

STANDARD TERMS & CONDITIONS OF SERVICE DELIVERY (1/2014)

1. Definitions

SQE : SQE Marine and affiliate companies (SQE Group)

WQA : Written Quotation or Agreement, document binding SQE group to deliver service or product

TEC : Standard Terms and Conditions, this document

CLIENT: The party to whom SQE has agreed to provide Services or Products under a WQA

2. Scope

SQE is an independent organisation of experts. The kind and scope of services rendered by SQE are based on a WQA with the Client.

3. Written Quotations or Agreements (WQA)

All Services/ products supplied by SQE shall be subject to a WQA and these TEC. Verbal offerings are NOT valid

4. Application of the TEC

Current TEC apply to all Services and Products supplied or marketed by SQE in any way. Any variations to these TEC must be confirmed by SQE in writing. Doing business with SQE implies FULL ACCEPTANCE of current TEC.

5. WQA Validity

Any WQA issued by SQE is valid for acceptance for a period of 30 days. Prices are binding to SQE for all accepted WQAs for a period up to the end of calendar year and in line with SQE' Annual Pricing Policy.

6. Additional Fees

The provision of any service not directly specified in a WQA shall be charged in addition to the WQA fees or as otherwise agreed in advance with the Client.

7. Deliveries

All information, drawings, manuals, CDs, etc. required for performance of the functions and activities of SQE must be made available in due time by the client to SQE Office.

8. Travelling / Visiting Time and Expenses

Client is responsible to cover all travelling, accommodation and visiting expenses for all transportation done on his behalf. Man days calculated from SQE base with a minimum fraction of ½ day. Client shall be liable for the coverage and compensation of any expense, personnel injury, accident or any other loss related directly or indirectly to SQE staff.

9. Meeting, Inspection or Audit Notice

Advance notice of 48 hours is required in order to attend an inspection, audit or meeting with Client.

10. Payment of Invoices

Client shall pay all amounts in accordance with WQA in due time without any deduction, withholding or set-off and free of bank charges. All payments are due within 30 days from invoicing unless otherwise specified. SQE reserves the right to apply additional charges in case of pay delay in accordance with EU laws and regulations as may be applicable.

11. Client Discounts on Official Prices

Clients are eligible for discounts on prices posted to the web or other brochures in line with SQE' Client Service Policy mainly due to historical purchasing record.

12. Confidentiality and Intellectual Property

SQE and the Client should maintain full confidentiality with respect to all documents and all other kind of information exchanged in connection with the project or services rendered to the client. Documents and information can only be made available to 3rd parties to SQE consent. All SQE deliverables to the Client shall be given for his own use without the right to resell them or use them for commercial purposes. All Intellectual Property rights incl. copyright arising from or in connection with services rendered shall belong to SQE.

13. Warranty and Limitation of Liability

1. SQE ensures that all Products and Services will be provided using reasonable skill as specified in WQA or other relevant brochure/marketing literature.
2. Liability of SQE for defects as to quality shall in the context of a WQA for work and services be limited to remedying such defects.
3. SQE shall not be liable to the Client or be deemed to be in breach of the WQA by reason of any delay in performing or any failure to perform due to any cause beyond its reasonable control.
4. Claims of the client for defects as to quality shall become time barred six (6) months after acceptance by the client of SQE deliverables/obligations

14. Termination

SQE or Client may at any time terminate any WQA by giving a 30 day written notice to the other with the following notices :

1. In case termination is initiated by the Client, without proven default or poor performance of SQE a cancellation fee of 30% of the remaining balance should be paid to SQE.
2. SQE reserves the right to terminate a project the duration of which has exceeded the twice time that initially agreed in WQA. In any case all provisions of current TEC apply at all times after termination.

15. Performance - Jurisdiction - Governing Law

The place of performance for all obligations resulting from or in connection with the respective order is Piraeus, Greece, unless otherwise provided in writing between SQE and the client.

16. General

1. In the event of individual provisions of a WQA or of these TEC being or becoming partly or as a whole ineffective, this will not affect the effectiveness of the remaining conditions.
2. Any failure by SQE to insist upon strict performance of these TEC shall not be deemed a waiver of any SQE's rights or remedies nor be deemed as a waiver of any subsequent default by the Client.