



## **Terms and conditions**

## STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF SAFETY SERVICES

### 1. DEFINITIONS AND INTERPRETATION

1.1 "**Agreement**" means either:

- (i) The SSFA; or
- (ii) Where the Parties have not entered into a SSFA, an agreement for the provision of the Safety Services by to the Customer,

Which shall in each case is deemed to incorporate these STCs.

1.2 "**Certificate of Inspection**" means a certificate issued by Star International certifying that the Safety Equipment has been inspected by Star International and complies with the safety standards for such Safety Equipment as expressly set out in an Order or if no safety standards are expressly set out in an Order, Star International' own internal safety standards for such Safety Equipment.

1.3 "**Charges**" means Star International' rates for the provision of the Safety Services as set out in the SSFA or in the absence of a SSFA, as otherwise notified to the Customer; and all fees, costs, surcharges, pass-through costs, out of pocket expenses, overtime charges, and the costs of waiting time, spare parts, replacements, hydrostatic tests, recharging of cylinders or extinguishers and transportation by road, barge, tender and any other expenses incurred by Star International in connection with the provision of the Safety Services to the Customer.

1.4 "**Confidential Information**" means each item of proprietary information which would reasonably be regarded as confidential, and the intellectual property rights therein, disclosed by one Party to another, including but not limited to any financial information, procurement and purchasing requirements, business forecasts, sales and marketing plans and information and customer lists relating to that Party or any of its affiliates.

1.5 "**Customer**" shall either:

- (i) Have the meaning given to it in the SSFA; or
- (ii) Where the Parties have not entered into a SSFA, mean the entity receiving the Safety Services under these STCs.

1.6 "**Order**" means a request made by the Customer to Star International for Safety Services to be performed. An Order may be made in accordance with the SSFA or on a one-off (or 'on the spot') basis.

1.7 "**Parties**" means Star International and the Customer and "Party" shall be construed accordingly.

1.8 "**Safety Equipment**" means the safety systems and equipment on-board ships administered or owned by the Customer upon which Star International shall perform the Safety Services, such safety systems and equipment to be agreed in advance between Star International and the Customer and set out in writing in either the Safety Service Equipment and Systems List which will form part of the SSFA or if there is no SSFA, in an Order.

1.9 **"Safety Equipment Certificate"** means the relevant vessel's official safety equipment certificate issued by the relevant third party classification society with respect to the Safety Equipment's adherence to required standards.

1.10 **"Safety Inspection"** means a safety inspection of the Safety Equipment with related tests.

1.11 **"Safety Inspection and Certification"** shall have the meaning given in Condition 2 of these STCs.

1.12 **"Safety Repairs and Replacement"** shall have the meaning given in Condition 2 of these STCs.

1.13 **"Safety Service Equipment and Systems List"** means a document specifying which Safety Equipment is installed or present on each relevant ship.

1.14 **"Safety Services"** means the safety services that Star International shall provide to the Customer as further described in Condition 2 of these STCs.

1.15 **"Service Chart"** means a report issued by Star International after a Safety Inspection of the Safety Equipment specifying the Safety Inspections that have been carried out, actions taken and actions that may be required in the future in accordance with the safety standards for such Safety Equipment as expressly set out in an Order or if no safety standards are expressly set out in an Order, Star International's own internal safety standards for such Safety Equipment.

1.16 **"Service Chart S"** means a summary of comments and recommendations referring to the Service Charts.

1.17 **"Service Ports"** means those ports where Star International will perform the Safety Services as agreed in writing between the Customer and Star International and set out in the SSFA or in an Order. If no ports are agreed in writing, the Service Ports shall be those ports notified to the Customer by Star International.

1.18 **"SSFA"** or "Safety Services Fleet Agreement" means, where applicable, the agreement with that title entered into between the Customer and Star International.

1.19 **"STCs"** or "Standard Terms and Conditions" means these standard terms and conditions.

1.20 Headings are included in these STCs for ease of reference only and shall not affect their interpretation or construction.

1.21 References to Conditions are, unless otherwise provided, references to conditions of these STCs.

1.22 Where there is a conflict between a SSFA and these STCs, the SSFA shall take precedence to the extent of any such conflict.

1.23 Any reference to any statute or legislation shall be deemed to include any amendments, re-enactments or replacements of such statute or legislation.

1.24 Any reference to "in writing" or "written" shall include email.

## **2. SCOPE OF WORK**

### **2.1 Safety Inspection and Certification**

If Star International agrees to provide a safety inspection and certification service either by accepting an Order or in accordance with a SSFA, Star International shall:

- 2.1.1 Perform a Safety Inspection;
- 2.1.2 Issue a new or update the existing Service Chart; and
- 2.1.3 Issue a Certificate of Inspection provided that repairs or replacements of the Safety Equipment (if any) have been completed in accordance with the requirements and recommendations set out in the Service Chart,

Here in after referred to as a "Safety Inspection and Certification".

## **2.2 Safety Repairs and Replacement**

If Star International agrees to provide a safety repairs and replacement service either by accepting an Order or in accordance with a SSFA, Star International shall repair or replace the Safety Equipment in accordance with the requirements and recommendations set out in the Service Chart hereinafter referred to as the "Safety Repairs and Replacement" service.

## **2.3 Additional Requirements**

Star International shall perform any other services as agreed between the Customer and Star International either in a SSFA, an Order or otherwise in writing. Any additional requirements from the Customer must be specified in writing in connection with each Safety Service and are subject to Star International' written agreement at all times.

## **3. PRICE**

3.1 The Customer shall pay Star International the Charges, in accordance with the SSFA, or if there is no SSFA, as otherwise agreed between the Parties. If no express payment terms have been agreed between the Parties (either in a SSFA, an Order or otherwise), the Customer must pay Star International the Charges prior to Star International commencing the Safety Services. Star International reserves the right to cancel any Order or to not provide the Safety Services where payment has not been made in accordance with this Condition 3.1.

3.2 Prices made available by Star International are applicable only for the agreed Service Port and any prices for Safety Services outside of these Service Ports are available on request.

## **4. DELAYED PAYMENT**

4.1 If payment is overdue, Star International is entitled to claim and recover full compensation from the Customer for collection of cost and expenses in and out of court and all legal costs and expenses on a full indemnity basis.

4.2 In the event of default of any payment due, or in the event of the levying of any distress or execution against the Customer or the making by it of any composition or arrangement with creditors or, being a company, the Customer's liquidation or any analogous insolvency procedure in any jurisdiction, then all contracts between the Customer and Star International shall, unless otherwise stated in a SSFA, be terminated immediately and all sums owed (whether invoiced or not) by the Customer to Star International shall become due and payable immediately provided that, in Star International' absolute discretion, Star International may complete any Orders that have already been placed by the Customer at the date of termination and the Customer shall pay all Charges in relation to

such Orders in advance if advance payment is requested by Star International. Such termination is without prejudice to the accrued rights and liabilities of the Parties prior to termination.

## **5. RECORDS**

Star International shall keep records of the Service Chart and Certificate of Inspection relevant to each ship covered by this Agreement for a period of time as required by local law in each Service Port.

## **6. LIMITATION OF LIABILITY**

6.1 Nothing in this Agreement or these STCs shall operate to limit or exclude either Party's liability to the other for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation or any liability which cannot be limited or excluded by mandatory law. This Agreement and these STCs shall be subject at all times to this Condition 8.1.

6.2 Star International shall not be liable to the Customer under or in relation to this Agreement (whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise) in the event that the Safety Services were not carried out prior to the expiry time of the relevant ship's Safety Equipment Certificate due to the relevant ship not being made available to Star International at the agreed date and agreed Service Port or due to the relevant ship not being made available for sufficient time to allow Star International to complete the Safety Services at such agreed date and agreed Service Port.

6.3 Star International shall not be liable to the Customer under or in relation to this Agreement (whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise) due to incorrect information being provided by the Customer to Star International or contained within the Safety Service Equipment and Systems List, previous records of safety inspections, safety certificates, Safety Equipment Certificates, Documentation or other information received by Star International.

6.4 Star International shall not be liable to the Customer under or in relation to this Agreement (whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise) for any of the following types of loss or damage arising under or in relation to this Agreement:

6.4.1 any loss of profits, business, contracts, anticipated savings, goodwill, or revenue, any wasted expenditure, any loss of market, or any loss or corruption of data (regardless of whether any of these types of loss or damage are direct, indirect or consequential); or

6.4.2 Any indirect or consequential loss or damage whatsoever,

Even if Star International was aware of the possibility that such loss or damage might be incurred by the Customer.

6.5 Star International's total aggregate liability to the Customer under or in relation to this Agreement (whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise) shall be limited to an amount of fifty thousand US dollars (\$50,000) per event or series of related events.

## **7. INDEMNIFICATION**

7.1 The Customer:

7.1.1 Acknowledges and agrees that the Safety Services provided and supplied under this Agreement are, or may be, hazardous to human health;

7.1.2 Shall ensure the safe and correct use of the Safety Equipment and assumes all risk and liability for the safe and correct use of the Safety Equipment;

7.1.3 shall familiarise itself and keep itself informed with respect to possible hazards to persons or property involved in the handling and use of the Safety Equipment; and

7.1.4 Shall advise its employees, independent contractors and others who handle Safety Equipment for the Customer, and shall take such action as is reasonably necessary to advise others, who are foreseeable users of Safety Equipment of the suspected or proven hazards of Safety Equipment and the proper handling of the Safety Equipment.

7.2 The Customer shall fully indemnify Star International and hold it harmless in respect of all penalties, claims, damages, losses, costs and expenses (including but not limited to legal expenses) whatsoever arising, suffered or incurred by Star International arising out of or in connection with any breach by the Customer of its obligations under Condition 7.1 of these STCs.

## **8. TERMINATION**

If the Parties have entered into a SSFA, the terms of the SSFA shall govern any termination of the SSFA. If the Parties have not entered into a SSFA, Star International may terminate the Agreement at any time upon written notice to the Customer.

## **9. SUB-CONTRACTORS**

STAR INTERNATIONAL may NOT sub-contract any work relating to the Agreement without obtaining the prior consent of the Customer or giving notice to the Customer.

## **10. ASSIGNMENT**

None of the rights or obligations of the Customer under the Agreement may be assigned or transferred in whole or in part without the prior written consent of Star International. Star International may assign or otherwise transfer its rights and obligations hereunder.

## **11. CONFIDENTIALITY**

11.1 Subject to Condition 11.2, Star International and the Customer agree to keep all Confidential Information confidential, not to use it for any purpose (other than in the context of the Safety Services) and not to disclose it without the prior written consent of the other Party to any third party, unless:

11.1.1 The information was public knowledge at the time of the disclosure;

11.1.2 The information becomes public knowledge other than by breach of the confidentiality requirements set out in this Agreement;

11.1.3 The information subsequently comes lawfully into its possession from a third party; or

11.1.4 Such disclosure is required pursuant to any mandatory laws or regulations to which the disclosing Party is subject.

11.2 Each Party shall be entitled to disclose Confidential Information to its directors, shareholders, officers, employees, advisers and consultants having a need to know the same. Star International may

disclose the Confidential Information to potential assignees or transferees and may disclose Confidential Information for the purposes of performing the Safety Services (including disclosing information to any sub-contractors or representatives of Star International).

11.3 Neither Party shall make any announcement, statement or press release concerning this Agreement without the prior written consent of the other Party.

## **12. ETHICAL STANDARDS**

12.1 The Parties agree that neither Party shall:

12.1.1 offer or agree to give any person working for or engaged by the other Party any gift or other consideration, which could act as an inducement or a reward for any act or omission to act in connection with this Agreement or any other agreement between the Parties;

12.1.2 enter into this Agreement or any other agreement with the other Party if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the other Party or that an agreement has been reached to that effect unless (i) details of any such arrangement have been disclosed in writing to the other Party prior to the execution of the relevant agreement and (ii) approval of such arrangement by an authorised representative of the other Party has been obtained;

12.1.3 Offer, pay or promise to pay either directly or indirectly, anything of value to a public official in connection with this Agreement. The Parties further agree that in the performance of their respective obligations under this Agreement, the Parties and their respective agents, sub-contractors and employees shall comply with all mandatory laws, rules, regulations and orders of any applicable jurisdiction, including but not limited to the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. The Customer shall notify Star International immediately in writing with full particulars in the event that the Customer receives a request from any public official requesting illicit payments; or

12.1.4 Take any other action which results in a breach by either Party of any applicable anti-corruption legislation.

12.2 If the Customer or any of its agents, sub-contractors or employees breaches Condition 14.1, Star International may, unless otherwise stated in a SSFA, terminate this Agreement by written notice with immediate effect. Any termination pursuant to this Condition 14.2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to Star International.

12.3 Notwithstanding Condition 19, any dispute relating to:

12.3.1 The interpretation of Conditions 14.1 and/or 14.2; or

12.3.2 The amount or value of any gift, consideration, inducement or reward referred to in Condition 12.1,

shall be determined by Star International and such determination shall be final and conclusive.

## **13. OFAC COMPLIANCE**

Pursuant to the U.S. Department of Treasury, Office of Foreign Assets Control (“OFAC”) regulations respecting USD payments, Star International cannot facilitate USD payments in any transaction related to OFAC sanctioned entities, either directly or indirectly. As of the effective date of these STCs, sanctioned entities include the countries of Burma, Cuba, Iran, North Korea, Sudan and Syria, and certain named persons linked to those countries. Star International may be required to request information from the Customer which supports a verification statement which New York intermediary banks may require according to the OFAC regulations, including (but not limited to) whether a person is a “specially designated national” listed by OFAC or any executive order, or a “national” of any country with which transactions are regulated by OFAC. The Customer shall provide timely and truthful responses to any such reasonable enquiries Star International may make to support any required verification statements.

#### **14. ENTIRE AGREEMENT**

14.1 This Agreement constitutes the entire agreement between the Parties in relation to its subject matter, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the Parties, whether oral or written, in relation to that subject matter.

14.2 Each Party acknowledges that in entering into this Agreement it has not relied upon any oral or written statements, collateral or other warranties, assurances, undertakings or representations which were made by or on behalf of the other Party in relation to the subject-matter of this Agreement at any time before its signature (together “Pre-Contractual Statements”), other than those which are set out expressly in this Agreement.

14.3 Each Party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements, but for Condition 16.2.

14.4 Nothing in this Condition 16 shall exclude or restrict the liability of either Party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

#### **15. FORCE MAJEURE**

15.1 In relation to the provision of the Safety Services, the obligations of a Party shall be suspended during any period and to the extent that such Party is prevented or hindered from complying with such obligations by any cause beyond its reasonable control including, but not limited to, strikes, lock-outs, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any mandatory law or government order, rule, regulation or direction, port security, port authorities and security restrictions in ports, accident, breakdown of plant or machinery, fire, flood, storm or other adverse weather conditions, difficulty or increased expense in obtaining workmen, materials, supplies or raw materials in connection with the provision of the Safety Services.

15.2 In the event of either Party being so hindered or prevented in accordance with Condition 17.1, the Party concerned shall give notice of suspension as soon as reasonably possible to the other Party, stating the date and extent of the suspension and its cause and the omission to give such notice shall forfeit the right of such Party to claim suspension. Any Party whose obligations have been suspended



as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause of suspension and shall so notify the other Party.

15.3 Conditions 17.1 and 17.2 do not apply in relation to the payment obligations of the Customer.

## **16. MISCELLANEOUS**

16.1 Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the Parties to it.

16.2 Any consent given by a Party shall operate as a consent only for the particular matter to which it relates and in no way shall be construed as a waiver or release of any provision of this Agreement nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the relevant Party in the future unless expressly so provided.

16.3 The failure of a Party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right or operate to bar the exercise or enforcement of it at any times thereafter.

16.4 If any part of this Agreement is or becomes invalid, illegal or unenforceable, then such part shall be construed to be deleted from this Agreement, but such deletion will not affect the enforceability of the remainder of the Agreement save that the Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as closely as possible gives effect to their intentions as expressed herein. Failure to agree on such a provision within six months of commencement of such negotiations shall result in automatic termination of this Agreement.

16.5 Save as expressly set out in this Agreement, a person who is not a Party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement. Notwithstanding that any term of this Agreement may be or become enforceable by a person who is not a Party to it, the terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the Parties or this Agreement may be rescinded (in each case), without the consent of any such third party.

16.6 The Customer agrees it shall not, without the prior written consent of Star International, either on its own account or otherwise, solicit or entice away (or, in each case, attempt so to do), either directly or indirectly, any employee of Star International. This Condition shall not prohibit the Customer from employing Star International' personnel who apply unsolicited to general recruitment advertisements. This provision shall apply for the duration of this Agreement and for a period of six (6) months thereafter or, if earlier, in relation to a particular employee or contractor of Star International, for a period six (6) months after that employee or contractor ceases to be engaged or employed by Star International in connection with the provision of the Safety Services.

16.7 Nothing in this Agreement is intended to transfer any intellectual property rights (including but not limited to patents, designs, trademarks and trade names (whether registered or unregistered),

copyright and related rights, database rights and knowhow) in any proprietary information or data from Star International to the Customer. Any developments, amendments, modifications, enhancements or other changes to Star International' intellectual property rights (including but not limited to those intellectual property rights set out above in this Condition 18.7) will vest in Star International and will not vest in the Customer. To the extent that any such developments, amendments, modifications, enhancements or other changes do vest in the Customer, the Customer hereby assigns (and shall procure that all applicable Customer personnel assign) to Star International any and all right, title or interest that the Customer or Customer personnel may now or hereafter possess in or to such developments, amendments, modifications, enhancements or other changes. The Customer hereby waives (and shall procure that all applicable Customer personnel waive) in favour of Star International, all moral rights subsisting in or associated with such developments, amendments, modifications, enhancements or other changes.

16.8 The Customer shall comply at all times with the Data Protection Act 1998 (or analogous legislation in other jurisdictions) and shall ensure that it has all appropriate rights and consents to pass personal data to Star International for Star International to process in accordance with the terms of the Agreement.

16.9 The rights and obligations of the Parties under this Agreement which are intended to continue beyond the termination or expiry of this Agreement shall survive the termination or expiry of this Agreement.

16.10 The express provisions of this Agreement are in place of all warranties, representations, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise (including but not limited to implied undertakings of satisfactory quality, conformity with description and reasonable fitness for purpose), all of which are hereby excluded by Star International to the maximum extent permitted by mandatory law.

## **17. DISPUTE RESOLUTION, APPLICABLE LAW AND JURISDICTION**

17.1 In the event of a dispute arising out of or relating to this Agreement including any question regarding its existence, validity or termination, the Parties shall first seek settlement of that dispute by referring such dispute to the commercial managers (or equivalent) of each Party for resolution. If the relevant dispute cannot be resolved to the satisfaction of both Parties within fourteen (14) calendar days of such referral, the dispute shall be referred to the managing directors (or equivalent) of each Party for resolution.

17.2 In the event that the managing directors (or equivalent) of each Party are unable to resolve any dispute, controversy or claim arising under, out of, in connection with, or in relation to this Agreement within seven (7) calendar days of such referral, then the Parties shall attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution's Model Mediation Procedure.

17.3 If the Parties are unable to resolve any dispute arising under, out of, in connection with, or in relation to this Agreement (including but not limited to any dispute or claim relating to non-contractual

obligations) by mediation, the Parties agree to submit the dispute to the exclusive jurisdiction of the courts of England and Wales.

17.4 Nothing contained in this Agreement shall limit a Party's right to obtain any provisional remedy, including an injunction, an order for possession, or any other relief which is not available through mediation from any court of competent jurisdiction as may be necessary in such Party's sole judgement to protect its intellectual property rights or any other of its proprietary interests (including its Confidential Information) or its good name, goodwill, reputation or image.

17.5 This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including but not limited to non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

END