



## **GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT**

### **GENERAL**

1. These Terms & Conditions apply to sales of all goods from EBREX CRUISE SERVICES S.A.M. and its subsidiaries ("the Company").
2. These Terms & Conditions shall be deemed to be expressly agreed between the Company and the customer (the "Customer"). These Terms & Conditions shall together with the Company's order confirmation, or quotation if no order confirmation has been issued, constitute the contract between the parties (the "Agreement"). The order confirmation or quotation shall prevail in case of contradictions.
3. If an order is placed by a Customer as agent for a principal, such Customer shall be jointly and severally liable with its principal to adhere to, and pay all amounts due under the Agreement.

### **GOODS, QUALITY AND DELIVERY**

4. The Company shall deliver goods of good quality, fit for the intended use, according to the Agreement.
5. The goods shall be delivered when and where it is stated in the order confirmation or quotation.
6. The Customer shall examine the goods at the time of delivery.
7. The Customer shall notify the Company immediately in writing upon discovering any lack of conformity of the goods delivered. If the Company is not notified immediately after a lack of conformity is or should have been discovered, or within 15 days from delivery at the latest, the Customer loses its rights to any remedy, including but not limited to damages and re-delivery.

### **CARGO INSURANCE**

8. It is understood and agreed that if cargo insurance is provided by the Company, it will terminate on the expiry of 7 days from the date of arrival of the goods at the port of discharge. If an extension to this insurance is required, the Company must be notified in writing prior to the 7th day.

### **PAYMENT**

9. The Customer shall pay the Company for the goods ordered according to the Agreement. Payment shall be made in full without any set-off, deductions, counterclaims etc. VAT and all other taxes, charges and dues are additional to the purchase price and to be paid by the Customer.
10. Payment shall be made net of all bank charges etc. to the Company's bank account as stated in the invoice.

11. Payment shall be made within 30 days from the issuance of the invoice, unless otherwise stated. For late payment interest will be charged at a rate of 2% per month or part thereof.
12. In case of late payment the Company is entitled to claim from the Customer, and the Customer accepts to reimburse the Company, all collection costs and expenses on a full indemnity basis.

#### TRANSFER OF PROPERTY

13. The title of the goods passes to the Customer when the Company has received payment in full therefore.
14. Where the Company has not received payment on time for the goods delivered, it retains its right to take repossession of the goods without a court order. The Customer accepts the Company's rights to enter its premises, vessels etc. in order to take repossession.

#### TERMINATION

15. Both parties shall have the right to terminate the Agreement with immediate effect in writing if the other party is in material breach of its obligations hereunder, is liquidated or goes bankrupt.

#### LIMITATION OF LIABILITY

16. The Company shall not be liable for any obvious misprints in the order confirmation or quotation.
17. Notwithstanding anything to the contrary:
  - The Company's liability shall in all respects be limited to the total price of the order as specified in the order confirmation or quotation.
  - Neither party shall in any event be liable for indirect or consequential loss or damage suffered by the other party (For the avoidance of doubt: the Company's transport costs in relation to the order always to be regarded as a direct cost).

#### FORCE MAJEURE

18. The force majeure clause as stated by the International Chamber of Commerce (ICC) is an integral part of the present contract

#### PRIOR AGREEMENT / MODIFICATION AND AMENDMENTS

19. The Agreement represents the contract between the parties and shall supersede all other previous oral or written communication between the parties regarding the subject matter.
20. Any modifications or amendments to the Agreement shall be in writing signed by both parties.



#### SEVERABILITY

21. Should any part of this Agreement be adjudged invalid or unenforceable by applicable law, such part shall be deemed omitted to the extent invalid or unenforceable, and the remaining part of the Agreement shall remain in full force and effect in all other respects.

#### CONFIDENTIALITY

22. The Customer shall observe confidentiality towards any third party in the broadest sense of the word regarding any and all business information relating to the Company, which has been brought or come to his knowledge by the Company and/or within the framework of the offer or the Agreement.

#### DISPUTES AND APPLICABLE LAW

23. With regard to any and all disputes in connection with the Agreement, that cannot be solved amicably, the court in Principality of Monaco (MC) shall have exclusive jurisdiction.