

Text from contract.  
E. Ing. Dubinski,  
"SWAROZYC."

## COPY

### Art. 11

After the ship has been delivered to the Purchasers the Builders shall be free from all responsibility, whatever defects there may be, with the exception of defects arising from bad workmanship, bad construction or the use of defected materials, and provided notice in writing shall have been given to the Builders, within the six months guarantee time, foreseen in art. 1.

In this case the Builders shall replace the defective parts and pay the cost of de- and remounting on the basis of the cost as if the work were done in Holland. In case of extreme urgency of the repair, the Purchasers shall have the right to execute it themselves, provided they give immediate advice to the Builders thereof. The Builders shall refund the cost of the repair on the basis of the cost they would have to pay as if the work had been done in Holland.

During the time of guarantee above mentioned the Builders shall appoint a guarantee engineer at their expense.

The Builders shall not be liable for loss of time, loss of profits or for expenses incurred by the Purchasers, nor for any damages suffered by third parties or for damages suffered by bad handling or bad manoeuvring, negligence in upkeep, defects arising from ordinary wear and tear or damages resulting from a casualty.

The engine parts etc. which have been replaced by the Builders themselves during the guarantee time shall be warranted for another six months of guarantee under the above mentioned conditions.



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