
CROFTON MARINE TERMS OF BUSINESS

1. PRELIMINARY PROVISIONS AND DEFINITIONS

1.1 These Terms of Business form an integral part of all quotations and contracts provided by the Company. They consist of these general terms and the special terms at the end which apply to the Work that the Customer has ordered. Please read these terms carefully before you submit any order to the Company because once the Company accepts an order you will be bound by these terms.

1.2 If the Customer is a Business then these Terms of Business apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.3 To the extent that the Company has expressly agreed to terms that contradict these Terms of Business in an Order then the terms set out in the Order shall prevail.

1.4 In these Terms of Business: 'Applicable Laws on Consumer Rights' means all applicable laws, rules, regulations, instruments, and provisions in force from time to time relating to consumer protection, including but not limited to the Consumer Rights Act 2015. 'Business' means any Customer that is not a Consumer. 'Company' means Crofton Marine undertaking the Work, as well as any authorised member, agent, employee or representative of the Company as appropriate. 'Consumer' means a Customer who is an individual, and is purchasing any Work from the Company wholly or mainly for their personal use (rather than for use in connection with their trade, business, craft or profession). 'Customer' means the party or parties with whom the Company agrees to perform the Work and shall include the legal owner of any relevant Vessel, any parent or associated company and/or firm, as well as any authorised member, agent, employee or representative of any Business Customer. Where the Vessel is under demise charter and the agreement is with the demise charterer, the Customer shall also include the demise charterer. In the event that the Company enters into an agreement with more than one party, the obligations of these parties shall be joint and several (meaning the parties will be responsible for one another's actions and failure to act), unless otherwise agreed in writing. 'Order' means the Customer's order for the Work, as set out in the Customer's order form, or the Customer's written acceptance of the Company's quotation, or the order form overleaf, as the case may be. 'Parties' means the Company and the Customer; each a Party and collectively the Parties. 'Vessel' means any vessel or a floating craft of any nature (or part thereof), or any other comparable object such as a yacht, a lighter, a barge, a pontoon, a tug, a drilling-platform, a rig, any off-road vehicles, snow mobiles as well as any other object entrusted to the Company for the Work to be undertaken. 'Work'

means the goods and services supplied to the Customer and/or work undertaken by the Company pursuant to these Terms of Business as set out in the work.

2. THE CONTRACT

2.1 A contract will come into existence between the Company and the Customer when the Company accepts the Customer's work or when the customer sends a confirmation email after estimation is given.

2.2 If the Company is unable to accept any work, it will inform the Customer of this and will not charge for the Work. This might be because a part is not available, out of stock or because of unexpected limits on the Company's resources.

3. LIABILITY (This clause is subject to Clause 15)

3.1 Where the Customer is a Business, the Company shall not be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage, caused by or arising from events or circumstances beyond its reasonable control (which includes, without limitation, acts of God, wars (whether declared or not), riots, civil commotions, malicious damage, embargoes, compliance with any law or governmental order, rule, regulation or direction, breakdown of plant or machinery, fire, flood, accidents, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other Party), failure of a utility service or transport network, unusually severe weather conditions, default of suppliers or subcontractors or the actions of third parties not employed by the Parties).

3.2 The Company may need certain information from the Customer so that it can carry out or supply the Work. If so, the Company will ask for this information from the Customer. If the Customer does not give this information within a reasonable time of the Company asking for it, or if the Customer gives incomplete or incorrect information, the Company may either end the contract or make an additional charge of a reasonable sum to compensate the Company for any extra work that is required as a result. The Company will not be responsible for carrying out or supplying the Work late or not performing or supplying any part of them if this is caused by the Customer not giving the information needed within a reasonable time of being asked for it.

3.3 The Company shall have in place, at no cost to the Customer, liability insurance for such loss or damage for which the Company may be held liable under these Terms of Business.

4. THE WORK

4.1 If the Company is obtaining any item to any specification that the Customer has provided the

Customer is responsible for ensuring that the specification is correct. The Customer may contact the Company if it has any questions about this.

5.CHANGES

5.1If the Customer wishes to make a change to the Work it has ordered it should contact the Company. The Company will let the Customer know if the change is possible and (if it is possible) about any changes to the price of the Work, the timing of supply or anything else which would be necessary as a result of the requested change and ask the Customer to confirm whether it wishes to go ahead with the change.

5.2The Company may change the Work to reflect changes in relevant laws and regulatory requirements and/or to implement minor technical adjustments and improvements. These changes will have minimal, if any, affect upon the Customer's use of the Work.

5.3If the Company wishes to make more significant changes to the Work it will notify the Customer and the Customer may either accept these changes or end the contract before the changes take effect and receive a refund for any Work that it has paid for but not received.

6.ESTIMATIONS

6.1The Company shall confirm the price for the Work ("Price") before any work is undertaken. If the company is unable to give a price or estimate for the Work, the price will be determined based upon the labour and materials expended and services provided in accordance with the Company's usual tariff of hourly rate at the time when the Work was performed, as duly invoiced to the Customer. If an estimate is given the Company where reasonably possible provide a Price once it has had the opportunity to scope out the Work (for example once it has inspected the Vessel or part that the Customer wants to be repaired, customised or otherwise worked on as part of the Work) and obtain the Customer's approval to the Price before carrying out the Work.

6.2Unless otherwise agreed in writing, the Price in the estimate will not include expenses reasonably incurred for pilotage, salvage, tugs, harbour dues, travel charges and similar charges which shall be invoiced on the same invoice given to the Customer. The customer however will be told about any travel charges occurred.

6.3The Company will exercise reasonable skill and judgment when giving an estimate or indication of Price. However, estimates are always subject to the accuracy of information provided by the Customer, are often based on a superficial examination and do not include the cost of any emergent work which may be necessary nor the cost of any extensions to the Work. The Company reserves its right (subject to Clause 6.4) to (a) increase the rates under its usual tariff and/or (b) increase the Price for the Work.

6.4The Company will inform the Customer of any proposed increase in the estimated Price or increase in its rates relating to any Order that has already been placed, together with the reasons for such increase, and will only proceed with the Work after having obtained the Customer's approval (such approval not to be unreasonably delayed or withheld where the Customer is a Business). The Customer shall remain responsible for the cost of labour and materials already supplied or remaining to be supplied which are not affected by the proposed increase in the Price or rates.

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7.PAYMENT

7.1Unless otherwise agreed between the Parties in writing, payment for all Work provided shall be due immediately upon receipt of the Company's invoice. Payment shall be deemed to have been made when received by the Company in cash or cleared funds at the Company's nominated bank account.

7.2If the Customer fails to make any payment due to the Company by the due date for payment which is usually 7 days, the Company has the right to charge interest on the overdue amount at the rate of four percent (8%) above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment

7.3To the extent permitted by law, the Customer hereby grants to the Company a lien and a continuing security interest, and, where applicable, a maritime lien, over the Vessel as security for payment of the Price until full payment of the Price by the Customer, or until the Customer has given security to the Company in a form and substance acceptable to the Company (for example a letter of guarantee from a bank reasonably acceptable to the Company or lodgement of a cash deposit with a professional third party agent reasonably acceptable to the Company). The security provided shall be sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for the Company's prospective legal costs and expenses.

8.GUARANTEEE

8.1The Company guarantees that parts used for work will have the manufactures warranty but the company is not liable for any damage or loss after the parts are fitted. The company will only give out warranty on work for up to 30 days of work end. Work undertaken where the boat is subjected to saltwater the company will only give out a warranty of up to 7 days due to the nature of saltwater. the Work will be free of defects in material and workmanship and in conformity with the agreed specification. The Customer shall give notice in writing to the Company of any such defects in material or workmanship ("Defective Work") which may become apparent and shall provide the Company with sufficient evidence so as to establish the na-

ture and extent of the Defective Work. This guarantee applies only to the Customer: a person who is not a Party to these Terms of Business shall not have any rights to enforce these Terms of Business.

8.2 On notification by the Customer of the Defective Work, the Company will be given a reasonable opportunity to inspect the Defective Work and if it is the Company's responsibility, the Company shall repair or reperform, in whole or in part, at its discretion, the Defective Work. Delivery of repairs or re-performance under this guarantee will be made in accordance with these Terms of Business.

8.3 The Customer shall, immediately after the discovery of any Defective Work, take all appropriate steps to mitigate any loss or damage and to prevent any Defective Work becoming more serious.

8.4 The Company shall not be liable for any Defective Work if the defect arose as a result of: (a) the Customer's failure to follow the Company's oral or written instructions; (b) the Company following any drawing, design or specifications supplied by the Customer; (c) fair wear and tear, wilful damage, negligence or abnormal working conditions; (d) changes made to ensure compliance with applicable statutory or regulatory standards and/or (e) any changes, repairs or works carried out by anyone other than the Company.

9. QUALITY STANDARDS

9.1 The Company will exercise reasonable care and skill in the performance of the Work in accordance with the provisions of these Terms of Business, the requirements of any relevant regulatory bodies and, in the absence of any other contractual term as to quality, to a satisfactory standard.

10. CUSTOMER CANCELLATION

10.1 The Customer may end the contract for any reason set out below in which case the contract will end immediately. The customer however is contracted to pay for any parts that may be outstanding.

10.2 there is a risk that supply of the products may be significantly delayed because of events outside the Company's control;

10.3 the Customer has a legal right to end the contract because of something the Company has done wrong

11. TERMINATION BY THE COMPANY

11.1 The Company may end the contract for any work at any time by writing to the Customer if:

11.2 the Customer does not, within a reasonable time of the Company asking for it, provide the Company with information that is necessary for the Company to provide the parts needed;

11.3 the Customer does not, within a reasonable

time, allow the Company access to their Vessel or any other item the Company requires to supply the services.

11.4 If the Company ends the contract in the situations set out in Clause, it will be the customers duty to pay off any outstanding payments towards parts.

12. PERSONAL INFORMATION

12.1 The Company will only use the Customer's personal information as set out in its privacy policy <https://www.croftonmarine.co.uk/privacy/>

13. THIRD PARTY RIGHTS

13.1 This contract is between the Company and the Customer. No other person shall have any rights to enforce any of its terms, except as explained in Clause

13.2 in respect of the guarantee. Neither party will need to get the agreement of any other person in order to end the contract or make any changes to these Terms of Business.

14. COMMUNICATION AND NOTICES

14.1 Customers can contact the Company by telephone, SMS and email. If the Company has to contact the Customer it will do so by telephone or by writing to the Customer at the email address that is provided to the company.

15. ADDITIONAL TERMS APPLYING TO VESSEL SERVICES

15.1 This clause applies to any services that the Company carries out on a Vessel belonging to the Customer, including maintenance services, repair services and customisation services.

15.2 During performance of the Work by the Company (and/or any of the Company's sub-contractors), the Customer shall not have access to the Vessel unless the Company's prior written consent has been obtained (such consent shall not be unreasonably withheld or delayed).

15.3 The Customer shall ensure that it does not cause any nuisance or annoyance to the Company, any other customer or person present or residing in the vicinity and does not interfere with the Company's schedule of Work.

15.4 The Customer is subject to the Company's health and safety, environmental and access policies and shall further be obliged to comply with all laws and regulations relating to environmental protection and safety.

15.5 The Company shall not be under any duty to salvage or preserve the Vessel from the consequences of: (a) any defect in the Vessel and/or (b) an accident which has not been caused by the Company or its representatives. However, the Company reserves the right to salvage or preserve

the Vessel, at its sole discretion, in appropriate circumstances and where the safety of people, property or the environment is at risk.

15.6 The Company shall (unless otherwise agreed between the Company and the Customer in writing) only be responsible for the areas of the Vessel in which it is carrying out any Work.

15.7 If the company has to take a ferry/taxi to the vessel (If vessel is on a mooring or mid river pontoon) then the customer has to settle the payment with the ferry company and will be subject to an hours labour for travelling to and from the boat.

19.1 These Terms of Business, as well as any contract(s) made subject to these Terms of Business, shall be governed by and construed in accordance with English law.

19.2 All disputes arising out of or in connection with these Terms of Business shall be subject to the non-exclusive jurisdiction of the English courts.

16. CUSTOMISATION TERMS

16.1 This clause applies to any customisation services provided as part of the Work.

16.2 Where the Company has created, designed, drawn or written any design, specification or material for the Customer, then the intellectual property rights (including copyright) in those designs and drawings and documents shall remain vested in the Company, and shall only be used by the Customer at the Company's reasonable discretion unless expressly agreed otherwise between the parties.

16.3 If the Customer provides any instructions, designs or material as part of the customisation Work and it confirms that they will not cause the Company to infringe any intellectual property rights of any third party and (where it is a Business) the Customer shall indemnify the Company against any claim or action taken by a third party against the Company in respect of any such infringement.

17. ASSIGNMENT AND OTHER DEALINGS

17.1 The Company may at any time assign, transfer or deal in any other manner with all or any rights under these Terms of Business and may sub-contract or delegate in any manner any or all of its obligations under these Terms of Business to a third party.

17.2 The Customer shall not, without the prior written consent of the Company, assign, transfer, sub-contract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Terms of Business.

18. SEVERANCE

18.1 If any provision of these Terms of Business is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 15 shall not affect the validity and enforceability of the remaining provisions of these Terms of Business.

19. GOVERNING LAW AND JURISDICTION