

Terms & Conditions

Revised 01st January 2021

Our proposals are subject to the terms and conditions below. Where there is a conflict with any terms in the quotes themselves the ones in the quotes will apply.

Delivery Date

To be agreed at the start of the contract.

Exchange Rates / Foreign Currency

Prices in the proposal will normally be in €. If not stated otherwise in the proposal, a change of exchange rates has no influence on the prices.

As some items might be purchased by CELLweaver in USD, GBP or other non-€ currency some proposals may be in a different currency.

Payment Terms

As stated in the proposal. If payment terms are not stated in the proposal they are as follows:

- a) For hardware and service agreements:

pre-payment

- b) For other services including shipping, travel and related costs:

invoicing for payment NET 14 days

Late Payments

For each day that a payment is late, Purchaser accepts that delivery may be delayed by a day.

The Purchaser agrees to pay 0.6% interest per month (calculated per day, pro rata) on amounts outstanding for more than seven (7) days from term of payment.

Title

Title in the equipment, materials, software and intangible goods will pass to the purchaser when payment is received in full.

VAT & Import Duty

VAT & Import Duty are not included, they will be charged according to the tax status of the Purchaser under normal EU and Country rules.

Invoicing for Cable

An estimate for cables may be provided in our proposals based on previous experience. CELLweaver has no control over the cable routes chosen by the yard's cabling specialists so the lengths required by the yard may be more or less than CELLweaver's estimates. We will invoice the Purchaser for the quantity of cable actually requested by the yard.

Items included in CELLweaver's proposal

Unless stated otherwise in the proposal, our quotations *include*:

- Supply of the equipment shown in the proposal

Items not included and/or to be provided by others

Unless stated otherwise in the proposal, our quotations *do not include*:

- Shipping, travel, accommodation & subsistence
- Cable pulling according to CELLweaver's needs (we can advise on the drawings and lists)
- Cable Test Results for all cables for CELLweaver systems run by others must be supplied to CELLweaver so we can confirm they are adequate
- Preparation of spaces and, where applicable, provision of racks/furniture/fixtures for the equipment
- Any necessary modifications to furniture or the structure of the vessel
- Physical mounting of items requiring fitting to the vessel's structure or furniture
- Provision of any special mounts, frames, bezels or finishes
- Provision of cooling for all CELLweaver supplied equipment both in the rack room and around the vessel
- Provision of lifts, hoists or cranes and staff to operate that may be required to transfer our equipment from the on-site store to the required location on board the vessel
- a secure store if necessary

Performance by CELLweaver

CELLweaver will complete all things required promptly, exercising professional skill and care of the highest standards and with all reasonable instructions and directions given to it by the Purchaser.

Access

The proposed labour costs above assume that we have clear access to the areas we need in order to complete our work. CELLweaver reserves the right to charge for any additional costs incurred, and our completion may be delayed, should the access not be available as agreed.

Working Environment for our Engineers

Connection and commissioning of technical equipment cannot be reasonably or effectively undertaken in temperatures between 10°C – 28°C.

IT Equipment – special terms

CELLweaver will set up the IT equipment it supplies and provide training according to the agreed quotation or contract. The following are beyond the scope of the proposals and will be charged on a time and materials basis:

- Configuration of devices not supplied by CELLweaver
- Configuration of other personal devices to provide network connectivity
- Resolution of issues caused by hardware or software not provided by CELLweaver, changes to configuration by others, software updates, and any cause outside CELLweaver's control
- Reconfiguration of equipment supplied early for use in non-final location and subsequently moved on board

Termination by the Purchaser

Should the contract be, for any reason, interrupted and/or terminated by the Purchaser, or if for any reason the project to build the Yacht is terminated or cancelled for any reason, CELLweaver shall be paid the value of the work done to date. CELLweaver shall also be entitled to receive:

- a) the amounts payable in respect of any preliminary items so far as the work or service comprised therein has been carried out and a proper proportion of any such item in which the work or service comprised has only been partially carried out;
- b) the cost of materials or goods ordered for the delivery or for use in connection with the delivery which have been delivered to CELLweaver or of which the supplier is legally liable to accept delivery; and
- c) the amount of any other expenditure which in the circumstances was reasonably incurred by CELLweaver in the expectation of completing the whole of the delivery.

Risk

The supplies and equipment for the job will remain at the risk of CELLweaver until delivery to the Builder's premises.

Once goods have been signed for at their destination they become the responsibility of the Purchaser. Please see the notes on Risk later in this document.

Law

Disputes shall be governed by German Law.

Confidentiality

CELLweaver agrees to keep all aspects of the project confidential unless specifically agreed with the Purchaser.

Warranty

All systems are guaranteed for twelve (12) months from delivery.

Travel, shipping and related costs for warranty work are not included and will be charged at cost + 10%.

Severability Clause

If a provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

1. the validity or enforceability in that jurisdiction of any other provision of these Terms and Conditions; or
2. the validity or enforceability in other jurisdictions of that or any other provision of these Terms and Conditions.

Appendix: Risk – some examples for clarification

General principles:

- where CELLweaver has full control of goods we will take responsibility for them
- where CELLweaver does not have control then the Purchaser has responsibility for them
- common sense should prevail

Examples:

1) A CELLweaver engineer takes an item from the store and carries it to the boat. On the way he accidentally drops it. In this case CELLweaver has control of the item and will replace it at CELLweaver's cost.

2) CELLweaver ships a computer screen to the yard. The package is signed for by the yard or other non-CELLweaver employee as "received in good condition". Three months later an CELLweaver engineer opens the box in the store and finds that even though the box is intact the screen is damaged. In this case CELLweaver will **not** be responsible because the goods were signed for as being in "good condition" by another party outside CELLweaver's control and common sense indicates that shipments containing fragile equipment should be specially inspected on receipt.

All carriers' consignment documents carry the phrase "received in good condition" or similar wording and this should always be crossed out and replaced with "unexamined" by the person signing the delivery note.

If goods are signed for as "Unexamined" then an insurance claim against the carrier can be made.

3) An CELLweaver engineer has partially installed a computer in a guest cabin. The following morning it is found to be missing. In this case the Purchaser will be responsible as CELLweaver is not responsible for security on the site and will not be liable to fund the cost of replacement.

4) An CELLweaver employee working at the yard receives a delivery himself at the yard and signs for it "received in good condition". The item is subsequently found to have been damaged in transit. In this case CELLweaver will replace the item even though an insurance claim would fail.

CELLweaver will insure all valuable consignments in transit, but will not accept claims where goods have been signed for by others "in good condition".