NAUTOR SWAN GLOBAL SERVICE UK Ltd.
Universal Marina, Crableck Lane, Sarisbury Green.
Southampton, S031 7ZN. UK
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# GENERAL TERMS AND CONDITIONS
## Repair and Service with supply of materials

### 1. GOVERNING LAW AND JURISDICTION
These Terms and Conditions are governed by the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the English courts.

### 2. COMPANY DETAILS
Nautor Swan Global Services UK Ltd. is registered in England and Wales. All references to "NSGS" refer to the UK entity. Registered office and bank details will be provided on invoicing.

### 3. DEFINITIONS
"Client" means the individual or company requesting services. "Services" include any work, repair, maintenance or supply of materials provided by NSGS UK Ltd.

### 4. PRICES AND QUOTATIONS
Prices are in GBP and exclusive of VAT (currently 20%) unless stated otherwise. Quotes are valid for 30 days and exclude additional works, which will require written change orders.

### 5. PAYMENT TERMS
- 50% of the quoted cost is payable in advance.
- Remaining 50% is due upon completion.
- Payment is due within 15 days of invoice.
- Late payments are subject to 8.5% annual interest.
- NSGS UK Ltd. reserves the right to retain the vessel until full payment is received.

### 6. INSURANCE
The Client must maintain Hull and Machinery and P&I insurance and provide proof upon request. NSGS UK Ltd. maintains Ship Repairers Liability cover.

### 7. ADDITIONAL WORKS
Any work not included in the original scope must be approved in writing via change orders. Additional work is billed separately.

### 8. WARRANTY
Work is warranted for 12 months (6 months for repairs on existing installations). The warranty excludes misuse, third-party interference, wear and tear, or environmental effects.

### 9. CLIENT RESPONSIBILITIES
Clients must ensure access, readiness of the vessel, and safe storage of personal items. Movement of the yacht may be conducted by NSGS UK Ltd. at the Client's risk and cost.

### 10. GDPR & DATA PRIVACY
NSGS UK Ltd. will process personal data in accordance with the UK GDPR and the Data Protection Act 2018.

### 11. FORCE MAJEURE
NSGS UK Ltd. is not liable for delays due to events beyond its control (e.g., weather, labour actions, material shortages). If delays exceed 30 days, either party may terminate in writing.

### 12. DISPUTE RESOLUTION
Any disputes shall be referred to arbitration under the rules of the Chartered Institute of Arbitrators (CIArb), London.

### 13. ENTIRE AGREEMENT
These terms, along with any quotes and accepted change orders, form the entire agreement between the parties.

### 14. LIMITATION OF LIABILITY
Except in cases of fraud, personal injury or death caused by our negligence, NSGS UK Ltd.'s liability for any claim arising out of this agreement shall not exceed the total value of the services provided.

### 15. TERMINATION CLAUSE
Either party may terminate this agreement with immediate effect by written notice if the other:
(a) Commits a material breach and fails to remedy it within 14 days of notice;
(b) Becomes insolvent or unable to pay its debts; or
(c) Fails to pay any due amount within 30 days of the invoice date.

On termination, the Client shall pay for all work completed and any committed costs up to the termination date.

### 16. INDEMNITY CLAUSE
The Client shall indemnify and hold harmless NSGS UK Ltd. from and against all claims, losses, damages, liabilities, costs or expenses (including legal fees) arising from third-party claims resulting from the Client's actions, omissions, or the condition or operation of the vessel during or after the provision of services.

Date / Fecha

Captain Signature / Firma del Capitán