

## **MARINER SYSTEMS (UK) LIMITED**

### **STANDARD TERMS AND CONDITIONS OF SALE**

#### **1 Definitions**

In these conditions:

- 1.1 "the buyer" means the other party with whom the Company contracts
- 1.2 "the Company" means Mariner Systems (UK) Ltd.
- 1.3 "the Classification Societies" means the Marine Classification Societies [listed in the schedule 1/set out on the Specification/Invoice]
- 1.4 "Conditions" means the terms and conditions of sale set out in this document and no additions to or modifications of these conditions shall apply to the contract nor shall any terms or conditions submitted by the Buyer form part of any contract binding on the Company unless in any such case it is expressly accepted by the Company in writing
- 1.5 "the Contract" means any contract between the Company and the Buyer for the supply of Goods
- 1.6 "Delivery Date" means the date agreed for delivery of the Mariner Kit in accordance with the terms of the Contract
- 1.7 "Mariner Kit" means the kit which is to be supplied by the Company pursuant to the Contract [as listed in schedule 2/set out on the relevant invoice detailed in the Specification] and which forms part of the System
- 1.8 "Price" means the price for the Mariner Kit excluding VAT [as agreed in writing between the party/as set out in the schedule attached hereto/as set out in the proforma invoice]
- 1.9 "Specification" means the details of the System set out in the certification provided by the Classification Societies

#### **2 Recitals**

The Company develops and obtains approval/certification for the Mariner Kit for use in connection with the designated PC (together known as "the System") as certified by the Classification Societies.

#### **3 Warranty**

- 3.1 The Company warrants that the Mariner Kit shall be manufactured tested and packed in accordance with the Specification
- 3.2 All terms conditions and warranties (whether implied or made expressly) whether made by the Company or its servants or agents or otherwise (other than the express warranty set out in clause 3.1 above) are expressly excluded.

#### **4 Exclusion of liability**

- 4.1 The Company shall be under no liability whatsoever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach of the Contract by the Company.
- 4.2 In the event of any breach of the Contract by the Company the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Company exceed the Price of the Kit.
- 4.3 The Buyer is provided with full information on the assembly and use of the Mariner Kit in the attached Assembly Drawings and Use List. The Buyer acknowledges 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 the Buyer will have no claim whatsoever against the Company for any subsequent failure of the Mariner Kit or any part of it.

#### **5 Delivery – [CIF Contract]**

- 5.1 The Mariner Kit shall be delivered to the Buyer at:
  - 5.1.1 the address given to the company for delivery if this is within the European Union ("EU") or
  - 5.1.2 [named airport] if the address for delivery is not within the EU on or before the Delivery Date.
- 5.2 The Company shall arrange the carriage and insure the Mariner Kit from despatch until delivery as provided for in clause 5.1 on terms current in the trade for the benefit of the Buyer.
- 5.3 The Buyer shall take delivery of the Mariner Kit at [named airport] and bear all other costs and charges arising out of shipment of the Mariner Kit after delivery to [named airport] if delivery is pursuant to Clause 5.1.2.
- 5.4 The Mariner Kit shall be at the risk of the Buyer as from the moment it is delivered under the provisions of clause 5.1.1 or 5.1.2 as the case may be.
- 5.5 Any necessary import/export licences should be applied for by and are the responsibility of the Buyer and the Company cannot be held liable for any delay in delivery of the Mariner Kit resulting from the Buyer's failure to obtain necessary clearance.

#### **6 Price**

- 6.1 For delivery within the EU the Price shall include carriage packaging and insurance to the delivery address.
- 6.2 For delivery outside the EU the Price shall include the costs of carriage and packaging to the [named airport] and insurance cover until the Mariner Kit is loaded on board the aircraft.
- 6.3 Payment of the Price plus VAT if appropriate is due in full before the Mariner Kit will be dispatched unless the Company agrees to accept later payment from the Buyer.

#### **7 General**

- 7.1 Neither party shall be liable for any default due to any act of God war strike lock out industrial action fire flood drought storm or other event beyond the reasonable control of that party.
- 7.2 This contract is subject to the law of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England and Wales and irrevocably agree that proceedings issued out the said Courts may without prejudice to the rules of service of such Courts be served on them by delivering such proceedings in an envelope addressed to the party to be served at the address for such party set out in the Contract.
- 7.3 Nothing in this clause shall prevent the Company from commencing proceedings against the Buyer in any other Court of competent jurisdiction nor shall the commencement of proceedings in any one or more jurisdictions preclude the commencement of proceedings in any other jurisdiction whether concurrently or not.

#### **8 Insolvency**

- 8.1 If the Buyer fails to make payment for the Mariner Kit in accordance with the Contract or commits any other breach of this contract for sale or if any distress or execution shall be levied upon any of the Buyer's goods or if the Buyer offers to make any arrangement with its creditors or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if the Buyer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Mariner Kit shall become immediately payable.

8.2

The Company may in its absolute discretion and without prejudice to any other rights which it may have suspend all future deliveries of the Mariner Kit to the Buyer and/or terminate the Contract without liability on its part on the occurrence of any of the events outlined in clause 8.1.