

## W W Marine Services Terms and Conditions

### 1. Definitions in these conditions

"The Seller" or "The Company" means W W Marine Services limited

"The Buyer" means the person, Company or organisation purchasing Goods

"The Order" means the Buyer's instructions to the Seller to supply the Goods

"The Goods" means the subject(s) of the Order

"The Confirmation of Order" means the acceptance by the Seller of the Order

"The Price" means the Price for the Goods exclusive of VAT rolling at the date they are invoiced by the Seller

"The Contract" means the Contract formed by the acceptance of the Order.

"The Specification Letter" means the document outlining the exact specification the Goods will be built to and the price of such goods.

### 2. Applicability

These terms and conditions apply in preference to and supersede any terms and conditions referred to, offered or relied on by the Buyer whether in negotiations or at any stage in the dealings between the Seller and the Buyer with reference to the Goods to which the Contract relates. Without prejudice to the generality of the above, the Seller will not be bound by any standard or printed terms supplied by the Buyer in any of its documents, unless the Buyer specifically states in writing separately from such terms to apply and the Seller acknowledges such notification in writing.

### 3. Prices

All quoted Prices are exclusive of Value Added Tax unless otherwise stated. All quotations given are not offers capable of acceptance so as to make a binding Contract and so are subject to amendment or withdrawal by the Seller. All Orders placed with the Seller require the Seller's acceptance before any Contract arises.

The Price stated in Specification Letter is the exact price to supply the Goods. The Price stated in the Seller's catalogues or Price lists, are subjected to variation without notice and Goods will be invoiced at prices and, where applicable, exchange rates ruling at the date of despatch.

Unless otherwise stated the Prices stated include delivery for the Goods from Donoratico, Italy to the Testing Centre in Culham, Oxford.

### 4. Changes

If, after receipt of the Order for Goods but before delivery improvements are made in the design and/or specification of the Goods we may without giving notice to the Buyer, supply the improved Goods in place of those originally Ordered.

### 5. Delivery

Delivery shall be deemed to be effective when the Goods are unloaded at the delivery address nominated by the Buyer or his agent for delivery, except where the Goods are to be collected by the Buyer or his agent, when delivery shall be deemed to be effective when the Goods are loaded onto the vehicle collecting them. The Company reserves the right to deliver Goods by instalments and in such event each instalment shall be treated as a separate Contract provided that deliveries of further instalments may be withheld until the Goods or materials comprised in earlier instalments have been paid for in full. We make every effort to abide by any agreed delivery date but we can accept no liability in respect of non-delivery or delayed deliveries.

### 6. Specifications

The basis for the specification of the Goods supplied will be the specification letter supplied by the Seller. Any further changes to specification subsequently to the issue of the specification letter will be agreed in writing. The Buyer shall inspect the Goods immediately upon delivery and shall within seven days of delivery notify the Seller in writing of any defect, damage, loss, shortage, or other particulars by reason of which the Buyer alleges that the Goods do not conform with the Order, if no such notice is given, the Goods shall be deemed to have been supplied in accordance with the Order and to have been accepted by the Buyer. Goods may be returned which do not conform with the Order only with the consent of the Seller in writing. The Company reserves the right to refuse to accept any Goods returned, for whatever reason, if after inspection such Goods or their packaging prove unsatisfactory in any way.

The Company warrants that the Goods delivered to the Buyer shall be of merchantable quality and shall comply with the description referred to in the Contract but the Company's liability hereunder is limited to the Price of the Goods proved to be defective and for this purpose the Price shall be deemed to be the invoice Price of the Goods. The Company shall be entitled in its absolute discretion to replace such Goods upon the terms hereof in settlement of its liability in lieu of making a cash settlement.

#### 7. Payment

Unless otherwise agreed in writing the Contract Price will be paid in Pounds Sterling.

Unless otherwise agreed a deposit Payment for 10% of the total value of the order will be made within 7 days of the buyer making the order. The balance Payment is due as cleared funds 7 working days prior to the arrival of the Goods into the UK. Specific exclusions or changes to this requirement will be outlined in the conditions of payment on the invoice.

The Company reserves the right to request remittance with the Order. Should a well founded doubt arise about the Buyer's ability or willingness to pay invoices on the due date, the Seller reserves the right to cancel the Contract or postpone delivery until payment has been received. A refund of any deposit payments from the Buyer – less a handling charge - will only be made if the goods can be supplied to another source .

#### 8. Title

All Goods remain the Seller's property until paid for in full. Payment shall be treated as received by the Company when its bank account has been irrevocably credited with the amount in question. Until this time, the Buyer must keep these Goods identifiably separate from any other Goods in the Buyer's possession until the title of the property in the Goods passes to the Buyer in accordance with the above condition, the Company shall have the right and is hereby irrevocably granted a Licence by the Buyer to enter any premises in the occupation of or under the control of the Buyer during normal business hours for the purpose of obtaining possession of the Goods.

#### 9. Collection

Unless otherwise agreed - the Seller will deliver all Goods to Culham, Oxford and collection from here will be the responsibility of the Buyer.

#### 10. Insurance

Unless by prior arrangement, once title has passed to the Buyer they are responsible for insuring the Goods.

#### 11. Risk

The risk passes to the Buyer when the Goods are delivered by the Seller to the Buyer or to a carrier (whether employed by the Seller or the Buyer) on leaving the Seller's premises.

#### 12. Use

It is the Buyer's responsibility to determine whether the Goods are suitable for the contemplated use, whether or not such use is known to the Seller. Any technical advice offered by the Seller or its representative or agent is given only on the basis that it is followed at users own risk.

#### 13. Availability

All Goods are offered subject to delivery timescales advised by Filippi Lido SRL or other supplying companies.

#### 14. Acceptance

Acceptance of Goods implies acceptance of these conditions.

#### 15. Force Majeure

If the commencement, continuation or complete performance by the Company of its obligations under this Contract is prevented, hindered, delayed or rendered uneconomic by reasons of Force Majeure then the Company shall not be responsible to the Buyer for any loss or damage incurred or sustained by the Buyer as a result. For the purposes of this condition the term Force Majeure shall include any factor affecting the performance of this Contract attributable to the acts, events, non happenings, omissions or incidents beyond the reasonable control of the Company and in particular (without limiting the generality of the above) the following: strikes, lock-outs, riots, civil revolution, war, state of national emergency, trade dispute or labour disturbance, accident, breakdown of plant or machinery, difficulty or increased expense in obtaining workmen, materials or transport, fire, explosion, storm, flood, earthquake or other natural

physical disaster or circumstances affecting the supply of Goods (or raw materials) by the Company's normal source of supply or the delivery of the Goods by the Company's normal route or means of delivery.

#### 16. Limitation of Liability

Except for death or personal injury caused by the negligence of the Company, the Company's aggregate liability to the Buyer however arising whether for negligence, breach of Contract, misrepresentation or otherwise, shall under no circumstances exceed the cost of the defective damaged or undelivered Goods which give rise to such liability as determined by the net Price invoiced to the Buyer in respect of any occurrences or series of occurrences.

#### 17. Repairs

While undertaking repairs the Goods will remain under the Buyer's insurance policy protection. The Company shall not be responsible for any further breakage or other loss or damage occurred whilst faulty Goods sent in for repair are in its charge.

#### 18. Law

The Contract shall be deemed to have been made in England and the parties to the Contract hereby submit to the jurisdiction of the English courts. English law shall be the proper law of the Contract.