

WARRANTY

1 BC Service warrants for a period of 6 months from the date the Goods were delivered ex works (Incoterms 2000) or the Services rendered, that such Goods and/or Services are free from substantial defects in materials or manufacture and that such Services were carried out with reasonable skill and care.

2 All conditions, warranties or other terms whether express or implied, statutory or otherwise, inconsistent with Condition 1, are hereby expressly excluded to the fullest extent permitted by Florida law.

3 The warranty given in Condition 1 will not apply:

(a) where the defect complained of arises from any drawing, design, specification or intellectual property right supplied by the Customer or arises from normal wear and tear, willful damage, the Customer's negligence, abnormal working conditions, or misuse or alteration or repair of the Goods without BC Service approval or arises from any failure to follow BC Service advice (whether oral or in writing or whether relating without limit to the fabrication, operation, use or maintenance of the Goods) or if the defect was caused due to faulty act of the Customer;

(b) if BC Service or its agent is not given a reasonable opportunity to safely inspect the Work; (c) if the total price for the Goods or Services has not been paid by the due date for payment;

(d) if the damage was caused by the Customer's personnel or any other Company personnel in which case BC Service does not assume any liability for any damage which may arise.

4 This Warranty does not cover any incidental expenses or consequential damages which the Customer may incur as a result of a malfunction or failure covered by this Warranty, including, but without limitation to communication expenses, meals, lodging, overtime, towing and any associated docking or harbor charges, loss of use of the equipment or vessel, inconvenience, cargo loss or damage. The obligations of BC Service under the Contract are limited such that in the event of a breach by BC Service of the warranty in Condition 1 or any defect in any Goods or Services BC Service shall only be obliged (and shall have no further liability in contract, negligence or otherwise for any defect in quality of the Goods and/or Services) at its option either to:

(a) credit the price (if already paid) attributable to the faulty Goods or Services; or

(b) repair, rectify or replace the faulty Goods or Services provided that such Goods are returned to BC Service in their delivered state at the Customer's expense if so requested by BC Service within 6 months from the date of their delivery. BC Service shall especially not be responsible for loading and/or offloading of cargo and/or any precondition works necessary to repair and/or rectify the defect such as disassembly, removal and re-assembly of any component. Condition 4 shall be the Customer's only remedy and in lieu of any other rights and remedies which might otherwise be available to the Customer.

Any replacement Goods will be warranted on the terms set out in this Condition.

INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

1. The Customer shall not, under any circumstances acquire any right in or to any of the IPRs (including, without limitation, copyright) subsisting in, resulting from or relating to Work, or any plans, descriptions, blue-prints, designs, technical information, software, documents, drawings and/or specifications relating thereto either (a) supplied by or on behalf of BC Service to the Customer in connection with Work, or (b) resulting from the Work, unless otherwise expressly agreed by BC Service in writing. If the Customer shall in any way acquire any such rights then the Customer shall immediately inform BC SERVICE and shall forthwith take such steps as may be required by BC SERVICE to assign such rights or vest such title in BC SERVICE.

2. BC SERVICE shall have the right to apply any trademarks, trade names and/or service marks to the Goods. The Customer acknowledges that no rights are granted to the Customer by the use by the Customer of such trademarks, trade names and/or service marks. The Customer shall not deface, remove or obliterate any trademarks, trade names or logos applied by BC SERVICE on or in relation to the Goods.

3. The Customer shall keep confidential and not use, without the prior written consent of BC SERVICE, all or any information including without limit, those supplied by BC SERVICE to the Customer or disclosed to or obtained by the Customer pursuant to or as a result of the Contract, and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of the Customer, or disclosure of the same is required by law or by any other governmental or other regulatory body.

4. In the event that BC SERVICE bases the production of the Goods on its own specifications, BC SERVICE shall under the exclusion of any further liability warrant that such Goods do not interfere with IPRs published in USA and/or by the European Patent Office. This shall not apply, if BC SERVICE has manufactured the Goods in accordance with drawings, models or other equivalent descriptions or information provided by the Customer. As far as BC SERVICE is not liable pursuant to this Conditions 4, the Customer shall release BC SERVICE from all third- party claims. In case an infringement of such third parties' IPRs appears to emerge, the Parties will enter into negotiations with due consideration of such situation and jointly agree on the consequences.