

ANNEX "A" (SPECIFICATION)
BIMCO STANDARD SHIP REPAIR CONTRACT
CODE NAME: REPAIRCON

Note: Annex "A" will either be the front sheet to whatever detailed technical specification has been developed and agreed between the Parties, or will be a list identifying by date and description the various documents and correspondence exchanged between the Parties which together comprise the Specification.

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**ANNEX "B" (WORK VARIATION FORM)
 BIMCO STANDARD SHIP REPAIR CONTRACT
 CODE NAME: REPAIRCON**

Vessel's Name:	WVF No.:	Date issued for Signature:
Description of Additional Works/Reductions:		
(a) Adjustment to Contract Price:	(b) Time for payment of Adjustment	(c) Adjustment to Contract Period
For Contractors Name: _____ Date: _____ Signature: _____		For Owners Name: _____ Date: _____ Signature: _____

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	reasonable access to any other premises or site where work is being carried out in connection with the Vessel.	137 138 139			Parties. The Contractors shall at their cost rectify any such defects and defaults before Redelivery, unless the Owners can agree that completion of certain of the Works can take place after Redelivery.	208 209 210 211
(b)	<u>Owners' Work</u>	140				
	Subject to prior written agreement with the Contractors, whose consent shall not be unreasonably withheld, the Owners, or the Master and crew, or any sub-contractor employed or engaged by the Owners, shall be entitled to carry out the Owners' own work on the Vessel, provided the Owners remain responsible for all of their actions and such work does not interfere with or delay the Works.	141 142 143 144 145 146 147 148	(iv)		Without prejudice to the provisions of Clause 7 (Guarantee), at the date of Redelivery a Protocol of Redelivery and Acceptance shall be signed between the Parties which shall identify any Works to be completed after Redelivery.	212 213 214 215 216
4.	Delivery, Redelivery and Acceptance of the Vessel	149				
(a)	<u>Delivery</u>	150				
(i)	The Vessel shall be delivered at a safe place nominated by the Contractors on the Delivery Date stated in Box 8 , safely afloat and, unless otherwise agreed, gas free and/or inerted, free of cargo, slops, sludge, dirty ballast and of any substances in the structure of the Vessel in way of the Works which are dangerous or harmful to health.	151 152 153 154 155 156 157	(ii)		Where a fixed price has not been quoted for any item in the Specification Works and/or Additional Works, the price shall be calculated by reference to the agreed Tariff, or if there is no agreed Tariff, reasonable rates applying in the location of the Contractors' Yard.	222 223 224 225 226 227
(ii)	The Owners shall keep the Contractors promptly advised of any changes to the Vessel's Delivery Date.	158				
(iii)	A Protocol of Delivery shall be signed by the Parties hereto confirming the time of Delivery.	159 160 161				
(b)	<u>Cancellation</u>	162				
(i)	<u>Contractors' Cancellation</u>	163				
	If, for any reason, the Vessel is not delivered to the Contractors on or before 1500 hours local time on the Cancellation Date stated in Box 9 , the Contractors shall have the right, exercisable no later than 1700 hours local time the same day, to cancel this Contract and to recover any costs and expenses which they have reasonably incurred in the performance of the Contract up to the date of cancellation (including sums payable to Sub-contractors provided they were incurred with the Owners' prior written agreement) to the extent that such sums are not otherwise excluded under this Contract, and thereafter the Parties' obligations under this Contract shall be at an end.	164 165 166 167 168 169 170 171 172 173 174 175 176 177	(iii)		If the payment terms agreed in Box 14 require interim payments prior to Redelivery and the Owners fail to pay any such sums on the dates agreed, the Owners shall pay interest at the rate stated in Box 17 on such outstanding sums. In the event that such sums (together with accrued interest) are not paid within 3 working days of their due date, the Contractors shall have the right to suspend work on this Contract without thereby incurring liability to the Owners until payment of outstanding sums (including accrued interest). The Contractors shall also have the right to recover from the Owners all direct and indirect costs arising from such suspension of work to the extent not otherwise contractually excluded.	239 240 241 242 243 244 245 246 247 248 249 250 251 252
(ii)	<u>Owners' Cancellation</u>	178				
	If, for any reason, the Contractors fail to commence the Works in accordance with the Specification within 48 hours of the date on which the Vessel is delivered in the condition stipulated in Clause 4(a)(i) (Delivery), the Owners shall have the right to cancel this Contract within 24 hours, whereupon the Owners shall be entitled to demand immediate redelivery of the Vessel without compensation to the Contractors, and to recover (A) any sums already paid to the Contractors together with interest at the rate stated in Box 17 , and (B) all other expenses which the Owners have reasonably incurred in connection with this Contract, to the extent that those sums are not otherwise excluded under this Contract, but in any event excluding the Owners' cost of taking the Vessel to the Contractors' Yard, and thereafter the Parties' obligations under this Contract shall be at an end.	179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194	(iv)		If the payment terms agreed in Box 14 require payments to be made after Redelivery and the Owners fail to make any such payments, the Owners shall pay interest at the rate stated in Box 17 and, failing payment of such outstanding sums (together with accrued interest) within 3 working days of their due date, any other payment instalments agreed to be payable at any later date shall become due immediately.	253 254 255 256 257 258 259 260 261
(c)	<u>Redelivery</u>	195				
(i)	Redelivery of the Vessel to the Owners shall take place within the Contract Period.	196 197				
(ii)	Without prejudice to Clause 7 (Guarantee), such inspections, tests and/or trials as are necessary for the purpose of determining whether the Vessel at Redelivery complies with the terms of this Contract shall be carried out prior to Redelivery in the presence of the Owners' Representative(s). The Contractors shall keep the Owners advised of progress and the expected dates for Redelivery and Completion.	198 199 200 201 202 203 204 205	(iii)		The Contractors shall be entitled to exercise a lien on the Vessel for all sums due to the Contractors on or before Redelivery.	262 263 264 265 266 267 268 269 270 271
(iii)	Defects and defaults in the performance of the Works, shall be listed in a protocol prepared by the	206 207				
5.	Financial Provisions	217				
(a)	<u>Price</u>	218				
(i)	The Contract Price, as stated in Box 10 , covers all items in the Specification Works for which a fixed price has been agreed.	219 220 221				
(ii)	Where a fixed price has not been quoted for any item in the Specification Works and/or Additional Works, the price shall be calculated by reference to the agreed Tariff, or if there is no agreed Tariff, reasonable rates applying in the location of the Contractors' Yard.	222 223 224 225 226 227				
(b)	<u>Payment</u>	228				
(i)	The Contract Price shall be payable by the Owners free of all taxes, bank charges, exchange control regulations and in the currency stated in Box 10 , in accordance with the payment terms agreed in Box 14 or, if no such terms are agreed, at Redelivery.	229 230 231 232 233	(ii)		Any part of the Contract Price due between Redelivery and Completion shall be payable in accordance with the payment terms agreed in Box 14 or, in the absence of such agreement, upon Completion.	234 235 236 237 238
(ii)	Any part of the Contract Price due between Redelivery and Completion shall be payable in accordance with the payment terms agreed in Box 14 or, in the absence of such agreement, upon Completion.	239				
(iii)	If the payment terms agreed in Box 14 require interim payments prior to Redelivery and the Owners fail to pay any such sums on the dates agreed, the Owners shall pay interest at the rate stated in Box 17 on such outstanding sums. In the event that such sums (together with accrued interest) are not paid within 3 working days of their due date, the Contractors shall have the right to suspend work on this Contract without thereby incurring liability to the Owners until payment of outstanding sums (including accrued interest). The Contractors shall also have the right to recover from the Owners all direct and indirect costs arising from such suspension of work to the extent not otherwise contractually excluded.	240 241 242 243 244 245 246 247 248 249 250 251 252	(iv)		If the payment terms agreed in Box 14 require payments to be made after Redelivery and the Owners fail to make any such payments, the Owners shall pay interest at the rate stated in Box 17 and, failing payment of such outstanding sums (together with accrued interest) within 3 working days of their due date, any other payment instalments agreed to be payable at any later date shall become due immediately.	253 254 255 256 257 258 259 260 261
(c)	<u>Title to the Vessel</u>	262				
(i)	Title to the Vessel shall remain at all times with the Owners.	263 264				
(ii)	Except as provided in Clause 5(c)(iii) , the Contractors shall not permit nor suffer any lien to be created on the Vessel as a consequence of their work or that of the Sub-contractors.	265 266 267 268				
(iii)	The Contractors shall be entitled to exercise a lien on the Vessel for all sums due to the Contractors on or before Redelivery.	269 270 271				
6.	Liquidated Damages, Liabilities and Indemnities	272				
(a)	<u>Liquidated Damages</u>	273				
	In the event that Redelivery is delayed beyond the Contract Period, the Contractors accept liability for liquidated damages in the sums stated in Box 16 for each day of delay, subject to any maximum amount stated in Box 16 , and subject always to the Contractors' Total Liability as stated in Box 15(a) .	274 275 276 277 278 279				
(b)	<u>Liabilities</u>	280				
(i)	<u>Liability for Loss or Damage</u>	281				

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	Contract shall constitute a waiver thereof or prevent the Parties from subsequently exercising any such rights or remedies in full.	578		Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	653
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(d)	<u>Entire Agreement</u>	581		In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	656
	This Contract constitutes the entire agreement between the Parties and no promise, undertaking, representation, warranty or statement by either party prior to the date of this Contract shall affect the Contract nor shall any modification of this Contract be of any effect unless in writing signed by or on behalf of the Parties.	582			657
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(e)	<u>Intellectual Property</u>	587	* (b)	This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	662
	(i) The Contractors have ownership of drawings, casting patterns, data regarding weights and volumes, information regarding prices and any other data which it has prepared or produced in connection with this Contract. The Owners may at all times use the same in subsequent work on the Vessel or sister vessels. Subject to payment of the copying expenses, the Owners may require the Contractors to supply copies of this material. The Contractors may not make any of this material available to third parties without the prior written consent of the Owners, such consent not to be unreasonably withheld where disclosure is necessary for the completion of the Works.	588			663
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	(ii) The Owners shall ensure that the manufacturing and/or supplying according to drawings, models or other instructions supplied by them shall not infringe any trade mark, patent or similar rights of third parties. Should claims nevertheless be made against the Contractors in this respect the Owners shall keep the Contractors indemnified against the cost to the Contractors of such claims, including any legal costs incurred by them in connection therewith.	602			677
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		606	* (c)	This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.	681
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	(iii) Except as provided for in Clause 11(e)(ii) , the Contractors hereby agree to indemnify the Owners against the cost to the Owners of any claims, including legal costs incurred by the Owners in connection therewith based on any alleged infringement of trademarks, patents or any other protected rights, arising out of or in any way related to the Contractors' performance of the Works.	611	(d)	Notwithstanding 12(a), 12(b) or 12(c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.	686
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(f)	<u>Scrap Materials</u>	619		In the case of a dispute in respect of which arbitration has been commenced under 12(a), 12(b) or 12(c) above, the following shall apply:	694
	Scrap metal materials removed from the Vessel pursuant to the Works shall become the Contractors' property except for propellers, tailshafts and heavy machinery parts.	620		(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.	695
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		622		(ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.	697
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12.	BIMCO Dispute Resolution Clause	624			699
* (a)	This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.	625			700
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(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration. (Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)	728 729 730 731 732 733 734	<i>indicate alternative agreed in Box 18.</i>	739
(e) If Box 18 in Part I is not appropriately filled in, clause 12(a) of this Clause shall apply. Clause 12(d) shall apply in all cases.	735 736 737	13. BIMCO Notices Clause	740
* Clauses 12(a), 12(b) and 12(c) are alternatives;	738	(a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Contract shall be in writing.	741 742 743
		(b) For the purposes of this Contract, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service.	744 745 746 747

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