



hage hempel group

MARINE ELECTRONICS

**SERVICE & SALES
GENERAL TERMS & CONDITIONS**

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SERVICE TERMS & CONDITIONS

These terms and conditions apply when services on vessels (hereinafter called "Services") are provided by Aage Hempel Group (hereinafter called "AHG") personnel, unless expressly agreed otherwise in writing.

In case that one or more of these general terms are invalid for whatsoever reason, the remainder of the terms shall remain valid and in full effect.

AHG reserves the right to amend at any time and its sole discretion these conditions, without prior notice to customers. The valid and in full force edition can be supplemented upon customer's request.

1. Offers & Price

- (a) In case of use or installment of any items (components, parts, equipment, or any other materials) for the Services purposes, AHG shall separately invoice the Client for the sale of such items.
- (b) If the equipment performance or utility are not materially or adversely affected, AHG may modify the items sold to the Client or their specifications and substitute the equipment with another design.
- (c) All prices and/or tariffs are VAT and transportation charges exclusive, unless otherwise specifically stated.
- (d) Engineers service time remains always chargeable regardless of the Service outcome since the Services shall not be executed on "NO CURE - NO PAY" basis.

2. Payment

- (a) Payment of invoices shall be realised within 30 days from the completion of the relevant services and/or from the sale of the items, unless expressly agreed otherwise in writing.
- (b) In case the prices quoted to the Client are in currency other than EUR/USD/GBP, payment of the invoice shall be made in that currency and the respective value in EUR/USD/GBP, as per the exchange rate on the invoice date, will be included in the invoice only for informative purposes.
- (c) Payment shall be made in full, without set-off, counterclaim, deduction and/or discount, free of bank charges, to the bank account indicated by AHG on the respective invoice(s).

- (d) If payment is delayed or not effected in full, 2 % per month or part thereof interest shall be accrued on the outstanding amount, until its full payment, without prejudice to any rights or remedies available to AHG.

- (e) Payments effected by the Client shall at all times be credited in the following order: (i) costs, (ii) interest and (iii) invoices in a chronological order by date if not yet due.

3. Services Performance

- (a) AHG shall give an approximate time of Services performance, unless specifically agreed otherwise in writing.
- (b) AHG reserves the right to allocate the requested Services to its Clients at its sole discretion as deemed reasonable.
- (c) Testing procedures shall be those specified in this contract or AHG's usual testing procedures. In case installation is required, the Client shall be ready in all respects for installation, otherwise it shall reimburse AHG for any expenses caused by its failure to be ready.
- (d) Transportation costs and shipments of items to and from Client's sites shall be at the Client's sole expense.
- (e) Client will be notified upon completion of testing and/or installation and when the items sold are deemed accepted having met the offer's specifications. The items shall be deemed to meet such specifications, unless notice of any defects is given to AHG within five (5) working days after completion of testing and/or installation.
- (f) Upon Client's request, AHG will provide supervision of unpacking, assembly, installation, testing, and adjusting of equipment or inspection thereof at AHG's charges then prevailing in its personnel's base operations area, including overtime hours (more than 8 hours per working day or 40 hours per week) and actual travel and living expenses.
- (g) Any claim against the quality of Services shall be submitted to AHG in writing, within fifteen (15) days after the completion of the Services, otherwise the rights to claim compensation of whatever nature shall be deemed to be waived.



4. Services performed by Service Agents

- (a) AHG undertakes to recommend to Owners/Managers/Charterers/Operators of vessels the qualified/authorized Service Agents who will attend the vessels in the major ports of the world and provide Services. (Hereinafter referred to as the "Service Agents"), as well as to co-ordinate, if necessary, the repair/Service works.
- (b) In the event of such recommendation, AHG's remuneration consists of the applicable service charges as per quoted Service Rates.
- (c) All invoices received from Service Agent shall be settled within the agreed payment terms from the invoice issuance date. In case of dispute between the Owners / Managers / Charterers / Operators of vessels and the Service Agent, if the latter has issued an invoice to AHG, and the dispute has not been resolved within the agreed credit period, the Owners/Managers/ Charterers / Operators of vessels will settle the said invoice irrespective of the dispute being still unresolved, reserving their right to claim reimbursement from the Service Agent.
- (d) In case the prices quoted to the Owners/Managers / Charterers / Operators of vessels are in a currency other than EUR/USD/GBP, payment of the invoice shall be made in that currency and the respective value in Euro, as per the exchange rate on the date of invoice, will be included in the invoice only for informative purposes.
- (e) Spare Parts: Service Agents are authorized to use spare parts (if required), the value of which must not exceed the amount originally quoted. If additional spares are required, and the amount does not exceed 1,000 EUR or equivalent, they are to proceed.
- (f) In case the value of the required spares exceeds the amount indicated by the Owners/Managers/Charterers/Operators of vessels, the Service Agent is responsible for contacting the coordination officer of AHG. In any other case, vessel's Master is responsible for contacting directly the offices of the Owners/Managers/Charterers/Operators of vessels and obtain approval for the spares cost required for the service/repairs.
- (g) Spares recommendation shall not be binding, since equipment malfunctioning problems can only be determined after the replacement of the faulty part, hence each attending engineer is

capable to estimate the cause of the problem to a certain extent.

- (h) **AHG Liability:** AHG shall by no means be liable for any act and omission caused by Service Agents.
- (i) AHG shall bear no liability whatsoever for any breakdown or failure of the Apparatus serviced/repared and all relevant disputes or claims shall be addressed by the Owners/Managers/ Charterers/ Operators of vessels solely to the Service Agents.

5. Cancellation

- (a) Cancellation of the services is subject to AHG's prior notice given by the Client.
- (b) In the event of cancellation, Client shall indemnify AHG against claims of third parties, arising out of the cancellation.

6. Confidentiality

- (a) Neither party shall copy, make available in public, permit unauthorized use, use for other purpose than the approved one, or disclose to any third party any information of a commercial, technical or financial nature pertaining to the other party, materials of whatever kind, plans, trade secrets, business affairs, pricing, software, data, and any other information which may be deemed by its nature or marked as or reasonably assumed to be confidential.
- (b) Any violation of this confidentiality obligation shall be notified to the affected party within no longer than 48 hours after it took place, or the party was aware of. Failure to comply with such obligations shall give rise to claims for indemnification of any losses or costs incurred by AHG.

7. Intellectual Property

All technical information, materials, documents, drawings, models, designs, samples as well as all Intellectual Property created, developed, or possessed by AHG, shall remain the sole property of AHG. Under service performance, no proprietary rights are granted, unless explicitly mutually agreed by parties.

8. Environmental responsibilities

- (a) Client shall be wholly responsible for implementing environmental procedures and waste management policies as well as bearing all associated costs, in compliance with any



applicable laws or regulations of any jurisdiction, related to the recycling or waste disposal.

- (b) Client warrants that commercial waste of whatever kind (e.g., paper, glass, electronic or electrical equipment) is appropriately and safely stored until its collection for disposal and recyclable waste is properly managed, by separating paper, glass, metals prior to recycling collection.
- (c) Written confirmation of the compliance with environmental legislation or policies may be provided by Client, upon AHG's request. Failure to comply shall give rise to claims for indemnification of any losses or costs incurred by AHG.

9. Force majeure

AHG shall not be liable for any loss, damage or demurrage due to any delay or failure in Services performance, (i) because of compliance with any order, regulation, rule or act promulgated by any national or international public authorities, (ii) caused by fire, flood, earthquake, war, riot, strikes, lockout, export embargoes, import restrictions, satellite or terrestrial network interference, cyber-attacks, any act of God or other circumstances beyond its reasonable control. The Services shall be deemed suspended during the Force majeure situation. In the event the force majeure lasts longer than a month, either AHG or Client shall have the right to terminate the Services performance, if such termination is justified by the force majeure situation, without being entitled to claim damages.

10. Applicable law and disputes

- (a) Any dispute shall be notified in writing to AHG within 30 days from the invoice issuance date in order to be amicably settled, otherwise the dispute shall be considered void and non-existing.
- (b) The provision of Services in accordance with these terms and conditions shall be governed at all times by the laws of Spain, irrespective of the location of vessel under Services.
- (c) All disputes arising out of or in connection with the Services performance shall be referred exclusively to the Courts of Madrid.



SALES TERMS & CONDITIONS

These General Terms and Conditions of Sales apply to any sales and supply of products by AAGE HEMPEL GROUP (hereinafter the “Supplier”, or “AHG”), unless expressly agreed otherwise in writing. These Terms prevail over any other terms and/or conditions presented or invoked by any other party whatsoever, except for Manufacturer’s terms and conditions where applicable. In case any of these terms are invalid for whatsoever reason, the remainder of the terms shall remain valid and in full effect. AAGE HEMPEL GROUP reserves the right to amend at any time and at its sole discretion these terms, without prior notice to its customers. The headings herein are only indicative and do not limit the interpretation of these terms and conditions.

1. Definitions

For the purposes of these Terms and Conditions of Sales:

“Client” means jointly and severally in any event the owner of the Vessel and (as the case may be) the master of the Vessel, her manager, her operator, her despondent owner, her charterer, her demise charterer, and any other party which orders the sale and supply of Products.

“Ex Works” means the delivery as set out in Incoterms 2010.

“Order” means the order placed in written by the Client with the Supplier for Products.

“Order Acknowledgment” means the acknowledgment in written by the Supplier, in case order is not placed in written by the Client. “Order Confirmation” means the Supplier’s written confirmation of Order placed by the Client for the supply of Products.

“Product(s)” means any hardware, equipment, or spare parts as well as any or all various types of electronics aids to navigation based on distribution of data and any supporting documents for their operation, which the Supplier may supply to the Vessel.

“Manufacturer” means the third party that manufactured or released the Products to the Supplier.

“Supplier” means AAGE HEMPEL GROUP or any other affiliate company.

“Vessel” means the ship Product(s) is supplied.

2. Delivery

2.1 The Supplier confirms Order of the Client for specific Products through a written Order Confirmation which contains details concerning the identity of the Client, the purchase price, invoicing, and delivery details.

2.2 Manufacturer’s standard terms of delivery are applicable.

2.3 Delivery dates shall always be regarded as approximates. The Supplier will use its commercially reasonable endeavors to perform delivery at the quoted delivery dates. Any claim for damages on the ground of Supplier’s failure to deliver at quoted dates is precluded.

2.4 In the event of Ex Works delivery or delivery of Products to the place indicated by the Client, the risk shall pass to the Client when the Products are handed over to the first carrier.

2.5 If the Client’s credibility is reasonably questioned, the Supplier is entitled to require prepayment or security prior to delivery. Client’s failure to prepay or provide security will entitle the Supplier to cancel the delivery without any liability on its part.

2.6 Ordered spares and other pieces of equipment may be returnable, subject to the Manufacturer’s cancellation and restocking fees and policy.

3. Payment

3.1 Prices of Products shall be in the currency stated in the Quotation, stated as “ex works and unpacked” from the Manufacturer’s premises, excluding VAT, Customs Clearance Duties, taxes, and freight expenses. Any additional expenses, including but not limited to all packing freight, shipping, and carrier charges, insurance, customs clearance, taxes, storage in transit and transportation costs, incurred by the Supplier in the course of Products’ supply are payable by the Client.

3.2 Payment for the Products and any other expenses payable by the Client shall be made under the terms of Supplier’s invoices, unless otherwise agreed in writing. VAT exemptions shall apply only if the supporting documents are submitted to Supplier within 20 days from the date of invoice.

3.3 In case the prices quoted to the Client are in other currency than EUR/USD/GBP, payment of the invoices shall be made in that currency and the respective value in Euro, as per the exchange rate on the invoice date, will be stated in the invoice, only for informative purposes.



3.4 If payment is partially or not effected on due date, 2% interest per month or part thereof shall be accrued on the overdue amount until full payment.

3.5 Where Supplier extends any kind of credit to a group of companies, where Client is a part thereof and Client is in default of payments, Supplier reserves the right to cancel the extended credit of the entire group.

3.6 All judicial and extra-judicial expenses incurred in connection with collection of any overdue amounts or arising out of any breach or remedy of breach of these Terms shall be accrued on the overall amount due by the Client.

3.7 Payments effected by the Client shall at all times be credited in the following order **i)** costs, **ii)** interest and **iii)** any invoices in a chronological order by date if not yet due.

3.8 Unless any dispute is reported to the Supplier within 30 days from the date of issuance of the relevant invoice, such dispute will be considered void and non-existing.

4. Retention of Title

Notwithstanding delivery and passing of risk, all Products shall remain Supplier's property until full payment of the invoices.

5. Warranty

5.1 Manufacturer's warranty policy, with respect to the warranty terms, warranty obligations, and warranty period, shall be applicable, unless otherwise indicated in writing by the Supplier.

5.2 The Supplier reserves the right to abstain from any warranty performance, subject to Term 4.

5.3 The Supplier will specify in the Quotation or Order Confirmation any exclusions from the applicable warranty terms.

6. Liability

6.1 Under no circumstances shall the Supplier or its servants, subcontractors and/or agents be liable for any kind of damages to the Client.

6.2 Without prejudice to any other term herein, the Client shall fully indemnify the Supplier in respect of all damages, losses or expenses incurred by the Supplier as a result of any breach of these terms or fault caused by the Client, its employees, officers, servants and/or agents as well as any claims by third parties.

7. Confidentiality

7.1 Neither party shall copy, make available on public, permit unauthorized use, use for other purpose than the approved one, or disclose to any third party any information of a commercial, technical or financial nature pertaining to the other party, materials of whatever kind, plans, trade secrets, business affairs, pricing, software, data, and any other information which may be deemed by its nature or marked as or reasonably assumed to be confidential.

7.2 Any violation of this confidentiality obligation shall be notified to the affected party within no longer than 48 hours after it took place, or the party was aware of. Failure to comply with such obligations shall give rise to claims for indemnification of any losses or costs incurred by AHG.

8. Intellectual Property

All technical information, materials, documents, drawings, models, designs, samples as well as all Intellectual Property created, developed, or possessed by AHG shall remain the sole property of AHG. Under service performance, no proprietary rights are granted, unless explicitly mutually agreed by parties.

9. Environmental responsibilities

9.1 Client shall be wholly responsible for implementing environmental procedures and waste management policies as well as bearing all associated costs, in compliance with any applicable laws or regulations of any jurisdiction, related to the recycling or waste disposal.

9.2 Client warrants that commercial waste of whatever kind (e.g., paper, glass, electronic or electrical equipment) is appropriately and safely stored until its collection for disposal and recyclable waste is properly managed, by separating paper, glass, metals prior to recycling collection.

9.3 Written confirmation of the compliance with environmental legislation or policies may be provided by Client, upon AHG's request. Failure to comply shall give rise to claims for indemnification of any losses or costs incurred by AHG.

10. Force Majeure

The Supplier shall not be responsible for any loss or damage due to any delay or failure in the supply of Products **(i)** because of compliance with any order, regulation or government restriction or any act promulgated by any national or international public authorities, **(ii)** caused by any disorders, wars, acts of enemies, strikes, lockouts, embargoes or import



restrictions, cyber-attacks or any act of God or other circumstances beyond Supplier's reasonable control. The supply of Products shall be deemed suspended during the period of force majeure situation. In the event the force majeure situation lasts longer than a month, either Supplier or Client shall have the right to cancel the supply of Products. In such case, neither party will be liable for damages.

11. Applicable law and Disputes

All sales and supplies of Products, which these Terms and Conditions apply to, shall be governed by Spanish law. Any dispute arising out of or in connection with the sales and supply of Products shall be referred exclusively to the Courts of Madrid, in Spain, unless it is amicably settled. The Supplier reserves its right to initiate any legal proceedings against the Client before any Court or authority of any other jurisdiction.

