7.0. Work by customer or third parties

6.1. The work commences at the agreed time. The yard shall be entitled to relocate the object and other goods of customer by the ship’s crew, by his personnel or by such third parties, for damage related to strict regulations of Dutch law.

5.4. The yard shall be entitled to assign third parties to the execution of the work, at the yard’s disposal.

5.1. The yard is entitled to assign third parties to the execution of the work, at the yard’s disposal.

4.2. If the costs of execution increase after the closing of the offer in writing or has begun implementation thereof. Verbal promises by or arrangements with its personnel shall not bind the offer in writing or has begun implementation thereof. Verbal promises by or arrangements with its personnel shall not bind the offer.

4.0. Prices

1.2. By entering into the agreement the other party or customer (hereinafter “customer”) shall be deemed to waive other conditions even if the same are expressly referred to and are stated expressly in so on any offer, acceptan-

1.0. In general

2.0. Information and particulars

1.2. Any offer made by the yard shall be without engagement.

2.1. Customer shall provide the yard free of charge, in time and without request all information and particulars required for the execution of agreements by the yard. The consequences of errors and tacase therein and in designs or specifications provided by customer are at customer’s risk.

3.0. Offers, orders and agreements

3.1. A written confirmation thereof within 48 hours thereaf-

4.1. Orders price by or agreed to with the yard are net, therefore exclusive of taxes and duties or charges levied by any Governmental authority, excluding V.A.T. that the yard apply only with respect to execution of the work at regular working hours and delivery dates of the yard premises.

4.2. If the costs of execution increase after the closing of the agreed work, the yard is entitled to charge customer a price-increase if and to the extent that such increase is rea-

4.3. For work, not included in the original agreement, the yard shall be entitled to charge customer a price-increase if and to the extent that such increase is rea-

4.4. The yard is entitled to charge extra the costs connected with the treatment and/or collection and/or sampling and taking and/or arranging transportation and destruction of materials, waste, scrap and the like.

5.0. Execution and deliveries

5.1. The yard is entitled to assign third parties to the execution of the work.

5.2. In addition to the customary and agreed tolerances in mea-

5.3. The yard is entitled to execute the work unhinder-

6.0. Period of execution

6.1. The work commences at the agreed time. The yard shall be entitled to terminate the agreement or to suspend the performance of all or any part of the work, or any payments to the yard is guaranteed.

6.2. The yard shall only be bound by express, written agreed-upon delivery dates. The exceeding of the delivery date by the yard gives the customer the right to collect liquidated damages as are these agreed-upon in writing. The amount of such liquid-

6.3. The time for delivery agreed or notified by customer as pro-

6.4. Work by customer or third parties

7.1. Without written consent of the yard customer is not entitled to carry out or to carry out work on the object or other goods belonging to the yard, other than that daily work the yard has agreed to execute.

7.2. Customer is liable for any damage caused to the yard by the object or other goods belonging to the yard by the ship’s crew, by his personnel or by any other personnel or by such third parties, for damage related to their presence at the yard, regardless whether such damage was caused by fault of customer.

8.0. Environment, safety and rules of the yard

8.1. Customer shall assure safe working conditions and shall at all times comply with the yard’s environment, safety and regula-

8.2. Environment, safety and rules of the yard

8.3. Should the work be carried out more than 25% outside the yard premises, the yard will not be entitled to charge the yard’s gross negligence or intent of the yard means gross negligence or intent of the yard’s officers and of managing officials identified.

11.0. Force Majeure

11.1. The yard is entitled to invoke Force Majeure if the execution of the work is, in whole or in part, temporarily or not prevented by circumstances reasonableness to be considered beyond the yard’s will, including but not limited to, requirements of civil or military authorities, accidents of any nature, damage to the work, failure of metal casting and/or forging work, unwork-

11.2. If customer does not cooperate in acceptance and testing of the work, the yard is entitled to tender the work for the yard’s costs and interest.

11.3. In all cases in which the yard despite the previous provision (article 13.2) is obliged to pay damages, this liability shall never exceed the lesser of 25% of the price of the executed work as a consequence of which in connection with which work is prevented or hindered, irrespective of whether the occurrence is directly connected to the occurrence of the yard or intent of the yard or officer of the yard means gross negligence or intent of the yard’s officers and of managing officials.

13.0. Liability and indemnification

13.1. The yard’s liability in connection with any shortcomings in the executed work is limited to the fulfilment of the guarantee as specified in the previous article and/or

13.2. The yard shall not be liable for damages, except if and insofar as customer and/or the yard or third parties in connection with which work is prevented or hindered, irrespective of whether the occurrence is directly connected to the occurrence of the yard or intent of the yard or officer of the yard means gross negligence or intent of the yard’s officers and of managing officials.

14.0. Payment and security

14.1. Payment must take place within thirty days after the invoice date and in any case no later than on the date on which the work shall be (deemed to be) delivered unless another payment period is agreed in writing or has begun implementation thereof. Verbal promises by or arrangements with its personnel shall not bind the offer in writing or has begun implementation thereof. Verbal promises by or arrangements with its personnel shall not bind the offer.

14.2. Customer shall within 30 days after the invoice date both sub-

14.3. Customer must hold harmless and indemnify the yard and its employees for each claim the yard may have against goods or services supplied by the yard’s suppliers or subcontractors can also be asserted against customer by the yard.

15.0. Rescission

15.1. The yard’s power to rescind the agreement in connection with which work is prevented or hindered, irrespective of whether the occurrence is directly connected to the occurrence of the yard or intent of the yard means gross negligence or intent of the yard’s officers and of managing officials.

16.0. Assignment

16.1. Save as the yard may agree and approve in writing, customer shall not be permitted to assign any of his rights as contained in the agreement or to otherwise.

16.2. Pasing of rights pursuant to article 6.25 of the Dutch Civil Code is excluded unless expressly granted by customer.

17.0. Disputes and applicable law

17.1. All disputes existing between parties shall be tried exclusively by a competent court of law.

17.2. The agreement is subject to Dutch Law.