



TERMS AND CONDITIONS

WARRANTY AND LIMITATION OF LIABILITY

MARITECH MACHINE warrants that the item identified on the first page of this Quotation/Purchase Order is free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the date of purchase and ends sixty (60) days thereafter. MARITECH MACHINE guarantees that it will repair, replace, or refund, at MARITECH MACHINE'S option, a MARITECH MACHINE hardware product that manifests a defect in materials or workmanship during the Limited Warranty Period.

MARITECH MACHINE MAKES NO OTHER EXPRESS WARRANTY OR CONDITION WHETHER WRITTEN OR ORAL AND, TO THE EXTENT PERMITTED BY LAW, MARITECH MACHINE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS MARITECH MACHINE LIMITED WARRANTY. MARITECH MACHINE DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MARITECH MACHINE shall in no way be liable for special, incidental or consequential damages in connection with the product(s) provided hereunder to Buyer or any third party. In no event shall MARITECH MACHINE'S liability to Buyer exceed the price paid by Buyer for the services or product provided.

MARITECH MACHINE does not warrant against infringement.

INFORMATION FROM BUYER TO MARITECH MACHINE

Buyer warrants that any information provided to MARITECH MACHINE is complete and accurate and that it has the right to provide the same and will hold harmless MARITECH MACHINE from any third-party claims.

ACCEPTANCE

Buyer shall have the right to inspect and test any supplied item that has been delivered for acceptance. Buyer shall have five (5) days after delivery to inspect and/or test the delivered item(s). If any defect is identified, the Buyer must notify MARITECH MACHINE within two (2) days and may request a replacement of the non-conforming item or a no-cost termination of the purchase order. If the Buyer fails to provide written notification to MARITECH MACHINE within the above time period, Buyer shall be deemed to have accepted the delivered item(s).

TERMINATION

Buyer may terminate this agreement for convenience by written notice to MARITECH MACHINE, 1740 Sherman Avenue, Panama City FL 32405. Upon such termination, Buyer shall pay MARITECH MACHINE for all delivered items, plus the costs incurred for the work in progress.

If Buyer should default on its obligations hereunder, Seller shall have all rights available to it under law and or equity.

CHANGES

Modifications, additions, or changes to this Agreement shall not be binding upon MARITECH MACHINE unless accepted by it in writing by an authorized representative of MARITECH MACHINE.

DELIVERY

MARITECH MACHINE will deliver the supplied ordered in a commercially reasonable time.

GENERAL

Buyer's assignment of this order or any interest therein or of any rights thereunder without the written consent of MARITECH MACHINE shall not be binding on MARITECH MACHINE. MARITECH MACHINE may withhold its consent for any reason.

It is the express intention of the Parties that in all matters, the Parties will act as independent Contractors and not as an employee, agent, joint venture, or partner of the other Party.

This Agreement shall be governed by and construed in accordance with the substantive law of the State of Florida without giving effect to the principles of conflicts of laws thereof.

MARITECH MACHINE shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of MARITECH MACHINE and without its fault or negligence such as, acts of God or the public enemy, COVID-19 or similar pandemics, acts of the Government in either is sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, unusually severe weather, and delays of common carriers.

Risk of loss. The risk of loss or damage to the supplied provided under this purchase order shall remain with MARITECH MACHINE until, and shall pass to the Buyer upon: (1) Delivery of the supplies to a carrier, if transportation of f.o.b. origin; or (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

Unless specified elsewhere in this purchase order, title to items furnished hereunder shall pass to the Buyer upon acceptance regardless of when or where the Buyer takes physical possession.

MARITECH MACHINE agrees to comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this purchase order. MARITECH MACHINE further agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 21 relating to procurement integrity.

If the Buyer is the Government, then in that event, this purchase order is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement or any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1. Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

Each party acknowledges that it has read this Agreement, fully understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the Parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter of this Agreement. This Agreement cannot be modified or altered except by written instrument duly executed by authorized executive officers of both Parties.