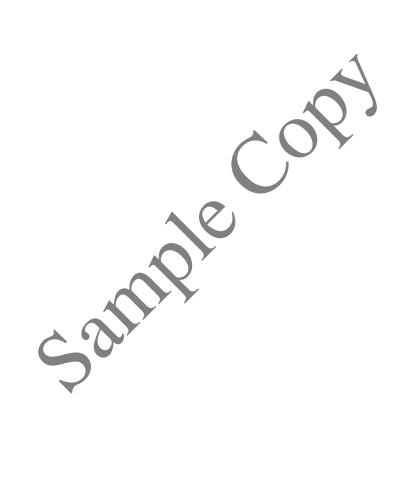
Place and date		BIMCO STANDARD SHIP REPAIR CONTRACT CODE NAME: REPAIRCON
2. Owners (Full style and address) (Cl. 1)	3. Contractors (Full style and address)(<u>Cl. 1</u>)
Owners warrant that they are*/are no (* delete as applicable)	ot* bareboat charterers	
4. Vessel's name (<u>Cl. 1</u>)		5. Contractors' Yard (<u>Cl. 1</u>)
6. Contract Period (Cl. 1 and Cl. 2(a)	(iii))	7. Vessel's description (Cl. 1)
8. Delivery Date (Cl. 4(a))	9. Cancellation Date (Cl. 4(b)(i)))	Flag /Year built: / Port of registry:
10. Contract Price and currency (Cl.	<u>1</u> and <u>5(a)</u>))	Classification Society:
11. Overtime periods and rates (Cl. 2	<u>2(a)(ii)))</u>	DWT Mts (Summer):
		GT/NT: / LOA/LBP:
	26	Breadth/Depth moulded:
12. Owners' Representative(s) (Cl. 3	(a))	13. Guarantee period in months (CL. 7(b))
14. Payment terms (Cl. 5(b)))		
15. Total liability (a) Contractors' (Cl. 6(a)), (b)(iv)(1))	(b) Owners' (<u>Cl. 6(b)(iv)(2)</u>)	16. Liability for late redelivery (<u>Cl. 6(a)</u>)) Daily Rate Maximum liability
17. Interest rate (<u>Cl. 4(b)(ii)</u>), <u>5(b)(iii)</u>	and <u>(iv)</u>))	18. Dispute resolution (<u>state 12(a)</u> , <u>12(b)</u>) or <u>12(c)</u>), as agreed; if <u>12(c)</u> agreed state place of arbitration) (if not filled in <u>12(a)</u> shall apply) (<u>Cl. 12</u>)
19. Redelivery Termination Date (CI.	<u>9(a)(iii))</u>	
20. Numbers of additional clauses at	tached, if any	
Annex "B" (Work Variation Form) and,	, if applicable, Annex "C" (Tariff) shall be perfor	that this Contract consisting of PART II as well as <a a="" a"<="" href="Annex "> (Specification), med subject to the conditions contained herein. In the event of a conflict of conditions, the vail over those of PART II to the extent of such conflict, but no further.
Signature (Owners)		Signature (Contractors)

Note: Annex "A" will either be the front sheet to whatever detailed technical specification has been developed and agreed between the Parties, or will be a list identifying by date and description the various documents and correspondence exchanged between the Parties which together comprise the Specification.



ANNEX "B" (WORK VARIATION FORM) BIMCO STANDARD SHIP REPAIR CONTRACT CODE NAME: REPAIRCON

Vessel's Name:	WVF No.:		Date issued for Signature:
Description of Additional Works/Reductions:	1		
(a) Adjustment to Contract Price:	(b) Time for payment of Ad	liustment	(c) Adjustment to Contract Period
(a) / Agustinoni to Contract (1100.	(b) Time for payment of Ad	guounom	(b) regulation to contract to con-
			1
For Contractors		For Owners	Y
Name:	Date:	Name:	Date:
Signature:	. 0	Signature:	
	16	, °	
	A	•	
A	())		
$\rightarrow \Omega$			
6,0			



1.

2.

	nitions		1				The Contractors shall, wherever possible, perform	62
		ks" means all work, if any, in addition to	2				Additional Works within the Contract Period stated	63
		of the Specification Works (including any	3				in Box 6. However, where the Parties agree that Additional Works will extend, or Reductions shorten,	64 65
chan	ges require	ed by changes in the rules of the Owners'	4				the Contract Period, the increase or decrease in	66
regul	atory bodie	es after the date of the Contract), which	5				Duration shall be recorded on a Work Variation Form	67
are to	o be descri	bed on a Work Variation Form attached	6				and the Redelivery Termination Date will auto-	68
as Ar	nnex "B" he	ereto.	7				Matically be extended or shortened by the same	69
"Con	npletion" m	eans the completion of the Works.	8			/:. A	period.	70
		d" means the period (commencing on	9			(iv)	In the event of Additional Works or Reductions, the Contract Price shall be adjusted by agreement	71 72
		day after the date of delivery) agreed	10				Between the Parties and recorded on a Work Variation	73
	-	rties as stated in Box 6 for the	11				Form. Where the Parties agree to Reductions, the	74
		the Specification as may be amended	12				Owners shall be credited with the equivalent of the	75
		•	13				cost saved as a result of such Reductions (see also	76
		nce of Additional Works and/or				()	Clause 5(a) (Price)).	77
		//or pursuant to <u>Clause 8</u> (Disruptions).	14			(v)	Should any of the specified materials or equipment not be available at the time required for use in the	78 79
		means the agreed price for the	15				Vessel, the Contractors shall have the right to use	80
		orks as stated in Box 10, as may be	16				other suitable materials or equipment of equivalent	81
		value of any Additional Works less any	17				Standard in replacement thereof, subject to the	82
Redu	uctions.		18				agreement of the Classification Society and the	83
		eans the company stated in Box 3.	19				Owners, the latter's consent not to be unreasonably Withheld.	84 85
"Con	tractors' Ya	ard" means the premises of the	20		(b)	Contrac	tors' right to sub-contract	86
Cont	ractors sta	ted in <u>Box 5</u> .	21		(2)		to the Owners' right to object on reasonable	87
"Deli	<i>very"</i> mear	ns delivery of the Vessel to the	22			grounds	the Contractors shall have the right to employ	88
Cont	ractors at t	he Contractors' Yard or elsewhere as	23				tactors to perform any works provided that the	89
may	have been	agreed between the Parties.	24				tors remain responsible for all of their sub-	90
		s the Owner stated in Box 2.	25		1		ors' actions. vent of such a sub-contract the Contractors shall	91 92
		s the Owners and the Contractors.	26				liable for the due performance of their obligations	93
		eans redelivery of the Vessel to the	27_				is Contract.	94
		Contractors' Yard or elsewhere as may	28		(c)	<u>Approva</u>	als and Certificates	95
		ed between the Parties.	29)		(i)	The Contractors shall be responsible for obtaining	96
	-						and maintaining all necessary approvals and	97
		eans all deletions, if any, to the	30 31				certificates of whatsoever nature relating to the Works as required by the Contractors' regulatory	98 99
		orks, which are to be recorded on a Work	-				bodies. The Owners shall provide any reasonable	100
	tion Form.		32				assistance that may be required in this respect.	101
		Works" means the work to be carried out	33			(ii)	The Owners shall be responsible for obtaining and	102
		ract described in the Specification	34				maintaining any approvals or certificates relating to	103
		nex "A" hereto.	35				the Vessel and the Works as required by the Owners' regulatory bodies. The Contractors shall provide any	104 105
		rs" means all persons engaged by the	36				reasonable assistance that may be required in this	106
Cont	ractors to o	do work, supply materials or equipment,	37				respect.	107
or pro	ovide acco	mmodation or services in connection	38	•			10 mars 1 Waste	400
with t	the Works.		39	3.			Owners' Work Representatives	108 109
"Tari	ff" means t	he rates agreed, if any, in Annex "C"	40		(a)	(i)	The supervision of the Works shall be carried out by	110
attac	hed hereto	ı.	41			(1)	the Owners' Representative(s) as stated in Box 12 or	111
"Ves	sel" means	the vessel described in Boxes 4 and 7.	42				such other person(s) as the Owners may from time	112
		the Specification Works, as may be	43				to time appoint and notify to the Contractors in writing.	113
		y Additional Works and/or Reductions.	44				The Owners shall have at least one representative	114
		, radialista rismo analor risudustano					present at the Contractors' Yard throughout the Works. The Owners' Representative(s) shall be authorised	115 116
		nd Approval of the Work	45				to act on behalf of the Owners in respect of all matters	117
(a)	Perfor	mance of Works	46				relating to the Contract, including but not limited to	118
							the approval of plans, drawings, calculations, and	119
	(i)	The Contractors shall perform the Works in accord-	47				documents, and agreeing and signing Work Variation	120
		ance with the provisions of this Contract, the require-	48			/::\	Forms and invoices.	121
		ments of the Parties' regulatory bodies, and to the	49			(ii)	The Owners' Representative(s) shall at all times provide reasonable assistance to facilitate timely and	122 123
		reasonable satisfaction of the Owners.	50				efficient completion of the Works.	124
	(ii)	The Works shall be performed in accordance with	51			(iii)	The Vessel's Master shall be the Owners' Represen-	125
		best local practice and, unless otherwise agreed,	52				tative unless stated otherwise in Box 12.	126
		within normal working hours. Any overtime carried	53			(iv)	The Contractors shall, at their own expense, pro-	127
		out by the Contractors to complete the Works within	54				vide the Owners' Representative(s) with reasonable office accommodation and facilities (including com-	128 129
		the Contract Period shall be for their account, but	55				munication facilities) as the Owners may reasonably	130
		any overtime carried out at the Owners' written	56				require, provided the Owners shall bear the costs of	131
		request shall be subject to extra cost as stated in	57 50				all such communication expenses.	132
	(iii)	Box 11. The Contractors shall make all reasonable endeav-	58 59			(v)	The Contractors shall grant the Owners' Repre-	133
	(111)	ours to perform Additional Works as requested by	60				sentative(s) reasonable access to the Contractors' workshops whenever work on the Vessel or parts of	134 135
		the Owners and recorded in the Work Variation Form.	61				the Vessel is being carried out and shall ensure such	136

		reasonable access to any other premises or site where work is being carried out in connection with the Vessel.	137 138 139				Parties. The Contractors shall at their cost rectify any such defects and defaults before Redelivery,	208 209 210
(b)	Owner	rs' Work	140				unless the Owners can agree that completion of certain of the Works can take place after Redelivery.	210
(D)		ct to prior written agreement with the Contractors,	141			(iv)	Without prejudice to the provisions of Clause 7	212
		e consent shall not be unreasonably withheld, the	142			(17)	(Guarantee), at the date of Redelivery a Protocol of	213
		rs, or the Master and crew, or any sub-contractor	143				Redelivery and Acceptance shall be signed between	214
		yed or engaged by the Owners, shall be entitled	144				the Parties which shall identify any Works to be	215
		y out the Owners' own work on the Vessel,	145				completed after Redelivery.	216
		ed the Owners remain responsible for all of their	146				completed after Nedelivery.	210
		s and such work does not interfere with or delay	147	5.	Finan	cial Provi	sions	217
	the We	•	148		(a)	Price		218
					` ,	(i)	The Contract Price, as stated in Box 10, covers all items	219
		livery and Acceptance of the Vessel	149				in the Specification Works for which a fixed price has been agreed.	220 221
(a)	<u>Delive</u>		150			(ii)	Where a fixed price has not been quoted for any	222
	(i)	The Vessel shall be delivered at a safe place	151				item in the Specification Works and/or Additional	223
		nominated by the Contractors on the Delivery Date	152				Works, the price shall be calculated by reference to	224
		stated in Box 8, safely afloat and, unless otherwise	153				the agreed Tariff, or if there is no agreed Tariff,	225
		agreed, gas free and/or inerted, free of cargo, slops,	154				reasonable rates applying in the location of the	226
		sludge, dirty ballast and of any substances in the structure of the Vessel in way of the Works which	155 156		(h)	Payme	Contractors' Yard.	227 228
		are dangerous or harmful to health.	157		(b)	(i)	The Contract Price shall be payable by the Owners	229
	(ii)	The Owners shall keep the Contractors promptly	158			(1)	free of all taxes, bank charges, exchange control	230
	(11)	advised of any changes to the Vessel's Delivery Date.	159				regulations and in the currency stated in Box 10, in	231
	(iii)	A Protocol of Delivery shall be signed by the Parties	160				accordance with the payment terms agreed in Box	232
	\""/	hereto confirming the time of Delivery.	161				4 or, if no such terms are agreed, at Redelivery.	233
(b)	Cance		162			(ii)	Any part of the Contract Price due between	234
(-)	(i)	Contractors' Cancellation	163		· [(.4)	Redelivery and Completion shall be payable in	235
	(-)	<u></u>					accordance with the payment terms agreed in Box	236
		If, for any reason, the Vessel is not delivered to the	164		1		14 or, in the absence of such agreement, upon	237
		Contractors on or before 1500 hours local time on	165				Completion.	238
		the Cancellation Date stated in Box 9, the Contractors	166			(iii)	If the payment terms agreed in Box 14 require interim	239
		shall have the right, exercisable no later than 1700	167				payments prior to Redelivery and the Owners fail to	240
		hours local time the same day, to cancel this Contract	168)			pay any such sums on the dates agreed, the Owners	241
		and to recover any costs and expenses which they	169				shall pay interest at the rate stated in Box 17 on	242
		have reasonably incurred in the performance of the	170				such outstanding sums. In the event that such sums	243
		Contract up to the date of cancellation (including sums	171				(together with accrued interest) are not paid within	244
		payable to Sub-contractors provided they were	172				3 working days of their due date, the Contractors	245
		incurred with the Owners' prior written agreement) to	173				shall have the right to suspend work on this Contract	246
		the extent that such sums are not otherwise excluded under this Contract, and thereafter the Parties'	174 175				without thereby incurring liability to the Owners until	247 248
		obligations under this Contract shall be at an end.	176				payment of outstanding sums (including accrued interest). The Contractors shall also have the right	249
	(ii)	Owners' Cancellation	177				to recover from the Owners all direct and indirect	250
	(")	OWNERS SURFICEMENT	.,,				costs arising from such suspension of work to the	251
		If, for any reason, the Contractors fail to commence	178				extent not otherwise contractually excluded.	252
		the Works in accordance with the Specification within	179			(iv)	If the payment terms agreed in Box 14 require	253
		48 hours of the date on which the Vessel is delivered	180			()	payments to be made after Redelivery and the	254
		in the condition stipulated in Clause 4(a)(i) (Delivery),	181				Owners fail to make any such payments, the Owners	255
		the Owners shall have the right to cancel this Con-	182				shall pay interest at the rate stated in Box 17 and,	256
		tract within 24 hours, whereupon the Owners shall	183				failing payment of such outstanding sums (together	257
		be entitled to demand immediate redelivery of the	184				with accrued interest) within 3 working days of their	258
		Vessel without compensation to the Contractors, and	185				due date, any other payment instalments agreed to	259
		to recover (A) any sums already paid to the Contrac-	186				be payable at any later date shall become due	260
		tors together with interest at the rate stated in Box	187				immediately.	261
		17, and (B) all other expenses which the Owners have	188		(c)		the Vessel	262
		reasonably incurred in connection with this Contract,	189			(i)	Title to the Vessel shall remain at all times with the	263
		to the extent that those sums are not otherwise ex-	190			(**)	Owners.	264
		cluded under this Contract, but in any event exclud-	191			(ii)	Except as provided in Clause 5(c)(iii), the Contractors	265
		ing the Owners' cost of taking the Vessel to the Con-	192				shall not permit nor suffer any lien to be created on	266
		tractors' Yard, and thereafter the Parties' obligations	193				the Vessel as a consequence of their work or that of	267
(0)	Dodoli	under this Contract shall be at an end.	194 195			/iii\	the Sub-contractors. The Contractors shall be entitled to exercise a lien	268 269
(c)	Redeli (i)	Nery Redelivery of the Vessel to the Owners shall take	195			(iii)	on the Vessel for all sums due to the Contractors on	209
	(1)	place within the Contract Period.	196				or before Redelivery.	270
	(ii)	Without prejudice to <u>Clause 7</u> (Guarantee), such	198				S. DOIO.O INCOUNTARY.	211
	(")	(Oddianto), such	.50	6.	Liquio	dated Dam	ages, Liabilities and Indemnities	272
		inspections, tests and/or trials as are necessary for	199		(a)		ted Damages	273
		the purpose of determining whether the Vessel at	200		. ,		vent that Redelivery is delayed beyond the	274
		Redelivery complies with the terms of this Contract	201			Contrac	ct Period, the Contractors accept liability for	275
		shall be carried out prior to Redelivery in the presence	202				ed damages in the sums stated in Box 16 for	276
		of the Owners' Representative(s). The Contractors	203			each da	ay of delay, subject to any maximum amount	277
		shall keep the Owners advised of progress and the	204			stated i	n Box 16, and subject always to the Contractors'	278
		expected dates for Redelivery and Completion.	205				ability as stated in Box 15(a).	279
	(iii)	Defects and defaults in the performance of the	206		(b)	<u>Liabiliti</u>		280
		Works, shall be listed in a protocol prepared by the	207			(i)	<u>Liability for Loss or Damage</u>	281

(1)	The Contractors shall only be liable to the	282			ensure that those for whom it is responsible do not,	358
(·)	Owners under this Contract when proven loss	283			circumvent the aforesaid limitations and allocation of	359
	or damage has been caused by the negligence,	284			responsibility by taking legal proceedings against the	360
	gross negligence or wilful default of the	285			employees, servants or agents of the other party, and	361
	Contractors or that of those for whom they are	286			to this extent each party shall be deemed to be acting	362
	responsible.	287			as agent or trustee on behalf of and for the benefit of	363
(2)	Except in the event of prior cancellation or ter-	288			all such persons.	364
(2)				(0)	•	
	mination, the Contractors' liabilities arising out	289		(c)	<u>Limitation</u>	365
	of or in connection with this Contract of whatso-	290			Nothing herein contained shall affect any right that the	366
	ever nature and howsoever arising shall ceas	291			Parties may have to limit their liability under any statutory	367
	upon Redelivery or, if later, Completion, except	292			enactment for the time being in force.	368
	as provided in Clause 7 (Guarantee) and Clause	293	_	_		
	11(e) (Intellectual Property).	294	7.	Guara		369
(3)	The Owners shall only be liable to the Contractors	295		(a)	The guarantee shall apply to the Works performed	370
	under this Contract when proven loss or damage	296			and materials supplied by the Contractors and, for the	371
	has been caused by the negligence, gross	297			avoidance of doubt, by the Sub-contractors.	372
	negligence or wilful default of the Owners or that	298		(b)	Pursuant to the guarantee, the Contractors shall be	373
	of those for whom they are responsible.	299			responsible for repairing defects in materials, equipment	374
(4)	Any tests, trials or movements of the Vessel shall	300			and workmanship existing at the time of Redelivery or, if	375
` '	be at the Owners' sole risk and responsibility, and	301			later, Completion, provided always that notice of complaint	376
	the Contractors shall not be under any liability	302			in respect of such defects is received in writing by the	377
	whatsoever to the Owners for any loss, damage	303			Contractors within the number of months stated in Box	378
	or expense resulting from such tests, trials or	304			13 from the date of Completion.	379
	movements, unless caused by the intervention,	305		(c)	If the defect has led to damage to the Vessel or any	380
	act or omission of the Contractors.	306		(-)	part thereof, the repair obligation shall extend to repair	381
(5)	Except as provided in Clause 6(a) (Liquidated	307			or renewal of the Vessel's part(s) that have been	382
(5)		308			damaged as a direct consequence of the defect.	383
	Damages), in no circumstances shall either			(d)	In cases where the Contractors are liable for defects	384
	party's liability to the other party include any sum	309		(u)	as provided in this <u>Clause 7</u> , the Owners shall be entitled	385
	in respect of loss of hire, profit, use or business,	310				386
	or any similar direct, indirect or consequential loss,	311	4		to have the work and the replacements carried out at	
	damage or expense arising out of or in connection	312			any yard or workshop, other than the Contractors' if, in	387
	with this Contract.	313			the reasonable opinion of the Owners, such work and	388
	lity for Death or Personal Injury	314			the replacements need to be effected promptly and it is	389
	n party accepts responsibility and liability for the	315			not practicable or cost effective for the Owners to bring	390
deat	h or personal injury of its own personnel, and	316			the Vessel to the Contractors' Yard. The Contractors'	391
the p	personnel of those entities for whom they are	317			liability in such cases shall solely be to pay directly or	392
resp	onsible under this Contract, irrespective of the	318			reimburse the actual cost incurred for such work and the	393
caus	e of death or personal injury, and whether or	319			replacements provided always that before committing the	394
not c	caused by the negligence or gross negligence	320			Vessel to another yard or workshop the Owners shall:	395
of th	e other party, or those entities for whom the	321			(i) Notify the Contractors of their intention to do so and	396
othe	r party are responsible under this Contract.	322			request such assistance as the Contractor may be	397
Each	n party further agrees to indemnify and hold	323			able to offer in order to minimise the cost;	398
harm	nless the other party, as regards both liability	324			(ii) Use reasonable endeavours to ensure that the cost	399
and	legal costs, in the event that the aforesaid	325			does not exceed the cost of having the same work	400
pers	onnel or their dependants pursue claims for	326			carried out at the Contractors' Yard.	401
	h or personal injury against the party who is	327		(e)	In any case the Vessel shall be taken at the Owners'	402
	esponsible for them under this Contract.	328				
	Parties	329			cost and responsibility to the place elected, ready in all	403
(1)	Each party agrees to indemnify the other party	330			respects for the guarantee work to be commenced.	404
(- /	against all claims made against the other party	331		(f)	When repairs or renewals are performed by the	405
	by third parties (being those individuals and	332		` '	Contractors pursuant to this Clause 7, the Contractors	406
	entities for whom neither party is responsible	333			shall guarantee such repairs or renewals on the same	407
	under this Contract) in any way related to this	334			terms as this Clause 7.	408
	Contract, where such claims are caused by, or to	335				
	the extent that they are contributed to by the	336	8.	Disru	ptions	409
		337		(a)	The Contract Period shall be extended when any of	410
	indemnifying party's negligence, gross negligence			()	the following events cause delay to the Contractors'	411
	or wilful default or that of those for whom it is	338			performance of the Works, provided always that the	412
(0)	responsible under the terms of this Contract.	339			Contractors shall have complied with Clause 8(b)	413
(2)	The indemnifying party shall bear the expense of	340			hereunder and shall have made all reasonable efforts	414
	investigations and defences of all claims against	341			to avoid or minimise the effects such events may have	415
	which the other party is indemnified under sub-	342			on the performance of the Works:	416
	clause (1) above and all lawsuits arising therefrom	343			<u>-</u>	417
_	including the legal costs of the indemnified party.	344			· · · · · · · · · · · · · · · · · · ·	
	ractual Limitation	345			(1) acts of God;	418
(1)	Except as provided in Clause 7 (Guarantee), the	346			(2) any Government requisition, control, interven-	419
	Contractors' liability arising out of or in connection	347			tion, requirement or interference;	420
	with this Contract shall be limited to the Contractors'	348			(3) any circumstances arising out of war, threatened	421
	Total Liability as stated in Box 15(a).	349			act of war or warlike operations, acts of terrorists	422
(2)	The Owners' liability arising out of or in connection	350			or the consequences thereof;	423
. ,	with this Contract shall be limited to the Owners'	351			(4) riots, civil commotions, blockades or embargoes;	424
	Total Liability as stated in Box 15(b).	352			(5) epidemics;	425
Emp	loyees, Servants, Agents and Sub-contractors	353			(6) earthquakes, landslides, floods or other	426
	limitations on each party's liability in this Clause	354			extraordinary weather conditions;	427
	(Liabilities) shall also apply to the liability of those	355			strikes, lockouts or other industrial action, but	428
	rhom that party is responsible under this Contract.	356			only if of a general nature and not limited to	429
	narty further agrees that it will not, and will	357			the Contractors and/or the Sub-contractors:	430

(ii)

(iii)

(iv)

(v)

		(8)	fire, accident, explosion (whether in the Con-	431		tha	1 .	505
		(0)	tractors' Yard or elsewhere) except where	432		(i)	the Owners are deemed insolvent pursuant to	506
						(1)	the Owners are deemed insolvent pursuant to	300
			caused by the proven negligence of the Con-	433			0/ 0/ 0	
			tractors and/or the Sub-contractors.	434			Clause 9(c) (Deemed Insolvency); or	507
	(ii)		<u>r events</u>	435		(ii)	without lawful excuse, the Owners (A) fail to pay any	508
		(1)	failure of the Owners and/or Owners' regulatory	436			sums due under the Contract for a period of 5 days	509
			bodies to review/approve technical information	437			provided that thereafter the Contractors give the	510
			within a reasonable time;	438			Owners at least 2 days written notice of their intention	511
		(2)	suspension of the Works pursuant to <u>Clause</u>	439			to terminate under this <u>Clause 9(b)</u> , and within that	512
		(2)	5/b/(iii) (Dermont)	440				513
		(0)	5(b)(iii) (Payment);				period Owners fail to remedy the breach, or (B)	
		(3)	failure of the Owners to deliver the Vessel in	441			clearly indicate their intention not to perform the	514
			the condition stipulated in Clause 4(a)(i)	442			Contract; or	515
			(Delivery);	443		(iii)	there is damage to the Contractors' property in the	516
		(4)	breach of Clause 3(a)(ii) (Owners' Repre-	444		,	course of the Works for which the Owners are liable	517
		(- /	sentatives);	445			under the terms of the Contract and the reasonably	518
		(5)	disruption of the Works in breach of <u>Clause 3(b)</u>	446			estimated cost of repairing the damage exceeds the	519
		(3)		447				
		(0)	(Owners' Work);				Owners' Total Liability.	520
		(6)	late delivery of any items to be supplied by the	448			he Contractors shall be entitled to recover	521
			Owners.	449		any unpaid p	part of the Contract Price that relates to the	522
(b)	The	Contra	ctors shall notify the Owners in writing	450		Works perfor	rmed up to the date of termination, together	523
` ,			rking days of the occurrence of any event of	451		with (A) anv	losses they may suffer, or liability to Sub-	524
			count of which the Contractors assert that	452			and others they may incur, by reason of the	525
			titled to claim an extension of the Contract	453			except as otherwise excluded, and (B),	526
	•							
			ailure to so notify shall bar the Contractors	454			ment of (A), their reasonable costs of	527
			ng any extension to the Contract Period. The	455		accommoda	ting the Vessel, but (A) and (B) being subject	528
	Cont	tractors	shall also advise the Owners in writing (A)	456		always to O	vners' Total Liability.	529
	withi	n 2 wo	rking days of the ending of any event notified	457		(c) De	emed Insolvency	530
			lause that the event has ended, and (B) as	458	.		ner party shall be deemed insolvent (the "Insolvent	531
			asonably possible after (A), the length of	459			ty") if it (A) makes any voluntary arrangement with	532
			f the Contract Period claimed by the	460			creditors or becomes subject to an administration	533
	Cont	tractors	i.	461			er or goes into liquidation (otherwise than for the	534
							poses of amalgamation or reconstruction); or (B) an	535
Termin				462		end	cumbrancer takes possession of, or a receiver is	536
(a)			<u>' Default</u>	463		apr	pointed in respect of any of the Insolvent Party's	537
	The	Owner	s shall be entitled to terminate the Contract	464	1		perty or assets; or (C) the other party reasonably	538
			writing to the Contractors in the event that:	465			prehends that any of the events mentioned in (A) or	539
	(i)		ontractors are deemed insolvent pursuant to	466			•	540
	(1)			467			above is about to occur in relation to the Insolvent	
	/::\		se 9(c) (Deemed Insolvency); or	407			rty and, after notification to the Insolvent Party is not	541
	(ii)	witho	ut lawful excuse, the Contractors (A) fail to	468		rea	sonably satisfied as to its continuing creditworthiness	542
						and	d/or is not provided with suitable guarantees.	543
		perfo	rm the Works or any substantial part of them	469			•	
			running period of at least 5 days, provided that	470	10.	Insurance		544
		there	after the Owners give the Contractors at least	471			ntractors' Insurances	545
			rs written notice of their intention to terminate	472			e Contractors shall effect and maintain, at no cost to	
				412			Owners, ship repairers liability insurance providing	
				172			Owners ship repairers liability insurance providing	546
		unde	r this <u>Clause 9(a)</u> , and within that period the	473		the		547
		unde Conti	ractors fail to remedy their breach, or (B) clearly	474		the cov	rerage for such loss and damage for which the	547 548
		unde Conti		474 475		the cov		547 548 549
		unde Conti	ractors fail to remedy their breach, or (B) clearly	474		the cov Co	rerage for such loss and damage for which the	547 548
	(iii)	unde Contr indica or	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract;	474 475		the cov Co this	rerage for such loss and damage for which the ntractors may be held liable to the Owners under c Contract and shall, at the Owners' request, make	547 548 549 550
	(iii)	unde Contri indica or the C	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract; ontractors fail to redeliver the Vessel in the	474 475 476 477		the cov Cor this imr	rerage for such loss and damage for which the intractors may be held liable to the Owners under contract and shall, at the Owners' request, make nediately available to the Owners copies of insurance	547 548 549 550 551
	(iii)	unde Contr indica or the C cond	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract; ontractors fail to redeliver the Vessel in the tion required by the Contract by the Redelivery	474 475 476 477 478		the cov Coi this imr pol	rerage for such loss and damage for which the intractors may be held liable to the Owners under contract and shall, at the Owners' request, make nediately available to the Owners copies of insurance icies to provide evidence and details of cover.	547 548 549 550 551 552
	(iii)	unde Contri indica or the C condi Term	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the tion required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may	474 475 476 477 478 479		the cov Coo this imr pol (b) Ow	rerage for such loss and damage for which the intractors may be held liable to the Owners under contract and shall, at the Owners' request, make nediately available to the Owners copies of insurance icies to provide evidence and details of cover.	547 548 549 550 551 552 553
	(iii)	unde Contri indica or the C cond Term be ac	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the tion required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(iii)	474 475 476 477 478 479 480		the cov Coo this imr pol (b) Ow The	rerage for such loss and damage for which the intractors may be held liable to the Owners under contract and shall, at the Owners' request, make nediately available to the Owners copies of insurance icies to provide evidence and details of cover. Incres' Insurances Owners shall effect and maintain, at no cost to the	547 548 549 550 551 552 553 554
		unde Contri indica or the C cond Term be ac (Othe	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the tion required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(ii) are events); or	474 475 476 477 478 479 480 481		the cov. Coi this imr pol (b) Ow The Coi	rerage for such loss and damage for which the intractors may be held liable to the Owners under contract and shall, at the Owners' request, make nediately available to the Owners copies of insurance icies to provide evidence and details of cover. Interest insurances Owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull	547 548 549 550 551 552 553 554 555
	(iii)	unde Contrindica or the C cond Term be ac (Othe there	ractors fail to remedy their breach, of (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the tion required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(iii) are events); or is damage to the Vessel in the course of the	474 475 476 477 478 479 480 481 482		the cov. Coi this imm pol (b) Ow The Coi and	rerage for such loss and damage for which the intractors may be held liable to the Owners under contract and shall, at the Owners' request, make nediately available to the Owners copies of insurance icies to provide evidence and details of cover. Interest Insurances Owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull Machinery Insurance and War Risks Insurance and	547 548 549 550 551 552 553 554 555 556
		unde Contrindica or the C cond Term be ac (Othe there	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the tion required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(ii) are events); or	474 475 476 477 478 479 480 481		the cov. Coi this imm pol (b) Ow The Coi and	rerage for such loss and damage for which the intractors may be held liable to the Owners under contract and shall, at the Owners' request, make nediately available to the Owners copies of insurance icies to provide evidence and details of cover. Interest insurances Owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull	547 548 549 550 551 552 553 554 555 556 557
		unde Contri indica or the C condi Term be ac (Othe there Work	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the tion required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and Ba(a)(iii) are events); or is damage to the Vessel in the course of the s for which the Contractors are liable under the	474 475 476 477 478 479 480 481 482 483		the cov Cor this imm pol (b) Ow The Cor and pro	rerage for such loss and damage for which the intractors may be held liable to the Owners under is Contract and shall, at the Owners' request, make nediately available to the Owners copies of insurance icies to provide evidence and details of cover. Interaction in the owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull it Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for	547 548 549 550 551 552 553 554 555 556 557
		unde Contri indica or the C cond Term be ac (Othe there Work terms	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the tion required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(ii) are events); or is damage to the Vessel in the course of the s for which the Contractors are liable under the s of the Contract and the reasonable estimated	474 475 476 477 478 479 480 481 482 483 484		the cov Coo this imm pol (b) Ow The Coo and pro whi	rerage for such loss and damage for which the intractors may be held liable to the Owners under is Contract and shall, at the Owners' request, make nediately available to the Owners copies of insurance icies to provide evidence and details of cover. Insurances in owners' Insurances in owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull is Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for inch the Owners may be held liable to the Contractors	547 548 549 550 551 552 553 554 555 556 557 558
		unde Contrindica or the C cond Term be ac (Othe there Work terms cost of	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the tion required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and Ba(a)(iii) are events); or is damage to the Vessel in the course of the s for which the Contractors are liable under the s of the Contract and the reasonable estimated of repairing such damage exceeds the Con-	474 475 476 477 478 479 480 481 482 483 484		the cov Coo this imm pol (b) Ow The Coo and pro whi und	rerage for such loss and damage for which the intractors may be held liable to the Owners under contract and shall, at the Owners' request, make nediately available to the Owners copies of insurance icies to provide evidence and details of cover. Insurances e Owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for ich the Owners may be held liable to the Contractors der this Contract and shall, at the Contractors' request	547 548 549 550 551 552 553 554 555 556 557 558 559
Thoroug	(iv)	under Contribution or the Condribution Term be ac (Other Work terms cost of traction that the cost of	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the tion required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(iii) are events); or is damage to the Vessel in the course of the s for which the Contractors are liable under the s of the Contract and the reasonable estimated of repairing such damage exceeds the Contract Total Liability.	474 475 476 477 478 479 480 481 482 483 484 485 486		the cov Coo this imm pol (b) Ow The Coo and pro whi und ma	rerage for such loss and damage for which the intractors may be held liable to the Owners under contract and shall, at the Owners' request, make nediately available to the Owners copies of insurance icies to provide evidence and details of cover. Insurances e Owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull di Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for icit the Owners may be held liable to the Contractors der this Contract and shall, at the Contractors' request ke immediately available to the Contractors copies	547 548 549 550 551 552 553 554 555 556 557 558 559 560
	(iv)	unde Contrindica or the C cond Term be ac (Othe there Work terms cost of tractor	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the tion required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(ii) are events); or is damage to the Vessel in the course of the s for which the Contractors are liable under the coff the Contract and the reasonable estimated of repairing such damage exceeds the Contract Total Liability.	474 475 476 477 478 479 480 481 482 483 484 485 486 487		the cov Coo this imm pol (b) Ow The Coo and pro whi und ma	rerage for such loss and damage for which the intractors may be held liable to the Owners under Contract and shall, at the Owners' request, make nediately available to the Owners copies of insurance icies to provide evidence and details of cover. Intractors insurances Owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for ich the Owners may be held liable to the Contractors der this Contract and shall, at the Contractors' request ke immediately available to the Contractors copies insurance policies to provide evidence and details of	547 548 549 550 551 552 553 554 555 556 557 558 559 560 561
the Con	(iv) oon the	unde Contrindica or the C cond Term be ac (Othe there Work terms cost of tractor e Owne Price th	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the tion required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(iii) are events); or is damage to the Vessel in the course of the s for which the Contractors are liable under the s of the Contract and the reasonable estimated of repairing such damage exceeds the Contract Total Liability.	474 475 476 477 478 479 480 481 482 483 484 485 486 487		the cov Coo this imm pol (b) Ow The Coo and pro whi und ma	rerage for such loss and damage for which the intractors may be held liable to the Owners under contract and shall, at the Owners' request, make nediately available to the Owners copies of insurance icies to provide evidence and details of cover. Insurances e Owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull di Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for icit the Owners may be held liable to the Contractors der this Contract and shall, at the Contractors' request ke immediately available to the Contractors copies	547 548 549 550 551 552 553 554 555 556 557 558 559 560
the Con to the d	(iv) oon the atract P	unde Contrindica or the Condi Term be ac (Othe there Work terms cost of tractor e Owner Price th	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the tion required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(iii) are events); or is damage to the Vessel in the course of the s for which the Contractors are liable under the s of the Contract and the reasonable estimated of repairing such damage exceeds the Contract Total Liability. Pers shall be obliged to pay any part of at relates to the Works performed up ation. However, the Owners shall be	474 475 476 477 478 479 480 481 482 483 484 485 486 487		the cov Coi this imm pol (b) Ow The Coi and pro whit und ma of i the	rerage for such loss and damage for which the intractors may be held liable to the Owners under is Contract and shall, at the Owners' request, make mediately available to the Owners copies of insurance icies to provide evidence and details of cover. Insurances in owners' Insurances in owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull is Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for ich the Owners may be held liable to the Contractors der this Contract and shall, at the Contractors' request ke immediately available to the Contractors copies insurance policies to provide evidence and details of cover.	547 548 549 550 551 552 553 554 555 556 557 558 559 560 561
the Con to the d entitled	(iv)	unde Contrindica or the Cond Term be ac (Othe there Work terms cost of tractor e Owner Price th termina- off aga	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the tion required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(ii) are events); or is damage to the Vessel in the course of the sor which the Contractors are liable under the softhe Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of t	474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490	11.	the cov Coi this imm pol (b) Ow The Coi and pro whit und ma of it the Sundry Province Cover Cove	rerage for such loss and damage for which the intractors may be held liable to the Owners under is Contract and shall, at the Owners' request, make mediately available to the Owners copies of insurance icies to provide evidence and details of cover. Insurances in owners' Insurances in owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull is Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for ich the Owners may be held liable to the Contractors der this Contract and shall, at the Contractors' request ke immediately available to the Contractors copies insurance policies to provide evidence and details of cover.	547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562
the Con to the d entitled	(iv)	unde Contrindica or the Cond Term be ac (Othe there Work terms cost of tractor e Owner Price th termina- off aga	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the tion required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(ii) are events); or is damage to the Vessel in the course of the sor which the Contractors are liable under the softhe Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of t	474 475 476 477 478 479 480 481 482 483 484 485 486 487 488	11.	the cov Coi this imm pol (b) Ow The Coi and pro white uncertain of ithe Sundry Province Coi and of the Coi and of the Coi and of the Coi and the Coi a	rerage for such loss and damage for which the intractors may be held liable to the Owners under is Contract and shall, at the Owners' request, make mediately available to the Owners copies of insurance icies to provide evidence and details of cover. Insurances in owners' Insurances in owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull is Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for ich the Owners may be held liable to the Contractors der this Contract and shall, at the Contractors' request ke immediately available to the Contractors copies insurance policies to provide evidence and details of cover.	547 548 549 550 551 552 553 554 555 556 557 558 560 561 562
the Con to the d entitled payable	(iv) con the stract P ate of to set-	unde Conti indica or the C cond Term be ac (Othe there Work terms cost of tractor e Owner Price th termina- off against to	ractors fail to remedy their breach, of (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the tion required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(ii) are events); or is damage to the Vessel in the course of the s for which the Contractors are liable under the s of the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract Italiality. The contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of the Contract and the	474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491	11.	the cov Cor this imm pol (b) Ow The Cor and pro whit und ma of i the Sundry Pro (a) Ass	rerage for such loss and damage for which the intractors may be held liable to the Owners under is Contract and shall, at the Owners' request, make mediately available to the Owners copies of insurance icies to provide evidence and details of cover. Insurances in owners' Insurances in owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull is Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for ich the Owners may be held liable to the Contractors der this Contract and shall, at the Contractors' request ke immediately available to the Contractors copies insurance policies to provide evidence and details of cover.	547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562
the Con to the d entitled payable or claim	(iv) coon the stract P ate of to set- pursu is not co	under Control indicator the Condition or the Condition of the Condition or the Condition of the Condition of the Condition or the Condition of the Condition or the Condition of the Condition or the Condition of	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the tition required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(iii) are events); or is damage to the Vessel in the course of the s for which the Contractors are liable under the s of the Contract and the reasonable estimated of repairing such damage exceeds the Contract Total Liability.	474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492	11.	the covered this immorphole (b) Own This covered and prowing the Sundry Professional Assets (a) Assets Nei	rerage for such loss and damage for which the intractors may be held liable to the Owners under a Contract and shall, at the Owners' request, make mediately available to the Owners copies of insurance icies to provide evidence and details of cover. Insurances are owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull at Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for ich the Owners may be held liable to the Contractors der this Contract and shall, at the Contractors' request ke immediately available to the Contractors copies insurance policies to provide evidence and details of cover. Visions Signment ither party shall have the right to assign this Contract	547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562
the Con to the di entitled payable or claim reason	(iv) con the stract P ate of to set- pursu is not co	under Control indicator or the Condition of the Condition of Term be act (Other Work terms cost at tractor tractor of agrains to otherwise termination of the control of th	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the etion required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(ii) are events); or is damage to the Vessel in the course of the sor which the Contractors are liable under the sof the Contract and the reasonable estimated of repairing such damage exceeds the Contract Total Liability.	474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493	11.	the covered this immorphism (b) Own This covered and prowing the Sundry Provided (a) Assistant New York (b) Assistant New York (c) Covered and provided the covered and provided the covered the cover	rerage for such loss and damage for which the intractors may be held liable to the Owners under a Contract and shall, at the Owners' request, make inediately available to the Owners copies of insurance icies to provide evidence and details of cover. The owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull in Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for interest the Owners may be held liable to the Contractors in the Owners may be held liable to the Contractors in the Owners may be held liable to the Contractors in the Owners may be held liable to the Contractors copies insurance policies to provide evidence and details of cover. The owners in the owners was a contractor of the owners may be held liable to the Contractors of the owners may be held liable to the Contractors of the owners may be held liable to the Contractors owners and owners and details of cover. The owners was a contractor of the owner	547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562
the Conto the dentitled payable or claim reason exceed	(iv) con the stract P ate of to set- pursu is not cof the to the Co	under Control indicator or the Condition of the Condition of Term be acc (Other there Work terms cost of tractor tractor of against to otherwise terminal ontractor of the control of the	ractors fail to remedy their breach, of (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the ction required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(ii) are events); or is damage to the Vessel in the course of the s for which the Contractors are liable under the s of the Contract and the reasonable estimated of repairing such damage exceeds the Contract Total Liability. First Shall be obliged to pay any part of at relates to the Works performed up ation. However, the Owners shall be ininst which payment (A) any sums Clause 6(a), and (B) any losses and/se excluded which they may suffer by ation. To the extent that (A) and (B) ors' Total Liability, the Owners shall be	474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494	11.	the covered the co	rerage for such loss and damage for which the intractors may be held liable to the Owners under a Contract and shall, at the Owners' request, make nediately available to the Owners copies of insurance icies to provide evidence and details of cover. Insurances are owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull at Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for interest the Owners may be held liable to the Contractors der this Contract and shall, at the Contractors' request ke immediately available to the Contractors copies insurance policies to provide evidence and details of cover. In visions Signment Ither party shall have the right to assign this Contract any rights thereunder to a third party without the ten consent of the other party, which consent shall	547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562
the Con to the d entitled payable or claim reason exceed discharge	(iv) con the stract P ate of to set- pursues not cof the to the Coged from	under Contribution of the Coondinate of the Coon	ractors fail to remedy their breach, of (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the ction required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(ii) are events); or is damage to the Vessel in the course of the s for which the Contractors are liable under the sof the Contract and the reasonable estimated of repairing such damage exceeds the Contract Total Liability. But the course of the contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated the repairing such damage exceeds the Contract and the reasonable estimated the resolution and	474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 490 491 492 493 494 495	11.	the covered this immore policies of and prowing the state of a superior	rerage for such loss and damage for which the intractors may be held liable to the Owners under a Contract and shall, at the Owners' request, make inediately available to the Owners copies of insurance icies to provide evidence and details of cover. Insurances a cowners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull at Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for interest the Owners may be held liable to the Contractors der this Contract and shall, at the Contractors' request ke immediately available to the Contractors' request ke immediately available to the Contractors copies insurance policies to provide evidence and details of cover. In visions Signment therefore the other party, which consent shall be unreasonably withheld.	547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568
the Con to the d entitled payable or claim reason exceed discharg out of a	(iv) coon the tract P ate of the to set- pursus is not coff the the Cooped from young	under Contribution of the Condition of t	ractors fail to remedy their breach, of (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the ction required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may ligitated pursuant to Clauses 2(a)(iii) and 8(a)(ii) are events); or is damage to the Vessel in the course of the s for which the Contractors are liable under the sof the Contract and the reasonable estimated of repairing such damage exceeds the Contract Total Liability. Bers shall be obliged to pay any part of at relates to the Works performed up ation. However, the Owners shall be inist which payment (A) any sums Clause 6(a), and (B) any losses and/ se excluded which they may suffer by ation. To the extent that (A) and (B) ors' Total Liability, the Owners shall be robligation to pay an equivalent sum at of the Contract Price. Thereafter,	474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 490 491 492 493 494 495 496	11.	the covered this imm poly of the covered this imm poly of the covered this imm poly of the covered this imm program with under the covered this imm and the covered this important the covered this important this impor	rerage for such loss and damage for which the intractors may be held liable to the Owners under Contract and shall, at the Owners' request, make nediately available to the Owners copies of insurance icies to provide evidence and details of cover. Intractors, Insurances Owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull in Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for icin the Owners may be held liable to the Contractors der this Contract and shall, at the Contractors' request ke immediately available to the Contractors copies insurance policies to provide evidence and details of cover. Visions Signment Ither party shall have the right to assign this Contract any rights thereunder to a third party without the ten consent of the other party, which consent shall be unreasonably withheld.	547 548 549 550 551 552 553 554 555 556 557 558 560 561 562 563 564 565 566 567 568 569
the Con to the d entitled payable or claim reason exceed discharg out of a	(iv) coon the tract P ate of the to set- pursus is not coff the the Cooped from young	under Contribution of the Condition of t	ractors fail to remedy their breach, of (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the ction required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(ii) are events); or is damage to the Vessel in the course of the s for which the Contractors are liable under the sof the Contract and the reasonable estimated of repairing such damage exceeds the Contract Total Liability. But the course of the contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated of repairing such damage exceeds the Contract and the reasonable estimated the repairing such damage exceeds the Contract and the reasonable estimated the resolution and	474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 490 491 492 493 494 495	11.	the covered this imm poly of the covered this imm poly of the covered this imm poly of the covered this imm program with under the covered this imm and the covered this important the covered this important this impor	rerage for such loss and damage for which the intractors may be held liable to the Owners under a Contract and shall, at the Owners' request, make inediately available to the Owners copies of insurance icies to provide evidence and details of cover. Insurances a cowners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull at Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for interest the Owners may be held liable to the Contractors der this Contract and shall, at the Contractors' request ke immediately available to the Contractors' request ke immediately available to the Contractors copies insurance policies to provide evidence and details of cover. In visions Signment therefore the other party, which consent shall be unreasonably withheld.	547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570
the Con to the d entitled payable or claim reason exceed discharg out of a notwiths	(iv) coon the coordinate of t	unde Contrindication of the Cond Term be accorded Term be accorded there Work terms cost of tractice that the conduction of the Control of th	ractors fail to remedy their breach, of (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the ction required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may ligitated pursuant to Clauses 2(a)(iii) and 8(a)(ii) are events); or is damage to the Vessel in the course of the s for which the Contractors are liable under the sof the Contract and the reasonable estimated of repairing such damage exceeds the Contract Total Liability. Bers shall be obliged to pay any part of at relates to the Works performed up ation. However, the Owners shall be inist which payment (A) any sums Clause 6(a), and (B) any losses and/ se excluded which they may suffer by ation. To the extent that (A) and (B) ors' Total Liability, the Owners shall be robligation to pay an equivalent sum at of the Contract Price. Thereafter,	474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 490 491 492 493 494 495 496	11.	the covered this immediate (b) Own The Cool and prowing the Sundry Provided (a) Assistant (b) See If b	rerage for such loss and damage for which the intractors may be held liable to the Owners under Contract and shall, at the Owners' request, make nediately available to the Owners copies of insurance icies to provide evidence and details of cover. Intractors, Insurances Owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull in Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for icin the Owners may be held liable to the Contractors der this Contract and shall, at the Contractors' request ke immediately available to the Contractors copies insurance policies to provide evidence and details of cover. Visions Signment Ither party shall have the right to assign this Contract any rights thereunder to a third party without the ten consent of the other party, which consent shall be unreasonably withheld.	547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571
the Conto the dentitled payable or claim reason exceed dischargout of a notwiths Owners	(iv) coon the coordinate of t	unde Contrindication of the Cond Term be accord there Work terms cost of tractice e Owner the termination them the termination the contract on the properties of the propertie	ractors fail to remedy their breach, of (B) clearly ate their intention not to perform the Contract; and their intention not to perform the Contract; contractors fail to redeliver the Vessel in the cition required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(ii) are events); or is damage to the Vessel in the course of the sof which the Contractors are liable under the sof the Contract and the reasonable estimated of repairing such damage exceeds the Contract Total Liability. For shall be obliged to pay any part of at relates to the Works performed up attion. However, the Owners shall be inist which payment (A) any sums Clause 6(a), and (B) any losses and/ see excluded which they may suffer by ation. To the extent that (A) and (B) ors' Total Liability, the Owners shall be robligation to pay an equivalent sum and the Contract Price. Thereafter, provisions of Clause 5(c)(iii), the in the contract Price. Thereafter, or or in the contract Price. Thereafter, or or in the contract Price.	474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 490 491 492 493 494 495 496 497 498	11.	the covered this imm policy of the covered this imm policy of the covered this imm policy of the covered this imm provided the covered this imm and the covered this imm policy of the covered this imm provided this imm provide	rerage for such loss and damage for which the intractors may be held liable to the Owners under a Contract and shall, at the Owners' request, make mediately available to the Owners copies of insurance icies to provide evidence and details of cover. Interactors, Protection and Indemnity Insurance, Hull and Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for icin the Owners may be held liable to the Contractors der this Contract and shall, at the Contractors' request ke immediately available to the Contractors copies insurance policies to provide evidence and details of cover. In visions In signment it there is the owners that the consent of the other party, which consent shall be unreasonably withheld. In verance yreason of any enactment or judgment any provision	547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570
the Con to the d entitled payable or claim reason exceed discharg out of a notwiths Owners the Con	(iv) con the tract P ate of to set- pursus not cof the the Cc god from unp standing shall I	unde Contrindica or the Contrindica or the Control of the Control	ractors fail to remedy their breach, of (B) clearly ate their intention not to perform the Contract; and the contract so contractors fail to redeliver the Vessel in the stion required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(ii) are events); or is damage to the Vessel in the course of the so for which the Contractors are liable under the softhe Contract and the reasonable estimated of repairing such damage exceeds the Consers' Total Liability. For Shall be obliged to pay any part of at relates to the Works performed up the stion. However, the Owners shall be under the winst which payment (A) any sums Clause 6(a), and (B) any losses and/se excluded which they may suffer by atton. To the extent that (A) and (B) ors' Total Liability, the Owners shall be obligation to pay an equivalent sum to fithe Contract Price. Thereafter, provisions of Clause 5(c)(iii), the are right to remove the Vessel from the without hindrance or interference	474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499	11.	the covered this imm policy for a covered this imm policy for a covered this imm policy for a covered this imm property for a covered this imm and the covered this important policy for a covered this immediately forea covered this immediately for a covered this immediately for a	rerage for such loss and damage for which the intractors may be held liable to the Owners under a Contract and shall, at the Owners' request, make mediately available to the Owners copies of insurance icies to provide evidence and details of cover. Interest insurances The Owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull is Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for ich the Owners may be held liable to the Contractors iter this Contract and shall, at the Contractors' request ke immediately available to the Contractors copies insurance policies to provide evidence and details of cover. In visions Signment ither party shall have the right to assign this Contract any rights thereunder to a third party without the iten consent of the other party, which consent shall be unreasonably withheld. In verance In verance In verance of the deemed or held to be illegal, dor unenforceable in whole or in part, all other	547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572
the Con to the d entitled payable or claim reason exceed discharg out of a notwiths Owners the Con by the C	(iv) con the tract P ate of to set-e pursu s not cof the to the Coged from the contract of th	unde Contrindica or the Contrindica or the Control of the Control	ractors fail to remedy their breach, of (B) clearly ate their intention not to perform the Contract; and their intention not to perform the Contract; contractors fail to redeliver the Vessel in the cition required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(ii) are events); or is damage to the Vessel in the course of the sof which the Contractors are liable under the sof the Contract and the reasonable estimated of repairing such damage exceeds the Contract Total Liability. For shall be obliged to pay any part of at relates to the Works performed up attion. However, the Owners shall be inist which payment (A) any sums Clause 6(a), and (B) any losses and/ see excluded which they may suffer by ation. To the extent that (A) and (B) ors' Total Liability, the Owners shall be robligation to pay an equivalent sum and the Contract Price. Thereafter, provisions of Clause 5(c)(iii), the in the contract Price. Thereafter, or or in the contract Price. Thereafter, or or in the contract Price.	474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500	11.	the covered this imm policy of the covered this imm policy of the covered this imm process. The covered this imm process of th	rerage for such loss and damage for which the intractors may be held liable to the Owners under a Contract and shall, at the Owners' request, make mediately available to the Owners copies of insurance icies to provide evidence and details of cover. Interes' Insurances The Owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull is Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for ich the Owners may be held liable to the Contractors der this Contract and shall, at the Contractors' request ke immediately available to the Contractors' request ke immediately available to the Contractors copies insurance policies to provide evidence and details of cover. Wisions Signment ither party shall have the right to assign this Contract any rights thereunder to a third party without the ten consent of the other party, which consent shall be unreasonably withheld. Werance Verance Vera	547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573
the Con to the d entitled payable or claim reason exceed discharg out of a notwiths Owners the Con by the C	(iv) con the tract P ate of to set- pursus s not co of the Cc ged fro pursualint shall I tractor Contractible.	unde Contrindica or the C condition of the C condit	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract; and the contract state their intention not to perform the Contract; and the contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(ii) are events); or is damage to the Vessel in the course of the sor which the Contractors are liable under the sof the Contract and the reasonable estimated of repairing such damage exceeds the Contract Total Liability. Total Liability. Total Liability. Total Liability be Owners shall be a colling and (B) any losses and/see excluded which they may suffer by ation. To the extent that (A) and (B) ors' Total Liability, the Owners shall be robligation to pay an equivalent sum and the contract Price. Thereafter, corrovisions of Clause 5(c)(iii), the the right to remove the Vessel from the without hindrance or interference.	474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501	11.	the covered this immorphism of	rerage for such loss and damage for which the intractors may be held liable to the Owners under a Contract and shall, at the Owners' request, make mediately available to the Owners copies of insurance icies to provide evidence and details of cover. Interes' Insurances The Owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull and Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for ich the Owners may be held liable to the Contractors der this Contract and shall, at the Contractors' request ke immediately available to the Contractors' request ke immediately available to the Contractors copies insurance policies to provide evidence and details of cover. In visions Signment ither party shall have the right to assign this Contract any rights thereunder to a third party without the ten consent of the other party, which consent shall be unreasonably withheld. In verance yerance or any enactment or judgment any provision his Contract shall be deemed or held to be illegal, dor unenforceable in whole or in part, all other visions of this Contract shall be unaffected thereby dishall remain in full force and effect.	547 548 549 550 551 552 553 554 555 556 557 558 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574
the Con to the d entitled payable or claim reason exceed discharg out of a notwiths Owners the Con by the C	(iv) con the tract P ate of to set- pursu is not co of the Cc ged fro not and intractor contractor contractor contractor contractor contractor contractor contractor	under Control indicator the Condition of	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract; and the contract sention required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(ii) are events); or is damage to the Vessel in the course of the sor which the Contractors are liable under the sof the Contract and the reasonable estimated of repairing such damage exceeds the Contract Total Liability. For shall be obliged to pay any part of at relates to the Works performed up ation. However, the Owners shall be into the Works performed up ation. To the extent that (A) any sums Clause 6(a), and (B) any losses and/se excluded which they may suffer by ation. To the extent that (A) and (B) ors' Total Liability, the Owners shall be robligation to pay an equivalent sum of the Contract Price. Thereafter, provisions of Clause 5(c)(iii), the the right to remove the Vessel from the divithout hindrance or interference.	474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502	11.	the covered this immorphology of	rerage for such loss and damage for which the intractors may be held liable to the Owners under a Contract and shall, at the Owners' request, make mediately available to the Owners copies of insurance icies to provide evidence and details of cover. The owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull is Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for it to the Owners may be held liable to the Contractors der this Contract and shall, at the Contractors' request ke immediately available to the Contractors copies insurance policies to provide evidence and details of cover. The owners was been derived by the contract and shall have the right to assign this Contract and yrights thereunder to a third party without the attent consent of the other party, which consent shall be unreasonably withheld. The owners was a third party without the interconsent of any enactment or judgment any provision his Contract shall be deemed or held to be illegal, do runenforceable in whole or in part, all other visions of this Contract shall be unaffected thereby is shall remain in full force and effect. Waiver	547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575
the Con to the d entitled payable or claim reason exceed discharg out of a notwiths Owners the Con by the C	(iv) coon the tract P ate of I to set pursus is not coof the Cooped from yunp standin I is shall I I contract of the Cooped from yunp standin I is shall I i i i i i i i i i i i i i i i i i i	under Control indicator of the Cocondid Term be act (Other there Work terms cost of tractic tractic tractic tractic must be act of the community of against to otherwise termination of the community of the commu	ractors fail to remedy their breach, of (B) clearly ate their intention not to perform the Contract; contractors fail to redeliver the Vessel in the ction required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(ii) are events); or is damage to the Vessel in the course of the s for which the Contractors are liable under the s of the Contract and the reasonable estimated of repairing such damage exceeds the Contract Total Liability. First shall be obliged to pay any part of at relates to the Works performed up ation. However, the Owners shall be ininst which payment (A) any sums Clause 6(a), and (B) any losses and/se excluded which they may suffer by ation. To the extent that (A) and (B) fors' Total Liability, the Owners shall be obligation to pay an equivalent sum of the Contract Price. Thereafter, provisions of Clause 5(c)(iii), the the right to remove the Vessel from the divithout hindrance or interference of those for whom they are	474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503	11.	the covered this immorphole (b) Own This immorphole (c) Covered this immorphole (b) Own This immorphole (c) No	rerage for such loss and damage for which the intractors may be held liable to the Owners under a Contract and shall, at the Owners' request, make inediately available to the Owners copies of insurance icies to provide evidence and details of cover. Insurances of Owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull of Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for it to the Owners may be held liable to the Contractors der this Contract and shall, at the Contractors' request ke immediately available to the Contractors' request ke immediately available to the Contractors copies insurance policies to provide evidence and details of cover. In visions I signment in the other party, which consent shall be unreasonably withheld. I werance or any enactment or judgment any provision his Contract shall be deemed or held to be illegal, dor unenforceable in whole or in part, all other visions of this Contract shall be unaffected thereby it shall remain in full force and effect. Waiver failure or forbearance of either of the Parties to	547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 570 571 572 573 574 575 576 577 577 578 577 578 579 570 571 572 573 574 575 577 577 577 577 577 577
the Con to the d entitled payable or claim reason exceed discharg out of a notwiths Owners the Con by the C	(iv) coon the tract P ate of I to set pursus is not coof the Cooped from yunp standin I is shall I I contract of the Cooped from yunp standin I is shall I i i i i i i i i i i i i i i i i i i	under Control indicator of the Cocondid Term be act (Other there Work terms cost of tractic tractic tractic tractic must be act of the community of against to otherwise termination of the community of the commu	ractors fail to remedy their breach, or (B) clearly ate their intention not to perform the Contract; and the contract sention required by the Contract by the Redelivery ination Date stated in Box 19 (if any), as may lijusted pursuant to Clauses 2(a)(iii) and 8(a)(ii) are events); or is damage to the Vessel in the course of the sor which the Contractors are liable under the sof the Contract and the reasonable estimated of repairing such damage exceeds the Contract Total Liability. For shall be obliged to pay any part of at relates to the Works performed up ation. However, the Owners shall be into the Works performed up ation. To the extent that (A) any sums Clause 6(a), and (B) any losses and/se excluded which they may suffer by ation. To the extent that (A) and (B) ors' Total Liability, the Owners shall be robligation to pay an equivalent sum of the Contract Price. Thereafter, provisions of Clause 5(c)(iii), the the right to remove the Vessel from the divithout hindrance or interference.	474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502	11.	the covered this immorphole (b) Own This immorphole (c) Covered this immorphole (b) Own This immorphole (c) No	rerage for such loss and damage for which the intractors may be held liable to the Owners under a Contract and shall, at the Owners' request, make mediately available to the Owners copies of insurance icies to provide evidence and details of cover. The owners shall effect and maintain, at no cost to the intractors, Protection and Indemnity Insurance, Hull is Machinery Insurance and War Risks Insurance and viding full coverage for such loss and damage for it to the Owners may be held liable to the Contractors der this Contract and shall, at the Contractors' request ke immediately available to the Contractors copies insurance policies to provide evidence and details of cover. The owners was been derived by the contract and shall have the right to assign this Contract and yrights thereunder to a third party without the attent consent of the other party, which consent shall be unreasonably withheld. The owners was a third party without the interconsent of any enactment or judgment any provision his Contract shall be deemed or held to be illegal, do runenforceable in whole or in part, all other visions of this Contract shall be unaffected thereby is shall remain in full force and effect. Waiver	547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575

	Contrac	ct shall constitute a waiver thereof or prevent the	578		No	thing herein shall prevent the parties agreeing in	653
		from subsequently exercising any such rights	579			ting to vary these provisions to provide for the	654
		edies in full.	580			pointment of a sole arbitrator.	655
(d)		Agreement	581			cases where neither the claim nor any counterclaim	656
(-)		ontract constitutes the entire agreement between	582			ceeds the sum of US\$50,000 (or such other sum as	657
		ties and no promise, undertaking, representation,	583			parties may agree) the arbitration shall be conducted	658
		ty or statement by either party prior to the date	584			accordance with the LMAA Small Claims Procedure	659
		Contract shall affect the Contract nor shall any	585			rent at the time when the arbitration proceedings are	660
		ation of this Contract be of any effect unless in	586			nmenced.	661
		signed by or on behalf of the Parties.	587	* (b)		is Contract shall be governed by and construed	662
(e)		tual Property	588	(5)		accordance with Title 9 of the United States Code	663
(0)	(i)	The Contractors have ownership of drawings, casting	589			d the Maritime Law of the United States and any	664
	(1)	patterns, data regarding weights and volumes,	590			pute arising out of or in connection with this Contract	665
		information regarding prices and any other data which	591			all be referred to three persons at New York, one to	666
		it has prepared or produced in connection with this	592			appointed by each of the parties hereto, and the third	667
		Contract. The Owners may at all times use the same	593			the two so chosen; their decision or that of any two	668
		in subsequent work on the Vessel or sister vessels.	594			them shall be final, and for the purposes of enforcing	669
		Subject to payment of the copying expenses, the	595			y award, judgement may be entered on an award by	670
		Owners may require the Contractors to supply copies	596			y court of competent jurisdiction. The proceedings	671
		of this material. The Contractors may not make any	597			all be conducted in accordance with the rules of the	672
		of this material available to third parties without the	598			ciety of Maritime Arbitrators, Inc.	673
		prior written consent of the Owners, such consent	599			cases where neither the claim nor any counterclaim	674
		not to be unreasonably withheld where disclosure is	600			ceeds the sum of US\$50,000 (or such other sum as	675
		necessary for the completion of the Works.	601			parties may agree) the arbitration shall be conducted	676
	(ii)	The Owners shall ensure that the manufacturing	602			accordance with the Shortened Arbitration Procedure	677
	()	and/or supplying according to drawings, models or	603			he Society of Maritime Arbitrators, Inc. current at the	678
		other instructions supplied by them shall not infringe	604			e when the arbitration proceedings are commenced.	679
		any trade mark, patent or similar rights of third	605	* (a)		is Contract shall be governed by and construed	680
		parties. Should claims nevertheless be made against	606	(4)		accordance with the laws of the place mutually agreed	681
		the Contractors in this respect the Owners shall keep	607			the parties and any dispute arising out of or in	682
		the Contractors indemnified against the cost to the	608			nnection with this Contract shall be referred to	683
		Contractors of such claims, including any legal costs	609			itration at a mutually agreed place, subject to the	684
		incurred by them in connection therewith.	610			ocedures applicable there.	685
	(iii)	Except as provided for in Clause 11(e)(ii), the	611	(d)		twithstanding 12(a), 12(b) or 12(c) above, the	686
	()	Contractors hereby agree to indemnify the Owners	612	1		ties may agree at any time to refer to mediation any	687
		against the cost to the Owners of any claims,	613			erence and/or dispute arising out of or in connection	688
		including legal costs incurred by the Owners in	614			h this Contract.	689
		connection therewith based on any alleged	615			the case of a dispute in respect of which arbitration	690
		infringement of trademarks, patents or any other	616			s been commenced under 12(a), 12(b) or 12(c) above,	691
		protected rights, arising out of or in any way related	617			following shall apply:	692
		to the Contractors' performance of the Works.	618		(i)	Either party may at any time and from time to time	693
(f)	Scrap I	Materials	619		(-)	elect to refer the dispute or part of the dispute to	694
()		metal materials removed from the Vessel pursuant	620			mediation by service on the other party of a written	695
	to the V	Norks shall become the Contractors' property	621			notice (the "Mediation Notice") calling on the other	696
		for propellors, tailshafts and heavy machinery	622			party to agree to mediation.	697
	parts.		623		(ii)	The other party shall thereupon within 14 calendar	698
	•				()	days of receipt of the Mediation Notice confirm that	699
BIMCO	Dispute	Resolution Clause	624			they agree to mediation, in which case the parties	700
* (a)	This Co	ontract shall be governed by and construed	625			shall thereafter agree a mediator within a further 14	701
		rdance with English law and any dispute arising	626			calendar days, failing which on the application of	702
	out of c	or in connection with this Contract shall be referred	627			either party a mediator will be appointed promptly by	703
	to arbit	ration in London in accordance with the	628			the Arbitration Tribunal ("the Tribunal") or such person	704
	Arbitrat	tion Act 1996 or any statutory modification or re-	629			as the Tribunal may designate for that purpose. The	705
	enactm	ent thereof save to the extent necessary to give	630			mediation shall be conducted in such place and in	706
	effect to	o the provisions of this Clause.	631			accordance with such procedure and on such terms	707
	The art	pitration shall be conducted in accordance with	632			as the parties may agree or, in the event of	708
	the Lon	ndon Maritime Arbitrators Association (LMAA)	633			disagreement, as may be set by the mediator.	709
	Terms	current at the time when the arbitration proceed-	634		(iii)		710
	ings are	e commenced.	635		` '	fact may be brought to the attention of the Tribunal	711
	The ref	erence shall be to three arbitrators. A party	636			and may be taken into account by the Tribunal when	712
	wishing	to refer a dispute to arbitration shall appoint its	637			allocating the costs of the arbitration as between	713
	arbitrat	or and send notice of such appointment in writing	638			the parties.	714
	to the c	other party requiring the other party to appoint its	639		(iv)		715
	own arl	bitrator within 14 calendar days of that notice and	640		` '	0 ,	
	stating	that it will appoint its arbitrator as sole arbitrator	641			to seek such relief or take such steps as it considers	716
		the other party appoints its own arbitrator and	642			necessary to protect its interest.	717
		otice that it has done so within the 14 days	643		(v)		718
		ed. If the other party does not appoint its own	644		(-)	agreed to mediation. The arbitration procedure shall	719
		or and give notice that it has done so within the	645			continue during the conduct of the mediation but	720
		s specified, the party referring a dispute to	646			the Tribunal may take the mediation timetable into	721
		ion may, without the requirement of any further	647			account when setting the timetable for steps in the	722
		otice to the other party, appoint its arbitrator as	648			arbitration.	723
		bitrator and shall advise the other party	649		(vi)		724
		ingly. The award of a sole arbitrator shall be	650		(/	terms, each party shall bear its own costs incurred	725
	binding	on both parties as if he had been appointed by	651			in the mediation and the parties shall share equally	726
	agreen	nent.	652			the mediator's costs and expenses.	727

12.

This document is a computer generated REPAIRCON form printed by authority of BIMCO. Any insertion or deletion to the form must be clearly visible. In event of any modification being made to the preprinted text of this document which is not clearly visible, the text of the original BIMCO approved document shall apply. BIMCO assumes no responsibility for any loss, damage or expense caused as a result of discrepancies between the original BIMCO approved document and this computer generated document.

(vii)	The mediation process shall be without prejudice	728		indicate alternative agreed in Box 18.	739
. ,	and confidential and no information or documents	729			
	disclosed during it shall be revealed to the Tribunal	730	13.	BIMCO Notices Clause	740
	except to the extent that they are disclosable under	731		(a) All notices given by either party or their agents to	741
	the law and procedure governing the arbitration.	732		the other party or their agents in accordance with the	742
	(Note: The parties should be aware that the mediation	733		provisions of this Contract shall be in writing.	743
	process may not necessarily interrupt time limits.)	734		(b) For the purposes of this Contract, "in writing" shall	744
(e)	If Box 18 in Part I is not appropriately filled in, clause	735		mean any method of legible communication. A notice	745
(-)	12(a) of this Clause shall apply. Clause 12(d) shall apply	736		may be given by any effective means including, but not	746
	in all cases.	737		limited to, cable, telex, fax, e-mail, registered or recorded	747
	* Clauses 12(a), 12(b) and 12(c) are alternatives;	738		mail, or by personal service.	

