

We look to both Vessel and Owners for Payment of this Bill.

(L/L/7)

Newport News, Virginia, April 26, 1977.

S.S. EXXON WASHINGTON and Owners.

Bill No. 4177

Exxon Company, USA

Marine Division

P.O. Box 1512, Houston, Texas 77001 Attn: Mr. Harvey J. Borgen

Checked By

To **Newport News Shipbuilding and Dry Dock Company** Dr.

J.O. 685

Product E

Sailing Date - 10/15/76

Accomplishment of work on the S.S. EXXON WASHINGTON

at this Plant as detailed in attached Customer's Order

No. 685-E dated November 17, 1976

For the sum of----- \$1,328,010.00

NEWPORT NEWS SHIPBUILDING AND DRY DOCK COMPANY

A TENNECO COMPANY

UNLESS OTHERWISE STATED HEREIN, ALL TENDERS ARE SUBJECT TO IMMEDIATE ACCEPTANCE. QUOTATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. ALL AGREEMENTS AS TO TIME OF COMPLETION ARE MADE CONTINGENT UPON STRIKES, LABOR DIFFICULTIES, FIRE, ACCIDENTS, DELAYS IN DELIVERY OF MATERIAL AND/OR CAUSES OF ANY KIND BEYOND OUR CONTROL. FOR PAYMENT FOR ANY WORK DONE OR MATERIALS SUPPLIED HEREUNDER, WHETHER AUTHORIZED ORALLY, BY LETTER, OR WRITTEN CONTRACT, WE LOOK TO BOTH VESSEL AND OWNER. WE ALLOW NO DISCOUNTS AND BILLS ARE PAYABLE WHEN RENDERED. IN CASE OF DEFECTIVE WORKMANSHIP OR MATERIAL, OUR LIABILITY IS LIMITED STRICTLY TO THE CORRECTION OF SUCH DEFECTS DISCOVERED AND REPORTED TO US IN WRITING WITHIN THIRTY (30) DAYS FROM THE COMPLETION OF THE WORK.

WE UNDERTAKE TO PERFORM WORK ON, AND DRY DOCK VESSELS AND PROVIDE BERTH, WHARFAGE, TOWAGE AND OTHER SERVICE AND FACILITIES, ONLY UPON CONDITION (1) THAT NO LIABILITY SHALL ATTACH TO US FOR CONSEQUENTIAL OR CONTINGENT DAMAGES; (2) THAT WE SHALL NOT BE LIABLE IN RESPECT TO ANY ONE VESSEL, DIRECTLY OR INDIRECTLY IN CONTRACT, TORT OR OTHERWISE, TO ITS OWNERS, CHARTERERS OR UNDERWRITERS FOR ANY INJURY TO SUCH VESSEL, ITS CARGO, EQUIPMENT OR MOVABLE STORES, OR FOR ANY CONSEQUENCES THEREOF, UNLESS SUCH INJURY IS CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AND (3) THAT IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO ALL SUCH PARTIES IN INTEREST FOR DAMAGES SUSTAINED BY THEM, AS A RESULT OF SUCH INJURY AND/OR DAMAGES, EXCEED THE SUM OF THREE HUNDRED THOUSAND DOLLARS (\$300,000.00).

WE WILL ACCEPT VESSELS FOR REPAIRS ON A DIFFERENT BASIS WITH MORE EXTENSIVE LIABILITIES THAN HEREINBEFORE SET FORTH, BUT ONLY UPON THE OWNER DECLARING THE VALUE OF SUCH VESSELS AND SPECIFYING THE DESIRED INCREASED LIABILITY IN ADVANCE OF DELIVERY OF THE VESSEL TO US, TOGETHER WITH AN AGREEMENT TO PAY AN ADDITIONAL CHARGE OVER AND ABOVE THE USUAL CHARGES FOR REPAIR, WHARFAGE AND DRY DOCKING SUFFICIENT TO COVER THE COST OF INSURANCE EQUAL TO SUCH DECLARED RISK AND UNLESS THE OWNER DOES SPECIFY IN ADVANCE AND MAKE PROVISION FOR PAYMENT OF ADDITIONAL INSURANCE, THE DELIVERY OF THE VESSEL OR MAKING THE VESSEL AVAILABLE TO US FOR REPAIRS SHALL BE DEEMED AN ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THE PRECEDING PARAGRAPH.

PLEASE NOTE THAT WE DO NOT AGREE TO THE ACCIDENT AND/OR INDEMNITY AND/OR INSURANCE PROVISIONS, IF ANY, CONTAINED IN YOUR INVITATION AND/OR SPECIFICATIONS, RELATING TO LIABILITY FOR DEATH OR PERSONAL INJURY, AND THAT IN SUCH CASES WE ACCEPT ONLY SUCH LIABILITY AS IS IMPOSED UPON US BY LAW.

CUSTOMER'S ORDER

No. 685-E

Newport News, Virginia, November 17, 1976

Newport News Shipbuilding and Dry Dock Company:

Subject to the conditions printed hereon, please furnish the following for
S.S. EXXON WASHINGTON

Exxon Company, U.S.A., P. O. Box 1512, Houston, Texas 77001

By Contract \$.....

By Dry Dock

Length 685'-0"
Breadth 93'-0"
Depth 48.58'
Gross Tons 23,762

Vessel Arrived : September 15, 1976 @ 1210 hours
Vessel In Dry Dock : October 3, 1976 @ 1640 hours
Vessel Out Dry Dock: October 9, 1976 @ 0805 hours
Vessel Sailed : October 15, 1976 @ 0812 hours

\$ 1. STORAGE SPECIFICATION - TAGGING VALVES & MACHINERY PARTS

N.C.

All valves and machinery parts removed from their respective locations and replaced with new or reconditioned valves or other machinery parts are to be tagged and secured in midship house square, noting service and location from which they were removed and specifying reason unless otherwise directed.

Orders for account of vessel and owners must be signed by Managing Owner, Ship's Husband, Master, or any person to whom the management of the vessel at the port of supply is entrusted.

Accepted:

(Signature)

(Title)

Newport News Shipbuilding and Dry Dock Company
By—