



Action code: **COMMERCIAL**

Fees for Technical Assistance and Advisory Work

MAN PrimeServ, Copenhagen

SL2016-612/PMN

February 2016

Concerns

Owners and operators of MAN B&W two-stroke low speed MC/MC-C/MC-S, ME/ME-C/ME-B and ME-GI engines.

Dear Sirs

The purpose of this service letter is to inform operators of MAN B&W engines of PrimeServ's prices on service rendered from Denmark and from our service centres around the world.

The fees are valid from January 2016 for assistance rendered by personnel based in Denmark.

Any questions regarding our fees for technical service can be directed to PrimeServ, dept. DT-CPH, at PrimeServ-Cph@mandieselturbo.com

Yours faithfully

Michael Petersen
Vice President
PrimeServ Two-stroke

Peter M Nielsen
Manager Technical Service

Encl.:
PrimeServ flyers
General Terms & Conditions



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German Reg.No.: HRB 22056
Amtsgericht Augsburg



Fees in Euro for Technical Service

Superintendent engineer for advisory work, testing, trouble-shooting, and waiting

Weekdays (within normal working hours, 07-17.00)			Saturday, Sunday, and local holidays			Waiting and travelling time
Full day (4-8 hrs)	½ weekday (0-4 hrs)	Hourly rate after normal working hours	Full day (4-8 hrs)	½ day (0-4 hrs)	Hourly rate after 8-hour working day	Per hour
1350	740	245	1940	1110	305	160

Technician for attending repair jobs, erecting new engines, overhaul work, etc., travelling and waiting, per service call

Weekdays (within normal working hours)			Saturday, Sunday, and local holidays			Waiting and travelling time
Full day (4-8 hrs)	½ weekday (0-4 hrs)	Hourly rate after normal working hours	Full day (4-8 hrs)	½ day (0-4 hrs)	Hourly rate after 8-hour working day	Per hour
1080	585	195	1545	810	245	130

Terms and conditions

Charges

For work up to 4 hours, half a day will be charged. For hours worked in excess of 4 hours up to 8 hours, a full day will be charged. Work carried out before and after normal working hours (07:00 – 17:00) and in excess of 8 hours per day will be charged as overtime hours. 12 hours per day are charged when our personnel are requested to sail with the vessel/stay on site. Meal break hours are not to be deducted from the attendance as these have been provided for in the fees.

In addition to the service fees, customers will be invoiced for travel expenses (train, bus, taxi, ferry, mileage).

For service rendered outside the home base of the respective service personnel, a per diem charge of EUR 95 will be added, together with expenses for hotels and transportation. A 10% administration fee will be added to our outlays (hotel, air ticket, taxi, train, ferry, etc.).

Working hours

As a guiding principle, the duties of our engineers cannot be extended beyond 12 working hours a day excluding travelling, transport and breaks. No deductions for transport or breaks are to be made in the service fees as these have already been provided for in the fees. To comply with international rules, it is required for jobs extending beyond two weeks that our engineers have a weekly day of rest. This day will be charged as a waiting day

Supporting documents

Hotels and flight tickets will be booked by MAN Diesel & Turbo. Supporting documents, i.e. documentation for flight tickets and hotel accommodation, will only be made available if this is requested when the service visit is ordered. If such documents are ordered after the service attendance, a fee of EUR 350 will be charged.

Expenses in connection with special visa requirements, as regards the ISPS Code, etc., will be added on an actual cost basis + 10%.

Indemnity

Please note that our personnel is not authorized to sign any forms releasing the customer, ship, or power plant from its responsibility towards our representative. In case any doubt occurs, our representative will be entitled to leave the site, and the customer will be invoiced in accordance with our normal fee, including travelling expenses.

In general

The exchange rate will be fixed on the date of issue of the order. On overseas flights our engineers will be travelling on lowest fare business class. Inside Europe, travelling will be on economy if available.

Invoices are exclusive of local taxes, such as VAT and sales tax (e.g. in China). Each service call will be followed up by a report covering the service rendered.

We reserve the right for our engineers to decline boarding/disembarking a vessel due to the weather conditions, poor boarding facilities, seaworthiness of the launch boat or if other safety issues warrant it.

Service will be rendered in accordance with our General Terms and Conditions, a copy of which is enclosed.

When ordering, please provide the exact invoicing address.

We recommend liaising with the nearest PrimeServ Centre in order to reduce travelling time and cost. However, attendance is always subject to competence, availability and capability. The contact details of the nearest PrimeServ Centre can be found on www.mandieselturbo.com



Other services

- The fee for an engine performance evaluation and a crankshaft alignment calculation is EUR 900 each. The data necessary for carrying out the performance analysis are described in our Service Letter SL2014-590/OBN.
- Analysis of replicas sent to MAN PrimeServ Copenhagen in connection with cylinder condition inspection due to suspicion of catfines:
Price: Basic analysis EUR 530/unit
Extended analysis EUR 2,650/unit (1,545/unit after first).
- Annual service package – Basic/MC and ME engines. Comprises of a number of visual inspections as specified in relevant flyer (enclosed).
Annual service package – Extended/MC and ME engines. Same as basic including performance measurements.
Price: Basic EUR 700/unit
Extended EUR 1,000/unit.
- Cylinder liner measuring with detailed scavenge port inspection with cylinder cover mounted (from S50 to 98-cm bore).
Price: Hourly rates apply for less than 3 units
EUR 480/unit.
- Cylinder liner and combustion space condition monitoring by video (50-98 bore) as specified in flyer (enclosed).
Price: EUR 300/unit.
- Torsional vibration calculation to determine restrictions when running with units cut out.
Price: EUR 7,500.
- Material analyses of parts forwarded to MAN PrimeServ for mechanical properties, chemical composition, etc., are charged case by case.
Price: EUR 6,000 min. will be charged.
- Our services also include a large number of retrofit products available for engines in service. These products are upgrades to enhance engine performance and reduce emissions. The products are constantly updated and new ones are added. For further information, see the webpage Retrofit and Upgrade under the heading PrimeServ at www.mandieselturbo.com.

Worldwide

We recommend to liaise with the nearest PrimeServ Centre in order to reduce travelling time and costs. However, attendance is always subject to availability and capability. In this case, the service fee will be in accordance with the rate charged by the service centre in question.

The latest update of our contact details for our service network can always be found at <http://www.mandieselturbo.com/worldwidene트워크>

For your information we enclose our general terms and conditions.

Scan the QR-code with your smartphone to gain quick access to the below listed websites:



MAN Diesel & Turbo Home Page



PrimeServ

MAN Diesel & Turbo

General Terms and Conditions – PrimeServ Copenhagen Denmark

1 INTERPRETATION

1.1 In these Conditions the following words will (unless the context otherwise requires) have the following meanings:

- Agent** means one that acts or has the power or authority to act on behalf of MDT;
- Buyer** means the natural or legal person that has issued the Order;
- MDT** means MAN Diesel & Turbo, filial af MAN Diesel & Turbo SE, Tyskland (a Danish registered branch of MAN Diesel & Turbo SE, Germany);
- Conditions** means the conditions set out in this document;
- Contract** means any contract for Work between the Buyer and MDT;
- Goods** means goods supplied by MDT (as specified in MDT's tender or order acknowledgement);
- IPRs** means intellectual property rights of any nature whether registrable or not including without limitation any and all inventions, patents, utility models, design rights, copyright, know how, trade secrets, confidential information, trademarks, service marks, trade names and goodwill;
- Order** means an order placed by the Buyer and acknowledged in writing by MDT thereby constituting a Contract, which is subject to the Conditions and/or such other conditions expressly stated in writing in the order acknowledgement;
- Party** and **Parties** mean either MDT or Buyer or MDT and Buyer together;
- Services** means services supplied by MDT (as specified in MDT's tender or order acknowledgement);
- Site** means the place specified in MDT's tender or order acknowledgement where the Services are to be performed by MDT.
- Work** means Goods and/or Services.

2 INTRODUCTION AND FORMATION

- 2.1 All tenders are made and Orders are accepted by MDT subject to the Conditions and they shall apply to any Contract to the exclusion of any other terms and conditions including without limit those which the Buyer purports to apply under any Order. Variations to the terms of any Contract will only be effective if agreed in writing.
- 2.2 Any quotations, tenders, Orders and Contracts shall incorporate these Conditions by reference and thereby the Conditions are to be considered a part of the aforementioned.
- 2.3 All information on weight, dimensions, capacity, price, technical and other data stated in catalogues, prospectuses, circulars, advertisements, illustrated matter and price lists is to be considered approximate. Such information is only binding to the extent expressly stated in the order acknowledgement or in other documents forming part of the Contract expressly referring to such information.

3 DELIVERY AND NON-DELIVERY AND DELAY

- 3.1 Unless otherwise expressly agreed in writing by MDT
 - (a) delivery times accepted by MDT are given in good faith but are an estimate only; and
 - (b) delivery of the Goods is made EXW (Incoterms 2010).
- 3.2 MDT may deliver Goods in instalments and perform Services in sections in any sequence. Default by MDT, howsoever caused, in respect of one or more instalments and/or sections shall not entitle the Buyer to terminate the relevant Contract as a whole.
- 3.3 Where:
 - (a) the Buyer fails or refuses to accept delivery of any Goods when they are ready for delivery in accordance with the relevant Order; or
 - (b) MDT agrees (at its sole discretion) to postpone delivery of the Goods at the request of the Buyer; or
 - (c) the Buyer fails to provide any instructions, consents or authorisations required to enable the Goods to be delivered on the due date; the risk in the Goods shall pass immediately to the Buyer, delivery of the Goods shall be deemed to have taken place and MDT may store or arrange for storage of such Goods and charge the Buyer for all related costs and expenses (including storage and insurance) and may sell such Goods after expiry of 28 days following such failure or refusal and deduct any monies payable to MDT by the Buyer from the sale proceeds and charge the Buyer for any shortfall below the Contract price.
- 3.4 All Goods must be examined by the Buyer immediately upon delivery. MDT may, at its option, be present at such examination. MDT shall only be liable for shortages in, damage to, non-delivery of, incorrect supply of or delivery of an excessive quantity of Goods if notified by the Buyer to MDT in writing immediately after the appearance thereof and in no event later than 10 days after the actual or anticipated date of delivery (as relevant) and provided that the cause thereof was within the reasonable control of MDT. Where MDT is liable as set out in this Condition 3.4 MDT shall, at its sole discretion, either arrange for delivery as soon as reasonably possible or credit the Buyer for such Goods and this shall be the Buyer's only remedies and in lieu of all other rights and remedies which might otherwise be available to the Buyer. Shortages in or non-delivery of some or part of the Goods shall not affect the Contract in respect of any other Goods. In case of incorrect supply of or delivery of excessive quantity of Goods, the Buyer shall, if accepted by MDT, return the Goods delivered at the cost of MDT. In order to have the returned Goods replaced or credited it must be in the same condition as when received by the Buyer. The Buyer is liable for any damage to the returned Goods caused by inadequate packing and/or transport.
- 3.5 If prior to delivery MDT has concern regarding timely payment because of an adverse change in the Buyers circumstances or otherwise, it may require payment of all or additional parts of the Work before delivery.
- 3.6 If the contractual delivery time for the Work or part of the Work is delayed and this delay was caused by negligence or intention of MDT and if the Buyer has suffered a loss caused by such delay, the Buyer shall be entitled to liquidated damages for delay. Such liquidated damages for delay shall amount to 0.5% of the value of the delayed part of the Work concerned per each full week of delay considering a grace period of 2 weeks. The liquidated damages for delay will be limited to a maximum of 5% of the value of the delayed part of the Work.
- 3.7 Liquidated damages shall be the Buyer's sole and exclusive measure of damages and remedy against MDT with respect to the failure to achieve the contractual delivery time for the Work.

4 TITLE

4.1 Unless MDT has been paid in full in advance, the Goods will be considered as having been delivered with MDT retaining the ownership until full payment has been effected by the Buyer. If the Buyer does not pay when due, MDT is entitled to take back the Goods without a court judgement in accordance with the applicable law.

5 PRICE AND BINDING PERIOD OF QUOTATIONS AND TENDERS

- 5.1 Unless otherwise agreed, quotations and tenders lapse after 30 days from their date unless already withdrawn by MDT.
- 5.2 Unless fixed prices have been agreed in writing by MDT, all sales are made at MDT's prices valid at the date of MDT's order acknowledgement.
- 5.3 Unless otherwise agreed in writing by MDT, prices set out in any of MDT's price lists, tenders or order acknowledgements are EXW (Incoterms 2010) and exclusive of any taxes, duties, fees, charges or similar and any costs of carriage, package and insurance which shall be payable in addition to the price. Buyer will pay, reimburse and/or indemnify MDT for same. Further such prices are exclusive of board, lodging and transportation and such other facilities as are to be provided by the Buyer free of charge. All travelling expenses and costs of carriage of luggage, instruments and tools incurred by MDT's personnel shall be finally paid for by the Buyer.
- 5.4 Unless otherwise agreed by MDT in writing sums payable by the Buyer to MDT shall be paid by the Buyer net cash not later than 30 days after the date of the invoice. If any sum payable under the Contract is not paid when due then without prejudice to MDT's other rights under these Conditions, such sum shall bear interest from the due date until payment is made in full, both before and after any judgement, at 8% per annum.

6 PROVISION OF SERVICES

- 6.1 Unless otherwise expressly agreed in writing Services rendered by MDT shall be charged on time basis in accordance with MDT's general rates for personnel at the date of MDT's order acknowledgement.
- 6.2 Unless otherwise expressly agreed in writing MDT's execution of Services is subject to manual assistance being rendered by the Buyer either through engine room staff or other qualified persons made available by the Buyer.
- 6.3 The taking over of the Service by the Buyer shall be deemed to have taken place at the latest, when the Buyer has received MDT's notice that the Service has been completed, provided that the Service is as required for taking over according to the Contract. Minor deficiencies which do not affect the efficiency of the Service shall not prevent taking over. The period, referred to in Condition 7.1 shall start to run at the latest when the Service is ready for taking over in accordance with this Condition 6.3.

7 WARRANTY

- 7.1 MDT warrants for a period of 12 months from the date the Goods were delivered or the Services rendered, that such Goods are free from substantial defects in materials or manufacture and that such Services were carried out with reasonable skills and care.
- 7.2 All conditions, warranties or other terms whether express or implied, statutory or otherwise, inconsistent with Condition 7.1, are hereby expressly excluded to the fullest extent possible.
- 7.3 The warranty given in Condition 7.1 will not apply:
 - (a) where the defect arises from any drawing, design, specification or intellectual property right supplied by the Buyer or arises from normal wear and tear, wilful damage, the Buyer's negligence, abnormal working conditions, use for unintended purpose, misuse, abuse, lack of maintenance or arises from any failure to follow MDT's advice or general instruction (whether oral or in writing) or alteration or repair of the Work without MDT's approval;
 - (b) if MDT or its Agents are not given a reasonable opportunity to safely inspect the Work;
 - (c) if the total price for the Work has not been paid by the due date for payment;
 - (d) if the Goods supplied by MDT are mounted in a MDT engine for which the Buyer has also used unoriginal parts which are violating intellectual property rights of MAN Diesel & Turbo; or
 - (e) if the Buyer has not notified MDT of the warranty claim within 14 days after the time where Buyer discovered or ought to have discovered the defect and, if so requested in writing by MDT after such notification, the Buyer fails to fill out a defect report within a period of 14 days after receipt of such request from MDT.
- 7.4 In the event of a breach by MDT of the warranty in Condition 7.1 MDT shall only be obliged (and shall have no further liability in contract, tort, law or otherwise if any defect in quality of the Work) at its option either to:
 - (a) credit the price (if already paid) attributable to the faulty Work; or
 - (b) repair, rectify or replace the faulty Work, provided that any Goods are returned to MDT in their delivered state at the Buyer's expense if so requested by MDT within 3 months from the date of the dispatch of the replacement Goods. MDT shall especially not be responsible for offloading of cargo and/or any precondition works necessary to repair and/or rectify the defect. Condition 7.4 shall also be the Buyer's only remedy and in lieu of any other rights and remedies which might otherwise be available to the Buyer. Any repair, rectification, or replacement work will be warranted on the terms set out in this Condition 7 but in no case longer than the original warranty period.

8 EXEMPTIONS AND FORCE MAJEURE

8.1 Either Party may be excused from the timely performance of its obligations under the Contract, where the performance is impeded or prevented by circumstances beyond its control, including but not limited to performance affected by an act of God, labour disputes, civil commotion, governmental or official actions or any other event which was unforeseeable or outside the reasonable control of such Party. The Party shall be temporarily relieved from its obligations during the period of time such events continued. The above stated shall also be applicable to MDT if a sub-supplier of MDT is affected by such event and/or in case the Party concerned is already in default.

8.2 Either Party may terminate the Contract affected if such circumstances continue for more than 6 months.

8.3 The Parties are committed to give each other the necessary information which may reasonably be expected without delay, and to adjust

their obligations in good faith to the changed circumstances.

9 INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 9.1 The Buyer shall not, under any circumstances acquire any right in or to any of the IPRs (including, without limitation, copyright) subsisting in, resulting from or relating to Work, or any plans, descriptions, blue prints, designs, technical information, software, documents, drawings and/or specifications relating thereto either (a) supplied by or on behalf of MDT to the Buyer in connection with Work, or (b) resulting from Work, unless otherwise expressly agreed by MDT in writing. Should the Buyer acquire any such rights then the Buyer shall immediately inform MDT and shall take such steps as may be required by MDT to assign such rights to or vest such rights in MDT.
- 9.2 MDT shall have the right to apply any trademarks, trade names and/or service marks to the Goods. The Buyer acknowledges that no rights are granted to the Buyer in respect of such trademarks, trade names and/or service marks through the use of the Goods by the Buyer. The Buyer shall not delete, remove or obliterate any trademarks, trade names or logos applied by MDT on or in relation to the Goods.
- 9.3 The Buyer shall keep confidential and not use, without the prior written consent of MDT, all or any information including without limit, those supplied by MDT to the Buyer or disclosed to or obtained by the Buyer pursuant to or as a result of the Contract, and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of the Buyer, or disclosure of the same is required by law or by any other governmental or other regulatory body. Further, the Buyer shall not reproduce or copy in any manner whatsoever, in whole or in part, any of the information mentioned above.
- 9.4 In the event that MDT bases the production of the Goods on its own specifications, MDT shall under the exclusion of any further liability warrant that such Goods do not interfere with IPRs published in USA, Denmark and/or by the European Patent Office. This shall not apply, if MDT has manufactured the Goods in accordance with drawings, models or other equivalent descriptions or information provided by the Buyer. As far as MDT is not liable pursuant to this Condition 9.4, the Buyer shall release MDT from all third party claims. In case an infringement of such third parties' IPRs appears to emerge, the Parties will enter into negotiations with due consideration of such situation and jointly agree on the consequences.

10 LIMITATION OF LIABILITY

- 10.1 MDT shall be under no liability whatsoever to the Buyer for any loss, damage, delay or expense incurred of whatsoever nature, whether direct or indirect, including but not limited to (i) any loss of profit, hire, business contracts, revenues or anticipated savings, or (ii) for damage to the Buyer's reputation or goodwill, or (iii) for any loss resulting from any claim made by any third party, or (iv) for any special, indirect, consequential or incidental loss or damage of any nature whatsoever.
- 10.2 Nothing in these Conditions shall exclude or limit the liability of MDT for death or personal injury or damages to other property than the Goods caused by MDT's gross negligence or fraudulent misrepresentation.
- 10.3 Without prejudice to Conditions 7.3, 10.1 and 10.2 MDT's total liability for Work in contract, tort, law or otherwise shall be limited to the value of that Work.

11 TERMINATION

- 11.1 If the Buyer fails to make any payment when due or to perform any of its other obligations on time, MDT shall be entitled to suspend its performance of the Contract until the failure is remedied, and regardless of whether MDT elects to suspend performance:
 - (a) the time for performance of the Contract by MDT shall be automatically extended accordingly; and
 - (b) any cost (including waiting time, financial costs and storage, demurrage or other charges) thereby incurred by MDT shall be paid by the Buyer.
- 11.2 Without prejudice to any of its other rights MDT may immediately terminate the Contract if any of the following occurs or is likely to occur:
 - (a) suspension under Condition 11.1 continues for more than 120 days;
 - (b) the Buyer is in breach of any of its obligations under the Contract which, if capable of remedy, the Buyer has not remedied within 30 days of receiving written notice from MDT; or
 - (c) the Buyer is wound up or becomes insolvent or has a receiver or administrative receiver appointed or any equivalent or analogous event occurs in any jurisdiction or the Buyer ceases or threatens to cease to carry on business or otherwise is unable to pay its debts when they fall due.
- 11.3 Upon termination, howsoever arising, MDT shall be entitled to suspend any further Work under the Contract without any liability to the Buyer. Without prejudice to MDT's other remedies under the Contract, within 14 days of such a notice of termination, howsoever arising, the Buyer shall pay to MDT:
 - (a) the outstanding balance of the Contract price of the Work which has been delivered or performed; and
 - (b) the costs incurred or committed by MDT up to the date of notice of termination in performing such Work which is not yet completed plus a reasonable margin to be agreed between the Parties which shall not be less than 15% of the Contract price; and
 - (c) the costs reasonably incurred by MDT as a result of the termination.
- 11.4 Termination, expiry or completion of the Contract or any part of it, shall not affect or prejudice the provisions of Conditions 9, 10, 11, 12 and 14.

12 BUYER'S OBLIGATIONS

- 12.1 The Buyer shall provide MDT's personnel with assistance in obtaining official entry, exit or working permits required in the country where the Services are to be carried out and ensure that they have free access to the Site.
- 12.2 The Buyer shall provide MDT's personnel with unobstructed and safe access to the Site to enable them to perform the Service.
- 12.3 The Buyer shall be responsible for ensuring the health and safety of MDT's personnel whilst on the Site. The Buyer shall take appropriate measures to protect MDT's personnel from risks associated with lone working, working in confined spaces and with substances hazardous to health. When MDT is to carry out the Service on the Site, the Buyer shall make available and bear the costs of an adequate number of fitters, local transport, lifting gear, towing, dockage, supply of electricity and similar supplies.
- 12.4 The Buyer shall assume all responsibility for all acts or omissions of the Buyer's personnel and MDT shall have no liability with respect thereto.
- 12.5 The Buyer shall provide all tools, test equipment and test facilities unless specifically stated otherwise in the Contract. Where MDT does supply tools then the Buyer shall give all necessary assistance with the customs formalities required for the import and re-export of MDT's tools and equipment free of any duties or taxes.
- 12.6 The Buyer shall to the best of its ability assist MDT in obtaining all necessary information concerning such local laws and regulations as are applicable to MDT's performance of the Services.
- 12.7 MDT may, at its sole discretion, refuse to perform the Services in conditions or surroundings that it considers may be prejudicial to the health and/or safety of its personnel and/or where the Buyer is in breach of this Condition 12 and MDT shall not be liable under the Contract for any delay in or failure of delivery in such event.
- 12.8 The Buyer shall specify a firm delivery address for the ordered Goods at least within 3 weeks after receipt of MDT's written confirmation of the date of readiness for dispatch. Condition 3.3 (c) shall apply accordingly.
- 12.9 The Buyer must obtain at its expense all licenses, permits and approvals relevant to the Work.
- 12.10 The Buyer warrants that all tools, equipment etc. to be provided by the Buyer according to the Contract are in a safe and usable condition.

13 EXPORT

- 13.1 Notwithstanding Condition 8 MDT reserves the right to suspend at its sole discretion its performance at any time, in whole or in part, without incurring any liability, whenever such performance would be prevented by any applicable export or re-export control regulation (including but not limited to EU and U.S.-law, as the case may be) or where an export license required by such regulations cannot be obtained. In the event the performance of the Contract is prevented due to the above reasons for a period of more than 180 days, MDT or Buyer shall be entitled to terminate the Contract to the extent the performance is prevented. In the event an export license has been denied by the responsible authorities, MDT or Buyer shall be entitled to terminate the denied part of the performance immediately. As consequence of such termination Buyer shall pay to MDT the price of the Work performed by the MDT under the Contract and any cost for unavoidable commitments incurred by MDT with respect thereto. Any claims, rights and/or remedies of the Buyer with respect to such termination shall be excluded.
- 13.2 MDT shall provide Buyer with a customs invoice and a packing list as standard shipping documents. Such documents are made out to the name of the Buyer. The content and layout of such documents are defined by MDT and cannot be adjusted or amended. The provision of any further information or documents which might be required by Buyer for import purposes, such as but not limited to countries of origin, HS codes (numeric codes according to the "International Convention on the Harmonized System", issued by the World Customs Organization (WCO)), certificates of origin, declarations of preferential origin or other certificates shall be subject to an individual agreement. All costs for such additional information or documents shall be borne by the Buyer.

14 GENERAL

- 14.1 MDT and the Buyer shall only be entitled to assign or subcontract any of its rights or the obligations under the Contract with the prior written consent of the other.
- 14.2 No act or omission shall act as a waiver of an unperformed obligation of the other Party or constitute an agreement to allow future breaches of the applicable provision.
- 14.3 If any term, clause, condition or part of these Conditions is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from these Conditions and shall be ineffective without, as far as is possible, modifying any other provision or part of these Conditions and this shall not affect any other provisions of the Contract which shall remain in full force and effect. The Parties are committed to replace the invalid provision by another with respect to the commercial effect equivalent provision, in so far as this is possible.
- 14.4 The Contract and these Conditions shall be construed in accordance with and governed in all aspects by the laws of Denmark, however, excluding the rules of conflicts of law and excluding the Convention of the United Nations of 11.4.1980 on Contracts for International Sale of Goods.
- 14.5 If a difference of opinion cannot be settled by the Parties themselves, all disputes arising out of or in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall take place in Copenhagen, Denmark in the English language. However, MDT shall not be prevented from choosing, at MDT's own discretion, to bring an action against the Buyer in any ordinary court of law having jurisdiction over such action. The Parties will keep the existence of the arbitration or any information or document relating thereto or disclosed therein and there for confidential.

15 ENTIRE AGREEMENT

- 15.1 These Conditions and the additional agreed terms of the Contract contain the entire agreement and understanding of the Parties and supersedes all other statements, understandings or the like relating to such subject matter. MDT rejects any differing or supplemental terms which may be printed or otherwise found in any of the Buyers Order or other documents. Any alteration of a Contract must be in writing and signed by an authorized representative of each Party. 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.

HEAD OFFICE (& POSTAL ADDRESS)

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Amtsgericht Augsburg

Cylinder Liner and Combustion Space Condition Monitoring by Video

50-108 bore sizes



Recently, MAN Diesel & Turbo introduced the possibility of measuring all installed liners by the use of online laser-based equipment, a so-called VAK. This system does not require lifting of cylinder covers or exhaust valves, but only the removal of one cylinder cover mounted fuel oil valve.

Furthermore, we have developed a video device, which among other things enables the following remote inspections:

- General liner wall condition in full length
- Cylinder cover and fuel valve nozzle condition
- Exhaust valve underside
- Internal water leaks.

The advantage of this inspection is that it provides a clear, fast and reliable overall picture of the condition of the entire combustion space and the components. With the system, it is among other things possible to observe:

- Cold corrosion in places/positions of the liner, which are normally not visible
- Any presence of significant wear ridges in top of the liner

- Signs of clover leaf
- Significant or premature signs of blow-by caused by elevated liner ovality
- Signs of black spots
- Signs of scuffing.

The cylinder cover:

- Elevated or significant burning in way of fuel valve bores
- Water leakages
- The condition of the installed fuel oil valves or leakages in same
- The condition of the underside of the installed exhaust valve.

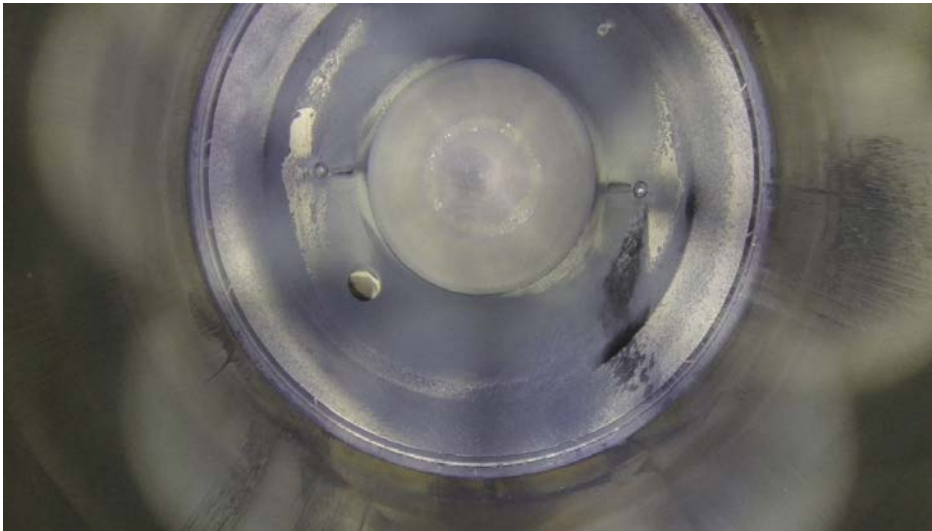
Due to size limitations, the above inspections are only possible for 50 bore and upward. In short, any MC/MC-C or ME-C/ME-B engine from 50-98 cm bores can be inspected.

With this system, the attending superintendent engineer will have a live feed of any recording by remote access during the entire inspection. In this way, he will be able to focus specifically on areas of interest during the entire inspection.



Cylinder Liner and Combustion Space Condition Monitoring by Video

50-108 bore sizes



Price: EUR 300 per cylinder unit.

The price includes one superintendent engineer from PrimeServ Qatar for approximately one day followed by a written report and the possibility of downloading the entire video from the common Nexus network. Travelling and living expenses will be invoiced separately.

Please contact PrimeServ-Qatar@mandieselturbo.com for further information

A demonstration video can be downloaded using the following link:
www.mandieselturbo.com/CombustionSpaceCondition

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Annual Service Package – Extended

ME engines

The extended annual service package ME (electronic engines) consists of

- An evaluation of the oil history to determine whether water/Pb is present
- A crankcase inspection, including main bearing top clearances and a wire feeler inspection, guide rails and piston rods
- A quick function test of the ME system via the MOP, including a cyclic test of the hydraulic valves and a test of the exhaust valve seals by a “drop down” test
- A performance check during sailing at possible loads, aiming at three observations at different loads.



The extended annual service package also includes a visual inspection of

- The cylinder liners, the pistons, the piston rings (a full scavenge port inspection including flaps)
- The crankshaft deflection, if necessary, and evaluation and spot check of recent records made by the crew
- The chain drive and the guide bars
- The moment compensator
- The scavenge air cooler
- The water mist catcher
- The condition of the shaft earth grounding device
- The general cabling condition and the current insulation level, including random inspections of relevant junction boxes and MPC cabinets for general condition
- The Bender insulation unit and the current insulation level
- The functionality of the PMI Auto-tuning, if installed
- A performance evaluation report is included.

Price: EUR 1,000 per cylinder unit.

The price includes one or two superintendent engineers from our Copenhagen Service Centre for approximately three to four days and a written report. Travelling and living expenses will be invoiced separately.

Please contact Technical Service in Copenhagen for further information at dt-cph@mandieselturbo.com



MAN | PrimeServ

Annual Service Package – Extended

ME engines

General conditions and recommendations

For 8-cylinder engines and up, the inspections require two attending engineers, who are included in the price.

It is expected that the installed turning gear and other safety gear are in good working condition. If for instance the turning gear of the blockage of the main starting valve, etc., is found defective, we reserve the right not to conduct inspections, which may be deemed to pose a security risk to our attending engineers.

We recommend that the on board electrician participates in the inspections mentioned above relevant for his tasks on board.

In general, we expect the on board crew to assist in preparing access to the parts and confined spaces relevant for the inspections. If we only have one superintendent engineer on board, one of the vessel's engineers must stand by and perhaps participate in the inspections for safety reasons. We will not accept that our engineers work on their own in any of the confined spaces mentioned and relevant for the above inspections.

We also recommend and support that crankcase inspections, deflection and main bearing clearance readings are conducted as a joint venture with the on board engineers in order to align future recordings/measurements.

We often observe relatively large differences in clearances recorded by the on board crew when comparing the actual measurements made by our attending superintendent engineers. In order to avoid confusion and discussions caused by differences in the obtained measurements, the clearances/deflections should be made by an appointed on board engineer, supervised and spot checked by our attending superintendent engineer.

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Annual Service Package – Basic

ME engines



The basic annual service package ME (for electronic engines) consists of

- A crankcase inspection, including main bearing top clearances and wire feeler inspection, guide rails and piston rods
- An evaluation of the oil history to determine whether water/Pb is present
- A quick function test of the ME system via the MOP, including a cyclic test of the hydraulic valves and a test of the exhaust valve seals by a “drop down” test
- An inspection of the Bender insulation unit and the current insulation level.

The basic annual service package also includes a visual inspection of

- The cylinder liners, the pistons, the piston rings (a full scavenge port inspection including flaps)
- The crankshaft deflection, if necessary, and evaluation and spot check of the recent records made by the crew
- The chain drive and the guide bars, the moment compensator, the scavenge air cooler and the water mist catcher
- The condition of the shaft earth grounding device
- The condition of the general cabling, including random inspections of relevant junction boxes and MPC cabinets for the condition of the general cabling.

Price: EUR 700 per cylinder unit.

The price includes one superintendent engineer from PrimeServ Copenhagen for approximately two days and a written report. Travelling and living expenses will be invoiced separately.

Please contact Technical Service in Copenhagen for further information at dt-cph@mandieselturbo.com



MAN | PrimeServ

Annual Service Package – Basic

ME engines

General conditions and recommendations

For 8-cylinder engines and up, the inspections require two attending engineers, who are included in the price.

It is expected that the installed turning gear and other safety gear are in good working condition. If for instance the turning gear of the blockage of the main starting valve, etc., is found defective, we reserve the right not to conduct inspections, which may be deemed to pose a security risk to our attending engineer.

We recommend that the on board electrician participates in the inspections mentioned above relevant for his tasks on board.

In general, we expect the on board crew to assist in preparing access to the parts and confined spaces relevant for the inspections. If we only have one superintendent engineer on board, one of the vessel's engineers must stand by and perhaps participate in the inspections for safety reasons. We will not accept that our superintendent engineers work on their own in any of the confined spaces mentioned and relevant for the above inspections.

We also recommend and support that crankcase inspections, deflection and main bearing clearance readings are conducted as a joint venture with the on board engineers in order to align future recordings/measurement.

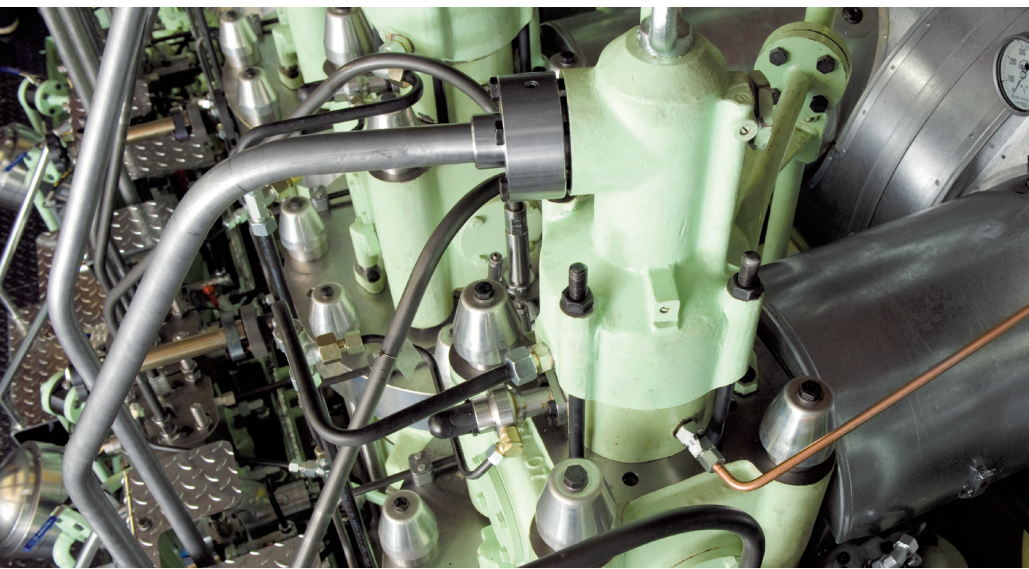
We often observe relatively large differences in clearances recorded by the on board crew when comparing the actual measurements made by our attending superintendent engineers. In order to avoid confusion and discussions caused by differences in the obtained measurements, the clearances/deflections should be made by an appointed on board engineer, supervised and spot checked by our attending superintendent engineer.

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Annual Service Package – Basic

MC and MC-C engines



Visual inspection of the following

- Ball joints for pull rods to governor, fuel rack and manoeuvring gear
- Surfaces of all cams/rollers through the inspection hole in the camshaft housing
- Cylinder liners, pistons, piston rings (Port inspection)
- Crankcase inspection, including all bearings, guide rails and piston rods
- Crankshaft deflection
- Chain drive and guide bars
- Moment compensator
- Scavenge air receiver
- Water mist catcher
- Thrust bearing
- Earthing device

Price: EUR 700 / Cylinder unit and from 8 units up attendance will be by two superintendent engineers.

The price includes one or two superintendent engineers from PrimeServ Copenhagen for approximately two days followed by a written report. Travelling and living expenses will be invoiced separately.

Please contact Technical Service in Copenhagen for further information using dt-cph@mandieselturbo.com



Annual Service Package – Extended

MC and MC-C engines



Visual inspection of the following

- Ball joints for pull rods to governor, fuel rack and manoeuvring gear
- Surfaces of all cams/rollers through the inspection hole in the camshaft housing
- Cylinder liners, pistons, piston rings (Port inspection)
- Crankcase inspection, including all bearings, guide rails and piston rods
- Crankshaft deflection
- Chain drive and guide bars
- Moment compensator
- Scavenge air receiver
- Water mist catcher
- Thrust bearing
- Earthing device
- Performance check during the ship's operation compared with the original sea trial/shop trial observation at about 50, 75 and 100% load, followed by a written evaluation.
- Visual inspection of the exhaust pipe system

Price: EUR 1000 / Cylinder unit and from 8 units up attendance will be by two superintendent engineers.

The price includes one or two superintendent engineer from PrimeServ Copenhagen for approximately three days followed by a written report. Travelling and living expenses will be invoiced separately.

Please contact Technical Service in Copenhagen for further information using dt-cph@mandieselturbo.com

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