



CA MARINE
TERMS & CONDITIONS



CA MARINE, INC - STANDARD TERMS & CONDITIONS

GENERAL TERMS

1. Contract Terms. These terms and conditions (the "Agreement") constitute an integral part and are incorporated into any agreement between CA MARINE SERVICES, INC and any of its customers, whether oral or written; between CA MARINE SERVICES, INC and any customer that has executed a purchase order from CA MARINE SERVICES, INC (a "Purchase Order"); and/or any customer of CA MARINE SERVICES, INC that has requested and/or accepted labor, equipment, and/or other services from CA MARINE SERVICES, INC (the "Products"). The terms and conditions set forth in this Agreement shall govern all transactions with CA MARINE SERVICES, INC and its customers. CA MARINE SERVICES, INC shall not be bound by, and specifically objects to, any term, condition or other provisions which are different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by customer in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise, unless CA MARINE SERVICES, INC specifically agrees to any such provision in a writing executed by a duly authorized CA MARINE SERVICES, INC representative.

2. Acceptance. An order or request for Products from CA MARINE SERVICES, INC shall be binding on CA MARINE SERVICES, INC only after execution of a Purchaser Order by customer, and the payment of the applicable down payment by customer in clear funds. Acceptance by CA MARINE SERVICES, INC is expressly made conditional on customer's acceptance of these terms and conditions. Customer shall be deemed to have agreed to the terms and conditions of this Agreement, and waived any objection to this Agreement upon the earliest to occur of any of the following: (i) customer's execution of a CA MARINE SERVICES, INC Purchase Order, (ii) customer's acceptance of all or any of the Products from CA MARINE SERVICES, INC, and/or (iii) customer's request and/or proposal for delivery of the Products, whether oral or written.

3. Third Party Products. If this Agreement includes the sale of third party products not manufactured by CA MARINE SERVICES, INC, then customer agrees and acknowledges that: (i) customer has made the selection of these products on its own, (ii) such third party products are being acquired by CA MARINE SERVICES, INC solely at the request of and for the benefit of customer, (iii) no representation, warranty or guarantee has been made by CA MARINE SERVICES, INC with respect to such third party products except as set forth in this Agreement, (iv) the obligation of customer to pay CA MARINE SERVICES, INC for all Products is absolute and unconditional, (v) customer will assert no claim whatsoever against CA MARINE SERVICES, INC with respect to any third party product, and will look solely to the manufacturer, as applicable, regarding any such claims or defects, and (vi) customer will indemnify and hold CA MARINE SERVICES, INC harmless from and against any and all claims, regardless of the form of action, related to, resulting from, or caused by the third party products or any work or service provided by the manufacturer of such third party products.

PRICES; INSPECTION AND TESTS

1. Purchase Orders. Unless otherwise agreed to in writing or set forth in the Purchase Order, all prices quoted by CA MARINE SERVICES, INC are based on U.S. dollars, and exclude the costs of insurance, packaging and shipping. All charges for customary packaging, shipping charges and insurance shall be added to the final invoice. FOB. terms are set forth in Section 5.2 hereof. Domestic prices apply only to customers located in, and who will use the Products in, the U.S. International prices apply to all customers located outside of, or who will use or ship or facilitate shipment of the Products outside of, the U.S. Unless otherwise stated, the Purchase Order shall only be valid for thirty (30) days from the date of the Purchase Order.

2. Delay in Acceptance of Delivery. Should the agreed delivery date be postponed by customer, CA MARINE SERVICES, INC shall have the right to deliver any of the Products to storage at customer's sole risk and expense, and all payments due CA MARINE SERVICES, INC including storage fees shall be due upon delivery.

3. Escalation. Unless otherwise agreed to in writing, CA MARINE SERVICES, INC reserves the right to increase all quoted prices to those in effect at the time of shipment, or in accordance with market conditions.

4. Inspection and Tests. The CA MARINE SERVICES, INC Products are carefully inspected, and, where practicable, submitted to CA MARINE SERVICES, INC's standard tests prior to shipping and/or installation. All tests and/or inspections requested by customer in the presence of the customer or its representatives shall be additional charges at CA MARINE SERVICES, INC's rates then in effect and payable by customer within thirty (30) days from the date of invoice. In the event of any delay on the



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customer's part in attending tests and/or inspections after the customer has received seven (7) days' notice that the CA MARINE SERVICES, INC is ready to perform the tests and/or inspections, the tests and/or inspections will proceed in the customer's absence and the customer hereby agrees to accept and pay for such tests and/or inspections as if they had been performed in the customer's presence.

TAXES

Any sales, use or excise taxes, license or similar fees, which may be imposed upon the sale or use of the Products, or any duty or other import/export charges applicable to the shipment of the Products, shall be in addition to the quoted prices and shall be paid by customer within thirty (30) days after invoice date.

TERMS OF PAYMENT; DEFAULT

1. Due Date. Unless otherwise set forth in the Purchase Order, CA MARINE SERVICES, INC's payment terms are as follows: an initial deposit of fifty (50%) percent of the cost for all Products is due upon acceptance and/or execution of a Purchase Order, and the balance is due upon delivery and/or installation of the Products. All amounts payable to CA MARINE SERVICES, INC shall be in United States dollars, and customer shall pay all such invoiced amounts in lawful money of the United States. Partial shipments shall be invoiced as made and payable by customer within ten (10) days from the date of invoice. All Products and/or other services provided by CA MARINE SERVICES, INC and not subject to a Purchase Order shall be billed to customer at CA MARINE SERVICES, INC's standard rates then in effect, and payable by customer within ten (10) days from date of invoice.

2. Late Payment. A service charge of one and one half (1 ½%) percent per month, not to exceed the maximum rate allowed by law, shall be made on any portion of customer's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure customer's breach or default for late payment. In addition, in the event that customer fails to make any payment to CA MARINE SERVICES, INC within this thirty (30) day period, including but not limited to any payment under any service contract, promissory note or other agreement with CA MARINE SERVICES, INC, then CA MARINE SERVICES, INC shall have no obligation to continue performance under any agreement with customer.

3. Payment of Lesser Amount. If customer pays, or CA MARINE SERVICES, INC otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment or receipt shall not constitute or be construed other than as on account of the earliest amount due CA MARINE SERVICES, INC. CA MARINE SERVICES, INC may accept any check or payment in any amount without prejudice to CA MARINE SERVICES, INC's right to recover the balance of the amount due to or pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall constitute or be construed as an accord or satisfaction. CA MARINE SERVICES, INC may suspend the performance of any of CA MARINE SERVICES, INC's obligations to customer until all amounts due and owing to CA MARINE SERVICES, INC have been paid in full.

4. Default. Each of the following shall constitute an event of default under this Agreement: (i) a failure by customer to make any payment due CA MARINE SERVICES, INC within ten (10) days of receipt of notice of non-payment from CA MARINE SERVICES, INC; (ii) a failure by customer to perform any other obligation under this Agreement within ten (10) days of receipt of notice from CA MARINE SERVICES, INC; (iii) a default by customer or any affiliate of customer under any other obligation to or agreement with CA MARINE SERVICES, INC, or any assignee of the foregoing (including, but not limited to, a promissory note, lease, rental agreement, license agreement or purchase contract); or (iv) the commencement of any insolvency, bankruptcy or similar proceedings by or against the customer (including any assignment by customer for the benefit of creditors). Upon the occurrence of any event of default, at CA MARINE SERVICES, INC's election: (a) the entire amount of any indebtedness and obligation due CA MARINE SERVICES, INC including interest thereon shall become immediately due and payable without notice, demand, or period of grace; (b) CA MARINE SERVICES, INC may suspend the performance of any of CA MARINE SERVICES, INC's obligations hereunder, including, but not limited to, obligations relating to delivery and warranty services; (c) customer shall put CA MARINE SERVICES, INC in possession of the Products upon demand; (d) CA MARINE SERVICES, INC may enter any premises where the Products are located and take possession of the Products without notice or demand and without legal proceedings; (e) at the request of CA MARINE SERVICES, INC, customer shall assemble the Products and make them available to CA MARINE



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SERVICES, INC at a place designated by CA MARINE SERVICES, INC which is reasonable and convenient to CA MARINE SERVICES, INC; (f) CA MARINE SERVICES, INC may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of customer due and owing to CA MARINE SERVICES, INC (customer agrees that a period of ten (10) days from the time notice is sent to customer shall be a reasonable period of notification of sale or other disposition of the Products by or for CA MARINE SERVICES, INC); (g) if this Agreement or any indebtedness or obligation of customer under this Agreement is referred to an attorney for collection or realization, customer shall pay to CA MARINE SERVICES, INC all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees, expenses of title search, all court costs and other legal expenses) incurred thereby; and (h) customer shall pay any deficiency remaining after collection of or realization by CA MARINE SERVICES, INC on the Products.

DELIVERY; RISK OF LOSS; PACKING

1. Delivery Date. All times or dates for delivery shall be calculated from the date of acceptance by CA MARINE SERVICES, INC of a Purchase Order including the payment of all deposits as required, or from the date of receipt by CA MARINE SERVICES, INC from the customer of all information, instructions and drawings as shall be necessary to enable the CA MARINE SERVICES, INC to carry out the delivery of the Products, whichever shall be later. Delivery and completion schedules are approximate only and are based on conditions at the time of acceptance of a Purchase Order by CA MARINE SERVICES, INC. CA MARINE SERVICES, INC shall make every reasonable effort to meet the delivery date(s) quoted or acknowledged, but shall not be liable for any failure to meet such date(s). All agreements between CA MARINE SERVICES, INC and its customers shall not be considered time is of the essence agreements for shipping and delivery purposes. Partial shipments may be made by CA MARINE SERVICES, INC.

2. Risk of Loss; Title Transfer. Unless otherwise agreed to in writing, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon all risk of loss, damage to or destruction of the Products shall pass to customer. Title to all Products shall only pass to customer upon full and complete payment of all amounts due and owing to CA MARINE SERVICES, INC. All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of the customer unless otherwise agreed to in writing by CA MARINE SERVICES, INC. In the event of any loss or damage to any of the Products during shipment, CA MARINE SERVICES, INC and customer shall cooperate in making a claim against the carrier.

3. Packing. Unless otherwise agreed to in writing, all Products shall be packed in accordance with CA MARINE SERVICES, INC's standard packing procedures.

SECURITY INTEREST; FILING

From the F.O.B. Shipping Point CA MARINE SERVICES, INC shall have a purchase money security interest in the Products (and all accessories and replacements thereto and all proceeds thereof) until payment in full by customer and satisfaction of all other obligations of customer hereunder. Customer hereby (i) authorizes CA MARINE SERVICES, INC to file (and customer shall promptly execute, if requested by CA MARINE SERVICES, INC) and (ii) irrevocably and coupled with an interest appoints CA MARINE SERVICES, INC its agent and attorney-in-fact to execute in the name of customer and file, with such authorities and at such locations as CA MARINE SERVICES, INC may deem appropriate, any Uniform Commercial Code financing statements with respect to the Products and/or this Agreement. Customer also agrees that an original or a photocopy of this Agreement (including any addenda, attachments and amendments hereto) may be filed by CA MARINE SERVICES, INC as a Uniform Commercial Code financing statement. Customer further represents and covenants that: (a) customer will keep the Products in good order and repair until all amounts due and owing R&D have been paid in full, (b) customer will promptly pay all taxes and assessments upon the Products or the use thereof, (c) customer will not attempt to transfer any interest in the Products until all amounts due and owing CA MARINE SERVICES, INC have been paid in full, and (d) customer is solvent and financially capable of paying the full quoted amounts for the Products.



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CHANGES, CANCELLATION, AND RETURN

1. Purchase Orders accepted by CA MARINE SERVICES, INC are not subject to change by customer except upon written agreement by CA MARINE SERVICES, INC.
2. Orders accepted by CA MARINE SERVICES, INC are noncancelable by customer except upon CA MARINE SERVICES, INC's written consent and payment by customer of CA MARINE SERVICES, INC's reasonable cancellation charges not to exceed thirty-five (35%) percent of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges. In no event can any Products supplied by CA MARINE SERVICES, INC be returned to CA MARINE SERVICES, INC after shipment has been made.
3. CA MARINE SERVICES, INC shall have the right to change the manufacture and/or design of its Products if, in the judgment of CA MARINE SERVICES, INC, such change does not alter the general function of the Products, or if required by industry standards.

FORCE MAJEURE

CA MARINE SERVICES, INC will make every effort to complete shipment, but shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of government or compliance with any governmental rules or regulations, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, CA MARINE SERVICES, INC may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned portion of any deposit or prepayment.

WARRANTY

1. CA MARINE SERVICES, INC warrants that the Products manufactured by CA MARINE SERVICES, INC and sold hereunder shall be free from defects in material or workmanship under normal use and service for a period of time which shall commence on the date that the Products have been installed or delivered, which date shall be confirmed in writing by CA MARINE SERVICES, INC, and shall continue for three (3) months. CA MARINE SERVICES, INC makes no warranty for any Products made by persons other than CA MARINE SERVICES, INC or its affiliates, and customer's sole warranty therefor, if any, is the original manufacturer's warranty, which CA MARINE SERVICES, INC agrees to transfer to customer, as applicable.
2. No warranty extended by CA MARINE SERVICES, INC shall apply to any Products which have been damaged by accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 8 hereof or by the customer's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the customer or any third party or due to the attachment and/or use of non-CA MARINE SERVICES, INC supplied equipment without CA MARINE SERVICES, INC's prior written approval; which failed due to causes from within non-CA MARINE SERVICES, INC supplied equipment, and/or which have been damaged from the use of operating supplies or consumable parts not approved by CA MARINE SERVICES, INC. In addition, no warranty extended by CA MARINE SERVICES, INC shall apply to any failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, or damage from cleaning with inappropriate solutions. CA MARINE SERVICES, INC's obligation under this warranty is limited to the repair or replacement, at CA MARINE SERVICES, INC's option, of defective parts. CA MARINE SERVICES, INC may effectuate such repair at customer's facility, and customer shall furnish CA MARINE SERVICES, INC safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Customer shall, upon CA MARINE SERVICES, INC's request, return the noncomplying Product or part to CA MARINE SERVICES, INC with all transportation charges prepaid, but shall not return any Product or part to CA MARINE SERVICES, INC without CA MARINE SERVICES, INC's prior written authorization. Customer shall pay CA MARINE SERVICES, INC its normal charges for service and parts for any inspection, repair or replacement that is not, in CA MARINE SERVICES, INC's sole judgment, required by noncompliance with the warranty set forth in this Agreement. CA MARINE SERVICES, INC's warranty does not apply to consumable materials, except as specifically stated in



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writing, nor to products or parts thereof supplied by customer.

3. This warranty is made on condition that immediate written notice of any noncompliance be given to CA MARINE SERVICES, INC and CA MARINE SERVICES, INC's inspection reveals that the customer's claim is valid under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).

4. Warranty service will be provided without charge during CA MARINE SERVICES, INC's regular working hours (8:00 - 5:00), Monday through Friday, except CA MARINE SERVICES, INC's recognized holidays. If customer requires that service be performed other than during these times, such service can be made available at an additional charge, at CA MARINE SERVICES, INC's then current rates.

CA MARINE SERVICES, INC MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN OR THAT MAY BE

PROVIDED IN A SEPARATE WARRANTY COVERING THE APPLICABLE PRODUCT CATEGORY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE PRODUCTS AND ANY DEFECT, DEFICIENCY OR NONCONFORMITY IN ANY PRODUCT, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.

LIMITATION OF LIABILITY

1. In no event shall CA MARINE SERVICES, INC's liability under this Agreement exceed the amounts paid to CA MARINE SERVICES, INC by customer for any Products or other services.

2. CA MARINE SERVICES, INC SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, LOSS OF STORED, TRANSMITTED OR RECORDED DATA, OR FOR ANY INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS AN ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE PLACEMENT OF ANY ORDER FOR SERVICES OR PRODUCTS, OR UPON DELIVERY OF SAME.

PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS

1. Infringement by CA MARINE SERVICES, INC. CA MARINE SERVICES, INC warrants that the Products manufactured by CA MARINE SERVICES, INC and sold hereunder do not infringe any U.S. patent or copyright. If customer receives a claim that any such Product, or parts thereof, infringe upon the rights of others under any U S patent or copyright, customer shall notify CA MARINE SERVICES, INC immediately in writing. As to all infringement claims relating to Products or parts manufactured by CA MARINE SERVICES, INC or one of its affiliates:

(a) Customer shall give CA MARINE SERVICES, INC information, assistance and exclusive authority to evaluate, defend and settle such claims.

(b) CA MARINE SERVICES, INC shall then, at its own expense, defend or settle such claims, procure for the customer the right so use the Products, or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to CA MARINE SERVICES, INC, then customer shall return the Products to CA MARINE SERVICES, INC and CA MARINE SERVICES, INC shall refund to customer the amounts paid by the customer less shipping and packing charges, and reasonable depreciation for customer's use of the Products.

11.2 Infringement by Customer. If some or all of the Products sold hereunder are made by CA MARINE SERVICES, INC pursuant to drawings or specifications furnished by the customer, or if customer modifies or combines, operates or uses the Products other than as specified by CA MARINE SERVICES, INC or with any product, data, software, apparatus or program not provided or approved by CA MARINE SERVICES, INC, then the indemnity obligation of CA MARINE SERVICES, INC under Section 11.1 shall be null and void and should a claim be made that such Products infringe the rights of any third party under patent, trademark or otherwise, then customer shall indemnify and hold CA MARINE SERVICES, INC harmless against any liability or expense, including reasonable attorneys' fees, incurred by CA MARINE SERVICES, INC in connection therewith.



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DESIGNS AND TRADE SECRETS

Any drawings, data, designs, software programs or other technical information supplied by CA MARINE SERVICES, INC to customer in connection with the sale of the Products are not included in the sale of the Products to customer, may be subject to a separate licensing fee, shall be deemed a trade secret of CA MARINE SERVICES, INC and remain CA MARINE SERVICES, INC's property, and shall at all times be held in confidence by customer. Such information shall not be reproduced or disclosed to others without CA MARINE SERVICES, INC's prior written consent.

THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall confer any rights or remedies upon any third-party beneficiary.

ASSIGNMENT; SUCCESSORS

Customer may assign any of its rights or obligations under this Agreement without the advanced written consent of CA MARINE SERVICES, INC and any attempt to do so shall be void. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

DAMAGES COSTS AND FEES

In the event that any dispute or legal action is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall NOT be entitled to recover from the other party any punitive, special, or consequential damages. The prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

MODIFICATION

This Agreement may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. The venue and jurisdiction for all legal actions shall and must be Broward County, Florida.

INTEGRATION

Except as set forth in any Purchase Order accepted by CA MARINE SERVICES, INC, the terms and conditions of this Agreement, including any attachments or other documents incorporated by reference herein, constitute the entire agreement and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products.

SEVERABILITY; HEADING

No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other portion or provision of this Agreement. Section headings are for convenience only and will have no substantive effect.

WAIVER

No failure and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.



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NOTICES

1. In no event shall CA MARINE SERVICES, INC's liability under this Agreement exceed the amounts paid to CA MARINE SERVICES, INC by customer for any Products or other services.

2. CA MARINE SERVICES, INC SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, LOSS OF STORED, TRANSMITTED OR RECORDED DATA, OR FOR ANY INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS AN ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE PLACEMENT OF ANY ORDER FOR SERVICES OR PRODUCTS, OR UPON DELIVERY OF SAME.

RIGHTS CUMLATIVE

The rights and remedies afforded to CA MARINE SERVICES, INC under this Agreement are in addition to, and do not in anyway limit, any other rights or remedies afforded to CA MARINE SERVICES, INC by any other agreement, by law or otherwise.

END USER CERTIFICATION

Products for its own end use and not for reselling, leasing or transferring to a third party (except for lease-back financing).

A handwritten signature in blue ink, appearing to read 'MAURO AVENDANO', is written over a light blue horizontal line.

Mauro Avendano
Director
July 2018