

## Terms of Business

### 1. Definitions

- a) Except where notice is required to be given under Clause 3c or 9, the word 'Owner' shall include a Charterer, Master or Authorised Agent.
- b) The word 'Vessel' shall include any gear or equipment attached to or stored on that vessel and shall also include any other goods brought to us for the purpose of being worked on.

### 2. General

- a). Subject to express written agreement to the contrary, all orders, written or verbal, are accepted on the understanding that the following terms of business shall apply to each and every transaction.
- b) In the interest of safety and expedience, we reserve the right to move any Vessel at our discretion.

### 3. Quotations

- a) All quotations given are subject to the cost of labour and materials remaining at the same level as those prevailing at the time of the quotation and the quoted price may be increased by the amount by which the actual cost of labour, materials or overheads has increased since the date of the quotation. However, the quotation shall not be adjusted to meet increased costs which would not have occurred but for our failure to proceed with the work with reasonable despatch.
- b) Any quotation is subject to acceptance within seven days from the date thereof.
- c) Quotations cover only the work and/or items specified thereon and all additions, alterations, waiting time and any additional costs due to modified instructions will be charged to the customer at ruling prices. If, in the course of executing any work, we find any defect in a Vessel that, in our opinion, should be rectified without delay and before the Owner's consent can be obtained, we reserve the right to carry out such necessary repair at our discretion and to charge same to the Owner. Notice of any such rectification will be forwarded to the Owner forthwith.

### 4. Liabilities

- a) We and our employees accept no responsibility for loss, damage or delay arising from any cause whatsoever unless such loss damage or delay was caused by or resulted from our negligence or deliberate act or that of those for whom we are responsible. Subject to that exception, all Vessels are repaired, worked on, moved, stored or otherwise managed and kept at the sole risk of the Owner. Customers should therefore ensure that their Vessels and/ or property are adequately insured against all risks: they should also ensure that they are themselves adequately insured against third party risks as they may be liable for damage caused by their

vessels, themselves or their crew while on or about the premises.

b) Any person using any part of our premises and/or facilities for whatever purpose and whether by invitation or otherwise, do so at their own risk, unless any injury or damage to person or property sustained within the premises and/or facilities was caused by or resulted from the negligence or deliberate act of those for whom we are responsible.

### 5. Work by Customer

Our permission must be obtained for the employment of any contractor and/or persons other than the permanent crew of the Owner to undertake work on any Vessel on our premises or while afloat on any of our moorings.

### 6. Supply of Goods

- a) Business Customers
- a. This clause applies only where we supply goods to a person who is buying in the course of business ('a business customer').
- b. No article supplied to us by a business customer shall carry any warranty or condition of sale, express or implied, as to quality, or as to fitness for any particular purpose unless the customer when he orders the article sufficiently explains the purpose for which it is required and makes it clear that he is relying on our skill and judgement.
- c. No proprietary article ordered from us by name type or size by a business customer shall carry any such warranty or condition of sale save as so far as we can pass on a manufacturer's warranty.
- d. In no event do we accept liability to a business customer for consequential damage beyond replacement of any faulty or unsuitable article supplied.
- b) Consumers
- a. Save as provided for business customers under Clause 6a, all goods are supplied with the benefit of the appropriate undertakings (particularly as to conformity of goods with description or sample, and as to their quality or fitness for a particular purpose) which are implied by the Sale of Goods Act 1893 as amended. Nothing in these terms shall affect those statutory rights.

### 7. Delivery

- a) In the absence of any agreement or arrangement to the contrary, delivery is given at our yard or in the water adjacent thereto.
- b) Subject to express agreement to the contrary, any delivery date quoted is given in good faith and is not guaranteed but delivery shall be within a reasonable time of any date specified bearing in mind all the circumstances of the particular case.
- c) At the Owner's special request, we will, if possible, launch his vessel at any suitable tide and weather conditions, but the cost of moving other vessels for this purpose and/or

any attendant expenses must be paid for by the Owner.

### 8. Moorings

The use of moorings is at all times subject to Harbour Authority rules and regulations.

### 9. Payment

Unless otherwise agreed:-

- a) Our terms of payment for goods supplied, work done or accommodation provided are net 28 days from the date of invoice or before the removal of the Vessel or goods whichever is the earlier.
- b) If the Vessel or goods are not removed within 28 days from the date of the invoice, we shall have the right to make reasonable mooring or storage charges from the date of the invoice.
- c) Interest at the rate of 4.5% over 3 month LIBOR will be charged from the date of the invoice on all overdue accounts.
- d) Subject to any agreement to the contrary, we have the right to exercise a general lien upon any vessel whilst on our premises or afloat on our moorings until such time as any money due to us, for any reason, from the Owner in respect of such vessel shall be paid.
- e) Acceptance by us of goods (including Vessels) for repair or other work or for mooring or storage is subject to the Torts (Interference with Goods) Act 1977 which confers on us, as bailees, the right of sale exercisable in certain circumstances. Such sale will not take place until we have given notice to the Owner in accordance with the Act. For the purposes of the Act, it is hereby recorded that:
- a. Goods for repair or other work are accepted by us on the terms that the Owner will take delivery of the goods in accordance with Clause 7a of these terms when the repair or other work has been carried out.
- b. Our obligation as custodian of the goods accepted for mooring or storage ends upon the lawful termination of expiry of the grant to the Owner of facilities for mooring or storage.

### 10. Notice

In all cases where notice is required, the same shall be deemed to be lawfully served if served personally or sent by registered post or recorded delivery service to the last known address in the United Kingdom.

### 11. Sale of Vessels

Any Owner who sells (otherwise than through our agency) a vessel or goods whilst stored on our premises or moored on our moorings shall pay to us a commission at the rate of one sixth of 8% of the sale value plus VAT. In the case of sale through our Agency, a commission of 8% plus VAT shall be payable to us.