

## Business and Trade Terms

### Revised edition and priority

#### PART I CONTROLLING REVISED PROVISIONS

##### 1 Application and priority

This revised edition consists of Part I below and the detailed terms in Part II. For contracts formed on or after 18 October 2026 where this edition is provided and accepted, Part I replaces any inconsistent wording in Part II, including older rates, statutory references and bracketed choices. Mandatory UAE law prevails. Expressly agreed project conditions prevail over Part I only where clearly accepted in writing and lawful. Existing contracts are not changed retrospectively without a lawful agreement.

##### 2 Identity and mandatory rights

The Company is Custom Marine LLC, the contracting entity identified on the accepted quotation or work order. Our showroom and correspondence address is Ground Floor Showroom, MBC-1 Building, Dubai Maritime City, Sheikh Rashid Rd, Dubai, UAE; email [info@custommarine.ae](mailto:info@custommarine.ae). This is not a representation about a registered office. Customer status is determined by law and the transaction, not solely by a business-status declaration. No term restricts mandatory consumer or other statutory rights. References to the 1985 Civil Transactions Law and its Article 296 are replaced by the current applicable Civil Transactions Law under Federal Decree-Law No. 25 of 2025 and its relevant provisions, subject to temporal application rules.

##### 3 Storage and berthing tariff

Unless a different lawful tariff is expressly agreed before the charge is incurred, the Company's storage/berthing rate is AED 300 per metre of vessel length overall per calendar month, excluding VAT. At 5% VAT this is AED 315 per metre per month inclusive of VAT; the applicable tax treatment and rate at supply govern. Length overall must be recorded in the accepted quotation or handover record. Partial months are prorated: monthly rate multiplied by recorded length in metres multiplied by chargeable days in that calendar month, divided by the actual number of days in that month. Each occupied calendar date is counted once. Rates and calculation basis must be disclosed before commitment.

##### 4 When storage charges apply

For separately agreed storage, the agreed start date applies. For delayed collection after completed work, charging starts only after seven calendar days following a clear written completion and collection notice and where the tariff was disclosed and accepted before the charge arose. If no rate was agreed, only costs or compensation lawfully recoverable may be claimed. Third-party marina charges or additional services must be separately disclosed and agreed; there is no duplicate recovery for the same berth/storage service. The former AED 250-per-metre daily rate does not apply. Charging storage does not remove our duties of care.

## Business and Trade Terms

### Payment scope and customer property

#### PART I CONTROLLING REVISED PROVISIONS

### 5 Pricing and payment

The accepted quotation states deposits, milestones and any approved credit. Unless otherwise agreed, payment is due 15 calendar days after invoice issue. A deposit up to 70% for services applies only where agreed, and is accounted for against charges. Consumers receive VAT-inclusive pricing and disclosed additional costs before commitment; if a total cannot reasonably be fixed, the calculation basis and spending approval are recorded. Consumers may withhold payment to the extent law permits for a valid claim; undisputed sums remain due. No mandatory remedy is lost merely because an invoice is unpaid.

### 6 Interest and suspension

Only for non-consumer commercial contracts, agreed late interest is simple interest at 9% per annum or the lower maximum lawful rate, recoverable only where lawful and subject to statutory limits; it is not compounded. No automatic consumer late-interest rate is created by these terms. Collection costs or interest require a lawful basis and must be reasonable and recoverable. Suspension for payment default requires written notice and a reasonable opportunity to remedy, except lawful urgent grounds. Preserve vessel safety and mandatory warranty obligations during suspension.

### 7 Scope and recorded changes

Only the agreed work scope is included. A chargeable variation requires recorded approval by the nominated authorised customer contact of scope, price or calculation basis, any spending limit and timing effect. Email or an agreed recorded messaging channel may evidence approval. Verbal instructions must be confirmed before extra work proceeds. If immediate proportionate action is reasonably necessary for safety, damage prevention or legal compliance and contact cannot be obtained, we may take only necessary protective measures, recording urgency, contact attempts and reasonable itemised cost. No discretionary consumer price increase is imposed without agreement.

### 8 Custody owner parts and insurance

We take the care required by law of vessels and property in our custody, including during storage, delay and suspension. Clause 13.2 refers to liability Clause 20, not Clause 24. Fire, theft, weather or a third party's act does not automatically exclude liability where we are legally responsible. Customer-supplied parts have no manufacturer warranty from us, but our own installation workmanship, agreed advice and required warnings remain our responsibility. Exclusions apply only to the extent an excluded cause actually caused the problem. Customers maintain agreed suitable vessel insurance; this does not replace our own responsibilities. The Company's third-party liability insurance is subject to its actual policy terms, limits and exclusions; these terms do not promise cover for custody, repairs, sea trials or any specific claim.

## Business and Trade Terms

### Delivery acceptance and warranty

#### PART I CONTROLLING REVISED PROVISIONS

#### 9 Specifications delivery and acceptance

Confirm vessel compatibility, ratings and specifications in the order. Customer selection does not excuse our own incorrect advice, description or agreed design. Material substitutions affecting model, rating, compatibility, safety, warranty or price require recorded approval. Delivery estimates are updated when delays arise; mandatory delay, cancellation and refund remedies remain. Three Business Days for reporting visible service issues or transit shortages and seven calendar days for visible goods issues are administrative inspection targets only. Payment, use, collection or expiry of these targets does not waive latent defects, warranty claims or mandatory remedies.

#### 10 Workmanship and manufacturer cover

Contractual workmanship cover is six months from completion, additional to any longer mandatory or agreed period. For consumers it lasts at least a reasonable period appropriate to the service or the agreed period, whichever is longer. Manufacturer cover supplements our duties as seller, installer and service provider and is not the customer's exclusive route. We remain responsible for subcontracted performance to the extent required by law. Misuse, customer parts, corrosion, marine conditions, lack of maintenance or third-party work excludes cover only to the extent it caused the defect. Normal marine use alone is not a blanket exclusion. Required statutory remedies and costs remain available.

#### 11 Returns and statutory periods

Faulty-goods and non-conforming-service remedies follow applicable law. Voluntary change-of-mind returns require prior agreement within 14 calendar days, unused condition and any reasonable handling/freight cost disclosed before acceptance. Custom-made, cut-to-length and special-order goods may be excluded from voluntary returns, but mandatory faulty-goods rights remain. For B2B voluntary returns, any restocking charge must reflect reasonable documented cost and a previously agreed ceiling; 20% is not an automatic penalty. Inspection targets and contractual warranty periods do not shorten statutory claim periods. Maritime Law Article 11 hidden-defect duties remain where applicable.

#### 12 Security and lawful recovery

Retained title, retention and maritime remedies exist only to the extent recognised by law, subject to incorporation into a vessel, third-party rights and any required registration or perfection. No term authorises forced entry, trespass, dangerous removal or unlawful self-help seizure. Use lawful consent or competent-court procedures. A contractual description does not itself create a statutory maritime lien. Release may end a possessory right; other lawful claims and security remain. No sale or disposal of customer property occurs except through a legally permitted procedure.

## Business and Trade Terms

### Liability cancellation privacy and disputes

#### PART I CONTROLLING REVISED PROVISIONS

#### 13 Liability and indemnity

No limitation or exclusion applies to harmful-act liability that cannot lawfully be restricted, fraud, gross fault, wilful misconduct, mandatory maritime duties, consumer compensation/remedies or other non-excludable liability. For consumers there is no blanket invoice-price cap. For non-consumer contracts, otherwise lawful contractual liability is capped at charges paid or payable for the affected contract, or the affected goods price for a goods-only claim; the identified commercial-loss exclusions in Part II apply only to the extent lawful. Customer indemnities cover substantiated loss only to the extent caused by customer breach, unlawful conduct, defective customer parts, undisclosed hazards or lack of authority; they do not shift our own legal responsibility. Allow notice, reasonable defence participation and mitigation; no duplicate recovery or settlement imposing customer obligations without consent. The B2B 30-day claim notice target is not a forfeiture or statutory time bar.

#### 14 Cancellation termination and events

On lawful cancellation or termination, account for completed work, accepted goods and documented unavoidable commitments, less savings, refunds, reuse and resale proceeds; refund the balance due. Deposits are not automatically forfeited. Preserve mandatory consumer remedies. A remediable material breach has a 14-calendar-day cure period, subject to lawful urgent grounds and applicable insolvency rules. Force majeure requires evidence, prompt notice and mitigation; a manufacturer delay or price rise alone is not automatically force majeure. Either party may terminate the affected contract after 60 calendar days of a qualifying continuing event, with lawful accounting; unperformed work is not charged merely because termination occurred.

#### 15 Privacy and communications

We process personal information only for specified lawful contracting, safety, payment, compliance and claims purposes, using an appropriate lawful basis and separate valid consent where required. We limit data and recipients to what is necessary, apply appropriate safeguards, comply with transfer requirements and retain records only for justified statutory, contractual or claims periods, subject to legal holds. Contact [info@custommarine.ae](mailto:info@custommarine.ae) for privacy requests and applicable rights. Operational notices use nominated contacts; formal legal notices follow applicable service rules. A general consent does not waive statutory rights.

#### 16 Disputes language and defaults

UAE law as applied in Dubai governs, subject to mandatory rules. Competent Dubai courts are the default forum; consumers may also approach competent consumer authorities. Parties may negotiate for 30 calendar days without blocking urgent relief or mandatory remedies. Arbitration requires a separate valid written agreement specifying institution, seat, language and tribunal with required signatory authority; the older one/three choice is inoperative. A complaint is acknowledged within two Business Days with a target of resolution within 14 calendar days. Business Day means Monday to Friday excluding UAE public holidays in Dubai, without changing statutory time calculations. All bracketed numeric defaults in Part II are resolved by Part I; otherwise a single printed numeric value is confirmed, not a blank option. The Arabic version prevails for customer terms in case of inconsistency, subject to mandatory law. Assignment or novation follows legally required consent and process.

# Master Terms and Conditions

Marine Maintenance & Refit Services | Marine Products & Equipment Supplies

## GOVERNING LAW

United Arab Emirates,  
as applied in the Emirate of Dubai

## CONTENTS

### PART A — GENERAL PROVISIONS

- 1 Definitions and Interpretation
- 2 Application and Precedence of these Terms
- 3 Quotations, Orders and Formation of Contract
- 4 Charges, Prices and Taxes
- 5 Payment Terms

### PART B — MAINTENANCE & REFIT SERVICES

- 6 Scope of Services and Work Orders
- 7 Variations and Change Orders
- 8 Delivery of the Vessel, Access, Berthing and Storage
- 9 Customer Obligations and Owner-Supplied Items
- 10 Subcontractors and Third-Party Manufacturers
- 11 Inspection, Trials, Completion and Acceptance
- 12 Workmanship Warranty for Services
- 13 Risk, Custody and Insurance during Works

### PART C — PRODUCTS & EQUIPMENT SUPPLIES

- 14 Orders, Specifications and Availability

### PART D — COMMON PROVISIONS

- 18 Right of Retention and Maritime Debt
- 19 Warranties and Disclaimers (General)
- 20 Limitation of Liability
- 21 Indemnity
- 22 Insurance
- 23 Intellectual Property
- 24 Confidentiality and Data Protection
- 25 Force Majeure
- 26 Suspension and Termination
- 27 Business Customer Status
- 28 Anti-Bribery, Compliance and Sanctions
- 29 Notices
- 30 General
- 31 Governing Law and Dispute Resolution

- 15 Delivery, Risk and Title
- 16 Inspection, Acceptance, Returns and Special Orders
- 17 Product Warranties (Goods)

## Preamble and Status of these Terms

These Master Terms and Conditions (the “**Terms**”) govern the supply of services and goods by Custom Marine LLC (“**the Company**”, “**we**”, “**us**” or “**our**”), a limited liability company licensed and registered in the Emirate of Dubai, United Arab Emirates, with its principal place of business at Rashid Yachts & Marina (Port Rashid), Dubai, to any person or entity who purchases, orders or instructs such services or goods (“**the Customer**”, “**you**” or “**your**”). The Company and the Customer are together the “**Parties**” and each a “**Party**”.

The Company operates through two divisions, and these Terms apply across both:

### MARINE MAINTENANCE & REFIT SERVICES DIVISION

Carries out repair, refit, maintenance, installation, commissioning, survey and related works on vessels and their systems (“**Services**”).

### MARINE PRODUCTS & EQUIPMENT SUPPLIES DIVISION

Supplies marine equipment, parts, cabling, electrical and electronic systems and related goods (“**Goods**”).

**Part A** (General Provisions) applies to all dealings. **Part B** applies to Services. **Part C** applies to Goods. **Part D** (Common Provisions) applies to all dealings and governs liability, disputes and related matters. These Terms are written for business and trade customers: by contracting on these Terms the Customer represents that it does so in the course of its trade or business and is not a “Consumer” within the meaning of Federal Law No. 15 of 2020 (see Clause 27).

These Terms are governed by and form a binding contract under the laws of the United Arab Emirates, including in particular the Civil Transactions Law (Federal Law No. 5 of 1985, as amended), the Commercial Transactions Law (Federal Decree-Law No. 50 of 2022), the Maritime Law (Federal Decree-Law No. 43 of 2023), and the Consumer Protection Law (Federal Law No. 15 of 2020) together with its Executive Regulations (Cabinet Decision No. 66 of 2023).

By signing a quotation, work order, delivery note or order confirmation referencing

these Terms, by issuing a purchase order, by making payment, or by accepting delivery of Goods or commencement of Services, the Customer is deemed to have read, understood and accepted these Terms in full.

## PART A

# General Provisions

## 1 Definitions and Interpretation

- 1.1 Definitions.** In these Terms, unless the context requires otherwise: “**Contract**” means the agreement between the Parties incorporating these Terms together with the relevant Quotation, Work Order, Order Confirmation and any agreed Schedule; “**Work Order**” means a scope-of-works document issued or accepted by the Company for Services; “**Quotation**” means a written estimate or proposal issued by the Company; “**Order Confirmation**” means the Company’s written acceptance of an order for Goods; “**Vessel**” means the yacht, boat, craft or marine structure that is the subject of the Services; “**Charges**” means all sums payable to the Company for Goods and/or Services; “**VAT**” means value added tax under Federal Decree-Law No. 8 of 2017 (as amended); and “**Business Day**” means a day other than a Friday, Saturday or public holiday in Dubai.
- 1.2** Headings are for convenience only and do not affect interpretation. Words importing the singular include the plural and vice versa. A reference to a statute is to that statute as amended, consolidated or re-enacted from time to time.
- 1.3** In the event of conflict, the order of precedence is: (a) any special conditions expressly agreed in writing and signed by an authorised signatory of the Company; (b) the Quotation, Work Order or Order Confirmation; (c) these Terms; and (d) any other document. The Customer’s own purchase-order terms or standard terms do not apply and are expressly excluded, even if referenced or delivered after these Terms.

## 2 Application and Precedence of these Terms

- 2.1** These Terms apply to the exclusion of all other terms. No variation has effect unless agreed in writing and signed by an authorised signatory of the

Company. No conduct, course of dealing or trade custom varies these Terms.

- 2.2** Any advice, recommendation, drawing, specification or technical information given by the Company or its staff is given in good faith but, where not confirmed in writing, is followed and acted upon at the Customer's own risk, and the Company is not liable for it except as required by mandatory UAE law.
- 2.3** Where the Customer is a merchant or acting for purposes relating to its trade or business, the dealings are commercial in nature and governed by Federal Decree-Law No. 50 of 2022.
- 2.4** The Customer warrants that it enters into each Contract in the course of its trade, business or profession and not as a Consumer. The Customer is responsible for satisfying itself as to the suitability of the Goods and Services for its purposes, and the protections in these Terms are agreed on the basis of that business-to-business relationship.

### **3 Quotations, Orders and Formation of Contract**

- 3.1** A Quotation is an invitation to treat and is valid for thirty (30) days from its date unless stated otherwise, after which it may be withdrawn or revised. Prices, availability and lead times are subject to change until an Order Confirmation or signed Work Order is issued.
- 3.2** A Contract is formed only when the Company issues a written Order Confirmation, countersigns a Work Order, or (where earlier) commences the Services or dispatches the Goods. The Company may decline any order at its discretion before that point.
- 3.3** Quotations are based on the information, drawings, measurements and condition reports supplied by the Customer and on the Company's preliminary inspection. They exclude works, parts or conditions that could not reasonably be foreseen at the time of quoting, which are dealt with as Variations under Clause 7.
- 3.4** Catalogues, brochures, illustrations, weights, dimensions and performance figures are approximate and indicative only and do not form part of the Contract unless expressly confirmed in writing.

## 4 Charges, Prices and Taxes

- 4.1** Charges are as stated in the Quotation, Work Order or Order Confirmation. Unless expressly stated to be inclusive, all Charges are exclusive of VAT, customs duties, freight, insurance, port and marina fees, haul-out, launch, craneage, mooring, storage and statutory charges, which are payable in addition by the Customer.
- 4.2** VAT at the prevailing rate (currently 5%) is added to all taxable supplies and is payable by the Customer against a valid tax invoice issued in accordance with UAE VAT legislation. Certain supplies connected with qualifying commercial vessels may be zero-rated under UAE VAT legislation, in which case the Company will apply the correct VAT treatment to the relevant supply.
- 4.3** The Company may adjust quoted Charges to reflect increases beyond its reasonable control occurring after the Quotation date, including changes in manufacturer prices, exchange rates, customs duties, freight, or statutory charges, and any increase in scope. Material adjustments will be notified before the affected work proceeds or Goods are dispatched.
- 4.4** Where Charges are quoted in a currency other than UAE Dirhams, conversion is at the Company's bank's prevailing rate on the invoice date, and the Customer bears any exchange differences and bank charges.

## 5 Payment Terms

- 5.1** **Deposits and stage payments.** For Services, the Company may require a deposit of up to 70% of the estimated Charges before mobilisation, with the balance payable by milestones and the final balance on completion. For Goods, payment in full or an agreed deposit may be required before order placement, dispatch or release.
- 5.2** Unless otherwise stated on the invoice, payment is due within [fifteen (15)] days of the invoice date, in cleared funds, without set-off, deduction, counterclaim or withholding of any kind.
- 5.3** Time for payment is of the essence. If any sum is not paid when due, the Company may, without prejudice to its other rights: (a) charge late-payment interest at the rate of [9]% per annum (calculated on a simple, non-compounded basis), or the maximum rate permitted under applicable UAE law if lower, accruing daily from the due date until payment, provided that the aggregate interest shall not exceed

the principal sum; (b) suspend Services, withhold Goods and exercise its rights of retention under Clause 18; (c) require payment in advance for further dealings; and (d) recover all reasonable costs of collection, including legal and court fees.

- 5.4** All payments are applied first to costs and interest and then to the oldest outstanding invoice. A payment is not received until cleared into the Company's account. The Company may set off any amount owed by it against any amount the Customer owes.
- 5.5** The Customer may not withhold or reduce payment by reason of any alleged defect, dispute or claim, which must be pursued separately in accordance with these Terms.

**PART B****Marine Maintenance & Refit Services****6 Scope of Services and Work Orders**

- 6.1** The Company will perform the Services described in the agreed Work Order with reasonable skill and care and in a professional and workmanlike manner, in accordance with good marine industry practice and applicable UAE law.
- 6.2** The scope is limited strictly to the works set out in the Work Order. Any work not expressly listed – including incidental, consequential or newly discovered work – is excluded unless agreed as a Variation under Clause 7.
- 6.3** Diagnostic, investigative and stripping-down works may reveal further defects or necessary works that were not apparent on inspection. The Company will notify the Customer and proceed with such additional works only on the Customer's written authorisation, save where Clause 6.4 applies.
- 6.4** If, in the Company's reasonable judgement, an urgent measure is necessary to preserve safety, prevent damage to the Vessel, property or the environment, or comply with law, and the Customer cannot be reached in time, the Company may take that measure and recover the reasonable cost as a Variation.

## 7 Variations and Change Orders

- 7.1** Any change to the scope, specification, materials or programme is a “**Variation**”. Variations are recorded in a written change order stating the additional Charges and any effect on the completion date, and take effect on the Customer’s written approval.
- 7.2** The Company is entitled to additional time and Charges for Variations, for delays or extra work caused by inaccurate information supplied by the Customer, latent defects in the Vessel, owner-supplied items, or any act or omission of the Customer or its other contractors.
- 7.3** Verbal instructions to vary the works may be acted upon by the Company and, if so acted upon, are chargeable; the Customer is deemed to have authorised them.

## 8 Delivery of the Vessel, Access, Berthing and Storage

- 8.1** The Customer must deliver the Vessel to the agreed location in a condition that allows the Services to commence safely, and must ensure timely access for the duration of the works, including any required haul-out, launch, berthing or yard space.
- 8.2** Haul-out, launch, craneage, transport, berthing, mooring, hard-standing and storage are charged in addition unless expressly included, and are subject to the operator’s and marina’s own rules and tariffs, which the Customer is deemed to accept.
- 8.3** If the Customer fails to collect the Vessel within [seven (7)] days of notification of completion, the Company may charge daily storage and berthing fees calculated by the length of the Vessel at the rate of AED 250 per metre per day, which the Parties agree is a genuine and reasonable pre-estimate of the Company’s loss and cost arising from delayed collection, and is not liable for the Vessel during such period save for damage caused by its own gross negligence.
- 8.4** Delays caused by the Customer’s failure to deliver, grant access, supply information or pay are at the Customer’s risk and cost and extend the completion date accordingly.

## 9 Customer Obligations and Owner-Supplied Items

- 9.1** The Customer warrants that it is the owner of the Vessel or is duly authorised by the owner to instruct the Services and to bind the owner to these Terms, and will indemnify the Company against any claim arising from a lack of such authority.
- 9.2** The Customer must disclose all known defects, hazards, modifications, and the presence of any dangerous goods, fuels or substances on board, and remove all valuables and personal effects before delivery. The Company is not responsible for loss of valuables or personal effects not formally handed over and receipted.
- 9.3** Where the Customer supplies its own parts, materials or equipment for installation, the Company gives no warranty as to those items, accepts no liability for their suitability, defects or failure, and may charge for additional work caused by them. Any Company workmanship warranty under Clause 12 does not extend to owner-supplied items.
- 9.4** The Customer must maintain in force adequate hull, machinery and third-party-liability insurance covering the Vessel throughout the works and provide evidence on request.

## 10 Subcontractors and Third-Party Manufacturers

- 10.1** The Company may subcontract any part of the Services and may procure manufacturer-authorised technicians, surveyors or specialists. The Company remains responsible for the proper management of its subcontractors; in respect of proprietary equipment and third-party manufactured items, the Company's responsibility is limited to passing through to the Customer the benefit of the applicable manufacturer warranty.
- 10.2** Where the Services involve commissioning or integrating third-party systems (including engines, generators, electronics and power systems), performance is subject to the relevant manufacturer's specifications, software and warranty terms, which are passed through to the Customer.

## 11 Inspection, Trials, Completion and Acceptance

- 11.1** On completion the Company will notify the Customer, who must inspect the Services (and attend any sea trial, if agreed) within [three (3)] Business Days.

Any defect or non-conformity must be notified in writing within that period.

- 11.2** The Services are deemed accepted on the earliest of: (a) the Customer's written acceptance; (b) expiry of the inspection period without written notice of a valid defect; (c) the Customer taking the Vessel back into use or removing it from the Company's control; or (d) payment of the final invoice.
- 11.3** Acceptance does not deprive the Customer of its rights under the workmanship warranty in Clause 12 for latent defects not reasonably discoverable on inspection.

## 12 Workmanship Warranty for Services

- 12.1** The Company warrants that the Services will be free from defects in workmanship for a period of [six (6)] months from the date of completion (the "Warranty Period"), subject to this Clause.
- 12.2** The Customer's sole remedy under this warranty is that the Company will, at its option, re-perform or rectify the defective workmanship free of labour charge, provided the defect is notified in writing within the Warranty Period and the Company is given access to inspect and rectify before any third party intervenes.
- 12.3** The warranty does not apply to: (a) fair wear and tear; (b) owner-supplied items and proprietary equipment (covered only by the manufacturer's warranty); (c) defects caused by misuse, accident, neglect, improper operation, modification or repair by others, or failure to maintain or service the Vessel; (d) corrosion, marine growth, or weather, environmental or operational conditions; or (e) any Vessel on which Charges remain unpaid.
- 12.4** Save for the Company's mandatory statutory liabilities (including under Clause 12.5 and the rights of a Consumer under Clause 27), and to the fullest extent permitted by law, this warranty is in place of all other warranties, conditions and terms as to the Services, whether express or implied.
- 12.5 Hidden defects.** Nothing in this Clause limits the Company's mandatory liability, as a maintenance or repair contractor, for hidden defects in the Services under Article 11 of the Maritime Law (Federal Decree-Law No. 43 of 2023). Any claim for such a hidden defect must be brought within the statutory period, being one (1) year from the date the defect is detected or two (2) years from the date the Vessel is taken over, whichever is later. The contractual warranty

in this Clause is in addition to, and does not exclude, that statutory liability.

### 13 Risk, Custody and Insurance during Works

- 13.1** While the Vessel is in the Company's care for the Services, the Company will take reasonable care of it but is not an insurer of the Vessel. The Customer remains responsible for insuring the Vessel as required by Clause 9.4.
- 13.2** The Company is not liable for loss of or damage to the Vessel or property on board caused by fire, flood, storm, theft, the act or default of a third party, or any cause beyond the Company's reasonable control, except to the extent directly caused by the Company's own negligence and subject to the limits in Clause 24.

## PART C

## Marine Products & Equipment Supplies

### 14 Orders, Specifications and Availability

- 14.1** Goods are supplied according to the specification in the Order Confirmation. The Customer is responsible for ensuring that the specification, quantity, ratings and compatibility of the Goods ordered are correct and fit for the Customer's intended vessel, system and application.
- 14.2** The Company may deliver Goods that conform to updated manufacturer specifications or substitute equivalent Goods of equal or better quality where the ordered item is unavailable, having notified the Customer where reasonably practicable.
- 14.3** Quantities, dimensions and technical data on packaging or in documentation are the manufacturer's and are subject to manufacturing tolerances customary in the industry.

### 15 Delivery, Risk and Title

- 15.1** **Delivery.** Unless otherwise agreed, delivery takes place at the Company's premises (Ex Works), and the Customer is responsible for collection, transport, freight and insurance thereafter. Where the Company arranges carriage,

it does so as the Customer's agent and at the Customer's cost and risk.

- 15.2 Delivery dates.** Delivery and lead-time dates are estimates only and time is not of the essence. The Company is not liable for any delay caused by manufacturers, carriers, customs clearance or any cause beyond its reasonable control, and delay does not entitle the Customer to cancel or to claim loss.
- 15.3 Risk.** Risk in the Goods passes to the Customer on delivery or collection, or when the Company tenders delivery and the Customer fails to take it.
- 15.4 Retention of title.** Notwithstanding delivery and the passing of risk, legal and beneficial title in the Goods does not pass to the Customer until the Company has received payment in full of all sums due in respect of the Goods and any other Goods or Services. Until title passes, the Customer holds the Goods as bailee, must store them so they are identifiable as the Company's property, and the Company may, on default, recover and resell the Goods and enter any premises or vessel to do so.
- 15.5 Shortages and transit damage.** Claims for shortage, non-delivery or damage in transit must be noted on the delivery documentation and notified in writing within [three (3)] Business Days of delivery, failing which the Goods are deemed delivered complete and in good condition.
- 15.6 Installed Goods.** The retention of title in Clause 15.4 applies to Goods prior to their installation. Once Goods are incorporated into or affixed to a Vessel they may accede to the Vessel, and the Company's security in respect of such Goods is then the right of retention and the maritime-debt remedies under Clause 18 rather than retained title.

## 16 Inspection, Acceptance, Returns and Special Orders

- 16.1** The Customer must inspect the Goods on delivery and notify any defect, non-conformity or shortage in writing within [seven (7)] days. Goods not rejected within that period are deemed accepted.
- 16.2** Goods correctly supplied are not returnable except with the Company's prior written consent. Where return is accepted, the Goods must be unused, in original condition and packaging, and a restocking charge of up to [20]% plus any freight may apply, which the Parties agree is a genuine and reasonable

pre-estimate of the Company's handling, restocking and re-sale costs.

- 16.3** Special-order, made-to-order, cut-to-length (including cable cut to length), imported-to-order and non-stock Goods are non-cancellable and non-returnable once ordered, save for a valid warranty claim.

## **17 Product Warranties (Goods)**

- 17.1** Goods are covered by the warranty of their manufacturer only. The Company passes through to the Customer the benefit of any such manufacturer warranty to the extent it is permitted to do so, and will provide reasonable assistance in pursuing manufacturer warranty claims.
- 17.2** Save for the manufacturer warranty and the mandatory rights of a Consumer under Clause 27, and to the fullest extent permitted by law, the Company gives no warranty and excludes all implied terms as to the quality, description, fitness for purpose or performance of the Goods, the Customer having satisfied itself as to suitability under Clause 14.1.
- 17.3** The warranty does not apply to defects caused by improper installation (other than by the Company), misuse, incorrect specification by the Customer, fair wear and tear, marine or environmental conditions, or unauthorised modification.

### **PART D**

## **Common Provisions**

## **18 Right of Retention and Maritime Debt**

- 18.1** The Company has, and the Customer grants, a general possessory right of retention over the Vessel, its equipment, and any Goods, parts or property of the Customer in the Company's possession, as security for payment of all Charges and other sums due to the Company, whether or not relating to those specific items. This right of retention is recognised under the Civil Transactions Law (Federal Law No. 5 of 1985).
- 18.2** The Customer acknowledges that unpaid Charges may constitute a maritime debt under the Maritime Law (Federal Decree-Law No. 43 of 2023): the materials,

supplies, equipment and services provided to operate, manage, maintain or safekeep a Vessel fall within Article 53(2)(l), and the building, rebuilding, repairing, converting or outfitting of a Vessel falls within Article 53(2)(m). The Company accordingly reserves the right to apply to the competent UAE court for precautionary attachment of the Vessel – or of any other vessel owned by the debtor at the time of the application, in accordance with Article 54 – and to enforce its claim, including by judicial sale, subject to providing any financial guarantee required under Article 56 of that law.

- 18.3** While exercising its right of retention the Company is not obliged to release the Vessel or Goods until payment in full, and may charge storage and berthing for the retention period. The Company will not sell or otherwise dispose of any retained Vessel or Goods except through the process permitted by applicable UAE law.
- 18.4** Any release of the Vessel or Goods, in whole or in part, is at the Company's discretion and is without prejudice to, and does not waive, the Company's right of retention, its maritime-debt and arrest rights, or any other right or security. The Company may make any release conditional on payment, or on the provision of a bank guarantee or other security acceptable to it.

## **19 Warranties and Disclaimers (General)**

- 19.1** Each Party warrants that it has authority to enter into the Contract. The Company warrants that it holds the licences required to provide the Services and supply the Goods in the UAE.
- 19.2** Except as expressly set out in these Terms, and without prejudice to any mandatory right that cannot lawfully be excluded (including a Consumer's rights under Clause 27), all warranties, conditions and terms implied by statute, common practice or otherwise are excluded to the fullest extent permitted by UAE law.

## **20 Limitation of Liability**

- 20.1 Liabilities not excluded.** Nothing in these Terms excludes or limits the Company's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, for gross negligence or wilful misconduct, or for any liability that cannot lawfully be excluded under UAE law (including Article 296 of the Civil Transactions Law and the mandatory provisions of the Consumer Protection Law).

- 20.2 Excluded losses.** Subject to Clause 20.1, the Company is not liable, whether in contract, tort (including negligence), under statute or otherwise, for any loss of profit, loss of revenue, loss of use of the Vessel, loss of charter income, loss of opportunity, loss of or corruption of data, or any indirect, special or consequential loss, however arising.
- 20.3 Liability cap.** Subject to Clauses 20.1 and 12.5, the Company's total aggregate liability arising out of or in connection with each Contract, whether in contract, tort or otherwise, is limited to the total Charges paid by the Customer under that Contract (or, for Goods, the price of the specific Goods giving rise to the claim).
- 20.4 Notice of claims.** The Customer must notify the Company in writing of any claim within [thirty (30)] days of the Customer becoming aware of the circumstances giving rise to it, so as to allow the Company to investigate and mitigate. Failure to give such notice does not of itself bar the claim, but the Customer bears any additional loss, cost or evidential prejudice caused to the Company by the delay. Nothing in this Clause purports to vary any limitation period fixed by law.

## 21 Indemnity

- 21.1** The Customer indemnifies and holds the Company harmless against all claims, losses, damages, liabilities, fines and reasonable costs (including legal fees) arising from: (a) the Customer's breach of these Terms; (b) any inaccuracy in information supplied by the Customer; (c) owner-supplied items; (d) any lack of authority to instruct the Services or bind the Vessel's owner; (e) the presence of any undeclared hazardous substance on the Vessel; or (f) any third-party claim relating to the Customer's use of the Vessel or Goods.

## 22 Insurance

- 22.1** The Company maintains the insurances customary and required for its business. The Customer is responsible for insuring the Vessel, the Goods (after risk passes) and its own liabilities, and must not represent that the Company's insurance covers the Customer's property or interests.

## 23 Intellectual Property

- 23.1** All intellectual property in the Company's designs, drawings, specifications, methods, software, reports, quotations and other materials remains the

Company's property. The Customer is granted a non-exclusive, non-transferable licence to use deliverables solely for the Vessel and purpose for which they were supplied, and may not copy, disclose or exploit them otherwise.

- 23.2** The Customer must not remove or alter any manufacturer or Company markings, serial numbers or labels on Goods or installed equipment.

## **24 Confidentiality and Data Protection**

- 24.1** Each Party will keep confidential the other's non-public commercial information and use it only for the Contract, except where disclosure is required by law or to professional advisers.
- 24.2** The Company processes personal data in accordance with Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data and applicable UAE law, for the purposes of performing the Contract, compliance and legitimate business administration, and the Customer consents to such processing.

## **25 Force Majeure**

- 25.1** Neither Party is liable for any failure or delay in performance (other than payment obligations) caused by an event beyond its reasonable control, including act of God, severe weather, fire, flood, war, civil unrest, epidemic or pandemic, government action, port or marina closure, strike, shortage of materials, and failure or delay of manufacturers or carriers ("Force Majeure").
- 25.2** The affected Party will notify the other and use reasonable efforts to mitigate. If a Force Majeure event continues for more than [sixty (60)] days, either Party may terminate the affected Contract by written notice, and the Customer will pay for all Goods supplied and Services performed up to the date of termination.

## **26 Suspension and Termination**

- 26.1** The Company may suspend Services or withhold Goods immediately if the Customer fails to pay any sum when due, fails to perform any obligation, or becomes subject to insolvency or bankruptcy proceedings under Federal Decree-Law No. 51 of 2023.
- 26.2** Either Party may terminate a Contract by written notice if the other commits

a material breach not remedied within [fourteen (14)] days of written notice, or becomes insolvent.

- 26.3** On termination, all sums for Goods supplied and Services performed (including work in progress, committed materials and non-cancellable orders) become immediately due, and the Company's rights of retention under Clause 18 continue until payment in full.
- 26.4** Clauses which by their nature survive termination (including 18, 20, 21, 23, 24, 27, 28 and 31) continue in force.

## **27 Business Customer Status**

- 27.1** These Terms are intended for business and trade customers. The Customer confirms that it contracts in the course of its trade, business or profession and not as a Consumer within the meaning of Federal Law No. 15 of 2020 on Consumer Protection and its Executive Regulations (Cabinet Decision No. 66 of 2023), and that the consumer-protection regime does not apply to the Contract.
- 27.2** The Customer acknowledges that the allocation of risk, the warranties, the limitations and exclusions of liability, and the remedies in these Terms have been agreed on the basis of a business-to-business relationship and are reflected in the Charges.
- 27.3** If, notwithstanding Clause 27.1, it is determined that the Customer is in fact a Consumer in respect of a particular Contract, then any mandatory statutory right of that Consumer that cannot lawfully be excluded shall apply, but only to the minimum extent required by law, and the remaining provisions of these Terms shall continue to apply to the fullest extent permitted.

## **28 Anti-Bribery, Compliance and Sanctions**

- 28.1** Each Party will comply with all applicable anti-bribery, anti-money-laundering, export-control and economic-sanctions laws. The Customer warrants that it is not, and is not acting for, a sanctioned person, and that the Goods and Services will not be used for any unlawful purpose or re-exported in breach of applicable controls.

## 29 Notices

**29.1** Notices must be in writing in English or Arabic and sent to the address or email last notified by the recipient. Notices are deemed received: if by hand, on delivery; if by email, on transmission (absent a delivery-failure message) on a Business Day; and if by courier, on signed receipt. Routine operational communications may be exchanged by the Parties' usual business email.

## 30 General

- 30.1 Assignment.** The Customer may not assign or transfer the Contract without the Company's written consent. The Company may assign, subcontract or novate the Contract.
- 30.2 Entire agreement.** The Contract is the entire agreement between the Parties and supersedes all prior representations and understandings. The Customer confirms it has not relied on any statement not expressly set out in the Contract.
- 30.3 Severability.** If any provision is held invalid or unenforceable, the remaining provisions continue in full force, and the invalid provision is to be read down to the minimum extent necessary to be valid.
- 30.4 Waiver.** No failure or delay in exercising a right is a waiver of it, and no single or partial exercise prevents any further exercise.
- 30.5 No partnership.** Nothing creates a partnership, joint venture or agency between the Parties.
- 30.6 Third parties.** No person other than the Parties has any right to enforce these Terms.
- 30.7 Language.** These Terms may be issued in English and Arabic. In the event of any inconsistency between the two versions, the Arabic version shall prevail, consistent with the language of proceedings before the UAE courts.

## 31 Governing Law and Dispute Resolution

**31.1** These Terms and any Contract, and any non-contractual obligation arising out of or in connection with them, are governed by and construed in accordance with the laws of the United Arab Emirates as applied in the Emirate of Dubai.

- 31.2** The Parties will first attempt to resolve any dispute amicably by good-faith negotiation between senior representatives within [thirty (30)] days of written notice of the dispute.
- 31.3** **Jurisdiction.** If the dispute is not resolved amicably, it shall be subject to the exclusive jurisdiction of the Courts of Dubai, United Arab Emirates. The Parties may instead agree in writing to refer the dispute to final and binding arbitration administered by the Dubai International Arbitration Centre (DIAC) under its Rules, seat Dubai, language English, before [one]/[three] arbitrator(s).
- 31.4** Nothing in this Clause prevents the Company from applying to any competent court for precautionary or conservatory relief, including precautionary arrest of a Vessel under the Maritime Law, or for a payment order or the recovery of undisputed sums due.
- 31.5** **Authority to arbitrate.** Where the Parties agree to arbitration, each signatory represents and warrants that it holds the authority required to bind its principal to arbitration, including any special authority required under Article 4 of the Federal Arbitration Law (Federal Law No. 6 of 2018).