

TERMS AND CONDITIONS OF SERVICE

All contracts for the service, repair or maintenance of equipment (hereinafter called the "Service") by Marine Consultants (Trinidad) Ltd. (hereinafter called "MCL") are made on the basis of the following terms and conditions. Any variation of these terms and conditions is inapplicable unless accepted in writing **by both parties**. The Customer means the person who requests the Service of equipment by MCL.

1. Prior to the commencement of any Service an MCL Quotation and/or a Customer's Purchase Order must be signed by the Customer, which documents must clearly describe the scope of works that the Customer and MCL have agreed upon. Any variation or addition to the said quotation or purchase order must be accepted in writing by MCL.
2. All quotations are valid for thirty (30) days from the date of the quotation.
3. Property belonging to a Customer, which is being transported by MCL, or serviced or stored on MCL's premises is transported, serviced and / or stored at the Customer's risk and the Customer agrees that MCL will not be subject to any claims for any loss or damage whatsoever to the said property howsoever caused unless caused by MCL's gross negligence and willful misconduct.
4. The Customer shall pay to MCL the respective Labour Rates, Materials/Spare Parts costs, Traveling/Transport cost and Waiting Time in accordance with the schedule of rates and prices applicable for the respective Service. These schedules are available upon request from MCL.
5. Where the schedules of rates and prices include a Minimum Charge this will be charged if the Customer requests MCL to solely undertake an assessment of the customer's equipment, or if the Customer cancels a scheduled Service without giving MCL prior notice of cancellation. Notice of cancellation requires the Customer to inform MCL no less than six (6) hours prior to the advised commencement of the Service. Messages left on the MCL after-hour voice mail (on weekdays between 4:30 pm and 8:30 am, weekends and public holidays, 632-8945 for Life Raft Service and 627-3675 for all other Services) will be accepted as a cancellation notice effective on the next working day.
6. The Customer shall inspect the Service immediately upon completion and shall sign the respective Service Sheet indicating thereon if the Service does not comply with any of the Contract. If the Customer fails to do this he is deemed to have accepted the Service and no claims will be entertained.
7. Whilst every reasonable effort shall be made to keep any Service date, MCL will not be liable for any losses, costs, damages or expenses incurred by the Customer or any other person or Company arising directly or indirectly out of any failure to meet any estimated Service date.
8. In the event that MCL is prevented from carrying out its obligations under a contract for service as a result of any cause beyond its control such as but not limited to Acts of God, War, Strikes, Lock-outs, Flood and Failure of third parties to deliver Goods, MCL shall be relieved of its obligations and liabilities under such contract for service for as long as such fulfillment is prevented.
9. Service represented by the Customer to be defective will not form the subject of any claim for work done by the Customer or for any loss, damage or expense whatsoever arising directly or indirectly from such defects.
10. Until MCL has been paid in full for the Service, all materials and/or spare parts used in the Service remain the property of MCL although the risk in such materials and/or spare parts passes to the Customer at the point at which the Service begins. Until such time as payment is

made in full to MCL, MCL reserves the right of disposal and shall be entitled to all rights of access to the Customer's premises to enforce its rights hereunder.

11. MCL retains the right to hold the Customer's property until payment is made in full. The Customer will be liable for a daily rent in accordance with the schedules (available on request from MCL) for every day that the Customer's property remains on MCL premises after the due date for payment has passed. In the event that the property remains on MCL's premises for a period of 60 days after completion of the Service without payment being made in full, MCL reserves the right to sell the Property to recover any monies due and owing. This right is in addition to and does not exclude any other remedies available to MCL. Where the money recovered upon sale of the Property exceeds that which is owed to MCL, MCL will reimburse the Customer the difference excluding any fees payable to MCL for recovering monies owed.
12. Interest on overdue invoices shall accrue from the date when payment becomes due at two per cent (2%) per month or part thereof until the date of payment.
13. If you have a complaint about our service or any Goods or Services you purchase from MCL then please contact us immediately. You will be contacted as soon as possible and definitely within twenty-four (24) hours of our hearing from you and we aim to provide a resolution within five (5) working days. All complaints will be dealt with in a fair and confidential manner.

PAYMENT TERMS AND CONDITIONS

CREDIT CUSTOMERS

- Service Charges: Within 30 days of receipt of the invoice
- Spare parts: 50% down payment, balance within 30 days of receipt of the invoice

NON-CREDIT CUSTOMERS

- Service Charges: Immediately upon completion of the Service OR cash in advance at the discretion of MCL.
- Spare Parts: 75% down payment, balance due upon completion of the Service OR prior to installation at the discretion of MCL.