

## Protokoll fört vid enskild föredragning

Infrastrukturavdelningen  
Trafikbyrån

Beslutande

Minister  
Mika Nordberg

Föredragande

Teknisk inspektör  
Magnus Eriksson

Justerat

Omedelbart

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Ärende/Dnr/Exp.

Beslut

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### Nr 54

Överhalning av m/s Knipans huvudmotor  
**ÅLR 2016/5279**

Landskapsregeringen beslöt att anta anbudet från Wärtsilä Finland Oy på reservdelar samt arbete för halning av m/s Knipans huvudmotor. Den beräknade kostnaden på 80 000€belastar moment 75010.

### Motivering

Beslutet grundar sig på att Wärtsilä Finland Oy är den enda leverantören av original reservdelar till m/s Knipans huvudmotor.

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# Quotation

Wärtsilä Finland Oy

**Sold to address**  
Ålands Landskapsregering  
Trafikavdelningen  
Verkstadsgränd  
22120 MARIEHAMN

**Shipping address**  
Ålands Landskapsregering  
Trafikavdelningen  
Verkstadsgränd  
22120 MARIEHAMN

**Notify address**  
tommi.unkuri@wartsila.com

**Date** 2016-05-26  
**Page** 1 / 8  
**Quotation number** 2397069  
**Installation**  
KNIP AN

**Our contact person** MIKAEL MÄNTYLÄ  
**Phone** +358 10 7094209  
MIKAEL.MANTYLA@WARTSILA.COM

**Your contact person**  
Mr Tommi Unkuri

**Your reference**  
KNIP AN #3376 OVERHAUL SPARE S

**Your order date**  
2016-05-26

**End customer reference**  
KNIP AN #3376 OVERHAUL SPARE S

**Mode of delivery**

**Terms of delivery**  
DAP Mariehamn Incoterms 2010

**Customer number**  
1206

**VAT Number**  
FI01450767

**Terms of payment**  
30 Days Net

**Quotation valid to**  
2016-06-25

Spare parts for diesel engine

Item PO. Item	Part no. Product no.	Description Product type Availability	Qty	Unit	Price/unit	Total
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Subject to prior sales. Estimated availability shown is current and is given on EXW basis for the date of the quotation. The price is for the given quantity.

000100	100146 3376	Main bearing shell, upper 12V22	7	PC	297,00 EUR	2.079,00
		IN STOCK	7	PC		
		Discount			10,00%	207,90
		<b>Net value</b>				<b>1.871,10</b>

Delivered from: Kampen, Netherlands

Continued on page 2

Wärtsilä Finland Oy  
Services  
P.O. Box 252  
FIN-05101 Vaasa Finland

Tel. +358 10 709 0000

VAT Reg. no.: FI0737443  
Business ID. no.: 073744-3  
Registered office: Vaasa

Bank account no. 2052380003268  
IBAN: FI062052380003268  
SWIFT: NDEAFIHHXXX

Office address  
Tarkkaajalle 2  
FIN-65380 Vaasa Finland

www.wartsila.com

Wärtsilä Finland Oy

## Quotation

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 Date 2016-05-26  
 Quotation number 2397069

Item PO. Item	Part no. Product no.	Description Product type Availability	Qty	Unit	Price/unit	Total
000200	100145 3376	Main bearing shell, lower 12V22	7	PC	304,00 EUR	2.128,00
		IN STOCK	7	PC		
		Discount			10,00%	212,80
		<b>Net value</b>				1.915,20
Delivered from:		Kampen, Netherlands				
000300	100013 3376	Shield bearing shell 12V22	2	PC	396,00 EUR	792,00
		IN STOCK	2	PC		
		Discount			10,00%	79,20
		<b>Net value</b>				712,80
Delivered from:		Kampen, Netherlands				
000400	100250 3376	Thrust bearing half 12V22	4	PC	344,00 EUR	1.376,00
		IN STOCK	4	PC		
		Discount			10,00%	137,60
		<b>Net value</b>				1.238,40
Delivered from:		Kampen, Netherlands				
000500	111158 3376	Big end bearing shell, lower 12V22	12	PC	295,00 EUR	3.540,00
		IN STOCK	12	PC		
		Discount			10,00%	354,00
		<b>Net value</b>				3.186,00
Delivered from:		Kampen, Netherlands				
000600	111159 3376	Big end bearing shell, upper 12V22	12	PC	295,00 EUR	3.540,00
		IN STOCK	12	PC		
		Discount			10,00%	354,00
		<b>Net value</b>				3.186,00
Delivered from:		Kampen, Netherlands				

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## Wärtsilä Finland Oy

## Quotation

Date 2016-05-26 Page 3 / 8  
 Quotation number 2397069

Item PO. Item	Part no. Product no.	Description Product type Availability	Qty	Unit	Price/unit	Total
000700	111154 3376	Screw for connecting rod 12V22 IN STOCK	24 24	PC PC	68,00 EUR	1.632,00
		Discount			10,00%	163,20
		<b>Net value</b>				1.468,80
Delivered from:	LR Classification takes 1-2 weeks to arrange. This on top of above mentioned availability.	Kampen, Netherlands				
000800	108030 3376	Camshaft bearing bush 12V22 IN STOCK	4 4	PC PC	438,00 EUR	1.752,00
		Discount			10,00%	175,20
		<b>Net value</b>				1.576,80
Delivered from:		Kampen, Netherlands				
000900	131008 3376	Bearing bush 12V22 IN STOCK	4 4	PC PC	175,00 EUR	700,00
		Discount			10,00%	70,00
		<b>Net value</b>				630,00
Delivered from:		Kampen, Netherlands				
001000	131019 3376	O-ring 12V22 IN STOCK	2 2	PC PC	3,00 EUR	6,00
		Discount			10,00%	0,60
		<b>Net value</b>				5,40
Delivered from:		Kampen, Netherlands				
001300	120180 3376	Sealing set 12V22 IN STOCK	12 12	PC PC	96,00 EUR	1.152,00
		Discount			10,00%	115,20
		<b>Net value</b>				1.036,80
Delivered from:		Kampen, Netherlands				

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Wärtsilä Finland Oy

## Quotation

Date 2016-05-26 Page 4 / 8  
 Quotation number 2397069

Item PO. Item	Part no. Product no.	Description Product type Availability	Qty	Unit	Price/unit	Total
001600	111153 3376	Gudgeon pin bearing bush 12V22	12	PC	520,00 EUR	6.240,00
		IN STOCK	12	PC		
		Discount			10,00%	624,00
		<b>Net value</b>				5.616,00
Delivered from:		Kampen, Netherlands				
001700	113115 3376	Piston ring set, compl. 12V22	9	PC	438,00 EUR	3.942,00
		IN STOCK	9	PC		
		Discount			10,00%	394,20
		<b>Net value</b>				3.547,80
Delivered from:		Kampen, Netherlands				
001900	113115 3376	Piston ring set, compl. 12V22	3	PC	438,00 EUR	1.314,00
		IN STOCK	3	PC		
		Discount			10,00%	131,40
		<b>Net value</b>				1.182,60
Delivered from:		Kampen, Netherlands				
002000	113118 3376	Retainer ring 12V22	24	PC	141,00 EUR	3.384,00
		IN STOCK	24	PC		
		Discount			10,00%	338,40
		<b>Net value</b>				3.045,60
Delivered from:		Kampen, Netherlands				
002100	100041 3376	O-ring 12V22	24	PC	15,00 EUR	360,00
		IN STOCK	24	PC		
		Discount			10,00%	36,00
		<b>Net value</b>				324,00
Delivered from:		Kampen, Netherlands				

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## Wärtsilä Finland Oy

## Quotation

Date 2016-05-26 Page 5 / 8  
 Quotation number 2397069

Item PO. Item	Part no. Product no.	Description Product type Availability	Qty	Unit	Price/unit	Total
002300	167159 3376	O-ring 12V22 IN STOCK	12 12	PC PC	2,50 EUR	30,00
		Discount			10,00%	3,00
		<b>Net value</b>				27,00
Delivered from:		Kampen, Netherlands				
002400	167160 3376	O-ring 12V22 IN STOCK	36 36	PC PC	2,50 EUR	90,00
		Discount			10,00%	9,00
		<b>Net value</b>				81,00
Delivered from:		Kampen, Netherlands				
002500	167151 3376	Nozzle 12V22 IN STOCK	15 15	PC PC	136,00 EUR	2.040,00
		Discount			10,00%	204,00
		<b>Net value</b>				1.836,00
Delivered from:		Kampen, Netherlands				
002700	167145 3376	O-ring 12V22 IN STOCK	12 12	PC PC	2,50 EUR	30,00
		Discount			10,00%	3,00
		<b>Net value</b>				27,00
Delivered from:		Kampen, Netherlands				
002900	167140 3376	Pin 12V22 IN STOCK	12 12	PC PC	2,50 EUR	30,00
		Discount			10,00%	3,00
		<b>Net value</b>				27,00
Delivered from:		Kampen, Netherlands				
003000	167154 3376	O-ring 12V22 IN STOCK	12 12	PC PC	2,50 EUR	30,00
		Discount			10,00%	3,00
		<b>Net value</b>				27,00
Delivered from:		Kampen, Netherlands				

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## Wärtsilä Finland Oy

## Quotation

Date 2016-05-26 Page 6 / 8  
 Quotation number 2397069

Item PO. Item	Part no. Product no.	Description Product type Availability	Qty	Unit	Price/unit	Total
003100	167155 3376	O-ring 12V22 IN STOCK	12 12	PC PC	2,50 EUR	30,00
		Discount			10,00%	3,00
		<b>Net value</b>				27,00
Delivered from:		Kampen, Netherlands				
003200	3376	SPRING 12V22 IN STOCK	12 12	PC PC	37,50 EUR	450,00
		Discount			10,00%	45,00
		<b>Net value</b>				405,00
Delivered from:		Kampen, Netherlands				
003400	120032 3376	O-ring 12V22 IN STOCK	30 30	PC PC	3,10 EUR	93,00
		Discount			10,00%	9,30
		<b>Net value</b>				83,70
Delivered from:		Kampen, Netherlands				
003500	120033 3376	O-ring 12V22 IN STOCK	30 30	PC PC	3,10 EUR	93,00
		Discount			10,00%	9,30
		<b>Net value</b>				83,70
Delivered from:		Kampen, Netherlands				
003600	145012 3376	O-ring 12V22 IN STOCK	24 24	PC PC	2,50 EUR	60,00
		Discount			10,00%	6,00
		<b>Net value</b>				54,00
Delivered from:		Kampen, Netherlands				
003700	145013 3376	O-ring 12V22 IN STOCK	24 24	PC PC	2,50 EUR	60,00
		Discount			10,00%	6,00
		<b>Net value</b>				54,00
Delivered from:		Kampen, Netherlands				

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## Wärtsilä Finland Oy

## Quotation

Date 2016-05-26 Page 7 / 8  
 Quotation number 2397069

Item PO. Item	Part no. Product no.	Description Product type Availability	Qty	Unit	Price/unit	Total
003800	120030 3376	Seat ring, inlet 12V22 IN STOCK	6 6	PC PC	61,00 EUR	366,00
		Discount			10,00%	36,60
		<b>Net value</b>				329,40
Delivered from:		Kampen, Netherlands				
003900	377010 3376	O-ring 12V22 IN STOCK	10 10	PC PC	38,00 EUR	380,00
		Discount			10,00%	38,00
		<b>Net value</b>				342,00
Delivered from:		Kampen, Netherlands				
004000	355034 3376	O-ring 12V22 IN STOCK	2 2	PC PC	2,50 EUR	5,00
		Discount			10,00%	0,50
		<b>Net value</b>				4,50
Delivered from:		Kampen, Netherlands				
004100	355068 3376	O-ring 12V22 IN STOCK	4 4	PC PC	2,50 EUR	10,00
		Discount			10,00%	1,00
		<b>Net value</b>				9,00
Delivered from:		Kampen, Netherlands				

**Goods total** 33.960,60  
**Total excl. VAT/Tax** 33.960,60  
**VAT/Tax** 0,00%

**Total amount** EUR 33.960,60

Freight to be added to invoice.

Supply of goods will be made according to EU VAT directive.  
 If legal requirements are not fulfilled local VAT will be added

Yours faithfully,

Wärtsilä Finland Oy

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Wärtsilä Finland Oy  
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 P.O.Box 252  
 FIN-65101 Vaasa Finland

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**Wärtsilä Finland Oy**

# Quotation

**Date** 2016-05-26  
**Quotation number** 2397069

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2016-05-26

2397069

For Parts: If not otherwise stated General Terms and Conditions - Parts (2015) issued by Wärtsilä, are valid.  
For Service: If not otherwise stated General Terms and Conditions - Service Work (2015) issued by Wärtsilä, are valid.  
In case the amount to be invoiced by the Supplier would be below an amount of currency equivalent to 300 EUR the Supplier shall charge extra and the minimum amount to be invoiced shall be 300 EUR or equivalent amount of the applicable currency added with the fee for the transportation costs if any.  
Possible claims regarding Invoices must be made within 14 days after the date of Invoice.

Wärtsilä Finland Oy  
Services  
P.O.Box 252  
FIN-65101 Vaasa Finland

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Registered office: Vaasa

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SWIFT: NDEAFIHHXXX

Office address  
Tarhaajantie 2  
FIN-65380 Vaasa Finland

[www.wartsila.com](http://www.wartsila.com)



27.6.2016

## Service Offer

**Customer Number** 1206  
Ålands Landskapsregering  
Verkstadsgränd  
22120  
Finland

**Offer Number** 100005553  
**Installation** KNIPAN  
**Product Type** 12V22  
**Product Number** 3376  
**Wärtsilä Contact** Tommi Unkuri  
**Your Contact**  
**Your Inquiry Date**  
**Your Reference**  
**Terms of Payment** 30 days net  
**Offer Valid To** 22.6.2016

We thank you for your inquiry, our offer is as follows

**Overhaul work on board**  
Dismantling and assembly of cylinder heads, pistons and cylinder liners.

1 PCS à EUR 31 944 EUR 31 944

Disassembly, cleaning, measuring and assembly of piston

Cleaning, inspection and measuring of cylinder liner

Indication of crankshaft

Inspection of crankshaft

Exchange of main bearings.

Exchange of big end bearings.

Exchange of small end bearings.

Inspection of cam shaft bearings, 1:bank

Exchange : inspection of intermediate gear bearings.

Inspection of governor drive bearings backlash.

Test of mechanical and EL overspeed trip device

Check tightening of engine fastening bolts.

Test run of engine after overhaul

2 WFI Service Engineers 11 normal working days a' 12h, if weekend work

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Wärtsilä Finland Oy	VAT: FI07737443	Bank: Nordea Bank Finland Plc
Tarhaajantie 2	Business ID no: 0773744-3	Bank code: 205238
Finland	Registered office in: Vaasa, Finland	Account no: 20523800003268
		IBAN: FI0620523800003268
		SWIFT: NDBAFI111

is required, additional cost according to attached pricelist.

<b>Injection valve overhaul</b>	12 PCS	à EUR 116	EUR 1 392
Complete disassembly			
Cleaning and inspection			
Polishing of HP sealing surfaces			
Installing of new seals and assembly			
Calibration, adjusting of opening pressure			
Preserve, packing and reporting			
Additional works if needed:			
Grinding and lapping, nozzle holder 103€/PC			
<b>Governor exchange and related adjustments</b>	1 PCS	à EUR 1 848	EUR 1 848
1 WFI superintendent 1 day a' 12h			
<b>Governor overhaul / exchange governor</b>	1 PCS	à EUR 4 064	EUR 4 064
The service works listed below generally include:			
exchange base (or overhaul of) governor and start booster			
receipt/dispatch of the unit			
cleaning, dismantling, inspection and reporting			
complete overhaul and the exchange of overhaul- and worn/damaged parts			
re-assembly, checking and adjustments in accordance with the unit			
specification			
Service work does not include:			
governor drive upgrade			
freight costs			
Start booster overhaul if applicable a' 259€			

**Price Excluding VAT EUR 39 248**

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		SWIFT: NDEAFIHH

## PLEASE NOTE

The offered price does not include waiting and travelling hours and travelling and accommodation expenses. These expenses will be invoiced at cost +10%.

Possible transportation costs are not included on the above price. Transportation costs will be invoiced at cost +10%

## SPARE PARTS

All spare parts will be quoted and invoiced separately.

## CHANGE OF REQUIREMENTS

Any change in requirement and/or scope of supply will be subject to review and may affect prices offered. For any changes to the specification requested after acceptance of the order, we reserve the right to amend prices and delivery dates accordingly.

## CONDITIONS

This offer is subject to Wärtsilä General Terms and Conditions Service Work (2015) issued by Wärtsilä.

## APPENDICES

- General Terms and Conditions Service Work (2015)
- Parts General Terms and Conditions (2015)
- Price list of Service charges

We hope our offer meets Your expectations and we are looking forward to receiving Your order.

Sincerely,  
Wärtsilä Finland Oy

Tommi Unkuri  
Sales Support Engineer  
+358 407342587  
tommi.unkuri@wartsila.com

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# WÄRTSILÄ

## GENERAL TERMS AND CONDITIONS

### SERVICE WORK (2015)

#### 1. INTRODUCTION

These General Terms and Conditions – Service Work (2015) (the "Conditions") shall, unless otherwise agreed in writing, apply to all service work performed in the field ("Service Work") by any authorized member, agent or representative of the Wärtsilä Group (the "Contractor") to a customer (the "Customer"). Contractor's offers are non-binding until accepted and confirmed by a purchase order issued by Customer in compliance with these Conditions which is acknowledged by Contractor (any such acknowledged purchase order, a "Contract"). These Conditions shall form an integral part of the Contract. Customer may not change or cancel any purchase order after it has been received by Contractor unless Contractor has agreed in writing to such change or cancellation.

#### 2. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Neither party shall copy or disclose to a third party any document or data provided by the other party without the prior written consent of the other party or use them for purposes other than those for which they were provided. Intellectual property rights associated with the Service Work or any document or data provided by Contractor in connection therewith shall remain Contractor's property. Customer shall defend, indemnify and hold harmless Contractor against all claims, losses and damages, including reasonable attorneys' fees, arising out of or resulting from any reuse, modification, reproduction or publication of Contractor's intellectual property documents or data. To the extent there is a conflict between the foregoing provisions regarding confidentiality and intellectual property and any terms or conditions of any software license agreement, the terms and conditions of such software license agreement shall prevail.

#### 3. PERFORMANCE AND ACCEPTANCE OF WORK

**3.1** Customer shall be deemed to have accepted the Service Work performed by Contractor as being in accordance with the Contract unless Customer has notified Contractor of any non-conformity within three (3) days following the last day on which the Service Work was performed. Any date or period for completion stipulated or quoted shall be deemed to be an estimate only, and there shall be no express or implied time limit in dispatching or completing any Service Work.

**3.2** If Customer anticipates that the Service Work cannot be commenced as agreed in the Contract due to reasons attributable to Customer, Customer shall notify Contractor in writing stating the reason and the time when Customer anticipates that the Service Work could commence. Contractor may by notice require Customer to set a final reasonable time for when the Service Work should commence. Any additional costs related to such delay shall be borne by Customer as per Clause 8.2.

**3.3** Contractor has a right to suspend the performance of its obligations under the Contract if it is reasonably clear from the circumstances that Customer will not be able to perform its obligations as stated in the Contract.

#### 4. COMPENSATION, PAYMENT AND OWNERSHIP

**4.1** If not expressly agreed otherwise in writing, the Contract's price is based on the Service Work performed during normal working hours. Time sheets for each week shall be provided thereafter by Contractor to Customer and shall be promptly checked and attested by Customer. The time sheets provided by Contractor shall be deemed to be evidence of the working hours invoiced by Contractor. Hourly rates, overtime rates and daily allowances shall be as specified in Contractor's standard rates then in effect (such rates are subject to change from time to time). Customer will be charged a daily allowance for each of Contractor's personnel based on the number of working days from the date of departure of such personnel until their return. Unless otherwise agreed in writing, a normal working week is comprised of forty (40) hours; eight (8) hours per working day, spread over five (5) working days. Local holidays shall be observed. Unless otherwise agreed, any Service Work done outside normal working hours shall be charged to Customer as overtime. Any waiting and/or stand-by time for which Contractor is not responsible shall be charged to Customer as normal working time. Time spent by Contractor's personnel travelling to and from Contractor's office, the work site and Customer-provided lodging shall be for

**4.2** All travel expenses, plus ten percent (10%) handling cost, incurred in connection with the Contract shall be for the account of Customer. Travel expenses include: (a) fares for journey by rail, sea, air, car and/or bus; (b) carriage, freight and customs duties as well as insurance due in connection with personal effects, instruments and tools required for the Service Work, including necessary costs for overweight on air freight; and (c) all out-of-pocket expenses incurred by Contractor for the Service Work ordered by Customer, such as internet use, facsimile and telephone calls.

**4.3** In the event of any illness or accident affecting any of Contractor's personnel, whether during the performance of Service Work or otherwise, necessitating medical attention or hospital treatment, Customer shall ensure that the best and appropriate medical facilities and medications are made available to Contractor's personnel. If it is necessary to repatriate an ill, injured or deceased member of Contractor's personnel, Customer shall assist Contractor in arranging for such repatriation in the safest and most expedient manner. All costs incurred under this Clause 4.3 shall be borne by Contractor.

**4.4** Unless otherwise agreed, payment shall be made by bank remittance in the currency and to the bank account set forth in the invoice within twenty (20) days following the date of the invoice. Payment shall be made in full without any set off, counterclaim or deduction. Customer shall pay interest on overdue payments from the maturity date until the actual date of payment at the rate of one and one quarter percent (1.25%) per month, compounded annually. Customer shall pay Contractor all costs related to the collection of overdue amounts, including reasonable attorneys' fees. In the event any payment is more than thirty (30) days late, Contractor shall be entitled to suspend or terminate the Contract by written notice to Customer, and such remedies shall not be exclusive of Contractor's additional rights under contract or law. Title to any part, material, equipment, supplies, consumables or replacement and any other items furnished, provided or supplied by Contractor in performance of the Service Work shall pass to Customer only when payment in full has been received by Contractor. Contractor may as a precondition for the performance of the Service Work, request that Customer provides Contractor with security covering any unpaid amount already owed to Contractor or one of its affiliates.

**4.5** Any assistance or work performed by Contractor outside the scope of Contract shall be charged as extra work in accordance with Contractor's standard rates then in effect and with these Conditions.

#### 5. WARRANTY

**5.1** Contractor shall repair or re-perform, in whole or in part, at its sole discretion, any defective Service Work which appears during the warranty period. Customer shall immediately take appropriate steps to prevent any defect from becoming more serious, and all warranty claims with respect to this warranty shall be made in writing without delay and not later than fourteen (14) days following discovery of such defect during the warranty period. Customer shall have the responsibility to establish that its claim is covered by this warranty. Replaced parts shall become Contractor's property and upon Contractor's request, be returned at Contractor's cost. Delivery of repairs or re-performance under this warranty will be made in accordance with the original Contract delivery terms.

**5.2** The warranty period for the Service Work begins on the date of delivery and ends six (6) months from the last day of performance of the applicable Service Work. The warranty period in respect of Service Work which has been re-performed under the warranty shall expire six (6) months following the last day on which the Service Work was re-performed under the warranty. The warranty for re-performed Service Work shall be subject to the same terms, conditions and limitations of liability, as those applicable to the originally performed Service Work. Under no circumstances shall the warranty period of any Service Work (whether original or re-performed) extend beyond the date that is twelve (12) months following the date of commencement of the original warranty period as stipulated above in the first sentence of this Clause.

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Customer's account. The daily remuneration and allowances shall be payable during incapacity caused by sickness of or accident to any of Contractor's personnel if caused by failure of Customer to maintain safety in the work site environment.

**5.3** Contractor shall not be liable for any defect due to or arising in connection with: (1) any materials, components, tools, designs or software provided by Customer; (2) negligence or willful misconduct of Customer; (3) parts, accessories or attachments other than those supplied by Contractor in the course of performance of the Service Work; (4) improper service work, installation or alterations carried out by Customer; (5) normal wear and tear; (6) use of unsuitable material or consumables by Customer; (7) fluctuation in the grid; or (8) any use, service or operation of any equipment, parts or components upon which Service Work was performed which is not in conformity with manuals, instructions or specifications provided by Contractor or which is otherwise not in accordance with normal industry practice. Contractor's warranty obligation does not include any craneage, electricity, scaffolding, docking, diving, sub-sea work, towage costs, demounting or mounting costs and expenses of Contractor's personnel or representatives, and all such costs and expenses shall be reimbursed by Customer to Contractor when applicable. If after Contractor's warranty investigation it is found that Customer does not have a warranty claim within the scope of these Conditions, then Customer shall be responsible for all applicable costs and expenses for such inspection, repaired or replaced parts or other service work.

**5.4** THIS CLAUSE 5 SETS FORTH THE ONLY WARRANTY APPLICABLE TO THE SERVICE WORK AND IS IN LIEU OF ANY OTHER WARRANTIES, GUARANTEES, OBLIGATIONS AND LIABILITIES EXPRESS OR IMPLIED INCLUDING WARRANTIES, GUARANTEES, OBLIGATIONS OR LIABILITIES AGAINST NON-CONFORMITY OR DEFECTS. CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES AND LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION FITNESS FOR PURPOSE, MERCHANTABILITY OR SATISFACTORY QUALITY).

#### **6. CONTRACTOR'S LIABILITY**

**6.1** IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, SHALL THE CONTRACTOR BE LIABLE FOR ANY INDIRECT, CONTINGENT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED OR ARISING (WHETHER ACTUAL OR ANTICIPATED) NOR FOR LOSSES OR DAMAGES (WHETHER ACTUAL OR ANTICIPATED) CAUSED BY REASON OF UNAVAILABILITY OF THE EQUIPMENT OR THE FACILITY, SHUTDOWNS OR SERVICE INTERRUPTIONS, LOSS OF USE, LOSS OF PROFITS OR REVENUE, LOSS OF SAVINGS, LOSS OF REPUTATION, INVENTORY OR USE CHARGES, COST OF PURCHASED OR REPLACEMENT POWER, INTEREST CHARGES OR COST OF CAPITAL OR ANY CLAIMS OF THE CUSTOMER'S CUSTOMERS PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF SUBSTITUTED EQUIPMENT, SPARE PARTS OR SERVICES OR REPLACEMENT, REMOVAL OR REINSTALLATION SERVICE WORK NOT ARISING FROM THE WARRANTY PROVIDED HEREIN, TOWAGE CHARGES, POLLUTION REMEDIATION COSTS, COSTS OF DOCKING, DIVING OR SUB-SEA WORK, DAMAGE TO ANY VESSEL, ENGINE ROOM OR POWER PLANT SITE, YARD OR OTHER PROPERTY (INCLUDING DAMAGE TO GOODS OWNED BY THE CUSTOMER), DAMAGE TO ANY EQUIPMENT OR PROPERTY OTHER THAN THE EQUIPMENT, COMPONENTS AND PARTS ON WHICH SERVICE WORK WAS PERFORMED HEREUNDER, COSTS FOR ANY ADDITIONAL TESTS, SEA TRIALS, DEBRIS REMOVAL OR FOR LOSS OF TIME OR USE OF ANY EQUIPMENT, INSTALLATION SYSTEM, OPERATION OR SERVICE.

**6.2** NOTWITHSTANDING ANY OTHER PROVISION OF THE CONTRACT, IN NO EVENT SHALL THE CONTRACTOR'S AGGREGATE LIABILITY TO CUSTOMER UNDER THIS CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER LEGAL THEORY OR EQUITY, EXCEED THIRTY PERCENT (30%) OF THE CONTRACT PRICE.

**6.3** Contractor shall not be liable for any work carried out by Customer or by any third party, even though carried out with assistance of Contractor's personnel. Customer shall bear the risk of loss of its equipment and other goods in connection with the Service Work, even if such equipment or goods are in facilities used by Contractor.

#### **7. INSURANCE**

Each of Contractor and Customer shall at its own cost provide for and maintain comprehensive insurance coverage to protect its own property and personnel.

Each party shall obtain a waiver of all rights of recourse and subrogation against the other party from its insurers as well as indemnify and hold the other party harmless for all claims of or by either of the parties' insurers

#### **8. FORCE MAJEURE AND OTHER EXCUSABLE DELAYS**

**8.1** Neither Contractor nor Customer shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, caused by or arising from an event of force majeure ("Force Majeure"), which includes without limitation acts of God, wars whether declared or not, any events involving armaments of war, civil wars and riots, hostilities, public disorder, acts of terrorism and severe threat of terrorism, any measures taken by public authorities in connection with threat of terrorism, embargos, acts of civil or military authorities, fire, flood, accidents, strikes, failure of a subcontractor or sub-supplier to provide manpower, materials or goods caused by an event that qualifies under this Clause 8.1, epidemics, unusually severe weather affecting either party, or causes beyond their control.

**8.2** If the Service Work cannot be commenced as agreed due to reasons attributable to Customer or is interrupted by Force Majeure or for other reasons not attributable to Contractor, the costs for maintaining personnel at or near the work site (including, without limitation, wages and lodging) will be borne by Customer. If the interruption continues for more than one week, Contractor's personnel may be returned to Contractor's country. All expenses in relation to such withdrawal and/or subsequent return shall be borne by Customer. If the period of suspension exceeds two (2) months, either party may terminate the Contract by three (3) days' notice in writing to the other party without prejudice to the rights of either party up to the date of termination. All reasonable additional costs incurred by Contractor as a consequence of the suspension and any subsequent resumption or completion of the Service Work shall be reimbursed by Customer.

#### **9. SECURITY AGREEMENT**

To the extent permitted by law, Customer hereby grants to Contractor a lien on and a continuing security interest, and when applicable a maritime lien for necessities, in and to all equipment, parts and components upon which the Service Work is performed and all products and proceeds derived from the sale or lease thereof as security for the payment in full of such Service Work. Customer hereby waives any and all claims, defenses, and causes of action that Customer may have in connection with the exercise of any such lien rights by Contractor.

#### **10. CUSTOMER'S ADDITIONAL PERFORMANCE OBLIGATIONS**

Customer shall comply with all laws, rules and regulations applicable at the work site, arising out of the performance of the Service Work. Customer shall provide at no cost to Contractor all of the following facilities and services which must be of sufficient quality and/or quantity for Contractor's performance of the Service Work, unless otherwise agreed to in writing by the parties:

**10.1** Ancillary manpower equipped with appropriate tools (such as drills and hand lamps), heavy duty hoisting and transport facilities along with the necessary fuel, lubricants, water, electricity, compressed air and cleaning facilities for Contractor's performance of the Service Work;

**10.2** Heated and/or air-conditioned facilities with available drinking water for working, boarding and lodging of Contractor's personnel in close proximity to the work site as follows:

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(a) service storage sheds with locks, equipped with shelves and bins for tools, equipment and supplies of Contractor's personnel;

(b) changing rooms, provided with locks, toilet and washing facilities for the use of Contractor's personnel;

(c) furnished offices with locks, equipped with telephones, facsimile, internet and other communication requirements of Contractor's personnel;

**10.3** Assistance requested by Contractor with the customs formalities required for the import and export of Contractor's equipment and tools, free of all duties and taxes;

**10.4** Assistance to ensure that Contractor's personnel obtain visas and any other official entry, exit, residence or working permits that may be required by the country of the work site including free ingress to and egress from the work site;

**10.5** Information concerning: (i) the local laws and regulations applicable to the Service Work; and (ii) any dangerous conditions or unusual risks that may be encountered in Customer's country, at the work site or in the use of any equipment or tools provided by Customer; and

**10.6** Additional safety measures reasonably requested by Contractor.

In the event Customer is unable or unwilling to provide any such facility or service, Contractor may, at its option, terminate the Contract without liability to Customer or itself provide such facility or service for the account of Customer.

## **11. ENVIRONMENTAL, HEALTH AND SAFETY RESPONSIBILITIES**

**11.1** Customer shall maintain safe working conditions at the work site, including, without limitation, implementing appropriate procedures regarding arsenic, asbestos, lead or any other waste material or hazardous substances as defined by any legislation or international convention relevant or applicable to the Service Work provided ("Hazardous Materials") and confined space entry affixing labels or plates containing warnings and/or safety and operation procedures and instructions as required by applicable laws and regulations.

**11.2** Customer shall timely advise Contractor in writing of all health, safety, security and environmental requirements procedures and instructions applicable at the work site. Without limiting Customer's responsibilities under this Clause 11, Contractor has the right, but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the work site.

**11.3** If, in Contractor's reasonable opinion, the health, safety, or security of personnel or the work site is, or is apt to be, imperilled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials or unsafe working conditions, Contractor and his representatives have the same responsibility and authority as Customer to stop the Service Work. Contractor may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from the work site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise the Service Work. Any such occurrence shall be considered an excusable event without any liability to Contractor. Customer shall reasonably assist in any such evacuation.

**11.4** Operation of Customer's equipment is the responsibility of Customer.

**11.5** Contractor has no responsibility or liability for the pre-existing condition of Customer's equipment or the work site. Prior to Contractor starting any work at the work site, Customer will provide documentation that identifies the presence and condition of any Hazardous Materials and/or contaminated substances, elements or waste of any kind that are restricted by applicable laws or regulations, existing in or about Customer's equipment or the work site that Contractor may encounter while performing under this Contract.

**11.6** Customer shall disclose to Contractor industrial hygiene and environmental monitoring data regarding conditions that may affect Contractor's work or personnel at the work site. Customer shall immediately inform Contractor of changes in any such conditions.

**11.7** Customer will make its medical facilities and resources at the work site available to Contractor's personnel who need medical attention. If there are no medical facilities or resources available, the Customer will assist in bringing Contractor's personnel requiring medical attention to the nearest available medical facility.

**11.8** Customer represents and warrants to Contractor and agrees to ensure that the work site, surrounding environment, all equipment provided or otherwise made available to Contractor's representative in connection with the Service Work rendered in connection with this Contract and all products and equipment serviced or otherwise worked on by Contractor's representatives in connection with this Contract, shall at all times be free of Hazardous Materials and/or contaminated substances, elements or waste of any kind that are restricted by applicable laws or regulations and hazardous to the health or safety of Contractor's representatives. In the event that Customer is in breach of any such representation, warranty or covenant, Contractor may immediately cease performance under this Contract and Customer shall be liable for the full amount of the fees due under this Contract for all services provided through the date of such termination.

**11.9** Contractor shall notify Customer if Contractor becomes aware of: (i) conditions at the work site differing materially from those disclosed by Customer; or (ii) previously unknown physical conditions at work site differing materially from those ordinarily encountered and generally recognized as inherent in Service Work of the character provided for in the Contract; or (iii) work assignment extends beyond the acceptable limit of twelve (12) hours or the applicable legal limit of work hours, whichever is shorter, in a single work shift. If any such conditions cause an increase in Contractor's cost of, or the time required for, performance of any part of the Service Work under the Contract, an equitable adjustment in price and schedule and Contractor's rest cycle shall be made.

**11.10** If Contractor encounters Hazardous Materials in Customer's equipment or at the work site that require special handling or disposal, Contractor is not obligated to continue Service Work affected by the hazardous conditions. In such an event, Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Contractor's Service Work under the Contract may safely proceed, and Contractor shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Contractor's cost of, or time required for, performance of any part of the Service Work. Customer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Contractor's Service Work at the work site. The Customer shall be responsible for all costs and expenses related to the management, handling, clean-up, removal and/or disposal of all Hazardous Materials and/or contaminated substances, elements or waste of any kind as defined by applicable laws and regulations or applicable to the Service Work supplied.

**11.11** Customer shall indemnify Contractor for any and all claims, damages, losses, fines, penalties and expenses arising out of or relating to any unsafe working conditions, hazardous conditions, Hazardous Materials and/or contaminated substances, elements or waste of any kind that are restricted by applicable laws or regulations which are or were: (i) present in or about Customer's equipment or the work site prior to the commencement of Contractor's Service Work; (ii) improperly handled or disposed of by Customer or Customer's employees, agents, contractors or subcontractors; or (iii) brought, generated, produced or released on the work site by parties other than Contractor.

## **12. GOVERNING LAW AND ARBITRATION**

Customer shall pay, where applicable, all duties, withholding and other taxes, customs fees and charges and all charges and fees by a classification or inspection society. All such documentation or approvals which are required by applicable laws, and any applicable modifications of such laws, shall be the responsibility of and paid by Customer.

## **13. EXPORT CONTROLS AND TRADE SANCTIONS**

**13.1** The parties agree that the Service Work shall be provided subject to all applicable export controls, sanctions or restrictions imposed on services by any country or organization or nation which are enforceable in the jurisdiction of the Contractor, its affiliates or parent company, including Contractor's country, the United Nations, the European Union and the United States of America. Customer acknowledges that the Service Work and all related technical information, documents and materials may not be imported or exported, re-exported, transhipped, traded, diverted or transferred, directly or indirectly, contrary to such controls, sanctions or restrictions.

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13.2 Upon request by Contractor, Customer shall furnish Contractor with all the relevant certificates relating to export control laws, regulations, sanctions and restrictions.

13.3 Contractor has no liability resulting from any delay, cancellation or amendment of the Service Work resulting from export controls, sanctions or other applicable restrictive measures.

#### 14. GOVERNING LAW AND ARBITRATION

14.1 The Contract shall be governed by and interpreted in accordance with the laws in force at the registered office of Contractor, excluding the conflict of law rules applicable in such jurisdiction. Any controversy, claim or dispute between the parties hereto arising out of or related to this Contract shall be submitted to the International Court of Arbitration of the International Chamber of Commerce for final and binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall be in the English language and shall take place in Paris, France.

14.2 Nothing contained in this Clause shall preclude Contractor from bringing legal action or proceeding against Customer for purposes of enforcement, injunctive relief or interim or remedial measures in the courts of any jurisdiction where Customer or any of its property or assets may be found or located, and Customer hereby irrevocably submits to the jurisdiction of any such court.

#### 15. ENTIRE AGREEMENT

These Conditions, plus the additional agreed upon terms of the Contract (relating only to price, time and location for performance, and technical specifications and scope of Service Work to be performed) and the terms and conditions of any software license agreement executed in writing by Contractor and Customer and pertaining to software or other data provided in connection with the Service Work ("License Agreement") contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. The sale of any parts purchased from Contractor by Customer shall be in accordance with Contractor's General Terms and Conditions – Parts (2015). If a provision of these Conditions is at variance with necessary requirements of applicable law, then these Conditions shall be deemed to be amended to the minimum extent necessary to comply with such applicable law. No terms, conditions, representations, warranties or covenants contained in any correspondence, catalogue, or in any other form shall be applicable unless incorporated herein by express written agreement of the parties hereto.



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