

TRITON MARINE SERVICES, INCORPORATED WORK ORDER

DATE _____ WORK ORDER # _____

CUSTOMER _____ VESSEL _____

Address _____

Vessel Location _____

Telephone _____ Email _____

Alt Contact _____

Relation to vessel _____ Telephone _____

VESSEL OWNER (if different) _____

Address _____

Telephone _____ Email _____

WORK REQUESTED: Customer requests that the following work be performed by Triton Marine Services, Inc. on the above referenced vessel:

NOTE: This work order will be revised to reflect changes in the scope of work/services at such time as those changes are communicated to Triton Marine Services, Inc.

Date Work to Commence: _____

Estimated Completion Date: _____

Fees: [As per attached **Rate Schedule & Policies** unless otherwise stated] _____

Triton Marine Services, Inc. will undertake the work indicated above for the fees set forth above. In addition to all fees, Customer shall pay all travel costs and expenses associated with the work requested. THIS WORK ORDER AND ANY WORK DONE PURSUANT TO IT ARE SUBJECT TO THE TERMS AND CONDITIONS FOR LIMITED LIABILITY AND WARRANTY SET FORTH BELOW AND ON THE REVERSE SIDE.

CUSTOMER'S AUTHORIZATION: On behalf of Customer identified above, I hereby authorize Triton Marine Services, Inc. to perform the work requested above. I understand and agree that this is a LIMITED LIABILITY CONTRACT and that the work requested, as well as all other work performed by Triton Marine Services, Inc. is done pursuant to the TERMS AND CONDITIONS on the front and reverse side of this work order and the **Rate Schedule & Policies**, all of which are specifically incorporated into this work order.

CUSTOMER: _____ DATED: _____

TERMS AND CONDITIONS

Triton Marine services, Inc. agrees to undertake the work requested by the customer only on the following terms and conditions:

1. **Expenses:** In addition to the fees set forth on the first sheet of this work order, Customer shall pay Triton Marine Services, Inc. all costs, including but not limited to travel expenses, hotels, meals, lodging, telephone and telex, relating to work requested.
2. **Additional Services:** Any additional work requested or authorized by customer, either verbally or in writing shall be subject to the terms and conditions of this work order. Any work undertaken prior to the execution of this work order but relating to work requested shall be subject to the terms and conditions of this work order as well. In addition to the fees set forth of the first page of this work order, customer shall pay for all additional work performed beyond that work initially requested at Triton Marine Services, Inc.'s normal hourly rate.
3. **Payment and Interests:** Payment of all fees, expenses and additional services shall be due upon demand by Triton Marine Services, Inc. All payments, if unpaid when due, shall bear interest at the rate of 1.5 % per month from the due date until paid.
4. **Warranty Work:** Payment must be made for ALL work done including work under manufacturer's warranty. TMSI will not invoice a manufacturer for warranty work. Customers must seek reimbursement from a manufacturer for warranty work done by TMSI.
5. **Lien:** If the work requested involves a vessel, customer grants Triton Marine Services, Inc. a lien (including a maritime lien) on the vessel and its equipment involved in this work order until the fees and expenses under this work order have been fully paid. Triton Marine Services, Inc. shall have and retain all other legal rights it may have whether state or federal, until the fees and expenses have been paid. Customer, including the vessel or the person directly contracting Triton Marine Services, Inc. for this work remains separately responsible for the charges until fully paid. The person signing this work order warrants that he has authority to bind all such parties to these fees and expenses.
6. **Termination:** Customer may terminate the work requested upon giving written notice to Triton Marine services, Inc. Customer shall pay Triton Marine Services, Inc. for all work performed, at Triton Marine services, Inc.'s normal hourly rate, and all expenses incurred prior to termination including any travel expenses necessary for Triton Marine Services, Inc. to return to its office.
7. **Best Efforts:** Triton Marine Services, Inc. will use its best efforts to perform the work requested and to commence said services on the dates specified. The work requested will be performed with due diligence. However, Triton Marine Services, Inc. makes no promise or representation as to when the work requested will be completed.
8. **Limited Liability:** Triton Marine Services, Inc. shall not be liable to Customer for any claim; loss, cost, penalty, or damages of whatsoever kind or nature arising out of, in connection with, or incident to, the work requested, except that caused by the direct sole negligence of Triton Marine Services, Inc., which negligence shall not be legally presumed but must be affirmatively established. Triton Marine Services, Inc. shall not be liable to Customer except on the limited basis identified above. Triton Marine Services, Inc. shall specifically not be liable for incidental, special or consequential damages, nor for loss of use, loss or profits, earnings, crew wages, shares, salvage, tug expense, demurrage, loss of time, loss of freight, loss of charter and or similar and or substituted expenses.
Customer acknowledges that all equipment installed is covered by an expressed warranty provided by the manufacturer of that equipment. Triton Marine Services, Inc provides no warranty with regard to the equipment installed. Triton Marine Services, Inc. provides no warranty of merchantability or warranty of fitness for a particular purpose with regard to the equipment provided herein.
9. **Indemnity:** While Triton Marine Services, Inc. agrees to liable to customer as set forth above, it does not agree to liable for claims from third parties. Customer agrees to indemnify and hold harmless Triton Marine Services, Inc., its officers, agents and employees from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatsoever kind or nature, including attorneys fees, arising our of, in connection with, or incident to, the work requested, except that caused by the sole negligence of Triton Marine Services, Inc. This indemnification obligation shall include, but is not limited to all claims against Triton Marine Services, Inc. by an employee or former employee of the customer. Customers expressly waive all immunity and limitation of liability under any industrial insurance act, other workers compensations act such as Longshore and Harbor Worker Compensation act, disability benefit act of any jurisdiction which would otherwise be applicable in the cause of such a claim.
10. **Customer's Documents:** Triton Marine Services, Inc. specifically does not and will not accept any terms and conditions, or liability and or indemnity and or insurance provisions contained in any document issued by Customer which pertains to the work being undertaken unless such are consistent with the terms and conditions set forth in this work order.
11. **Law and Venue:** The work performed by Triton Marine Services, Inc., this work order and any report issued by Triton Marine Services, Inc. shall be construed in accordance with general maritime law of the United States and the laws of the state of North Carolina. Any claim, or suit between the parties must be brought in the North Carolina State or federal courts. The substantially prevailing party in any litigation shall be entitled to recover all costs including reasonable attorney's fees.
12. **Entire Agreement:** This work order constitutes the complete agreement between Triton Marine Services, Inc. and Customer and may not be modified or altered except by further written agreement signed by both parties. Any clause in this agreement, which is deemed, prohibited or unenterable shall be treated as having been severed and the remaining provisions shall remain in full force and effect.