LOGAN MARINE LTD

GENERAL TERMS AND CONDITIONS OF SALE

PART I

DEFINITIONS, SCOPE OF APPLICATION, QUOTATIONS, ORDERS, PRICES, PAYMENT, TAXES, DELIVERY AND INCOTERMS®

Document Code: LM-GTCS-001
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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these General Terms and Conditions of Sale, the following terms shall have the meanings assigned to them below:

Agreement means these General Terms and Conditions of Sale together with any quotation, proforma invoice, sales confirmation, order acknowledgement or other written document issued by Logan Marine Ltd.

Buyer means the individual, company, ship owner, ship manager, operator, trader or other legal entity purchasing Goods or Services from the Seller.

Seller means Logan Marine Ltd, a company incorporated in England and Wales under Company Number 17321278.

Goods means any marine spare parts, machinery, equipment, assemblies, technical products, consumables, software, documentation or related items supplied by the Seller.

Services means procurement, sourcing, inspection, logistics coordination, technical support, documentation support or any other services provided by the Seller.

OEM means the Original Equipment Manufacturer of the Goods.

Purchase Order or **PO** means the Buyer's written order for Goods and/or Services.

Quotation means any written commercial offer issued by the Seller.

Incoterms® 2020 means the International Commercial Terms published by the International Chamber of Commerce (ICC).

Delivery Point means the place specified in the Purchase Order or otherwise agreed in writing.

Business Day means any day other than a Saturday, Sunday or public holiday in England.

1.2 Interpretation

Headings are inserted for convenience only and shall not affect interpretation.

References to statutes shall include amendments, re-enactments and subordinate legislation.

Words importing the singular include the plural and vice versa.

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2. APPLICATION OF THESE TERMS

2.1 Exclusive Application

These Terms and Conditions shall apply to all sales of Goods and Services by the Seller and shall prevail over any terms proposed by the Buyer.

2.2 Buyer's Terms Excluded

Any terms contained in the Buyer's purchase order, supplier registration form, procurement portal, standard conditions or other documents shall be rejected and shall not apply unless expressly accepted in writing by an authorised director of the Seller.

2.3 Entire Commercial Framework

These Terms form an integral part of every quotation, sales confirmation, proforma invoice and invoice issued by the Seller.

Acceptance of a quotation, issuance of a purchase order, payment of an invoice or acceptance of delivery shall constitute acceptance of these Terms.

2.4 Variations

No variation of these Terms shall be valid unless agreed in writing and signed by an authorised representative of the Seller.

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3. QUOTATIONS

3.1 Validity Period

Unless otherwise stated, all quotations shall remain valid for seven (7) calendar days from the date of issue.

3.2 Non-Binding Nature

A quotation shall not constitute a binding agreement and may be withdrawn or revised at any time prior to written acceptance by the Seller.

3.3 Price Revisions

The Seller reserves the right to revise quoted prices where:

- OEM prices change;
- freight costs increase;
- exchange rates fluctuate materially;
- customs duties or taxes change;
- force majeure circumstances arise.

3.4 Availability

All quotations are subject to stock availability and OEM confirmation.

The Seller shall not be liable if Goods become unavailable after issuance of a quotation.

3.5 Technical Information

Any drawings, descriptions, photographs, specifications or illustrations contained in quotations, catalogues or websites are for guidance purposes only and shall not form part of any contractual specification unless expressly agreed.

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4. ORDERS AND ACCEPTANCE

4.1 Purchase Orders

The Buyer shall submit clear and accurate purchase orders containing all relevant information including:

- vessel name;
- IMO number where applicable;

- part numbers;
- quantities;
- delivery location;
- requested delivery date.

4.2 Order Acceptance

No order shall become binding until accepted in writing by the Seller.

4.3 Right to Reject

The Seller reserves the right to reject any order without providing a reason.

4.4 Amendments

Any amendment requested after order confirmation shall require written approval from the Seller and may result in revised pricing or delivery schedules.

4.5 Special Procurement Items

Orders involving OEM procurement, custom manufacturing, non-stock items or special sourcing shall be deemed final upon acceptance and may not be cancelled without the Seller's written consent.

5. PRICES

5.1 Contract Price

The price payable shall be the price stated in the Seller's quotation, proforma invoice or sales confirmation.

5.2 Currency

Prices may be quoted and invoiced in:

- GBP
- EUR
- USD

unless otherwise agreed.

5.3 Exclusions

Unless expressly stated otherwise, prices exclude:

- VAT;
- withholding taxes;
- import duties;
- customs clearance charges;
- port fees;
- destination charges;
- local taxes.

5.4 Exchange Rate Protection

Where exchange rate fluctuations materially affect procurement costs, the Seller reserves the right to adjust pricing before shipment.

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6. PAYMENT TERMS

6.1 Standard Payment Terms

Unless otherwise agreed in writing:

- 100% advance payment shall apply to first-time customers;
- OEM orders;
- special procurement orders;
- custom manufactured products.

6.2 Credit Terms

Credit facilities may be granted solely at the Seller's discretion and may be withdrawn at any time.

6.3 Time of Payment

Time for payment shall be of the essence.

6.4 Cleared Funds

Payment shall be deemed received only when cleared funds are credited to the Seller's designated bank account.

6.5 Bank Charges

All bank charges, intermediary bank fees, correspondent bank fees and transfer costs shall be borne by the Buyer.

6.6 Late Payment

Interest shall accrue on overdue amounts at a rate equal to four percent (4%) above the Bank of England base rate.

Interest shall accrue daily until payment is received in full.

6.7 Suspension Rights

The Seller may suspend deliveries, services or future quotations where any payment remains outstanding.

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7. TAXES, DUTIES AND COMPLIANCE CHARGES

7.1 Buyer Responsibility

The Buyer shall be solely responsible for:

- VAT;
- GST;
- withholding taxes;
- customs duties;
- import taxes;
- port charges;
- customs broker fees.

7.2 Tax Gross-Up

Payments shall be made without deduction.

Where a deduction is required by law, the Buyer shall increase payment so that the Seller receives the full invoiced amount.

7.3 Customs Documentation

The Seller shall provide standard export documentation only.

Any additional certificates, legalization, embassy documentation or special compliance documents requested by the Buyer may be charged separately.

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8. DELIVERY

8.1 Delivery Dates

Any delivery dates communicated by the Seller are estimates only.

Time shall not be of the essence regarding delivery.

8.2 Delays

The Seller shall not be liable for delays caused by:

- OEM production schedules;
- freight forwarders;
- shipping lines;
- airlines;
- customs authorities;
- port congestion;
- weather conditions;
- governmental actions.

8.3 Partial Deliveries

The Seller may deliver Goods in instalments.

Each instalment shall constitute a separate contractual obligation.

8.4 Storage Charges

Where shipment is delayed due to the Buyer, the Seller may charge reasonable storage, handling and administration costs.

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9. INCOTERMS® 2020

9.1 General Rule

All deliveries shall be governed by Incoterms® 2020 as published by the International Chamber of Commerce (ICC).

9.2 Agreed Incoterm

The applicable Incoterm shall be stated in the quotation, proforma invoice or sales confirmation.

9.3 Transfer of Risk

Risk shall pass in accordance with the agreed Incoterm.

9.4 Export and Import Responsibilities

Responsibilities relating to:

- export clearance;
- import clearance;
- duties;
- taxes;
- insurance;
- freight;

shall be allocated in accordance with the applicable Incoterm.

9.5 No Implied Obligations

The Seller shall have no obligations beyond those expressly imposed by the agreed Incoterm and these Terms.

END OF PART I

LOGAN MARINE LTD

GENERAL TERMS AND CONDITIONS OF SALE

PART II

WARRANTY, INSPECTION, RETURNS, CANCELLATION, RISK, TITLE AND LIMITATION OF LIABILITY

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10. INSPECTION AND ACCEPTANCE

10.1 Inspection upon Delivery

The Buyer shall inspect all Goods immediately upon delivery and, in any event, no later than five (5) Business Days following receipt of the Goods.

The Buyer shall verify, without limitation:

- quantities;
- packaging condition;
- visible damage;
- identification markings;
- part numbers;
- accompanying documentation;
- compliance with the Purchase Order.

10.2 Transit Damage

Any visible damage occurring during transportation shall be:

- clearly noted on the carrier's delivery receipt; and
- reported to both the carrier and the Seller in writing within forty-eight (48) hours after delivery.

Failure to comply with this requirement may invalidate any claim relating to transportation damage.

10.3 Notification of Defects

Any shortage, incorrect delivery, manufacturing defect or non-conformity shall be notified to the Seller in writing within seven (7) Business Days after discovery.

Such notification shall include:

- Purchase Order number;
- Invoice number;
- Vessel name (where applicable);
- photographs;
- technical description of the issue;
- supporting evidence.

10.4 Deemed Acceptance

The Goods shall be deemed accepted where:

- no written notice is received within the applicable inspection period;
- the Goods are installed;
- the Goods are commissioned;
- the Goods are modified;
- the Goods are incorporated into other equipment;
- the Goods are resold or otherwise used.

Following acceptance, the Buyer shall not reject the Goods except to the extent permitted under the warranty provisions contained herein.

11. WARRANTY

11.1 Scope of Warranty

Unless expressly agreed otherwise in writing, the Seller does not manufacture the Goods and supplies them in its capacity as an independent distributor, procurement company or supplier.

The Seller shall transfer to the Buyer the benefit of any transferable warranty provided by the relevant OEM or manufacturer.

11.2 Seller's Warranty

Subject to the provisions of these Terms, the Seller warrants that at the time of delivery the Goods shall:

- correspond substantially with their agreed specification;
- be free from material defects in workmanship; and
- be supplied in accordance with commercially reasonable industry standards.

11.3 Warranty Period

Where no OEM warranty period is specified, any claim under the Seller's warranty shall be made within twelve (3) months from the date of delivery.

Any longer warranty period shall apply only where expressly confirmed in writing.

11.4 Conditions Precedent

The Seller shall have no liability unless:

- the Buyer provides timely written notice;
- the Buyer preserves the Goods for inspection;
- the Seller is given reasonable access for examination;
- all requested technical information is supplied.

11.5 Seller's Remedies

Where a valid warranty claim is established, the Seller may, at its sole discretion:

- repair the Goods;
- replace the Goods;
- replace defective components;
- issue a credit note;
- refund the purchase price paid for the affected Goods.

The foregoing remedies shall constitute the Buyer's exclusive remedies.

12. WARRANTY EXCLUSIONS

The Seller shall have no responsibility where any defect results from:

- incorrect installation;
- improper commissioning;
- misuse;
- neglect;
- abuse;
- accident;
- corrosion;
- contamination;
- overheating;
- overloading;
- improper storage;
- inadequate maintenance;
- unauthorized repair;
- unauthorized modification;
- use of non-approved spare parts;
- use outside manufacturer's recommendations;
- normal wear and tear.

The warranty shall also be void where:

- identification plates have been removed;
- serial numbers have been altered;
- Goods have been dismantled without authorization;
- technical instructions have not been followed.

Software supplied with the Goods shall be subject solely to the applicable OEM licence terms.

13. RETURNS

13.1 Return Merchandise Authorization (RMA)

No Goods may be returned without the Seller's prior written Return Merchandise Authorization (RMA).

Any unauthorized return may be refused.

13.2 Return Conditions

Authorized returns shall:

- be unused;
- remain in original packaging;
- include all documentation;
- include the original identification labels;
- be adequately protected during transportation.

13.3 Non-Returnable Goods

Unless defective under warranty, the following Goods shall not be accepted for return:

- OEM special procurement items;
- custom manufactured Goods;
- made-to-order Goods;
- obsolete parts;
- discontinued products;
- electrical components;
- electronic modules;
- software;
- calibrated instruments;
- hazardous materials;
- used Goods.

13.4 Return Costs

Unless otherwise agreed or where a warranty claim is accepted, the Buyer shall bear:

- transportation costs;
- insurance;
- customs charges;
- duties;

- handling charges.

13.5 Inspection of Returned Goods

Returned Goods shall be inspected by the Seller or the OEM.

The Seller's technical findings shall determine whether the warranty claim is valid.

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14. ORDER CANCELLATION

14.1 General

No confirmed order may be cancelled without the Seller's prior written consent.

14.2 Cancellation Charges

Where cancellation is accepted, the Buyer shall reimburse the Seller for:

- procurement costs;
- supplier cancellation charges;
- engineering costs;
- inspection costs;
- logistics costs;
- administrative expenses;
- storage charges;
- any other direct losses incurred.

14.3 OEM Orders

Orders placed with OEM manufacturers shall generally be non-cancellable and non-refundable.

14.4 Custom Products

Goods manufactured specifically for the Buyer or a particular vessel shall not be cancelled after production has commenced.

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15. RISK AND TITLE

15.1 Passing of Risk

Risk shall pass from the Seller to the Buyer in accordance with the applicable Incoterms® 2020 rule stated in the relevant quotation or sales confirmation.

15.2 Storage after Notice

Where the Buyer fails to take delivery after notification that the Goods are ready for dispatch, risk shall pass to the Buyer from the date on which delivery ought reasonably to have occurred.

15.3 Retention of Title

Legal and beneficial ownership of the Goods shall remain vested in the Seller until:

- all invoices relating to the Goods have been paid in full;
- all outstanding debts owed by the Buyer have been settled;
- cleared funds have been received.

15.4 Buyer's Obligations

Until title passes, the Buyer shall:

- store the Goods separately;
- clearly identify the Goods as property of the Seller;
- maintain appropriate insurance;
- not remove identification marks;
- not pledge or charge the Goods as security.

15.5 Repossession

Where payment remains outstanding, the Seller may enter any premises where the Goods are believed to be located for the purpose of recovering them, to the extent permitted by applicable law.

16. LIMITATION OF LIABILITY

16.1 General

Nothing contained in these Terms shall exclude liability where such exclusion would be unlawful.

16.2 Excluded Losses

To the fullest extent permitted by law, the Seller shall not be liable for:

- loss of profit;
- loss of revenue;
- loss of business;
- loss of charter;
- loss of hire;
- vessel detention;
- off-hire claims;
- demurrage;
- deviation costs;
- dry-docking expenses;
- substitute vessel costs;
- loss of production;
- contractual penalties;
- reputational damage;
- loss of goodwill;
- indirect loss;
- consequential loss;
- special damages;
- punitive damages.

Whether arising in contract, tort, negligence, statute or otherwise.

16.3 Maximum Liability

Subject to Clause 16.1, the Seller's total aggregate liability arising out of or in connection with any Agreement shall not exceed the total amount actually paid by the Buyer for the Goods giving rise to the claim.

16.4 Time Limitation

No legal proceedings shall be commenced against the Seller more than twelve (12) months after the date on which the cause of action first arose.

16.5 Mitigation

The Buyer shall take all reasonable steps to mitigate any loss or damage and shall not recover losses which could reasonably have been avoided.

16.6 Third-Party Claims

The Seller shall not be liable for claims brought by:

- vessel owners;
- charterers;
- cargo interests;
- classification societies;
- insurers;
- port authorities;
- governmental agencies;
- subcontractors;

except where liability cannot lawfully be excluded.

16.7 Exclusive Remedies

The remedies expressly provided in these Terms constitute the Buyer's sole and exclusive remedies against the Seller.

END OF PART II

LOGAN MARINE LTD

GENERAL TERMS AND CONDITIONS OF SALE

PART III

EXPORT CONTROL, SANCTIONS COMPLIANCE, ANTI-BRIBERY, AML/KYC, DATA PROTECTION, INTELLECTUAL PROPERTY AND SOFTWARE

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17. EXPORT CONTROL AND TRADE COMPLIANCE

17.1 Compliance with Export Laws

The Buyer shall comply with all applicable export control, customs, trade compliance and re-export regulations applicable to the Goods, Services and related technical documentation supplied by the Seller.

Such compliance shall include, without limitation, the laws and regulations of:

- the United Kingdom;
- the European Union;
- the United States of America;
- the United Nations;
- and any other jurisdiction having authority over the transaction.

17.2 Export Licences

Where an export licence, import licence, governmental approval or other authorization is required, the Buyer shall obtain such approval unless expressly agreed otherwise in writing.

The Seller shall have no liability for delays arising from governmental licensing procedures.

17.3 Re-Export Restrictions

The Buyer shall not directly or indirectly export, re-export, transfer, sell or otherwise supply the Goods to any destination, entity or individual where such action would violate applicable export control laws.

17.4 End Use

The Buyer warrants that the Goods shall not knowingly be used:

- for nuclear weapons activities;
- for chemical weapons programmes;
- for biological weapons programmes;
- for missile technology programmes;

- for military purposes where prohibited by law;
- in support of terrorism;
- for any unlawful activity.

17.5 End User Verification

Upon request, the Buyer shall provide satisfactory information regarding:

- the end user;
- the vessel;
- the country of final destination;
- the intended use of the Goods.

Failure to provide such information may result in suspension or cancellation of the order.

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18. SANCTIONS COMPLIANCE

18.1 Sanctions Regulations

The Buyer represents and warrants that neither it nor, to the best of its knowledge, any affiliated company, beneficial owner, director or controlling person is subject to economic or financial sanctions imposed by:

- HM Treasury (OFSI);
- the United Nations Security Council;
- the European Union;
- the United States Office of Foreign Assets Control (OFAC);
- or any other applicable sanctions authority.

18.2 Restricted Countries and Territories

The Buyer shall not request delivery to any country or territory subject to comprehensive trade sanctions where the transaction would be unlawful.

18.3 Refusal of Performance

The Seller reserves the absolute right to refuse, suspend or terminate any transaction where it reasonably believes that performance may expose the Seller to sanctions risk or regulatory liability.

The Seller shall not incur liability for any loss arising from such refusal.

18.4 Screening

The Seller may conduct sanctions screening of:

- Buyers;
- end users;
- vessels;
- beneficial owners;
- banks;
- freight forwarders;
- intermediaries.

The Buyer agrees to cooperate fully with such screening.

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19. ANTI-BRIBERY AND ANTI-CORRUPTION

19.1 Compliance

Each Party shall comply with all applicable anti-bribery and anti-corruption legislation including, without limitation:

- the UK Bribery Act 2010;
- the US Foreign Corrupt Practices Act (FCPA), where applicable;
- any equivalent legislation applicable in the relevant jurisdiction.

19.2 Prohibited Conduct

Neither Party shall:

- offer;
- promise;
- authorize;
- request;
- receive;
- or accept

any improper financial or other advantage intended to influence a business decision.

19.3 Third Parties

The Buyer shall ensure that its employees, consultants, agents, subcontractors and representatives comply with this Clause.

19.4 Termination

Any breach of this Clause shall constitute a material breach entitling the Seller to terminate the Agreement immediately.

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20. ANTI-MONEY LAUNDERING (AML) AND KNOW YOUR CUSTOMER (KYC)

20.1 Compliance Programme

The Seller maintains internal compliance procedures intended to prevent money laundering, terrorist financing and financial crime.

20.2 Customer Due Diligence

The Buyer shall provide, upon request:

- company registration documents;
- beneficial ownership information;
- proof of business address;
- identification documents;
- tax registration details;
- banking information;
- end-user declarations.

20.3 Verification

The Seller may verify any information provided using independent commercial databases or publicly available sources.

20.4 Suspension

The Seller may suspend any transaction until satisfactory compliance verification has been completed.

20.5 Reporting

Nothing in these Terms shall prevent the Seller from making disclosures required by applicable law to competent authorities.

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21. DATA PROTECTION

21.1 Applicable Legislation

The Parties shall comply with all applicable data protection legislation including:

- UK GDPR;
- Data Protection Act 2018;
- applicable European data protection legislation where relevant.

21.2 Processing

Personal data shall be processed only for legitimate business purposes including:

- quotations;
- order processing;
- invoicing;
- logistics;
- compliance;
- warranty administration;
- customer support.

21.3 Security

Each Party shall implement appropriate technical and organizational measures to protect personal data against:

- unauthorized access;
- accidental loss;
- destruction;
- disclosure;
- alteration.

21.4 Disclosure

Personal information may be shared with:

- freight forwarders;
- customs brokers;
- insurers;
- financial institutions;
- OEM manufacturers;
- governmental authorities,

where reasonably necessary for performance of the Agreement or compliance with law.

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22. CONFIDENTIALITY

22.1 Confidential Information

Each Party shall treat as confidential all commercial and technical information obtained from the other Party including:

- quotations;
- pricing;
- supplier identities;
- engineering drawings;
- technical specifications;
- procurement methods;
- commercial strategies.

22.2 Non-Disclosure

Confidential information shall not be disclosed to any third party except:

- professional advisers;
- auditors;
- insurers;
- financing institutions;
- governmental authorities where legally required.

22.3 Exceptions

The obligations contained herein shall not apply to information which:

- is publicly available;
- was already lawfully known;
- is independently developed;
- must be disclosed by law.

22.4 Survival

This Clause shall survive termination of the Agreement for five (5) years.

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23. INTELLECTUAL PROPERTY RIGHTS

23.1 Ownership

All intellectual property rights relating to the Goods, Software, catalogues, manuals, drawings, documentation and technical materials shall remain vested in the Seller, the OEM or the relevant rights holder.

23.2 No Licence

Except as expressly provided, no licence is granted to the Buyer under any patent, copyright, trademark, design right or other intellectual property right.

23.3 Restrictions

The Buyer shall not:

- reproduce;
- modify;
- distribute;
- publish;
- reverse engineer;
- translate;
- decompile;
- commercially exploit

any protected material without prior written consent.

23.4 Trade Marks

Nothing contained in these Terms authorizes the Buyer to use the Seller's trade name, logo or trademarks without prior written approval.

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24. SOFTWARE

24.1 OEM Software

Software incorporated into the Goods shall remain subject to the licence terms of the applicable OEM.

24.2 Licence Restrictions

Unless expressly permitted, the Buyer shall not:

- copy software;
- modify software;
- reverse engineer software;
- create derivative works;
- remove copyright notices;
- circumvent security features.

24.3 Updates

The Seller shall have no obligation to provide software updates unless expressly agreed in writing.

24.4 Third-Party Software

Third-party software supplied with the Goods may be governed by separate licence agreements issued by the software owner.

24.5 Disclaimer

The Seller does not warrant that software shall operate without interruption or be entirely free from defects.

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25. CYBER SECURITY

25.1 Electronic Security

Each Party shall implement commercially reasonable cybersecurity measures to protect electronic communications relating to the Agreement.

25.2 Payment Instructions

The Buyer shall independently verify any notification regarding changes to the Seller's bank account details.

The Seller shall not be liable for losses arising from fraudulent payment instructions resulting from cybercrime affecting the Buyer.

25.3 Electronic Fraud

The Buyer shall immediately notify the Seller of any suspected fraudulent communication relating to quotations, invoices or payment requests.

END OF PART III

LOGAN MARINE LTD

GENERAL TERMS AND CONDITIONS OF SALE

PART IV

GOVERNING LAW, DISPUTE RESOLUTION, GENERAL PROVISIONS, REVISION HISTORY AND APPROVAL

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26. FORCE MAJEURE

26.1 Force Majeure Events

The Seller shall not be liable for any delay, failure or inability to perform any obligation where such delay or failure results from events beyond its reasonable control, including but not limited to:

- acts of God;
- earthquake;

- flood;
- fire;
- epidemic or pandemic;
- war;
- armed conflict;
- civil unrest;
- terrorism;
- piracy;
- governmental action;
- sanctions;
- embargoes;
- export restrictions;
- strikes;
- lockouts;
- labour shortages;
- shortages of raw materials;
- energy shortages;
- cyber attacks;
- failure of telecommunications;
- port congestion;
- vessel delays;
- customs inspections;
- carrier failures;
- delays by OEM manufacturers.

26.2 Notification

The affected Party shall notify the other Party as soon as reasonably practicable after becoming aware of the Force Majeure Event.

26.3 Suspension of Obligations

Performance of the affected obligations shall be suspended for the duration of the Force Majeure Event.

26.4 Extended Force Majeure

Where a Force Majeure Event continues for more than ninety (90) consecutive days, either Party may terminate the affected Agreement by written notice without liability, except for obligations accrued prior to termination.

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27. ELECTRONIC COMMUNICATIONS

27.1 Valid Communications

The Parties acknowledge that communications transmitted by:

- electronic mail (e-mail);
- electronic procurement portals;
- PDF documents;
- electronic purchase orders;
- scanned signed documents;
- secure electronic signature platforms;

shall constitute valid commercial communications.

27.2 Electronic Signatures

Electronic signatures shall have the same legal effect as handwritten signatures to the extent permitted by applicable law.

27.3 Banking Instructions

No change to the Seller's banking details shall be relied upon unless separately verified through an independent communication channel.

The Buyer bears responsibility for verifying payment instructions before transferring funds.

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28. ASSIGNMENT

28.1 Buyer's Assignment

The Buyer shall not assign, transfer, subcontract or otherwise dispose of any rights or obligations arising under the Agreement without the Seller's prior written consent.

28.2 Seller's Assignment

The Seller may assign or transfer its rights and obligations to any affiliated company, successor or purchaser of its business without the Buyer's consent.

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29. NO PARTNERSHIP

Nothing contained in these Terms shall create:

- a partnership;
- a joint venture;
- an agency relationship;
- a fiduciary relationship;
- an employment relationship

between the Parties.

Neither Party shall have authority to bind the other Party except where expressly agreed in writing.

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30. WAIVER

Failure or delay by either Party to exercise any right shall not constitute a waiver of that right.

Any waiver shall be effective only if made expressly in writing.

A waiver relating to one breach shall not constitute a waiver of any subsequent breach.

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31. SEVERABILITY

If any provision of these Terms is held by a court or competent authority to be illegal, invalid or unenforceable, such provision shall be deemed severed.

The remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.

The Parties shall negotiate in good faith to replace the invalid provision with a lawful provision reflecting the original commercial intent.

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32. ENTIRE AGREEMENT

These General Terms and Conditions, together with the applicable quotation, sales confirmation, Purchase Order accepted by the Seller and any written amendments, constitute the entire agreement between the Parties.

The Buyer acknowledges that it has not relied upon any statement, representation or warranty not expressly contained within the Agreement.

Any prior negotiations, correspondence, discussions or understandings are superseded by these Terms.

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33. SURVIVAL

The following provisions shall survive termination or expiration of the Agreement:

- Payment obligations;
- Warranty obligations;
- Confidentiality;
- Intellectual Property Rights;
- Software Licence;
- Limitation of Liability;
- Export Control;
- Sanctions Compliance;
- Anti-Bribery;
- AML/KYC;
- Data Protection;
- Governing Law;
- Dispute Resolution.

Survival shall continue for the period required by applicable law or, where no statutory period applies, for five (5) years after termination.

34. NOTICES

34.1 Written Notices

All notices under the Agreement shall be in writing.

Notices may be delivered by:

- registered post;
- recognised international courier;
- electronic mail.

34.2 Seller's Contact Details

Logan Marine Ltd
71–75 Shelton Street
Covent Garden
London WC2H 9JQ
United Kingdom

E-mail: info@loganmarine.co.uk

A notice sent by electronic mail shall be deemed received on the next Business Day following successful transmission, unless proven otherwise.

35. GOVERNING LAW

These Terms and any dispute arising out of or in connection with them shall be governed exclusively by the laws of England and Wales.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply unless expressly agreed in writing.

36. DISPUTE RESOLUTION

36.1 Good Faith Negotiation

The Parties shall first attempt to resolve any dispute through good faith negotiations between senior management representatives.

36.2 Mediation

If the dispute cannot be resolved within thirty (30) days, either Party may propose mediation administered by a recognised mediation provider in England.

Participation in mediation shall not prejudice either Party's legal rights.

36.3 Exclusive Jurisdiction

Subject to Clause 36.2, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement.

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37. COMPLIANCE WITH APPLICABLE LAW

Each Party shall comply with all applicable:

- laws;
- regulations;
- governmental orders;
- export regulations;
- customs requirements;
- environmental regulations;
- maritime regulations;

relevant to the performance of the Agreement.

Failure by the Buyer to comply with applicable laws shall constitute a material breach of the Agreement.

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38. DOCUMENT CONTROL

Item	Description
Document Title	General Terms and Conditions of Sale

Item	Description
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Review Period	Every 12 Months

39. REVISION HISTORY

Version	Date	Description	Approved By
1.0	05 July 2026	Initial Issue	Director
2.0	14 July 2026	Enterprise Legal Revision	Director

40. APPROVAL

These General Terms and Conditions of Sale are approved for use by Logan Marine Ltd and shall apply to all quotations, sales confirmations, proforma invoices, invoices and contracts unless otherwise agreed in writing.

AUTHORIZED FOR AND ON BEHALF OF

LOGAN MARINE LTD

Company Number: **17321278**

Registered Office:

71–75 Shelton Street

Covent Garden

London WC2H 9JQ

United Kingdom

Approved By

Name: _____

Title: Director

Signature: _____

Date: _____

END OF GENERAL TERMS AND CONDITIONS OF SALE

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