



**QUANTUM MARINE ENGINEERING OF FLORIDA, INC.
QUANTUM STABILIZERS INC.**

**TERMS & CONDITIONS FOR THE SUPPLY OF GOODS AND
ASSOCIATED SERVICES**

1. **DEFINITIONS:** In these conditions, “the Customer” means the individual, firm, company or other party with whom we, the Company, contracts. “The Balance of the Price” shall mean the Contract Price less any Advance Payment.
2. **ADVANCE PAYMENT:** No order in pursuance of any quotation or otherwise shall be binding on the Company unless and until such order is accepted by the Company and the Customer shall have paid the relevant deposit % of the Price due to the Company pursuant to any such quotation.
3. **REPRESENTATIONS:** Any contract made between the Company and the Customer shall be subject to these conditions and save as after mentioned no representative or agent of the Company has authority to agree any terms or make any representations inconsistent with them or to enter into any contract except on the basis of them; any such term representation or contract will bind the Company only if in writing and signed by a duly authorised representative of the Company.
4. **INCORPORATION OF THE COMPANY’S TRADING TERMS:** Unless otherwise agreed in writing by the Company these conditions shall apply to the exclusion of any terms and conditions stipulated or referred to by the Customer in his order or pre-contract negotiations or any inconsistent terms implied by law or trade custom, practice or course of dealing. Where the Company has not given a written acknowledgement of the Customer’s order these conditions will nonetheless apply to the contract provided that the Customer has had prior notice of them.
5. **DESCRIPTIONS AND DATA:** Any general description contained in the Company’s catalogues or other advertising material shall not form a representation or be part of the contract and any Contract shall not be treated as a sale by sample. Where production figures are given the Customer accepts that they are the Company’s estimates only and are not warranted as being accurate. The Customer assumes sole responsibility for the performance of the Goods and for their being safe when used and for the suitability of the Customer’s premises for the installation and safe operation of the Goods. All offers from stock are subject to the relevant Goods being unsold upon receipt of the Customer’s order.
6. **VARIATIONS:** If variations or modifications to the Contract (or any part or aspect thereof) are accepted by the company, the Company being under no obligation to do so, then these shall be deemed to be the subject of a separate contract leaving the original contractual payment terms unaffected notwithstanding any effect on payment-critical items, such as delivery, caused by the variations or modifications in question. The Customer undertakes to take all steps, at the request of the Company, to so modify payment-related documentation (such as a letter of credit or as otherwise stated in the Quotation) in order to ensure payment to the Company on the original date, prior to acceptance of the variations or modifications in question.
7. **SPECIFICATION, INSTRUCTIONS OR DESIGN:** If Goods are made to a specification, instruction or design supplied by the Customer or any third party on behalf of the Customer then
 - (i) the suitability and accuracy of that specification, instruction or design will be the Customer’s responsibility; and
 - (ii) the Customer will indemnify the Company against any infringement or alleged infringement of any third party’s intellectual property rights including but not limited to patent, design right, registered design, trademark, trade name or copyright and any loss, damage or expense (including, without prejudice to the generality of the foregoing, legal costs on an indemnity basis) which it may incur by reason of any such infringement or alleged infringement in any country; and
 - (iii) the Customer will indemnify the Company against any loss, damage or expense in respect of any liability arising in any country by reason of the Goods being made to such specification, instruction or design
 - (iv) the Company reserves the right to sub-contract the fulfilment of the contract or any part thereof. The Customer cannot assign the Contract to any third party.
8. **QUOTATIONS AND PRICES:**
 - (a) Any order submitted to the Company by the Customer within 60 days of a quotation issued by the Company shall be eligible for acceptance by the Company provided that the Order corresponds in all respects with the Company’s quotation. Any quotation denominated in a foreign currency is liable to be amended in the event of a currency fluctuation, from the conversion rate specified therein, between the date of such quotation and the Customer’s Order. The increase will be such amount as is necessary to maintain the quotation price as it would have appeared if converted to the domestic currency of the Company at the rate appearing in the quotation. The Quotation shall be incorporated herein by reference and be part of the Contract of Sale. In the event of any provisions herein which are inconsistent with those in the Quotation, the latter provisions shall always prevail.
 - (b) All prices quoted are on the basis of delivery ex-the Company’s works at the address specified (Nuth, Holland or Ft Lauderdale, USA) and are exclusive of VAT (where applicable) and the Goods will be deemed to be sold and, accordingly, shall be invoiced at the prices ruling at the date of collection or despatch unless otherwise specifically and previously agree to and documented. The Customer shall pay (and the Contract Price shall be net of) any and all taxes duties and other



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government charges payable in respect of the Goods at the rate or rates prevailing when the taxable or chargeable event occurs even if a relevant law or regulation imposes such tax, duty or levy solely on the Company. Where an F.O.B. price is quoted this will include all relevant and necessary costs to place the Goods on or aboard the nominated means of carriage.

- (c) Where training is to be provided by the Company, this shall be quoted for on the basis of the number of the Customer's personnel in need of training as specified by the Customer and the number of the Company man days required to meet that specified need. Training will be taken within 3 months of delivery or as otherwise specified in the Quotation. Any variations or modifications accepted by the Company, after contract, shall be charged as an extra.

9. CONFIDENTIALITY:

- (a) All of the Company's copyright, design rights, know-how and all other intellectual property rights whether in the goods or in documentation and drawings supplied by the Company to the Customer are and will at all times hereafter remain the property of the Company.
- (b) The Customer undertakes to the Company a duty of confidentiality, in respect of all information of a confidential nature supplied pursuant to the Contract or its negotiation, on the specific terms of the Company's standard confidentiality agreement, a copy of which is available on request.
- (c) All system operation control programmes supplied with control products
 - (i) by the Company are the copyrighted property of the Company.
 - (ii) by third parties are subject to the Company's standard confidentiality agreement, a copy of which is available on request.

The Customer is granted a non-exclusive right to use the relevant computer/control programmes only in the equipment designated by the Company and no programme (or any part thereof) shall be made available to others without the prior written consent of the Company. Title in the programmes and in the intellectual property contained therein shall at all times remain with the Company. The non-exclusive license granted to the Customer shall be subject to termination in the event of breach of this sub-clause or any other condition contained herein and upon that event the Customer shall return or destroy (as directed by the Company) all copies of the computer/control programme then in its possession. The Company's right to terminate the license shall be without prejudice to any other rights and remedies available to the Company in respect of misuse of the intellectual property of the Company.

10. PRE-DELIVERY INSPECTION:

- (a) All Goods manufactured by the Company are subject to the Company's standard inspection system from time to time, details of which are available to the Customer upon request and at the Customer's cost. The Customer shall be deemed to have full knowledge of the detailed requirements of both the Company and the Customer pursuant to the Company's inspection system. If, by reason of any failure by the Customer to provide all relevant assistance to the Company in sufficient time prior to the estimated delivery date, the inspection cannot and does not proceed, then the Goods shall be deemed tested and in full conformity with all relevant contractual and other statutory or Governmental standards or protocols and available for collection by the Customer accordingly.
- (b) Where acceptance tests have been agreed to by the Company, the Customer undertakes to provide all necessary assistance to the Company to enable the acceptance tests to be completed, whether at the Company's or the Customer's site, including without prejudice to the generality of the foregoing, components/systems of the relevant type, quality and quantity. If, by reason of any failure by the Customer to provide all relevant assistance to the Company in sufficient time prior to the acceptance test date, acceptance tests cannot and do not proceed, then the Goods shall be deemed accepted and in full conformity with all relevant contractual and other statutory or Governmental standards or protocols.
- (c) The Company is hereby authorised to sign any inspection and/or acceptance certificate on the Customer's behalf in the circumstances hereinbefore set out.
- (d) Without prejudice to the above, any Goods put into use by the Customer should be deemed accepted and, if required by the Company, the provisions of (c) above will apply.

11. GOODS FOR COLLECTION:

- (a) For the purpose of this clause "the Goods" shall mean the whole or any instalment of the Goods and "the collection date" shall mean the date on which the Goods are or will be ready for collection by the Customer or shall be deemed to be ready and available to the Customer pursuant to the foregoing provision.
- (b) The Company shall notify the Customer of the collection date and the Customer shall take delivery of the Goods within 15 days of the collection date, time being of the essence for the purposes of this sub-clause.



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- (c) Loading of the Goods shall be at the Customer's expense and risk; unless otherwise specifically and previously agree to and documented.
12. **DELIVERY:**
- (a) In all cases where the Company agrees to effect delivery of the Goods to the Customer the Customer shall be invoiced for the delivery costs incurred. The terms of carriage shall be those specified by the relevant carrier or carriers engaged by the Company to effect delivery and delivery shall, except in the case of International Supply Contracts, be deemed to have taken place upon tender of the delivery note by the Company. The Customer shall be obliged to accept the delivery note once the vehicle carrying the Goods is as near to the point of delivery as it can reasonably achieve.
 - (b) In the case of any delivery by a carrier not employed by the Company then delivery shall be deemed to have occurred when the delivery/collection note is tendered to the driver of the relevant vehicle at the Company's premises.
13. **INTERNATIONAL SUPPLIES AND DELIVERY:** If the contract is an International Supply Contract it shall be deemed to incorporate the latest edition of Incoterms current at the date of the Contract save that in the event of any inconsistency between Incoterms and any express term of the contract the latter shall prevail. Unless stipulated to any other effect in the Company's Quotation or Acknowledgement of Order delivery shall be F.O.B. to a transportation point (Nuth, Holland or Ft Lauderdale, USA), and by a means of transport, nominated by the Company, all risk passing to the Customer, notwithstanding any obligation on the Company to provide, or arrange the provision of, installation services, upon delivery by the Company to the nominated transportation point. All freight and insurance costs shall be for the sole account of the Customer but, in its discretion, the Company may effect insurance as the Customer's agent and at the Customer's cost (to include a reasonable fee for the Company in providing such a service).
14. **PACKAGING:** Packaging by the Company of any of the Goods or part thereof shall be in accordance with the Company's applicable standard packaging procedures and practices from time to time. Packaging shall not be included in the quotation price, unless otherwise expressly included and subject always to the terms hereof. The off-loading of Goods, where applicable, shall always be at the risk of the Customer.
15. **DELIVERY TIME:** The collection or delivery date shall be calculated by projecting the estimated delivery period beyond the date or dates upon which (i) the final specification or the Goods is agreed by the Company, (ii) any necessary import license is obtained by the Customer, (iii) the Customer has, where appropriate, approved drawings and given all necessary instructions and information to the Company to enable it to proceed fully with the contract, or (iv) the Company shall have received the Customer's advance payment in cash or cash equivalent with Order, whichever shall last occur. Time for delivery shall not be of the essence of the Contract. The Company shall be entitled to defer delivery until any monies due from the Customer have been received.
16. **SUCCESSIVE DELIVERIES AND SURCHARGES:**
- (a) Where an Order for successive deliveries of Goods is accepted by the Company each delivery shall be treated as a separate contract and any dispute or difference arising out of or in connection with one delivery shall not affect the balance of deliveries to be made in execution of the contract.
 - (b) Any costs incurred by the Company due to the Customer's default in collecting, or giving instructions for the delivery of, any Goods will be payable by the Customer forthwith on demand.
17. **FORCE MAJEURE:** In the event of either:
- (a) The Company being delayed in or prevented from making delivery owing to Act of God, war, civil disturbance, requisitioning, Governmental restriction, prohibition, enactment or regulation of any kind, strike, trade disputes, difficulty in obtaining labour or materials, breakdown or machinery or utilities, fire, accident or any other cause of any nature beyond the Company's control, or
 - (b) Non-delivery by the Company's suppliers or damage to or destruction of the whole or part of the Goods, the Company shall be at liberty to cancel or suspend the Contract and/or defer delivery and cancel or suspend the Company's other obligations under the Contract without incurring any liability of any nature as a consequence thereof.
18. **RISK IN THE GOODS:**
- (a) Save in the case of International Supply Contracts and subject to any agreement in writing by the Company, the risk in Goods which the Company agrees to supply shall pass to the Customer on (i) delivery or (ii) the date on which the Customer defaults (which expression shall have the meaning set out in sub-clause 19 (a) (iii) hereof) or (iii) the date on which, the Goods being ready for delivery, delivery is postponed at the Customer's request, whichever shall first occur. Delivery shall be deemed to be completed before off-loading or (in the case of delivery at the Company's premises) loading of the Goods.



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- (b) All other goods shall be at the Customer's sole risk at all times, and the Company shall not be liable for any loss of or damage sustained by any goods left with the Company howsoever caused and whether or not attributed to negligence on the part of the Company or negligence or wilful default on the part of any servant or agent of the Company.
19. **PAYMENT OF THE PRICE OR THE BALANCE OF THE PRICE:**
- (a) For the purpose of this clause and clause 20:
- (i) "the Goods" shall mean the whole or any instalment of the Goods which the Company has agreed to supply or to which the Company has agreed to carry out work. "Services" shall mean the installation of the Goods at the location specified in the Quotation. "Service Notice" shall mean a written notice from the Company addressed to the Customer that the Company is ready to perform the Services.
- (ii) "the relevant date" shall mean the date on which, as applicable:
- (A) the Company dispatches the Goods or
- (B) the Customer takes delivery of the goods or
- (C) the Customer defaults, whichever shall first occur
- (iii) the Customer defaults if he fails to collect the Goods, or to arrange collection of the Goods, or to provide an address for delivery or other forwarding instructions as required by the contract.
- (b) Unless otherwise specified in writing by the Company payment shall be made by the Customer as provided for in the Quotation or net cash not later than 30 days after the relevant date, as defined in 19a(ii) above notwithstanding that property in the Goods has not passed to the Customer. Time for payment shall be of the essence of the contract. Without prejudice to any other rights or the Company interest will be payable on all overdue accounts at the Companies Bank base rate plus 2% and for the purpose of paragraphs 21 and 26 hereof the full purchase price of the Goods shall include all interest payable hereunder.
- (c) Where our quotation provides for payment by Letter of Credit, it shall be a fundamental term of the Contract that payment shall be made by irrevocable letter of credit established at the Customer's cost in the Company's favour by the Customer forthwith upon acknowledgement of the Customer's Order by the Company and confirmed by a first -class clearing Bank operating in the USA and maintained valid for cash drawings against presentation of the Company's invoice(s) until final contract payment but in any case for at least three months after scheduled completion of the Contract.
20. **SERVICES AND THE CUSTOMER:** The Services shall be deemed completed, and the relevant element of the price accordingly due and payable forthwith, if the Company is available to perform the tasks within one week (or as otherwise specified in the Quotation) of a Service Notice but is prevented from doing so by reason of the lack of all relevant assistance from the Customer (such as the lack of availability of test components or parts from the Customer) and/or the condition of the commission site and/or the facilities or services available therein or thereto at the time of agreed commission. Without prejudice to the generality of the foregoing, and as applicable, the Customer shall be solely responsible for the provision of a suitable location, electrical supply, suitable lifting or other facilities as specified by the Company's Services information or relevant Company personnel. The Customer shall bear the cost of any liability for damage or loss to any person or property caused by a breach of the safety covenant hereinbefore stated and shall indemnify and hold harmless and indemnified the Company against the said liability. The Company shall be entitled to charge the Customer for each man day lost, or part thereof, in waiting for the Customer to remedy its breach in respect of the site and/or the facilities available therein or thereto or the safety thereof without any obligation on the Company to make available personnel to provide the Services in any event in circumstances where the Customer is in breach. Similarly, in circumstances where the Company is obliged to provide labour for the purpose of commissioning beyond the number of man days provided for in the quotation, by reason of circumstances beyond its control, then the Customer shall be obliged to pay to the Company a charge equal to the extra man days required.
21. **FAILURE TO PAY AND CUSTOMER DEFAULT:**
- (a) For the purpose of this clause "an intervening event" shall mean any such event as is described in sub-clause (c) hereof.
- (b) If there shall be an intervening event the Company may, within a reasonable time thereafter, defer or cancel any further deliveries or services, stop any Goods in transit and treat the contract of which these conditions form part as determined but without prejudice to its rights to the full purchase price for Goods delivered and services performed and damages for any loss suffered in consequence of such determination.
- (c) An intervening event shall be of any of the following
- (i) failure by the Customer to make any payment when it becomes due
- (ii) breach by the Customer of any of the terms or conditions of the contract
- (iii) the Customer's proposal for or entry into any composition or arrangement with creditors



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- (iv) the presentation against the Customer of any Petition for a Bankruptcy Order, Administration Order, Winding-Up Order, or similar process.
 - (v) the appointment of an Administrative Receiver, Receiver, or Administrator, in respect of the business or any part of the assets of the Customer
 - (vi) the Company forming the reasonable opinion that the Customer has become or is likely in the immediate future to become unable to pay his, her or its debts.
 - (vii) the insolvency of the Customer.
22. **CANCELLATION:** Cancellation by the Customer will only be accepted at the discretion of the Company and in any case on condition that any costs or expenses incurred by the Company up to the date of cancellation and all loss or damage (including, without limitation, loss of the Company's profit) resulting to the Company by reason of such cancellation will be paid by the Customer to the Company forthwith. Acceptance of such cancellation will only be binding on the Company if in writing and signed by a duly authorised representative of the Company.
23. **SHORTAGES AND LOSS OR DAMAGE IN CARRIAGE:** The Company will have no liability (whether for direct or consequential loss) for damage in transit, shortage of delivery or loss of Goods where risk has passed to the Customer hereunder but will, where carriage is arranged by the Company as a principal (and not as agent for the Customer) assign (where permitted), at the Customer's request and cost, the relevant rights of claim against the carrier(s) in question.
24. **LIMITED WARRANTY:**
- (a) Save as otherwise provided in these conditions the Company's liability in respect of any defect in or failure of Goods originally manufactured by it and supplied or work done is limited to replacing or (in its discretion) repairing or paying for the repair or replacement of Goods which, in the case of defects apparent upon inspection within 28 days of delivery, and in the case of defects not so apparent, 24 months of installation or 36 months of shipment from the company's facility (whichever comes sooner) to the Customer are found to be defective through no act, omission or fault of the Customer provided that following delivery; the Goods shall at all times have been stored, used, operated, adjusted, serviced, and set in accordance with the methods recommended or the instructions given by the Company in the Quotation, Maintenance documents or elsewhere. After equipment commissioning; for the first 12 months the Company will unconditionally cover all labour inclusive of expenses incurred by its operatives and associates, for the subsequent warranty periods labour will be provided exclusive of travel and subsistence expenses.
 - (b) There shall be excluded from the warranty contained in sub-paragraph (a) above any consumable items, all items with a life, under normal usage, of less than 12 months and any defect in material or workmanship or design in any accessories proprietary equipment or factored items not manufactured by the Company but supplied by the Company to the Customer either separately or incorporated in or associated with any other machinery or parts. The Company will seek to obtain for the Customer the benefit of any condition, guarantee or warranty which may be provided by the manufacturer of all such accessories proprietary equipment and/or factored items. In consideration of the Company's assistance in this respect the Customer accepts that it is reasonable that no defect of any nature in material or workmanship in any such items shall form the basis for any monetary or other claim or remedy by the Customer against the company except to the extent that any such claim is satisfied by direct payment or other remedial steps by the relevant manufacturer/factor.
 - (c) In the event of any error in any weight, dimension, capacity, performance or other description which has formed a representation or is part of a contract the Company's liability in respect of any direct loss or damage sustained by the Customer as a result of such error shall not exceed the price of the Goods in respect of which the description is incorrect. Conditions precedent to the Company's liability hereunder shall be that as soon as reasonably practicable or within seven days in any event the Customer shall have given to the Company reasonable notice of the defect and shall have provided authority for the Company's servants or agents to inspect the Goods, and/or
 - (i) that there has been no failure by the Customer to comply with (and maintain a log of) any preventative maintenance schedule or similar discipline referred to in the Company's Technical Documentation.
 - (ii) The Company shall have no other or further liability in respect of any direct or consequential loss or damage sustained by the Customer arising from or in connection with any such defect as aforesaid; expressly the Company shall not be liable for loss of earnings, costs of shipyard activities, dry dock / haulage, sea trails, energy consumption.
 - (d) Where the Company agrees to repair or replace Goods in accordance with the foregoing provisions of this paragraph any time specified for delivery under the contract shall be extended for such period as the Company may reasonably require.
 - (e) All Goods sold by the Company are supplied with the benefit of the terms implied by statutory Florida Law. Subject thereto, and whether or not the contract is a contract of sale, all other conditions, warranties and other terms express or



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implied, statutory or otherwise, are expressly excluded, save insofar as contained herein or as otherwise expressly agreed by the Company in writing PROVIDED that if and insofar as any legislation or any order made there under shall make or have made it unlawful to exclude or purport to excluded from the contract any term or shall have made unenforceable any attempt to exclude any such term, the foregoing provisions of this paragraph will not apply to any such term.

25. NEGLIGENCE, DEFAULT AND CUSTOMER PROTECTION:

- (a) Nothing in these conditions shall exclude or restrict any liability that the Company may have by virtue of the statutory Consumer Protection regulations.
- (b) In the event of any negligence or wilful default on the part of its servants or agents in or in connection with the supply of any Goods or the design or manufacture thereof or in the carrying out of any work the Company shall have no liability to the Customer save as otherwise provided in these conditions.

26. RETENTION OF TITLE: The following provisions shall apply to all contracts and to all Goods which under the contract the Company agrees to supply to the Customer. No failure by the Company to enforce strict compliance by the Customer with such provisions shall constitute a waiver thereof and no termination of the contract shall prejudice limit or extinguish the Company's rights under this paragraph.

- (a) Upon delivery of the Goods the Customer shall hold the Goods solely as bailee for the Company and the Goods shall remain the property of the Company until such time as the Customer shall have paid to the Company and the Company shall have cleared funds for the full purchase price of all Goods or services supplied whether under the contract or otherwise. Until such time the Company shall be entitled to recover the Goods or any part thereof and for the purpose of exercising such rights the Customer hereby grants a license to the Company its employees and agents with appropriate transport to enter upon the Customer's premises and any other location where the Goods are situated and remove the Goods. This license shall extend to detaching the Goods from any property to which they are attached or into which they have been incorporated or from any other products or goods to which they have been attached
- (b) Subject to the License at (i) above the Customer is hereby granted a license by the Company to incorporate the Goods in any products ordinarily manufactured, or used in the course of manufacture by the Customer, in the ordinary course of business.
- (c) The Customer is hereby licensed to agree to sell on the Goods and any products incorporating any of them in the ordinary course of the Customer's business on condition that the Customer shall inform its Customer of the provisions of sub-clause (i) hereof. The Customer acts as the Company's bailee in respect of any such sale and the proceeds of sale shall accordingly belong to the Company to whom the Customer, as Trustee for the Company, shall remit the same immediately upon receipt. The Customer acknowledges that the Goods (excepting spares and stock sales) have been manufactured, processed or adapted to the special order of the customer.
- (d) The Customer shall maintain all appropriate insurance in respect of the Goods from the date or dates on which the risk therein passes to it. In the event of any loss or damage occurring while the Goods remain the property of the Company the Customer shall immediately on receipt of the insurance monies, remit to the Company the full purchase price of the Goods lost or damaged less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for the Company. For the avoidance of doubt the provisions of this sub-clause do not affect the Customer's obligations under clause 19 hereof.
- (e) The licenses granted under sub-clause (ii) and (iii) above shall be terminable forthwith at any time upon notice by the Company to the Customer.

27. GOVERNING LAW AND JURISDICTION:

- (a) The proper law of all contracts with the Company shall be State of Florida law which shall govern in all respects the construction and effect of such contracts under these conditions. The Customer agrees that in the event of any dispute arising out of the contract or the performance thereof, then at the sole option of the Company such disputes shall be dealt with pursuant to the provisions of either (b) or (c) below as the Company shall determine.
- (b) At the option of the Company to the exclusion of the Customer, any dispute, controversy or claim arising out of or relating to this contract or its subject matter, shall be referred to arbitration to be conducted in Ft Lauderdale and in the English language, the governing law of the arbitration to be the laws of the United States of America.
- (c) In the event that the Company has not elected, pursuant to (b) above, to resolve any dispute by reference to arbitration, then the Customer hereby agrees that in the event of any dispute arising out of the contract or the performance thereof it will submit to the exclusive jurisdiction of the US Court except in the event that the Company invokes the jurisdiction of the Court of any other country in which eventuality the Customer will submit to that nominated jurisdiction. In any event, the



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governing law shall be USA law whether proceedings are taken before the Courts of the United States or the Courts of any other Country selected by the Company.

28. **COMPANY'S GENERAL LIEN AND SET OFF:** The Company shall be entitled to a general lien on any property of the Customer in possession of the Company in respect of all debts due by the Customer to the Company. The Customer shall not be entitled to withhold payment of any amount due under the Contract to the Company because of any cross claim or counterclaim of the Customer against the Company and nor shall the Customer be entitled to set off against any amount payable under this contract to the Company any monies which are not then presently ascertained and payable by the Company or in respect of which the Company disputes the Customer's allegation of liability.
29. **GENERAL:**
- (a) The headings to the paragraphs of these conditions are for ease of reference only and shall not affect the interpretation or construction thereof.
 - (b) If any provision of these conditions is or become illegal, void or unenforceable for any reason, the validity of the remaining provisions shall not be affected.
 - (c) Failure by the Company to enforce strict compliance with these conditions by the Customer will not constitute a waiver of any of the provisions of these conditions.

Any reference in these conditions to any provision of a statute or to a model set of trading terms shall be construed as a reference to that provision or code as amended, re-enacted or extended at the relevant time.