



# AMBTMAN MARINE

## SERVICE TERMS & CONDITIONS

For service, installation, commissioning, inspection & advisory works, and in case applicable, (law-related) obliged, regulation-wise required, and/or practically necessary and requested, the following conditions will be applicable:

SERVICE RATES				
Per employee	Monday – Friday	Saturdays & other/ overtime	Sundays & (Dutch) holidays	Hours will be calculated from the calendar day of departure up and until the calendar day of return. (A working day requires 8 consecutive hours incl. 30 min. break).
Working day	08:00-16:30	150%	200%	
Travelling hours	100%	of the applicable fee.		
Waiting/standby hours	100%	maximum 10 hours/day (unless longer standby at location is required).		
Lodging allowance	€ 45,-	for work-/travel day ongoing after 18:00, incl. 0,5 hr dinner time.		
Overnight lodging costs	costs + 10% + € 50,-	of actual costs + 10% surcharge + daily compensation.		
Materials/consumables	costs + 10%	of actual costs + 10% surcharge.		
Traveling costs	costs + 10%	Of actual costs + 10% surcharge. Ambtman Marine B.V. will arrange for travelling documents/tickets for their service technicians without any restrictions of our clients in order to ensure an optimum operational flexibility.		
Kilometer fee	€ 0,85/km	service car/van.		
Risk country charge	€ 50,- / €100,-	per day for resp. medium/high risk.		

### General:

- Permits, licenses, and any other kind of registration, approvals etc. related to performing the installation works on/to the vessel and/or the installation/service location, with noise levels, possible night time working, etc., are the responsibility of Client; in case arranged by us, related costs will be forwarded to Client with an administrative surcharge.
- Free, safe, immediate and unlimited access for employees, materials and equipment to the service location will be prepared and organised by Client.
- All works (in)directly related to an unsafe or unworkable situation for, nearby, adjacent or related to the service location, performed by/for a third party, are to be ready prior to start of the works, or should commence after completion of the service works, like:
  - Constructional works of any kind such as, welding, grinding, cutting, polishing, etc.
  - Related other service works, like seal maintenance, etc..
  - Shotblasting, painting, and/or cleaning works.
- Client (Yard/Owner) is responsible for a safe working environment, freely accessible and free of all possible obstacles that would prevent safe working; possible required safety officer monitoring is responsibility of Client.
- In case necessary, Client will arrange light provisions at the service site.
- Client (Yard/Owner) needs to make at least 1 employee available, free of charge, for assisting purposes.
- The installation/service materials, equipment and tools will be made present at the installation location by the Client (Yard/Owner) and will be returned in case requested.
- Any additional materials/equipment/tools necessary for the works, needs to be supplied/made available by Client, free of charge.
- Access to the installation location is to be organised by Client (Owner/Yard); in case scaffolding with sufficient working area and load capacity, lifting platform/cherry picker or any other solution resulting in a safe and stable working platform are applied, they need to be fully certified acc. European industry standards.
- Sufficient electricity resources (230/400V), cable lengths and connections for machines/tools are to be present at the work location.
- Certified hoisting gear and an operator is to be made available by Client in case requested.
- Possible primer and painting works are not part of our scope of supply.
- If performance of the contract is delayed by the Client's default, he shall nevertheless pay any part of the contract price which, but for such delay, had become due.
- Ambtman Marine B.V. shall be entitled to an extension of time for completion if delay occurs for reasons of force majeure and/or reasons that are attributable to the Client or a third party working for the Client.
- Any (liquidated) damages for delay payable to the Client are always limited to 0,1% of the contract price per day with a total maximum of 2,5% of the contract price.
- Liability for accidents, damages and resulting claims have to be covered under Client's insurance(s) concerning the works.
- Save as otherwise stated in any general/special conditions there shall be no liability from Ambtman Marine B.V. towards Client, or any organisation in relation to Client, for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.