have been incurred by HP as a result of such delay to its performance of the Services.

10. WARRANTY AND REPAIR OF DEFECTIVE MATERIALS AND WORKMANSHIP

10.1. The Subject to condition 10.2 HP warrants and agrees to repair any materials, tools or equipment which are proved to the reasonable satisfaction of HP to be defective in materials or workmanship for the warranty period set out in the Order, or where not specified in the Order, for a period of 12 months following the performance of the Services by HP.

10.2. The provisions of condition 10.1 shall not apply where:

10.2.1. the materials, tools or equipment have been improperly altered in any way whatsoever or have been subject to misuse, neglect or unauthorised repair;

10.2.2. the materials, tools or equipment have not been maintained in accordance with proper instructions or requirements as may be specified by HP or its personnel from time to time; or

10.2.3. the Buyer has failed to inform HP of any suspected or known defect in any of the Materials, tools or equipment provided or repaired by HP as a part of the Services within 10 days of the Buyer becoming aware of such defect or where the Buyer has engaged the services of another company or individual to repair or inspect any such defect without first providing HP with the opportunity to do so itself.

10.2.4 Any remedial work carried out by HP pursuant to This condition shall remain under the warranty period specified in the Order for the unexpired portion of such period from the original date of HP making any necessary repairs or replacement under this warranty.

10.3. Except as otherwise provided in this Contract, and except where and to the extent that the prohibition on exclusion and restriction of liability contained within the Unfair Contract Terms Act 1977 (as amended) apply, the warranty set out in this condition 10 is given in substitution for and to the exclusion of all other express or implied terms, statutory or otherwise. HP's liability in respect of the quality of the Services performed that do not meet the requirements of the Order shall be limited to this condition 10.

11. LIABILITY

11.1. Except as otherwise provided in this Contract, and except where and to the extent that the prohibitions on exclusion and restriction of liability contained within the Unfair Contract Terms Act 1977 (as amended) apply, HP shall not be liable for any injury (other than death or personal injury caused by HP's negligence), loss or damage, including without limitation, indirect, special or consequential (which shall include, without limitation, loss of profit, detention, demurrage, tug expenses, pilotage, crew wages, salvage or loss of use (whether or not foreseeable) suffered by the Buyer or a third party and howsoever caused.

11.2. For the avoidance of doubt, where HP only commissions any equipment provided to the Buyer, and where HP does not carry out the installation of such equipment, HP shall incur no liability in respect of damage caused by failure in connection with any repair or installation of such equipment by the Buyer or any of its employees or contractors.

11.3. HP shall carry no responsibility for waste removal, disposal of, and or the consequences of the presence of dangerous, poisonous or otherwise polluting materials, e.g. scrap, asbestos or effluent etc.

11.4. Without prejudice to this condition, HP's total liability arising under or in connection with this Contract shall not exceed the amount specified in the Order or where no amount is specified, HP's total liability shall not exceed 100 % of the fees payable by the Buyer under this Contract.

11.5. The Buyer shall indemnify HP against all liabilities, costs, losses and damages whatsoever suffered or incurred by HP and/or arising out of claims by third parties in respect of or in connection with any acts or defaults of the Buyer, its employees, or representatives, or in respect of or arising out of the Buyer's breach of any one or more of the provisions of this Contract, including, without limitation, condition 7 & 8.

11.6. The Buyer shall maintain all appropriate insurances in connection with the Services, including without limitation Builder's Risk Insurance, and the Buyer agrees that the Services carried out by HP under this Contract shall be covered by any such insurances, and HP shall receive the benefit of such insurances.

12. TERMINATION

12.1 This Contract shall commence on the date specified in the Order and shall automatically terminate on the completion of the Services by HP.

12.2 HP shall be entitled to terminate this Contract by giving notice to the Buyer at any time prior to the performance with no liability to the Buyer. HP shall be entitled to terminate this Contract without liability to the Buyer by giving notice to the Buyer at any time if the Buyer makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or becomes subject to an administration order or goes into liquidation; or a petition is presented for its winding up; or an encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the Buyer; or the Buyer ceases, or threatens to cease, to carry on business; or HP reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

12.3 Either party may terminate this Contract with immediate effect by giving to the other written notice if the other commits any material breach of this Contract and fails to remedy the same within [14] days of service of notice by the non -defaulting party specifying the breach and requiring it to be remedied.

12.4 Where this Contract is terminated by HP for any reason other than for expiry of the Contract, the Buyer shall pay to HP all reasonable costs and expenses incurred by HP in connection with the Services which HP is not able to recover as a result of such termination. For the avoidance of doubt, such compensation shall not include loss of profits.

13 MISCELLANEOUS

13.1 At the conclusion of the Services, HP personnel may be used by the Buyer for other assignments. The nature of these assignments is to be stated on the time sheet, and the work is to be performed under the supervision of the Buyer's representative. If the Buyer wishes to retain one or more of the HP personnel for longer than the period agreed in the Order, the Buyer shall inform HP of this fact, and the Order shall be amended in accordance with condition 1.1. HP shall be entitled to invoice the Buyer for any additional services to be performed by HP personnel at the Buyer's request. Any such additional charges shall be subject to HP's standard price list as notified to the Buyer and shall be payable in accordance with condition 4.

13.2 Payment for beverages, telephone calls etc. Bought on board a ship must be settled with the HP personnel before they leave the ship.

13.3 The HP personnel can only undertake working hours exceeding 12 hours per day after agreement with Buyer's representative and with the written approval. Reasons for overtime hours exceeding 12 hours per day and the written approval should be given on the time sheet.

13.4 HP's in-house safety policy is available on request. HP agrees to ensure that the HP personnel work under the rules and regulations which may be applicable to the provision of the Services as notified by the Buyer from time to time.

13.5 The service rendered/parts delivered shall remain the property of HP until paid for in full to the extent that the applicable law permits such retention of property.

13.6 HP, in line with our policy are committed to having a minimal impact on the environment and will follow our own procedures as well as maintaining the clients policies and procedures whilst carrying out work and operations on the clients vessel or premises in order to achieve this.

14 GENERAL PROVISIONS

14.1 This Contract shall be governed by and subject to an interpreted in accordance with English law within the exclusive jurisdiction of the English courts to which jurisdiction the parties submits by entering into this Contract.

14.2 Nothing in these terms and conditions confers any rights on any person under the Contracts (Rights of Third Parties) Act 1999, except that any of the HP group companies may enforce these terms against the Buyer.

14.3 Each of these conditions are distinct and severable from the others and if any condition or part of a condition is or becomes invalid, unlawful or unenforceable (whether wholly or to any extent), the validity, lawfulness and enforceability of the remaining conditions or parts shall remain in full force and shall not in any way be affected or impaired.

14.4 No assignment or transfer of all or any part of this Contract may be made without the prior written consent of the other party except that HP reserves the right to transfer the benefit of this Contract to its ultimate holding company or to any subsidiary or sub-subsidiary within the meaning of Section 736 of the Companies Act 1985 (as amended).

14.5 The provisions of conditions 4, 7, 8, 10, 11, 12 & 14 shall survive the termination or expiry or expiry of this contract.