



TERMS OF BUSINESS

MARINE SPECIALISED TECHNOLOGY LIMITED

1. INTERPRETATION

1.1 Definitions:

Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Commencement Date	has the meaning given in clause 2.2.
Contract	the contract between MST and the Customer for the Work in accordance with these Terms.
Customer	the person or firm who purchases the Goods and/or Services from MST. This shall include the legal owner of any relevant Vessel, any parent or associated company and/or firm, as well as any authorised member, agent, employee or representative of the Customer. Where the Vessel is under demise charter and the agreement is with the demise charterer, the Customer shall also include the demise charterer. In the event that MST enters into an agreement with more than one party, the obligations of such other parties shall be joint and several, unless otherwise agreed in writing.
Force Majeure Event	events, circumstances or causes beyond a party's reasonable control, including but not limited to: <ul style="list-style-type: none">(a) acts of God, explosion, flood, tempest, fire or accident;(b) war or threat of war, sabotage, insurrection, civil disturbance or requisition;(c) <i>acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;</i>(d) import or export regulations or embargoes;(e) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of MST or of a third party);(f) difficulties in obtaining raw materials, labour, fuel, parts or machinery;(g) failure of a utility service or transport network;(h) unusually severe weather conditions;(i) default of suppliers or subcontractors;(j) failure or breakdown in machinery.
Goods	the goods (including any instalment of the goods or any parts for them) which MST is to supply as set out in the Order.
Incoterms	the International Chamber of Commerce Terms 2020, a globally recognised set of instructions used in the transportation of goods.
MST	Marine Specialised Technology Limited (Company Number 4390226) whose registered office is at The Shipyard, Riverbank Road, Bromborough, CH62 3JQ, United Kingdom.

Order	the Customer's order for the Work, as set out in the Customer's order form, or the Customer's written acceptance of MST's quotation.
Services	the services to be supplied by MST to the Customer as set out in the Order.
Terms	these standard terms of business and (unless the context otherwise requires) includes any special terms agreed in writing between the Customer and MST.
Vessel	any vessel or a floating craft of any nature (or part thereof), or any other comparable object such as a yacht, a lighter, a barge, a pontoon, a tug, a drilling-platform, a rig as well as any other object entrusted to MST for the Work to be undertaken.
Warranty Period	has the meaning given in clause 9.1.
Work	the Goods and/or Services supplied to the Customer and/or work undertaken by MST pursuant to these Terms;

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes fax and email.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Terms.
- 2.2 The Order shall only be deemed to be accepted when MST's authorised representative issues written acceptance of the Order, at which point, and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.4 Any quotation given by MST shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue unless specifically stated otherwise at the time of quotation.
- 2.5 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Terms.
- 2.6 No variation to these Terms shall be binding unless agreed in writing between the authorised representatives of the Customer and MST.
- 2.7 MST's employees or agents are not authorised to make any representations concerning the Work unless confirmed by MST in writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.
- 2.8 Any advice or recommendation given by MST or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by MST is followed or acted upon entirely at the Customer's own risk,

and accordingly MST shall not be liable for any such advice or recommendation which is not so confirmed.

- 2.9 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by MST shall be subject to correction without incurring any liability on the part of MST.
- 2.10 Any samples, drawings, descriptive matter or advertising issued by MST and any descriptions of the Goods or illustrations or descriptions of the Services contained in MST's catalogues, brochures or other sales literature are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force.
- 2.11 All of these Terms shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. ORDER AND SPECIFICATIONS

- 3.1 The Customer shall be responsible to MST for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Customer, and for giving MST any necessary information relating to the Work within a sufficient time to enable MST to perform the Contract in accordance with its terms.
- 3.2 The quantity, quality and description of the Goods and any specification for them shall be as set out in the Order.
- 3.3 If the Goods are to be manufactured or any process is to be applied to the Goods by MST in accordance with a specification submitted by the Customer, the Customer shall indemnify MST against all liabilities, loss, damages, costs and expenses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by MST arising out of or in connection with any claim made against MST for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with MST's use of the Customer's specification. This clause 3.3 shall survive termination of the Contract.
- 3.4 MST shall supply the Services to the Customer in accordance with the Order in all material respects.
- 3.5 MST reserves the right to make any changes in the specification of the Goods or Services which are required to conform to any applicable statutory, regulatory or E.U. requirements or, where the Goods are to be supplied to MST's specification, which do not materially affect their quality or performance, or if the amendment will not materially affect the nature or quality of the Services, and MST will notify the Customer in such circumstances.
- 3.6 No order which has been accepted by MST may be cancelled by the Customer except with the agreement in writing of MST and on terms that the Customer shall indemnify MST in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by MST as a result of cancellation.

4. PRICE OF THE WORK

- 4.1 The Customer may request a change to the specification of the Work via MST's project amendment form (**PAF**) process. MST shall acknowledge a PAF within 10 days of receipt and shall confirm any price changes as a result of the change of specification of the Work.
- 4.2 Unless otherwise agreed in writing, MST reserves the right, by giving written notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to MST which is due to any factor beyond the control of MST (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, increases in the costs of labour, materials or other costs of manufacture).
- 4.3 Unless otherwise agreed with the Customer, MST reserves the right to increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the

Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

- 4.4 Unless otherwise agreed in writing, the price for the Work will not include expenses incurred for pilotage, salvage, tugs, harbour dues and similar charges which shall be invoiced separately to the Customer.
- 4.5 Except as otherwise stated in the Order and unless otherwise agreed in writing between the Customer and MST, all prices are given by MST on an ex works basis, and where MST agrees to deliver the Goods otherwise than at MST's premises, the Customer shall be liable to pay MST's charges for transport, packaging and insurance.
- 4.6 The price for the Work is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to MST on receipt of a valid VAT invoice from MST.

5. TERMS OF PAYMENT

- 5.1 Subject to any special terms agreed in writing between the Customer and MST, the Customer shall pay the price for the Work in accordance with the dates contained in the Order. The time of payment shall be of the essence. Receipts for payment will be issued only upon request.
- 5.2 The Customer shall pay all amounts due under these Terms in full without any set-off, counterclaim, deduction or withholding except as required or permitted by law. MST may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by MST to the Customer.
- 5.3 To the extent permitted by law, the Customer hereby grants to MST a lien and a continuing security interest, and, where applicable, a maritime lien, over the Vessel as security for payment of the price for the Work until full payment has been made by the Customer and received by MST, or until the Customer has given security to MST in a form and substance acceptable to MST (for example a letter of guarantee from a bank reasonably acceptable to MST or lodgement of a cash deposit with a professional third party agent reasonably acceptable to MST). The security provided shall be sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for MST's prospective legal costs and expenses.
- 5.4 MST shall be entitled to charge the Customer for storage and the provision of any ongoing services at MST's normal daily rates until full payment (or provision of security) by the Customer and removal of the Vessel from MST's premises. The Customer shall be entitled to remove the Vessel upon providing proper security.
- 5.5 If the Customer fails to make any payment due under the Contract on the due date for payment, without limiting any other right or remedy available to MST, MST may:
 - (a) cancel the Contract or suspend any further deliveries to the Customer;
 - (b) appropriate any payment made by the Customer for such Work (or Work supplied under any other contract between the Customer and MST) as MST may think fit (notwithstanding any purported appropriation by the Customer); and
 - (c) charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above Barclays Bank base rate from time to time (but at 4% a year for any period when that base rate is below 0%), until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6. DELIVERY

- 6.1 Delivery of the Goods shall be made by the Customer collecting the Goods at MST's premises (such premises address as informed to the Customer by MST before the delivery) within 5 Business Days unless otherwise agreed after MST has notified the Customer that the Goods are ready for collection or, if some other place for delivery is agreed by MST, by MST delivering the Goods to that place at any time after MST notifies the Customer that the Goods are ready.

- 6.2 Delivery of the Goods shall be completed on the completion of unloading or loading (as the case may be) of the Goods at their delivery location, unless the Order specifies that the Goods are to be transported under the Incoterm 2020 rules, in which case the delivery point shall be determined by the rules of the relevant Incoterm. .
- 6.3 Any dates quoted for completion of the Work (this includes delivery of the Goods and/or performance dates for the Services) are approximate only and MST shall not be liable for any delay in delivery of the Goods or failure in performance of the Services caused by a Force Majeure Event or the Customer's failure to provide MST with adequate delivery instructions or any other instructions that are relevant to the supply of Services or Goods. Time shall not be of the essence for delivery of the Goods or performance of the Services.
- 6.4 The Goods may be delivered by MST in advance of the quoted delivery date on giving reasonable notice to the Customer.
- 6.5 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract which shall be invoiced and paid for separately. Any failure by MST to deliver any one or more of the instalments in accordance with these Terms or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 6.6 If MST fails to deliver the Goods (or any instalment) for any reason other than a Force Majeure Event or the Customer's fault, and MST is accordingly liable to the Customer, MST's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of obtaining replacement goods of similar description and quality to replace those not delivered, over the price of the Goods.
- 6.7 If the Customer fails to take or accept delivery of the Goods or fails to give MST adequate delivery instructions at the time stated for delivery (otherwise than by reason of a Force Majeure Event or by reason of MST's fault), delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which MST notified the Customer that the Goods were ready, and, without limiting any other right or remedy available to MST, MST may:
- (a) store the Goods until actual delivery and charge the Customer for the reasonable costs and expenses (including insurance) of storage; or
 - (b) unless otherwise agreed with the customer, after ten Business Days after the day on which MST notified the Customer that the Goods were ready for delivery, if the Customer has not taken or accepted actual delivery of them, sell or dispose of all or part of the Goods and, after deducting all reasonable storage and selling expenses, account to the Customer for the excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

7. TITLE AND RISK

- 7.1 Risk of damage to or loss of the Goods, equipment and/or materials supplied by MST shall pass to the Customer:
- (a) in the case of Goods to be delivered at MST's premises, at the time when MST notifies the Customer that the Goods are available for collection, or at the time when such Goods are assigned or affixed to such Vessel (as the case may be); or
 - (b) in the case of Goods to be delivered otherwise than at MST's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when MST has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, title to the Goods, equipment and materials shall not pass to the Customer until MST has received in cash or cleared funds payment in full for the Work and all or any other goods agreed to be sold by MST to the Customer for which payment is due.
- 7.3 Until such time as the title to the Goods passes to the Customer, the Customer shall hold the Goods as MST's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties so they remain readily identifiable as MST's property. The Customer shall keep the Goods properly stored and protected and maintain the Goods in



satisfactory condition, keeping them insured against all risks for their full price on MST's behalf from the date of delivery.

- 7.4 Subject to clause 7.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before MST receives payment for the Goods. However, if the Customer resells the Goods before that time, it does so as principal and not as MST's agent and title to the Goods shall pass from MST to the Customer immediately before the time at which resale by the Customer occurs.
- 7.5 Until such time as the title in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), MST may at any time require the Customer to deliver up the Goods to MST and, if the Customer fails to do so promptly, enter on any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- 7.6 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of MST, but if the Customer does so all moneys owing by the Customer to MST shall (without limiting any other right or remedy of MST) forthwith become due and payable.

8. VESSEL MOVEMENTS

- 8.1 MST reserves the right to move any Vessel, gear, equipment or other goods and such tests or trials it deems necessary in order to perform and determine the due completion of the Work and/or for reasons of safety, security or good management of MST's business and premises.
- 8.2 The costs of such movements, trials and/or tests, including the cost of any bunkers and/or consumables, shall be borne by the Customer.

9. WARRANTIES

- 9.1 Subject to the following provisions in this clause 9, MST warrants that, on delivery (in accordance with clause 6.2), the Goods will correspond with their specification as noted within the Order, and will be free from defects in material and workmanship at the time of delivery and for a period of 12 month thereafter unless otherwise stated in the Order (**Warranty Period**).
- 9.2 The above warranty is given by MST subject to the following conditions:
- (a) MST shall be under no liability in respect of any defect in the Goods arising from MST following any drawing, design or specification supplied by the Customer;
 - (b) MST shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow MST's instructions (whether oral or in writing) as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same, misuse or alteration or repair of the Goods without MST's approval;
 - (c) MST shall be under no liability if the Customer alters or repairs such Goods without the written consent of MST;
 - (d) MST shall be under no liability in respect of any Goods differing from their description or any specification noted within the Order arising from changes made to ensure compliance with applicable statutory or regulatory standards;
 - (e) MST shall be under no liability if the Customer makes further use of such Goods after giving notice in accordance with clause 9.6;
 - (f) MST shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Work has not been paid by the due date for payment;
 - (g) the above warranty does not extend to parts, materials or equipment not manufactured by MST, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to MST.



- 9.3 MST warrants to the Customer that the Services will be provided using reasonable care and skill.
- 9.4 Subject as expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.5 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Terms.
- 9.6 A claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with the specification, shall (whether or not delivery is refused by the Customer) be notified to MST within the Warranty Period, along with sufficient evidence to establish the nature and extent of alleged defect. If delivery is not refused, and the Customer does not notify MST accordingly, the Customer shall not be entitled to reject the Goods and MST shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 9.7 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet the specification as noted within the Order) is notified to MST in accordance with these Terms and after inspection, MST deems it their responsibility to make good the defect, MST may replace or repair the Goods (or the part in question) free of charge or, at MST's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price), in which case MST shall have no further liability to the Customer. Any repairs, replacements or re-performance will be made in accordance with these Terms. The Customer, if asked to do so by MST, will be responsible for returning such Goods to MST's place of business at MST's cost.

10. LIABILITY AND INSURANCE

- 10.1 The restrictions on liability in this clause 10 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.2 MST shall not be liable for any loss or damage caused by events or circumstances beyond MST's control (such as extreme weather conditions, the actions of third parties not employed by MST or latent defects); this includes loss or damage to Vessels, gear, equipment or other goods left with MST for repair or storage, and harm to persons entering MST's premises and/or using MST's facilities or equipment; the Customer should ensure that their own personal and property insurance covers such risks.
- 10.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - (d) defective products under the Consumer Protection Act 1987.
- 10.4 MST shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of MST, its employees or agents or otherwise) which arise out of or in connection with these Terms (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Customer.
- 10.5 The entire liability of MST under or in connection with the Contract shall not exceed the price of the Work (except where expressly provided in these Terms).
- 10.6 MST has given commitments as to compliance of the Goods and Services with relevant specifications within these Terms. In view of these commitments, the terms implied by

sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

10.7 MST shall not be under any duty to salvage or preserve the Vessel from the consequences of:

- (a) any defect in the Vessel; and/or
- (b) an accident which has not been caused by MST.

However, MST reserves the right to salvage or preserve the Vessel, at its sole discretion, in appropriate circumstances and in particular where the safety of people, property or the environment is at risk.

10.8 Customers may be liable for any loss or damage to any persons or property at MST's premises caused by them, their crew or their Vessels. Any Vessel, gear, equipment or other goods are left with MST at the Customer's own risk.

10.9 The Customer shall effect and maintain, at no cost to MST, liability insurance providing cover for any loss or damage for which the Customer may be liable under these Terms, including:

- (a) marine third party liability cover £5,000,000; and where appropriate
- (b) marine employer's liability cover in respect of any of its employees for £10,000,000.

10.10 For any Work on a Vessel, the Customer must provide written confirmation to MST of the following:

- (a) hull and machinery insurance and protection and indemnity insurance including wreck removal cover; or
- (b) a third party insurance policy with a minimum cover of £10,000,000 (ten million).

10.11 MST shall effect and maintain, at no cost to the Customer, ship repairers liability insurance in respect of its own legal liability.

10.12 The Vessel, and any other property of the Customer left at MST's premises, is left at the Customer's own risk.

10.13 For the avoidance of doubt, MST's shipyard where any Vessel is situated is deemed to be a 'dock' for the purposes of section 191 of the Merchant Shipping Act 1995 ("the Act") and therefore, MST's liability is limited in accordance with section 191 of the Act.

10.14 This clause 10 shall survive termination of the Contract.

11. INSOLVENCY OF CUSTOMER

11.1 If:

- (a) the Customer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- (b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
- (c) the Customer ceases, or threatens to cease, to carry on business; or
- (d) MST reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly;

then, without limiting any other right or remedy available to MST, MST may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12. ACCESS TO PREMISES/WORK

- 12.1 No work or services shall be carried out by the Customer on the Vessel or MST's premises without MST's prior written consent except for minor running repairs or minor maintenance of a routine nature. MST's consent may be revoked with immediate effect in the event of any breach of these Terms by the Customer, in which case MST shall be entitled to demand the immediate cessation of any work.
- 12.2 The Customer is subject to MST's health and safety, environmental and access policies and shall further be obliged to comply with all laws and regulations relating to environmental protection and safety.
- 12.3 The Customer is responsible for any damage or loss caused directly or indirectly from any breach of its obligations under these Terms.
- 12.4 The Customer shall take all necessary precautions to avoid pollution of the environment and shall indemnify MST for any loss or damage arising from any pollution of the environment.
- 12.5 The Customer shall ensure that it does not cause any nuisance or annoyance to MST, any other customer or person present or residing in the vicinity and does not interfere with MST's schedule for the Work and/or the good management of MST's premises and business.
- 12.6 During performance of the Work by MST (and/or any of MST's sub-contractors), the Customer shall not have access to the Vessel unless MST's prior written consent has been obtained.

13. CONFIDENTIALITY

- 13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 13.2.
- 13.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

14. FORCE MAJEURE

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

15. GENERAL

Notices

- 15.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business or such other address as may (at the relevant time) have been notified to the other party; and
 - (b) deemed to have been received if delivered by hand, at the time the notice is left at the proper address or if sent by pre-paid first-class post or other next working day delivery service, at 9:00 am on the second Business Day after posting.



However, this clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

Assignments and other dealings

- 15.2 MST may at any time assign, transfer or deal in any other manner with all or any rights under these Terms and may sub-contract or delegate in any manner any or all of its obligations under these Terms to a third party.
- 15.3 The Customer shall not, without the prior written consent of MST, assign, transfer, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Terms.

Third Party Rights

- 15.4 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

Waiver

- 15.5 No waiver by MST of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

Entire Agreement

- 15.6 The Contract constitutes the entire agreement between the parties and each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract

Severance

- 15.7 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 15.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision

Governing Law and Jurisdiction

- 15.8 These Terms and any Contract shall be governed and construed in accordance with the law of England and Wales, and each party agrees to submit to the non-exclusive jurisdiction of the English courts.
- 15.9 Disputes arising out of or in connection with these Terms, when they cannot be resolved by negotiation, may, with the written agreement of the parties, first be submitted to mediation under British Marine's ("BM") Dispute Resolution Scheme. Details of the Scheme are available to current BM members on request from BM and/or online on BM's member website.