

MASTER CONTRACT No. [9999]

Tallinn

[date]

Limited company (Osühing) Marketex Marine, registry code 12459583, registered address: Kopli 103, 11712 Tallinn, represented by member of the management board name and surname, acting on the basis of law and the Articles of Association (hereinafter the "**Customer**"); and

The name of the Contractor, registry code 999999999, registered address: [address], represented by [position of the Contractor's representative] [name and surname of the Contractor's representative], acting on the basis of law and the Articles of Association (hereinafter the "**Contractor**"),

hereinafter severally referred to as a "**Party**" and jointly as the "**Parties**", have entered into this master contract (hereinafter the "Contract") as follows:

1. General provisions

1.1. This master contract is a framework agreement that regulates the award and performance of a contract for services for the Customer together with The General Terms and Conditions of Contractual Works of BLRT 1014 (hereinafter the "**General Terms and Conditions**" or, in an abbreviated form, the "**GTC**").

1.2. The General Terms and Conditions apply to this Contract and a contract for services. The meaning of terms starting with a capital letter has been provided in the General Terms and Conditions.

1.3. A reference to the absence of special agreements herein shall mean that the Parties will be governed by the provisions of the General Terms and Conditions, a local contract or other Contract Documents with regard to the respective issue.

2. The scope of contract for services (the GTC, Clause 2)

The total scope of a contract for services, including the list of works, price and payment procedure shall be provided for in a local contract as well as in other Contract Documents.

3. Contract Period (the GTC, Clause 22)

[No special agreements]. According to Clause 22 of the GTC the Contract shall be valid until the last day of the calendar year when the contract has been entered into. The contract period shall be extended according to Clause 22 of the GTC.

4. Sites of contract for services (the GTC, Clause 3)

- | | |
|---|-------------------------|
| 4.1. Countries where contract for services may be performed | [No special agreements] |
| 4.2. The Contractor's access to sites | [No special agreements] |
| 4.3. On-site safety | [No special agreements] |
| 4.4. Other agreements | N/A |

5. General organisation of works (the GTC, Clause 4)

- | | |
|---|-------------------------|
| 5.1. Licences and permits (the GTC, Clause 4.1) | [No special agreements] |
| 5.2. Coordination on site (the GTC, Clause 4.2) | [No special agreements] |
| 5.3. Equipment and auxiliary rooms | [No special agreements] |
| 5.4. Energy resources (the GTC, Clause 4.4) | [No special agreements] |
| 5.5. The scope of authority granted to representatives of the Parties (the GTC, Clause 4.8) | [No special agreements] |
| 5.6. Details of the Parties' representatives | [No special agreements] |

The Customer:

[name of the Customer's representative]
[position of the Customer's representative]

The Contractor:

[name of the Contractor's representative]
[position of the Contractor's representative]

the Customer _____

the Contractor _____

Address: Kopli 103, Tallinn 11712
Phone 1 [+372 phone number]
Phone 2 [+372 phone number]
E-mail: [representative:address@blrt.ee]

[Address]
Phone 1 [+372 phone number]
Phone 2 [+372 fax number]
E-mail: [contractor@eletronpsotiaaddress.com]

Mandatory copy: [name], [position],[address] ,[E-mail: address@yyyyy.ee]

Mandatory copy: [name], [position], [address], [E-mail: address@email.com]

- 5.7. Reporting and accompanying documentation (the GTC, Clause 4.10) [No special agreements]
- 5.8. No sub-contracting without the Customer's consent (the GTC, Clause 4.11) Valid
- 5.9. Other agreements N/A
- 6. Projects, engineering solutions, calculations (the GTC, Clause 5)** [No special agreements]
- 7. Quality (the GTC, Clause 6)**
7.1. Quality of work: No special agreements
7.2. Materials and equipment: No special agreements
- 8. Period of contract for services (the GTC, Clause 7)** [No special agreements]
- 9. Acceptance of works (the GTC, Clause 12)**
9.1. The Contractor shall promptly notify the Customer of the completion of works.
9.2. If the Customer considers works as completed, he may demand that the Contractor deliver the works on the date chosen by the Customer.
9.3. The Customer shall accept works from the Contractor on the basis of a works acceptance certificate prepared in writing according to the format specified in Annex 12.8 or some other corresponding document.
9.4. The Parties otherwise proceed from the General Terms and Conditions.
- 10. Warranty (the GTC, Clause 15)**
10.1. Warranty period No special agreements, i.e. warranty period is 180 days
10.2. Warranty tests [No special agreements]
10.3. Warranty obligations [No special agreements]
10.4. Limitation of warranty [No special agreements]
- 11. Payment for contract for services (the GTC, Clause 16)**
11.1. The price of a contract for services shall be specified in a local contract.
11.2. The Customer shall pay in a timely manner the price of a contract for services performed by the Contractor on the basis of (1) the local contract, (2) the works acceptance certificate free of the Customer's remarks and (3) the Contractor's invoice.
11.3. The Customer shall pay to the Contractor the price of a contract for services (remuneration for the performance of the contract for services) within **30 days** of the acceptance of the works on the basis of the works completion report and the invoice for the contract for services provided that the Parties have signed the works acceptance certificate free of the Customer's remarks, unless the Parties have agreed upon another payment term and procedure for the contract for services.
11.4. In the case of a late payment the Customer shall pay to the Contractor a penalty interest in the amount of **0.02** % of the outstanding amount per each day of delay until the debt has been paid in full, unless the local contract provides for another penalty interest rate.
11.5. Otherwise the provisions of the Standard Terms and Conditions, local contract and other Contract Documents shall apply to the payment for

the Customer _____

the Contractor _____

the contract for services.

12. The Contractor's performance bond (the GTC, Clause 17)

[No special agreements]

13. The Contractor's liability insurance (the GTC, Clause 18)

[No special agreements]

14. Liability of the Parties (the GTC, Clause 20)

14.1. Penalty for late payment

No special agreements. According to Clause 16.5, the penalty interest rate is **0.02** % per day.

14.2. Liability to employees (Clause 20.2)

No special agreements. Either Party is independently liable to its employees for the possible damage caused as a result of a work accident.

14.3. Contractual penalty for a violation of the rules of contract for services

No special agreements. According to Clause 20.3 of the GTC, the contractual penalty is **640 EUR** per each incident of violation.

14.4. Contractual penalty for the absence of the Contractor's liability insurance

No special agreements. According to Clause 20.5 of the GTC, the contractual penalty is **1000 EUR**.

14.5. Contractual penalty for the Contractor's failure to meet deadlines

No special agreements. According to Clause 20.6 of the GTC, the contractual penalty is **5%** of the price of the contract for services per day, unless another penalty amount has been agreed upon.

15. Other agreements

N/A

16. Right of security under Clause 21 of the GTC

No special agreements. The Contractor waives its right to establish a mortgage on real property or vessel that constitutes the object of the contract for services.

17. Resolution of disputes

No special agreements. Disputes shall be resolved in Harju County Court.

18. Applicable law

No special agreements. The law of the Republic of Estonia shall apply.

19. Anti-corruption provisions (the GTC, Clause 26.9)

The Parties shall confirm the representations made in Clause 26.9 of the GTC and fulfil their obligations to prevent corruption under Clause 26.9 of the GTC.

20. Copies of contract

This Contract has been executed in two identical copies. Each Party shall retain one copy of the Contract.

21. Annexes to Contract

The following documents marked with the «☒» sign have been attached to the Contract as annexes constituting an integral part of the Contract:

- Annex 1.4 . The list of the Contractor's works;;
- Annex 1.6.3 . The list of BLRT Grupp's Procedures;
- Annex 12.8 . The format of certificate of the final delivery and receipt of works;
- Annex 12.9 . The format of interim certificate of works delivery and receipt;;
- Annex 16.1.2 . Prices of goods and service rates of the Contractor;;
- Annex 15.4.3 . The format of warranty inspection report;
- Annex 17 . The format of the Contractor's performance bond.

22. SIGNATURES OF THE PARTIES

The Contractor

The Customer

The name of the **Contractor**

Limited company (**Osaühing**) **Marketex Marine**

[name and surname of the Contractor's representative]
[position of the Contractor's representative]

name and surname
member of management board

* * *

the Customer _____

the Contractor _____

ANNEX 1.6.3 Ě BLRT GRUPP'S PROCEDURES

The list of documents of the Quality and Environmental Management System, internal working regulations, instructions and procedures applicable on the premises of BLRT Grupp that are binding for the Parties have been provided below and marked with the «☒» sign.

| 1. Manuals | | Date of enactment and revision |
|--------------------------------------|--|--------------------------------|
| 1.1. QM BLRT Grupp | QUALITY MANUAL (third revision) | 24.08.09/ Rev.2_27.03.12 |
| 1.2. EM BLRT Grupp | ENVIRONMENTAL MANUAL (third revision) | 18.10.11/ Rev.1_27.03.12 |
| 1.3. SM BLRT Grupp | MANUAL on safety management system | 30.03.11/ Rev.1_27.03.12 |
| 2. IP Ě integrated procedures | | |
| 2.1. IP 4.2.3. 11 | Document management | 02.03.2011 |
| 2.2. IP 4.2.4-11 | Records management | 02.03.2011 |
| 2.3. IP 4.4.7. 12 | Preparation for, and response to, emergencies | 02.02.2012 |
| 2.4. IP 5.6. 11 | Management review | 30.03.2011 |
| 2.5. IP 6.2. 11 | Resource management. Personnel | 21.01.2011 |
| 2.6. IP 6.4 | Control and management of working environment | 03.02.2003 |
| 2.7. IP 7.1-1 | Investment project management | 01.12.2006 |
| 2.8. IP 7.1-2 | Cost management | 20.11.2006 |
| 2.9. IP 7.5.1SR | Management of ship repair processes | 11.08.2010 |
| 2.10. IP 8.2.2. 11 | Internal audit | 02.03.2011 |
| 3. QP Ě quality procedures | | |
| 3.1. QP 7.2 | Customer-related processes | 22.05.2002 |
| 3.2. QP 7.3 | Design and development | 26.11.2002 |
| 3.3. QP 7.4 | Purchases | 16.01.02/ Rev.1_29.06.10 |
| 3.4. QP 7.4.3 K | Management of purchased products | 15.04.02/ Rev.3_07.12.09 |
| 3.5. QP 7.5.1P | Production and servicing | Rev.1 of 12.01.05 |
| 3.6. QP 7.5.2 | Validation of production and servicing processes | 15.05.2002 |
| 3.7. QP 7.5.3 | Identification and traceability | 22.05.2002 |
| 3.8. QP 7.5.4 | Customer property | 22.05.2002 |
| 3.9. QP 7.5.5 | Product storage | 22.05.2002 |
| 3.10. QP 7.6 | Instrumentation management | 22.05.2002 |
| 3.11. QP 8.2.4 | Product control and measurements | 14.08.2002 |
| 3.12. QP 8.3 | Management of non-conforming products | 22.01.2002 |
| 3.13. QP 8.5 | Improvement. Corrective and preventive actions | 18.03.2002 |
| 4. Ě environmental procedures | | |
| 4.1. 4.3.1 | Identification of environmental aspects | 28.03.05 /Rev.1_27.03.12 |
| 4.2. EP 4.4.6-1 | Waste management | 14.04.2005 |
| 4.3. 4.4.7 | Preparation for, and response to, emergencies | 08.09.2003 |
| 4.4. 4.5.1 | Monitoring and measurements | 05.01.2004 |
| 5. SP Ě safety procedures | | |
| 6. SP 4.3.1. 11 | Identification of hazards and risk assessment | 07.04.11 /Rev.1_27.03.12 |
| 7. OP Ě operational | | |

the Customer _____

the Contractor _____

| procedures | | |
|---|--|-------------------------------|
| 7.1. OP 4.2.3.01.11 | Requirements for procedures | 02.03.2011 |
| 7.2. OP 6.2.01. 11 | Personnel selection | 21.01.2011 |
| 7.3. OP 6.4.04 | Handling equipment for flame works | 02.02.10/Rev.2 of 15.11.11 |
| 7.4. OP 7 5 1SR.01 | Ship repair. General requirements | 11.08.10/ Rev.1_ of 15.04.11 |
| 7.5. OP 7.1.01-11 | Subcontracting | 20.12.10/ Rev.1 of 31.03.11 |
| 7.6. OP 7.2.01 | Contracts | Waiting approval |
| 7.7. OP 7.2.02. - 12 | Government procurement contracts | 20.02.2012 |
| 7.8. OP 7.4.3.02. 10 | Incoming control of rolled steel | 21.10.2010 |
| 7.9. OP 7.5.1.14. 10 | Repair of weld seams | 21.10.2010/ Rev.1_ 09.11.2010 |
| 7.10. OP 7.5.1.15. 10 | Welded steel structures. Technical requirements for manufacturing | 21.10.2010/ Rev.1_ 09.11.2010 |
| 8. PK Ě quality and operational procedures | | |
| 8.1. PK 3-2 | Incoming data during ordering of products | 10.01.2000 |
| 8.2. PK 9-7 | Project management | 08.02.1999 |
| 8.3. PK 9-8 | Requirements for the preparation of metal surfaces before painting | 06.06.1999 |
| 8.4. PK 9-9 | Welding. Quality assurance requirements | 15.11.1999 |
| 8.5. | | Rev. 1 01.06.01 |
| 8.6. PK 18-1 | Regulation upon annual testing of arc welders | 01.12.1999 |
| 8.7. PK 18-2 | Qualification requirements. Manual arc welders class II-V | 01.12.1999 |
| 9. PR Ě operational procedures | | |
| 9.1. PR 4.02 | Welded joints. Designation of weld seams on drawings | 01.07.2000 |
| 9.2. PR 4.03 | Arc welding. Welded joints. Main types and structural elements of the preparation of edges | 01.07.2000 |
| 9.3. PR 6.2.01 | Regulation upon welding works co-ordinator | 15.03.2005 |
| 9.4. PR 6.3.01 | Management of processes related to lifting equipment | 17.05.2004 |
| 9.5. PR 6.3.02 Rev. 1 | Scaffolding for ship construction and repair | 24.08.2006 |
| 9.6. PR 6.4.02 | Selection and use of personal protective equipment | 03.02.2003 |
| 9.7. PR 7.3.01 | Requirements for design specification | 20.09.2004 |
| 9.8. PR 7.3.02 | Requirements for work design documentation in ship-building | 20.09.2004 |
| 9.9. PR 7.4.01 | Outsourcing of design services | 26.11.2002 |
| 9.10. PR 7.4.02 | Welding materials. Selection criteria | 20.08.2002 |
| 9.11. PR 7.4.03 | Purchase, maintenance and disposal of personal computers | 20.07.2007 |
| 9.12. PR 7.4.3.01 | Purchased products. Weight control, accounting and issuing rules | 07.03.2005 |
| 9.13. PR 7.5.1.05(E) | Prevention of pollution of port water areas by ships | 04.04.02/ |
| 9.14. | | Rev. 2 of 12.01.06 |
| 9.15. PR 7.5.1.08 | Natural gas supply system for docks | 21.07.2003 |
| 9.16. PR 7.5.1.09 | Corrosion protectors. Technical specification | 12.0.2.02/ Rev. 2 05.01.04 |
| 9.17. PR | Handling of gas cylinders | 07.07.2003 |

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|---|-----------|---|---|
| 7.5.1.10 | | | |
| 9.18. 7.5.1.11 | PR | Ship docking | 12.11.03/ Rev. 3 of 10.06.2011 |
| 9.19. 7.5.1.12 | PR | Ship traffic safety in ports | 12.11.2003 |
| 9.20. 7.5.2.12 | PR | Mechanical rubber goods. General technical specification | 29.04.2002 |
| 9.21. 7.5.3.01 | PR | Identification of welding works. Requirements for the marking of weld seams | 15.10.2002 |
| 9.22. 8.2.4.01 | PR | Status identification for product control and testing | 26.11.2002 |
| 9.23. 8.2.4.02 | PR | Fusion welding. Additional meanings of weld seam defects. | 01.09.2005 |
| 9.24. | PR 9-1.02 | Fire safety on ships | 21.07.2003/ Rev. 5 of 02.05.11 |
| 9.25. (E) | PR 9-1.03 | Emergency plan for water area protection | 04.06.01/ Rev. 1 of 01.04.02 |
| 9.26. | PR 9-3.01 | <i>PR 9-3.01 to PR 9-3.11 Technical data of shipyard</i> | <i>See List DL</i> |
| 9.27. | PR 9.04 | Process documents. Main provisions | 29.05.2000 |
| 9.28. | PR 9.10 | Caprolon bushing-type casting | 22.01.2001 |
| 9.29. | PR 10.03 | Welding materials. Receipt, storage and issuing for production | 21.05.2001 |
| 9.30. | PR 15.01 | Use of slings | 02.04.2001 |
| 10. PRe Ě environmental operational procedures | | | |
| 10.1. 4.4.6-1.01 | PRe | Waste collection and disposal | 14.04.2005 |
| 10.2. 4.4.6-1.02 | PRe | Classification, labelling and transfer of hazardous waste | 14.04.2005 |
| 10.3. | 4.3.2 | Legal requirements applicable to companies of AS BLRT Grupp | distributed by the Group's Chief Ecologist |
| 11. STP Ě company standards (operational procedures) | | | |
| 11.1. 14.2-97 | STP 47- | Process discipline assurance | 08.08.1997 |
| 11.2. 14.3-97 | STP 47- | The procedure for equipment repair and precision check of equipment and rigging | 08.08.1997 |
| 11.3. 7.4-97 | STP 47- | Organisation of workplace maintenance | 08.08.1997 |
| 11.4. 8.9-97 | STP 47- | Organisation of self-monitoring | 1997 |
| 12. Ě Collected general procedures | | | |
| 12.1. 7.5.1.01-1 | A | Shipbuilding and repair. General welding procedures. Part I. Flux-cored welding.doc | 02.03.2011 |
| 12.2. 7.5.1.01-2 | A | Shipbuilding and repair. General welding procedures. Part II. Automatic submerged-arc welding.doc | 02.03.2011 |
| 13. Other | | | |
| 13.1. | 6.4.03-1 | BLRT Grupp AS/ Kopli 103 Objekti Üldine Tuleohutusjuhend | |
| 13.2. | 6.4.03-1 | General fire safety instructions of BLRT Grupp AS / Kopli 103 (a translation of the officially approved Estonian version) | for information purposes only |
| 13.3. 98 | I-47.001- | Organisation and carrying out control over the preparation and application of paint to metal structures. | 1998 |

1. QUALITY ASSURANCE PROCEDURES FOR SUBCONTRACTORS

- 1.1. LQP 7.5.3 Identification and traceability;
- 1.2. LQP 8.2.4 Product control;
- 1.3. LQP 8.3- 11 Management of non-conforming products;
- 1.4. LQP 8.2.4-1-M-09 Visual inspection of weld seams;
- 1.5. PI-09-2-2- -09 Correction of weld seams by dressing;
- 1.6. PI-09-2-3- 10 Instruction. Welding induction training;

- 1.7. PI-09-2- 03 Dressing of parts and weld seams;
- 1.8. QP 7.5.1.15. 10. Welded steel structures. Technical requirements for manufacturing.

2. ENVIRONMENTAL PROCEDURES FOR SUBCONTRACTORS

- 2.1. EP 4.4.7 Preparation for, and response to, emergencies.
- 2.2. PRe 4.4.6 - 1.01 Waste collection and management
- 2.3. PRe 4.4.6 - 1.02 Classification, labelling and transfer of hazardous waste (if required due to the nature of works performed)

3. OCCUPATIONAL SAFETY PROCEDURES FOR SUBCONTRACTORS

- 3.1. Operators of emery stands (no. 6-1, hereinafter the numbers of rules are provided in brackets)
- 3.2. Operators of drill presses (6-2);
- 3.3. Operators of guillotine and shears (6 . 3);
- 3.4. Operators of electric carts and loaders (6 . 4);
- 3.5. Operators of straightening rolls (6 . 5);
- 3.6. Operators of bending rolls (6 . 6);
- 3.7. Boiler operators/assemblers of metal structures (6 . 9);
- 3.8. Users of power tools and handheld electric lamps (6 . 10);
- 3.9. Operators of hydraulic presses (6 . 11);
- 3.10. Electric arc welders (6 . 12);
- 3.11. Flame welders and cutters (6 . 13);
- 3.12. Operators of bench shears (6 . 15);
- 3.13. Operators of tumbling barrels (6 . 17);
- 3.14. Operators of machines for pipe cutting with abrasive discs (6 . 20);
- 3.15. Operators of pneumatic tools (6 . 21);
- 3.16. For users of floor-operated lifting equipment (6 . 22);
- 3.17. Operators of electrical overhead cranes (6 . 41);
- 3.18. Work on ladders (6 . 42);
- 3.19. Sling and strap fasteners working with metal (6 . 47);
- 3.20. Work on scaffolding and rafts (6 . 49);
- 3.21. Work in closed and narrow spaces (6 . 50);
- 3.22. Instruction on the transportation of heavy and large cargo on the factory premises 21-21;
- 3.23. Actions in dangerous situations and emergencies no. 47 . 1612;
- 3.24. Traffic, parking and fire safety rules for personal vehicles on the premises of BLRT GRUPP AS.

The Contractor represents that it has received the Procedures of BLRT Grupp, it is fully aware of the Procedures of BLRT Grupp and undertakes to comply with the said procedures according to the Contract. The Parties do not consider it necessary to attach all the Procedures of BLRT Grupp to this Contract. The Contractor is entitled to demand any time a copy of any Procedure of BLRT Grupp specified in this Annex.

SIGNATURES OF THE PARTIES

The Contractor

The name of the **Contractor**

[name and surname of the Contractor's representative]
[position of the Contractor's representative]

The Customer

Limited company (**Osaühing**) **Marketex Marine**

name and surname
member of management board