



Shiprepairers - Underwater cleaning - Engineering

N.V. CURAÇAOSE DOK MAATSCHAPPIJ

CURACAO DRYDOCK COMPANY INC.

Curaçao, March 30th, 1972

YOUR REF.:

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To our Guests attending the
inaugural opening of the 120.000 d.w.t. dock.

1. Invitation.

We were pleased to send you a few days ago an invitation to attend the ceremonial opening of our new drydock

on 8th April, 1972
with the request to be seated at
the grandstand at 08.45 a.m.
at the latest.

2. Acceptance.

It would afford us great pleasure if you would accept our invitation and in this case we should like to give you the following traffic and parking advices.

3. Traffic.

The Traffic Police Authorities of Curaçao have requested us to tell you that when approaching the Curaçao Drydock Comp. from the direction of the roundabout BIESHEUVEL and driving on the RIJKSEENHEIDSBULEVARD you should keep the LEFT lane and take no notice of any signs, boards or signals to the contrary.

When approaching the entrance of C.D.M. you will be guided into the RIGHT lane.

General Conditions for Drydocking and Governing the Execution of Work.

Deposited at the Office of the Court of Justice of the Netherlands Antilles at Willemstad, Curaçao on the tenth of December 1970 by the N.V. Curaçaoese Dok Maatschappij (Curaçao Drydock Company Inc.) hereinafter called "THE CONTRACTOR".

1. The rates charged or quoted by the Contractor are upon the express condition that the person with whom the Agreement is made is either the Owner or the authorized agent of the Owner of the vessel and accepts these Conditions for himself and all other interested parties (hereinafter called "THE CUSTOMER"). All quotations by the Contractor are made subject to the right to withdraw the quotation at any time before acceptance is received by the Contractor. The Contractor's prices are based on the cost of labour, materials and services ruling at the date of issue of the Contractor's quotation, and if by reason of any increase therein before completion of the work the actual cost to the Contractor shall be increased the contract price shall be adjusted accordingly.
2. These Conditions shall apply to all work materials and services executed supplied or rendered by the Contractor and no different conditions can be introduced in any way whatsoever except by mutual agreement confirmed by an Officer of the Contractor in writing. Any stipulations to the contrary which may appear on the orders from the Customer are to be considered null and void.
3. If in the Agreement between the parties no detailed written description is given of the work to be performed and/or of the materials to be supplied all work performed and materials supplied without immediate protest of the Customer shall be deemed to have been agreed upon.
4. The master shall bring his vessel to the entrance of the dock and during the docking, lifting and refloating shall render to the Dock Master all assistance required of him.
Previously to entering the dock the vessel shall be trimmed perfectly upright and as nearly on even keel as possible with anchors safely secured. No vessel shall be docked or undocked after 6 p.m. except in case of emergency, and then solely at the discretion of the Contractor and at the sole risk of the Customer.
5. An Agreement on docking applies subject to the restriction that the dock may be occupied by compulsory docking in progress. The Contractor is entitled to give docking priority to ships in distress.
6. While in dock no refuse of any kind or water shall be thrown or put overboard. No stores, bilgeblocks, keel blocks or any weights in the ship shall be brought in, fitted or removed without permission of the Dock Master. Every vessel in dock shall keep a good night watch and provide suitable lights at the gang-way.
7. All vessels shall be equipped with suitable fire fighting appliances. Should any repairs be required to a vessel burning oil fuel, a certificate of a competent chemist shall be produced stating that any spaces where oil fuel, or inflammable or poisonous gases have been stored or could accumulate are gas free and safe for workmen to be employed. The Customer hereby holds harmless and agrees to indemnify the Contractor against any losses and claims of whatsoever nature which may arise out of or in consequence of such spaces not being gas free and safe for workmen to be employed.
8. All vessels are repaired, hauled up, moved, drydocked, lifted, refloated, berthed, moored and launched at the sole risk of the Customer. The risk of damage caused by "force majeure" to the Customer, to the Contractor or to a third party, incurred in connection with the execution of the contract, shall be for account of the Customer. The term "force majeure" shall include all causes of whatsoever nature for which the Contractor is not responsible.
9. In these Conditions the word "damage" shall comprise all damage of whatever nature or cause, direct or indirect, approximate or consequential, whether consisting of injury, material damage, loss, delay, detention, misdelivery, costs, expenses, loss of time, use or income, or of any other description.
In these Conditions the word "liability" shall comprise all contractual and legal liability, including liability on tort or quasi-contract.
10. All liability of the Contractor and his personnel as against the Customer or a third party, for damage incurred in connection with the contract, the execution of the work, the rendering of services, the supplying of materials, and the performing by Contractor of his obligations in pursuance of the contract or his failure to do so, is completely excluded in so far as such exclusion is legally permissible. Such liability — including liability for damage suffered by the Contractor himself or by a third party — shall be for account of the Customer.
11. The Customer agrees to hold the Contractor his personnel and sub-contractors, harmless against third parties and to indemnify them against claims, demands and proceedings for damages, for which Contractor's liability is excluded.
12. Any liability of the Contractor for the work executed by him shall in any event cease on delivery of the said object to the Customer. Delivery of the object to the Customer shall not be implied but require the express consent of the Contractor.
13. The Contractor has the right to exercise a general lien upon any vessel and/or her gear and equipment (being a right to retain same in Contractor's possession) whilst in or upon Contractor's premises or afloat at mooring or in general whilst the vessel and/or her gear and equipment have not yet been delivered to the Customer, until such time as any moneys due to the Contractor from the Customer in respect of such vessel and/or her gear and equipment shall be paid.
14. Time specified in the Agreement for delivery or completion of work must be considered purely indicative. In no case whatsoever shall any delay give rise to indemnity or cancellation of the Agreement.
15. All old material shall be the Contractor's property.
16. The Customer will if required pay each month the value of the work executed to date less previous payments on account. The balance shall be due on completion of the work and before the vessel leaves the Contractor's premises.
17. If the Agreement becomes impossible of performance or is otherwise frustrated the Customer shall pay to the Contractor the amount by which the actual cost of work done and materials purchased before the time of discharge exceeds the aggregate of all sums paid by the Customer to the Contractor hereunder before the time of discharge.
18. The cost of dismantling transporting removing and fitting in place again any defective work or supply are for the account of the Customer. In particular, if any of the work carried out is destroyed or damaged but the Agreement has not become impossible of performance and is not otherwise frustrated the Customer shall pay to the Contractor in addition to the price quoted or amount which would otherwise be payable the actual cost of making good such destruction or damage.
19. In the event of late payment interest at the rate of 8 per cent per annum shall automatically be due as from the date of completion of the work.

Note: Having regard to the above conditions the Customer and/or Owner of the vessel is reminded that the insurance on the vessel should be maintained during the currency of the Agreement.

4. Congestion.

As we are situated on an island and only one narrow bridge gives access to our premises we are afraid that serious traffic jams are inevitable.

THERE IS NO OTHER CHOICE BUT TO ASK YOU TO COME AS EARLY AS POSSIBLE, WHICH MEANS BETWEEN 07.30 and 08.30 (the earlier the better).

5. Parking instructions.

You will find enclosed a parking card marked A and another card marked B.

A. If you have a chauffeur-driven automobile and the driver stays with the car please attach card A on the left inside of the windshield where it is clearly visible.

In this case your driver should park the car in the area A which will be clearly indicated.

After the ceremonial opening you can either walk to your car or your chauffeur can drive up to the grandstand.

In the latter case kindly have your driver follow the order of protocol.

B. If you drive the car yourself please attach card B on the left inside of the windshield where it is clearly visible.

Our company-police will direct you to the area marked B where you can park your car and which is only two minutes' walking distance from the grandstand.

6. Grandstand.

After parking your car please proceed to the grandstand where you will be shown to your seats by a C.D.M. representative who will also hand you a program of the events.

7. You are very welcome.

Every possible measure has been taken to facilitate parking and an easy flow of traffic. If there is any inconvenience please forgive us but we do hope that you will have a pleasant time as our guests at this ceremonial opening.

A final word: Reckon that the official part of the ceremony will be over by 10.15 a.m.

We look forward to seeing you!

N. V. CURAÇAOSE DOK MAATSCHAPPIJ.

Encl.