



Terms & Conditions

For Apollonian Shipmanagement Ltd. under Reg. No 200559034 (“**Apollonian**”)

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Terms and Conditions:

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in Bulgaria.

Charges: the charges payable by the Customer for the supply of the Services.

Commencement Date: has the meaning given in Clause 3.4.

Conditions: these Terms and Conditions as amended from time to time in accordance with Clause 2.2.

Contract: the contract between Apollonian and the Customer for the supply of Services in accordance with these Conditions.

Customer: the client of Apollonian set out in the Quote.

Order: the Customer’s written acceptance of a Quote for the provisions of Services.

Price: the agreed price set out in the Quote.

Quote(s): constitutes Apollonian’s quotation to provide Services to the Customer in accordance with these Conditions.

Service Engineers: Apollonian’s employees designated to attend technical projects in accordance with the Quote and to carry out Services under Apollonian’s instructions as described in his/her contract of employment.

Services: to be rendered by Apollonian in accordance with the Scope of Work set out in the Quote.

Scope of Work: constitutes the scope of the services to be rendered by Apollonian, as set out in the Quote.

Vessel: the vessel on which Services are to be carried out by Apollonian, as stated in the Quote.

- (a) Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended or re-enacted from time to time; and
 - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.

- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes fax and email.

2. GENERAL

- 2.1 The Conditions are applicable to all Quotes, Contracts and work effected by Apollonian.
- 2.2 Any deviation from the Conditions must be confirmed by Apollonian in writing, in order to be valid against Apollonian.
- 2.3 Apollonian may, at its discretion, appoint affiliated companies to carry out certain administrative functions on its behalf, including the provision of Quotes and invoices. However, for the avoidance of doubt, the Contract remains solely between Apollonian and the Customer.

3. BASIS OF CONTRACT

- 3.1 All Quotes are given without prejudice and are based on information furnished by the enquiring party.
- 3.2 Any Quote given by Apollonian shall not constitute an offer, and is only valid for a period of thirty (30) days, unless otherwise stated in the Quote.
- 3.3 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 3.4 The Order shall only be deemed to be accepted when Apollonian issues written acceptance of the Order at which point and on which date the Contract shall come into existence (the "**Commencement Date**").
- 3.5 These Conditions, as well as those set out in the Quote, apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate or which are implied by law, trade custom, practice or course of dealing.

4. SUPPLY OF SERVICES

- 4.1 Apollonian shall supply the Services to the Customer in accordance with the Scope of Work, as set out in the Quote, in all material respects.
- 4.2 Apollonian shall use all reasonable endeavours to meet any performance dates specified in the Quote but any such dates shall be estimates only.
- 4.3 Apollonian reserves the right to amend the Quote, prior to its written acceptance of the Order, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Apollonian shall notify the Customer in any such event.

5. CUSTOMERS OBLIGATIONS

- 5.1 The Customer shall:
 - (a) ensure that the terms of the Order, and any information it provides to Apollonian, are complete and accurate;
 - (b) co-operate with Apollonian in all matters relating to the Services;

- (c) provide Apollonian, its employees, agents, consultants and subcontractors, with access to the Vessel, including but not limited to her engines, machinery, accommodation and all unrestricted facilities without interruption of her commercial activities as is reasonably required by Apollonian to supply the Services;
- (d) provide Apollonian with such information and materials as Apollonian may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) prepare the Vessel for the supply of the Services;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) keep all materials, equipment, documents and other property of Apollonian (the “**Apollonian Materials**”) at the Customer’s premises in safe custody at its own risk, maintain Apollonian Materials in good condition until returned to Apollonian, and not dispose of or use the Apollonian Materials other than in accordance with Apollonian’s written instructions or authorisation;
- (h) comply with any additional obligations as set out in the Quote;
- (i) warrant that the Vessel is insured by a P&I Club that is a member of the International Group of P&I Clubs and will remain insured by such a Club for the duration of the Contract; and
- (j) warrant that the Service Engineers benefit from full coverage of the Vessel’s P&I Club insurance if the Vessel is transiting through or attending areas specified in the Lloyd’s London Market’s Joint War Committee’s Listed Areas as updated from time to time.

5.2 If Apollonian’s performance of any of its obligations under the Contract is hindered, prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (a “**Customer Default**”):

- (a) without limiting or affecting any other right or remedy available to it, Apollonian shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier’s performance of any of its obligations;
- (b) Apollonian shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Apollonian’s failure or delay to perform any of its obligations as set out in this Clause 5.2; and
- (c) the Customer shall reimburse Apollonian on written demand for any costs or losses sustained or incurred by Apollonian arising directly or indirectly from the Customer Default.

6. **CHANGES IN CONTRACT**

6.1 All alterations to the Scope of Work, irrespective of whether 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 Conditions will apply (the “**Additional Work**”).

6.2 Apollonian is entitled to assign a third party, or any of its affiliates, to provide the Services in circumstances in which it is unable to do so.

7. CHARGES

- 7.1 In addition to the Price, Apollonian shall be entitled to charge the Customer for any expenses reasonably incurred by the Service Engineers or any other individuals whom Apollonian engages in connection with the Services including travelling expenses, freight charges, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Apollonian for the performance of the Services, and for the cost of any materials.
- 7.2 Apollonian is entitled to charge for administrative costs incurred according to its applicable tariff.

8. PAYMENT

- 8.1 Payment for the work of Apollonian, together with costs and expenses as set out in Clause 7, shall be made by the Customer within thirty (30) days from the date of Apollonian's invoice (the "Invoice") and without any deductions whatsoever.
- 8.2 Apollonian is entitled to charge interest on all late payments at the rate 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.
- 8.3 The Customer has ten (10) days from receipt of the Invoice to provide Apollonian with any comments or remarks that it might have in relation to the Invoice. To be considered, these must have been made in writing within ten (10) days from receipt of the Invoice.
- 8.4 Apollonian shall have the right to attach property of the Customer in order to secure outstanding amounts.
- 8.5 Unless payment is made in accordance with the Conditions, Apollonian has the right to sell such property at its discretion in order to cover its claim for the outstanding amounts.

9. SUPERVISION AND WARRANTY

- 9.1 All Services carried out by Apollonian are effected under the supervision and responsibility of the Customer.
- 9.2 The Customer undertakes to give Apollonian all necessary assistance for the carrying out of the Services.
- 9.3 Apollonian warrants that skilled Services Engineers will be used to provide the Services.

10. LIABILITY

- 10.1 References to liability in this Clause 10 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.2 Nothing in these Conditions limits any liability which cannot legally be limited, including but not limited to liability for:
- 10.2.1 death or personal injury caused by negligence;
 - 10.2.2 fraud or fraudulent misrepresentation; and
 - 10.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 10.3 Subject to Clause 10.2, Apollonian is not liable for any damage whatsoever which might arise in connection with the Services, unless such damage can be proved to be a result of gross

negligence by the management of Apollonian or any of its employees or subcontractors and always provided that Apollonian has exercised due diligence in the choice and supervision of the employee(s) or subcontractors involved.

- 10.4 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 Conditions shall also be available and shall extend to protect every such employee, agent or subcontractor.
- 10.5 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 the Customer by Apollonian to the extent permissible by the laws of any relevant jurisdiction.
- 10.6 Subject to Clause 10.2, Apollonian's total aggregate liability of whatever nature, whether in contract, tort, under statute or otherwise to the Customer for any and all damages arising from or in any way in connection with the Contract shall be limited to 50% of the Price actually paid by the Customer for the Services.
- 10.7 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 Conditions, the Customer undertakes to indemnify Apollonian insofar as such claims would have been excluded if the Conditions would have been applicable as against such third party.
- 10.8 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 by Apollonian, including but not limited to – strikes, lock-outs, war, unavailability of transport and failure by its subcontractors.
- 10.9 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 (3) months from the date the 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.

11. TERMINATION

- 11.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party one (1) months' written notice.
- 11.2 Without limiting its other rights or remedies, Apollonian may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer:
- 11.2.1 commits a breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within three (3) working days of that party being notified in writing to do so; and/or
 - 11.2.2 fails to comply with any of its obligations under the Conditions and/or Contract.

12. NON-COMPETE

- 12.1 The Customer agrees and covenants not to directly or indirectly solicit, hire, or recruit for its own benefit any Service Engineer engaged to provide Services to the Customer or induce any Service Engineer engaged to provide Services to the Customer to terminate their employment within three (3) months of completion of the Services.

12.2 From the date that Apollonian is engaged to render Services, and until three (3) months immediately following completion of the Services, Apollonian will not directly or indirectly solicit, hire, or recruit for their own benefit, or so attempt to solicit, hire, or recruit, any individual who is employed by the Customer or induce any such individual to terminate their employment with the Customer.

13. INTELLECTUAL PROPERTY AND OWNERSHIP

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

14. GOVERNING LAW AND JURISDICTION

14.1 This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The seat of the arbitration shall be England, even where the hearing takes place outside England.

14.2 The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (the “**LMAA**”) Terms current at the time when the arbitration proceedings are commenced.

14.3 The reference shall be to three arbitrators, one to be appointed by each party and the third, subject to the provisions of the LMAA Terms, by the two so appointed. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified in the notice, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if the arbitrator had been appointed by agreement.

14.4 Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator. In cases where neither the claim nor any counterclaim exceeds the sum of US\$100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

14.5 To the extent that Apollonian so wishes, proceedings relating to any dispute or claim arising out of the attachment of property pursuant to Clauses 8.4 and 8.5 may be brought in the courts of the place of the attachment. Each party agrees that the specified courts shall have exclusive jurisdiction over such disputes or claims save that any counterclaim may be brought in any proceedings already commenced.

14.6 The parties shall comply with all applicable laws, statutes and regulations relating to anti-corruption, anti-bribery, anti-slavery and personal data protection from time to time in force.