

Marine Results International Ltd

TERMS AND CONDITIONS OF SALE Ver 1.2

Marine Results International Limited, 23 Compass Point, Ensign Way, Hamble
Hampshire SO31 4RA.

- 1.0 Interpretation**
- 1.1 **"Buyer"** means the person who purchases the Goods and/or receives the Services from Marine Results International Limited ("**MRI**").
 - 1.2 **"Conditions"** means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and MRI.
 - 1.3 **"Contract"** means the contract between MRI and the Buyer for the purchase and sale of the Goods and/or the supply of the Services formed in accordance with Condition 2.2.
 - 1.4 **"Goods"** means the goods (including any instalment of the goods) expressly set out in the Contract.
 - 1.5 **"Services"** means the advisory, consulting or other services expressly set out in the Contract.
- 2.0 Application of Conditions**
- 2.1 All Contracts for the sale of Goods and/or the supply of Services by MRI are made subject to these Conditions to the exclusion of all other terms and conditions (including any which the Buyer purports to apply under any document or otherwise). No variations to the Contract or these Conditions shall have effect unless expressly agreed in writing and signed by duly authorised representatives of MRI and the Buyer.
 - 2.2 Each order or acceptance of a quotation for the Goods and/or the Services placed by the Buyer shall be deemed to be an offer by the Buyer to buy the Goods and/or Services subject to these Conditions. No such order shall be deemed to be accepted by MRI until it has despatched (howsoever transmitted) a signed acknowledgment of order ("**Acknowledgement**"), incorporating these Conditions, to supply the Goods and/or Services. In any case where the Buyer's order or acceptance of a quotation for the Goods and/or Services may not be deemed to be an offer by the Buyer to buy the Goods and/or Services subject to these Conditions, despatch of the Acknowledgment shall constitute MRI's counter-offer to supply the Goods and/or Services subject to these Conditions and shall be accepted by the Buyer either expressly by giving notice of acceptance or impliedly by receiving delivery of any of the Goods and/or Services.
 - 2.3 The Contract and the Conditions shall constitute the entire agreement and understanding, and supersede all prior agreements and understandings (whether written or oral), between the parties relating to the subject matter of the Contract. Each party to the Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not set out in the Contract, and that no other agreement, statement, or promise not contained in the Contract shall be valid or binding. Nothing in these Conditions shall exclude or limit liability for fraud or fraudulent misrepresentation.
 - 2.4 Written quotations issued by MRI remain fixed for 30 days from their date unless otherwise stated in the particular quotation. MRI may, at its absolute discretion, withdraw (in writing) any quotation at any time before the Buyer's acceptance of the same.
 - 2.5 The Contract cannot be cancelled by the Buyer except with the prior agreement in writing of MRI and on terms that the Buyer shall indemnify MRI in full against all loss, including loss of profit, costs including the cost of all labour and materials used, damages, charges and expenses awarded against or incurred by MRI as a result of cancellation. Subject to Condition 2.6, the restrictions on cancellation in this Condition 2.5 do not affect the Buyer's right to cancel where the Buyer is a consumer and has a right to cancel the Contract under the Consumer Protection (Distance Selling) Regulations 2000 ("**DSR**"). In the case of cancellation under the DSR, the Buyer must return the Goods to MRI at the Buyer's sole cost.
 - 2.6 Cancellation of the Contract in respect of Services shall not be permitted once MRI has started work or begun to provide the Services. Cancellation of the Contract in respect of Goods shall not be permitted where the Goods to be supplied are made to the Buyer's own specification.
- 3.0 Description, Specifications & Buyer's Information**
- 3.1 The quantity, quality and description of and any specification or reference number for the Goods and/or the Services (as the case may be) shall be those set out in the Contract. All specifications are approximate only and are subject to normal margins of tolerance for the materials and construction in question. Whilst MRI will endeavour to supply the Goods in accordance with the specifications prevailing at the date of delivery it reserves the right to vary the specifications without notice in the light of changes in technical knowledge, production techniques, Government or other regulations, consideration for safety or other reasonable cause. The delivery of the Goods conforming to the prevailing design and specifications at the time of delivery shall be good and sufficient performance of the Contract by MRI.
 - 3.2 If the Services are to be performed and/or the Goods are to be manufactured or any process is to be applied to the Goods by MRI in accordance with instructions submitted by the Buyer, the Buyer shall indemnify MRI against all loss, damages, costs and expenses awarded against or incurred by MRI in connection with or paid or agreed to be paid by MRI in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from MRI's compliance with the Buyer's instructions.
 - 3.3 The Buyer shall be responsible to MRI for ensuring the accuracy of the terms of the order (including any applicable specification or reference number) submitted by the Buyer, and for giving MRI any necessary information and documentation and/or making available to MRI any facilities, resources, workspace and access as MRI reasonably requires relating to the Goods and/or the Services (as the case may be) within a sufficient time to enable MRI to perform the Contract in accordance with its terms.
 - 3.4 Any delay by the Buyer in providing this information that delays delivery is the Buyer's sole responsibility and MRI will incur no liability as a result.
 - 3.5 All samples, drawings and promotional material shown or supplied to the Buyer are to give an approximate idea of the Goods and/or Services. They shall not form part of the Contract and this is not a sale by sample.
- 4.0 Prices**
- 4.1 Subject to Condition 4.3, the price payable by the Buyer for the Goods and/or the Services shall be the price set out in the Contract plus VAT (if applicable) ("**Price**").
 - 4.2 The Price is given ex-works but excludes the costs of packing, storage, insurance, carriage, freight and Customs/harbour clearance costs for the Goods ("**Delivery Costs**"), all of which amounts (together with VAT, if applicable, and MRI's administration fee for arranging packing, storage, insurance etc (calculated at 20% of the Delivery Costs plus VAT, if applicable)) the Buyer will pay in addition within seven days of issue of MRI's invoice for those amounts.
 - 4.3 MRI reserves the right to increase the Price of the Goods and/or the Services to reflect any increase in the cost to MRI which is due to any factor beyond the control of MRI or as a result of any change in delivery dates, quantities or specifications for the Goods and/or Services requested by the Buyer, or any act or omission of the Buyer.
- 5.0 Payment**
- 5.1 Time shall be of the essence for payment.
 - 5.2 A non-refundable, non-transferable deposit of 50% of the Price ("**Deposit**") will be payable within seven days of issue of the Acknowledgement and MRI will issue an invoice for that amount. The balance will be payable once the Goods are ready for delivery and/or the Services have been substantially performed, within seven days of a relevant invoice issued by MRI and in any event before the Goods leave MRI's premises except where provided for differently in the Contract.
 - 5.3 MRI reserves the right not to commence any work relating to the Contract until the Deposit has been received in cleared funds.
 - 5.4 The Buyer shall pay the Price (and all other amounts due under the Contract) on the due date in the currency specified in the Contract in full in cleared funds without any deduction (for set off, counterclaim, discount or otherwise), notwithstanding that delivery may not have taken place and the property of the Goods has not passed to the Buyer. MRI reserves the right to withhold delivery of the Goods and/or the Services until it has received the Price in full in cleared funds. During any such period of retention, without prejudice to Condition 6.6 (provided that MRI shall not double charge), MRI reserves the right to charge the Buyer for all related costs and expenses, including without limitation storage and insurance costs for the Goods.
 - 5.5 In the case of late payment, MRI is entitled to charge the Buyer interest both before and after judgment on the sum outstanding at the annual rate of eight per cent (8%) above the Bank of England base rate from time to time (or such other rate of interest as shall be determined under the Late Payment of Commercial Debts (Interest) Act 1998). Such interest shall accrue on a daily basis from the date on which payment was due until the date of actual payment.
 - 5.6 Where Value Added Tax is chargeable on invoices for the Goods MRI will not accept non-payment of Value Added Tax against promises of future production of proof of export. MRI will refund to the Buyer the Value Added Tax element of the invoice for the Goods on receipt of proof of export from the Buyer (in a form acceptable to HMRC) and receipt of the refund from HMRC provided that at the time of making the Contract the Buyer informs MRI that the Goods are to be exported and provided that proof of export is submitted to MRI within 3 calendar months of the final invoice for the Goods.
- 6.0 Delivery and Performance**
- 6.1 Delivery of the Goods and/or performance of the Services shall take place in accordance with the Contract, and, in the case of Goods, shall take place at MRI's place of business within five days of notification by MRI that the Goods are ready for collection, or at the Buyer's address set out in the Contract at the time of delivery of the Goods to such address by MRI or an agreed third party contractor.
 - 6.2 If a date for delivery is specified in the Contract the date given is an estimate only and time for delivery shall not be made of the essence by notice. If no such dates are specified, delivery of the Goods and/or the Services shall be within a reasonable time. Provided that MRI has kept the Buyer informed about any delay in delivery, and, where the Buyer is a consumer only, has agreed with the Buyer a revised date for delivery, no delay in delivery by MRI will entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.



Marine Results International Ltd is a limited company in England and Wales. Company Number 6977137

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- 6.3 MRI shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods and/or the Services.
- 6.4 MRI may at its reasonable discretion upon giving reasonable notice make deliveries by instalments whether or not this is provided for in the relevant Contract.
- 6.5 MRI may at its discretion delay a delivery or consignment of Goods and/or Services beyond a time or date stipulated in the Contract. MRI's exercise of its discretion under this Condition shall not affect any agreement as to other deliveries.
- 6.6 If for any reason the Buyer fails to accept delivery of the Goods within two weeks of the time when they are ready for delivery (as referred to in Condition 6.1), or MRI is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations, MRI may at its option:
- 6.6.1 treat the Goods as having been deemed delivered to the Buyer, in which case risk in the Goods shall pass to the Buyer and MRI may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance); or
 - 6.6.2 sell the Goods either by auction or through private treaty at the best price readily obtainable and (after deducting all storage, insurance and selling expenses) account to the Buyer for any excess over the Price or charge the Buyer for any shortfall below the Price.

7.0 Guarantee

- 7.1 Where MRI is not the manufacturer of the Goods MRI shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee ("**Manufacturer Guarantee**") given to MRI in respect of the Goods and the Buyer shall in such case enforce the terms of the Manufacturer Guarantee against the manufacturer prior to seeking any redress against MRI. If MRI agrees to perform the Manufacturer Guarantee on behalf of the manufacturer and in doing so suffers costs and expenses, the Buyer shall reimburse such costs and expenses to MRI.
- 7.2 All Goods and/or Services supplied by MRI under the Contract are guaranteed as follows:-
- 7.2.1 in respect of Goods, for 12 months from the time of delivery, that they shall be of satisfactory quality; and/or
 - 7.2.2 in respect of Services, for six (6) months from the time of delivery, that they shall have been performed with reasonable care and skill.
- 7.3 MRI shall not be liable under such guarantee in respect of Goods if the defect arises because the Buyer has failed to follow MRI's oral or written instructions as to the storage, installation, commissioning, use, performance limits, tolerances or maintenance of the Goods or (if there are none) good trade practice, or if the Buyer makes any further use of such Goods after giving notice under Condition 7.6, or if the Buyer alters or repairs such Goods without the prior written consent of MRI, or if (following examination) MRI is satisfied that such defect arises as a result of fair wear and tear or any negligence, improper use or wilful damage by the Buyer and not due to faulty workmanship and/or materials.
- 7.4 MRI shall not be liable under such guarantee in respect of Services if the Buyer is dissatisfied with materials or other items chosen, or decisions made, by the Buyer or if the matter involves a third party against whom the Buyer should seek redress or if the Buyer is dissatisfied as a result of changes or modifications agreed in writing between the Buyer and MRI.
- 7.5 MRI shall not be liable for any claim in respect of its guarantees for Goods and/or for Services until and unless payment for the Goods and/or the Services (as the case may be) has been received in full.
- 7.6 Any claim by the Buyer in respect of MRI's guarantees shall be notified in writing to MRI within 7 days of such defect or failure. MRI will acknowledge such claim within seven days and shall as soon as practicable and subject to Condition 7.7, at its option, repair or replace such Goods and/or re-perform such Services (or the defective part) or refund the price of such Goods and/or Services (as the case may be) at the pro rata Price
- 7.7 The Buyer acknowledges that the Goods/vessel upon which the Goods are located may have travelled to another part of the world and in such circumstances it would not be appropriate for MRI to be liable for the expense of despatching and/or returning defective (or replacement) Goods to MRI's principal place of business, to the Buyer or to the location of the vessel (as the case may be) and/or of re-performing any Services in another part of the world. The Buyer, therefore, agrees to arrange such despatch or return of Goods (or replacement Goods) at its own expense and/or to reimburse MRI's costs of travel and accommodation in travelling to and staying at the location of the Goods/vessel upon which the Goods are located in order to repair defective Goods and/or re-perform defective Services (as the case may be). MRI shall be entitled to recharge to the Buyer any such expenses for which the Buyer is responsible for pursuant to this Condition 7.7 which are incurred by MRI.
- 7.8 Subject to Condition 7.9 Goods and/or Services supplied for any particular purpose shall not carry any warranty or condition of sale, either express or implied, with regard to quality or fitness for such purpose unless this information is expressly set out in the Contract.
- 7.9 Where the Buyer deals as a "consumer" within the meaning set out in Section 12 of the Unfair Contract Terms Act 1977 and/or in the Sale and Supply of Goods to Consumers Regulations 2002:-
- 7.9.1 the provision of the guarantee in respect of Goods and/or Services (as the case may be) under this Condition 7.0 does not affect the Buyer's legal rights; and
 - 7.9.2 the implied undertakings contained in Sections 13, 14 and 15 of the Sale of Goods Act 1979 and/or Section 2 of the Supply of Goods and Services Act 1982 shall not be excluded or restricted by reference to any term of this Contract.

8.0 Risk

- 8.1 Subject to the other provisions of these Conditions, risk of damage to or loss of the Goods shall pass to the Buyer, in the case of Goods to be delivered by MRI or an agreed third party contractor to the Buyer, at the time of despatch or, in the case of Goods to be collected by the Buyer, at the time when the Buyer collects the Goods from MRI's principal place of business. From the time that risk in the Goods passes, the Buyer is strongly advised to effect its own comprehensive insurance of the Goods.
- 8.2 MRI shall be entitled to recover payment of the Price of the Goods from the Buyer notwithstanding that property in the Goods has not passed from MRI.

9.0 Ownership of Property

- 9.1 MRI reserves the right of disposal of the Goods until such time as the Buyer has paid for them in full.
- 9.2 Notwithstanding delivery and the passing of the risk to the Buyer both legal and beneficial title ("title") to the Goods will remain with MRI until such time as MRI has received payment in full of the Price (together with all outstanding related charges and expenses) for the Goods and of the purchase price of any other Goods previously supplied by MRI to the Buyer.
- 9.3 Until such time as the full Price (together with any outstanding charges and expenses) has been paid, the Buyer shall:
- 9.3.1 hold the Goods on a fiduciary basis as MRI's bailee;
 - 9.3.2 store the Goods (at no cost to MRI) separately from all other property belonging to the Buyer or any third party in such a way that it remains readily identifiable as the MRI's property;
 - 9.3.3 not destroy, deface or obscure any identifying mark on or relating to the Goods; and
 - 9.3.4 maintain the Goods in satisfactory condition and keep them insured on MRI's behalf for their full price against all risks to the reasonable satisfaction of MRI. On request the Buyer shall produce the policy of insurance to MRI.
- 9.4 In the event that MRI has not received any such payment as referred to in Condition 9.3 MRI may recover at any time from the Buyer any of the Goods and documents in title to the Goods in the Buyer's possession, power or control and for that purpose MRI, its servants and agents may enter any land, buildings or vessels upon which such Goods are situated.

10.0 Default or Insolvency

- 10.1 If:
- 10.1.1 the Buyer commits any breach of any of the Contract and in the case of a breach which is capable of remedy, fails to remedy the same within 14 days after receipt of written notice giving particulars of the breach and requiring it to be remedied;
 - 10.1.2 the Buyer, being a company, passes a resolution for winding up or a court shall make a winding up order in respect of it or it shall have a receiver, administrative receiver, manager or administrator appointed of all or part of its undertaking or assets;
 - 10.1.3 the Buyer, being a partnership, is dissolved or, being an individual, has a bankruptcy petition presented against him or dies;
 - 10.1.4 the Buyer ceases, or threatens to cease, to carry on business or is unable to pay its debts or becomes insolvent (within the meaning of the Insolvency Act 1986) or makes or proposes any composition or arrangement with its creditors;
 - 10.1.5 anything analogous to any of the events set out in this Condition occur;
 - 10.1.6 MRI reasonably believes that any of the events mentioned above is about to occur in relation to the Buyer,
- then, without prejudice to any other right or remedy available to MRI, it shall be entitled to:
- 10.1.7 cancel the Contract and if the Goods and/or Services have been delivered but not paid for the Price (together with any outstanding charges or expenses) shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary;
 - 10.1.8 recover damages in respect of any loss or damage caused by the breach by the Buyer;
 - 10.1.9 cease work on the Contract; and/or



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- 10.1.10 repossess, remove and sell the Goods and apply the proceeds of sale towards satisfaction of the Buyer's liability to MRI under the Contract; and/or
- 10.1.11 to call on the Buyer to deliver up to MRI all Goods and documents in title to the Goods in the power, custody or possession of the Buyer in respect of which property is vested in MRI whether by virtue of these Conditions or under the general law and the Buyer hereby irrevocably authorises MRI to enter (using reasonable force if necessary but making good any damage thereby caused) the premises of the Buyer where such Goods are situated for the purpose of taking possession of such Goods.
- 10.2 If:
- 10.2.1 MRI commits any breach of any of the Contract and in the case of a breach which is capable of remedy, fails to remedy the same within 14 days after receipt of written notice giving particulars of the breach and requiring it to be remedied or;
- 10.2.2 MRI passes a resolution for winding up or a court shall make a winding up order in respect of it or it shall have a receiver, administrative receiver, manager or administrator appointed of all or part of its undertaking or assets; or
- 10.2.3 the Buyer ceases, or threatens to cease, to carry on business or is unable to pay its debts or becomes insolvent (within the meaning of the Insolvency Act 1986) or makes or proposes any composition or arrangement with its creditors,
- then, without prejudice to any other right or remedy available to the Buyer, it shall be entitled to cancel the Contract and, subject to these Conditions, recover damages in respect of any loss or damage.
- 11.0 Events outside our Control**
- The Contract may be cancelled or suspended in whole or in part by MRI without liability on its part for any loss or damage arising directly or indirectly from such cancellation or suspension in consequence of any dispute, Act of God, civil commotion, legislation, breakdown of machinery, inability to obtain supplies, inability to obtain raw materials, equipment, fuel, power or transportation, inability to obtain any necessary import or other licences or consents of any governmental authority or any other cause or circumstances whatsoever beyond its reasonable control ("**Force Majeure**"). If such Force Majeure carries on for at least 180 days, the Contract shall be deemed mutually terminated between the parties without any liability on either side to the other save for rights accrued prior to the Force Majeure arising.
- 12.0 Law and Dispute**
- The Contract and these Conditions shall be governed and construed in accordance with the laws of England and, in respect of the Contract, these Conditions and their respective subject matter, both parties irrevocably submit to the exclusive jurisdiction of the English Courts in respect of any action or proceeding brought against MRI and to the non-exclusive jurisdiction of the English Courts in respect of any action or proceeding brought against the Buyer.
- 13.0 Liability**
- 13.1 Except in the case of death or personal injury resulting from MRI's negligence the liability of MRI to the Buyer whether in respect of negligence, breach of contract, misrepresentation or otherwise howsoever arising shall not in any case exceed the Price.
- 13.2 Any claim by the Buyer in respect of non-delivery of the whole or part of any Goods and/or Services shall be made in writing to MRI within 7 days of the date of the relevant sale invoice or receipt of the Goods and/or performance of the Services (as the case may be).
- 13.3 Any claim by the Buyer in respect of damage to Goods in transit shall be notified both to the carrier and MRI in writing by the Buyer within the carrier's normal terms of business.
- 13.4 In the case of loss of or damage to Goods in transit MRI shall not in any event whatsoever be liable to the Buyer beyond the amount which MRI is able to recover from its insurers, carriers or other third parties.
- 13.5 MRI shall not be liable for any loss of income or revenue, loss of business, loss of anticipated savings, loss of data or any waste of time or for special, indirect or consequential loss whatsoever and howsoever arising.
- 13.6 Any advice or recommendation given by MRI or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by MRI is followed or acted upon entirely at the Buyer's own risk, and accordingly MRI shall not be liable for any such advice or recommendation which is not so confirmed in writing.¹
- 13.7 Any minor typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, contract of sale, invoice or other document or information issued by MRI shall be subject to correction without any liability on the part of MRI.
- 14.0 Intellectual Property**
- 14.1 As between MRI and the Buyer:
- 14.1.1 all copyright, registered designs, patents, design rights, trade marks and other intellectual property rights of any description in materials, drawings, descriptions and other information supplied or made available to the Buyer by MRI shall (unless otherwise identified as belonging to a third party) shall belong absolutely to MRI; and
- 14.1.2 MRI shall not claim ownership of any copyright, registered designs, patents, design rights, trade marks or other intellectual property rights of any description in any materials, drawings, descriptions or other information supplied or made available to MRI by the Buyer.
- 14.2 The Buyer will indemnify MRI and keep it fully and effectively indemnified against all liabilities, losses, damages, injury, costs and expenses suffered or incurred by MRI as a result of any third party claim for infringement of their intellectual property rights in respect of Goods and/or Services supplied by MRI in accordance with any design, instruction or specification supplied by the Buyer.
- 15.0 General**
- 15.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and delivered by hand or sent by first class recorded delivery or registered post addressed to that other party at its registered office if a company or principal place of business if another trading entity or last known residential address if an individual. Notice if delivered by hand will be deemed given at the time of delivery and if delivered by post will be deemed given 48 hours after the time of posting.
- 15.2 A reference to a statute or statutory provision includes a reference to any subordinate legislation and shall include such statute, statutory provision or subordinate legislation as from time to time amended, re-enacted or replaced.
- 15.3 Each right or remedy of the parties under the Contract is without prejudice to any other right or remedy of the parties whether under the Contract or in law or equity. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 15.4 Failure or delay by either party in enforcing or partially enforcing any provision of the Contract shall not operate as a waiver of any of its rights under the Contract.
- 15.5 Any waiver by a party of any breach of, or any default under, any provision of the Contract by the other party shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 15.6 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 15.7 MRI may assign or otherwise transfer the Contract or any part of it to any person. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of MRI (which shall not be unreasonably withheld or delayed).

