



Warrantee

I. WARRANTY

The following conditions apply to all products sold by Mar-In Controls, unless specified otherwise in writing.

The supplier guarantees the soundness of the goods supplied and the quality of the materials used and or supplied in such a manner that any faults in the goods supplied, which are provided by the purchaser to have occurred within 12 months after having handed over the ship to the owner, however, not later than 24 months after the date of delivery of the goods, exclusively or chiefly as a direct consequence of a fault in the supplier's design or due to poor workmanship or inferior material, will be repaired by the supplier free of charge.

The guarantee covers the supply of defective components as these will be supplied free of charge to a principal port in the world during the guarantee-period.

Repair under guarantee, which can not be carried out in supplier's workshop, will be repaired at site, whereby the costs incurred such as travelling-hours and travel- and lodging-expenses shall be borne by the purchaser. The purchaser shall give the supplier an opportunity to carry out such repairs, without charging any costs whatsoever and put at supplier's disposal in the proper place and at the proper time all the necessary and customary assistance, auxiliary tools, equipment, aids and appliances (fuel oil, grease, water, electricity, steam, compressed air, etc.) without charging any costs.

Supplier's liability under this guarantee shall cease to exist, if the purchaser or owner of the goods supplied by the supplier, carries out repairs without supplier's knowledge and written consent.

Supplier's guarantee shall not apply, if the defects are the consequence of injudicious use or injudicious putting into operation of the goods supplied.

If the supplier replaces any parts under the guarantee obligations, the parts replaced shall become property of the supplier.

Supplier's liability for any claim shall be expressively limited to the fulfilment of the guarantee obligation mentioned hereof, any claim for damages including operational or consequential losses is excluded.

The above guarantee is the sole liability of MAR-IN CONTROLS B.V. as regard the quality of the goods and their suitability for the intended application and is given in place of Article X Guarantee and Claims of the general condition of delivery for the F.M.E. (Mechanical and Electrical Engineering Industries), deposited at the court "Arrondissementsrechtbank" at The Hague on January 5th, 1970. All other articles of the F.M.E. will apply for supplier's deliveries and quotations.

MAR-IN CONTROLS B.V.