



## ONETECH SERVICES LTD.

### General Terms and Conditions for the Provisions of Services

#### 1. GENERAL INTRODUCTION

- 1.1 This is the general Terms and Conditions to which "ONETECH SERVICES LTD" (ONETECH) will provide services to relevant Customers by means of its qualified personnel (Personnel).
- 1.2 These conditions apply to all offers, quotations, orders, agreements, services and all subsequent contracts of whatever nature, except where otherwise is expressly agreed in writing by ONETECH.
- 1.3 The general Terms and Conditions of Customer will not apply, unless previously accepted in writing by ONETECH.

#### 2. DEFINITIONS

- 2.1 Throughout this document the following definitions shall apply:
  - Company means trading divisions of ONETECH Services Ltd, "ONETECH".
  - Contract means the contract for the supply of the Services and eventual sale of relevant Products.
  - Delivery Address means the address for performance of Service as stated in the Order.
  - Services means the services strictly described in the Order.
  - Goods means products, including any portion of the products or any part of them, as well as, any replacement parts supplied as part of the Services described in the Order, which shall observe the terms and conditions of the relevant manufacturers.
  - Order means the Customer's Order confirmed in writing. All orders are subject to acceptance of the Company. Each accepted order shall constitute a separate legally binding contract between ONETECH and the Customer.
  - Price/Order Price means the charge for the Services to be provided as per the confirmed Order. Prices do not include VAT, or similar taxes, shipping, insurances, customs duties, import/export fees, or any other fees related to the order. The payment of taxes and fees is the sole responsibility of the Customer.
  - Quotation means the invitation to treat issued to the Customer in response to an inquiry. Quotations are valid for thirty (30) days unless otherwise stated in the issued quotation and may be withdrawn by the Company at any time.
  - Customer means the legal entity or natural person so described in the Order and/or any legal entity or natural person which is responsible and/or authorized to negotiate and request the Order for the Services.
  - Terms means exclusively the standard Terms and Conditions of sale set out in this document.
  - Specification includes any plans, drawings, data or other information relating to the Services or Goods to be supplied by the Company as defined in the Order.
  - Writing and any similar expression, includes facsimile transmission and comparable means.

#### 3. APPLICABILITY OF THE TERMS AND CONDITIONS

- 3.1 These Terms and Conditions are applicable to all Orders between the Company and the Customer, as well as to any ensuing or related agreements or further agreements. These Terms and Conditions are also applicable to negotiations regarding such Orders or Agreements, even if said negotiations do not result in the conclusion of an Agreement. The Customer shall be considered to make his/her/its order solely based on these Terms and Conditions.
- 3.2 In cases where some products ("goods") are delivered as complementary to the Services to be provided, it is hereby understood that for such "parts" and/or "components" ("goods") only the *warranties* offered and set out in the Terms and Conditions of the relevant manufacturer shall apply.



#### 4. OBLIGATIONS OF THE CUSTOMER

- 4.1 The Customer shall provide at no cost to the Company the following amenities unless otherwise agreed in the Order:
- (a) Customer personnel equipped with necessary tools, safe staging, heavy duty hoisting and transport facilities including fuel, lubricants, water, electricity, compressed air and cleaning facilities;
  - (b) heated/air-conditioned facilities for working, board and lodging for the Personnel in close proximity to the work site including sufficient safe storage places with locks for tools, equipment and supplies of the Personnel; changing rooms with locks and washing facilities, internet and other communication requirements; and accessible toilet facilities and drinking water at the work site;
  - (c) necessary assistance requested by the Company with customs formalities for the import and export of the Company's equipment and tools free of all duties and taxes;
  - (d) payment of all governmental imposed taxes, duties or charges levied upon the Company or its Personnel in connection with the performance of the Services at the Customer's site or incidental to the lodging or travel of the Personnel;
  - (e) necessary actions requested by the Company to ensure Personnel to obtain visas and any other official entry, exit, residence or working permits that may be required in the country of the work site, including free ingress and regress from the work site;
  - (f) safe travel for the Personnel between the lodging and work site.
  - (g) In the event of any illness or accident affecting any of Company's personnel, whether during the performance of Service or otherwise, necessitating medical attention or hospital treatment, Customer shall ensure that the best and appropriate medical facilities and medications are made available to Company's Personnel. If it is necessary to repatriate an ill, injured or deceased member of the Personnel, Customer shall assist Company in arranging for such repatriation in the safest and most expedient manner. All costs and related expenses incurred under this Clause 4(g) shall be borne by the Company, unless the Customer has given cause or contributed to the occurrence of such events.

#### 5. OFFERS, QUOTATIONS, ORDERS AND PRICES

- 5.1 The Agreement shall be concluded by the timely confirmation of the Order as described in the Offer. The content of the Agreement shall be determined exclusively by the Order and these Terms and Conditions, which shall be incorporated into any Contract between the Company and the Customer. Any dealings with the Company following receipt by the Customer of notice of these Terms will automatically be deemed acceptance thereof and the basis for all future related contracts unless expressly otherwise stated in writing.
- 5.2 The quotation and any subsequent Agreement shall only be binding on the Company upon written confirmation signed by an authorized representative of the Company. The quotation will be valid for the period stated therein and may be amended, withdrawn or cancelled by the Company at any time by written or oral notice.
- 5.3 If, for the purpose of the services provided to the Customer, the Company will have to use any items (components, parts, equipment or any other materials), for such items only the warranty of manufacturer shall apply, including, but not limited to the warranty period. (clause 3.2) above.
- 5.4 Any changes to the specifications of the work to be carried out shall require Company's prior written consent in order to be implemented into the contract. New charges may apply related to such changes/modifications to the original contract, which have been made at the Customer's request.
- 5.5 All travel expenses incurred in connection with the Contract shall be for the account of Customer. Travel expenses include: (a) fares for journey by rail, sea, air, car and/or bus; (b) carriage, freight and customs, instruments and tools required for the Service Work, including necessary costs for overweight on air freight; and (c) all out-of-pocket expenses incurred by the Company for the Service ordered by Customer, such as internet use, facsimile and telephone calls.
- 5.6 The quotation is for the whole Service and/or eventual products which the Company may provide. Any Order for more than originally quoted or for only part of the Services originally quoted and/or eventual products forming the subject of the Quotation shall be subject to a revised quotation.



- 5.7 Upon Customer's request the Company may provide cost estimates. These estimated costs shall not be binding unless expressly and officially stipulated in the Offer by the Company's authorized person.
- 5.8 The Company will be entitled to make an adjustment to the Price by simply informing the Customer in the event that:
- (a) the Order is not accompanied by sufficient information or drawings to enable work to commence immediately;
  - (b) the information accompanying the Order does not provide a full and accurate description of the work involved; or if the nature of the work is different than the one described; or
  - (c) if delay is caused by the Customer's instructions, lack of instructions or misinformation.
- 5.9 The Company reserves the right to increase its prices annually without further notice. Overtime work will be charged as specified in the quotation. All prices and/or tariffs exclude VAT and transportation charges, unless specifically stated otherwise.

## 6. PAYMENT

- 6.1 Payment shall be made by the Customer as directed by the Company within the period agreed in writing. In case no written agreement has been made in this respect, the Company's invoices shall be payable within thirty (30) days from the completion of the relevant Services.
- 6.2 Payment shall be made in full, without set-off, counterclaim, deduction and/or discount, free of bank charges, **exclusively to the bank account as indicated by the Company in the respective invoice(s)**, unless when in exceptional circumstances different indication is received from the Company, in which case, such indication must be acknowledged in writing by the Customer prior settlement.
- 6.3 Notwithstanding any agreement to the contrary, payment will be due immediately in case of bankruptcy, liquidation or suspension of payment or comparable situation of the Customer, or arrest or assets and/or claims of the Customer, or in case of any other situation, which, in the sole discretion of the Company, is deemed to adversely affect the financial position of the Customer. For avoidance of doubt the Company reserves the right to withdrawn credit at any time and for no specific reason.
- 6.4 Payment shall be deemed to have been made on the date which the Company has received full settlement of the due amount. If payment falls due on a non-business day, the settlement shall be made on the immediate subsequent business day.
- 6.5 Any delay in payment shall entitle the Company to interest in the rate **of 2 (two) per cent per month, pro rata** without prejudice to any rights or remedies legally available to the Company. All costs borne by the Company in connection with the collection of overdue payments, whether made in or out of Court and in general all costs in connection with breach of this Agreement by the Customer, shall be for the sole account of the Customer and it shall cumulatively be added at the original due amount and interest charges.
- 6.6 The Company shall at all times be entitled to require the Customer to grant to the Company what the Company deems to be proper security for the performance of all its obligations under the Agreement. Failing to provide such security upon request, shall entitle the Company to stop any further execution of any agreement(s) between the parties until the Customer provides the required security.
- 6.7 In exceptional cases where the Services may be provided in phases the Company, at its own discretion, may invoice each segment of the Services separately for the correspondent part of the price and the Customer will pay such invoices in accordance with these Terms.

## 7. WORKING TERMS

- 7.1 It will be of the sole discretion of the Company to organize and determine the number of personnel to be engaged at each Service requested.
- 7.2 The Company reserves the right to contract out-work, use any sub-contractors, or source any products or services from third parties. The Company in such cases shall be fully responsible for the performance of third parties engaged in the execution of the Order as if it was its own performance.



## **8. TESTING, INSTALLATION, SUPERVISION AND INSPECTION**

- 8.1 Testing procedures shall be those specified in the Contract or as the Company's usual testing procedures. When installation is required, the Customer shall in all respect be ready for installation and shall reimburse the Company for any expenses caused by their failure to be ready in this respect.
- 8.2 Transportation costs and movements of items to and from Customer's sites shall be at the expense of the Customer.

## **9. PERFORMANCE AND ACCEPTANCE OF WORK**

- 9.1 The Company will notify the Customer when testing and/or installation is complete. Customer shall be deemed to have accepted the Service performed by the Company as being in accordance with the Contract unless Customer has notified the Company in writing of any non-conformity within five (5) days following the last day on which the Service was performed, the abovementioned non-conformity note must provide a comprehensive description of the alleged problem. Any date or period for completion stipulated or quoted shall be deemed to be an estimate only, and there shall be no express or implied time limit in dispatching or completing any Service.

## **10. WARRANTY**

- 10.1 Company at its sole discretion shall repair or re-perform, in whole or in part, any defective Service which appears during the Warranty period. Customer shall immediately take appropriate measures to mitigate and/or 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. Customer shall have the responsibility to establish that its claim is covered by this warranty. Replaced parts shall become Company's property and shall be returned to the Company within three (3) months unless otherwise agreed. Delivery of repairs or re-performance under this warranty will be made in accordance with the original Contract "delivery terms".
- 10.2 The Warranty Period for the Service begins on the date of delivery and ends six (6) months from the last day of performance of the applicable Service. The Warranty Period in respect of Service which has been re-performed under the Warranty shall expire six (6) months following the last day on which the Service was performed under the Warranty. The Warranty for re-performed Service shall be subject to the same terms, conditions and limitations of liability, as those applicable to the originally-performed Service. Under no circumstances shall the Warranty Period of any Service (whether original or re-performed) extend beyond the date that is twelve (12) months following the date of commencement of the original Warranty Period as stipulated herein.
- 10.3 Company shall not be liable for any defect due to or arising in connection with: (a) any materials, components, tools, designs or software provided by Customer; (b) negligence or willful misconduct of Customer; (c) parts, accessories or attachments other than those supplied by Company in the course of performance of the Service; (d) improper Service, installation or alterations carried out by Customer; (e) normal wear and tear; (f) use of unsuitable material or consumables by Customer; (g) fluctuation in the grid; or (h) any use, service or operation of any equipment, parts or components upon which Service was performed which is not in conformity with manuals, instructions or specifications provided by Company or which is otherwise not in accordance with normal industry practice. Company's warranty obligation does not include any; deviation costs, loss of operating material (i.e. fuel, lubricants, cooling liquids etc.), cramage, electricity, scaffolding, docking, diving, sub-sea work, towage costs, demounting or mounting costs and expenses of Company's personnel or representatives, and all such costs and expenses shall be reimbursed by Customer to Company when applicable. If after Company's warranty investigation it is found that Customer does not have a warranty claim within the scope of these Conditions, then Customer shall be responsible for all applicable costs and expenses for such inspection, repaired or replaced parts or other Service.
- 10.4 This clause sets forth the only Warranty applicable to the Service 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. Customer 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.



## 11. TERMINATION OR SUSPENSION

- 11.1 If the Customer terminates any part of this contract the Company shall be entitled to recover all costs (directly and indirectly incurred, including reasonable general operational costs and administration expenses), as determined by the Company standard accounting practices which the Company had incurred in performing and/or preparing to further perform up to the termination date.
- 11.2 The Company reserves the right at any time by notice in writing to the Customer to cancel the Contract for the provision of the Services subject of any quotation in the event of the Customer failing to approve forthwith any plans, specifications or other matter submitted to the Customer for such approval, but without prejudice to any other rights or remedies which the Company may have against the Customer.
- 11.3 The Company will be entitled without prejudice to any other right or remedy accrued or accruing to the Company to terminate the Contract in whole or in part by notice in writing and to recover from the Customer any loss on supply of the Services or eventual sale of products comprised in the Contract if the Customer makes default or commits a breach of any of its obligations under the Contract, or any other contract with the Company, or if the Customer commits any act of bankruptcy or of the Insolvency and is deemed to be unable to pay its debts or makes or offers to make any arrangement or composition with creditors or if any distress or execution or other legal process is levied upon any of the Customer's property or assets or in the event of a resolution being passed or proceedings commenced for the administration or liquidation of the customer (other than for a voluntary winding up for the purpose of bona fide solvent reconstruction or amalgamation) or if a Receiver or Manager or Administrator is appointed of all or any part of its assets or undertaking.
- 11.4 In the event of the performance of any obligation accepted by the Company being prevented, delayed, or in any way interfered with by: (i) act of God, explosion, flood, tempest, fire or accident; (ii) war or threat of war, sabotage, insurrection, civil disturbance or requisition; (iii) acts, restrictions, regulations, bye-laws, prohibitions or measure of any kind on the part of any governmental parliamentary or local authority; (iv) import or export regulations or embargoes; (v) strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees or either the Company or the Customer or of a third party); (vi) difficulties in obtaining labour, fuel, parts or machinery; (vii) power failure or breakdown in machinery; (viii) non-delivery by the Company's suppliers or damage to or destruction of the whole or part of the equipment and/or parts and components to be serviced; or by any other cause beyond the Company's control the Company may at its option suspend performance or terminate the Contract without liability for any damage or losses resulting from such suspension or termination being without prejudice to the Company's right to recover all sums owing to it in respect of the Services performed and costs incurred to date of termination.

## 12. CLAIMS

- 12.1 Any claim in regard to the quality of the Services shall be submitted to the Company in writing on a detailed manner, failing to do so, the rights to complain or claim compensation of whatever nature shall be deemed to have been waived and barred for all times.
- 12.2 The Customer shall be obliged to make payment in full and fulfil all other obligations in accordance with the terms hereof, whether or not they have any claims or complaints.
- 12.3 In any case, claims of the Customer shall be time-barred unless legal proceedings have been initiated before the competent tribunal within six (6) months after the date of completion of the Services by the Company.
- 12.4 Engineers Service Time remain always chargeable regardless the end results of the Services provided, as the Services are expressly NOT executed on "NO CURE - NO PAY" basis.



### 13. LIMITATION OF LIABILITY

13.1 The Company shall not be liable in no event for any direct, indirect, contingent, special, consequential or incidental damages, however caused or arising, including but not limited to; any deviation, any loss of time, inability to use repaired equipment, or loss of actual or anticipated profits or revenue or anticipated savings, punitive or exemplary damages, the cost of substituted equipment or replacement, removal or reinstallation Service 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 Customer), damage to any equipment or property other than damage to the equipment, components and parts on which service was performed hereunder caused by such performance of service, costs for loss of operational materials (i.e. fuel, lubricants, cooling liquids, etc.), costs for any additional tests (including, without limitation, sea trials), debris removal, or for loss of time or use of any equipment, installation system, operation or service). This limitation on Company's liability shall apply to any liability for breach of the Company's obligations howsoever caused by any breach of the duty to exercise reasonable skill and care in performing the Services whether based on warranty, failure of or delay in delivery or otherwise, but subject to the EXCEPTION where any breach of the duty to exercise reasonable skill and care in providing the Services gives rise to a claim by reason of death or personal injury in the terms of the applicable legislation.

13.2 In any event and notwithstanding anything to the contrary herein, **THE LIABILITY OF THE COMPANY SHALL NOT EXCEED THE PRICE OF THE ORDER.**

13.3 Every exemption, limitation, condition and liberty herein contained, and every right, exemption from liability, defence or immunity of whatever nature applicable to the Company or to which it is entitled hereunder shall also be available and shall extend to protect every such servant, representative, (sub)Company or agent of the Company acting as aforesaid.

13.3 The Customer shall be liable towards the Company and herewith undertakes to indemnify the Company for any and all damages and/or costs suffered or otherwise incurred by the Company due to a breach of contract and/or fault or neglect of the Customer, its assigned authorized service agents, servants, representatives, employees and the officers, crews and/or other people whatsoever connected with it. The Customer furthermore undertakes to hold the Company harmless in case of any third party institutes a claim of whatever kind against the Company with direct or indirect relation to the Service regulated by these Terms and Conditions. Third party shall include any other natural person or legal entity (person/company) than the Customer.

### 14. FORCE MAJEURE

14.1 In combination with and pursuant to clause 11.4 above, the Company shall not be liable for any loss, damage or demurrage due to any delay or failure in performance (a) because of compliance with any order or request of any government authority, or person purporting to act on behalf thereof, or (b) when the provision of the services is interrupted, unavailable or inadequate for any cause whatsoever is not within the immediate control of the Company or its suppliers, including (without limitation) if such is caused by labour disputes, strikes, governmental intervention, wars, civil commotion, fire flood, earthquake, accident, storm, swell, ice, adverse weather or any act of God. The Company shall not be required to remove any such cause or replace any affected source or supply or facility if doing so shall involve additional expense or a deviation from the Company's normal practices. The Company shall not be required to make any provision of Services omitted in accordance with this clause at any later time.



## 15. GENERAL

- 15.1. The Customer shall not assign or transfer to any other person any of its rights without the express consent of the Company, nor sub-contract any of its obligations under the Contract.
- 15.2. A notice under these Terms must be in WRITING addressed to that other party at its registered office and/or its principal place of business or such other address as may, at the relevant time, have been notified under this provision to the party giving the notice.
- 15.3. No waiver by the Company of any breach of the Contract by the Customer will be considered as a waiver of any prior or subsequent breach of the same or any other provision.
- 15.4. The Parties acknowledge and agree that the Contract confers no rights to any Third Party.
- 15.5. If any provision of these Terms is held to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 15.6. This Terms & Conditions together with the documents referred to herein constitute the entire agreement between the Parties and supersede and extinguish all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations, arrangements and understandings between them, whether written or oral, relating to the subject matter. The Customer shall have no remedy for any statement and or representation that are not set out in the present Terms & Conditions.

## 16. LAW AND ARBITRATION

- 16.1. These Terms and Conditions, the Orders placed by the Customer and the related Agreements concluded between the Parties are governed by the laws of Cyprus. Any claim arising out of or in connection with this Agreement should preferably be settled amicably without resorting to legal proceedings and that, to the best of their ability, they will work towards this end. If amicable settlement cannot be reached within thirty (30) days from the date that "notice of disagreement" is conveyed to the other Party, it is hereby expressly accepted and agreed that disputes, controversies, claims or differences which may arise between the Parties shall be referred and finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules 2010, by one arbitrator for demands estimated up to forty thousand Euros, or by three arbitrators for claims with higher value. Arbitrator(s) shall be selected in accordance with the said Rules. Seat shall be Limassol, Cyprus, proceedings are to be carried on in the English language and the costs for arbitration shall be decided by the arbitrator(s) within the award. The award rendered therein shall be final and binding upon the Parties and shall have the same effect on the Parties and their successors as a judgment issued by a State Court, and if it includes an obligation for payment, it shall constitute an enforceable instrument therefore.
- 16.2. The formation of the contract between the Parties to which the present Terms & Conditions are an integrant part shall be sufficient to indicate the acceptance and binding effects of the Arbitration provisions described herein.