

FENDERCARE TERMS AND CONDITIONS FOR LIFTING AND TESTING SERVICES

1. Interpretation

In these Terms:

‘CLIENT’ means the person or entity named on the Work Order for whom the Supplier has agreed to provide the Specified Service and/or (if Goods are being supplied) who accepts a quotation of the Supplier for the sale of the Goods or whose order for the Goods is accepted by the Supplier in accordance with these Terms, together with that person’s contractors, agents and employees.

‘CLIENT’S EQUIPMENT’ means any and all applicable materials or other supplies including but not limited to, instruments, equipment, bollards (including without limit the surface of and materials used to anchor or install any bollard(s)) and Vessels or Vessel components to be provided to the Supplier by the Client in order to facilitate the provision of the Specified Service as agreed and set out in the Work Order.

‘CONTRAC’ means the contract for the provision of the Specified Service and/or the contract for the purchase and sale of any specified Goods as the case may be.

‘DOCUMENT’ includes, in addition to a document in writing, any map, general arrangement of the Vessel, plan, graph, drawing or photograph, any film, negative, tape, disc or other device embodying visual images and any disc, tape or other device embodying any other data.

‘GOODS’ means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with these Terms and set out in the Work Order

‘INPUT MATERIAL’ means any Documents or other materials and any data or other information provided by the Client relating to the Specified Service

‘OUTPUT MATERIAL’ means any Documents or other materials, and any data or other information produced by the Supplier in performance of the Specified Service

‘PARTY’ or **‘PARTIES’** shall mean either the Supplier or the Client individually or collectively as the context so dictates.

‘SITE’ means the location at which the Specified Service is to be provided as set out in the Work Order.

‘SPECIFIED SERVICE’ means the service to be provided by the Supplier for the Client and referred to in the Work Order including Vessel crange, lifting services and/or testing services (including, without limit, bollard testing, non-destructive testing (“NDT”) (which includes, without limit, magnetic particle inspection and dye pen testing) and any other testing services that the Supplier may agree to carry out for the Client from time to time).

‘SUPPLIER’ means the Fendercare Company to which the Work Order is addressed

‘SUPPLIER’S CHARGES’ means the charges shown in either a Supplier quotation which shall be a best estimate of the costs or such sums as are detailed within the Work Order relating to the Specified Service

‘TERMS’ means the Terms of supply set out in this document and (unless the context otherwise requires) includes any special Terms agreed in writing in the Work Order.

‘VESSEL’ means any craft capable of passage over water and includes all component parts.

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‘WORK ORDER’ means the instrument by which Specified Service and/or the Goods are to be supplied and through which any additional Terms or information shall be agreed.

‘WRITING’ includes telex, cable, facsimile transmission and comparable means of communication

The headings in the Terms in 1.1 above are for convenience only and shall not affect their interpretation.

Any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.

Any reference in these Terms to any statute or statutory provision shall be construed as a reference to that statute or statutory provision as amended, re-enacted or extended at the relevant time.

References to rates and prices are in GB Sterling unless otherwise stated in the Work Order.

PROVISIONS APPLICABLE TO THE SPECIFIED SERVICE

2. Supply of the Specified Service

- 2.1 The Supplier shall provide the Specified Service to the Client in accordance with these Terms. Any changes or additions to the Specified Service must be agreed in writing by the Supplier and the Client.
- 2.2 The Client shall at its own expense supply the Supplier with all necessary Documents or other materials and all necessary data or other information relating to the Specified Service within sufficient time to enable the Supplier to provide the Specified Service in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.
- 2.3 The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.
- 2.4 The Specified Service shall be provided in accordance with the Work Order and otherwise in accordance with the Client’s instructions or with best industry practice subject to these Terms. In its provision of the Specified Service to the Client, the Supplier shall, to the extent that it is safe and practicable for it to do so, adhere to any required gauges, weights, chemical composition and analysis, quantities and sizes as may be specified by the Client in writing in connection with the Specified Service. All tests and inspections carried out by the Supplier shall take place under the Supplier’s standard testing arrangements, and such tests and inspections shall be final. All tests are subject to analytical tolerances.
- 2.5 The Supplier may at any time without notifying the Client make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.

3. Obligations of the Client

- 3.1 The Client shall comply in all respects with all applicable laws and regulations (whether of the United Kingdom or elsewhere) at the Site.

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- 3.2 The Client shall provide the Supplier with full and accurate details of all materials whether hazardous or not and all operating processes necessary in the safe and efficient exercise of the Work Order, free of charge and in a timely manner as may be reasonably requested by the Supplier or its personnel.
- 3.3 The Client shall afford the Supplier's personnel such access to the Site as may be required to provide the Specified Service. Further, the Client shall:
- 3.3.1 advise the Supplier and its personnel of any rules and regulations which are then in force at the Site (including without limitation, any Site operating code or policies from time to time in force);
 - 3.3.2 make available such working space and facilities at the Site as the Supplier's personnel may reasonably require;
 - 3.3.3 make available appropriate personnel to liaise with the Supplier's personnel; and
 - 3.3.4 secure and otherwise keep safe all and any property of the Supplier.
- 3.4 The Client shall provide the Client's Equipment free of charge at such times and locations as may be reasonably requested by the Supplier or its personnel.
- 3.5 The Client shall comply (and shall ensure that its employees, agents, subcontractors and customers comply) with all reasonable instructions given by the Supplier in connection with the Specified Service and/or Goods being provided under a Work Order.

4. Rights in Input Material and Output Material

- 4.1 The property and any copyright or other intellectual property rights in:
- 4.1.1 any Input Material shall belong to the Client; and
 - 4.1.2 any Output Material shall, unless otherwise agreed in writing between the Client and the Supplier, belong to the Supplier, subject only to the right of the Client to use the Output Material for the purposes of utilising the Specified Service.
- 4.2 Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Supplier, and all Output Material or other information provided by the Supplier which is so designated by the Supplier shall be kept confidential by the Client; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
- 4.3 The Client warrants that any Input Material and its use by the Supplier for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Supplier against any loss, damages, costs, expenses or other claims arising from any such infringement.
- 4.4 Subject to paragraph 4.3, the Supplier warrants that any Output Material and its use by the Client for the purposes of utilising the Specified Service will not infringe the copyright or other rights of any third party.

PROVISIONS APPLICABLE TO GOODS

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5. Basis of the sale

- 5.1 The Supplier shall sell and the Client shall purchase the Goods in accordance with any written quotation of the Supplier which is accepted by the Client, or any written order of the Client which is accepted by the Supplier, subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms and Terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Client.
- 5.2 The Supplier's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Supplier in Writing. In entering into the Contract the Client acknowledges that it does not rely on any such representations which are not so confirmed.
- 5.3 Any advice or recommendation given by the Supplier or its employees or agents to the Client or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Supplier is followed or acted upon entirely at the Client's own risk, and accordingly the Supplier shall not be liable for any such advice or recommendation which is not so confirmed.
- 5.4 The Client shall be responsible for advising on any extra-ordinary storage and/ or maintenance instructions if Goods remain in, or are of a delicate disposition or if Goods are expected to remain in storage at the Site for a period exceeding two (2) days from delivery date.

6. Orders and specifications

- 6.1 No order for Goods submitted by the Client shall be deemed to be accepted by the Supplier unless and until confirmed in Writing by the Supplier's authorised representative.
- 6.2 The Client shall be responsible to the Supplier for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Client and for giving the Supplier any necessary information relating to the Goods within a sufficient time to enable the Supplier to perform the Contract in accordance with its terms.
- 6.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Supplier's quotation (if accepted by the Client) or the Client's order (if accepted by the Supplier).
- 6.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Supplier in accordance with a specification submitted by the Client, the Client shall indemnify the Supplier against all loss, damages, costs and expenses awarded against or incurred by the Supplier in connection with or paid or agreed to be paid by the Supplier in settlement of any claim arising out of:- (i) infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Supplier's use of the Client's specification; or (ii) any impracticality, inefficiency or lack of safety or other defect in the Goods where such defect is due (whether in whole or in part) to faults or omissions in information, drawings, designs, instructions, or specifications of the Client.
- 6.5 The Supplier shall have the option to request Goods be free issued by the Client in events where third party suppliers or Goods which are bespoke or special order, cannot agree suitable contractual provisions in line with the overall liabilities assumed by the Supplier hereunder.
- 6.6 No order which has been accepted by the Supplier may be cancelled by the Client except with the agreement in Writing of the Supplier and on terms that the Client shall indemnify the Supplier in full against all costs

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(including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier up to the date of cancellation.

7. Delivery

- 7.1 Delivery of the Goods shall be made by the earlier of a) notice made by the Supplier to the Client that the Goods have arrived at the Site or b) notice being received by the Supplier from a third party that the Goods are available for carriage ex works where INCOTERMS are applied in the third party supply contract or c) incorporation of the Goods into or onto the Clients Vessel.
- 7.2 Any dates quoted for delivery of the Goods are approximate only and the Supplier shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Supplier in Writing. The Goods may be delivered by the Supplier in advance of the quoted delivery date upon giving reasonable notice to the Client.
- 7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Supplier to deliver any one or more of the instalments in accordance with these Terms or any claim by the Client in respect of any one or more instalments shall not entitle the Client to treat the Contract as a whole as repudiated.
- 7.4 If the Supplier fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Supplier's reasonable control or the Client's fault and the Supplier is accordingly liable to the Client, the Supplier's liability shall be limited in accordance with this Agreement.
- 7.5 If the Client fails to take delivery of the Goods or fails to give the Supplier adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Client's reasonable control or by reason of the Supplier's fault) then, without prejudice to any other right or remedy available to the Supplier, the Supplier may store the Goods until actual delivery and charge the Client for the reasonable costs (including insurance) of storage.
- 7.6 Save for return of Goods pursuant to Section 11 (Warranties and Liabilities) Goods shall not be returned to Supplier unless in the case of Supplier's standard Goods which Supplier has approved the return of in advance. All approved returns must be packaged to prevent damage, insured and returned prepaid. Returned Goods shall be subject to a 25% restocking charge.

8. Indemnities

- 8.1 Each Party bears all damages and/or losses to their personnel and/or their equipment (including but not limited to their floating equipment and Vessels whether hired or owned) incorporated in the performance of the Works, irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the other Party.
- 8.2 Each Party shall hold harmless, indemnify, protect and defend the other Party from any and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with such loss, damage, personal injury or death. 8.3 Each Party shall hold harmless, indemnify, protect and defend the other Party from any and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with pollution originating from their Vessels, plant or equipment.

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- 8.4 Neither Party shall be liable for and will protect, defend and indemnify the other for any indirect, special or consequential losses arising out of or in connection with the performance or non-performance of the Agreement irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the other Party.
- 8.5 Indirect/special/consequential losses for the purposes of this clause 8 shall include, but not be limited to, loss of use, loss of profits, loss of production and cost of insurance.
- 8.6 Each Party shall hold harmless, indemnify, protect and defend the other Party against all claims, proceedings, damages, costs, charges and expenses in respect of loss or damage to any property of third parties and/or personal injury or death of third parties, which is the result of its act, omission, neglect or default.
- 8.7 In relation to bollard testing only (and not NDT or any other testing or services carried out by the Supplier), the parties hereby acknowledge and agree that, in its provision of the Specified Service to the Client (where the Specified Service includes bollard testing), the Supplier is responsible only for the testing of the Client's bollards and not for their purchase, installation, or maintenance. Accordingly, the Client hereby agrees to indemnify and hold harmless the Supplier from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities:
- 8.7.1 in respect of personal injury, including death or disease or loss of or damage to the property of the Client and/or any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Client; and/or
- 8.7.2 arising from or in connection with the Client's or any third party's purchase, installation, or maintenance of bollards or any other Client Equipment.

PROVISIONS APPLICABLE TO THE SPECIFIED SERVICE AND THE GOODS

9. Price

- 9.1 Unless otherwise agreed between the parties in Writing the Client shall pay the aggregate of:
- (i) (if a Specified Service is being provided under the Contract) the Supplier's Standard Charges and any additional sums which are agreed between the Supplier and the Client for the provision of the Specified Service or which, in the Supplier's sole discretion are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client; and
 - (ii) (if Goods are being supplied under the Contract) the price of the Goods which shall be the Supplier's quoted price or, where no price has been quoted (or a quoted price is no longer valid) the price listed in the Supplier's published price list current at the date of acceptance of the order.

The Supplier's Standard Charges and quoted prices are valid for 30 days only (or until earlier acceptance by the Client or earlier withdrawal by the Supplier before the Client's acceptance), after which time they may be altered by the Supplier without giving notice to the Client.

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- 9.2 The Supplier reserves the right, by giving notice to the Client at any time before delivery, to increase the price of any Goods supplied under this Contract to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Client, or any delay caused by any instructions of the Client or failure of the Client to give the Supplier adequate information or instructions.
- 9.3 Except as otherwise stated under the terms of any quotation or in any price list of the Supplier, and unless otherwise agreed in Writing between the Client and the Supplier, all prices for Goods are given by the Supplier on an ex works basis, and where the Supplier agrees to deliver the Goods otherwise than at the Supplier's premises, the Client shall be liable to pay the Supplier's charges for transport, packaging and insurance.
- 9.4 All charges quoted to the Client for the provision of the Specified Service and the price of the Goods are exclusive of any applicable taxes (including but not limited to value added tax, local taxes or any withholding taxes) for which the Client shall be additionally liable to pay the Supplier at the applicable rate from time to time.

10. Terms of payment

10.1 Goods

- 10.1.1 Subject to any special terms agreed in Writing between the Client and the Supplier or if a credit arrangement has been approved by the Supplier, the Supplier shall be entitled to invoice the Client for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Client or the Client wrongfully fails to take delivery of the Goods, in which event the Supplier shall be entitled to invoice the Client for the price at any time after the Supplier has notified the Client that the Goods are ready for collection or (as the case may be) the Supplier has tendered delivery of the Goods.
- 10.1.2 Provided that a credit arrangement has been approved by the Supplier, the Client shall pay the price of any applicable Value Added Tax and less any discount to which the Buyer is entitled but without any setoff, counterclaim or any other deduction) within 30 days of the date of the Supplier's invoice, and the Supplier shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Client.
- 10.1.3 Where no credit arrangement has been approved by the Supplier prior to delivery the client will be required to make a proforma payment to the Supplier in the amount, form and currency specified by the Supplier. 10.2 Specified Service The Supplier shall be entitled to invoice the Client on or at any time after completion of the specified service, or following the end of each month in which the Specified Service is to be provided or at other times agreed with the Client. The Supplier's Standard Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off, counterclaim or other deduction) within 30 days of the date of the Supplier's invoice.

- 10.3 Payment shall be in sterling. The time of payment shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

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- 10.4 If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
- 10.4.1 cancel the Contract or suspend any further deliveries of the Goods or performance of the Specified Service to the Client;
 - 10.4.2 the immediate payment of all payments outstanding in respect of the Goods and Specified Service and of any other goods, works or services under any other contract notwithstanding the fact that the date for payment may not yet have fallen due;
 - 10.4.3 appropriate any payment made by the Client to such of the Goods or Specified Service (or the goods or services supplied under any other contract between the Client and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Client);
 - 10.4.4 charge the Client interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above the Bank of Scotland Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and
 - 10.4.5 charge the Client the cost of recovery of any unpaid amount including any legal costs, disbursements and bank charges incurred.

11. Warranties and liability

- 11.1 Subject to the Terms set out below the Supplier warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of their initial use or 12 months from delivery, whichever is the first to expire.
- 11.2 The above warranty is given by the Supplier subject to the following Terms:
- 11.2.1 The Supplier shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment or if the Client is otherwise in breach of this Contract or any other contract with the Supplier;
 - 11.2.2 The above warranty does not extend to parts, materials or equipment (including Output Material) not manufactured by the Supplier, in respect of which the Client shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Supplier.
- 11.3 The Supplier warrants to the Client that the Specified Service will be provided using reasonable care and skill by suitably qualified personnel and, as far as reasonably possible, in accordance with the Specification and at the intervals and within the times referred to in the Work Order.
- 11.4 Subject to the provisions of clauses 11.5, 11.6, 11.7 and 11.8, the Supplier's liability to the Client with respect to any claims losses or damages arising from or in connection with this Contract (whether in contract, tort or otherwise) is limited to and shall not exceed for all such claims losses or damages 100% of the price of each Work Order, except as expressly provided in these Terms.
- 11.5 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions and/or information supplied by the Client (including, without limitation, instructions and/or information relating to pressure testing values and/or limits)

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which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault or omission or negligent act of the Client.

- 11.6 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising out of or connect to any damage whatsoever and howsoever caused:
- 11.6.1 to the Client's Equipment as a result of the provision of the Specified Service; and/or
 - 11.6.2 as a result of any failure of the Supplier's or Supplier's contractor's equipment used in connection with the provision of the Specified Service; and/or
 - 11.6.3 as a result of any failure of the Client or the Client's employees, agents, subcontractors or customers to comply with any instructions given by the Supplier in connection with the Specified Service and/or Goods being provided under a Work Order; and/or
 - 11.6.4 as a result of any fault, act or omission or negligent act of any Supplier contractor, agent or employee in connection with the provision of the Specified Service.
- 11.7 Nothing in these Terms shall be taken as excluding the Supplier's liability for death or personal injury arising as a result of its negligence. In no circumstances shall the Supplier be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, which arise out of or in connection with the supply of the Goods or their use or resale by the Client or the provision of the Specified Service or their use by the Client for:
- 11.7.1 any increased costs or expenses;
 - 11.7.2 any loss of profit (whether of the Client or any other party);
 - 11.7.3 for any loss of business, contracts, opportunity, revenues or savings;
 - 11.7.4 for any anticipated loss of business, contracts, opportunity, revenues or savings;
 - 11.7.5 demurrage; 11.7.6 losses, claims, liabilities, expenses, costs or damages which were not reasonably foreseeable by the parties or either of them at the date of the Contract; or
 - 11.7.7 any special, indirect or consequential damage of any nature whatsoever.
- 11.8 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Specified Service and/or the Goods, if the delay or failure was due to any cause beyond the Supplier's reasonable control and such failure or delay shall entitle either party to terminate the Contract if it persists for more than three months but the Client shall remain liable to pay for Goods delivered and/or any provision of the Specified Service prior to the date of such cancellation. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Supplier's reasonable control:
- 11.8.1 Act of God, explosion, flood, tempest, fire or accident;
 - 11.8.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 11.8.3 treaties, directives, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority or other body or competent authority;

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- 11.8.4 import or export regulations or embargoes;
- 11.8.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Supplier or of a third party);
- 11.8.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 11.8.7 power failure or breakdown in machinery.

12. Insolvency of Client

12.1 This clause applies if:

- 12.1.1 the Client makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 12.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Client; or
- 12.1.3 the Client ceases, or threatens to cease, to carry on business; or
- 12.1.4 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly.

12.2 If this clause applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries or performance under the Contract without any liability to the Client, and if the Goods have been delivered or the Service provided (either in whole or in part) but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13. General

- 13.1 The Supplier may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Supplier.
- 13.2 Any notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 13.3 No waiver by the Supplier of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.4 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 13.5 The Contract shall be governed by and construed in accordance with the laws of England and Wales. In the event of a dispute, the Parties will seek internal resolution at the highest level within their companies before submitting the mediation under the rules of the ICC. The seat of mediation shall be Norwich, England.

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- 13.6 No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Client and the Supplier.
- 13.7 In the event of services which require lifting of Vessels, the custody of the Vessel will pass “rope-on” at quayside and return “ropes-off” at quayside unless other expressly agreed.
- 13.8 The Parties shall maintain appropriate levels of insurance cover to protect their interests in Vessels and other property throughout the performance of Works under this Agreement