

RNLI (Enterprises) Ltd – supply of MOB Guardian Conditions of Sale (“Terms”)

Please read these Terms carefully before placing an order for goods or services with RNLI (Trading) Limited. Please note in particular the warranty and limitations at clauses 25) to 34) and EFF grant requirements at clause 59)

MOB Guardian is an aid to safety and is not intended to, nor will it, replace or substitute established radio communications procedures within the GMDSS set down under the International Safety of Life at Sea, SOLAS Conventions, or any subsequent government legislation or local bye-laws, nor is it intended to replace the carriage or use of flares, lifejackets or any other safety equipment.

Acknowledgment and Status

- 1) These Terms apply to all goods and services ordered by the Purchaser from the Seller and it is a condition of each order that these Terms shall override any terms or conditions contained in or referred to in any document of the Purchaser (whether or not that document has been signed by an employee of the Seller). Neither the Purchaser nor the Seller shall be bound by any alteration, variation or waiver of, or addition to, these Terms except as expressly agreed by both parties in writing and signed on their behalf;
- 2) All Orders for Goods shall be deemed to be an offer by the Purchaser to purchase Goods pursuant to these Terms. Conclusive evidence of the Purchaser's acceptance of these Terms shall be constituted by the Purchaser signing and returning a copy of an Order or sending an acknowledging document detailing the originating Order or accepting delivery of the Goods or paying for the Goods.
- 3) The Contract will become binding on the parties once the Seller accepts the Purchaser's Order. In respect of Telephone Orders, receipt of payment shall not be acceptance of the Telephone Order by the Seller. Acceptance of the Telephone Order shall take place on notification of the Telephone Order to the Installation Provider by the Seller which shall not take place until the Purchaser has received acceptance of the Terms duly signed by the Seller. If the Seller does not receive signed acceptance of the Terms by the Purchaser within 28 days of the Telephone Order being placed, it reserves the right to refund any sums paid to the Seller by the Purchaser and treat the offer by the Purchaser as revoked;

In relation to Postal Orders using the official order form, the Seller shall have accepted the Order on receipt of cleared funds of the full Price of the Goods from the Purchaser;

- 4) The description and quantity of the Goods shall be as set out in the Seller's written quotation as accepted by the Purchaser or in any telephone Order or written Order of the Purchaser which is accepted by the Seller;

Interpretation and Definitions

- 5) In these Terms, unless the context requires otherwise the following words and expressions will have the following meanings:-

“Contract”	Shall mean any agreement for the sale of Goods by the Seller to the Purchaser;
“Goods”	Shall mean the goods (including any instalment of the goods or any parts of them) or services specified or implied in any Order;
“Installation Process”	Shall mean the process and requirements detailing the installation of the Goods on the Purchaser's vessel, as annexed at Annex 1 hereto.
“Installation Provider”	Shall mean the third party installer of the Goods as notified by the Purchaser from time to time, currently AST Marine Sciences Limited, company number 06499368; registered address Satellite House, Bressemer Way, Harfrey's Industrial Estate, Great Yarmouth, Norfolk, NR31 0LX;
“Iridium Satellite Transceiver”	Shall mean the component that enables satellite antennae to communicate with the Iridium satellite constellation and which is manufactured by Iridium;
“Order”	Shall mean a Postal order by the Purchaser or a Telephone Order by the Purchaser for the purchase of goods or services from the Seller;
“Postal Order”	Shall mean an order posted to the Seller by the Purchaser;
“Telephone Order”	Shall mean an order placed by the Purchaser over the telephone;
“Purchaser”	Shall mean the person ordering Goods from the Seller;
“Seller”	Shall mean RNLI (ENTERPRISES) LIMITED (company registration number 1784500) of West Quay Road, Poole, Dorset BH15 1HZ;
a)	Use of the singular includes the plural and vice versa and use of any gender includes all genders;
b)	Any reference to “persons” includes a body corporate, natural person, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
c)	Any reference to a statute, statutory provision or subordinate legislation (“legislation”) shall be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation and to any subordinate legislation made from time to time under that provision;
d)	The clause headings in these Terms are for convenience only and shall not affect their construction;
e)	Reference to writing includes fax, email and other similar means of communication.

Price

- 6) The price of the Goods shall be the Seller's quoted price or, when no price has been quoted (or a quoted price is no longer valid in accordance with these Terms), the price listed in the Seller's published price list current at the date of delivery. All prices quoted are valid for 30 days only or until earlier acceptance by the Purchaser.
- 7) The Seller reserves the right, by giving notice to the Purchaser at any time before delivery, to increase the quoted price of the Goods to reflect any increase in the cost to the Seller of supplying the Goods which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Purchaser or any delay caused by any instructions of the Purchaser or failure of the Purchaser to give the Seller adequate information or instructions;
- 8) Except as otherwise stated under the terms of any quotation or in the Seller's price list, and unless otherwise agreed in writing between the Purchaser and the Seller, all prices given by the Seller will include delivery of the initial MOB Guardian Package to the Purchaser (as long as the Purchaser is based in mainland UK or Northern Ireland). Otherwise, the Purchaser shall be liable to pay the Seller's charges for delivery (including without limitation all transport, packaging and insurance costs);
- 9) Unless otherwise stipulated, the price for all Goods is exclusive of VAT and duty (if applicable), which the Purchaser shall be additionally liable to pay to the Seller. All prices are in pounds sterling.

Terms of Payment

- 10) Subject to any special terms agreed in writing between the Purchaser and the Seller, on receipt of payment by the Seller the Purchaser shall where necessary process that payment and without further communication to the Seller shall on receipt of cleared funds from the Seller, commence the processing of the Order;
- 11) Unless otherwise agreed, the Purchaser shall pay the price for the Goods in full without deduction, set off or counterclaim and funds shall have cleared before the Order is accepted by the Purchaser. The time for payment shall be of the essence of the Contract;
- 12) To the extent that the Purchaser agrees to grant any credit and the Purchaser disputes payment of any invoice it shall provide the Seller with written details of any queries within 10 days of receipt of the invoice and will pay the undisputed part of the invoice in accordance with the timescale at clause 11) above.
- 13) The Seller will accept payment by cheque or most major credit cards or debit cards or as otherwise agreed with the Seller;
- 14) If the Purchaser fails to make payment on the due date, without prejudice to any other rights or remedies available to the Seller, the Seller shall be entitled to:
 - a) cancel the Contract or Order or suspend any further deliveries;
 - b) require the Purchaser to grant, in respect of all unpaid debts from the Purchaser to the Seller, a general lien in favour of the Seller over all goods and materials belonging to the Purchaser in the possession of the Seller and after a grant of such lien, the Seller shall be entitled on the expiration of 14 days notice in writing to dispose of such goods and materials in such a manner and at such prices as the Seller thinks fit and apply the proceeds towards such debts. A lien shall be deemed to have been granted upon service by the Seller on the Purchaser of a notice referring to this clause and specifying the rights being exercised by the Seller pursuant to this clause.

Delivery and Installation

- 15) Delivery of the Goods shall be made by the Nominated Installer installing the Goods on the Purchaser's vessel or leaving them in the possession or control of the Installation Provider, whichever occurs sooner.
- 16) The Seller shall endeavour to see that the Installation Provider arranges an installation of the Goods within 4 - 8 calendar weeks of receipt of cleared funds of the Price from the Purchaser in accordance with the Installation Process detailed in these Terms;
- 17) Any dates quoted for delivery of the Goods to the Installation Provider are approximate only and the Seller shall not be liable for any reasonable delay in installation of the Goods or any delay caused by circumstances beyond its reasonable control. Time for delivery shall not be of the essence.
- 18) If the Seller fails to deliver the Goods to the Installation Provider within 12 calendar weeks of any agreed date or of its acceptance of the Order, whichever date is later, except where such delay has been caused by the acts or omissions of the Purchaser or by any events beyond the reasonable control of the Seller, the Purchaser shall be entitled to cancel the Order and require a refund of any price paid for the Goods, but the Seller shall not have any other liability to the Purchaser in respect of any delay or failure in delivery however caused;
- 19) The Purchaser shall liaise with the Installation Provider and make available its Vessel within the times stated in the Installation Process.
- 20) Not used.
- 21) If the Purchaser fails to take delivery of the Goods within 14 days of the agreed delivery date with the Installation Provider or fails to comply with Appointment Booking as detailed in the Installation Process annexed hereto, without prejudice to any other right or remedy available to the Seller, the Seller or the Installation Provider (as the case may be) may:
 - a) store the Goods until actual delivery and charge the Purchaser for the reasonable costs (including insurance) of storage; or
 - b) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Purchaser for the excess over the price under the Contract or charge the Purchaser for any shortfall below the price under the Contract; and/or
 - c) recover from the Purchaser its reasonable expenses as detailed in the Installation Process.

This clause should be read in conjunction with the warranty provisions in clause 25).

Risk and Ownership

- 22) Risk of damage to or loss of the Goods shall pass to the Purchaser when the Goods are installed by the Installation Provider or left in the possession and control of the Purchaser, whichever is sooner.
- 23) Notwithstanding delivery and the passing of risk in the Goods, or any other provisions of these Terms, the property in the Goods shall not pass to the Purchaser until the Goods are installed by the Installation Provider or left in the possession and control of the Purchaser, whichever is sooner.
- 24) The Purchaser shall not be entitled to pledge, or in any way charge by way of security for any indebtedness, any of the Goods which are still the property of the Seller, but if the Purchaser does so all monies owing by the Purchaser to the Seller shall, without prejudice to any other right or remedy of the Seller, fall to be immediately due and payable.

Warranty and Liability

PLEASE READ THIS SECTION CAREFULLY

- 25) **The Purchaser should note that the price for the Goods has been calculated on the basis of acceptance of the limits on the Seller's liability as set out in the following clauses. The Seller may be prepared to negotiate alternative limits of liability in return for an increased price and if the Purchaser would like to look into this it should discuss this with the Seller before placing an Order. The Purchaser acknowledges and agrees that the allocation of risk in these Terms is reflected in the price agreed and is a recognition that it is not within the Seller's control how and for what purpose the Goods will be used by the Purchaser;**
- 26) The Seller warrants that the Goods will be of satisfactory quality and conform to any description attributed to them for 27 months from the Seller's acceptance of the Purchaser's Order as detailed in clause 3) above.
- 27) The above warranty is given by the Seller subject to the following conditions:
 - a) The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Purchaser;
 - b) The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence by the Purchaser or any third party, abnormal working conditions, failure to follow the manufacturers or Seller's instructions (whether oral or in writing) or misuse of the Goods;
 - c) The Seller shall be under no liability under the above warranty or any other warranty condition or guarantee if the total price for the Goods has not been paid;
 - d) The above warranty does not extend to the Iridium Satellite Transceiver in respect of which the Purchaser shall only be entitled to the benefit of any such warranty or guarantee as is given by the original equipment manufacturer;
 - e) Goods returned under such warranty or guarantee shall be delivered to the premises of the Installation Provider or to such other place as the Seller shall reasonably direct at the Purchaser's own expense. The Purchaser shall pay for any services given and expenses incurred by the Seller in connection with any Goods returned under the warranty or guarantee which are found not to be defective;
 - f) The Purchaser shall not make any attempt to repair or replace any of the Goods or components or defective workmanship in relation to which any such alleged defect will or may give rise to a warranty claim under these Terms; and
 - g) The terms detailed in the Installation Process;
- 28) Subject as is expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law;
- 29) Any claim by the Purchaser which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Purchaser on installation by the Installation Provider) be notified to the Installation Provider in writing within 14 days from the date of installation by the Installation Provider or (where it is not practicable to inspect the Goods immediately after delivery or where the defect would not be apparent on such an inspection) within a reasonable period, but in any event, within 14 days after discovery of the defect or failure. If delivery is not refused at the point of installation or the Purchaser does not notify the Seller within the periods set out in this clause, the Purchaser shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the price paid by the Purchaser shall remain binding on the Purchaser as if the Goods had been delivered in accordance with the Contract;
- 30) Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Installation Provider in accordance with these Terms, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or repair the Goods or, at the Seller's sole discretion, refund to the Purchaser the price of the Goods or a proportionate part of the price in which case, the Seller shall have no further liability to the Purchaser in respect of the defect with the Goods or their failure to comply with specification;
- 31) Nothing in these Terms shall exclude or in any way limit the Seller's liability for death or personal injury caused by its negligence, or for fraud or any other liability to the extent the same may not be excluded or limited as a matter of law;
- 32) The Seller may be liable for direct physical damage to the tangible property of the Purchaser resulting from the negligence of the Seller or any defects in the Goods covered by the warranty at clause 26) up to a maximum of £500,000 in respect of each incident or series of connected incidents;
- 33) In respect of any other claim in relation to the Goods or the Contract other than as referred to in clauses 31) and 32) and subject to clause 34), the entire liability of the Seller whether for negligence, breach of contract, misrepresentation or otherwise is limited, in respect of each event or series of connected events, to the contract price.
- 34) Subject to clause 31), the Seller shall not be liable to the Purchaser, whether by reason of any representation or any implied warranty, condition or other term or for negligence or any duty of common law or under statute or under the express terms of the Contract or otherwise, for:-
 - a) Loss or damage incurred by the Purchaser as a result of third party claims; or
 - b) Indirect, consequential or economic loss or damage (including loss of profit, goodwill, business opportunity, contracts, revenues, time, data or anticipated saving or for inconvenience) even if the Purchaser has advised the Seller of the possibility that such losses may arise.
 - c) Or to the extent that the Purchaser's acts or omissions have directly or indirectly caused the alleged liability of the Seller to the Purchaser under these Terms.

FORCE MAJEURE

- 35) The Seller shall not be deemed to be in breach of the Contract or otherwise liable to the Purchaser for any delay in performance of, or any failure to perform, any obligations under the Contract (and the time for performance shall be extended accordingly) if the delay or failure is due to circumstances beyond its reasonable control including, without limitation:-
- Act of God, explosion, flood, tempest, fire or accident;
 - War or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - Acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any government, parliament or local authority;
 - Import or export regulations or embargos;
 - Strikes, lockouts or other industrial actions or trade disputes whether involving employees of the Seller or of a third party;
 - Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
 - Power failure or breakdown in machinery;
- ("Force Majeure"). The Seller shall be entitled to recover all monies owing to it in respect of Goods supplied or services performed prior to the Force Majeure event.

Intellectual Property Rights

- 36) If the Goods are to be manufactured by the Seller in accordance with any specification provided by the Purchaser, or any processes are to be applied to the Goods by the Seller in accordance with any specification provided by the Purchaser, then the Purchaser shall indemnify the Seller against all claims, demands, loss, damages, penalties, costs and expenses incurred by the Seller or for which the Seller may in any way become liable (including legal costs and expenses and any sums agreed to be paid by the Seller in settlement of any claim) in respect of any infringement or alleged infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person as a result of the Seller's use of the specification;
- 37) All samples, patterns, drawings, sketches, specifications, technical information and other similar confidential items supplied by the Seller to the Purchaser shall remain the property of the Seller and shall be returned by the Purchaser to the Seller on request or on completion of the Contract in good order and condition. Should the Purchaser fail to return any of such confidential items then the Purchaser shall be liable for any loss or expense whatsoever suffered by the Seller as a result of such failure;
- 38) If the Purchaser uses or sells any confidential items of the Seller as referred to in clause 37) without the Purchaser's prior written consent and in such a manner as to infringe any rights relating to patent, trademark or other similar protection, the Seller shall not be responsible for such infringement and the Purchaser agrees to indemnify the Seller for and against all claims, demands, loss, damages, penalties, costs and expenses incurred by the Seller or for which the Seller may in any way become liable (including legal costs and expenses and any sums agreed to be paid by the Seller in settlement of any claim) in respect of any such infringement.

Publicity

- 39) The Purchaser will not in any publicity or promotional material or documentation include any reference to either the RNLI or RNLI (Enterprises) Ltd without the prior written approval of the Seller;

Termination

- 40) Other than in accordance with clause 43), the Purchaser may not cancel or vary an Order after it has been accepted by the Seller except with the written consent of the Seller and on terms that the Purchaser shall indemnify the Seller in full against any resulting loss, costs, damages and charges incurred by the Seller.
- 41) Without prejudice to any other right or remedy it may have the Seller shall be entitled by immediate written notice to the Purchaser to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Purchaser if:-
- The Purchaser is in breach of a material obligation under the Contract and such breach, if capable of being remedied, is not remedied within 30 days after notice of breach has been given to it;
 - The Purchaser ceases or threatens to cease to carry on business; or
 - The Seller reasonably apprehends that any of the events mentioned in (c) or (d) above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly;
- 42) Without prejudice to any other right or remedy it may have the Purchaser shall be entitled by immediate written notice to the Seller to cancel the Contract or suspend any further deliveries under the Contract if any of the following events occurs:-
- The Seller is in breach of a material obligation under the Contract and such breach, if capable of being remedied, is not remedied within 30 days after notice of breach has been given to it;
 - The Seller is unable to pay its debts or enters into any voluntary arrangements with creditors or becomes subject to an administration order or goes into liquidation otherwise than for the purposes of amalgamation or reconstruction or an encumbrancer takes possession, or a receiver is appointed, of any of its property or assets or it suffers any similar insolvency process or process which affords it protection from its creditors; or
 - The Seller ceases or threatens to cease to carry on business; or
 - The Purchaser reasonably apprehends that any of the events mentioned in (c) or (d) above is about to occur in relation to the Seller and notifies the Seller accordingly;
- 43) In the event of cancellation of a Contract or suspension of any delivery by the Purchaser in accordance with clause 42) the Purchaser agrees to promptly pay to the Seller all undisputed outstanding payments due to it.
- 44) Provisions of these Terms from which it is contemplated by their nature or context that they are to survive termination or expiry of the Contract, shall remain in full force and effect notwithstanding termination or completion of an Order, including, without limitation clauses 1), 5), 14), 22), 23), 25)-34), 36)- 39), 43)- 48), 54)-58);

DISPUTE RESOLUTION

- 45) The parties shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to the Contract (or its construction, validity or termination) ("Dispute"). Any Dispute shall be referred first, by notice in writing ("Dispute Notice"), to a senior representative of each party who shall meet and endeavour to resolve the Dispute between them within 20 days of such notice. The joint written decision of those senior representatives shall be binding upon the parties;
- 46) If the Dispute is not resolved in accordance with clause 45), the parties shall seek to resolve the Dispute amicably by using an alternative dispute resolution ("ADR") procedure agreed between them or in the absence of agreement, recommended on the application of either party by the Centre for Effective Dispute Resolution. If either party fails or refuses to participate in the ADR procedure, or repeatedly fails to comply with any timescales set out in the ADR procedure, or if the Dispute is not resolved to the satisfaction of both parties within 90 days of the Dispute Notice then either party shall be free to refer the matter to arbitration in accordance with clause 48) or to issue court proceedings in accordance with clause 58);
- 47) Nothing contained in clauses 45), 46) or 48) shall restrict either party's freedom to commence legal proceedings to preserve any legal right or remedy or protect any proprietary right or confidential information before any competent court;
- 48) Subject to clauses 45) - 47), any dispute arising out of or connected with the Contract, including a dispute as to the validity or existence of the Contract and/or this clause 48) shall if agreed by the parties be resolved by arbitration in England by a single arbitrator pursuant to the LCIA Rules, save that, unless the parties agree otherwise, no party shall be required to give general discovery of documents, but may be required only to produce specific, identified documents which are relevant to the dispute.

GENERAL

- 49) These Terms form the entire understanding of the parties in relation to the Contract and supersede all previous agreements, understandings and representations relating to the provision of goods or services by the Seller to the Purchaser. In entering into the Contract the Purchaser acknowledges that it has not relied on any representations or warranties except such as are specifically set out in the Contract and waives any claim for breach of any such representations, which are not so confirmed Provided that the Seller shall not be excluded from liability for fraudulent statements or fraudulent pre-contractual misrepresentations on which the Purchaser can be shown to have relied;
- 50) The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. Any advice or recommendation given by the Sellers or its agents to the Purchaser or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Purchaser's own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed;
- 51) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or any other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller;
- 52) The Purchaser shall be responsible to the Seller for ensuring the accuracy of the terms of any Order including any applicable specification submitted by the Purchaser and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with those terms;
- 53) The Purchaser agrees that the Seller may subcontract the performance of any of its obligations or may assign the Contract or any of its rights or obligations without giving notice to the Purchaser;
- 54) No failure or delay on the part of any of the parties to exercise any of their rights under the Contract shall operate as a waiver of those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise of the right. Any waiver by any of the parties of any breach by the other of any of their obligations under the Contract shall not affect the rights of that party in the event of any further or additional breach or breaches. No waiver shall be binding unless made in writing by the party against which it is asserted;
- 55) If any provisions of the Terms are held by any court or other competent authority to be void or unenforceable in whole or in part, the Terms shall continue to be valid as to all their other provisions and the remainder of the affected provision;
- 56) The exclusion and limitations contained in these Terms only apply in so far as permitted by statute, order, directive or regulation;

- 57) Any notice given under the Contract must be in writing and sent or delivered by hand, first class post, fax or e-mail to the other party at the registered office in the case of the Seller and to the address set out on the Order in the case of the Purchaser (or such other address notified for this purpose by that party). Any notice sent to the Seller shall be marked for the attention of MOB Guardian Sales, West Quay Road, Poole, Dorset, BH16 1NZ. Notices shall be deemed to have been given as follows:- If delivered by hand – when deposited at the appropriate address; if sent by first class post – two days from the date of posting if posted to an address within the country of posting and seven days from posting if posted to an address outside the country of posting; and if sent by fax or e-mail – on the next business day provided that such notice is confirmed within 48 hours by hand or first class post;
- 58) The Contract and these Terms shall in all respects be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and agree that subject to any agreement to submit to arbitration in accordance with clause 46), any proceedings arising out of or in connection with the Contract shall be brought in such courts and the parties waive any objection to proceedings in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

RNLI MOB GUARDIAN European Fisheries Fund

- 59) MOB Guardian safety equipment is part funded by the European Fisheries Fund (EFF) and participating Government's. A condition of grant support is that equipment, for which grant is paid, must be operated, kept maintained and be used for the grant aided purpose for at least six years from the date of purchase. Any proposal to sell or dispose of grant-aided equipment before the end of the six year period may be subject to the re-payment of part of the grant paid. Full EFF grant terms and conditions are available from the local Government agency.

DATA PROTECTION AND OTHER INFORMATION

- 60) The Seller shall process any personal information provided by the Purchaser subject to and in accordance with the Seller's privacy policy in place from time to time which is available on request or at www.rnlishop.org.uk/policies/privacy-security.html. The Purchaser consents to the information being provided by the Purchaser to the Seller to enable the Seller to claim EU grants and private funding. The Seller may be required to release such information on request under the Environmental Information regulations, the code of practice on Access to Government Information or the Freedom of Information Act 2000 and the Purchaser agrees to this.

Annex 1

Installation Process for the Goods

(In this section, references to "you" or "your" are references to the Purchaser in the attached Terms and references to "us" or "we" are references to the Seller in the attached Terms)

- 1) On receipt of your telephone order or postal order, we will process your payment.
- 2) In relation to telephone orders we will send you confirmation of the details given by you over the telephone which must be signed by you as being correct (these details are important as they (a) ensure we have the correct contact details in event of any emergency (b) our Installation Provider will contact you to arrange installation (please see contact details below)
- 3) Once your payment has cleared, and in the case of Telephone Orders, we have received your signed acceptance of the terms and conditions, we will process your order.

MOB Guardian Standard Installation Terms & Conditions

Set out below are the Terms and Conditions applicable to the installation of a standard MOB Guardian package that is included in the total purchase price. This inclusive price is subject to the provisions set out below and the purchaser should note that ANY additional cost incurred as a result of bespoke installation requirements by the purchaser, not covered by the provisions below, will be the sole responsibility of the purchaser.

AST Marine Sciences Ltd (AST-MSL) and their agents are the approved installation contractors for MOB Guardian on behalf of RNLI Enterprises Ltd.

AST-MSL warrants to provide a professional installation service of MOB Guardian within the UK and NI via its installation network. All installations will be subject to current health and safety regulations and comply with professional marine engineering working practices.

Appointment Booking

The intent of MSL is to be reasonable and work with all parties to provide a professional installation service as detailed below:

Following the purchase of MOB Guardian, AST-MSL will contact the purchaser to recommend an approved AST engineer and confirm when the vessel is available for installation. The AST-MSL engineer will then contact the purchaser directly and arrange an installation date (Monday – Friday) and confirm in writing (email, fax or letter) or by telephone to the purchaser.

The AST-MSL engineer will contact AST-MSL a minimum of 24 hours before the agreed installation time/date to confirm the installation arrangements and request that the MOB Guardian satellite connection be activated.

AST-MSL reserves the right to apply a "no show" charge of up to £480 + vat if the purchaser fails to give at least 3 days notification to AST-MSL of cancellation of the appointment.

In the event of such unforeseen circumstances, AST-MSL will endeavour to avoid incurring costs by reassigning engineers if possible. If an AST-MSL engineer cannot attend an agreed appointment due to unforeseen circumstances AST-MSL will endeavour to inform the purchaser at the earliest opportunity by telephone.

A standard installation includes:

- installation to vessels on mainland UK and NI except some remote locations where additional charges may apply. Where AST-MSL has access to local approved installation engineers every effort will be made to minimise such additional costs. Please contact AST help desk on **08718 118200** for full details.
- vessels up to a maximum of 15m LOA
- surface mounting of all connecting cables
- connection to vessel power supply that must be compatible with MOB Guardian guidelines & within 8 meters of MOB Guardian base unit.
- Included will be a demonstration of the functionality of MOB Guardian to familiarise the user.

Installation warranty

- Installations will be guaranteed for 7 days following installation for any failures specifically attributable to incorrect installation. The purchaser should report any such failure to the AST-MSL help desk on **08718 118200**
- Installation faults reported outside the 7 days following installation will be treated as warranty repairs if within 12 months of the date of installation. If a fault is assessed as not covered by the warranty the vessel owner will be liable for all repair costs. All faults must be reported to the AST-MSL help desk on **08718 118200**

A standard installation kit comprises of:

1 x Base unit with Trunion Bracket (20 x small cable ties to secure cables to internal earth plate)
2 x Personal Safety Devices (PSD's) with lanyards
1 x GPS antenna with bracket & 10 meter cable
1 x Remote Head Unit (RHU) with bracket & 10 meter cable
1 x Iridium satellite antenna with bracket & 10 meter cable
1 x Klaxon including 10 meter 4 core cable
1 x 8 meter power cable
1 x MOB Guardian User Manual
1 x MOB Guardian Installation manual

Standard installation does not include:

- installation outside mainland UK & NI unless agreed beforehand with AST-MSL
- vessels over 15m LOA
- bespoke fabrication, welding, cable trunking (including the fitting of goose necks) and the supply of glands and/or carpentry

Non-Standard installations

Any non standard installation work e.g. fabrication, welding, cable trunking, brackets etc. will be at the behest of the vessel owner who will be solely responsible for meeting any additional costs incurred directly with the nominated installer. Any such work will not be covered by any standard installation warranty provisions as given in these terms and conditions

Vessel owner/operator responsibilities

- to make the vessel available for installation within a reasonable timeframe (failure to agree an installation date within 28 days of MOB Guardian being available to fit may affect your warranty and/or result in penalties)
- your vessels power supply must be compatible with MOB Guardian installation guidelines and must be within 8 meters of the MOB Guardian base unit
- power supply must be 12/24v DC with appropriate breaker switch **(if no breaker switch is available the vessel owner is responsible for the installation of a suitable breaker switch at the vessel owners cost)**
- orders can only be accepted for vessels with either a wheel house or an appropriate water tight compartment