

A. ADDITIONAL TECHNICAL & OPERATIONAL CONDITIONS

1. Attendance of classification surveyor, if required, shall be arranged by customer.
2. Allow to use ship's cranes for loading/unloading of all equipment, material and tools.
 - Unless otherwise informed by the customer in writing, it shall be assumed that the ship's cranes are in good functional order and have adequate capacity to carry out the loading/unloading of our equipment, material and tools.
 - Ships' staffs shall be responsible for the safe operation of the ship's cranes and shall be available at all times during the repair period.
 - The client shall be fully responsible for any damage and/or loss to our equipment, material and tools due to crane operation.
 - In case of delay to the repair operation due to the crane operation, the customer shall be responsible for the delay in work completion, and any additional cost to the standby of the repair team and equipment.
3. All works carried out at the anchorages, port or on-voyage are subject to sea condition, weather condition, port operation and ship's operation. While we will endeavour to complete the works within the shortest time possible, we shall not be held responsible for any delay due to such conditions.
4. If the work is delayed due to ship's operation such as delay in arrival, bunkering, cargo operation, inspection, interruption/interference by customer's sub-contractor/supplier, etc., we shall reserve the right to charge for the standby of the repair team at S\$80/man-hour and the equipment at S\$550/hour unless otherwise quoted.
5. Unless otherwise agreed, the customer and/or the ship shall provide or arrange followings:-
 - * Resting area for the repair team
 - * Fresh water
 - * Daily meals for the repair team
 - * Electrical power supply
 - * Compressed air supply
 - * Sea transport including passenger boat service and cargo boat service
 - * Removal/refit of electrical & hydraulic connections, insulations and flammable objects
 - * Port custom and/or immigration
 - * Paint material
 - * Spare parts
6. Upon receipt of customer's confirmation of acceptance of our quotation, cancellation in part or in whole, if necessary, must be received before the lead time commences or delivery/working time commences (whichever is earlier). Customer will pay a cancellation charge amounting to 50% of the contract price if the cancellation order is received within the lead time. If cancellation order is received after work commencement/mobilization, customer will pay a cancellation charge equal to 100% of the contract price. Any waiver of the cancellation charge is subject to our sole discretion.
7. Confirmation of acceptance must be communicated to us in written order.
8. Goods & Services Tax, if applicable, is excluded from the quoted prices.
9. WPS, PQR, welders' qualification & material mill certificates will be provided upon order confirmation.
10. Repair to be carried out in accordance to Steel Structural Code AWS D1.1 / 2006, Bureau Veritas certified Procedure Qualification / Welding Specification and Welder Qualification.
11. Steel Inspection Certification conforming to EN 10204 / 3.2

B. GENERAL CONTRACTUAL TERMS & CONDITIONS

1 Definitions

"Client" means the person, firm or company for whom Services are provided by Valda Marine.

"Valda Marine" means Valda Marine Services Pte Ltd.

"Services" means the services provided for the Client by Valda Marine.

In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Proposal” means the quotation, letter, tender or other documents(s) submitted by Valda Marine to the Client describing the Services to be provided and the fees and other sums payable in respect of such Services. A copy of the Proposal forms an integral part of this agreement. In the event of a conflict between these terms and conditions and the Proposal, the provisions hereof shall prevail.

2 Insurance Outside Singapore Territories

- Where the Services are performed outside Singapore territories or more than ten nautical miles from Singapore port limit, the Client shall or shall procure that throughout the period of this agreement all personnel who are engaged by Valda Marine in the provision of the Services, the details of whom shall be notified to the Client by Valda Marine within a reasonable time prior to the commencement of the Services, shall be signed on as crew under the Ship's Articles/Crew List and shall be fully insured in respect of all protection and indemnity risks in accordance with the applicable rules of the Protection and Indemnity Association and shall provide Valda Marine with written evidence thereof prior to the commencement of the Services.
- The Client undertakes to indemnify Valda Marine against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising directly or indirectly from the failure by the Client to comply with the provisions of this clause and against and in respect of all costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) which Valda Marine may suffer or incur (either directly or indirectly) in connection therewith.

3 Liability

- Valda Marine shall be under no liability whatsoever to the Client for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect, (including but not limited to loss of profit or other consequential or economic losses) and howsoever arising in the course of performance of the Services UNLESS same is proved to have resulted solely from the negligence, gross negligence or wilful default of Valda Marine or its employees or agents or sub-contractors employed by them in connection with the Services, in which case (save where loss, damage, delay or expense has resulted from Valda Marine's personal act or omission committed with intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result) Valda Marine's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a total of either 10% of the fee payable for Services or S\$20,000, whichever shall be the lower. Valda Marine and the Client agree that having regard to the nature of the Services, the fees paid for such Services by the Client and all other circumstances known to the Valda Marine and the Client relating to the Services, the forgoing limits of liability are fair and reasonable.
- The Client hereby undertakes to keep Valda Marine and its employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims demands or liabilities whatsoever or howsoever arising out of or in connection with the performance of this agreement and against and in respect of all costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) which Valda Marine may suffer or incur (either directly or indirectly) in the course of the performance of this agreement.
- Any claims against Valda Marine shall be deemed to be waived and absolutely time barred upon the expiry of six months from the completion of the Services or the termination, for whatever reason, of this agreement
- These terms and conditions shall be governed by Singapore law and any dispute arising out of or in connection with this Agreement shall be referred to arbitration in Singapore in accordance with Singapore International Arbitration Centre Rules 3rd Edition, 1 July 2007 or any statutory modification or re-enactment thereof for the time being in force.
- By accepting the Proposal the Client agrees to be bound by these terms and conditions.