

## **STANDARD 'TERMS & CONDITIONS'**

### **1. GENERAL**

All quotations are made and orders accepted subject to the following 'Terms and Conditions', no alterations or modifications of the "Terms" contained herewith shall have effect unless embodied in a formal written agreement between the Client and TEC Offshore (the "Company") and signed by a Director of the Company. Where the context permits, these Terms shall apply to the provision of Goods/Services. The Company reserves the right to vary the Terms without notice, an updated copy, if applicable, will be supplied by the Company, upon request.

### **2. QUOTATIONS**

Quotations shall remain valid for a period of thirty (30) days, unless otherwise stated and are exclusive of the prevailing rate of VAT, if applicable.

### **3. CANCELLATION**

No purchase order that has already been accepted by the Company may be cancelled by the Client, unless an agreement in writing is given by the Company and on specific Terms, which will include, but not necessarily limited to, the Client indemnifying the Company against all losses (including loss of profit), costs (including costs of all labour and materials used), damages, charges and expenses incurred by the Company - as a result of the cancellation.

### **4. DELIVERY**

The Company will use its best endeavours to comply with any date or dates agreed for the despatch or delivery of Goods/Services, as stated within the 'Scope of Work' or 'Purchase Order'. Unless the Contract expressly provides for such date or dates to be adhered to, these shall constitute only statements of expectation and shall not be binding. The Client shall accordingly accept delivery of the Goods/Services when tendered. Time of delivery shall not be of the essence of the Contract.

### **5. RISK AND PROPERTY**

All risks associated with the supply of Goods shall pass to the Client when the Goods arrive at the Clients' premises (unless otherwise agreed). Without prejudice to the above and notwithstanding that the Client obtains possession of the Goods both the legal and equitable title in and to the Goods shall remain the property of the Company until it has received full payment of the purchase price together with VAT thereon.

## **6. SHORTAGES AND DAMAGE**

- (a) The Client shall inspect the Goods/Services immediately upon their delivery and shall within three (3) working days of such delivery give written notice to the Company if it alleges that the Goods/Services are not in a satisfactory condition or in accordance with the original specifications.
- (b) Any Goods/Services in respect of which the Client makes a claim hereunder shall be preserved by the Client intact as delivered and shall continue to remain at their risk for a period of fifteen (15) working days from notification of the claim within which time the Company, or its agent, shall have the right to attend the Client's premises in order to investigate the complaint and inspect the Goods/Service as supplied. All original packaging should be retained until inspected by the Company, or its agent.

## **7. PAYMENT TERMS**

Unless otherwise agreed between the parties in writing all payments by the Client for the provision of Goods/Services shall be made in full to the Company. Clients who are not credit account holders are required to make payment in full for such Goods/Services prior to receipt of such Goods/Services. Credit account holders are required to make payment in full within thirty (30) days from the date shown on the Company's invoice, unless specifically agreed in writing – in advance.

Should Clients fail to settle their invoices by the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend the delivery of any further Goods/Services until such time as the Client remedies the situation.

The Company reserves the right to charge 'Late Payment Interest' at a rate equivalent to 8% p.a. from the date when payment was originally due.

## **8. LIABILITY**

In no circumstances shall the Company be liable for loss or damage (including indirect and consequential loss or damage) howsoever this arises other than to rectify or replace the Goods/Services (shown to its satisfaction to be defective) or at its option to refund such payments already received.

## **9. FORCE MAJEURE**

While the Company will use its best endeavours to perform its obligations under the Contract the Company shall not be liable for any failure to perform any such obligations arising directly or indirectly out of circumstances beyond the Company's control including but not limited to default of any sub-contractor, war, strikes, trade disputes, accidents to plant or machinery, shortage of materials or labour or any Government imposed restrictions.

## **10. LAW**

These conditions shall be governed by and constructed in accordance with Scottish law.