

GASLIMPO

GASLIMPO – Sociedade de Desgasificação de Navios, S. A. (“ Gaslimpo”)
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GENERAL CONDITIONS OF SUPPLY OF SERVICES

1. General

- 1.1 Every offer quotation and contract for the issue of gas-free certificates ("Services") by Gaslimpo is subject to these terms and conditions (the "Terms") unless otherwise agreed in writing by Gaslimpo.
- 1.2 The contract for the supply of Services (the "Contract") shall be deemed to have been entered into upon the customer's receipt of Gaslimpo's written acknowledgement stating Gaslimpo's acceptance of the order.
- 1.3 The Contract for the supply of the Services shall be completed upon due performance by Gaslimpo in accordance with these Terms to or to the order of the customer.
- 1.4 The customer acknowledges upon making an order for the Services that there are no representations or warranties except these Terms which have induced it to enter into the Contract (which expression shall include any contract of which the Terms form part)
- 1.5 No amendment to the Terms shall be binding unless made in writing between the parties.
- 1.6 No oral order or acceptance shall be binding upon Gaslimpo unless it is confirmed in writing whether by hand, post, fax, or email.

2. Prices

- 2.1 Unless otherwise agreed in writing all prices are net excluding IVA and payable in Euros without any deductions.

3. Payment

- 3.1 Gaslimpo shall invoice the customer in respect of the Services and payment of the amounts due in the invoice including IVA are due and payable 30 days after the invoice date unless otherwise agreed in writing.
- 3.2 All payments are to be made in Euros without any deduction for cash, discount, expenses, taxes, levies, fees, duties or otherwise unless otherwise agreed in writing.
- 3.3 Gaslimpo reserves the right to render any invoices to the customer care of Lisnave Estaleiros Navais S.A. while any vessel for which services are supplied in respect of daily certification is at its shipyard.

4. Performance

- 4.1 If Gaslimpo is unable to perform due to the acts or omissions of third parties or by reason of industrial dispute or otherwise due to reasons beyond the control of Gaslimpo the time for performance shall be extended until the cause of such delay has ceased.

4.2 Gaslimpo may at its option cancel or suspend (or suspend and later cancel) all further performance of Services under the Contract if the customer fails to make any payment due hereunder or under any other contract between Gaslimpo and the customer, or if the customer, being an individual, shall die or become bankrupt, or, being a company shall enter into liquidation or have a receiver appointed of its undertaking property or assets or any part thereof, or shall enter or offer to enter into any agreement or composition with his or its creditors, or if events similar to the foregoing shall occur under the laws of any jurisdiction in which the customer is incorporated, resident or carries on business.

5. Liability

5.1 Gaslimpo shall only be liable to the customer under the Contract for loss or damage caused by negligence, gross negligence or deliberate default, whether by it, or its agents or sub-contractors, which liability shall not exceed the Total Liability (as such term is defined in Clause 5.8 below).

5.2 The limitation of Gaslimpo's liability under the Contract shall extend to its employees, agents and sub-contractors and the customer agrees that it will not and will procure that those for whom it is responsible shall not circumvent the provisions of the Contract by taking legal proceedings against the employees, agents or sub-contractors of Gaslimpo.

5.3 Notwithstanding any other provision of the Contract in no circumstances shall either party's liability to the other party include any sum in respect of loss of hire, profit, use or business, or any similar direct or indirect or consequential loss, damage or expense arising out of or in connection with the Contract or any claims for punitive, special, exemplary, incidental, indirect or consequential damages, regardless of whether the claim is based on contract warranty, tort (including negligence), strict liability, violation of any applicable Law or otherwise.

5.4 Each party accepts responsibility and liability for the death or personal injury of its own personnel, and the personnel of its agents or sub-contractors irrespective of the cause of death or personal injury and whether or not caused by the negligence or gross negligence of the other party, their agents or sub-contractors.

5.5 Each party further agrees to indemnify and hold harmless the other party as regards both liability and legal costs in the event that the personnel under Clause 5.4 or their dependants pursue claims arising from death or personal injury against the party who is not responsible for them hereunder.

5.6 Each party further agrees to indemnify and hold harmless the other party against all claims made against the other party by third parties (being those individuals and legal entities for whom no party hereunder is responsible or connected) in any way related to the Contract, where such claims are caused by, or to the extent that they are contributed by the indemnifying party's negligence, gross negligence or deliberate default whether caused by it, or its agents or sub-contractors.

5.7 The indemnifying party shall bear all the costs of investigating and defending all claims under Clause 5.6 including all legal costs of the indemnified party.

5.8 The maximum aggregate liability of Gaslimpo under the Contract shall be Two Hundred and Fifty Thousand Euros (€250,000.00) (the "Total Liability").

6. Communications and Notices

6.1 All communications whether pursuant to or prior to the Contract shall be in writing.

7. Arbitration and Legal Proceedings

7.1 The Contract shall be governed by and construed in accordance with the laws of Portugal.