



**SF Marine s.a.r.l.**

Le Panorama - Bloc A/B - 57, Rue Grimaldi MC - 98000 Monaco

Tel. (+377) 93 25 15 44 - 24hrs (+336) 62 44 14 58

sfmarine@monaco.mc - www.sfmarine.org

## Spare Parts Sales Conditions

The term REPLACEMENT SPARE PART refers to the construction and/or production by SF MARINE SARL's principals and/or marketing by SF MARINE SARL itself of spare parts and/or machinery that are interchangeable with original spare parts/machinery, i.e. produced and marketed by a specific manufacturer.

For the sake of convenience, all replaced spare parts/machinery are identified and indicated by SF MARINE SARL with a part number ("P/N") and/or with the name used by the original manufacturer.

### **Article 1 | Contract Execution**

The contract for the sale of the goods covered by SF MARINE SARL's offer is executed with the Purchaser's full and unconditional written acceptance of this offer, which may also take place by issuing the corresponding purchase/supply order and/or by simply signing this offer for acceptance. Once the purchase order is accepted and/or issued, SF MARINE SARL will send the Purchaser a confirmation of its offer.

The Purchaser's acceptance of the offer implies its unconditional and irrevocable acceptance of these General Sales Conditions.

### **Article 2 | Goods offered on sale**

The goods that are offered on sale are detailed in the offer, together with their quantity, unit price and an indication as to whether the items offered are original or replacement spare parts.

### **Article 3 | Offer Validity**

This offer is valid until expiry of the term indicated in the offer. If the term of this offer is not specifically indicated, this offer will be valid for 30 days running from the date of its issue; after this period, it will become definitively null. –

The offer is in its entirety and unity; therefore, the client's/purchaser's acceptance thereof, in order to be valid for contract execution purposes, must cover all the goods/items/machinery included in the offer and the quantities specified therein.

### **Article 4 | Payment Terms - Interest for Late Payment - Acceleration Clause and other Consequences of Late Payment – Penalty**

Unless otherwise agreed in writing, payment must be made solely at the premises of SF MARINE SARL and/or onto the current account indicated in the invoice.

The terms of payment are set out in the offer; failure to pay even only a part of the price will automatically entitle SF MARINE SARL to claim full payment of any outstanding invoices (or parts thereof), even where related to a different offer. This effect will apply automatically whenever SF MARINE SARL knows of or has valid reasons to believe that the Purchaser is about to or has become insolvent, or when the latter has manifested its intention not to meet its obligations, or when its behaviour gives evidence of such an intention.



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In this case, the Purchaser will pay SF MARINE SARL immediately and at the latter's request, all the amounts owed thereto (even if the corresponding invoices have not formally expired yet), plus any cost and interest. In any case, in the event of the Purchaser's non-payment and/or late payment, SF MARINE SARL may suspend the sale/supply/delivery of other goods, even where related to different offers/contracts entered into with the same Purchaser, whilst awaiting the latter's fulfilment.

In case of non-payment or late payment of all or part of the price, default interest will be automatically payable to SF MARINE SARL. The granting of any payment extension will not entail credit notation.

In the event of non-payment/late payment, SF MARINE SARL may retain any goods/items/spare parts/machinery ordered by the same Purchaser under other agreements (in this case, SF MARINE SARL will not be considered in breach of the delivery terms set out in such other agreements) until the Purchaser has provided for all payments owed to SF MARINE SARL under any agreement entered into therewith.

In the event of non-payment/late payment upon the contractually agreed expiry date, all bank costs as well as all costs for outstanding amounts will be charged to the Purchaser, which undertakes to pay them.

In the event of non-payment/late payment upon the contractually agreed expiry date, any discounts and/or favourable conditions granted by SF MARINE SARL at the time of its offer will be revoked; therefore, the Purchaser will pay the full price, also as a penalty for such delay, without deducting the discount set out in the accepted offer. In this case, SF MARINE SARL will issue a new invoice for the difference between the discounted price and the full price owed by the Purchaser as a penalty for its delay.

**Article 5 | Delivery Terms - Delivery - Passing of Risks – Transportation**

The delivery terms indicated in the offer are purely indicative and, as such, they are not fixed, essential and/or mandatory. SF MARINE SARL will take all steps to comply with these terms; however, given the above, its noncompliance will not entail any consequence for SF MARINE SARL, which will thus not be deemed in breach and will not be required to pay damages.

Without prejudice to the above, SF MARINE SARL will never be held liable for delays caused by third parties, unforeseeable circumstances or events of force majeure, or for delays in deliveries made by its suppliers or of external work.

**Article 6 | Complaints – Testing**

The Purchaser undertakes to test the goods within three days of their delivery.

After this period, such testing will be deemed completed by the Purchaser; therefore, any warranties against defects will run as from expiry of such period.

The Purchaser's enforcement of its warranty rights is conditional upon timely fulfilment of all its obligations. In particular, the Purchaser cannot interrupt/suspend payment of the price.

Any complaints will be notified to SF MARINE SARL exclusively by registered letter with return receipt, within the peremptory deadline of three days running from the equally peremptory deadline indicated above for testing, by giving details of such complaints and attaching pictures that clearly give evidence of all problems/defects, so as to allow the technicians of SF MARINE SARL to exactly evaluate these complaints.



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In any event, SF MARINE SARL will be solely required to eliminate the defects notified by the Purchaser and acknowledged by SF MARINE SARL itself and the Purchaser will have no titles or claims in relation to alleged or existing damages arising directly and/or indirectly from such defects.

In any event, any compensation granted by SF MARINE SARL to the Purchaser for defects and/or breaches will never exceed the value of the goods sold which such defect/breach refers to.

In any event, if the Purchaser fails to report any evident and/or hidden defects within three days (of expiry of the term established for testing), the goods will be deemed definitively accepted without any reservation by the Purchaser and the warranty against defects will be deemed definitively ineffective, so the Purchaser will no longer be entitled to enforce it.

Regardless of the elapse of the said peremptory term of three days (running from expiry of the term established for testing), no claims will be accepted for goods sold that have already been used by the Purchaser and/or are worn.

**Article 7 | Instructions Manual for pumps and other machinery**

If pumps and/or other machinery are sold, SF MARINE SARL will provide the Purchaser with a copy of their instructions manual, if any. The Purchaser will strictly comply with all precautions and instructions for use set out in the Instructions Manual, both as regards the installation and first starting of the pumps and/or machinery sold and their following routine and extraordinary maintenance; or else, SF MARINE SARL will not grant any warranty in this respect.

**Article 8 | Warranty – Exclusion**

Without prejudice to Article 6 above, SF MARINE SARL warrants that the materials/products supplied thereby, at the time of delivery at its own premises, meet the conditions set out in the order confirmation and are free from nonapparent defects/faults.

The warranty is valid for 12 months running from delivery of the goods.

The warranty does not cover evident defects that are not reported within the peremptory term set out in Article 6 above, and those product parts/components which, by their nature or structure, are subject to wear and tear, such as: mechanical seals and/or packing, packing boxes, gaskets, bearings, flexible couplings, etc..

The warranty does not apply if the Purchaser:

- a) uses and/or maintains the products incorrectly and/or not in compliance with the instructions received and/or contained in the manuals delivered thereto and/or against the principles of reasonable care;
- b) brings any changes or repairs to the products without the prior written consent of SF MARINE SARL.

In any event, the warranty does not cover costs for assembly and disassembly, tests, plant standstills and in general any kind of indirect damage. Under the warranty given by SF MARINE SARL, the latter, at its own discretion, will:

- a) supply, free of charge, the components required to replace the defective ones, or



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- b) carry out or have others carry out the necessary repairs, at its own cost, or
- c) refund the Purchaser for the price indicated in the invoice and paid by the latter for the defective products or components.

In order for the Purchaser to usefully and duly enforce the warranty, it shall specify and give SF MARINE SARL written details about the hidden defects discovered thereby, attaching any useful information (including pictures of the defective items or parts) and notifying all defects, by registered letter, within eight days of their discovery (or else, such right will be lost).

In addition, the Purchaser shall first return to SF MARINE SARL all defective products and/or components.