NAVIROCK

MARINE EQUIPMENT & SPARE PARTS

B2B Terms of Sale

Terms and Conditions Governing the Sale and Supply of
Marine Equipment, Spare Parts and Related Goods

[FULL REGISTERED COMPANY NAME]
Registration No. HE [HE NUMBER]
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Version 1.0 · Effective [DATE] · Applicable to all quotations, orders and contracts

Important notice. This document is a professionally structured template prepared for publication on the NAVIROCK website. It is designed to be published once the bracketed details above have been completed and verified, and once the described terms have been confirmed against NAVIROCK's actual operations, product mix, supply chain and banking arrangements. No document can guarantee full or universal compliance with every applicable law in every jurisdiction in which NAVIROCK or its customers operate. This document does not constitute legal advice and should be reviewed and adopted by qualified Cyprus counsel, together with counsel in any other relevant jurisdiction, before it is relied upon.

Opening Note to the Reader

NAVIROCK supplies marine equipment, spare parts, components and consumables to commercial shipowners, managers, operators, shipyards, port agents and procurement intermediaries worldwide. The NAVIROCK website operates on a request-for-quotation basis. It is not a consumer store, it does not offer a checkout facility, and no price displayed or communicated through it constitutes an offer capable of acceptance.

These Terms of Sale set out the contractual framework on which NAVIROCK quotes, accepts orders and supplies goods. They address the matters that most frequently give rise to dispute in the marine spares trade: the identification and suitability of parts; the status of original equipment, equivalent, used and reconditioned goods; delivery to vessels, ports and agents; the allocation of risk and title; inspection and notification deadlines; warranty pass-through; product compliance and marine equipment approval; sanctions and export controls; and the limitation of liability for vessel delay, off-hire and similar losses.

The document is drafted in a supplier-protective but commercially reasonable register. It is structured in forty-four numbered clauses, each supported where relevant by endnote citations to the European Union instruments, international conventions and commercial rules on which the drafting is founded. A table of authorities is provided at the end of the document.

Capitalized terms are defined where they first appear. References to a clause are references to a clause of these Terms. Headings are for convenience only and do not affect construction.

Before publication. Replace every bracketed placeholder, confirm the registered company name and registration number with the Cyprus Registrar of Companies, verify the registered office address, VAT number and tax identification code, and confirm that the separate privacy notice and cookie notice referred to in Clause 34 are published and consistent with this document.

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Terms of Sale

PART I — THE SUPPLIER, SCOPE AND FORMATION OF CONTRACT

1. Supplier Details and Identity of the Seller

1.1 These Terms of Sale (these "Terms") are issued by [FULL REGISTERED COMPANY NAME], a private company limited by shares incorporated under the laws of the Republic of Cyprus with registration number [HE NUMBER], trading as "NAVIROCK" ("NAVIROCK", the "Seller", "we" or "us").

1.2 Registered and operating address: 5A Agiou Artemiou Str., Office No. 2, 3085 Limassol, Cyprus (details to be verified prior to publication). Electronic contact: info@navirock.com. VAT identification number: CY10270675P. Tax Identification Code: TIC 12270675R.

1.3 The Seller publishes the foregoing particulars in satisfaction of the general information requirements applicable to providers of information society services, and undertakes to maintain such particulars in a form that is directly and permanently accessible on the website operated by the Seller (the "Site").[1]

1.4 The Seller is established in the Republic of Cyprus and its information society services are supplied on the basis of the law of its place of establishment, without prejudice to mandatory rules of law that cannot be derogated from by agreement.[2]

2. Scope and Application of These Terms

2.1 These Terms govern all quotations issued by the Seller, all requests for quotation ("RFQs") submitted through the Site or otherwise, all orders accepted by the Seller, and all contracts for the sale and supply of marine equipment, spare parts, components, consumables and related services (together, the "Goods") between the Seller and the customer identified in the relevant order confirmation (the "Customer").

2.2 These Terms apply to the exclusion of any terms and conditions that the Customer purports to impose or incorporate, whether contained in or referred to in a purchase order, acknowledgement, vendor portal, supplier code, confirmation of order, specification or other document, and whether or not such document is signed, stamped, acknowledged or acted upon by the Seller. No course of dealing, course of performance or trade usage shall operate to vary this clause.

2.3 Any variation of these Terms is effective only if recorded in writing and signed by a duly authorized representative of the Seller. The Seller's silence, performance, delivery or acceptance of payment shall not constitute assent to any conflicting or additional term.

2.4 In the event of conflict, the order of precedence is: (a) the Seller's written order confirmation; (b) the Seller's written quotation; and (c) these Terms.

3. Business-to-Business Basis Only

3.1 The Site and the Goods are offered exclusively to businesses, commercial undertakings, shipowners, ship managers, operators, shipyards, port agents, procurement intermediaries and other professional buyers acting for purposes relating to their trade, business, craft or profession. The Site is not directed to consumers and does not operate a consumer checkout facility.

3.2 The Customer represents and warrants on a continuing basis that it is contracting in the course of a business, that it is not a consumer, and that it does not acquire the Goods for personal, family or household purposes. The protective regime established by Union consumer law is therefore not engaged by the transactions contemplated by these Terms.[3]

3.3 Where, notwithstanding the foregoing, any mandatory consumer protection provision is held to apply to a given transaction, these Terms shall apply to the maximum extent permitted and the remaining provisions shall

continue in full force and effect.

4. Requests for Quotation Do Not Constitute Orders

4.1 An RFQ submitted by the Customer, whether through the RFQ facility on the Site, by electronic mail or by any other means, constitutes an invitation to the Seller to consider making an offer. An RFQ does not constitute an order, a reservation of stock, an allocation of inventory, a binding commitment of either party, or an acceptance of any offer.

4.2 The Seller is under no obligation to respond to, price, accept or act upon any RFQ, and may decline any RFQ in whole or in part, without liability and without any obligation to state reasons.

4.3 Any automated electronic acknowledgement generated upon receipt of an RFQ is issued solely to confirm technical receipt of the Customer's transmission and does not constitute acceptance of an offer or the formation of a contract.[4]

5. Quotations

5.1 Quotations issued by the Seller are invitations to treat unless expressly stated to be a firm offer and expressed to remain open for a stated period. No quotation gives rise to any obligation on the Seller to sell.

5.2 Unless otherwise stated on its face, a quotation is valid for the period stated therein or, where no period is stated, for seven (7) calendar days from its date, and in all cases remains subject to prior sale, availability at the time of acceptance, confirmation by the Seller's upstream supplier, and successful completion of the Seller's compliance screening.

5.3 Quotations are based strictly on the information furnished by the Customer in the RFQ. Where that information is incomplete, inaccurate or subsequently varied, the Seller may withdraw, correct or re-price the quotation at any time prior to the issue of an order confirmation.

5.4 Manifest errors, typographical errors, pricing errors, currency errors and omissions in any quotation, order acknowledgement or other document are subject to correction by the Seller without liability.

6. Formation of Contract

6.1 A binding contract is formed only upon, and to the extent of, the issue by the Seller of a written order confirmation (an "Order Confirmation") addressed to the Customer, or, if earlier, upon the Seller's commencement of delivery of the Goods against the Customer's order with the Seller's written assent.

6.2 The technical steps to the conclusion of a contract are accordingly: (a) submission by the Customer of an RFQ; (b) issue by the Seller of a quotation; (c) transmission by the Customer of a purchase order referencing that quotation; and (d) issue by the Seller of an Order Confirmation. The Seller files the contract documentation in its internal records; such records are not made generally accessible, and the Customer is advised to retain its own copy of all contract documents.[5]

6.3 The contract so formed comprises the Order Confirmation, the quotation to which it refers, and these Terms, and constitutes a separate contract in respect of each Order Confirmation.

6.4 The language available for the conclusion of the contract is English.

PART II — THE GOODS, PRICE AND PAYMENT

7. Product Identification and Customer Responsibility for Specification

7.1 The Customer is solely responsible for the accurate and complete identification of the Goods required, including, as applicable, equipment maker and model, serial number, exact manufacturer part number, technical description, quantity, vessel name or IMO number, flag, classification society, delivery port, required date, and any applicable certification requirement.

7.2 Where the Customer submits drawings, parts lists, nameplate photographs, technical files or other attachments, the Customer warrants that it is entitled to disclose such materials to the Seller and to permit their use for the purpose of sourcing and supplying the Goods, and that such disclosure does not infringe the rights of any third party or any obligation of confidence.

7.3 The Seller may, as a commercial courtesy, suggest a part number or an alternative reference. Any such suggestion is indicative only, is made on the basis of the information supplied by the Customer, and does not transfer to the Seller responsibility for the suitability, fit, compatibility, interchangeability or regulatory acceptability of the Goods.

7.4 Final verification of part numbers and suitability prior to acceptance of a quotation rests exclusively with the Customer.

8. Product Descriptions, References and Illustrative Materials

8.1 Descriptions, specifications, weights, dimensions, performance data, drawings, photographs, catalogue entries and other descriptive materials are approximate and illustrative only, are issued for the purpose of giving a general indication of the Goods, and do not form part of the contract unless expressly incorporated by the Order Confirmation.

8.2 References to manufacturer names, trademarks, part numbers, model designations and type references are used solely for the purpose of identifying the Goods and indicating their application. No such reference constitutes a representation of origin, endorsement, affiliation, authorized distributorship or approval by the manufacturer concerned unless the Seller expressly states otherwise in writing.

8.3 The Seller reserves the right to supply Goods that incorporate minor variations in design, materials or manufacture introduced by the manufacturer, provided that such variations do not materially impair the function of the Goods.

9. OEM, Genuine, Equivalent, Aftermarket, Used and Reconditioned Goods

9.1 The Goods may be supplied, as expressly stated in the quotation and Order Confirmation, in any of the following categories: original equipment manufacturer (OEM) or genuine parts; OEM-equivalent or aftermarket parts; used, second-hand, reconditioned, refurbished or repaired parts; surplus stock; or new old stock.

9.2 The category applicable to any item is that stated in the quotation and Order Confirmation. Where no category is stated, the Seller gives no representation or warranty that the Goods are genuine OEM parts, and the Customer shall not assume any such category.

9.3 In respect of used, reconditioned, refurbished, surplus and new old stock Goods, the Customer acknowledges that: (a) such Goods are sold on an as-is basis save for any express written warranty; (b) cosmetic condition, residual service life, storage history and original packaging may vary; (c) original manufacturer documentation, certification or warranty may be unavailable; and (d) such Goods may be ineligible for use in applications requiring statutory or class certification.

9.4 Where the Customer requires genuine OEM parts, or parts accompanied by specific certification, the Customer must state that requirement expressly in the RFQ and obtain the Seller's express written confirmation in the Order Confirmation.

10. Prices

10.1 Prices are those stated in the Seller's quotation and confirmed in the Order Confirmation, are quoted in the currency stated therein, and are exclusive of value added tax and all other taxes, duties, levies and charges.

10.2 Unless expressly stated to be included, prices exclude: value added tax and import value added tax; customs duties and clearance charges; excise and other levies; freight, forwarding and transport charges; insurance; packing and crating beyond the manufacturer's standard; port, terminal, handling, agency, launch, barge and wharfage charges; storage and demurrage; hazardous goods surcharges; certification, inspection, witnessing and documentation fees; bank transfer, correspondent bank and currency conversion charges; and any charges arising under the applicable Incoterms rule that fall to the Customer.

10.3 Where a price is quoted on the basis of a cost element outside the Seller's control, including raw material prices, manufacturer list prices, freight rates, bunker or fuel surcharges, currency exchange rates, duties or tariffs, the Seller may adjust the price to reflect any increase in such element occurring prior to delivery, upon written notice to the Customer. Where such adjustment exceeds ten per cent (10%) of the confirmed price, the Customer may cancel the affected portion of the order by written notice given within three (3) business days of the Seller's notice, without further liability on either side save in respect of Goods already dispatched or specially procured.

11. Taxes, Value Added Tax, Customs Duties and Fiscal Charges

11.1 All prices are exclusive of value added tax, which, where chargeable, shall be added at the rate and in the manner required by applicable law, and of all customs duties, import and export levies, withholding taxes and other fiscal charges.[6]

11.2 The Customer is responsible for the correct fiscal and customs treatment of the Goods in the country of importation, including the payment of all import duties, import value added tax, clearance fees, brokerage charges, inspection fees and penalties, unless the quotation expressly allocates a specific charge to the Seller.

11.3 Where the Customer claims an exemption, zero rating, relief or deferment, including ship supply or stores relief, the Customer shall supply the Seller with all documentation required to substantiate that treatment prior to delivery. The Customer shall indemnify the Seller against any tax, duty, interest or penalty assessed against the Seller by reason of the Customer's failure to supply such documentation or the inaccuracy of any documentation supplied.

11.4 The movement of Goods to or from territories outside the customs territory of the Union is subject to customs formalities, and may be subject to licensing, prohibition or restriction.[7]

12. Payment Terms

12.1 Unless otherwise agreed in writing, payment is due in advance in cleared funds prior to dispatch. Where credit terms are expressly granted, payment is due within the period stated in the Order Confirmation, time being of the essence.

12.2 Payment shall be made in the currency of the invoice, in full and in cleared funds, to the bank account nominated by the Seller in writing. The Customer bears all bank charges, correspondent bank deductions and currency conversion costs, such that the Seller receives the full invoiced amount.

12.3 The Customer shall make all payments free of any set-off, counterclaim, deduction, abatement, retention or withholding of any kind, whether arising under these Terms or otherwise, save to the extent required by law or expressly consented to by the Seller in writing.

12.4 Where payment is delayed, the Seller is entitled to statutory default interest on the overdue sum and to reasonable compensation for recovery costs, in each case as provided by the applicable late payment legislation of the Republic of Cyprus implementing the Union framework on combating late payment in commercial transactions.[8]

12.5 The Customer acknowledges that payments may be subject to screening, delay, rejection or freezing by banks, correspondent banks and payment intermediaries in consequence of sanctions and financial crime compliance procedures. Any such delay does not discharge the Customer's payment obligation, and any resulting cost or loss shall be borne by the Customer.

12.6 Payments received shall be applied by the Seller first to recovery costs, then to interest, then to the oldest outstanding invoice, notwithstanding any contrary appropriation by the Customer.

13. Credit, Financial Standing and Security

13.1 The grant of credit is at the Seller's sole discretion and may be reduced, suspended or withdrawn at any time upon written notice, without liability.

13.2 The Seller may at any time require, as a condition of continued performance, payment in advance, an irrevocable letter of credit confirmed by a bank acceptable to the Seller, a parent company guarantee, a bank guarantee, or such other security as the Seller may reasonably require.

13.3 Where the Customer fails to make any payment when due, exceeds any credit limit, becomes subject to any insolvency event, suffers a material deterioration in its financial condition, or where the Seller forms a reasonable belief that any of the foregoing is likely to occur, the Seller may, without liability and without prejudice to any other right: (a) suspend further deliveries under any or all contracts with the Customer; (b) require immediate payment of all sums outstanding, whether or not then due; (c) withhold the release of documents of title; and (d) terminate any affected contract by written notice.

PART III — DELIVERY, RISK, TITLE AND ACCEPTANCE

14. Delivery Terms and Incoterms

14.1 Delivery shall be made in accordance with the trade term stated in the quotation and Order Confirmation. All trade terms are to be construed in accordance with the ICC Incoterms® 2020 rules unless a different version is expressly stated.[9]

14.2 Each trade term shall be stated in full, comprising the three-letter rule, the named place or port, and the version — for example, "FCA Limassol, Cyprus, Incoterms® 2020". Where a trade term is stated without a version, Incoterms® 2020 shall apply. Where a trade term is stated without a named place, the named place shall be the Seller's nominated dispatch point.

14.3 The applicable Incoterms rule governs only the allocation of delivery, risk, transport and insurance obligations, export and import formalities and related costs as between the parties. It does not govern the passing of title, the price or payment terms, the warranty regime, intellectual property, limitation of liability, sanctions and export control obligations, governing law or dispute resolution, each of which is governed exclusively by these Terms.

14.4 Delivery dates and lead times are estimates given in good faith on the basis of information available at the time of quotation. Time for delivery is not of the essence unless expressly agreed in writing and designated as such. The Seller is not liable for any delay in delivery, and delay does not entitle the Customer to reject the Goods, to cancel the order, or to claim damages, save where otherwise expressly agreed in writing.

14.5 The Seller may deliver the Goods in instalments, each of which shall be invoiced and paid for separately. A defect in or delay affecting one instalment does not entitle the Customer to reject or cancel any other instalment.

15. Delivery to Ports, Vessels, Agents, Warehouses and Third Parties

15.1 Where delivery is to be made to a vessel, port, terminal, shipyard, port agent, freight forwarder, warehouse or other nominated third party, the Customer is responsible for ensuring that the consignee is identified correctly, is authorized and willing to receive the Goods, and is available at the delivery location during the delivery window.

15.2 Delivery to the nominated consignee, agent or forwarder constitutes delivery to the Customer for all purposes under these Terms, and the Seller is under no obligation to verify the authority of any person presenting at the delivery location who appears to be authorized to receive the Goods.

15.3 The Customer is responsible for all port access permissions, security clearances, gate passes, customs formalities and berthing or vessel schedule information required for delivery. The Seller bears no responsibility for vessel schedule changes, berth changes, port congestion, vessel departure prior to delivery, or the refusal of any port, terminal or agent to accept the Goods.

15.4 Where delivery cannot be effected for reasons attributable to the Customer, the vessel or any nominated third party, the Goods shall be deemed delivered, risk shall pass to the Customer, and the Seller may store the Goods at the Customer's risk and expense, recover all resulting storage, demurrage, redelivery, re-forwarding and handling charges, and invoice the Goods as if delivered.

16. Risk and Retention of Title

16.1 Risk of loss of or damage to the Goods passes to the Customer at the point determined by the applicable Incoterms® 2020 rule stated in the Order Confirmation, or, where no such rule is stated, upon the Goods being placed at the disposal of the Customer or its carrier at the Seller's nominated dispatch point.

16.2 Notwithstanding the passing of risk, legal and beneficial title to the Goods does not pass to the Customer until the Seller has received payment in full and in cleared funds of all sums due in respect of the Goods and of all other sums owing by the Customer to the Seller on any account whatsoever.

16.3 Until title passes, the Customer shall: (a) hold the Goods as the Seller's fiduciary bailee; (b) store the Goods separately from other goods and in a manner enabling their identification as the Seller's property; (c) not remove, deface or obscure any identifying mark or packaging; (d) maintain the Goods in satisfactory condition and insured against all customary risks for their full price; and (e) hold the proceeds of any insurance claim on trust for the Seller.

16.4 The Customer may resell or use the Goods in the ordinary course of its business before title passes, but shall hold the proceeds of any such resale on trust for the Seller in a separate identifiable account to the extent of the sums owing to the Seller.

16.5 The Seller may at any time before title passes, upon reasonable notice, require the Customer to deliver up the Goods, and, where the Customer fails to do so promptly, may enter any premises where the Goods are stored in order to recover them. The Customer grants the Seller, its employees and agents an irrevocable licence for that purpose.

16.6 Where the laws of the place in which the Goods are situated do not give effect to a retention of title provision in the terms set out above, the Seller shall be entitled to the most extensive security interest or equivalent right available under those laws, and the Customer shall execute such documents and take such steps as the Seller may reasonably require to perfect that right.

17. Inspection on Delivery and Notification of Delivery Issues

17.1 The Customer shall inspect the Goods immediately upon delivery and shall satisfy itself as to quantity, part numbers, description, apparent condition and completeness of accompanying documentation.

17.2 The Customer shall give the Seller written notice of any shortage, incorrect item, damage, non-conformity or other delivery issue that is apparent on reasonable inspection within five (5) business days of delivery. Such notice shall specify the Order Confirmation number, the items affected, the nature of the issue and the quantity concerned, and shall be accompanied by supporting photographic evidence and, where applicable, the carrier's delivery receipt bearing the relevant notation.

17.3 In respect of a defect that is not reasonably apparent on inspection at the point of delivery (a "latent defect"), the Customer shall give written notice promptly, and in any event within five (5) business days, after the Customer discovers or ought reasonably to have discovered the defect, and in all cases within the applicable warranty period.

17.4 The Customer shall preserve the Goods, their packaging, shipping marks and all associated documentation in the condition in which they were received, and shall not install, modify, dismantle, repair, machine, commission or dispose of any item in respect of which a claim is made, until the Seller has had a reasonable opportunity to inspect the item or has waived inspection in writing.

17.5 Failure to give notice within the periods specified in this clause, or failure to preserve the Goods and evidence as required, shall constitute irrevocable acceptance of the Goods as conforming, and the Customer shall be bound to pay the price in full, save in respect of any liability that cannot be excluded by law.

18. Transport Damage and Claims Against Carriers

18.1 Where risk has passed to the Customer, claims in respect of loss of or damage to the Goods in transit lie against the carrier, and the Customer is responsible for pursuing such claims in accordance with the carrier's terms and the applicable transport convention.

18.2 The Customer shall ensure that any loss, shortage or damage is noted on the delivery receipt, bill of lading, air waybill, consignment note or other transport document at the time of delivery, that the carrier is notified within the period prescribed by the applicable carriage regime, and that the Goods and packaging are retained for the carrier's inspection.

18.3 The carriage of the Goods may be governed by mandatory international conventions and by the carrier's own terms of carriage, including, as applicable, the Hague Rules and the Hague-Visby Rules, the Hamburg Rules, the Rotterdam Rules where in force, the CMR Convention in respect of carriage by road, and the Montreal Convention in respect of carriage by air.[10] Such conventions and terms apply to the contract of carriage independently of these Terms, and nothing in them extends, enlarges or varies the Seller's liability under the contract of sale.

18.4 Where the Seller arranges carriage as agent for or as an accommodation to the Customer, the Seller does so without assuming the obligations or liabilities of a carrier, contracting carrier or freight forwarder, and the Seller's liability in respect of such arrangement is limited to the exercise of reasonable care in the selection of the carrier.

19. Cancellation by the Customer

19.1 An order that has been confirmed by an Order Confirmation may not be cancelled, varied, suspended or reduced in whole or in part except with the Seller's prior written authorization, which may be withheld at the Seller's discretion or granted subject to conditions.

19.2 Where the Seller authorizes cancellation, the Customer shall pay: (a) the price of all Goods already dispatched or delivered; (b) all costs irrevocably incurred by the Seller, including supplier cancellation and restocking charges, non-recoverable deposits, freight, storage and customs charges; (c) the cost of all materials and items specially procured, manufactured, modified or certified for the order; and (d) a reasonable administration charge.

19.3 Orders for special-order, non-stock, made-to-order, customized, certificate-specific, class-approved or manufacturer-direct Goods are non-cancellable and non-refundable once placed with the Seller's supplier.

20. Returns

20.1 No Goods may be returned without the Seller's prior written return authorization, which shall specify the items authorized, the return address, the return reference and any applicable conditions. Goods returned without such authorization may be refused, returned to the Customer at the Customer's expense, or held at the Customer's risk and cost.

20.2 A request for return authorization must be made within the notice periods prescribed in Clause 17. Authorized returns must be received by the Seller within fourteen (14) calendar days of the date of authorization, carriage and insurance prepaid by the Customer unless the Seller expressly agrees otherwise.

20.3 Goods must be returned complete, unused, uninstalled, unmodified, free of contamination, and in their original and undamaged packaging, together with all seals, tags, labels, certificates and documentation received.

20.4 Where a return is accepted for reasons other than the Seller's breach, the Seller may apply a restocking charge and deduct all freight, handling, inspection, reconditioning, recertification and customs costs from any credit issued. Credits are issued by credit note and do not constitute an admission of liability.

20.5 The following Goods are not returnable in any circumstances save where the Seller is in breach: special-order, made-to-order, customized and non-stock items; electrical, electronic and automation components once unsealed or energized; gaskets, seals, fluids, chemicals, paints, lubricants, adhesives and other consumables; items supplied against a specific certificate; and used, reconditioned, refurbished, surplus or new old stock items.

PART IV — WARRANTY, COMPLIANCE AND CERTIFICATION

21. Warranty

21.1 The Seller warrants that, at the time of delivery, it is entitled to transfer title to the Goods and that the Goods correspond in description with the Goods identified in the Order Confirmation.

21.2 Save as set out in Clause 21.1 and in any express written warranty given in the Order Confirmation, the Goods are supplied with the benefit only of such warranty as the manufacturer or upstream supplier of the Goods in fact grants and in fact extends to the Customer. The Seller's sole obligation is to pass through to the Customer, so far as it is legally able and without assuming any primary obligation, the benefit of any such warranty, and, at the Customer's cost, to provide reasonable assistance in presenting a warranty claim to the manufacturer or upstream supplier.

21.3 To the fullest extent permitted by applicable law, all other terms, conditions, warranties, representations and undertakings, whether express or implied by statute, common law, custom, trade usage or otherwise, including any implied term as to satisfactory quality, merchantability, durability, fitness for a particular purpose, correspondence with sample or non-infringement, are excluded from the contract.

21.4 No warranty applies in respect of any defect arising from or attributable to: fair wear and tear; incorrect selection, specification or part identification by the Customer; improper storage, handling, preservation or transport after delivery; incorrect installation, commissioning, alignment, calibration or testing; use outside the manufacturer's stated operating parameters; use of unsuitable fuels, lubricants, fluids, coolants or consumables; failure to perform scheduled maintenance; repair, modification, machining or dismantling by any person other than a person authorized by the Seller or the manufacturer; corrosion, contamination, water ingress or marine environmental exposure; accident, misuse, negligence or force majeure; or combination of the Goods with other goods or systems.

21.5 Where a warranty claim is accepted, the Seller's liability is limited, at the Seller's option, to the repair of the affected Goods, the supply of replacement Goods, or the issue of a credit not exceeding the price paid for the affected Goods. The Seller is not liable for the cost of removal, dismantling, reinstallation, recommissioning, retesting, recertification, labor, crane or lifting services, riding squads, travel, diver services, towage, dry-docking, or vessel downtime.

21.6 Any repair or replacement does not extend or restart the original warranty period.

22. No Installation, Engineering, Design or Advisory Responsibility

22.1 The Seller supplies Goods only. Unless the Seller has expressly agreed in writing to supply services under a separate written scope of work, the Seller does not undertake and bears no responsibility for installation, removal, fitting, machining, welding, alignment, commissioning, testing, calibration, programming, troubleshooting, maintenance, condition monitoring, repair, superintendence or supervision.

22.2 The Seller does not act as a naval architect, marine engineer, classification consultant, technical superintendent, surveyor, design authority or regulatory adviser, and no statement made by the Seller or its personnel shall be construed as professional engineering, classification, flag State or legal advice.

22.3 Any technical information, drawing, dimensional data, cross-reference, compatibility indication, application note or recommendation furnished by the Seller is provided for guidance only, without warranty as to accuracy or completeness, and is to be verified by the Customer or by a competent qualified person engaged by the Customer before reliance is placed upon it.

22.4 The Customer is responsible for ensuring that the Goods are installed, used and maintained by competent personnel in accordance with the manufacturer's instructions, the vessel's safety management system, applicable class rules and all applicable statutory requirements.

23. Product Compliance, Certification and Documentation

23.1 The Customer is solely responsible for determining the regulatory, statutory, classification and certification requirements applicable to the Goods in the context of their intended installation, use, flag State, class notation, trading pattern and port of call, and for specifying those requirements in the RFQ prior to acceptance of a quotation.

23.2 Where the Seller expressly agrees in the Order Confirmation to supply Goods accompanied by specified documentation — including a manufacturer's certificate of conformity, a works certificate, a material test certificate, a type approval certificate, a declaration of conformity or a classification society certificate — the Seller shall use reasonable endeavors to procure and deliver such documentation. Where no documentation is specified in the Order Confirmation, none is supplied.

23.3 The Seller gives no representation, warranty or undertaking that any Goods, or any documentation accompanying them, will be accepted by any classification society, flag State administration, port State control authority, insurer, surveyor, charterer or other third party, and the Seller is not liable for any such non-acceptance.

23.4 Where the Goods placed on the Union market fall within a harmonized product regime, they are subject to Union market surveillance and to controls on products entering the Union market, which may give rise to authority checks, requests for information, corrective measures, withdrawal from the market or recall.[11] The Customer shall cooperate with the Seller in relation to any such measure.

23.5 The Customer shall promptly transmit to all affected end users, vessel operators and downstream recipients any safety notice, service bulletin, technical bulletin, field campaign, withdrawal or recall notice communicated to it by the Seller, and shall take all steps reasonably required by the Seller to give effect to such notice.

24. Marine Equipment, Wheel Mark and Vessel Requirements

24.1 Certain marine equipment placed or to be placed on board a ship flying the flag of a Member State of the Union, for which the approval of the flag State administration is required by international instruments, is subject to the Union marine equipment regime, the objective of which is to enhance safety at sea and to prevent marine pollution through the uniform application of the relevant international instruments.[12]

24.2 Such equipment must satisfy the applicable design, construction and performance requirements, must demonstrate conformity through the applicable testing standards and conformity assessment procedures, and must bear the wheel mark and be accompanied by the required EU declaration of conformity, which the manufacturer is required to keep available for a period of at least ten (10) years and in any event for no shorter a period than the expected life of the equipment.[13]

24.3 The international instruments to which the Union marine equipment regime gives effect include the International Convention for the Safety of Life at Sea, 1974 (SOLAS), the International Convention for the Prevention of Pollution from Ships, 1973, as modified by the Protocol of 1978 (MARPOL), and the Convention on the International Regulations for Preventing Collisions at Sea, 1972 (COLREG), together with the testing standards adopted thereunder.[14]

24.4 The Customer shall state in its RFQ whether the Goods are intended for installation on board a vessel flying the flag of a Member State of the Union, and shall identify the flag State, classification society, class notation and any applicable statutory certificate requirement. Where the Customer fails to do so, the Seller is entitled to assume that no wheel-marked or type-approved equipment is required, and the Seller bears no liability in respect of that assumption.

24.5 Nothing in these Terms constitutes a representation by the Seller that any item is wheel-marked, type-approved, class-approved or otherwise suitable for a statutory application, unless that is expressly stated in the Order Confirmation.

PART V — TRADE CONTROLS, INTEGRITY AND FORCE MAJEURE

25. Sanctions and Export Controls

25.1 The Customer shall comply at all times with all applicable restrictive measures, trade sanctions, embargoes, export controls, import controls and related laws, including those of the European Union and the Republic of Cyprus, the United Nations, the United Kingdom, the United States of America, and any other jurisdiction applicable to the Customer, the Goods, the vessel, the carriage, the payment or the end use (together, "Trade Controls").

25.2 The Customer represents and warrants, on a continuing basis and in respect of each order, that: (a) neither the Customer, nor any of its owners, directors, officers, affiliates, agents, end users, vessels, vessel owners, operators, managers, charterers, consignees, banks or insurers is a person designated under, owned or controlled by a person designated under, or acting on behalf of a person designated under any Trade Controls; (b) the Goods are not destined, directly or indirectly, for a sanctioned territory, a sanctioned person, or a prohibited end use; (c) the Goods will not be re-exported, transshipped, diverted or re-sold in contravention of any Trade Controls; and (d) no part of any payment derives from a source that would cause the Seller to contravene any Trade Controls.

25.3 Certain items, software and technology capable of both civil and military application, including items relevant to the proliferation of weapons of mass destruction, are subject to the Union dual-use regime governing export, brokering, technical assistance, transit and intra-Union transfer, and may require authorization.[15] The Customer shall not use, re-export or transfer any Goods in a manner that would require an authorization that has not been obtained.

25.4 Certain goods and technology, including maritime navigation goods and technology, together with the provision of related technical assistance — which extends to support in connection with repair, development, manufacture, assembly, testing, maintenance and other technical services — are subject to Union restrictive measures in respect of the Russian Federation and other restricted destinations.[16]

25.5 The Seller may, at any time and as a condition of quoting, accepting, performing or delivering, require the Customer to provide information and documentation for the purposes of due diligence, including know-your-customer, know-your-vessel and know-your-business information, an end-user statement, an end-use statement, a no re-export undertaking, ownership and control information, vessel particulars and IMO number, and evidence of destination and final consignee.

25.6 The Seller may screen the Customer, its affiliates, beneficial owners, personnel, nominated consignees, agents, forwarders, vessels and their owners, operators and managers, IMO numbers, ports, destinations, banks and insurers against applicable designated-party and restricted-party lists, at any time before or after contract formation.

26. Compliance Information and Records

26.1 The Customer shall furnish promptly, and in any event within the time reasonably specified by the Seller, all information and documentation requested by the Seller for the purposes of Trade Controls compliance, customs compliance, fiscal compliance, anti-money laundering compliance or the discharge of any legal or regulatory obligation to which the Seller is subject.

26.2 The Customer warrants that all such information is true, accurate, complete and not misleading, and shall notify the Seller immediately in writing of any change that renders previously supplied information inaccurate or incomplete.

26.3 The Seller maintains records of its transactions, including commercial documents, invoices, manifests and transport documents identifying the description and quantity of the items, the exporter and consignee, and, where known, the end use and end user. Such records are retained for the periods required by applicable law, including, where applicable, a period of at least five (5) years in respect of exports, brokering services and technical assistance, and at least three (3) years in respect of intra-Union transfers of listed dual-use items, in each case calculated in accordance with the applicable regulation, and for such longer period as may be required for the establishment, exercise or defense of legal claims.[17]

27. Refusal, Suspension and Cancellation on Compliance Grounds

27.1 The Seller may, without liability of any kind and without any obligation to state reasons, decline to quote, decline to accept an order, suspend performance, withhold delivery, decline to release documents, or cancel any order or contract in whole or in part, where the Seller determines, in its sole and reasonable discretion, that proceeding would or might: (a) contravene any Trade Control or other applicable law; (b) expose the Seller, its personnel, its banks, its insurers or its suppliers to a risk of designation, penalty, enforcement action or reputational harm; (c) be prohibited or refused by any bank, insurer, carrier or supplier of the Seller; or (d) involve information that the Seller reasonably believes to be false, incomplete or misleading.

27.2 Upon any such refusal, suspension or cancellation, the Seller shall have no liability for any direct, indirect or consequential loss, cost, delay or damage whatsoever, and the Customer shall remain liable for all Goods already delivered and all costs irrevocably incurred by the Seller.

27.3 Where the Seller is legally prohibited from returning funds received from the Customer, such funds shall be held, frozen or dealt with as required by the applicable law or competent authority, and the Seller shall not be in breach of these Terms by reason of so doing.

28. Import, Export and Other Licences

28.1 The Customer is solely responsible for obtaining, at its own cost, all import licences, permits, authorizations, registrations, certificates of origin, consular legalizations, pre-shipment inspections and customs clearances required in the country of importation and in any country of transit, and for paying all associated duties, taxes and charges.

28.2 The Seller is responsible for obtaining an export licence or authorization only where it has expressly accepted that obligation in writing in the Order Confirmation. Where the Seller has so accepted, its obligation is limited to the exercise of reasonable endeavors, and the Seller bears no liability for the refusal, revocation, delay or conditioning of any licence by a competent authority.

28.3 Where a required licence or authorization is refused, revoked or not obtained within a reasonable time, the affected contract shall be suspended and may thereafter be terminated by either party by written notice, without liability on either side save for payment in respect of Goods already delivered and costs irrevocably incurred by the Seller.

28.4 The Customer shall not apply for, or cause to be applied for, any licence or authorization in the Seller's name without the Seller's prior written consent.

29. Anti-Bribery, Anti-Corruption, Anti-Money Laundering and Ethical Conduct

29.1 Each party shall comply with all applicable laws relating to bribery, corruption, facilitation payments, fraud, tax evasion and the facilitation of tax evasion, money laundering, terrorist financing and the financing of proliferation, including the Union anti-money laundering framework and its implementation in the Republic of Cyprus, the detailed application of which is subject to local law review.[18]

29.2 The Customer shall not, directly or indirectly, offer, promise, give, request, agree to receive or accept any financial or other advantage with the intention of inducing or rewarding the improper performance of any function or activity, or otherwise in connection with the Goods or these Terms.

29.3 The Customer shall not create, procure, present or rely upon any false, forged, altered or misleading document, declaration, certificate, invoice, packing list, transport document, end-user statement or statement of origin, and shall not engage in or facilitate any arrangement designed to conceal the true nature, origin, destination, end user or end use of the Goods or the true source of funds, or otherwise to circumvent or evade any Trade Control.

29.4 The Customer shall maintain adequate policies, procedures and controls to secure compliance with this Clause 29, and shall notify the Seller immediately upon becoming aware of any actual or suspected breach.

29.5 Breach of this Clause 29 is a material breach entitling the Seller to terminate all contracts with the Customer with immediate effect by written notice, without liability and without prejudice to any accrued right or remedy.

30. Force Majeure

30.1 The Seller shall not be liable for any failure to perform, or delay in performing, any obligation under these Terms (other than an obligation to pay money) to the extent that such failure or delay results from an event or circumstance beyond its reasonable control (a "Force Majeure Event").

30.2 A Force Majeure Event includes: act of God, earthquake, storm, flood, fire, explosion and natural disaster; epidemic, pandemic and public health measure; war, whether declared or not, hostilities, invasion, act of a foreign enemy, terrorism, piracy, armed robbery at sea, sabotage, civil commotion, riot and insurrection; the imposition, amendment, extension or interpretation of any sanction, restrictive measure, export control, embargo, tariff, prohibition or licensing requirement; action or inaction of any government, customs authority, port State or other competent authority; port, canal, waterway, airspace or border closure, congestion or restriction; strike, lock-out and other industrial action, whether or not involving the Seller's

workforce; failure, delay, default, insolvency or allocation restriction affecting any manufacturer, supplier, subcontractor, carrier or forwarder of the Seller; shortage or unavailability of materials, components, labor, transport capacity, vessels, aircraft or containers; cyber incident, ransomware, denial-of-service attack, failure of telecommunications, electronic payment infrastructure or utility supply; and the refusal, withdrawal or restriction of banking, payment, insurance or reinsurance services.

30.3 The Seller shall notify the Customer of the Force Majeure Event within a reasonable time and shall use reasonable endeavors to mitigate its effects. The time for performance shall be extended by the duration of the Force Majeure Event and by such further period as is reasonably required to resume performance.

30.4 Where a Force Majeure Event continues for more than sixty (60) consecutive days, either party may terminate the affected contract by written notice, without liability save for payment in respect of Goods already delivered and costs irrevocably incurred by the Seller.

30.5 Nothing in this clause requires the Seller to perform any act that would contravene, or that the Seller reasonably considers may contravene, any Trade Control or other applicable law.

PART VI — RISK ALLOCATION, INFORMATION AND PROPERTY

31. Limitation and Exclusion of Liability

31.1 Nothing in these Terms excludes or limits the liability of either party for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be excluded or limited. All other provisions of this clause are subject to this Clause 31.1.

31.2 To the fullest extent permitted by applicable law, the Seller shall have no liability, whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, for any of the following, whether direct or indirect: loss of profit; loss of revenue; loss of anticipated savings; loss of contract, business or business opportunity; loss of goodwill or reputation; loss of or corruption of data; vessel delay, detention, deviation, off-hire, hire, demurrage, detention charges or loss of use of a vessel; charterparty claims, cargo claims, port State control detention or classification society costs; the cost of dry-docking, towage, salvage, divers, riding crews, superintendents, crane or lifting services; the cost of removal, dismantling, reinstallation, recommissioning, retesting or recertification; the cost of substitute or replacement goods procured elsewhere; wasted expenditure; fines or penalties; or any indirect, special, incidental, punitive or consequential loss.

31.3 Subject to Clause 31.1, the aggregate liability of the Seller arising out of or in connection with any contract formed under these Terms, whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, shall in no event exceed the price actually paid by the Customer to the Seller for the specific Goods or services giving rise to the claim.

31.4 Each limitation and exclusion in this clause operates separately. If any is held to be unenforceable, the remainder shall continue to apply.

31.5 No claim may be brought against the Seller unless written notice of the claim, specifying the grounds and the amount claimed in reasonable detail, is given to the Seller within twelve (12) months of the date of delivery of the Goods concerned, and proceedings are commenced within the applicable limitation period prescribed by law.

31.6 The Customer acknowledges that the price of the Goods reflects the allocation of risk effected by this clause, and that the Customer is free to insure against the risks that it assumes.

32. Indemnity by the Customer

32.1 The Customer shall indemnify, defend and hold harmless the Seller, its affiliates and their respective directors, officers, employees and agents against all claims, demands, proceedings, liabilities, losses, damages, fines, penalties, costs and expenses (including reasonable legal fees and the costs of regulatory response) arising out of or in connection with: (a) any breach by the Customer of these Terms; (b) any inaccurate, incomplete or misleading information supplied by the Customer, including part identification, vessel, flag, end-user or end-use information; (c) any breach of any Trade Control or other applicable law by the Customer or any person for whom it is responsible; (d) the installation, use, resale, re-export, transfer or disposal of the Goods by the Customer or any downstream recipient; (e) any claim that materials supplied by the Customer to the Seller infringe the rights of a third party or any obligation of confidence; and (f) any claim brought by a third party, including a vessel owner, operator, charterer, cargo interest, insurer or end user, in respect of the Goods, save to the extent that such claim results from the Seller's own breach of an express written obligation.

32.2 The Seller shall give the Customer notice of any claim subject to indemnity and shall not settle any such claim without the Customer's consent, such consent not to be unreasonably withheld or delayed. The Seller may, at the Customer's cost, assume or participate in the conduct of the defense where the Seller reasonably considers that its interests require it.

33. Confidentiality

33.1 Each party shall keep confidential all non-public information disclosed to it by the other party in connection with these Terms, including pricing, discount structures, sourcing arrangements, supplier identities, technical data, drawings, vessel information and commercial terms, and shall not use such information except for the purpose of performing its obligations.

33.2 The receiving party may disclose confidential information to its directors, employees, professional advisers, insurers, bankers, carriers, suppliers and subcontractors who need to know it for that purpose and who are bound by equivalent obligations of confidence, and may disclose such information to the extent required by law, by a court or regulator of competent jurisdiction, or by the rules of any applicable listing authority.

33.3 The obligations in this clause do not apply to information that is or becomes public otherwise than through breach, that was lawfully in the receiving party's possession free of any obligation of confidence, or that is independently developed without reference to the disclosed information.

33.4 This clause survives the completion, expiry or termination of any contract for a period of five (5) years.

34. Data Protection and Privacy

34.1 Each party shall comply with its respective obligations under applicable data protection law, including the General Data Protection Regulation and the data protection law of the Republic of Cyprus.[19]

34.2 In the course of the RFQ, quotation, contracting, delivery, compliance and after-sales processes, the Seller processes personal data relating to the Customer's personnel and representatives, including names, job titles, business contact details, business electronic mail addresses that identify an individual, correspondence, and technical identifiers such as internet protocol addresses and cookie identifiers.[20] Processing includes collection, recording, storage, consultation, use, disclosure by transmission, restriction and erasure.

34.3 The Seller processes such personal data on the lawful bases of: performance of a contract, or steps taken at the request of the data subject prior to entering into a contract; compliance with a legal obligation to which the Seller is subject, including customs, fiscal, trade control and anti-money laundering record-keeping obligations; the legitimate interests pursued by the Seller in operating, securing and developing its business, conducting compliance screening and establishing, exercising or defending legal claims; and, where required, consent.[21]

34.4 Where personal data is transferred to a country outside the European Economic Area in the absence of an adequacy decision, the Seller implements an appropriate transfer safeguard, which may include the European Commission's standard contractual clauses, supplemented where required by a transfer impact assessment and additional measures.[22]

34.5 Retention. Personal data contained in RFQs that do not result in a contract is retained by default for twelve (12) months following the date of last communication, after which it is deleted or anonymized, unless a longer retention period is required for the establishment, exercise or defense of legal claims or by applicable law. Transaction, accounting, customs and trade compliance records are retained for the periods required by applicable law, including the dual-use record-keeping periods referred to in Clause 26.3.

34.6 Cookies and similar technologies placed on or read from the user's terminal equipment through the Site are governed by the Seller's separate cookie notice and cookie consent mechanism, which distinguishes strictly necessary, operational and analytics cookies, and not by these Terms.[23]

34.7 The Seller's privacy notice, available on the Site, sets out in full the information required to be provided to data subjects, including the identity of the controller, the purposes and lawful bases of processing, recipients, international transfers, retention periods and data subject rights. Data protection enquiries may be addressed to [PRIVACY EMAIL].

35. Intellectual Property

35.1 Nothing in these Terms transfers to the Customer any right, title or interest in or to any intellectual property right of the Seller, of any manufacturer, or of any third party, including patents, designs, copyright, database rights, trademarks, trade names, know-how and confidential information.

35.2 Trademarks, trade names, part numbers and model designations of manufacturers appearing in quotations, invoices, packaging or on the Site remain the property of their respective owners and are used solely for identification and application reference purposes.

35.3 Any drawing, specification, catalogue, technical document, price list or quotation supplied by the Seller remains the Seller's property, is supplied in confidence, and shall not be copied, published, disclosed to any third party or used for any purpose other than the Customer's use of the Goods, and shall be returned or destroyed on request.

35.4 The Customer shall not remove, alter, obscure or tamper with any trademark, serial number, nameplate, holographic label, batch code, wheel mark or certification mark applied to the Goods or their packaging, and shall not represent any Goods as genuine OEM parts where they are not supplied as such.

35.5 The Customer grants the Seller a non-exclusive, royalty-free licence to use materials supplied by the Customer, including drawings, parts lists and photographs, for the purpose of sourcing, quoting, supplying and supporting the Goods.

PART VII — GENERAL PROVISIONS

36. Notices

36.1 Any notice given under these Terms shall be in writing in the English language and shall be delivered by hand, by internationally recognized courier, or by electronic mail to the address or electronic mail address last notified by the recipient in writing, and in the case of the Seller to info@navirock.com and to its registered office.

36.2 A notice is deemed received: if delivered by hand, at the time of delivery; if sent by courier, on the date of signature of the courier's receipt; and if sent by electronic mail, at the time of transmission, or, where transmission occurs outside business hours in the place of receipt, at the commencement of business on the next business day, provided that no automated non-delivery or out-of-office rejection message is received.

36.3 This clause does not apply to the service of any document in legal proceedings or in any arbitration or other method of dispute resolution.

37. Assignment, Subcontracting and Third Party Rights

37.1 The Customer shall not assign, novate, charge, declare a trust over, subcontract or otherwise transfer or deal in any of its rights or obligations under these Terms without the Seller's prior written consent.

37.2 The Seller may assign, novate, charge or otherwise transfer its rights and obligations to any affiliate or to any successor to all or a substantial part of its business, and may perform any of its obligations through subcontractors, agents or suppliers, remaining responsible for the performance of its own obligations.

37.3 A person who is not a party to a contract formed under these Terms has no right to enforce any of its terms, save that the Seller's affiliates and their respective directors, officers, employees and agents may enforce Clauses 31 and 32 to the extent permitted by the governing law.

38. Severability

38.1 If any provision of these Terms is or becomes invalid, illegal or unenforceable in whole or in part under the law of any jurisdiction, that provision shall, to the extent required, be deemed modified to the minimum extent necessary to make it valid, legal and enforceable while giving effect so far as possible to the commercial intention of the parties.

38.2 Where such modification is not possible, the provision or part-provision concerned shall be deemed deleted, and the deletion shall not affect the validity, legality or enforceability of the remainder of these Terms or of that provision in any other jurisdiction.

39. No Waiver

39.1 No failure or delay by the Seller in exercising any right, power or remedy under these Terms or at law shall operate as a waiver of that right, power or remedy, nor shall any single or partial exercise preclude any further exercise.

39.2 A waiver of any right, power or remedy, or of any breach or default, is effective only if given in writing and signed by an authorized representative of the Seller, and applies only to the specific instance and for the specific purpose for which it is given.

39.3 In particular, the acceptance of late payment, of part payment, of a late notice of claim, or of a non-conforming performance shall not constitute a waiver of any requirement of these Terms in respect of any other instance.

40. Entire Agreement

40.1 These Terms, together with the Seller's quotation and Order Confirmation, constitute the entire agreement between the parties in respect of their subject matter and supersede all prior agreements, understandings, negotiations, representations, warranties, proposals, communications and arrangements, whether written or oral, relating to that subject matter.

40.2 Each party acknowledges that in entering into a contract under these Terms it does not rely on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty that is not expressly set out in these Terms, the quotation or the Order Confirmation.

40.3 Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

41. Governing Law and Exclusion of the CISG

41.1 These Terms, each contract formed under them, and all non-contractual obligations arising out of or in connection with them, are governed by and shall be construed in accordance with the law of the Republic of Cyprus, in exercise of the parties' freedom to choose the law applicable to their contract, and without prejudice to any overriding mandatory provision or other mandatory rule of law that cannot be derogated from by agreement.[24]

41.2 The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) does not apply to these Terms or to any contract formed under them, unless NAVIROCK expressly agrees otherwise in writing.[25]

41.3 The application of any conflict of laws rule that would result in the application of the law of another jurisdiction is excluded to the fullest extent permitted.

42. Jurisdiction and Enforcement

42.1 The courts of the Republic of Cyprus shall have jurisdiction to settle any dispute arising out of or in connection with these Terms or any contract formed under them, including any non-contractual dispute, and the parties submit to that jurisdiction.[26]

42.2 The jurisdiction conferred by Clause 42.1 is exclusive as against the Customer and non-exclusive as against the Seller. Accordingly, the Seller may, at its option, bring proceedings against the Customer in any court of competent jurisdiction, including the courts of the place where the Customer is established, where the Customer has assets, where the Goods are situated, where payment was to be made, or where a vessel connected with the transaction is located, and may bring concurrent proceedings in any number of jurisdictions to the extent permitted by law.

42.3 Nothing in this clause prevents either party from applying to any court of competent jurisdiction for interim, protective, injunctive or conservatory relief, including an order for the arrest of a vessel or the attachment of assets.

42.4 The parties acknowledge that the recognition and enforcement of judgments in civil and commercial matters as between Member States of the Union is governed by the applicable Union framework, and that recognition and enforcement elsewhere is subject to the law of the place of enforcement.

43. Language

43.1 These Terms are drafted and concluded in the English language. All contractual documents, notices, claims, correspondence and proceedings shall be in English.

43.2 Any translation of these Terms is provided for convenience only. In the event of any conflict, ambiguity or inconsistency between the English text and any translation, the English text shall prevail.

43.3 Technical documentation and manufacturer certification accompanying the Goods are supplied in the language in which they are issued by the manufacturer, and the Seller is under no obligation to procure a translation.

44. Survival and Continuing Obligations

44.1 The expiry, completion, cancellation or termination of any contract formed under these Terms, for whatever reason, shall not affect any right, remedy, obligation or liability that has accrued as at the date of expiry, completion, cancellation or termination.

44.2 The following clauses survive and remain in full force and effect: Clause 11 (Taxes, Value Added Tax, Customs Duties and Fiscal Charges); Clause 12 (Payment Terms); Clause 16 (Risk and Retention of Title); Clause 21 (Warranty); Clause 23 (Product Compliance, Certification and Documentation); Clause 25 (Sanctions and Export Controls); Clause 26 (Compliance Information and Records); Clause 29 (Anti-Bribery, Anti-Corruption, Anti-Money Laundering and Ethical Conduct); Clause 31 (Limitation and Exclusion of

Liability); Clause 32 (Indemnity by the Customer); Clause 33 (Confidentiality); Clause 34 (Data Protection and Privacy); Clause 35 (Intellectual Property); Clause 38 (Severability); Clause 39 (No Waiver); Clause 41 (Governing Law and Exclusion of the CISG); Clause 42 (Jurisdiction and Enforcement); Clause 43 (Language); and this Clause 44.