

General Terms and Conditions of Taylor Smith and Company Limited

These General Terms and Conditions (the "Agreement") govern the services and/or facilities offered by Taylor Smith and Company Limited (the "Shipyard") to its clients.

1. General

By approving the Shipyard's Quotation for its Services, the Client unreservedly and unconditionally agrees to be bound by the present Agreement. Any Additional Quotation hereafter sought by the Client for additional services or variation of works shall be deemed to be subject to this Agreement.

2. Interpretation

For purposes of this Agreement, the following terms shall have the following meanings:

- 2.1. **Additional Quotations** means the quotation which was approved by Client for Extras.
- 2.2. **Client** means the Owner of the Vessel subjected to the Quoted Work and/or the person, firm or corporation acting on behalf of the Owner of the Vessel for the purpose of this Agreement.
- 2.3. **Contract Price** means the total of the price stated in Quotation and price of all Additional Quotation.
- 2.4. **Crew** means the Vessel's crew and any other employees of the Client.
- 2.5. **Extra (s)** means all work ordered by or on behalf of the Client in addition to, or variation of, the Quoted Work.
- 2.6. **Defect** means any fault in material or workmanship directly attributable to the Shipyard during the execution of the Quoted Work or approved Extras, which results in a material impairment to the functionality or safety of the Vessel.
- 2.7. **Owner of the Vessel** means the legal registered owner of the Vessel.
- 2.8. **Quoted Works** has the meaning given in clause 3.1.
- 2.9. **Quotation** means the quotation which was approved by Client for the Quoted Work.
- 2.10. **Vessel** means the ship, rig, or other structure described in the Client Information and Agreement Form and includes any part, machinery, or equipment thereof or intended thereof.

3. Scope of Work

- 3.1. The Shipyard agrees to perform the services and provide the facilities as described in the Quotation (the "**Quoted Work**") for the Vessel.
- 3.2. Any additional work or modifications to the Quoted Work requested by the Client shall be considered as "Extras". The Shipyard will provide a written Additional Quotation for each Extra, specifying the nature and the price of the work. The Client shall approve the Additional Quotation in writing before the work commences.
- 3.3. The Shipyard warrants that the Quoted Work and any approved Extras will be performed in a good and workmanlike manner and in accordance with industry standards.

4. Price and Payment

- 4.1. The Client shall settle any invoice prior to collection of the Vessel, unless an extension of the payment deadline has been expressly agreed in writing by both parties.
- 4.2. To secure a slot in a designated dry dock of the Shipyard, the Client shall pay an interim payment amounting to 50% of the price stated in the Quotation (the "Interim Payment"). In the event that the Client fails to make the Interim Payment, the Shipyard reserves the right to withdraw its quotation without any liability. Such withdrawal shall terminate any contractual relationship between the Shipyard and the Client concerning the services or facilities described in the Quotation.
- 4.3. All the prices communicated or quoted by the Shipyard, unless specifically indicated, are exclusive of all taxes, and in particular VAT (Value Added Tax). These taxes shall be additionally charged to the Client.
- 4.4. In respect of any amount which are not paid by the date upon which they become due:
 - 4.4.1. the Shipyard may charge, and the Client shall be liable of, late payment interest of 2 % per month above the key repo rate as determined by the Bank of Mauritius (or the maximum rate permitted by law, if lower) on the outstanding balance from the due date until the date of payment in full. The Client shall also be liable for all reasonable costs and expenses incurred

by the Shipyards in collecting any overdue payment, including attorney's fees and court costs.

4.4.2. In addition to clause 4.4.1, the Shipyards reserves its right to suspend the performance of its services under the Agreement until payment is made in full together with any accrued interest (the 'Suspension'). The Shipyards reserves the right to charge the Client an additional charge in respect of each day that the Vessel remained on the Shipyards' premises during the Suspension. The Shipyards shall use commercially reasonable efforts to resume Services promptly upon receipt of full payment. However, the Shipyards shall not be liable for any damages arising from the Suspension.

4.5. In addition to the other rights of the Shipyards pursuant to the provisions of clause 4, the Shipyards reserves the right to terminate this Agreement immediately by written notice to the Client if the Client fails to pay any sum due under this Agreement on the due date for payment or if the Client becomes insolvent or enters into any arrangement with creditors.

5. Completion

- 5.1. The Shipyards shall use reasonable endeavours to complete the Quoted Work and any approved Extras within any estimated timeframe set forth in the quotation (the "Estimated Completion Date"). The Estimated Completion Date is an estimate only and does not constitute a guaranteed completion date.
- 5.2. The Shipyards shall notify the Client of any delays in the completion of the work and the reasons for such delays.
- 5.3. The Client shall not be entitled to claim any compensation or damages for any failure to complete the work by the Estimated Completion Date.
- 5.4. Upon completion of the Quoted Work and any approved Extras, the Client shall collect the Vessel from the Shipyards' premises within twenty-four (24) hours from the date on which the Shipyards has notified the Client that the vessel is ready for collection.
- 5.5. If the Client fails to collect the vessel within the specified timeframe, the Shipyards reserves the right to charge the Client parking fees and any additional costs incurred as a result of the

delay, at the Shipyards' standard daily rates, until the vessel is collected.

5.6. Notwithstanding the above clause 5.4 and 5.5, the Shipyards shall have the right to withhold release of the vessel until all outstanding payments under this Agreement have been settled in full, pursuant to its right of retention under applicable maritime law.

6. Acceptance of work

- 6.1. Upon completion of the Quoted Work and any approved Extras, the Shipyards shall notify the Client, and, upon request of the Shipyards, the Parties may conduct a joint inspection with the Client to verify that the work has been completed in accordance with the Quotation, any Additional Quotation (s), and this Agreement.
- 6.2. The Client shall be deemed to have accepted the work upon written confirmation of acceptance or upon taking possession of the Vessel, whichever occurs first.

7. Guarantee

- 7.1. The Shipyards guarantees the Quoted Work and any approved Extras against any Defect for a period of six (6) months following the completion of the work and acceptance by the Client, or for any longer period expressly agreed by the parties in writing (the "Guarantee Period").
- 7.2. During the Guarantee Period, the Shipyards shall use all reasonable endeavours to promptly repair or replace any Defect, provided that the Client notifies the Shipyards of the Defect in writing within the Guarantee Period.
- 7.3. Any repair or replacement under this clause 7 shall be carried out exclusively at the Shipyards' facilities located in Port Louis. For the avoidance of doubt, the Client shall be solely responsible for any costs or expenses that may be associated with returning the vessel to Port Louis.
- 7.4. The guarantee provided in this clause 7 shall not apply to defects or damage arising from:
 - 7.4.1. Normal wear and tear;
 - 7.4.2. Misuse, neglect, or improper operation by the Client or its Crew;
 - 7.4.3. Modifications or repairs carried out by the Client or third parties;

- 7.4.4. Any information, drawings, or specifications provided by the Client that are inaccurate or incomplete.
- 7.5. The Client shall bear the burden of proving that a Defect exists and that such Defect is covered by the guarantee under this clause 7.

8. Limitation of Liability & Insurance

- 8.1. **The Client acknowledges and agrees that the Shipyards liability for any claim arising out of or in connection with the Agreement, whether in contract, tort, or otherwise, shall not exceed the sum of MUR 25,000,000/- (Twenty-five million Mauritian Rupees) (the 'Limit of Liability')**.
- 8.2. At all times that the Vessel is on the premises of the Shipyards, the Client shall have a comprehensive "all risks" insurance cover in respect of the Vessel and its property.
- 8.3. **Prior to commencement of any work on the Vessel, the Client shall obtain a waiver of subrogation from its Vessel insurer,** irrevocably waiving any and all rights of subrogation against the Shipyards, its affiliates, officers, directors, employees, agents, and subcontractors in connection with any claim arising out of or in connection with this Agreement (the '**Waiver of Subrogation**').
- 8.4. In the event the Client failed to comply with its obligation to obtain a Waiver of Subrogation, the Client shall indemnify and hold harmless the Shipyards, its affiliates, officers, directors, employees, agents, and subcontractors from and against any and all losses, liabilities, damages, claims, costs, and expenses (including reasonable legal fees) arising from any claim made by the Vessel's insurer or any other party that would have been barred had the waiver been obtained.
- 8.5. **The Client further agrees that the Shipyards shall not be liable for any indirect or consequential damages,** including loss of profits, loss of use, or loss of business opportunities, arising out of or in connection with the Agreement.
- 8.6. Nothing in the present clause 8, or in clause 9 and/or 12 below, shall limit or exclude the Shipyards liability for liability that is prohibited by law from being limited or excluded. In such circumstances, the clause shall be deemed modified to the minimum extent necessary to make it valid.

9. Safety and Safeguarding of the Vessel

- 9.1. The Shipyards shall implement reasonable and proportionate measures appropriate to the nature and scale of its operations to ensure the safety of its premises.
- 9.2. Notwithstanding the above clause 9.1, the Client shall remain solely responsible for the safekeeping, protection, and security of the Vessel and any property belonging to the Client while on the Shipyards premises.
- 9.3. The Client agrees to hold the Shipyards harmless in respect of any damages to the Vessel or the Client's property, except where such damages result directly from the Shipyards gross negligence or a wilful breach of an express provision of this Agreement.
- 9.4. The Client shall comply, and ensure that the Vessel's Crew comply, with all safety and security regulations and procedures established by the Shipyards, as well as any specific safety instructions provided by the Shipyards during the Vessel's stay on the Shipyards premises. The Client shall remain responsible for the safety and well-being of the Crew.
- 9.5. The Shipyards shall not be liable for any injury, loss, or damage suffered by any member of the Vessel's crew while on the Shipyards premises, except where such injury, loss, or damage results directly from the Shipyards *faute lourde* or wilful breach of this agreement.
- 9.6. Whilst the Vessel is in the dry dock, the Client and its Crew shall not alter the weight distribution of the Vessel or make any change in the displacement weight without obtaining prior written approval from the Shipyards.

10. Information to be provided by Client

- 10.1. The Client shall provide the Shipyards with all necessary information, drawings, and specifications relating to the Vessel and the Quoted Work in a timely manner.
- 10.2. Without limiting the generality of the above clause 10.1., the Client shall fully and accurately fill the Client Information and Agreement Form. The Client shall further provide any documents specifically requested by the Shipyards.
- 10.3. The Client shall comply with its obligation under clause 10.2 above prior to commencement of any work on the Vessel. Failure by the Client to comply with the said obligation does not automatically invalidate this Agreement. However, the Shipyards reserves its right not to commence the work on the vessel before the

Client has fully complied with the said obligation.

- 10.4. The Client shall be responsible for the accuracy and completeness of the information and documents provided. The Client shall hold the Shipyards harmless against any claim resulting from the communication of incorrect or incomplete information by the Client and/or its Crew.

11. Salvage and Regulatory Compliance

- 11.1. The Shipyards shall not be under any duty to salvage or preserve the Client's Vessel or other property from the consequences of any defect that existed prior to the Vessel's arrival at the Shipyards unless expressly contracted to do so by the Client on commercially agreed terms. Similarly, the Shipyards assumes no obligation to salvage or preserve the Client's Vessel or property from the consequences of any accident not caused by the Shipyards' negligence. Notwithstanding the foregoing, the Shipyards reserves the right, at its discretion, to take necessary actions to salvage or preserve vessels or property in situations where there is a risk to the safety of individuals, property, or the environment. Any such action undertaken by the Shipyards will be charged to the Client at standard commercial rates.
- 11.2. The Shipyards reserves the right to move the Vessel, and any gear, equipment, or other property, at any time as deemed necessary for reasons of safety, security, or effective management of its business and premises. The Client acknowledges that such movements may be conducted without prior notice if deemed urgent by the Shipyards.
- 11.3. The Client shall be responsible for complying with all applicable laws, regulations, and rules in the port area. The Client shall also comply with any instructions or directives received from the Mauritius Ports Authority or any other relevant authority.

12. Work on the Vessel by the Client or Third Parties

- 12.1. No work or services shall be carried out by the Client on a vessel, gear, equipment, or other property on the Shipyards' premises by the Client's Crew or any of the Client's subcontractors without the prior written consent of the Shipyards. Such consent will define, inter alia, the scope of work permitted, the duration of such work, and the identity and qualifications of the individuals performing the work.

- 12.2. The Client shall be responsible for ensuring that all individuals working on the Vessel or other property under the Client's instruction comply with all applicable safety and security regulations and procedures set by the Shipyards. The Client shall ensure that all such individuals are equipped with appropriate safety gear and are adequately trained and qualified to perform the tasks assigned to them.
- 12.3. The Shipyards reserves the right to charge the Client for the use of its facilities, equipment, or utilities by the Client or the Client's subcontractors, as well as for any necessary supervision or assistance provided by the Shipyards' personnel. This will be the subject of an Additional Quotation.
- 12.4. The Client shall be responsible for any damage caused by the Client, the Client's Crew, subcontractors, or agents, while the Vessel is on the Shipyards' premises. The Client shall indemnify and hold harmless the Shipyards against any claims, losses, damages, or expenses arising from any work performed by the Client or the Client's subcontractors on the Shipyards' premises.
- 12.5. The Client shall, therefore, maintain adequate insurance, including third party liability, to cover all risks relating to the work performed by the Client or the Client's subcontractors on the Shipyards' premises. Upon request, the Client shall promptly provide evidence of such an insurance coverage.
- 12.6. In the event that the Client or the Client's subcontractors fail to comply with the Shipyards' regulations or the terms of this Agreement, the Shipyards reserves the right to immediately withdraw the consent granted under clause 12.1 and require the cessation of all work by the Client or the Client's subcontractors on the Shipyards' premises.
- 12.7. The Client shall be responsible for ensuring that the work performed by the Client or the Client's subcontractors does not interfere with the Shipyards' operations or the work being performed by the Shipyards.
- 12.8. The Client or the Client's subcontractors should observe Health and Safety best practices whilst on the shipyard and the Shipyards reserves the right to refuse access to its premises to any individuals or entities who, in the Shipyards' sole discretion, are deemed to pose a risk to safety, security, or the efficient operation of the Shipyards.
- 12.9. The Client shall indemnify and hold harmless the Shipyards, its directors, shareholders, and

employees from and against any and all claims, losses, damages, liabilities—including but not limited to claims for death, bodily injury, or illness—and all related costs and expenses (including legal fees), arising from or in connection with the presence on the Shipyard's premises, or the operations of the Shipyard, of any member of the Crew, any subcontractor engaged by the Client, any employee of such subcontractor, or any other person engaged by the Client or whose presence is attributable to the Client, except where such claims result solely and directly from the Shipyard's *faute lourde* or wilful breach of this Agreement.

13. Subcontracting

- 13.1. The Shipyard reserves the right to subcontract any part of the Quoted Work or any approved Extras to third parties (the "Subcontractors") without prior consent from the Client, provided that the Shipyard shall remain responsible for the quality of the work performed by any Subcontractors and for ensuring that such work complies with the terms and conditions of this Agreement.
- 13.2. The Shipyard shall exercise reasonable care in the selection of Subcontractors, ensuring that they possess the necessary qualifications, skills, and experience to perform the work in a professional and competent manner.
- 13.3. The Shipyard may notify the Client of any significant work that is subcontracted, including the identity of the Subcontractor and the nature of the work to be performed. However, such notification shall not require the Client's approval or consent.
- 13.4. The Client agrees to indemnify and hold harmless the Shipyard and its Subcontractors from any claims, damages, or losses arising from any actions, omissions, or breaches by the Client or its Crews.

14. Force Majeure

- 14.1. For the purposes of this Agreement, "Force Majeure" shall mean any event or circumstance beyond the reasonable control of either party, including but not limited to acts of God, natural disasters, war, terrorism, civil commotion, acts of government or regulatory authority, strikes, lockouts, labor disputes, epidemics, pandemics, fires, explosions, floods, severe

- 14.2. weather conditions, and shortages or interruptions in the supply of goods or services. If either party is prevented or delayed in performing any of its obligations under this Agreement by Force Majeure, such party shall promptly notify the other party in writing of the occurrence and nature of the Force Majeure event and shall be excused from the performance of its obligations under this Agreement for as long as the Force Majeure event continues and to the extent that such performance is prevented or delayed.
- 14.3. The Party affected by Force Majeure shall use all reasonable efforts to mitigate the effects of the Force Majeure event and to resume performance of its obligations as soon as reasonably possible. The party shall also keep the other party informed of the status of the Force Majeure event and the expected duration of any delay.
- 14.4. If a Force Majeure event continues for a period exceeding ninety (90) days, either party may terminate this Agreement by giving written notice to the other party. Upon such termination, neither party shall have any liability to the other except for obligations accrued prior to the occurrence of the Force Majeure event.
- 14.5. Notwithstanding any other provision of this Agreement, the occurrence of a Force Majeure event shall not relieve the Client of the obligation to pay for services rendered or goods provided by the Shipyard.

15. Title and Risk of Goods supplied by the Shipyard

- 15.1. Title to all goods, equipment, and materials supplied by the Shipyard to the Client shall remain with the Shipyard until full payment has been received. Notwithstanding the retention of title, the Client shall be responsible for the risk of loss or damage to the goods, equipment, and materials from the time that the Vessel is collected by the Client from the Shipyard's premises.
- 15.2. Risk in all goods, equipment, and materials supplied by the Shipyard to the Client shall pass to the Client at the time the vessel is collected by the Client from the Shipyard's premises. The Client shall bear all risk of loss, damage, or destruction to such goods, equipment, and materials from the point of collection onwards, even though title remains with the Shipyard until full payment is received.

16. Environmental Compliance and Disposal of Waste

- 16.1. The Client agrees to comply with all applicable environmental laws, regulations, and standards, including those relating to the disposal of hazardous materials and waste.
- 16.2. The Client shall ensure that no pollutants, hazardous materials, or waste are discharged into the water, air, or land at the Shipyard's premises.
- 16.3. The Client shall be responsible for, and bear the cost of, the proper handling, storage, and disposal of all waste generated by the Client's work or the work of the Client's subcontractors, or any hazardous materials that must be removed from the Vessel by the Shipyard. If the Client wishes to engage the Shipyard for the handling, storage, or disposal of such waste, this shall be treated as an Extra, and an Additional Quotation for these services shall be issued.
- 16.4. In the event of any environmental incident, spill, or release of hazardous materials attributable to the Client, the Client shall take all necessary steps to contain and remediate the incident and promptly notify the Shipyard.
- 16.5. The Client shall indemnify and hold harmless the Shipyard from any claims, liabilities, damages, or expenses resulting from a breach by the Client of one of its obligations under clause 16.

17. Governing Law and Jurisdiction

- 17.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Mauritius.
- 17.2. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the Republic of Mauritius.

18. Severability & Modification

- 18.1. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 18.2. No variation, modification, amendment, or waiver of any provision of this Agreement shall be of any effect unless it is in writing and signed by the Party against which it is sought to be enforced or mutually agreed to by the Parties.

19. Notices

- 19.1. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered post, or reputable courier service, or sent by email to the addresses set forth below:

If to the Shipyard:

Physical Address: Old Quay D Road, Port Louis Mauritius

Email address: willy.vanniekerk@taylorsmith.mu and stella.dupre@taylorsmith.mu.

If to the Client: At any addresses and email addresses provided in the Client Information and Agreement Form.

- 19.2. The parties may change their respective addresses for notice purposes by giving written notice to the other party in accordance with this clause 19.