

PAC Ocean Solutions Terms & Conditions

Last Updated: October 2025

1. Definitions and Interpretation

In these Terms and Conditions (“Conditions”), the following expressions have the meanings set out below:

- Company means PAC Ocean Solutions, including its subsidiaries, affiliates, agents, and authorised representatives.
- Client means any person, company, or entity that requests or receives Services from the Company.
- Services means any marine-related services, including but not limited to Marine logistics, technical support, inspection, engineering, repair, consultancy, Marine supplies or other professional or operational services provided by the Company.
- Quotation means a written or electronic document issued by the Company specifying the scope of Services, estimated costs, and applicable terms.
- Agreement means the legally binding contract formed upon the Client’s acceptance of the Company’s Quotation, incorporating these Conditions.
- Business Day means any day other than a Saturday, Sunday, or public holiday in the United Kingdom.
- Force Majeure Event means any event beyond the reasonable control of either party, including but not limited to acts of God, fire, flood, epidemic, war, riot, strike, lockout, or government action.

2. Scope of Agreement

These Conditions apply to all Services performed by the Company unless otherwise agreed in writing. The Client’s acceptance of a Quotation or request for Services shall constitute agreement to these Conditions. Any terms or conditions proposed by the Client that are inconsistent with these Conditions shall be invalid unless expressly accepted in writing by the Company.

3. Quotations and Validity

Quotations issued by the Company are based on information provided by the Client and are valid for thirty (30) days from the date of issue unless otherwise stated. All rates, fees, and charges are estimates and may be adjusted where actual conditions differ from those stated in the Quotation. The Company reserves the right to revise or withdraw any Quotation before acceptance.

4. Performance of Services

The Company shall perform the Services with reasonable care, skill, and diligence in accordance with generally accepted marine industry practices. Any performance dates specified are approximate and not binding unless expressly agreed in writing. The Company may subcontract or assign all or part of the Services to qualified third parties, provided that the Company remains responsible for the overall performance of the Agreement. The Company may, at its discretion, substitute materials or methods if deemed necessary for safety, quality, or compliance with applicable law.

5. Client Responsibilities

The Client shall provide complete and accurate information necessary for the performance of the Services, ensure that the vessel, site, or equipment is made available, safe, and properly prepared for inspection or work, obtain all required permits, and provide adequate cooperation. The Client shall be responsible for all delays, additional costs, or damages resulting from any failure to comply with these obligations.

6. Charges and Payment

Charges for Services shall be those set out in the Quotation or otherwise agreed in writing. Payment is due within the agreed credit terms. In the event of late payment, the Company may suspend Services, and recover costs incurred in securing payment. The Client shall not withhold or set off payments unless expressly authorised.

7. Confidentiality and Intellectual Property

Both parties agree to keep all information confidential and not to use or disclose such information except as required to perform the Services or by law. All deliverables created by the Company remain its property until full payment has been received. Intellectual property rights arising from the Services shall belong to the Company unless otherwise agreed in writing.

8. Health, Safety, and Environmental Compliance

The Client shall ensure that the working environment complies with applicable health, safety, and environmental regulations. The Company shall not be liable for incidents or delays resulting from unsafe or non-compliant conditions. The Client shall indemnify the Company for claims arising from unsafe site conditions or non-compliance with laws.

9. Warranties and Liability

The Company warrants that Services will be carried out with reasonable care and skill. The Company shall not be liable for indirect or consequential losses or losses caused by inaccurate information supplied by the Client or events beyond its control. The Client acknowledges that marine services inherently involve operational risk, and the Company's liability is limited to proven direct loss resulting from negligence or breach of contract.

10. Indemnity

The Client shall indemnify and hold harmless the Company, its employees, and agents against all claims, liabilities, damages, and costs (including legal expenses) arising from the Client's acts, omissions, or breach of these Conditions.

11. Insurance

Both parties shall maintain adequate insurance coverage appropriate to their operations, including marine liability, professional indemnity, and employer's liability insurance.

12. Force Majeure

Neither party shall be liable for delay or failure to perform obligations due to a Force Majeure Event. If the delay continues for more than thirty (30) days, either party may terminate the Agreement by written notice without liability.

13. Termination

Either party may terminate the Agreement by as per the terms agreed upon. The Company may terminate immediately if the Client fails to make payment when due or breaches these Conditions. Upon termination, the Client shall pay all outstanding invoices and costs incurred up to the termination date.

14. Data Protection and Privacy

The Company shall process personal data in accordance with applicable data protection laws. The Client acknowledges and agrees that relevant data may be stored, transferred, or processed in connection with the Services provided.

15. Compliance and Ethics

Both parties shall comply with applicable laws, including anti-bribery, corruption, and trade sanctions regulations. Any breach of this clause shall entitle the Company to terminate the Agreement with immediate effect.

16. Governing Law and Arbitration

This Agreement shall be governed by and construed in accordance with English law. Any dispute arising out of or in connection with this Agreement shall be referred to arbitration in London under the London Maritime Arbitrators Association (LMAA) Terms current at the time proceedings commence. The reference shall be to three arbitrators, one appointed by each party and the third appointed by the two arbitrators so chosen. The award shall be final and binding on both parties.

17. General Provisions

No variation of these Conditions shall be effective unless agreed in writing and signed by both parties. No failure or delay by either party to exercise any right shall constitute a waiver of that right. If any provision is found invalid, the remaining

provisions remain in force. These Conditions constitute the entire understanding between the parties and supersede all prior agreements or representations.

END OF TERMS & CONDITIONS

All services are rendered subject to these Terms and Conditions. By accepting a quotation or requesting services, the client acknowledges having read, understood, and agreed to these terms and conditions in full.
