

Elcon Marine Terms and Conditions

Warranty.

Elcon Marine will replace or repair any defective goods free of charge, that are shown to be defective within a 12 month period from despatch from *Elcon Marine's* place of business. All Warranty repairs are on a back to base basis. Written confirmation of the faults or defects of any Product must be received when the Customer returns the goods. A full inspection of the goods is undertaken upon receipt and the findings noted. If the failure or defect is found to be due to improper use, mistreatment or malicious damage the Customer shall be liable for the full cost of any authorised repairs.

If title has not passed between the two companies the same terms apply. No credits or refunds can be offered for goods failing during warranty.

Elcon Marine reserves the right to issue advance replacements of any comparable Product in the event of any failure or reported defect. If the defective Product is not returned within 30 days of despatch of the advance replacement *Elcon Marine* reserve the right to issue an invoice, including carriage, for the advance replacement.

Elcon Marine accepts no liability for loss, damage or any other incurred costs as a result of Product failure, defect or malfunction. *Elcon Marine* cannot answer requests for site visits to view Products with warranty claims.

This warranty shall be in lieu of any warranty or condition implied by law as to the quality or fitness of any particular purpose of the Products except any implied by law, which by law cannot be excluded. All warranty repairs are covered by the "return/repairs procedure" a copy of which is available on request.

Warranty exclusions and additions for specific items are detailed in the Product's manual.

Extent of Liability

Elcon Marine cannot be held liable for any loss, damage and expenses or any other incurred cost as a result of advice given or information received. This information includes printed data sheets quotations or verbal communications from any *Elcon Marine* staff member or representative.

Elcon Marine accept no liability for its Products being unsuitable for purpose, and as such indemnify themselves for any claims as a result of losses resulting from Products not being suitable for purpose. *Elcon Marine* are indemnified against any subsequent loss the Customer as a result of Product failure.

Elcon Marine is indemnified against any subsequent loss of incurred by the Customer as a result of late or failed delivery.

Payment

Payment for goods can be made by three different methods.

Account

Credit terms are offered to Customers or potential Customer, subject to satisfactory references. Payment is due 30 days from date of invoice. Failure to meet these terms could result in the account being placed on hold with no further orders processed and no more deliveries made until payment is received. Payments should be made via cheque or postal orders made out to *Elcon Marine*.

Payment can also be made via electronic transfer into *Elcon Marine's* bank account, details of, which are available from *Elcon Marine's* accounts department.

Cash on Collection

Customers, or their agents, may collect Products and pay either by cash, cheque or postal order prior to the goods being taken.

Pro - Forma

Elcon Marine reserves the right to issue pro-forma invoices where credit terms cannot be offered. Goods will not be released from *Elcon Marine* possession until payment has been received for the full invoice amount. *Elcon Marine* reserve the right not to process orders for Product on pro-forma sale basis, until payment has been received in full. Pro-forma invoices can only be satisfied with cleared funds in the event of payment being by cheque.

Elcon Marine reserves the right to pass on all incurred charges as a result of returned cheques to the Customer. *Elcon Marine* does not accept post-dated cheques. Only standard Products (i.e. those described in the *Elcon Marine* price list) can be sold on a pro-forma or cash on collection basis. *Elcon Marine* offers no discount for prompt payment.

Returns

All return and repairs are handled according to the *Elcon Marine* Return/Repair procedure. A copy is available upon request.

All goods returned for credit are subject to a handling charge and are at the discretion of the directors.

Order cancellation

Orders accepted for Products up to a net value of 5000 Euro are subject to the following scale of cancellation charges.

1 month prior to delivery date: zero

2 weeks prior to delivery date: 10%

1 week prior to delivery date: 20%

Less than 1 week prior to delivery date: 50%

Orders in excess of 5000 Euro net value can only be cancelled at the discretion of the directors of *Elcon Marine*.

Orders accepted for Products not detailed in the *Elcon Marine* price list cannot be cancelled.

Repairs

Elcon Marine has a full document Return/Repair procedure that is available on request.

Customers can take advantage of the repair service for Products out of warranty. This service is on a 'back to base' basis full details are available by contacting our technical sales department.

All repairs carried out under warranty will be completed and ready for despatch within 48 hours of receipt, subject to the availability of parts. Repair charges are subject to VAT at the standard rate. Country of Origin

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Unless clearly stated all Products are manufactured in the Denmark

Force Majeure

If *Elcon Marine* is prevented from completing any contract due to circumstances beyond their control or the actions of any third party, *Elcon Marine* may at their discretion cancel part or all of a contract. *Elcon Marine* cannot subsequently be held responsible for any consequential loss suffered by another party as a result of the cancellation.

Elcon Marine will endeavour to deliver back orders by required dates, however, *Elcon Marine* accept no liability for delays in deliver.

Governing Law

All binding contracts between *Elcon Marine* and Customers shall be governed and interpreted in accordance with Danish Law. *Elcon Marine* reserves the right to enforce any contract in any court of competent jurisdiction.

Definitions

Elcon Marine, a company having it's registered office at Odense Denmark
Ridderhatten 124, DK5220 Odense SOE, Denmark.

"Customer" Any company, organisation, individual or similar entering into a contract to buy goods or services from *Elcon Marine*.

"Product" Goods described and detailed in the *Elcon Marine* price.

General

All transactions relating to the sale of goods and or services by *Elcon Marine* to any other party will be covered by these terms. The Customer agrees to waive any other terms and conditions that may be deemed appropriate, the placing of an order shall be deemed as acceptance of this clause.

These terms and conditions supersede all previous issues and revisions.

Every effort will be made to ensure that each Customer has received and read a copy of this document, however, knowledge must be assumed.

All descriptions and illustrations given in *Elcon Marine* promotional or technical publications are only intended to give general overviews of the Products and services available. Nothing contained in any of these publications shall form any part of the contract between *Elcon Marine* and the Customer.

Pricing

All prices quoted in price lists and quotations are 'Net Trade' and exclude value-added tax at the applicable rate at the time of despatch. *Elcon Marine* reserves the right to alter pricing without prior notice at any time before despatch.

Elcon Marine has no policy for the periodical issue of new, updated price lists. New price lists are issued when the level of Product changes deem necessary or when price changes are necessary to re-address dramatic cost changes.

All prices quoted in price lists and quotations are ex-works.

All prices are quoted in Danish kr. or in Euro €. Price lists and quotations are available Danish kr. or in Euro €. The exchange rate will be shown on the document detailing the fluctuation limits.

Ordering

Orders may be placed verbally, in writing, by fax or any other suitable electronic media, i.e. e-mail.

Elcon Marine will execute the order as per the Customer's order instructions. *Elcon Marine* cannot be expected to interpret the requirements of the Customer. The sales department can aid with the selection of compatible equipment if there is any doubt prior to order.

Written confirmation of verbal requirements is not required.

Should a written order deviate in detail from what is accurate or correct, in terms of price or availability, then *Elcon Marine* reserve the right to issue an order acknowledgement. After this order acknowledgement has been issued the order will be processed according to the details on it. Failure for the Customer to act upon any inaccuracies on the order acknowledgement will indemnify *Elcon Marine* from any further action.

Elcon Marine reserves the right not to trade with any Company or person.

Delivery

Elcon Marine will endeavour to provide delivery on the best available method. This method may not be the cheapest method, as criteria such as delivery performance, record of lost and damaged parcels and availability of proof of delivery are taken into consideration when nominating a courier.

Customers deciding to collect the goods in person or using their nominated courier must give advance notice and must complete the collection by 3.00pm Monday to Friday.

Unless prior notice is received, in writing, no consideration can be given to specific delivery requirements such as opening times of "goods in" departments. If specific requirements are given these must be received by *Elcon Marine* at least 7 days prior to despatch.

For Products from stock requiring next day delivery, orders must be received by 3.00pm.

Deliveries will be sent to the Customer's home business address unless specified at the time of order, in writing.

Variations to delivery the address must be notified in writing at least 24 hours before despatch, or in writing with order.

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Non-Delivery, Delays and Goods-In inspection.

On receipt of the Products it is the responsibility of the Customer to ensure the goods are in a good condition and are undamaged. Any defect with the goods or discrepancies with the order must be communicated, in writing for the specific attention of "The Technical Sales Department". The technical sales department will handle the complaint in accordance with the Return Repair Procedure, a copy of which is available on request. If the Customer fails to notify

Elcon Marine of any problem with the consignment, the Products shall be conclusively deemed to be in accordance with the Customer requirements, and the Customer shall be deemed to have accepted the goods accordingly. Notification of defective or damaged goods must be given with 5 working days of receipt.

It is the responsibility of the Customer to refuse goods with damaged packaging.

Queries regarding shortages must be made within 48 hours of delivery to enable tracing of the consignment.

Elcon Marine is in no way responsible for any loss, damage or otherwise due to late or non-delivery of Products that a Customer may incur.

Passing of Risk & Title

Risk of loss or damage shall pass to the Customer on delivery. Title shall not pass to the Customer until *Elcon Marine* has received payment in full for the item. If the Customer fails to pay according to terms outlined in this document, *Elcon Marine* shall be entitled to the immediate return of all Products sold to the Customer by *Elcon Marine* in which title has not passed.

The Customer hereby irrevocably authorises *Elcon Marine* and its employees and representatives to recover the Products and to enter any premises of the Customer for that purpose.

The demand for, or the successful recovery of the Products by *Elcon Marine* shall not of itself discharge either the Customer's liability to pay the whole of the price and take delivery of the Products or *Elcon Marine's* right to take legal action for the whole of the price.

Quality Conformance and Product Conformance

All Elcon Marine Products are manufactured according to the procedures of the ISO9001 approved quality and Production control system. Certificates of conformity for individual Products are available on request at time of order.

Declarations of conformance to all relevant EC harmonised standards are held in Product technical files at Elcon Marine's registered office. Copies of these declarations are available on request.