

## **SUPPLY OF GOODS – TERMS & CONDITIONS**

### **Supply of Goods**

1. Quotations prepared without the benefit of an on-board survey of full technical specification supplied by the Customer (including a GA and full schematic drawings) are indicative only and may change subject to survey.
2. No goods will be despatched by the Customers unless an official Purchase Order is received by the Company.
3. The Company will supply all goods as detailed in the Customer's official Purchase Order.
4. The Customer will arrange payment as per the Payment Terms offered in the Company's official Quotation.
5. If payment is required in advance, the Company reserves the right to defer despatch of the goods until full payment is received. The Company cannot be held responsible for such delays.
6. If payment is not received in full as per the Payment Terms, the Company reserves the right to claim retention of title on all goods supplied until full payment, and any additional costs incurred, are received.
7. If the Company is arranging delivery of the goods, the Customer is responsible for arranging delivery of the goods from the destination airport/port. The Customer will arrange all Customs Clearance and associated charges from airport/port and be responsible for all such costs incurred.

### **Delivery**

1. The Company will not be held responsible for any costs incurred or damages of any kind due to late delivery by any third party, e.g. vessel's Agent, courier.
2. Should the Customer arrange delivery, the Customer will ensure all goods are collected, tracked and Customs cleared from all destination airports/ports to the vessel.
3. Once the Customer has received and signed for the goods, the safety, integrity and responsibility of said goods becomes the sole responsibility of the Customer.
4. Any shortage of supply or damage to the goods on receipt by the Customer must be informed to the Company within 24 hours of receipt of such goods.

### **Prices, Payment Terms & Title**

1. Value Added Tax (VAT) at the current rate for the United Kingdom is chargeable on all goods provided by the Company unless deemed exempt by the Customer, and to be stated on the Customer's Purchase Order.
2. Up to receipt of the Customer's Purchase Order, the Company reserves the right to revise prices if material costs have materially changed.
3. On receipt of full payment by the Company, title of goods shall pass to the Customer. Until such occurrence, the Company retains retention of title and reserves the right to trace and repossess such goods.

4. Goods are supplied in good faith. For goods supplied and not paid for in full, without due reason, within the Company's Payment Terms as stated in the Company's official Quotation, the Company reserves the right to charge interest on the outstanding amount of 3% above Bank of England Base Rate from the date the amount is due to the payment date. The Company reserves the right to take all necessary legal action to recover any outstanding amounts.
5. English Law applies from any disputes arising from this contract.

**Nomenclature:**

Customer – The Ship Owner or their appointed Representative(s), Technical Manger(s) or Agent(s)

Company – Electrotest Marine Ltd