

Marine Air Supply Co., Inc. Terms and Conditions

1.) **SCOPE:** The general Terms and Conditions contained herein (the "Terms" shall exclusively govern and apply to all agreements, including but not limited to quotations, purchase orders, agreements and sales made by Marine Air Supply Co., Inc.

These terms prevail over any of the Customer's general terms and conditions of purchase regardless of whether or when the Customer has submitted its purchase order to such terms. Any other terms and conditions inconsistent herewith which the Customer might need to impose shall only apply to the extent that they have been expressly accepted in writing by Marine Air Supply. Fulfillment of the Customer's order does not constitute acceptance of any of the Customer's terms and conditions and does not serve to modify or amend these terms.

2.) **QUOTATIONS:** Except where expressly stated by Marine Air Supply, a quotation shall be deemed to have expired thirty (30) days after the date of such quotation. Marine Air Supply reserves the right to revoke any quotation in the event of factors influencing the price and lead time outside Marine Air Supply's control. Marine Air Supply may apply a minimum order line value or quantity, and/or standard pack.

3.) **DELIVERY:** In the absence of a written agreement to the contrary, delivery shall be Ex-Works Marine Air Supply warehouse in accordance with the Incoterm's provisions in force at the time of the order confirmation (currently Incoterms 2010). If no specific means of transportation has been requested, Marine Air Supply may at its sole discretion and at the expense and risk of the Customer, choose the means of transportation.

4.) **GENERAL RETURN OF PRODUCTS:** General return of already delivered products shall only be made with the prior written consent of Marine Air Supply. General return of products is subject to Marine Air Supply being fully indemnified against all costs connected hereto and may be subject to a fee. Any return of products shall be for the account and at the risk of the customer. Products returned shall be credited the originally invoiced amount with the deduction of a potential return fee and any special costs borne by Marine Air Supply. General return of already delivered products shall only be accepted when Marine Air Supply has established by inspection

- (i) that the products are in new and unused condition, in original packaging
- (ii) the full traceability is maintained, and
- (iii) that they have not suffered any damage in transit.

Otherwise, Marine Air Supply reserves the right to reject the products.

5.) **LICENSE, APPROVAL & EXPORT CONTROL:** Marine Air Supply shall not be responsible for obtaining import / export license or official approval of products and any costs related to such license and approvals shall be borne by the customer.

The Customer acknowledges that the products and/or services may be subject to export control laws and regulations and any supply or use of such products and/or services contrary to such laws and regulations is prohibited. The Customer shall indemnify and hold Marine Air Supply harmless against any losses, damages, fees, or monetary sanctions imposed because of the Customer's failure to comply with any export control laws or regulation, including but not limited to compliance regulations.

6.) **PACKAGING & PACKING:** Products are supplied in regular packing or packaging free of charge, Cost of special packing or packaging required by the Customer is not included unless expressly stated and shall thus be charged to the Customer.

7.) **CERTIFICATES & DOCUMENTATION:** Marine Air supply Certificate of Conformance (COC) shall be supplied with all parts. Test Reports or other documentation requests must be requested at the time the order is placed and may result in additional fees.

8.) **APPROVAL OF PRODUCTS, EXAMINATION & NOTICE:** All products shall be examined by the Customer upon arrival. Notification about shortages or lack of conformity shall be given in writing to Marine Air Supply immediately after the Customer has discovered it and no later than two (2) weeks after delivery of the products. After this date and even in the absence of formal acceptance document, the products shall be deemed definitively accepted by the Customer. Any shortages or lack of Conformity, which could reasonably have been discovered by the Customer upon delivery, shall not warrant claim against Marine Air Supply.

9.) **INVOICING and PAYMENT:** The Customer must notify Marine Air Supply within two (2) weeks from the date of the invoice if the Customer disputes the invoice in question.

In the absence of a written agreement to the contrary, the Customer shall make payment against any invoice from

Marine Air Supply within quoted and invoiced payment terms as stipulated in the respective invoice.

Marine Air Supply may require full payment in advance or otherwise alter the terms of payment previously specified with respect to future orders.

A claim from the Customer shall not entitle the Customer to suspend payment unless the claim has been accepted by Marine Air Supply.

Marine Air Supply reserves the right to add an additional fee (up to the maximum amount permitted by law). This charge covers the extra cost associated with credit card transaction costs from the underlying transaction. This surcharge will apply to purchases made with a credit card.

10.) WARRANTY: Products are warranted only in accordance with the limited warranty provided by the manufacturer of the products supplied. In the event of a manufacturer's defect in the product supplied to the customer, Marine Air Supply's liability is limited to one of the following actions at Marine Air Supply's sole discretion

- (i) Correction of the defect through repair by the manufacturer to the extent necessary to return the product to a serviceable condition.
- (ii) Replacement of the product.
- (iii) Refund of the amount equal to that paid for the product within a reasonable period.

The warranty above shall not extend to the product (i) if it has been used, handled, stored, maintained, installed, or operated other than in accordance with the manufacturer's instructions, product specification or accepted practice. (ii) it has been subject to any modification or alteration not authorized by the manufacturer or Marine Air Supply (iii) it has been used for a purpose other than that which it was intended or has been subject to any neglect, accident, abuse, or misapplication, or used in development or experimental running. The Customer hereby waives, releases, and renounces all other warranties, guarantees, representation, obligation, and liabilities of Marine Air Supply and acknowledges that Marine Air Supply make no warranty either expressly or implied and that Marine Air Supply also makes no warrantability or any warranty of fitness for particular purpose, course of dealing, course of performance or usage of trade. The customer waives and releases Marine Air Supply from all warranties and any obligation or liability of Marine Air Supply arising in tort or from strict liability.

Marine Air Supply shall not be liable for any direct, incidental, consequential or special damages, including, but not limited to, loss or profit or revenue, or loss of use, incidental or consequential damages or other indirect losses.

11.) FORCE MAJEURE: Neither party shall be liable for any failure to fulfill its obligation provided that the non-fulfillment of the obligations is due to an impediment beyond such Party's control, which could not reasonably have been considered, avoided, or overcome. The party wishing to claim relief shall notify the other party in writing without delay on the intervention and on the cessation of such circumstances. If grounds for relief prevent the Customer from fulfilling his obligations, he shall compensate Marine Air Supply for expenses incurred in storing, securing and protecting the products.

12.) CONFIDENTIAL INFORMATION: Neither party shall disclose to any third party any commercial, technical and strategic data or any other confidential information. The disclosure of any documents, data and other information to the receiving party shall not be constructed as a grant or transfer of any rights, in particular but not limited to intellectual and industrial property rights such as patents or copyrights nor a permission to use such documentation, data or other information.

13.) CLERICAL ERROR: Any clerical errors of the Seller are subject to correction.