

Form 5 Terms and Conditions

BLUE WATER SUPPLIES LIMITED

TERMS AND CONDITIONS OF BUSINESS

1. PRELIMINARY PROVISIONS AND DEFINITIONS

- 1.1 These Terms of Business form an integral part of all quotations and contracts provided by the Company.
- 1.2 These Terms of Business apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

In these terms of business:

- 1.3 'Applicable Laws on Consumer Rights' means all applicable laws, rules, regulations, instruments and provisions in force from time to time relating to consumer protection.
- 1.4 'Company' means the party or parties undertaking the Work, as well as any authorised member, agent, employee or representative of the Company.
- 1.5 'Consumer' means a Customer who is considered a "consumer" under the Applicable Laws on Consumer Rights.
- 1.6 'Customer' means the party or parties with whom the Company agrees to perform the Work and shall include the legal owner of any relevant Vessel, any parent or associated company and/or firm, as well as any authorised member, agent, employee or representative of the Customer. Where the Vessel is under demise charter and the agreement is with the demise charterer, the Customer shall also include the demise charterer. In the event that the Company enters into an agreement with more than one party, the obligations of such other parties shall be joint and several, unless otherwise agreed in writing.
- 1.7 'Order' means the Customer's order for the Work, as set out in the Customer's order form, or the Customer's written acceptance of the Company's quotation.
- 1.8 'Parties' means the Company and the Customer; each a Party and collectively the Parties.
- 1.9 'Vessel' means any vessel or a floating craft of any nature (or part thereof), or any other comparable object such as a yacht, a lighter, a barge, a pontoon, a tug, a drilling-platform, a rig as well as any other object for which the Company is requested to undertake Work.
- 1.10 'Work' means the goods and services supplied to the Customer and/or work undertaken by the Company pursuant to these Terms of Business.

2. LIABILITY

- 2.1 The Company shall not be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage, caused by or arising from events or circumstances beyond its reasonable control (which includes, without limitation, acts of God, wars (whether declared or not), riots, civil commotions, malicious damage, embargoes, compliance with any law or governmental order, rule, regulation or direction, breakdown of plant or machinery, fire, flood, accidents, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other Party), failure of a utility service or transport network, unusually severe weather conditions, default of suppliers or subcontractors or the actions of third parties not employed by the Parties).
- 2.2 The Company shall take reasonable steps to maintain security at its premises, and to maintain its facilities and equipment in reasonably good order and condition.
- 2.3 Subject to Clause 2.8, the Company shall under no circumstances whatsoever, be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms of Business.

3. PRICES AND ESTIMATES

- 3.1 The price for the Work shall be the price set out in the Order, or if no price is quoted for the Work, the price will be determined in accordance with the Company's usual tariff at the time when the Work was performed, as duly invoiced to the Customer (the "Price").
- 3.2 All published prices exclude VAT, GST, sales tax, carriage, freight, postage or insurance costs.
- 3.3 Blue Water Supplies is based in Jersey, Channel Islands and is not VAT registered but we are registered under the UK government's pre-paid VAT Scheme (Reg. No.228). This means that goods shipped by post to the UK will be charged UK VAT at checkout.
- 3.4 Blue Water Supplies reserves the right to change prices at any time and without notification.

4. POSTAGE

- 4.1 All postage prices quoted are to the UK only and a supplement will be payable should you choose to have your order delivered outside the UK. Please contact us for details. All postage prices quoted are for standard parcel post only up to a maximum weight of 30Kg. We can arrange to ship heavier goods with alternative carriers. The postage cost does not include insurance, and all shipping is entirely at the customer's risk.

5. RETURNS AND ORDER CANCELLATIONS

- 5.1 Order cancellations prior to shipment will incur a 6% handling fee. Returned goods that are in new condition will be refunded at 100% less all shipping costs.

6. PAYMENT

- 6.1 Unless otherwise agreed between the Parties in writing, payment for all Work provided shall be due immediately upon receipt of the Company's invoice. Payment shall be deemed to have been made when received by the Company in cash or cleared funds at the Company's nominated bank account.
- 6.2 If the Customer fails to make any payment due to the Company by the due date for payment, the Company has the right to charge interest on the overdue amount at the rate of four percent (4%) above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 6.3 The Customer shall pay all amounts due under these Terms of Business in full without any set-off, counterclaim, deduction or withholding except as required or permitted by law. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

7. TITLE

- 7.1 Title to all goods, equipment and materials supplied by the Company to the Customer shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Work.

8. GUARANTEE

- 8.1 The Company shall assign to the Customer any and all of its rights against the manufacturer or supplier of any particular article supplied to the Customer as part of the Work.
- 8.2 The Company accepts no liability to the Customer in respect of any loss of profit or turnover which the Customer or its customer or any other person may sustain in consequence of the failure of any faulty or unfit article supplied to the Customer by the Company.

9. QUALITY STANDARDS

- 9.1 The Company will exercise reasonable care and skill in the performance of the Work in accordance with the provisions of these Terms of Business, the requirements of any relevant regulatory bodies and, in the absence of any other contractual term as to quality, to a satisfactory standard.

10. COMMUNICATION AND NOTICES

- 10.1 All communications and notices given under these Terms of Business shall be in writing. A notice shall be sufficiently served if given by effective means of communication, including but not limited to fax, email, registered or recorded mail or by personal service, to the Customer's last known address or to the Company's official email, trading address or registered office.

11. SEVERANCE

- 11.1 If any provision of these Terms of Business is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 15 shall not affect the validity and enforceability of the remaining provisions of these Terms of Business.

12. GOVERNING LAW AND JURISDICTION

- 12.1 These Terms of Business, as well as any contract(s) made subject to these Terms of Business, shall be governed by and construed in accordance with Jersey law.
- 12.2 Disputes arising out of or in connection with this Agreement with other British Marine Members, when they cannot be resolved by negotiation, may, with the written agreement of the Parties, first be submitted to mediation under British Marine's ("BM") Dispute Resolution Scheme. Details of the Scheme are available to current BM members on request from BM and/or online on BM's member website.

13. REPRESENTATIVE PERSON SERVICE AGREEMENTS ENTERED INTO BEFORE JUNE 2025

- 13.1 In December 2024 Jersey's elected representatives (States Members) voted to change the Shipping Registration (Jersey) Regulations 2004. The Amendment to Shipping Registration (Jersey) Regulations 2004 becomes fully effective from June 2025. The Amendment, despite using the same description of "Representative Person" introduces changes that are so substantial as to render any agreement entered into prior to the amendment null and void from the date the Amendments takes effect.
- 13.2 Blue Water Supplies Limited agreements prior to the Amendment were between themselves and the vessel owner and no contract or agreement existed between Blue Water Supplies Limited and the Jersey Ships' Registry, or Jersey's Government. The agreement with Vessel Owners was only to provide an address to which papers could be deemed to be served on a vessel within the Island.
- 13.3 The Amendment created a new "Active" role for Representative Persons, requiring them to hold information proving vessel ownership and details of all vessel owners and Ultimate Beneficial Owners. Failure to comply carries substantial penalties for Representative Persons and Directors of Companies that act as Representative Persons. This change, which was opposed by Blue Water Supplies Limited, is substantial as to render any agreement entered into prior to the amendment null and void from the date the Amendments takes effect.
- 13.4 During the short time between the passing of the Amendment and the 1st of April 2025, Blue Water Supplies Limited, has made every effort to develop bespoke data systems to offer Representative Person Services after June 2025. Blue Water Supplies Limited has taken the decision to, at its own discretion, take any previous agreement into consideration as partial payment towards a new service agreement.
- 13.5 Blue Water Supplies Limited will endeavour to invite Vessel Owners to enter into a new service agreement, on the condition that the required information is provided promptly, and the new terms and conditions are agreed.
- 13.6 Blue Water Supplies Limited reserves the right to refuse to provide Representative Person Services to any vessel, its owner or operator without further explanation.

- 13.7 For any vessel owner that has not reached a new Representative Person Agreement with Blue Water Supplies Limited by the 30th April 2025, Blue Water Supplies Limited will give notice to the Jersey Ship's Registry that it will no longer represent the vessel as of the 31st May 2025.
- 13.8 No refund will be made in respect to Representative Person Agreements made prior to June 2025.
- 13.9 In the period between December 2024 and April 2025, Blue Water Supplies Limited entered into some Interim agreements for on-going Representative Person Services continuing after 2025. These agreements will be honoured on the conditions that (a) the Vessel Owners agree to the new terms and conditions; (b) The Vessel Owners provide the required information; (c) the application is accepted by Blue Water Supplies Limited based on the information provided. Should an Interim Agreement entered into between January 2025 and April 2025 not be converted to a New Agreement, Blue Water Supplies Limited will refund the Vessel Owner for any unused portion of the fee paid, which cannot be honoured after 31st May 2025.
- 13.10 Details of the Amendment, the information required and terms and conditions are available from Blue Water Supplies Limited.

14. REPRESENTATIVE PERSON SERVICE AGREEMENTS POST JUNE 2025

- 14.1 For the purpose of these Terms and Conditions the term "Vessel Owner" includes all of the following in any combination or multiple: (a) individual owners; (b) Body Corporate owners; (c) Parent Body Corporate Owners; (d) Ultimate Beneficial Owners as defined as Beneficial Owner under the Shipping Registration (Jersey) Regulations 2004.
- 14.2 In all cases the customer must advise the Registry of the cancellation at the same time as advising Blue Water Supplies Limited.
- 14.3 Should the customer wish to change the Representative Person service provided by Blue Water Supplies Limited to another Representative person for the same vessel, 30 days' notice of the change must be given to BWS.
- 14.4 Should the customer cancel the Representative Person service because the vessel is no longer on the Jersey Ships Registry the customer must provide Blue Water Supplies Limited with the notice of cancellation advised to the Registry.
- 14.5 Should the customer sell the vessel to a new owner keeping, Blue Water Supplies Limited will consider the Representative Person agreement as terminated.
- 14.6 Any new owner who wishes to appoint Blue Water Supplies Limited as Representative Person complete the full application process and advise Blue Water Supplies Limited that the previous owner had used Blue Water Supplies Limited's Representative Person services. Blue Water Supplies Limited may, at their discretion, discount fees in this case.
- 14.7 The prepaid annual fee is non-refundable, even if the customer cancels the service early or does not use it for the entire year.
- 14.8 ALL individual owners, company directors of Body Corporate owners and Ultimate Beneficial Owners must provide Blue Water Supplies Limited with the information and documentation required to be held by Blue Water Supplies Limited by ALL owners and Ultimate Beneficial Owners must provide Blue Water Supplies Limited with the information and documentation required to be held by Blue Water Supplies Limited by the Shipping Registration (Jersey) Regulations 2004. Any failure to do so will render the Representative Person agreement null and void.
- 14.9 ALL individual owners, company directors of Body Corporate owners and Ultimate Beneficial Owners must confirm to Blue Water Supplies Limited that the information and documentation required to be held by Blue Water Supplies Limited by the Shipping Registration (Jersey) Regulations 2004 remains accurate on an annual basis, or when otherwise requested by ALL owners and Ultimate Beneficial Owners must provide Blue Water Supplies Limited with the information and documentation required to be held by Blue Water Supplies Limited by the Shipping Registration (Jersey) Regulations 2004. Any failure to do so will render the Representative Person agreement null and void.
- 14.10 Vessel owners MUST advise Blue Water Supplies Limited immediately of any changes in vessel ownership, person details relevant to this service, addresses etc. within 7 days. Any failure to do so will render the Representative Person agreement null and void.
- 14.11 In the case of a Vessel being Owned by a Body Corporate, the Officers of that Body Corporate MUST inform Blue Water Supplies Limited of any changes of ownership of the Body Corporate and the any changes to the personal details of Ultimate Beneficial Owners (UBOs) of the Body Corporate, that Blue Water Supplies Limited is required to hold under the Shipping Registration (Jersey) Regulations 2004.
- 14.12 In the case of a Body Corporate having one or more Parent Body Corporate's, the Officers of those Body Corporates MUST inform Blue Water Supplies Limited of any changes of ownership of the Body Corporate and the any changes to the personal details of Ultimate Beneficial Owners (UBOs) of the Body Corporate, that Blue Water Supplies Limited is required to hold under the Shipping Registration (Jersey) Regulations 2004.
- 14.13 Any agreement is between Blue Water Supplies Limited and the Vessel Owner. Blue Water Supplies Limited has no contract with the Ship's Registry or Jersey's Government other than to respect the Shipping Registration (Jersey) Regulations 2004.
- 14.14 By accepting a New Representative Person agreement, the Vessel Owner agrees to Blue Water Supplies Limited holding the information in a digital or paper format.
- 14.15 By accepting a New Representative Person agreement, the Vessel Owner agrees to Blue Water Supplies disclosing the required information to the Jersey Ships Registry in accordance with the Shipping Registration (Jersey) Regulations 2004.
- 14.16 Any Agreement is between Blue Water Supplies Limited and the Vessel Owner. If any details relating to the Vessel Registration or its Owners and Blue Water Supplies Limited is not informed of the changes by the Vessel Owners or any change is made by the Jersey Ships' Registry without checking that Blue Water Supplies have been informed of the changes, then the agreement for Representative Person Services is terminated with immediate effect.
- 14.17 Should Blue Water Supplies Limited or any of its directors face penalties or criminal changes as a result of the failure of a Vessel Owner to inform Blue Water Supplies of any change to Vessel Details or any information relating to any of its owners, including Ultimate Beneficial Owners, then Blue Water Supplies Limited reserves the right to seek suitable compensation from vessel owners, whether or not the vessel has been sold.
- 14.18 All Vessel Owners or Representation Agents must immediately inform Blue Water Supplies Limited if a Vessel owner, including Ultimate Beneficial Owners is a sanctioned individual, or is added to a Sanctions List. Any failure by a Vessel Owner or Representation Agent to disclose that an owner is a sanctioned individual will render the Representative Person Service agreement null and void.
- 14.19 Blue Water Supplies Reserves the right to change the Representative Person Service Agreement at any time.

15. Data Protection

- 15.1 Blue Water Supplies is Registered with the JERSEY OFFICE OF THE INFORMATION COMMISSIONER and is bound by the Jersey Data Protection (Jersey) Law 2018 and the Data Protection Authority (Jersey) Law 2018.

16. FORCE MAJEURE

- 16.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery

or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

16.2 In the event of a change of legislation Blue Water Supplies Limited reserves the right to change conditions of sale of goods and services or withdraw services without notice without refund.

17. Changes to Terms and Conditions

17.1 Blue Water Supplies Limited Reserves the right to change these Terms and Conditions at any time without notice.

Blue Water Supplies Limited is committed to providing a friendly and efficient service to its customers and will always try to resolve any problems amicably if possible.

If you have any questions or you would like to advise us of changes to contact details please contact us below:

Blue Water Supplies Limited

Albert Quay,

Saint Helier,

Jersey

Channel Islands

JE2 3NE

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email info@bluewatersupplies.com



Blue Water Supplies Limited is registered in the Island of Jersey under the number 83811

Registered Office:

Blue Water Supplies Limited, Hautmont, 1 Hautmont Estate, Mont Millais, Saint Helier, Jersey JE2 4RG

28th March 2025