

## TERMS AND CONDITIONS

### 1. Definitions

“Website” means the Website in which these Conditions are set out.

“Customer” shall also be known as Purchaser.

“Equipment” shall also be known as goods or supplies.

“Company” means Globe Marine Limited.

“Conditions” means these terms and conditions.

“Contract” means any contract between the Company and the Purchaser for the supply of equipment.

“Purchaser” means the authorised Purchaser of the equipment.

“Equipment” means any equipment supplied or to be supplied by the Company to the Purchaser.

“Services” means any services supplied or to be supplied by the Company to the Purchaser.

“Supplies” means any equipment or services supplied or to be supplied by the Company to the authorised Purchaser.

“In writing” includes all forms of written or electronic communication.

### 2. Conditions

All orders are accepted by the Company subject to and in accordance with these Conditions. These Conditions override and exclude any terms or conditions in or referred to in any negotiations or course of dealing between the Company and the Purchaser or set out in the Purchaser’s standard terms and conditions. If there is any conflict between

- . the other provisions of this Website and these Conditions, or
- . the provisions of the order and these Conditions

these Conditions will prevail unless the Company agrees otherwise in writing, or electronically. Together with any terms accepted by the Company in connection with an order, these Conditions represent the entire agreement between the Company and the Purchaser in relation to the equipment ordered. No variation to these Conditions is permitted unless expressly authorised in writing by a Director of the Company.

### 3. Prices

Prices for Equipment are in £ sterling and are exclusive of VAT. Any equipment supplied to a UK address will be subject to VAT, which will be added at the time of despatch, notwithstanding that equipment supplied may subsequently be exported. Where the Company ships equipment on behalf of a Purchaser to another EC member state, VAT will not be charged provided that the Purchaser provides a valid EC VAT registration number on ordering. The supply of equipment to a non EC member state will be zero rated for VAT purposes in accordance with Customs & Excise Notice 703.

The Company reserves the right to change its prices without notice at any time. Prices charged will be those prevailing when an order is accepted.

2

#### 4. Payment

The Company reserves the right to charge for copy invoices or credit notes at the rate of £2.00 per copy where the original has been lost or misplaced by the Purchaser. If legal action is taken to recover monies due to the Company then the Company reserves the right to charge the Purchaser an administrative fee of £100.00 plus VAT (if applicable) to cover all and any administrative costs incurred. This administrative charge shall become payable immediately that legal action is commenced, whether demanded or not and may be claimed within the legal action.

#### 5. Orders

The Company reserves the right to decline to trade with any company or person. To avoid duplication of orders, written confirmation of telephone orders must be clearly marked "Confirmation Only". The Company will not accept liability for orders not so marked and duplicate orders will be charged accordingly.

Once accepted, no order may be cancelled without the prior written agreement of an authorised employee of the Company.

All Purchasers ordering equipment by telephone and paying by credit card will be charged a handling charge, regardless of the mode of ordering or the value of their order.

#### 6. Delivery

All prices quoted exclude delivery unless specified otherwise, delivery will be made to the address specified by the Purchaser at the Purchaser's cost, charges referred to in Condition 5, a delivery charge will therefore be added to the Order at the time of despatch. The Purchaser is responsible for obtaining all licenses and for all duties, imports, levies and outlays levied by any relevant authority in respect of the equipment and will indemnify the Company against any fines, duties, penalties imposts, levies and expenses imposed on or incurred by the Company in connection with the Order of the equipment.

The Company may use any method of delivery available to it.

The Company will use reasonable endeavours to meet delivery and/or performance estimates, but, except as set out in 7 below, in no circumstances shall it be liable to compensate the Purchaser for non-delivery, non-performance or late delivery or performance. Time for delivery and/or performance will not be of the essence.

#### 7. Inspection, defects and non delivery

The Purchaser must inspect the equipment as soon as is reasonable practicable after delivery or, in the case of Services, performance and, except as set out in 14 below, the Company shall not be liable for any defect in the equipment unless written notice is given to the Company within 7 days of such date. The Company does not write

software comprised in the equipment and it is the Purchaser's responsibility to check for the presence of computer viruses before the equipment is used.

The quantity of any consignment of equipment, as recorded by the Company upon despatch from the Company's place of business, shall be conclusive evidence of the quantity received by the Purchaser on delivery, unless the Purchaser can provide conclusive evidence to the

3

contrary. The Company will not be liable for any non-delivery of equipment unless written notice is given to the Company within 6 days of the date when Equipment should have been delivered. Any liability of the Company for non-delivery or for equipment notified as defective on delivery or notified as defective following performance in accordance with this Condition 7 will be limited to replacing the equipment within a reasonable time or to refunding the price then paid in respect of such equipment.

#### 8. Returns

Except as detailed in Condition 9 below, no order can be cancelled or accepted for credit without the prior written agreement of the Company. If cancellation/credit is accepted by the Company, the Purchaser must obtain a returns authorisation reference from the Company before any equipment may be returned. The Customer will normally arrange the return of the goods. Goods to be returned must be received by the Company within 7 days of their delivery by the Company, in either case, and must be undamaged, in saleable condition and in their original packaging. They should be returned to the Company quoting the original document reference and order number and the Purchaser should provide proof of delivery.

Goods remain at the risk of the Purchaser until returned to the Company. All equipment accepted for return, except in accordance with Condition 9, will be subject to a re-stocking fee of 30% of the invoice value of the equipment plus VAT.

Certain equipment is excluded from this right of return, including software, manuals which have been opened and specially constructed items. Equipment returned after 6 days as "unwanted" or "incorrectly ordered" will not be accepted for return by the Company, but a credit may be offered at the Company's discretion.

#### 9. Distance selling regulations

If the Purchaser is buying as a "consumer", as defined in the European Communities (Protection of Consumers in respect of Contracts made by means of Distance Communications) Regulations 2001, the Purchaser may, provided that they have taken reasonable care of the equipment and return the equipment complete, undamaged, in re-saleable condition and in the original packaging, return the equipment and be repaid the price paid in respect of them within 7 working days (excluding Saturday and Sunday and any Irish Bank Holiday) of their delivery. To return equipment on this basis, the Purchaser must notify the Company in writing and return the equipment within the 7 day period to the Company quoting the reference number and order number. Equipment should be returned first class with proof of posting and the Purchaser is responsible for payment of all postage costs. Following receipt of Goods which comply with this Condition 9, the Company will at their

discretion refund to the Purchaser the price paid in respect of the equipment. Providing no damage whatsoever has been caused to the product or packaging.

#### 10. Description

All specifications, drawings, illustrations, descriptions and particulars of weights, dimensions or capacity and other details including, without limitation, statements regarding compliance

4

with legislation or regulation (together "Descriptions") wherever they appear (including, without limitation, on this Website, on despatch notes, invoices or packaging) are intended to give a general idea of the supplies, but will not form part of the Contract. If the Descriptions of any equipment differ from the manufacturer's description, the latter shall be deemed to be correct. The Company takes all reasonable steps to ensure the accuracy of descriptions, but relies on such information, if any, as may have been provided to it by its suppliers and accepts no liability in contract or tort or under statute, regulation or otherwise for any error in or omission from such Descriptions whether caused by the company's negligence or otherwise. The Company may make changes to the Supplies as part of an improvement or to comply with legislation.

#### 11. Risk and ownership

The risk of damage to or loss of equipment will pass to the Purchaser when the equipment is unloaded from the Company's carriers at the Purchaser's premises. Ownership of the equipment shall not pass to the Purchaser until the Company has received in full (in cash or cleared funds) all sums due in respect of the equipment. Until ownership passes to the Purchaser, the Purchaser must hold the equipment on a fiduciary basis as the Company's bailee. If payment is not received or honoured by the due date, or the Purchaser passes a resolution for winding up or a court shall make an order to that effect, or a receiver is appointed over any assets or the undertaking of the Purchaser or an execution of distress is levied against the Purchaser, the Company shall be entitled, without previous notice, to retrieve possession of the equipment and for that purpose to enter upon any premises occupied or owned by the Purchaser.

#### 12. Performance and fitness for purpose

Unless any performance figures, tolerances or characteristics have been specifically and expressly warranted by a director of the Company in writing, the company accepts no liability for any failure of the Supplies to comply with such criteria, whether attributable to the Company's negligence or otherwise. The responsibility for ensuring that Supplies are sufficient and suitable for a particular purpose is the Purchaser's, unless specifically stated in writing by an authorised member of the Company. Any advice or recommendation given by an employee of the Company which is not confirmed in writing by a Director of the Company is acted on entirely at the Purchaser's risk and the Company shall not be liable for any such advice or

recommendation which is not so confirmed. Except as set out in Condition 14, the liability of the Company to the Purchaser, should any warranty, statement, advice or recommendation confirmed in accordance with this Condition 12 prove to be incorrect, inaccurate or misleading, will be limited to the refund of the price paid for the equipment or, at the Company's discretion the supply of replacement equipment which is sufficient and suitable.

### 13. Warranty/Guarantee

The Company will endeavour to transfer to the Purchaser the benefit of any warranty or guarantee given by the manufacturer of the equipment.

## 5

Not all goods are supplied with a manufacturer's or Company guarantee and guarantees which may be provided by Manufacturers will vary. It is the Purchaser's responsibility to check at the time of purchase as to the warranty or the Company's guarantee and/or the terms of any Manufacturer's guarantee. Where the Company's guarantee is provided, the Company will, free or charge, repair or, at the Company's option, replace equipment which is proved to the reasonable satisfaction of the Company to be damaged or defective due to faulty materials, workmanship or design. This obligation will not apply:-

- . if the defect arises because the Purchaser has changed or repaired such equipment without the written consent of the Company.
- . because the Purchaser did not follow the Manufacturer's instructions for storage, usage, installation, use or maintenance of the equipment.
- . if the Purchaser has failed to notify the Company of any defect in accordance with Condition 7 where the defect should have been reasonably apparent on reasonable inspection, or
- . if the Purchaser fails to notify the Company of the defect within 12 months (or such other period as the Company shall specify at the time of acceptance of the order for the Supplies) of the date of despatch of the equipment.

Any replacement Supplies made or equipment repaired under this Condition 13 will be guaranteed on these terms for any unexpired portion of the period of guarantee given o the original Supplies. Any equipment which has been replaced will belong to the Company.

The Purchaser grants to the Company and its employees, agents and representatives a right to enter onto its premises to effect any repair or replacement under this Condition 13. The Purchaser shall ensure that the Company's employees agents and representatives are provided with a safe and secure working environment while at its premises and the Purchaser shall be responsible for isolating any equipment requiring repair or replacement and for making back-up copies of any information on such equipment before the Company's attendance.

Except as set out in 14 below and 7 above, this Condition is the Company's sole obligation and the Purchaser's sole remedy for defective Supplies and is accepted by

the Purchaser in substitution for all express or implied representations, conditions or warranties, statutory or otherwise, as to the satisfactory quality, fitness for purpose or performance of the equipment conditions and warranties are excluded.

#### 14. Liability

The Company does not exclude its liability to the Purchaser:-

- . for breach of the Company's obligation under sections 12, 13, 13 or 14 of the Sale of Goods Act 1893 as amended by the Sale of Goods and Supply of Services Act 1980 (the "Act") otherwise than as permitted by Section 55 of the Act or any statutory rights of a Purchaser who deals as a "consumer" within the Meaning of the Act.
- . for personal injury or death arising as a result of the Company's negligence.

6

- . under Section 10 of the Liability for Defective Products Act 1991.
- . for any matter which in respect of which it would be illegal for the Company to exclude or to attempt to exclude its liability, or
- . for fraud, including fraudulent misrepresentation.

Except as provided in Conditions 7 (inspection, defects on delivery and non delivery), 12 (performance and fitness for purpose) and 13 (Warranty and Guarantee) and this Condition 14 above, the Company will be under no liability to the Purchaser whatsoever (whether in contract, tort, (including negligence) breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct or indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of use, loss of data, computer downtime, depletion of goodwill, business interruption, increased purchasing or manufacturing costs, loss of opportunity, loss of contracts and like loss) howsoever caused or arising out of or in connection with:-

- . any of the Supplies, or the manufacture, sale, performance or supply or failure or delay in performance or supply of the Supplies by the Company or on part of the Company's employees, agents or sub-contractors.
- . any breach by the Company of any of the express or implied terms of the Contract.
- . any use made or resale or on-supply of any of the Supplies or any product incorporating any of the equipment or developed using the Supplies.
- . any acts or omissions of the Company at the Purchaser's premises.
- . any statement made or not made or advice given or not given by or on behalf of the company, or
- . otherwise under the Contract.

And the Company hereby excludes to the maximum extent permissible at law all conditions, warranties and stipulations, express (other than those set out in these Conditions or given in accordance with Condition 12) or implied, statutory, customary

or otherwise which but for such exclusion, would or may subsist in favour of the Purchaser.

The Company's total liability in contract, tort, (including negligence), breach of statutory duty, misrepresentation or otherwise shall be limited to repairing or replacing equipment or, at the Company's option, refunding monies already paid in respect of the equipment.

Each of the Company's employees, or directors may rely on and enforce the exclusions and restrictions of liability in Conditions 7, 10, 12, 13 and 14 in that person's own name and for that person's own benefit.

#### 15. Intellectual property rights

The equipment Website may be subject to the intellectual and industrial property rights including patents, knowhow, trademarks, copyright, design rights, utility rights, database rights and or other rights of third parties.

7

No right or licence is granted to the Purchaser except the right to use the equipment or re-sell the equipment in the Customer's ordinary course of business. The Company shall have no liability whatsoever in the event of any claim of infringement of any such rights howsoever arising.

The Company owns full copyright in respect of this Website.

#### 16. Use of Personal Data

"Personal Data" means, in relation to any Purchaser or any representative of a Purchaser who is (in either case) a living individual, any data from which (whether alone or in combination with other information held by the Company) the Company can identify that Purchaser or that representative, regardless of how and when that data is provided. The Company may process Personal Data for all purposes contemplate in these Conditions or arising in the context of the relationship between the Company and the Purchaser including:-

- i. Deciding whether to enter into any contact or arrangement with that Purchaser. This may include credit reference searches, against a Purchaser or Its representatives.
- ii. Direct Marketing of the Company's products and services which the Company believes may be of interest to the Purchaser or its representatives, By any means.
- iii. Crime prevention or detection.

The processing of the Personal Data may involve the disclosure of that Personal Data to the Company's agents, advisers and representatives.

The Company will only transfer Personal Data with prior consent of the Purchaser

If, at any time, the Purchaser or its representatives does not wish their Personal Data to be used for any or all of the above purposes, they should inform representatives of the Company by phone or via the Website.

Purchasers, or representatives of a Purchaser who are living individuals have the right under the Data Protection Acts 1988 and 2003 to request a copy of any Personal Data relating to them. Such purchasers have the right to have any inaccuracies in such data corrected.

#### 17. Promotions

In the event that the Company sends promotional material to the Purchaser in relation to equipment available from the Company, these Conditions shall apply to all Supplies purchased from such material.

#### 18. Country of Origin

Unless otherwise confirmed by the Company in writing, nothing in this Website is to be taken as representation of the source or origin, manufacturer or production of the equipment or any part of them.

8

#### 19. Trade Counter

A Purchaser wishing to collect equipment from the trade counter must do so within 3 working days of arranging the collection. If equipment is not so collected within the said period, the Company will charge the Purchaser a re-stocking fee of 30% of the value of the equipment ordered. Proof of identity will be required when collecting equipment from the trade counter.

#### 20. Export

The Purchaser is responsible at its own expense for obtaining any licence and complying with any export regulations in force within Ireland and in the country for which the equipment is destined.

#### 21. Age requirements for certain Goods

Where the law requires a minimum age for the purchase of certain equipment, the Purchaser confirms that they are over the required age and that delivery of equipment will be accepted by a person over the relevant age limit.

#### 22. Force Majeure

The Company shall not be liable to the Purchaser in any manner or be deemed to be in breach of these Conditions because of any delay in performing or any failure to perform any of the Company's obligations under this Contract if the delay or failure

was due to any cause beyond the Company's reasonable control (which shall include, but not be limited to government actions, war, fire, terrorism, explosion, flood, import or export regulations or embargoes, labour disputes or inability to obtain or a delay in obtaining supplies of equipment. The Company may, at its option, delay the performance of, or cancel the whole or any part of the Contract.

#### 23. Recording of telephone calls

The Company reserves the right to monitor, intercept or record telephone calls and may monitor or intercept all email or other electronic communications made to its premises for training, security and quality purposes. The Purchaser consents to such monitoring, interception or recording and confirms that they have the authority to consent to such matters on behalf of their employees, agents or representatives.

#### 24. Legal construction

All contracts shall be governed by and interpreted in accordance with English Law and the Purchaser submits to the jurisdiction of the English Courts, but the Company may enforce such contract in any court of competent jurisdiction.

#### 25. General

Any provision of these Conditions of Supply which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of these Conditions of Supply and the remainder of such provision shall not be affected. Failure by the Company to enforce or partially enforce any provision of these Conditions of Supply will not be constrained as a waiver of any rights under these Conditions of Supply.