

Definitions

All definitions mentioned below concern the present General Terms and Conditions:

"General Terms and Conditions" refer to the binding terms regarding the supply of goods and services between UNIMARS BALTIC SUPPLY SIA (hereinafter referred to as the **VENDOR**) and any principal or buyer of the goods or services (hereinafter referred to as the **Purchaser**). These General Terms and Conditions constitute the complete agreement between the **VENDOR** and the **PURCHASER**, and no changes or modifications to this agreement will be binding on the Vendor unless they are in writing and signed by the Vendor. "**VENDOR**" refers to SIA "UNIMARS BALTIC SUPPLY", Reg. No. 40103400479, legal address: Dunties str. 17A, Riga, LV-1005, or any other company associated with UNIMARS BALTIC SUPPLY SIA., which is obligated to supply the goods or services to the Purchaser under these Conditions.

"**Purchaser**" refers to the individual or company placing an order on behalf of the vessel or its registered owner to supply the vessel, its owners, managers, or agents with the goods; this includes any persons or companies legally associated with the vessel.

"**Goods**" refers to any items, technical stores and/or consumable supply, and other items specified in the Vendor's Confirmation, that are delivered or to be delivered to the vessel by the Vendor as requested by the Purchaser.

"**Partners**" refers to the Purchaser's partners (individuals or companies) placing an order with the Vendor on behalf of the vessel or its registered owner to supply the vessel with goods; this includes any persons or companies legally associated with the vessel or the Purchaser.

"**Vessel**" refers to the vessel, ship, or craft duly nominated to receive goods from the Vendor.

"**Quotation**" refers to the Vendor's confirmation letter indicating readiness to supply the vessel with the goods, as specified in the Vendor's confirmation of quotation, including the date, place, price, and other important data relevant to the Vendor's offer.

"**Delivery**" refers to the actual receipt of the goods specified in the Quotation by the vessel.

"**Receipt of delivery (receipt)**" refers to a document, duly signed by the vessel's crew officer, confirming that the goods have been received by the vessel.

"**Invoice**" refers to a document issued by the Vendor before or after the delivery of goods, showing the final cost of the goods delivered and the dates and terms for payment.

1. These General Terms and Conditions (hereinafter referred to as the "Terms") regulate the relationship between [Unimars Baltic Supply SIA] (hereinafter referred to as the "Company") and customers (hereinafter referred to as the "Purchaser") purchasing products for ships in the port.
2. Acceptance of the goods by the vessel constitutes knowledge and acceptance of these Terms by the Purchaser and all parties associated with the vessel.
3. In addition to the Purchaser being responsible for payment of Vendor services and goods delivered to the vessel, the purchase price, and any relevant costs, the Vendor reserves the right to seek payment from the registered owner of the vessel. The registered owner, managers, charterers, agents, and all other parties associated with the vessel and the order of the goods are jointly and severally liable for timely payments. If the Purchaser is not the registered owner of the vessel, they expressly warrant that they have the authority of the owner to pledge the vessel's credit as aforementioned and that they have notified the registered owner of all provisions of these Terms.
4. All orders and receipt notes may be signed by the Master or their authorized representative, whose signatures express acceptance and authority of the registered owner of the vessel.
5. Purchasing products from the Company signifies the Customer's agreement with these Terms. If the Customer does not agree with the Terms, they should not purchase products from the Company.
6. Orders are accepted by phone, email, or in person at the Company's office or onboard.
7. The Purchaser must provide accurate information about the required products, quantity, and delivery deadlines.
8. The Company delivers products to the port addresses specified by the Customer. Delivery costs and times depend on the chosen delivery method and the Customer's location.
9. The Company reserves the right to confirm the availability of ordered products and delivery times.
10. The Master or the vessel's agent must immediately notify the Vendor of any delays in the time of arrival. If the vessel fails to arrive on the scheduled date, the Vendor will use its best efforts to reschedule the Purchaser's vessel but will not be responsible for any attendant delays or resulting damages.
11. Additionally, if the Vendor is unable to ship the order quantities when due, the Purchaser shall accept partial deliveries, and the Vendor shall have a reasonable time from and after the due date to deliver in full. Any delivery not made due to causes beyond the Vendor's reasonable control, including but not limited to embargoes, civil commotions, labor troubles, strikes, fire, flood, accidents, production or production equipment failures, inability to obtain power, raw materials, or shipping capacity, or interruptions occasioned by governmental activities, may be canceled at the Vendor's option, but the obligations of each party with respect to other shipments shall remain unaffected.
12. The Purchaser shall not be entitled to demurrage or other compensation for delivery delays unless expressly agreed and confirmed by the Vendor in writing.
13. The Vendor is not responsible for the Purchaser's waiting time, loss of time, lost income or contracts, or other indirect losses caused by delivery of the goods beyond the agreed time frame unless proven to be due to gross negligence on the part of the Vendor or their personnel.
14. The Vendor is not responsible for damages to the vessel or any property, or for injuries to persons involved in delivery operations either onshore or onboard the vessel.
15. All claims for damages, errors, or shortages must be made by Purchaser according the below table:

A/A	Type of Non - Conformity	Reporting Time Frame (From the time of delivery)	Comments
1	Missing item(s)	72 hours	List and quantity of missing item(s).
2	Expired item(s)	72 hours	Photos and list of expired item(s) including photos of the labels indicated on the packing.
3	Item(s) not as per purchase order or according to specification	72 hours	Photos and list of item(s) not as per purchase order OR according to specification.

16. The Company does not accept returns of perishable products if they were delivered according to the order and storage conditions were met.
17. The Company shall not accept Purchaser's refusal to pay for non-returnable goods if they were ordered from the Vendor's suppliers and delivered by special request of the Purchaser. The Purchaser's wish for partial cancellation of the order shall not be considered as sufficient basis for non-payment for non-returnable goods. The list of such non-returnable goods shall always be mentioned in the Quotation prepared by the Vendor prior acceptance of the order by the Purchaser.
18. If the Purchaser places an order for goods/services but fails to take delivery of or rejects some of the agreed goods, the Purchaser shall be liable for all expenses and losses incurred by the Vendor because of such failure or rejection.
19. The purchase price is payable upon delivery of the goods and the invoice, duly sent by the Vendor to the Purchaser. The Purchaser is obligated to settle the invoice within the specified timeframe indicated in the invoice, whether sent via email, telex, or telefax. The exact credit terms are negotiated between the parties prior to delivery.
20. Payment must be made regardless of any disputes that may arise, which disputes shall be subject to separate negotiations. Meanwhile, the Vendor reserves the right to request payment in advance or to require cash on delivery (C.O.D.) payment.
21. Payment shall be made via bank transfer according to the payment instructions provided in the invoice. If the purchase price has been agreed upon in a currency other than Euro, the Purchaser assumes the risk that this currency may have a lower exchange rate relative to Euro on the payment date compared to the last correct date of payment (invoice date plus credit days) and agrees to indemnify the Vendor in Euro for any differences. Any profits resulting from an improvement in the exchange rate shall accrue to the Vendor.
22. The Vendor shall not compensate for losses incurred due to fluctuations in exchange rates upon receipt of payment for goods or in performing calculations with third parties on behalf of the Purchaser.
23. Purchaser agrees that the Vendor may ship a reasonable quantity of goods exceeding the quantity ordered or may consider the contract complete with a reasonable under-shipment.
24. Purchaser acknowledges and agrees that the Vendor shall not be liable for any consequential or incidental damages (including lost revenues and/or profits) claimed to result from an alleged breach by the Vendor, and specifically releases the Vendor from liability for such damages. In the event of a breach by the Vendor, Purchaser's exclusive remedy and Vendor's sole obligation shall be, at the Vendor's option, a refund of the purchase price of the goods in question or replacement of the goods in question. Vendor shall have no other obligations with respect to the goods, whether based on contract, negligence, strict liability, or otherwise.
25. Purchaser shall have no legal right to terminate the Agreement.
26. Notwithstanding any other provision enters Vendor (without prejudice to its other rights) may, at its sole discretion, terminate the Agreement immediately by notifying the Purchaser orally (confirmed in writing) or by written notice, if a liquidator, trustee in bankruptcy, receiver, receiver and manager, or equivalent officer is appointed in respect of any assets or undertaking of the Purchaser or any associated companies thereof, or if the Purchaser or any associated company enters into an arrangement or composition with its creditors, or any similar appointment, arrangement, or composition is made under any applicable law, or if the Vendor has reason to anticipate such appointment, arrangement, or composition.
27. If any provision of the Agreement is found to be invalid, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other provision of the Agreement.
28. Where the Vendor is instructed to deliver goods other than to a ship, it is the Purchaser's responsibility to ensure that the person responsible for accepting delivery provides a full and proper receipt for the goods delivered.
29. In the event of Purchaser's breach of any obligation herein, the Vendor shall recover all costs and expenses incurred in attempting to remedy said breach, including reasonable attorneys' fees, which the Purchaser agrees to pay.
30. All disputes arising in connection with these Terms shall be resolved in accordance with the laws of the country where the sale is conducted.
31. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
32. In the event the Vendor elects to institute legal action in any competent court or arbitration, the Vendor shall be entitled to recover, in addition to any other amounts recoverable from the Purchaser, its legal costs incurred on an attorney and own client basis.