Dear Sir or Madam

This service letter informs MAN B&W engine owners and operators of PrimeServ’s prices on service rendered from Denmark and from our service centres around the world.

The fees are valid from January 2019 for assistance rendered by personnel based in Denmark.

Any questions regarding our fees for technical service can be directed to PrimeServ Copenhagen at PrimeServ-cph@man-es.com

Yours faithfully

Michael Petersen
Vice President
PrimeServ Two-stroke

Stig Holm
Senior Manager
Technical Service

Encl.
General Terms & Conditions
Fees in euro for technical service

Pricing 2019

<table>
<thead>
<tr>
<th></th>
<th>Weekdays within normal working hours (08-17:00)</th>
<th>Saturday, Sunday, and local holidays*</th>
<th>Waiting and travelling time</th>
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<tr>
<td></td>
<td>Full day (4-8 hrs)</td>
<td>½ day (0-4 hrs)</td>
<td>Hourly rate after normal working day</td>
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<tr>
<td>Superintendent engineer</td>
<td>1430</td>
<td>790</td>
<td>255</td>
</tr>
<tr>
<td>Senior service engineer</td>
<td>1140</td>
<td>630</td>
<td>205</td>
</tr>
<tr>
<td>Service engineer</td>
<td>1015</td>
<td>560</td>
<td>180</td>
</tr>
<tr>
<td>Technician</td>
<td>800</td>
<td>440</td>
<td>145</td>
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</tbody>
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*Holidays are determined by the location where the job is being performed

Terms and conditions

Charges
For work up to 4 hours, half a day will be charged. For hours worked in excess of 4 hours up to 8 hours, a full day will be charged. Work carried out before and after normal working hours (08:00 – 17:00) and in excess of 8 hours per day will be charged as overtime hours. 12 hours per day are charged when our personnel are requested to sail with the vessel/stay on site. Kindly note that accommodation suitable for an officer is expected. Meal break hours are not to be deducted from the attendance as these have been provided for in the fees.

In addition to the service fees, customers will be invoiced for travel expenses (train, bus, taxi, ferry, mileage).

For service rendered outside the home base of the respective service personnel, a per diem charge of EUR 95 will be added, together with expenses for hotels and transportation. A 10% administration fee will be added to our outlays (hotel, air ticket, taxi, train, ferry, etc.).

Working hours
Company policy dictates that the duties of our engineers cannot be extended beyond 12 working hours a day excluding travelling, transport and breaks. However, the working hours may be extended if unpredictable events cause delays and the captain/chief engineer give their written consent. No deductions for transport or breaks are to be made in the service fees as these have already been provided for in the fees. To comply with international rules, it is required for jobs extending beyond two weeks that our engineers have a weekly day of rest. This day will not be charged.

Supporting documents
Hotels and flight tickets will be booked by MAN Energy Solutions. Supporting documents, i.e. documentation for flight tickets and hotel accommodation, will only be made available if this is requested when the service visit is ordered. If such documents are ordered after the service attendance, a fee of EUR 350 will be charged.

Expenses in connection with special visa requirements, as regards the ISPS Code, etc., will be added on an actual cost basis + 10%.

Indemnity
Please note that our personnel is not authorized to sign any forms releasing the customer, ship, or power plant from its responsibility towards our representative. In case any doubt occurs, our representative will be entitled to leave the site, and the customer will be invoiced in accordance with our normal fee, including travelling expenses.

In general
The exchange rate will be fixed on the date of issue of the order. On overseas flights our engineers will be travelling on lowest fare business class. Inside Europe, travelling will be on economy if available.

Invoices are exclusive of local taxes, such as VAT and sales tax (e.g. in China). Each service call will be followed up by a report covering the service rendered.

We reserve the right for our engineers to decline boarding/dismounting a vessel due to the weather conditions, poor boarding facilities, seaworthiness of the launch boat or if other safety issues warrant it.
Service will be rendered in accordance with our General Terms and Conditions, a copy of which is enclosed. When ordering, please provide the exact invoicing address. The invoice will be forwarded electronically in PDF-format. An administration fee of EUR 10 will be added on the invoice if a paper copy is required.

We recommend liaising with the nearest PrimeServ Centre in order to reduce travelling time and cost. However, attendance is always subject to competence, availability and capability. The contact details of the nearest PrimeServ Centre can be found at www.primeserv.man.eu

Safety when boarding

In accordance with our focus on safety, we underline the importance of checking and confirming the following five items when boarding a vessel from a launch boat:

1. SOLAS approved life jacket must be available for use when entering the pilot ladder/gangway and returned after arriving safely on the main deck of the vessel.
2. The launch boat must have a crew of minimum two members, who will assist during the transfer to the vessel or in case of an unlikely rescue operation.
3. The vessel pilot ladder and/or gangway must be arranged in accordance with SOLAS Regulation V/23 and IMO Resolution A.1045(27).
4. A vessel crew member must be posted at the access point to the vessel.
5. SOLAS survival suit must be available if the seawater temperature is below 10 degrees Celsius.

We reserve the right for our attending personnel to evaluate the equipment made available and decide whether or not to board the vessel based on this evaluation.

Scan the QR-code with your smartphone to gain quick access to the below listed websites:

![Service Worldwide Handbook](QR-code)

![MAN PrimeServ](QR-code)
2.1 All tenders are made and Orders are accepted by MAN subject to the Conditions and they shall apply to any Contract to the exclusion of any other terms and conditions including without limitation those which the Customer purports to apply under any relevant Order. Variations to the terms of any Contract will only be effective if agreed in writing.

2.2 Any quotations, tenders, Orders and Contracts shall incorporate these Conditions by reference.

3.1 Unless otherwise expressly agreed in writing by MAN

3.2 MAN may deliver Goods in instalments and perform Services in sections in any sequence. Default by MAN, howsoever caused, whether or not due to any force majeure, shall not entitle the Customer to rescind or suspend any instalment or section of a Contract or any other contracts with MAN or to set off such claims against any payments under a Contract.

3.3 All Goods must be examined by the Customer immediately upon delivery. MAN may, at its option, be present at such examination (including storage and insurance) and may sell such Goods after expiry of 28 days following such failure or refusal and deduct the risk in the Goods shall pass immediately to the Customer. In such cases delivery of the Goods shall be deemed to have taken place.

3.4 Unless otherwise expressly agreed in writing by MAN in their delivered state at MAN's expense if so requested by MAN within 3 months from the date of the dispatch of the replacement Goods. MAN shall not be responsible for offloading of cargo and/or any precondition works necessary to the failure to achieve the contractual delivery time for the Work.

4.1 The Customer shall not, under any circumstances acquire any right in or to any of the IPRs (including, without limitation, copyright) subsisting in, resulting from or relating to Work, or any plans, descriptions, blueprints, designs, technical information, software, information, instructions, procedures or documentation relating thereto; and no right, title or interest is granted by any of the Work, or any documentation connected therewith and any goodwill, trade names or logos applied by MAN on or in relation to the Goods.

4.2 The Customer acknowledges that no rights are granted to the Customer in respect of such trademarks, trade names and/or service marks, and may sell such titles in MAN's name.

5.1 Unless otherwise expressly agreed by MAN in writing sums payable by the Customer to MAN shall be paid by the Customer not later than 30 days after the date of the invoice. If any sum payable under the Contract is not paid when due then without prejudice to MAN's other rights under these Conditions, such sum shall bear interest from the due date until payment is made in full, both before and after any judgement, at 8% per annum.

5.2 Where MAN considers any liability to the Customer, whether or not arising from or under a Contract, MAN may upon written notice set off the amount of such liability against any liability of the Customer to MAN arising from or under a Contract.

5.3 The Customer shall not be entitled to set off any payment under a Contract with reference to alleviation of conditions under a Contract or any other contracts with MAN or to offset such claims against any payments under a Contract.

6.1 Unless otherwise expressly agreed in writing Services rendered by MAN shall be charged on time used basis in accordance with MAN's general rates for personnel at the date of the Contract or any other contracts with MAN.

6.2 The taking of the Offer by the Customer shall be deemed to have taken place at the latest, when the Customer has received MAN’s notice that the Offer has been accepted. All changes to the Offer shall be effective if agreed in writing.

6.3 Unless otherwise expressly agreed in writing Services rendered by MAN shall be charged on time used basis in accordance with MAN's general rates for personnel at the date of the Contract or any other contracts with MAN.

6.4 Unless otherwise expressly agreed by MAN in writing sums payable by the Customer to MAN shall be paid by the Customer not later than 30 days after the date of the invoice. If any sum payable under the Contract is not paid when due then without prejudice to MAN's other rights under these Conditions, such sum shall bear interest from the due date until payment is made in full, both before and after any judgement, at 8% per annum.

7.1 MAN shall require the Customer to sign a warranty request to MAN within 14 days after the time where Customer discovered or ought to have discovered the defect and, if so requested in writing by MAN after such notification, the Customer shall fail to sign a defect report within a period of 14 days after receipt of such request from MAN.

7.2 Either Party may terminate the Contract affected if such circumstances mentioned in Condition 8.1 continue for more than 6 months.

7.3 Where the Parties are committed to give each other the necessary information which may reasonably be expected without delay, and to adjust their obligations in good faith to the changed circumstances.

9.2 MAN shall have the right to apply any trademarks, trade names and/or service marks to the Goods. The Customer shall keep confidential and not use, without the prior written consent of MAN, any information including, without limitation, trade names or logos applied by MAN or in relation to the Goods.
10 LIMITATION OF LIABILITY

10.1 MAN shall not be liable to the Customer for any special, indirect, consequential or incidental loss, damage, delay or expense incurred of whatsoever nature.

10.2 In particular MAN shall not be liable to the Customer for:

(i) any loss of profit, fire, business contracts, revenues or anticipated savings;
(ii) damage to the Customer's reputation or goodwill;
(iii) any loss resulting from any claim made by any third party;
(iv) losing costs;
(v) out of pocket expenses;
(vi) losses or costs of any precautions necessary to repair and/or rectify a defect, whether or not such losses or damages and considerations are to be considered direct or indirect in nature.

10.3 If MAN incurs liability towards a third party the Customer shall indemnify and hold harmless MAN for all losses, damages and costs of whatsoever nature.

Nothing in these Conditions shall exclude or limit the liability of MAN for any liability that cannot be excluded in law or for:

(i) death or personal injury;
(ii) damages to property;
(iii) losses or damages caused by MAN's gross negligence or fraudulent misrepresentation.

10.5 Without prejudice to Conditions 7.3, 10.1, 10.2, 10.3 and 10.4 MAN’s liability for Work in contract, tort, law or otherwise shall be limited to the amount paid by the Customer for the Work.

11 CONDITIONS RELATING TO FRANCHISEES

11.1 If MAN is to use spare parts provided by the Customer or by third parties via the Customer (hereafter “Third Party Spare Parts” or “Third Party”), then the following shall apply:

(i) the spare parts shall be of equal or better quality than the spare parts provided by MAN;
(ii) the Customer shall take appropriate measures to protect MAN's personnel from risks associated with lone working, working in confined spaces and with substances hazardous to health. When MAN is to carry out the Service on the Site, the Customer shall make the relevant provisions.

11.2 The Customer undertakes to indemnify and hold harmless MAN from any third party claim whatsoever made against MAN, which is related to the installation of, the use of, and/or the failure of such spare parts.

11.3 TERMINATION

11.3.1 If the Customer fails to make any payment when due or to perform any of its other obligations on time, MAN shall be entitled to suspend the performance of the Contract until the failure is remedied, and regardless of whether MAN decides to suspend performance:

(a) the time for performance of the Contract by MAN shall be automatically extended accordingly; and
(b) any costs (including amounts for losses, costs of finance and storage, demurrage or other charges) thereby incurred by MAN shall be paid by the Customer.

11.3.2 Without prejudice to any of its other rights MAN may immediately terminate the Contract if any of the following occurs or is likely to occur:

(a) suspension under Condition 13.1 continues for more than 120 days;
(b) the Customer is in breach of any of its obligations under the Contract which, in the opinion of the Customer, the Customer has not remedied within 30 days of receiving written notice from MAN or
(c) the Customer is wound up or becomes insolvent or has a receiver or administrative receiver appointed or any equivalent in analogous events occur in any jurisdiction or the Customer's or trustees or fiduciaries cease to carry on business or otherwise is unable to pay its debts when due.

13.3 Upon termination, howsoever occurring, MAN shall be entitled to suspend any further Work under the Contract without any liability to the Customer. Without prejudice to MAN’s other remedies under the Contract, within 14 days of such a notice of termination, the Customer shall pay to MAN:

(a) the outstanding balance of the Contract price of the Work which has been delivered or performed, and
(b) the costs reasonably incurred by MAN in respect of the date of notice of termination in performing such Work which has not been completed plus a reasonable margin to be agreed between the Parties which shall not be less than 5% of the Contract price, and
(c) the costs reasonably incurred by MAN as a result of the termination.

13.4 Termination, expiry or completion of the Contract or any part of it, shall not affect or prejudice the provisions of Conditions 9, 10, 11, 12, 13, 14, 17 and 18.

14 CUSTOMERS’ OBLIGATIONS

14.1 The Customer shall provide MAN’s personnel with assistance in obtaining official, entry or working permits required in the country where the Services are to be carried out and ensure that they have free access to the Site.

14.2 The Customer shall provide MAN’s personnel with unobstructed and safe access to the Site to enable them to perform the Services.

14.3 The Customer shall be responsible for ensuring the health and safety of MAN’s personnel whilst on the Site. The Customer shall take appropriate measures to protect MAN’s personnel from risks associated with lone working, working in confined spaces and with substances hazardous to health. When MAN is to carry out the Service on the Site, the Customer shall make available and bear the costs of an adequate number of filters, local transport, lifting gear, clothing, docking, supply of electricity and other necessary facilities.

14.4 The Customer shall assure all responsibility for all acts or omissions of the Customer’s personnel and shall have no liability with respect thereto.

14.5 The Customer’s personnel shall provide MAN with all tools, test equipment and test facilities unless specifically stated otherwise in the Contract. Where MAN does supply tools then the Customer shall give all necessary assistance with the customer’s facilities required for the import and re-export of MAN’s code and equipment free of any duties or taxes.

14.6 The Customer shall be liable for the loss or damage of all information contained in or relating to MAN’s or the Customer’s personnel or any of the Customer’s or MAN’s employees, respectively, that will have to interact for the provision of Work and to ensure that the third party claim whatsoever made against MAN is related to the installation of, the use of, and/or the failure of such spare parts.

14.8 The Customer shall specify a firm delivery address for the ordered Goods at least within 3 weeks after receipt of MAN’s written confirmation of the date of readiness for dispatch. Condition 3.3 shall apply accordingly.

15 EXPORT

15.1 Notwithstanding Condition 8 MAN reserves the right to suspend or to terminate its performance at any time, in whole or in part, without incurring any liability, whenever such performance would be prevented by any applicable export or re-export control regulation (including but not limited to EU and U.S. law, as the case may be) or where an export license required by such regulations cannot be obtained. In the event the performance of the Contract is prevented due to the above reasons for a period of more than 180 days, MAN or the Customer will be entitled to terminate the Contract to the extent the performance is prevented. In the event an export licence has been denied by the responsible authorities, MAN or the Customer will be entitled to terminate the limited part of the performance immediately. As a consequence of such termination the Customer shall pay to MAN the price of the Work performed by MAN under the Contract and any cost or unavoidable commitments incurred in respect thereof. Any claims, rights and/or remedies of the Customer with respect to such termination shall be excluded.

15.2 MAN will provide the Customer with a customs invoice and a packing list as standard shipping documents. Such documents are made out to the name of the Customer and are a copy of the MAN’s or and cannot be adjusted or amended. The provision of any further information or documents which might be required by the Customer for import purposes, such as but not limited to countries of origin, HS codes (numeric codes according to the International Convention on the Harmonized System), issued by the World Customs Organization (WCO), certificates of origin, declarations of preferential origin or other certificates shall be subject to an individual agreement. All costs for such additional information or documents shall be borne by the Customer.

16 DATA PROTECTION AND RIGHT TO ACCESS CUSTOMER DATA

16.1 MAN shall have the right to access, collect, transfer, store, process and use data (including personal data such as might be seen also as personal data under the applicable jurisdiction) from the Engine, relayed by MAN or otherwise (hereafter “Customer Data”) for the purpose of using said data for marketing or for optimizing the Engine, including but not limited to, service, commissioning, benchmarking, technical optimisation and improvements of existing products, development of new products and statistical purposes. MAN may utilize the Data Access / Processing to retrieve from time to time, and without prior notice, all data available regarding the Engine from the data logger and may transfer this data for storage, processing and use to a system located at MAN and/or as the case may be on the system of an external data processing operator on behalf of MAN who is under an obligation towards MAN to keep the data confidential and to observe all data protection regulations as are applicable to MAN’s performance of the Services. The Customer undertakes to ensure that relevant personnel is to the extent needed informed about the registration and processing of such data and to the extent needed obtain their consent therein. Further, any data constituting personal data will in principle be anonymised or made anonymous before it is transferred to MAN within the European Union, the European Economic Area and EEA countries. Further, any data constituting personal data will be processed and transmitted to a sub-contractor of MAN which is outside the European Union. This such sub-contractor will be bound on a contractual basis which will include data protection regulation in accordance with the applicable data protection laws of the respective country from which such data was processed and transmitted.

16.2 If the Data Access / Processing is not already granted for the performance of a sales or after sales contract, the Customer hereby expressly consents to said Data Access / Processing for data which has already been collected or that will be collected for this purpose. This consent may be revoked by the Customer at any time in respect of any future Data Access / Processing at the Customer’s discretion. For the avoidance of doubt revocation of consent shall not prevent MAN from continuing to store, process and use any data already collected or prior to receipt of said revocation. This consent applies to the vessel of the vessel of MAN’s Data Access / Processing and undertakes to obtain the written consent to such Data Access / Processing from the owner/operator of the vessel.

16.3 For the avoidance of doubt the Data Access / Processing does not imply any obligation upon MAN to provide any monitoring of any maintenance for the Engine.

17 PERSONAL DATA – CONTACT DATA

17.1 Subjects to complying with applicable law, the Parties expressly consent that the other Party may process the following:

(i) names;
(ii) address;
(iii) telephone numbers;
(iv) work location; and

(x) phone numbers of the Customer’s or MAN’s employees, respectively, that will have to interact for the provision of Work and to ensure that the third party claim whatsoever made against MAN is related to the installation of, the use of, and/or the failure of such spare parts.

18 GENERAL

18.1 MAN reserves the right to sub-contract or subcontract any of its rights or obligations under the Contract without the prior written consent of the other.

18.2 No act or omission shall be construed as a waiver of an unenforced obligation of the other Party or constitutes an agreement or in any way affects the applicability of the conditions.

18.3 Condition 3.3 shall apply accordingly.

18.9 The Customer must ensure that all tools, equipment etc. to be provided by the Customer according to the Contract are in a safe and usable condition.

MAN Energy Solutions

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