

SONARDYNE

FIELD SERVICES-ADDITIONAL TERMS

1. Scope

These terms govern the supply by Sonardyne International Limited/ Sonardyne Asia Pte Ltd/ Sonardyne Inc/ or Sonardyne Brazil Ltda as applicable (“**Sonardyne**”), of its Engineers to provide offshore or additional engineering services and are additional to the services terms which also apply between the parties.

2. Travel

- 2.1 The Customer shall supply reasonable and necessary information, facilities and assistance to Sonardyne and to the Engineer in connection with the performance of the Services. If required, the Customer shall supply all assistance and information for Sonardyne to obtain invitation letters, visas and work permits necessary for the Engineer to provide the Services, or shall itself provide the same.
- 2.2 Sonardyne is not responsible for delays or changes in the location of the Customer’s vessel in respect of a previously agreed embarkation at an agreed location on an agreed date and any additional costs and expenses incurred as a result of such change shall be at the risk and expense of the Customer.
- 2.3 Sonardyne shall use reasonable endeavours to accommodate requested changes to the agreed location or date and time of embarkation and timing of the Services, subject to availability of suitably qualified engineers.
- 2.4 Travel days and days when the Engineer is prevented from working due to delays on site or getting to or from the vessel or site, unavailability of the Customer’s vessel, facilities or materials etc., will be charged at the applicable day rate. Chargeable days commence on the date the Engineer commences travel from his home base and ends on the date the Engineer arrives back at his home base.
- 2.5 At Sonardyne’s discretion depending on the overall travel time and the opportunity for the Engineer to recover before commencing the Services, Sonardyne may book a business class or equivalent flight.
- 2.6 Sonardyne will arrange international and domestic flights for Sonardyne personnel, unless otherwise agreed in writing. The Customer shall provide safe travel from an agreed point in country to the work site or vessel at its own cost.
- 2.7 Sonardyne will review travel advice from government, the World Health Organisation and other relevant organisations before confirming the provision of the Engineer and reserves the right to decline a service request based upon this advice and to suspend or cancel any order or contract should updated advice, or the evidence of the Engineer lead Sonardyne to the conclusion that the risks to its staff, whether of death, physical injury, of crime, corruption, exposure to illness or injury, kidnapping, ransom or otherwise, are such that it will not accept the continuation of the Services.
- 2.8 In advance of acceptance of any service request or travel, Sonardyne will also require knowledge of the Customer’s induction and/or “Meet and Greet” procedures for the Engineer, including arrangements for safety and security, for review prior to agreement of any service request. Sonardyne reserves the right to decline a service request or travel request if the procedures are not acceptable to Sonardyne. If adequate “Meet and Greet” provisions have not been agreed prior to the commencement of travel then Sonardyne shall have the right to delay travel of the Engineer and the commencement of the Services until there is agreement on these provisions.

3. Accommodation

- 3.1 The Customer shall provide accommodation and meals at the work site/on board, free of charge, including an appropriate sleeping place, bed and clean bed linen, adequate toilet and washing facilities, and adequate refreshments including drinking water and meals. The terms “appropriate” and “adequate” shall be judged by reference to standards normally applicable in Western Europe unless otherwise agreed.

4. Working Hours

- 4.1 If the Customer believes that repeated long hours will be required then it is its obligation prior to the commencement of the Services to request the appropriate number of Engineers and the Customer shall be responsible for any consequent delays, faults, errors and health and safety issues arising from lack of staff.

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- 4.2 In the interests of health and safety, the standard working day is no more than 12 hours. This may be exceeded in extreme circumstances at the discretion of the Engineer, but sufficient recovery time must be provided before the following shift commences. In exercising discretion the Engineer and Sonardyne shall have regard to the provisions of applicable law and health and safety provisions, including the Maritime Labour Convention relating to hours of work and rest. The Engineer and Sonardyne shall not be obliged to regard the economic considerations of the Customer as being extreme circumstances.

5. Repatriation

- 5.1 The Customer shall provide free of charge, emergency repatriation from a vessel or work site to a place of safety in the event of circumstances warranting emergency repatriation including without limitation damage or danger to the vessel or work site, sickness, injury, death, risk of infection, emergency, war, insurgency, civil unrest or natural disaster and shall perform such obligations to the fullest extent reasonably possible notwithstanding the existence of a Force Majeure Event.
- 5.2 In the case of the Engineer having a medical emergency on board a vessel or work site, then the Customer shall have the Engineer transferred from the vessel or work site to an agreed local hospital. Sonardyne will arrange any necessary emergency repatriation from the hospital back to the Engineer's home country.

6. General HSE and Working Conditions

- 6.1 Sonardyne Engineers are supplied with normal personal protective equipment, (safety boots, overalls, hard hats, gloves and eye protection). Additional protective and other equipment shall be supplied free of charge by the Customer.
- 6.2 If there is a requirement to enter confined spaces, carry out lone working, or work in abnormal environments then it is the Customer's responsibility to conduct the necessary risk assessment and to provide the required personal safety equipment and other control measures reasonably necessary to mitigate risks, including the provision of personal gas monitors and/ or forced air if the working environment is a confined space.
- 6.3 The Customer will follow the applicable legal standards and also internationally accepted recommended standards for industry, shipping and offshore working, with respect to health, safety and working conditions.
- 6.4 Engineers shall be authorised to refuse to or to stop work should they believe that their health and safety is being put in jeopardy due to any circumstances pertaining to the provision of the Services.

7. Additional Customer Responsibilities

The Customer shall be responsible for:

- 7.1 supplying a safe working environment and system of work at its work site;
- 7.2 treating the Engineer in no lesser way than it treats its own staff; and
- 7.3 complying with all applicable laws and regulations including those of the Maritime Labour Convention.

8. Communications and Sign off

- 8.1 Both Parties shall provide adequate and timely communication with the other.
- 8.2 On completion of the Services the Customer shall if requested, ensure that the report provided by the Engineer is signed off by or on behalf of the Customer without delay.

9. Bribery and Corruption

- 9.1 Neither party shall engage in any activity which could constitute bribery or corruption and shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010.

10. Flow down of Customer Responsibilities

- 10.1 Without affecting its liability to Sonardyne hereunder, the Customer shall ensure that all obligations on it which need to be flowed down to and carried out by the vessel owner/operator/shipyard or any third party on its behalf shall be performed adequately by such third party.