



StarGlass Maritime Solutions Limited

STANDARD TERMS AND CONDITIONS Products & Services

1 Definitions

“Company” is the entity StarGlass Maritime Solutions Limited under whose instruction the Surveyor, Inspector, Auditor, vendor, service provider or Consultant provides respective services or Products either as a contractor, or as a sub-contractor.

“Client or Customer” is the party at whose request the Company provides a Surveyor, Inspector, Auditor or Consultant who undertakes respective surveying, inspection, auditing and consultancy services or to whom the Company delivers a Product.

“Disbursements” means the cost of all associated expenses, including but not limited to photographs, drawings, communication, travel expenses, overnight hotel stay, meals and any other ancillary expenses.

“Fees” means the fees chargeable for the Products and Services delivered by the Company to the Client and exclude any value-added tax, transfer charge, other European Union equivalent of tax or any Disbursements where applicable.

“Product” means any item, machinery, spare part, stores, provision or any other physical material procured and delivered by the Company to a Client

“Report” means any report, manual, reproduction or statement supplied by the Surveyor, Inspector, Auditor or Consultant in connection with the work scope received from the Client.

“Surveyor/ Inspector/ Auditor/ Consultant” is the Surveyor, Inspector, Auditor or Consultant providing respective services under these conditions.

“Working Day or Business Day” means Monday to Friday, excluding public bank holidays.

2 Scope

StarGlass Maritime Solutions Limited shall provide its services and Products solely in accordance with these terms and conditions.

3 Work

Products and Services

The Client will set out in writing the Products required or the Services which it requires the Company or the Company’s Surveyor, Inspector, Auditor or Consultant to provide. The Company will confirm in writing that it accepts those instructions or alternatively what services it will perform in connection with the Client’s instructions. Once the Company and the Client have agreed what services are to be performed (the Services) or Products are to be delivered, any subsequent changes or additions must be mutually agreed by both parties in writing.

Valuations

Valuation work that is undertaken, shall be as per the intended Scope of Work and they are based on the market value pertaining to the date and place agreed prior to engagement. All valuations are formulated on presumptuous opinions and are not representative of facts beyond a reasonable doubt, they do not carry any guarantee of the source of information on which opinions are based.

4 Payment

The Client shall pay the Company’s Fees punctually in accordance with these Conditions and in any event not later than 15 calendar days following the relevant final invoice date, or in such other manner as may have been agreed in writing between the parties.

Our standard payment terms are as follows or as agreed in writing between the parties:

- 1) For Products, 75% on confirmation of the order, 25% not later than 15 working days after signed delivery note.
- 2) For Services, 50% on confirmation of the order, 50% not later than 15 working days after receipt of the final report.

Any delay in payment shall entitle the Company to accumulate interest at 3% over Bank of Baroda (UK) Limited (London) base borrowing rate.

5 Returns/ Refunds Policy

We offer a full money back guarantee on all purchases made on our website, but under certain conditions. We invite you to read the conditions explained in more detail below, in order to see the condition that applies to your situation, while following the correct procedure.

If you are unhappy with the product that you have purchased from us, please let us know. Our Returns & Refunds Policy gives you 14 days to return or exchange an article purchased online with a valid receipt. You are eligible for a full refund within 14 calendar days of your purchase unless otherwise specifically mentioned in the invoice or on a product sale promotion.

After the 14 day period, we cannot offer you a refund or exchange. We encourage our customers to try the product (or service) in the first 3 days after their purchase to ensure it meets your needs.

To be eligible for a refund or exchange, all physical products must be packed in the original, unmarked packaging including any accessories, labels, free gifts, bonus item, manuals and documentation that shipped with the product. If the article is returned unopened in the original box, we will exchange it or offer you a refund based on your original method of payment excluding any shipping charges (other than the original shipping costs invoiced).

If you have any further questions or would like to request a refund, please do not hesitate to contact us.

Refunds (if applicable)

Once your returned article is received and inspected, we will send you an email to notify you that we have received your returned article. We will also inform you if your refund has been approved or refused.

If your request is approved, your refund will be processed, and a credit will automatically be applied to your credit card or original payment method within 14 calendar days. If you have paid for the standard delivery of the goods, the cost of standard delivery will also be refunded.

In some cases, only partial refunds are granted (if applicable):

- Products with obvious signs of use;
- Any article that is not in its original condition, is damaged or missing parts for reasons that are not due to our error; and
- Any article returned more than 30 days after delivery.

Late or missing refunds (if applicable)

If you haven't received a refund yet, first check your bank account again.

Then contact your credit card company, it may take some time before your refund is officially posted.

Next contact your bank. There is often some processing time before a refund is posted.

If you've done all of this and you still have not received your refund yet, please contact us at connect@stargrassmaritime.com

6 Obligations and Responsibilities

(a) Client:

- i) The Client undertakes to ensure that full instructions and/ or detailed specifications are given to the Surveyor, Inspector, Auditor or Consultant and are provided insufficient time to enable the required services to be performed effectively & efficiently, to procure all necessary access (including lift-out, trials and facility for inspection ashore and afloat as appropriate) for the Surveyor, Inspector, Auditor or Consultant to goods, premises, vessels, installations and transport and to ensure that all appropriate safety measures are taken to provide safe and secure working conditions. The Surveyor, Inspector, Auditor or Consultant shall not be liable for the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions. The Client agrees to disclose to the Surveyor all relevant information of which they have the knowledge, or to which they have access, in relation to the Vessel or asset to be surveyed and enable all appropriate inspections and tests to be undertaken or performed.
- ii) Take all appropriate safety measures to ensure that safe and secure working conditions provided always and that in the event of any breach of the requirements causing any failure on the Surveyor's part to undertake the Scope of Work the Client shall be responsible for all consequential costs incurred by the Surveyor and in respect of any element of the Scope of Work undertaken.

(b) Surveyor/Consultant/ Auditor/ Consultant: The Surveyor, Inspector, Auditor or Consultant shall use due diligence, reasonable care and skill in the performance of the services in accordance with sound marine surveying/consulting practice.

(c) Reporting: The Surveyor, Inspector, Auditor or Consultant shall submit a final written report to the Client following completion of the agreed Services describing the Surveyor, Inspector, Auditor or Consultant's findings and the condition and/or quality of the object and/or purpose of the assignment, unless otherwise expressly instructed by the Client not to do so.

(d) Confidentiality: The Surveyor, Inspector, Auditor or Consultant undertakes not to disclose any information provided in confidence by the Client to any third party and will not permit access to such information by any third party unless the Client expressly grants permission save where required to do so by an order of a competent court of law or other enforcement agency.

(e) Property: The right of ownership in respect of all original work created by the Surveyor/Consultant remains the property of the Surveyor, Inspector, Auditor or Consultant.

(f) Conflict of Interest/Qualification: The Surveyor, Inspector, Auditor or Consultant shall promptly notify the Client of any matter including conflict of interest or of any hindrance, which would render it undesirable for the Surveyor, Inspector, Auditor or Consultant to continue its involvement with the appointment. The Client shall be responsible for payment of the Surveyor/Consultant's Fees up to the date of notification.

7 Liability

(a) Without prejudice to Clause 7, the Surveyor, Inspector, Auditor or Consultant shall be under no liability whatsoever to the Client for any loss, damage, delay or any expense of whatsoever nature, whether direct or indirect and howsoever arising unless same is proved to have resulted solely from the negligence, gross negligence or wilful default of the Surveyor, Inspector, Auditor or Consultant or any of its employees or agents or sub-contractors.

(b) In the event that the Client proves that the loss, damage, delay or expense suffered was caused by the negligence, gross negligence or wilful default of the Surveyor, Inspector, Auditor or Consultant aforesaid, then, save where loss, damage, delay or expense has resulted from the Surveyor, Inspector, Auditor or Consultant's personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result, the Surveyor, Inspector, Auditor or Consultant's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed the amount paid by the Customer or Client for each and every claim made towards the particular items purchased or services provided.

(c) Without prejudice to (a) and (b) above, the Surveyor, Inspector, Auditor or Consultant shall not be liable for loss of or damage to physical equipment and property placed at its disposal by, or on behalf, of the Client however such loss or damage occurs, unless such loss or damage was caused by act or omission committed with intent to cause some or recklessly with knowledge that such loss or damage would probably result.

(d) Notwithstanding any other provision of this Agreement, where the Client is acting in the course of a business or commercial operation:

The Company or its employees or sub-contractors shall have no liability whether in contract, tort or otherwise for:

- Any consequential or economic loss or for loss of profit or turnover or loss of use suffered by the Client in any case, whether signed as per an Agreement or otherwise, and without prejudice to the generality of the foregoing the Company shall not be liable for any consequences of late performance of any survey and/or late delivery of any service report;
- Any breach of his obligations hereunder of which written notification shall not have been given within 14 days of the date on which the Client ought reasonably to have become aware of the existence of such breach;
- Any loss of life, injury to person or damage to property sustained as a result of:
 - i. defects in any material or workmanship;
 - ii. an Act of God or other circumstances beyond the control of the Company's representative; or
 - iii. the act, omission or insolvency of any person other than the Company's representative;

and the Company or its employees or sub-contractors shall have no liability to indemnify the Client in respect of any claim made against the Client for any such loss, injury or damage;

(e) Notwithstanding any other provision of this General Terms and Conditions:

unless otherwise stated in writing, no guarantee is given against faulty design, latent defects or of suitability of any vessel or other items for any particular purpose or of compliance with any particular local, national or international requirement or code, and opinions are given without the benefit of running of machinery or opening up or other dismantling whether of interior linings, machinery or other items or systems;

the Surveyor shall have no liability whether in contract, tort or otherwise in respect of the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions or the non-disclosure by the Client of relevant information.

(f) In accepting the report or instrument to which these terms and conditions are applicable, it is agreed that the extent of the obligation of StarGrass Maritime Solutions Limited with respect thereto is limited to furnishing a Surveyor, Inspector, Auditor or Consultant believed to be competent, and in the making of this report or instrument, the surveyor is acting on and behalf of the person, company and/or firm requesting the survey, inspection, audit or consultancy and no liability shall attach to StarGrass Maritime Solutions Limited for the inaccuracy, errors and omissions thereto.

8 Indemnity

Except to the extent and solely for the amount therein set out that the Surveyor, Inspector, Auditor or Consultant would be liable under Clause 6, the Client hereby undertakes to keep the Surveyor, Inspector, Auditor or Consultant and its employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them, and against and in respect of all costs, loss, damages and expenses (including, but not limited to, legal costs and expenses on a full indemnity basis) which the Surveyor, Inspector, Auditor or Consultant may suffer or incur (either directly or indirectly) in the course of the Services under these Conditions. Company and any of its Affiliates, Dealers or Suppliers are not liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, litigation or the like), whether based on breach of contract, breach of warranty, tort (including negligence), Product liability or otherwise even if advised of the possibility of such damages. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Company and Customer or Client. The goods and service would not be provided without such limitations.

9 Force Majeure

The Surveyor, the Inspector, the Auditor, the Consultant, the Company shall not, except as otherwise provided in these Conditions, be responsible or have any liability for any loss, damage, delay or failure in performance hereunder arising or resulting from natural disaster (act of God) (including, but not limited to earthquake, flood, tsunami, volcano, hurricane, tropical storm, cyclone, blizzard or other similar event), act of war, terrorist attack, nuclear contamination, seizure under legal process, epidemic quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions pandemics and arrest or restraint of rulers or people. Following a force majeure event, either party may propose alternate date and location or serve notice on the other to terminate the agreement.

10 Insurance

The Surveyor/Consultant shall effect and maintain, at no cost to the Client, Professional Liability Insurance for such loss and damage for which the Surveyor, Inspector, Auditor or Consultant may be held liable to the Client under these terms and conditions. As per Clause 6, in any case, the liability remains limited to the amounts stated or such higher sum as the parties shall agree in writing prior to commencement of the services to which these terms relate hereinafter referred to as "The Agreed Liability Limit".

11 Company's Right to Sub-contract

The Company shall have the right to sub-contract any of the services provided under the Conditions, subject to the Client's right to object on reasonable grounds. In the event of such a sub-contract the Surveyor, Inspector, Auditor or Consultant shall remain fully liable for the due performance of its obligations under these Conditions.

12 Time Bar

Any claims against the Surveyor, Inspector, Auditor or Consultant or Company by the Client shall be deemed to be waived and absolutely time-barred upon the expiry of one year from the submission date of the Report to the Client.

13 Jurisdiction and Law

These Conditions shall be governed by and construed in accordance by Common law and any disputes arising out of or in connection with any agreement between the parties shall be submitted to the jurisdiction of the courts in England or Wales.

The Standard Terms and Conditions as above may be amended upon need by requirement and circumstances as determined by StarGrass Maritime Solutions limited, appropriate notification will be given should any clauses will effect signed agreements.