

Service Contract

The undersigned party authorizes Britannia to perform the repair work on the reverse side, including materials and labor, and hereby grants Britannia permission to operate the vessel or equipment herein described for the purpose of testing or inspection. It is understood that all labor and materials will be charged on a time and material basis as Britannia standard rates, with prices available upon request. Britannia, in the event any delays to complete work are caused by the owner, including non-compliance with Britannia payment policies, the owner agrees to pay Britannia, for standby time at its standard rates for any incidental costs incurred. Britannia shall not be liable for damages or inability to perform or delay in performing the work covered by this Work Order caused by strikes, accidents, thefts, fire, war, rebellion, or Acts of God, or any other causes beyond Britannia control. The undersigned party further agrees that Britannia is not responsible for loss or damage to the vessel or articles left in/on the vessel in cases of fire, theft, accident and/or sinking.

The undersigned party acknowledges a maritime lien against the above described vessel securing the amount of any charges for repairs, supplies, towage, use of dry dock or marine railway and/or other necessities set forth in the Contract and/or in Title 46, §971 et. Seq. of the United States Code. The undersigned further agrees to submit the vessel to the provision of Federal "Rule C" of the Maritime Law allowing for arrest, "In Rem", upon default.

This Contract is subject to the following terms and conditions which shall constitute the agreement between Britannia (hereinafter referred to as "Contractor") and the vessel described, its owners and/or its agents for the owners (hereinafter referred to as "Owners").

Authorization. The owner authorizes Contractor and its subcontractors to perform repair work described on the reverse side. In the event the party signing this Agreement is not the owner of the vessel, that party and/or vessel shall be responsible for payment to the Contractor in the event the owner fails to or otherwise refused to pay said bill or any portion thereof within ten (10) days after the completion of the repairs, including payment of court costs, attorney's fees and the maximum interest rate allowable by law on any unpaid portion of the Work Order from the date of completion of repairs.

Insurance. The owner certifies that the vessel described on the reverse side of the Contract is insured with Marine Hull Insurance and Marine Protection and Indemnity Insurance. The owner, his heirs and assigns hereby release and agree to indemnify and hold harmless, Contractor, its officers, its employees, and its subcontractors from any and all liability for personal injury, loss of life, and property damage arising out of or in connection with the condition or use of the described vessel, motor and accessories, or the use of the premises. Contractor is not considered under this Contract to be the insurer of the Owner's property and it is the responsibility of the Owner to secure such insurance coverage as is described.

Lien. Contractor shall assert a Maritime Lien against the described vessel and its contents for any unpaid sums due for the services performed. The term "necessaries" as used in Title 46, §971 et. Seq. of the United States Code shall include any and all attorney's fees and cost of collection for the collecting of any unpaid sums. The Owner/Agent shall be responsible for all pre and post judgment fees. The Contractor shall assert any state lien against the vessel for services rendered.

Sea Trials. Should a sea trial be necessary for the purpose of testing and/or inspection of work and/or parts furnished by Contractor, the Owner agrees to provide a Captain and significant crew for the safe handling of the vessel. It is expressly understood that the Contractor will not be liable for any acts and/or omissions, including negligence, of any personnel in the regard. Furthermore, the Owner agrees to indemnify and hold harmless Contractor from any and all claims, including third party claims, for damages arising from any such acts and/or omissions, including negligence, on the part of Contractor's personnel.

Payment Terms. The Owner acknowledges that he has read this document and agrees with the terms and conditions set forth. If Owner has provided credit card number for payment, the Owner's signature below will also act to acknowledge receipt of goods and/or services and that he agrees to perform the obligation set forth in the card holder's agreement with issuer.

Product Warranty. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF, THE FOLLOWING WARRANTY EXTENDED BY CONTRACTOR AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. CONTRACTOR DISCLAIMS ANY IMPLIED WARRANTY OF MECHANIC ABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE OF ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, INCLUDING STRICT LIABILITY IN TORT WHETHER OR NOT ARISING FROM CONTRACTOR'S NEGLIGENCE, ACT OR IMPLIED. THE LIABILITY OF THE CONTRACTOR ARISING OUT OF ANY WARRANTIES SET FORTH HEREIN ABOVE SHALL NOT IN ANY CASE INCLUDE INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATIONS, DAMAGE TO THE VESSEL AND/OR PROPERTY, DEMURRAGE, LOSS PROFITS, LOSS CHARTER, AND/OR COMMERCIAL LOSSES DUE TO THE LOSS OF USE OF THE VESSEL, AND/OR DAMAGES, LOSSES, AND/OR EXPENSES SUSTAINED AS A RESULT OF PURCHASING OR SELLING A VESSEL IN RELIANCE UPON ANY WORK OR SURVEY PERFORMED BY CONTRACTOR. NO CLAIMS FOR DAMAGES OR NEGLIGENCE OR OTHERWISE OR FOR DEFECTIVE WORKMANSHIP OR MATERIALS SHALL BE VALID AND THE CONTRACTOR SHALL BE DISCHARGED FROM ALL LIABILITIES THEREFORE UNLESS CLAIM IS MADE TO THE CONTRACTOR IN WRITING WITHIN 30 DAYS AFTER DELIVERY OF THE VESSEL OR COMPLETION OF THE WORK, WHICHEVER OCCURS FIRST.