

GENERAL TERMS AND CONDITIONS

Marinminds B.V.

Hardware, Software, Platform and Services

Version 1.8

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Principles of Cooperation

Marinminds operates on the core values of **Connect, Innovate and Experience**.

Connect reflects our belief in building strong and transparent relationships with customers, partners and users. It also reflects our approach to connecting technologies, manufacturers and systems into coherent and reliable solutions. We value trust, open communication and long-term cooperation.

Innovate reflects our commitment to enabling new experiences through technology and to continuously improving our Products, Software and Services through creativity and practical engineering.

Experience reflects our goal to deliver reliable systems and intuitive solutions that enable calm, confidence and meaningful experiences for those who use them.

While these Terms establish the legal framework governing the relationship between Marinminds and Customer, they also provide the structure within which Marinminds aims to deliver these values in practice.

The parties acknowledge that successful cooperation is built on **mutual trust, good faith and constructive dialogue**.

Marinminds will make reasonable efforts to provide reliable Products and professional Services and to work collaboratively with Customer to resolve issues where they arise.

The parties agree that open communication and practical cooperation should be the preferred approach for addressing operational matters before relying on formal contractual remedies.

1. Definitions

For the purposes of these Terms:

Agreement

means any agreement between Marinminds and Customer for the provision of Products, Software, Platform access or Services.

Customer

means any legal entity entering into an Agreement with Marinminds.

Products

means any hardware devices, equipment, components or other physical goods supplied by Marinminds.

Software

means any software, firmware, embedded software, applications or digital tools supplied by Marinminds.

Platform

means any cloud-based systems, dashboards, remote monitoring services, APIs or SaaS services operated by Marinminds.

Services

means any installation, configuration, commissioning, support, maintenance, consulting or other professional services provided by Marinminds.

Installation

means the physical mounting, wiring or connection of Products within a system or equipment.

Configuration

means the adjustment of settings or parameters within the Products, Software or Platform.

Commissioning

means initial setup, testing or verification of basic operation of the Products or Software after installation.

Commissioning does not constitute verification or certification of the overall system design, installation or compliance with regulatory requirements.

Marinminds B.V. (“Marinminds”, “we”, “us” or “our”)

means Marinminds B.V., the provider of the Products, Software, Platform and Services under these Terms.

2. Applicability

These Terms apply to all quotations, offers, agreements and deliveries made by Marinminds.

Any general terms and conditions of Customer are expressly rejected.

Any deviation from or amendment to these Terms shall only be valid if expressly agreed in writing in Marinminds-issued quotations, offers or agreements, or in documents expressly referred to in or accompanying such documents, and must be explicitly identified as such.

In the event of any inconsistency between these Terms and any quotation, specification, proposal or other project documentation, these Terms shall prevail unless expressly stated otherwise in the relevant Marinminds-issued document.

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

3. Quotations and Formation of Agreement

All quotations issued by Marinminds are non-binding unless explicitly stated otherwise.

An Agreement is formed only upon written confirmation by Marinminds or commencement of delivery.

Marinminds reserves the right to refuse orders without justification.

Technical documentation, drawings, descriptions and specifications are indicative and may be modified.

Unless otherwise stated, quotations remain valid for fourteen (14) days from the date of issuance.

4. Prices

Marinminds' prices are based on cost levels applicable at the time of quotation.

Marinminds reserves the right to adjust prices in the event of significant changes in component, supplier or procurement costs beyond Marinminds' reasonable control.

Marinminds will inform Customer of such adjustments without undue delay.

Unless otherwise stated, prices exclude taxes, duties, shipping, installation and other additional costs.

5. Delivery of Products

Delivery dates are indicative and shall not constitute strict deadlines.

Delays shall not entitle Customer to terminate the Agreement or claim damages.

Risk of loss or damage transfers to Customer upon delivery.

Customer is responsible for proper storage, installation and operation of the Products unless agreed otherwise.

6. Hardware Warranty

Marinminds warrants that the Products are free from defects in materials and workmanship for a period of twelve (12) months from delivery.

Warranty service shall be provided on a return-to-base basis.

Marinminds shall not be responsible for any costs related to removal, reinstallation, transport, travel, or on-site service unless explicitly agreed in writing.

Marinminds' sole obligation under this warranty shall be, at its option, repair or replacement of defective Products.

The warranty does not apply to defects resulting from:

- improper installation
 - misuse or negligence
 - modification of the Products
 - integration with third-party systems
 - operation outside specified conditions.
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7. Software License

Marinminds grants Customer a limited, non-exclusive, non-transferable license to use the Software in connection with the Products on which the Software is installed.

The Software may be used by Customer and by the end user of the Products on which the Software is installed.

The Software license is tied to the Products on which the Software is installed and may be used by subsequent lawful owners or operators of those Products.

Transfer of ownership of the Products shall not create any contractual relationship between Marinminds and such subsequent owners unless otherwise agreed in writing.

Customer shall not copy, modify, reverse engineer, distribute or sublicense the Software except as necessary for normal use of the Products.

The Software is licensed, not sold, and all intellectual property rights remain with Marinminds.

8. Platform and SaaS Services

Marinminds may provide access to the Platform as part of the Agreement.

The Platform and all Services are provided “as is” and “as available.”

Marinminds makes no warranties regarding uninterrupted operation, error-free functionality, or suitability for a particular purpose.

Marinminds may modify, improve or discontinue features of the Platform at any time.

Marinminds may perform maintenance, updates or changes to the Platform without prior notice.

9. Software Updates

Marinminds may provide updates, upgrades, patches or modifications to the Software or Platform, including remote or automatic updates.

Such updates may modify functionality, performance, compatibility or user interfaces.

Customer acknowledges that installation of updates may be necessary for security, maintenance or continued operation.

Marinminds shall not be liable for temporary interruptions, changes in functionality, or incompatibilities resulting from software or firmware updates.

Customer is responsible for verifying compatibility of updates with its systems and third-party equipment.

10. Customer Responsibilities

Customer is solely responsible for:

- proper installation of Products
- configuration of systems
- network and power infrastructure
- accuracy of provided data
- compliance with applicable laws
- safeguarding access credentials.

Customer acknowledges that complex electronic systems may behave differently depending on installation conditions and third-party components.

11. Installation and Integration

Proper installation, configuration and integration may require specialized expertise.

Unless explicitly agreed otherwise in writing, Marinminds is not responsible for installation, wiring, configuration, calibration or commissioning of Products or Software.

Customer shall ensure that installation and integration are performed by qualified personnel.

Marinminds shall not be liable for damage or malfunction resulting from installation or integration performed by Customer or third parties.

12. Configuration and Commissioning Services

Marinminds may provide configuration, setup or commissioning services.

Such services are provided on a reasonable efforts basis and limited to the scope agreed.

Customer remains responsible for system design, installation environment, wiring, third-party equipment and operational use.

Configuration or commissioning services do not constitute certification, acceptance or guarantee of overall system performance.

13. Changes to Scope

Any changes to the agreed scope, specifications, delivery schedule or Services requested by Customer may result in adjustments to price, delivery time or other conditions.

Marinminds shall not be obligated to perform such changes unless the parties have agreed in writing on the corresponding adjustments.

14. Third-Party Systems

Products, Software and Services may interact with third-party systems or services.

Marinminds does not guarantee compatibility, availability or performance of such systems.

Marinminds shall not be liable for damages arising from the use of third-party systems.

15. Data Usage

Marinminds may collect and process telemetry and operational data generated by the Products or Software, including vessel system data, performance metrics and diagnostic information.

Such data may be used for:

- system monitoring
- maintenance
- analytics

- product improvement.

Marinminds may share operational or technical data with its affiliates, subcontractors, cloud providers or service partners where necessary for the provision, operation, maintenance or improvement of the Products, Software or Services.

16. Data Protection and Privacy

Marinminds processes personal data in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR).

Further information regarding Marinminds' processing of personal data is provided in Marinminds' Privacy Policy.

17. System Reliance Disclaimer

Products and Software may process or display operational, diagnostic or navigational information.

Such information may be incomplete, delayed, inaccurate or unavailable due to software errors, hardware faults, network issues, sensor inaccuracies or third-party system failures.

Customer and end users must independently verify critical information before relying on it for operational or safety decisions.

Marinminds shall not be liable for damages resulting from reliance on such information.

Customer acknowledges that complex electronic and software systems may contain errors or defects and Marinminds does not guarantee uninterrupted or error-free operation.

18. Marine Operation Disclaimer

Products and Software may provide vessel-related information.

Such information is provided for informational purposes only.

Products and Software are not intended to replace professional navigation equipment, certified marine instruments or proper seamanship.

Customer and end users remain solely responsible for safe vessel operation.

19. Intellectual Property

All intellectual property rights in the Products, Software, Platform and Services remain exclusively with Marinminds or its licensors.

Nothing in the Agreement transfers ownership of intellectual property to Customer.

20. Indemnification

Customer shall indemnify, defend and hold Marinminds harmless from any claims, damages, losses or expenses arising from:

- misuse of Products or Software
 - violation of laws
 - infringement of third-party rights
 - data supplied by Customer
 - integration with third-party systems.
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21. Limitation of Liability

To the maximum extent permitted by law, Marinminds shall not be liable for:

- indirect damages
- consequential damages
- loss of profits
- loss of data
- business interruption.

Marinminds' total liability shall not exceed the fees paid by Customer in the twelve (12) months preceding the claim.

22. Claims and Time Limits

Any claim by Customer against Marinminds must be submitted in writing within thirty (30) days after Customer becomes aware, or reasonably should have become aware, of the event giving rise to the claim.

Any legal claim against Marinminds shall expire if not initiated within twelve (12) months after the event giving rise to the claim.

23. Non-Reliance

Customer acknowledges that it has not relied on any representations, statements or warranties other than those expressly stated in the Agreement.

Any descriptions, illustrations, technical data, marketing materials, presentations or other information provided by Marinminds are for informational purposes only and shall not constitute warranties or guarantees.

24. Force Majeure

Marinminds shall not be liable for delays or failures caused by events beyond its reasonable control including:

- natural disasters
 - cyber attacks
 - power failures
 - internet outages
 - supplier failures
 - governmental actions.
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25. Termination

Marinminds may terminate the Agreement immediately if Customer:

- fails to pay invoices
- breaches the Agreement
- becomes insolvent.

Upon termination all licenses granted to Customer shall cease.

26. Governing Law and Jurisdiction

These Terms shall be governed exclusively by Dutch law.

All disputes shall be submitted to the competent court in the Netherlands.