



NO. 1 DRY DOCK

STANDARD TERMS AND CONDITIONS FOR DOCKING AND REPAIR OF SHIPS

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1. GENERAL

(i) These conditions supersede all previous written or verbal representations between the parties and upon being communicated to the Customer shall thereupon be incorporated in the Contract.

(ii) The placing of an order with the Contractor whether by oral, telephone, writing, fax, email, telex or cable communication constitutes acceptance of these Standard Terms and Conditions which shall govern all work or services rendered by the Contractor. (For the avoidance of doubt, acceptance shall be in writing and not oral).

(iii) The Contractor shall sell and the Customer shall buy the goods and services in accordance with the written quotation (such quotation shall form part of the Contract between the Parties) by the Contractor subject to these Standard Terms and Conditions.

2. DEFINITIONS

The following terms shall have the following meaning:

(i) "Abandonment" shall mean when Customer leaves the unattended Vessel at the Contractor's Shipyard for a period exceeding two (2) weeks.

(ii) "The Contract" means the agreement between the Contractor and the Customer for work to be carried out by the Contractor on the vessel or structure owned or under the control of the Customer. In the event that the Contract is executed on behalf of the Customer by any person or corporation

purporting to act as agent for the Customer that person or corporation shall be jointly and severally responsible with the Customer to the Contractor for the performance of the obligations of the Customer under the Contract.

(iii) "The Contractor" means PSC Tema Shipyard Limited.

(iv) "The Customer or Owner" means the owner of the vessel or structure or subject of the work to be carried out in accordance with the Contract incorporating these Standard Terms and Conditions or the person or corporation ordering work to be carried out in accordance with the Contract.

(v) "Delivery" shall mean when the Customer brings in the Vessel to the Shipyard of the Contractor.

(vi) "Re-delivery" shall have the meaning referred to in Clause 4(i).

(vii) "The Sub-Contractor" means all persons instructed by the Contractor to carry out work, render services, afford accommodation, supply goods on behalf of the Contractor.

(viii) "The Shipyard" means the premises and entire area including the docks of the Contractor including the Dry Dock (Yard), the Open Seas Dock (anchorage or OPL), FOQ and the Slipway Dry Dock.

(ix) "Vessel" means a ship whether sea going or not and other structures upon which work is carried out for the Customer.

(x) "Work" means any activity carried out on a Vessel and

includes but not limited to removals and replacement of ships' part, repairs, materials and goods supplied or the provision of accommodation, steel fabrication and erection.

3. REPAIR INQUIRY

(i) The Customer shall inform the Contractor of his Vessel(s) scheduled for Work and the nature of Work required to be carried out (number of days) before the scheduled date.

(ii) The terms and conditions of the repair work shall be agreed in writing between the Contractor and the Customer for each vessel.

4. DELIVERY AND RE-DELIVERY

(i) The Vessel (unless otherwise expressly stated) is to be delivered by the Customer to the Contractor's yard.

Upon completion of the works, the Vessel is said to have been Re-delivered to the Customer, when the Contractor notifies the customer in writing of the completion of the works/services, whereby the Customer is obliged to fully pay and remove the Vessel from the Shipyard. Re-delivery for the purposes of these Standard Terms and Conditions shall include withdrawal of the Contractor's workmen. Failure of the Customer to take Re-delivery of the Vessel within the set period shall amount to a material breach under this Contract.

(ii) Any date named by the Contractor for completion of the works and the delivery of the Vessel is an estimate only and is not to be the essence of the

Contract as the scope of works can change. The Customer is nevertheless bound to take delivery of the Vessel when duly notified of the completion of the works in writing by the Contractor or notification to Customer's Representative(s). The Contractor shall not be liable in any way in respect of any late dispatch or late delivery howsoever caused.

(iii) The Vessel is to be delivered to the Contractor's Shipyard for commencement of repairs after tank cleaning, de-slopping, de-sludging and removal/disposal of all waste, and in gas free condition, with areas cleaned and ready for hot work. If the Customer fails to deliver the Vessel in the condition described herein, then the Contractor at an extra cost to be agreed between the Parties, shall receive the Vessel and provide yard personnel to prepare and gas free the Vessel as per above (as part of the schedule of works).

(iv) Work shall be considered to be definitely completed after approval by Customer or customer's representative of the works and the final bills discussion has been held and the final bill settled. Any responsibility of the Contractor shall cease upon the notification to the Customer of the Completion of Works and the customer is obliged to take Delivery. This terminates the obligation of the Contractor and discharges the Contractor from all liabilities for defects, both latent and apparent.

(v) All work carried out by the Contractor whether on board the Vessel or in the workshop shall be

executed according to the (written) orders and instructions of the Customer.

(vi) The Customer shall vacate the Shipyard immediately after the undocking of the Vessel and upon full payment of all outstanding bills. Therefore the Customer shall make all payment in accordance with the payment clause 9 of this document.

(vii) Re-delivery is upon 100% payment. In default of clause (vi) supra, the Contractor reserves the right to undock the vessel and tow it to anchorage with armed guards on board until full payment is received. The Customer shall bear all costs incurred to retrieve full payment, towing to anchorage and security guard charges.

(viii) Subject to availability of space and at Contractor's own discretion, vessels may be berthed at the fitting out quay (subject to the Customer paying the appropriate tariffs).

5. WORK

(i) The Contract covers and includes, as well as the Work specified therein, all specified removals in connection therewith. Removals must, except where otherwise stated, be replaced but removals and renewals (other than renewals of previously sound parts which are accepted by the Contractor to have been broken or damaged by workmen of the Contractor or any Sub-Contractor) shall be deemed to be extras to the work detailed in the Contract.

(ii) The Contractor shall perform the Work in accordance with the specifications and the usual

practice prevailing at the Shipyard, but shall also comply with the classification demands regarding materials and execution of work in so far as such requests fall within the scope of the Work specified in the specifications and within the agreed schedule. The Work shall be open to inspection by the Customer or his representatives at all times, including the Customer's classification surveyor attending the Vessel's repairs and inspection. The Work shall be carried out to the satisfaction of the attending classification surveyor, and attending Customer's representatives.

(iii) The customer has 3 days after docking to declare additional jobs; if not a penalty of US\$30,000.00 will be incurred as a result of disruption to the agreed schedule and material requisition for prior approval by the Customer before the work commences. The Contractor has the right to reject or accept additional work scope if the completion date is beyond the agreed schedule. The Customer shall decide on the additional works within three days after discovery or within three days after notification by both parties. In the event, the agreed schedule for completion of work will be extended accordingly.

(iv) The period agreed upon for completion of work shall under no circumstances be effective until the Customer has discharged all such obligations herein as the Customer is bound to discharge prior to commencement of the Work by the Contractor. Should the Customer fail to discharge the Customer's obligations during the

execution of the Work, the Contractor is entitled to suspend the Work and take necessary measures to prevent the suspension of the Work from disrupting business activity of the Contractor until such obligations are discharged by the Customer.

(v) The Contractor reserves the right to dock/slip two or more vessels at a time in the same Dock/Slipway. In that event, if any vessel is ready for undocking whilst another in the same dock is not ready, the Contractor reserves the right to decide whether to undock the vessel which is ready for undocking or ask that vessel to wait until work on the other vessel(s) is completed. In this case, the Customer accepts no responsibility for the resulting delay.

(vi)The Contractor has the right to dock and undock any vessel if necessary. The Customer cannot prevent the Contractor from its decision especially when the situation can jeopardize the business activity of the Contractor.

(vii)Material supplied by the Contractor is quoted on a prior sales basis subject to availability at the time of the Customer's firm order.

(viii) The Vessel's special tools, documentation, handbooks, drawings and equipment are to be in good serviceable condition and made available to the Contractor. In the event these items are not available, the Contractor has to do as per the work scope. In the absence of this, the Customer shall engage expert/specialist to

supervise or to carry out the work scope (at the expense of the Customer).

6. PLANNING

(i) The Contractor shall furnish detailed Gantt chart to the Customer, showing the commencement and completion schedule for the major repair jobs at the earliest opportunity. The Gantt chart is to be updated from time to time during the course of repairs but in agreement with the Customer.

(ii)Immediately after the Vessel is seated in the Drydock, a Take-In-Hand meeting shall be held between Contractor's Project and Production representatives and the Customer's representatives to confirm the scope of Works.

(iii)All additions to the repair specification are subjected to estimate of time or schedule agreed and cost implication by the Contractor and approval of same by the Customer prior to execution by the Contractor.

(iv) The Contractor provide no guarantee that, their fitting out quay (FOQ) will be available for super structural or other repairs to be carried out after the Vessel has been undocked.

(v) The Customer is to ensure that, no work on the propulsion or auxiliary machinery is undertaken by their own crew in such a manner as to disable the Vessel from being undocked when the repairs in the Dry-dock are completed. It is the Customer's responsibility to ensure that, berthing facilities in the Main or Fishing Harbor are arranged to enable prompt removal of the

Vessel from the Dry-dock on completion.

(vi) In all cases involving non-compliance by the Customer including actions which in effect will adversely affect the operation of the Contractor's business, the Contractor shall levy penalty rent at a double rate of the prescribed dock or fitting out quay rent.

7. PRICE

(i) The price of goods and services performed by the Contractor under the Contract shall be the Contractor's quoted price or where no price has been quoted, the price listed in the Contractor's published tariff list current at the date of acceptance of the order.

(ii) In cases where a firm price has been agreed upon for the Work, all additional work shall be charged in accordance with the Contractor's tariff in force.

(iii) Except where a firm price has been agreed upon of the Work, quotations shall be according to the Contractor's tariff and shall be deemed to be estimates only. The final invoices shall be based on the materials, effort and time spent on the Work. Items of Work not covered by the Contractor's published tariff shall be charged according to the Contractor's practice.

(iv) Should the specified Work be reduced as a result of any alteration subsequently agreed upon, the Customer will be credited to the extent of equivalent cost, provided that, the reductions agreed upon have not been commenced at the time of such agreement.

(v) The Contractor reserves the right to amend, alter or modify its tariffs at any time subject only to the proviso that, all Work executed up to that date shall be chargeable at the rates shown in the earlier tariff.

8. PAYMENT

(i) Payment shall be made in full without any deduction or set off whatsoever. A Ten percent (10%) non-refundable deposit of the estimated cost shall become payable on acceptance of the estimate and forty percent (40%) of the estimated cost shall be paid prior to docking and commencement of the said Work. The Balance of fifty percent (50%) shall be paid on or before the fifth day after entering the dock.

Customer must also pay a (refundable) security deposit which shall be against any losses that the Contractor shall incur in event that the customer fails to take delivery of the vessel after completion of works).

(ii) In cases where, after commencement of Work on the basis of approved estimate, additional works are entrusted to the Contractor, the Contractor is entitled to stipulate additional deposit payment prior to acceptance of such additional works for execution.

(iii) Invoices of all completed Work certified by the Customer or his representative shall be deducted from payment made. When 70% of payment is exhausted with 30% of payment remaining and cost of additional work to be completed exceeds the 30% payment, the Customer shall be requested to pay

for the remaining work in excess of the 30% paid.

A draft invoice shall be presented to the Customer. If a customer fails to react to a draft invoice within 3 days, such draft invoice shall be considered final and binding on the customer. Payment on draft invoice must be made within 5 days after receipt of the invoice.

(iv) Where there are any outstanding payments to be made by the Customer, the Contractor shall stop work on the Vessel until such time that payment will be made and any delay howsoever caused shall be at the expense of the Customer. (Any delay in payment for a period of more than 3 days shall constitute an event of default and the Contractor shall take the necessary steps to recover all losses incurred as a result.

(v) Vessels will be undocked at owners expense upon completion of work declared and payment of final bill.

(vi) Ten percent (10%) non-refundable deposit is forfeited if vessel fails to turn up on booking date.

(vii) Change of dry docking date without a minimum 21 days written notice from Customer will incur a penalty.

9. OTHER CHARGES

The Contractor shall be reimbursed by the Customer for all disbursements incurred in connection with the Contract which are not ordered and paid for by the Customer including (but not limited to) towage, pilotage, lighterage,

anchorage charges, labour dues and charges and other port disbursements, carnage, carriage and transport by road, rail, air and water plus the Contractor's usual handling charge for such disbursements.

10. CONTRACT PRICE ADJUSTMENT

Unless otherwise specified, the Contract price is based on the cost of labour, material and services ruling at the date thereof, and if by reason of any increase or decrease therein before redelivery of the Vessel the actual cost to the Customer shall be increased or decreased, the contract price shall be adjusted accordingly to a sum agreeable to both parties in writing.

11. FRUSTRATION

If by reason of any supervening event totally beyond the control of either party, this Contract is discharged by frustration or impossibility of performance the Customer shall pay to the Contractor the amount by which the actual cost (including establishment charges) of Work done and materials bought before the time of discharge exceeds the aggregate of :

(a) all sums paid by the Customer to the Contractor hereunder before the time of discharge and

(b) the value to the Contractor (by sale or use for other purposes) of material or equipment obtained for but not incorporated in the Work to be carried out on the Vessel under this Contract prior to the date of discharge and all sums payable but not paid to the Contractor before the time of discharge shall cease

to be so payable provided that if the actual cost (including establishment charges) of Work done and materials bought is less than the aggregate of (a) and (b) above the Contractor shall repay the difference to the Customer.

12. REPAIR DAMAGE

If any Work carried out under the Contract is destroyed or damaged by a cause for which the Contractor is not liable under the Contract, the Customer shall pay to the Contractor in addition to the Contract price, the actual cost (including establishment charges) of making good such destruction or damage.

13. CONTRACTOR'S RESPONSIBILITY

(i) The Contractor will not accept any responsibility for the performance of the repaired parts and/or equipment, unless the Customer proves negligence on the part of the Contractor in the execution of the particular work.

(ii) The Contractor shall make good at its own workshops and expense any defective work or material supplied by the Contractor about which the Contractor shall be informed in writing before the Contractor's workmen are withdrawn from the Vessel, or at the Customer's option, the Contractor will pay a sum equal to the cost of such repair at the Contractor's workshops.

(iii) Steel renewal where the specification required is not available in the local market shall be carried out using the nearest equivalent or higher-grade material and the Customer shall be charged accordingly.

(iv) The above-mentioned commitment shall not extend to parts not made by the Contractor or its sub-contractors, nor to those parts which although made by the Contractor or its sub-contractors have been manufactured according to designs and/or drawings by third parties, in which case the Contractor's responsibility shall limit itself to a good execution of these drawings and/or designs.

(v) Even though the contracted works may be found defective, either due to hidden defects or deficiencies in design and/or construction, the Contractor shall not be compelled to discover such defects or deficiencies.

(vi) Any risks not covered by and those expressly excluded from the above-mentioned Policy and Clauses shall be to the Customer's account.

(vii) The Contractor shall not, in any case, be held responsible for the damages resulting from any loss of, use of the Vessel or loss of profit or damages consequential on such loss of use of the Vessel or loss of profit.

(viii) The Customer shall not, in any case, be held responsible for any indirect damages or for damages caused by loss of time, except only as prescribed above.

(ix) Should the Customer be invited to accept any penalty for any repair works and delay, the sum thereof shall in no case and for no reason at all exceed five percent (5%) of the amount charged for the repair works and five percent (5%) of the contract value in case of any delay. The penalty shall substitute and indemnify the Contractor for all damages of any

character due to such delays and defects.

(x) Any reservation for dry-dock space is further subject to completion of repairs on another vessel already in the Dock. Any agreement by the Contractor to dock or slip a vessel shall be subject to the proviso, that, the Dock/Slipway has in the meantime become occupied by other absolutely necessary additional repairs, re-docking/docking/slipping. The Contractor is entitled to give priority of docking/slipping to disabled vessels in distress and in these cases covered by Port regulations.

14. CUSTOMER'S LIABILITY AND RESPONSIBILITY

(i) The Customer shall keep the Vessel (hull and machinery), her crew and equipment on board or other goods owned or held by the Customer adequately insured against any and all risks or liabilities. The Contractor shall, if required by the Customer, co-operate to secure safety preservation of the Vessel and any expenses incurred shall be borne by the Customer.

(ii) The Customer shall solely be responsible for the death, injury and disease of the Customer's employees or the Vessel's crew, occurring in the course of the repair work unless directly and solely caused by gross negligence by the Contractor and/or its employee(s) or sub-contractor(s) acting within the course and scope of employment and authority. The Customer shall not hold the Contractor liable and/or indemnify the Contractor against any claim by the Customer's employees or the

Vessel's crew, except in case of gross negligence as stated above. Likewise, the Customer shall be liable in respect of death or injury to any passengers remaining on board the vessel while she is at the Shipyard and the Customer shall not hold the Contractor liable or indemnify the Contractor against any claim by such passengers or their representatives in respect of death or injury.

(iii) The Vessel shall at all times remain in the care and under the authority, supervision and ultimate responsibility of the Customer throughout the entire period of repairs, irrespective of whether the Vessel is in the Dry-dock or at any other place in the Shipyard, be it by decision of the Customer or because of a Possessory Maritime lien which is defined by the Ghana Shipping Act (Act 645) does not include dock repairs on the Vessel as a result of default of payment or for any other reasons whatsoever.

(iv) The Customer shall not employ any workers other than the crew or workers belonging to or appointed by the Contractor. It is permitted to utilize Customer's arranged bona fide specialist contractors to undertake maintenance and repair works provided they do not hinder/impede the Contractor's working schedule. The nature and kind of work is to be mutually discussed and agreed (in writing) to avoid any misunderstanding between the Contractor and the Customer. Rate of surcharge will be based on estimated cost established by the Contractor where doubt exists. The surcharge of twenty five percent (25%) must be paid first before the specialist or

sub-contractors can be allowed to perform the work. Customers appointed contractors must carry sufficient insurance policies to cover any eventualities.

(v) Under no circumstances shall Customer's appointed contractors/specialists or ship's crew undertake hot works. Any violation of this clause shall be penalized by full payment to the Contractor of the value of the works.

(vi) The Customer shall not directly engage any individual employee of the Contractor.

(vii) The Customer shall have and maintain the vessel, crew and cargo duly insured against all risks including, without prejudice to the generality of the foregoing, fire and damage of whatever nature, during the entire period including any period in the Customer's dock, Slipway berth or other premises occupied by the vessel even without repair being affected. If this is not the case, the Customer shall assume all risks covered by a standard policy.

(viii) The Customer shall not berth the Vessel at the Contractor's Fitting Out Quay without specific prior permission in writing from the Contractor stating all the relevant charges involved.

15. TOWAGE, PILOTAGE AND LIGHTERAGE

All towing, pilotage and lighterage services should be requested by Ship owner's agent/representative and shall be at the Customer's risk and expense. Arrival and stability of the vessel throughout the docking period including refloating remain the duty of the Customer's

crew in cooperation with the Contractor.

16. TRIALS

(i) Any trials or movements of the Vessel shall be at the Customer's sole risk and expense in every respect. Neither the Contractor or Sub-contractor shall be under any liability whatsoever to the Customer for any act or default in or arising out of such trials or movements and the Customer shall keep the Contractor and any Sub-contractor fully and effectually indemnified in respect of any claims whatsoever brought by third parties against the Contractor howsoever arising out of such trials or movements. Such trials and movements shall be in the presence of the Contractor's Representative.

(ii) The Contractor is entitled to carry out all such trials as may be necessary to ascertain the satisfactory execution of the Work entrusted to them, subject only to the proviso that reasonable notice of such trial/tests is given to the Customer.

(iii) Unless otherwise agreed, the Contractor is entitled to require of the Customer that, the crew on board the Vessel shall operate the machinery etc. of the Vessel during trials/tests and to stipulate the use of Customer's fuel/oil and the like for the trials/tests free of cost to the Contractor.

(iv) The Customer shall be entitled, in due time before, during and after the said trials/tests, to make all the examination, measurements or observation which they deem necessary for the proper execution of the Work and of the

trials/tests and the Customer shall make available to the Contractor full information regarding any previous trials.

17. CONFIDENTIALITY ETC.

(i) Drawings, foundry patterns, jigs, tools, data on weight and volumes, information on prices etc. prepared or procured by the Contractor for the purpose of the work entrusted to them shall be the property of the Contractor. The Customer warrants to keep the information confidential, and not to use this material to the prejudice of the Contractor's interests. This shall also apply to drawings etc. supplied to the Customer.

(ii) The Contractor warrants not to make Customer's drawing, jigs, patterns etc. available to any party without the Customer's consent or to use them to the prejudice of the Customer's interests.

18. SAFETY

(i) Safety regulations enforced in the Shipyard shall also apply on board the vessel while laying for repairs at the Shipyard and to the Customer's personnel staying aboard the Vessel or moving within the Shipyard. The Customer shall be responsible for the full observance of safety regulations and the instructions relating to safety issued by the Contractor.

(ii) The Customer or the representative shall attend a safety and coordinating meeting to be arranged by the Contractor's Safety Officer immediately after the docking of the Vessel.

(iii) The Customer shall ensure that, the Vessel is at all times manned with sufficient number of crew to ensure full assumption of the responsibilities stipulated in clause 15 (iii), herein above and/or to shift the Vessel to any safer place as and when necessary. The list of crew, nationality and occupation on board shall be presented to the Contractor during Take-In-Hand meeting.

19. WASTE FUEL AND OLD MATERIAL

(i) Unless otherwise agreed, waste fuel and all materials replaced or removed in the course of repair work carried out by the Contractor, and indicated by the Customer as immediately unusable (with the exception of heavy machinery parts, propellers or propeller shafts) shall become and remain the property of the Contractor.

(ii) Any qualifying materials belonging to the Customer but lying in the Shipyard shall be removed (by the Customer) from the Shipyard within two weeks from the date on which the contracted work is completed. If the said materials are not removed from the Shipyard within the stipulated period, it will be considered as having been abandoned by the Customer and shall become the property of the Contractor.

(iii) Any scrap generated by the Customer lying in the Shipyard shall become property of the Contractor. Customers who want to claim their scrap should keep the scrap they generate on board.

ENVIRONMENTAL CLAUSE

(iv) The Customer shall **NOT** discharge oil, waste materials, excreta etc. into the Dry-dock/Slipway or into the Harbour when berthing or berthed. Any such act shall attract a penalty fee of not less than Thirty Thousand US Dollar (\$30,000.00) for cleaning the mess on each occasion.

20. OLD PARTS

All old materials indicated as such by the Customer (except heavy parts of machinery, propellers and tail shafts) shall unless otherwise agreed in writing upon re-delivery become the Contractor's property without compensation to the Customer.

21. FORCE MAJEURE

(i) The Contractor shall be under no liability to the Customer in any way whatsoever for destruction, damage, delay or any other matters of any nature whatsoever arising out of war, rebellion, civil commotion, strikes, lock-outs and industrial disputes, fire, explosion, earthquake, acts of God, flood, drought or bad weather, the unavailability or late delivery of supplies or requisitioning, or other act or order by any government department, council or other duly constituted body. The Contractor shall further be under no liability to the Customer in any way whatsoever for unforeseeable lack of availability of slipways or for any other circumstances or happenings (whether of the foregoing classes or not) beyond the Contractor's control.

(ii) The Contractor shall not be liable in any event for any indirect or consequential losses or damage whatsoever (including loss

of goodwill, business or anticipated savings) loss of profit or use for any third party claims in connection with the Contractor howsoever arising suffered by the Customer and even if foreseeable or in contemplation of the Contractor and (without limitation to the generality of the foregoing) for any accident which may occur in consequence of any defect to be remedied by the Contractor or loss of time or hire or detention of the vessel or wages of crew, port charges, loss of earnings or any other loss damage or expense whatsoever.

(iii) If an event of force majeure shall continue for longer than three months the Contractor shall be entitled to terminate the agreement by notice to the Customer.

22. DEATH AND PERSONAL INJURY

No provision of these Terms and Conditions shall limit or exclude the liability of the Contractor for death or personal injury resulting from negligence of the Contractor.

23. INSURANCE

The Customer shall keep the Vessel insured throughout the terms of the Contract and during sea trials, and any goods which are the Customers property deposited or stored on the Contractor's premises shall be left there at the Customer's risk and the Customer is recommended to effect all insurance necessary for such goods. Any property belonging to the Customer shall at his expense be removed forthwith from the Contractor's premises either upon re-delivery of the Vessel or at such time as may be mutually agreed.

24. EVENTS OF DEFAULT

The Customer shall be in default under this Contract upon the occurrence of any of the following events or conditions:

(i)Default in payment or performance of any of the obligations, covenants or liabilities contained or referred to herein in this Contract.

(ii)Upon Customer failing to cooperate in the smooth execution of the Works, by failing to abide by any of the terms of the Contract herein.

(iii)Upon the Customer abandoning the Vessel either during or after the Works, and thereby jeopardizing the business activity of the Contractor.

(iv) Upon the emergence of legal action or litigation issues affecting the Vessel during the course or after the Works, but before Re-delivery which impedes the smooth execution of the Work of the Contractor's business.

25. EFFECTS OF DEFAULT

Once the Customer defaults as per clause 25 herein, the Contractor shall have the full legal right to

Signed by Customer:

Signed by Contrator:

tow away and remove the Vessel from the Shipyard to any location, such as Off Port Limit (OPL), Anchorage or even beach the Vessel at any location the Contractor may consider appropriate. The Contractor shall immediately take steps to enforce the Security Guarantee as per clause 6 herein.

26. PROHIBITION ON ASSIGNMENT

The Customer shall have no right to assign the benefit of its obligations under the Contract with the Contractor save with the Contractor's written consent.

27. LAW APPLICABLE

(i)The contractual relationship between the Customer and the Contractor shall be governed by the laws of the Republic of Ghana. It is further understood and agreed that, acknowledgement of the Contract by the Customer's representative is with the approval of the Customer and it binds the Vessel in lieu of the Customer's signature.

(ii) These Standard Terms and Conditions will be incorporated into the Contract for docking and repairs to be prepared and signed by both parties prior to commencement of works.