

NEWPORT NEWS SHIPBUILDING AND DRY DOCK COMPANY

NEWPORT NEWS, VIRGINIA 23607

PHONE 804-380-2000



September 29, 1978

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 FURNISHED, 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. THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WORKMANLIKE SERVICE.

WE UNDERTAKE TO PERFORM WORK ON, AND DRY DOCK VESSELS AND PROVIDE BERTH, WHARFAGE, TOWAGE AND OTHER SERVICE AND FACILITIES, ONLY UPON CONDITIONS (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 SOLE NEGLIGENCE OR THE SOLE 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, WHETHER SUCH INJURY AND/OR DAMAGES ARE INCURRED PRIOR TO OR AFTER COMPLETION OF THE WORK, EXCEED THE SUM OF THREE HUNDRED THOUSAND DOLLARS (\$300,000.00).

WE SHALL NOT BE LIABLE FOR PERSONAL INJURY, INCLUDING DEATH, OR FOR INJURY TO PROPERTY OF THIRD PARTIES, UNLESS SUCH INJURY IS CAUSED BY OUR SOLE NEGLIGENCE OR THE SOLE NEGLIGENCE OF OUR EMPLOYEES.

THE VESSEL, ITS OWNER, AND ALL PARTIES IN INTEREST, SHALL INDEMNIFY AND HOLD US HARMLESS FROM ANY AND ALL LIABILITY ARISING UNDER ANY AIR OR WATER QUALITY STATUTE OR REGULATION FOR POLLUTION ATTRIBUTABLE TO THE VESSEL UNLESS THE SAME SHALL BE CAUSED BY OUR SOLE NEGLIGENCE OR THE SOLE NEGLIGENCE OF OUR EMPLOYEES.

WE WILL ACCEPT VESSELS FOR REPAIRS ON A DIFFERENT BASIS WITH MORE EXTENSIVE LIABILITIES THAN HEREINBEFORE SET FORTH, BUT ONLY UPON WRITTEN AGREEMENT IN WHICH THE OWNER DECLARES THE VALUE OF SUCH VESSELS AND SPECIFIES THE DESIRED INCREASED LIABILITY IN ADVANCE OF DELIVERY OF THE VESSEL TO US AND AGREES TO PAY AN ADDITIONAL CHARGE OVER AND ABOVE THE USUAL CHARGES FOR REPAIR, WHARFAGE AND DRYDOCKING SUFFICIENT TO COVER THE COST OF INSURANCE EQUAL TO SUCH DECLARED RISK AND UNLESS THE OWNER DOES SPECIFY IN ADVANCE AND MAKE PROVISIONS 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 PARAGRAPHS.

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 AND THEN SUBJECT TO THE PRECEDING PARAGRAPHS.

INVALIDITY OF ANY ONE OR MORE PROVISIONS, OR PORTION THEREOF, SHALL NOT AFFECT OR IMPAIR THE REMAINING PROVISIONS OR PORTIONS THEREOF. THE FOREGOING TERMS AND CONDITIONS CANNOT BE CHANGED ORALLY.

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

Attention: Mr. H. Leyendecker

Subject: Cyclo-Hexane System

Gentlemen:

In accordance with the terms and conditions printed hereon and hereby made a part hereof, and to those hereinafter contained, we are pleased to supply the following price breakdown for the installation of the Cyclo-Hexane System on the S.S. EXXON GETTYSBURG as follows:

1. Fill and Discharge Piping	\$ 62,448.00
2. Pump Well and Suction Piping	77,155.00
3. Heating Coils	14,146.00
4. Tank Washing System	12,532.00
5. Pump and Motor	22,747.00

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Exxon Company, U.S.A.

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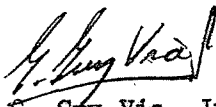
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6. Electrical Installation	\$ 27,327.00
7. Vent Relocation	2,448.00
Total Price	\$222,119.00

If we can be of further assistance please do not hesitate to contact us.

Very truly yours,

NEWPORT NEWS SHIPBUILDING AND DRY DOCK COMPANY



G. Guy Via, Jr.

Vice President - Ship Repair Sales

GTB/do

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