



TERMS & CONDITIONS



Doyle Shipping Group (hereafter referred to as 'the company') undertakes all services subject solely to the following conditions, which can be varied only in writing by a director or partner or duly authorised servant of the company. The customer's (the term customer covers customers employees and agents – both disclosed and undisclosed) attention is drawn in particular to condition 3. Condition 3.2 Has been included herein solely to relieve the owner of the goods the subject of the contract ('the goods'), or the owner's agent, of the additional costs that the company would need to include to recover insurance charges were its liability not limited as provided for in condition 3.2. Condition 3.2 Will become operative at the option of the customer on the terms provided therein.

- 1.0 The company is not a common carrier and the rights and liabilities of the parties here- under shall be determined on the basis that the company is not such a common carrier.
- 2.1 The customer warrants that it is either the owner of the goods or is authorised by such owner to accept these conditions on the owner's behalf.
- 2.2 The customer further warrants that (a) when presented for warehousing, the goods will be securely and properly packed and in such condition as not to cause damage or injury or the likelihood of damage or injury to the property of the company or to any other goods, whether by spreading of damp, infestation, leak- age or the escape of fumes or substances or otherwise howsoever. (B) before presentation of the goods for ware housing, the customer will inform the company in writing of any special precautions necessitated by the nature or condition of the goods and of any statutory duties specific to the goods with which the company may need to comply.
- 2.3 The customer acknowledges that these conditions have not been entered into in reliance wholly or partly in any statement or representation made by or on behalf of the company except any such statement or representation that is expressly set out in these conditions.

LIABILITY

- 3.1 except as provided in condition 3.3 Below, the company does not insure the goods and the customer should make arrangements to cover the goods against all risks to the full insurable value thereof.
- 3.2 The company is only responsible for any loss or damage to goods or for any non-delivery, misdelivery or delay or for any non-compliance with instructions if the same has arisen due to the wilful default of the company, its servants or agents, provided always that the

liability of the company shall in no case exceed a total of eur 1269 per tonne weight or that part of the goods in respect of which a claim arises.

The company shall in no case be liable for any indirect, consequential, special, or punitive loss or damage of any kind whatsoever (including but not limited

to lost profits), whether or not foreseeable, even if the company has been advised of the likelihood of such loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach

of contract, breach of trust or other wise.

- 3.3 The company shall not be liable for any claim unless it has been notified in writing to the company by the customer within 21 days of the cause of the claim coming to the customer's knowledge or of the goods being de livered by the company to or to the use of the customer, whichever is the later.

- 3.4 The company shall not be liable here under for any loss or damage to the extent that the same is caused or contributed to by a breach of any of customer's warranties contained in condition 2 (or by any of the circumstances by virtue of which the company is relieved of its contractual obligations in accordance with condition 10).

- 3.5 The benefit of these conditions shall extend to all employees from time to time of the company, who shall each be entitled to every right, defence and exemption or limitation of liability to which the company is entitled hereunder.

- 4.1 In all circumstances, the company shall be entitled to arrange for any part of the service to be performed by other contractors and in this event, these terms and conditions shall apply to such services. The company shall not however be responsible for any act or default of such delegates.

- 4.2 The customer shall reimburse all duties and taxes that the company may be required to pay in respect of the goods, except to the extent that the company is required to accept any responsibility for them in accordance with condition 3.

- 5.0 Notwithstanding any notice given in accordance with condition 3, the customer shall indemnify the company against any loss, costs, suits or damage suffered by the company including costs and expenses reasonably incurred by it to the extent that such loss or damage is caused or contributed to by a breach of any of the customer's warranties contained in condition 2. The customer agrees to be responsible for and to keep the company fully indemnified against all damages, losses, costs, expenses, actions,

demands, proceedings, claims and liabilities against or suffered or incurred by the company arising directly or indirectly out of any act, omission or negligence of the customer or any persons at the premises expressly or impliedly with the customer's authority and under the customer's control. The premises being: Doyle Shipping Group, Greenore, Co. Louth.

- 6. When reasonably necessary, vehicles or other means of conveyance may be changed and may deviate or depart from their intended route and at the discretion of the company, the goods may be carried, stored or handled with other compatible goods or transferred between stores.
- 7. The company shall not be liable for any loss or damage whatsoever arising to marble, articles of glass or articles contained in glass or any goods of a fragile nature.

CHARGES, PAYMENTS AND LIENS

- 8. The company's charges, which may be increased from time to time by not less than 21 days prior notice to the customer, shall be payable at such intervals or on the expiry of such period of credit as may have been agreed between the parties or, in any event, before removal of the goods from the company's custody or control. Interest on amounts due and unpaid shall be payable from the date when payment of such amounts fell due and shall be calculated on a daily basis at the rate of 2% per annum above the prevailing base rate current from time to time. Further, the company shall have a general as well as a particular lien on the goods for payment of all amounts due from the customer on any account.

TERMINATION

- 9.1 The goods shall be removed by the customer from the custody of the company at such time otherwise where reasonably necessary, the company may at anytime by notice in writing to the customer require the removal of the goods within 28 days from the date of such notice or, in the case of perishable goods, within three days.
- 9.2 In the event of failure by the customer to pay any amount due to the company or to remove any of the goods from the custody or control of the company (notice in accordance with condition 9 having been given) at the due time, the company may, without prejudice to its other rights and remedies against the customer, give notice in writing to the customer of the company's intention to sell otherwise dispose of the goods at the customer's entire risk and expense if such amount is not paid and/or such goods are not removed within 28 days, or in the case of perishable goods, within three days from the date of such notice.
On the expiry of such period, if such payment has not been made and/or goods have not been so removed, the company shall be entitled to sell or otherwise dispose of all or any part of the goods at the customer's entire risk and expense by the best method reasonably available and the

proceeds of any sale or disposal shall be remitted to the customer after deduction therefrom of all expenses and all amounts due to the company from the customer on any account. (A) the company may as the agent of the customer sell such property and the customer will indemnify the company against any liability incurred by it to any third party whose property shall have been sold by the company in the mistaken belief albeit held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the customer. B) if the company having made reasonable efforts is unable to locate the customer, the company shall be entitled to retain such proceeds of sale absolutely unless the customer shall claim them within 6 months of the date of such notice. C) the customer shall indemnify the company against any damage occasioned to the premises any damages, losses, costs, expenses, actions, demands, proceedings, claims, and liabilities made against the company caused by or in relation to the presence of the goods in or on the premises.

- 9.3 In the case of perishable goods, notice under condition 9.2 May be combined with a notice if any, under condition 9.1

RESPONSIBILITY

- 10. The company shall be relieved of the contractual obligations to the extent that their performance is prevented by, or their non-performance is the direct or indirect consequence of the act, neglect, omission, or default of the customer, including any breach by the customer of the warranties contained in condition 2 or by storm, flood, fire, explosion, riot, industrial dispute, labour disturbance or other cause beyond the reasonable control of the company.
- 11. Any notice or statement of account given by the company to the customer shall be duly given if left at or sent by registered or recorded delivery to the last known address of the customer and such notice of account shall, if posted, be deemed to have been given two week days after posting.
- 12. These conditions shall prevail over any terms or conditions contained in the customer's order, acceptance or other communication and shall be deemed to have been accepted by the customer in preference to such other terms or conditions, unless the customer has notified the company specifically in writing of any proposed variation of these conditions and such variation has been agreed specifically in writing by a director, partner or duly authorised servant of the company.

JURISDICTION

- 13. These conditions and any act or contract to which they apply shall be governed by the laws of the republic of Ireland and any dispute arising out of any act or contract to which these conditions apply shall be subject to the exclusive jurisdiction of the courts of the republic of Ireland.

STEVEDORING - DIVISION STANDARD TRADING CONDITIONS

1. IN THESE CONDITIONS:

- (A) "the company" means stevedoring division of the Doyle Shipping Group and any subsidiary which may adopt these conditions as the case may be;
- (B) "customer" means the person for whom any business is done by the company or with whom any contract for the rendering of services by the company is made;
- (C) "dangerous goods" means:
 I. Goods which may or might, however remotely, be likely in the opinion of the company to cause damage, deterioration, or diminution in value to other goods, persons, or property, or
 li. Any goods classified by the international maritime organisation as dangerous for man and / or the environment
- (D) "valuables" shall include bullion, coins, precious stones, jewellery, antiques, pictures, bank notes, securities and other valuable documents and articles.
- (E) "containerised goods" means any standard iso or non-standard freight container (including but not limited to dry vans, reefer containers and out of Gauge containers) and their contents;
2. The company are stevedores and act solely as such in performing services for the customer.
 3. These conditions shall apply to all business undertaken by the company including any advice, information or service provided whether gratuitously or not. All other terms and conditions are hereby expressly excluded. No servant or agent of the company has authority to add or to vary these conditions, unless such addition or variation is reduced to writing and signed by a duly authorised representative on behalf of the company. In the event of any conflict between these conditions and any conditions contained in any document submitted by the customer, the provisions of these conditions shall prevail.
 4. The customer warrants that he is either the owner or the authorised agent of the owner of the goods to which any business relates, and further warrants that he is authorised to accept and is accepting these conditions not only for himself but also as agent for and on behalf of the owner of the goods and all other persons who are or may here after become interested in the goods (all such persons being hereinafter called "the owner").
 5. The company shall be entitled to perform any of its obligations hereunder by itself or by its parent, subsidiary or associated companies, or by any other person, firm or company carrying out the functions of stevedores. Any contract to which these conditions apply is made by the company on its own behalf, and also as agents for and on behalf of any such parent, subsidiary or associated company or such other person, firm or company, and any such company shall be entitled to the benefit of these conditions. The customer will not seek to impose upon any such company a liability greater than that accepted by the company under these conditions.
 6. Unless otherwise agreed, quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or revision.
 7. If at any time there is any alteration in the rates of exchange, insurance premiums, labour costs or other charges applicable to the services, or other increases in costs of any nature, whether within the control of the company or not, quotations and charges shall be subject to revision accordingly either with or without notice (at the company's discretion).
 8. The customer warrants that the description and particulars of any consignments furnished by or on behalf of the customer are accurate.
 9. Except under special arrangements previously made in writing the company will not accept business relating to valuables, livestock or plants. Should any customer nevertheless deliver any such goods to the company or cause the company to handle or deal with any such goods other than under special arrangements previously made in writing, the company shall not be liable for any loss or damage to or in connection with the goods, however caused.
 10. The company shall not be obliged to make any declaration for the purpose of any statute or contract as to the nature or value of any goods or as to any special interest in delivery, unless required by law or expressly instructed by the customer in writing.
 11. The company shall not be obliged to arrange for the goods to be stevedored or handled separately from the goods of other customers.
 12. The company will not insure the goods unless expressly instructed by the customer in writing. The company shall not be obliged to effect a separate insurance on each consignment, but may declare it on an open or general policy. All insurances effected by the company are subject to the usual exceptions and conditions of the policies of the insurance company or under-writers taking the risk. Any claim on the policy shall be made and any negotiations with or proceedings

- against the insurers shall be conducted by the customer and not by the company, notwithstanding that the premium upon the policy may not be the same rate as that charged to or paid by the customer.
13. All sums shall be paid to the company immediately when due without deduction and payment shall not be withheld or deferred on account of any claim, counter claim or set off of any nature and whether arising under or in relation to this contract or any other contract. The company shall have a general lien on all goods or documents relating to goods in their possession for all sums due at any time from the customer or owner, and shall be entitled to sell or dispose of such goods or documents at the expense of the customer and apply the proceeds in or towards the payment of such sums on 28 days' notice in writing to the customer.
14. The company shall be entitled at the expense of the customer to sell or dispose of:
- (A) on 21 days' notice in writing to the customer or, where the customer cannot be traced after the goods have been held by the company for 90 days, all goods which, in the opinion of the company, cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee or for any other reason; and,
- (B) without notice, perishable goods which are not taken up immediately on arrival or which are insufficiently or incorrectly addressed or marked or which in the opinion of the company would be likely to perish in the course of the carriage, storage or handling.
15. Except under special arrangements previously made in writing the company will not accept business relating to dangerous goods. Should any customer nevertheless deliver any such goods to the company or cause the company to handle or deal with any such goods otherwise than under special arrangements previously made in writing the customer shall be liable for all loss or damage caused by or to or connected with the goods however arising and shall indemnify the company against all penalties, claims, demands, costs and expenses arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the company or any other
16. Person in whose custody they may be at the relevant time. If such goods are accepted under special arrangements previously made in writing they may nevertheless be so destroyed or dealt with if in the opinion of the company

- they become a danger to other goods, persons or property.
17. Where goods are consigned:
- (A) on terms that they shall be paid for on delivery, and if for any reason payment is not made in full, or
- (B) on terms that the company shall only deliver the goods to the consignee on production of a bill of lading, delivery order or similar document, and owing to the failure to demand such a document the goods are delivered to the consignee before he has paid for them in full, the company may, at its absolute discretion, reimburse the customer with the amount of payment not so made, whereupon the customer shall, on request, assign to the company by an instrument in writing the whole of the customer's title to or interest in the goods and the right to receive payment therefore, and shall co-operate fully with the company in enforcing all rights so assigned.
18. Notwithstanding that it may be agreed between the company and the customer that the company's charges in respect of any transaction shall be payable by the consignee or any other person, if such consignee or other person shall fail to pay the same or any part thereof within 28 days of the due demand being made on him, the customer shall be liable to the company therefore without prejudice to the company's rights against such consignee or other person.

LIMITATIONS ON THE COMPANY'S LIABILITY

18. The company shall be exempt from all liability what- ever for deficiency, loss, damage or misdelivery of or to goods however or whenever caused or for delay however arising except on proof that the deficiency, loss, damage, misdelivery or delay was caused by the negligent or unlawful act or omission of the company or its servant. Even so:
- (A) in respect of any one consignment of goods other than live animals or containerised goods;
- (B)
- I. Where a claim against the company is in respect of the whole of
 - ii. The consignment the total liability of the company shall be limited
 - lii. To a sum at the rate of €0.25 Per kg on the gross weight of the
 - lv. Consignment,
 - V. (li) where a claim against the company is in respect of part of the
 - Vi. Consignment, the total liability of the company shall be limited to
 - Vii. That proportion of the sum ascertained in accordance with (i) of this

- Viii. Condition which the value of that part of the consignment bears to
- ix. The value of the whole of the consignment, provided the company
- X. Shall be entitled to require proof of the value and weight of the
- Xi. Whole of the consignment. In this condition consignment means goods of one description consigned on one note. For the purposes of this condition the value of the goods shall be taken to be the market price of goods of the same kind and quality immediately before the deficiency, loss, damage, misdelivery or delay arose or took place.
- (C) in the case of containerised goods, where a claim is made against the company, the company's total liability for all claims relating to any one incident shall be limited to €2.00 Per kg of containerised goods to a maximum of €15,000. The customer will indemnify the company against claims in excess of this agreed limit by any third parties.
- (D) in the case of live animals, where a claim is made against the company, the company's total liability shall be limited to €250 for each large animal and €10 for each small animal, reptile or bird.
- (E) the company shall not be liable for any indirect or consequential damages whatever (however or whenever caused).
- (F) The company shall be exempt from all liability whatever for deficiency, loss, damage or misdelivery of or to goods however or whenever caused or for delay however arising if the goods are unpacked or insufficiently or unsuitably packed except on proof that the deficiency, loss, damage, misdelivery or delay would have been suffered if the goods had been properly packed (when the company's liability shall be subject to condition 18 of these conditions).
- 19. Pending forwarding and delivery, goods may be warehoused or other wise held at any place or places at the sole discretion of the company at the customer's risk and expense.
- 20. The company shall be exempt from all liability whatever for deficiency, loss, damage or misdelivery of or to goods, or for delay arising out of or caused or contributed to by any of the following:
 - (A) vermin, moths, worms, weevils or Insects; (B) fire, explosion, act of god, storm or Flood; (C) strikes, combinations or lock-outs of any persons;
 - (D) civil commotion;
 - (E) enemies of the state;
 - (F) inherent vice or quality of the goods; (G) improper, insufficient, indistinct or Erroneous marking or addressing of goods
 - (H) nuclear radiation or fallout.
- 21. Deficiency or loss of or damage to goods must be notified in writing to the company within 21 days of the removal of the goods from the company's premises. If this condition is not complied with the company shall be exempt from all liability whatever for any deficiency, loss or damage how-ever or whenever caused.
- 22. The customer shall indemnify the company against all duties, taxes, liabilities, whether or not arising out of the negligence of the company, its servants or agents suffered or incurred by the company in the performance of its obligations hereunder, including any liability to indemnify any other person against claims made against such other person by the customer or by the owner.
- 23. Except where the company is instructed to pack the goods, the customer warrants that all goods have been properly, sufficiently and professionally packed and/or prepared.
- 24. Where in these conditions any matter is to be determined in accordance with the opinion of the company, the certificate of a director, chief executive or the secretary of the company for the time being shall be conclusive evidence as to any matter so certified.
- 25. These conditions, and any act or contract to which they apply, shall be governed by the laws of the republic of Ireland and within the exclusive jurisdiction of the courts of the republic of Ireland.



WAREHOUSING – CONDITIONS OF CONTRACT

Our logistics division operates under the iifa stand- ard trading terms and conditions and warehousing conditions.

CUSTOMER'S UNDERTAKINGS

("The company") is a member of the Irish inter- national freight association, is not a common carrier, and undertakes all services subject solely to the following conditions which can be varied only in writing by a director, company secretary or partner of the company. If a customer's acceptance document,purchase order or other documentation, received by the company before or after notification of these conditions, contains terms or conditions additional to, or at variance with these conditions, then every such additional or varying term or condition shall be of no effect.

IMPORTANT NOTE

The customer's attention is drawn specifically to condition 3. Condition 3 (ii) has been included herein solely to relieve the owner of the goods (including any associated packing and equipment) the subject of this contract ("the goods"), or the owner's agent, of the additional costs that the company would need to include to recover insurance charges were its liability not limited as provided for in condition 3 (ii). Condition 3 (iii) will become operative at the option of the customer on the terms provided therein.

WARRANTY OF AGENCY

1. The customer warrants that it is either the owner of the goods or is authorised by such owner to accept these conditions on the owner's behalf.

CUSTOMER'S UNDERTAKINGS

2. (I) the customer undertakes that:-
 - (A) when presented for warehousing, the goods shall be securely and properly packed in compliance with any statutory regulations or official or recognised standards and in such condition as not to cause damage or injury or the likelihood of damage or injury to the property of the company or to any other goods, whether by spreading of damp, infestation, leakage or the escape of fumes or substances or otherwise howsoever.
 - (B) before presentation of the goods for warehousing, the customer will inform the company in writing of any special precautions necessitated by the nature, weight or condition of the goods and of any statutory duties specific to the goods with which the company may need to comply.
 - (C) it will reimburse all duties and taxes that the company may be required to pay in respect of the goods, except to the extent that the company is required to

accept responsibility for them in accordance with condition 3.

- (D) unless prior to acceptance of the goods by the company, the company receives written notice containing all appropriate information, none of the goods constitute "waste" as defined in the environmental protection act 1990.
- (E) unless prior to acceptance of the goods by the company, the company receives written notice containing all appropriate information, none of the goods are or contain substances the storage of which would require the obtaining of any consent or licence or which, if they escaped from their packaging, would or may cause pollution of the environment or harm to human health.
- (ii) notwithstanding any notice under condition 3 (iii), if there is a breach of contract by the customer, the customer will indemnify the company against any loss or damage it suffers which is related to the breach, and will pay all costs and expenses (including professional fees) incurred in, and the company's reasonable charges for, dealing with the breach and its consequences. The customer will pay an extra storage charge equal to the amount of any fine or penalty payable by the company wholly or partly as a result of a breach by the customer of this contract. If the company suspects a breach of warranty in condition 1 or of any undertaking in condition 2 (i), it may demand the immediate removal of any goods held for the customer, or itself arrange their removal without notice, at the customer's expense.

COMPANY'S LIABILITY FOR GOODS AND OTHER LOSSES

3. (I) except as provided in condition 3(iii) below, the company does not insure the goods and the customer shall make arrangements to cover the goods against all risks to the full insurable value thereof.
- (ii) the company excludes liability for any claim relating to loss, damage, deterioration, delay, non-delivery, misdelivery, unauthorised delivery or non-compliance with instructions of or to or in connection with the goods ("claim"). This exclusion does not apply if a claim arises from the neglect or wilful act or default of the company, its employees (acting in furtherance of their duties as employees) or sub-contractors (acting in furtherance of their duties as sub-contractors). In any case, the company's liability shall not exceed a total of euro127 per

- (iii) tonne weight of that part of the goods in respect of which a claim arises. In no case shall the company be liable for any loss of profit or indirect or consequential loss of any kind.
- (A) the limit of liability in condition 3 (ii) may be increased by written notice, in which event:-
 - (A) the customer shall give written notice to be received by the company at least 7 days before the date on which the increased liability is required to be operative and shall specify the nature and the maximum value of the goods to be at risk inclusive of duty and taxes paid or payable thereon. Under no circumstances will the company's liability to the customer exceed the value given under this notice.
 - (B) the customer shall accept an increase in the company's charges to cover the costs incurred in insuring against the company's additional liability hereunder.
 - (iv) (a) the company shall not be liable for any claim unless it has received written notice of the claim from the customer within 21 days (7 days in the case of subcontract carriage) of the cause of the claim coming to the customer's knowledge or of the goods being delivered by the company to or to the use of the customer, whichever is the later.
 - (B) no legal proceedings may be brought against the company unless they are issued and served, and no counter claim may be raised unless full written details are received by the company, within 9 months of the event giving rise to the claim.
 - (V) the company shall not be liable hereunder for any loss or damage to the extent that the same is caused or contributed to by a breach of any of the customer's warranties and undertakings (or) by any of the circumstances by virtue of which the company is relieved of its contractual obligations in accordance with condition 8).

EMPLOYEES AND SUB-CONTRACTORS

- 4. (i) the customer and the owner of the goods will not take any proceedings against any employee or sub-contractor of the company for a claim.
- (ii) without prejudice to condition 4 (i), if an employee or sub-contractor pays or is liable to make a payment to the customer or owner of the goods in connection with a claim, the customer and the owner of the goods will each fully indemnify the company against any claim (including all costs and expenses) by the employee or sub-contractor against the company for reimbursement of or indemnity against that payment to the extent that it exceeds €127 per tonne weight of that part of the goods the subject of a claim or any higher figure agreed under condition 3(iii).
- iii) in any of the circumstances referred to in condition 4 (iv) hereof, and otherwise with the written consent of the customer, the company shall be entitled to sub-contract all or any part of its business and in this event these conditions shall apply to such services. The company shall be entitled to sub-contract with others for the security, cleaning, maintenance, repair and other services and works at the premises where the goods are located.

(iv) the circumstances referred to in condition 4 (iii) hereof are actual or anticipated storm, flood, fire, explosion, breakdown or failure of plant and/or machinery, riot, civil disturbance, industrial dispute, labour disturbance, requirement of a responsible authority or any emergency reasonably requiring such action by the company.

CHANGE OF CUSTOMER

- 5. The customer may give written authority for the goods or any part thereof to be transferred by the company to the account of another party but subject to the customer ensuring before the effective date of the transfer that such other party notifies the company in writing that it is to become the customer and is to be bound by these conditions and by any notice given under condition 3(iii) (a). Further, the customer agrees to continue to pay the company's charges until receipt by the company of the other party's written notification.

CHARGES, PAYMENTS AND LIEN

- 6. The company's charges, which may be increased from time to time by at least 21 days prior notice to the customer, shall be payable free of any deductions at such periodic intervals as may have been agreed between the parties and in any event on the earlier of (a) the expiry of any agreed period of credit and (b) the time immediately before the removal of the goods from the company's custody or control. Interest on amounts due and unpaid shall be payable from the date when payment of such amounts fell due and shall be calculated at the rate of 2 per cent for each calendar month during all or part of which a payment is overdue. Further, the company shall have on the goods a particular lien, as well as a general lien entitling it to retain the goods as security for payment of all sums due from the customer on any account (relating to the goods or not). Storage charges shall continue to accrue on any goods detained under lien.

TERMINATION

- (i) the goods shall be removed by the customer from the custody or control of the company at such date as may have been agreed between the parties. In the absence of such agreement, and otherwise where reasonably necessary, the company may at any time by notice in writing to the customer require the removal of the goods within 28 days from the date of such notice or, in the case of perishable goods, within 3 days.
- (ii) in the event of failure by the customer to pay any amount due to the company or to remove any of the goods from the custody or control of the company (notice in accordance with condition 7 (i) having been given) at the due time, the company may, without prejudice to its other rights and remedies against the customer, give notice in writing to the customer of the company's intention to sell or otherwise dispose of the goods at the customer's entire risk and expense if such amount is not paid and/or such goods are not removed within 28 days, or in the case of perishables within three days from the expiry of such period, date of such notice.

if such payment has not been made and/or the goods have not been so removed the company shall be entitled to sell or otherwise dispose of all or any part of the goods at the customer's own risk and expense by the best method reasonably available, and the proceeds of any sale or disposal shall be remitted to the customer after deduction there from of all expenses and all amounts due to the company from the customer on any account.

(iii) in the case of perishable goods, notice under condition 7 (ii) may be combined with a notice under condition 7(i).

OTHER CONDITIONS OF BUSINESS

11. If the business undertaken comprises or includes any of the following activities, then these conditions shall still apply to the activity except to the extent that they are inconsistent with the company's own standard terms (if any) for such activity in which case those standard terms shall apply.
- (A) carriage of goods over public roads (other than in connection with the loading or unloading of the goods and the transfer of the goods as referred to in condition 9 (ii).
 - (B) vehicle repair and maintenance. (C) freight forwarding

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FRUSTRATION OF CONTRACT

8. The company shall be relieved of its contractual obligations to the extent that their performance is prevented by, or their non-performance results wholly or partly, directly or indirectly from the act, neglect, or default of the customer, including any breach by the customer of these conditions, or by storm, flood, fire, explosion, breakdown or failure of plant and/or machinery, riot, civil disturbance, industrial dispute, labour disturbance or cause beyond the reasonable control of the company.

GENERAL

9. (i) each exclusion or limitation in these conditions exists separately and cumulatively.
 (ii) when reasonably necessary and at the discretion of the company the goods may be carried, stored or handled with other compatible goods or transferred between stores.
 (iii) any notice or statement of account given by the company to the customer shall be duly given if left at or sent by first class post to the last known address of the customer or by facsimile to the last notified number and such notice or account shall if posted be deemed to have been given 2 working days after posting and, if by facsimile, the next working day.

GOVERNING LAW

10. All contracts between the company and the customer shall be governed in all respect by the laws of the republic of Ireland and the customer hereby submits to the exclusive jurisdiction of the courts of the republic of Ireland.



LOGISTICS DIVISION - STANDARD TRADING CONDITIONS

Our logistics division operates under the iifa standard trading terms and conditions and warehousing conditions.

The customer's attention is drawn to the clauses hereof which exclude or limit the company's liability and those which require the customer to indemnify the company in certain circumstances.

DEFINITIONS AND APPLICATION

1. In these conditions:-

- "Company" is the forwarding division of the Doyle Shipping Group (Doyle Shipping Group is an iifa member) trading under these conditions.
 - "Person" includes persons or any body or bodies corporate.
 - "The owner" means the owner of the goods (including any packaging, containers or equipment) to which any business concluded under these conditions relates and any other person who is or may be-
come interested in them.
 - "Customer" means any person at whose request or on whose behalf the company undertakes any business or provides advice, information or services.
2. (A) subject to sub-paragraph (b) below, all and any activities of the company in the course of business whether gratuitous or not are undertaken subject to these conditions.
(B) if any legislation is compulsorily applicable to any business undertaken, these conditions shall, as regards such business, be read as subject to such legislation and nothing in these conditions shall be construed as a surrender by the company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these conditions be repugnant to such legislation to any extent such part shall as regards such business be overridden to that extent and no further.
3. The customer warrants that he is either the owner or the authorised agent of the owner and also that he is accepting these conditions not only for himself but also as agent for and on behalf of the owner.
4. In authorising the customer to enter into any contract with the company and/ or in accepting any document issued by the company in connection with such contract, the owner and consignee accept these conditions for themselves and their agents and for any parties on whose behalf they or their agents may act, and in particular, but without prejudice to the generality of this clause, they accept that

the company shall have the right to enforce against them jointly and severally any liability of the customer under these conditions or to recover from them any sums to be paid by the customer which upon proper demand have not been paid.

THE COMPANY

5. (A) subject to clauses 13 and 14 below, the company shall be entitled to procure any or all of its services as an agent or to provide those services as a principal.
(B) the offer and acceptance of an inclusive price for the accomplishment of any service or services shall not itself determine whether any such service is or services are to be arranged by the company acting as agent or to be provided by the company acting as a contracting principal.
(C) when acting as an agent the company does not make or purport to make any contract with the customer for the carriage, storage, packing or handling of any goods nor for any other physical service in relation to them and acts solely on behalf of the customer in securing services by establishing contracts with third parties so that direct contractual relationships are established between the customer and such third parties.
(D) the company shall on demand by the customer provide evidence of any contract entered into as agent for the customer. In so far as the company may be in default of this obligation, it shall be deemed to have contracted with the customer as a principal for the performance of the customer's instructions.
6. When and to the extent that the company has contracted as principal for the performance of any of its services, it under- takes to perform and/ or in its own name to procure the performance of those services, and subject always to the totality of these conditions and in particular to clauses 26-29 hereof accepts liability for loss of or damage to goods taken into its charge occurring between the time when it takes the goods into its charge and the time when the company is entitled to call upon the customer, consignee or owner to take delivery of the goods.
7. When and to the extent that the company in accordance with these conditions is acting as an agent on behalf of the customer, the company shall be entitled and the customer hereby expressly authorises the company to enter contracts into on

behalf of the customer:-
 for the carriage of goods by any route or means or person;
 for the storage, packing, transshipment, loading, unloading or handling of the goods by any person at any place and for any length of time;
 for the carriage or storage of goods in or on transport units as defined in clause 19 and with other goods of whatever nature; and
 to do such acts as may in the opinion of the company be reasonably necessary in the performance of its obligations in the interests of the customer.

The company reserves to itself a reasonable liberty as to the means, route and procedure to be followed in the handling, storage and transportation of goods.

The company shall be entitled to perform any of its obligations herein by itself or by its parent, subsidiary or associated companies. In the absence of agreement to the contrary any contract to which these conditions apply is made by the company on its own behalf and also as agent for and on behalf of any such parent, subsidiary, or associated company, and any such company shall be entitled to the benefit of these conditions.

(A) subject to sub-clause b) hereof, the company shall have a general lien on all goods and documents relating to goods in its possession, custody or control for all sums due at any time from the customer or owner, and shall be entitled to sell or dispose of such goods or documents as agent for and at the expense of the customer and apply the proceeds in or towards the payment of such sums on 28 days notice in writing to the customer. Upon accounting to the customer for any balance remaining after payment of any sum due to the company and the costs of sale or disposal the company shall be discharged of any liability whatsoever in respect of the goods or documents. when the goods are liable to perish or deteriorate, the company's right to sell or dispose of the goods shall arise immediately upon any sum becoming due to the company subject only to the company taking reasonable steps to bring to the customer's attention its intention of selling or disposing of the goods before doing so.

The company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to freight forwarders.

(A) if delivery of the goods or any part thereof is not taken by the customer, consignee or owner, at the time and place when and where the company is entitled to call upon such person to take delivery thereof, the company shall be entitled to store the goods or any part thereof at the sole risk of the customer, whereupon the liability of the company in respect of the goods or that part thereof stored as aforesaid shall wholly cease and the cost of such storage if paid for or payable by the company or any

agent or subcontractor of the company shall forth with upon demand be paid by the customer to the company.

(B) the company shall be entitled at the expense of the customer to dispose of (by sale or otherwise as may be reasonable in all the circumstances):-

(i) on 28 days notice in writing to the customer, or where the customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the company to have any interest in the goods, any goods which have been held by the company for 90 days and which cannot be delivered as instructed; and

(ii) without prior notice, goods which have perished, deteriorated or altered or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to third parties or to contravene any applicable laws or regulations.

13. (A) no insurance will be effected except upon express instructions given in writing by the customer and all insurances effected by the company are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. Unless otherwise agreed in writing the company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy held by the company.

(B) insofar as the company agrees to arrange insurance, the company acts solely as agent for the customer using its best endeavours to arrange such insurance and does so subject to the limits of liability contained in clause 29 hereof.

14. (A) except under special arrangements previously made in writing or under the terms of a printed document signed by the company, any instructions relating to the delivery or release of goods in specified circumstances only, such as (but without prejudice to the generality of this clause) against payment or against surrender of a particular document, are accepted by the company only as agents for the customer where third parties are engaged to effect compliance with the instructions.

(B) the company shall not be under any liability in respect of such arrangements as are referred to under sub-clause (a) hereof save where such arrangements are made in writing.

(C) in any event, the company's liability in respect of the performance or arranging the performance of such instructions shall not exceed that provided for in these conditions in respect of loss of or damage to goods.

Advice and information, in whatever form it may be given, is provided by the company for the customer only and the customer shall indemnify the company against any liability, claims, loss, damage, costs or expenses arising out of any other persons relying upon such advice or information. Except under special arrangements previously made in writing, advice and information which is not related to specific instructions

accepted by the company is provided gratuitously and without liability.

(A) except under special arrangement previously made in writing the company will not accept or deal with bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, live stock or plants. Should any customer nevertheless deliver any such goods to the company or cause the company to handle or deal with any such goods otherwise than under special arrangements previously made in writing the company shall be under no liability whatsoever for or in connection with such goods howsoever arising. the company may at any time waive its rights and exemptions from liability under sub-clause (a) above in respect of any one or more of the categories of goods mentioned herein or of any part of any category. If such waiver is not in writing, the onus of proving such waiver shall be on the customer.

Except following instructions previously received in writing and accepted by the company, the company will not accept or deal with goods of a dangerous or damaging nature, nor with goods likely to harbour or encourage vermin or other pests, nor with goods liable to taint or affect other goods. If such goods are accepted pursuant to a special arrangement and then in the opinion of the company they constitute a risk to other goods, property, life or health, the company shall where reasonably practicable contact the customer, but reserves the right at the expense of the customer to remove or otherwise deal with the goods.

Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others, no declaration of value where optional will be made except under special arrangements previously made in writing.

The customer warrants: that the description and particulars of any goods furnished by or on behalf of the customer are full that all goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stow age, labelling and marking are appropriate to any operations or transactions affecting the goods and the characteristics of the goods. that where the company receives the goods from the customer already stowed in or on a container, trailer, tanker, or any other device specifically constructed for the carriage of goods by land, sea or air (each hereafter individually referred to as "the transport unit"), the transport unit is in good condition, and is suitable for the carriage to the intended destination of the goods loaded therein or thereon.

Should the customer otherwise than under special arrangements previously made in writing as set out in clause 17 above deliver to the company or cause the company to deal with or handle goods of a dangerous or damaging

nature, or goods likely to harbour or encourage vermin or other pests, or goods liable to taint or affect other goods, he shall be liable for all loss or damage arising in connection with such goods and shall indemnify the company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the goods may be dealt with in such manner as the company or any other person in whose custody they may be at any relevant time shall think fit.

21. The customer undertakes that no claim shall be made against any director, servant, or employee of the company which imposes or attempts to impose upon them any liability in connection with any services which are the subject of these conditions and if any such claim should never the less be made, to indemnify the company against all consequences thereof.

22. The customer shall save harmless and keep the company indemnified from and against:- all liability, loss, damage, costs and expenses whatsoever (including without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the goods) arising out of the company acting in accordance with the customer's instructions or arising from any breach by the customer of any warranty contained in these conditions or from the negligence of the customer, and

(B) without derogation from sub-clause (a) above, any liability assumed or incurred by the company when by reason of carrying out the customer's instructions the company has reasonably become liable or may become liable to any other party, and (c) all claims, costs and demands whatsoever and by whomsoever made or proffered in excess of the liability of the company under the terms of these conditions regardless whether such claims, costs and demands arise from or in connection with the negligence or breach of duty of the company, its servants, sub-contractors or agents, and (D) any claims of a general average nature which may be made on the company.

23. (A) the customer shall pay to the company in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counter claim or set-off. (B) in respect of all sums which are overdue the customer shall be liable to pay to the company interest calculated at 4% above the prime lending rate for the time being of allied Irish banks plc.

24. Despite the acceptance by the company of instructions to collect freight, duties, charges or other expenses from the consignee or any other person the customer shall remain responsible for such freight, duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by such consignee or other person when due.

Where liability for general average arises in connection with the goods, the customer shall promptly provide security to the company or to any other party designated by the company in a form acceptable to the company.

LIABILITY AND LIMITATION

The company shall perform its duties with a reasonable degree of care, diligence, skill and judgement.

The company shall be relieved of liability for any loss or damage if and to the extent that such loss or damage is caused by:-

- strike, lock-out, stoppage or restraint of labour, the consequences of which the company is unable to avoid by the exercise of reasonable diligence;
- any cause or event which the company is unable to avoid and the consequences whereof the company is unable to prevent by the exercise of reasonable diligence.

Except under special arrangements previously made in writing the company accepts no responsibility for departure or arrival dates of goods.

(A) subject to clause 2(b) above and sub-clause (d) below the company's liability howsoever arising and notwithstanding that the cause of loss or damage be unexplained shall not exceed

(I) in the case of claims for loss or damage to goods

the value of any goods lost or damaged, or a sum at the rate of two special drawing rights as defined by the international monetary fund (hereinafter referred to as sdr's), per kilo of gross weight of any goods lost or damaged whichever shall be the least.

(ii) in the case of all other claims

(A) the value of the goods the subject of the relevant transaction between the company and its customer, or

a sum at the rate of two sdr's per kilo of the gross weight of the goods the subject of the said transaction, or

75,000 sdr's in respect of any one transaction whichever shall be the least. For the purposes of clause 29(a) the value of the goods shall be their value when they were or should have been shipped. The value of sdr's shall be calculated as at the date when the claim is received by the company in writing.

subject to clause 2(b) above, and sub-clause (d) below, the company's liability for loss or damage as a result of failure to deliver or arrange delivery of goods in a reasonable time or (where there is a special arrangement under clause 28) to adhere to agreed departure or arrival dates shall not in any circumstances whatever exceed a sum equal to twice the amount of the company's charges in respect of the relevant transaction. save in respect of such loss or damage as is referred to at sub-clause (b) and subject to clause 2(b) above and sub-clause (d) below, the company shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profits, loss of market or the consequences of delay or deviation however caused.

(D) by special arrangement agreed in writing, the company may accept liability in excess of the limits set out in sub-clauses (a) to (c) above upon the customer agreeing to pay the company's additional charges for accepting such increased liability. Details of the company's additional charges will be provided upon request.

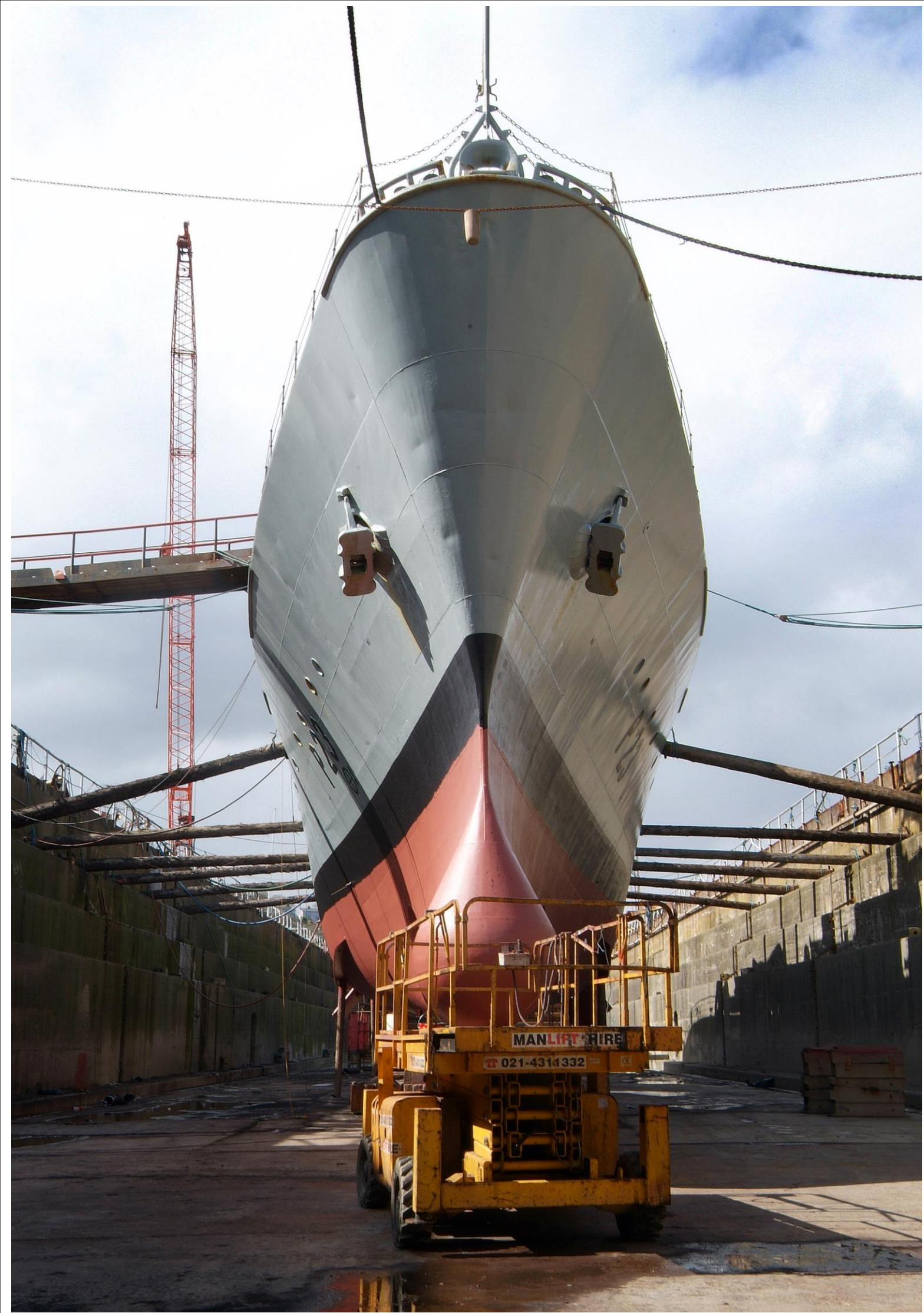
30. (A) any claim by the customer against the company arising in respect of any service provided for the customer or which the company has undertaken to provide shall be made in writing and notified to the company within 14 days of the date upon which the customer became or should have become aware of any event or occurrence alleged to give rise to such claim and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where the customer can show that it was impossible for him to comply with this time limit and that he has made the claim as soon as it was reasonably possible for him to do so.

(B) notwithstanding the provisions of sub-paragraph (a) above the company shall in any event be discharged of all liability whatsoever howsoever arising in respect of any service provided for the customer or which the company has undertaken to provide unless suit be brought and written notice thereof given to the company within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the company.

JURISDICTION AND LAW

31. These conditions and any act or contract to which they apply shall be governed by the laws of the Republic of Ireland and any dispute arising out of any act or contract to which these conditions apply shall be subject to the exclusive jurisdiction of the courts of the republic of Ireland.

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SHIP REPAIR - STANDARD CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

It is the Customer's responsibility to read and understand these Conditions. The Customer's attention is specifically drawn to Clause 16 which excludes and/or limits the liability of the Company and Clause 17.1 (b) which limits the time for notification of any claims.

1. General

- 1.1 These Conditions shall be incorporated into all Contracts and Estimates for the supply of goods and for the work to be done by DSG Ship Repair howsoever constituted and shall govern all work done or services rendered by DSG Ship Repair and shall override and exclude any other terms stipulated and/or referred to by the Customer. All orders placed by the Customer shall be deemed subject to these Conditions. No variation to these Conditions shall be binding unless agreed in writing between DSG Ship Repair and the Customer.

2. Definitions

- 2.1 In these Conditions the following expressions shall be defined as follows:-

"**Completion**" means completion of the Contract Work.

"**Contract**" means the agreement howsoever made by or on behalf of the Customer and DSG Ship Repair. In the event that the Contract is made by any person, firm or corporation other than, or purporting to act as agent for, the Customer that person, firm or corporation shall be responsible jointly and severally with the Customer to DSG Ship Repair for the performance of the obligations of the Customer under the Contract and communication by the Contract to such person or corporation of these Conditions shall constitute communication to the Customer.

"**Contract Period**" means the period agreed between the Parties for the performance of the Contract Work.

"**Contract Price**" means the agreed price excluding VAT for the Scope of Work.

"**Contract Work**" means the Scope of Work as the same may be amended from time to time by agreement between the Parties.

"**Customer**" means the Owner of the Vessel the subject of the Contract Work and/or the person, firm or corporation ordering work to be carried out in accordance with the Contract.

"**Delivery**" means delivery of the Vessel to DSG Ship Repair

"**Extras**" means all work ordered by or on behalf of the Customer in addition to or modification of the Scope of Work.

"**Order**" means a request for the Scope of Work by the Customer to DSG Ship Repair

"**Parties**" means DSG Ship Repair and the Customer.

"**Redelivery**" means redelivery of the Vessel to the Customer.

"**Scope of Work**" means the work provided for in the Customer's specification.

"**Sub-Contractor(s)**" means and includes all persons instructed or engaged by DSG Ship Repair to do work, render services, supply materials or equipment, or provide accommodation or services in connection with the Contract Work.

"**Vessel**" means the Ship, Rig or other structure the subject of the Contract and includes any part, machinery or equipment thereof or intended for.

"**Yard**" means the premises of DSG Ship Repair

3. Quotations and Estimates

- 3.1 No quotation or estimate made by DSG Ship Repair shall be binding on DSG Ship Repair in any way until the acceptance of an Order has been confirmed in writing by DSG Ship Repair.

4. Prices

- 4.1 All prices for the supply of materials are Ex-Works, exclusive of taxes and duties; they do not include costs relating to packing, packaging material or to insurance, if any.

5. Cost Variations

- 5.1 Quotations and prices are based on the current cost of production/materials and services and are subject to amendment before, on or after the acceptance of an Order to meet any rise or fall that may take place in the cost of materials, wage rates and working conditions. Where materials have to be imported, the cost of such materials is based on the current rate of exchange parity of the Euro against the currency of the country from which the material is imported and any change in the exchange rate between the currencies will be to the charge or the credit of the Customer.

6. Delivery and Redelivery

- 6.1 The Vessel shall be delivered to the Yard at the risk and expense of the Customer. Transport insurance shall not be arranged by DSG Ship Repair unless at the written request of and at the expense of the Customer.
- 6.2 Time for delivery shall commence after DSG Ship Repair has the Order in writing and after all the information needed to complete the Scope of Works is in DSG Ship Repair's possession and any required instalment, if any, has been paid.
- 6.3 The Vessel will be redelivered by DSG Ship Repair at the Yard.

7. Contract Period

- 7.1 Every endeavour will be made to execute the Contract within the Contract Period, but no liability is accepted in regard thereto. All Orders are accepted subject to DSG Ship Repair's ability to procure supplies of any necessary materials for the purpose.

8. Payment

- 8.1 Payment by the Customer for Contract Work, any applicable disbursements and Extras done shall be made without deduction, counterclaim or set-off on Completion and prior to Redelivery unless otherwise agreed in writing by DSG Ship Repair. The ownership of any materials supplied shall not pass to the Customer until after payment has been made in full for the materials or works supplied. DSG Ship Repair shall be entitled to exercise a lien on the Vessel for any sums due to DSG Ship Repair on or before Completion and shall not be obliged to redeliver the Vessel until all outstanding sums together with any accrued interest have been received in full by DSG Ship Repair. Any claim by a Customer under or in connection with the Contract or any other matter shall be pursued by separate action and shall not affect the right of DSG Ship Repair to payment under this Contract.
- 8.2 If, in the opinion of DSG Ship Repair the size or value of the Contract Work so requires, DSG Ship Repair may demand payment by one or more instalments, for such amounts and at such times as DSG Ship Repair shall in its absolute discretion decide. No forbearance however on the part of DSG Ship Repair in demanding interim payments under the Contract shall prejudice or affect the entitlement of DSG Ship Repair to require payment of the balance of Contract Price upon Completion.
- 8.3 Any Extras or credit for work not carried out shall be paid for or allowed for on Completion. Any changes in the Contract Price due to changes in the prices of materials, wages and working conditions and all other additional costs and expenses, including penalties, shall be paid and settled at the time of Completion.
- 8.4 Interest as from the due date shall be payable by the customer in respect of all overdue payments in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012 as amended and no formal demand shall be required.

- 8.5 Should the customer be overdue with any payment, all amounts owed by him to DSG Ship Repair for work or goods, together with any interest accrued, shall become payable forthwith in full, regardless of the progress that has been made with the work and DSG Ship Repair may demand payment thereof at once. In such event DSG Ship Repair may suspend work on all orders accepted from the Customer until all sums which have become payable as aforesaid have been paid.
- 9. Insurance**
- 9.1 The Customer shall keep the Vessel fully insured and shall ensure that all insurances for Hull and Machinery, Protection and Indemnity and all other marine risks are in force throughout the Contract Period.
- 10. Trials and Tests**
- 10.1 The cost of any trials or test or movement of the Vessel shall be at the Customer's sole risk and expense, unless otherwise agreed in writing by DSG Ship Repair. Neither DSG Ship Repair nor any Sub-contractor shall be under any liability whatsoever to the Customer for any act or default in, or arising out of, such trials, tests or movements and the Customer shall keep DSG Ship Repair and any Sub-contractor fully indemnified in respect of any claims whatsoever brought by third parties against DSG Ship Repair or Sub-contractor howsoever arising out of such trials, tests or movements.
- 11. Drawings**
- 11.1 All drawings, designs, diagrams, estimates, etc. shall remain the property of DSG Ship Repair and shall not, without DSG Ship Repair's written consent, be copied in whole or in part or be handed or produced to any third person. DSG Ship Repair shall not be required to furnish detailed drawings. The copyright of all drawings, designs, diagrams, etc. produced or furnished by DSG Ship Repair shall remain the property of DSG Ship Repair and the same shall be returned to DSG Ship Repair forthwith at DSG Ship Repair's request.
- 12. Scrap materials**
- 12.1 Unless otherwise agreed in writing by DSG Ship Repair all scrap materials shall become the property of DSG Ship Repair.
- 13. Customer Personnel**
- 13.1 Any Customer bringing on board the Vessel any independent contractors or Customers' employees or subcontractors to undertake or supervise work on its behalf do so at their own risk and expense. The Customer undertakes to keep DSG Ship Repair fully indemnified against any and all claims by or liability to independent contractors, subcontractors or the Customers' employees howsoever caused on board the Vessel or in the Yard or elsewhere in connection with the Contract.
- 13.2 In the event that the Customer provides personnel to assist or to instruct DSG Ship Repair with the Contract Works such personnel shall always be the employees of the Customer and DSG Ship Repair shall have no liability whatsoever, and shall be indemnified by the Customer, in respect of any defect, liability or claim arising from work that is carried out under the Customer's control or supervision.
- 14. Docking Contracts, Ship Repairing and other Services**
- 14.1 The concluding of contracts for the docking of ship and such-like is conditional upon the right of DSG Ship Repair to give priority to ships that need emergency repair and to the order of the Irish Government to give priority to other ships either Warships or Merchant Ships without compensation or damages, to the Customer.

15. Third Party Liability

15.1 DSG Ship Repair shall not be liable for any damage caused by defects or deficiencies in any docks and premises which are not its property or permanently occupied by it, or by any defect in cranes or other equipment not owned by it and the Customer shall indemnify DSG Ship Repair in respect of any claim by the Owner of such docks, premises, cranes or equipment arising out of the Contract Work except to the extent that (subject to the Limits of Liability set in clause 16) any such claim results solely from the negligence of DSG Ship Repair.

16. Liability

16.1 DSG Ship Repair shall not be liable to the Customer in either contract, tort, bailment or otherwise except for any damage caused by the negligence of DSG Ship Repair and, subject always to clause 21, any such liability itself shall be strictly subject to the following overriding limitations and exceptions:-

- (a) The total liability of DSG Ship Repair to the Customer or of any sub-contract shall be limited in respect of any defect or event (and a series of accidents arising out of the same defect or event shall constitute one defect or event) to:
- i. the sum of €2,600.000; or
 - ii. the value of the Vessel or property under construction or repair whichever shall be the lesser.

16.2 In no circumstances whatsoever shall DSG Ship Repair, or any Sub-Contractor be liable for loss of use or profit or any other direct or indirect economic or pecuniary loss including loss of market howsoever arising.

16.3 All liability of every kind of DSG Ship Repair shall (save as provided in Clause 17) cease from Completion of the Contract Works.

16.4 DSG Ship Repair's obligations under this Contract are in substitution for any

condition, duty or warranty implied by common law or statute (including without limitation the Sale of Goods Act and Supply of Services Act 1980 and any such condition, duty or warranty is hereby expressly excluded.

16.5 DSG Ship Repair contracts on behalf of all employees and Sub-Contractors as well as itself and the Customer contracts on behalf of all interests in the Vessel as well as the Customer to the intent that this Clause shall bind such interests and accrue to the benefit of DSG Ship Repair and its employees and Sub-Contractors.

16.6 It is expressly understood and agreed that the provisions of this Clause 16 shall apply to and survive the termination of the Contract in any circumstances.

16.7 Nothing contained in this Contract shall affect any right which DSG Ship Repair or any Sub-Contractor may otherwise have to limit its liability under any statutory enactment for the time being in force.

16.8 DSG Ship Repair shall not be liable for any loss or damage caused by the Customer's failure to fulfil his responsibilities under the Contract or for any matter within the control of the Customer, and the Customer will indemnify DSG Ship Repair against any loss, damage, costs, claims and expenses suffered by DSG Ship Repair as a result of any failure by the Customer to perform any of the terms and conditions of the Contract.

17. Guarantees

17.1 Provided that no alterations or additions have been made to the Contract Work without the approval or consent of DSG Ship Repair and provided that the Customer has observed all instructions from DSG Ship Repair in relation to the use and maintenance of the Contract Work, DSG Ship Repair will, subject to the limitations provided in clause 16 (a) make good any defective workmanship or to replace any defective materials

strictly subject to the following conditions:

- (a) DSG Ship Repair's liability in respect of faults in construction, materials and/or in manufacture, shall be strictly limited to a period of one month from the time of Completion.
- (b) The Customer must notify DSG Ship Repair within said period of one month of any such defect by registered letter.
- (c) DSG Ship Repair shall not bear any liability in respect of materials and/or structures supplied to DSG Ship Repair by the Customer or specified by him, nor shall DSG Ship Repair bear liability for defects resulting from any statutory requirements or regulations regarding the specifications nature and the quality of materials employed.
- (d) As regards parts not made by DSG Ship Repair itself, DSG Ship Repair's liability shall be limited to the amount it can recover from its own supplier.
- (e) Parts which are to be replaced by DSG Ship Repair under this clause shall be supplied to the Customer by DSG Ship Repair free of charge.
- (f) If, for any reason whatsoever, DSG Ship Repair should be unable to supply the customer with parts which DSG Ship Repair has to replace hereunder, then DSG Ship Repair shall not be required to reimburse the Customer with any amount in excess of the price originally paid by DSG Ship Repair for these or similar parts.
- (g) DSG Ship Repair shall, on no account, be liable for any damage, either direct or indirect, caused to the Customer's business owing to stoppages or otherwise due to defective workmanship or materials or otherwise howsoever arising.

17.2 Repairs to be done under this clause shall be carried out in DSG Ship Repair's workshops and the Customer shall return to the Ship/Vessel or article fabricated, free of charge to DSG Ship Repair. In case it is not practical to return the Ship/Vessel or article to the DSG Ship Repair's workshops, the Customer may carry out the repairs himself but DSG Ship Repair's liability in such circumstances will be limited to the amount the repairs would have cost DSG Ship Repair in DSG Ship Repair's own workshops and this cost will be specified by DSG Ship Repair prior to any work be carried out, on the Customer's request.

17.3 All alleged failure by DSG Ship Repair to fulfil its commitments hereunder shall not release the Customer from his obligations under this or any other contract with DSG Ship Repair.

18. Delay of Customer

18.1 In the event that the Contract Work is delayed or interrupted by failure of the Customer or any subcontractor employed by the Customer to supply parts, equipment, material or services essential to the progress of the Contract Work, DSG Ship Repair shall be entitled to suspend work on the Contract and/or recover from the Customer the costs of undocking and docking, towage, berthing, watchmen and (without limitation) any other costs or losses arising from such delay, interruption or suspension.

19. Delay in Redelivery/Liquidated Damages

19.1 In the event of any delay in Completion of the Contract Work of 7 days or less (or otherwise as agreed by DSG Ship Repair and the Customer) DSG Ship Repair will have no liability to the Customer for such delay and in which case no damages shall be payable to the Customer. In the event that Completion is delayed for more 7 days, DSG Ship Repair shall pay to the Customer, as liquidated damages, 0.25% of the Contract Price for each full week by which the delay exceeds 7 days. The

total amount of liquidated damages payable by DSG Ship Repair shall, however, not exceed the actual economic damages sustained by the customer and shall in all circumstances be limited to a maximum of 5% of the Contract Price.

20. Trademarks, Patents etc.

20.1 In the event of manufacture in accordance with drawings, models or any other directions of any nature supplied by the Customer he or they shall save harmless DSG Ship Repair from and against all claims and proceedings for or on account of infringement of any patent, rights, design, trademark, or name, or their protected rights in respect of the manufacture and/or delivery of the relevant product, and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect or in relation thereto.

20.2 Should any third person raise objection to the manufacture and/or delivery of the relevant product on the grounds of any alleged right, DSG Ship Repair may stop manufacture and/or delivery forthwith and may notify the Customer accordingly and demand payment of any costs and expenses incurred, with damage, and DSG Ship Repair shall not be required to pay compensation to the Customer or any third person.

21. Force Majeure

21.1 In the event of "force majeure" affecting DSG Ship Repair: such force majeure to include strikes, lock-outs, civil commotion, state of war, fire, storm, floods, breakdowns and stoppages, delay in delivery of materials or parts ordered by DSG Ship Repair, government regulations, stoppage due to frost and any other circumstances outside DSG Ship Repair's control, whereby DSG Ship Repair cannot reasonably be required to complete the Contract Work in time, irrespective of whether or not such circumstances were foreseeable when the Contract was made or not, the time of Completion

shall be extended by the length of the delay due to such force majeure.

21.2 The foregoing also applies if the force majeure occurs after Completion ought to have taken place.

21.3 Delay in Completion owing to force majeure affecting DSG Ship Repair shall not in any way entitle the Customer to cancel the Contract, to alter the conditions of payment and/or to claim any discount, reduction or damages. This provision shall likewise apply in case of force majeure affecting any sub-suppliers and Sub-Contractors.

22. Loss or Damage to Vessel

22.1 If damage to the Vessel in the course of the Contract Work amounts to an actual or constructive or arranged total loss of the Vessel or if by reason of some supervening enactment or event the Contract is otherwise frustrated at law, the Contract shall thereupon be terminated whereupon the Customer shall pay to DSG Ship Repair an amount equivalent to the cost of any materials purchased for the Contract prior to termination and the services provided by DSG Ship Repair. Such sum shall include any sums paid by the Customer to DSG Ship Repair before frustration.

22.2 In the event the Contract is not terminated pursuant to sub-clause 22.1 the Customer shall pay to DSG Ship Repair in addition to the Contract Price the cost of repairing the damage less any amount for which DSG is liable to the Customer for in accordance with Clause 16.

23. Termination/Cancellation

23.1 Should the customer fail to observe any stipulation of these Conditions and/or of any other provisions of the Contract and/or any contracts consequence thereupon, DSG Ship Repair may without formal demand or notice of default or legal proceedings, terminate without further notice all contracts made

with the Customer, without prejudice to any other rights it may have.

- 23.2 The Customer may not cancel the Contract without the prior written consent of DSG Ship Repair, which if given shall be deemed to be on the express condition that the Customer shall indemnify DSG Ship Repair against all loss (including loss of profit), damage, expenses, claims or actions arising out of such cancellation unless otherwise agreed in writing.

24. Insolvency of Customer

- 24.1 Without prejudice to any other right or remedy available to DSG Ship Repair, in the event that the Customer:
- (a) makes any voluntary arrangement with its creditors; or
 - (b) becomes subject to an administration order of (being an individual or firm); or
 - (c) becomes bankrupt; or
 - (d) goes into liquidation; or
 - (e) a receiver is appointed, of any of the property or assets of the Customer; or
 - (f) DSG Ship Repair reasonably apprehends that any of the events mentioned in (a) to (e) above is about to occur in relation to the Customer and notifies the Customer accordingly;

DSG Ship Repair shall be entitled to cancel the Contract or suspend any further Contract Work without any liability to the Customer, and if any Contract Work has been completed but not paid for, the Contract Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

25. Disputes

- 25.1 A dispute shall be deemed to exist if either party fails to pay a debt due to the other party without contesting the correctness thereof or if either party claims that a dispute exists.

- 25.2 All disputes, and differences, of any nature whatsoever arising from any contract to which these conditions apply or from any provision of any such contract or arising from contracts consequent upon any such contract or provisions, shall be referred for decision to arbitration unless DSG Ship Repair shall prefer to proceed by way of litigation in the ordinary courts. The place of arbitration shall be Ireland. The language to be used in the arbitral proceedings shall be English. There shall be three arbitrators, appointed as follows:

- (a) each party shall appoint an arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator who shall act as chairman of the tribunal;
- (b) if either party fails to appoint an arbitrator within 30 days of receipt of notice of the appointment of an arbitrator by the other party, such arbitrator shall at the request of that party be appointed by the Chairman for the time being of the Chartered Institute of Arbitrators/Engineers Ireland/Law Society of Ireland/The Bar of Ireland;
- (c) if the two arbitrators to be appointed by the parties fail to agree upon a third arbitrator within 30 days of the appointment of the second arbitrator, the third arbitrator shall be appointed at the written request of either party by the Chairman for the time being of the Chartered Institute of Arbitrators/Engineers Ireland/Law Society of Ireland/The Bar of Ireland.

26. Regulations

- 26.1 Any and all vessels entering the Yard for repair and the Customer, Superintendents, Officers and crew and any contractors engaged by the Customer shall be subject to all regulations and operating procedures in place and the Customer shall be solely responsible for any loss or damage resulting from any disregard or non-compliance with such regulations or procedures or any of them and/or any failure to comply with any statutory provisions including but not limited to the Safety, Health and Welfare at Work Act 2005 and Safety, Health, Welfare at Work (General Application) Regulations 2007.

27. Jurisdiction and Applicable Law

- 27.1 All contracts or sub-contracts to which these conditions apply shall be deemed to have been made in Ireland and shall be subject to and construed in accordance with the laws of the Republic of Ireland.

28. No waiver

- 28.1 No failure or forbearance of DSG Ship Repair to exercise any of its rights or remedies under the Contract shall constitute a waiver thereof or prevent DSG Ship Repair from subsequently exercising any such rights or remedies in full.