

Conditions of Sale:

Standard:

In all cases, where terms are not specifically agreed, or where conditions are not covered by the following, the terms of NLM 94 are followed, and with regards to software sec 6-8 in NLM 10 E. It is emphasized that the NLM 94 contains provisions governing the accountability, choice of law and requires arbitration.

Terms of Delivery:

Terms of Delivery are: EX WORKS, Herlev.

Other Terms of Delivery must be agreed separately.

Liability:

EMRI A/S maintains an insurance deal with a recognized insurance company, which with a maximum of DKK 10.0 Millions covers damages on personnel and property, in cases where EMRI A/S is deemed liable for damages created by EMRI A/S products.

There are certain limitations, for instance relating to environmental damages, where USA and Canada are uncovered by the insurance.

It is a general condition for world wide coverage that direct sales to the USA and Canada does not take place.

Guarantee:

EMRI A/S will in a period of 12 months after the approval of EMRI-products onboard, although not more than 18 months after the delivery from the factory, repair or replace any EMRI- unit, that fails due to wrong design, defective materials, or carelessness during the production or test processes provided that the unit has been treated correctly after delivery and provided that the unit has been installed correctly according to instructions.

Unless anything else is specifically agreed, repair place is at EMRI A/S's workshops in Herlev, Denmark, and no costs to travel, disassembly or reassembly are covered by this warranty.

No costs associated to adaptation to a ship's specific or changing parameters are covered by EMRI A/S's warranty.

Damages caused by erroneous installations are not covered by EMRI A/S's guarantee.

Loss of anticipated profit, business opportunities or other indirect losses are not covered by EMRI A/S's warranty.

Extended Warranty:

Any extensions to the above warranty conditions are to be signed by the president of EMRI A/S to be valid.

Repair of failing equipment onboard a ship is an extended warranty clause.

In case repair onboard a ship is agreed to, EMRI A/S's net travel costs to and from the ship have to be reimbursed.

EMRI A/S extended warranty can only cover the working time needed for repair.

EMRI A/S warranty will never cover travel time or sailing time or waiting time.

Return of Products for Credit:

A specially designed product cannot be credited by return.

If a standard product of EMRI A/S's delivery is returned with unbroken seal and within 6 months from delivery, EMRI A/S can credit the fully paid price minus administration costs. (DKK 1500.00 per delivery).

If a product is returned with broken seal, but without visible damages, the product can be credited to 70% of the paid amount if return takes place within 6 months after delivery.

Elder products or products with visible damages cannot be credited by return.

Products with visible damages can be repaired upon specific request by a customer, but there will be given no warranty to the repair of such products.

Property Clauses:

EMRI A/S will never transfer property to software built into a product for a customer, only the right to use the features designed into the product by the software.

EMRI A/S retains the property to all application software built into an EMRI product.

EMRI A/S has before delivery of a product where third party software is utilized paid a license fee covering the right to use this software within the limitations of the EMRI product, and for one ship only.

It is legal to take a safety backup copy of software in an EMRI product, but it is not legal to transfer such software for use in a second ship.

As a main rule, all software is installed at the commissioning or at the sea trial of the ship.

Software will not be installed in products not paid for in full according to the contract between EMRI A/S and the buyer.

Warranty repair will not be carried out on products not paid for in full according to the contract between EMRI A/S and the buyer.

COVID-19 Clause:

The Parties are aware of the current world wide outbreak of the Coronavirus, which is out of the Parties control. The Parties agree that EMRI A/S is entitled to time extensions and/or coverage of extra cost, if EMRI A/S execution of the contract is hindered and/or delayed or becomes more onerous due to the coronavirus outbreak, including, but not limited to any measures taken by public authorities, EMRI A/S, it's sub suppliers or others, to limit or reduce the spread of the corona virus.

EMRI A/S may, without liability, terminate the agreement if delivery under the agreement is, or has to be, suspended for more than 90 calendar days caused by the above. Upon termination, "the client" shall pay for materials and other deliverables already performed under the agreement.

Service:

EMRI A/S recommends exchange of defective products with fully working products carried out onboard by the ship's crew.

Instructions and advice can be given by EMRI A/S's engineers via fax, phone or e-mail.

The necessary fee for such services will normally be covered by the price of the original spare parts bought from EMRI A/S. In cases where no spare parts are bought from EMRI A/S a fee per hour has to be paid.

Regular hot-line failure search has to be paid for on an hourly basis or has to be covered by standard service contracts.

If strictly necessary, EMRI A/S service or design engineers will, against payment according to EMRI A/S's current rates per hour or day for such engineers, carry out service on EMRI products everywhere in the world, except in war zones.

The payment shall include the reimbursement of all travel costs.

Disposal of Products:

EMRI-products must be disposed according to national law.

Herlev,

*C. Nørtoft Thomsen
President*