

Standard Term and Conditions for the Provision of Liferafts



Valid from 25 March 2013

1. GENERAL

1.1. Definitions

When used in the Framework Agreement the following words and expressions shall have the meaning stated below:

1.1.1. Agreed Currency

“Agreed Currency” shall mean the currency for payments as specified in Clause 4.3 of the Framework Agreement.

1.1.2. Agreed Ports

“Agreed Ports” shall mean the agreed ports for delivery, exchange, service or return of the Products as specified in Appendix 2 to the Framework Agreement and “Agreed Port” shall be construed accordingly.

1.1.3. Annual Rental Fee

“Annual Rental Fee” shall mean the annual rental fee as set out and calculated in accordance with Condition 3 of these Standard Terms and Conditions and Appendix 1 to the Framework Agreement.

1.1.4. Associated Company

“Associated Company” shall mean any company controlling, controlled by or under common control with the relevant Party where control means direct or indirect ownership of at least 50% of the voting stock or interest in the company or control of the composition of the board of directors.

1.1.5. Change of Control

“Change of Control” means if either (a) the majority of shares carrying a right to vote in the Customer or any direct or indirect holding company of the Customer are acquired by a person who is not a majority shareholder at the Effective Date, or (b) there is a change in the ownership of the legal power to direct, or determine the direction of, the general management and policies of the Customer or any direct or indirect holding company of the Customer.

1.1.6. Confidential Information

“Confidential Information” means each item of proprietary information which would reasonably be regarded as confidential, and the intellectual property rights therein, disclosed by one Party to another, including but not limited to any financial information, procurement and purchasing requirements, business forecasts, sales and marketing plans and information and customer lists relating to that Party or any of its Associated Companies.

1.1.7. Clause

“Clause” means a clause of the Framework Agreement.

1.1.8. Condition

“Condition” means a term or condition of these Standard Terms and Conditions.

1.1.9. Customer

“Customer” shall have the meaning set out at the start of the Framework Agreement.

1.1.10. Due Date

“Due Date” shall mean the date that the Products on board a Ship are required to be re-certified in accordance with IMO/SOLAS Requirements (where applicable).

1.1.11. Effective Date

“Effective Date” shall mean the date specified as such in Clause 5 of the Framework Agreement.

1.1.12. Flag State Requirements

“Flag State Requirements” shall mean the specific national requirements relating to the Products issued by the relevant flag state of each Ship.

1.1.13. Framework Agreement

“Framework Agreement” shall mean the framework rental agreement for Products and Services together with all Appendices (including these Standard Terms and Conditions), each as amended from time to time, but excluding Appendix 3 which is included for guidance only and shall not be legally binding on WSS, as further described in Clause 7.3.

1.1.14. HRU Charges

“HRU Charges” shall mean the charges in relation to the hydrostatic release unit (HRU), as set out in Appendix 1.

1.1.15. IMO/SOLAS Requirements

“IMO/SOLAS Requirements” shall mean the relevant regulations and legislation relating to each Product as adopted by the International Maritime Organisation and the International Convention for the Safety of Life at Sea 1974, each as amended or superseded from time to time.

1.1.16. Monitoring Period

“Monitoring Period” shall mean the period prior to the Due Date and ending on the Due Date or such other period as agreed in writing between the Parties.

1.1.17. Parties

“Parties” shall mean the Customer and WSS and “Party” shall be construed accordingly.

1.1.18. Price List

“Price List” shall mean WSS’ price list as applicable from time to time.

1.1.19. Products

“Products” shall mean the products specified in Appendix 1 to the Framework Agreement, as amended from time to time and “Product” shall be construed accordingly.

1.1.20. Public Official

“Public Official” means (a) any official or employee of any government agency or government-owned or controlled enterprise, (b) any person performing a public function, (c) any official or employee of a public international organisation, (d) any candidate for political office, or (e) any political party or an official of a political party.

1.1.21. Services

“Services” shall mean the services to be provided by WSS to the Customer under the Framework Agreement, as further described in Condition 2.2.

1.1.22. Ships

“Ships” shall mean the ships and/or vessels specified in Appendix 1 to the Framework Agreement, as amended from time to time and “Ship” shall be construed accordingly.

1.1.23. Standard Terms and Conditions

“STCs” or “Standard Terms and Conditions” means these standard terms and conditions.

1.1.24. Term

“Term” shall mean the duration of the Framework Agreement as specified in Clause 5 of the Framework Agreement.

1.1.25. Time of Delivery

“Time of Delivery” shall mean the time of supply of the Products and/or Services as agreed by the Parties or otherwise the actual time of delivery by WSS.

1.1.26. Transport Charges

“Transport Charges” shall mean the charges for transport of the Products from WSS’ warehouse premises to the relevant Agreed Port, as set out in Appendix 2.

1.1.27. Working Hours and Working Days

“Working Day” shall mean Monday to Friday but excluding all public holidays in the relevant jurisdiction or in relation to countries in the Middle East, shall mean Sunday to Thursday excluding all public holidays. “Working Hours” shall mean between the hours of 9.00am and 5.00pm during a Working Day.

1.1.28. WSS

“WSS” shall have the meaning set out at the start of the Framework Agreement.

2. SCOPE OF RENTAL

2.1. The Products

From the Effective Date and for the Term of the Framework Agreement, WSS shall supply the Products to the Ships at the relevant Agreed Port(s) and at the Time of Delivery.

2.2. The Services

The scope of the Framework Agreement shall include the provision of the following services in order for the Customer to materially comply with the IMO/SOLAS Requirements for the Products applicable for each Ship according to the relevant Flag State Requirements:

- (a) Product servicing and maintenance in accordance with Condition 5;
- (b) Product exchange (but excluding disposal of the Customer’s existing products not provided by WSS, which are to be replaced by the Products) in accordance with Condition 5;
- (c) Product certification, such certification to be carried out at a WSS approved service station; and
- (d) Product Due Date monitoring in accordance with Condition 4.

2.3. No Ownership

Ownership and title to the Products shall be retained by WSS (or its third party providers) at all times. Nothing in the Framework Agreement or these Standard Terms and Conditions is intended to or will transfer ownership or any title or interest in the Product to the Customer. Further, the Customer shall not act in any way that is consistent with having any ownership, interest or title in the Products including, for example, placing any encumbrances or granting any rights in respect of the Products to third parties. In the event that the Customer breaches this Condition 2.3, WSS may terminate the Framework Agreement immediately and require the Customer to return the Products in accordance with Condition 15.2.

2.4. Brand and age

WSS is under no obligation in respect of the brand and/or age of the Products, however all Products shall be delivered with the necessary approvals and documentation for approvals in accordance with the relevant Flag State Requirements.

2.5. Product Marking

The Products may be marked or labelled as the property of WSS at WSS’ discretion from time to time. Such marking and labelling (or any other marking or labelling on the Products) must not be removed or altered by the Customer. In addition the

Customer is not authorised to add any additional marking or labelling to the Products.

3. RENTAL FEE, CHARGES AND COSTS

3.1. Annual Rental Fee

The Customer shall pay the Annual Rental Fee for the rental of the Products and the provision of the Services. The Annual Rental Fee does not include Transport Charges, HRU Charges, local delivery fees, charges for services such as craneage and barge hire, handling, import, export and customs fees or duties, automated manifest system (AMS) filing fees or any other additional fees, costs or expenses payable by WSS to an authority or other third party in connection with the provision of the Products and/or Services. Such fees, costs and expenses will be invoiced to the Customer separately and the Customer shall pay for all such additional fees, costs and expenses in accordance with Clause 4 of the Framework Agreement.

3.2. Transport Charges

Transport Charges, as set out in Appendix 2 to the Framework Agreement, will apply to the transporting of the Products from WSS' warehouse premises to the relevant Agreed Port.

3.3. HRU Charges

HRU Charges, as set out in Appendix 1 to the Framework Agreement, will apply to any servicing or replacement of the HRU.

3.4. Inflationary Adjustment of Annual Rental Fee

The Annual Rental Fee, Transport Charges, and /or HRU Charges may be increased at WSS' option on every anniversary of the Effective Date to reflect any increase in the consumer price index as published from time to time by the Organisation for Economic Co-operation and Development (OECD) in its 'Total OECD Inflation' figures. Such adjustment shall be notified to the Customer in writing with one (1) month's notice.

3.5. Changed number of Products/Ships

In the event that the number of Products on each Ship, or the number of Ships included within the scope of the Framework Agreement changes during the Term of the Framework Agreement, the Annual Rental Fee shall be adjusted in accordance with Conditions 9 and 10.

3.6. Other Adjustments of Annual Rental Fee

WSS may, at its sole discretion, adjust the Annual Rental Fee to reflect any extra cost incurred by WSS following any changes in laws, rules, regulations and/or authority requirements (including but not limited to IMO/SOLAS Requirements and/or Flag State Requirements in relation to the Products

and/or Services). Such adjustments to the Annual Rental Fee shall be effective from the time that such extra costs are incurred by WSS.

3.7. Taxes

Where applicable, the Annual Rental Fee, Transport Charges and any other fees payable under the Framework Agreement are exclusive of any applicable national, federal, state and local sales, use, value added, excise and other similar taxes, fees and surcharges that are legally or by custom borne by a purchaser of goods or services. Where WSS incurs expenses or is subject to any claims in relation to such payments, the Customer shall at all times fully indemnify WSS and hold it harmless in respect of all penalties, claims, damages, losses, costs and expenses (including but not limited to legal expenses) whatsoever arising incurred in connection with such payments.

3.8. No Withholding

The Customer shall pay to WSS all sums immediately when due without any deduction or withholding other than as required by mandatory law (and where any deduction or withholding is required by mandatory law the Customer shall increase the amount payable to WSS to reflect the amount that WSS would have received if no deduction or withholding had been made) and the Customer shall not be entitled to assert any credit, set-off or counterclaim against WSS in order to justify withholding payment of any such amount in whole or in part.

3.9. Delayed Payment

If payment is overdue, WSS shall be entitled to claim and recover from the Customer full compensation for collection of payments due, costs and reasonable expenses on a full indemnity basis. In addition, WSS shall be entitled to claim interest of four percent (4%) per annum above the base rate of Barclays Bank plc (before as well as after judgment) on any overdue payment from the due date until payment in full is received by WSS.

4. DUE DATE MONITORING

4.1. WSS' monitoring

Subject to the Customer's compliance with Condition 4.2, WSS shall register and monitor the Products on board each Ship specified in the Framework Agreement, including the monitoring of Due Dates using WSS' date monitoring system.

4.2. Sailing information

The Customer shall cooperate with WSS in the monitoring of Due Dates, and shall upon reasonable request from WSS release sailing information for the Ship(s) in question during the Monitoring Period, in sufficient detail for WSS to plan and conduct

exchange and/or service of the Products (but in any event the Customer shall provide sailing information no later than ten (10) Working Days prior to each relevant Due Date).

4.3. Direct communication

WSS shall, in the event that the Customer does not have or does not provide the required information to comply with Condition 4.2, or if it is more convenient for WSS, be entitled to (and the Customer shall procure that WSS is able to) communicate directly with the Ship's port agent, the management company and/or the Ship in question, and be entitled to receive information about the Ship's sailing plan and planned destinations and arrival time in port for the purpose of monitoring the Due Dates.

4.4. Confidentiality of Shipping Information

WSS shall treat any sailing information received pursuant to Conditions 4.2 or 4.3 on a confidential basis and not disclose such information to third parties unless required for the purpose of providing the Services or unless otherwise agreed with the Customer or in accordance with Condition 19.

5. EXCHANGE AND SERVICE OF PRODUCTS

5.1. Incoterms

With the exception of the reference to Incoterms 2010 'Free Alongside Ship' (FAS) in Condition 5.3 below, neither Incoterms 2010 FAS or other Incoterms shall be part of the Framework Agreement.

5.2. Servicing

WSS shall during the Term of the Framework Agreement service and/or supply certified Products to each Ship in material conformity with the relevant IMO/SOLAS Requirements and the relevant Flag State Requirements. Any servicing of the Products shall also comply in all material respects with any documented and mandatory service requirements provided by the manufacturers of the Products.

5.3. Place of service/exchange

Subject to Condition 3, the Products shall be exchanged in the Agreed Port alongside the Ship in question (or as close to this point as is reasonably possible) in accordance with the principles of Incoterms 2010 FAS (save that no title shall transfer). Upon WSS' request the Customer shall off-load the Product alongside the Ship in question in accordance with Incoterms 2010 FAS (save that no title shall transfer).

5.4. Notice of hindrance

The Customer shall immediately upon becoming aware and in any event, no later than five (5) Working Days prior to the Time of Delivery, notify WSS of any circumstance that may hinder the service and/or exchange of Products to be

performed by WSS in the Agreed Port and at the Time of Delivery. If such notice is not given, the Customer will be liable for any additional cost incurred by WSS.

5.5. Altered destination

If the Ship alters its destination or sailing schedule subsequent to WSS having notified the Ship or the Customer of the Agreed Port at which the service and/or exchange of Products shall take place and the Time of Delivery of the Products, WSS will notify the Customer of a new Agreed Port and Time for Delivery. If the Products have already been shipped from WSS' warehouse premises when WSS is informed of the alteration, the Customer will be liable for any additional cost incurred by WSS.

5.6. Cooperation

The Customer shall ensure that the Ship's personnel cooperates with WSS in the service and/or exchange of Products, and shall whenever necessary grant WSS and WSS' agents and employees access to board and enter the Ship for the purposes of WSS fulfilling its obligations under the Framework Agreement.

5.7. Storage onboard

Subject to the Customer's agreement, WSS may, free of charge, store on board the Ship(s) any and all Products that require servicing if WSS for any reason requests such Products to be stored onboard until removal for servicing at the next convenient port for both Parties.

6. DUE DATE EXTENSION

6.1. Special requirements – extension of Due Date

WSS shall monitor Due Dates in accordance with Condition 4. If it is determined by WSS, acting reasonably, that service and/or exchange of Products before the relevant Due Date is not feasible due to requirements in the relevant port, requirements for the import or export of Products, or any other event or circumstance WSS shall notify the Customer as soon as reasonably possible and the Customer shall be required to apply for an extension of the Due Date for the Ship (and any further extensions if required), at the Customer's own cost and in accordance with the relevant IMO/SOLAS Requirements for each type of Product.

6.2. Performance in extension period

Following a successful application for a Due Date extension by the Customer, WSS shall notify the Customer of a new Agreed Port and Time of Delivery and WSS shall use reasonable endeavours to perform the service and/or exchange of the Products within the relevant extension period.

6.3. Hindrance

If the Ship does not receive a Due Date extension or the Ship is not visiting an Agreed Port where service and/or exchange of Products can reasonably be performed by WSS within the relevant extension period (and a further extension is not possible with the Customer using all reasonable endeavours to obtain such further extension), then, subject to WSS' prior written approval and at the Customer's cost, the Customer shall be entitled to follow the emergency procedures as set out in Condition 7.

7. EMERGENCY PROCEDURES

7.1. Emergency purchase

If exchange and/or service of the Products prior to the Due Date (or any extension to the Due Date) is not, in WSS' sole opinion, possible and provided that the Customer has complied with Condition 6 at all times, the Customer shall, subject to WSS' prior written approval, purchase products to temporarily replace the Products prior to the Due Date ("Replacement Products"). Any Replacement Products purchased shall be of a make and model agreed with WSS and the purchase of the Replacement Products will be deemed to satisfy WSS' obligations pursuant to Condition 5.

7.2. Ownership

In the event that an emergency purchase is made in accordance with Condition 7.1, the Customer hereby assigns full title in and hereby transfers the ownership of the Replacement Products to WSS and WSS shall reimburse the Customer for the purchase price of the Replacement Products and any direct costs in relation to the purchase of the Replacement Products that have been approved by WSS in writing in advance. For the avoidance of doubt, the amounts referred to in this Condition 7.2 shall be the only amounts that WSS shall be liable for in connection with the emergency procedures set out in this Condition 7.

7.3. Purchase Documents

The serial numbers for the Replacement Products shall be immediately reported to WSS together with relevant Due Dates, type and price, together with an original of the receipt of purchase. The Customer shall also transfer all associated service documentation and certification to WSS.

7.4. Assignment

The Customer shall immediately assign any warranties or other legal rights connected with the Replacement Products in full to WSS.

7.5. Off-load

The Products to be replaced by the Replacement Products shall be safely and securely stored on

board the Ship and then off-loaded to WSS at the first convenient port for both Parties or such other port as is agreed in writing between the Parties.

8. CUSTOMER'S RESPONSIBILITIES

8.1. Loss and damage

The Customer shall take care of the Products and shall be liable at all times for any damage to or loss of Products while the Products are on board the Ship(s) or during the loading of the Products to the Ships or the removal of the products from the Ships, regardless of the cause of such damage or loss (save to the extent that such damage or loss is caused by the acts of WSS) and shall notify WSS immediately of any such loss or damage.

8.2. Responsibility for cost

If Products require repair, service, replacement or new certification due to damage, loss, release of the Products or any other reason, this shall be performed by WSS who shall invoice all costs to the Customer (and the Customer will pay such costs) in accordance with WSS' Price List in force at the time of the repair, service, replacement or new certification.

8.3. No servicing by the Customer

Neither the Customer nor the personnel on board the Ship(s) nor any other third party shall conduct any service of the Products. If such service is conducted it shall be at the Customer's risk and WSS has no obligation and no liability in respect of such service. The Customer shall be liable and shall pay WSS if such unauthorised service results in a need for re-service, re-certification, exchange or any costs or liability to be incurred by WSS.

8.4. Installation and dismantling

The Customer shall ensure the correct installation and dismantling of the Products in accordance with the instructions for each type of Product and shall carry out such installation and dismantling of the Products using all due care and skill.

8.5. Notification of complaints

Any complaint that the Customer wishes to bring against WSS in relation to the Products and/or Services shall be made in writing without undue delay and in any event, within sixty (60) days after the event resulting in the complaint.

8.6 Compliance with Instructions

The Customer will store and utilise the Products in accordance with the reasonable instructions of WSS and any documentation and manuals provided in relation to the Products from time to time.

9. ADDING SHIPS TO THE FRAMEWORK AGREEMENT

9.1. Alteration of Appendices

In the event that the Customer wishes to include additional Ship(s) within the scope of the Framework Agreement, the Appendices to the Framework Agreement shall, if agreed between the Parties, be amended accordingly, including register of the Products on board the Ship(s). The Annual Rental Fee shall also be increased to reflect the additional Ships and such increases shall be calculated in accordance with the Price List in force at the time of the inclusion of the additional Ships.

9.2. Previous Annual Rental Fee

The inclusion of any additional Ship pursuant to Condition 9.1 shall not affect the Annual Rental Fee set for the Products agreed in the Framework Agreement prior to the inclusion of additional Ship(s).

10. CANCELLING SHIP(S) FROM THE FRAMEWORK AGREEMENT

10.1. Sale and scrapping of ships

If Ship(s) included within the scope of the Framework Agreement are sold to a third party which is not an Associated Company of the Customer (or the Ship-owner) or if a Ship is scrapped, the rental arrangement for the Products for the relevant Ship shall terminate immediately, the Appendices to the Framework Agreement shall be altered accordingly by the Parties and WSS shall be under no obligation to provide Products or Services to the relevant Ship unless a new rental agreement is entered into in relation to the relevant Ship.

10.2. Notification and termination fee

The Customer shall notify WSS of the sale or transfer of ownership of Ship(s) as soon as reasonably possible and in any event, prior to the sale or transfer of ownership taking place. Should the new owner of the relevant Ship not enter into a rental agreement for the relevant Ship(s) with WSS or if the relevant Ship(s) are being scrapped, the Customer shall, at WSS' request, pay to WSS a termination compensation fee equal to one (1) year's Annual Rental Fee for the Products onboard the Ship(s). Such fee is payable by the Customer within thirty (30) days of the date of the relevant invoice as issued by WSS. The Customer acknowledges and agrees that the payment of compensation to WSS under this Condition 10.2 is a fair and reasonable reflection of WSS' costs in the event that a new rental agreement is not entered into.

10.3. Agreement with the buyer

The Customer shall use all reasonable endeavours to assist WSS in obtaining a rental agreement for the Ship(s) with the new owner of the Ship(s) on the same or similar terms to the Framework Agreement (including the Annual Rental Fee).

10.4. Notification of ownership

The Customer is obliged to notify potential buyers of the Ship(s) of WSS' ownership and title to the Products (which the Customer understands, and will ensure such potential buyer(s) of the Ship(s) understands, may include ownership by and title of Products vesting in a third party provider to WSS) and shall actively prevent a sale or any transfer of ownership of the Ship(s) with WSS' Products onboard unless specifically agreed in writing with WSS.

10.5. Return of Products

Without prejudice to Condition 15, where Ship(s) within the scope of the Framework Agreement are scrapped or sold to new owners and the new owner of the relevant Ship does not enter into a rental agreement for the relevant Ship(s) with WSS within a reasonable period of time, the Products shall be returned to WSS by off-loading at an Agreed Port within ninety (90) days of the sale, unless otherwise agreed with WSS in writing. If the Products are not returned by the Customer within the ninety (90) days period, WSS will invoice the Customer for such Products in accordance with the Price List valid at that time in addition to the termination compensation fee set out in Condition 10.2. Such invoice is to be paid by the Customer within thirty (30) days of the date of the invoice.

11. WARRANTIES

11.1. Warranties

Each Party represents and warrants to the other Party that it shall comply with all applicable laws and regulations in connection with its obligations under the Framework Agreement.

12. LIMITATION OF LIABILITY

12.1. No Exclusion

Nothing in the Framework Agreement or these Standard Terms and Conditions shall limit or exclude the liability of either Party for death or personal injury resulting from negligence, fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979 or any liability which cannot be limited or excluded by applicable law.

12.2. Exclusion of Loss

Subject to Condition 12.1, under no circumstances shall either Party be liable to the other Party for any of the following types of loss or damage arising under or in relation to the Framework Agreement (whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise):

- (a) any loss of profits, business, contracts, anticipated savings, goodwill, or revenue, any wasted expenditure, or any loss or corruption of data (regardless of whether any of these types of loss or damage are direct, indirect or consequential); or
- (b) any indirect or consequential loss or damage whatsoever,

even if that Party was aware of the possibility that such loss or damage might be incurred by the other Party.

12.3. Availability of the Ship(s)

Subject to Condition 12.1, WSS shall have no liability to the Customer if the Ship(s) have not been made available to WSS at the Time of Delivery and at the Agreed Port, or if the Ship(s) have not been made available for sufficient time to complete the service and/or exchange of Products at such date and port or if the Product to be exchanged is not off-loaded from the Ship within four (4) hours from the requested off-load time.

12.4. Delay of Ship(s)

Without prejudice to Condition 12.2, WSS shall not be liable for any delay to the Ship(s) (or the consequences thereof) or be responsible for any emergency purchases of Replacement Products (as per Condition 7), if the Ship(s) are delayed in port following expiry of the Due Date due to inaccurate information provided by the Customer, the Ship(s), the Ship's port agent or the Customer's management company. If the Ship is unexpectedly delayed or the arrival in port causes extra cost for WSS, WSS shall not be liable for such extra cost and these costs shall be paid by the Customer in accordance with Clause 4 of the Framework Agreement.

12.5. Liability Cap

For any remaining liabilities of WSS under or in relation to the Framework Agreement which are not excluded by this Condition 12 and subject to Condition 12.1, the total liability of WSS (however arising) under or in relation to the Framework Agreement, including (but not limited to) liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise, shall not exceed, per event or series of related

events, the lower of the actual loss or one hundred thousand US dollars (\$100,000). Notwithstanding the foregoing, WSS' aggregate liability under or in relation to this Framework Agreement shall never exceed a total of one million US dollars (\$1,000,000).

12.6. Third Party Claims

To the extent permitted by law, the Customer will procure that any and all claims to be made against WSS or any WSS Associated Company arising out of or in connection with the Framework Agreement will be made by the Customer against WSS only and not by any Associated Companies of the Customer or by Ship-owners or any other third party. For the avoidance of doubt, any such claims will be subject to the exclusions and limitations of liability set out in these Standard Terms and Conditions. The Customer shall indemnify WSS and WSS Associated Companies for losses arising out of or in connection with any breach by the Customer this Condition 12.6.

13. INDEMNIFICATION

13.1. Indemnification

Each Party shall indemnify the other Party against all liabilities, costs, expenses, damages and losses suffered or incurred by the other Party arising out of or in connection with any death, personal injury or damage to property arising out of, or in connection with the acts or omissions of the first Party, its employees, agents or subcontractors.

14. TERM AND TERMINATION

14.1. Termination for breach

The Framework Agreement may be terminated with immediate effect if either Party has committed a material breach of its obligations and responsibilities under the Framework Agreement. If such breach can be remedied termination may only take place if the Party in breach has been given sixty (60) days' written notice of the breach and the breach remains unremedied.

14.2. Insolvency

The Framework Agreement may be terminated with immediate effect if either Party is declared bankrupt, becomes insolvent or is unable to pay debts as they fall due.

14.3. Termination for convenience

WSS may terminate the Framework Agreement for convenience at any time and without penalty by giving twelve (12) months' written notice to the Customer.

14.4. Change of Control

If the Customer undergoes a Change of Control, the Customer must immediately notify WSS, and WSS may terminate the Framework Agreement by giving thirty (30) days' written notice to the Customer.

14.5. Termination by Customer

The Customer may terminate the Framework Agreement for convenience by giving WSS twelve (12) month's written notice provided that the Customer shall not be entitled to give such a notice of termination for convenience in the first two (2) years of the Term of the Framework Agreement.

15. CONSEQUENCES OF TERMINATION

15.1. Survival of obligations

The rights and obligations of the Parties under the Framework Agreement which are intended to continue beyond the termination or expiry of the Framework Agreement shall survive the termination or expiry of the Framework Agreement.

15.2. Return of Products

Immediately following termination or expiry of the Framework Agreement for any reason, the Customer shall return all Products to WSS at the first opportunity by off-loading at an Agreed Port or such other port as agreed in writing between the Parties.

15.3. Additional 90 Days Period

If the Products are not returned to WSS in accordance with Condition 15.2, the Framework Agreement shall, unless WSS notifies the Customer in writing otherwise, continue automatically for ninety (90) days from the date of expiration of the Term (or any shorter period notified to the Customer by WSS in writing) subject to the same terms and conditions, including the Customer's obligation to pay the Annual Rental Fee or a proportion of such fee. Upon the expiry of the ninety (90) days period or any shorter period notified to the Customer by WSS in writing, if the Products have not been returned by the Customer to WSS in accordance with Condition 15.2, WSS will invoice the Customer for such Products in accordance with the Price List valid at that time. Such invoice is to be paid by the Customer within thirty (30) days of the date of the invoice.

16 ETHICAL STANDARDS

16.1 The Parties agree that neither Party shall:

- (a) offer or agree to give any person working for or engaged by the other Party any gift or other consideration, which could act as an inducement or a reward for any act or omission to act in connection with the

Framework Agreement or any other agreement between the Parties;

- (b) enter into the Framework Agreement or any other agreement with the other Party if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the other Party or that an agreement has been reached to that effect unless (i) details of any such arrangement have been disclosed in writing to the other Party prior to the execution of the Framework Agreement and (ii) written approval of such arrangement by an authorised representative of the other Party has been obtained;
- (c) offer, pay or promise to pay either directly or indirectly, anything of value to a Public Official in connection with the Framework Agreement. The Parties further agree that in the performance of their respective obligations under the Framework Agreement, the Parties and their respective agents, sub-contractors and employees shall comply with all applicable laws, rules, regulations and orders of any applicable jurisdiction, including the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. The Customer shall notify WSS immediately in writing with full particulars in the event that the Customer receives a request from any Public Official requesting illicit payments; or
- (d) take any other action which results in a breach by either Party of any applicable anti-corruption legislation.

- 16.2 If either Party or any of its agents, sub-contractors or employees breaches Condition 16.1, the other Party may terminate the Framework Agreement by written notice with immediate effect. Any termination pursuant to this Condition 16.2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Party who terminates the Framework Agreement pursuant to this Condition 16.2.

17. COMPLIANCE WITH ASSET CONTROL LAWS AND FINANCIAL SANCTIONS

The Parties will comply with all applicable anti-terrorist financing and asset control laws, regulations, rules and orders, including, but not limited to, the U.S. Department of Treasury, Office

of Foreign Assets Control (“OFAC”) regulations and the European Union sanctions or restrictive measures.

Pursuant to OFAC regulations respecting USD payments, neither Party can facilitate USD payments in any transaction related to OFAC sanctioned entities, either directly or indirectly. Either Party may be required to request information from the other which supports a verification statement which New York intermediary banks may require according to the OFAC regulations, including whether a person is a “specially designated national” listed by OFAC or any executive order, or a “national” of any country with which transactions are regulated by OFAC. Both Parties shall provide timely and truthful responses to any such reasonable enquiries either Party may make to the other to support any required verification statements.

18. MISCELLANEOUS

18.1. Entire agreement

- (a) The Framework Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.
- (b) Each Party acknowledges that, in entering into the Framework Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Framework Agreement.
- (c) The express provisions of the Framework Agreement are in place of all warranties, representations, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise (including but not limited to implied undertakings of satisfactory quality, conformity with description and reasonable fitness for purpose), all of which are hereby excluded by WSS to the maximum extent permitted by applicable law.
- (d) Nothing in this Condition shall limit or exclude any liability for fraud or fraudulent misrepresentation.

18.2. Force Majeure

- (a) In relation to the provision of the Products and/or Services, the obligations of a Party

shall be suspended during any period and to the extent that such Party is prevented or hindered from complying with such obligations by any cause beyond its reasonable control including, but not limited to, strikes, lock-outs, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any mandatory law or government order, rule, regulation or direction, port security, port authorities and security restrictions in ports, accident, breakdown of plant or machinery, fire, flood, storm or other adverse weather conditions, difficulty or increased expense in obtaining workmen, materials, supplies or raw materials in connection with the provision of the Products and/or Services.

- (b) In the event of either Party being so hindered or prevented in accordance with Condition 18.2(a), the Party concerned shall give notice of suspension as soon as reasonably possible to the other Party, stating the date and extent of the suspension and its cause and the omission to give such notice shall forfeit the right of such Party to claim suspension. Any Party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause of suspension and shall so notify the other Party.
- (c) Conditions 18.2(a) and 18.2(b) do not apply in relation to the payment obligations of the Customer.

18.3. Headings

In interpreting the Framework Agreement or any provision of the Framework Agreement, all Condition, Clause, sub-Clause and other headings in the Framework Agreement shall be entirely disregarded.

18.4. Governing Law and Disputes

- (a) In the event of a dispute arising out of or relating to the Framework Agreement or these Standard Terms and Conditions including any question regarding its existence, validity or termination, the Parties shall first seek settlement of that dispute by referring such dispute to the commercial managers (or equivalent) of each Party for resolution. If the relevant dispute cannot be resolved to the satisfaction of both Parties within fourteen (14) calendar days of such referral, the dispute shall be referred to the managing directors (or equivalent) of each Party for resolution.

- (b) In the event that the managing directors (or equivalent) of each Party are unable to resolve any dispute, controversy or claim arising under, out of, in connection with, or in relation to the Framework Agreement within seven (7) calendar days of such referral, then the Parties shall attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution's Model Mediation Procedure.
- (c) If the Parties are unable to resolve any dispute arising under, out of, in connection with, or in relation to the Framework Agreement (including but not limited to any dispute or claim relating to non-contractual obligations) by mediation, the Parties agree to submit the dispute to the exclusive jurisdiction of the courts of England and Wales.
- (d) Nothing contained in the Framework Agreement shall limit a Party's right to obtain any provisional remedy, including an injunction, an order for possession, or any other relief which is not available through mediation from any court of competent jurisdiction as may be necessary in such Party's sole judgement to protect its intellectual property rights or any other of its proprietary interests (including its Confidential Information) or its good name, goodwill, reputation or image.
- (e) The Framework Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including but not limited to non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

18.5. Assignment

- (a) Neither Party may assign or transfer any of its rights or obligations under the Framework Agreement without the other Party's prior written consent (not to be unreasonably withheld or delayed) provided that WSS may assign or transfer its rights or obligations to an Associated Company of WSS.
- (b) WSS may, without the consent of the Customer, sub-contract its obligations under the Framework Agreement.

18.6. Severability

If any part of the Framework Agreement is or becomes invalid, illegal or unenforceable, then such

part shall be construed to be deleted from the Framework Agreement, but such deletion will not affect the enforceability of the remainder of the Framework Agreement save that the Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as closely as possible gives effect to their intentions as expressed herein. Failure to agree on such a provision within six (6) months of commencement of such negotiations shall result in an automatic termination of the Framework Agreement.

18.7. Remedies

The exercise by either of the Parties hereto of any remedy or recourse available to it hereunder shall not deprive such Party of any other remedy or recourse available to it hereunder or under any applicable laws.

18.8. Waiver

No failure by either of the Parties hereto, in case of a default or breach of the Framework Agreement by the other Party, to enforce any claim, or to exercise any remedy, or to have resort to any recourse under the Framework Agreement or under any applicable law shall be deemed a waiver of any other remedy or recourse or a waiver of the same remedy or recourse for any subsequent default or breach.

18.9. Representation

The Customer (if not the Ship-owner) hereby represents and warrants that it can lawfully and on behalf of each of the Ship-owners represent and legally bind each of the owners of the Ship(s) to the terms of the Framework Agreement. The Customer shall procure that all Ship-owners, Associated Companies of the Customer, port agents and management companies in connection with the Ships comply with the terms of the Framework Agreement including, but not limited to, complying with all relevant Customer obligations. The Customer will be liable to WSS for any failure of any of the above to comply with such terms and obligations.

18.10. Counterparts

The Framework Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of the Framework Agreement.

18.11. Third party rights

With the exception of WSS Associated Companies and employees, agents, sub-agents and sub-contractors of WSS and WSS Associated Companies, who are entitled to enforce: (a) their rights, protections and limitations set out in this Framework Agreement; and (b) all other rights, protections and limitations set out in this Framework Agreement as though they were WSS, subject

always to the relevant WSS Associated Company, employee, agent, sub-agent or sub-contractor obtaining the written permission of WSS to enforce such rights, protections and limitations, a person who is not a Party to the Framework Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of the Framework Agreement. Notwithstanding that any term of the Framework Agreement may be or becomes enforceable by a person who is not a Party to it, the terms of the Framework Agreement or any of them may be varied, amended or modified or the Framework Agreement may be suspended, cancelled or terminated by agreement in writing between the Parties or the Framework Agreement may be rescinded (in each case), without the consent of any such third party.

18.12. No amendment

Save as expressly provided in the Framework Agreement and subject to Condition 3 of the Standard Terms and Conditions, no amendment or variation of the Framework Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the Parties to it.

18.13. Intellectual Property

Nothing in the Framework Agreement is intended to transfer any intellectual property rights (including but not limited to patents, designs, trade marks and trade names (whether registered or unregistered), copyright and related rights, database rights and knowhow) in any proprietary information or data from WSS to the Customer. Any developments, amendments, modifications, enhancements or other changes to WSS' intellectual property rights will vest in WSS and will not vest in the Customer. To the extent that any such developments, amendments, modifications, enhancements or other changes do vest in the Customer or a third party acting for or on behalf of the Customer, the Customer hereby assigns (and shall procure that all applicable Customer personnel and other third parties acting for or on behalf of the Customer assign) to WSS any and all right, title or interest that the Customer, Customer personnel or third party may now or hereafter possess in or to such developments, amendments, modifications, enhancements or other changes. The Customer hereby waives (and shall procure that all applicable Customer personnel and third parties acting for or on behalf of the Customer waive) in favour of WSS, all moral rights subsisting in or associated with such developments,

amendments, modifications, enhancements or other changes.

18.14. Data Protection

The Customer shall comply at all times with the Data Protection Act 1998 (or analogous legislation in other jurisdictions) and shall, if required by applicable law, ensure that it has all appropriate rights and consents to pass personal data to WSS for WSS to process in accordance with the terms of the Framework Agreement.

19. CONFIDENTIALITY

19.1 Subject to Condition 19.2, WSS and the Customer agree to keep all Confidential Information confidential, not to use it for any purpose (other than in the context of the Framework Agreement) and not to disclose it without the prior written consent of the other Party to any third party, unless:

- (a) the information was public knowledge at the time of the disclosure;
- (b) the information becomes public knowledge other than by breach of the confidentiality requirements set out in the Framework Agreement;
- (c) the information subsequently comes lawfully into its possession from a third party; or
- (d) such disclosure is required pursuant to any applicable laws or regulations to which the disclosing Party is subject.

19.2 Each Party shall be entitled to disclose Confidential Information to its directors, shareholders, officers, employees, advisers and consultants having a need to know the same. WSS may disclose the Confidential Information to potential assignees or transferees and may disclose Confidential Information for the purposes of performing its obligations under the Framework Agreement (including disclosing information to any sub-contractors or representatives of WSS).

19.3 The Customer shall not make any announcement, statement or press release concerning the Framework Agreement without the prior written consent of WSS. END