

## TERMS AND CONDITIONS OF SALE

All contracts for the supply of Goods by Marine Consultants (Trinidad) Ltd. (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 Buyer means the person who buys or agrees to buy Goods from MCL.

1. The Buyer shall inspect the Goods immediately upon delivery and shall notify MCL immediately in the case of Charts and Publications, or in writing within twenty-four (24) hours of delivery for all other Goods, if the Goods are damaged (where such damage or defect is apparent on visual inspection) or if the Goods do not comply with any of the Contract. If the Buyer fails to do this he is deemed to have accepted the Goods and no claims will be entertained. We take care to meet your requirements as specified. In the unlikely event that we supply you with goods that either differ from your order or are defective please notify us as set out in this Clause and we will gladly arrange a replacement or a cash refund.
2. Where it is agreed that the Goods are to be replaced under Clause 1, the Buyer will be liable for the cost of remedying any damage to the Goods returned where such damage has, in MCL's opinion, been caused by the Goods being inadequately repackaged by the Buyer or through the Buyer's fault.
3. Subject to Clause 1 MCL will not issue cash refunds and all requests for exchanges or credits must be made within five (5) working days of delivery of Goods. Such returns must be in the same condition as originally delivered and must be supported by the relative invoices or delivery notes against which the Goods were originally supplied. In addition, any Goods returned for exchange or credit will be exchanged or credited at the price originally billed less a 20% restocking charge. We will not accept Charts or Publications or any Goods that appear to be tampered with, used or opened.
4. Where any product has been manufactured or assembled by MCL in accordance with the Buyer's specifications and the product falls within the tolerances stated on MCL's quotation which quotation has been agreed upon as evidenced by the customer's signature of approval, such Goods will not be accepted for exchange or credit.
5. Until MCL has been paid in full for the Goods, such Goods remain the property of MCL although the risk in such Goods passes to the Buyer at the point at which delivery 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 Buyer's premises to enforce its rights hereunder.
6. 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.
7. All quotations are valid for ninety (90) days from the date of the quotation.
8. Whilst every reasonable effort shall be made to keep any delivery date, MCL will not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date.
9. In the event that MCL is prevented from carrying out its obligations under a contract for sale 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 sale for as long as such fulfillment is prevented.
10. Goods represented by the Buyer to be defective will not form the subject of any claim for work done by the Buyer or for any loss, damage or expense whatsoever arising directly or indirectly from such defects but such Goods, if returned to MCL and accepted by MCL as defective, will at the request of the Buyer and if practicable be replaced as originally ordered.
11. 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.