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>
</thead>
<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.

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

![Service Worldwide Handbook](https://example.com/service-worldwide-handbook)

![MAN PrimeServ](https://example.com/man-primeserv)
3.3 Where:

3.1 Unless otherwise expressly agreed in writing by MAN:

4.4 When a breach occurs, MAN shall be entitled to:

5.6 The Customer shall not be entitled to withhold any payment under a Contract with reference to alleged counterclaims under a Contract with MAN or to set off such claims against any payments under a Contract.

6.2 Unless otherwise expressly agreed in writing, MAN’s execution of Services is subject to manual assistance being rendered by the Customer either through engine room staff or other qualified personnel made available by the Customer.

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

1.1 In these Conditions the following words shall have the following meanings:

5.4 Unless otherwise expressly agreed by MAN in writing, sums payable by the Customer to MAN shall be paid by the Customer

8.0 The Parts 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 the light of such information.

9.0 The Customer shall have no further liability in contract, tort, law or otherwise for any deficiency in quality of the Work as at option either:

10.0 MAN Energy Solutions

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 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.

2.3 All Goods and/or Services shall be delivered, unless otherwise agreed by MAN in writing, and delivered as such Goods and/or Services described in the Order and in the Contract. Any replacement Goods or Services will be warranted on the terms set out in this Condition 7. However, any and all warranty shall and within 18 months after delivery of the original Work being replaced.

3.2 Where:

3.5 Prior to delivery MAN has concern regarding timely payment because of an advance change in the Customer’s circumstances or otherwise. It may require payment of all or additional parts of the Work before delivery.

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 interference of the Customer or if MAN has had a loss caused by such delay, the Customer shall be entitled to liquidated damages for 28 days.

3.7 Liquidated damages shall be the Customer’s sole and exclusive remedy and damages against MAN with respect to the failure to achieve the contractual delivery time for the Work.

4.1 If a MAN has been paid in full in advance, the Goods will be considered as having been delivered with MAN retaining the ownership of the Goods until full payment has been effected by the Customer. If the Customer does not pay when due, MAN is entitled to take back the Goods without a court judgement in accordance with the applicable law.

5.0 PRIVACY AND DATA PROTECTION

5.1 Unless otherwise expressly agreed, quotations and tenders lapse after 30 days from their date unless already withdrawn by MAN.

5.2 Unless fixed prices have been expressly agreed in writing by MAN, all sales are made at MAN’s prices valid at the date of MAN’s Order Acknowledgement.

5.3 Unless otherwise agreed in writing, MAN’s prices are net prices as well as any taxes, duties or fees, insurance costs and or any liabilities and costs incurred by MAN will be the Customer’s responsibility.

5.4 MAN Energy Solutions

4.5 In case of MAN fails to perform the production of the Goods on its own specifications, MAN shall under the exclusion of any further liability warrant that such Goods do not interfere with IPRs published in USA, Denmark and/or by the European Patent Office.

4.6 Minor deficiencies which do not affect the efficiency of the Work shall not prevent taking over. The period, relevant for Condition 7.1 shall start to run on the latest when the Service is ready for taking over in accordance with this Condition 6.3.

3.3 Where:

3.1 Unless otherwise expressly agreed in writing by MAN:

4.4 When a breach occurs, MAN shall be entitled to:

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10.0 MAN Energy Solutions
14.5 The Customer shall provide all tools, test equipment and test facilities unless specifically stated otherwise in the Contract.

14.4 The Customer shall assume all responsibility for all acts or omissions of the Customer's personnel and MAN shall have no

14.1 The Customer shall provide MAN's personnel with assistance in obtaining official entry, exit or working permits required in the

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.

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

(b) loss of, destruction of, or damage to any document, record, schedule, drawing, other paper or other data of any kind, whether in

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

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

(i) any loss of profit, hire, business contracts, revenues or anticipated savings;

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

(d) costs of any precondition works necessary to repair and/or rectify a defect; whether or not such works or repairs are considered to be direct or indirect in nature.

13.2 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:

(v) the time for performance of the Contract by MAN shall be automatically extended accordingly; and

(a) the outstanding balance of the Contract price of the Work which has been delivered or performed; and

16.1 Termination of the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of

16.3 To the extent that MAN has completely anonymized the data, including so it will not be possible to identify which specific

15.1 In the event that the performance is prevented by the above reasons for a period of more than 180 days, MAN or the Customer shall be entitled to terminate the Contract in full.

15.2 MAN or the Customer shall be entitled to terminate the denied part of the performance immediately. As consequence of such

10.1 Nothing in these Conditions shall preclude the transfer agreements on the basis of the European Commission's Model Clauses.

14.1 The Customer shall accept and agree that MAN will not provide any warranty for the Third Party Spare Parts and/or accept any

12 OTHER/PARTS/SPARE PARTS THAN THE GOODS

12.1 The Customer accepts and acknowledges that MAN is not responsible and therefore will not accept any liability whatsoever

10.3 Nothing in these Conditions shall preclude the transfer agreements on the basis of the European Commission’s Model Clauses.

16.1 DATA PROTECTION AND RIGHT TO ACCESS CUSTOMER DATA

18.3 If any term, clause, condition or part of these Conditions is found by any court, tribunal, administrative body or authority of

16.2 No act or omission shall be construed as a waiver of an unperformed obligation of the other Party or constitute an agreement

18.2 No act or omission shall be construed as a waiver of an unperformed obligation of the other Party or constitute an agreement

18.1 The Customer or the Customer's and/or the Customer's vessel cannot be identified, MAN will anonymize all data before disclosing it.

10.2 In the case of processing of personal data the following information about the processing of personal data at MAN shall be
disclosed by MAN:

(a) MAN's name;

(b) the fact that the data is being processed;

(c) the duration for which the data will be stored;

(d) the purposes for which the data is being processed;

(e) the types of personal data being processed;

(f) the existence of a right to rectification, erasure, data portability and to object to or restrict processing;

(g) the existence of a right to share the data;

(h) the existence of a right to lodge a complaint with a supervisory authority;

(i) the existence of a right to be informed about the transfer of personal data to a third country or an international organization;

(j) the existence of a right to lodge a complaint with a supervisory authority;

(k) the existence of a right to receive a copy of the personal data held by MAN;

(l) the existence of safeguards in place to ensure the security of the personal data transfer;

(m) the duration for which the personal data will be retained;

(n) the existence of automated decision making including profiling and the right to opt out of such processing;

(o) the existence of a right to be informed about the source of the personal data.

15.3 MAN shall provide the Customer with a customised invoice and a packaging list as standard shipping documents. Such documents

are made out to the name of the Customer. The content and layout of such documents are defined by MAN and cannot be

accepted 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

Classification of Trade in Goods", the World Customs Organisation (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.

15.2 MAN or the Customer shall be entitled to terminate the contract with respect to such exclusion shall be fulfilled.

15.1 Excluding any regulation regarding force majeure, as stated in these Conditions, MAN reserves the right to suspend at its

alone discloses 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 those of the EU and its member states, the United States of America, or otherwise) or any other similar action. In such case, MAN shall be entitled to obtain from the appropriate authorities 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 licence 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 exclusion shall be fulfilled.

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Classification of Trade in Goods", the World Customs Organisation (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.

15.3 The Customer shall provide the Customer and/or the Customer’s vessel at the exit from the territory of the European Union. MAN will issue the export customs declaration and act as responsible exporter towards the customs authorities. 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. The responsible customs office of export and finally the formal customs procedure properly. If the agreed delivery address of the Goods is inside the territory of the European Union, MAN will 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 delivery address of the Goods is outside the European Union, in which case the Goods are to be delivered by ocean vessel, which is currently located inside the territory of the European Union.

18.1 The Customer shall provide MAN with all tools, test equipment and test facilities necessary to perform the Service and comply

with the regulations as are applicable to MAN's performance of the Services, and must adhere to all safety regulations imposed by

regulatory or analogous event occurs in any jurisdiction or the Customer ceases or threatens to cease to carry on business or

otherwise is unable to pay bills when they fall due.

13.1 Upon termination, however arising, MAN shall be entitled to suspend any further Work under the Contract without

compensation.

13.3 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 CUSTOMER'S OBLIGATIONS

14.1 The Customer shall make available to MAN an adequate number of fitters, local transport, lifting gear, towing, dockage, supply of electricity and other similar establishments for a period of two weeks following the completion of the Work.

14.7 The Customer shall not be entitled to assign or subcontract any of its rights or obligations under the Contract without the prior written consent of MAN.

14.6 In the situation where the performance of the Services is made impossible or rendered uneconomical due to any cause or

circumstances beyond the reasonable control of MAN, the Customer shall have no claim against MAN for the cost of such services and equipment and/or in any other way or manner.