



## **STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES**

**03 July 2008**

### **THE PARTIES**

1. 1 The expression "NSL" implies NavTech Supplies Ltd. The expression "Customer" implies the person, firm or company contracting for the purchase of goods from NSL.

### **WHOLE TERMS**

2.1 These terms and conditions of sale shall apply to all contracts for the purchase of goods/services from NSL, notwithstanding any previous dealings between NSL and the customer, except only to the extent (if any) of any modification in the application of these terms and conditions to which NSL will have agreed in writing.

### **GOODS DESCRIPTION**

3.1 Although the Customer is entitled to request NSL to include a variation of the order specification, NSL will agree to any such variation only if :

(a) NSL determine that the variation is reasonably capable of being incorporated, having in mind the stage of manufacture.

(b) The effect of the variation on the price and delivery are agreed in writing by the Customer. When NSL determine it necessary, NSL shall be entitled to vary or modify specifications of goods or materials so long as such variation or modification does not materially affect the characteristics or quality of the goods.

3.2 The cost of all and any testing required by a Classification Society prior to delivery of goods should be requested at the stage of inquiry by the Customer and unless otherwise stated, is not included in the price quoted. The cost of any testing, inspection and issuance of certificate to be agreed prior to order confirmation. Otherwise, these costs will be covered by the customer.

### **DELIVERY**

4.1 The delivery durations quoted by NSL are in working weeks/days from the date of acceptance by NSL of the Customer's Order, or in case of prepayment, delivery time counts from the date of receipt of funds. Acceptance by NSL of the Customer's Order is conditional upon NSL receiving timely from the Customer all necessary information to enable NSL to proceed with the order. NSL shall be entitled to deliver goods in partial shipments. NSL shall not be liable for any direct or indirect loss that may arise from any shortfall in quantities (provided that the Customer shall not be charged for the shortfall in quantities of goods). Upon the expiry of three months from the date provided in the contract for delivery, the contract for any amount of shortfall in quantities of goods

delivered shall be deemed to be cancelled with no right or claim being due to or by NSL by or to the Customer.

4.2 NSL would not normally agree to cancellation or modification of any contract without being fully compensated for the cancellation or modification. Any cancellation or modification must be made in writing.

4.3 If the Customer fails to take delivery of goods within seven days of being notified by NSL of goods' readiness for dispatch, NSL may arrange for storage of the goods, however all costs of storage, insurance and removal will be for the account of the Customer and NSL will be entitled to sell any goods at any time after fifteen days of notifying the Customer that the goods are ready for dispatch.

### **THE PRICE**

5.1 Unless otherwise specifically provided in writing, all prices quoted by NSL are exclusive of (a) carriage, (b) packing and handling and (c) VAT. If the Customer shall fail to provide sufficient information to NSL to enable NSL to proceed with the order then NSL shall be entitled to increase the price to reflect the additional cost to NSL arising from insufficiency of information or delay in supplying it.

### **PAYMENT**

6.1 Payment terms are mentioned in quotation from NSL. Depending on case by case, payment terms are changeable; varying between prepayment terms to 60 days credit. Whatever terms are agreed at order confirmation should be adhered to.

6.2 In the event of failure to pay on the due date (a) interest at 2% per month for the first month and 3% per month for each subsequent month shall be payable from the due date for payment until full payment of any outstanding sum due, and (b) all and any discount provided for in the order or in NSL's invoice shall be cancelled.

6.3 Ownership of goods supplied by NSL shall remain with NSL until full payment will have been made by the Customer to NSL in respect of the goods, and the Customer shall hold the goods as readily identifiable as the goods of NSL, and the Customer shall advise NSL where the goods are held.

6.4 At any time after the due date for payment of goods, NSL shall be entitled to recover possession of any goods for which payment shall not have been made in full and for that purpose, the Customer authorizes NSL and/or its agents to enter the premises of the Customer where NSL believes the goods to be held.

6.5 Notwithstanding that ownership of goods shall not have passed to the Customer NSL shall be entitled to pursue the Customer by way of court action or otherwise, for payment of the goods at any time after the due date. Under normal circumstances, several notifications of overdue payment will be received in writing by the Customer, prior to any legal action being taken.

## **LIABILITY**

7.1 NSL's liability is to supply goods/services of satisfactory quality to conform to the order. NSL shall have no liability for a design or specification that is supplied to NSL by the Customer. NSL shall have no liability for goods not of NSL's own manufacture, for the Customer shall be entitled to the benefit of all and any guarantees given to NSL by the makers to the extent that such guarantees are effective and enforceable.

7.2 Unless otherwise specifically agreed in writing at order confirmation by NSL, NSL are unable to warrant that the goods supplied are fit for any particular purpose. NSL's responsibility is to supply goods according to description and specification included or referred to in the order. In case of any claim by the customer, NSL must be notified of the defect / problem within 10 days of delivery, claim is only valid with a full technical written report from a qualified engineer and should be accompanied with photos / drawings. In case there is proven fault of NSL then NSL shall be held liable to arrange for repair or replacement of the part, PROVIDED THAT the defective parts are promptly returned to address designated by NSL to the Customer, as agreed at that time.

7.3 Without prejudice to the foregoing, generally, NSL shall not be liable for any consequential or other damage, losses, claims, injuries or expenses whatever no matter how they may occur including for:

- (a) Any defects caused, contributed to or aggravated by factors outside NSL's control.
- (b) Shortages of material or labour.
- (c) Any costs of dismantling or re-assembly work involved in connection with defective parts.
- (d) Any damage external to the goods
- (e) Any detention of any Vessel or any freight or other charges incidental to transportation
- (f) Any contractual loss or liability whether arising as a result of accident, breach of contract or otherwise
- (g) Any defect in or other failure or shortcoming of design and (h) any failure caused by factors outside its control.

7.4 Any liability that NSL may have in regard to or arising out of a claim shall in any event, not exceed the price paid or payable in terms of the order concerned.

## **RISK**

8.1 Risk in respect of goods will pass on completion of delivery of the goods, notwithstanding that ownership of the goods concerned will not pass as referred to in 6.3 above.

## **LAW**

9.1 This Agreement shall be governed by, and be construed in accordance with, the law of the Republic of Cyprus.

9.2 Any proceedings by the Customer against NSL arising out of or in connection with the contract and/or these conditions shall be subject to exclusive jurisdiction of the courts

of Cyprus. Any proceedings by NSL against the Customer may be brought in the courts of Cyprus and the customer hereby submits to the jurisdiction of the Cyprus courts, nevertheless NSL will also have the right to commence proceedings in any other jurisdiction NSL may consider expedient or where NSL may find jurisdiction or in which country an arrest of vessel or assets may be effected.

9.3 Any claim form, notice, judgment or other legal process may be effectively served on the Customer or on any vessel owned / managed / chartered by the Customer, or on the master or anyone acting as the Master thereof , irrespective of whether the goods were supplied by NSL in respect to that particular vessel.