



MC2-3

Standard Terms and Conditions of Sale

For The Supply of Goods and Services

Issue 4

CIRCULATION

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Issue History

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1. Definitions

"Buyer": The organisation who purchases Goods/Services from the Seller.

"Confidential Information": Information which is disclosed by either Party to either Party pursuant to or in connection with this Contract, whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such.

"Contract": A Contract between the Seller and the Buyer for the sale and purchase of the Goods and/or Services, including any resulting Purchase Order and these standard Terms and Conditions of Sale.

"Force Majeure Event": Where performance of the Contract is delayed or hindered by the occurrence of unforeseeable acts/events, which are beyond the reasonable control of the Seller.

"Goods": The Products to be supplied by the Seller to the Buyer as specified on the Seller's Order Acknowledgement and in accordance with the Contract.

"Intellectual Property Rights": Trademarks, both registered and unregistered, Patents, Designs, both registered and unregistered, Copyright and Trade Secrets.

"Material breach": A 'material breach' is one which causes serious consequences for the other Party, the impact of which is significant, eg: a failure to perform contractual obligations on time, including payment responsibilities.

"Order / Purchase Order": Buyers offer to purchase Goods/Services from the Seller and forms part of the Contract.

"Order Acknowledgement": The Seller's confirmation and formal acceptance of the Buyer's Order to supply the Goods/Services requested.

"Party": A signatory to this Contract, collectively called 'the Parties'.

"Scope/Specification of Work": A section of the Contract or Purchase Order where the work to be performed is described, including (but not limited to) milestones, reports, deliverables, timeline/delivery dates and details of the product/s and/or services to be provided.

"Seller": Aeronautical & General Instruments Limited, doing business as Trident Maritime Systems LLC. Registered no: 00138853

"Services": A piece of work conducted by the Seller that does not involve manufacturing Goods.

2. Application

- 2.1 These Terms and Conditions apply to and form part of the Contract between the Seller and the Buyer and supersede any previously issued Terms and Conditions of Purchase or Supply.
- 2.2 No Terms and Conditions endorsed on, delivered with, or contained in the Buyer's Purchase Order, confirmation of order, specification, or any other document, shall form part of the Contract, except to the extent that the Seller otherwise agrees in writing.

3. Order Placement & Acceptance

- 3.1 The Seller shall provide a quotation to the Buyer upon request, which is subject to the Seller's Terms and Conditions and is valid for the period specified therein, provided that the Seller has not previously withdrawn it.
- 3.2 Should the Buyer wish to purchase Goods/Services from the Seller, the Buyer will send a Purchase Order to the Seller, which must contain the following:
- 3.2.1 a unique Purchase Order number & the Seller's quotation number
 - 3.2.2 a full list of the Goods/Services, part numbers of Goods, delivery date, quantities, unit & total price ordered.
 - 3.2.3 full delivery location address, including postcode, point of contact/Buyer representative details (email & telephone number) & confirmation of Incoterm.
 - 3.2.4 full invoicing address and email address for transmission of the Seller's invoice to the Buyer
- 3.3 The Buyer's Order shall only be deemed to be accepted by the Seller when the Seller has issued an Order Acknowledgement to the Buyer.

4. Price & Payment

- 4.1 All prices quoted are exclusive of UK VAT or other duties and taxes (where applicable).
- 4.2 Payments shall be due and payable within thirty (30) days (unless otherwise stated in the Seller's Order Acknowledgment) of the date of the Seller's sales invoice and time for payment shall be of the essence. No payment shall be deemed to have been received from the Buyer until the Seller has received cleared funds.
- 4.3 In the event of default of payment, the Seller reserves the right to charge an administration fee of one hundred pounds £100 plus interest, at a rate of eight (8)% plus the Bank of England base

rate (or such other rate which may be varied from time to time in accordance with English Law), in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998, on the amount outstanding from the date on which payment becomes overdue, accruing on a daily basis until the date of payment.

- 4.4 The Buyer shall pay all amounts due in full, without any deduction or withholding, except as required by law. The Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller, in order to justify withholding payment of any such amount, in whole or in part.

- 4.5 The Seller shall be entitled to set-off any liability which it has under the Contract, or any monies which it owes to the Buyer under the Contract.

- 4.6 The Seller's price includes delivery on Ex-Works (Incoterms 2020) basis to include packing. Changes to the Incoterm will be quoted accordingly, a Purchase Order is required from the Buyer prior to shipment. Incoterm destination to be confirmed on Seller's Order Acknowledgement.

- 4.7 The Seller reserves the right (by giving written notice to the Buyer at any time prior to delivery) to increase the price of the Goods/Services in order to reflect any increase in the costs to the Seller which arise due to factors beyond the Seller's control, including, but without limitation:

- 4.7.1 any foreign exchange fluctuation, currency regulation, significant increase in the costs of labour, materials or other costs of manufacture
- 4.7.2 any change in delivery dates, quantities or specifications for the Goods/Services requested by the Buyer, or
- 4.7.3 any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

- 4.8 All payments payable to the Seller under this Contract shall become due immediately upon termination of this Contract, irrespective of any other provision.

5. Delivery/Risk

- 5.1 All Seller quotations are based on Ex-Works (Incoterms 2020) as standard. This means that once the Seller has notified that Buyer that their Goods are ready for collection and has placed the Goods at the Buyer's disposal, the Seller has fulfilled its obligations and the risk is immediately transferred to the Buyer. It is the Buyer's responsibility to arrange their own transport and, where applicable, for arranging Customs clearance. The Seller shall not accept additional insurance obligations.
- 5.2 The Buyer must collect the Goods within four (4) weeks from the date of notification that they are ready to collect. If the Buyer has not done so, a minimum storage charge of two hundred and fifty pounds (£250) per day will become payable by the Buyer, until the date of collection.
- 5.3 In relation to international shipments and in addition to clause 5.2, if the Goods are not collected within three (3) months from the date of invoice, the UK VAT amount relating to the Goods will also be payable by the Buyer. Such payment to be made by the Buyer, prior to collection of the Goods.
- 5.4 Any delay in the collection of the Buyer's Goods does not affect the Buyer's obligation to pay for the Goods as set out at clause 4.
- 5.5 Should an alternative Incoterm be contractually agreed with regards international shipments; the Buyer will be responsible for providing the relevant Customs clearance information. If the Buyer does not do so in a timely manner, the Goods will be placed in storage by Customs and ultimately returned to the Seller, at the Seller's expense. Should this occur, all associated costs will be invoiced to the Buyer for immediate payment.

6. Title/Risk

- 6.1 Title (ownership) of the Goods shall not pass to the Buyer until the Seller has received all monies due in cleared funds.
- 6.2 Until Title of the Goods has passed to the Buyer, the Buyer shall:
- 6.2.1 hold the Goods as fiduciary bailee for the Seller.
 - 6.2.2 keep the Goods properly stored and protected.
 - 6.2.3 keep and retain the Goods free from any charge, lien or other encumbrance.
 - 6.2.4 store the Goods separately (at no cost to the Seller) from all other goods of the Buyer and so that the Goods can be identified and cross-referenced to sales invoices.
 - 6.2.5 not destroy, deface, or obscure any identifying mark or packaging on or relating to the Goods, or

6.2.6	keep the Goods insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. Upon request, the Buyer shall produce their Insurance policy to the Seller.	9.1	All illustrations, photographs and descriptions of Goods and/or Services supplied by the Seller, including but not limited to, those provided on the Seller's website, with quotations, catalogues, brochures, price lists, and orders are provided as a general guide only and do not form part of the Contract. The Seller will not accept responsibility for any errors or omission therein or for any loss or damage resulting from reliance upon such illustrations, photographs or descriptions.
7. Warranty		10. Termination	
7.1	The Seller's warranty is a repair or replace 'Return to Factory' Warranty. The Warranty Period for Goods is twelve (12) months from delivery and for Services, twelve (12) months after completion of set-to-work/commissioning activities conducted by the Seller's employees.	10.1	The Seller shall have the right to terminate the Contract at any time by giving notice in writing to the Buyer if:
7.2	Subject to the conditions set out below, the Seller warrants that the products will correspond with their Specification of Work at the time of delivery and will be free from defects in materials and workmanship, in normal conditions of use during the Warranty Period (as per clause 7.1).	10.1.1	The Buyer commits a material breach of the Terms and Conditions under this agreement and, in the case of a breach capable of being remedied, fails to remedy it within thirty (30) calendar days of being given written notice from the Seller to do so.
7.3	During the Warranty Period (as per clause 7.1), the Seller will, at its own option, repair or replace any Goods determined to be defective, by reason of faulty materials or workmanship in the manufacture of the Goods, following inspection/survey by the Seller and subject to clause now, on the basis that the Buyer gives notice in writing to the Seller:	10.1.2	The Buyer commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances.
7.3.1	in the case of a defect that is apparent on normal inspection: within twenty-one (21) working days from the date of the delivery, and returning the goods to the Seller, carriage paid.	10.1.3	the Buyer stops carrying on all or a significant part of its business or indicates in any way that it intends to do so.
7.3.2	in the case of a latent defect within the warranty period: within twenty-one (21) working days of the latent defect having become apparent to the Buyer, and returning the goods to the Seller, carriage paid, or	10.1.4	is unable to pay its debts either within the means of Section 123 of the Insolvency Act 1986 or if the Seller reasonably believes that to be the case.
7.3.3	that some or all of the Goods do not comply with the warranty as set out at clause 7.2	10.1.5	becomes the subject of a Seller voluntary arrangement under the Insolvency Act 1986
7.4	The Seller shall not be liable for the failure of any Goods under the warranty in any of the following circumstances:	10.1.6	becomes subject to a moratorium under Part A1 of the Insolvency Act 1986
7.4.1	if the Buyer makes any further use of such Goods after giving notice to the Seller in accordance with clause 15 that the Goods are defective.	10.1.7	becomes subject to a restructuring plan under Part 26A of the Companies Act 2006
7.4.2	if the Seller determines that the defect has arisen because the Buyer failed to follow the Seller's written instructions with regards the storage of the Goods, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice.	10.1.8	becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006
7.4.3	if the Seller determines that the defect has arisen as a result of the Buyer not following any drawing, design or Specification of Work supplied by the Seller.	10.1.9	has a receiver, manager, administrator, or administrative receiver appointed over all or any part of its undertaking, assets or income.
7.4.4	if the Buyer alters or repairs such Goods without the written consent of the Seller, including if the Goods differ from the Specification to ensure they comply with applicable statutory or regulatory requirements.	10.1.10	has a resolution passed for its winding-up.
7.4.5	if the defect has arisen as a result of usual fair wear and tear, wilful damage, negligence or abnormal storage or working conditions.	10.1.11	has a petition presented to any court for its winding-up or an application is made for an administration order, or any winding-up or administration order is made against it
7.4.6	if the total price has not been paid for the Goods in cleared funds.	10.1.12	is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within fourteen (14) calendar days of that procedure being commenced.
7.5	The Seller will not be liable for consequential costs including, but not limited to, the removal of equipment, re-installation or re-testing.	10.1.13	has a freezing order made against it.
7.6	Where no fault is found following inspection/survey of the Buyer-returned Goods, the Seller shall submit an invoice to the Buyer for the cost of the inspection/survey and the cost of the return of the Goods to the Buyer, if applicable.	10.1.14	is subject to any recovery or attempted recovery of items supplied to it by a Seller retaining title in those items.
8. Export Control & Licensing (International Orders)		10.1.15	is subject to any events or circumstances analogous to those in the clauses above, in any jurisdiction.
8.1	Each Party shall comply with all applicable export regulations.	10.2	Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Seller at any time up to the date of termination.
8.2	Any Order placed by the Buyer is accepted by the Seller subject to the Seller being granted a UK Government Export Licence. Therefore, either a Consignee Undertaking (CU) or an End-User Undertaking (EUU) from the Buyer will be required at the time of Order placement (or as soon as possible thereafter), in order to avoid any delays.	10.3	Should any of the above apply, the Seller shall be entitled to recover all costs it has incurred (including profit), up to and including the date of termination.
8.3	The Seller will not be liable for any delays associated with the Buyer's failure to provide an approved CU or EUU in a timely manner. If Goods are ready for delivery, but cannot be exported, then the provisions of clauses 5.2 and 5.3 shall apply.	11. Limitation of Liability	
9. Description of Goods		11.1	Nothing in these Terms and Conditions excludes or limits the liability of either Party for death or personal injury caused by either Parties negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be restricted by law.
		11.2	Notwithstanding anything to the contrary, under no circumstances shall either Party be liable for any indirect, special, punitive, incidental or consequential loss, or (in all cases whether direct or indirect) any loss of profit, loss of revenue, loss of goodwill, economic loss, business interruption, however arising in connection with this Contract.
		11.3	The Seller's total aggregate liability for any loss, refund or damage howsoever caused, whether arising in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, shall be limited to one hundred percent (100%) of the value of this Contract.
		11.4	This clause shall survive the contract in accordance with the statute of limitations as set out in the Limitation Act 1980.
		12. Confidentiality & Announcements	

- 12.1 Each Party shall keep confidential all Confidential Information of the other Party (and any affiliates) and shall only use the Confidential Information as required to perform the Contract.
- 12.2 The provisions of this clause shall not apply to:
- 12.2.1 any information which was in the public domain at the date of the Contract.
- 12.2.2 any information which comes into the public domain subsequently other than as a consequence of any breach of Contract.
- 12.2.3 any information which is independently developed by the Buyer without using information supplied by the Seller (or by any affiliate of the Seller), or
- 12.2.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 12.3 The Parties shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.
- 12.4 This clause shall survive the Contract in accordance with the statute of limitations as set out in the Limitation Act 1980.
- 13. Intellectual Property**
- 13.1 Each Party shall continue to own the Intellectual Property Rights (IPR) in all documents, Goods and Services owned by that Party prior to the date of the Contract (the "background IP").
- 13.2 The Seller shall own the Intellectual Property Rights in all documents, Goods and Services created by it during the course of the Contract (the "Foreground IP").
- 13.3 The Seller grants the Buyer a royalty-free, non-exclusive, non-assignable licence to use the Seller's Background IPR for the explicit purposes of operating Goods/Services supplied under this Contract and such licence will terminate immediately upon the termination of the Contract.
- 13.4 The Buyer shall not, unless otherwise agreed in writing by the Seller:
- 13.4.1 copy, adapt or reverse engineer the whole or any part of the Goods/Services.
- 13.4.2 assign, transfer, sell, lease, rent, charge or otherwise, deal in the Goods/Services or use the Goods/Services on behalf of any third party, or make available to any third party.
- 13.4.3 remove or alter any copyright or other proprietary notice in the Goods/Services.
- 13.4.4 receive or be entitled to any programming source code or compiled code.
- 14. Infringement of Patents, Trademarks and Copyright**
- 14.1 The Buyer will provide the Seller with immediate written notice during the term of this Contract of any actual or threatened infringement by any person, of any letters, patent registered designs, copyright, trademarks, trade names or other industrial property rights owned or enjoyed by the Seller.
- 14.2 The Seller shall have the sole right to bring any action to remedy the infringement and the Buyer shall co-operate with the Seller and provide all reasonable assistance in connection with any matter relating to the protection of the Seller's Patents/Trademarks/Copyright, at the Seller's expense.
- 15. Force Majeure**
- 15.1 The Seller shall be excused from, and shall not be liable for, failure of performance due to causes beyond the Seller's control and without Seller's fault or negligence, including, but not limited to, acts of God or public enemy, acts of Government in either sovereign or contractual capacity, war, invasion, embargoes, acts of terrorism, fires, floods, epidemics, pandemics, quarantine restrictions, unusually severe weather and delays of common carriers (the "Force Majeure Event").
- 15.2 In order to be excused from performance under clause 14.1, the Seller shall submit, within thirty (30) calendar days from the start of the Force Majeure Event, a written notice stating a complete and detailed description of such event, the date of commencement, an estimate of the probable period of delay and an explanation indicating how such event was beyond the control of the Seller. The Seller shall submit within thirty (30) calendar days of the end of the event, a written notice stating the impact to the schedule.
- 15.3 If a Force Majeure Event persists for a period of ninety (90) calendar days, the Seller shall have the right to terminate this contract and recover all of its costs committed and incurred at the point of termination.
- 16. Notices/Communication**
- 16.1 Any notice given by a Party under this Contract shall be written in English, be signed by, or on behalf of, the Party giving it (save for notices sent by e-mail), be sent to the relevant Party at its registered office, or other such address as may have been specified in writing to the other Party in accordance with this clause.
- 16.2 Notices may be given and are deemed to have been received:
- 16.2.1 by hand: on receipt of a signature at the time of delivery
- 16.2.2 by UK recorded/signed for post: as per the details on the 'track & trace' information, or at 9.00am on the second Business Day after posting.
- 16.2.3 by international tracked & signed: as per the details on the 'track & trace' information.
- 16.2.4 by email: on receipt of a delivery or read receipt email notification from the correct address – provided that confirmation is sent in accordance with 15.2.1, 15.2.2 or 15.2.3.
- 17. Entire Agreement**
- 17.1 This agreement constitutes the only and entire agreement between the Parties with respect to the subject matter and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications; whether oral or written; understandings and agreements between the Parties, with regards to or in connection with any of the matters to which this agreement applies or refers.
- 18. Third Party Rights**
- 18.1 The Parties to this Contract do not intend that any provision of this Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this contract.
- 19. Assignment**
- 19.1 The Buyer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Seller's prior written consent, such consent not to be unreasonably withheld or delayed.
- 20. Waiver**
- 20.1 The Parties agree that no failure by either Party to enforce any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver. A waiver of any right or remedy is only effective if provided in writing to the other Party.
- 21. Severability**
- 21.1 In the event that any provision or part of these Terms and Conditions is determined to be invalid, illegal or unenforceable for whatever reason, such provision or clause shall be deemed 'null and void', but this shall not affect the validity of the remaining provisions. Should this occur, the Parties shall, in so far as it is legally permitted, agree on the replacement of the relevant provision which will achieve the same or a similar purpose.
- 22. Dispute Resolution**
- 22.1 Any dispute arising between the Parties out of, or in connection with the Contract shall be dealt with in accordance with the provisions set out in this clause.
- 22.2 The dispute resolution process may be initiated at any time by either Party serving a notice in writing (as set out at clause 15) on the other Party. The notice shall include sufficient information as to the nature of the dispute.
- 22.3 The Parties shall use all reasonable endeavours to reach a resolution through the following procedure:
- 22.3.1 within twenty-one (21) business days of service of the notice, the Parties shall meet to attempt to reach a resolution.
- 22.3.2 if the dispute has not been resolved within fourteen (14) business days from the date of the first meeting, the matter shall be referred to the senior management teams of each Party, who shall meet within fourteen (14) business days to attempt to reach a resolution.

- 22.4

Until the Parties have completed the steps set out above and have failed to reach a resolution to the dispute, neither Party shall commence formal proceedings.
23.

Governing Law & Jurisdiction
- 23.1

The Contract and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.
- 23.2

The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract, its subject matter or formation (including non-contractual disputes or claims).
24.

Variation
- 24.1

Any variation to this Contract, including, but not limited to, the introduction of any additional Terms and Conditions or Scope, shall only be binding when agreed in writing and signed by both Parties.
25.

Signatures

SIGNED FOR & ON BEHALF OF SELLER:

Signature:
Print name:
Company:
Position:
Date:

SIGNED FOR & ON BEHALF OF BUYER:

Signature:
Print name:
Company:
Position:
Date:

Appendix 1 – Services

For Services, the following clauses shall also apply:

Definitions:

- “Factory Acceptance Test (‘FAT’)”:** A test which occurs after design and manufacture at the Seller’s premises, to verify that the equipment follows design specifications and operates correctly.
- “Set To Work (‘STW’)”:** The activities performed to integrate all subsystems and test running performance to verify project specification requirements and design parameters are met.
- “Harbour Acceptance Test (‘HAT’)”:** A series of testing performed on ship equipment and systems to demonstrate correct installation and fully functional performance whilst the ship is docked, after which the ship is ready for SAT.
- “Sea Acceptance Test (‘SAT’)”:** Area series of test or trials conducted at sea to test the performance and to demonstrate the proper operation and overall safety of the ship under realistic conditions.

A1. Service Visits Risk Assessment

- A1.1 Where Services are required to be undertaken by the Seller at the Buyer’s site, a risk assessment will be conducted by the Seller; either prior to travel or following arrival on site, mandated in accordance with the Seller’s health & safety procedures and in accordance with good practice as set out by the UK Health & Safety Executive. Should the risk assessment determine that the health and safety of the Seller’s employees is at risk, the Seller shall not to attend the Buyer’s site or proceed further with the required tasks.
- A1.2 The following considerations will be factors within the risk assessment as a minimum:
- A1.2.1 where travel is advised against by the official UK Government Foreign & Commonwealth Office
- A1.2.2 are adequate health and safety standards in place on the Buyer’s site.
- A1.2.3 where the country or task is considered by the Seller’s insurer to be an unacceptable risk such that insurance cover is denied.
- A1.3 It is a legal requirement that the Buyer’s site is safe for work and as such, the Seller will not be liable for any third party or consequential costs/losses which may arise should the Seller not attend site due to an adverse risk assessment. Should the Seller suffer losses (for example but not limited to; travel and accommodation costs), the Buyer will reimburse the Seller such expenses. Delays to the work schedule will be discussed between the Parties and if necessary, new deadlines/timescales will be agreed and appended to the Contract.
- A1.4 Once the Buyer confirms that their worksite is safe, the Seller will re-attend to conduct a further risk assessment before confirming commencement of work.
- A1.5 Any non-attendance by the Seller will not relieve the Buyer of their contractual obligation to make payments due, with the exception of payment for Services, which will be payable upon the completion of those Services.

A2. Witnessed Factory Acceptance Test (FAT) or other Service carried out at Seller’s Premises

- A2.1 Any FAT (or other Service) dates provided to the Buyer are considered provisional until confirmed by the Seller. The confirmed date will be provided to the Buyer in writing by the Seller no later than four (4) weeks prior to the scheduled date, after which changes to the scheduled date can only be made by mutual agreement between the Parties.
- A2.2 In the event that the Buyer is unable or unwilling to attend on the scheduled confirmed FAT date, the Seller reserves the right to conclude the testing and to discharge its obligations in accordance with the Contract.
- A2.3 In the event that the Buyer cancels a FAT (or any other Service) date previously and contractually agreed to take place, to which a payment is attached, a payment of 50% of the total invoice value

A2.4

A3

A3.1

A3.2

A3.2.1

before travel; a minimum cancellation charge of 50% of the total invoice price, plus any travel and/or accommodation costs previously incurred, which shall be invoiced in full.

A3.2.2

After travel commences; the task will be considered complete and invoiced in full.

A3.2.3

In the event that the provisions of clause A3.2.1 and A3.2.3 become effective, revised STW, HAT, SAT (or any other Service) dates shall be mutually agreed between the Parties. Such revised event(s) to be quoted separately.

A3.3

If for reasons outside of the Sellers control, the Service is delayed or cannot be completed within the attendance period stated in the quotation, the task will be considered complete and invoiced in full. A quotation for completion of the Service will need to be requested by the Buyer.

A3.4

The Sellers attendance is based on the provision of an accurate assessment of the systems installation status (readiness for work to be conducted on board). If on arrival the assessment status is found to be inaccurate, the Seller may elect to withdraw the Services, or impose waiting charges, at its discretion that shall be absolute. Charges will become payable in line with those applicable for cancellation in A3.2.

A4.

A4.1

Warranty for Services

The Warranty Period for labour-only related Services (other than Services comprising works going solely into the manufacture and design of the Articles) shall commence on the date of completion of the Services and subsist for a period of twelve (12) months.

A4.2

If any Service performed is evidenced during the Warranty Period (as per clause A4.1) to be deficient and this is accepted by the Seller, the Seller shall, at the written notification of the Buyer, re-perform the Service, within a turn-around-time of not more than twenty one (21) Business Days, provided that, where the Buyer has already issued a certification of completion in respect of any Services, the foregoing shall only apply to those deficiencies in the Services which the Buyer cannot be reasonably expected to discover at the time it issues the certificate.

A4.3

For the purpose of this clause, turn-around-time is the period commencing from the said notification and expiring upon the commencement of the re-performed Service. The re-performed Service shall be guaranteed under this clause for the balance of the guarantee period which shall commence from the date of completion of the re-performed Service or one month from the date of such completion, whichever is later.

shall become payable (per cancellation) by the Buyer and a revised FAT (or any other Service) date shall be mutually agreed between the Parties. Such revised event to be quoted separately. Should the Buyer wish to witness the FAT remotely via electronic video link from another country, this must be confirmed at the outset for inclusion in the Contract. The Buyer is reminded that a UK Government Export Licence will be required for this purpose so that all participants, including any third parties, must be listed on the relevant CU or EU to satisfy UK Export Control requirements.

Set To Work (STW), Harbour Acceptance Test (HAT) & Sea Acceptance Test (SAT), Training or other Service carried out at Buyers premises

STW, HAT, SAT (or any other Service) dates provided to the Buyer are considered provisional until confirmed by the Seller. The confirmed date will be provided to the Buyer in writing by the Seller no later than four (4) weeks prior to the scheduled date, after which changes to the scheduled date can only be made by mutual agreement between the Parties.

In the event that the Buyer cancels a date previously and contractually agreed to take place, to which a payment is attached: