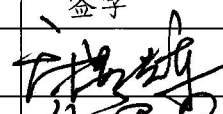
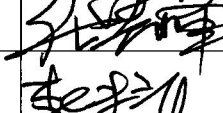
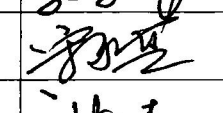
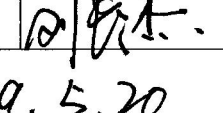
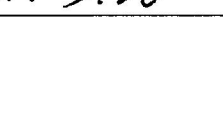
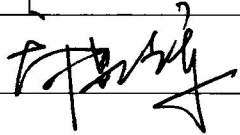


# 单一来源采购谈判记录表

项目名称：2019 年“科学”轮艏侧推维修服务采购

记录人：陶传波

谈判地点：科考船调度、指挥大厅

供应商名称	瓦锡兰（上海）服务有限公司		
产品名称	“科学”轮艏侧推维修采购	数量	4 项
规格型号	CT175M-D	目标价格	64 万元
质量等级	采用原厂正品件维修		
技术要求	瓦锡兰（上海）服务公司配备艏侧推服务工程师提供专业技术服务		
供应商提供的采购标的成本、同类项目合同价格以及相关专利、专有技术等情况说明	<p>“科学”轮艏侧推是经公开招标后从瓦锡兰公司引进的，该设备备品备件因瓦锡兰公司拥有不可替代的专利、专有技术，为保证设备维修后正常运行，只能继续从原供应商处采购备件和维修服务，瓦锡兰（上海）服务公司是专业从事提供瓦锡兰产品（包括艏侧推）零配件及其配套装置的修理、更新、备件供应。经专家论证及商谈，确定最终价格及供货期。附：报价单</p>		
合同主要条款及价格商定情况	<p>主要修理采购内容：拆除 1#、2#侧推电机/联轴节，更换两个联轴节；更换两个艏侧推顶部密封；更换 1#、2#侧推桨足密封及挡圈；更换 1#、2#侧推轴封，所有备件修理方提供，包括税费总价 638699.73 元。</p>		
谈判争议点	维修时间、内容、地点、备件质量及供货期，合同价格。		
谈判结果	2019 年“科学”坞修期间瓦锡兰（上海）服务公司完成合同所规定的瓦锡兰艏侧推的维修及备件供应，包括税费总价 638699.73 元。		
谈判小组人员	姓名	单位	职称 签字
	乔显辉	青岛地质海洋研究所	高级工程师 
	任宪峰	中国海洋大学	高级工程师 
	李博洋	青岛远洋船员职业学院	教授 
	宋永真	中国科学院海洋研究所	高级工程师 
	刘长杰	中国科学院海洋研究所	高级工程师 
谈判小组组长	签字 	时间 2019.5.20	



# 船舶修理申请单

中国科学院海洋研究所  
CBDD-VMM-001-04  
修改编号 Revise No.:01

修改日期 Revise Date  
2018-11-21

船名	科学	部门	轮机	日期	2019.5.8
序号	项目说明（修理名称、规格、数量、材料、损坏情况和修理要求）				
1.	由于上次检查发现两个弹性联轴节啮合齿损坏，申请拆除 1#、2#侧推电机/联轴节，更换两个联轴节，备件厂供；				
2.	由于两个艏侧推顶部密封出现渗漏滑油情况，申请更换两个艏侧推顶部密封，两套密封备件厂供；				
3.	坞修水下工程：根据设备定期检修要求，更换 1#、2#侧推桨足密封及挡圈，两套密封和挡圈备件厂供；				
4.	坞修水下工程：根据设备定期检修要求，更换 1#、2#侧推轴封，两套轴封备件厂供；				

设备名称：

WÄRTSILÄ

Transverse thrusters

制造商：Wärtsilä Netherlands B.V.

型号：CT175M-D

设备编号：MPH00035M1CB11/2

注：保存在部门长处和船舶运维部机务部，保存 2 年。

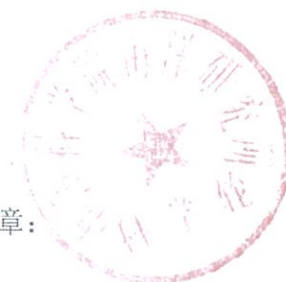
船长：

陈峰  
2019.5.9

部门长：

姜长统

船章：



机务审核：

刘长林

船舶运维部：

李维强

V1.0

- 1 -

船舶修理申请单



Wärtsilä Services (Shanghai) Co., Ltd.

## SERVICE OFFER

Pages: 1 (2)

Customer

中国科学院海洋研究所西海岸新区园区

地址: 青岛市长江东路八号

邮编 (Postcode):

Your contact person

刘长杰 /13589232230

电话 (Tel): +86-0532-87072012

手机 (Cel):

传真 (Fax): +86-0535-6832398

Date

13.05.2019

Offer number

TT20190110a

Installation

MV "KE XUE"

Engine Type

W8L26

Engine Serial Number

Our contact person

LIU MING ZHAO

MINGZHAO.LIU@wartsila.com

Phone

+86 182 214 00561

Your reference

Email

Requested delivery date

07/2019

Your enquiry date

01/ 2019

Place

SHANGHAI

Terms of payment

30 days net

Terms of Delivery

DAP

Incoterms 2000

Dear Sir,

Thank you for your kind inquiry, according to ship owner's request, as for overhauling No. 1 and No. 2 Transverse Thruster and relevant work, we would like to offer as below:

Item	Description	pc	Unit Price (RMB)	Amount (RMB)
<b>AA. overhauling No. 1 and No. 2 Transverse Thruster</b>				
10.	Renew flexible coupling of of TT due to teeth damage	2		
20.	Renew the top seal during coupling renewal for TT	2		
30.	Replace the blade foot seals and retaining rings under the blade-bolts.	2		
40.	Replace the propeller shaft seals.	2		
Detailed work scope please refer to attached working plan				
Total price of AA (including 13%VAT):				236,000.00

### BB. Spare parts for overhauling No. 1 and No. 2 Transverse Thruster

10.	Flexible coupling	2
-----	-------------------	---

Wartsila Services (Shanghai) Co., Ltd  
3rd Floor, Building 11, No. 170 Jin Feng Road,  
Pudong New District, Shanghai, P.R. China  
Postal code: 201201

Tel: +86 21 5858 5500  
Fax: +86 21 5858 9331







# SERVICE OFFER

Wärtsilä Services (Shanghai) Co., Ltd.

Pages: 2 (2)

20.	Replacement set input shaft seal (SB)	2
30.	Replacement set for blade seals	2
40.	Replacement set propeller shaft seal	2

Detail please refer to quotation 2845555

Total price of BB (including 13%VAT): 402,699.73

总计 (CNY, 含 13%税) : 638,699.73

Mobilisation notice:

One week notice is needed.

Validity:

This offer is valid for one month.

## Conditions:

16%VAT will be added to the invoice according to the Chinese government regulation.

Any additional job shall be charged separately.

Any waiting time not caused by Wartsila shall be charged additionally according to service tariff.

All spare parts and engine tools during maintenance work shall be supplied by the owner.

The customer shall assist to Wärtsilä service personnel to obtain the boarding pass and safety training if necessary.

Transport, visa, and insurance costs and, where applicable, customs duty for personal belongings and tools will be charged as travelling expenses.

The port charge and/or yard management fee, if any, will be re-invoiced at cost + 10% administration fee.

We are looking forward to receiving your order confirmation soon.

Yours Sincerely,

Wärtsilä Services (Shanghai) Co., Ltd



Accepted and

Confirmed by: \_\_\_\_\_

Company Stamp: \_\_\_\_\_

P.O. / Order no.: \_

Dated: \_\_\_\_\_

For Parts: If not otherwise stated General Terms and Conditions for Sale of Spare Parts issued by Wärtsilä Corporation, Service are valid.

For Service: If not otherwise stated General Terms and Conditions for provision of Technical Personnel for Service and other Work issued by Wärtsilä Corporation, Service are valid.

or otherwise stated General Terms and Conditions for provision of Technical Personnel for Service and other Work issued by Wärtsilä Corporation, Service are valid.

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Postal code: 201201

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Fax: +86 21 5858 9331

科学号进坞计划								
Item	task name	工期 (天)	开始时间	完成时间	资源	船厂工作内容	船厂需准备工具材料	船厂配合人员
1	拆除1#侧推电机/联轴节	2	7月15日	7月16日	船厂	拆除侧推电机, 联轴节	葫芦等吊装工具	3人
2	更换联轴节	2	7月17日	7月18日	Wartsila	配合更换联轴节		3人
3	更换顶部密封	1	7月19日	7月19日	Wartsila	配合更换密封		2人
4	复装1#侧推电机/联轴节	2	7月20日	7月21日	船厂	复装侧推电机, 联轴节	葫芦等吊装工具	3人
5	更换1#侧推桨足密封及挡圈	2	7月22日	7月23日	船厂	拆除桨叶, 配合更换密封/挡圈	葫芦等吊装工具	3人
6	更换1#侧推轴封	2	7月24日	7月25日	Wartsila	配合更换密封		1人
7	拆除2#侧推电机/联轴节	2	7月26日	7月27日	船厂	拆除侧推电机, 联轴节	葫芦等吊装工具	3人
8	更换联轴节	2	7月28日	7月29日	Wartsila	配合更换联轴节		3人
9	更换顶部密封	1	7月30日	7月30日	Wartsila	配合更换密封		2人
10	复装2#侧推电机/联轴节	2	7月31日	8月1日	船厂	复装侧推电机, 联轴节	葫芦等吊装工具	3人
11	更换2#侧推桨足密封及挡圈	2	8月2日	8月3日	船厂	拆除桨叶, 配合更换密封/挡圈	葫芦等吊装工具	3人
12	更换2#侧推轴封	2	8月4日	8月5日	Wartsila	配合更换密封		1人

**Sold-to address**

Institute of Oceanology  
Chinese Academy of Sciences  
7 Nan-hai Road  
266071 Qingdao

**Shipping address**

Institute of Oceanology  
Chinese Academy of Sciences  
7 Nan-hai Road  
266071 Qingdao

**Notify address**

Page 1 / 6

**Date** 2018-12-21

**Quotation number** 2845555

**Installation**

KE XUE

**IMO no.** 9643788

**Our contact person**

VIVIAN QIN

**Phone** +86 2158585295

VIVIAN.QIN@WARTSILA.COM

**Your contact person**
**Your reference**

KEXUE

**Your order date**

2018-12-21

**End customer reference**
**Mode of delivery**

AIRFREIGHT

**Terms of delivery**

CIP Qingdao Incoterms 2010

**Customer number**

50995

**VAT Number**
**Terms of payment**

Pre-Payment

**Quotation valid to** 2019-06-12

Pre-Payment order; please note that contract will be valid upon payment receipt.

Item PO. Item	Part no. Product no.	Description Product type Availability	Qty	Unit	Price/unit	Total
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Subject to prior sales. Estimated availability shown is current and is given on ExW basis for the date of the quotation. The price is for the given quantity.

000100		FLEXIBLE COUPLING				
	MPH00035M1CB11	CT175	2	PC	78.447,92 CNY	156.895,84
		16 WEEKS	2	PC		

The price is for the given quantity. This item has to be specially procured, and shall not be cancelled or returned.

000200		REPLACEMENT SET INPUT SHAFT SEAL (SB)				
	MPH00035M1CB11	CT175	2	PC	10.020,75 CNY	20.041,50
		1 WEEK	2	PC		

Continued on page 2

Wartsila Services (Shanghai) Co., Ltd

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201201 Shanghai  
China

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+86 21 5877 8800  
Fax +86 21 5858 9331  
+86 21 5877 1629

Tax Reg. No.:  
www.wartsila.com

VAT Reg. no.:  
Business ID. no.:  
Registered office Shanghai

Bank account no.: 449461716145  
IBAN:  
SWIFT: BKCHCNBJXXX



Item PO. Item	Part no. Product no.	Description Product type Availability	Qty	Unit	Price/unit	Total
<b>Set contains</b>						
000201	1712013	Hexagon socket head cap screw	8	PC/set		
			Total	16 PC		
000202	1712020	V-ring	1	PC/set		
			Total	2 PC		
000203	1712022	Heavy cylindrical spring dowel	1	PC/set		
			Total	2 PC		
000204	1712025	Hexagon socket head cap screw	2	PC/set		
			Total	4 PC		
000205	1712026	Dubo retaining ring	2	PC/set		
			Total	4 PC		
000206	1712052	O-ring	2	PC/set		
			Total	4 PC		
000207	1712053	Vent plug	1	PC/set		
			Total	2 PC		
000208	1712054	Sealing ring	1	PC/set		
			Total	2 PC		

Continued on page 3

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Item PO, Item	Part no. Product no.	Description Product type Availability	Qty	Unit	Price/unit	Total
000209	1712055	Oil seal	1 Total	PC/set 2 PC		
000210	1712056	Support ring	1 Total	PC/set 2 PC		
000211	1712059	O-ring	1 Total	PC/set 2 PC		
000212	1712064	Hexagon socket head cap screw	3 Total	PC/set 6 PC		
000213	P9990063	Degreaser Fluid	1 Total	PC/set 2 PC		
000214	P9990243	Liquid locking adhesive	1 Total	PC/set 2 PC		
000215	P9990014	Silicone sealant 1kg	1 Total	PC/set 2 PC		
000300		REPLACEMENT SET FOR BLADE SEALS (SB)				
	MPH00035M1CB11	CT175	2	PC	11.586,15 CNY	23.172,30
		1 WEEK	2	PC		

Continued on page 4

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Item PO. Item	Part no. Product no.	Description Product type Availability	Qty	Unit	Price/unit	Total
Set contains						
000301	0601015	O-ring	4	PC/set		
			Total	8 PC		
000302	0601016	Strip	16	PC/set		
			Total	32 PC		
000303	0601018	O-ring	24	PC/set		
			Total	48 PC		
000304	0601044	Hexagon socket collar plug	2	PC/set		
			Total	4 PC		
000305	P9990011	Mounting paste 500gr	1	PC/set		
			Total	2 PC		
000306	P9990063	Degreaser Fluid	1	PC/set		
			Total	2 PC		
000307	P9990243	Liquid locking adhesive	1	PC/set		
			Total	2 PC		
000308	0601132	Unhardened cilindrical pin	4	PC/set		
			Total	8 PC		

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 SWIFT: BKCHCNBJXXX

Item PO. Item	Part no. Product no.	Description Product type Availability	Qty	Unit	Price/unit	Total
000400		REPLACEMENT SET PROPELLER SEAL				
	MPH00035M1CB11	CT175	2	PC	29.930,90 CNY	59.861,80
		1 WEEK	2	PC		
<b>Set contains</b>						
000401	1712365	Hexagon bolt	8	PC/set		
			Total	16 PC		
000402	1712355-001	Sealing ring kit	1	PC/set		
			Total	2 PC		
000403	1712355-003	SUS WIRE Φ1.0 SUS304	2	M/set		
			Total	4 M		
000404	1712355-004	Blank plug	6	PC/set		
			Total	12 PC		
000405	1712355-005	Washer	6	PC/set		
			Total	12 PC		
000406	1712355-013	Hexagon socket head cap screw	8	PC/set		
			Total	16 PC		

Continued on page 6

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www.wartsila.comVAT Reg. no.,  
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Registered office: ShanghaiBank account no. 449461716145  
IBAN:  
SWIFT: BKCHCNBJXXX

Date  
Quotation numberPage 6 / 6  
2018-12-21  
2845555

Item PO. Item	Part no. Product no.	Description Product type Availability	Qty	Unit	Price/unit	Total
000407	1712355-014	Washer	8	PC/set		
			Total	16 PC		

Goods total		259.971,44
Freight cost		27.900,00
Other expenses		68.500,00
Total excl. VAT/Tax	13,00%	356.371,44
VAT/Tax	13,00%	46.328,29
Total amount		CNY 402.699,73

Yours faithfully,

Wärtsilä Services (Shanghai) Co., Ltd

[www.wartsila.com/online-services](http://www.wartsila.com/online-services)

For Parts and Services. If not otherwise stated, Wärtsilä General Terms and Conditions (GTC) - Parts (2018) or Service Work (2018) are applied.  
Wärtsilä General Terms and Conditions are available on the web <http://www.wartsila.com/general-terms-conditions>.  
Interest will accrue from the invoice due date at the rate stated in Wärtsilä GTC, unless otherwise defined in the Contract between the Customer and Wärtsilä Company.  
A surcharge shall be added in case an order value is lower than the minimum order value of 200 EUR or equivalent currency value excluding freight.  
Possible claims regarding Invoices must be made within 14 days after the date of Invoice.

Wärtsilä Services (Shanghai) Co., Ltd

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IBAN:  
SWIFT BKCHCNBJXXX



## 1. INTRODUCTION

These General Terms and Conditions – Parts (2018) (the “Conditions”) shall, unless otherwise agreed in writing, apply to all sales of parts (the “Parts”) by any authorized member, agent or representative of the Wärtsilä Group (the “Supplier”) to a purchaser (the “Buyer”). The Supplier’s offers are non-binding until accepted and confirmed by a purchase order issued by the Buyer in compliance with these Conditions which is acknowledged by the Supplier (any such acknowledged purchase order, a “Contract”). These Conditions shall form an integral part of the Contract. The Buyer may not change or cancel any purchase order after it has been received by the Supplier unless the Supplier has agreed in writing to such change or cancellation.

## 2. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

2.1 Neither party shall copy or disclose to a third party any document or data provided by the other party without the prior written consent of the other party or use them for purposes other than those for which they were provided. Intellectual property rights associated with the Parts or any document or data provided by the Supplier in connection therewith shall remain the Supplier’s property. The Buyer shall defend, indemnify and hold harmless the Supplier against all claims, losses and damages, including reasonable attorneys’ fees, arising out of or resulting from any reuse, modification, reproduction or publication of the Supplier’s intellectual property documents or data. To the extent there is a conflict between the foregoing provisions regarding confidentiality and intellectual property and any terms or conditions of any software license agreement, the terms and conditions of such software license agreement shall prevail.

2.2 Notwithstanding the foregoing, the Buyer consents to the collection and use of information and to the ownership of the derived or incorporating works as set forth herein. The Buyer shall be responsible for providing equipment technical data through any reasonable means requested by the Supplier, including internet-connected devices. The term “Equipment Technical Data” refers to all data relating to the technical operating parameters of any equipment delivered, including without limitation, all information that the Supplier shall gather from sensors, instruments, monitors, or other industrial control or SCADA devices located at the Buyer’s sites or on the equipment delivered. Equipment Technical Data shall be transmitted to the Supplier for purposes including, but not limited to, developing its products, solutions and services. The Supplier, the Supplier’s parent, subsidiaries and/or affiliates shall own all works, products, reports and improvements each may develop based upon, derived from, or incorporating Equipment Technical Data. Equipment Technical Data may be transferred: (a) to the Supplier’s parent, subsidiaries and/or affiliates and (b) to third parties who act for or on the Supplier’s behalf for processing in accordance with the non-exclusive purpose(s) listed above or as may otherwise be lawfully processed. Equipment Technical Data may also be disclosed to a third party if the Supplier is required to do so due to an applicable law, court order or governmental regulation, or if such disclosure is otherwise necessary in support of any criminal or other legal investigation. The Supplier’s rights to use Equipment Technical Data shall survive the termination or expiration of the governing agreement, the terms and conditions and/or any understanding between the parties hereto with respect to Supplier’s rights to use Equipment Technical Data and any applicable warranty period and any other commercial contract between the Supplier and the Buyer.

## 3. CYBERSECURITY PROTECTION

3.1 Unless otherwise agreed, upon delivery of any equipment provided by the Supplier, the Buyer shall be solely responsible for system integrations and/or system security engineering for any equipment not provided by the Supplier. It is the Buyer’s sole responsibility to protect Critical Components from any External Cybersecurity Threat or Internal Cybersecurity Threat, including against hardware and software vulnerabilities. In recognition of the foregoing, the Buyer agrees and covenants that it shall use the degree of care appropriate to prevent unauthorized access, use, or hacking of the Critical Components provided in connection with any equipment provided by the Supplier and shall do so in a manner that is no less rigorous than any recommendations provided by the Supplier and accepted industry practices.

3.2 “External Cybersecurity Threat” is any threat, act, attack or other incident which negatively affects the reliable workings of any equipment provided by the Supplier, which originated outside of the physical site housing such equipment.

3.3 “Internal Cybersecurity Threat” is any threat, act, attack or other incident which negatively affects the reliable workings of any equipment provided by the Supplier, which originated inside of the physical site housing such equipment.

## 4. DELIVERY, ACCEPTANCE AND RETURNS

4.1 All references to trade terms shall be interpreted in accordance with Incoterms® 2010. Unless otherwise agreed in writing, the Parts shall be

deemed to be sold “FCA”. Any date or period for delivery stipulated or quoted shall be deemed to be an estimate only. Packing materials shall not be returned to the Supplier. The Buyer shall be deemed to have accepted the quantity and quality of the Parts delivered by the Supplier as being in accordance with the Contract unless the Buyer has notified the Supplier of any shortages or damage within three (3) days following delivery of the Parts. No returns of Parts will be permitted or allowed by the Supplier.

4.2 If the Buyer anticipates that it will be unable to accept the delivery of Parts at the time set forth in the Contract, the Buyer shall notify The Supplier in writing stating the reason and the time when the Buyer anticipates being able to accept the delivery. The Buyer shall pay the part of the Contract price that becomes due at the delivery as if the delivery had taken place. The Supplier may by notice require the Buyer to accept the delivery within a final reasonable time. Any additional costs related to such delay shall be borne by the Buyer.

4.3 The Supplier has the right to suspend the performance of its obligations under the Contract if it is reasonably clear from the circumstances that the Buyer will not be able to perform its obligations as stated in the Contract.

## 5. PAYMENT AND OWNERSHIP

Unless otherwise agreed, payment shall be made by bank remittance in the currency and to the bank account set forth in the Supplier’s invoice within twenty (20) days following the date of the invoice. Payment shall be made in full without any set off, counterclaim or deduction. The Buyer shall pay interest on overdue payments from the maturity date until the actual date of payment at the rate of one and one quarter percent (1.25%) per month, compounded monthly. The Buyer shall pay the Supplier all costs related to the collection of overdue amounts, including reasonable attorneys’ fees. In the event any payment is more than thirty (30) days late, the Supplier shall be entitled to suspend or terminate the Contract by written notice to the Buyer, and such remedies shall not be exclusive of the Supplier’s additional rights under contract or law. Title to the Parts shall pass to the Buyer only when payment in full has been received by the Supplier. The Supplier may as a precondition for delivery of Parts, request: (i) advance payment; and/or (ii) that the Buyer pays or provides security covering any unpaid amount already owed to the Supplier or one of its affiliates.

## 6. WARRANTY

6.1 The Supplier shall repair or replace, at its sole discretion, any defect in the Parts which appears during the warranty period as a result of defective material or manufacturing, provided that any replaced Part shall upon the Supplier’s request be returned to the Supplier at the Supplier’s cost. The Buyer shall immediately take appropriate steps to prevent any defect from becoming more serious, and all warranty claims with respect to this warranty shall be made in writing without delay and not later than fourteen (14) days following discovery of such defect during the warranty period. The Buyer shall have the responsibility to establish that its claim is covered by this warranty. Replaced Parts shall become the Supplier’s property. Delivery of replaced or repaired Parts will be made in accordance with the original Contract delivery terms.

6.2 The warranty period for the Parts begins on the date of delivery and ends eighteen (18) months from the date of delivery. If the Parts are inspected and installed within the above mentioned eighteen (18) months by authorized Wärtsilä personnel, the warranty period will be twelve (12) months from the date when the Parts were placed in Service or eighteen (18) months from the date of delivery, whichever occurs later. The warranty period in respect of Parts which have been repaired or replaced under the warranty shall expire six (6) months following the date when: (i) the repaired or replacement Part is placed in service; or (ii) upon the expiration of the warranty period applicable to the originally supplied Part as set forth above in this Clause 6.2, whichever occurs later. The warranty for repaired or replacement Parts shall be subject to the same terms, conditions and limitations of liability as those applicable to the originally-supplied Part. Under no circumstances shall the warranty period of any Part (whether as originally supplied or as repaired or replaced) extend beyond the date that is thirty-six (36) months following the date of commencement of the original warranty period as stipulated above in this Clause 6.2.

In case the Parts are ready for delivery but the Supplier is not able to deliver the Parts due to reason attributable to the Buyer, the warranty period as stated above in this Clause 6.2 shall commence from date the delivery should have taken place according to the Contract.

6.3 The Supplier shall not be liable for any defect due to or arising in connection with: (1) any materials, components, tools, designs or software provided by the Buyer; (2) negligence or wilful misconduct of the Buyer; (3) parts, accessories or attachments other than those supplied as Parts by the Supplier; (4) improper service work, installation or alterations carried out by the Buyer; (5) normal wear and tear; (6) use of unsuitable material or consumables by the Buyer; (7) fluctuation in the grid; or (8) any use, service or operation of the Parts which is not in conformity with manuals, instructions or specifications provided by the Supplier or which is otherwise not in



— — — — — accordance with normal industry practices. The Supplier's warranty obligation does not include any cranes, electricity, scaffolding, docking, diving, sub-sea work, towage costs, demounting or mounting costs, expenses of the Supplier's personnel or representatives, taxes and duties, and all such costs and expenses shall be reimbursed by the Buyer to the Supplier when applicable. If after the Supplier's warranty investigation it is found that the Buyer does not have a warranty claim within the scope of these Conditions, then the Buyer shall be responsible for all applicable costs and expenses for such inspection, repaired or replaced components or other service work.

**6.4 THIS CLAUSE 6 SETS FORTH THE ONLY WARRANTY APPLICABLE TO THE PARTS AND IS IN LIEU OF ANY OTHER WARRANTIES, GUARANTEES, OBLIGATIONS AND LIABILITIES EXPRESS OR IMPLIED INCLUDING WARRANTIES, GUARANTEES, OBLIGATIONS OR LIABILITIES AGAINST NON-CONFORMITY OR DEFECTS. THE BUYER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES AND LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION FITNESS FOR PURPOSE, MERCHANTABILITY OR SATISFACTORY QUALITY).**

## **7. SUPPLIER'S LIABILITY**

**7.1 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, SHALL THE SUPPLIER BE LIABLE FOR ANY INDIRECT, CONTINGENT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED OR ARISING (WHETHER ACTUAL OR ANTICIPATED) NOR FOR LOSSES OR DAMAGES (WHETHER ACTUAL OR ANTICIPATED) CAUSED BY REASON OF UNAVAILABILITY OF THE EQUIPMENT OR THE FACILITY, SHUTDOWNS OR SERVICE INTERRUPTIONS, LOSS OF USE, LOSS OF PROFITS OR REVENUE, LOSS OF SAVINGS, LOSS OF REPUTATION, INVENTORY OR USE CHARGES, COST OF PURCHASED OR REPLACEMENT POWER, INTEREST CHARGES OR COST OF CAPITAL ANY CLAIMS OF THE BUYER'S CUSTOMERS, PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF SUBSTITUTED EQUIPMENT, SPARE PARTS OR SERVICES OR REPLACEMENT, REMOVAL OR REINSTALLATION SERVICE WORK NOT ARISING FROM THE WARRANTY PROVIDED HEREIN, TOWAGE CHARGES, POLLUTION REMEDIATION COSTS, COSTS OF DOCKING, DIVING OR SUB-SEA WORK, DAMAGE TO ANY VESSEL, ENGINE ROOM OR POWER PLANT SITE, YARD OR OTHER PROPERTY (INCLUDING DAMAGE TO GOODS OWNED BY THE BUYER), DAMAGE TO ANY EQUIPMENT OR PROPERTY OTHER THAN THE EQUIPMENT, COMPONENTS AND PARTS DELIVERED HEREUNDER, COSTS FOR ANY ADDITIONAL TESTS, SEA TRIALS, DEBRIS REMOVAL OR FOR LOSS OF TIME OR USE OF ANY EQUIPMENT, INSTALLATION SYSTEM, OPERATION OR SERVICE.**

**7.2 NOTWITHSTANDING ANY OTHER PROVISION OF THE CONTRACT, IN NO EVENT SHALL THE SUPPLIER'S AGGREGATE LIABILITY TO THE BUYER UNDER THIS CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THIRTY PERCENT (30%) OF THE CONTRACT PRICE.**

**7.3 Each party shall obtain a waiver of all rights of recourse and subrogation against the other party from its insurers as well as indemnify and hold the other party harmless for all claims of or by either of the parties' insurers.**

**7.4 The Supplier shall not be liable for any harm, injury or damages due to or arising in connection with: (1) software provided by the Buyer; (2) monitoring, digital and/or cybersecurity-related systems other than those provided by the Supplier; or (3) improper service work, installation or alterations carried out by the Buyer on any monitoring, digital and/or cybersecurity-related systems. "Improper Service Work" is any act or failure to act which contradicts the OEM recommended maintenance, configuration and advisable operations resulting in detrimental reliability or increased possibility of failure.**

**7.5**

## **8. EXPORT CONTROLS AND TRADE SANCTIONS**

**8.1 The parties agree that the Parts shall be delivered subject to all applicable export controls, sanctions or restrictions imposed on technology and products by any country or organization or nation which are enforceable in the jurisdiction of the Supplier, its affiliates or parent company, including the Supplier's country, the United Nations, the European Union and the United States of America. The Buyer acknowledges that the Parts and all related technical information, documents and materials may not be imported or exported, re-exported, transhipped, traded, diverted or transferred, directly or indirectly, contrary to such controls, sanctions or restrictions.**

**8.2 The Buyer confirms that the Parts supplied will be used solely for peaceful purposes. The Buyer further confirms that the Parts will not be used in connection with, or for purposes associated with any chemical, biological or nuclear weapons, missiles or any other vehicles or vessels capable of delivering such weapons, or in support of any terrorist activity, or in connection with any other military end use. Nor will the Parts be re-sold if it is known or**

**suspected by the Buyer that it is intended to be used for such purposes. Upon request by the Supplier, the Buyer shall furnish the Supplier with all the relevant certificates relating to export control laws, regulations, sanctions and restrictions, such as, but not limited to, end-user certificates, in form and substance specified by the Supplier.**

**8.3 The Supplier has no liability resulting from delay, cancellation or amendment of this sale resulting from export controls, sanctions or other applicable restrictive measures.**

## **9. FORCE MAJEURE**

Neither the Supplier nor the Buyer shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, caused by or arising from an event of force majeure ("Force Majeure") which includes without limitation acts of God, wars whether declared or not, any events involving armaments of war, civil wars and riots, hostilities, public disorder, acts of terrorism and severe threat of terrorism, any measures taken by public authorities in connection with threat of terrorism, embargos and import or export restrictions, acts of civil or military authorities, sanctions, boycotts, fire, flood, accidents, strikes, failure of a subcontractor or sub-supplier to provide manpower, materials or goods caused by an event that qualifies under this Clause 9, epidemics, unusually severe weather affecting either party, or causes beyond their control.

## **10. SECURITY AGREEMENT**

The Buyer hereby grants to the Supplier a continuing security interest, and when applicable a maritime lien for necessities, in and to the Parts, together with all goods into which the Parts are attached at any time, and all products and proceeds derived from the sale or lease thereof as security for the payment in full of such Parts.

## **11. DUTIES, TAXES, FEES AND COMPLIANCE WITH LAWS**

The Buyer shall pay, where applicable, all duties, withholding and other taxes, customs fees and charges and all charges and fees by a classification or inspection society. All such documentation or approvals which are required by applicable laws, and any applicable modifications of such laws, shall be the responsibility of and paid by the Buyer. Supply out of the European Union (EU) is exempted from Value Added Tax (VAT) on the condition that the Parts are exported out of the EU within one hundred and fifty (150) days from the supply. In accordance with the EU Customs and VAT laws, the Buyer must provide the Supplier with valid proof of exportation. If the Buyer does not provide the Supplier with such proof within one hundred and fifty (150) days, the Supplier has the right to charge VAT according to national laws which shall be immediately remitted by the Buyer.

## **12. GOVERNING LAW AND ARBITRATION**

**12.1 Unless the parties agree otherwise in writing, the Contract shall be governed by and interpreted in accordance with the laws in force in principal place of business of the Supplier, excluding the conflict of law rules applicable in such jurisdiction. Any controversy, claim or dispute between the parties hereto arising out of or related to this Contract shall be submitted to the International Court of Arbitration of the International Chamber of Commerce for final and binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall be in the English language and shall take place in Paris, France.**

**12.2 Nothing contained in this Clause shall preclude the Supplier from bringing legal action or proceeding against the Buyer for purposes of enforcement, injunctive relief or interim or remedial measures in the courts of any jurisdiction where the Buyer or any of its property or assets may be found or located, and the Buyer hereby irrevocably submits to the jurisdiction of any such court.**

## **13. ENTIRE AGREEMENT**

These Conditions, plus the additional agreed upon terms of the Contract (relating only to price, time and location for delivery, technical specifications and quantity of Parts to be delivered) and the terms and conditions of any software license agreement executed in writing by the Supplier and the Buyer and pertaining to software or other data provided in connection herewith ("License Agreement") contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. Any service work to be provided by the Supplier to the Buyer shall be in accordance with the Supplier's General Terms and Conditions – Service Work (latest version then in effect). If a provision of these Conditions is at variance with necessary requirements of applicable law, then these Conditions shall be deemed to be amended to the minimum extent necessary to comply with such applicable law. No terms, conditions, representations, warranties or covenants contained in any correspondence, catalogue, or in any other form shall be applicable unless incorporated herein by express written agreement of the parties hereto.