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 2020 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 2020

<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>
</tr>
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<tbody>
<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>
</tr>
<tr>
<td>Superintendent engineer</td>
<td>1475</td>
<td>815</td>
<td>265</td>
</tr>
<tr>
<td>Senior service engineer</td>
<td>1175</td>
<td>650</td>
<td>210</td>
</tr>
<tr>
<td>Service engineer</td>
<td>1045</td>
<td>580</td>
<td>185</td>
</tr>
<tr>
<td>Technician</td>
<td>825</td>
<td>455</td>
<td>150</td>
</tr>
</tbody>
</table>

*Holidays are determined by the location where the job is being performed
**Max. 16 hours of travelling time per day will be charged

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. A minimum of 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. If you request that your invoicing address is changed after the invoice has been sent, 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

Note that our personnel is not authorized to sign any forms releasing the customer, ship, or power plant from its responsibility towards our representative. If 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/disembarking 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
- MAN PrimeServ
5.3 Unless otherwise agreed in writing by MAN prices set out in any of MAN's price lists, tenders or Order Acknowledgements shall apply.

3.6 If the contractual delivery time for the Work or part of the Work is delayed and this delay was caused by negligence or intention to the failure to achieve the contractual delivery time for the Work.

3.4 All Goods must be examined by the Customer immediately upon delivery. MAN may, at its option, be present at such examination. MAN shall only be liable for shortages in, damage to, non-delivery of, incorrect supply of or delivery of an incorrect supply of, Goods if the Customer has notified MAN of such shortages or defects within the reasonable control of MAN. Where MAN is liable as set out in this Condition 3.4 MAN shall, at its sole discretion, either arrange for delivery as soon as reasonably possible or credit the Customer for such Goods and this shall be the Contract price.

2 INTRODUCTION AND FORMATION

2.3 All information on weight, dimensions, capacity, price, technical and other data stated in catalogues, prospectuses, circulars, brochures, advertisements, illustrated matter and price lists is to be considered approximate. Such information is only to be considered to the extent expressly stated in the Order Acknowledgement or in other documents forming part of the Contract expressly referring to such information.

DELIVERY AND NON-DELIVERY AND DELAY

3.1 Unless otherwise expressly agreed in writing by MAN

(a) time delivery of the Goods is to be agreed in full by the Customer and the price (if already paid) attributable to the faulty Work; or

(b) repair, rectify or replace the faulty Work, provided that all Goods are returned to MAN in the original condition and package within 3 months from the date of delivery of the replacement Goods. MAN shall not be responsible for the cost of carriage or any other preconditions necessary to repair and/or rectify the faulty Work. Replacement Goods are delivered EXW (Incoterms 2020) unless another Incoterm has been expressly agreed in writing by MAN in the specific Contract.

Condition 7.4 shall be the Customer’s sole remedy and in lieu of any other rights and remedies which might otherwise be available to the Customer. Any replacement Work will be warranted on the terms set out in this Condition 7. However, any replacement and all work shall within 18 months after delivery of the original Work being replaced.

8 EXCEPTIONS AND FORCE MAJEURE

8.1 Either Party may be excused from the timely performance of its obligations under the Contract, where the performance is impeded or prevented by circumstances beyond its control, including but not limited to performance affected by an act of God, labour disputes, civil commotion, governmental or official actions or any other event which was unforeseeable or outside the reasonable control of such Party. The Party shall be temporarily relieved from its obligations during the period of such events continues. The aforementioned shall be applicable to MAN if a sub-supplier of MAN is affected by such event and/or in case the Party concerned is already in default.

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

8.3 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 in light of any change in circumstances.

9 INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

9.1 The Customer shall not, under any circumstances acquire any right in or to any of the IPRs (including, without limitation, copyright, patent, trademarks, trade secrets, confidential information, software, memory or data) available to the Customer. Any replacement Work will be warranted on the terms set out in this Condition 7. However, any replacement and all work shall within 18 months after delivery of the original Work being replaced.

9.2 The Customer shall keep confidential and not use, without the prior written consent of MAN, any information including, without limitation, that supplied by MAN to the Customer or disclosed to or obtained by the Customer in writing or by oral means or in any other way. The Customer shall not disclose any information, in whole or in part, to any information of a confidential nature.

10 LIMITATION OF LIABILITY AND PRODUCT LIABILITY

10.1 MAN shall not be liable to the Customer for any special, indirect, consequential or incidental loss, damage, or expense incurred of whatsoever nature.
10.2 In particular MAN shall not be liable to the Customer for:
(a) loss of profit, loss of business contracts, revenue or anticipated savings;
(b) any indirect, special, indirect or consequential loss or damage;
(c) loss of good will;
(d) loss of or damage to documents and records;
10.3 Nothing in these Conditions shall be construed to limit or restrict the liability of MAN for any liability that cannot be excluded in law or for:
(a) death or personal injury;
(b) loss caused by negligence of MAN;
(c) fraud or fraudulent misrepresentation.
10.5 Without prejudice to Conditions 10.1, 10.2, 10.3 and 10.4 MAN’s total liability for Work in contract, tort, or otherwise shall be limited to the value of the Work.

11 USE OF THIRD PARTY SPARE PARTS AS PART OF MAN’S PERFORMANCE OF SERVICE

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”) for the Service the Customer warrants that:
(a) the spare parts are manufactured by the Customer or the third party from whom the Customer has purchased them;
(b) the spare parts are available and bear the costs of an adequate number of fitters, local transport, lifting gear, towing, dockage, supply of electricity and  
spare parts and with substances hazardous to health. When MAN is to carry out the Service on the Site, the Customer shall make available the costs of adequate quantities of light, transport, lifting gear, towing, dockage, supply of electricity and
(c) the Customer agrees that MAN will not provide any Warranties or guarantees for spare parts.
11.2 The Customer shall to the best of its ability assist MAN in obtaining all necessary information concerning such local laws and
applicable regulatory authorities.
11.3 For the avoidance of any doubt and without limiting the above the Service rendered by MAN shall be warranted in accordance with
11.4 If the Data Access / Processing is not already granted at this time, the Customer hereby expressly consents to Data Access / Processing for data which has already been collected or that will be collected in the future.
11.5 MAN is not liable for any losses or damages (direct or indirect) which might result from the use of such Third Party Spare Parts or for any losses or damages (direct or indirect) which might result from the failure of such spare parts.

13 TERMINATION

13.1 The Customer shall notify MAN if the Goods are to be delivered on a vessel, which is currently located inside the territory of the European Union. If Customer or any person acting on behalf of the Customer picks up the Goods before export, Customer shall present the Goods and the export customs declaration issued by MAN to the responsible customs office of export and forward the formal customs processing procedure. If the agreed delivery address of the Goods is inside the territory of the European Union, MAN will not issue an export customs declaration and will not act as responsible exporter for any further exports made by the Customer, unless otherwise agreed. The same shall apply if the Goods are delivered to a vessel, which is currently located inside the territory of the European Union.

14 OTHER PARTIES/SPARE PARTS THAN THE GOODS

14.1 The Customer shall provide MAN’s personnel with sufficient data to allow future breaches of the applicable provision.
14.2 The Customer hereby expressly consents to Data Access / Processing of the Engine the data is coming from, MAN shall in all aspects be free to use and disclose such data to third parties for any purposes.
14.3 The Customer shall take the necessary steps to ensure that the Customer’s or MAN’s employees, respectively, will have the relevant
domestic and foreign laws and regulations and that the Customer shall allow future breaches of the applicable provision.
14.4 The Customer shall store all personal data confidential and to observe all applicable data protection provisions.
14.5 If the Data Access / Processing is not already granted at this time, the Customer hereby expressly consents to Data Access / Processing for data which has already been collected or that will be collected in the future.
14.6 The Customer is responsible for ensuring that the Customer’s or MAN’s employees, respectively, will have the relevant
domestic and foreign laws and regulations and that the Customer shall allow future breaches of the applicable provision.
14.7 The Customer shall provide MAN with all necessary information concerning such local laws and regulations as are applicable to MAN’s performance of the Services, and must adhere to all such laws and regulations imposed by applicable regulatory authorities.
14.8 MAN may, at its sole discretion, refuse to perform the Services in conditions or surroundings that it considers may be prejudicial to the health and/or safety of its personnel and/or where the Customer is in breach of this Condition 14 and MAN shall not be

15 EXPORT CONTROL AND CUSTOMS

15.1 Notwithstanding any regulation regarding force majeure, as stated in these Conditions, MAN reserves the right to suspend at its sole discretion its performance at any time, in whole or in part, without incurring any liability, whenever such performance would be prevented by any applicable restrictive measures including sanctions, export or re-export controls (including but not limited to, EU and US law) or war or otherwise be impossible to perform due to the availability of 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 shall be entitled to terminate the Contract to the extent the performance is prevented. In the event the export license has been denied by the responsible authorities, MAN or the Customer shall be entitled to terminate the denied part of the performance immediately. As consequence of such termination the Customer shall pay to MAN the price of the Work performed by MAN under the Contract and any cost for unavoidable commitments incurred by MAN with respect thereto. Any claims, rights and remedies of the Customer with respect to such termination shall be excluded.

16 DATA PROTECTION AND RIGHT TO ACCESS CUSTOMER DATA

16.1 Data Access / Processing of personal data shall include the right to access, collect, copy, or transmit the data, the process and use data from the engine remotely, or by LAN, or otherwise (“Data Access / Processing”) for the purpose of using said data for marketing or for optimizing the Engine (such purposes shall include but not limited to: services, commissioning, benchmarking, technical optimization and improvements of the Engine and products, development of new engines and products). MAN is not required to retain the data after the expiration of the Contract or otherwise, if this is possible.
16.2 There are various reasons why MAN may need to process personal data, for example for the purpose of providing a product or service to the Customer. These reasons may include the performance of a contract, the fulfilment of legal or regulatory obligations or the legitimate interests of MAN. The Customer is entitled to request MAN to stop processing personal data at any time, but this will not impact the performance of the existing contract.
16.3 The Customer shall provide MAN with all necessary information concerning such local laws and regulations as are applicable to MAN’s performance of the Services, and must adhere to all such laws and regulations imposed by applicable regulatory authorities.

17 GENERAL

17.1 Subject to complying with applicable law, the Parties expressly consent that the other Party may process the following:
(i) names, (ii) emails, (iii) work location, and (iv) phone numbers of the Customer’s or MAN’s employees, respectively, that will
be required for the provision of the Work and to ensure communication between the Parties.

18 CUSTOMER’S DATA

18.1 The Customer shall not be entitled to assign or subcontract any of its rights or obligations under the Contract without the prior
consent of MAN.
18.2 Any alteration of a Contract must be in writing and signed by an authorized representative of each Party. No terms, conditions,
representations, warranties or covenants contained in any correspondence, catalogue, or in any other form shall be applicable to
these Conditions and shall be ineffective without, as far as is possible, modifying any other provision or part of these Conditions

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