

Electrical Marine Services Limited

1. PRELIMINARY PROVISIONS AND DEFINITIONS

1.1 These Terms of Business form an integral part of all quotations and contracts provided by the Company.

1.2 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 In these Terms of Business:

1.3.1 'Applicable Laws on Consumer Rights' means all applicable laws, rules, regulations, instruments and provisions in force from time to time relating to consumer protection in Gibraltar.

1.3.2 'Company' means Electrical Marine Services Limited of Unit 6, The Boardwalk, Tradewinds, Ocean Village, Gibraltar, GX11 1AA being the party undertaking the Work, as well as any authorised member, agent, employee or representative of the Company; includes "we" and "our"

1.3.3 'Consumer' means an individual who is acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;

1.3.4 'Customer' means the party or parties with whom the Company agrees to perform the Work and shall include the legal owner of any relevant property, any parent or associated company and/or firm, as well as any authorised member, agent, employee or representative of the Customer. In the event that the Company enters into an agreement with more than one party, the obligations of such other parties shall be joint and several, unless otherwise agreed in writing.

1.3.5 'Order' means the Customer's written acceptance of the Company's quotation and where thereafter the Company has acknowledged the Customer's acceptance in writing: [for clarity the Company only accepts the Order once the acknowledgement has been provided to the Customer].

1.3.6 'Parties' means the Company and the Customer; each a Party and collectively the Parties.

1.3.7 'Work' means the goods and services supplied to the Customer and/or work undertaken by the Company pursuant to these Terms of Business.

1.3.8 'Working Hours' means the working hours of the Company being from 0900 to 1700 Monday to Friday (excluding all bank holidays and holidays).

2. LIABILITY

2.1 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, pandemics, 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).

2.2 The Company shall take reasonable steps to maintain security at its premises, and to maintain its facilities and equipment in reasonably good order and condition.

2.3 Notwithstanding Clause 2.2, any property of the Customer left at the Company's premises, is at the Customer's own risk.

2.4 The Customer shall effect and maintain at all times, at no cost to the Company, comprehensive liability insurance providing cover for all or any loss or damage for which the Customer may be liable under these Terms of Business (including third party liability cover and, where appropriate, employer's liability cover in respect of any of its employees).

2.5 The Company shall effect and maintain at all times, at no cost to the Customer, liability insurance providing cover for such loss or damage for which the Company may be held liable under these Terms of Business.

2.6 Each Party shall produce copies of insurance policies as evidence of cover, immediately and (in any case within seven (7) days) upon request by the other Party.

2.7 Each Party accepts responsibility and liability for:

2.7.1 death or personal injury caused by its negligence or the negligence of its employees, agents or sub-contractors;

2.7.2 fraud or fraudulent misrepresentation; or

2.7.3 any other reason for which it would be illegal for the Parties to exclude liability.

2.7A the Company shall under no circumstances whatsoever be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty or otherwise, for loss of profits, loss of revenue, loss of contracts, loss of business, or in relation to any increased costs, overheads or expenses; or for any indirect losses or costs or any consequential costs and losses at any time.

3. PRICES AND ESTIMATES

3.1 The price for the Work ("Price") shall be the price set out in the Order, or if no Price is quoted for the Work, the Price will be determined based upon the labour, materials expended and services provided.

3.1A Quotes and estimates will be provided. Considerable time is taken to provide these. Provided work is accepted this will be free of charge. If work is not accepted time onboard advising clients and viewing vessel will be billed at standard rate.

3.2 The minimum call-out charge for the Work shall be 2 hours. Any Work undertaken outside of the Working Hours shall be charged at double the Working Hours rate.

3.2A Unless otherwise agreed in writing, the Price will not include expenses incurred for any disbursements and similar charges and which shall be invoiced separately to the Customer.

3.3 The Company shall 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 emergency work which may be necessary nor the cost of any extensions to the Work. The Company fully reserves its right to, (a) increase the rates and/or (b) subject to Clause 3.4, increase the Price for the Work.

3.4 The Company will inform the Customer of any proposed increase in the estimated Price, together with the reasons for such increase, and will proceed with the Work after having obtained the Customer's approval (such approval not to be unreasonably delayed or withheld). In the event that verbal approval is provided on the part of the

Customer, such verbal approval shall be confirmed in writing by the Company and forwarded to the Customer by way of record.

3.5 The Customer shall remain responsible for the cost of labour, goods and materials already supplied or remaining to be supplied which are not affected by the proposed increase in the Price.

4. GOODS INFORMATION

4.1 Unless expressly indicated otherwise, the Company is not the manufacturer of the goods sold. While we work to ensure that goods information we provide is correct, actual goods packaging and materials may contain more and different information to that on our website or otherwise communicated. Ingredients may also change. All information about the goods on our website or otherwise communicated is provided for information purposes only. We recommend that you do not rely solely on the information presented on our website or otherwise communicated. Please always read labels, warnings and directions provided with the goods before use.

4.2 The Company accepts no liability whatsoever for any inaccuracies or misstatements about goods by the manufacturers or other third parties. This does not affect the Customer's statutory rights.

5. PAYMENT

5.1 Unless otherwise stated by the Company, a non-refundable deposit of 2% of the value of the Order is due within 7 days after the Company has acknowledged the Customer's acceptance in writing. Following which, time will then be allocated for the Work to be carried out.

5.2 Payment for any goods is due 6 weeks before the Work is scheduled to commence unless otherwise agreed by the Company in writing.

5.3 Where goods are to be purchased, unless otherwise agreed in writing by the Company, the goods are to be paid in full prior to the Company placing the order for the goods. Once ordered the goods shall remain the property of the Customer. There will be no refunds granted for the ordered goods.

5.3A Unless otherwise agreed by the Company in writing, payment for all Work provided (less any deposit received) 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. Time for payment

is of the essence. Only when payment has been received can the Customer remove their goods from the Company.

5.4 All payments made via credit cards are subject to a 2% payment fee.

5.5 If the Customer fails to make any payment due to the Company by the due date for payment, the Company has the right to charge interest on the overdue amount at the rate of four percent (4%) per annum above the prevailing 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.

5.6 The Customer shall pay all amounts due under these Terms of Business in full without any set-off, counterclaim, deduction or withholding except as required or permitted by law. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

5.7 To the extent permitted by law, the Customer hereby grants to the Company a lien and a continuing security interest, for payment of the Price over any assets of the Customer held by the Company from time to time 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.

5.8 The Company shall be entitled to charge the Customer for storage and the provision of any ongoing services at the Company's normal daily rates until full payment (or provision of satisfactory security) by the Customer and removal of property from the Company's premises.

6. RIGHT TO CANCELLATION

6.1 The Customer has 14 days from the date that the Order is accepted to cancel the contract. The Company will not begin to provide the Work as defined by the Order within the 14 day cancellation period unless the Customer has requested that the Company do so in writing.

6.2 If the Customer has requested that the Company provide the Work as defined by the

Order within the 14 day cancellation period then the Customer still has the right to cancel the contract but the Customer must pay for the value of the Work and goods that are provided up to the point the Customer cancels the contract. If the Work has been provided in full then the Customer's right to cancellation will have been lost.

7. DELAYS

7.1 Unless otherwise agreed in writing by the Parties, time estimates given for completion of the Work are given in good faith and without guarantee.

7.2 The Company shall not be liable for any failure or delay in the performance or completion of the Work, or for any such loss or damage resulting therefrom, unless the delay arises from its wilful acts or omissions on the part of the Company.

8. TITLE AND RISK

8.1 Risk in all goods, equipment and materials supplied by the Company to the Customer shall pass to the Customer at the time of supply to the Customer of such goods, equipment or materials or at the time when such goods, equipment or material are assigned or affixed, as the case may be.

8.2 Title to all goods, equipment and materials supplied by the Company to the Customer shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Work.

9. GUARANTEE

9.1 The Company guarantees that, for a period of twelve (12) months from completion of the Work (the "Warranty Period") 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 (as per Clause 15) to the Company of any defects in material or workmanship ("Defective Work") which may become apparent and shall provide the Company with sufficient evidence so as to establish the nature 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.

9.2 Upon the completion of the Work the Customer shall allow reasonable time to the

Company to run any relevant tests and system checks to confirm satisfaction of the completed Work.

9.2.1 On notification by the Customer to it in writing 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 re-perform, 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.

9.3 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.

9.4 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) third party act, fair wear and tear, wilful damage, negligence by the Customer; and/or (d) changes made to ensure compliance with applicable statutory or regulatory standards.

9.5 Any remedial work which is put in hand by the Customer directly without first notifying the Company and allowing the Company a reasonable opportunity to inspect the Defective Work shall invalidate the guarantee provided under this Clause 9.

9.6 Where the Customer is not a Consumer:

9.6.1 these Terms of Business do not contain any express or implied term as to quality or fitness for any particular purpose, unless, prior to the Work being performed, the purpose has been clearly identified in writing to the Company and the Customer has stipulated that it is relying upon the Company's skill and judgment to ensure this purpose has been met; and

9.6.2 the Company accepts no liability to the Customer whatsoever in respect of any loss of contracts, loss of profits, loss of revenue, loss of business, increased costs, increased overheads, increased expenses which the Customer or any other person may sustain in consequence of the failure of any faulty or unfit goods and/or materials supplied to the Customer by the Company.

9.7 The Company shall assign to the Customer any and all of its rights against the manufacturer or supplier of any particular article used in the Work or supplied to the Customer as part of the Work.

10. QUALITY STANDARDS

10.1 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.

10.2 The Company shall provide to the Customer certain remote support in relation to any system advice and concerns in relation to the Work provided by the Company for a period of 6 months as from the date of the completion of the Work. 6 hours of free remote support will be provided, following which all remote support will be charged at the Company's hourly rate.

11. ACCESS TO PREMISES / WORK

11.1 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.

11.2 The Customer is responsible for any damage or loss caused directly or indirectly from any breach of its obligations under these Terms of Business.

11.3 The Customer shall take all necessary precautions to avoid pollution of the environment and shall indemnify the Company for any loss or damage arising from any pollution of the environment.

11.4 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 for the Work and/or the good management of the Company's premises and business.

11.5 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 Works unless the Company's prior written consent has been obtained.

12. ASSIGNMENT AND OTHER DEALINGS

12.1 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, to its successor or to an assignee.

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

13. CONSUMER RIGHTS

13.1 To the extent that these Terms of Business contradict the Applicable Laws on Consumer Rights, the rights conferred on Consumers under the Applicable Laws on Consumer Rights remain unaffected.

13.2 Advice on whether a Customer is a Consumer or is otherwise protected by some or all of the Applicable Laws on Consumer Rights may be obtained from the Citizens Advice Bureau, the Office of Fair Trading or any firm of solicitors practising in Gibraltar.

14. THIRD PARTY RIGHTS

14.1 A person who is not a Party to these Terms of Business shall have no right to enforce any term of these Terms of Business.

15. COMMUNICATION AND NOTICES

15.1 All communications and notices given under these Terms of Business shall be in writing. A notice shall be sufficiently served if given by effective means of communication, including but not limited to fax, email, registered or recorded mail or by personal service, to the Customer's last known address or to the Company's official email, trading address or registered office.

16. SEVERANCE

16.1 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 16 shall not affect the validity and enforceability of the remaining provisions of these Terms of Business.

17. WAIVER

17.1 No failure by the Company to insist upon the strict performance of any covenant, duty, agreement or condition of these Terms of Business or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement or condition.

18. ELIGIBILITY

18.1 To be eligible to purchase goods and/or services from the Company and lawfully enter into and form contracts, the Customer must;

18.1.1 Be 18 years of age or over; and

18.1.2 Register their real name, address, phone number, email address and any other identification or other details requested with the Company.

18.2 If the Customer is under 18, then such Customer should ask an adult to contract on the Customer's behalf.

18.3 By offering to purchase goods and/or services, the Customer warrants undertakes and represents to the Company that the Customer is 18 years of age or over and authorises the Company to hold, process and/or transmit information (included updated information) to obtain information from third parties, including but not limited to, the Customer's debit or credit card numbers or credit reports to authenticate the Customer's identity, to validate the Customer's credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

19. AMENDMENTS TO THE TERM OF BUSINESS

19.1 The Company reserves the right to make changes to the Company's website, policies and terms and conditions, including these Terms of Business at any time. The Customer will be subject to the terms and conditions, policies and Terms of Business in force at the time that the Customer orders the goods and/or services from the Company, unless any change to those terms and conditions, policies or these Terms of Business is required to be made by law or government authority (in which case it may apply to orders previously placed by you).

20. GOVERNING LAW AND JURISDICTION

20.1 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 Gibraltar law.

20.2 All disputes arising out of or in connection with these Terms of Business shall be subject to the exclusive jurisdiction of the Gibraltar courts.

20.3 Disputes arising out of or in connection with this Agreement, when they cannot be resolved by negotiation, may, with the written agreement of the Parties, first be submitted to mediation.

21. DATA PROTECTION POLICY

21. The personal data collected through the Company and that the Company may need to process to provide you with our Services shall be processed in accordance with our Data Protection Policy, which can be found on our website <http://www.emsgib.com/> and also from us directly by emailing sales@emsgib.com, and in observance with any rule, law, and regulation as may be applicable to us from time to time when carrying out such processing. Our Data Protection Policy is updated from time to time for your benefit.

22. THE COMPANY'S CONTACT DETAILS

Electrical Marine Services Limited
Unit 6
The Boardwalk
Tradewinds
Ocean Village
Gibraltar
GX11 1AA

Telephone: 00350 225 00796

Email: Info@emsgib.com
Sales@emsgib.com

Goods ONLY

Electrical Marine Services Limited

1. OUR CONTRACT

1.1 In these Terms of Business:

1.1.1 'Applicable Laws on Consumer Rights' means all applicable laws, rules, regulations, instruments and provisions in force from time to time relating to consumer protection in Gibraltar.

1.1.2 'Company' means Electrical Marine Services Limited of Unit 6, The Boardwalk, Tradewinds, Ocean Village, Gibraltar, GX11 1AA being the party supplying the goods, as well as any authorised member, agent, employee or representative of the Company; includes "we and "our".

1.1.3 'Consumer' means an individual who is acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.

1.1.4 'Customer' means the party or parties with whom the Company agrees to supply the goods to and shall include the legal owner of any parent or associated company and/or firm, as well as any authorised member, agent, employee or representative of the Customer. In the event that the Company enters into an agreement with more than one party, the obligations of such other parties shall be joint and several, unless otherwise agreed in writing.

1.1.5 'Parties' means the Company and the Customer; each a Party and collectively the Parties.

1.1.6 'Order' means an offer by the Customer to the Company to buy the goods in the Customer's order and the Company accepting the Customer's offer to buy the goods once one of the below requirements is met.

1.1.6.i ONLINE SALES

When the Customer places an order to purchase goods from the Company online, the Company will send the Customer an e-mail confirming receipt of the Customer's order and containing the details of the Customer's order (the "Order Confirmation E-mail"). The Order Confirmation E-mail is an acknowledgement that the Company has received the Customer's offer to buy and does not confirm acceptance of the Customer's offer to buy the goods ordered. The Company only accepts the Customer's offer and concludes the contract of sale for the goods ordered by the Customer when the Company dispatches the goods to the Customer and sends e-mail confirmation to the Customer that the Company has dispatched the goods to the Customer (the "Dispatch Confirmation E-mail").

1.1.6.ii PHONE SALES

When the Customer places an order to purchase goods from the Company over the phone, the Company only accepts the Customer's offer and concludes the contract of sale for the goods ordered by the Customer when the Company dispatches the goods to the Customer and the Company has sent the Customer a Dispatch Confirmation E-mail in accordance with clause 1.1.6.i above.

1.1.6.iii EMAIL SALES

When the Customer places an order to purchase goods from the Company via email, the Company only accepts the Customer's offer and concludes the contract of sale for the goods ordered once the Company has sent the Customer a Dispatch Confirmation E-mail in accordance with clause 1.1.6.i above.

1.1.6.iv IN-STORE SALES

An in-store sale is defined as a sale that was made when the Customer was physically present in store at the time of sale. When the Customer places an order to purchase goods from the Company in-store, the Company only accepts the Customer's offer when full payment for the goods have been received in full.

2. RIGHT OF CANCELLATION

2.1.1.1 Unless one of the exceptions listed below applies, the Customer can cancel an Order without giving any reason within 14 days from the day on which the Customer or a third party indicated by the Customer for the purpose of delivery only (other than the carrier), receives the goods purchased (or last goods, lot or piece if it relates to goods or multiple lots or pieces delivered separately) or from the day of the conclusion of the contract being when title to the goods has passed to the Customer as described in clause 7.

2.1.1.2 The Customer must inform the Company of their decision to cancel the Order. The Customer may submit their request according to the instructions and forms sent with the Order. To meet the cancellation deadline, it is sufficient for the Customer to send their communication by email or in writing to the Company before the 14 days' cancellation period has expired and return the goods to the Company's registered

address at the Customer's sole cost and expense.

2.1.1.3 For additional information on the scope, content and instructions for the exercise, please contact the Company on 00350 225 00796 or sales@emsgib.com.

2.1.2 EFFECTS OF CANCELLATION

2.1.2.1 The Company will reimburse all payments received from the Customer for the goods purchased and will also reimburse the initial delivery charges for the least expensive type of delivery offered by the Company, no later than 14 days from the day on which the Company receives the Customer's returned Order. The Company will use the same means of payment as the Customer used for the initial transaction unless the Company and the Customer have expressly agreed otherwise. In any event, the Customer shall not incur any fees as a result of such reimbursement. The Company may withhold reimbursement until they have received the goods back or the Customer has supplied evidence of having sent back the goods, whichever is the earliest. If reimbursement occurs after the maximum time period mentioned above, the amount due to the Customer will as of right be increased.

2.1.2.2 Note that the Customer must send back the goods by following the instructions available on the Company's return form supplied with the Order or available online. The Customer will have to bear the direct cost of returning these goods, the Company will only reimburse the initial delivery charges for the least expensive item delivered by the Company. The Customer may be liable if the value of the goods returned diminishes due to the handling of the goods (except when it was necessary to establish the nature, characteristics and functioning of the goods).

2.1.3 EXCEPTIONS TO THE RIGHT OF CANCELLATION

2.1.3.1 The right of cancellation does not apply to:

The delivery of goods which are not suitable for return due to health protection or hygienic reasons if unsealed or used in any manner by the Customer after delivery, or which are, after delivery, inseparably mixed with other items; the supply of goods made to the Customer's specifications or clearly personalised; the supply of goods which may deteriorate or expire rapidly; orders for goods not stocked by the Company.

3. PRICING AND AVAILABILITY

3.1 The Company lists availability information for goods sold by the Company on their

website including on each goods information page. Beyond what the Company says on that page or otherwise on the website, the Company cannot be more specific about availability. If the Customer places an order via email, by phone or in-store the Company will communicate the availability of the goods either verbally or in writing. As the Company processes the Customer's order, the Company will inform the Customer by e-mail or phone as soon as possible if any of the goods the Customer has ordered turn out to be unavailable and the Customer will not be charged for those goods.

3.2 Please note that unless otherwise stated on the website, via email, phone or in person, delivery estimates are to be treated as just estimates. They are not guaranteed delivery times and should not be relied upon as such. Certain delivery options offered at checkout may not be available online to selected areas; please contact the Company prior to placing an order to confirm what delivery options are available in the Customer's area.

3.3 Despite the Company's best efforts, a small number of the goods in the Company's catalogue may be mispriced. The Company will verify pricing when processing the Customer's order. If the Company has made a mistake and the correct price for the goods is higher than the price on the website, the Company may either contact the Customer before dispatch to request whether the Customer wants to buy the goods at the correct price or cancel the order. If a goods correct price is lower than our stated price, the Company will charge the lower amount and send the Customer the goods.

4. GOODS INFORMATION

4.1 Unless expressly indicated otherwise, the Company is not the manufacturer of the goods sold. While the Company works to ensure that goods information the Company provides is correct, actual goods packaging and materials may contain more and different information to that on the Company's website or otherwise communicated. Ingredients may also change. All information about the goods on the Company's website or otherwise communicated is provided for information purposes only. The Company recommends that the Customer does not rely solely on the information presented on the Company's website or otherwise communicated. Please always read labels, warnings and directions provided with the goods before use.

4.2 The Company accepts no liability for inaccuracies or misstatements about goods by manufacturers or other third parties. This does not affect the Customer's statutory rights.

5. CUSTOMS

When ordering goods from the Company for delivery outside of Gibraltar the Customer may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by the Customer; the Company has no control over these charges. Customs policies vary widely from country to country, so the Customer should contact their local customs office for further information. Additionally, please note that when ordering from the Company, the Customer is considered the importer of record and must comply with all laws and regulations of the country in which the Customer is receiving the goods. The Customer's privacy is important to the Company and the Company would like our international Customers to be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

6. OUR LIABILITY

6.1 The Company and its affiliates shall not be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty or otherwise, for loss of contracts, loss of profits, loss of revenue, loss of business, increased costs, increased overheads, increased expenses, all indirect losses, all indirect costs, all or any consequential costs and all or any consequential losses.

6.2 Nothing in these Terms of Business limits or excludes our responsibility for fraudulent representations made by the Company or for death or personal injury caused by the Company's negligence or wilful misconduct.

6.3 The Company shall not be held responsible for any delay or failure to comply with the Company's obligations under these Terms of Business if the delay or failure arises from any cause which is beyond the Company's reasonable control.

7. TITLE AND RISK

7.1 Risk in all goods, equipment and materials supplied by the Company to the Customer shall pass to the Customer at the time of supply to the Customer of such goods, equipment and materials.

7.2 Title to all goods, equipment and materials supplied by the Company to the Customer shall not pass to the Customer until the Company has accepted the Customer's offer to buy (section 1.1.6) and the Company receives payment in full (in cash or cleared funds).

8. PAYMENT

8.1 Unless otherwise stated by the Company full payment is required with the Order.

8.2 All payments made via credit cards are subject to a 2% payment fee.

9. AMENDMENTS TO THE TERMS OF BUSINESS

The Company reserves the right to make changes to the Company's website, policies, and terms and conditions, including these Terms of Business at any time. The Customer will be subject to the terms and conditions, policies and Terms of Business in force at the time that the Customer orders goods from the Company, unless any change to those terms and conditions, policies or these Term of Business are required to be made by law or government authority (in which case it may apply to Orders previously placed by the Customer). If any of these Terms of Business is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining terms and conditions.

10. WAIVER

10.1 No failure by the Company to insist upon the strict performance of any covenant, duty, agreement or condition of these Terms of Business or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach of any other covenant, duty, agreement or condition.

11. ELIGIBILITY

11.1 To be eligible to purchase goods from the Company and lawfully enter into and form contracts, the Customer must;

- be 18 years of age or over; and
- register the Customer's real name, address, phone number, email address and any other details requested with the Company.

11.2 If a potential Customer is under 18, then such person should ask an adult to contract on their behalf.

11.3 By offering to purchase good(s), the Customer represents to the Company that the Customer is 18 years of age or over and authorises the Company to hold, process

and/or transmit such personal information (included updated information) in order to obtain certain information from third parties, including but not limited to, the Customer's debit or credit card numbers or credit reports to authenticate the Customer's identity, to validate the Customer's credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

12. FORCE MAJEURE

The Company shall have no liability for delays or failures in delivery or performance resulting from force majeure, including but not limited to, war, demands or requests of Government authorities, strikes, shortages of labour, fuel, power, raw materials, pandemics, late or defective performance or non-performance by suppliers, transportation disruptions, inability to ship or other causes, beyond our reasonable control.

13. THIRD PARTY RIGHTS

A person who is not a Party to these Terms of Business shall have no right to enforce any term of these Terms of Business.

14. GOVERNING LAW AND JURISDICTION

14.1 The Company's website is controlled and operated in Gibraltar.

14.2 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 Gibraltar law.

14.3 All disputes arising out of or in connection with these Terms of Business shall be subject to the exclusive jurisdiction of the Gibraltar courts.

14.4 Disputes arising out of or in connection with these Terms of Business, when they cannot be resolved by negotiation may, with the written agreement of the Parties, first be submitted to mediation.

15. CONSUMER RIGHTS

15.1 To the extent that these Terms of Business contradict with the Applicable Laws on Consumer Rights, the rights conferred on Consumer's under the Applicable Laws on Consumer Rights remain unaffected.

15.2 Advice on whether a Customer is a Consumer or is otherwise protected by some or

all of the Applicable Laws on Consumer Rights may be obtained from the Citizens Advice Bureau, the Office of Fair Trading or any firm of solicitors practising in Gibraltar.

16. DATA PROTECTION POLICY

16. The personal data collected through the Company and that the Company may need to process to provide you with Goods shall be processed in accordance with our Data Protection Policy, which can be found on our website <http://www.emsgib.com/> and also from us directly by emailing sales@emsgib.com, and in observance with any rule, law, and regulation as may be applicable to us from time to time when carrying out such processing. Our Data Protection Policy is updated from time to time for your benefit.

17. THE COMPANY'S CONTACT DETAILS

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GX11 1AA

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Email: info@emsgib.com
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