

Baltic Spares Service Sp. z o.o.

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Baltic Spares Service Sp. z o.o. – Terms & Conditions

(General Terms of Contract Implementation)

I. General Provisions

1. The hereby **presented** General Terms of Contract Implementation (GToCI) shall be applied if the contracting parties did not decide otherwise.
2. In case of disputes between the content of the GToCI and the Contract the regulations of the Contract shall be applied.

II. Awarding the Contract, subject of the Contract, necessary extension of the scope of the Contract, changing the subject of the Contract

1. The scope of services supplied by Baltic Spares Service Sp. z o.o. is specified in the Contract, particularly in the Agreement (including the order of the Client accepted by Baltic Spares Service Sp. z o.o. specifying the scope of work in detail) together with annexes to the Contract and the GToCI. The order of the Client is considered as accepted if Baltic Spares Service Sp. z o.o. confirms the acceptance of the order in electronic form or in writing.
2. Baltic Spares Service Sp. z o.o. commences implementing the Contract in time and place specified in the Agreement.
3. Baltic Spares Service Sp. z o.o. performing the works subject to the Contract in time specified in the Contract on condition that the Client performs all the actions necessary (including provision of appropriate equipment to Baltic Spares Service Sp. z o.o. , making the subject of the Contract available, obtaining of the permits and licenses required and the like) for adequate implementation of the Contract by Baltic Spares Service Sp. z o.o. The Client is in particular responsible for delivering, on time and at his own expense, the technical documentation as well as all the materials, spare parts, tools, paints or any other equipment in suitable quantity and of suitable quality necessary to perform the type of work ordered.
4. The costs of transport to/from the place where the contracted work is to be performed, the costs of local transport, of utilities - including consumption of power, gases, ventilation, internal communication; accommodation, meals or the costs of accommodation and meals for the people performing the Contract which are necessary to perform the works subject to the Contract are charged to the Client. The costs of accommodation and meals shall be charged to the Client even in the event of inability to perform the works subject to the Contract for reasons beyond Baltic Spares Service Sp. z o.o. control (including inability to perform the works subject to the Contract confirmed by a medical certificate).
5. A delay on the side of the Client in performing the duties enabling Baltic Spares Service Sp. z o.o. to commence and perform the contracted works does not exempt the Client from remunerating Baltic Spares Service Sp. z o.o. for the readiness to implement the Contract in the amount specified in the Contract, for the whole period of delay. In addition to the above-mentioned right to remuneration, in case of any delay on the side of the Client which exceeds 7 days, Baltic Spares Service Sp. z o.o. reserves the right to withdraw from the Contract.

6. Should it be necessary for the correct implementation of the Contract to perform additional works not stipulated in the Contract (necessary extension of the scope of the Contract), Baltic Spares Service Sp. z o.o. will present a list of necessary additional works to the Client. The Client accepting the additional works agrees to suitable remuneration. Should the Client not to accept the additional works or not agree to suitable remuneration forthwith, Baltic Spares Service Sp. z o.o. shall be entitled to withdraw from the Contract retaining the right to remuneration specified in the Contract.
7. The Client is obliged to specify the way of collecting waste produced during the works performed under Contract, the way of their disposal, as well as to ensure that the Contract is implemented in accordance with current legal regulations concerning environmental protection.
8. Should the provision of services require supervision, including audits of quality during and after performing all the works subject to the Contract or part of them, the cost of supervision, of audits by classifying associations or other qualified authorities and institutions, as well as of preparation of appropriate technical documentation are charged to the Client.
9. Baltic Spares Service Sp. z o.o. reserves the right to entrust the performance of the works subject to the Contract to a third party.
10. The Client can at any time demand a change to the subject of the Contract. In such case, besides the agreed remuneration, the Client is obliged to pay the remuneration increased in accordance with the broadened scope of works and to cover any additional costs connected with the change to the subject of the Contract. In case of a change to the subject of the Contract resulting in a decrease in the value of the works or in a lack of increase in the value of the works, the Client is obliged to pay the agreed remuneration and to cover additional costs connected with the change to the subject of the Contract.
11. The date of completion/partial completion of the Contract and of the receipt of the subject of the Contract by the Client will be the date when the final timesheet or partial (weekly) timesheet used by Baltic Spares Service Sp. z o.o. during implementation of the Contract has been signed.
12. The Client is obliged to take out an insurance on the subject of the contract against the risks connected with the performance of the ordered works.
13. Any faults in the performance of the works subject to the Contract confirmed in writing by both parties shall be repaired Baltic Spares Service Sp. z o.o. within the time agreed with the Client.

III. Liability

1. The liability of Baltic Spares Service Sp. z o.o. is limited to the value of actual damage suffered by the Client (excluding liability for loss of profits and clean property losses), if the damage was caused as a result of unintentional action or abandonment by Baltic Spares Service Sp. z o.o. or by a person used by Baltic Spares Service Sp. z o.o. to perform works subject to the Contract.
2. Baltic Spares Service Sp. z o.o. is only liable for actual damage arising as a result of direct consequences of actions or abandonment which resulted in the damage.
3. In the event of injury to a person used by Baltic Spares Service Sp. z o.o. to perform works subject to the Contract arising while performing the works subject to the Contract on the facility owned by the Client, the Client is obliged to ensure appropriate care for the person, including medical care. Should the injury to the person be caused by actions or abandonment by the Client or other persons for whom Baltic Spares Service Sp. z o.o. is not liable, the Client is obliged to pay damages to the injured person.
4. Baltic Spares Service Sp. z o.o. is not liable for any damage arising as a result of materials or documentation provided by the Client which are inappropriate or unsuitable for performing works subject to the Contract correctly.
5. Should the Client provide Baltic Spares Service Sp. z o.o. with used, non-genuine, or renovated materials the liability of Baltic Spares Service Sp. z o.o. stemming from warranty is excluded.

IV. Remuneration

1. The amount of remuneration and the principles of its payment are regulated by the Contract in all the aspects not regulated by the GToCI.
2. The hourly rates in the Contract also applies during the travel to/from place of work. Travel wage is calculated as an 50% of hourly rate multiply by number of travelling hours but not more then 12 hours per day (every 24 hrs).
3. Should the service duration exceeds (or reaches close to) 20 days, Baltic Spares Service Sp. z o.o. team onboard is entitled to 1 day off at the customers expense.
4. Meal breaks as well as coffee times are included to working time and shall not be deducted from remuneration. During every commenced travel day Baltic Spares Service Sp. z o.o. personnel is entitled to 28 eur/day meal allowance.
5. Baltic Spares Service Sp. z o.o. is entitled to remuneration specified in the Contract for readiness to perform the works subject to the Contract by the person used by Baltic Spares Service Sp. z o.o. to implement the Contract even if the company's inability to provide its services was caused by the Client or persons for whom the Client is liable, who are his subordinates or who are connected with him.
6. The invoice for performing works subject to the Contract is issued on the basis of timesheet used by Baltic Spares Service Sp. z o.o. while implementing the Contract and signed by the Client (Chief Engineer).
7. The amount due is payable within the period specified in the contract.
8. All costs of bank transfers will be covered by the Client.
9. Should the term of contract exceed 30 days, it will be possible to issue down payment invoices on conditions agreed by both parties.
10. Should payments not be made on time, Baltic Spares Service Sp. z o.o. shall charge interests at the rate of 5% per month.

V. Withdrawal

1. If the works subject to the Contact are not finished, the Client may withdraw from the Contract at any time paying full remuneration to Baltic Spares Service Sp. z o.o.
2. In case of breach of any of the terms of the Contract Baltic Spares Service Sp. z o.o. may at any time:
3. Suspend performing all or part of the works subject to the Contract; the afore-mentioned situation does not exempt the Client from ensuring services specified in the Contract to the people used by Baltic Spares Service Sp. z o.o. to implement the Contract; or
4. Withdraw from the Contract.
5. The Parties may withdraw from the Contract in other cases specified by law or the Contract.

VI. Force Majeure

1. For the time of occurrence of a force majeure the obligations of the Party unable to perform its obligations on time as a result force majeure are suspended.
2. A delay of either Party signing the Contract in implementation of the Contract which is due to a force majeure does not make the Contract duly implemented.
3. Force majeure denotes an event whose occurrence is beyond the contracting Parties' control and whose occurrence they cannot prevent even if they proceed with greatest caution, in particular: war, states of emergency, natural disasters, epidemics, restrictions connected with quarantine, embargo, revolution, riots and strikes, climatic conditions (including the sea condition) restricting or making it impossible to provide services on time.
4. Each of the Parties is obliged to inform the other Party about the occurrence of a force majeure forthwith. Lack of such information in due time shall be understood as non-occurrence of force majeure. Unless the other Party indicates otherwise in writing, the Party informing about the force majeure shall continue to perform its obligations resulting from the Contract to the extent to which it is legitimate, as well as take all possible alternative actions to provide the services whose provision is not blocked by the occurrence of the force majeure.

5. As soon as the force majeure ceases to exist the Parties shall continue to perform their obligations in relation to the Contract.
6. Should the existence of the force majeure exceed 30 days, each of the Parties has the right to terminate the Contract.

VII. Contact

1. Contact persons as well as means of contact (address, e-mail and the like) are specified by the Parties in the Agreement, that is the Client specifies them in the order and Baltic Spares Service Sp. z o.o. in the confirmation of the order.
2. The other Party is to be informed about any amendments to the contact data of the contact persons. Otherwise any information sent to the last known address or to the last known contact person shall be deemed successfully delivered.

VIII. Final Provisions

1. Only the regulations of Polish law are applicable to the Contract.
2. Should a regulation of the GToCI be in conflict with any articles of law, the remaining regulations of the GToCI remain binding.
3. Any amendments to the Contract are to be done in accordance with specifications agreed by the Parties in the Contract (in the Client's order and the confirmation of the order by Baltic Spares Service Sp. z o.o.).
4. Any conflicts between the parties shall be settled out of court. In case of lack of possibility of an out-of-court settlement, the competent court to adjudicate on a conflict is the court having jurisdiction over the area where Baltic Spares Service Sp. z o.o. seat is situated.