



## **Terms & Conditions**

For Apollonian Shipmanagement Ltd. under Reg. No 200559034

### **1. General**

1.1 These conditions are applicable to all quotations of, contracts with and work effected by Apollonian Shipmanagement Ltd (hereinafter referred as "Apollonian").

1.2 The term "work" in these conditions includes sale and/or delivery of goods, as well as rendering of services.

1.3 Any deviation from these conditions must be confirmed by Apollonian in writing, in order to be valid against Apollonian.

1.4 Apollonian expressly repudiates all other conditions or general terms of the other party and/or Apollonian' contractual counterpart and/or their agents (all to be considered as "Apollonian").

### **2. Quotations-Contract**

2.1 All quotations are given without prejudice and are based on information furnished by the enquiring party.

2.2 Quotations given by Apollonian are valid for thirty (30) days unless otherwise stated in the quotation and a binding contract is established only when Apollonian have confirmed the order.

2.3 In case an order is given by another person or company than the actual owner of the property on which the work shall be carried out, or than the Customer, the ordering person or company shall be, together with the Customer, jointly and severally liable against Apollonian for all amounts due to Apollonian according to the contract and/or to these general conditions, and in all other respects, together with the Customer, be jointly and severally bound by these conditions.

### **3. Changes in Contract**

3.1 All alterations of the work to be carried out by Apollonian according to a contract, irrespective if such alteration is a result of the Customer's instructions, or discrepancies between the actual situation and the information given by the Customer, shall be considered as additional work to which these General Conditions will apply.

3.2 Apollonian is entitled to assign a third party to (the execution of) the work within affiliated entities of Apollonian.



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## **4. Price**

4.1 In addition to the price agreed for work to be carried out by Apollonian, the Customer will be charged for travel and waiting time for personnel supplied by Apollonian.

4.2 In addition, the Customer is liable for all costs incurred in connection with carrying out of the agreed work, including not limited to, freight charges, travel costs and expenses, costs for hotel, accommodation and allowance.

4.3 Apollonian is entitled to charge for administrative costs incurred according to their applicable tariff.

## **5. Payment**

5.1 Payment for the work of Apollonian, together with costs and expenses, shall be made by the Customer within thirty (30) days from the date of Apollonian's invoice and without any deductions whatsoever.

5.2 Apollonian is entitled to charge interest on all late payments of 4% per month, part of a month to be considered as a whole month, and to have judicial and other costs regarding the collection of the outstanding amounts remunerated by the Customer.

5.3 Comments or remarks which the Customer might have with regard to the invoices presented by Apollonian, must have been made in writing within ten (10) days from receipt of the invoice, to be considered.

5.4 Goods delivered by Apollonian shall remain the property of Apollonian for as long as the Customer has not affected full payment in respect of the work done by Apollonian.

5.5 Unless payment is made in accordance with the General Conditions Apollonian has the right to sell such property at their discretion in order to cover their claim.

5.6 Apollonian shall have the right to attach property of the Customer in order to secure outstanding amounts.

## **6. Supervision and Warranty**

6.1 All work carried out by Apollonian is effected under the supervision and responsibility of the Customer.

6.2 The Customer undertakes to give Apollonian all necessary assistance for the carrying out of the contractual work.

6.3 Apollonian warrant that skilled men will be used for the contract work.



## **7. Liability**

7.1 Apollonian is not liable for any damage whatsoever which might arise in connection with the work carried out, unless such damage can be proved to be a result of gross negligence by the management of Apollonian or any of their employees or subcontractors and always provided that Apollonian has not exercised due diligence in the choice and supervision of the employee(s) or subcontractors involved.

7.2 It is hereby expressly agreed and accepted by the Customer that no employee, agent or subcontractor of Apollonian shall in any circumstance whatsoever be under any liability whatsoever to the Customer and every right, exemption, limitation, defence and immunity of whatever nature applicable to Apollonian or to which Apollonian is entitled according to these General Conditions shall also be available and shall extend to protect every such employee, agent or subcontractor.

7.3 Stipulations which limit, exclude or determine liability towards Apollonian, in connection with goods or services supplied by Apollonian's suppliers or subcontractors can also be asserted against Customer by Apollonian.

7.4 If Apollonian should be found to be liable for any damage, this liability shall not involve consequential damage and never exceed Euro 15.000,00 – for each contract.

7.5 In case Apollonian is found liable for damage in connection with execution of a contract as against third parties against whom Apollonian cannot invoke these Terms and Conditions, the Customer undertakes to indemnify Apollonian insofar as such claims would have been excluded if the General Conditions would have been applicable as against such third party.

7.6 Apollonian shall not be liable for any damage arising from force majeure, understood as all circumstance beyond the control of Apollonian, irrespective of whether the circumstance was foreseeable or not, which prevent, permanently or temporarily, the successful fulfilment of the contract, including but not limited to – strikes, lock-outs, war, want of transportation facilities and failure by subcontractors.

7.7 The Customer shall notify Apollonian immediately upon knowledge thereof, in writing, of any and all damage allegedly caused by Apollonian and any claim which relates thereto, must be presented to Apollonian in writing, not later than three (2) months from the date of contractual work was terminated or should have been terminated. If the Customer fails to comply with the above mentioned, Apollonian shall be relieved from all liability.



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### **8. Cancellation**

8.1 In case the Customer cancels a contract, Apollonian is entitled to debit the Customer for the time spent and costs incurred.

8.2 In case the execution of the contractual work has been hindered by force majeure, as specified in Clause 7.6 above for more than two (2) weeks, either of the parties is entitled to cancel the contract. In case of cancellation for such reasons, neither of the parties shall be entitled to have damages, but Apollonian shall always have the right to compensation, as mentioned under Clause 8.1 above.

### **9. Applicable Law and Jurisdiction**

9.1 English law shall govern Apollonian's quotations, the contract(s) between Apollonian and the Customer and also the work done by Apollonian.

9.2 All disputes arising in connection with the contract or other contracts and further contracts resulting thereof, between Apollonian and a Customer, shall, with the below mentioned exceptions, be finally settled by Arbitration in accordance with the Rules of the Courts of England.

9.3 The arbitration proceedings shall take place in London and be conducted in the English language.

9.4 In case property is attached as per clause 5.9 above, Apollonian has the right to start Court proceedings for the collection of outstanding amounts within the jurisdiction and before the competent Court of the place of attachment.

9.5. The parties shall comply with all applicable laws, statutes and regulations relating to anti-corruption, anti-bribery and personal data protection.

### **10. Intellectual Property and Ownership**

All patents, copyright and other intellectual property rights originating or deriving from the Services shall be deemed to be the undisputed property of Apollonian Shipmanagement. All documentation or material of whatsoever nature developed made by ASM shall be considered property of Apollonian Shipmanagement.