



Bluhull Marine Agency Limited

## Terms and Conditions for Products and Services

Office Address: Bluhull Group, Orange Grove, Birbal Street – Balzan BZN9013 – Malta

Telephone Number 00356 21 445807 - [www.bluhullgroup.com](http://www.bluhullgroup.com)

### 1. DEFINITIONS

“Product/s” means any goods provided by Bluhull Marine Agency Ltd., to the Client.

“Service/s” means any services provided by Bluhull Marine Agency Ltd., to the Client.

“Bluhull Marine Agency Ltd.,” means Bluhull Marine Agency Ltd., a company incorporated in Malta with Company Registration no. C 62393 and having its registered address at Orange Grove, Birbal Street, Balzan BZN9013, Malta.

“Client” means the person or any other entity placing an order with Bluhull Marine Agency Ltd. or any person or entity at whose request or on whose behalf Bluhull Marine Agency Ltd. undertakes any business and provides a service and agents and/or representatives of any such persons including but not limited to importers, exporters, shippers, carriers, warehousepersons, agents, underwriters and insurers.

“Carrier” means the carrier and/or any other third parties appointed by and at the sole discretion of Bluhull Marine Agency Ltd. to deliver the Goods and/or in relation to freight forwarding, cargo logistics and/or customs clearance.

“Goods” means the cargo to which any business under these T & Cs relates.

“Intellectual Property Right/s” means the copyright, trademarks, trade names, patents and other intellectual property rights subsisting in or used in connection with the provision of Products or Services by Bluhull Marine Agency Ltd.

“T & Cs” shall refer to these terms and conditions in their entirety.

Bluhull Marine Agency Ltd., and the Client shall hereinafter be referred to individually as the “Party” and collectively as the “Parties”

### 2. APPLICATION

2.1 These T & Cs shall apply to any offers and acceptances of orders by Bluhull Marine Agency Ltd., and to any provision of Products and Services by Bluhull Marine Agency Ltd., to the Client.

### 3. FORMATION OF CONTRACT

3.1. All Products sold by Bluhull Marine Agency Ltd., are sold subject to these T & Cs (as detailed below) which form part of the Client’s contract with Bluhull Marine Agency Ltd., Bluhull Marine Agency Ltd., shall not be bound by any agreement, arrangement, order or similar unless it consents in writing to be so bound.

3.2. Any order placed shall be deemed acceptance of the T & Cs by the Client.

3.3. Any deviations, supplements or changes to the T & Cs shall only be applicable on the express acceptance in writing by Bluhull Marine Agency Ltd.

3.4. These T & Cs shall be binding from the moment Bluhull Marine Agency Ltd., has accepted an order in writing or, in the absence of such order, from the moment of commencement of execution of the order.

3.5. These T & Cs are subject to change without prior notice from time to time and without need for consent from the Client. Such change shall be effective within 7 days from the notification to the Client in accordance with Clause 3.

### 4. QUOTATIONS

4.1. The prices, quantities, delivery time and possibility of deliveries stated in any quotation are not binding on Bluhull Marine Agency Ltd., they are only commercial estimates which Bluhull Marine Agency Ltd., will make reasonable efforts to achieve.

4.2. Quotations for which the Client has not provided written acceptance within 30 days of the offer shall be considered to be withdrawn automatically and deemed null.

4.3. Any representations made by employees of Bluhull Marine Agency Ltd., or by any other third party may not be relied upon by the Client, unless these have been confirmed in writing by senior management of Bluhull Marine Agency Ltd.

4.4. The provision of samples or models of Products shall only fulfill the purpose of supplying information about the said Products, which the actual product or good sold is not bound to match in every detail.

### 5. PRICES

5.1. The prices applicable shall always be those as published by Bluhull Marine Agency Ltd., at the moment of delivery of the Products, unless otherwise expressly agreed upon in writing.



Bluhull Marine Agency Limited

## Terms and Conditions for Products and Services

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5.2. All prices quoted in offers and order acceptances are based on delivery FCA (Incoterms 2010), exclusive of VAT, and exclusive of any other taxes and charges in effect at the date of quotation which would be applicable to the Products. All such present and future taxes, charges and applicable fees shall be charged to the Client within the invoice except in the event that the appropriate exemption certificates are furnished.

### 6. DELIVERY, TRANSPORT AND RISK

6.1. Any times provided for delivery remain simply estimates, even if this is not stated as such when provided, and are deemed to only begin to commence on the date when Bluhull Marine Agency Ltd., has accepted the order of the Client, or, where applicable, the date when an export license is granted or at such later date as provided in this Clause 6.

6.2. Any date of dispatch is deemed to be based on the immediate supply by the Client of all required information that is necessary for Bluhull Marine Agency Ltd., to process the order and in the event any export licenses are needed then the date of dispatch shall also depend on the furnishing of all official export documents and licenses. In any case, Bluhull Marine Agency Ltd, shall endeavor to comply with stated times of delivery and the Client shall accept delivery of shipment immediately upon being notified of such by Bluhull Marine Agency Ltd., in terms of Clause 14.

6.3. Unless other arrangements are made and agreed upon in writing, all deliveries shall be carried out FCA (Incoterms 2010) and after delivery to the Carrier, the Products shall be at the risk of the Client, including where transport has been arranged by Bluhull Marine Agency Ltd., and the contract of carriage (or any other relevant document) states that the transport shall be at the risk of Bluhull Marine Agency Ltd.,. In all cases, Bluhull Marine Agency Ltd., reserves the right to indicate the means of conveyance and the route which transport shall undertake, except in any case where the Client submits express written instructions indicating otherwise which are accepted by Bluhull Marine Agency Ltd.

6.4. Any costs incurred by Bluhull Marine Agency Ltd., due to delay caused by any action or omission by the Client in accepting delivery or in his compliance with inspections, shall be borne exclusively by the Client. Bluhull Marine Agency Ltd., shall also reserve the right to be reimbursed by the Client for any damages or losses which may have arisen as a result of such delay.

6.5. In the event that Bluhull Marine Agency Ltd., shall need to make partial deliveries instead of one whole delivery, Bluhull Marine Agency Ltd., may instead send to the Client separate invoices for each delivery and demand payment therefor upon each issue.

### 7. INSPECTION OF PRODUCTS AFTER DELIVERY

7.1. The Client shall be obliged to inspect the Products thoroughly after delivery, and shall inform Bluhull Marine Agency Ltd., on the discovery of any discoverable defects. Any complaints with respect to the Products shall be communicated to Bluhull Marine Agency Ltd., within seven (7) days after delivery. In the event that the Client reasonably demonstrates that the defect was not discoverable immediately upon delivery, the Client may bring a complaint within seven (7) days of discovery but in no event may the Client reject the Products more than thirty (30) days after delivery.

7.2. Where the time periods mentioned in Clause 7.1 expire, there will be deemed acceptance of the Products 'as-is' and they can no longer be rejected.

### 8. SUBCONTRACTING & ASSIGNMENT

8.1. Unless otherwise agreed, Bluhull Marine Agency Ltd., shall be entitled to subcontract all or any part of the Services.

8.2. The Client shall not assign any rights and/or obligations arising from these T & Cs to any other person whether physical or corporate without the prior written consent of Bluhull Marine Agency Ltd.

### 9. CLIENT CANCELLATION

9.1. In view of the nature of the Services, any order by the Client, once confirmed by Bluhull Marine Agency Ltd, is not cancellable except on the prior written consent of Bluhull Marine Agency Ltd., which may be given at the entire sole discretion of Bluhull Marine Agency Ltd.,

9.2. In the event of a cancellation, the Client shall duly owe Bluhull Marine Agency Ltd., the following amounts:

a) The price agreed upon for any Services that had already been completed;



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Telephone Number 00356 21 445807 - [www.bluhullgroup.com](http://www.bluhullgroup.com)

b) Any and all costs incurred by Bluhull Marine Agency Ltd., in performance of the order, including but not limited to any claims that may need to be paid and settled for cancelling the work under any subcontracts or purchase orders.

9.3. Without prejudice to any other right or remedy which Bluhull Marine Agency Ltd., might possess, in the event of cancellation by the Client without the prior written consent of Bluhull Marine Agency Ltd., Bluhull Marine Agency Ltd., shall be entitled to compensation for any and all loss or damage incurred, including any loss of profit, and/or to demand specific performance.

### 10. RETENTION OF TITLE

10.1. Bluhull Marine Agency Ltd., shall retain title to the Products delivered or still to be delivered to the Client until the Client has fulfilled all its obligations under these T & Cs including but not limited to:

- a) Payment in full of the price of any Products purchased by the Client;
- b) Payment in full for any Services rendered to the Client; and
- c) Payment of any claims against the Client by Bluhull Marine Agency Ltd., arising out of the failure on the part of the Client to comply with any of the Client's obligations under these T & Cs.

10.2. Until such time as title has not yet passed onto the Client, the Client shall not have the right to transfer, encumber or otherwise dispose of the Products as well as not being able to attach the Products to other objects in such a manner that they cannot be easily removed.

10.3. In the event that Client does not comply with payment obligations, or Bluhull Marine Agency Ltd., reasonably believes that the Client shall not comply with payment obligations, Bluhull Marine Agency Ltd., shall be irrevocably authorized by the Client to gain access to where the Client is holding the Products without prior notice and Client shall cooperate with Bluhull Marine Agency Ltd., who shall take all necessary steps for the recovery of the Products.

### 11. PAYMENTS

11.1. All other invoices issued by Bluhull Marine Agency Ltd., shall be paid by the Client within thirty (30) days of the date of invoice unless expressly otherwise agreed in writing by Bluhull Marine Agency Ltd. In the event of late payment, Bluhull Marine Agency Ltd., may charge interest on the amount outstanding before and after judgment at the rate of eight (8) percent in force from the due date until the date of payment.

Provided that Bluhull Marine Agency Ltd., may, in its absolute discretion require particular Clients to pay in advance for any Services and/or Products.

11.2. If any amount of an invoice is disputed then the Client shall inform Bluhull Marine Agency Ltd., of the grounds for such dispute within seven (7) days of delivery of the goods but shall pay to Bluhull Marine Agency Ltd., the full value of the invoice including the disputed amount in accordance with these payment terms. Once settlement of the dispute has been agreed, any sum which was found to have been paid to Bluhull Marine Agency Ltd., in error shall be refunded to the Client as agreed.

11.3. Bluhull Marine Agency Ltd., reserves the right to increase a quoted fee in the event that the client requests a variation to the Services agreed and/or Products provided.

### 12. COPYRIGHT

The Client acknowledges that any and all of the Intellectual Property Rights shall be and shall remain the sole property of Bluhull Marine Agency Ltd., or such other party as may be identified therein or thereon from time to time. Throughout the duration as well as after the termination of the business relationship between Bluhull Marine Agency Ltd., and the Client (whether in whole or with respect to support only) the Client shall not in any way question or dispute the ownership in any Intellectual Property Right by Bluhull Marine Agency Ltd., or such mentioned other party.

### 13. EXPORT LICENCE AND DUTIES COMPLIANCE

13.1. Products may contain parts originating from several different countries and/or territories including from outside the European Union. The Client shall be obliged to comply with all applicable export laws, directives, rules and regulations including but not limited to the European Community, Germany, the United Kingdom and the United States of America and will not export or re-export the Products in violation of any such laws, directives, rules or regulations.



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## Terms and Conditions for Products and Services

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Telephone Number 00356 21 445807 - [www.bluhullgroup.com](http://www.bluhullgroup.com)

13.2. In the event that an export license is required for the performance of any of the Services or the provision of any Product or the undertaking of a warranty repair and such export license is not granted or having previously been granted has now been revoked, Bluhull Marine Agency Ltd., shall no longer have any obligations to the Client under these T & Cs and Bluhull Marine Agency Ltd., shall desist from performing and/or providing any order, Service or other activity and any contractual relationship between the Parties shall automatically terminate. In case of a cancellation due to this reason, the Client shall have no right to be reimbursed for any costs already sustained and/or for any other compensation that may have arisen but Bluhull Marine Agency Ltd., shall be entitled to all payments due to it for any Services rendered or Products supplied.

### 14. NOTIFICATION

All written notices to be served on or given to a Party shall be sent or delivered to that Party's principle place of business and shall be deemed effective upon delivery to the Party to whom addressed by (i) express courier with verification of actual receipt, or (ii) facsimile with confirmation of receipt generated by the sending device, or (iii) by certified mail or email, return receipt requested.

### 15. CONFIDENTIALITY

Both Parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business which comes into that Party's possession and shall not use such information and material without written permission by the other Party. This Clause 15 shall not, however, apply to information or material which is, or becomes, public knowledge by means other than by breach by a Party to this clause.

### 16. NON-SOLICITATION

Subject to the prior written consent of Bluhull Marine Agency Ltd., for a term of one (1) year after completion of provision of Services and/or Products, the Client shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of Bluhull Marine Agency Ltd., directly associated with delivery of the Products.

### 17. NON-COMPETITION

The Client shall not either for himself or for any other person, firm, corporation or entity, solicit, divert or accept, or attempt to solicit, divert or accept any business, supplies or services from persons or entities which were customers or suppliers of Bluhull Marine Agency Ltd., at any time during the business relationship between Bluhull Marine Agency Ltd., and the Client and for a term of two (2) years after termination of said business relationship.

### 18. WARRANTY

Bluhull Marine Agency Ltd., warrants that it has the right to provide the Products and Services but otherwise the Services and Products are provided on an "as-is" basis without warranty of any kind, express or implied, oral or written including, without limitation, the implied conditions of merchantable quality, latent defects, quiet possession, fitness for purpose and description, all of which are specifically and unreservedly excluded. In particular, but without limitation, no warranty is given that the Products or the Services provided are suitable for the purposes intended by the Client.

### 19. LIMITATION OF LIABILITY

19.1. Bluhull Marine Agency Ltd., shall not be liable for any claim arising out of the performance or non-performance of any obligation, delay in delivery of or defect in the Products nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Products or the provision of the Services.

19.2. The Client's liability towards Bluhull Marine Agency Ltd., shall be unlimited.

19.3. Nothing herein shall limit either Party's liability for death or personal injury arising from proven negligence.

19.4. The Client shall defend, indemnify and hold Bluhull Marine Agency Ltd., harmless from all claims, actions, demands, suits, losses and causes of action from any third party relating to any Product sold to the Client or the provision of any Service by



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Telephone Number 00356 21 445807 - [www.bluhullgroup.com](http://www.bluhullgroup.com)

Bluhull Marine Agency Ltd., to the Client in all cases except for damages caused by the gross negligence and/or willful misconduct of Bluhull Marine Agency Ltd.,.

19.5. In no case shall Bluhull Marine Agency Ltd., be liable for any damages occurring as a result of inappropriate or inadequate sites, facilities, installations or transport routes provided by the Client.

19.6. Where in accordance with Clause 6, the actual time of delivery unreasonably exceeds the approximation given in relation to all or part of the order, the Client shall be entitled to terminate the remaining unsatisfied part of the contract affected by the delay. The Client however, may never exercise this right without first consulting Bluhull Marine Agency Ltd., who shall do their utmost to find suitable arrangements for delivery in good faith. Bluhull Marine Agency Ltd., shall not be liable for damages of any nature or kind, including indirect, liquidated or consequential damages in the event that the contract is so terminated.

19.7. Without prejudice to the generality of the above, including but not limited to Clause 18, Bluhull Marine Agency Ltd.,’s liability towards the Client shall be limited to the price paid in conjunction with the Product and/or Service in dispute.

### **20. SPECIFIC PROVISIONS IN RELATION TO THE PROVISION OF PERSONNEL AND INTRODUCTION OF CANDIDATES**

20.1 This clause shall apply in the event that the Services include the provision of personnel and introduction of candidates by Bluhull Marine Agency Ltd to the Client or to the Client’s customers (the “Recruitment Services”).

20.2 Bluhull Marine Agency Ltd, a licensed recruitment agency with license number EA98-2012, will provide the Recruitment Services to the Client in consideration for the Client paying the applicable fee and/or charge rate as agreed in writing between the Parties to Bluhull Marine Agency Ltd, subject to the provisions of this clause. The fee is charged on a per candidate basis and is, unless otherwise specified, exclusive of VAT.

20.3 If, following a candidate's unsuccessful application or introduction, (i) the Client or any of the Client’s customers, directly or indirectly, engage that candidate or use that candidate's services in any capacity within twelve (12) months of Bluhull Marine Agency Ltd having Introduced the candidate to the Client or to the Client’s customers; or (ii) the Client, the Client’s customer or the Client’s customer’s employee, agent or subcontractor refers or introduces that candidate to a third party and that third party engages the candidate or utilizes that candidate’s services in any capacity within twelve (12) months of Bluhull Marine Agency Ltd having introduced the candidate to the Client, then the Client will be liable for the introduction fees set out in clause 20.2.

20.4 Payment of applicable fees shall be made by the Client to Bluhull Marine Agency Ltd within thirty (30) days from invoice. Late payments will incur interest at the highest rate permitted at law.

20.5 The applicable fees and/or charge rates referred to in clause 20.2 are for the introduction or provision of candidates and personnel only and do not include (i) any salary due to any candidate and/or (ii) any provision of additional services. Unless the candidate is self-employed, it is the Client’s responsibility or the responsibility of the Client’s customers as applicable to account for any tax and national insurance/social security contributions attributable to the candidate.

20.6 The Client accepts and agrees that Bluhull Marine Agency Ltd gives no warranty as to the suitability of any candidate for any vacancy and/or to the quality of services to be provided by the candidate. Neither Bluhull Marine Agency Ltd nor any of its staff will be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client or the Client’s customers arising directly or indirectly from or in any way connected with the introduction to or the engagement by, or provision of service to, the Client or by the Client’s customers of a candidate. In particular, but without limitation, Bluhull Marine Agency Ltd will not be liable for any loss, injury, damage, expense or delay arising from, or in any way connected with (i) any failure of the candidate to meet the Client’s or the Client’s customer’s requirements for all or any of the purposes for which the candidate is required (ii) any act or omission of a candidate, whether willful, negligent, fraudulent, dishonest, reckless or otherwise; (iii) any loss, injury, damage, expense or delay suffered by or caused by a candidate or (iv) any defects in the services or failure to provide the services by the candidate. For the avoidance of doubt, Bluhull Marine Agency Ltd is simply providing the candidate at a daily charge rate or in employment and is not responsible for the provision of the services by the said candidate. It is up to the Client or the Client’s customers to provide instructions, monitor and ensure that the candidate is providing the services the candidate is engaged for.

20.7 Notwithstanding any other clause in these T & Cs, the liability of the Bluhull Marine Agency Ltd under or in connection with these T & Cs whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever will not exceed the introduction fees paid or due in accordance with clause 20.2 to be paid by the Client to Bluhull Marine Agency Ltd in terms of this clause 20.



Bluhull Marine Agency Limited

## Terms and Conditions for Products and Services

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20.8 All Introductions are confidential and all information in relation to the candidates or personnel will be for the private and confidential use of the Client and the Client's customers only and should not be reproduced in whole or in part or relied upon by third parties for any use whatsoever, without the express written authority of the Bluhull Marine Agency Ltd. The Agency is to bind its customers with the same duty of confidentiality. In the event that any candidate is not accepted by the Client or the Client's customers, the Client and the Client's customers shall immediately delete any confidential information including and personal data that it may hold on the said candidate.

### **21. SPECIFIC PROVISIONS IN RELATION TO THE PROVISION FREIGHT FORWARDING AND LOGISTICS**

21.1 Bluhull Marine Agency Ltd., acts as the agent of the Client for the purpose of engaging one or more Carriers to provide services of freight forwarding, cargo logistics and other services requested by Client in connection with the carriage, entry and release of Goods, post entry services, export licenses and the filing of export documentation as appropriate at the sole discretion of Bluhull Marine Agency Ltd.

21.2 Unless services are performed by Carriers engaged pursuant to express written instructions from the Client, Bluhull Marine Agency Ltd shall use reasonable care in its selection of Carriers or other third parties, and/or in selecting the means, route and procedure to be followed in services relating to freight forwarding, cargo logistics and the handling, transportation, clearance and delivery of cargo and Goods.

21.3 Without prejudice to any limitation of liability in favour of Bluhull Marine Agency Ltd. in terms of these T & Cs, the selection of a Carrier or other third party shall not be construed to mean that Bluhull Marine Agency Ltd warrants or represents that such Carrier, person or firm will render such services nor does Bluhull Marine Agency Ltd assume responsibility or liability for any action(s) and/or inaction(s) of such Carriers, third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment and any Goods are in the custody or control of a Carrier, third party or the agent of a Carrier or third party. Client agrees that all claims in connection with the all acts of the Carrier or of such third parties shall be brought solely against such Carrier or third parties and/or their agents: Provided that in connection with any such claim, Bluhull Marine Agency Ltd shall reasonably cooperate with the Client, who shall be liable for any charges or costs incurred by the Bluhull Marine Agency Ltd.

21.4 Bluhull Marine Agency Ltd shall use all reasonable endeavours to meet any performance dates agreed with the Client, but such dates shall be estimates only and time shall not be of the essence for performance of the services and Bluhull Marine Agency Ltd shall not be liable in any manner for any delay.

21.5 Bluhull Marine Agency Ltd shall not be obliged to arrange for the Goods to be carried, stored or handled separately from the goods of any other clients.

21.6 Client acknowledges that it is required to review all documents and declarations prepared and/or filed by Bluhull Marine Agency and will immediately advise Bluhull Marine Agency Ltd. of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Client's behalf.

21.7 Bluhull Marine Agency Ltd. relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Client. Client shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold Bluhull Marine Agency Ltd. harmless from any and all claims asserted and/or liability or losses suffered by reason of the Client's failure to disclose information or any incorrect or false statement by the Client.

21.8 Unless otherwise agreed in writing, Bluhull Marine Agency Ltd. is under no obligation to provide insurance on the Client's behalf.

21.9 Client warrants that all consignments of the Goods and any separate package forming part of the consignment have been properly and sufficiently packed, labelled, stowed and/or prepared and that Bluhull Marine Agency Ltd. is not liable for any costs or damages in relation to any improper or insufficient packaging and labelling.

21.10 Client shall be liable for any duties, taxes, imposts, levies, deposits or payments of any kind levied by authorities at any port or place for or in connection with the Goods and/or with the freight forwarding or cargo logistic services and for any payments, fines, expenses, loss or damage whatsoever incurred or sustained by Bluhull Marine Agency Ltd. in connection therewith.

21.11 Risk in and responsibility for the Goods shall remain with Bluhull Marine Agency Ltd. until such time as the Goods enter in the possession of the Carrier, at which point risk in and responsibility for the Goods shall pass exclusively to the Carrier.



Bluhull Marine Agency Limited

## Terms and Conditions for Products and Services

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Telephone Number 00356 21 445807 - [www.bluhullgroup.com](http://www.bluhullgroup.com)

### **22. SPECIFIC PROVISIONS IN RELATION TO THE SALE OF SHIPPING AND INDUSTRIAL EQUIPMENT**

22.1 For the purposes of this clause 22, the term "Shipping and Industrial Equipment" shall refer to all equipment, merchandise, transportation structures and marine supplies relating to the maritime and shipping industry.

22.2 All Shipping and Industrial Equipment, including those being sold on a new, used and/or second-hand basis, are being sold "as is" in their present state and condition without any warranty of latent defects and without any additional warranties whatsoever, whether express or implied including without any warranty as to the sufficiency for the purpose intended by the Client.

22.3 The Shipping and Industrial Equipment may be warehoused or otherwise held, as appropriate, at any depot or place or places at the sole discretion of the Bluhull Marine Agency Ltd. and the Client is to arrange pick-up of the Shipping and Industrial Equipment from the said warehouse, depot or place. Unless otherwise agreed between the Parties in writing, in the event where Shipping and Industrial Equipment are stored following carriage and the Client does not pick up the Shipping and Industrial Equipment within fourteen (14) days (or any other shorter period as may be so agreed) any warehousing or storage in addition to the fourteen (14) days or shorter period as applicable shall be charged to the Client at a rate as may be communicated in writing to the Client by Bluhull Marine Agency Ltd. which rate shall in no case be less than the cost and related charges incurred by Bluhull Marine Agency Ltd. in relation to that warehousing or storage.

22.4 Unless otherwise agreed, payment terms in relation to the sale of Shipping and Industrial Equipment shall be strictly on a Cash on order or Cash on delivery basis.

### **23. FORCE MAJEURE**

23.1. Bluhull Marine Agency Ltd., will not be liable to the Client for any economic loss or damage, delay or failure of the performance of these T & Cs or in any other way suffered by the Client as a direct result of any cause beyond its control including Act of God, accident, civil unrest, war, riot, lockout, strike, embargo, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, inability to obtain export licenses or the suspension of export licenses or approvals which have been issued, data trespass, inability to secure materials or labor or any other unexpected or exceptional cause or circumstance.

23.2. Where the Force Majeure is of a permanent nature or is temporary but persists for a period lasting longer than ninety (90) days, Bluhull Marine Agency Ltd., shall have the right to cancel any order acceptance or terminate any agreement between the parties for the performance of these T & Cs.

### **24. SEVERABILITY**

Each clause of these T & Cs shall be and remain separate from and independent of and severable from all and any other clauses herein except where otherwise indicated by the context of these T & Cs. The decision or declaration that one or more of the clauses are null and void shall have no effect on the remaining clauses of these T & Cs.

### **25. GOVERNING LAW**

25.1. These T & Cs and all orders concluded between Bluhull Marine Agency Ltd., and the Client shall be subject to and construed in accordance with the laws of Malta and the parties hereby expressly exclude the UN Convention on Contracts for the International Sale of Goods.

25.2. In the case of a dispute, the parties hereby submit to the exclusive jurisdiction of the Maltese courts.