



Terms of Business

SeaBot Maritime Ltd

V1.4 February 2022

Contents

1. Liability	2
2. Prices And Estimates	2
3. Delays	3
4. Payment.....	3
5. Retention Of Title / Risk / Intellectual Property.....	4
6. Guarantee	4
7. Quality Standards.....	5
8. Access To Premises/Work On The Vessel	5
9. Support	5
10. Development	6
11. Subcontracting.....	6
12. Notices	6
13. Law And Jurisdiction.....	6
14. Dispute Resolution Scheme	6

THESE TERMS OF BUSINESS APPLY TO ALL CONTRACTS FOR WORK AND FACILITIES OR GOODS

UNDERTAKEN BY US ON OR AFTER 1st NOVEMBER 2021

1. LIABILITY

- 1.1 We shall not be liable for any loss or damage caused by events or circumstances beyond our reasonable control (such as severe weather conditions, the actions of third parties not employed by us or any defect in a customer's or third party's property); this extends to loss or damage to vessels, gear, equipment or other property left with us for work or storage, and harm to persons entering our premises or using any of our facilities or equipment.
- 1.2 We shall take reasonable and proportionate steps having regard to the nature and scale of our business to maintain security at our premises, and to maintain our facilities and equipment in reasonably good working order; but in the absence of any negligence or other breach of duty by us equipment and other property are left with us at the customer's own risk and customers should ensure that their own personal and property insurance adequately covers such risks.
- 1.3 Customers may themselves be liable for any loss or damage caused by them, their crew or their vessels and they shall be obliged to maintain adequate insurance, including third party liability cover for not less than £2,000,000, and, where appropriate, Employer's Liability cover in respect of any employee. Customers shall be obliged to produce evidence of such insurance to us within 7 days of a request to do so.
- 1.4 Nothing in these Terms of Business shall limit or exclude our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or sub-contractors; for fraud or fraudulent misrepresentation; or otherwise to the extent that it would be illegal for us to exclude or attempt to exclude liability.

2. PRICES AND ESTIMATES

- 2.1 In the absence of express agreement to the contrary our price for work shall be based on labour and materials expended and services provided. All reasonable expenses will be charged at cost + a 15% Handling fee. Expenses will be estimated in any quotation, but unless specifically agreed will be charged at our standard rate.
- 2.2 All quotations and estimates will be net of any applicable local taxes.
- 2.3 We will exercise reasonable skill and judgment when we give an estimate or indication of price. However, such estimates are always subject to the accuracy of information provided by the customer and are usually based only on a superficial examination and will not include the cost of any emergent work which may be necessary to the vessel, gear or equipment nor the cost of any extensions to the work comprised in the estimate.

- 2.4 We will inform the customer promptly of any proposed increase in estimated prices and the reasons for it and will only proceed with the work or supply with the approval of the customer. The customer shall remain responsible for the cost of labour and materials already supplied or remaining to be supplied which are not affected by the proposed increase in price.
- 2.5 Standard Rates for Personnel are calculated on a daily rate or part thereof at the following rates:
- Consultancy - £950 p.d
 - Project Management - £950 p.d
 - Design - £950 p.d
 - Development - £950 p.d
 - Training - £850 p.d
 - Media Capture - £600 p.d

3. DELAYS

- 3.1 Any time given for completion of our work is given in good faith but is not guaranteed. We shall not be responsible for any delay in completion of the work or for the consequences of any such delay unless it arises from our wilful acts or omissions or from our negligence.

4. PAYMENT

- 4.1 Unless otherwise agreed between us payment for all work, goods and services shall be due immediately upon invoice date. Payment shall be deemed to have been made when we receive cash or cleared funds at our bank.
- 4.2 We have the right to charge interest on any sum outstanding for more than 30 days (except in the case of a reasonable and proportionate retention by the customer of any amount genuinely in dispute between us and the customer) on the outstanding balance at 4% above Bank of England base rate which may be calculated daily up to the date of actual payment. In the case of business customers this rate will be substituted with the current rate applicable under late payment legislation.
- 4.3 We reserve a general right (“a general lien”) to detain and hold onto a customer’s vessel or other property pending payment by the customer of all sums due to us. We shall be entitled to charge the customer for storage and the provision of any ongoing services at our normal daily rates until payment (or provision of security) by the customer and removal of the vessel or property from our premises. The customer shall be entitled to remove the vessel or other property upon providing proper security, for example a letter of guarantee from a Bank reasonably acceptable to us or lodgement of a cash deposit with a professional third-party agent reasonably acceptable to us, sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for our prospective legal costs. This right does not affect the customer’s entitlement to withhold a proportionate part of the price in respect of alleged defects but where that amount is in dispute between us

the customer shall be required to provide security for the full amount pending resolution of the dispute.

- 4.4 Our customers' attention is drawn also to the note at Clause 13.2 of these Terms of Business regarding other rights which exist at law.

5. RETENTION OF TITLE / RISK / INTELLECTUAL PROPERTY

- 5.1 Title to goods, equipment and materials supplied by us to a customer shall remain with us until full payment has been received by us.
- 5.2 Risk in all goods, equipment and materials supplied by us to a customer shall pass to the customer at the time of supply to the customer.
- 5.3 All Intellectual Property Rights for any design or development work carried out are retained by us unless specifically agreed by both parties in writing prior to order. Additional fees will be levied for design or development work where I.P is not to be retained by us.
- 5.4 All source code used in the construction of any application or system will be owned by us.
- 5.5 The use of customer logos for marketing purposes by SeaBot XR will be assumed unless specifically prohibited within any agreement.

6. GUARANTEE

- 6.1 Advice on whether a customer is “a consumer” or otherwise protected by some or all of the consumer protection legislation in force in the United Kingdom may be obtained from any local Trading Standards Office, the Citizens Advice Bureau, the Office of Fair Trading or any firm of solicitors (who may charge). Online guidance may be obtained at www.adviceguide.org.uk.
- 6.2 A customer who is a consumer has certain minimum statutory rights regarding the return of defective goods and claims for losses. These rights are not affected by these terms.
- 6.3 In addition to the statutory rights provided by English law we guarantee and will support our work for a period of 6 months from completion against all defects which are due to poor workmanship or defective materials supplied by us.

This guarantee applies only to the customer to whom the work or materials were supplied. We shall be liable under this guarantee only for defects which appear during this initial period and which are promptly notified to us in writing at our trading address or registered office set out on our letterhead. The geographical area within which this guarantee will be honoured is restricted to the United Kingdom.

- 6.4 On notification by the customer of such defects, we will investigate the cause and if they are our responsibility under the terms of this guarantee we will promptly remedy them or, at our option, employ other contractors to do so. Any remedial work which is put in hand by the customer directly without first

notifying us and allowing us a reasonable opportunity to inspect and agree such work and its cost will invalidate this guarantee in respect of those defects.

6.5 Where we supply goods or services to a partnership or company or to a customer who is acting in the course of a business or a commercial operation (a “Business Customer”) then:

6.5.1 no article supplied by us to a Business Customer shall carry any express or implied term as to its quality or its fitness for any particular purpose unless prior to the supply the Business Customer has sufficiently explained the purpose for which it is required and made it clear that he is relying on our skill and judgement;

6.5.2 no proprietary article specified by name, size or type by a Business Customer shall carry any such express or implied term but we will assign to the Business Customer any rights we may have against the manufacturer or importer of that article; and

6.5.3 we accept no liability to indemnify a Business Customer against any loss of profit or turnover which he or his customer or any other person may sustain in consequence of the failure of any faulty or unfit article supplied by us.

7. QUALITY STANDARDS

7.1 We will complete our work to the agreed specification and, in the absence of any other contractual term as to quality, to a satisfactory quality.

8. ACCESS TO PREMISES/WORK ON THE VESSEL

8.1 Access to a customer’s vessel, premises, equipment or pertinent information may be required at any time. The customer will provide this in a timely manner and we will not be responsible for any delays that may be caused by a lack of timely access.

8.2 While we or our subcontractors are working on a customer’s vessel or equipment the customer must ensure that their well-being is of primary importance and is at the liability of the customer. If specific training is required to access a customer’s vessel or equipment, this will be performed by the customer at their expense.

9. SUPPORT

9.1 Support of any software products produced is provided for the first 3 months following deployment.

9.2 Long term support will be provided on an annual subscription basis. Cost for this service will be determined based upon number of users, complexity of solution and device types to be supported.

10. DEVELOPMENT

- 10.1 Application Development will be carried out at the rates specified in 2.4 unless otherwise agreed.
- 10.2 Further development to existing applications will be quoted for on a case by case basis and all costs will be subject to the rates specified in 2.4 unless otherwise agreed.

11. SUBCONTRACTING

- 11.1 We may subcontract all or part of the work entrusted to us by the customer, on terms that any such subcontractor shall have the protection and benefit of all rights and conditions, and of all limitations and exclusions of liability, which exist for us under these Terms of Business. Where we exercise this right we shall remain responsible to the customer for the performance of our subcontractor.

12. NOTICES

- 12.1 Notice to a customer shall be sufficiently served if personally given to him or if sent by first class post to the customer's last known address. Notices to us should be sent by first class post to our principal trading address or registered office.

13. LAW AND JURISDICTION

- 13.1 Any contract or series of contracts made subject to these terms and any non-contractual obligations arising out of, or in connection, therewith shall be governed by and construed in accordance with English law.
- 13.2 Each of the parties irrevocably agrees that any and every dispute (and any non-contractual obligations, as aforesaid) arising out of or in connection with a contract or series of contracts subject to these terms shall:
 - 13.2.1 If one party acts as a consumer (meaning a natural person acting for purposes outside of a trade, business or profession), be subject to the non-exclusive jurisdiction of the English courts; or
 - 13.2.2 Where no party acts as a consumer, be subject to the exclusive jurisdiction of the English courts.

14. DISPUTE RESOLUTION SCHEME

- 14.1 Any disputes arising out of or in connection with a contract or series of contracts subject to these terms, when they cannot be resolved by negotiation, be submitted with the written agreement of the parties, to mediation under the British Maritime Federation's Dispute Resolution Scheme.