

CONTRACT TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

Definitions

In these conditions:-

"Seller" means Mobile Marine Technology Ltd. Registered Offices 6 Atholl Crescent, Perth PH1 5JN

"Buyer" means the person, firm or company to whom goods or services are supplied

"Goods" means any goods supplied

"Services" means any services rendered by the Seller to the Buyer, other than training services.

General

Unless otherwise agreed in writing, these conditions shall supersede any terms and conditions stipulated, incorporated or referred to by the Buyer. The Buyer acknowledges that it has been offered other terms of contact, including the opportunity to pay a higher price in return for the Seller accepting alternative terms and conditions.

Quotations

Any quotation by the Seller constitutes an offer on the part of the Seller, which may be withdrawn or varied at any time by the Seller until receipt of the Buyer's acceptance. Any order from the Buyer shall constitute the Buyer's acceptance of the Seller's quotation and may not be withdrawn by the Buyer.

Specifications

All specifications, drawings and illustrations accompanying the quotation and provided by the Seller are approximate only and shall not form part of the contract unless expressly so stated in the quotation. Any such specifications, drawings and illustrations are subject to variations made from time to time by the manufacturers.

Warranties

- a) The Seller warrants that the Goods and the Services will comply with the description provided by the Seller in relation to quality and quantity subject to such tolerances as are normally accepted in the trade. The Buyer must notify the Seller in writing of any claim for defect or nonconformity within 28 days of supply. The Buyer's punctual and valid claim will be met, at the option of the Seller by replacement or repair by the Seller or by repayment of any sum paid by the Buyer in the repair of the defective goods and faulty workmanship.
- b) The above warranty is given by the Seller subject to the following conditions:-
 - i. The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the

Seller's instructions (whether oral or in writing), misuse or alteration or repair of the goods without the Seller's approval.

- ii. The above warranty does not extend to parts, materials, software or equipment not manufactured by the Seller in respect of which the Buyer shall only be entitled to benefit if any such warranty or guarantee as is given by the manufacturer to the Seller. IN PARTICULAR, THE SELLER DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE WILL MEET THE REQUIREMENTS OF YEAR 2000 CONFORMITY IN TERMS OF BSI DISC PD 2000-1.
- iii. EXCEPT AS EXPRESSLY PROVIDED IN THIS CLAUSE THE GOODS ARE SOLD WITHOUT ANY WARRANTY WHETHER EXPRESS OR IMPLIED AND ANY WARRANTY IMPOSED BY COMMON LAW OR STATUTE OF SCOTS LAW OR EC LAW INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABLE QUALITY, AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE CONTAINED IN THE SALE OF GOODS ACT 1979, IN SO FAR AS PERMITTED BY SCOTS LAW AND EC LAW, IS EXPRESSLY EXCLUDED.

Patent Warranties and Indemnity

The Buyer acknowledges that the Seller does not warrant that any of the products, materials, equipment or apparatus sold by it, if used or sold in combination with any other equipment, or used in the practice of methods or processes, will not be virtue of such combination or use, infringe the patents of others, and the Seller shall not be liable for any patent infringement arising from or by reason of any such use or sale. Further, the Seller shall not be liable for any patent infringement arising from or by reason of any sale of any materials, equipment or apparatus not of the Seller's manufacture, or for the use or sale of any materials, equipment or apparatus specially made in whole or in part to the Buyer's design specifications. In such instances, all such liabilities shall be borne by the Buyer.

Title and Risk

- a) Ownership of the title to the Goods shall not pass to the Buyer until payment in full for the Goods has been made notwithstanding delivery to the Buyer.
- b) Until ownership and title to the Goods has passed to the Buyer, the Seller may at any time subsequent to the due date for payment for the Goods require that the Goods be returned to the Seller, failing which the Seller shall be entitled to enter the Buyer's vessel or premises to recover possession of the Goods without relieving the Buyer of its obligation to make payment for the Goods.
- c) Notwithstanding that ownership and title remain with the Seller, risk of loss and damage shall pass to the Buyer on delivery of the Goods to the Buyer's order except where a Carrier is engaged to deliver the Goods in which case delivery is deemed to take place on delivery to the nominated carrier.

Packing

The Seller shall endeavour to prepare all shipments so that they will not break, rust or deteriorate in transit, but does not guarantee against such damage. Unless requested in

writing by the Buyer, no shipments are insured by the Seller against damage or loss in transit. The Seller will place insurance as nearly as possible in accordance with the Buyer's written instruction and in such case the Seller acts only as an agent of the Buyer.

Payment

The Buyer shall pay for the Goods and the Services without deduction at the price agreed plus VAT (where applicable) within 30 days of the date of invoice. Any tax or other charge, imposed by law, on the Goods or the Services shall be paid by the Buyer unless specifically provided by law to the contrary. The Seller reserves the right to invoice and the Buyer agrees to pay for all Goods when ready for shipment, whenever shipment is delayed pursuant to Buyer's written instruction or for any other reason beyond the Seller's control.

Liability

- a) EXCEPT IN RESPECT OF DEATH, OR PERSONAL INJURY CAUSED BY THE SELLER'S NEGLIGENCE, THE SELLER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND WHATSOEVER INCLUDING WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, INDIRECT OR CONSEQUENTIAL LOSS OF DAMAGE, LOSS OR PROFIT OR INCREASED COSTS OR EXPENSES OCCASIONED TO THE BUYER OR ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF THE BUYER OR ANY OTHER PERSON HOWSOEVER CAUSED EXCEPT AS PROVIDED BY STATUTE OR BY ANY PROVISION HEREUNDER.
- b) THE LIABILITY OF THE SELLER OR IN CONNECTION WITH THE CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE.
- c) THE CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY AGAINST CLAIMS AT THE INSTANCE OF THIRD PARTIES EXCEPT TO THE EXTENT THAT THE COMPANY IS LIABLE UNDER THIS CONTRACT.
- d) IF FOR ANY REASON THE ABOVE SUB-CLAUSE ARE NOT ENFORCEABLE, THE SELLER'S LIABILITY IN CONTRACT, DELICT, INCLUDING NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE), OR ANY OTHER KIND OF LIABILITY WHATSOEVER SHALL BE LIMITED TO £25,000.

Proper Law and Jurisdiction

The supply of the goods and the Services shall be governed by and construed according to the law of Scotland and the parties hereby prorogate, in so far as they are not already subject to, the jurisdiction of the Scottish Courts.

Returns Policy

As per our Terms of Sale, risk and title in the Goods pass to you on delivery. Save where the Goods do not comply with the Contract, we will not accept the return of any Goods ("Return") unless you accept and comply with our policy set out here.



mobile marine
TECHNOLOGY

tomorrow's technology today

We do not accept Returns of Goods that are digital products. All Returns of other Goods are at our sole discretion and must be pre-authorized by us in writing. We will require full details of the Goods, your account number, the relevant despatch number and invoice number. The Goods must be unused, complete, undamaged and must be on our current price list. Your request to return them must be notified to us in writing within a reasonable time period following delivery of goods. The Return must be properly packed and sent to us without delay. Assuming the Return complies with our authorisation and with this policy, we will issue a credit note to you for the value of the Goods, less a handling charge of 25% of the invoiced value of the Goods or £30 (thirty pounds) whichever is the greater. Risk and title in the Goods will immediately revert to us. We may reject any Goods returned to us that do not comply with this policy or with any relevant Return authorisation. We may dispose of such Goods without liability as we alone see fit. This policy is offered as a special service to our customers and does not constitute a right to return Goods to us nor impose any additional obligation on us to accept Returns beyond those specifically provided for in the relevant Contract.