



INTERNATIONAL
SALVAGE UNION

PART I

**INTERNATIONAL WRECK REMOVAL
AND MARINE SERVICES AGREEMENT
(LUMP SUM - STAGE PAYMENTS)
CODE NAME: "WRECKSTAGE 99"**

1. Date and Place of Agreement		
2. Contractor/Place of Business	3. Company/Place of Business	
4. Vessel Specifications (Cl. 1, 2, 4.1)	5. Condition of Vessel (Cl. 2, 4.1)	
a) Name		
b) Flag		
c) Place of Registry		
d) Length/Beam/Depth		
e) Maximum Draft		
f) GT/NT/DWT		
g) Details and Nature of Cargo		
h) Any other Vessel's details relevant to this Agreement	6. Position of Vessel and Condition of Worksite (Cl. 2, 4.1)	
7. Nature of Services (Cl. 2, 4.1, 4.3, 4.4)	8. Place of Delivery/Disposal of Vessel (Cl. 2, 9.1, 9.2)	
	9. Permits (state Party (Contractor or Company) responsible for obtaining Permits) (Cl. 6)	

Copyright, published by
The Baltic and International Maritime Council (BIMCO)
International Salvage Union (ISU)
First issued September 1993 (as revised October 1999)

(continued)

(continued)

<p>10. Payments (Cl. 4.2, 8.2, 10.1, 10.2)</p> <hr/> <p>a) Lump Sum Price (in figures and words)</p> <hr/> <p>b) Amount due and payable on signing this Agreement</p> <hr/> <p>c) Amount due and payable on</p> <hr/> <p>d) Amount due and payable on</p> <hr/> <p>e) Amount due and payable on</p> <hr/> <p>f) Amount due and payable on</p> <hr/> <p>g) Amount due and payable on</p>	<p>11. Payment Details (Cl. 10.4)</p> <hr/> <p>a) Currency</p> <hr/> <p>b) Bank</p> <hr/> <p>c) Address</p> <hr/> <p>d) Account Number</p> <hr/> <p>e) Account Name</p> <hr/> <p>12. Time of Payment and Interest (state period within which sums must be received by the Contractor and rate of interest per month) (Cl. 11)</p>
<p>13. Extra Costs (Cl. 4.2, 8.2, 12, 14.2.1)</p> <hr/> <p>a) Contractor shall be responsible for and pay for the following extra costs</p> <hr/> <p>b) Company shall be responsible for and pay for the following extra costs</p> <hr/> <p>c) Handling Charge to be applied, where applicable (state percentage)</p>	<p>14. Delay Payment Rate (Cl. 4.2, 7, 8.2, 8.3, 9.1, 9.2)</p> <hr/> <p>15. Cancellation Fee (Cl. 4.2, 8.1)</p> <hr/> <p>16. Number of Unworkable Days due to Adverse Weather or Sea Conditions (Cl. 7)</p>
<p>17. Law and Arbitration (state 18.1 or 18.2 of Cl. 18; if 18.2 agreed, also state place of arbitration) (Cl. 18)</p>	<p>18. Number of Additional Clauses covering special provisions, if agreed</p>

It is agreed that this Agreement shall be performed subject to the Terms and Conditions which consist of PART I, including Additional Clauses, if any agreed, and PART II, as well as Annex I, SCHEDULE OF PERSONNEL, CRAFT AND EQUIPMENT, and Annex II, METHOD OF WORK AND ESTIMATED TIME SCHEDULE or any other Annexes attached to this Agreement.

In the event of a conflict of terms and conditions, the provisions of PART I including Additional Clauses, if any agreed, shall prevail over those of PART II to the extent of such conflict but no further.

The undersigned warrant that they have full power and authority to sign this Agreement on behalf of the parties they represent.

<p>Signature (for and on behalf of the Contractor)</p>	<p>Signature (for and on behalf of the Company)</p>
--------------------------------------------------------	-----------------------------------------------------

PART II

"Wreckstage 99" International Wreck Removal and Marine Services Agreement (Lump Sum - Stage Payments)

1. Definition	1	equipment, anchors, chains, stores and other appurtenances during and for	83
The term "Vessel" shall include any vessel, craft, property or part thereof of	2	the purposes of these services free of expense but shall not unnecessarily	84
whatsoever nature, including anything contained therein or thereon, such as	3	damage, abandon or sacrifice the same or any property the subject of this	85
but not limited to cargo and bunkers, as described in Box 4.	4	Agreement.	86
2. The Services	5	5.3 Subject to approval of the Company, which shall not be unreasonably	87
The Contractor agrees to exercise due care in rendering the services	6	withheld, and subject to it being permitted by the competent authorities, the	88
indicated in Box 7 and, if applicable, will endeavour to deliver and/or dispose	7	Contractor shall be entitled to remove, dispose or jettison cargo, or parts of	89
of the Vessel at the place indicated in Box 8. Insofar as it is not inconsistent	8	the Vessel or equipment from the Vessel if such action is considered by the	90
with the nature of the services to be rendered under this Agreement, the	9	Contractor to be reasonably necessary to perform the services under this	91
Contractor will also exercise due care to minimise damage to the	10	Agreement.	92
environment.	11	5.4 The Company will provide the Contractor with such plans and drawings	93
The Contractor shall provide the Personnel, Craft and Equipment set out in	12	of the Vessel, cargo manifests, stowage plans, etc. as the Contractor may	94
Annex I of this Agreement which the Contractor deems necessary for the	13	require.	95
services based upon the Specifications, Condition and Position of the Vessel	14	6. Permits	96
and Worksite set out in Boxes 4, 5 and 6.	15	All necessary licenses, approvals, authorisations or permits required to	97
The Contractor's Method of Work shall be as described in Annex II, utilising	16	undertake and complete the services without let or hindrance shall be	98
the Personnel, Craft and Equipment described in Annex I.	17	obtained, maintained and paid for by the party identified in Box 9 of this	99
The Contractor shall consult with the Company if there is any need for	18	Agreement. The other party shall provide the party identified in Box 9 of this	100
substantial change in the Method of Work, and/or Personnel, Craft or	19	Agreement with all reasonable assistance in connection with the obtaining of	101
Equipment. In the event that time does not permit such consultation, or	20	such licenses, approvals, authorisations or permits.	102
agreement to the proposed change(s) is unreasonably withheld, then the	21	7. Delays	103
Contractor may proceed with such change(s). (See Clause 4 hereof).	22	If the Contractor is delayed in performing its obligations under this Agreement	104
3. Company Representative	23	due to adverse weather or sea conditions, in excess of the number of days set	105
If reasonably required by the Contractor a representative of the Company will	24	out in Box 16, or due to any other reason outside the control of the Contractor,	106
be available during the operations with the full authority to act on behalf of the	25	the Contractor shall receive from the Company an additional compensation	107
Company. The Company will use its best endeavours to provide all	26	- per working day or pro rata - at the rate set out in Box 14, for the time the	108
information required by the Contractor.	27	Contractor is delayed in commencing or continuing the services with the	109
In addition, the Company will provide at its sole risk and expense sufficient	28	customary progress. The Company shall be promptly advised by the	110
officers or their equivalents, who are fully conversant with the cargo system	29	Contractor about all delays, which shall be confirmed in writing as soon as	111
and/or layout of the Vessel, and who should be in attendance when	30	possible.	112
reasonably required during the operations in order to provide advice as and	31	8. Termination	113
when requested by the Contractor.	32	8.1 The Company may terminate this Agreement at any time prior to	114
4. Change of Method of Work and/or Personnel, Craft and Equipment	33	commencement of mobilisation of either the Personnel or the Craft or the	115
4.1 The lump sum is based upon the Nature of the Services, as set out in	34	Equipment identified in Annex I, whichever may be the first, upon payment of	116
Box 7, and the Personnel, Craft and Equipment, and Method of Work, as set	35	the Cancellation Fee set out in Box 15.	117
out in Annexes I and II, as well as the Description, Specifications, Position,	36	8.2 The Contractor, with the agreement of the Company, which shall not be	118
Condition of the Vessel and the Worksite, as set out in Boxes 4, 5 and 6.	37	unreasonably withheld, may terminate this Agreement without any further	119
If before or during the operation, and without fault on the part of the	38	liability if completion of the services or any agreed change of work under	120
Contractor, there is a substantial change in the work to be done under this	39	Clause 4 hereof, utilising the Personnel, Craft and Equipment set out in	121
Agreement, or in the Personnel, Craft and Equipment required to undertake	40	Annex I, or any amendment thereto, becomes technically or physically	122
the services due to:	41	impossible. In the event of such termination, the Contractor shall be entitled	123
4.1.1 any misdescription by the Company or error in the specification	42	to payment of all monies due in accordance with the provisions of Boxes 10,	124
provided by the Company, upon which the Contractor has relied, or,	43	13 and 14.	125
4.1.2 a material change in the position and/or condition of the Vessel or the	44	8.3 If permission to suspend or terminate is not given by the competent	126
worksite,	45	authorities the Contractor shall be paid by the Company at the Delay	127
the Contractor shall forthwith give notice in writing thereof to the Company	46	Payment Rate set out in Box 14 for Personnel, Craft and Equipment during	128
and of the estimated additional costs to effect the services.	47	any standby period, and the Company shall be liable for the Contractor's	129
4.2 The parties shall, without delay, consult each other to reach agreement	48	reasonable and necessary costs of continuing with the services.	130
on the amount of the additional costs to be added to the lump sum. In the	49	9. Delivery	131
event that the parties are unable to reach agreement on the additional costs	50	9.1 The Vessel shall be accepted forthwith and taken over by the Company	132
within 5 days of the Contractor providing details of the extra costs, either party	51	or its duly authorised representative at the place of delivery indicated in Box	133
may terminate the services under this Agreement, without prejudice to any	52	8. References to delivery or the place of delivery shall include disposal or the	134
claim the Contractor may have under Clause 4.1.1 above, provided always	53	place of disposal, if applicable.	135
that such termination is permitted by the competent authorities. In such event	54	The place of delivery shall always be safe and accessible for the Contractor's	136
the Contractor is entitled to be paid all sums due at the time of termination in	55	own or hired-in craft and the Vessel to enter and operate in and shall be a	137
accordance with the provisions of Boxes 10, 13, 14 and 15.	56	place where the Contractor is permitted by governmental or other authorities	138
If permission to terminate is not given by the competent authorities the	57	to deliver or dispose of the Vessel.	139
Contractor shall be paid by the Company at the Delay Payment Rate set out	58	In the event the Vessel is not accepted forthwith by the Company or delivery	140
in Box 14 during any standby period, and the Company shall be liable for the	59	is prevented or delayed by action of governmental or other authorities outside	141
Contractor's reasonable and necessary costs of continuing with the services.	60	the control of the Contractor, all costs necessarily incurred by the Contractor	142
4.3 Alternatively the parties may by agreement refer the matter to	61	from the moment of the tender for delivery shall be for account of the	143
Arbitration in accordance with the provisions of this Agreement for a decision	62	Company.	144
by the Arbitrator on the reasonableness and quantum of such extra costs.	63	These costs shall be in addition to any delay payment as set out in Box 14.	145
In the event the matter is referred to Arbitration the Contractor will continue to	64	9.2 If it is considered by the Contractor to be impossible or unsafe for the	146
provide the services set out in Box 7 without prejudice to his claim for	65	Vessel to be delivered or disposed of at the place indicated in Box 8 and the	147
additional remuneration.	66	Company is unable to nominate an acceptable alternative place, the	148
4.4 If, as a result of a material change in the position and/or condition of the	67	Contractor is at liberty to deliver or dispose of the Vessel at the nearest place	149
Vessel, or the worksite, subsequent to entering into this Agreement, the	68	it can reach safely and without unreasonable delay, and such delivery or	150
services set out in Box 7 and Annex I become easier to perform in terms of	69	disposal shall be deemed a due fulfilment by the Contractor of this	151
personnel, craft, and/or equipment requirements, then:	70	Agreement.	152
4.4.1 the Company may, subject to the provisions of Clause 10.3 hereof,	71	The Company shall reimburse the Contractor for any additional time used	153
seek a reduction in respect of the monies payable pursuant to Clause	72	pursuant to this sub-clause at the Delay Payment Rate set out in Box 14, and	154
10.1 hereof;	73	shall be liable to the Contractor for any additional expenses arising under this	155
4.4.2 in the event of a failure to agree the amount of any such reduction,	74	sub-clause.	156
then such dispute shall be dealt with pursuant to the provisions of	75	9.3 In the event the Vessel is delivered under the control of pumps and/or	157
Clause 18 hereof.	76	compressors or other equipment the Company shall with all due dispatch	158
5. Miscellaneous	77	arrange for their own equipment and operators to replace the Contractor's	159
5.1 The Company shall arrange and pay for any marking of the Vessel and	78	equipment and their operators.	160
cautioning required. The Contractor shall arrange and pay for any marking or	79	Until such replacement the Company shall pay the Contractor for the use of	161
cautioning required in respect of its own equipment during the services under	80	its equipment and operators at reasonable rates as from the day of delivery,	162
this Agreement.	81	until and including the day of arrival of the equipment and personnel at the	163
5.2 The Contractor may make reasonable use of Vessel's machinery, gear,	82	Contractor's base, plus any additional costs relating thereto and incurred by	164

PART II

"Wreckstage 99" International Wreck Removal and Marine Services Agreement (Lump Sum - Stage Payments)

the Contractor.	165	14. Liabilities	246
9.4 If the Company fails, on completion of the services, to take delivery of the Vessel within five (5) days of the Contractor tendering written notice of delivery, or if in the opinion of the Contractor the Vessel is likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of its value, the Contractor may, without prejudice to any other claims the Contractor may have against the Company, without notice and without any responsibility whatsoever attaching to the Contractor, sell or dispose of the Vessel and apply the proceeds of sale in reduction of the sums due to the Contractor from the Company under this Agreement. Any remaining proceeds will be refunded to the Company.	166 167 168 169 170 171 172 173 174 175	14.1.1 The Contractor will indemnify and hold the Company harmless in respect of any liability adjudged due or claim reasonably compromised arising out of injury or death occurring during the services hereunder to any of the following persons:	247 248 249 250
In the event that such sale or other disposal of the Vessel fails to raise sufficient net funds to pay the monies due to the Contractor under the terms of this Agreement then the Company shall remain liable to the Contractor for any such shortfall.	176 177 178 179	- any servant or agent of the Contractor	251
9.5 Reference to delivery of the Vessel shall include parts of the Vessel and/or cargo and/or any other thing emanating from the Vessel and such delivery may take place at different times and different places.	180 181 182	- any other person at or near the site of the operations for whatever purpose on behalf or at the request of the Contractor.	252 253
10. Price and Conditions of Payment	183	14.1.2 The Company will indemnify and hold the Contractor harmless in respect of any liability adjudged due or claim reasonably compromised arising from injury or death occurring during the services hereunder to any of the following persons:	254 255 256 257
10.1 The Company shall pay the Contractor for the services the sum set out in Box 10, (hereinafter called "the lump sum"), which amount shall be due and payable as set out in Box 10.	184 185 186	- any servant or agent of the Company	258
10.2 Each instalment of the lump sum shall be fully and irrevocably earned at the moment it is due as set out in Box 10. Any other monies due under this Agreement shall be fully and irrevocably earned on a daily basis or pro rata.	187 188 189	- any other person at or near the site of the operations for whatever purpose on behalf or at the request of the Company.	259 260
10.3 All monies due and payable to the Contractor under this Agreement shall be paid without any discount, deduction, set-off, lien, claim or counterclaim.	190 191 192	14.2.1 Neither the Company nor its servants or agents shall have any liability to the Contractor for loss or damage of whatsoever nature sustained by the Contractor's owned or hired-in craft or equipment, (excluding portable salvage equipment, materials or stores which are reasonably sacrificed during the disposal or other operations on the Vessel, unless the Contractor is the party responsible for such costs as indicated in Box 13 (a)), whether or not the same is due to breach of contract, negligence or any other fault on the part of the Company, its servants or agents.	261 262 263 264 265 266 267 268 269
10.4 All payments to the Contractor shall be made in the currency and to the bank account stipulated in Box 11.	193 194	14.2.2 Neither the Contractor nor its servants or agents shall have any liability to the Company for loss or damage of whatsoever nature sustained by the Vessel, whether or not the same is due to breach of contract, negligence or any other fault on the part of the Contractor, its servants or agents.	270 271 272 273 274
10.5 If any amount payable under this Agreement has not been paid within seven (7) days of the due date, or if the security required in accordance with Clause 13 is not provided within five (5) banking days following the request by the Contractor, then at any time thereafter the Contractor shall be entitled to terminate this Agreement without prejudice to the sums already due to the Contractor and to any further rights or remedies which the Contractor may have against the Company. Provided always that the Contractor shall give the Company at least three (3) working days notice of its intention to exercise this right.	195 196 197 198 199 200 201 202 203	14.3 Save as otherwise expressly stipulated in this Agreement neither the Contractor nor the Company shall be liable to the other party for loss of profit, loss of use, loss of production or any other indirect or consequential damage for any reason whatsoever.	275 276 277 278
11. Time of Payment and Interest	204	15. Himalaya Clause	279
The Contractor shall promptly invoice the Company for all sums payable under this Agreement. If any sums which become due and payable are not actually received by the Contractor within the period specified in Box 12 they shall attract interest in accordance with the rate set out in Box 12.	205 206 207 208	All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Agreement for the benefit of the Contractor or the Company shall also apply to and be for the benefit of their respective sub-contractors, operators, the Vessel's owners (if the Company is the demise/bareboat charterer), masters, officers and crews and to and be for the benefit of all bodies corporate parent of, subsidiary to, affiliated with or under the same management as either of them, as well as all directors, officers, servants and agents of the same and to and be for the benefit of all parties performing services within the scope of this Agreement for or on behalf of the Contractor or the Company as servants, agents and sub-contractors of such parties. The Contractor or the Company shall be deemed to be acting as agent or trustee of and for the benefit of all such persons, entities and vessels set forth above but only for the limited purpose of contracting for the extension of such benefits to such persons, bodies and vessels.	280 281 282 283 284 285 286 287 288 289 290 291 292 293 294
12. Extra Costs	209	16. Lien	295
The following expenses/costs shall be paid as and when they fall due by the respective parties as indicated in Box 13:	210 211	Without prejudice to any other rights which the Contractor may have, whether <i>in rem</i> or <i>in personam</i> , the Contractor shall be entitled to exercise a possessory lien upon the Vessel in respect of any amount howsoever or whatsoever due to the Contractor under this Agreement and shall for the purpose of exercising such possessory lien be entitled to take and/or keep possession of the Vessel, provided always that the Company shall pay to the Contractor all costs and expenses howsoever or whatsoever incurred by or on behalf of the Contractor in exercising or attempting or preparing to exercise such lien.	296 297 298 299 300 301 302 303 304
12.1 all port expenses, pilotage charges, harbour and canal dues and all other expenses of a similar nature levied upon or payable in respect of the Vessel and the Contractor's owned or hired-in craft;	212 213 214	17. Time for Suit	305
12.2 the costs of the services of any assisting tugs when reasonably deemed necessary by the Contractor or prescribed by port or other authorities;	215 216 217	Any claim which may arise out of or in connection with this Agreement or any of the services performed hereunder shall be notified by telex, facsimile, cable or otherwise in writing to the party against whom such claim is made, within 12 months of completion or termination of the services hereunder, or within 12 months of any claim by a third party, whichever is later. Any suit shall be brought within one year of the notification to the party against whom the claim is made. If either of these conditions is not complied with the claim and all rights whatsoever and howsoever shall be absolutely barred and extinguished.	306 307 308 309 310 311 312 313 314
12.3 all costs in connection with clearance, agency fees, visas, guarantees and all other expenses of such kind;	218 219	18. Governing Law and Arbitration	315
12.4 all taxes and social security charges (other than those normally payable by the Contractor in the country where it has its principal place of business), stamp duties, or other levies payable in respect of or in connection with this Agreement, any import - export dues and customs or excise duties;	220 221 222 223	18.1 This Agreement shall be governed by and construed in accordance with English law and any dispute arising out of this Agreement shall be referred to Arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.	316 317 318 319
12.5 all costs incurred due to requirements of governmental or other authorities over and above those costs which would otherwise be reasonably incurred by the Contractor in the execution of the Agreement;	224 225 226	Any dispute arising hereunder shall be referred to the arbitration of a sole Arbitrator, to be selected by the first party claiming arbitration from the persons currently on the panel of Lloyd's Salvage Arbitrators, with a right of appeal from an award made by the Arbitrator to either party by notice in writing to the other within 28 days of the date of publication of the original Arbitrator's Award.	320 321 322 323 324 325
12.6 all costs incurred by the Contractor in respect of portable salvage equipment, materials, or stores which are reasonably sacrificed during the disposal, or other operations on the Vessel.	227 228 229	The Arbitrator on appeal shall be the person currently acting as Lloyd's Appeal Arbitrator.	326 327
If any or all of the above expenses/costs identified in Box 13 are payable by the Company, they shall be paid by the Company direct to those entitled to them. If, however, any such expenses/costs are in fact paid by or on behalf of the Contractor, (notwithstanding that the Contractor shall under no circumstances be under any obligation to make such payments on behalf of the Company) the Company shall reimburse the Contractor on the basis of the actual cost to the Contractor plus a handling charge of the percentage amount indicated in Box 13 upon presentation of invoice.	230 231 232 233 234 235 236 237		
13. Security	238		
The Company shall provide on signing of this Agreement an irrevocable and unconditional security in a form and amount as agreed between the parties.	239 240		
If required by the Contractor and also in the event that initially no security is requested, the Company shall provide security or further security in a form and amount as agreed between the parties for all or part of any amount which may be or become due under this Agreement. Such security shall be given on one or more occasions as and when required by the Contractor.	241 242 243 244 245		

PART II

"Wreckstage 99" International Wreck Removal and Marine Services Agreement (Lump Sum - Stage Payments)

No suit shall be brought before another Tribunal, or in another jurisdiction, 328
except that either party shall have the option to bring proceedings to obtain 329
conservative seizure or other similar remedy against any assets owned by 330
the other party in any state or jurisdiction where such assets may be found. 331
Both the Arbitrator and Appeal Arbitrator shall have the same powers as an 332
Arbitrator and Appeal Arbitrator under LOF 1995 or any standard revision 333
thereof, including a power to order a payment on account of any monies due 334
to the Contractor pending final determination of any dispute between the 335
parties hereto. 336
18.2 Any dispute arising out of this Agreement shall be referred to Arbitration 337
at the place indicated in Box 17 subject to the procedures applicable there. 338
The laws of the place indicated in Box 17 shall govern this Agreement. 339
18.3 If Box 17 is not filled in, Clause 18.1 shall apply. 340

**ANNEX I TO
INTERNATIONAL WRECK REMOVAL AND MARINE SERVICES AGREEMENT
(LUMP SUM - STAGE PAYMENTS)
CODE NAME: "WRECKSTAGE 99"**

Dated:

Vessel:

Schedule of Personnel, Craft and Equipment (Cl. 2, 4.1, 4.4, 8.1 and 8.2)

**ANNEX II TO
INTERNATIONAL WRECK REMOVAL AND MARINE SERVICES AGREEMENT
(LUMP SUM - STAGE PAYMENTS)
CODE NAME: "WRECKSTAGE 99"**

Dated:

Vessel:

Method of Work and Estimated Time Schedule (Cl. 2 and 4.1)