

Terms and Conditions for Suppliers

1. Introduction

SeaCircle Hellas P.C. (from here on referred as "SeaCircle") is a company based in Greece, registered at Kifisias Ave. 62, 15125 Marousi with TRN 801057194 that offers brokerage, consultation/mediation services for ship repairs, ship maintenance and trading of ship/industry equipment around the world.

For performing its services, SeaCircle is the sole owner and administrator of an online platform (from here on referred as "The Platform") that facilitates the connection between users of marine services and/or products (from here on referred as "The Client") and those that provide these services and/or products (from here on referred as "The Supplier").

Use of The Platform is based on creating an account, subject of approval by SeaCircle, and accepting these Terms and Conditions and SeaCircle Privacy Policy

These Terms and Conditions (from here on referred as "The Terms"), govern your access to and use of SeaCircle Platform and by accepting them you enter in a legally binding agreement with SeaCircle.

If registering or using The Platform on behalf of a company or other organization, you express that you have sufficient authorization to commit yourself and the company/organization you represent to the use of The Platform and These Terms, while your company/organization will be held responsible for the use, as well as all actions and decisions made within The Platform, such as creating requests for quotation, submitting quotations, placing purchase order/ order confirmations, initiating or terminating an account.

The Platform is property of "SeaCircle" and by using it you agree to "The Terms"; If you do not agree to these Terms, DO NOT use "The Platform".

2. Updates of "The Terms"

"SeaCircle" reserves the right to change, modify, add or remove portions of these Terms at any time and without prior notice.

It is your responsibility to check "The Terms" periodically for changes and/or updates. By continuing using "The Platform" following the posting of changes means that you agree and accept of the changes.

3. Accepting "The Terms"

The following Terms and Conditions, together with any documents and/or additional terms, they expressly incorporate by reference constitute a legal agreement (from here on "The Agreement") and are entered into by and between you and SeaCircle.

This Agreement contains very important information regarding your rights and obligations as well as conditions that apply to your access and use of The Platform.

Please read these Terms and Agreement carefully.

4. Protection of personal data

The Platform's Privacy Policy governs the use of information collected or provided by you on the Platform. To read the Privacy Policy click on the relevant link in the "Platform".

5. Registering/Creating an account

Only adults who have completed the 18th year of age are allowed to register in The Platform. By accepting these Terms, you declare that you meet this age criterion and that you're recognised as an adult in your country of origin.

During the registration process you will be requested to provide certain information regarding yourself and the company/organization you represent. By accepting these Terms, you declare and guarantee that this information is accurate, correct, truthful and in case any of that information changes you will immediately update it in The Platform.

In any case, SeaCircle retains the right to deny any registration in the platform.

Once you have created a new account, you remain responsible for all authorized or unauthorized use of the Platform under your username and password and you remain solely responsible for maintaining your username and password confidential.

In case you notice any unauthorized use of the Platform you must inform SeaCircle at once and without any delay.

6. Your rights and obligations to the Platform

Once having created an account, SeaCircle will authorize you a personal, limited, non-exclusive, non-transferable and revocable right to use the Platform and its contents that will be the result and connected to your company/business activities and/or personal use only. Personal and limited, includes that your right of use cannot be transferred, resold or passed to any other person or entity and can be used only for your or your company/organization benefit. By accepting these Terms, you accept the above limitations and the fact that SeaCircle can revoke at any point your right of use if deemed appropriate.

By using the Platform, you will have access to data, information and material contained in it that is meant only for your use but remain sole property of SeaCircle.

You are not allowed to download any material or data, take screenshots, copy, scan or extract material from the platform by any means possible or by web scraping software, report mining or any other tool of similar function. Furthermore, you are not allowed to disclose, publish, transfer, sell, store, reverse engineer or transmit any of the material/information/data/trademarks contained in the Platform to any third party and especially to any third parties that engage in competing activities to SeaCircle.

You are not allowed by any means to remove any content/material/data from the Platform.

Your licence to use the Platform does not provide any ownership rights over the Platform or any material/content contained in it. As the licence to use is provided only to yourself, you acknowledge that you will take every possible measure to prevent unauthorized individuals from using the Platform or get access to any of the material/data/content contained in it.

By using the Platform, you will submit business information all the rights of which you guarantee that you have the power/rights/authority of submitting in the Platform and that they are truthful and accurate.

SeaCircle cannot and will not be held responsible for any results and/or damages/results/consequences that are the result from business information submitted in the Platform that are not accurate or truthful.

You may not submit any information that is unlawful, abusive, insulting, defamatory, that are exposing inside/proprietary/confidential business information of SeaCircle and/or any third parties, that contain software viruses, malware, any computer code, any file/program that aims in disrupting/destroying/altering or influencing in any way any computer software/hardware or any program or equipment.

You may not submit in the Platform any information that aim in advertising and/or promotion of products, services of/or any company.

You may not use the Platform or any of its contents in any way for illegal purposes or actions that violate any law.

You understand and accept that all information submitted in the Platform will be disclosed, processed and accessed by SeaCircle.

You understand and accept that the Platform remains sole intellectual property of "SeaCircle" together with all its underlying technology, software, code and all aspects included for the use of the "Platform" (from here on referred to as "Intellectual Property"). SeaCircle retains all rights over the intellectual property of the Platform including all copyrights, rights to software, rights to code, rights to computer programs, databases, patents, trademarks, logos, designs etc.

You accept that you will not copy, use, reproduce, distribute, disclose, reverse engineer, publish or disseminate in any way any part or the whole of that Intellectual Property and you understand that SeaCircle does NOT grant you any right over that Intellectual Property or any of its content, design, code, software or program that includes.

You accept that you have NO right to publish the Platform or any link to the Platform, at your website or your social media without the written approval of SeaCircle.

7. Fees, payments and related rights and obligations

For Service/Product "Suppliers" there is no monthly/year fee policy for using the platform.

For all works confirmed via SeaCircle, service/product supplier will issue their final invoice directly to the "Client" or any service/product user/requestor (for example but not limited to, ship owners, ship managers, charterers etc.) and will anticipate its settlement as per the payment terms stated in supplier's quotation.

Upon safe receipt of the funds, the service/product supplier is obliged to inform SeaCircle within 5 working days from the date of receiving the funds. SeaCircle will then release to the service/product supplier a commission invoice for covering mediation/brokerage services, equal to fees as stated below this paragraph. Service/product supplier will have to settle SeaCircle's commission invoice within 5 working days from the date of receiving the commission invoice.

SeaCircle commission fees for brokerage/mediation services are:

For Divers, ROV operators and in general companies performing Underwater services for ships: SeaCircle commission fee is 10% on the total amount of diver's, ROV operator's etc. final invoice to the service user/client.

For Afloat Repair stations, workshops, shipyards and in general all companies performing repairs while vessel is afloat, at berth, during voyage or in general when vessel is not in scheduled special survey (SS) repairs: SeaCircle commission fee is 10% on the total amount of the service provider final invoice to the service user/client.

For Shipyards performing scheduled special survey repairs or any other unscheduled repairs that require vessel to go to a dry dock or in general dry land via other means (synchro lifts etc.): SeaCircle commission fee is 3% on the total amount of shipyard's final invoice to the service user/client.

SeaCircle ensures that will observe the payment process by the "Client" and in case of late payment, SeaCircle will take all reasonable steps in order to assist the "Supplier" in collecting the debt.

SeaCircle will not raise any commission invoice to any "Supplier" unless the later will have confirmed safe receipt of "Client" payment.

By accepting these Terms, you accept that SeaCircle bears no responsibility for the payment schedule of the "Client" and/or any service/product requestor, and in case the "Client" will delay or fail to complete the settlement of "Supplier" final invoice for whatsoever reason, "Supplier" will consider as sole responsible the actual "Client" and/or any service/product requestor who ordered the service/product. In case any legal dispute will arise between the "Supplier" and/or any service/product provider and the "Client" and/or any service/product requestor, no any related costs will be borne by SeaCircle and SeaCircle cannot and will not be held responsible for any such costs.

In case of disagreement between the "Client" and the "Supplier" (and/or any service provider) on Supplier's (and/or service provider) final invoice's amount, the client has to inform SeaCircle within 5 working days from the date of having received the final invoice. SeaCircle will take all reasonable steps in order to mediate between the client and the service provider so that an amicable solution can be reached but if that will not be possible, under no circumstances SeaCircle can be held liable/responsible, while the client will have to settle the service provider's final invoice. In case any legal dispute will arise between the "Supplier" and/or any service/product provider and the "Client" and/or any service/product requestor, no any related costs will be borne by SeaCircle and SeaCircle cannot and will not be held responsible for any such costs.

By accepting these Terms, you accept that SeaCircle bears no responsibility for the quality or delivery of works/products of the "Supplier" and/or any service/product provider and in case the "Client" or service/product requestor is not satisfied with the outcome or time flow of works (including any delays in delivery of works for whatsoever reason), will consider as sole responsible

the actual "Supplier" and/or provider who performed the requested service/works or provided the product. In case any legal dispute will arise between the "Supplier" and/or any service/product provider and the "Client" and/or any service/product requestor, no any related costs will be borne by SeaCircle and SeaCircle cannot and will not be held responsible for any such costs.

By accepting these Terms, the supplier accepts that attendance of technicians/divers etc. is subject to local regulations by port, local, national or international authorities. All arrangements with local or any other authorities, remains responsibility of the service/product supplier and/or client's local agent. SeaCircle cannot and will not be held responsible for any loses or disturbance in service/product supplier attendance or flow of works that were the result of coordination with local/national/international authorities and/or client's local agent.

By accepting these Terms, the supplier understands that SeaCircle engages in mediation/brokerage services and by that the "Supplier" will not try to engage in direct communication with the "Client" at any point from receiving a request for quotation and after the completion of the works. If that happens, SeaCircle retains the right to revoke the access of the supplier to The Platform and in general to SeaCircle services. If such action will result in financial and/or commercial loses for SeaCircle, SeaCircle retains the right to claim compensations from the Supplier and legal/lawyer fees will be borne by the Supplier.

SeaCircle retains the right to exercise all rights and proceed to all legal and legitimate actions for debt recovery in case of late payments. If such situation occurs, all costs, lawyer fees will be borne by the party that delayed the payment.

By accepting these Terms, the supplier understands and accepts that sufficient proof of attendance must be acquired by the vessel in a form of a Daily Operations Report (DOR) document. This document must detail all works completed, the daily flow of works (stating clearly the date of attendance and the exact time of starting/completing each work) and by which technician(s) these works were completed. Furthermore, that document must be signed by ship's captain as well as being stamped by vessel's stamp. In addition to the Daily Operations Report, the supplier must provide a Works Report including more details on each completed task and all available photographic/video proving the successful or not completion of works.

By accepting these Terms, the Supplier understands and accepts that when registering in the platform, will be required to go through a quality assessment questionnaire, assessing the Supplier's ability to comply to safety standards, international regulations, maintain quality equipment and maintain international standards of quality works. Depending on the provided information in that initial quality assessment questionnaire, SeaCircle will appoint a rating to the Supplier in form of 5 stars. 5 stars is the best/maximum possible while 0 stars is the minimum (stars will be appointed in their totality and rounded up maximum to .5 decimal, i.e. there can **NOT** be appointment between X.0-X.5 stars or X.5-Y.0 stars). This star rating will be visible within the Platform in the Supplier's profile at all times and will be visible to clients when receiving the Supplier's quotations.

The Supplier retains the right to request from SeaCircle a list of reasons ONLY for their initial star rating, including how that can be improved. SeaCircle will inform the supplier accordingly and will provide the Supplier with a list of actions that can be done in order to improve their star rating.

The Supplier retains the right to request from SeaCircle their company not to be visible to clients until the supplier's star rating is improved.

By accepting these Terms, the Supplier understands and accepts that after completing each work, the client will be able to affect their star rating depending on the client's level of satisfaction. The supplier's star rating will be calculated as the average of the total of clients' ratings and the initial rating as was appointed by SeaCircle. If for example the supplier will be appointed 5 stars by SeaCircle and then will receive 1 star by one client, the star rating will drop automatically to 3 stars. Any calculations resulting in decimal numbers between stars will be rounded to the lower star rating and up to .5 decimal. If for example a supplier will collect two ratings of 5 stars and one of 1 star, the average will round to 3.5 stars and not to 3.66 stars.

By accepting these Terms, the Supplier declares that has clearly understood this rating system and accepts that their appointed star rating is fair and will be accepted as undisputed as it will be shown in the Platform. Furthermore, the Supplier understands and accepts that their star rating will be shown to clients, during any bidding process and especially when the Supplier's quotation will be submitted to the client for their review and approval.

By accepting these Terms, the Supplier ensures that all information provided in the quality assessment questionnaire are truthful, correct and accurate.

All payments to SeaCircle must be made without any deduction and to the exact amount stipulated in the corresponding invoice. If SeaCircle has not received a payment within the corresponding invoice's credit term period, retains the right and with no liability to the user, to disable the user's password, account and access to all SeaCircle services.

8. Handling of information

By accepting these "Terms" you understand that in the process of using "The Platform" you will provide and receive business information from/to third parties, such as and not limited to vessels' name, size, position, destination, status, marine service providers price list, quotations, technical equipment specifications, company certificates, technicians' authorizations/certificates etc.

Whether you are the provider of information (from here on referred as "The Discloser") or the recipient (from here on referred as "The Recipient") you accept that you will treat these information as confidential and you will not disclose these information to any third party, unless obliged by any applicable law following the order of a competent court or governmental authority, and that you will disclose only the part of the information legally required and not any further.

Furthermore, you understand and accept that submitting information to "The Platform" provides "SeaCircle" sufficient rights to use, process, analyse and disclose this information to third parties in order to provide the related services/products.

For the purposes of this paragraph and "The Agreement", any information that is public knowledge outside the use of "The Platform" and/or can be acquired by any third party without breach of this clause can not and shall not be considered as sensitive and/or confidential.

"SeaCircle" retains the right to disclose any information if required by any applicable law of any country, especially if required by any court of law or judicial/public authority. Additionally, retains the right to disclose any information to any third party deemed appropriate so that "SeaCircle" can provide its services/products within or outside "The Platform".

By accepting these "Terms" you declare that you will not provide any confidential and/or sensitive information of any other person or any third party, and that all information submitted to the "Platform" are truthful, accurate and under your authorization to provide.

9. Limits of responsibility

By accepting these "Terms" you agree that "SeaCircle" will not accept any responsibility or provide any guarantees for any material contained in or displayed on the "Platform" and clearly disclaims any responsibility for any loss resulting from the use or inability to use of the "Platform".

Additionally, you accept and understand that the "Platform" operates in an online environment relying on online services, servers, software/hardware, programs (including those of third parties) etc., that "SeaCircle" can NOT guarantee that will always be free of viruses, malwares or any other harmful components. As such, you understand and accept that "SeaCircle" can not and will not be held liable/responsible for any infection by virus, malware or any harmful material that might infect your computer and/or systems by using the "Platform" and will not accept any costs or loss related as such, including repairing or replacing any equipment or data.

By using the "Platform" and all "SeaCircle" services you understand that you might receive files or links in order to transfer information such as quotations, technicians' reports, photographic material, ships' designs and/or drawings, access to websites etc. Content of these files/links remain the sole responsibility of their creator/sender and "SeaCircle" can not be held responsible for any losses or damage resulting by clicking on any link or opening any file.

By accepting these "Terms" you accept that "SeaCircle" can NOT and will NOT be held liable /responsible in case any damage/loss is suffered due to inaccurate or errored information displayed in the "Platform", in case of unavailability or technical failure of the "Platform" due to any reason and (but not limited to) any disruption in the "Platform" performance due to any reason.

"SeaCircle" can NOT and will NOT be held liable/responsible for any claims to any third party by any third party for ANY reason, including (but not limited to) claims cause of poor outcome of works, delays in vessels schedule, delays in payments etc.

In case "SeaCircle" will be required to participate in any action or proceeding resulting from the use of the "Platform" or any "SeaCircle" services or any other reason whatsoever, you accept to indemnify "SeaCircle" for any damages, losses, costs, expenses including any legal fees. You accept that this obligation will survive any termination of the "Agreement".

10. Terminating your account

You can terminate your account at any point by contacting SeaCircle at sales@seacircle.eu

When terminating your account, you understand and accept that you are still liable to all obligations having raised by your use of the Platform, including but not limited to all payments to SeaCircle or to any Third Party, while you accept that this term will survive any termination of the Agreement or your account.

SeaCircle, retains the right to terminate your account at any point and without prior notice in case you violate any part of this Agreement, in case your company ceases its operations, is in the

process of declaring bankruptcy, is declared bankrupt, if you fail to fulfil diligently all your obligations arising from the use of the Platform (including but not limited to all payments) or in case is required by any law or any competent legal authority.

11. Communication between the parties

For all matters relating to the use of the Platform, SeaCircle will communicate with your appointed representative as stated by you when creating your account.

For all matters relating to individual requests for quotations, submitted offers or ongoing projects SeaCircle will communicate with your appointed representative as stated during the registering a new case in the Platform.

For all urgent matters and in case your specific case/project appointed representative can't be reached, SeaCircle will contact with your representative that was registered as 24/7 contact point for urgent matters by you when creating your account.

You can communicate with SeaCircle for all matters at sales@seacircle.eu

All parties of this Agreement remain independent from each other and by using the Platform there is no constituting of any legal association between the parties such as (but not limited to) joint ventures, agencies, partnerships or any other.

12. Term of non transferability and entity of the Agreement

This Agreement in its written form constitutes its total, no other verbal or written content can be considered as part of it and it supersedes any prior agreement or terms on the use of SeaCircle services or the Platform.

By accepting these Terms, you understand and accept that you can NOT transfer any rights or obligations arising from this Agreement to any Third Party without SeaCircle approval and consent.

13. Force Majeure

All parties will be excused if are unable to perform their obligations raised by this Agreement in case they are directly influenced by acts of God, acts of terrorism, natural disasters, acts that disrupt internet/telecommunication networks function, wars, acts of governments or any other catastrophic event.

14. Rules of waiver

Any act of waiver must be clear, intentional, unequivocal and in written otherwise will not be considered valid.

The failure of SeaCircle to enforce or exercise any right or remedy provided in this Agreement or at law or in equity upon any default or breach shall not be construed as waiving the rights to enforce or exercise such or any other right or remedy at any later date.

15. Governing law

This Agreement shall be governed by Greek law and all disputes arising under or relating to this Agreement shall be brought and resolved solely and exclusively by the courts of Athens.