



PURCHASE ORDER TERMS AND CONDITIONS

As used herein, "Seller" includes Seller, its subsidiaries and affiliates; "Seaspan" for the purpose of these Purchase Order Terms and Conditions includes Seaspan ULC, Vancouver Shipyards Co. Ltd., Victoria Shipyards Co. Ltd., Vancouver Drydock Company Ltd., Vancouver Drydock Limited Partnership, Marine Petrobulk Ltd., Marine Petrobulk Limited Partnership, Seaspan Ferries Corporation and any other entity of which Seaspan ULC and/or its subsidiaries together own 50% or more of its equity capital. Seller and Seaspan hereby agree as follows:

1. SERVICES & DELIVERABLES.

Seller agrees to perform the services ("Services") and/or provide the goods (and any services ancillary thereto) (collectively referred to as "Goods"), described in the purchase order to which these Purchase Order Terms and Conditions are attached, in accordance with the applicable purchase order, scope of work [described in the applicable purchase order] and with these Purchase Order Terms and Conditions (collectively, this "Agreement"). Upon acceptance of a purchase order, shipment of Goods or commencement of Services, Seller will be bound by the provisions of this Agreement, including all provisions set forth on the face of the applicable purchase order, whether or not Seller acknowledges or otherwise signs this Agreement or the purchase order.

This Agreement does not constitute an irrevocable offer by Seaspan, and may be revoked at any time by Seaspan prior to acceptance by Seller. Any terms or conditions contained in any acknowledgment, invoice or other communication of Seller, which are inconsistent with this Agreement, are hereby acknowledged by Seller as being without effect. To the extent that this Agreement might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof, and shipment of the Goods or beginning performance of any Services by Seller will constitute such assent. Seaspan hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods or prior to commencement of any Services. Seaspan will not be subject to any charges or other fees as a result of such cancellation.

2. DELIVERY.

Time is of the essence. Delivery of Goods will be made pursuant to the schedule, via the carrier and to the place specified on the face of the applicable purchase order. Seaspan reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the order will be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the purchase order, Seller will use the least expensive method and the least expensive carrier. In the event Seller fails to deliver the Goods within the time specified, Seaspan may, at its option, decline to accept the Goods and terminate this Agreement without penalty or may demand its allocable fair share of Seller's available Goods and terminate the balance of the Agreement without penalty. Acknowledgment of delivery of Goods by Seaspan will not constitute acceptance. Seller will package all Goods in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents, including quantities and weight, without opening, and all boxes and packages must contain packing sheets listing the contents of the box or package. Seller's name and address, the packing slip number, and Seaspan's purchase order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

3. IDENTIFICATION, RISK OF LOSS & DESTRUCTION OF GOODS.

Seller assumes all risk of loss of Goods until received by Seaspan. Title to the Goods will pass to Seaspan upon receipt by Seaspan of the Goods at the designated destination. If the Goods ordered are destroyed prior to title passing to Seaspan, Seaspan may at its option terminate this Agreement without penalty, by notice to Seller or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If the loss of Goods is partial, Seaspan may require delivery of the Goods not lost.

4. PAYMENT; INVOICING.

As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to Seaspan as provided herein, the entity named as purchaser on the face of the applicable purchase order will pay Seller, less withholding taxes, if applicable, (i) the amount agreed upon and specified in the applicable purchase order or (ii) Seller's quoted price on date of shipment (for Goods) or the date Services were started (for Services), whichever is lower. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, and government imposed charges will be stated separately on Seller's invoice. Payment is made when Seaspan's cheque is mailed or Seaspan initiates an inter-bank transfer. Payment by Seaspan will not constitute acceptance of the Services or Goods. All personal property taxes assessable upon the Goods prior to receipt by Seaspan of Goods conforming to the purchase order will be borne by Seller. Seller will invoice Seaspan for all Goods delivered and all Services actually performed. Each invoice submitted by Seller must be provided to Seaspan within ninety (90) days of completion of the Services or delivery of Goods and must reference the applicable purchase order, and Seaspan reserves the right to return all incorrect invoices and such incorrect invoice will be deemed not to have been delivered. **Seaspan will receive a 2% discount of the invoiced amount for all invoices that are submitted more than ninety (90) days after completion of the Services or delivery of the Goods. Unless otherwise specified on the face of the purchase order, Seaspan will pay the invoiced amount subject to the following payment terms:**

• Net 45 Days.

Days will be calculated based on date of the Goods or Services received by Seaspan OR the date Seller's Invoice is received by the Seaspan accounts payable department, whichever is later.

Each invoice will include a sufficient description of the Goods and/or Services supplied, as well as Seaspan's purchase order number (shown on the face of the purchase order). When shipment is made from outside of Canada, customs invoices must be in quadruplicate and must be certified in accordance with Canada Border Services Agency rules and regulations. If Seaspan reasonably believes Seller is a non-resident, Seaspan will withhold the amounts required by law and will remit those amounts to the Canada Revenue Agency on behalf of Seller.

5. WARRANTIES.

5.1 Services: Seller represents and warrants that all Services will be completed in a professional, workmanlike manner, with the degree of skill and care that is employed by current, good and sound professional procedures of persons performing the same services as the Services. Further, Seller represents, warrants and covenants that the Services will be completed in accordance with applicable specifications and will be correct and appropriate



for the purposes contemplated by this Agreement. Seller represents and warrants that the performance of Services under this Agreement do not, and will not, conflict with, or be prohibited in any way by, any other agreement or statutory restriction by which Seller is bound.

5.2 Goods: Seller warrants that all Goods provided will be new, will not be used or refurbished, will be of the highest marine and commercial standards, will be free and clear of all charges, liens, claims and encumbrances. Seller has good and marketable title to the Goods and any goods delivered ancillary to the Services. Seller is aware of the intended use of the Goods and warrants that the Goods supplied are reasonably fit for their intended use. Seller warrants that all Goods delivered will be free from defects in materials and workmanship and will conform to all specifications and samples provided for a period of fifteen (15) months from the date of delivery to Seaspan or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. Seller hereby agrees that it will make spare parts for the Goods available to Seaspan for a period of five (5) years from the date of delivery at Seller's then current price, less applicable discounts. Additionally, Goods purchased will be subject to all written and oral warranties made by Seller's agents, and to all warranties provided for by the *Sale of Goods Act* (British Columbia), as amended or replaced from time to time. All warranties will be construed as conditions as well as warranties and will not be exclusive. Seller will furnish to Seaspan Seller's standard warranty and service guarantee applicable to the Goods. All warranties and Services guarantees will accrue to the benefit of both Seaspan and its customers. Seller, by delivery of the Goods, assigns all manufacturer's warranties to Seaspan for Goods manufactured by third party manufacturers. Seller will take all necessary or advisable steps to cause the assignment of such manufacturer's warranties to Seaspan.

5.3 Warranty Remedies: If Seaspan identifies a warranty problem with the Goods during the warranty period, Seaspan will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods, Seller will, at Seaspan's option and Seller's expense, either (i) repair or replace such Goods, (ii) credit Seaspan's account for the same or (iii) or refund the amount paid by Seaspan for the refund Goods. Replacement and repaired Goods will be warranted for the remainder of the warranty period or six (6) months from the date of repair or replacement, whichever is longer. The representations and warranties in this Section 5 will survive acceptance of and payment for the Goods and Services.

5.4 Corporate Status: Seller represents and warrants that: (i), if a corporation, it is duly incorporated or formed in its jurisdiction of incorporation and has the full power and capacity to enter into this Agreement and perform its obligations hereunder; (ii) this Agreement and the delivery of the Goods or the provision of the Services does not violate any agreement binding on Seller; and (iii) all necessary approvals have been obtained by Seller.

6. INSPECTION.

Seaspan will have a reasonable time after receipt of the Goods and before payment to inspect the Goods for conformity to specifications and samples, and Goods received prior to inspection will not be deemed accepted until Seaspan has run an adequate test to determine whether the Goods conform to the specifications or sample provided. Use of a portion of the Goods for the purpose of testing will not constitute an acceptance of the Goods. If Goods tendered do not wholly conform to the specifications or samples, Seaspan will have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect and risk of loss will pass to Seller upon Seaspan's delivery to the common carrier or Seller, whichever is earlier.

Mandatory quality assurance inspections will be conducted on all Services supplied by Seller at Seaspan sites. No Services are to be carried out at Seaspan sites until such inspections are conducted to Seaspan's satisfaction. All Services performed by Seller are subject to Seaspan's acceptance, at its sole discretion. If rejected, such Services will be re-performed at Seller's expense.

7. SELLER ON-SITE.

7.1 Safety: Prior to commencing any work at a Seaspan site (including vessels under the care and control of Seaspan), Seller must report to the site's first aid/safety facility. At the first aid/safety facility, Seller will receive a briefing on site-specific safety and environmental policies. Seller will comply with all site-specific policies and procedures. Upon completion of this briefing, Seller or its authorized representative must sign the briefing log.

7.2 Workers' Compensation Board: All work performed for Seaspan by an on-site Seller will be in accordance with Workers' Compensation Board ("WCB") regulations and Seaspan's safe work procedures and policies which will be made available to Seller. Prior to the commencement of the delivery of the Services on-site, and upon completion of the Services on-site, the on-site Seller must forward to Seaspan a current WCB clearance letter. No payment will be made by Seaspan to the on-site Seller without this certification.

7.3 Seaspan Customers: An on-site Seller may not directly contact Seaspan customers such as vessel owners or agents. All communications related to Seller's work must be directed to Seaspan staff on-site. An on-site Seller will not accept instructions or directions pertaining to the performance of the Services from any person other than Seaspan staff.

7.4 Esquimalt Graving Dock: All work performed at the Esquimalt Graving Dock by Seller must be performed in strict compliance with the "Esquimalt Graving Dock Environmental Best Management Practices" published by the Government of Canada.

7.5 Hazardous Goods: Seller will keep its work areas at any Seaspan site clean and tidy at all times, or as directed by Seaspan. All hazardous materials and waste are to be clearly marked and handled in accordance with Seaspan policies and procedures.

7.6 Delay: All work performed by an on-site Seller must be completed within the agreed upon time schedule. Work completed behind schedule, unless otherwise mutually agreed or due to a force majeure situation, will incur a penalty of 2% of the contract value for each day of delay.

8. INDEPENDENT CONTRACTOR.

Seaspan is interested only in the results obtained under this Agreement; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind Seaspan by contract or otherwise. Neither Seller nor its employees, agents or subcontractors ("Seller's Assistants") are agents or employees of Seaspan, and therefore are not entitled to any employee benefits of Seaspan, including but not limited to, coverage under any type of insurance. Seller will be responsible for all costs and expenses incidental to performing its obligations under this Agreement and will provide Seller's own supplies and equipment.

9. SELLER RESPONSIBLE FOR TAXES.

Seller will be solely responsible for paying all federal, provincial and municipal taxes, levies or fees, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment under this Agreement. Seaspan will have no responsibility to pay or withhold from any payment to Seller any federal, provincial or municipal taxes or fees.



10. INSURANCE.

Seller will be solely responsible for maintaining and requiring Seller's Assistants to maintain such adequate health, automobile, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's and Seller's Assistants' trades or businesses, whichever affords greater coverage. At Seaspan's request, Seller will provide Seaspan with certificates of insurance or evidence of coverage satisfactory to Seaspan before commencing performance under this Agreement. Seller will provide adequate coverage for any Seaspan property or Seaspan customer property under the care, custody or control of Seller or Seller's Assistants.

11. INDEMNITY.

Seller will indemnify, hold harmless, and, at Seaspan's request, defend Seaspan, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses and expenses, including legal fees and the costs of any action arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs, (ii) Seller or any of Seller's Assistants being found by a governmental authority to not be an independent contractor or otherwise being found to be an employee of Seaspan, (iii) any claim based on the negligence, omissions or willful misconduct of Seller or any of Seller's Assistants, (iv) any claim by a third party against Seaspan alleging that the Goods or Services, the results of such Services, or any other products or processes provided under this Agreement, infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes and (v) any lien filed or claimed by Seller or any supplier or permitted subcontractor against real or personal property of Seaspan. Seller will not settle any suit or claim involving Seaspan without Seaspan's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by Seaspan in enforcing this indemnity, including legal fees.

Should Seaspan's use, or use by its distributors, subcontractors or customers, of any Goods or Services purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller will, at its sole cost and expense, either: (i) substitute fully equivalent non-infringing Goods or Services; (ii) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (iii) obtain for Seaspan, its distributors, subcontractors and customers the right to continue using the Goods or Services; or (iv) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

12. CONFIDENTIALITY.

12.1 Confidentiality: Seller will acquire knowledge of Seaspan Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Seaspan Confidential Information in confidence during and following termination or expiration of this Agreement. "Seaspan Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined herein) and other material or information considered proprietary by Seaspan relating to the current or anticipated business or affairs of Seaspan which is disclosed directly or indirectly to Seller. In addition, Seaspan Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Services or Goods to Seaspan. Seaspan Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before Seaspan disclosed it to Seller, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller, (iii) which Seller developed independently without use of the Seaspan Confidential Information, as evidenced by appropriate documentation or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information which is required by law to be disclosed so long as Seller provides prompt notice to Seaspan of such requirement prior to disclosure.

Seller agrees not to copy, alter or directly or indirectly disclose any Seaspan Confidential Information. Additionally, Seller agrees to limit its internal distribution of Seaspan Confidential Information to Seller's Assistants who have a need to know such information, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's Assistants of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own confidential information, but in any event not less than reasonable care to prevent the unauthorized use or disclosure of Seaspan Confidential Information.

Seller further agrees not to use the Seaspan Confidential Information except in the course of performing its obligations under this Agreement and will not use such Seaspan Confidential Information for its own benefit or for the benefit of any third party. The co-mingling of the Seaspan Confidential Information with information of Seller will not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products which incorporate Seaspan Confidential Information. All Seaspan Confidential Information is and will remain the property of Seaspan. Upon Seaspan's written request or the termination of this Agreement, Seller will return, transfer or assign to Seaspan all Seaspan Confidential Information, including all Work Product, as defined herein, and all copies thereof.

12.2 Conflict of Interest: During the provision of the Good or Services to Seaspan, Seller will not perform services for or supply goods to a person if the provisions of services or the supply of goods to that person would be seen by a reasonable person to place Seller in a conflict of interest.

13. RECORDS AND REPORTS

If Seller is providing Services, Seller will maintain time records, books of account, invoices, receipts for all expenses incurred in the provision of the Services for a period of six years from this Agreement. Seaspan will have the right to audit the books and records of Seller as they relate to the provision of the Services.

14. OWNERSHIP OF WORK PRODUCT.

For purposes of this Agreement, "Work Product" includes, without limitation, all copyright, designs, discoveries, creations, works, devices, mask works, models, work in progress, Services deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the Services performed hereunder. Standard Goods manufactured by Seller without having been designed, customized or modified for Seaspan do not constitute Work Product. All Work Product will at all times be and remain the sole and exclusive property of Seaspan. Seller hereby agrees to irrevocably assign and transfer to Seaspan and does hereby assign and transfer to Seaspan all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Seller will obtain, at its own cost and Seaspan's request, waivers of moral rights from



all Seller's employees and agents involved in the creation of the Goods or Services. Seaspan will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, to execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name, or to follow any other procedure that Seaspan deems appropriate. Seller agrees to: (i) disclose promptly in writing to Seaspan all Work Product in its possession; (ii) assist Seaspan and cause Seller's Assistants to assist Seaspan, in every reasonable way, at Seaspan's expense, to secure, perfect, register, apply for, maintain, and defend for Seaspan's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in Seaspan's name as it deems appropriate; and (iii) otherwise treat all Work Product as Seaspan Confidential Information. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by Seaspan to Seller will remain the sole property of Seaspan.

Seller will ensure that Seller's Assistants appropriately waive any and all claims and moral rights and that each of Seller's Assistants assigns, if applicable, to Seaspan any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller irrevocably agrees not to assert against Seaspan or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the Work Product.

Seaspan will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time without using equipment, supplies, facilities, trade secrets or Seaspan Confidential Information, unless (i) such works relate to Seaspan's business or Seaspan's actual or demonstrably anticipated research or development or (ii) such works result from any Services performed by Seller for Seaspan.

15. NON-INTERFERENCE WITH BUSINESS.

During and for a period of two years immediately after the termination or expiration of this Agreement, Seller agrees not to interfere with the business of Seaspan in any manner, and will not solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with Seaspan.

16. TERMINATION.

Seaspan may terminate this Agreement upon or take any step to do any of the following written notice to Seller, if Seller fails to perform or otherwise breaches this Agreement, avails itself of any creditor protection legislation, becomes insolvent, or dissolves. In the event of such termination, Seaspan will pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to Seaspan through the date of termination, less appropriate offsets, including any additional costs to be incurred by Seaspan in completing the Services or sourcing the undelivered Goods.

Seaspan may terminate this Agreement for any other reason upon thirty (30) days' written notice to Seller. Seller will cease to perform Services and/or provide Goods under this Agreement on the date of termination specified in such notice. In the event of such termination, Seaspan will be liable to Seller only for those Services satisfactorily performed and those conforming Goods delivered to Seaspan through the date of termination, less appropriate offsets.

Seller may terminate this Agreement upon written notice to Seaspan if Seaspan fails to pay Seller within sixty (60) days of Seller notifying Seaspan in writing that payment is past due.

Upon the expiration or termination of this Agreement for any reason: (i) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those obligations which by their nature survive such termination or expiration; and (ii) Seller will promptly notify Seaspan of all Seaspan Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with Seaspan's instructions, will promptly deliver to Seaspan all such Seaspan Confidential Information or Work Product.

17. REMEDIES.

If Seller breaches this Agreement, Seaspan will have all remedies available by law and at equity. For the purchase of Goods, Seller's sole remedy in the event of breach of this Agreement by Seaspan will be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages will apply to this Agreement. Seller will have no right to resell Goods for Seaspan's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by Seaspan, and any resale so made will be for the account of Seller.

18. FORCE MAJEURE.

Seaspan will not be liable for any failure to perform, including failure to (i) accept performance of Services or (ii) take delivery of the Goods as provided, caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labour difficulties or shortage, inability to obtain materials, equipment or transportation. In the event Seaspan is so excused, either party may terminate the Agreement and Seaspan will at its expense and risk, return any Goods received to the place of shipment.

19. SEVERABILITY.

If any provision of this Agreement is deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

20. LIMITATION OF LIABILITY.

IN NO EVENT WILL SEASPAN BE LIABLE TO SELLER, SELLER'S ASSISTANTS OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT SEASPAN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING THE DEFINITION OF "SEASPAN" IN THESE PURCHASE ORDER TERMS AND CONDITIONS, ONLY THAT SEASPAN ENTITY THAT IS SHOWN ON THE APPLICABLE PURCHASE ORDER WILL BE LIABLE TO SELLER UNDER THIS AGREEMENT.



21. ASSIGNMENT; WAIVER.

Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of Seaspan. Any assignment or transfer without such written consent will be null and void. For the purposes of this Agreement an assignment includes a change of control of Seller. Seller may not subcontract any of the Services or Goods without the express written consent of Seaspan. This Agreement will ensure to the benefit of, and be binding upon, the successors and assigns of Seaspan without restriction. A waiver of any default hereunder or of any term or condition of this Agreement will not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

22. NON-EXCLUSIVE AGREEMENT.

This is not an exclusive agreement and does not give Seller a right of first offer with respect to the future provision of goods or services to Seaspan. Seaspan is free to engage others to perform Services or provide Goods which are the same as or similar to those provided by Seller. Seller is free to, and is encouraged to, advertise, offer and provide Seller's services and/or goods to others; provided however, that Seller does not breach this Agreement.

23. NOTICES.

Except for purchase orders, which may be sent by local mail, facsimile transmission, or electronic mail, all notices and other communications hereunder will be in writing, and will be addressed to Seller or to an authorized Seaspan representative, and will be considered given (i) when delivered personally, (ii) when sent by confirmed facsimile, (iii) when sent by commercial overnight courier with written verification receipt or (iv) three (3) days after having been sent, postage prepaid, by first class or registered mail.

24. SURVIVAL OF OBLIGATIONS.

Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement will survive the expiration or termination of this Agreement.

25. GOVERNING LAW.

This Agreement and performance hereunder will be governed and interpreted by the laws of British Columbia and laws of Canada applicable therein. The parties irrevocably agree to attorn to the jurisdiction of the courts of the Province of British Columbia sitting in the Vancouver, British Columbia and agree that a judgment or order of such courts may be enforced in any other jurisdiction in any manner permitted by law and to attorn to any such jurisdiction in which such judgment or order is sought to be enforced. The applicability of the UN Convention on Contracts for the International Sale of Goods and the *International Sale of Goods Act* (British Columbia) are hereby expressly waived by the parties and will not apply to the terms and conditions of this Agreement.

26. ENTIRE AGREEMENT; MODIFICATION.

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties regarding the subject matter of this Agreement, and except where specified herein, supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. The terms and conditions of this Agreement will prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. This Agreement may not be added to, modified, superseded or otherwise altered by Seller. All Seaspan additions, deletions or revisions to the terms of this Agreement from time to time will be provided to Seller, and Seller is deemed to accept such revised terms by its delivery of Goods or Services, or a portion thereof, following such written notice by Seaspan.

27. COMPLIANCE WITH LAWS.

27.1 General: Seller will comply fully with all applicable federal, provincial and municipal laws in the performance of this Agreement including, but not limited to, all applicable employment, tax, export control and environmental laws.

27.2 Hazardous Materials: If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials.

28. INJUNCTIVE RELIEF.

Seller acknowledges and agrees that the obligations and promises of Seller under this Agreement are of a unique nature giving them particular value. Seller's breach of any of the terms of this Agreement will result in irreparable and continuing damage to Seaspan for which there will be no adequate remedy at law and, in the event of such breach, Seaspan will be entitled to seek injunctive relief or a decree of specific performance.