



**electrical and electronic engineering
hardware and software systems
for the marine environment**
IMO SOLAS GMDSS Declaration of Shore Based
Maintenance (SBM)

E3 Contract No: _____

Section 1: Yacht Details		
Yacht Name:	Port of Registry:	
Contact Person:	Title:	
Contact Tel:	Fax Number:	
email address:		
Type of Vessel:	Call Sign:	GRT:
Pass & Crew:	MMSI:	LOA:

Section 2: Owner / Company details	
Name of the owner or company:	
Address:	
Town City:	State/Province
Post Code:	Country:
Company IVA / TVA / VAT number:	
Contact person:	Department/Title:
Contact tel:	Fax Number:
email address:	

The vessel mentioned in Section One has a three year agreement for:

Functionality of GMDSS communications systems (Shore Based) with:

E.Cubed Systems S.L.
Paseo Calvia 2, No 4,
Piso 1, Local A
07181 Portals Nous
Mallorca, Baleares
Spain
Date:

Company Stamp & Signature:

Paseo Calvia 2, No 4, Piso 1 Local A, 07181 Portals Nous, Mallorca, Baleares, Spain
Tel: (+34) 971 40 42 08 / 40 07 38 Fax: (+34) 971 40 44 31
C.I.F: ES B07758220 E.Cubed Systems, S.L.
2791 Chemin de St Bernard, Sophia Antipolis, 06220, France
Tel: (+33) (0)493 000 086 Fax: (+33) (0)493 000 916
Email: info@e3s.com web: www.e3s.com

**Article One:
Object of the agreement**

In accordance with the provisions of this Agreement, E.Cubed Systems S.L., from now on E3S, shall undertake to arrange for the service and organisation of the service on behalf of the Purchaser listed in Section Two of page one of this Agreement.

**Article Two:
Start of the Agreement**

The agreement shall commence on the date mentioned at the bottom of page one of this Agreement.

**Article Three:
Scope of Supply**

E3S shall undertake to carry out the services for the units and equipment of the navigation equipment and the communication equipment as listed in Annex 1 for the above named vessel indicated above:

- a) to draw up the Certificate in accordance with the regulation IV&15 of SOLAS 1974 as per the 1988 supplement for GMDSS / for the GMDSS units and equipment being part of the contract contents.
- b) have available the manpower to arrange and organize the service.
- c) to arrange for provision of the worldwide service, independent of the producer / product.
- d) take over the communications costs in connection with the individual service case.
- e) to hold available replacement equipment (if it is a product / system of E3S).
- f) individual invoicing of each service including detailed service report.

**Article Four:
Price**

- a) The fee for this Agreement amounts to EUR 980,00.- per year for vessels designated to sea areas A2 and A3 resp. EUR 430,00.- for vessels designated to sea area A1 at the cost basis as per date of the Agreement.
- b) Service charges, rental charges for replacement equipment, repair costs, delivery of replacement equipment as well as travel costs, transport costs (e.g. for replacement equipment), travelling time, hotel expenses and allowances are not included in the above charges. Furthermore, recourse to petty cash in the event of missing land connections and resultant waiting time shall be excluded. The Purchaser shall reimburse E3S for these costs and expenses in accordance with actual expenditure and the prevailing allowance rates of the Contractor. For invoices issued by subcontracted service partners a 10% handling fee shall be added.
- c) The above amount is exclusive of Value Added Tax. If such tax is prescribed by law, taxes shall be additionally invoiced at the applied rate at the time the services are supplied to the Purchaser. Any other taxes which may arise in the country where the services are supplied, such as import taxes, tariffs, excise duty or other levies, shall be borne by the Purchaser, they shall be invoiced to the Purchaser separately at the rate applicable at the time such taxes became due.

- d) The fees for the services to be supplied in accordance with article 3 plus taxes and levies as per paragraph c) above shall be payable within 30 days of the invoice date as annual prepayment.

For any individual invoice for service, etc. according to Article 3 payment is due within 30 days after date of invoice. Payment shall be met without any deductions by the Purchaser. Retention of payments because of any damage to our defects on the equipment or on the basis of any counter/claims by the Purchaser, which are not recognized by E3S or legally established counterclaims, shall not be permitted; nor shall offsetting against such claims.

- e) If the Purchaser fails to make the payment within the above deadline, E3S shall be entitled from the date of occurrence of such default, to charge interest. The interest rate calculated for the arrear shall be at the annual rate of 5% above the base interest rate. Furthermore, an additional reminder-fee of EUR 50,00.- is immediately payable.
- f) Service shall be performed in those harbours, in which E3S or his service partners are located, and where the know-how and manpower capacity is available. Temporary or permanent failure of one or more service bases of agencies shall not grant the Purchaser any rights extending beyond those in the provisions of the present Agreement. In such cases (service request of the Purchaser to E3S according to Article 14), E3S shall name another service station for performance of the service. E3S is allowed to change the number of service stations. The Purchaser may not request a reduction of the remuneration for the creation of unsolicited new service bases or agencies.
- g) After the term of this agreement as stipulated in Article 12, E3S has the right to newly fix the annual fee. It increases by 2,5% per annum to the begin of every calendar year, counted from the year of conclusion of the agreement.

**Article Five:
Assignment and Subcontracting**

Neither contracting party shall be entitled to transfer the rights and obligations arising from the present Agreement to a third party without the prior written consent of the other party.

**Article Six:
Obligations of the Purchaser**

- a) The Purchaser shall grant E3S and personnel deployed by him on the basis of the present Agreement, unimpeded and safe access to the system.
- b) The Purchaser shall inform E3S immediately if there is a fault, breakdown of equipment or the system does not function satisfactorily.
- c) The Purchaser shall instigate at his own cost and as soon as possible all work which is necessary to ensure the safety of the systems or to comply with provisions (irrespective of whether these existed at the time when the Agreement came into force or only passed during the term of the Agreement).
- d) The Purchaser shall give E3S upon request copies of all technical documents in his possession (including drawings, descriptions, plans and instructions), which are necessary and expedient in relation to the repair of the system. These documents shall remain the property of the Purchaser at all times and may only be used by E3S for service purposes.

- e) The Purchaser shall inform E3S in writing of the exact details of safety and other provisions which apply at the location of the system and for the services to be supplied on the basis of this Agreement.

**Article Seven:
Exclusion of Liability of the Contractor**

Liability of E3S, whatever the legal basis, shall be excluded.

**Article Eight:
Force Majeure**

Each party shall be released from fulfillment of his contractual obligations to the extent that and only if performance of the Agreement is prevented due to force majeure. The party lodging the force majeure claim shall inform the other party of the beginning and end of the claim immediately in writing. In the meaning of this article, the term "force majeure" shall mean disputes at work, fire, mobilization, sequestration, embargo, exchange controls, riots, lack of transportation, restrictions on energy consumption and all circumstances in general which are beyond the parties' control and which impede one party from fulfilling his obligations, although this list is by no means comprehensive.

If a case of force majeure prevails for longer than three months, each party shall be entitled to terminate the Agreement in writing without incurring any further liability.

**Article Nine:
Termination**

- a) Irrespective of the right of termination provided for in article 8, each party shall be entitled to terminate this Agreement if the other party goes bankrupt or seriously infringes his contractual obligations and a written request by the other party to eliminate the infringement and its consequential results has not been complied with within 30 days.
- b) Should the Purchaser remain in arrears with the annual payment as per article 4 para. a), E3S shall be entitled to cancel this present Agreement with immediate effect.

**Article Ten:
Applicable Law**

Spanish law shall apply to the performance and interpretation of the present Agreement.

**Article Eleven:
Settlement of Disputes**

In the context of this Agreement, all disputes arising thereof shall initially be settled by mutual agreement.

Exclusive jurisdiction for both parties for all disputes arising directly or indirectly in connection with this agreement – also in connection with documents, bills and cheques – is Palma de Mallorca, Spain. E3S has the option, however, to assert his claims against the Purchaser at a law court in whose jurisdiction the residence, offices of assets of the Purchaser are located. This agreement is governed by the Spanish law excluding the UM-purchasing right (UNCITRAL/CISG).

Article Twelve:

Paseo Calvia 2, No 4, Piso 1 Local A, 07181 Portals Nous, Mallorca, Balears, Spain
Tel: (+34) 971 40 42 08 / 40 07 38 Fax: (+34) 971 40 44 31
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Term of the Agreement

- a) The term of this Agreement shall be three years.
- b) The Agreement shall automatically be extended by periods of one year unless it is terminated with three months notice in writing.
- c) If the license to erect and operate the equipment is with-drawn by the supervisory bodies before expiry of this present Agreement, the Agreement shall end prematurely upon expiry of this license.
- d) The Agreement shall end at the end of the month in which the ship changes owners, if the Purchaser sells the ship before the Agreement has expired and the new owner does not enter into the Agreement with the approval of the Contractor.
- e) If the ship is lost without trace, the 14th day following the last report on the ship shall be deemed the day of loss. In the event of loss the Agreement shall end at the end of the month of loss.

Article Thirteen: Agreement Amendments/Invalidity

All amendments and supplements to this Agreement shall be in writing. This requirement may only be waived in writing.

The invalidity of one or more provisions in this Agreement shall not affect the validity of the other provisions. In the event of such invalidity, the contracting parties shall replace the invalid provision with a valid provision which achieves the same intended purpose.

Article Fourteen: Service Requests

Service requests are to be sent in writing to the following fax resp. e-mail numbers using the form as per Annex 2:

Fax: +34 971 404 431
E-mail: info@e3s.com

quoting the name of the ship, vessel's communications numbers, type of equipment, serial number, type of error, ETA and ETD, location of berth / mooring, agent with telephone / fax number.

In emergency cases service requests may be notified by telephone to the following number:

Phone: +34 971 404 208

The verbal request does not release the Customer from issuing the written request.

Article Fifteen: Notifications

All notifications on the basis of this Agreement shall be made in writing and shall be to the other party at their given address.

"Written" shall be deemed to mean manuscript, typed, printed or by telex, telefax, e-mail or telegram.

**Article Sixteen:
Final Provisions**

- a) The Annex 1 is part of this contract.

Portals Nous, Mallorca,

E Cubed Systems, S.L.

Customer

Annex 1
List of Equipment

MODEL/TYPE

MAKE

S/N

Service Request Format

Vessels Name

Owner / Company

Current Port
Contact numbers
ETD

Next port of Call / Date
ETA / ETD

We are requesting service for the following equipment:

No.	Serial No	Description	Reason for Repair
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If equipment is shipped to E3s for repair, please fill in following:

Carrier:

Tracking No: