

TERMS & CONDITIONS OF QUOTATION / ORDER CONFIRMATION GENERAL CONDITIONS:

Unless expressly specified otherwise, ORGALIME GENERAL CONDITIONS S 2022 shall apply, to the extent these terms are not in conflict with any of the terms of this Quotation / Order Confirmation. These Terms & Condition shall prevail over any terms and conditions also in the buyer's order. We reserve the right off in-between sales until the quote transforms into a valid order. The Buyer undertakes not to export or re-export the Equipment in violation of any applicable export restriction, embargo, or sanction.

DELIVERY CONDITIONS:

Unless expressly specified otherwise, INCOTERMS 2020 shall apply.

DELIVERY TIME:

Unless expressly specified otherwise, Delivery Time refers to time of EXW delivery. For delivery terms other than EXW, Scanjet Marine & Systems AB Sweden (SMSAB) cannot guarantee the transit time. In such cases delivery is to be considered as an approximate date, without guarantee. Costs related to delivery other than EXW, will be recovered from the Customer, unless Customer organizes the pick-up of Product from the factory.

ADAPTION OF FREIGHT COST:

Scanjet Marine & Systems AB Sweden (SMSAB) reserves the right to invoice real cost-plus handling fee for forwarding. Freight cost stated in the quotation is based on best estimate and knowledge.

LIMITED WARRANTY

Unless otherwise specified and subject to clauses below, the Product(s) is guaranteed free from defect caused by faulty design or materials or workmanship for a period of 12 (twelve) months from the date of EXW dispatch. *Scanjet Marine & Systems AB Sweden* (SMSAB) warrants to Customer that Products purchased hereunder will conform to the applicable manufacturer's specifications for such Products and that any value-added work performed by SMSAB or its assigns on such Products will conform to maker's standards relating to such work. If SMSAB breaches this warranty, Customer's remedy is limited to (at SMSAB's option) (1) refund of Customer's purchase price for such Products (without interest), (2) repair of such Products, or (3) replacement of such Products; provided that such Products must be returned to SMSAB, along with acceptable evidence of purchase, within 45 days from date of RMA (return material authorization), transportation charges prepaid by Customer. SMSAB shall not liable under this Guarantee in cases like, but not only limited to the following:

- 1) If the total price for the Product has not been paid by the Due Date;
- 2) Or for any defect arising from:
 - a) Improper storage, faulty installation, noncompliance to damage, installation instructions, fair wear and tear, willful negligence, misuse, repair or attempts to repair of the Product.
 - b) Any use of or dealing with the Product in a manner which could not reasonably be expected having regard to their normal purpose of use;
 - c) any use of or dealing with the Product in conjunction with any other item where such causes or gives rise to the alleged defect; or
 - d) Any use of the Product which is not in accordance with the manufacturer's operating or user instructions or from any failure to service or maintain the Product in accordance with the manufacturer's instructions, or
 - e) Any defects arising out of materials or designs or information or data or installations done by or provided by the customer or his assigns / employees.
 - f) When a system or part of the system for which claim is issued is not returned to Scanjet Marine & Systems AB Sweden within maximum two months of date of claim, or not returned at all, in which event Scanjet Marine & Systems AB Sweden reserves the right to invoice for the replacement part(s) and/or job done.
 - g) Using any other than Scanjet original parts will invalidate the warranty and any product liability.

RETURN MATERIALS AUTHORIZATION (RMA)

The Product(s) shall be returned within maximum 45 days from RMA approved by Scanjet Marine & Systems AB Sweden (SMSAB), suitably packed, marked, carriage and insurance prepaid by Customer, with RMA-sheet* describing the nature of defect alleged and circumstances under which such alleged defect has been observed. SMSAB will examine the Product(s) confirming that such an alleged defect has not been caused by any even as listed in the Limited Warranty. No goods shall be returned to SMSAB without prior RMA assignment from SMSAB.

CHANGE/ VARIATION ORDERS

During the Agreement term, the Parties may mutually agree in writing to modify the Work. This modification, referred to as a "Change Order," and "Variation Order," may involve:

- a) An extension or reduction in the scope of work; An adjustment to the schedule; An increase or decrease in fees and expenses; An increase or decrease in Deliverables.

A Change/ Variation Order can address:

- b) A change to the scope or functionality of the Deliverables; A change to the overall scope of Work.

Process for Change/ Variation Orders:

- c) Upon agreeing to a Change/ Variation Order, both Parties will collaborate on a document detailing the impact of the change; This document will specify any necessary adjustments to the Statement of Work and/or Contractor payments; Authorized representatives from each Party will promptly sign the Change Order to acknowledge the impact and confirm agreement to the adjustments.

Payment: If there is no signed agreed change/ Variation order, full payment is applicable. Smaller changes have a minimum fee of €150 EUR.

CANCELLATION OF ORDER(S)

There is a minimum fee of 15% in Cancellation fee, any damages and or packing material is damaged/ missing it can increase up to 30%, damaged parts are paid in full. If the order(s) have being shipped, we have a standard of 30%

LIMITATION OF LIABILITY/ CUSTOMER WAIVER AND SMAB's LIMITATION OF LIABILITY

Scanjet Marine & Systems AB (SMSAB) shall not be liable for any of the following:

- a) Loss of profit, Promotional or manufacturing expenses, Overheads, Business enterprise costs, Loss of data, Removal or reinstallation costs, Injury to reputation or loss of customers, Punitive damages, Intellectual property (IPR) infringement, Loss of contracts or orders, Any indirect, special, incidental, or consequential damages and expenses of any nature whatsoever.

Customer's recovery from SMSAB for any claim shall not exceed the purchase price paid for the affected products, regardless of the nature of the claim, whether based on contract, tort, warranty, or otherwise.