

DESCRIPTION	TIME	SERVICE ENGINEER
NORMAL HOURS Monday to Friday	0800 -1700hrs	SGD 170.00 per hour
Overtime (N) Monday to Friday	1700 - 2100hrs	SGD 210.00 per hour
Overtime (M) Monday to Friday Saturday, Sunday and Public holidays	2100 - 0800hrs 0800 - 0800hrs	SGD 250.00 per hour SGD 250.00 per hour
Travelling and Waiting Time	Maximum 12 hours / Day	SGD 150.00 per hour
Overseas Allowance - Asia ex Japan / Oceania	Per Day	SGD 150.00 per day
Overseas Allowance - Europe & Other Areas	Per Day	SGD 220.00 per day

1 OUR TARIFF

- i Quoted in Singapore Dollars; manpower is subject to availability
- ii Minimum charge of 8 (eight) hours per day
- iii For works in Singapore, carried out in port or anchorage, clocked in period will be from our premise till return.
- iv In case of attendance exceeding twelve (12) hours continuously, other than normal breaks, the rates levied shall be treated as Overtime (M). Food to be supplied by vessel.
- v For repairs during VOYAGES, OFF PORT LIMIT, 20% levy on man-hours.
For urgent jobs carried out on Saturday, Sunday, Public Holidays and/or round-the-clock, a surcharge of 30% on tariff will be levied.
Minimum charge is twelve (12) hours per day. Food to be supplied by vessel.

2 CANCELLATION

After a purchase order is given, any cancellation of work less than 48 hours from attendance date, MESA will impose a cancellation fee as described in No. 2i & 2ii; plus any expenses incurred in lieu of all preparation (eg. flight and hotel booking fee, manpower etc.)

- i For fixed sum service : 20% of price quoted
- ii For tariff base service : 4 hours of service time

3 WORKING HOURS

- i Normal working hours are defined as 0800-1700 Monday to Friday, exclude Public Holidays

4 AUXILIARY EXPENSES

- i Airfare / Visa Application / Accommodation / Land Transportation / Telephone / Boat Launch / Customs clearances
Shipyard's surcharges / Agent's fees, are not included of tariff and shall be billed in addition of an 5% administrative fee.
- ii Land transport within Singapore shall be billed SGD80.00 per day /engineer

5 SPARE PARTS & CONSUMABLES

- i If any, is supplied separately at owners' costs

6 PAYMENT

- i As per standing agreement, otherwise 30 Days.
- ii MESA reserves the rights to impose cash-in-advance where it deem necessary.

7 MESA General Terms and Conditions applies

**GENERAL TERMS AND CONDITIONS
FOR RECONDITIONING, OVERHAULING, REPAIR AND TECHNICAL SERVICE**

- 1) GENERAL
 - a. All Reconditioning, Overhauling, Repair and Technical Service describe or referred in our Tender, Quotation or Price List are subject to the Terms & Conditions set forth unless otherwise expressly confirmed in writing by Mitsui Engineering & Shipbuilding Asia Pte Ltd (hereinafter referred to as MESA)
- 2) PAYMENT TERMS
 - a. Unless otherwise expressly agreed in writing, payment shall be effected net cash within 30 days from date of invoice.
 - b. Payment should be made by crossed cheque or telegraphic transfer in favour of Mitsui Engineering & Shipbuilding Asia Pte Ltd.
 - c. If payment is not made when due, interest will accrue on the overdue amount at 1.5% per month commenced.
- 3) TECHNICAL SERVICE
 - a. Unless otherwise agreed in writing, payment for Technical Service is charged on time basis, which includes travelling, waiting & idle time in accordance to MESA current Price List.
 - b. Travelling expenses, living expenses, communication charges (facsimile, internet & telephone calls) shall be charged at cost plus administrative fee.
 - c. Unless otherwise stated by MESA in writing, prices indicated in Tenders, Quotation, etc for the execution of an order shall be considered as an estimate only.
 - d. Unless otherwise agreed in writing, the execution of an order in subject to manual assistance being rendered
 - e. It is the responsibility of the Customer/Master of the Ship that engine room staff or other manpower made available by the customer comply with instructions and/or advice given by MESA's representatives.
- 4) CANCELLATION POLICY

After a purchase order is given, any cancellation of work less than 48 hours from attendance date, MESA will impose a cancellation fee as described in No. 4a & 4b; plus any expenses incurred in lieu of all preparation (eg. flight and hotel booking fee, manpower etc.)

 - a. For fixed sum service : 20% of price quoted
 - b. For tariff base service : 4 hours of service time
- 5) RECONDITIONING, OVERHAULING AND REPAIR
 - a. Components or Parts sent to MESA for Reconditioning or Overhauling or Repair, the forwarding process to and from and the storage at MESA/MESA's Contractor's workshop shall be for the account and risk of the customer.
 - b. If, in the opinion of MESA, any part referred to in para (a) is not suitable for Reconditioning or Overhauling or Repair, it will be recommended to scrap, a minimum charge will be informed in writing. If the customer desires to have such unsuitable Components or Parts returned, this must be previously informed MESA in writing, and such Components or Parts will then be returned for the Customer's account and risk.
- 6) RESPONSIBILITY
 - a. In event that Components or Parts Reconditioned or Overhauled or Repaired by MESA or MESA's contractor prove unusable owing to faulty of Materials used or poor workmanship, MESA undertake to make such Components or Parts free of charge (ex-works basis) during the first 3 month after date of delivery. The forwarding and returning of the Components or Parts are at the customer's account and risk. Note: Components or Parts will not be replaced new.
 - b. It is desired that Customer to provide all original parts recommended by MESA's representatives for replacement during Technical Service job. Should the Customer do not intend to do so due to various reasons, MESA does not assume any liability for any damages which may arise. In the event where original parts are mounted onto the Plant or Machinery for which the Customer has also used non-original parts, MESA do not assume any liability for any damages which may arise.
 - c. For completion of Technical Service job, MESA to render free of charge to any South East Asia Port such Technical Service as is necessary to correct work performed which is proved to be defective due to negligence or lack of professional diligence on the part of MESA. However, Customer to account for travelling expenses, living expenses and communications cost (facsimile, internet and telephone calls.)
- 7) LIABILITY
 - a. MESA will be liable for damage to Plant or Machinery caused by Technical Service rendered by MESA only if it is proved that such damage was caused by negligence on the part of MESA or MESA's Contractor. MESA will be liable for the fee payable for the Technical Service Job giving rise to such damage.

- b. MESA shall in no circumstance be liable for loss of production, loss of profit or other consequential damage or indirect loss.
- c. To the extent MESA may incur Reconditioning or Overhauling or Repair or Technical Service liability towards any MESA's Contractor, the Customer shall Indemnify MESA as far as MESA's liability has been limited by para (a) & (b).
- 8) **ASSIGNMENT AND SUB-CONTRACTING**
 - a. MESA shall have the right to sub-contract any Reconditioning or Overhauling or Repair or Technical Service to its Contractor. However, MESA is to ensure all quality and standard are maintained as per required specifications.
- 9) **LAW AND DISPUTES**
 - a. This agreement shall be governed by and construed in accordance with the Laws of Singapore.

