

## INBOARD MARINE SERVICES LLC

### TERMS OF BUSINESS

These Terms of Business form an integral part of all quotations and work estimates provided by IMS. Subject to express agreement to the contrary, all work is accepted on the understanding that the foregoing Terms of Business shall apply to each and every transaction. The Customer shall be treated as having accepted these Terms of Business upon signing the Booking Form and returning it to IMS.

#### 1. DEFINITIONS

The following terms shall have the meanings as specified below:

- a. **"IMS"** shall mean Inboard Marine Services LLC, as well as any authorised member, agent, employee or representative of IMS located at Plot F06, Marina District, Dubai Maritime City.
- b. **"Customer"** means the party or parties with whom IMS agrees to perform the work and shall include the legal Customer of any relevant Vessel, any parent or associated company and/or firm. In the event that IMS enters into an agreement with more than one party, these Terms of Business shall apply to all parties equally, unless otherwise agreed in writing.
- c. **Day/Month** means any day/month of the Gregorian year.
- d. **'Party'** means IMS and the Customer; each a Party and collectively the Parties.
- e. **"Customer's Party"** shall mean the Customer's family, private guests or visitors and/or his employees, agents, crew, or sub contractors.
- f. **"Vessel(s)"** shall include any form of craft, boat, ship, yacht, dinghy, multi-hull or other marine structure including its gear and equipment, which is the property of or is in the care and control of the Customer as stated in the agreement between IMS and the Customer.
- g. **"Booking Form"** the form containing the details of service(s) requested from IMS by the Customer.
- h. **"Berth or Mooring"** shall mean the space on water or land allocated to the Customer by IMS

for the Vessel during the term of any maintenance services and/or berthing/mooring or storage agreement and/or lease agreement between IMS and the Customer.

- i. **"Yard"** means the interlocked area and associated buildings and structures situated at IMS's Boatyard utilised for the maintenance and other repair work of Vessels, masts and equipment, and for the lifting of Vessels into and out of the water, and for the general manoeuvring of Vessels.
- j. **"Terms"** the Terms of Business set out in this document.
- k. **"Crane"** means the machinery and associated equipment for the lifting and launching of the Vessel to and from the water and around the Yard.

**'Scope of Work'** means the Scope of Work, as set out in the Work Estimate, or the Customer's written acceptance of IMS's quotation.

- l. **'Work'** means the goods and services supplied to the Customer and/or work undertaken by IMS pursuant to these Terms of Business.

#### 2. BOATYARD WORK AGREEMENT

- a. IMS reserve the right to seek additional disclaimers against responsibility for damage to wooden or older Vessels, or if IMS consider the structure of the Customers Vessel to be unsound or unsuitable.
- b. The Customer shall not arrange for any work or activity to be carried out or undertaken on their Vessel or on IMS's property by a third-party contractor without IMS's prior approval. Consent will not be withheld without good cause where:
  - (i) The work to be carried out is work for which IMS, or IMS's contractors or those who normally carry out work on IMS's behalf, would normally employ a specialist sub-contractor; or
  - (ii) The whole of the work is being carried out under warranty by the manufactures and/or

- supplier of the Vessel or any part of her equipment to which the warranty relates.
- c. IMS will grant access to the Customers chosen contractor(s), subject to them:
- (i) completing Dubai Maritime City's access paperwork
  - (ii) providing supporting risk assessments and method statements for the work they are to complete
  - (iii) supplying evidence of not less than AED 5 million public liability insurance
  - (iv) registering with IMS reception each day they are on the yard
  - (v) payment of IMS third-party contractor charges where applicable.
- d. Vessels are moored at IMS at the Customers own risk. Vessels shall be moored by the Customer in a safe and secure manner using the necessary warps and fenders provided by the Customer. If any damage is caused due to adverse weather conditions, excessive wake from commercial Vessels or any other reason not in the control of IMS, then IMS will not be held responsible.
- e. No Vessel when entering, leaving or manoeuvring in the harbour shall be navigated at such a speed or in such a manner as to endanger or inconvenience other Vessels in the harbour. Vessels are at all times subject to the speed restrictions and bye-laws of DMCA.
- f. When the Vessel is dry docked or stored, only designated IMS personnel are to move chocking, ties, stands, cradles or supports. Under no circumstances is the Customer, or members of the Customers Party permitted to move or remove chocking, ties, stands, cradles or supports that are holding the Vessel. The Customer agrees that IMS has been relieved of all liability should this clause not be followed.
- g. Customers are to ensure their Vessels are closed down and hatches, wash boards etc. are all in place. IMS is not responsible for any damage to, or the cleanliness of the Vessel if the aforementioned have not been supplied and/or fitted.
- h. Cradles are subject to availability and their allocation is at the sole discretion of IMS.
- i. In the interests of safety and expedience, IMS reserve the right to move any Vessel and/or equipment at our discretion. The Customer shall deposit to the IMS office a set of keys to enable IMS to enter the Vessel and to start the engine and to move the Vessel as required.
- j. The Customer hereby grants IMS, its agents and employees, permission to operate the boat for the purpose of testing and/or inspection. IMS shall have the right to order any such tests, trials and/or inspections it deems necessary in order to perform and determine the completion of the work. The costs of such movements, trials and/or tests including the cost of any bunkering and/or consumables shall be borne by the Customer.
- k. The Customer shall ensure they do not cause any nuisance or annoyance to IMS, or any other customer or person present in the vicinity and do not interfere with IMS's schedule for the work and/or the good management of IMS's premises and business.
- l. The Customer is subject to IMS's health and safety, environmental and access policies and shall further be obliged to comply with all laws and regulations relating to environmental protection and safety. The Customer shall take all necessary precautions to avoid pollution of the environment and shall indemnify IMS for any loss or damage arising from any pollution of the environment caused by the Customer, their Vessel or any member of the Customers Party.
- m. Customers are required to keep the area surrounding their Vessel in a clean and tidy condition. No items of boats, gear, fittings or equipment, supplies, stores or the like shall be left upon the pontoons, yard or car parks. Trailers, cradles, legs and launching trolleys used to store Vessels on IMS premises shall be removed by the Customer within 24hrs of the Vessel being launched.
- n. Customers are to deposit all rubbish in the receptacles provided. No refuse shall be thrown overboard or left on the pontoons, yard or car parks, or disposed of in any way other than in the receptacles provided by IMS or by removal from IMS's premises. However, where the

amount of waste to be removed from and around the Vessel is considered by IMS, in its sole discretion, to be excessive, then the removal of this waste will be at the Customers expense.

- o. IMS does not take any responsibility for dust or debris accumulating on Vessels from the work being carried out on the yard.
- p. Electricity and water supplies are subject to availability and not guaranteed. Where supplied, you must provide your own suitable cable/hose.
- q. No part of IMS's premises or of any Vessel or vehicle while situated therein or thereon shall be used by the Customer for any commercial purposes.
- r. Customers and their Party are required to park their motor vehicles in a safe and unobstructive position when visiting the IMS yard.

### **3. CUSTOMERS OBLIGATIONS**

- a. The Customer warrants to IMS that they are the owner of the Vessel, and have the right to possess, operate and authorise all work carried out on the Vessel.
- b. The Customer warrants and guarantees that the Vessel is in sound condition and capable of being hauled out without damage to it or IMS's equipment.
- c. The Customer agrees to present the Vessel's documents for inspection, including proof of the Vessel's insurance as and when requested by IMS.
- d. The Customer agrees to make available to IMS information pertinent to any underwater fittings or hull configurations that could affect the position of lifting slings, docking lines, chocking positions and placements. No responsibility will be accepted by IMS for any damage to any parts of the Vessel caused by any actions of the lifting and re-launching process due to failure to inform IMS of such fittings and/or configurations.
- e. Prior to IMS lifting or launching the Vessel, the Customer must ensure they have removed all through hull protruding transducers such as logs, and they have provided adequate warps

and fenders for the movement between the berth and the hoist dock.

- f. Sun awnings, bimini tops, dinghies, windsurfers and other miscellaneous gear left on deck must be secured prior to lifting.
- g. The Customer shall take all necessary precautions against the outbreak of fire in or upon their Vessel, and the Customer shall observe all statutory and local regulations relative to fire prevention. These precautions include the remove all combustible/volatile chemicals prior to leaving the Vessel at IMS, including but not limited to; paint, thinners, petrol etc. The Customer shall provide and maintain at least one fire extinguisher of a governmentally approved standard, type and size in or on the Vessel fit for immediate use in case of fire.
- h. The Customer must ensure that IMS have their correct contact details at all times for use in case of emergency.
- i. Customers must not use their Vessel for any residential purpose whilst ashore.
- j. Children under the age of 12 must be accompanied by an adult at all times.

### **4. IMS OBLIGATIONS**

- a. IMS will exercise reasonable care and skill in the performance of their work and in accordance with the provisions of these Terms of Business, the requirements of any relevant regulatory bodies and, in the absence of any other contractual terms as to quality, a satisfactory standard.
- b. Subject to suitable plant availability and the prevailing conditions, IMS will complete the boatyard services as requested on the Booking Form. IMS will advise of alternative dates if they are unable to accommodate preferred lifting and launch dates at the time of booking.
- c. IMS shall take reasonable steps to maintain security at its premises, and to maintain its facilities and equipment in reasonably good order and condition.

### **5. CHARGES AND PAYMENTS**

- a. Work Estimates will be sent to the Customer stating the approximate cost of the work to be carried out. A deposit payment equal to 50% of the Work Estimate is required before the Vessel is lifted or allowed to dock at IMS. IMS reserves the right to review a quotation or Work Estimate at any time.
- b. Cancellation fees may apply to cover crane/lifting costs and management fees if the vessel does not arrive on the scheduled lifting date.
- c. Payments can be made by cash or personal cheques drawn on a local bank. Wire transfers are accepted, but must be received in the yard's account and verified prior to lifting/docking the Vessel.
- d. All quotations and Work Estimates given by IMS are subject to the cost of labour and materials remaining at the same level as at the time of issue. IMS will inform the Customer of any proposed increase in the estimated costs, together with the reasons for such increase, and will only proceed with the work after having obtained the Customer's approval (such approval not to be unreasonably delayed or withheld). The Customer shall remain responsible for the cost of labour and materials already supplied or remaining to be supplied which are not affected by the proposed increase in price.
- e. Work will be performed and charged at IMS's time and material rate. IMS will exercise reasonable skill and judgment when giving an estimate or indication of price, however, estimates are always subject to the accuracy of information provided by the Customer and are often based on a superficial examination and do not include the cost of any emergent work which may be necessary, nor the cost of any extensions to the Work. The Customer understands that the price quoted on the Work Estimate is an approximate only, and the final charge may change due to any additional work being carried out.
- f. If in the course of executing any work, IMS find any defect in a Vessel and/or its gear that in their opinion should be rectified without delay and before the Customer's consent can be obtained, IMS reserve the right to carry out such necessary repair at their discretion and to charge same to the Customer. Notice of any such rectification will be forwarded to the Customer forthwith.
- g. IMS rely on Customers to provide accurate measurements of the Boat Length as boatyard services are calculated by reference to the Vessels LOA. IMS reserve the right to measure the Vessel at any time and charge additional fees if the Boat Length is greater than the length stated on the Booking Form.
- h. The Vessel will be lifted and dry docked based on the date requested on the Booking Form. Changing the lifting date may not be possible due to crane bookings, and any differences will be charged at the prevailing rate. Failure to notify IMS of any work that requires the Vessel to be moved once ashore (e.g. crane work) will incur additional charges.
- i. **NO CASH, NO SPLASH.** The Customer shall duly and punctually pay all charges and amounts owing for work or services provided by IMS, and in any event, all invoices must be paid in full prior to launching/removal of the Vessel from IMS premises.
- j. Vessels must be removed from the yard or pontoon within 24hrs of the work being completed and the Customer being informed of the completion. After 24hrs IMS reserve the right to charge daily berthing/storage fees for any periods during which the Customer leaves the Vessel at IMS when there is no current work agreement between the Customer and IMS. These charges will accrue and be added to the invoice until such time as the boat is removed from IMS's premises.
- k. Aside from a Customer who has a standing credit agreement with IMS, any Vessel in arrears over fourteen (14) days is subject to the commencement of legal action. IMS has the right to charge interest on the overdue amount on a daily basis at the rate of five percent (5%) starting from the due date of the invoice until the full amount is paid.
- l. By signing the Booking Form, the Customer hereby grants to IMS the right to exercise a maritime lien upon any Vessel and/or its gear and equipment whilst in, or upon IMS premises, or afloat at IMS's moorings, as security for full

payment by the Customer, or until the Customer has given security to IMS in a form and substance acceptable to IMS. The security provided shall be sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for IMS's prospective legal costs and expenses.

- m. In the event that IMS must take collection action, the Customer shall be obligated to pay all costs, including the full amount due and all attorney collection fees in both non-judicial and judicial proceedings and appeals required to enforce any and all provisions of this agreement.

## **6. DELAYS**

- a. Unless otherwise agreed in writing, launch dates and time estimates given for completion of the work are given in good faith and are not guaranteed. Launching shall be within a reasonable time of the date specified, bearing in mind all the circumstances of the particular Scope of Work and availability of parts.
- b. IMS are not responsible for losses which happen as a side effect of extending the launch date on the Booking Form. IMS are also not responsible for increased costs or expenses, loss of profit, opportunity, business, contracts, revenues or anticipated savings or for any special, indirect or consequential loss of any nature suffered by any person.
- c. Any dates/timeframes stated herein or in the Booking Form or otherwise in the Scope of Work or any other programme of works in respect of IMS's obligations are approximate only and time is not of the essence. IMS shall not be liable for any delay in meeting any such dates/timeframes that is caused either by a Force Majeure Event or by Extraneous Circumstances, as contemplated under the UAE Civil Code or otherwise occasioned by the failure or delay of the Customer to provide IMS with adequate delivery instructions or other instructions relating to the Scope of Work or the Works in general or any failure/delay by the Customer in respect of the Customer's obligations under the Booking Form, the Scope of Work or the Works in general and/or failure/delay by any of the Customer's Party or the Customer's other contractors working in relation to the Works and/or any ancillary work thereto and/or on the Berth, Mooring or Yard.

- d. The Customer shall comply with (and shall procure that the Customer's Party, employees, agents, contractors and/or any other persons under the Customer's control comply with) the timeframes and dates and obligations as set out in the Scope of Work or any other programme of works.
- e. If the Work is delayed due to (i) any act or omission of the Customer or (ii) the Customer failing to perform any of the obligations mentioned in this Terms of Business, IMS is entitled to extend the time of the launch dates and time estimates given for completion of the work with a reasonable period which is at least equal to the additional period of time caused by such delay.
- f. Furthermore, it is expressly agreed that the IMS shall have the right to extend the time of launch dates in the event that (i) the IMS has not received the advance payment as agreed by the Parties, or (ii) the Customer has not provided the necessary material(s)/good(s) that is required perform the Services.
- g. Any additional costs arising from a delay in the Works and which is attributable to the Customer, shall be borne by the Customer. Such delay shall include but not be limited to, any delay in IMS's receipt of the material(s)/good(s) required to perform the Works and for which IMS is not responsible, IMS shall be entitled to claim damages for the delay of 5% for each week of delay, calculated on the value of the this agreement/ Work. The damages shall in no case exceed 10% of the value of the delayed good(s)/material(s).
- h. All Goods shall be delivered DDP incoterms 2018, unless expressly otherwise agreed upon.

## **7. WARRANTIES**

- a. The Booking Form is primarily a contract for boat repairs, and any materials furnished by IMS are incidental to the performance of such repairs. IMS will make all efforts to convey to the Customer any manufacturers' warranties for any materials installed by IMS and warranted by the manufacturer, but no parts supplied by IMS to a customer shall carry any IMS warranty or condition of sale. In no event do IMS accept

liability for consequential damage beyond replacement of any faulty or unsuitable parts supplied, and IMS makes no warranties regarding materials, either express or implied, regarding merchantability, fitness for a particular purpose or seaworthiness.

- b. IMS warrants the workmanship undertaken herein to be free of defects for a period of thirty (30) days. The Customer shall give notice in writing to IMS of any defects in workmanship which may become apparent and shall provide IMS with sufficient evidence so as to establish the nature and extent of the defective work. On notification by the Customer of the defective work, IMS will be given a reasonable opportunity to inspect the work, and if it is IMS's responsibility, IMS shall repair or re-perform, in whole or in part, and at IMS's discretion, the defective work. IMS's liability in case of defective workmanship shall be limited strictly to the proper replacement, repair or re-performance of the work at IMS's place of business. Delivery of repairs or re-performance under this agreement will be made in accordance with these Terms of Business. This is IMS's sole responsibility and liability under these Terms of Business.
- c. The Customer shall, immediately after the discovery of any defective work, take all appropriate steps to mitigate any loss or damage and to prevent any defective work becoming more serious.
- d. IMS shall not be liable for any defective work if the defect arose as a result of:
  - (a) the Customer's failure to follow IMS's oral or written instructions.
  - (b) IMS following any drawing, design or specifications supplied by the Customer.
  - (c) fair wear and tear, wilful damage, negligence or abnormal working conditions; and/or
  - (d) changes made to ensure compliance with applicable statutory or regulatory standards.
- e. Any remedial work carried out by the Customer without first notifying IMS and allowing IMS a reasonable opportunity to inspect the defective work shall invalidate this warranty.

## **8. LIMITATION OF LIABILITY, RISKS AND INDEMNITIES**

- a. IMS shall not be liable whether in contract, tort or otherwise, for any loss, theft, or any other damage of whatsoever nature caused to any Vessel or vehicle or other property of the Customer or the Customers Party howsoever occurring, including, but without limiting the foregoing, loss or damage caused by the removal of the Vessel by any person not authorised by the Customer to remove it, whether such removal was permitted by IMS or not, except to the extent that such loss, theft, or damage may be caused by the negligence or wilful act of IMS or those for whom IMS is responsible. Subject to that exception, all Vessels and equipment are repaired, worked on, moved, stored or otherwise managed and kept at IMS at the sole risk of the Customer. Customers should therefore ensure they maintain suitable third party insurance in respect of themselves and each of their Vessels and vehicles, their crew and their agents, visitors, guests and sub-contractors in a sum of not less than \$1,000,000 in respect of each accident or damage, and adequate salvage insurance in respect of each Vessel. Such insurance shall be in effect and maintained with a reputable insurance company, and the Customer shall produce the policy or policies to IMS on demand to confirm the insurance is active.
- b. The Customer shall indemnify IMS against all loss, damage, costs, claims or proceedings incurred by, or instituted against IMS or those for whom IMS is responsible caused by the Customer, their Vessel or vehicle or the Customers' Party.
- c. All persons using any part of IMS premises and/or facilities for whatever purpose and whether by invitation or otherwise, do so at their own risk, unless any injury or damage to person or property sustained within the premises and/or facilities was caused by, or resulted from IMS negligence or deliberate act or that of those for whom IMS are responsible.
- d. IMS shall not be responsible for damage to or loss of any articles of personal property, gear, or other appurtenances left aboard the Vessel, due to fire, theft, pilferage, or otherwise. It is agreed that the delivery of the Vessel does not

- constitute a bailment because IMS does not have exclusive care, custody and control of the Vessel and/or its contents, as the Customer and Customers Party have access to the boat at all times.
- e. The Customer is responsible for all actions, proceedings, claims, damages, costs, expenses, losses and liabilities caused by, or arising from, any damage or injury suffered by any person or to any property where it was caused by an act, failure to act, or omission by the Customer or Customers Party. If IMS suffer any loss due to any such act, failure to act, or omission, then the Customer will be liable to make payment to IMS to make good their loss.
  - f. If the signatory on the Booking Form executes this agreement as an agent, or representative for or on behalf of the Customer of the boat, then the signatory agrees to be jointly and severally liable for the obligations and indemnities under these Terms of Business and further warrants to IMS that all work carried out by IMS under this contract has been carried out with the full knowledge and consent of the owner of the Vessel.
  - g. If IMS fails to insist that the Customer performs any of their obligations under these Terms of Business, or if IMS do not enforce their rights against the Customer, or delay in doing so, that will not mean that IMS have waived their rights against the Customer and will not mean that the Customer does not have to comply with those obligations.
  - h. Without limiting the forgoing in any way, the maximum liability of IMS for any acts or omission or for any product supplied in performing any work or service for the Customer shall not exceed the value of the invoice rendered to the Customer for the work, service or product supplied by the IMS.
  - i. IMS shall not be under any duty to salvage or preserve the Customers Vessel from the consequences of: (a) any defect in the Vessel and/or (b) an accident which has not been caused by IMS. However, IMS reserves the right to salvage or preserve the Vessel at its sole discretion and in particular where the safety of people, property or the environment is at risk.
  - j. All Customers, their agents and contractors working at IMS must at all times ensure their activities are undertaken in a safe manner. Specific care needs to be taken around hazardous substances which include fuel supplies and tanks, compressed air, chemicals, batteries, heating equipment and exchanges, LPG bottles, reticulation and appliances.
  - k. IMS may at any time assign, transfer or deal in any other manner with all or any rights under these Terms of Business and may sub-contract or delegate in any manner any or all of its obligations under these Terms of Business to a third party.
  - l. The Customer shall not, without the prior written consent of IMS, assign, transfer, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Terms of Business.
  - m. Any Vessels or other items abandoned at IMS are subject to confiscation, disposal and/or sale. Any obligation of IMS towards Vessels or other items left at or on its premises ends upon the completion of the contracted work, and IMS accepts no responsibility for loss or damage to any Vessels or items left at or on its premises without its consent.
- 9. EVENTS OUTSIDE OUR CONTROL**
- a. IMS shall not be liable for any failure or delay either foreseeable or not, in performing its obligations hereunder, or for any loss or damage, caused by or arising from events or circumstances beyond its reasonable control (“Force Majeure”) which includes, without limitation, acts of God, wars (whether declared or not), riots, civil commotions, malicious damage, epidemics, quarantine measures embargoes, compliance with any law or governmental order, rule, regulation or direction, breakdown of plant or machinery, fire, flood, accidents, strikes, lock-outs or other industrial disputes (whether involving the workforce of IMS or any other party), failure of a utility service or transport network, unusually severe weather conditions, default of suppliers or subcontractors or the actions of third parties not employed by the Parties .
  - b. If an event takes place that is outside the control of IMS and affects the performance of

IMS's obligations under these Terms of Business, IMS will notify the Customer as soon as reasonably possible.

## **10. TERMINATION**

- a. Without affecting any other rights or remedy, IMS may end the work immediately by giving notice in writing to the Customer.
- b. On termination of the work for any reason, the Customer shall:
  - (i) pay to IMS all amounts owing.
  - (ii) remove the Vessel from IMS property.
- c. In case of Force Majeure, either party's may at its sole discretion terminate this Terms of Business after the period of Force Majeure has continued without interruption for a period of 180 days.
- d. The Customer or person signing on behalf of the Customer hereby acknowledges that they have read and fully understood these Terms of Business. Failure to comply shall excuses IMS from further performance hereunder and entitle IMS to cancel this agreement immediately without notice and cease providing services to the Customer and seek immediate payment of any moneys outstanding to IMS. The Customer shall pay any outstanding monies so demanded without setoff. IMS's remedies under this clause shall be without prejudice to any other remedies it has under these Terms of Business.

## **11. GENERAL**

- a. Each of the paragraphs of these Terms of Business operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- b. These Terms of Business are between the Customer and IMS. No other person shall have any rights to enforce any of its terms.
- c. The Terms of Business and the legal relations between the parties shall be governed by and construed in accordance with the laws applicable in the Emirate of Dubai, United Arab Emirates. In the event of a dispute or difference

among any of the Parties hereto arising out of or relating to this Agreement, the Parties shall endeavor in good faith to resolve the matter or matters in dispute amicably within a period of time not exceeding 14 days. If unresolved, the disputes shall be submitted to the exclusive jurisdiction of the Dubai Courts (excluding for such purposes the DIFC Courts).

- d. If any provision of these Terms of Business is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the remaining provisions of these Terms of Business and the remaining portions shall continue in full force and effect.
- e. Disputes arising out of or in connection with these Terms of Business, when they cannot be resolved by negotiation, may, with the written agreement of IMS and the Customer, first be submitted to mediation under the UAE Dispute Resolution Authority.
- f. No modification to these Terms of Business shall be enforceable unless in writing and executed by an authorized agent of IMS. IMS's failure to require strict performance of these Terms of Business or waiver of any condition therein shall not act as a waiver of its rights hereunder nor be deemed continuing waiver. Delay in enforcement of any of IMS's rights hereunder shall not be deemed laches.
- g. The person signing this agreement for or on behalf of Customer represents and warrants his authority from the Customer to accept these Terms of Business and bind the Customer and the Vessel to the terms hereof and further warrants that the Vessel is not under charter.
- h. All communications and notices given under these Terms of Business shall be in writing. A notice shall be sufficiently served if given by an effective means of communication, including but not limited to fax, email, registered or recorded mail or by personal service, to the Customer's last known address or to IMS's

official email, trading address or registered office.

- i. These Terms of Business can be amended and supplemented only if such amendment or supplement has expressly been agreed upon as such in writing by both Parties.
- l This Terms of Business shall replace all prior oral and written agreements with respect to the subject matter of the Agreement.
- j. Any breach of these Terms of Business shall be deemed to be a breach of the agreement entitling IMS to cancel the agreement forthwith without notice.