

## Suppliers/ Ship-Chandlers Terms & Conditions

Doc. Code SQMS – SSCT&C

Created by:	HSQE Depart
Approved by:	HoD Purch
Issue Date:	11/03/2019
Issue No:	02
Revision Date	11/03/2019
Revision No:	N/A
Page:	1 of 4
Doc. Control	N/A

The following terms and conditions are intended to regulate the relations between suppliers-vessels- managers. The Suppliers- Shipchandlers, accepting an order for supplies to one of the ships under our agency, automatically accept to adhere to and observe the instructions and procedures set forth herein.

- 1. Neither the Owners nor the Master or this office will ever be responsible for the payment of the cost for any supplies furnished to the vessel for which no prior written approval has been obtained from this office.
- Neither the Master nor the Chief Engineer serving on board our vessels has the authority to order and/or negotiate prices for any items without the prior approval of this office. However, in cases of emergency they are entitled to order all such stores which they consider necessary for the ships and personnel safety and ship-chandlers are to supply immediately and notify the Managers office afterwards of any such supply affected.
- 3. All orders for provisions/stores are placed by this office directly and payments of the Shiphandlers accounts are effected directly to them and not through agents.
- 4. The authority given to a supplier (you) to supply a vessel under our management is limited to a specific call and is not an open authority to supply this vessel or any other vessel under our management at any other given time.
- 5. The authority to supply a vessel under a specific call is limited to only the items and quantities as they are described in our written order and no additional items or quantities or replacement items are to be supplied without our specific approval, except under (2) herein above. If such items/quantities are supplies, same will not be paid.
- 6. Invoices and/or delivery dockets are to be signed by the vessel's Master and Crew committee repeat vessel's Master and Crew committee and stamped with the vessel's stamp otherwise your invoice will not be accepted for payment.
- 7. The Invoices and all related supporting documents must be issued and forwarded for payment by email in PDF format. Please refer to our purchase order instructions for details
- 8. Invoices/ delivery dockets to contain specific information of the items supplies describing the size/weight/contents of product as appropriate. If units such as bottles/cans/tins are used, the contents and weight of the unit must be described in detail.



### Suppliers/ Ship-Chandlers Terms & Conditions

Doc. Code SQMS – SSCT&C

Created by:	HSQE Depart
Approved by:	HoD Purch
Issue Date:	11/03/2019
Issue No:	02
Revision Date	11/03/2019
Revision No:	N/A
Page:	2 of 4
Doc. Control	N/A

- 9. Victualling/ stores accounts have now been computerised and it is of paramount importance that your invoices are raised accordingly enlisting the items supplied in the same order as given to you in the written order. Invoices are also to indicate such units or combination of units that can be clearly expressed in known weight/units or liquid units as appropriate so that the contents of your invoices can easily be checked against the computerised figures.
- 10. Our orders for supplies are always placed on a (F.A.) "Free Alongside the Vessel" basis for ships which are berthed at an accessible berth and on a Free Onboard Launch / Barge basis for ships at anchorage or for ships which are berthed at places not accessible by truck, the Shipchandler however remains responsible in all cases until he delivers the stores to the Master for both quantity and quality.
- 11. In cases where compulsory local taxes and/or any other fees/dues are payable, such dues should always be for the account of shipchandler unless the owners specifically in each individual case have agreed to pay these expenses.
- 12. Neither the Master nor the Chief Engineer nor any other officer or crew on board our vessels are entitled to any commissions. Shipchandlers who contravene this regulation will be black listed for life beyond the other consequences they may be met with.
- 13. Provisions and stores are to be delivered onboard our vessels in good packing and clearly marked outside for the category of the contents i.e. "PROVISIONS", "DECK STORES", "ENGINE STORES", "CABIN STORES", "MEDICINES". For easy separation/ checking mark the Deck stores with yellow ribbon, Engine stores with orange ribbon, Provisions with light green and Cabin stores with light blue ribbon.
- 14. The Shipchandler's water clerk will always accompany the provisions and stores during all stages of delivery and to finally board our vessel for checking the stores along with the crew committee. Before starting the checking, a copy of our order along with the delivery notes and relevant invoices to be handed over to the master and crew committee.
- 15. Ship suppliers must ensure that all items and quantities of provisions and stores are supplied as ordered quantity and quality wise. No changes in quality/quantity/sizes accepted. If one or more items are not available or the available quantities are less than the ordered ones, this office to be immediately notified.
- 16. The supplier to ensure that the provisions supplied are of the best quality and comply absolutely with those described in our order. Frozen and/or sensitive provisions are to be well protected during the transportation and finally to be delivered onboard the vessel in good condition. The risk during the transportation rests with shipchandlers and any losses therewith will be for their account. All provisions and stores to be well covered



## Suppliers/ Ship-Chandlers Terms & Conditions

Doc. Code SQMS – SSCT&C

Created by:	HSQE Depart
Approved by:	HoD Purch
Issue Date:	11/03/2019
Issue No:	02
Revision Date	11/03/2019
Revision No:	N/A
Page:	3 of 4
Doc. Control	N/A

during the transportation for protection against possible rain or rough seas. Rain or sea affected provisions/stores or defrosted products will be not accepted by the Master and Crew committee.

- 17. All provisions including frozen meats/fish must be clearly labeled with both production and expiry dates. The minimum accepted expiry date on board our vessels is 6-months. Only fresh provisions and dairy products are exempted from this rule. The vessels have been instructed to reject provisions with expiry dates less than 6-months.
- 18. The Supplier is to ensure that deck and engine stores conform exactly to the description given in our order. Sizes or pipes, elbows and valves to correspond to our specified dimensions. In general all iron materials to be without oxidation and rust free. Loading, discharging, mooring and cargo gear items like mooring ropes/wires, chain blocks, cargo blocks etc to be accompanied by original manufactures certificates in which to appear the date of test, test load, work load and inspecting party signature.
- 19. No private stores/provisions/tools/ appliances/equipment are to be placed onboard the vessel unless company is notified beforehand and written approval is given.
- 20. The shipchandlers to ensure that stores are preslung in nets by competent labour for quick and safe delivery. During handling of stores the men at quayside and or those onboard the boats to wear safety shoes /helmets and generally observes the safety precautions and regulations. The clerks boarding the vessel are to wear proper Personal Protective Equipment (PPE) i.e. safety shoes/helmets & high visibility vest and strictly observe the non smoking and or other safety regulations. Shipchandlers to instruct their clerks to follow all safety regulations in force for their own and the ship's safety.
- 21. All ships under our management are **alcohol and drug free ships** i.e. the supply, introduction and use of alcoholic drinks and/or drugs is strictly forbidden. Shipchandlers are warned to ensure that their servants will comply fully with the Company's Regulations and they will not contravene the alcohol-drug ban. If ship chandler's servants are in breach the shipchandlers will be dismissed immediately.

### 22. ASBESTOS FREE POLICY

All items or materials supplied to our vessels must be ASBESTOS-FREE. Whenever an item or material is to be supplied, it is ensured that the item or material has a statement of compliance, or similar, with the relevant SOLAS regulation. This may take the form of an "asbestos free declaration". All suppliers/ ship chandlers MUST submit the Asbestos Free Declaration to the company prior to supply anything onboard.



Suppliers/ Ship-Chandlers Terms & Conditions

Doc. Code	SQMS – SSCT&C

Created by:	HSQE Depart
Approved by:	HoD Purch
Issue Date:	11/03/2019
Issue No:	02
Revision Date	11/03/2019
Revision No:	N/A
Page:	4 of 4
Doc Control	N//A

#### 23. ENVIRONMENTAL ISSUES

In an effort to contribute as much as possible for the protection of the environment we have implemented an Environment Management System based on the requirements of ISO 14001:2015. The system is implemented both ashore (Company's Premises) as well as onboard our fleet.

Any products or services which we will enquire to purchase from your esteemed company have to be – to the factor that this is applicable and feasible – environmental friendly and to the least not harmful for the environment. Products that carry a potential hazard to cause damage to the environment will not be purchased as something like that would result in serious deviation from the requirements of our Environmental Policy.

Transport packaging should be manufactured preferably directly from renewable and/or reusable material as far this is possible and practical.

Suppliers are requested where possible and economically reasonable to accept returned transport packing after use. In the context of repeated deliveries, such acceptance may take place at one of the next deliveries. The returned packaging shall be considered for reuse or recovery insofar as it is technically and economically reasonable.

24. Any dispute arising under the supply contract shall be decided by the competent English courts and according to English law.

#### 25. GDPR (EU General Data Protection Regulation 2016/679)

The supply contract shall be in compliance with the GDPR regulations including definitions, processing personal data, security and personal data breach according to Article 28 of the GDPR.