

**CASS TECHNAVA STANDARD TERMS AND CONDITIONS**  
**FOR SUPPLY OF GOODS & SERVICES – CASS TECHNAVA IS ACTING AS AGENT**

**CASS TECHNAVA is acting as agent only for and on behalf of the supplier or manufacturer**

THE CUSTOMER'S ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSE 2 AND CLAUSE 8

**1. INTERPRETATION**

1.1 **Definitions.** In these Conditions, the following definitions apply:

"**Agreement**" means the agreement (if any) pursuant to which the Company (as agent for the Manufacturer) arranges (or has arranged) for the Customer to procure Goods and/or Services from the Manufacturer, whether such agreement is verbal or in writing (express or implied) and including any agreement between the Company and the Customer which is contained in or evidenced by the terms of a separate agreement between the Customer and a third party; "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when banks in London, New York and Greece are open for business; "**Company**" means CASS TECHNAVA LTD (registered in Cyprus with VAT number CY 10206988 E) its subsidiaries, affiliates, related companies or any other company or person duly authorised to act on behalf of the Company; "**Conditions**" means the terms and conditions set out in this document; "**Contract**" means the contract between the Manufacturer and the Customer for the sale and purchase of the Goods and/or Services; "**Contract Price**" means the total of the amounts due from the Customer to the Manufacturer under the Contract; "**Customer**" means any person to whom Services and/or Goods are provided pursuant to a Contract; "**Deliverables**" means the deliverables set out in the Order; "**Goods**" means the goods (or any part of them) set out in the Order and includes all products, spare parts, materials or equipment (or any part of them); "**Goods Specification**" means any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Manufacturer; "**Intellectual Property Rights**" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world; "**Manufacturer**" means the manufacturer of the Goods or such other makers, dealers or suppliers who provide or supply goods to the Customer; "**Order**" means the Customer's order for the supply of Goods and/or Services, as set out in the Company's quotation as may be amended by the Company in consultation with the Customer; "**Party**" individually means the Customer and/or any other person that is party to any Agreement with the Company and "**Parties**" shall be construed accordingly; "**Services**" means the services, including the Deliverables, supplied by the Manufacturer to the Customer as set out in the Service Specification; "**Service Specification**" means the description or specification for the Services provided in writing by the Company and/or the Manufacturer to the Customer; and "**Specification**" or "**Specifications**" means any Goods Specification and any Services Specification.

1.2 **Construction.** In these Conditions, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) The headings in these Conditions are for convenience only and shall not affect their interpretation.
- (f) A reference to **writing** or **written** includes faxes and e-mails.

**2. APPLICATION OF THESE CONDITIONS**

2.1 Any Agreement between the Company and the Customer shall be subject to the Conditions.

- 2.2 The Manufacturer has appointed the Company as its agent for the supply of Goods and/or Services to the Customer who shall be deemed to have accepted this appointment.
- 2.3 The supply of any Goods and/or Services shall be subject to the terms and conditions of the Contract entered into between the Customer and the Manufacturer.
- 2.4 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company in connection with the Contract.
- 2.5 Any Agreement between the Company and the Customer shall incorporate these Conditions which shall apply to any Agreement 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.
- 2.6 The Company may in the exercise of its discretion decide to supply Goods and/or Services directly to the Customer (without the participation of the Manufacturer) which shall be subject to a separate contract between the Company and the Customer subject to the Company's standard terms and conditions for the supply of goods.
- 2.7 Catalogues, circulars, or literature shown or provided by the Company are for the Customer's general guidance only and the particulars contained therein shall not constitute representations by the Company and the Company shall be bound thereby.

**3. CUSTOMER COOPERATION AND WARRANTIES**

- 3.1 The Customer warrants that it has adequate resources to enter into and perform any transaction arising out of or in connection with the Contract.
- 3.2 The Customer warrants that it will deal with the Company in good faith at all times.
- 3.3 The Customer warrants that it shall comply at all material times with any applicable laws, rules, and regulations with regards to money laundering, bribery and corruption.
- 3.4 The Customer will procure that: (i) its employees, servants and agents will promptly provide all information reasonably required by the Company to arrange for the Goods and/or Services from the Manufacturer; (ii) all information provided to the Company by or on behalf of the Customer will be accurate and complete; and (iii) the Company can rely upon the information provided by the Customer. In the event that there is any change to the information provided to the Company, the Customer will notify the Company of that change promptly.
- 3.5 If requested by the Company the Customer will provide and will procure that the employees, servants or agents of the Customer will provide such reasonable assistance to the Company as may be required by the Company to arrange for the Goods and/or Services from the Manufacturer.
- 3.6 The Customer will indemnify and hold the Company harmless from any claims, liability, loss, damage or expense howsoever arising, which may arise as a consequence of a breach by the Customer, the Customer's servants or agents of the provisions of Clauses 3.1 to 3.5 above.

**4. CHARGES AND PAYMENT**

- 4.1 The Contract Price shall be the price and currency set out in the Contract and/or as may be agreed between the Customer and the Manufacturer.
- 4.2 Unless stated otherwise in writing, any quotation given by the Company (on behalf of the Manufacturer or otherwise) shall not constitute an offer and shall not be binding on the Manufacturer nor the Company and in any event shall only be valid for a period of 20 Business Days from its date of issue.

**5. CANCELLATION**

The Customer may not cancel an Order, unless the Customer has paid the Company a minimum cancellation fee equal to the higher of: (i) €500 and (ii) 10% of the Contract Price, together with all non-refundable costs, fees and expenses incurred by the Company in connection with the Order or any Specification.

## 6. SPECIFICATIONS

To the extent that the Goods are to be manufactured in accordance with any Specifications supplied by the Customer, the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company (including for actual or alleged infringement of a third party's Intellectual Property Rights) arising out of or in connection with the Company's use of the Specification and/or the Order. This clause 6 shall survive termination of any Agreement.

## 7. NO WARRANTY

- 7.1 All warranties, guarantees, obligations or liabilities against non-conformity or defects relied upon by the Customer shall be in accordance with the terms of the Contract between the Customer and the Manufacturer.
- 7.2 The Company shall have no liability to the Customer in respect of the Goods' and/or Services' failure to comply with any warranties, guarantees, obligations or liabilities against non-conformity or defects relied upon by the Customer. The Customer hereby waives all other remedies, warranties, guarantees and liabilities, express or implied, arising by law or otherwise (including without limitation, fitness for purpose, merchantability or satisfactory quality) and hereby irrevocably and unconditionally agrees to hold the Company harmless from any claims, liability, loss, damage or expense howsoever arising, which may arise in connection with the goods and/or Services.
- 7.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from any Agreement.

## 8. LIMITATION OF LIABILITY; THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 8.1 Nothing in these Conditions shall limit or exclude the Company's liability for any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- 8.2 Subject to clause 8.1:
- (a) The Company shall not be liable to the Customer or any other person for or non-conformity, defect or any other liability arising from or in connection with the Contract and/or the supply of Goods and/or Service to the Customer from the Manufacturer.
- (b) The Company shall not be liable to the Customer or any other person for or non-conformity arising from or in connection with loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation as a means for theft or for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- (c) **LIABILITY DISCLAIMER** The Company shall not be liable to the Customer or any other person whether in contract, tort, breach of statutory duty, or otherwise for any direct or indirect, contingent, special, consequential or incidental loss or damages, howsoever arising (including without limitation any loss of actual or anticipated profits or revenue or anticipated saving, punitive or exemplary damages, the cost of substitute equipment or replacement, removal or reinstallation goods or services, towage charges, pollution remediation costs, costs of docking, diving or sub-sea work, damage to any vessel, engine room or power plant site, yard or other property (including damage to goods owned by the Customer), costs for additional tests, debris removal, loss of time or use of equipment, installation system, operation or service and any losses including loss of life or injury, that may result from misuse of the Goods, inappropriate use of any kind, use by untrained or unqualified persons, failure or non conformity of the Goods as a result of bad maintenance or maintenance that is not performed according to the manufacturer's specifications or in general as a result of the Goods overall condition of whatever nature due to actions or omissions of the Customer. In any case, the Company is not liable for any non conformity arising from or in connections with any materials, components or design specifications provided by the Customer or on behalf of the Customer; (ii) negligence, wilful misconduct, unlawful acts or any such other improper acts or omissions of the Customer, its employees or agents or other third parties in connection with the Goods; (iii) Goods which do not constitute original spare parts supplied by the Company; (iv) negligent or improper installation, maintenance, alteration or repair of the Goods carried out without the Manufacturer's or the Company's consent in writing; (v) negligent or improper installation, maintenance, alteration or repair of the Goods carried out without the Manufacturer's or the Supplier's consent in writing; (vi) the failure to maintain the Goods as required by the Manufacturer; (vii) the use, maintenance, service, repair or operation of

the Goods for purposes other than those described in the Manufacturer's manuals or instructions, the Specifications (if any) or this Contract; or (viii) any defects caused by or connected with the normal wear and tear, the use of unsuitable materials or consumables by the Customer.

The Customer is solely responsible for maintaining the Goods well maintained, in good condition and operational at all times, according to the manufacturer's specifications for optimal use. Furthermore, the Customer is solely responsible to ensure that its personnel is properly trained and qualified to operate the equipment at all times, according to the manufacturer's specifications and has in place the proper procedures that guarantee optimal use in case of need. Nothing in this agreement may be deemed to render the Company liable for any of the above in whatever way.

- (d) The Company shall not be liable to the Customer or any other person for or non-conformity arising from or in connection with non-compliance by the Customer with payment instructions from the Company.
- (e) The Company shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any direct or indirect, contingent, special, consequential or incidental loss or damages, howsoever arising (including without limitation any loss of actual or anticipated profits or revenue or anticipated saving, punitive or exemplary damages, the cost of substitute equipment or replacement, removal or reinstallation goods or services, towage charges, pollution remediation costs, costs of docking, diving or sub-sea work, damage to any vessel, engine room or power plant site, yard or other property (including damage to goods owned by the Customer), costs for additional tests, debris removal, or for loss of time or use of equipment, installation system, operation or service and any losses that may result from a breach of the Contract by the Manufacturer, its employees, agents or subcontractors). This limitation on the Manufacturer's liability shall apply to any liability for breach of the Manufacturer's obligations under or in connection with the Goods and/or Services whether based on warranty, failure of or delay in delivery or otherwise.
- (f) The Company's total liability to the Customer in respect of all other losses arising under or in connection with any Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Contract by the Manufacturer, its employees, agents or subcontractors shall not exceed €100,000.

## 9. ENVIRONMENTAL, HEALTH AND SAFETY RESPONSIBILITIES

The Customer shall indemnify and hold harmless the Company, in respect of and against any claims, fines, penalties and all related expenses arising in connection with such waste material or hazardous substances escaping to or from the Goods and or Services supplied to the Customer.

## 10. CONFIDENTIALITY AND DATA PROTECTION

- 10.1 A party (the "**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under any Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Clause 10 shall survive termination of any Agreement.
- 10.2 The Customer shall not publish any document containing any reference to the Company or make use of the CASS TECHNAVA name or any CASS TECHNAVA logo, whether express or implied, without the prior written consent of the Company.
- 10.3 The Customer confirms that it is aware of and consents to the use by the Company of any Personal Data within the meaning of the Data Protection Act 1998 and that the Company may create and maintain computer and paper records, collect, hold, control, use and transmit personally identifiable information obtained from the Customer.
- 10.4 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 10 is in addition to, and does not

relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

10.5 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Company is the processor.

10.6 The Customer consents to the Company holding and using its Personal Data for the purpose of fulfilling orders placed on the Company and for the provision of goods or services for all necessary purposes in connection with such orders. In addition, the Customer consents to its Personal Data being held and used by the Company for the following purposes:

- (a) To contact the Customer with regards to any information relevant to the goods and services procured by it;
- (b) To keep the Customer informed of news, services and activities of the Company; and
- (c) To contact the Customer with regards to goods and services which may be of interest to the Customer and other promotional materials of the Company.

10.7 The Customer shall be entitled to change its consent preferences or withdraw its consent completely by sending the Company a notice to this effect. The use of the Customer's information will cease immediately or as soon as practicably possible thereafter except where the Company is required by applicable law or under the terms of a contract to use such information.

10.8 The Customer consents to the Company appointing a third party processor of Personal Data if the Company so requires.

For the purposes of this Clause 10, the following definitions apply:

**Data Protection Legislation** means the Greek Data Protection Laws and any other European Union legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

**Greek Data Protection Laws** means all applicable data protection and privacy legislation in force from time to time in the Hellenic Republic, including, without limitation, the General Data Protection Regulation ((EU) 2016/679); Law 2472/1997 on the Protection of Individuals with regard to the Processing of Personal Data (as amended by Laws 3471/2006, 3783/2009, 3947/2011, 4024/2011, 4070/2012 and 4139/2013); Law 3917/2011 implementing Directive 2006/24/EC and Law 4070/2012 implementing Directive 2009/136/EC.

**Personal Data** includes, but is not limited to the Customer's name, address, telephone number, email address and the names and similar information of the Customer's directors, officers, employees and agents.

## 11. DUTIES, TAXES AND FEES

The Customer shall indemnify and hold harmless the Company in respect of all duties, withholding and other taxes, custom fees and charges and all charges and fees by a classification or inspection society (if relevant). All such documentation or approvals which are required by applicable laws, and any applicable modifications of such laws, shall be the responsibility of any paid by the Customer.

## 12. GENERAL

### 12.1 Force Majeure

Neither Party shall be liable to the other for any failure to perform or delay in performance of its obligations hereunder if and in so far as and for so long as such performance is delayed or prevented by the other's acts or omissions, or by circumstances beyond its reasonable control including but not limited to strikes, lock-outs or labour disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, adverse weather conditions or prolonged power failure.

### 12.2 Claims

- (a) If the Customer becomes aware of any claims or circumstance which might involve litigation or arbitration concerning the subject matter of any Agreement, the Customer shall immediately inform the Company.
- (b) The Customer undertakes that it will not without the written consent of the Company use as evidence in any litigation or arbitration proceedings the

results of the Company's work relating thereto.

### 12.3 Notices

- (a) Any notice or other communication required to be given to a party under or in connection with any Agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.3(a); if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 12.4 Severance

- (a) If any court or competent authority finds that any provision of any Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of any Agreement shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of any Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### 12.5 Waiver and cumulative remedies

- (a) A waiver of any right or remedy under any Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under any Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under any Agreement are cumulative and do not exclude rights provided by law.

### 12.6 Third party rights

A person who is not a party to any Agreement shall not have any rights under or in connection with it. The Customer shall indemnify and hold harmless the Company in respect of any liability to any third party in connection with the supply of the Goods to the Customer.

### 12.7 No partnership

Nothing in any Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute the Company as the agent of the Customer for any purpose.

### 12.8 Governing law and jurisdiction

Any Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law. All disputes arising under or pursuant to any Agreement shall be referred to a single arbitrator in London in accordance with the Arbitration Act 1996 as from time to time amended and re enacted, such arbitrator to be appointed jointly by the parties or (in the absence of agreement within twenty (20) Business Days after notice in writing from one Party to the other requiring a referral to arbitration) by the London Maritime Arbitrators' Association at the request of either Party.

Dated June 2020