

(continued)

10. Payments (Cl. 9.1)	11. Payment Details (Cl. 9.3)
Fixed Price (lump sum) (in figures and words)	a) Currency
	b) Bank
	c) Address
	d) Account Number
	e) Account Name
12. Time of Payment and Interest (state period within which sums must be received by the Contractor and rate of interest per month) (Cl. 10)	13. Cancellation Fee (Cl. 7.1)
14. Law and Arbitration (state 17.1 or 17.2 of Cl. 17 as agreed; if 17.2 agreed, also state place or arbitration) (Cl. 17)	15. Number of Additional Clauses covering special provisions, if agreed

It is agreed that this Agreement shall be performed subject to the Terms and Conditions which consist of PART I, including Additional Clauses, if any agreed, and PART II, as well as Annex I, SCHEDULE OF PERSONNEL, CRAFT AND EQUIPMENT, and Annex II, METHOD OF WORK AND ESTIMATED TIME SCHEDULE or any other Annexes attached to this Agreement.

In the event of a conflict of terms and conditions, the provisions of PART I including Additional Clauses, if any agreed, shall prevail over those of PART II to the extent of such conflict but no further.

The undersigned warrant that they have full power and authority to sign this Agreement on behalf of the parties they represent.

Signature (for and on behalf of the Contractor)	Signature (for and on behalf of the Company)
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"Wreckfixed 99" International Wreck Removal and Marine Services Agreement (Fixed Price - "No Cure, No Pay")

1. Definition	1. 5. Miscellaneous
The term "Vessel" shall include any vessel, craft, property or part thereof of whatsoever nature, including anything contained therein or thereon, such as but not limited to cargo and bunkers, as described in Box 4.	5.1 The Company shall arrange and pay for any marking of the Vessel and cautioning required. The Contractor shall arrange and pay for any marking or cautioning required in respect of its own equipment during the services under this Agreement.
2. The Services	5.2 The Contractor may make reasonable use of Vessel's machinery, gear, equipment, anchors, chains, stores and other appurtenances during and for the purposes of these services free of expense but shall not unnecessarily damage, abandon or sacrifice the same or any property the subject of this Agreement.
The Contractor agrees to exercise due care in rendering the services indicated in Box 7 and, if applicable, will endeavour to deliver and/or dispose of the Vessel at the place indicated in Box 8. Insofar as it is not inconsistent with the nature of the services to be rendered under this Agreement, the Contractor will also exercise due care to minimise damage to the environment.	5.3 Subject to approval of the Company which shall not be unreasonably withheld, and subject to it being permitted by the competent authorities, the Contractor shall be entitled to remove, dispose or jettison cargo, or parts of the Vessel or equipment from the Vessel if such action is considered by the Contractor to be reasonably necessary to perform the services under this Agreement.
The services shall be rendered under the principle of no cure, no pay.	5.4 The Company will provide the Contractor with such plans and drawings of the Vessel, cargo manifests, stowage plans, etc. as the Contractor may require.
The Contractor shall provide the Personnel, Craft and Equipment set out in Annex I of this Agreement which the Contractor deems necessary for the services based upon the Specifications, Condition and Position of the Vessel and Worksite set out in Boxes 4, 5 and 6.	6. Permits
The Contractor's Method of Work shall be as described in Annex II, utilising the Personnel, Craft and Equipment described in Annex I.	All necessary licenses, approvals, authorisations or permits required to undertake and complete the services without let or hindrance shall be obtained, maintained and paid for by the party identified in Box 9 of this Agreement. The other party shall provide the party identified in Box 9 of this Agreement with all reasonable assistance in connection with the obtaining of such licenses, approvals, authorisations or permits.
The Contractor shall consult with the Company if there is any need for substantial change in the Method of Work, and/or Personnel, Craft or Equipment. In the event that time does not permit such consultation, or agreement to the proposed change(s) is unreasonably withheld, then the Contractor may proceed with such change(s), subject to any necessary approval of the authorities. (See Clause 4 hereof).	7. Termination
3. Company Representative	7.1 The Company may terminate this Agreement at any time prior to commencement of mobilisation of either the Personnel or the Craft or the Equipment identified in Annex I, whichever may be the first, upon payment of the Cancellation Fee set out in Box 13.
If reasonably required by the Contractor a representative of the Company will be available during the operations with the full authority to act on behalf of the Company. The Company will use its best endeavours to provide all information required by the Contractor.	7.2 The Contractor, with the agreement of the Company, which shall not be unreasonably withheld, may terminate this Agreement without any further liability if completion of the services or any agreed change of work under Clause 4 hereof, utilising the Personnel, Craft and Equipment set out in Annex I, or any amendment thereto, becomes technically or physically impossible.
In addition, the Company will provide at its sole risk and expense sufficient officers or their equivalents, who are fully conversant with the cargo system and/or layout of the Vessel, and who should be in attendance when reasonably required during the operations in order to provide advice as and when requested by the Contractor.	8. Delivery
4. Change of Method of Work and/or Personnel, Craft and Equipment	8.1 The Vessel shall be accepted forthwith and taken over by the Company or its duly authorised representative at the place of delivery indicated in Box 8. References to delivery or the place of delivery shall include disposal or the place of disposal, if applicable.
4.1 The lump sum figure stated in Box 10 is based upon the Nature of the Services, as set out in Box 7, Personnel, Craft and Equipment, and Method of Work, as set out in Annexes I and II, and the Description, Specifications, Position, Condition of the Vessel and the Worksite, as set out in Boxes 4, 5 and 6.	The place of delivery shall always be safe and accessible for the Contractor's own or hired-in craft and the Vessel to enter and operate in and shall be a place where the Contractor is permitted by governmental or other authorities to deliver or dispose of the Vessel.
If before or during the operation, and without fault on the part of the Contractor, there is a substantial change in the work to be done under this Agreement, or in the Personnel, Craft and Equipment required to undertake the services due to:	In the event the Vessel is not accepted forthwith by the Company all costs incurred by the Contractor from the moment of tender for delivery shall be for the account of the Company. However, in the event that delivery is prevented or delayed by action of governmental or other authorities, even if outside the control of the Contractor, all costs necessarily incurred by the Contractor from the moment of the tender for delivery shall be for the account of the Contractor.
4.1.1 any misdescription by the Company or error in the specification provided by the Company, upon which the Contractor has relied, or,	8.2 If it is considered by the Contractor to be impossible or unsafe for the Vessel to be delivered or disposed of at the place indicated in Box 8, and the Company is unable to nominate an acceptable alternative place the Contractor is at liberty to deliver or dispose of the Vessel at the nearest place it can reach safely and without unreasonable delay, provided delivery or disposal at such place is permitted by governmental or other authorities, and such delivery or disposal shall be deemed a due fulfilment by the Contractor of this Agreement.
4.1.2 a material change in the position and/or condition of the Vessel or the worksite,	8.3 In the event the Vessel is delivered under the control of pumps and/or compressors or other equipment the Company shall with all due dispatch arrange for their own equipment and operators to replace the Contractor's equipment and operators.
the Contractor shall forthwith give notice in writing thereof to the Company and of the estimated additional costs to effect the services.	Until such replacement the Company shall pay the Contractor for the use of its equipment and operators at reasonable rates as from the day of delivery, until and including the day of arrival of the equipment and personnel at the Contractor's base, plus any additional costs relating thereto and incurred by the Contractor.
4.2 The parties shall, without delay, consult each other to reach agreement on the amount of the additional costs to be added to the lump sum. In the event that the parties are unable to reach agreement on the additional costs within 5 days of the Contractor providing details of the extra costs, either party may terminate the services under this Agreement, without prejudice to any claim the Contractor may have under Clause 4.1.1 above, provided always that such termination is permitted by the competent authorities. If permission to terminate is not given by the competent authorities, then the Contractor will continue to provide the services set out in Box 7, without prejudice to his claim for additional remuneration.	8.4 If the Company fails, on completion of the services, to take delivery of the Vessel within five (5) days of the Contractor tendering written notice of delivery, or if in the opinion of the Contractor the Vessel is likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of its value, the Contractor may, without prejudice to any other claims the Contractor may have against the Company, without notice and without any responsibility whatsoever attaching to the Contractor, sell or dispose of the Vessel and apply the proceeds of sale in reduction of the sums due to the Contractor from the
4.3 Alternatively the parties may by agreement refer the matter to Arbitration in accordance with the provisions of this Agreement for a decision by the Arbitrator on the reasonableness and quantum of such extra costs.	
In the event the matter is referred to Arbitration the Contractor will continue to provide the services set out in Box 7, without prejudice to his claim for additional remuneration.	
4.4 If, as a result of a material change in the position and/or condition of the Vessel, or the worksite, subsequent to entering into this Agreement, the services set out in Box 7 and Annex I become easier to perform in terms of personnel, craft and/or equipment requirements, then:	
4.4.1 the Company may, subject to the provisions of Clause 9.2 hereof, seek a reduction in respect of the monies payable pursuant to Clause 9.1 hereof;	
4.4.2 in the event of a failure to agree the amount of any such reduction, then such dispute shall be dealt with pursuant to the provisions of Clause 17 hereof.	

PART II

"Wreckfixed 99" International Wreck Removal and Marine Services Agreement (Fixed Price - "No Cure, No Pay")

refunded to the Company.	160	stores which are reasonably sacrificed during the disposal or	238
In the event that such sale or other disposal of the Vessel fails to raise	161	other operations on the Vessel), whether or not the same is due	239
sufficient net funds to pay the monies due to the Contractor under the	162	to breach of contract, negligence or any other fault on the part of	240
terms of this Agreement then the Company shall remain liable to the	163	the Company, its servants or agents.	241
Contractor for any such shortfall.	164	13.2.2 Neither the Contractor nor its servants or agents shall have any	242
8.5 Reference to delivery of the Vessel shall include parts of the Vessel	165	liability to the Company for loss or damage of whatsoever nature	243
and/or cargo and/or any other thing emanating from the Vessel and such	166	sustained by the Vessel, whether or not the same is due to	244
delivery may take place at different times and different places.	167	breach of contract, negligence or any other fault on the part of the	245
		Contractor, its servants or agents.	246
9. Price and Conditions of Payment	168	13.3 Save as otherwise expressly stipulated in this Agreement neither	247
9.1 The Company shall pay the Contractor for the services the sum set	169	the Contractor nor the Company shall be liable to the other party for loss	248
out in Box 10, (hereinafter called "the lump sum"), which amount shall be	170	of profit, loss of use, loss of production or any other indirect or	249
due and payable upon completion of the services as described in Box 7.	171	consequential damage for any reason whatsoever.	250
9.2 All monies due and payable to the Contractor under this	172		
Agreement shall be paid without any discount, deduction, set-off, lien,	173	14. Himalaya Clause	251
claim or counterclaim.	174	All exceptions, exemptions, defences, immunities, limitations of liability,	252
9.3 All payments to the Contractor shall be made in the currency and to	175	indemnities, privileges and conditions granted or provided by this	253
the bank account stipulated in Box 11.	176	Agreement for the benefit of the Contractor or the Company shall also	254
9.4 If any amount payable under this Agreement has not been paid	177	apply to and be for the benefit of their respective sub-contractors,	255
within seven (7) days of the due date, or if the security required in	178	operators, the Vessel's owners (if the Company is the demise/bareboat	256
accordance with Clause 12 is not provided within five (5) banking days	179	charterer), masters, officers and crews and to and be for the benefit of all	257
following the request by the Contractor, then at any time thereafter the	180	bodies corporate parent of, subsidiary to, affiliated with or under the	258
Contractor shall be entitled to terminate this Agreement without	181	same management as either of them, as well as all directors, officers,	259
prejudice to the sums already due to the Contractor and to any further	182	servants and agents of the same and to and be for the benefit of all	260
rights or remedies which the Contractor may have against the Company.	183	parties performing services within the scope of this Agreement for or on	261
Provided always that the Contractor shall give the Company at least	184	behalf of the Contractor or the Company as servants, agents and sub-	262
three (3) working days notice of its intention to exercise this right.	185	contractors of such parties. The Contractor or the Company shall be	263
		deemed to be acting as agent or trustee of and for the benefit of all such	264
10. Time of Payment and Interest	186	persons, entities and vessels set forth above but only for the limited	265
The Contractor shall promptly invoice the Company for all sums payable	187	purpose of contracting for the extension of such benefits to such	266
under this Agreement. If any sums which become due and payable are	188	persons, bodies and vessels.	267
not actually received by the Contractor within the period specified in Box	189		
12 they shall attract interest in accordance with the rate set out in Box 12.	190	15. Lien	268
		Without prejudice to any other rights which the Contractor may have,	269
11. Extra Costs	191	whether <i>in rem</i> or <i>in personam</i> , the Contractor shall be entitled to	270
The following expenses/costs shall be paid by the Contractor as and	192	exercise a possessory lien upon the Vessel in respect of any amount	271
when they fall due:	193	howsoever or whatsoever due to the Contractor under this Agreement	272
11.1 all port expenses, pilotage charges, harbour and canal dues and all	194	and shall for the purpose of exercising such possessory lien be entitled	273
other expenses of a similar nature levied upon or payable in respect of	195	to take and/or keep possession of the Vessel, provided always that the	274
the Vessel and the Contractor's owned or hired-in craft;	196	Company shall pay to the Contractor all costs and expenses howsoever	275
11.2 the costs of the services of any assisting tugs when reasonably	197	or whatsoever incurred by or on behalf of the Contractor in exercising	276
deemed necessary by the Contractor or prescribed by port or other	198	or attempting or preparing to exercise such lien.	277
authorities;	199		
11.3 all costs in connection with clearance, agency fees, visas,	200	16. Time for Suit	278
guarantees and all other expenses of such kind;	201	Any claim which may arise out of or in connection with this Agreement or	279
11.4 all taxes and social security charges, stamp duties, or other levies	202	any of the services performed hereunder shall be notified by telex,	280
payable in respect of or in connection with this Agreement, any import -	203	facsimile, cable or otherwise in writing to the party against whom such	281
export dues and customs or excise duties;	204	claim is made, within 12 months of completion or termination of the	282
11.5 all costs incurred due to requirements of governmental or other	205	services hereunder, or within 12 months of any claim by a third party,	283
authorities over and above those costs which would otherwise be	206	whichever is later. Any suit shall be brought within one year of the	284
reasonably incurred by the Contractor in the execution of the	207	notification to the party against whom the claim is made. If either of	285
Agreement.	208	these conditions is not complied with, the claim and all rights whatsoever	286
		and howsoever shall be absolutely barred and extinguished.	287
12. Security	209		
The Company shall provide on signing of this Agreement an irrevocable	210	17. Governing Law and Arbitration	288
and unconditional security in a form and amount as agreed between the	211	17.1 This Agreement shall be governed by and construed in accordance	289
parties.	212	with English law and any dispute arising out of this Agreement shall be	290
If required by the Contractor and also in the event that initially no security	213	referred to Arbitration in London in accordance with the Arbitration Act	291
is requested, the Company shall provide security or further security in a	214	1996 or any statutory modification or re-enactment thereof for the time	292
form and amount as agreed between the parties for all or part of any	215	being in force.	293
amount which may be or become due under this Agreement. Such	216	Any dispute arising hereunder shall be referred to the arbitrament of a	294
security shall be given on one or more occasions as and when required	217	sole Arbitrator, to be selected by the first party claiming arbitration from	295
by the Contractor.	218	the persons currently on the panel of Lloyd's Salvage Arbitrators with a	296
		right of appeal from an award made by the Arbitrator to either party by	297
13. Liabilities	219	notice in writing to the other within 28 days of the date of publication of	298
13.1.1 The Contractor will indemnify and hold the Company harmless in	220	the original Arbitrator's Award.	299
respect of any liability adjudged due or claim reasonably	221	The Arbitrator on appeal shall be the person currently acting as Lloyd's	300
compromised arising out of injury or death occurring during the	222	Appeal Arbitrator.	301
services hereunder to any of the following persons:	223	No suit shall be brought before another Tribunal, or in another	302
- any servant or agent of the Contractor	224	jurisdiction, except that either party shall have the option to bring	303
- any other person at or near the site of the operations for	225	proceedings to obtain conservative seizure or other similar remedy	304
whatever purpose on behalf or at the request of the Contractor.	226	against any assets owned by the other party in any state or jurisdiction	305
13.1.2 The Company will indemnify and hold the Contractor harmless in	227	where such assets may be found.	306
respect of any liability adjudged due or claim reasonably	228	Both the Arbitrator and Appeal Arbitrator shall have the same powers as	307
compromised arising from injury or death occurring during the	229	an Arbitrator and Appeal Arbitrator under LOF 1995 or any standard	308
services hereunder to any of the following persons:	230	revision thereof, including a power to order a payment on account of any	309
- any servant or agent of the Company.	231	monies due to the Contractor pending final determination of any dispute	310
- any other person at or near the site of the operations for	232	between the parties hereto.	311
whatever purpose on behalf or at the request of the Company.	233	17.2 Any dispute arising out of this Agreement shall be referred to	312
13.2.1 Neither the Company nor its servants or agents shall have any	234	Arbitration at the place indicated in Box 14, subject to the procedures	313
liability to the Contractor for loss or damage of whatsoever nature	235	applicable there. The laws of the place indicated in Box 14 shall govern	314
sustained by the Contractor's owned or hired-in craft or	236	this Agreement.	315
equipment, (excluding portable salvage equipment, materials or	237	17.3 If Box 14 is not filled in Clause 17.1 shall apply.	316

PART II

"Wreckfixed 99" International Wreck Removal and Marine Services Agreement (Fixed Price - "No Cure, No Pay")

**ANNEX I TO
INTERNATIONAL WRECK REMOVAL AND MARINE SERVICES AGREEMENT
(FIXED PRICE - "NO CURE, NO PAY")
CODE NAME: "WRECKFIXED 99"**

Dated:

Vessel:

Schedule of Personnel, Craft and Equipment (Cl. 2, 4.1, 4.4, 7.1 and 7.2)

**ANNEX II TO
INTERNATIONAL WRECK REMOVAL AND MARINE SERVICES AGREEMENT
(FIXED PRICE - "NO CURE, NO PAY")
CODE NAME: "WRECKFIXED 99"**

Dated:

Vessel:

Method of Work and Estimated Time Schedule (Cl. 2 and 4.1)