

- (1) Both Parties shall act as a Principal and not as Agents.
- (2) All equipment & parts quoted and to be delivered are depending on customers request.
Grade (1) Genuine
Grade (2) Engine Licensee (OEM)
Grade (3) Maker's Subcontractor
Grade (4) Quality replacement spares
- (3) All Purchase Orders received by the Seller from Buyer will be acknowledged.
Orders shall be acknowledged by e-mail or fax. Orders acknowledged cannot be canceled unless by mutual consent.
- (4) The basic currency is Japanese Yen. However, if both parties Buyer and Seller agreed for using US Dollar or EURO at the stage of Quotation, one of the currencies can be used.
- (5) Cancellation of order is possible within 24 hours after the acknowledgment. Cancellation of order will not be accepted by the Buyer after 24 hours. For products before shipment from factory or warehouse of Maker, cancellation fee will be informed after confirmation from Maker. For products after shipment, Seller cannot accept cancellation.
- (6) Japanese Makers are mostly not giving any warranty, but Seller can ask warranty for the case of supplying from foreign Makers.
- (7) Seller shall ship the Products to the place designated by Buyer, and show price at Ex-Works basis in Shipping Invoice. Or price instructed by Buyer for the purpose of import Customs clearance, such as Buyer's Proforma Invoice to be used at destination. The date of the bill of lading or delivery certificate shall be deemed as conclusive evidence of the date of shipping. Partial shipment shall be allowed for the case of getting permission partial shipment from Buyer before shipping arrangement. Seller shall assist Buyer in arranging airfreight, ocean freight and delivery to consolidator and cargo insurance. Seller will arrange Insurance if Buyer request before shipment
- (8) If the Products Seller supplied is not suitable or not correct, Buyer shall inform claim to Seller immediately with details together with photograph through E-mail or facsimile.
Or if Seller supplied wrong parts due to Buyer's wrong Purchase Order with wrong specification of goods, Seller cannot give Buyer 100% guarantee that Seller can exchange goods or cancellation the Purchase Order by returning goods to the Maker. But Seller will do the best to support Buyer by negotiating with Maker to exchange or cancel Purchase Order. However, the final decision shall be made by Maker.

Maker's final decision will be made under the following process:
(A) Buyer discovered wrong or defective Products.
(B) Buyer inform claim to Seller.
(C) Seller transfer information of claim to Maker.
(D) Maker investigate and confirm.
(E) Seller shall inform Maker's decision to Buyer.
(F) Seller shall request Buyer to return the wrong Products to Buyer if Maker request.
(G) Seller shall send replacement to Buyer or settle by refundment.
- (9) For Delivery Time in accordance to sales acknowledgment., Saturday, Sunday & National Holidays shall not be counted as days.
- (10) Risk shall pass from Seller to Buyer at the time such Products are properly loaded on the carrier or delivered to consolidator under the condition and international trade terms of INCOTERMS 2010.
- (11) Buyer and Seller shall agree with using one of payment methods, and Seller shall issue Order Acknowledgment showing payment method, terms and condition.
Buyer shall pay to Seller the amount showing in Seller's Invoice at the instructed currency, at a time of placing Purchase Order by means of telegraphic transfer remittance to the bank account designated by Seller in the Invoice issued by the Seller to Buyer.
- (12) 1.5% Interest per month will be charged on overdue invoices.
- (13) Please use the quotation ref. no. (QTN REF.) as reference for any request.
- (14) All offers, order acknowledgements, packing list, spare parts etc... are free of asbestos.



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