

## TERMS AND CONDITIONS OF SALE

### 1. **Definitions In these terms:**

- 1.1. "**The Principal**" means Marine Data Systems Limited, the entity providing Products or performing Services under the Contract.
- 1.2. "**Contract**" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by the Principal in writing for the Sale of Products or Services, together with these Terms and Conditions, the Principal's final quotation, the agreed scope(s) of work, and Seller's Order Confirmation.
- 1.3. "**Buyer**" means the entity to which the Principal provides Products or Services under the Contract.
- 1.4. "**Business Days**" means all days in a calendar year, excluding Friday, Saturday, Sunday or the United Kingdom Public Holidays.
- 1.5. "**Goods and Products**" means physical items agreed to be supplied by the Principal to the Buyer under a contract, including specifications, instructions, or other related documentation.

### 2. **Law and Jurisdiction**

- 2.1. This Agreement and all matters arising from it and any dispute resolutions referred to below shall be governed by and construed in accordance with English Law. The English Courts shall have exclusive jurisdiction regarding any disputes or issues that may arise out of or in connection with any Accepted Order, including these Terms and Conditions of Sale, notwithstanding the conflict of law provisions and other mandatory legal provisions.
- 2.2. The Buyer irrevocably submits to that jurisdiction and waives any objection to it, on the ground of inconvenient forum or otherwise.

### 3. **Acceptance and Agreement.**

- 3.1. No order or quotation is binding on the Principal until an authorized representative of the Principal issues a written Sales Order Confirmation to the Buyer, whose provisions shall include these Terms and Conditions of Sale.
- 3.2. The Sales Order Confirmation shall constitute the entire Agreement between the Principal and the Buyer relating to the matters set forth herein and supersedes all other communications between the parties, whether written or oral.
- 3.3. Any provision or condition of the Buyer's order or other documents which is in any way different from or in addition to these Terms and Conditions of Sale as incorporated in the Principal Sales Order Confirmation are rejected explicitly by and shall not be binding upon the Principal.
- 3.4. No purported modification or waiver of the provisions hereof or the Sales Order Confirmation shall be binding upon the Principal for any purpose unless it is in writing signed by the Principal's Representative.
- 3.5. The Buyer's acceptance of the provisions of the Sales Order Confirmation, including these Terms and Conditions of Sale, shall be conclusively presumed if no written objection thereto is received by the Principal within five (5) days from the date of the Sales Order Confirmation.
- 3.6. The Buyer's order for the Goods as evidenced by the Sales Order Confirmation shall be referred to herein as "Accepted Order."
- 3.7. Unless otherwise agreed by the Principal in writing, the price for the Goods shall be the price set out in the Accepted Order. Prices outlined in the Accepted Order are not subject to audit, price revisions or price redetermination by the Buyer.

### 4. **Changes in Design.**

- 4.1. The Principal reserves the right to make changes in the design of the Products due to the Buyer initiating specification changes without incurring any obligation to make equivalent changes in the Goods previously manufactured or delivered by the Principal.
- 4.2. The Buyer is responsible for all costs associated with Buyer initiated specification changes, including but not limited to material and documentation costs.

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### **5. Changes in Schedules and Other Buyer Delays.**

- 5.1. No changes may be made in the scheduled deliveries without the written consent of the Principal.
- 5.2. In the event the Buyer requests a change in the scheduled deliveries and the Principal approves, the Buyer shall be liable to the Principal for:
  - 5.2.1. the carrying costs of all material on hand at the Principal facility at the rate of 2% per month of the aggregate price of the material for the duration of the delay, plus:
  - 5.2.2. loss of profit on the WIP Products at the rate of 15% of the aggregate price of all units in process at the Principal's facility.
- 5.3. If the Buyer delays in furnishing the Principal with technical information, approvals, or customer supplied materials, and the Principal incurs additional costs due to these delays, the Buyer shall reimburse the Principal for these additional costs.

### **6. Cancellation.**

- 6.1. The Buyer shall accept all Goods as ordered.
- 6.2. Cancellation of the order by the Buyer will not be allowed without the written consent of the Principal's Representative.
- 6.3. In the event of an approved cancellation by the Buyer, for any reason whatsoever, in addition to all other charges and damages, the Buyer shall be required to pay a cancellation fee which the Principal will determine based on expenditures incurred as at the date of cancellation and an increase in the unit price to the next lowest quantity price from that quantity delivered to the Buyer by the Principal.
- 6.4. The Principal reserves the right to cancel any Accepted Order if payments are in default or prevailing conditions beyond the Principal's reasonable control from any cause whatsoever or make it impossible or impracticable to assure delivery.

### **7. Payment Terms.**

- 7.1. The Buyer must make payment for the Goods in GBP (Great British Pounds) before dispatch unless otherwise agreed in writing with the Principal and shall, in any event, make payments sufficient to ensure that any credit limit set by the Principal is not exceeded and must cover all bank charges.
- 7.2. If collection procedures are required, the Buyer shall pay all collection costs, including, but not limited to, collection fees, reasonable legal fees, court costs and any interest due.
- 7.3. Each delivery of the Goods shall be considered a separate and independent transaction, and payment thereof shall be made accordingly.
- 7.4. If in the event that the Goods are delivered in instalments, payments shall be based on the purchase price outlined in the Accepted Order and pro-rata of the Goods being shipped.
- 7.5. Any order over the value of 10,000GBP (less shipping and Taxes) will require a 40% payment on receipt of the Principal's Pro-forma invoice; on receipt of cleared funds, the Principal will issue its Sales Order Confirmation, the balance of 60% will be paid within the agreed payment terms.
- 7.6. Should the Buyer fail to make payment to the Principal when due of any amount owing under an Accepted Order, will entitle the Principal to:
  - 7.6.1. treat the Contract as repudiated.
  - 7.6.2. suspend all deliveries to the Buyer pending payment in full of all sums outstanding under the Accepted Order, including any amounts not then due.
- 7.7. The Principal has the right to re-sell any of the Goods in its possession under the Accepted Order and be indemnified by the Buyer for any resulting loss.
- 7.8. Neither party may change any Discount Percentage without the other party's written consent.
- 7.9. The Principal shall invoice the Buyer for each consignment of Products; subsequently, the Buyer shall pay the invoice including all Bank charges in advance of dispatch to the bank account detailed on the invoice.
- 7.10. The invoices submitted by the Principal are FoB only, and therefore, the Buyer is responsible for paying all import Duties where applicable
- 7.11. The Principal reserves the right to charge monthly the Buyer interest on any Payments or other sums outstanding, at the rate of 4% above the Bank of England (BoE) base rate, from the due date of invoice until payment has been made in full.
- 7.12. The Buyer shall notify the Principal in writing within five (5) business days of receiving an invoice where that invoice is in dispute; the Principal shall resolve such dispute within 28 days of being notified. Interest will continue to accrue during any period of the debate.

### **8. Taxes and Other Government Charges.**

- 8.1. Any licenses or clearances required at the port of entry and destination for the Products shall be obtained and paid for by the Buyer.
- 8.2. Unless otherwise stated by the Principal in writing, prices quoted by the Principal or included in an Accepted Order do not include value-added tax or any other tax or duty or the cost of packaging,

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packing, delivery or insurance, all of which shall be paid by the Buyer at the time when payment of the price for the Goods is due.

### **9. Delivery.**

- 9.1. Any date specified or agreed for the delivery of the Goods is an estimate only, and time shall not be of the essence.
- 9.2. Delivery dates outlined in the Accepted Order are approximate and based on the Principal reasonable estimate of dates that the Goods will be delivered if the Principal timely receives from the Buyer all necessary information including, but not limited to, specifications, drawings, testing parameters and package configuration, and customer supplied materials.
- 9.3. If no date is specified or agreed, the Principal shall deliver or supply the Goods within a reasonable time but shall not be liable for any loss caused by any delay in delivery or supply.
- 9.4. Unless otherwise agreed in writing, the place of delivery shall be the Buyer's premises as shown in the Accepted Order or, if no premises are shown, any premises at which the Buyer carries on business.
- 9.5. The Buyer must permit and accept delivery of the Goods at such premises during normal business hours, and if the Buyer does not do so, the Principal may leave the Goods at such premises or as near to them as may be practicable.
- 9.6. If the Buyer:
  - 9.6.1. fails to accept delivery of the Goods when delivered or supplied; or
  - 9.6.2. having agreed to collect the Goods fails to do so when asked, then the Principal shall be entitled to treat the Contract for such the Goods as repudiated in which case:
    - 9.6.3. the Buyer shall indemnify the Principal in respect of all resulting losses suffered or incurred by the Principal, and
    - 9.6.4. the Principal may (but shall not be obliged to) store all or any of the Goods at the risk and expense of the Buyer.
  - 9.6.5. If Goods are handed to a carrier for delivery to the Buyer, the carrier will be the Buyer's agent and delivery of the Goods will occur on receipt by the carrier.
  - 9.6.6. any software will be supplied in executable code form only and on any reasonable type of computer media selected by the Principal.
  - 9.6.7. any other content agreed to be supplied may be supplied either in hard copy or electronic form.
  - 9.6.8. no installation, maintenance or training services will be provided unless agreed in writing by the Principal.
  - 9.6.9. the Principal shall not be liable for any delay or failure in the delivery or shipment of the Goods, or for any resulting damages, when the delay or failure is directly or indirectly due to accident (in manufacture or otherwise), errors, omissions, fire, flood, riot, war, embargo, labour stoppages, computer malfunctions, inadequate transportation facilities, regulation by any governmental authority, or any other causes beyond the Principal reasonable control.
  - 9.6.10. moreover, the Principal shall have no liability for any liquidated damages or penalty or special, indirect or consequential damages under any circumstances whatsoever.
  - 9.6.11. If any contingency occurs, the Principal may allocate production and deliveries among the Principal customers.
  - 9.6.12. all the Goods are shipped at Buyer's risk and expense, and all claims for damages must be filed with the carrier. All shipments will be made at the Principal discretion unless specific instructions from the Buyer indicate an alternate carrier.
  - 9.6.13. the Buyer shall be liable for detention, demurrage, storage or auxiliary charges assessed by carriers or warehousemen resulting from the Buyer's requirements for special service or Buyer's failure to accept delivery in a timely manner.

### **10. Ownership.**

- 10.1. Title to Goods will not pass to the Buyer until the Buyer has paid all moneys owed to the Principal (whether or not then due and whether or not owing in respect of the Goods supplied).
- 10.2. Until title passes, the Buyer shall hold the Goods as bailee for the Principal.
- 10.3. Subject to paragraph 10, the Buyer may (even though title to any Goods remains with the Principal) sell the Goods in the ordinary course of its business in its name as Principal and not as agent for the Principal.
- 10.4. If the Buyer sells any of the Goods to which the Principal retains title, the Buyer may only do so on terms that it will itself retain title until the Buyer has received payment for those Goods.
- 10.5. The Buyer shall hold the title retained by it and the proceeds of Sale of the relevant Goods on trust for the Principal.
- 10.6. So long as title to any of the Goods remains with the Principal, the Buyer shall without charge keep the Goods separate from all other goods in a way which will enable them to be readily identified as belonging to the Principal.

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- 10.7. If a contract for Goods is terminated or repudiated or if circumstances exist entitling the Principal's Services to treat any contract for Goods as repudiated, the Principal or its representatives may enter the Buyer's premises where any Goods are stored and repossess them.
- 10.8. The Buyer shall not destroy, deface or obscure any identifying mark or packaging on Goods to which the Principal retains title.
- 10.9. The Principal shall be entitled to payment for the Goods notwithstanding that it retains title to the Goods.
- 11. Safety.**
- 11.1. The Buyer agrees to, and to cause others to, follow proper safety rules and use appropriate safety equipment in connection with its use of the Goods; and the Buyer agrees to defend, hold harmless and indemnify the Principal if the Buyer fails to do so.
- 12. Limited Warranty.**
- 12.1. The Principal warrants that the Goods will be free from defects in materials (excluding customer supplied materials) and workmanship and will conform to the Principal applicable written specifications, under normal use and service or the specified use as agreed upon by the Principal and the Buyer for one (1) year (unless otherwise stated in a Distributorship Agreement) from the date of original shipment.
- 12.2. The foregoing limited warranty shall not apply to any Goods which have been repaired or altered by any person other than the Principal or which have been subjected to operating and/or environmental conditions in excess of maximum rated values or have otherwise been subjected to misuse, damage, neglect, accidents, or improper installation or test (including without limitation improper packaging of the Goods returned to the Principal).
- 12.3. Subject to paragraphs 13 and 15, the foregoing warranty is made in lieu of all other express and implied warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose.
- 12.4. The Principal neither assumes nor authorizes any person to assume for it any liability not expressed herein unless such terms are in writing and signed by the Principal's Representative.
- 12.5. The foregoing warranty may be asserted only by the Buyer and not by the Buyer's customers or other third parties.
- 12.6. The Principal obligations under the limited warranty are limited to replacing, repairing or issuing credit at the original sales price, at its option, any of said articles which shall, within the limited warranty period, be confirmed to be defective by the Principal.
- 13. Quality.**
- 13.1. The Principal agrees that the Goods (including any replacement or repaired Goods) will be of satisfactory quality (as defined in the Sale of Goods Act 1979).
- 13.2. If any Goods do not comply with paragraph 12 and the Buyer gives written notice to the Principal with full details of the non-compliance either:
- 13.2.1. within seven days, in the case of any exterior flaw, defect, or damage to the Goods which is reasonably apparent upon inspection;
- 13.2.2. or within 30 days, in any other case, the opportunity to remedy the failure, and if the Principal fails to do so, the Buyer may either reject or accept the relevant part of the Goods but shall not be entitled to any damages;
- 13.2.3. provided, however, if an agreed reduction in the price for the failure is specified in the guarantee or the Accepted Order, the Buyer shall have no right to reject the Goods after the delivery of the Goods, unless otherwise requested by the Principal the Buyer returns them to the Principal at the Buyer's expense (except that the Principal will reimburse any reasonable expense if, on examination, the Goods are found not to comply with paragraph 12);
- 13.2.4. the Buyer has not altered, repaired, interfered with or damaged them or used them in any way not permitted by these terms or in an inappropriate manner or allowed anyone else to do so; and the Buyer has followed any delivery, storage, installation, commissioning, use or maintenance instructions of the Principal or of any manufacturer of the Goods, then the Principal will, at its option, either repair or replace the relevant Goods or issue credit for the price paid for them.
- 13.3. Any Goods which are returned to the Principal remain at the risk of the Buyer until the Principal has agreed that they are defective.
- 14. No Set-off.**
- 14.1. All amounts owing from the Buyer to the Principal shall be paid without any deduction or deferment on account of any dispute, cross-claim or lien and without exercising any rights of set-off.
- 14.1. No breach by the Principal of any other contract with the Buyer will affect this Contract.

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### **15. Returns.**

- 15.1. Further, should any Goods not conform to such specifications due to a defect in material (excluding customer supplied materials) or workmanship, the Principal shall accept returns during the applicable warranty period, which must be accompanied by a valid Return Material Authorization ("RMA") number.
- 15.2. The Principal does not accept returned materials without a valid RMA number.
- 15.3. In order to obtain an RMA number, the Buyer must provide a detailed description of the nature of the defect, the original purchase order or invoice number, the part number, serial number of the product(s) to be returned.
- 15.4. The RMA number shall be valid for thirty (30) days after issuance by the Principal.
- 15.5. Goods that are returned to the Principal during the applicable warranty period in accordance with this section and which are, after examination, deemed to the Principal satisfaction to be defective, will be replaced, reworked or credited at the original sale price at the Principal discretion.
- 15.6. The Buyer shall return the Goods to the Principal with transportation charges prepaid.
- 15.7. The repair or replacement of any non-conforming Goods by the Principal pursuant to this section does not extend the original limited warranty period.
- 15.8. In the event the Principal determines that the foregoing limited warranty does not cover the returned Goods, such Goods will be returned to the Buyer at the Buyer's expense and may be subject to additional charges due to the lack of warranty coverage.
- 15.9. The Principal shall not be liable for re-inspection or rejection charges.
- 15.10. Repair, replacement, or credit for returned parts will be made only after the Principal has determined that the warranty terms cover the parts.
- 15.11. Failure analysis of returned product shall be at the Principal sole discretion.

### **16. Limitation of Liability.**

- 16.1. These paragraphs 14 set out the full extent of the Principal obligations and liability (and that of its employees, agents and sub-contractors) to the Buyer under or in connection with any Accepted Order.
- 16.2. Any provision herein to the contrary notwithstanding, neither the Principal nor any affiliate, agent or employee of the Principal shall be liable to the Buyer, or any other third party claiming through the Buyer, for indirect, incidental, contingent special or consequential damages (including without limitation loss of profits or revenue, loss or use of the Goods or any proceeds, overhead, cost of capital, cost of substitute goods, or any claims of Buyer's customers for any such damages).
- 16.3. The Principal liability under or in connection with any Accepted Order (whether in Contract or tort) for loss or damage suffered by the Buyer or by any third party shall in no event exceed the amount paid by the Buyer to the Principal for such Goods.
- 16.4. The Principal will, if requested by the Buyer, use reasonable Endeavours to assign to the Buyer the benefit of any product warranty relating to the quality or condition of the Goods given to it by a manufacturer of the Goods. Where it does so, it shall have no other liability for such Goods.
- 16.5. All warranties and other terms implied by statute or Law (except for the terms implied by
- 16.6. section 12 of the Sale of Goods Act 1979) are excluded from any contract, and no contract shall constitute a sale by description or sample.

### **17. Blueprints and Specifications.**

- 17.1. All orders are accepted with the understanding that the parts or material furnished will be in accordance with blue-prints and specifications, on hand in the Principal files or furnished to the Principal with the Buyer's order, and which have been specifically agreed to and accepted by the Principal in writing, as applicable to such order.

### **18. Tolerances.**

- 18.1. All tolerances shall be in accordance with the Principal standards. The Principal's drawings, descriptive matter, weights, dimensions and shipping specifications (collectively the "Specifications") are approximate only, and, in any event, the Principal shall be entitled to make minor modifications to the specifications relating to the Goods.
- 18.2. The Principal shall not be liable for failure to obtain figures stated in the Specifications unless these have been guaranteed explicitly in writing, signed by a Representative of the Principal, and within a specific tolerance margin.
- 18.3. If any guaranteed figure is not attained on text in the manner (if any) required by the Specifications, the Principal shall be afforded a figure with reasonable care, but the Principal shall have no responsibility for loss or damage thereto.

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### 19. **Inspection.**

- 19.1. The Principal shall have no obligation to perform any particular tests relating to the Goods except as otherwise agreed in writing by the Principal's Representative.
- 19.2. If agreed upon in the Accepted Order, the Buyer may inspect the Goods at the Principal place of manufacture at times mutually and reasonably acceptable to both the Principal and the Buyer; and the Buyer shall pay a standard charge to the Principal.
- 19.3. If the Buyer or the Buyer's agent fails to conduct such inspection at such mutually agreed time and location within seven (7) days of notification of product readiness by the Principal, the Principal may elect a representative to perform the inspection where the Buyer will be bound by the results.

### 20. **Buyer's Intellectual Property**

- 20.1. To the extent that the Goods are manufactured pursuant to the design provided by the Buyer, the Buyer represents and warrants that it has all necessary right, title and interest in such design and that the information and technology contained in such design do not infringe patents or copyrights of third parties and were not developed on the basis of misappropriated trade secrets of third parties.
- 20.2. If any infringement is alleged prior to completion of delivery of any Goods, the Principal may decline to make further deliveries without being in breach of its Agreement with the Buyer.
- 20.3. The Buyer shall defend, indemnify and hold the Principal harmless from any damages, costs, and expenses (including without limitation reasonable legal costs) arising from any threatened or actual claim based upon the Buyer's breach of the representations and warranties set forth herein or the Buyer's modification of the Goods after delivery thereof by the Principal.
- 20.4. The Buyer shall further defend, indemnify and hold the Principal harmless from any claim of an alleged defect in the design of the Goods to the extent such method is provided by the Buyer.

### 21. **The Principal's Intellectual Property**

- 21.1. The Principal or its licensor is the owner or licensee of all Intellectual Property Rights forming part of the Products, Services and applicable Documentation.
- 21.2. Neither this Agreement nor any licence or sub-licence granted under this Agreement shall be construed to convey or transfer any ownership or proprietary interest in any Intellectual Property Rights in the Products, Services or applicable Documentation to the Buyer or any third party.
- 21.3. Except to the extent that the Principal cannot prohibit such acts by Law, the Buyer agrees not to translate, adapt, vary, modify, disassemble, decompile or reverse engineer the Software, Hardware or applicable Documentation or create derivative works of the same for any purpose (including error correction or any other type of maintenance) without having received prior written consent from the Principal.

### 22. **Termination.**

- 22.1. The Principal shall be entitled to treat an Accepted Order as repudiated and (without prejudice to any of its other rights) to recover from the Buyer all resulting losses and to repossess the Goods if the Buyer fails to perform when due to be performed any obligation (including a payment obligation) under the Accepted Order (or under any other contract with the Principal) or if any of the following events occur in respect of the Buyer:
  - 22.1.1. a meeting of creditors generally of the Buyer being held or an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement as defined in the Insolvency Act 1986) being proposed by or in relation to the Buyer;
  - 22.1.2. a charge holder, receiver, administrator, administrative receiver or other similar person taking possession of or being appointed over, or any distress, execution or different process being levied or enforced (and not being discharged within seven days) upon the whole or a material part of the assets of the Buyer;
  - 22.1.3. the Buyer ceasing or threatening to cease to carry on business or being deemed to be unable to pay its debts within the meaning of section 123 Insolvency Act 1986;
  - 22.1.4. the Buyer giving notice to any of its creditors that it has suspended or is about to suspend payment of any of its debts;
  - 22.1.5. the Buyer or its directors or the holder of a qualifying floating charge giving notice of their intention to appoint, appointing, or making an application to the court for the appointment of, an administrator;
  - 22.1.6. a petition being presented (and not being discharged within 28 days) or a resolution being passed, or an order being made for the administration or the winding-up, bankruptcy or dissolution of the Buyer; or
  - 22.1.7. the happening in relation to the Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets.

### 23. **Equipment, Fixtures and Tools.**

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- 23.1. Any equipment (including jigs, dies, fixtures and tools) that the Principal may construct or acquire to manufacture the Goods for the Buyer shall remain the Principal property and in the Principal possession and control.
- 23.2. New or additional dies or changes necessary in existing equipment to conform with changes in design ordered by the Buyer, whether or not the Principal has specifically charged, therefore, shall be paid for by the Buyer.
- 23.3. Dies or equipment charges cover the use of such dies or equipment only and do not convey any interest therein to the Buyer.
- 23.4. While in the Principal's possession, any materials or equipment owned or furnished by the Buyer will be handled and stored by the Principal with reasonable care, but the Principal shall have no responsibility for loss or damage thereto.

### 24. End-Use/End-User.

- 24.1. Under certain circumstances, the Principal will require information on the ultimate destination of products sold.
- 24.2. This information includes but is not limited to information regarding but not limited to: end-use (application) and end-user (customer).

### 25. Risk.

- 25.1. Risk of loss or damage to the Goods shall pass to the Buyer when they are delivered to the Buyer, or
- 25.2. if the Buyer has agreed to collect the Goods, at the time when the Principal notifies the Buyer that they are ready for collection.

### 26. Miscellaneous.

- 26.1. The Buyer assumes responsibility for the Goods being suitable for the Buyer's purposes and acknowledges that it is not relying on any skill or judgment of the Principal in that respect.
- 26.2. No delay, neglect or forbearance on the part of the Principal in enforcing any term or condition of any Accepted Order, including these Terms and Conditions of Sale, shall constitute a waiver of or otherwise affect any right of the Principal under such Accepted Order, including these Terms and Conditions of Sale.
- 26.3. The Principal reserves the right to defer the delivery date, supply of the Goods, cancel any Accepted Order, Sales Order Confirmation, and reduce the Goods' volume if it is prevented from or delayed in the carrying out of its business circumstances beyond its reasonable control. However, suppose any such delay continues for more than ninety days. In that case, the Buyer shall be entitled to terminate the Accepted Order (to the extent that it then remains to be performed) by notice in writing to the Principal and in that event, neither party shall have any further liability under the Accepted Order except in respect of any rights accrued before such termination.
- 26.4. The Buyer shall not be entitled to assign any of its rights under these Terms and Conditions of Sale or any Accepted Order.
- 26.5. The Principal shall be entitled to sub-contract any of its obligations and delegate any of its rights under any Accepted Order but remain liable for its performance.
- 26.6. No term of any Accepted Order, including these Terms and Conditions of Sale, is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party.

### ENDS - Marine Data Systems Terms and Conditions of Sale



**MARINE DATA SYSTEMS LIMITED**  
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