

Terms of Business

Definitions

1. C&J Marine Ltd “the company”
2. Owner, End User, Client “the customer”
3. All covers, canopies, upholstery, canvas goods, equipment, etc, “goods”

Quotations/Estimates

4. Written or verbal quotations and/or estimates given by the company are subject to acceptance within the valid date as provided. All quotations and estimates are given in good faith and based on specifications, information, materials and labour costs available at that time. The company reserves the right to revise such quotations and/or estimates should any further information or circumstances, outside the company’s control, arise.

5. Subject to an agreement to the contrary, any anticipated delivery date given is in good faith and is not guaranteed. However, delivery shall be within a reasonable period of time of any date specified, taking into account all of the relevant circumstances of the particular potential order.

Orders

6. Unless otherwise specified, our pro-forma terms for new constructions are a minimum 30% non-returnable deposit to be paid with a confirmed order. Orders will not be processed and/or production manufacturing slots allocated unless this deposit is received.

7. A sales order acknowledgement with an anticipated completion date is given in good faith on the understanding that all relevant information and deposit has been received. The anticipated completion date shown on a sales order acknowledgement denotes the estimated “in house ex-works” production completion date. This clause applies to all credit account and pro-forma customers.

8. The company will not, unless otherwise agreed by them in writing, use existing fabric templates in the manufacture of new constructions. Flat fabric templates, and/or supplied design drawings/drawing files may be used as templates after examination and acceptance by the company and at the customers own discretion and risk. The company reserves the right not to use existing unsuitable supporting or tensioning assemblies in the manufacture of new constructions, for the following reasons:- quality control, design effectiveness and safe working practices.

9. *Colour Matching and Shade Variation.* The customer is aware, and accepts, whilst every effort is made to ensure standard colours are used the company cannot accept any responsibility for shade variation between any swatch supplied and the final product. Any request by the customer for the company to match the colour of any existing canvas work will be at the customers own discretion and risk.

10. If, in the course of executing any work, the company finds any defect in the goods that, in their opinion, should be rectified without delay and before the customers consent can be reasonably

obtained, the company reserves the right to carry out such necessary repair work at their discretion and to charge the same to the customer. Notice of any such repair will be forwarded to the customer forthwith.

11. All goods or property left with the company that are to be repaired, worked on, moved, stored or otherwise managed are at the sole risk of the customer. Customers should therefore ensure that their goods and/or property are adequately insured against all risks. Customers should also ensure that they themselves are adequately insured against third party risks as they may be liable for damage caused by themselves or their representatives whilst on or about the company's premises.

12. Acceptance of goods for repair, other treatment or for storage is subject to the provisions for the Torts (Interference with Goods) Act 1977 <http://www.legislation.gov.uk/ukpga/1977/32> which confers on us as Bailees a right of sale exercisable in certain circumstances. Such sale will not take place until we have given notice to the owner in accordance with the Act. For the purpose of the Act it is hereby recorded there: (a) goods for repair or other treatment are accepted by us on the terms that the owner will take delivery of the goods in accordance with clause 12 of these terms when the repair or other treatment has been carried out (b) our obligation as custodian of goods accepted for storage ends upon the expiry of lawful termination or the grant to the owner of facilities for storage.

13. In all cases where a contract to occupy any storage space, property or facilities may be lawfully terminated by notice, the same shall be deemed to be lawfully served, if served personally or sent by registered or recorded delivery to the last known address for the customer.

14. The company have the right to exercise a general lien upon any goods whilst in or upon our premises until such time as any monies due to us from the customer in respect of such goods, whether on account or storage, work done or otherwise, is paid.

15. Any unforeseen charges incurred by the company from a third party will be passed on at cost, to the customer for payment.

Completion of goods

16. An invoice will only be raised when goods have been completed 'in-house' and are ready for collection/despatch and/or installation/delivery. Under all circumstances, all pro-forma orders for new constructions, service work and the supply of any other goods or services will require full payment to be made prior to the goods leaving the premises of the company. Any other payment terms must be agreed in writing at the time of order acceptance, or in the case of credit account customers will be subject to the terms and conditions of a business agreement drawn up by C&J Marine Ltd.

17. *Short Notice Order Completion.* Where an order is unable to be priced prior to completion that requires short notice collection, despatch, installation, or delivery, the customer must pay in advance a sum of money to cover the undertaken works. Any variances in invoice balances will be refunded after completion of the 'in-house' works and the final invoice has been raised.

18. All transactions made by Credit and Commercial/Business Debit cards will be subject to a 2% transaction charge.

19. Interest will be charged at a rate of 2% over and above the current bank base rate per month on overdue accounts.

20. Value Added Tax (V.A.T.) is applicable to all items including carriage/postage/packing charges; in line with current rates and policies as available on the HMRC website. www.hmrc.gov.uk

21. *RETENTION OF TITLE.* All goods shall remain the property of the company until the customer has paid for them in full. Until that time, in the circumstances of a credit account customer, the customer shall hold them as Bailee and store them in such a way that they can be identified as the property of the company and keep them separate from the customer's own property and the property of any other person.

Delivery/despatch/fitting

22. In the absence of any written agreement or arrangement to the contrary, Delivery/Despatch/Installation will only occur after 'in-house' completion and full payment is received from the pro-forma customer.

23. All carriage/postage/packing prices are given in good faith and may be altered without notice upon completion of goods dependant on weight, size and mode of transport of final consignment.

24. The company will not be held responsible for any accidental damage incurred whilst undertaking any works. No responsibility will be accepted for any subsequent damage due to leakage, depreciation or wear and tear.

Warranties/guarantees

25. Any goods manufactured by the company will carry a 12 month warranty from date of invoice against defective workmanship and/or materials. Any goods not manufactured by the company but, provided on a supply basis only to the customer shall carry solely the original manufacturer's warranty. In no event will the company accept liability to any customer for subsequent damage caused due to faulty or unsuitable equipment supplied. Please refer to the company's separate warranty information policy for details on any potential warranty claim.

26. The company recognises its responsibilities under the Sale of Goods Act 1979 <http://www.legislation.gov.uk/ukpga/1979/54>, as amended and nothing in the company's terms of business shall affect those statutory rights.

Disclaimers

27. The company reserves the right to cancel and/or postpone any anticipated sales, fitting, patterning, measuring arrangements, at short notice, due to poor weather conditions or situations beyond its control, such as an unsafe working environment. The company will not be held responsible for any third party costs incurred as a result of any cancellations or postponements.

28. The customer is aware, and accepts, that the company are unable to offer any guarantees regarding laundering, valeting or repairs. Please refer to the separate detailed Valeting Disclaimer, which is available from the company's website. www.cjmarine.co.uk

29. All orders, written or verbal, are accepted on the understanding that where applicable, these terms of business, shall apply to each and every transaction; and that these terms of business, or any other document supplied by the company, will replace any previous terms of business or documents.

30. Any changes, updates or amendments to these terms of business will be published on the company's website. www.cjmarine.co.uk. The customer is aware, and accepts, that it is the responsibility of the customer to check the website for changes, updates or amendments to these terms of business.

October 2011