Humble Oil & Refining Company
Marine Division
P.O. Box 1512
Houston 1, Texas

SPECIFICATION
FOR
REPAIRS AND RENEWALS

April 19, 1963

S S ESSO GETTYSBURG

24,548 Gross Registered Tons.

THESE SPECIFICATIONS are for repairs and renewals to be effected to the above named vessel now lying at _____ where she may be seen, and are to cover the furnishing of all necessary labor, material and/or equipment to complete the items of work outlined in same, unless otherwise specifically directed.

1. All repairs, alterations and/or betterments specified herein are to be carried out and completed by the Contractor to meet the requirements and prescriptions of the Classification Society and the U. S. Coast Guard Marine Inspection Service. All workmanship and/or material is to be of the best quality; and any dispute or difference of opinion as to the interpretation of these specifications or any part thereof and regarding the quality of material and/or workmanship shall be left to the decision of the Demise Charterer or its accredited representative, whose decision shall be final and binding on both parties.

2. Should the Contractor require the removal or shifting of engines, boilers, auxiliary machinery, or any other part of the vessel or her fittings, equipment, stores, fuel, water ballast, or rubbish et cetera, or should temporary repairs be necessary for removal of the vessel to his yard for the purpose of carrying out the work specified or implied herein, the same shall be done by him at his expense. All such removals shall be subsequently replaced and any damage or loss resulting therefrom shall be made good by the Contractor. Should any portion of the vessel's structure, housing, fixtures and/or equipment require alteration in order to carry

out the work, or provisions thereof, even though not specifically mentioned herein, the Contractor shall make such alterations at his own expense.

3. Any structural parts specified to be renewed which can be restored to their original condition by fairing, et cetera, also any parts specified to be removed for fairing which can be faired in place to the satisfaction of the Classification Surveyors, U.S. Coast Guard Marine Inspection Service Inspectors, and the Demise Charterer or its accredited representative, will be accepted. On the other hand, any parts found broken or which are broken in removal or fairing, are to be renewed by the Contractor at his own expense.

4. All tanks under alteration and/or repair shall be cleaned and/or washed, and/or steamed out by the Contractor as may be necessary before any work is done thereto and the oil or water tightness of that portion of the tanks affected by repairs shall be proven to the satisfaction of the Classification Society and the Demise Charterer or its accredited representative.

5. In case any of the vessel's machinery, equipment, or fittings, are used by the Contractor for any purpose whatsoever, he shall be held responsible for their reconditioning, if necessary, and shall make good any damage resulting from such use.

6. All scrap and salvage material caused by the making of the repairs and alterations herein called for, shall become the property of the Contractor, unless otherwise specified.

7. From the time this contract becomes effective and until the completion of same, the Contractor shall be responsible for and pay all expenses of wharfage, towage, dockage, removing garbage daily, running lines, water for testing and refilling tanks and/or boilers, and upon completion of repairs, all of the ship's fresh water tanks including boilers, shall be filled by the Contractor with fresh

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water as required by the Demise Charterer or its accredited representative. Should the Contractor desire to shut down the ship's boiler plant, or should the work outlined in these specifications make it impracticable to use same for supplying steam for cooking or heating purposes, raising steam on boilers after completion of repairs, operating pumps, winches, prevention of damage through freezing, electric lighting, or for any other purpose whatsoever, the Contractor is to supply such steam and/or electric lighting as may be required without extra charge.

8. In further consideration of the making of this agreement, it is hereby stipulated and agreed that the undertaking of the Contractor to perform work on and dry dock vessels, and provide berth, wharfage, towage and other service and facilities, is made only upon condition that it shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise to the Demise Charterer or its accredited representative, or underwriters for any injury to such vessel, its equipment or movable stores, or to cargo owned by said Demise Charterer, or for any consequences thereof, unless such injury is caused by the negligence of the Contractor or its employees, and in no event shall the aggregate liability of said Contractor to all such parties in interest for such aforesaid damages sustained by them, as a result of such injury, exceed the sum of $300,000.

9. In further consideration of the making of this agreement, the Contractor stipulates and agrees that the Contractor will insure and keep insured during the period of this agreement, the Contractor's liability under the preceding clause to the Demise Charterer and/or its accredited representative, and/or insurer, for loss of/or damage to the vessel, its equipment or movable stores, and/or cargo owned by said Demise Charterer, or for any consequences thereof, in the sum of not less than $300,000, under a policy or policies of insurance payable to the Contractor and satisfactory to the Demise Charterer and/or its accredited representative.

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10. Contractor shall also take out adequate and proper insurance covering any State Workmen's Compensation Act applicable and under the Longshoremen's and Harbor Workers' Compensation Act of March 4, 1927 (or in lieu thereof shall secure the payment of the compensation provided for by any such Acts in some other manner approved by the terms of such Acts), it being expressly understood that all workmen engaged upon the work hereunder shall at all times be employees of the Contractor or its Sub-Contractor and not of the Demise Charterer and/or its accredited representative.

11. Any particulars of the work involved, specified herein are given only for the guidance of the Contractor, who will be held responsible for the securing of all necessary dimensions and details, the intent of these specifications being to restore the vessel to first class condition.

12. The Contractor's time and liability is to commence at the time the vessel is delivered to the Contractor's yard or pier, or if not so delivered at the time set forth in the acceptance of this contract, said acceptance to be delivered to the Contractor or its representative at the time the contract is awarded and such time and liability shall cease only when all work specified herein has been completed to the satisfaction of the Demise Charterer or its accredited representative, and when all the Contractor's equipment, tools, et cetera, and all rubbish have been removed from the vessel.

13. It is mutually agreed that if the work contracted for herein is not completed within the time stipulated in this contract, the Contractor shall, for the non-completion of the contract, pay as liquidated damage, for every whole day or fraction thereof the sum of *** FOUR THOUSAND FIVE HUNDRED AND NO/100 *** dollars.

14. It is hereby mutually agreed that the issuance of requisitions for additional work shall in no way relieve the Contractor from complying with the terms of this contract, unless specifically agreed to in writing.

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15. The Demise Charterer reserves the right to reject any and all bids.

16. Tenders must specify the time required by the Contractor, in continuous running days, to complete the repairs set forth in these specifications. Tenders are to be addressed and delivered to Humble Oil & Refining Company, Marine Division, P. O. Box 1512, Houston 1, Texas,

and are to be drawn in the following form:-

> "I, or we, hereby agree to faithfully carry out and complete all the repairs, renewals and replacements to the /S_____ _____as set forth in specifications under date of _____and to abide by all the conditions expressed or implied therein for the sum of $_____and to complete the same in _____running days."

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