

CONTRACT FOR DRYDOCKING AND REPAIR

(Contract No.)

BETWEEN

PSC Tema Shipyard LTD

AND

OWNER/MANAGERS

CONTRACT FOR DRYDOCKING AND REPAIR

This AGREEMENT is made this BETWEEN PSC TEMA SHIPYARD LTD. of Post Office Box 454, Tema in the Greater Accra Region of the Republic of Ghana (hereinafter referred to as “the Contractor”) of the one part and of (full address)(hereinafter referred to as “the Customer”) of the other part.

WHERE AS:

The Customer has requested the Contractor to dry-dock and carry out repair works on its vessel “(.....)” at the Shipyard, and the Contractor has agreed to do the said works on behalf of the Customer.

IT IS AGREED AS FOLLOWS:

1. VESSEL’S DESCRIPTION

Flag:

Port of Registry:

Year Built:

IMO Number:

Classification Society:

DWT Mts (summer):

GT:

NT:

LOA/LBP:

BEAM:

Depth moulded:

Draft:

Master:

Owner:

2. CONTRACT PERIOD

The works shall be carried out for an estimated ... Days commencing from2016

3. PRICE

The initial estimated price agreed between the parties herein for the said work shall be () for the work initially agreed upon between the parties.

4. PERFORMANCE AND APPROVAL

(a) Performance of works

(i) The Contractors shall perform the work in accordance with the provisions of this Contract, the requirements of the Parties' regulatory bodies, and to the reasonable satisfaction of the Customer.

(ii) The work shall be performed in accordance with standard ship repair practice and, unless otherwise agreed within normal working hours. Any overtime carried out by the Contractors to complete the work within the Contract Period shall be for their account, but any overtime carried out at the Customer's written request shall be subject to extra cost to be agreed with the Contractor.

(iii) The Contractor shall make all reasonable endeavours to perform Additional Works as required by the Customer and recorded in the Work Variation Form. The Contractor shall, whenever possible, perform additional works within the Contract Period. However, where the parties agree that additional works will extend, or Reductions shorten the Contract Period, the increase or decrease in duration shall be reconciled on a Work Variation Form and the Redelivery Termination Date will automatically be extended or shortened by the same period.

(iv) In the event of Additional Works, the customer has three (3) days after docking to declare additional jobs if not a penalty of US\$30,000.00 will be paid; the Contract Price shall be adjusted by agreement between the parties and recorded on a Work Variation Form. Where the Parties agree to reductions, the Customer shall be credited with the equivalent of the cost saved as a result of such reductions.

(v) Should any of the specified materials or equipment not be available at the time required for use in the Vessel, the Contractors shall have the right to use other suitable materials or equipment of equivalent standard in replacement thereof, subject to the agreement of the Classification Society and the Customer, the latter's consent not to be unreasonably withheld.

(b) Contractor's right to sub-contract

Subject to the Customer's right to object on reasonable grounds, the Contractor shall have the right to employ sub-contractors to perform any works provided that the Contractor remains responsible for all of their sub-contractors actions.

In the event of such a sub-contract, the Contractor shall remain liable for the due performance of their obligations under the Contract.

(c) Approvals and Certificates

(i) The Contractor shall be responsible for obtaining and maintaining all necessary approvals and certificates of whatsoever nature relating to the Works as required by the Contractor's regulatory bodies. The Customer shall provide any reasonable assistance that may be required in this respect.

(ii) The Customer shall be responsible for obtaining and maintaining any approvals or certificates relating to the Vessel and the Works as required by the Customer's regulatory bodies. The Contractor shall provide any reasonable assistance that may be required in this respect.

5. SUPERVISION AND CUSTOMER'S WORK

(a) Customer's Representatives

(i) The supervision of the Works shall be carried out by the Customer's representatives or such other person(s) as the Customer may from time to time appoint and notify to the Contractor in writing. The Customer shall have at least one representative present at the Shipyard throughout the Works. The Customer's representative shall be authorised to act on behalf of the Customer in respect of all matters relating to the Contract, including but not limited to the approval of plans, drawings, calculations, documents and agreeing and signing Work Variation Forms and invoices.

(ii) The Customer's representative(s) shall at all times provide reasonable assistance to facilitate timely and efficient completion of the works.

(iii) The Customer's Representative shall be unless otherwise stated.

(iv) The Contractor shall provide the Customer's representative(s) with reasonable office accommodation and facilities (including communication facilities) as the Customer may reasonably require, provided the Customer shall bear the cost of all expenses.

(v) The Contractor shall grant the Customer's Representative(s) reasonable access to the Contractor's workshop whenever Work on the Vessel or parts of the Vessel is being carried out and shall ensure such reasonable access to any other premises or site where Work is being carried out in connection with the Vessel.

(b) Customer's Work

The Customer or the Master and crew are not allowed to undertake any work on the Vessel. Subject to prior written agreement with the Contractor whose consent shall not be unreasonably withheld, a sub-contractor employed or engaged by the Customer for specialized jobs shall be entitled to carry out the Customer's own work on the Vessel provided the Customer remain responsible for all of their actions and such work does not interfere with or delay the Contractor's work.

6. LIEN

The Shipyard shall have legal and maritime lien over the Customer's vessel for non-payment of either the full price or part thereof for the said assignment performed by the Contractor for the Customer on the Customer's said vessel.

7. STANDARD CONDITIONS

The Parties hereby agree that this Contract shall be governed by the Contractor's Standard Conditions for Docking and Repair of ships hereby attached as Appendix 1.

8. DOCUMENTS

The documents that form part of this Agreement, whether attached as appendices hereto or not, shall include:

- a) The Standard Terms and Conditions for Docking and Repair of Ships

- b) Repair Specification (Work Scope Requirement Form) for each job carried out hereunder
- c) The Contractor's Estimate of charges duly accepted by the Customer
- d) Any correspondence between the parties herein acknowledged as forming part of the Agreement herein
- e) Last Port of Call Clearance Certificate
- f) Crew List
- g) Dangerous Cargo List
- h) Last Dry Docking Date
- i) Drawings
- j) Pictures of Vessel's Present Condition
- k) Vessel's Q88/Particulars

9. APPLICABLE LAW

This agreement shall be governed by Ghanaian Law.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and official seals the day and year aforementioned.

SIGNED SEALED and DELIVERED by the
(Contractor)
 NAME: }
 }
 }
 }

In the presence of:
(Contractor's Witness)
 NAME:
 ADDRESS:
 SIGNATURE

SIGNED, SEALED and DELIVERED by the
(Customer)
 NAME: }
 }
 }
 }

In the presence of:
(Customer's Witness)
 NAME:
 ADDRESS:
 SIGNATURE: