



QUANTUM GROUP TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND ASSOCIATED SERVICES

1. **DEFINITIONS:**

1.1 For the purpose of these terms and conditions the 'Customer' means the individual, firm, company or other party with whom we, the Company, enters into a contract; the 'Company' shall mean the associated members of the Quantum Group as a whole or its individual entities, these being Quantum Marine Engineering of Florida, Quantum Stabilizers, Quantum Stabilizers Europe, and Quantum Alignment. The 'Goods' shall mean the whole or any instalment of the goods supplied by the Company to the Customer. 'Services' shall mean the provision of labor for the purposes defined within a quotation or service request.

2. **INCORPORATION OF THE COMPANY'S TRADING TERMS:**

2.1 Unless otherwise agreed to in writing by the Company, these terms and conditions form an integral part of any offer or contract and shall apply to the exclusion of any terms and conditions stipulated or referred to by the Customer in its order or pre-contract negotiations or any inconsistent terms implied by law or trade custom. No agent of the Company has authority to agree to any terms or make any representations inconsistent with these terms and conditions, unless such terms or representations are made in writing and signed by a duly authorized representative of the Company.

3. **DESCRIPTIONS AND DATA:**

3.1 Any description contained in the Company's brochures or other advertising material shall not form a representation or be part of the contract between the Customer & the Company. Where 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 safe use by Customer of the goods and for the suitability of the Customer's vessel for the installation and safe operation of the Goods.

4. **QUOTATIONS AND PRICES:**

4.1 A quotation issued by the Company shall be valid for 30 days and eligible for acceptance provided that the Customer Order corresponds in all respects with the Company's quotation and the price has been validated as correct; after 30 days the quotation is considered to have expired and the Company may at its sole discretion re-quote, decline the order, or accept the order.

4.2 Any quotation denominated in a foreign currency is liable to be amended in the event of an adverse currency fluctuation, 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 (US Dollars) on the issue date of the quotation. The Quotation shall be incorporated herein by reference and be part of the Contract of Sale.

4.3 Unless identified otherwise all prices quoted are on the basis of delivery at the Company's facilities (ex-work) at the address specified in the contract between the Customer and the Company (i.e. Nuth, Holland or Ft Lauderdale, USA) and are exclusive of Sales Tax (where applicable). The Customer shall pay any and all taxes duties and other government charges payable in respect of the Goods at the rates prevailing when the taxable or chargeable event occurs.

4.4 In the event of any provisions herein which are inconsistent with those in the Quotation, the latter provisions shall always prevail.

5. **ADVANCE PAYMENT:**

5.1 No order pursuant to any quotation or otherwise shall be binding on the Company unless such order is accepted by the Company and the Customer shall have paid the applicable deposit of the Price due to the Company.

6. **INSTRUCTIONS, SPECIFICATION, OR DESIGN:**

6.1 If Goods are made by the Company pursuant 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, 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 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.

7. **CONFIDENTIALITY AND INTELLECTUAL PROPERTY:**

7.1 All of the Company's copyright, design rights, know-how and all other intellectual property rights whether in the goods, software 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.

7.2 The Customer shall not disclose any confidential information of the Company that the Customer becomes aware of pursuant to any dealings with the Company. For purposes of these terms and conditions the term 'Confidential Information' includes, but is not limited to technical or non-technical data, techniques, designs, formulae, patterns, compilations, computer and other programs, devices, methods, techniques, drawings, processes, software codes, documentation, financial data, financial plans, and lists of actual or potential customers or suppliers. The contract with the Customer shall be subject to the terms of the Company's standard confidentiality agreement, a copy of which is available on request.

7.3 All system operation control programs supplied with the products

- i. by the Company are the property of the Company.
- ii. by third parties are subject to the Company's standard confidentiality agreement.

7.4 The Customer is granted a non-exclusive right to use the relevant control programs 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 programs 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.

8. **PRE-DELIVERY AND COMMISSIONING INSPECTION AND TESTS:**

8.1 All Goods manufactured by the Company are subject to the Company's internal quality system, details of which are available to the Customer upon request. The Customer may witness these tests at the Customer's expense. 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 standards or protocols and available for collection by the Customer accordingly.

8.2 Where Customer specific acceptance tests have been agreed to by the Company, the Customer undertakes to provide all necessary assistance to the Company to enable the tests to be completed, whether at the Company's or the Customer's site. If, by reason of any failure by the Customer to provide all relevant assistance to the Company in sufficient time and the tests cannot and do not proceed, then the Goods shall be deemed accepted and in full conformity with all relevant contractual and other statutory standards or protocols and the Company is hereby authorized to sign any inspection and/or acceptance certificate on the Customer's behalf in the circumstances hereinbefore set out.

8.3 Without prejudice to the above, any Goods put into use by the Customer shall be deemed accepted and, if required by the Company, the provisions of 8.2 above will apply and any payments due shall become due for payment.

9. **DELIVERY AND PAYMENT SCHEDULES:**

9.1 The collection or delivery date shall be calculated by projecting the estimated delivery period beyond the date upon which the Company shall have received the Customer's advance payment with Order, or according to an agreed schedule of payments where

- i. the final specification of the Goods is agreed by the Company,
- ii. 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



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- iii. any necessary import license is obtained by the Customer,
- 9.2 The Company shall reserve its rights to defer delivery of Goods or services until any monies due have been received.
- 9.3 Requests by the Customer for delays in a delivery schedule will be at the discretion of the Company, however in this circumstance the payment schedule shall not be affected and the Customer shall settle payments according to the originally agreed upon payment schedule.
10. **GOODS FOR COLLECTION:**
- 10.1 For this clause 'Goods' shall mean the whole or any instalment of the goods supplied by the Company and 'Delivery date' shall mean the date on which the Goods shall be deemed by the Company to be available for pickup by the Customer.
- 10.2 The Company shall notify the Customer of the Delivery date and the Customer shall take delivery of the Goods within 10 days of this date, time being of the essence for the purposes of this sub-clause.
- 10.3 Loading of the Goods shall be at the Customer's expense and risk; unless otherwise specifically and previously agreed to and documented.
- 10.4 Unless agreed to in writing by the Company, the risk in Goods which the Company agrees to supply shall pass to the Customer on
- The Delivery Date regardless of whether the Customer takes physical delivery of the Goods.
 - 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 by the Customer.
- 10.5 The Company shall not be liable for any loss of or damage sustained to any goods left by the Customer with the Company after the agreed delivery date howsoever caused.
11. **PACKAGING AND STORAGE:**
- 11.1 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. It is the responsibility of the Customer to ensure Goods in their possession (in storage or during installation) are handled and stored appropriately in a clean, safe and dry environment. Failure to provide such condition will void all warranty liability.
12. **DELIVERY:**
- 12.1 Unless otherwise agreed to in writing in the Company's Quotation or Acknowledgement of Order, delivery shall be ex-works the Company's facility, this may be either Nuth, Holland or Ft Lauderdale, USA, or both.
- 12.2 All freight and insurance costs shall be the sole responsibility of the Customer, but in its sole and absolute discretion, the Company may obtain transportation insurance for the goods as the Customer's agent and at the Customer's cost (to include a reasonable fee for the Company in providing such a service).
- 12.3 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 (including a reasonable fee for the Company to provide this service). The terms of carriage shall be those specified by the relevant carriers engaged by the Company to effect delivery and shall, be deemed to have taken place upon tender of the delivery document by the Company. The Customer shall be obligated to accept the delivery document once the vehicle carrying the Goods is as near to the point of delivery as it can reasonably achieve. The Company is not responsible for unloading goods at the Customer's facility.
- 12.4 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 document is tendered to the driver of the relevant vehicle at the Company's premises.
13. **SUCCESSIVE DELIVERIES AND SURCHARGES:**
- 13.1 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 and the customer may not withhold any portion of the price owed to the company in connection with the purchase of Goods under a contract based on any dispute that the Customer may have with the Company under another Contract.
- 13.2 Any costs and expenses including but not limited to attorney's fees, incurred by the Company due to the Customer's breach of its contract or default in collecting, or giving instructions for the delivery of any Goods, will be payable by the Customer forthwith on demand.
14. **FORCE MAJEURE:**
- 14.1 In the event of 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 labor or materials, breakdown of machinery or utilities, fire, accident of any kind which is beyond the Company's control, or 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 suspend or cancel the contract, cancel or defer delivery and cancel or suspend other obligations under the Contract without incurring any liability of any nature as a consequence thereof.
15. **PAYMENT OF GOOD AND SERVICES:**
- 15.1 For the purpose of this clause 'the relevant date' shall mean the date on which, as applicable:
- The Company invoices the agreed advance payment
 - The Company delivers the Goods whether ex-works or customers destination
 - The Company completes provided Services
 - The Customer defaults, by failing to take delivery of the goods, or arrange collection, or provide an address for delivery or other forwarding instructions.
- 15.2 Unless otherwise specified in writing by the Company, payment shall be made by the Customer as provided for in the Quotation or net cash no later than 30 days after the relevant date, notwithstanding that title to the Goods may not have passed to the Customer. Time for payment shall be of the essence of the contract; without prejudice to any other rights of the Company, interest will be payable on all overdue accounts at the rate of eighteen percent per annum (18%) and for the purpose of paragraphs 19 and 24 hereof the full purchase price of the Goods shall include all interest payable hereunder.
- 15.3 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 favor 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 approved by the Company in its sole and absolute discretion and maintained valid for cash drawings against presentation of the Company's invoice(s) until final contract payment but in any case for three (3) months after scheduled completion of the Contract.
16. **SERVICES AND THE CUSTOMER:**
- 16.1 The services to be performed by the Company under a work order 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 but is prevented from doing so because of the Customer's failure to provide the Company with relevant assistance and/or the condition or readiness of the vessel/site and/or the facilities where the Company is to perform the Services ('Services Site').
- 16.2 Without prejudice to the generality of the foregoing, and as applicable, the Customer shall be solely responsible for the provision of a suitable location, power supply, suitable lifting or other facilities as specified by the Company's Services information or relevant Company personnel.
- 16.3 The Customer shall bear the cost of any liability for damage or loss to any person employed or retained by the Company or to any property of the Company caused in whole or in part by any unsafe condition at the Services Site and shall indemnify and hold harmless, defend and indemnify the Company from any claims of third parties which result in whole or in part by any unsafe condition at the Services Site.
- 16.4 Without limiting the foregoing, the Company shall be entitled to charge the Customer for each man day lost, or part thereof, including travel and living expenses in waiting for the Customer to make vessel/site available, provide required facilities and remedy any unsafe condition at the Services Site and the Company shall not be obligated to perform any Services unless and until such unsafe conditions are remedied.



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- 16.5 Where the Company is obliged to provide labor 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 obligated to pay to the Company a charge equal to the extra man days required.
17. **FAILURE TO PAY AND CUSTOMER DEFAULT:**
- 17.1 An intervening event shall be any of the following
- failure by the Customer to make any payment when it becomes due
 - breach by the Customer of any of the other terms or conditions of the contract
 - the Customer's proposal for or entry into any composition or arrangement with creditors
 - the presentation against the Customer of any Petition for a Bankruptcy Order, Administration Order, Winding-Up Order, or similar process.
 - the appointment of an Administrative Receiver, Receiver, or Administrator, in respect of the business or any part of the assets of the Customer
 - the Company forming the reasonable opinion that the Customer has become or is likely in the immediate future to become unable to pay its debts.
 - the insolvency of the Customer.
- 17.2 If there shall be an intervening event, the Company may immediately defer or cancel any further deliveries or services, stop any Goods in transit and treat the contract of which these conditions form part to have been terminated 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.
18. **CANCELLATION AND RETURN OF GOODS:**
- 18.1 Cancellation of the contract by the Customer will only be effective at the absolute 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, 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 authorized representative of the Company.
- 18.2 Where the customer wishes to return parts previously purchased for refund, acceptance will be at the sole discretion of the Company and there will be a 20% restocking fee applied. If however on inspection the goods are deemed to be used or damaged, refund will not be available.
19. **SHORTAGES AND LOSS OR DAMAGE IN CARRIAGE:**
- 19.1 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 that the Company may have against the carrier(s) in question.
20. **LIMITED WARRANTY:**
- 20.1 Unless otherwise specified within the Contract or Quotation, the Company's liability will be according to the schedule of these terms and conditions. In respect of any defect in or failure of Goods supplied by it or work done is found to be defective through no act, omission or fault of the Customer, and provided that following delivery; the Goods shall at all times have been stored, installed, adjusted, serviced, and set in accordance with the methods recommended or the instructions given by the Company within the Quotation, the Contract Maintenance documents or elsewhere, the following shall apply.
- Warranty for Complete New Build Systems:** Warranty shall commence on customer acceptance of vessel, but shall not exceed 45 days from commissioning of equipment, or 30 months from the contractual shipment date of the hardware equipment (excluding fins) from the Company's facilities, whichever comes sooner. For a period of 12 months the Company will cover all parts and labour inclusive of expenses incurred by its operatives and associates.
 - Warranty for Complete Retrofit Systems:** Warranty shall commence on customer acceptance of vessel, but shall not exceed 45 days from commissioning of equipment, or 30 months from the contractual shipment date of the equipment (excluding fins) from the Company's facilities, whichever comes sooner. For a period of 12 months the Company will cover all parts and labour inclusive of expenses incurred by its operatives and associates.
 - Warranty for service (parts and labour):** for the first 3 months the Company will cover all parts and labour exclusive of expenses incurred by its operatives and associates; for a further 9 months the Company's will cover parts only.
 - Warranty for parts supplied:** for new parts 12 months from shipment date, for reconditioned parts 3 months from shipment date, on return of the defective part to the Company.
- 20.2 Where the Goods supplied by the Company interface with equipment supplied or installed by others, the Company does not warrant the suitability, quality or workmanship of the third party equipment or installation. The Company may from time to time provide advice or request changes to the interfaced equipment where it is felt that damage may be caused to the Company's Goods; however under no circumstances does this constitute transfer of responsibility or warranty obligation to the Company for the third party supplied goods or services or for damage to the Company supplied Goods from the third party.
- 20.3 The Company's liability is limited to repairing or in its sole and absolute discretion replacing or paying for the repair or replacement of the Goods supplied by the Company.
- 20.4 Warranty support shall not be undertaken unless all outstanding invoices have been paid.
- 20.5 Where at the discretion of the Company, Goods are replaced under warranty the replacement goods will be warranted for the duration of the original warranty period.
- 20.6 Use of the equipment by the Customer or others without prior written consent of the Company before the commissioning and sign off of the equipment by its representatives will void all warranty obligations; however at the company's sole discretion the warranty commencement date may be adjusted to coincide with the original usage date.
- 20.7 Conditions precedent to the Company's liability hereunder shall be that as soon as reasonably practicable but within seven days in any event the Customer shall have given to the Company reasonable written notice of the defect and shall have provided written authority for the Company or its agents to inspect the Goods, and that there has been no failure by the Customer to comply with and maintain a log of any and all preventative and other maintenance schedules or instructions applicable to the Goods.
- 20.8 It is the Customers responsibility to ensure full and safe access to the warranted equipment for rectification, removal or replacement. The removal of others equipment, (pipework, machinery, walkways etc.) required to afford access to the warranted equipment is not covered by this policy.
- 20.9 The Company shall have no other or further liability in respect of any direct, indirect or consequential losses or damage sustained by the Customer arising from or in connection with any such defect as aforesaid including but not limited to any liability for loss of earnings, costs of shipyard activities, divers, dry dock / haulage, sea trials, energy consumption.
- 20.10 There shall be excluded from the warranty contained in sub-paragraph 20.1 above any consumable items, or all items with a life under normal usage of less than 12 months.
- 20.11 While the company makes every effort to select appropriate third party vendors; the company shall not be held liable for defects, changes in the supply or design of any proprietary equipment or factored items not manufactured by the Company. Except to the extent identified in above the Customer accepts that failure of this equipment or changes to this equipment outside the Company's control shall not form the basis for any monetary or other claim.
- 20.12 Where the Company agrees to repair or replace Goods in accordance with the foregoing provisions of these terms and conditions any time specified for delivery under the contract shall be extended for such period as the Company may reasonably require.
- 20.13 Except as otherwise expressly set forth herein or within the Companies published documentation, the Company makes no other warranties, guarantees or representations of any kind with respect to the Goods or any parts thereof including, but not limited to
- Any implied warranty of merchantability of fitness for use or any implied warranty arising from course of performance.
 - Any obligation, claim for loss of or damage for any liability of the Customer to any third party, or for any other direct, indirect, incidental or consequential damages.



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- iii. The Company's liability in respect of any direct loss or damage sustained by the Customer shall not exceed the price of the Goods.
21. **RETENTION OF TITLE:**
- 21.1 The following provisions shall apply to all contracts and to all Goods that the Company agrees to supply to the Customer. Any failure by the Company to enforce strict compliance by the Customer with such provisions shall not constitute a waiver thereof and no termination of the contract shall prejudice limit or extinguish the Company's rights under this paragraph.
- 21.2 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 and the funds cleared into the Company's account 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.
- 21.3 Subject to the License (21.1 above) the Customer is hereby granted a license by the Company to incorporate the Goods in any products manufactured by the Customer, in the ordinary course of business.
- 21.4 Until the Customer has paid the Company in full for all Goods and Services delivered to the Customer, the Customer shall maintain all insurance in respect of the Goods from the date or dates on which the risk therein passes to it with the Company named as loss payee with respect to all such insurances with such company and in such amounts that the Company reasonably determines is necessary to protect its interest in the Goods. In the event of any loss or damage occurring while the Goods remain the property of the Company and the Customer receives insurance monies as a result thereof, 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.
- 21.5 The licenses granted under sub-clause 21.1 and 21.2 above shall be terminable forthwith at any time upon notice by the Company to the Customer.
22. **GOVERNING LAW AND JURISDICTION:**
- 22.1 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 state and federal courts located in Fort Lauderdale, Florida, USA; except that in the event the Company invokes the jurisdiction of the court of any other country in which eventually the Customer agrees that it will submit to the jurisdiction of said court.
- i. The Company and the Customer hereby waive the right to a trial by jury.
 - ii. Prevailing Party in Dispute. If any legal action or other proceeding is brought in connection with or arises out of any provisions in the Quotation or the Contract, the prevailing party will be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceedings.
 - iii. The Company's liability in respect of any claim by the Customer shall not exceed the price of the Goods.
23. **COMPANY'S GENERAL LIEN AND SET OFF:**
- 23.1 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 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.
24. **GENERAL:**
- 24.1 The headings to the paragraphs of these conditions are for ease of reference only and shall not affect the interpretation or construction thereof.
- 24.2 If any provision of these conditions is or becomes illegal, void or unenforceable for any reason, the validity of the remaining provisions shall not be affected.
- 24.3 The rights of the Company hereunder are cumulative, not exclusive, may be exercised as often as the Company considers appropriate and are in addition to its rights under applicable law. The rights of the Company against the Customer (whether arising under these terms or conditions or applicable law) are not capable of being waived or amended except by an express waiver or amendment in writing. Any failure to exercise or any delay in exercising any of such rights will not operate as a waiver or amendment of that or any other such right, any defective or partial exercise of any such rights will not preclude any other or further exercise of that or any other such right and no act or course of conduct or negotiation on the part of the Company or on its behalf will in any way preclude the Company from exercising any such right or constitute a suspension or any amendment of any such right.
- 24.4 These terms and conditions together with the provisions of the contract or quotation between the Company and the Customer constitute the entire agreement between the Company and the Customer and supersede all previous proposals, agreements and other written and oral communications in relation hereto. The Customer acknowledges that there have been no representations, warranties, promises, guarantees or agreements, express or implied, except as set forth herein.
- 24.5 A copy of these Terms and Conditions is available for review by the Customer on request and is also available for public review on the Companies Web site. Customers should make themselves familiar with these terms and conditions.