



A Guide for Yacht Owners and Representatives using the ICOMIA Superyacht Refit Contract

What is the ICOMIA Superyacht Refit Contract?

If you are considering a refit of your large yacht, you will want to know you can trust your shipyard to deliver the best industry quality standards produced under the reassurance of a framework of best industry practices. Shipyards in the ICOMIA Superyacht Refit Group are a select group that follow a strict Code of Practice and utilise a specialised contract to bring peace of mind to the customer. The ICOMIA Superyacht Refit Group Standard Contract (widely known as the Refit Contract) is the industry standard, used by superyacht refit yards across the world. It covers all the essential issues that yacht owners and their insurers need to address when a refit is being planned and undertaken. It was developed with the detailed input of prominent international marine lawyers in conjunction with major yacht management companies, yacht insurers and the refit shipyards themselves and has since become the de facto refit contract within the superyacht industry. Using this internationally recognised standard framework contract speeds up the process of contract signing and brings certainty to refit agreements on a continual basis. The contract form has been regularly reviewed and revised and is now in its 7th Edition.

How was the Refit Contract produced?

The ICOMIA Superyacht Refit Group was formed in Barcelona in 2009, with the purpose of providing an international platform to improve the quality and client perception of refits. The primary goals of the group have been to formulate best industry practice.

"The efforts to make the contract the most all-encompassing and fair to all sides must be applauded. To have the intent of raising standards across refit/repair facilities should be recognised and we support the ICOMIA principles."

Willis Towers Watson

Benefits of using the ICOMIA Refit Contract

- **The Refit Contract means that there is an industry standard.** This means clients can expect yards to meet standard terms and conditions. This fast-tracks the process by preventing time consuming and potentially costly negotiations.
- **The Refit Contract provides a standardised way of working which is fair for all.** Refits can be costly and take a significant length of time, so it is important that any agreement made provides certainty and security for both client and yard, ensuring that high quality refits are undertaken under appropriate conditions, with suitable payment, insurance and redelivery processes followed by a proper warranty.
- **Wide-spread use of the contract allows clients to compare like-for-like,** making procurement a more straightforward process.

- **The Refit Contract allows clients to expect similar levels of service, backup and support from all Refit members**, as the Standard Contract is the accepted industry standard.

Who Uses the Refit Contract?

The contract is used widely across the whole refit industry whilst essentially it is the only contract used by members of the ICOMIA Superyacht Refit Group. The Refit Group is an engaged group of yards with excellent working practices who are constantly striving to improve working, safety and environmental practices, this spirit of constant evolution has resulted in the current 7th edition of the Refit Contract. All members of the ICOMIA Superyacht Refit Group also conform to a Code of Practice, which ensures high quality Refits are undertaken at their shipyards. The Code of Practice predates the Refit Contract and covers aspects such as organisational transparency; use of fit-for-purpose, tested and certified materials and equipment; customer satisfaction, environmental compliance and insurance and warranty. Using a Refit Group Member to refit your yacht gives you certainty and peace of mind. To find the contact details for all Superyacht Refit Group Yards [click here](#).

The contract can be obtained for free, by downloading it from www.superyacht-refit.org. Since the contract is freely available to download and use, the use of the ICOMIA Superyacht Refit Contract does not itself suggest that the contractor is associated in any way with the ICOMIA Superyacht Refit Group – although a member of the Superyacht Refit Group will state that they are a member on the cover page of the contract.

What is covered by the Refit Contract?

The following explanatory notes are designed to provide some background information on the various parts of the contract.

Performance

One of the key concepts is that the Refit Contract requires high quality refits or repairs to take place and gives the owner's team the opportunity to ensure that the shipyard corrects any works where this has not been the case either during or after the refit. All works must fulfil the requirements of the standard Refit Contract, as well as the quotation/technical specification which will form an integral part of any signed contract, as well as any applicable class or flag requirements, as advised to the contractor (unless otherwise instructed by the owner) and the contractor's quality control processes.

Oversight

The Contract makes detailed provision for supervision of the works by the Owner's Representative or Captain and sets a clear description of each party's responsibilities with regard to communications, health and safety procedures, movements of the yacht, emergency powers and related matters.

Scope of The Contract

The Contract includes provision for additional and emergent works. Setting up clear expectations of how this will be dealt with ahead of time gives peace of mind to both parties. The contractor should use reasonable endeavours to accommodate such works and the contract provides a simple template for recording agreed variations (Schedule IV – Variation Certificate).

It is important that subcontracting is protected by the Refit Contract in the same way that all other works are, and the Contract encourages this equal treatment, with provisions regulating the use of the Owner's own contractors in more complex refit programmes.

The Contract contains "entire agreement" provisions which are intended to mean that the signed contract supersedes all previous agreements and understandings between the parties and requires that variations and changes are recorded in writing.

Redelivery (the date that the works are complete and accepted by the owner)

It is important that a realistic redelivery date is agreed upon between all parties prior to the commencement of works. This will be stated on the cover page. There are commercially balanced clauses providing for permissible delay where the cause is not within the Contractor's control. The Contract also sets out fair conditions regarding cancellation and termination.

The Covid-19 pandemic has forcefully shown the potential impact of force majeure events on completion of works and redelivery. The cover page of the contract allows for a maximum period of force majeure delay to be pre-agreed at the time of signing, although this can always be extended with mutual consent.

The contract has not been varied to specifically address Covid-19 precautions because these will normally be dealt within the Contractor's own health and safety requirements and local legislation. The Contract addresses both of these issues already.

Price and Payment Terms

It is important that clear price and payment terms are agreed upon. Clause 7 sets out standard terms. Amendments to this part of the contract should be considered carefully. A benefit of the widespread use of the Refit Contract is that clients can compare like-for-like in terms of price and payment terms.

Insurance and Limitation of Liability

To reflect worldwide commercial practice it was determined that the Owner should maintain its own insurance on the yacht for both the yacht's own value and for third party liability throughout any refit and that the contractors should carry an agreed minimum level of insurance to respond to fault based claims. The contract sets limits on the maximum liability of both parties - though one must bear in mind that a yacht owner is frequently entitled to limit its liability under international convention, and so has additional legislative protection.

The contract schedules include templates for waivers (Schedule VI (to agree a limit on the liability of the Yard) and Schedule VII (to agree that damage caused by the Owner's own appointed Contractors shall not fall on the Yard's insurance nor shall the Yard be liable for any damages caused by the Owner's Contractors)) which the Owner should sign and also get signed by its insurers before the refit commences. The use of a standard templates helps to familiarise the insurance industry with the requirement for these waivers.

Warranty

As well as ensuring the use of high-quality materials and workmanship, the contract provides a framework for the contractor to warrant the works against all defects due to defective materials and workmanship that arise during the warranty period. The owner also has a responsibility to ensure that defects are reported to the contractor within a sensible time period.

Disputes

An important function of the Refit Contract is the avoidance of disputes. There is a procedure in case a dispute or claim relating to the Refit Contract cannot be resolved by the shipyard and the owner amicably. Technical disputes should be referred to a mutually acceptable technical expert whose opinion on the matter shall be final and binding. If there is no Technical Expert named on the Cover Page or either Party is unable to accept the appointment an expert shall be nominated by the body named on the Cover Page or, failing that, the Secretary General of ICOMIA. All other disputes should be determined in accordance with the specified dispute resolution process set out on the cover page.

Law and Jurisdiction

On the assumption that it will often be agreed that the law of the country where the refit is being performed will govern the Refit Contract, the contract has been written in a neutral way. This provides the Parties with flexibility as to the choice of law. However, it was written mainly on the basis of and thus is entirely compatible with English law, that being the legal system most widely used in other shipping contracts.

Can I Make Changes to The Refit Contract?

The Refit Contract is under constant review to ensure that it is appropriate for use. This means that the Contract rarely needs major changes to be made. Additionally, The Contract is written to uphold a standard across the industry, therefore, in order to maintain the integrity of the document the body cannot be altered. However, the Refit Contract does allow room for flexibility, and where appropriate, it is possible to make changes to contract terms and conditions by using schedules to formulate variances to specific terms although this is discouraged. Schedule I (Specific Contract Variations) should be used in lieu of an addendum to make any mutually accepted changes to the Contract. Schedule III (Special Conditions) should be used for particulars specific to each Yard, for example, Payment Terms, Owner's Contractors' Requirements, Confidentiality, and Data Protection.

When Should the Refit Contract Not be Used?

The Refit Contract is intended for refits in purpose built refit facilities but is not necessarily inappropriate for works that go outside this scope. Marinas undertaking refits also do not apply, however advice can be found in our ['Guide for Large Yachts Carrying Out Maintenance Work in Marinas'](#).

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Changes between Editions 6 and 7 of the ICOMIA Contract

0. COVER PAGE

- a. Contractor's cell in Edition 7 includes the sentence "***Who is/ is not a Member of the ICOMIA Superyacht Refit Group***" for non-members who download and use the template.
- b. Dispute Resolution's cell in Edition 7 includes "***Agreed Technical Expert (or nominating body)***".
- c. Owner's Maximum Contractual Liability has changed to ***Owner's liability insurance limit per Clause 8.10.***
- d. SRL Insurance cell has changed to "***SRL Insurance (Clause 8.4.1.b). Aggregate limit of liability (to be apportioned) (Clause 8.4.1.c)***".
- e. A new cell has been added to include "***Daily prolongation rate (Clause 7.2)***".

1. DEFINITIONS

- a. In **Additional works**, a sentence has been modified to clarify the explanation.

Refit Contract Edition 6	Refit Contract Edition 7
Additional Works Means all works undertaken by or on behalf of the Contractor in addition to or in modification of the Works, whether on account of Owner's requests or Classification Society changes after the date of this Contract or otherwise, to be detailed in Variation Certificates in the form attached at Schedule IV.	Additional Works Means all works undertaken by or on behalf of the Contractor in addition to or in modification of the Works, whether on account of Owner's requests or Classification Society changes after the date of this Contract or otherwise, to be detailed in Variation Certificates an example of which is attached at Schedule IV.

- b. The definition of **Close of Business** has been added.

Refit Contract Edition 6	Refit Contract Edition 7
	Close of Business Means 1600 local time at the Contractor's premises.

c. In **Cover Page**, the word “Cover Page” has been modified to “front page” to clarify explanation.

Refit Contract Edition 6	Refit Contract Edition 7
Cover Page Means the Cover Page of this Contract in its signed and completed form.	Cover Page Means the front page of this Contract in its signed and completed form.

d. In **Daily Rate** the word “working” has been removed to include all calendar days.

Refit Contract Edition 6	Refit Contract Edition 7
Daily Rate Means the amount of Liquidated Damages for each Working Day stated in the relevant box above.	Daily Rate Means the amount of Liquidated Damages for each Day stated in the relevant box above.

e. In **Delivery Date**, a sentence has been added to clarify the explanation.

Refit Contract Edition 6	Refit Contract Edition 7
Delivery Date Means the date stated on the Cover Page.	Delivery Date Means the date stated on the Cover Page, being the date by which the Yacht shall be delivered to the Contractor.

f. The definition of **Maximum Amount** has been added.

Refit Contract Edition 6	Refit Contract Edition 7
	Maximum Amount Means the sum set out on the Cover Page which shall be the aggregate limit on Liquidated Damages that may become payable to the Owner under Clause 6.2.

2. PERFORMANCE

a. In Clause 2.2, a sentence has been added to include the Owner’s accountability for the Yacht.

Refit Contract Edition 6	Refit Contract Edition 7
2.2 The Owner commissions the Works and agrees to deliver the Yacht to the Contractor's Yard by the Delivery Date ready in all respects for the commencement of Works and to accept the Works on Redelivery. In case the Owner fails to deliver the Yacht to the Contractor’s Yard by the Delivery Date, then without prejudice to Contractor’s rights under Clause 12.1, the Contractor reserves the right to adjust the Redelivery Date, the Contract Price and the Grace Period in case the late delivery of the Yacht has an adverse effect on the Contractor’s programme of works generally.	2.2 The Owner warrants that it is the owner of the Yacht and that it acts as the agent for everything on board the Yacht and commissions the Works and agrees to deliver the Yacht to the Contractor's Yard by the Delivery Date ready in all respects for the commencement of Works and to accept the Works on Redelivery. In case the Owner fails to deliver the Yacht to the Contractor’s Yard by the Delivery Date, then without prejudice to Contractor’s rights under Clause 12.1, the Contractor reserves the right to adjust the Redelivery Date, the Contract Price and the Grace Period in case the late delivery of the Yacht has an adverse effect on the Contractor’s programme of works generally.

3. SUPERVISION, ACCESS AND STORAGE

- a. In Clause 3.5 a paragraph has been added to explain further the procedure to be followed regarding health and safety.

Refit Contract Edition 6	Refit Contract Edition 7
<p>3.5 Without prejudice to any other provision of this Contract relating to health and safety, the Parties undertake to comply and to procure that any of their subcontractors comply with all health and safety legislation, regulation or codes of good practice applicable in the jurisdiction in which the Contractor's Yard is situated or to the Works.</p>	<p>3.5 Without prejudice to any other provision of this Contract relating to health and safety, the Parties undertake to comply and to procure that any of their subcontractors comply with all health and safety legislation, regulation or codes of good practice applicable in the jurisdiction in which the Contractor's Yard is situated or to the Works. <i>The Contractor shall provide the Owner's Representative with copies of the Contractor's rules and policies which are required to be observed by the Owner, the Owner's Representative, the Captain, Crew and the Owner's contractors at the Contractor's Yard. The Captain and the Owner's Representative shall discuss with the Contractor whether there is a requirement to bridge the Yacht's safety management system with the Contractor's permit to work system.</i></p>

- b. In Clause 3.7 the time requirements for presenting a list of items to be stored onshore has been modified. Moreover, some optional additional wording has been added to explain further the procedure to be followed in this scenario.

Refit Contract Edition 6	Refit Contract Edition 7
<p>3.7 In case the Owner wishes the Contractor to store items onshore during the Contract Period, the Owner must within 2 Days of the Delivery Date present to and agree with the Contractor an inventory. The Contractor shall accept no liability for stored items except in case of its gross negligence or wilful default. Unless otherwise agreed between the Parties in respect to any particular item, any item remaining with the Contractor for more than 1 month after the Redelivery Date and not collected by the Owner shall become the Contractor's property.</p>	<p>3.7 In case the Owner wishes the Contractor to store items onshore during the Contract Period, the Owner must within 7 Days of the Delivery Date or, if later, within 7 days of the delivery of such items to the Contractor, present to and agree with the Contractor an inventory [optional: which identifies every item with a value in excess of €25,000 and every item which requires to be documented under any applicable legislation. The inventory shall be accompanied by an overall valuation]. The Owner shall not seek to store any items which are prohibited or controlled. The Contractor shall accept no liability for stored items except in case of its gross negligence or wilful default. Unless otherwise agreed between the Parties in respect to any particular item, any item remaining with the Contractor for more than 1 month after the Redelivery Date and not collected by the Owner shall become the Contractor's property.</p>

4. YACHT MOVEMENTS

No changes.

5. ADDITIONAL WORKS, EMERGENT WORKS AND SUBCONTRACTING

a. Clause 5.3.2 has been extended to include “employment law”.

Refit Contract Edition 6	Refit Contract Edition 7
5.3.2 they observe all customary industrial precautions to prevent damage or injury and all rules prevailing at the Contractor’s Yard in relation to health and safety, security and other matters;	5.3.2 they observe all customary industrial precautions to prevent damage or injury and all rules prevailing at the Contractor’s Yard in relation to health and safety, employment law , security and other matters;

b. In Clause 5.3.5, “Price” has been amended to “Contract Price”.

Refit Contract Edition 6	Refit Contract Edition 7
5.3.5 the Owner bears, in addition to the Price, any Handling Fee stated herein on all amounts charged and/or invoiced by the Owner’s contractors; and	5.3.5 the Owner bears, in addition to the Contract Price , any Handling Fee stated herein on all amounts charged and/or invoiced by the Owner’s contractors; and

6. REDELIVERY

a. In Clause 6.1.1, “Subcontractors” has been modified to “contractors”.

Refit Contract Edition 6	Refit Contract Edition 7
6.1.1 any delay caused by any failure by the Owner, its servants or agents promptly and effectively to perform its or their duties hereunder including without limitation delay in Delivery of the Yacht to the Contractor, delay in delivery or installation of supplies or services to be provided or performed by or on behalf of the Owner provided that the Owner has been given reasonable advance notice of the requirement for such supplies or services, late or non-attendance at tests and trials, late or non-provision of approvals and decisions and any delay occasioned by the Owner’s Subcontractors ;	6.1.1 any delay caused by any failure by the Owner, its servants or agents promptly and effectively to perform its or their duties hereunder including without limitation delay in Delivery of the Yacht to the Contractor, delay in delivery or installation of supplies or services to be provided or performed by or on behalf of the Owner provided that the Owner has been given reasonable advance notice of the requirement for such supplies or services, late or non-attendance at tests and trials, late or non-provision of approvals and decisions and any delay occasioned by the Owner’s contractors ;

b. The wording in Clause 6.1.2 has been modified to include a reference to Clause 7.7.

Refit Contract Edition 6	Refit Contract Edition 7
6.1.2 suspension of Works on account of any delay or default in payment by the Owner;	6.1.2 any delay or default in payment by the Owner as provided in Clause 7.7;

- c. The wording of Clause 6.1.3 has been modified for clarity purposes and to include a provision to the list of circumstances. A new paragraph has been added to this point to replace the last paragraph in Clause 6.1.

Refit Contract Edition 6	Refit Contract Edition 7
6.1.3 circumstances beyond the Contractor's control including without limitation acts of god, acts or directives of government authorities, war or other hostilities, blockade, revolution, insurrection, mobilisation, civil war, civil commotion, riot, sabotage, epidemic, quarantine, earthquake, extreme adverse weather conditions, explosion, fire, strikes, lockouts, failure of electricity or other services, collision or stranding, import restrictions, destruction of the whole or part of the Contractor's Yard or the facilities of any of its subcontractors or suppliers, any delay by the Classification Society or other regulatory bodies insofar as such delay has not been directly caused by the Contractor, destruction of equipment or materials in transit to the Contractor's Yard, failure of castings, and/or, the non or late delivery of materials or equipment required in connection with the Works provided that they have been ordered in good time;	6.1.3 delay caused by circumstances beyond the Contractor's control including without limitation acts of god, acts or directives of government authorities, war or other hostilities, blockade, revolution, insurrection, mobilisation, civil war, civil commotion, riot, sabotage, epidemic, quarantine, earthquake, extreme adverse weather conditions, explosion, fire, strikes (provided they are not limited to the Contractor and/or its subcontractors), lockouts, failure of electricity or other services, collision or stranding, import restrictions, destruction of the whole or part of the Contractor's Yard or the facilities of any of its subcontractors or suppliers, any delay by the Classification Society or other regulatory bodies, destruction of equipment or materials in transit to the Contractor's Yard, failure of castings, and/or, the non or late delivery of materials or equipment required in connection with the Works provided that they have been ordered in good time; Insofar as the consequences of an event within the scope of this Clause 6.1.3 may affect the progress of the Works the Contractor agrees to give to the Owner notice of any event occurring under the terms of this Clause 6.1.3 within 5 Working Days of becoming aware of such event;

- d. The last paragraph in Clause 6.1 has been added to the Sub-Clause 6.1.3 and removed from the general wording in the Clause.

Refit Contract Edition 6	Refit Contract Edition 7
Insofar as any event occurring under the terms of Clause 6.1.3 above is not evident to both Parties or public knowledge and insofar as such event may affect the progress of the Works, the Contractor agrees to give to the Owner notice of any event occurring under the terms of Clause 6.1.3 above within 5 Working Days of becoming aware of such event.	

7. PRICE AND PAYMENT TERMS

- a. A new clause (Clause 7.2) has been added.

Refit Contract Edition 6	Refit Contract Edition 7
	7.2 If Redelivery is delayed due to matters which are the responsibility of the Owner under this Contract other than in accordance with any Variation Certificate but including due to any suspension of the Works under Clause 7.8, the Owner shall bear the additional costs of such prolongation at the rates set out on the Cover Page or in the Quotation/ Technical Specification. If no rates are stipulated the Contractor shall be entitled to claim compensation for such costs and/or loss subject to proof of actual expenditure or loss.

- b. In Clause 7.6 in Edition 7 (Clause 7.5 in Edition 6) the concept of invoices has been specified and a new sentence has been added to clarify the process of payment.

Refit Contract Edition 6	Refit Contract Edition 7
7.5 Invoices shall be settled within 7 Days of receipt. Any payment dispute shall be notified to the Contractor in writing within 5 Days of receipt of invoice. Without prejudice to the Contractor's entitlement to any disputed amount, the undisputed amount of any invoice shall remain payable within 7 Days of receipt of invoice. Interest shall accrue on late payment of invoices at the Interest Rate.	7.6 Invoices for the Contract Price, for Additional Works, for Emergent Works or for any other sum whatsoever due from the Owner to the Contractor shall be settled within 7 Days of receipt. Any payment dispute shall be notified to the Contractor in writing within 5 Days of receipt of invoice. Without prejudice to the Contractor's entitlement to any disputed amount, the undisputed amount of any invoice shall remain payable within 7 Days of receipt of invoice. Interest shall accrue on late payment of invoices at the Interest Rate. Payment shall be deemed to have been made upon receipt of cleared funds in the Contractor's nominated bank account.

- c. In Clause 7.8 in Edition 7 (Clause 7.7 in Edition 6) a sentence has been added to allow the option of suspending the Owner's contractors work in case of payment default.

Refit Contract Edition 6	Refit Contract Edition 7
7.7 In default of settlement of any invoice within 10 Days of receipt, the Contractor may suspend any or all of the Works and postpone the Redelivery Date until receipt of all outstanding sums including interest at the Interest Rate from 10 Days after the date of receipt of invoice until the date of receipt of payment. The Owner shall in addition bear all costs and expenses occasioned by such suspension and postponement.	7.8 In default of settlement of any invoice within 10 Days of receipt, the Contractor may suspend any or all of the Works and postpone the Redelivery Date until receipt of all outstanding sums including interest at the Interest Rate from 10 Days after the date of receipt of invoice until the date of receipt of payment. The Owner shall in addition bear all costs and expenses occasioned by such suspension and postponement. Access for the Owner's contractors may be suspended when payment to the Contractor is outstanding.

8. INSURANCE AND LIMITATION OF LIABILITY

- a. The specification of "internationally recognised" in Clause 8.2 has been removed.

Refit Contract Edition 6	Refit Contract Edition 7
8.2 The aforesaid insurances shall be placed with internationally recognised insurers for no less than the Yacht's market value (in the case of hull and machinery) and the higher of the sum in Schedule III or any applicable statutory minimum (in the case of liability insurance). Before the Yacht enters the Contractor's Yard or other facilities the Owner shall provide the Contractor with copies of certificates evidencing the hull and machinery and liability insurances.	8.2 The aforesaid insurances shall be placed with insurers for no less than the Yacht's market value (in the case of hull and machinery) and the higher of the sum in Schedule III or any applicable statutory minimum (in the case of liability insurance). Before the Yacht enters the Contractor's Yard or other facilities the Owner shall provide the Contractor with copies of certificates evidencing the hull and machinery and liability insurances.

- b. A sentence has been added to Clause 8.4.1 (b) for clarity purposes.

Refit Contract Edition 6	Refit Contract Edition 7
(a) no liability to the Owner or anyone claiming through it for any negligence based liability for loss or damage to the Yacht, or for death or personal injuries for aggregated claims in excess of the value stated in the SRL Insurance box on the Cover Page;	(b) for matters to which paragraph (a) of this clause 8.4.1. does not apply , no liability to the Owner or anyone claiming through it for any negligence based liability for loss or damage to the Yacht, or for death or personal injuries for aggregated claims in excess of the value stated in the SRL Insurance box on the Cover Page;

c. A new Clause 8.4.1 (c) has been added.

Refit Contract Edition 6	Refit Contract Edition 7
	<i>(c) where more than one claim, including claims from third parties, is brought against the Contractor arising out of the same set of facts and based on contractual and/or tortious and/or any other non-contractual duties or obligations, no liability for the aggregate of all such claims for any amount in excess of the amount stated in the Aggregated Liability box on the Cover Page;</i>

d. Further explanations have been added to Clause 8.4.2.

Refit Contract Edition 6	Refit Contract Edition 7
8.4.2 any claim which the Owner may have against the Contractor shall be deemed to have been irrevocably withdrawn and/or have lapsed (unless previously satisfied, settled or withdrawn) if proceedings in respect of such claim have not been issued and served on the Contractor within 12 months after Redelivery and the Contractor shall thereafter have no liability howsoever arising whether in connection with this Contract or otherwise;	8.4.2 Any claim which the Owner may have against the Contractor shall be deemed to have been irrevocably withdrawn and/or to have lapsed (unless previously satisfied, settled or withdrawn) if <i>dispute resolution</i> proceedings in respect of such claim have not been issued and served on the Contractor within 12 months after Redelivery <i>except for claims under Clause 9 of this Contract, for which the above mentioned 12 month period will run from the last day of the Warranty Period (as it may have been extended in relation to the item or items giving rise to the claim) provided that such claims have been validly notified in accordance with the provisions of Clause 9</i> and the Contractor shall thereafter have no liability howsoever arising whether in connection with this Contract or otherwise.

e. The wording of Clause 8.4.4 has been changed for clarity purposes.

Refit Contract Edition 6	Refit Contract Edition 7
8.4.4 <i>save as and to the extent provided in this Contract in relation to Liquidated Damages for late Redelivery, neither the Contractor nor its subcontractors shall in any circumstances whatsoever be liable for any direct, indirect, economic or consequential losses, claims or expenses of whatever nature including without limitation any loss of use, charter, business, hire or profit;</i>	8.4.4 <i>the Liquidated Damages provided for in this Contract shall be the Owner's exclusive remedy for late Redelivery (whether in respect of for loss of use, loss of charter revenue or other consequential loss) and neither the Contractor nor its subcontractors shall in any circumstance whatsoever be liable for any indirect, economic or consequential losses, claims or expenses of whatever nature;</i>

f. Some words in Clause 8.4.6 have been added or modified for clarity purposes.

Refit Contract Edition 6	Refit Contract Edition 7
8.4.6 in case the Contractor gives its approval under Clause 5.2 to the engagement of Owner's contractors, the Owner shall sign a waiver and in respect of (a) below procure that its insurers sign a waiver of subrogation relating to works performed by an Owner's contractor waiving any recourse against the Contractor or its insurers for: (a) any incident arising directly or indirectly from <i>the action</i> of an Owner's contractor and (b) any delay in redelivery arising from such works (which shall be a Permissible Delay in accordance with Clause 6.1.1 above) or other consequent effect on the Contractor's performance;	8.4.6 in case the Contractor gives its approval under Clause 5.2 to the engagement of Owner's contractors, the Owner shall sign a waiver and, in respect of (a) below, <i>shall</i> procure that its insurers sign a waiver, of subrogation relating to works performed by an Owner's contractor waiving any recourse against the Contractor or its insurers for: (a) any incident arising directly or indirectly from the <i>acts or omissions</i> of an Owner's contractor, and (b) any delay in Redelivery arising from such works (which shall be a Permissible Delay in accordance with Clause 6.1.1 above) or other consequent effect on the Contractor's performance;

g. Clause 8.4.8 has been added.

Refit Contract Edition 6	Refit Contract Edition 7
	8.4.8 <i>the right of a Party to limit its liability by reference to Applicable Law or to any applicable International Convention shall not be restricted by the terms of this Contract.</i>

h. The word “only” has been added in Clause 8.5 for a more concise explanation.

Refit Contract Edition 6	Refit Contract Edition 7
8.5 The Owner covenants with the Contractor and its servants and agents that no such servant or agent shall in any circumstances whatsoever be liable to the Owner for any loss, damage or delay of whatever nature arising or resulting from any act, neglect or default on his part while acting in the course of or in connection with his employment or engagement. Without prejudice to the generality of the foregoing, every exemption, limitation and condition herein contained and every right, exemption and limitation of liability applicable to the Contractor or to which the Contractor is entitled shall also be available to protect every such servant or agent acting as aforesaid and for the purpose of this sub-clause the Contractor is or shall be deemed to act as agent or trustee on behalf of and for the benefit of all persons who are or might be its servants or agents from time to time and all such persons shall to this extent be or be deemed to be parties to this Contract.	8.5 The Owner covenants with the Contractor and its servants and agents that no such servant or agent shall in any circumstances whatsoever be liable to the Owner for any loss, damage or delay of whatever nature arising or resulting from any act, neglect or default on his part while acting in the course of or in connection with his employment or engagement. Without prejudice to the generality of the foregoing, every exemption, limitation and condition herein contained and every right, exemption and limitation of liability applicable to the Contractor or to which the Contractor is entitled shall also be available to protect every such servant or agent acting as aforesaid and for the purpose of this sub-clause the Contractor is or shall be deemed to act as agent or trustee on behalf of and for the benefit of all persons who are or might be its servants or agents from time to time and all such persons shall to this extent <i>only</i> be or be deemed to be parties to this Contract.

i. Clause 8.6 has been added for mutuality (ref Clause 8.5).

Refit Contract Edition 6	Refit Contract Edition 7
	8.6 <i>The Contractor covenants with the Owner its Representative, Captain and crew but excluding absolutely any commercial contractors engaged by the Owner to carry out work on or around the Yacht that no such Representative, Captain or crew shall in any circumstances whatsoever be liable to the Contractor for any loss, damage or delay of whatever nature arising or resulting from any act, neglect or default on his part while acting in the course of or in connection with his employment by the Owner. Without prejudice to the generality of the foregoing, every exemption, limitation and condition herein contained and every right, exemption and limitation of liability applicable to the Owner or to which the Owner is entitled shall also be available to protect every such Representative, Captain or member of crew acting as aforesaid and for the purpose of this sub-clause the Owner is or shall be deemed to act as agent or trustee on behalf of and for the benefit of all persons who are or might be its Representative, Captain or crew from time to time and all such persons shall to this extent only be or be deemed to be parties to this Contract.</i>

- j. The word “restricted” in Clause 8.9 in Edition 6, has been modified in Clause 8.10 of Edition 7 for a further explanation.

Refit Contract Edition 6	Refit Contract Edition 7
8.9 The Owner’s liability for damage caused to the Contractor, its facilities, the Works, the Additional Works and third parties by the Yacht or other goods of the Owner or by the Yacht’s crew, by the Owner or by third parties employed or instructed by the Owner including the Owner’s contractors shall not be restricted .	8.10 The Owner’s liability for damage caused to the Contractor, its facilities, the Works, the Additional Works and third parties by the Yacht or other goods of the Owner or by the Yacht’s crew, by the Owner or by third parties employed or instructed by the Owner including the Owner’s contractors shall be limited to the sum stated in and in accordance with the terms of the Yacht’s P&I entry or other liability insurance which sum is declared on the Cover Page .

9. **WARRANTY**

- a. Further explanations have been added to Clause 9.2.

Refit Contract Edition 6	Refit Contract Edition 7
Furthermore, the Contractor shall only be required to repair or replace its own defective materials or workmanship even if such materials or workmanship are incorporated in a composite system which has failed.	<p>Furthermore:</p> <ul style="list-style-type: none"> - the warranty for components, material, machinery and equipment will have the same duration and will be provided at the same conditions as supplied by the manufacturer/vendor; - in case of partial repairs of plants and/or machineries and/or engines, the Contractor will only warrant the employment of suitable spare parts and the correct installation of the same: The Contractor will not warrant the proper functioning of the whole plant and/or machinery and/or engine, being only required to repair or replace its own defective materials or workmanship even if such materials or workmanship are incorporated in a composite system which has failed.

- b. A nuance has been added in Clause 9.5 for clarity purposes.

Refit Contract Edition 6	Refit Contract Edition 7
9.5 The Contractor agrees that following a request therefor from the Owner it will (at the Owner's cost) execute and deliver such agreements, notices, instruments and other documents as may be necessary to assign, transfer or otherwise make available to the Owner the benefit of all unexpired and assignable warranties relating to the Yacht or the Works then vested in Contractor and granted by its subcontractors or suppliers. It is acknowledged, however, such assignment will not include any claims that are being pursued by Contractor.	9.5 The Contractor agrees that following a request therefor from the Owner it will (at the Owner's cost) execute and deliver such agreements, notices, instruments and other documents as may be necessary to assign, transfer or otherwise make available to the Owner the benefit of all unexpired and assignable warranties relating to the Yacht or the Works then vested in the Contractor and granted by its subcontractors or suppliers to the fullest extent possible . It is acknowledged, however, such assignment will not include any claims that are being pursued by the Contractor.

- c. Several changes have been added to Clause 9.7 to widen the list of services and for clarity purposes. Further explanations have been added to clarify the procedure regarding warranty works.

Refit Contract Edition 6	Refit Contract Edition 7
9.7 Should it become necessary to drydock the Yacht for the purposes of any warranty works, and other work for which drydocking is required is performed at the same time, drydocking expenses shall be shared between the Contractor and the Owner in proportion to the respective costs of the works for which they are responsible.	9.7 Should it become necessary to berth, slip, haul out or dry-dock the Yacht for the purposes of any warranty works, then if any other work for which such berthing, slipping, hauling or dry-docking is required is performed at the same time, then the expenses of berthing, slipping, hauling or dry-docking and all related service and facilities costs and charges shall be shared between the Contractor and the Owner in proportion to the respective costs of the works for which they are responsible. Utilities, services and other facilities which are consumed or used by the Yacht shall remain the responsibility of the Owner at all times. The timeframe for the period of the warranty works shall be agreed between the Owner and the Contractor before the Yacht enters the warranty repair yard.

- d. Clause 9.10 has been added.

Refit Contract Edition 6	Refit Contract Edition 7
	9.10 The Warranty Period shall be reduced by the period (if any) by which the effective date of Redelivery is postponed due to delay attributable to the Owner under Clause 6.1.1 or 6.1.2.

10. TAXES AND DUTIES

No changes.

11. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

No changes.

12. CANCELLATION AND TERMINATION

- a. In Clause 12.4.2, the reference to provisions in Clause 7.7 of Edition 6 has been removed in Edition 7.

Refit Contract Edition 6	Refit Contract Edition 7
12.4.2 the other Party is in persistent and material breach of its obligations under the Contract and such breach continues unremedied for fifteen days after written notice of the breach has been given to that other Party (with the exception of the provisions of 7.7); or	12.4.2 the other Party is in persistent and material breach of its obligations under the Contract and such breach continues unremedied for fifteen days after written notice of the breach has been given to that other Party; or

13. LAW AND DISPUTES

- a. Clause 13.1 has been extended to include non-contractual obligations.

Refit Contract Edition 6	Refit Contract Edition 7
13.1 This Contract shall be governed by and construed in accordance with the Applicable Law.	13.1 This Contract including any non-contractual obligations arising out of or in relation to it shall be governed by and construed in accordance with the Applicable Law.

b. Clause 13.2.1 has been modified for generalization purposes.

Refit Contract Edition 6	Refit Contract Edition 7
13.2.1 technical disputes (being disputes or claims regarding any technical matter arising out of or relating to the Works including as to compliance of the Works with Quotation/Technical Specification, Classification Society requirements, drawings and instructions) shall at the request of either Party be referred to a mutually acceptable technical expert who shall act as such (and not as an arbitrator) and whose opinion on the matter shall be final and binding. <i>If the Parties shall fail to agree upon the identity of an expert as aforesaid, such expert shall be nominated by the Classification Society;</i>	13.2.1 technical disputes (being disputes or claims regarding any technical matter arising out of or relating to the Works including as to compliance of the Works with Quotation/Technical Specification, Classification Society requirements, drawings and instructions) shall at the request of either Party be referred to a mutually acceptable technical expert who shall act as such (and not as an arbitrator) and whose opinion on the matter shall be final and binding. <i>If there is no Technical Expert named on the Cover Page or either Party is unable to accept the appointment an expert shall be nominated by the body named on the Cover Page or, failing that, the Secretary General of ICOMIA ;</i>

c. Reference to Schedule 1 has been added to Clause 13.2.2 for specifying dispute resolutions.

Refit Contract Edition 6	Refit Contract Edition 7
13.2.2 all other disputes shall be determined in accordance with the specified dispute resolution (see Cover Page) herein.	13.2.2 all other disputes shall be determined in accordance with the specified dispute resolution (see Cover Page and/or <i>Schedule 1</i>) herein.

d. Clause 13.3 of Edition 6 has been removed in Edition 7.

Refit Contract Edition 6	Refit Contract Edition 7
<i>13.3 Insofar as any dispute or claim cannot be resolved under the procedures set out in Clause 13.2 above, it shall be determined in accordance with the laws of the jurisdiction identified on front page of this Contract as the Applicable Law</i>	

14. MISCELLANEOUS

No changes.

15. WAIVER OF SURROGATION

Additional text has been added.

Refit Contract Edition 6	Refit Contract Edition 7
declare that we will take no legal action against (contractor) and/or its insurance company for any accident(s) arising from any work(s) including but not limited to lifting operations and dry docking undertaken by the said contractor. This waiver of liability is valid for <i>any</i> claims for damage above the amount of €?, which is the maximum limit of the insurance coverage of (contractor) except in the case of damage occurring from gross negligence or a wilful act on behalf of the said contractor.	declare that we will take no legal action against (contractor) <i>including its subcontractors</i> and/or its insurance company for any accident(s) arising from any work(s) including but not limited to all <i>hotworks</i> , lifting operations and dry-docking undertaken by the said contractor. This waiver of liability is valid for <i>all aggregate</i> claims for damage above the amount of €?, <i>being the agreed level of shiprepairers' liability cover required by the relevant refit contract except in the case of loss or damage arising from the gross negligence or a wilful act of the directors or other senior personnel of the said contractor.</i> <i>Nothing in this waiver shall restrict the right of the Contractor including its subcontractors to limit its liability in accordance with any applicable law or international convention.</i>