

Maritec – General Terms and Conditions

1. GENERAL

- 1.1 Maritec is herein referred to as the Seller.
- 1.2 Manufacturer or Supplier herein referred to is a supplier to Maritec.
- 1.3 Factory or warehouse herein referred to is the location where the purchased Product is produced and / or shipped from.
- 1.4 Buyer herein referred to includes the Buyers personnel, appointed consultants or agents.
- 1.5 Documentation herein referred to includes but is not limited to the Seller's quotations, invoices, etc. as well as the Buyer's order.
- 1.6 Product herein referred to is the product or goods the Seller offers and sells to the Buyer.

2. TERMS OF PAYMENT

- 2.1 The Buyer shall make payment as 100% advance payment, at least 10 (ten) working days prior to dispatch from the factory or warehouse, if not otherwise agreed by both Seller and Buyer and put in writing in the Documentation.
- 2.2 Payment to be made via Telegraphic bank transfer (Wired/SWIFT) into the Seller's account.
- 2.3 Buyer to pay all bank transfer costs.
- 2.4 The Seller will send the Buyer a Proforma or Tax Invoice as applicable, including bank details in electronic format (PDF) via email, at least ten (10) working days prior to the target dispatch date.

3. TERMS OF DELIVERY

- 3.1 Dispatch is generally within 30 working days from receipt and acceptance of order, after receipt of full payment, subject to clause 2.1 above.
- 3.2 Incoterms 2010, EXW, CIP or CPT are applicable in general, if not otherwise agreed and stated in respective Documentation (Quotation/Proforma Invoice/Invoice).

4. PRICING

- 4.1 All applicable pricing is reflected in the Sellers Documentation, which also includes the respective payment currency.
- 4.2 If a Supplier increase their prices in any form after the Seller accepted the Buyer's order and / or received the subsequent payment, the increased price amount will be passed on to the Buyer.

5. QUALITY OF THE PRODUCT (QUALITY ASSURANCE)

- 5.1 The quality and performance of the Product is in conformance with the official documentation provided by the Manufacturer.

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5.2 The applicable documentation will be provided by the Manufacturer on delivery of the Product or can be obtained from Maritec on request.

5.3 Test and measurement equipment, where applicable is issued with a factory Performance Verification or Calibration Certificate.

5.4 Re-calibration or re-verification is subject to the care exercised in the handling and use of the Product and the frequency of use and should be performed after a period that has been chosen by the user to ensure that, under normal circumstances, the Product performance accuracy remains within the desired limits. This period is also dependent on the user's quality policy, Manufacturer's documentation or Classification Societies' requirements.

5.5 Quotation can be obtained for performance verification / calibration. All costs, including shipping, insurance, local taxes, etc. to and from the respective locations is for the Buyer's account, prepaid.

6. WARRANTY

6.1 Conditional Warranty

Warranty is in accordance with the respective Manufacturer's documentation, provided with the purchase of the Product. If not provided with the purchase, the Warranty Agreement can be requested from Maritec.

6.2 The following are not covered:

Damage resulting from a collision with any object, Acts of God, water, sand, dirt, exposure to weather conditions, battery leakage, theft, misuse, abuse, improper use of electrical source and or battery chargers, appearance items, antennas, jacks, sockets, switches and cables do not form part of the conditional warranty. This warranty does not include the cost to remove or acquire the product or accessory in any form.

6.3 Software:

Where software discrepancies are identified and or operational bugs are found. These should immediately be brought to the attention of Seller. The warranty is limited to the rectification of the discrepancy or bug by software upgrade, and should not exceed the original operational and technical specification as defined in the Manufacturers documentation.

6.4 Void:

The warranty shall be void if there is evidence of mis-use, abuse, alteration, incorrect installation, attempts to reverse engineer, or unauthorized repairs. The Seller and Manufacturer assumes no liability for any consequential or 3rd party damage caused by the installation, use, or mis-use of this Product to any persons, entities or other components.

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6.5 Return Materials Authorization:

A return materials authorization (RMA) Number is required for all returns to the Manufacturer or its appointed agent. All Product returned to the factory must be shipped prepaid. Mark all packages and documents referencing the RMA number.

6.6 Post Warranty Guidelines:

A return to Manufacturer flat rate repair service will be provided after the warranty period. The Buyer must make the necessary arrangements with the Seller or Manufacturer. All carriage and insurance cost will be for the Buyer's account.

7. CANCELLATION OF ORDER

7.1 In the event that an order is canceled, the Buyer will be responsible for all costs incurred as a result of the cancellation. These costs include, but are limited to bank costs, rate of exchange variances, handling fees / costs, etc.

7.2 In the event that the Buyer's action reflects negatively or harms Maritec's reputation in any way, Maritec has the right to cancel the Buyer's order.

8. DISCLAIMER OF LIABILITY

8.1 Manufacturer's documents are for informational use only, and may be changed without notice. These documents should not be construed as a commitment of the Supplier or Maritec. Under no circumstances does the Supplier or Maritec assume any responsibility or liability for any errors or inaccuracies that may appear in these documents or for the incorrect use of this information.

8.2 Unless expressly stated in these documents, no condition, warranty or representation by the respective Supplier or Maritec is given and shall not be implied in relation to these documents, including any data, hardware or software descriptions, program listings or application informati or other information included in these documents.

8.3 In no event will the Supplier, Maritec or any person or entity involved in creating, producing, distributing or contributing to these documents be liable for any damages, including, without limitation, any direct, indirect, incidental, special, consequential or exemplary or punitive damages or any claim for economic loss or loss of profit arising out of the information or the use or the inability to use this information.

8.4 Should a Supplier not be able to deliver in the normally accepted period, or should the Product be faulty or damaged, the Supplier or Maritec will not be liable for any damages, including, without limitation, any direct, indirect, incidental, special, consequential or exemplary or punitive damages or any claim for economic loss or loss of profit incurred by the Buyer.

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9. DISPUTES

9.1 All disputes in connection with these terms and conditions or the execution thereof shall be settled through friendly negotiations.

9.2 Should the Buyer find and can verify that the Product does not perform in accordance with the respective operational and technical manual, the Buyer can upon consultation, return it within 30 days of purchase, in original working condition to the Seller, for up to an 80% (eighty percent) refund of the Product value as indicted on the purchase proforma or tax invoice, excluding transport costs. The refund is only applicable for first time buyers of 1 (one) unit. Foreign exchange rates, as determined by the Seller's bank will be applicable at the time of the refund.

9.3 Any dispute that can not be resolved through friendly negotiation shall be governed by and construed in accordance with the laws of South Africa.