

INVOICE

NEWPORT NEWS SHIPBUILDING AND DRY DOCK COMPANY

NN 4276

EXXON Company, U.S.A. Marine Division Attn: Mr. H. P. Leyendecker P. O. Box 1512 Houston, Texas 77001 We look to both Vessel and Owners for payment of this bill.	YOUR CONTRACT/ORDER NO.	
	NN INVOICE NO. 8137	TERMS: Net
	INVOICE DATE August 16, 1979	NN ORDER NO. 858-E

MAKE PAYMENT TO: NEWPORT NEWS SHIPBUILDING & DRY DOCK COMPANY
P.O. BOX 6356, CHURCH STREET STATION, NEW YORK, N.Y. 10249

Accomplishment of work as detailed in the
attached copy of Job Order 858-E, dated
August 13, 1979.

For the sum of ----- \$70,473.00

copy

Approved on 8/21/79

ORDER COMPLETE

EXX-MOR-010844

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. 858-E

Newport News, Virginia, August 13, 1979

Newport News Shipbuilding and Dry Dock Company:

Subject to the conditions printed hereon, please furnish the following for

S.S. EXXON BOSTON

Exxon Company, U.S.A., Marine Division, P.O. Box 1512, Houston, TX 77001

By Contract \$..... Attn: Mr. H. P. Leyendecker

By Day Work

OWNERS REPAIRS

The S.S. EXXON BOSTON was scheduled for repairs in our yard in November 1978. Job orders were issued and preliminary planning, construction of sewage tanks, construction of galley conversion items had been commenced, and placement of purchase orders for galley items had been placed when all work was cancelled by Exxon Company.

The following are items requiring time and material prior to the vessel's cancellation.

\$ 190.00	1. <u>LINES AND GANGWAYS</u>
	Prepared pier with gangway, safety rails, lights, and other required material prior to cancellation.

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:

Newport News Shipbuilding and Dry Dock Company
By—

(Signature)

(Title)

NEWPORT NEWS SHIPBUILDING AND DRY DOCK COMPANY

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Exxon Company, USA, Marine Division, P.O. Box 1512, Houston, TX 77001

By Contract \$.....

By Day Work

- | | | |
|-------------|----|--|
| \$ 163.00 | 2. | <u>SHORE POWER</u>
Furnished services of fork lift to move in place necessary equipment to secure shore power upon arrival. |
| \$50,671.00 | 3. | <u>GALLEY CONVERSION</u>
Placed purchase orders to Jamestown Metal and made preliminary plans prior to vessel's cancellation. |
| \$17,378.00 | 4. | <u>SEWAGE RETENTION</u>
Preliminary planning, construction and alterations were completed prior to shipping sewage retention tanks to Tampa, Florida. |
| \$ 2,071.00 | 5. | <u>FREIGHT IN AND OUT</u>
Furnished labor and material to receive, store and forward materials as directed by Exxon. |

ALL FOR THE SUM OF \$70,473.00

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:

Newport News Shipbuilding and Dry Dock Company

By JM Allen For E B Adams Jr.