

## Smart Boat – Terms and Conditions of Sale

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### Definitions

In these terms and conditions:

- "Company" means Smart Boat Ltd., a company registered in England with registered office at 9 Heenan Close, Frimley Green, Surrey, GU16 6NQ.
- "Customer" means the person, firm, or company purchasing the Goods from the Company.
- "Goods" means the electronic equipment and related products designed, manufactured, installed, and sold by the Company.

### Application of Terms

- These terms and conditions apply to all sales of Goods by the Company to the Customer and shall prevail over any conflicting terms or conditions contained or referred to in the Customer's purchase order, confirmation of order, or other documents.
- No variation or amendment to these terms and conditions shall be binding unless agreed upon in writing by both parties.

### Orders and Specifications

- All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to these terms and conditions.
- The Company reserves the right to accept or reject any order in whole or in part.
- The Customer shall be responsible for ensuring the accuracy of the terms of any order submitted.

### Price and Payment

- The price of the Goods shall be as set out in the Company's quotation or as agreed upon in writing between the parties.
- Payment shall be made in the currency specified in the Company's invoice, within 30 days from the date of invoice, unless otherwise agreed upon in writing.
- In the event of late payment, the Company reserves the right to charge interest at a rate of 5% per annum above the base lending rate of Bank of England from the due date until the date of payment.

### Delivery and Risk

- Delivery of the Goods shall be made to the address specified by the Customer, at the Customer's expense, unless otherwise agreed upon in writing.
- Risk in the Goods shall pass to the Customer upon delivery.

### **Retention of Title**

- Notwithstanding delivery and the passing of risk in the Goods, title to the Goods shall not pass to the Customer until the Company has received payment in full of all sums due in respect of the Goods and all other sums which are or may become due to the Company from the Customer on any account.
- Until title to the Goods has passed to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee and shall store the Goods separately from other goods and ensure that they are clearly identifiable as the property of the Company.

### **Warranty**

- The Company warrants that the Goods shall be free from defects in materials and workmanship for a period of 1 year from the date of delivery.
- The Customer's sole remedy for breach of the above warranty shall be limited to the repair, replacement, or refund of the Goods at the Company's option.

### **Limitation of Liability**

- The Company shall not be liable for any loss of profit, loss of business, depletion of goodwill, or any indirect, consequential, or special loss or damage arising out of or in connection with the supply of Goods.

### **Governing Law and Jurisdiction**

- These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales.
- Any disputes arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### **Entire Agreement**

- These terms and conditions constitute the entire agreement between the parties and supersede all prior agreements, arrangements, and understandings, whether written or oral, relating to the subject matter herein.

Last Updated : 27<sup>th</sup> March, 2024