

STANDARD TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

“You” “Your” means the person, firm or company to whom we may agree to supply

“We” “Us” “Our” means Mariner Systems (UK) Ltd.

“the Classification Societies” means the Marine Classification Societies listed in the Specification.

“Conditions” means these terms and conditions of sale.

“the Contract” means any contract between us and you for the supply of Products.

“Mariner Kit” means the kit which is to be supplied by us pursuant to the Contract for use in connection with the designated computer equipment (together known as “the System”) as approved by the Classification Societies.

“Order” means our quotation for us to deliver the Products as accepted by you.

“Products” means any Products sold by us to you.

“Specification” means the details of the System set out in the certification provided by the Classification Societies as available on our web site.

2. WARRANTY

2.1 We warrant that the Mariner Kit shall be manufactured tested and packed in accordance with the Specification for a three-year period from the date of purchase.

2.2 All terms conditions and warranties (whether implied or made expressly) whether made by us or our servants or agents or otherwise (other than the express warranty set out in clause 2.1 above) are expressly excluded.

3. EXCLUSION OF LIABILITY

3.1 We shall be under no liability whatsoever to you for any indirect loss and/or expense (including loss of profit) suffered by you arising out of a breach of the Contract by us.

3.2 In the event of any breach of the Contract by us the remedies shall be limited to damages. Under no circumstances shall liability exceed the price of the Products as detailed on the Order.

3.3 You are provided with full information on the assembly and use of the Mariner Kit in the Mariner Systems Customer Pack. You acknowledge that failure to comply in full with these instructions will invalidate the Certification and any implied or express warranties given under the terms of the Contract and you will have no claim whatsoever against us for any subsequent failure of the Mariner Kit or any part of it.

3.4 We shall be under no liability whatsoever for use of the Mariner Kit with products excluded from the certified product range.

4. DELIVERY

4.1 The Products shall be delivered to you in accordance with Incoterms 2000 as stated on the order relating to this Contract unless otherwise agreed in writing by us.

4.2 Any date or time quoted for dispatch is to be treated as an estimate only. Dispatch may be postponed because of conditions beyond our reasonable control and in no event shall we be liable for any damages or penalty for delay in dispatch or delivery.

5. PAYMENT

5.1 We may at our discretion offer credit terms to you. Such credit terms shall be determined by us and confirmed in writing to you.

5.2 Unless and until credit terms are granted, you will pay for the Products prior to dispatch. We reserve the right not to release any Products until all such payments are unconditionally cleared and credited to our bank account.

5.3 Where credit terms are granted, and unless other terms are granted in writing, you will pay no later than 30 days following the date of our invoice and we reserve the right to suspend deliveries where payment is delayed.

5.4 If payment is not received by the relevant due date we may

5.4.1 Charge you interest on any overdue amount (on a daily basis) from the due date of payment to the date of actual payment (both dates inclusive) at the rate of seven per cent per annum above the Bank of England Base Rate for the time being in force.

5.4.2 Take legal action for the recovery of any amount due and interest thereon at the rate specified in clause 5.4.1 together with legal costs incurred for the recovery of sums owed.

5.4.3 Have the right, without prejudice to any obligation of you to us, to re-take possession of all or any of the Products and for that purpose to enter any premises (or authorise others to do so) occupied by you which you authorise, or require you to deliver up the Products to us.

6. CANCELLATION AND RETURN

6.1 We reserve the right to levy an administration charge of 25% of the cost of the Products, in respect of returns and cancellations.

6.2 Returns and cancellations must be made subject to the following:

6.2.1 prior authority having been obtained from us which will be given at our sole discretion;

6.2.2 the request for the return must be made within 28 days of the date of invoice and the Products in issue must be returned within 28 days of the authority to return at your expense;

6.2.3 the Products being a stock item as defined by us;

6.2.4 the Products must be complete with all original packaging;

6.2.5 the Products must be in a saleable condition;

6.2.6 the Products must be accompanied by a list of the Products;

6.2.7 the Products must still be covered by warranty (see section 2).

6.3 We reserve the right to reject any Products which do not comply with the conditions set out in clause 6.2 of these terms and conditions.

6.4 If we nevertheless agree to accept any Products returned which are not in a saleable condition, we reserve the right to charge the cost to you of bringing the Products into a saleable condition.

7. LAW

7.1 The contract shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties hereby agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

8. TERMINATION

8.1 This Contract may be terminated forthwith by notice in writing:

8.1.1 if either party fails to perform any of its obligations under these terms and conditions and such failure continues for a period of 14 days of written notice thereof, by the other party; or

8.1.2 by us if you fail to pay any sums due hereunder by the due date notwithstanding the provisions for late payment as stated in clause 5.4 of these terms and conditions or if you become insolvent.

8.2 We will deem you insolvent if:

8.2.1 you are unable to pay debts as they fall due; or

8.2.2 you or any item of your property becomes the subject of:

8.2.2.1 any formal insolvency procedure such as receivership, administration, liquidation, voluntary arrangements (including a moratorium) or bankruptcy.

8.2.2.2 any application or proposal for any formal insolvency procedure; or

8.2.2.3 any application, procedure or proposal overseas with similar effect or purpose.

8.3 Any termination of the contract under clause 8 of these terms and conditions shall be without prejudice to any other rights or remedies a party might be entitled to and shall not affect any accrued rights or liabilities of either party.

9. WAIVER

9.1 In the event that either party does not insist upon strict performance of any of these Conditions then this shall not be deemed a waiver of any rights or remedies nor of any subsequent default.

10. INVALIDITY

10.1 The invalidity, illegality or unenforceability in whole or in part of any provision of these Conditions shall not affect the validity of the remaining provisions.

11. ASSIGNMENT

11.1 Your rights and obligations under the Contract may not be assigned or transferred in whole or in part without our prior written consent.

11.2 We may without obtaining the consent of, or giving notice to you, assign or sub-contract all or any of our rights and obligations under the Contract.

12. NOTICES

12.1 Any notice or document or other communication to be given under these Conditions must be in writing and shall be given by sending the same in a pre-paid envelope or by facsimile transmission to the address of the relevant party set out in the Contract or to such other address as such party may have notified to the other for the purposes thereof.

12.2 Any notice, document or other communication sent by post shall be deemed (in the absence of evidence of earlier receipt) served 2 working days after dispatch if sent first-class (and 4 working days after dispatch if sent second-class) and in proving dispatch it shall be sufficient to show that the envelope containing such notice, document or other communication was properly addressed, stamped and posted. Any notice sent by facsimile transmission during normal office hours shall be deemed served at the time of transmission or if sent outside office hours shall be deemed to have been served on the next working day following its transmission.

13. ENTIRE AGREEMENT

13.1 These Conditions supersede all prior agreements, arrangements and understandings between you and us and constitute the entire agreement between you and us relating to the supply of goods. These Conditions shall prevail over any terms and conditions that you seek to introduce that are not expressly contained within these Conditions. We may vary these Conditions at any time for whatever reason provided we publish such varied conditions on our website or otherwise notify you of such change.