



TERMS AND CONDITIONS OF SALE, SUPPLY AND SERVICES

Master Terms — applicable to all goods, products, kits, cases, consumables, custom work and services supplied by McIntyre Marine Inspections Ltd

Version 5.0 | 6 August 2026 | Supersedes Version 4.0 of 23 March 2026

IMPORTANT — PLEASE READ BEFORE ORDERING

These Terms limit and exclude MMI's liability and set out how orders are formed, priced, delivered and warranted. They apply to every quotation, order and supply accepted by MMI unless MMI agrees otherwise in writing signed by a director. By placing an order, paying a deposit or pro forma invoice, or accepting delivery, the Customer accepts these Terms in full.

These Terms are written for business customers. Where the Customer is a consumer, clause 27 applies and the Customer's statutory rights are not affected.

Servicing, maintenance, diagnostics, training, lay-up, inspection and technical reporting work is governed by MMI's separate Terms and Conditions of Servicing, Maintenance, Training and Technical Reporting — see clause 2.5.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, unless the context otherwise requires:

"Company", "MMI", "we", "us", "our" McIntyre Marine Inspections Ltd, registered in Scotland under company number SC866266, whose registered office is at 18 Springbank Gardens, Dunblane, Stirlingshire FK15 9JX, United Kingdom.

"Customer" the person, company, partnership, vessel owner, manager, operator, captain, crew representative, agent, shipyard, marina, chandler, distributor, reseller, authority or other entity purchasing Goods and/or Services from MMI. Where a person orders on behalf of another, that person warrants they have authority to do so and shall be jointly and severally liable for all sums due.

"Goods" any products, parts, kits, toolkits, cases, foams and foam inserts, consumables, components, fabricated items, printed and branded items, labels, custom assemblies, dock and pontoon systems, connectivity and deployment systems, prototypes, accessories, documentation or other physical items supplied by MMI.

"Bespoke Goods" any Goods which are custom-made, custom-configured, custom-assembled, custom-cut, custom-labelled, custom-branded, custom-fitted, made to order, or produced to a Customer's specification, vessel layout, measurements, preferences or requirements.

"Services" any services supplied by MMI including consultancy, design input, specification work, product selection, product layout, toolkit planning, onboard attendance, installation, commissioning, modification, adjustment, testing, training, technical assistance, measurements, site visits, troubleshooting, prototyping and repair, subject always to clause 2.5.

"Deliverables" any documents, drawings, layouts, lists, specifications, recommendations, plans, images, measurements, templates, reports, files, CAD outputs, print files, technical notes, presentations or other outputs produced by MMI.

"Contract" the agreement between MMI and the Customer for the sale and/or supply of Goods and/or Services, including any quotation, proposal, pro forma invoice, order acknowledgement, statement of work, scope of works, email acceptance and these Terms.

"Price" the price payable for the Goods and/or Services as set out in the relevant quotation, proposal, pro forma invoice, invoice or otherwise agreed in writing.

"Servicing Terms" MMI's Terms and Conditions of Servicing, Maintenance, Training and Technical Reporting, as current from time to time.

"Incoterms" Incoterms® 2020 as published by the International Chamber of Commerce.

"Working Day" any day other than a Saturday, Sunday or public holiday in Scotland.

"Consumer" an individual acting wholly or mainly outside that individual's trade, business, craft or profession, within the meaning of the Consumer Rights Act 2015.

1.2 Headings are for convenience only and do not affect interpretation. References to "writing" include email. "Including" and "in particular" are without limitation. References to a statute include any amendment or re-enactment of it.

2. APPLICATION OF THESE TERMS

2.1 These Terms apply to all quotations, orders, sales, supplies and Services provided by MMI unless expressly agreed otherwise in writing signed by a director of MMI.



- 2.2** Any terms or conditions put forward or referred to by the Customer, whether in a purchase order, supplier portal, vendor registration, framework agreement, contractor pack, acknowledgement or otherwise, shall not apply unless expressly accepted by MMI in writing signed by a director. Signature by MMI personnel of a delivery note, site sign-in sheet, gate pass, induction record or permit to work shall not constitute acceptance of any such terms.
- 2.3** If there is any inconsistency between these Terms and a specific written quotation, proposal or scope issued by MMI, the specific written document issued by MMI shall prevail to the extent of the inconsistency.
- 2.4** MMI may amend these Terms from time to time. The version current at the date the Contract is formed shall apply to that Contract. The current version is available at www.mcintyremarine.com and on request.
- 2.5 Relationship with the Servicing Terms.**
Servicing, maintenance, diagnostics, fault finding, repair, winter lay-up, winterisation, recommissioning, training, on-water support, inspection, condition surveys and technical reporting are governed by the Servicing Terms, which are supplemental to and incorporate these Terms. Where the Servicing Terms apply, they prevail over these Terms to the extent of any inconsistency in relation to that work. These Terms continue to govern the sale and supply of all Goods, parts, materials and consumables in all cases.

3. BASIS OF CONTRACT

- 3.1** Any quotation, estimate, price list, catalogue entry, website listing or proposal issued by MMI is an invitation to treat and does not constitute a binding offer capable of acceptance unless expressly stated otherwise.
- 3.2** A Contract shall come into existence when:
(a) the Customer accepts an MMI quotation or proposal in writing;
(b) the Customer pays a deposit or pro forma invoice issued by MMI;
(c) MMI issues an order acknowledgement or written confirmation; or
(d) MMI commences supply of the Goods or performance of the Services, whichever occurs first.
- 3.3** The Contract constitutes the entire agreement between the parties and supersedes all prior discussions, correspondence, negotiations, misunderstandings and representations relating to its subject matter. Nothing in this clause limits liability for fraudulent misrepresentation.
- 3.4** The Customer acknowledges that it has not relied on, and shall have no remedy in respect of, any statement, representation, illustration, photograph, rendering, sample, dimension, weight, performance figure, specification or description contained in any catalogue, brochure, product sheet, price list, website, social media post, advertisement or other marketing material, all of which are approximate, illustrative and for guidance only and do not form part of the Contract.
- 3.5** No variation to the Contract shall be binding unless agreed by MMI in writing.
- 3.6** MMI may reject or decline any order, in whole or in part, at its discretion and without giving reasons, and shall promptly refund any sum already paid in respect of the rejected part.

4. QUOTATIONS, SPECIFICATIONS AND CUSTOMER APPROVALS

- 4.1** Unless otherwise stated, quotations are valid for 14 days from the date of issue.
- 4.2** Any scope, layout, specification, design, recommendation, measurement or product selection is based on the information available to MMI at the time and may require revision if the Customer provides further information, changes requirements, or if site or vessel conditions differ from those originally understood.
- 4.3** The Customer is responsible for reviewing and satisfying itself as to all quotations, specifications, layouts, measurements, drawings, part numbers, quantities and proposals before approving them, and for confirming that the Goods are suitable for the Customer's intended purpose.
- 4.4** Any change requested by the Customer after approval may result in:
(a) revised lead times;
(b) additional charges;
(c) cancellation, re-order or restocking charges from third-party suppliers; and/or
(d) revised installation or attendance requirements.
- 4.5** MMI may make minor changes to the specification, materials, finish, colour, packaging, component brand or design of Goods, provided such changes do not materially affect the function, quality or intended use of the Goods, and may substitute an equivalent component where an item is obsolete, superseded, discontinued or unavailable.
- 4.6** MMI shall not be liable for errors arising from inaccurate, incomplete or late information, dimensions, photographs, vessel details, part numbers, class requirements, access details or instructions supplied by the Customer or any third party acting on its behalf.



5. PRICES, PRICE VARIATION, TAXES AND DUTIES

- 5.1** Unless expressly stated otherwise, Prices exclude VAT, other applicable taxes, duties, tariffs, levies, packing, carriage, freight, insurance, customs clearance, port and terminal charges, dangerous goods surcharges, and any charges arising at the destination, all of which are payable by the Customer in addition.
- 5.2** MMI may increase the Price at any time before dispatch, on written notice, to reflect:
- (a) an increase in the cost of materials, components, labour, energy, packaging or freight;
 - (b) the imposition or increase of any duty, tariff, levy, customs charge or import or export cost;
 - (c) an adverse movement in exchange rates of more than 5% where Goods are sourced in a currency other than pounds sterling;
 - (d) a change requested by the Customer, or a delay caused by the Customer; or
 - (e) an increase imposed by a third-party supplier or manufacturer.
- Where an increase under this clause exceeds 10% of the quoted Price, the Customer may cancel the affected part of the order within 5 Working Days of notice, in which case clause 10.3 shall apply to work already done and costs already committed.
- 5.3** Where the Customer is registered outside the United Kingdom, or where Goods are exported, VAT may be zero-rated subject to MMI obtaining and retaining valid evidence of dispatch or export within the time limits required by HM Revenue & Customs.
- If such evidence is not provided to MMI within 30 days of dispatch, MMI may invoice the Customer for the VAT which would otherwise have been due, together with any interest or penalty incurred, and the Customer shall pay it on demand.**
- 5.4** The Customer is responsible for all import duties, taxes, customs clearance, brokerage, quarantine, inspection and local compliance requirements at the destination, and for any charge, storage fee, demurrage or penalty arising from its failure to clear Goods promptly.
- 5.5** All sums payable are exclusive of any withholding or deduction required by law. If the Customer is required to make such a deduction, it shall pay MMI such additional amount as ensures MMI receives the sum it would have received had no deduction been required.

6. PAYMENT TERMS

- 6.1** Payment terms shall be as stated in the relevant quotation, pro forma invoice, invoice or written agreement.
- 6.2** Unless otherwise agreed in writing:
- (a) bespoke, custom, prototype or special-order work may require a deposit or full prepayment;
 - (b) stock Goods may be supplied on pro forma or against payment prior to dispatch; and
 - (c) credit account terms are not offered unless expressly agreed by MMI in writing, and any account granted is subject to satisfactory credit reference, a credit limit set by MMI, and withdrawal at MMI's discretion.
- 6.3** Time for payment is of the essence.
- 6.4** The Customer shall pay all invoices in full and in cleared funds, without set-off, deduction, withholding or counterclaim, unless required by law.
- 6.5** Payment shall be made in the currency stated on the invoice. Bank charges, intermediary bank charges and currency conversion costs are for the Customer's account, and the Customer shall ensure MMI receives the full invoiced amount.
- 6.6** Any invoice query or dispute must be raised in writing within 7 calendar days of the invoice date, failing which the invoice shall be deemed accepted, save in the case of manifest error. A disputed item does not entitle the Customer to withhold payment of any undisputed item.
- 6.7** If payment is late, MMI may, without prejudice to any other right:
- (a) charge interest and fixed statutory compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended, together with reasonable recovery and legal costs;
 - (b) suspend work, withhold Deliverables, pause production, stop procurement, withhold dispatch and refuse further supply, under this and any other contract with the Customer;
 - (c) exercise a general lien over any Goods, materials or equipment of the Customer in MMI's possession;
 - (d) require payment in full, or security satisfactory to MMI, before continuing any work or future order; and
 - (e) appropriate any payment received to any invoice outstanding, notwithstanding any purported appropriation by the Customer.
- 6.8** All sums due to MMI shall become immediately payable on the occurrence of an insolvency event in relation to the Customer.

7. CUSTOMER OBLIGATIONS

- 7.1** The Customer shall:
- (a) provide accurate and complete information, dimensions, photographs, part numbers, access details, vessel details, operating requirements and any other information reasonably required by MMI;
 - (b) provide safe and timely access to the vessel, premises, shipyard or work area as required;



- (c) ensure all required permits, passes, permissions, approvals and authorisations are in place;
- (d) ensure the work area is safe, suitable and reasonably ready for MMI to perform any Services;
- (e) provide utilities, power, lighting, access and reasonable working conditions where required for onsite Services;
- (f) ensure relevant personnel are available to liaise with MMI where needed;
- (g) promptly review and approve drawings, layouts, specifications, variations and completion notices;
- (h) satisfy itself that the Goods are suitable, lawful and appropriate for the Customer's intended purpose, vessel, flag, jurisdiction and operating environment; and
- (i) comply with all payment obligations under the Contract.

7.2 If MMI is delayed, prevented or hindered by lack of access, unsafe conditions, Customer delay or indecision, vessel operational restrictions, yard restrictions, third-party contractor delays, or incomplete or inaccurate information, MMI shall be entitled to extend the time for performance, reschedule attendance, charge for waiting time, abortive attendance, additional labour, travel, accommodation, storage and administration, and/or suspend performance until the issue is resolved.

8. DELIVERY, SHIPMENT AND RISK

- 8.1** Delivery terms shall be as stated in the relevant quotation, proposal, pro forma invoice or invoice. Where an Incoterm is stated, it shall be interpreted in accordance with Incoterms® 2020. Where no term is stated, delivery shall be Ex Works MMI's premises or its supplier's dispatch location.
- 8.2** Unless expressly stated otherwise in writing:
- (a) risk in Goods shall pass to the Customer on collection by the Customer or its carrier; or
 - (b) where MMI arranges shipment, risk shall pass on dispatch from MMI's premises or from the relevant third-party supplier, manufacturer or dispatch location.
- 8.3** Delivery dates and lead times are estimates only and are not of the essence unless expressly stated by MMI in writing to be fixed dates. MMI shall not be liable for any loss arising from late delivery, and late delivery shall not entitle the Customer to reject the Goods or cancel the Contract.
- 8.4** MMI may deliver in instalments or partial shipments and may invoice each instalment separately. A defect or delay in one instalment shall not entitle the Customer to cancel any other instalment.
- 8.5** Where MMI arranges carriage, it does so as agent for the Customer. MMI is not a carrier and accepts no liability for loss, damage, delay, misdelivery or non-delivery in transit. Claims against a carrier or freight forwarder are the Customer's responsibility, and the Customer shall insure the Goods in transit where risk has passed.
- 8.6** The Customer may not reject Goods for minor cosmetic defects, minor shortages, non-material variations, or minor issues which do not materially affect the intended function or use of the Goods.
- 8.7** Claims for shortage, damage in transit or non-delivery must be notified to MMI in writing within 5 Working Days of delivery (or, for non-delivery, within 10 Working Days of the date of dispatch), with photographs of the packaging and contents, and the delivery note must be signed as damaged or unchecked where applicable. No such claim shall be entertained after those periods.
- 8.8** If delivery, dispatch, acceptance or collection is delayed by the Customer, or for reasons outside MMI's reasonable control after Goods are ready, MMI may:
- (a) store the Goods at the Customer's risk and expense;
 - (b) charge storage, handling, insurance, re-delivery or administration fees; and
 - (c) treat the Goods as delivered for the purposes of payment and risk.
- 8.9** Where Goods remain uncollected or undelivered for more than 90 days through the Customer's default, MMI may sell or dispose of them and apply the proceeds against sums due, accounting to the Customer for any balance after deduction of all costs.

9. EXPORT CONTROL, SANCTIONS AND DANGEROUS GOODS

THIS CLAUSE IS NOT OPTIONAL

MMI supplies internationally and ships items which may be classified as dangerous goods, including lithium batteries, aerosols, adhesives, flammable liquids and pressurised items. Breach of this clause may be a criminal offence and may expose both parties to significant penalties.

- 9.1** The Customer shall comply with all applicable export control, import control, customs, trade and sanctions laws and regulations, including those of the United Kingdom, the European Union and the United States, and shall not export, re-export, transfer, divert, sell or supply any Goods, Deliverables or technology in breach of them.
- 9.2** The Customer warrants and undertakes that it is not, and that no end user, vessel, owner, beneficial owner, operator, charterer or destination in respect of any order is:
- (a) a designated or sanctioned person or entity, or owned or controlled by one;
 - (b) located in, or intending to use the Goods in, a country or territory subject to comprehensive sanctions or embargo; or



(c) intending to use the Goods for any military, weapons, dual-use or prohibited end use requiring a licence which has not been obtained.

9.3 The Customer shall provide any end-user statement, destination information, licence, permit or documentation reasonably required by MMI, a carrier or an authority. MMI may withhold, suspend, cancel or refuse any supply, without liability, where a licence, consent or clearance is refused, delayed, revoked or reasonably considered by MMI to be required, or where MMI reasonably suspects a breach of this clause.

9.4 Where Goods constitute dangerous goods for the purposes of the IMDG, IATA, ADR or equivalent regulations, the Customer shall:

- (a) declare them correctly on any onward carriage, shipment, re-export or transfer;
- (b) not repack, relabel, consolidate or forward them otherwise than in accordance with those regulations;
- (c) observe all handling, storage, temperature, quantity, state-of-charge and segregation requirements notified by MMI, the manufacturer or the applicable safety data sheet; and
- (d) not carry, stow or transport them in a manner contrary to the applicable regulations or to the vessel's documentation.

9.5 MMI shall not be liable for any refusal, delay, seizure, detention, confiscation, fine, penalty or additional cost imposed by any carrier, port, airline, customs or regulatory authority in respect of the classification, declaration, packing, labelling, carriage or importation of Goods, save to the extent directly caused by MMI's own failure to declare Goods correctly at the point of original dispatch.

9.6 The Customer shall indemnify MMI against all losses, fines, penalties, costs, claims and expenses arising from any breach of this clause 9.

10. BESPOKE GOODS, CUSTOM WORK AND CANCELLATION

10.1 Any Bespoke Goods, custom configurations, special-order items, made-to-order items, printed items, embroidered items, custom foam layouts, custom cases, prototype items or custom assemblies may require a deposit or full payment in advance.

10.2 Deposits paid for Bespoke Goods or Services are non-refundable unless MMI expressly agrees otherwise in writing.

10.3 If the Customer cancels, postpones or materially changes a Contract after approval, MMI shall be entitled to charge for:

- (a) all work completed to date;
- (b) all materials ordered or committed;
- (c) all non-cancellable third-party purchases;
- (d) design time, layout time, specification time and procurement time;
- (e) storage, administration and restocking costs where applicable; and
- (f) loss directly resulting from the cancellation or change.

10.4 Bespoke Goods may not be returned unless defective and accepted by MMI as such under clause 16.

10.5 Where the Customer approves a sample, prototype, layout, proof or artwork, that approval is final and MMI shall have no liability for any error, omission or inaccuracy contained in the approved item.

11. ACCEPTANCE

11.1 Goods shall be deemed accepted upon the earliest of:

- (a) delivery or collection, unless the Customer notifies MMI in writing of a material issue within 5 Working Days;
- (b) installation or use of the Goods;
- (c) onward delivery, deployment, commissioning or placement into service; or
- (d) any act inconsistent with MMI's ownership or with rejection of the Goods.

11.2 Services shall be deemed accepted upon the earliest of:

- (a) written sign-off by the Customer;
- (b) MMI notifying the Customer that the Services are complete and the Customer failing to notify any material defect in writing within 5 Working Days;
- (c) use of the relevant Goods, installation, system, toolkit, layout or area worked on; or
- (d) the Customer instructing others to proceed on the basis of MMI's completed work.

11.3 Minor snagging items, cosmetic issues and non-material matters shall not prevent acceptance.

12. RETENTION OF TITLE

12.1 Risk passes in accordance with clause 8. Legal and beneficial title to all Goods shall remain with MMI until MMI has received payment in full in cleared funds for the Goods, any associated Services, and all other sums due from the Customer to MMI under any contract.

12.2 Until title passes, the Customer shall:

- (a) hold the Goods as bailee for MMI;
- (b) store them separately where reasonably possible and keep them identifiable as MMI property;



- (c) not sell, transfer, pledge, charge, alter, dismantle, reverse engineer or incorporate them into other systems where unpaid, except with MMI's prior written consent or in the ordinary course of business under clause 12.4; and
- (d) keep the Goods properly protected, maintained and insured for their full price against all usual risks, holding the proceeds of any insurance claim on trust for MMI.

12.3 MMI may at any time before title passes require the Customer to deliver up the Goods, and if the Customer fails to do so promptly,

MMI, its employees and agents may enter any premises of the Customer, or any third-party premises where the Goods are stored, in order to recover them. The Customer grants an irrevocable licence for that purpose. Exercise of this right shall not prejudice any other remedy.

12.4 Where the Customer resells Goods before title has passed, it does so as principal and not as MMI's agent, and shall hold the proceeds of sale on trust for MMI in a separate identifiable account to the extent of the sums owed to MMI.

13. PRODUCT USE, COMPLIANCE AND APPROVALS

MMI GOODS ARE NOT APPROVED SAFETY OR LIFE-SAVING EQUIPMENT

Unless MMI states otherwise in writing for a specific item, MMI Goods are professional equipment, tooling, storage and support products. They are not type-approved, class-approved, flag-approved or certified life-saving appliances, fire-fighting appliances, radio or distress equipment, or statutory safety equipment, and must not be represented, listed, carried or relied upon as satisfying any statutory, class, flag or insurer requirement.

13.1 Except where MMI expressly confirms in writing that a specific item carries a specific approval or certification, and provides the certificate:

- (a) damage control, leak-stopping and emergency response kits are supplied as practical response equipment only, and are not SOLAS, MED/wheelmark, class or flag approved damage control or fire-fighting outfits, and do not satisfy any statutory carriage requirement;
- (b) connectivity and communications deployment systems are not type-approved radio, GMDSS, distress alerting or navigational equipment, and do not replace or supplement any statutory communications or distress requirement;
- (c) torches, beacons and lighting products are not EPIRBs, PLBs, AIS-SART or approved distress signals;
- (d) waste and garbage management products are supplied as handling and stowage aids and do not of themselves satisfy MARPOL Annex V, any Garbage Management Plan, or any port reception or record-keeping requirement;
- (e) tools, cases, cabinets and foam inserts are not lifting equipment, load-bearing equipment, ATEX or explosive-atmosphere rated, or insulated to any electrical safety standard; and
- (f) dock, pontoon and floating structure products are supplied subject to the manufacturer's stated design conditions and ratings only, and are not certified for public access, load or capacity by MMI.

13.2 The Customer is solely responsible for determining whether the Goods are suitable, lawful and sufficient for its intended use, vessel, flag State, classification society, coding regime, operating area and insurer requirements, and for obtaining any approval, certification, permit or consent required.

13.3 The Customer shall use, store, maintain, inspect and dispose of the Goods in accordance with the manufacturer's instructions, the applicable safety data sheet and MMI's written guidance, shall ensure users are competent, and shall not modify, adapt or use the Goods outside their intended purpose or stated ratings.

13.4 Prototypes, trial units, pre-production samples and developmental products are supplied for evaluation only, on an "as is" basis, at the Customer's risk, without warranty of any kind, and must not be placed into operational service, resold or relied upon.

14. RESALE, DISTRIBUTION AND BRANDING

14.1 The Customer shall not resell, distribute, list, market or advertise the Goods as a reseller, distributor, dealer, stockist or agent of MMI without a separate written agreement with MMI.

14.2 Where resale is permitted, the Customer shall:

- (a) not remove, obscure, alter or replace any MMI or manufacturer branding, label, part number, batch number, serial number, certification mark or safety marking;
- (b) not re-brand, white-label, repackage or represent the Goods as its own manufacture;
- (c) pass on all manufacturer and MMI instructions, warnings, safety data sheets and use limitations to its own customer;
- (d) not make any representation, warranty or guarantee about the Goods beyond those given by MMI in writing, and shall indemnify MMI in respect of any it does make; and
- (e) comply with clause 9 in respect of any onward export or shipment.

14.3 MMI operates no exclusive territory, minimum resale price or guaranteed supply arrangement unless expressly agreed in a separate written agreement.



15. INTELLECTUAL PROPERTY AND USE OF DELIVERABLES

- 15.1** All intellectual property rights in and to MMI's existing products, product concepts, designs, layouts, foam configurations, toolkit arrangements, product names, branding, logos, logo variations, brand marks, wordmarks, trade dress, brand assets and visual identity elements, CAD files, drawings, photographs, documentation, print files, specifications, reports, and any other Goods, Services or Deliverables created, supplied or developed by MMI, shall remain vested in and owned by MMI unless expressly assigned in writing by MMI.
- 15.2** The Customer acknowledges that purchase of Goods or Services does not transfer any intellectual property rights unless expressly stated in writing by MMI.
- 15.3** All MMI logos, logo variations, brand marks, wordmarks, visual identity assets, label artwork, packaging artwork and branded design elements remain the exclusive property of MMI and may not be reproduced, altered, removed, used on third-party products or used for any purpose other than as expressly authorised by MMI in writing.
- 15.4** Subject to full payment, MMI grants the Customer a limited, non-exclusive, non-transferable, revocable licence to use Deliverables solely for the Customer's own internal operational use in relation to the relevant vessel, business or project.
- 15.5** Unless expressly agreed in writing by MMI, the Customer shall not, and shall not permit any third party to, reproduce, copy, manufacture from, modify, commercially exploit, reverse engineer, share with competing suppliers for manufacture, remove branding from, distribute externally or claim ownership of any Goods, Deliverables, designs, layouts, CAD files, drawings, print files, concepts or documentation supplied by MMI.
- 15.6** Where the Customer supplies MMI with artwork, logos, brand assets, drawings or specifications, the Customer warrants that it owns or is licensed to use them, and shall indemnify MMI against any claim that their use infringes a third party's rights.
- 15.7** Any intellectual property assignment by MMI must be expressly agreed in writing, shall only take effect once paid in full, and may be subject to separate pricing and specific licence reservations by MMI.
- 15.8** MMI may retain and use anonymised data, images, dimensions, findings and design learning arising from work performed for the Customer, for internal quality assurance, training, benchmarking and product development.

16. WARRANTY

- 16.1** Subject to the remaining provisions of this clause, MMI warrants that Goods supplied by MMI shall be free from material defects in workmanship on delivery, and that Services shall be performed with reasonable care and skill.
- 16.2** Unless otherwise stated in writing, the warranty period shall be:
- (a) 12 months from delivery, completion or deemed acceptance (whichever occurs first) for Goods supplied by MMI; and
 - (b) 3 months from completion or deemed acceptance for labour-only Services, adjustments, fitting assistance, minor modifications or repair work.
- 16.3** Third-party manufactured goods carry only the relevant manufacturer's own warranty. MMI passes through the benefit of that warranty so far as it is able to do so, but gives no additional warranty in respect of them and is not liable for a manufacturer's refusal, delay, insolvency or warranty terms.
- 16.4** Any warranty claim must:
- (a) be notified to MMI in writing promptly and in any event within 7 days of the defect first becoming apparent;
 - (b) include reasonable details, photographs and supporting information where possible; and
 - (c) allow MMI a reasonable opportunity to inspect, assess and determine the appropriate remedy before any remedial work is carried out by others.
- MMI shall have no liability for the cost of remedial work carried out by others without MMI first having been given that opportunity.**
- 16.5** MMI's sole obligation under warranty shall be, at MMI's option, to repair, replace, re-perform the relevant Services, or provide a credit, refund or partial refund.
- 16.6** Warranty does not apply to:
- (a) fair wear and tear;
 - (b) cosmetic wear from normal marine use;
 - (c) corrosion, UV degradation, salt exposure, environmental exposure or weathering where inherent to marine service, unless expressly guaranteed otherwise;
 - (d) consumables;
 - (e) batteries and third-party branded items beyond the manufacturer's own warranty terms;
 - (f) misuse, neglect, abuse, accident, overloading or improper storage;
 - (g) improper installation by anyone other than MMI;
 - (h) unauthorised alteration, repair, modification or disassembly;
 - (i) Customer-supplied parts, materials, equipment, drawings or instructions;
 - (j) defects caused by pre-existing conditions, hidden defects, vessel movement, vibration, heat, moisture, contamination or incompatible systems;
 - (k) use outside the manufacturer's stated ratings, design conditions or intended purpose; and



(l) prototypes, trial units and developmental products, except as expressly stated in writing.

16.7 Warranty does not include or cover consequential or associated costs, including vessel attendance, flights, hotels, travel time, waiting time, yard attendance, cramage, docking, demounting or remounting, access equipment, labour by others, lost charter time, guest disruption or operational downtime.

16.8 No warranty claim shall be enforceable while any invoice due to MMI remains unpaid.

16.9 Repaired or replaced Goods carry the balance of the original warranty period only, and not a fresh period.

17. RETURNS

17.1 Goods may not be returned without MMI's prior written agreement and a returns reference issued by MMI.

17.2 Approved returns may be subject to inspection, a restocking fee of up to 25% of the invoice value, carriage costs, return condition requirements and original packaging requirements. Goods must be returned unused, complete and in a resaleable condition.

17.3 Bespoke Goods, special-order items, hygiene items, cut or opened consumables and items ordered specifically for the Customer are non-returnable unless defective and accepted by MMI under clause 16.

17.4 Goods returned without agreement may be refused, or held at the Customer's risk and expense.

18. LIMITATION OF LIABILITY

18.1 Nothing in these Terms shall exclude or limit liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, for breach of the statutory undertakings as to title, or for any other liability which cannot lawfully be excluded or limited.

18.2 Subject to clause 18.1, MMI shall not be liable for any indirect loss, consequential loss, special loss, punitive loss, loss of profit, loss of revenue, loss of business, loss of contract, loss of opportunity, loss of use, loss of charter income, loss of goodwill, loss of reputation, loss or corruption of data, guest disruption, crew costs, vessel downtime, delay costs, docking or yard costs, travel or accommodation costs, environmental or pollution-related loss, wasted expenditure, or demounting, remounting or access costs, whether arising in contract, delict, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable and even if MMI was advised of the possibility.

18.3 Subject to clause 18.1, MMI's total aggregate liability arising out of or in connection with the relevant Contract, whether in contract, delict, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the greater of (a) the total amount actually paid to MMI under that Contract, and (b) £25,000.

18.4 Subject to clause 18.1, no claim may be brought against MMI more than 12 months after the date of delivery of the relevant Goods or completion of the relevant Services, whichever is earlier. The parties agree that this period is a reasonable contractual limitation period.

18.5 MMI shall not be liable for:

- (a) the suitability of Customer-selected items where MMI has supplied against Customer instruction;
- (b) hidden or pre-existing defects;
- (c) failures in Customer-supplied systems or third-party systems;
- (d) compatibility issues not expressly guaranteed in writing;
- (e) any design, compliance, class, flag, coding or approval issue unless expressly included in MMI's written scope; or
- (f) any matter arising from the Customer's breach of clause 13.

18.6 The Customer acknowledges that MMI's pricing is based on the allocation of risk set out in these Terms, that the Customer is able to insure against the risks so allocated, and that the exclusions and limitations are reasonable in the circumstances.

18.7 MMI maintains Public Liability, Employers' Liability and Professional Indemnity insurance. Evidence of cover is available on request. The existence of insurance does not extend, and shall not be construed as extending, MMI's liability beyond the limits set out in this clause 18.

19. CUSTOMER INDEMNITY

19.1 The Customer shall indemnify and keep indemnified MMI against all losses, costs, claims, liabilities, damages and expenses (including reasonable legal costs) arising out of or in connection with:

- (a) inaccurate or incomplete information supplied by the Customer;
- (b) Customer instructions, designs, specifications, artwork or measurements;
- (c) Customer-supplied materials, parts or equipment;
- (d) misuse, unauthorised modification or improper operation of Goods;
- (e) use of Goods or Deliverables outside their intended purpose or stated ratings, or contrary to clause 13;
- (f) any resale, onward supply, re-branding or representation by the Customer contrary to clause 14;
- (g) any breach of clause 9 (export control, sanctions and dangerous goods);
- (h) third-party claims arising from matters for which MMI would not be liable under these Terms; or
- (i) any breach by the Customer of applicable law, regulations, class rules, yard rules or required permissions.



20. THIRD PARTY RIGHTS AND RELIANCE

NO THIRD PARTY MAY RELY ON MMI DELIVERABLES

Goods, Services and Deliverables are supplied to the named Customer only. MMI owes no duty of care to any third party. Insurers, brokers, purchasers, lenders, subsequent owners and other recipients acquire no right of reliance by receiving, reading, paying for or acting upon anything supplied by MMI.

- 20.1** Deliverables are prepared for the named Customer only and for the purpose stated in them. MMI accepts no liability of any kind to any third party, whether in contract, delict, tort (including negligence), negligent misstatement, breach of statutory duty, restitution or otherwise, arising from or in connection with any Goods, Services, Deliverable, recommendation, opinion or advice, whether or not MMI knew or ought to have known that it would be shown to that third party.
- 20.2** The Customer may disclose a Deliverable in unaltered and complete form to its own insurer, broker, professional advisers or prospective purchaser for information only. Such disclosure creates no duty of care, contractual relationship or assumption of responsibility by MMI to the recipient, confers no right of reliance, and is made entirely at the Customer's own risk.
- 20.3** MMI shall grant a right of reliance to a named third party only where MMI has issued a signed reliance letter to that named third party. MMI is under no obligation to issue any such letter, may charge a fee for doing so, and any reliance so granted shall be subject to these Terms including clause 18.
- 20.4** The Customer shall indemnify MMI against all claims, liabilities, losses, costs and expenses (including reasonable legal costs) brought by or arising from any third party to whom the Customer, or anyone acting on its behalf, has disclosed, forwarded, published, uploaded, quoted or made available any Deliverable or part of one.
- 20.5** No Deliverable may be used for marketing, sales particulars, brokerage listings, advertisement, prospectus, financing, litigation, expert evidence or any public purpose without MMI's prior written consent.
- 20.6** A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999, or under any equivalent provision of the law of Scotland including the Contract (Third Party Rights) (Scotland) Act 2017, to enforce any term of the Contract.

21. FORCE MAJEURE

- 21.1** MMI shall not be liable for any delay or failure to perform caused by events outside its reasonable control, including acts of God, fire, flood, storm, ice, extreme weather, epidemic or pandemic, war, terrorism, civil unrest, labour shortages, strikes, supply chain disruption, shortage of materials, shipping or freight disruption, port congestion, customs delays, import or export restrictions, sanctions, tariffs, acts or omissions of suppliers, yard restrictions, vessel operational changes, failure of utilities or telecommunications, cyber incident, or governmental or regulatory action.
- 21.2** In such circumstances MMI shall be entitled to a reasonable extension of time and to recover any additional costs reasonably incurred where applicable, and may allocate available stock and capacity between its customers as it reasonably sees fit.
- 21.3** If a force majeure event continues for more than 90 days, either party may terminate the affected part of the Contract on written notice, provided the Customer shall remain liable for all work completed and all committed costs up to the date of termination.

22. SUSPENSION AND TERMINATION

- 22.1** MMI may suspend performance immediately, without liability, if:
 - (a) the Customer fails to pay any sum when due under this or any other contract;
 - (b) the Customer breaches the Contract;
 - (c) access or working conditions are unsafe or unsuitable;
 - (d) required approvals, licences or information are not provided;
 - (e) MMI reasonably believes the Customer is unlikely to pay or perform; or
 - (f) continuing would expose MMI to unreasonable legal, safety, regulatory or commercial risk, including under clause 9.
- 22.2** MMI may terminate the Contract by written notice if the Customer commits a material breach and fails to remedy it within 7 days of written notice (where capable of remedy), or if an insolvency event occurs in relation to the Customer.
- 22.3** On termination, the Customer shall immediately pay MMI for all Goods supplied, all Services performed, all work in progress, all committed purchases, all non-cancellable third-party costs, and all storage, administration, collection and recovery costs.
- 22.4** Clauses which by their nature are intended to survive termination shall do so, including clauses 9, 12, 13, 14, 15, 18, 19, 20, 23, 24 and 29.



23. CONFIDENTIALITY, DATA PROTECTION AND RECORDS

- 23.1** The Customer shall keep confidential and shall not disclose to any third party any non-public commercial, technical, pricing, design, product or operational information supplied by MMI, except where required by law or expressly authorised by MMI in writing. This clause shall survive termination.
- 23.2** MMI processes personal data in accordance with the UK GDPR and the Data Protection Act 2018 and its privacy notice, available on request. Each party shall comply with applicable data protection law in respect of any personal data shared under the Contract.
- 23.3** MMI shall retain quotations, orders, invoices, job records, drawings, photographs and Deliverables for a minimum of 6 years for accounting, insurance, regulatory and evidential purposes.
- 23.4** MMI shall not identify the Customer or its vessel in any marketing, case study, social media post or publication without the Customer's prior consent. The Customer shall not use MMI's name, logo, product images or Deliverables in any marketing, listing or brokerage material without MMI's prior written consent.

24. ANTI-BRIBERY, MODERN SLAVERY AND BUSINESS CONDUCT

- 24.1** Each party shall comply with all applicable laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010, and shall not offer, give, request or accept any bribe, facilitation payment or improper advantage in connection with the Contract.
- 24.2** Each party shall comply with the Modern Slavery Act 2015 and shall take reasonable steps to ensure there is no slavery, servitude, forced labour or human trafficking in its business or supply chain.
- 24.3** Breach of this clause 24 shall be a material breach entitling the other party to terminate the Contract immediately on written notice.

25. SUB-CONTRACTING, ASSIGNMENT AND NON-SOLICITATION

- 25.1** MMI may subcontract any part of the Goods or Services and may assign, novate or charge its rights and obligations where reasonably required.
- 25.2** The Customer may not assign, novate, charge or transfer any rights or obligations under the Contract without MMI's prior written consent.
- 25.3** The Customer shall not, during the Contract and for 12 months after its completion, directly or indirectly solicit, employ or engage any MMI employee, sub-contractor or associate engineer introduced to it by MMI, other than through MMI, without MMI's prior written consent. Breach shall entitle MMI to a fee equal to 25% of the relevant person's first year's gross remuneration or £7,500, whichever is the greater.

26. COMPLAINTS AND DISPUTE RESOLUTION

- 26.1** Any complaint should be raised in writing to ewan@mcintyremarine.com in the first instance. MMI shall acknowledge within 5 Working Days and shall respond substantively within 20 Working Days.
- 26.2** The parties shall use reasonable endeavours to resolve any dispute in good faith through direct discussion before commencing proceedings, and shall consider mediation where appropriate. This clause does not prevent either party from seeking interim relief or from pursuing recovery of an undisputed debt.

27. CONSUMER CUSTOMERS

IF YOU ARE BUYING AS A PRIVATE INDIVIDUAL, READ THIS CLAUSE

These Terms are written primarily for business customers. Where the Customer is a Consumer, this clause 27 applies and prevails over any other clause. Nothing in these Terms affects a Consumer's statutory rights.

- 27.1** Where the Customer is a Consumer, the Consumer's statutory rights under the Consumer Rights Act 2015 — including the rights that Goods be of satisfactory quality, fit for purpose and as described, and that Services be performed with reasonable care and skill — are not excluded, restricted or affected by these Terms.
- 27.2** Where the Customer is a Consumer, the following do not apply: clause 3.4 (no reliance on marketing material) to the extent it would exclude liability for a statement the Consumer did rely on; clause 6.7(a) (statutory commercial late payment interest, which is replaced by interest at 4% above the Bank of England base rate); clauses 8.6, 11.1 and 11.2 (deemed acceptance and restrictions on rejection); clause 16.2 (warranty periods, to the extent shorter than the Consumer's statutory remedies); clause 18.4 (12-month contractual time bar); and clause 25.3 (non-solicitation).
- 27.3** Where a Contract with a Consumer is made at a distance (for example online, by telephone or by email) or away from MMI's business premises, the Consumer has the right to cancel within 14 days of the day on which the Consumer, or a person nominated by the Consumer, receives the Goods, without giving a reason. To cancel, the Consumer must inform MMI by a clear statement in writing to ewan@mcintyremarine.com before the 14-day period expires.
- 27.4** Where the Consumer cancels under clause 27.3, the Consumer must return the Goods without undue delay and in any event within 14 days of notifying MMI. The Consumer bears the direct cost of return. MMI shall refund the Price and standard outbound delivery cost within 14 days of receiving the Goods back or evidence of their return, and may reduce



the refund to reflect any diminution in value caused by handling beyond what is necessary to establish the nature, characteristics and functioning of the Goods.

- 27.5** The right to cancel under clause 27.3 does not apply to Bespoke Goods, custom-made, custom-configured, personalised, printed or made-to-measure Goods, to sealed goods unsuitable for return on health or hygiene grounds once unsealed, or to Services which have been fully performed with the Consumer's express prior consent and acknowledgement that the right to cancel would be lost on completion.
- 27.6** Where the Customer is a Consumer, the Consumer may bring proceedings in the courts of the part of the United Kingdom in which the Consumer is domiciled, and clause 29.2 shall not restrict that right.

28. GENERAL

- 28.1** If any provision of these Terms is held to be invalid, unlawful or unenforceable, it shall be severed or modified to the minimum extent necessary and the remaining provisions shall remain in full force and effect.
- 28.2** Any failure or delay by MMI in exercising any right or remedy shall not constitute a waiver of that or any other right or remedy.
- 28.3** Nothing in these Terms creates a partnership, joint venture, agency or employment relationship between the parties.
- 28.4** Any notice required under the Contract shall be given in writing by email to the addresses used by the parties in the course of the Contract, or by recorded delivery to the registered office, and shall be deemed received on the next Working Day after sending (email) or two Working Days after posting.
- 28.5** The Contract may be executed and accepted electronically, including by email confirmation or electronic signature, and in counterparts, each of which shall constitute an original.

29. GOVERNING LAW AND JURISDICTION

- 29.1** The Contract and any dispute or claim arising out of or in connection with it, including non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales.
- 29.2** The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract, including non-contractual disputes or claims, subject always to clause 27.6.
- 29.3** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.