

Boat Electrics & Electronics Limited ("BEE")

&

[INSERT ENTITY NAME] ("The Client")

BUSINESS2CONSUMER CONTRACT

CONFIDENTIAL



The Contract

The Contract is made up of the following documentation:

Schedule 1: Scope/Demarcation Schedule

Schedule 2: Terms and Conditions

Schedule 1: Scope/Demarcation Schedule

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Schedule 2: Terms and Conditions

- 1.1 These terms ("Terms and Conditions") together with the documents referred to in them (together the "Contract") set out the terms and conditions that apply to any Contract between Boat Electrics and Electronics Limited ("US", "We", "Us", "Our") for the sale of our products and/or services (as defined below) to You ("You", "Your") through <https://www.boatelectrics.com/> (Our, or this, "Site").
- 1.2 Please read the Contract carefully and ensure that You understand them before You submit Your order to Us.
- 1.3 By ordering the provision of any goods or services ("Products") or ("Services") from Us, You agree to be bound by the Contract.
- 1.4 You should print a copy of the Contract for future reference.
- 1.5 Please note that references to defined terms in the singular include the plural and vice versa.

2 ELIGIBILITY

- 2.1 Only consumers (and not legal entities) who are eighteen years of age and who have legal capacity to enter into contracts may order Our Products and or Services.
- 2.2 By placing an order with Us, You represent and warrant that You are a bona fide end-user customer purchasing for Your own or another's personal use and will not deliver, sell or otherwise distribute Our Products or purchase Our Products or services for commercial purposes.

3 THE ORDER PROCESS

- 3.1 The order process on Our Site includes the following:
 - 3.1.1 *Drop-down list of services* – clicking on the drop down list will show You the services provided by US;
 - 3.1.2 Clicking on the individual service from the drop-down list will direct You to a page with a form in which You may provide Your contact details and briefly set out Your enquiry;
 - 3.1.3 A member of Our team will then contact You to discuss Your inquiry further and, if You wish to proceed, to agree a scope of work and pricing.

4 OUR PAYMENT PROCESS

- 4.1 We will issue You with invoices for all of the Goods and/or Services provided by Us;
- 4.2 Unless the invoice specifically states a different date for payment, in which case the due date on the invoice shall be the applicable due date, You must pay Our invoice in full within 5 days of receipt of the invoice.
- 4.3 Every invoice must be paid in the currency stated in the invoice in cleared funds to Our bank account as set out in the invoice.

- 4.4 If You fail to make payment of any invoice, We shall, without prejudice to any right which You may have pursuant to any statutory provision in force, have the right to charge the You interest on a daily basis at an annual rate equal to the base rate of The Bank of England plus three percent (3%) from time to time on any sum due and not paid on the due date. Such interest shall be calculated compounding on a daily basis from the due date until payment of the overdue sum, whether before or after judgment.
- 4.5 If You reasonably believe that an incorrect invoice has been issued by Us, then You should notify Us promptly in writing, but in any event no later than the due date on the invoice, specifying the reason for disputing the invoice. You should pay the undisputed portion of the invoice but shall be entitled to withhold payment of the disputed amount until the dispute has been resolved.
- 4.6 At any time while any sum due and payable by You to Us is outstanding, We shall be entitled to suspend the performance of any or all of their obligations under the Contract.
- 4.7 Please note that the fee quoted will include the cost of the Product and Service only and does not include professional fees and reasonable and necessary additional costs and expenses (for example: travel, accommodation, packaging, insurance, transport, printing/copying, communications etc.).
- 4.8 We may charge additional professional fees if events beyond Our control (including Your acts or omissions) affect Our ability to perform the Services as originally planned or if You ask us to perform additional tasks.

5 CUSTOMS

- 5.1 If You are based outside the UK, You may also have to pay import duty or other taxes, fees or charges applied by customs or other authorities in the country of receipt. You must comply with all laws and regulations of the country in which You are receiving the Products. Any additional charges for customs clearance must be borne by You. We have no control over these charges and cannot predict what they may be. If You are unsure about whether these charges might apply to Your order, You should contact Your local tax or customs office for further information.

6 YOUR RESPONSIBILITIES

- 6.1 We ask that You do Your best to:
- 6.1.1 provide full, accurate and complete information to Us in sufficient time to enable the Services to be performed effectively and efficiently by Us;
 - 6.1.2 procure all necessary accesses for Our representatives to everything required to carry out the Services, including providing access to necessary information, goods, premises (including all stores on or offsite during working hours), vessels, installation, and transport.
 - 6.1.3 ensure the working environment is safe and adequate in relation to facilities and arrangements for Our representatives, the working environment is Your property or otherwise controlled by You;

- 6.1.4 inform Us at the earliest opportunity of any possible delays of any nature including, but not limited to, those that occur due to vessel availability, production problems, design problems, or financial problems or any other risk of delay.
- 6.1.5 to supply Our staff with water and sufficient electrical power to enable them to provide the Services.
- 6.1.6 to supply us with any information reasonably requested by Us. You may request that we provide you with information that it is reasonable for You to request.

7 MANUFACTURER WARRANTY

- 7.1 For custom parts and equipment designed and manufactured by us, our Products are sold with a 12 month warranty.
- 7.2 For parts and equipment sourced originally from a third party, our Products are sold with a 12 month warranty.
- 7.3 If You are a consumer in the UK, a manufacturer's warranty is in addition to Your legal rights in relation to Products that are faulty or not as described. Advice about Your legal rights is available from the Citizens' Advice Consumer Service (Website www.adviceguide.org.uk or call on 03454 040506).
- 7.4 This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by Us, failure to follow Our instructions, misuse, or any alteration or repair carried out without the Our approval.
- 7.5 If You have a valid claim against Your warranty, please contact Boat Electrics & Electronics Ltd

8 THIRD PARTIES

- 8.1 No provision of this Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to it.

9 CANCELLING YOUR CONTRACT

- 9.1 Except in relation to bespoke and personalised items, You have the right to cancel Your order within 14 days without giving any reason.
- 9.2 The cancellation period will expire 14 days from the day after the day on which You (or someone You nominate, other than a carrier) receives the Product.
- 9.3 To exercise the right to cancel, You must inform Us by email to: sales@boatelectrics.com or by post to the address listed at clause 13.2
- 9.4 If We have sent a Product to You that is not bespoke and that has not been fitted or used and You have cancelled Your contract, the Product must be returned in accordance with clause 14. Return packaging will be Your responsibility and You must follow Our reasonable instructions. You must ensure that You pack the Products appropriately to prevent damage during transit.

- 9.5 If You cancel Your contract in accordance with clause 9, We will issue You with a full refund on receipt of the returned Product(s) in the condition in which they Were purchased, including the shipping cost for the original purchase by the least expensive delivery method. We will make reimbursement without undue delay, and not later than: (i) 14 days after the day We receive back from You any of the Product(s) supplied; or (ii) if no Product(s) as supplied, 14 days after the day on which We are informed about Your cancellation. We will make reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise.

10 FAULTY PRODUCTS AND/OR FAULTY INSTILLATION OF PRODUCTS

- 10.1 We are under a legal duty to ensure that the Products correspond with their description and are of satisfactory quality and fit for purpose.
- 10.2 You must inspect the Products as soon as reasonably practicable after delivery and You must inform Us promptly, by calling Our Customer Service Team by calling 01292 315 355 (+044 01292 315 355 from overseas), if the Product is faulty or not as described ("Faulty") upon delivery or if You discover faults later.
- 10.3 We are also under a legal duty to perform the Services with reasonable care and skill.
- 10.4 On confirmation by Us following inspection and/or testing that the Products/Installation were Faulty on delivery /carried out without reasonable care and skill and, provided You were not made aware of the relevant fault at the time of purchase of the relevant Product/the time the Services were provided, or if it becomes apparent that we are in breach of our statutory duties to You, You will be entitled to the following remedies:
- 10.4.1 You may ask for a refund to be paid to You in accordance with clause 9.5;
- 10.4.2 You may ask Us to replace the Product. Where a replacement is unavailable, We reserve the right to try and repair the Product. If We are unable to do so We will issue a refund;
- 10.4.3 Remedial work to put the service right, which will be carried out at Our expense, within a reasonable time and without significant inconvenience to You;
- 10.4.4 Provide money back or a reduction in price up to but no greater than the fee agreed or paid for the Products or Services.

11 OUR RIGHT TO CANCEL

- 11.1 We may have to cancel an order before the Products are delivered, for example, due to an event outside our control or the unavailability of stock. We will contact You as soon as possible if this happens.
- 11.2 If We have to cancel an order and You have made any payment in advance for Products or Services that have not been provided to You, We will refund these amounts to You within 14 working days (unless We reasonably suspect a fraudulent payment, in which case see clause 14).

12 OUR LIABILITY

- 12.1 We only supply Our Products for domestic and private use. You agree not to use the Products for any commercial, business or re-sale purposes, and We shall under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12.2 Subject to clause 12.5, We shall under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with a failure by Us to comply with these Terms and Conditions.
- 12.3 Some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the exclusion at clause 12.5 may not apply to You, provided always that We will not be responsible for any incidental or consequential loss that is not reasonably foreseeable to both You and Us when We entered into the contract. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and Us at the time We entered into the contract.
- 12.4 Subject to clause 12.5, Our total liability to You in respect of all losses arising under or in connection with the sale of the Products, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall (to the fullest extent permissible by law) in no circumstances exceed the purchase price paid for the Product(s) by You.
- 12.5 Nothing in these terms shall limit or exclude Our liability for any liability for which it would be unlawful for Us to exclude or restrict liability (including but not limited to: (a) death or personal injury caused by Our negligence; (b) Our fraud or fraudulent misrepresentation; and (c) any breach of the terms implied into contract by the following sections of the Consumer Rights Act 2015: sections 9 and 34 (satisfactory quality); sections 10 and 35 (fit for purpose); sections 11 and 36 (as described); sections 12 and 37 (conformity to pre-contract information); section 13 (match sample); section 14 (match model); section 15 (installation); section 16 (non-conforming digital content); sections 17 and 41 (trader right to supply); section 28 (delivery) and section 29 (passing of risk)).

13 RETURNS

- 13.1 Our Products must be returned in a new and unused state, in perfect condition, with all protective materials in place (if applicable), as well as with the original box and delivery package, including all accessories and documents. For example, it will not be possible to return items that have been altered to fit your vessel or where the Product's packaging is torn or the product has been damaged in any way. We reserve Our right not to accept any return if the Product shows signs of wear, or has been used or altered from its original condition in any way or, as an alternative, may reduce the amount of any applicable refund or exchange accordingly. All returns will be subject to strict quality control by Us to ensure that the returned Products satisfy these requirements. If the Products do not meet these standards, We will refuse the return, and the Products will be returned to You. If the returned Product satisfies the quality control standards, We will proceed with the applicable refund or exchange.

- 13.2 Our Products, must be returned in fully re-saleable condition to Boat Electrics & Electronics Ltd., Unit 4 – 18 Kyle Road, Irvine, Ayrshire KA12 8LE.
- 13.3 Unless You are returning a Product because it is Faulty (as defined above), you will be responsible for the cost of returning the Product(s) and for arranging for items to be couriered to Us as the above address. We strongly recommend using an insured recorded courier for peace of mind.
- 13.4 Return packaging will be Your responsibility and You must follow Our reasonable instructions. You must ensure that You pack the Products appropriately to prevent damage during transit. You will need to provide additional external/internal packaging to ensure the goods are received in fully resale-able condition at our warehouse. Failure to do so could lead to us being unable to refund You.
- 13.5 You may return a Product provided that the return complies with these Terms and Conditions. If the return complies with these Terms and Conditions, We will refund the purchase price to You using the same means of payment as used by the buyer for the initial transaction within fourteen (14) days after Our receipt of the Product returned in accordance with this clause 13.

14 FRAUD

- 14.1 If We reasonably suspect a fraudulent payment by debit or credit card, then We will not dispatch any Product and We will not carry out any refunds until authorised by Our bank.

15 HOW WE MAY USE YOUR PERSONAL INFORMATION

- 15.1 Our Privacy and Cookie Policies set out how We will use personal information, which We will always do in accordance with data protection legislation. Please read them carefully.

16 STATUTORY RIGHTS

- 16.1 If you are a consumer in the UK, you benefit from the rights conferred by statute, such as the Consumer Rights Act 2015. Nothing in the Contract seeks to exclude the rights conferred on You by any legislation in force in the UK, as amended from time to time.
- 16.2 See clause 7.3 for details of who to contact and where to access information about Your rights.

17 DISPUTES

- 17.1 We always hope to be able to resolve any disputes with you as problems are identified. If we are unable to do so, this clause provides the procedure that we will follow.
- 17.2 This Contract is governed by the laws of England and Wales.
- 17.3 Any dispute between Us and You in connection with or arising out of the Contract shall be resolved by means of the following procedure:

- 17.3.1 One party shall serve a notice of dispute in writing or by email on the other party setting out (i) the background facts to the dispute, (ii) the contractual clauses relied upon by the Party initiating the dispute process and (iii) the value of the dispute with a detailed explanation of how the value of the dispute has been calculated by that Party ("Notice of Dispute").
- 17.3.2 Within 10 Business Days of the Notice of Dispute being served on the other Party, the dispute shall be referred to You or Your representative and Our representative who shall discuss the matter, either in person or by telephone. The Parties' representatives shall make all reasonable efforts to reach an agreement. Each Party's representative for the purposes of the dispute process shall be an individual with the authority to deal with the dispute.
- 17.3.3 If no agreement is reached under Clause 17.3.2 or 10 Business Days have passed since the Notice of Dispute was served on the other Party, the Parties shall, acting in good faith, within 40 days from the date of the Notice of Dispute, attempt to resolve the dispute by attending mediation. The mediation shall be in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure. The Parties shall exchange mediation papers (maximum 7 pages long) outlining their position five (5) Business Days in advance of the mediation. The mediation shall be conducted in Glasgow, United Kingdom.
- 17.3.4 In the absence of any agreement being reached at mediation or if 40 days have passed since the Notice of Dispute, the dispute shall be finally settled by arbitration. The arbitration shall be conducted in accordance with London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. The reference shall be to one arbitrator. If within 14 days of one Party calling for arbitration, the Parties have not agreed upon a sole arbitrator, either Party may apply in writing for the appointment of a sole arbitrator by the President of the LMAA. The award of the sole arbitrator shall be binding on both Parties as if he had been appointed by agreement. Section 69 of the Arbitration Act 1996, appeal on a point of law, is excluded and shall not apply to any arbitration under this Contract. The language of arbitration will be English. *The seat of the arbitration shall be London, England. The location of the arbitration, if not heard online, shall be Glasgow.*
- 17.3.5 Any dispute with a value of under £30,000 (Sterling) shall be referred to the LMAA Small Claims Procedure.

18 OTHER IMPORTANT TERMS

- 18.1 We may transfer this agreement to someone else. We may transfer Our rights and obligations under the Contract to another organisation.
- 18.2 You need Our consent to transfer Your rights to someone else. You may only transfer Your rights or Your obligations under the Contract to another person if We agree to this in writing.

- 18.3 Nobody else has any rights under this contract. This contract is between You and Us. No other person shall have any rights to enforce any of its terms. Neither of Us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms and Conditions.
- 18.4 The delivery date of the Products or the deadline for provision of the Services is a guideline only and may be varied by Us. Where the deadline for the provision of Services is to be varied, we will notify you of such variation.
- 18.5 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 18.6 Risk and Title to the Products passes to You on full and final payment of all invoices issued to You by Us. Payment is deemed to have been made when funds are received in the bank account specified in the invoice(s) issued to You by Us.
- 18.7 Even if We delay in enforcing this contract, We can still enforce it later. If We do not insist immediately that You do anything You are required to do under these Terms and Conditions, or if We delay in taking steps against You in respect of Your breaking this contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date.
- 18.8 As a consumer, You will benefit from any mandatory provisions of the law of the country in which You are resident. Nothing in these terms and conditions, including this clause 18.8 affects Your rights as a consumer to rely on such mandatory provisions of local law.

Signed by [insert full name of individual]

Signed by [insert full name of individual] duly authorised for and on behalf of **Boat Electrics and Electronics Limited**

[Director]
Signatory]

[Secretary]

[Authorised]