



## **SIRM UK Marine Ltd**

### **STANDARD TERMS AND CONDITIONS OF SALE FOR MARINE EQUIPMENT AND SERVICES**

#### **1. Definitions**

The following definitions are used in these Terms and Conditions of Sale and Supply.

“Company” means “SIRM UK Marine Ltd”.

“Purchaser” means any business or individual placing an order with the Company.

“Product” means any material, equipment or services offered or supplied by the Company.

#### **2. Purpose**

These terms and conditions apply to every quotation, bid or tender (“Offer”) provided by, and all orders accepted by the Company, for any Product offered and any such Offer must be signed by an authorised signatory and is subject to confirmation from the Company at the time of acceptance of any order. Unless extended or amended by the Company in writing any such Offer is valid for 30 days from the date thereof. The Company rejects any other terms and conditions, and the placing of any order by a Purchaser shall indicate acceptance of these terms.

#### **3. Prices.**

Unless otherwise stated all prices are offered in the currency of Pounds Sterling, and exclude Value Added Tax (VAT), or any other sales tax or duty whether or not included on any Offer or invoice. The Company operates a minimum order value of £50.00, and reserves the right that any orders received which in total are less than this value, may be either rejected or increased to £50.00 (excluding VAT or any other charges).

Unless otherwise stated, any pricing for labour is based on the standard working hours of Monday to Friday 0900 to 1700 with overtime being applied at the prevailing rate to time worked outside of these hours. If a daily rate is quoted this is for a maximum of ten hours per day with overtime also being applied at the prevailing rate for time worked in excess of ten hours.

#### **4. Credit Checking**

The Company shall be entitled to assess the acceptability of the Purchaser by reference to any agency such as credit reference and fraud prevention agencies. The Company will use any such information provided by these agencies to help make credit and credit related decisions about applicants. If the Purchaser gives false or inaccurate information, then details may be passed to credit reference and fraud prevention agencies and the Purchaser will be liable to the Company for any act of misrepresentation. Any data acquired will be held securely, in confidence, and used for the purpose of carrying out the Company’s business.

Under the Data Protection Act (1998) a Purchaser has the right to know what data is held by the Company and this information will be provided upon written application and payment of a £50 administration fee (waived for individuals/consumers).

#### **5. Delivery**

The Company will undertake reasonable efforts to deliver the product in accordance with the estimated delivery times stated in the Offer and as requested by the Purchaser’s written order, but the Company will not be liable for any delay in delivery other than as expressly stated herein. Delivery shall be EXW SIRM UK Marine Ltd Premises (Incoterms 2010) unless otherwise stated in the Offer. The Company reserves the right to select the most appropriate method of delivery unless specific delivery instructions are provided by the Purchaser. Goods will not be insured unless specifically requested and paid for by the Purchaser. Delivery will be charged to the Purchaser at cost, including costs of insurance plus fifteen percent unless stated otherwise by the Company in writing.

#### **6. Claims**

Any claim, including a claim arising from damage, delay or partial loss of the Product in transit must be made in writing to the Company so that it is received within five days of the occurrence. All claims received will be assessed against the delivery terms to establish validity.

#### **7. Installation**

The Purchaser may install the Product themselves and the Company shall, if requested, provide an installation manual that may include suitable drawings showing dimensions, cable plans and connections in order to facilitate the Purchaser to plan and install the product. The Purchaser shall, at his own cost supply all foundations, and mount all equipment and install interconnecting cables, including any provided by the Company, and make connections in accordance with the information provided by the Company.



In the event that the Company installation is included in the Offer and Purchaser's order, the Company shall install the Product at an agreed time, but in any event within 4 (four) weeks of Product availability, and at a UK location unless agreed otherwise. Unless specifically excluded in the Offer and Purchaser's order, the Purchaser shall be responsible for: ensuring that all required cabling, interfaces and mounting locations are available, provision of all housings and furniture, ventilation arrangements, provision of any required power supplies, any shipwright work, removal or replacement of deckhead and bulkhead covers, provision and use of a crane and operator, providing the Company access as required to undertake the installation and anything else reasonably required by the Company. In the event that the Company engineer is unable to undertake the installation as a result of the Purchaser's failure to fulfil these requirements, the Company shall be entitled to charge any additional costs incurred in revisiting the vessel.

## **8. Commissioning**

If the Company's commissioning service is detailed in the Offer and Purchaser's order, when installation has been completed the Purchaser shall provide the Company with sufficient notice for the Company to provide a qualified Engineer to inspect the installation at a UK location unless otherwise agreed, and if found suitable, commission the Product. In the event the Company is installing the Product, the commissioning will be automatically undertaken by the Company on completion of the installation.

If the Purchaser requires the Company's Engineer to commission the Product and the commissioning service has not been included in the Offer and the Purchaser's order, the Purchaser may request in writing for the Company to provide this service. The Purchaser and Company shall agree a time and location for the commissioning to take place and the Purchaser shall pay the Company the hourly or daily charge for this service as detailed in the Offer, including all travelling costs and living expenses. Work conducted at weekends, public holidays and outside normal working hours will incur an additional charge.

Unless otherwise detailed in the Offer and Purchaser's order, the Purchaser shall be responsible for: ensuring that all required equipment is properly installed and providing the Company access as required to undertake the commissioning and anything else reasonably required by the Company. In the event that the Company engineer is unable to undertake the commission as a result of the Purchaser's failure to fulfil these requirements or should the Product fail its commissioning as a result of the incorrect installation of the Product, provided such installation was not undertaken by the Company, then the Company shall be entitled to charge any additional costs incurred in revisiting the vessel.

## **9. Hazards**

Purchasers are requested to inform the Company of any hazards of any type which our staff may be exposed to when visiting any location at the request of the Purchaser. The Purchaser indemnifies the Company against direct damage to the Company's property or that of others and injury to or the death of its employees or of others only if such direct damage, injury or death is caused either by the negligent acts or omissions of the Purchaser's employees, sub-contractors or agents while the Company is working on the Purchaser's or others' premises pursuant to the Purchaser's order.

All returns to the Company should be packed to dispatch methods used for the safe return of equipment and any hazardous materials should be packed in accordance with the regulations of dispatch AIR IATA, SEA IMDG, ROAD ADR.

## **10. Payment**

Invoices for Products will be submitted at the time of dispatch and shall be paid by the Purchaser in full and free of bank charges, within 30 days of the date of invoice. The Company reserves the right to charge statutory interest and fees on any overdue payment in line with current UK Late Payment Legislation. The Purchaser is not entitled to withhold payment due to minor concerns including but not limited to the absence of any part of the Product of such minimal importance as it does not affect the successful commissioning of the Product. For the avoidance of doubt this shall not waive the requirement for the Company to fulfil its obligations under the contract including the provision of the complete Product.

If the Company incurs any cost in the collection of any overdue payment including, but not limited to, court fees, recovery agent fees, bailiff fees etc. then it will be entitled to recover these from the Purchaser plus a handling fee of ten percent.

## **11. Title and Risk**

The Product shall remain the property of the Company until paid for in full, excepting that full risk in the product shall pass to the Purchaser on dispatch, including risk of loss, damage or destruction by any means whatsoever. If, the Company's invoice has not been paid in accordance with its terms of payment, the Company shall, following written notice be entitled to enter the premises of the Purchaser and recover the product.



## **12. Suspension**

If the Purchaser is in breach of any of these conditions of sale, then the Company shall be entitled to take any protective measures that it determines appropriate including, but not limited to suspension or termination of the Purchaser's order. For the avoidance of doubt breach shall include failure by the Purchaser to make payment to the Company in the times or by the dates as specified in the Offer and Purchaser's order.

## **13. Cancellation**

Once an order has been formally accepted by the Company any cancellation by a Purchaser will only be considered by the Company if it has been advised in writing. Should the Company, in its absolute discretion, accept such cancellation, the Purchaser shall pay a cancellation/restocking fee of twenty-five percent of the total order value plus the price for work already undertaken as invoiced by the Company. The Purchaser shall return any delivered Products in the same condition as they were dispatched within 14 days of notice of cancellation, in the event the Purchaser fails to do so the Purchaser shall pay any invoice issued by the Company for those Products.

## **14. Warranty**

The Company warrants that the Product will be free from any defects in materials and workmanship for a period of either

12 months from Delivery for Products not requiring installation and commissioning; or

12 months from date of commissioning or 15 months from Delivery, whichever is the shorter, for Products requiring installation and commissioning.

The Purchaser must ensure that any installation and commissioning is undertaken by the Company's engineer(s) or in accordance with the Company's instructions by the Purchaser or a third party with the prior written agreement of the Company. The Company will have no further liability for the Product whatsoever, howsoever arising if the Purchaser fails to comply with this obligation.

In the event of an alleged Product defect, the Purchaser shall inform the company within 7 (seven) days of the defect arising and either return the Product to the Company, delivery DDP Chelmsford, Essex, UK (Incoterms 2010) or request the Company to visit the vessel in order to remedy the defect. The Company's attendance at a vessel will be subject to the availability of the Company's engineer(s).

Returned Products will be tested and either repaired, replaced or a credit provided at the Company's discretion. The Product will then be returned to the Purchaser, delivery FCA UK place or FOB UK port/FCA UK airport (Incoterms 2010) for overseas Purchasers.

Defective Products at vessels visited will be tested and either repaired, replaced or a credit provided at the Company's discretion. The Company will charge and the Purchaser shall pay for all reasonable and proper travel time, attendance time, travel and subsistence expenses and costs for shipment of spare parts outside of the UK unless otherwise agreed with the Company in writing. In the event that the Product is tested No Fault Found, the Company reserves the right to charge the Purchaser notwithstanding any prior written agreement. Upon repair or replacement, the warranty period remaining when the defect occurred will continue.

The Company shall not be liable for any defects caused by accident, abuse, misuse or neglect. The Company will have no further liability for the Product whatsoever, howsoever arising if any modification or repair is undertaken by the Purchaser or a third party without the Company's prior written permission.

If at the time the defect arises, the manufacturer's warranty is more advantageous than the Company's warranty then any benefit of such warranty may be passed on to the Purchaser at the Company's discretion.

This warranty does not extend to cover software upgrades or consumable items including but not limited to electronic tubes, bulbs, batteries and computer discs. The remedies contained herein are in full and final settlement of the Company's liability in the event of a defect and all other rights and remedies by law are hereby excluded to the maximum extent allowable.

## **15. Patents**

The Company shall be liable to the Purchaser in the event of any successful claim for infringement of United Kingdom Patent, Unregistered Design, Registered Design, Trade Mark or Copyright published or acquired at the date of the contract by use of the equipment for all costs and damages which the Purchaser may incur in any action for such infringement or for which the Purchaser may become liable in any such action PROVIDED ALWAYS that the Company shall not be liable to the Purchaser in the event that and in so far as such infringement arises as a result of the Company having followed a design or instruction furnished or given by the Purchaser or the equipment having been used in a manner or for a purpose or in a country not specified to or disclosed to the Company prior to the date of the contract OR as a result of the equipment having been used in association or combination with any other goods OR the Company has at its' expense procured for the Purchaser the right to continue to use the equipment



or have modified the equipment so that it does not infringe or replace the equipment by non-infringing equipment OR the Purchaser has failed to give to the Company the earliest possible notice in writing of any claim made or to be made or action threatened or brought against the Purchaser AND/OR the Purchaser has failed to permit the Company at its' expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim OR the Purchaser has made any admission which is or may be prejudicial to the Company in respect of any alleged infringement without the Company's prior written consent.

The Company shall, however, not be liable to the Purchaser for any loss of use of the equipment or for loss of profits or of contracts arising directly or indirectly out of any such infringement of Patent, Unregistered Design, Registered Design, Trade Mark or Copyright. The Purchaser on its' part warrants that any design or instructions furnished or given by it shall not cause the Company to infringe any Patent, Unregistered Design, Registered Design, Trade Mark or Copyright in the performance of the Company's obligations in accordance with the contract.

#### **16. Liability**

The Company shall only be liable for claims arising in accordance with obligations in these Conditions of Sale and Supply. No claim shall subsist howsoever arising that exceeds 50% of the value of the Product hereunder. Neither Company nor Purchaser shall be liable to the other for any indirect or consequential loss or damage which shall include but not be limited to any loss of profit, loss of use, loss or production or loss of contracts which the other may be at risk for or incur or whether the same be due partly or otherwise to negligence. For the avoidance of doubt no limitation of liability shall apply to any claim for death or personal injury.

#### **17. Disposal of Electrical Equipment & Hazardous Substances**

Compliance for the disposal of waste electronic equipment and hazardous substances in the European Union under EU Directive (2002/96/EC) WEEE (Waste Electrical & Electronic Equipment) is the responsibility of the Purchaser. If the Purchaser requests and the Company accepts to dispose of any hazardous substances, then the Company shall be entitled to levy the following charge for such disposal:

- Up to 2kg : £25
- Up to 10kg : £50
- Over 10kg : Price on Application

#### **18. Force Majeure**

Both the Company and the Purchaser shall not be liable, nor deemed to be in default for any delay or failure of performance resulting directly, or indirectly from any cause beyond their reasonable control, including, but not limited to, an Act of God, war, riot, strike, lockout or other labour or industrial dispute, fire, explosion, flood, sinking, legislation or Governmental act or decree.

#### **19. Disputes**

If any dispute or difference shall arise between Company and Purchaser in connection with or arising out of these Conditions, then the matter shall be subjected to 'bona fide' negotiations for a period of 60 days from the written notification from Company or Purchaser to that effect. If the matter has not been resolved and such resolution agreed in writing between the Company and Purchaser, then the matter shall be resolved by mutually agreed Arbitration or pursuant to Law.

#### **20. Set Off**

The Purchaser shall not be entitled to exercise any right of set-off or counter claim. Whenever under the contract any sum of money shall be recoverable from or payable by the Purchaser the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Purchaser under the contract, or under any other contract with the Company.

#### **21. UK Bribery Act**

The Company has established adequate procedures to comply with the UK Bribery Act 2010 and therefore will not enter into any negotiations for a contract that involves any suggestion that such activities may infringe this legislation either in the UK or abroad. Any requests for bribery will be refused and reported to UK Law Enforcement Agencies.

#### **22. Law and Jurisdiction**

These Terms and Conditions of Sale and Supply shall be governed by and construed in accordance with the Laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English Courts. Any contract shall in all respects be considered as an English contract made in England and Wales, subject to the Laws of England and Wales