



BIMCO

NEWBUILDCON

STANDARD NEWBUILDING CONTRACT

PART I

Version 1.3

Printed by BIMCO's idea

Copyright Published by BIMCO, Copenhagen, 2007

1. Place and date of Contract (Cl. 3, Cl. 44(b), Cl. 47)

30th September 2016

2. Builder's name, full style address and contact details (Definitions)

Name: Remontowa Shipbuilding S.A.
Address: Swajska 8, 80-958 Gdask

Country: Poland
Phone/Fax: [REDACTED]
E-mail: [REDACTED]

Company registration No. KRS 0000038656

Additional names, addresses and contact numbers:

Name:
Address:

Country:
Phone/Fax:
E-mail:

Company registration No.

3. Buyer's name, full style address and contact details (Definitions)

Name: Transport for London
Address: Windsor House, 42-50 Victoria Street, London, SW1H 0TL

Country: United Kingdom
Phone/Fax: +44 203 054 4265
E-mail: [REDACTED]

Company registration No. N/A

Additional names, addresses and contact numbers:

Name:
Address:

Country:
Phone/Fax:
E-mail:

Company registration No.

4. Vessel description/type (Definitions, Cl. 2(b))

Two (2) Vehicle/Passenger Ferries

State vessel type:

- (i) Dry-bulk carrier
- (ii) Tanker
- (iii) Container vessel
- (iv) Other (state type): Vehicle/Passenger Ferries

A. Main dimensions (of each Vessel) (Cl. 2(b))

- (i) LOA (m): 62.3
- (ii) Length between perpendiculars (m): 60.0
- (iii) Deadweight capacity DWT (mts): 607
- (iv) Mean draft in salt/fresh water density (1m³): 1.8 metres

B1 Cargo capacity (Cl. 2(b)(v) and Cl. 11):

- (i) Cubic capacity: 210 lane metres
- (ii) Bale capacity:
- (iii) Grain capacity:

B2 TEU-carrying capacity (only if applicable) (state number of containers):

- (i) Total on deck
 - a— 20' HQ 45' TEU
 - b— No. of reefers
- (ii) Total under-deck
 - a— 20' HQ 45' TEU
 - b— No. of reefers
- (iii) No. of TEU homogeneous loaded at 14 mts

C. Main engine(s): (Cl. 2(b)(vi), Cl. 2(b)(vii) and Cl. 9)

- (i) Make/Type:
- (ii) Max. Continuous Rating (MCR) (Horsepower at MCR):
- (iii) RPM at MCR:
- (iv) Specific Fuel Oil Consumption at MCR:
- (v) Normal Continuous Rating (NCR):
- (vi) RPM at NCR:
- (vii) Type of fuel and specification (including Calorific Value/Heating):

Version 1.3

Printed by BIMCO's idea

Copyright Published by BIMCO, Copenhagen, 2007

<p>D. Average speed (Cl. 2(b)(ii) and Cl. 8)</p> <p>(i) Service speed at design draft (m); (ii) Min. number of knots: 8.5 (iii) Engine output (kilowatts at MCR); (iv) Percentage of engine's max. continuous power/sea margin; (v) RPM.</p>	<p>E. Other matters (optional)(state any other technical requirements for the particular vessel type)(Cl. 2(b)(vi) and Cl. 12)</p> <p>Emissions: Each Vessel's propulsion emissions to comply with IMO MARPOL Annex VI Regulation 13 Tier II and Regulation 14 and European emissions standards for Inland Waterways EU Directive 204/26EC Stage 3A.</p>		
<p>5. Shipyard(s) (if different from Box 2) (Full style address and contact details) (Definitions)</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Name: Address:</p> <p>Country: Phone/Fax: E-mail:</p> <p>Additional names, addresses and contact numbers:</p> <p>Name: Address:</p> <p>Country: Phone/Fax: E-mail:</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Name: Address:</p> <p>Country: Phone/Fax: E-mail:</p> <p>Additional names, addresses and contact numbers:</p> <p>Name: Address:</p> <p>Country: Phone/Fax: E-mail:</p> </td> </tr> </table>		<p>Name: Address:</p> <p>Country: Phone/Fax: E-mail:</p> <p>Additional names, addresses and contact numbers:</p> <p>Name: Address:</p> <p>Country: Phone/Fax: E-mail:</p>	<p>Name: Address:</p> <p>Country: Phone/Fax: E-mail:</p> <p>Additional names, addresses and contact numbers:</p> <p>Name: Address:</p> <p>Country: Phone/Fax: E-mail:</p>
<p>Name: Address:</p> <p>Country: Phone/Fax: E-mail:</p> <p>Additional names, addresses and contact numbers:</p> <p>Name: Address:</p> <p>Country: Phone/Fax: E-mail:</p>	<p>Name: Address:</p> <p>Country: Phone/Fax: E-mail:</p> <p>Additional names, addresses and contact numbers:</p> <p>Name: Address:</p> <p>Country: Phone/Fax: E-mail:</p>		
<p>6. Builder's Hull Numbers (Definitions, Cl. 2(a))</p> <p>B617/I and B617/2</p>	<p>7. Flag State (Definitions)</p> <p>United Kingdom, MCA Domestic passenger ferries to comply with MSN 1023 (M) operating solely in United Kingdom categorised waters.</p>		
<p>8. Classification Society/Class Notation (Definitions, Cl. 3)</p> <p>Lloyd's Register of Shipping/100A1 Passenger/Vehicle Ferry, (Woolwich Service) LMC</p>	<p>9. Contract Price and Currency (Definitions, Cl. 7)</p> <p>(a) [REDACTED] (b) Currency Euros (€)</p>		
<p>10. Contractual Date of Delivery (Definitions, Cl. 14(c)(iii)(1))</p> <p>7th October 2018</p>	<p>11. Payment Amounts and Time Due (Definitions, Cl. 7, Cl. 15, Cl. 59(c))</p> <p>1st Instalment (see Cl. 15(a)(i)) 20% of the Contract Price as per Clause 15(a)(i) (to be paid in Euros) [REDACTED]</p> <p>2nd Instalment and time due 25% of the Contract Price (to be paid in Euros) upon the commencement of hull building or steel cutting for the first Vessel.</p> <p>3rd Instalment and time due 25% of the Contract Price (to be paid in Euros) upon completion of construction of hull to deck levels on both Vessels (including tightness testing).</p> <p>4th Instalment and time due 20% of the Contract Price (to be paid in Euros) upon the completion of Sea Trials on, and the acceptance by the Buyer of, both Vessels in accordance with Clause 27.</p> <p>Final Instalment (see Cl. 15(a)(v)) 10% of the Contract Price (to be paid in Euros) upon delivery of the Vessels.</p>		
<p>12. Builder's Bank Account Details (Cl. 15(a))</p> <p>Name: Societe Generale S.A. Oddzial w Polsce Address: Marszałkowska 111, 00-102 Warsaw</p> <p>Country: Poland Phone/Fax: +48 22 528 4000 / +48 22 528 4013 E-mail: pl-sgv-foreign-trade@sgcb.com Sort code: See Clause 56 Account number: See Clause 56 Account name: See Clause 56 IBAN: See Clause 56 Swift: SOGEPLPW</p>			
<p>13. Speed Deficiency (Cl. 8, Cl. 39(a)(v))</p> <p>(i) [REDACTED] (ii) [REDACTED]</p>			

Signature (Builder)	Signature 
---------------------	--

Version 1.3

Printed by BIMCO's idea

Copyright Published by BIMCO, Copenhagen, 2007



NEWBUILDCON - Standard Newbuilding Contract - PART II

LIST OF CLAUSES

v1.31

DEFINITIONS INTERPRETATION OVERARCHING PARAGRAPH

SECTION 1 – VESSEL

1. Builder's and Buyer's obligations
2. Description
3. Classification, Rules and Regulations
4. IMO Hazardous Materials Inventory
5. Protective Coatings
6. Source of Origin

SECTION 2 – FINANCIAL

7. Contract Price
8. Speed Deficiency
9. Excessive Fuel Consumption
10. Deadweight Deficiency
11. Cubic Capacity Deficiency
12. Other Deficiencies (optional Clause)
13. Late Delivery for non-permissible delays
14. Guarantees
 - (a) Buyer's Instalment/Performance Guarantee
 - (b) Builder's Refund Guarantee
 - (c) Guarantee Compliance and Expiry
15. Payments
 - (a) Instalments
 - (b) Payment for Modifications and other items
 - (c) Payment of Liquidated Damages
 - (d) Payment Procedures
16. Taxes, duties, stamps, dues and fees
17. Right to set-off
18. Interest

SECTION 3 – PRODUCTION

19. Sub-contracting
20. Approvals
21. Buyer's Supplies
 - (a) Buyer
 - (b) Builder
22. Buyer's Representative, Assistants, Officers and Crew
23. Inspections, Tests and Trials
24. Modifications and Changes
25. Builder's Modifications and Substitution of Materials
26. Changes in Rules and Regulations
27. Sea Trials
 - (a) Notice
 - (b) Weather Conditions
 - (c) Conduct of the Sea Trials
 - (d) Method of Acceptance or Rejection

SECTION 4 – DELIVERY

28. Delivery
29. Documents on Delivery
30. Final Instalment
31. Title and Risk
32. Possession and Removal of the Vessel
33. Vessel Registration

SECTION 5 – LEGAL

34. Permissible Delays
35. Builder's Guarantee
36. Guarantee Engineer
37. Responsibilities and exclusions from liabilities
Builder's exclusion Clauses

- (a) Liability for Defects discovered before or at the time of delivery.
- (b) Liability for Defects discovered after delivery
- (c) Liability for third party replacement or repair
- (d) Implied terms
Mutual exclusion Clauses
- (e) Liability following termination
Responsibility Clauses
- (f) Responsibility for death and personal injury
- (g) Responsibility for damage to or loss of property

38. Insurances

- (a) Builder's Insurances
- (b) Allocation of Insurance Proceeds

39. Suspension and Termination

- (a) *Builder's Default Buyer's Termination*
 - (b) Builder's Termination
 - (c) Suspension of Work
 - (d) *Deemed Insolvency*
 - (e) Effect of *Builder's Default Buyer's Termination*
 - (f) Effect of Builder's Termination
40. Copyrights, Trade Marks and Patents
 41. Governing law
 42. Dispute Resolution
 - (a) Classification/Regulatory Authorities
 - (b) Expert determination
 - (c) Arbitration and Mediation

SECTION 6 – SUNDRY

43. Notices
44. Effective date of Contract
45. Assignment
 - (a) Builder's assignment
 - (b) Buyer's assignment
46. *Options*
47. Entire Agreement
48. Third party rights
49. *Corrupt Gifts and Payment of Commission*
50. Confidentiality and Announcements
51. *Freedom of Information and Transparency*
52. *Timber Standards*
53. *Ethical Sourcing*
54. *Delivery Acceptance Trials*
55. *Technical Support Agreement*
56. *Builder's Bank Account Details*
- 48, 57. *Counterparts*

ANNEXES

ANNEX "A" – (GUARANTEES)

ANNEX "B" – (SPECIFICATION)

ANNEX "C" – (MAKER'S LIST)

ANNEX "C" – (TIMBER STANDARDS APPENDIX)

ANNEX "D" – (ETHICAL SOURCING APPENDIX)

ANNEX "E" – (CLASSIFICATION SOCIETY MILESTONE CERTIFICATE)

ANNEX "F" – (DELIVERY OF INCOMPLETE VESSELS)

DEFINITIONS	1
In this Contract:	2
"Banking Day" means a day on which banks are open in the places stated in Box 2 and Box 3 and, where a remittance is in US dollars, in New York.	3 4
"Brexit Date" means the date on which the United Kingdom ceases to be a member of the European Union.	5
"Brexit Referendum" means the United Kingdom's referendum held on 23 June 2016 regarding the United Kingdom's European Union membership.	
"Builder" means the company or companies stated in Box 2 , organised and existing under the laws of the country or countries stated in Box 2 having their principal office at the address stated in Box 2 and including their personnel. If more than one company is stated in Box 2 then they shall be jointly and severally liable.	6 7 8
"Buyer" means the company or companies stated in Box 3 , organised and existing under the laws of the country or countries stated in Box 3 having their principal office at the address stated in Box 3 and including their personnel.	9 10 11
"Buyer Group" means the Buyer in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time and reference to any member of the Buyer Group shall refer to the Buyer and/or any such subsidiary.	12
"Buyer's Representative" means the named representative of the Buyer who may be present at the Shipyard throughout the construction of the Vessels.	13
"Buyer's Supplies" means all of the items to be provided for the Vessels by the Buyer in accordance with the Specification at its own risk, cost and expense.	14 15
"Classification Society" means the classification society stated in Box 8 .	16
"Confidential Information" means all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Buyer (or any member of the Buyer Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Buyer Group;	17
"Contract Price" means the amount stated in Box 9 as may be adjusted in accordance with the terms of this Contract.	18
"Contract" means this BIMCO Standard Newbuilding Contract consisting of Part I including additional Clauses, if any agreed, and Part II as well as any Annexes (including the Specification and Maker's List) and Plans and Drawings attached hereto.	19 20 21
"Contract Information" means (i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from any invoices submitted by the Builder pursuant to the Contract which shall consist of the Builder's name, the expenditure	

JFS