

The supply and sale of goods and services by **Marlex Marine Technology Ltd** is subject to the following standard terms and conditions (as at May 2015):

**1) DEFINITIONS**

a) In these terms and conditions "The Company" means Marlex Marine Technology Ltd and "The Customer" means the person or organisation requesting a credit account.

**2) PAYMENT**

- a) Standard payment terms for customers with agreed credit accounts are **immediate** from the invoice date for UK and Export customers. Orders from customers who do not have an agreed credit account will only be accepted against prepayment in full. Any extension time to pay shall not be affective unless agreed to in writing by the Company. Amounts may not be withheld or delayed by the Customer for unauthorised returns or otherwise without written agreement of the Company.
- b) The Company reserves the right to charge interest on a daily basis from the date payment is due until the date payment is received. The basis of the interest will be at 3% above Barclays Bank plc Base Rate from time to time in force.
- c) In addition to 2b) The Company also reserves the right to charge a monthly admin charge on all unpaid accounts. The Customer will automatically be invoiced an admin charge upon receipt of a Final Reminder from The Company. The Admin Charge will be in line with our current labour rates.
- d) All costs incurred in recovering overdue debts including, without limitation, legal expenses will be payable by the Customer.
- e) The Company may terminate this Agreement and/or without further supplies in the event of amounts payable being overdue, breach of any of these Terms and Conditions and Supply or any other reason which at the discretion of the Company warrants such action.

**3) PROPERTY AND RISK**

- a) Title to any Goods supplied at any time to the Customer by the Company shall not pass to the Customer, notwithstanding delivery of any Goods or any documents representing them, until payment in full for any and all such Goods supplied and all other amounts on any account whatsoever due from the Customer to the Company has been made in full by the Customer.
- b) Until the passing of property under clause 3a) above, the Customer shall be the bailee of the Goods for the Company and:
  - i) Shall keep the Goods in its possession and control, intact and in good condition;
  - ii) Pending the passing of property in the Goods under clause 3a) above, the Customer shall not dispose of, charge or encumber any of the Goods or purport to do so except that the Company licenses the Customer to dispose of Goods on arm's length terms in the ordinary course of its business.
- c) The Company shall be entitled at any time before the passing of property in the Goods under clause 3a) above, to terminate the license granted to the Customer under clause 3b) (ii) above and to enter upon the Customers premises (or any other premises where the Goods are kept) for the purpose of removing them.
- d) The illegality or enforceability of any part of clause 3 shall not affect the validity and enforceability of the remainder of clause 3 and if any part of clause 3 is held not to be valid if part of the wording were deleted or modified then that provision shall apply with such modification as may be necessary to make it enforceable.
- e) Goods supplied by the Company are at the Company's risk from the time they are duly delivered to the relevant delivery address if the Customer is responsible for collecting the Goods from the time they leave the Company's premises. The Customer will be responsible for insuring the Goods while they are at its risk.

**4) COMPANY'S LIABILITY**

- a) The Company does not make or give any warranty, representation or undertaking as to the quality of the goods supplied.
- b) Without prejudice to the foregoing provisions of this clause claims for any damage to or shortages in Goods delivered must be notified to the carrier and the Company at the time of delivery (if the Goods are inspected by or on behalf of the Customer at the time of delivery) or, if the Goods are not so inspected, immediately upon inspection after delivery and in both cases confirmed to the Carrier and the Company in writing within 5 days of delivery. Written notice of claims for non-delivery must be given to the Company within 14 days of the invoice date. On no account will claims be considered if notified outside these periods.
- c) Subject to the foregoing provisions of this clause the Company will not in any circumstance be liable to the Customer or any successor or assignee of the Customer in respect of any loss of whatsoever nature occurring to the Customer arising from the supply of Goods or from non-delivery, delayed delivery, damage to or loss of the Goods owing to any act or omission by the Company (including negligence) or any cause not within the Company's control including (without limitation) fire, flood, accident, strike, riot, lock-out, trade dispute, industrial action, terrorism, nuclear accident, war, insurrection, act or restraint of Government.
- d) The Customer shall notify the Company in writing of any claim for infringement of any patent, copyright, design, trade mark other industrial or intellectual property rights in the goods covered by this invoice of which the Customer becomes aware.
- e) No variation to these terms and conditions shall be binding unless agreed in writing between the authorised representatives of the Company and the Customer.
- f) By accepting delivery of the Goods from the Company the Customer acknowledges receipt and thereby agrees to be bound by these terms and conditions and further acknowledges that these terms and conditions comprise the only terms and conditions which goods are supplied and that they shall not, and shall not be deemed to be, altered or varied to any extent by any previous correspondence between the Company and the Customer or by provision by the Customer to the Company or any other terms and conditions in respect of the Company's Goods.

**5) TERMINATION**

- a) This agreement shall terminate for with if an order is made for bankruptcy of or an effective resolution is passed for the winding-up of the Customer or if the Customer being a Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory re-enactment or modification thereof, or makes a composition with creditors or if a supervisor, receiver, administrator, administrative receiver or other encumbrance takes possession of or is appointed over the whole or any part of the assets of the Customer.
- b) The Company reserves the right to terminate this Agreement with the Customer at any time if trading terms and conditions are violated by the Customer.
- c) Termination of this Agreement shall not affect any rights or obligations of the parties hereto arising prior to such termination.

**6) OVERSEAS CUSTOMERS**

- a) Goods supplied to overseas Customers are supplied FOB provided that to the extent the FOB conditions conflict with these terms, these terms shall prevail. Delivery to the Customer's UK shipping agent shall constitute delivery to the Customer for the purposes of these terms. Unless otherwise agreed by the Company in writing the Customer shall be responsible for all duties, levies, imports, taxes or other liabilities arising on the exportation of the Goods from the United Kingdom and importation of the Goods overseas.

**7) LAW**

All contracts under these Terms shall be governed by and construed in accordance with the Laws of England and all disputes shall be submitted to the non exclusive jurisdiction of the English Courts.