

FishSAFE Unit (Mk3) Purchase Order Form

Please complete the details below to order your FishSAFE Unit(s). Your attention is drawn to the Terms and Conditions of Supply, Use and Maintenance of the FishSAFE Unit and related Database (the "Terms and Conditions") attached to this Purchase Order Form. Your signature of this Form constitutes an acceptance of the attached Terms and Conditions. We will collect and process information relating to you in accordance with the privacy notice which is annexed to this Order Form.



fltcs

FLTC Services Limited

24 Rubislaw Terrace
Aberdeen AB10 1XE

Tel: 01224 646944

Fax: 01224 647058

www.fishsafe.eu

Quantity of FishSAFE Units Ordered	@ £565 each plus £25 handling charge and VAT (See note below)
Name of Customer Placing Order	
Name of Person Completing Order Form	
Vessel(s)	
Contact Address	
Contact Telephone Number	
Contact E-mail Address	
Address for Delivery of FishSAFE Units	

Please return this completed form to:-

FLTC Services Limited
24 Rubislaw Terrace, Aberdeen, AB10 1XE

OR via email to accounts@sff.co.uk

Delivery of the FishSAFE Units will be made by FLTC Services Limited, or their agents.

Your signature below will be treated as forming an order for the FishSAFE Units noted above and acceptance of the Terms and Conditions attached to this Order Form. You undertake to make full payment for the Units ordered **within 14 days of delivery** of your order of FishSAFE Units.

.....
Signature

.....
Print Name

.....
Job Title

.....
Date

Please note that FLTC Services Limited are under no obligation to accept this order. VAT will apply to the price and the handling charge.

Introduction

These are the Terms and Conditions which govern the supply, use and maintenance of FishSAFE Units and the initial provision of (and subsequent updating of) the Data and Database associated with such Units. We are FLTC Services Limited ("FLTCS") a not-for-profit organisation incorporated under the Companies Acts in Scotland (Registered No. SC 348751) as a limited company and having our registered office at 24 Rubislaw Terrace, Aberdeen, Scotland, UK. References to "we" or "us" in these Conditions shall be read as references to FLTCS. References to "You" shall be read as meaning the Company, individual, firm or other legal entity/person from time to time owning or operating the vessel on which the FishSAFE Unit is installed and/or used. You can contact FLTCS at the address just mentioned. Your attention is also drawn to the website www.fishsafe.eu.

1 Meanings in these Terms and Conditions

"Conditions" means these standard Terms and Conditions (and any changes we may make to them) and all other terms or documents detailed or referenced herein;

"Contract" means the contract between You and FLTCS of which the Conditions form part constituted pursuant to Condition 2 below (Contract Formation);

"Data" means information and details procured by FLTCS from third parties and related Databases relating to current operational and future sub-surface and/or seabed hazards in the UKCS;

"Database" means a catalogue of Data (in electronic form) capable of being loaded into a FishSAFE Unit and/or other types of onboard fishing vessel plotter systems;

"FishSAFE Operations Manual" means the FishSAFE Operations Manual current from time to time;

"FishSAFE Unit" means the FishSAFE Hazard Warning Device being an electronic unit consisting of hardware

and software that is capable of displaying chart information and other Data and which is primarily intended to provide a fishing vessel skipper in the UKCS with a visible and audible warning of nearby oil and gas industry surface, sub-surface and/or seabed installations and infrastructure including obstructions or other hazards posed by such installations and/or infrastructure;

"Intellectual Property Rights" means all patents, copyrights, design rights, trade marks, database rights, trade secrets, knowhow, rights in confidential and/or proprietary information and any other intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world;

"Licence" means the Licence(s) detailed at Condition 7 below;

"Price" means the relevant amount(s) specified on the Purchase Order;

"Purchase Order" means the quotation, purchase or sales order, product information sheet or other document issued by FLTCS to You and containing or reproducing these Conditions;

"Services" means the supply of Services ancillary to the sale and supply of the FishSAFE Unit hereunder all as more particularly detailed at Condition 6;

"Warranty Period" means the period of 90 days from the delivery of the FishSAFE Unit.

2 Contract Formation

2.1 The placing of an order (whether orally or in writing) and whether or not based on any Purchase Order shall be deemed to be subject to these Conditions which shall apply to the exclusion of any other provisions contained in any other document issued by you and, in particular, contained in any order sent by You.

2.2 The Contract shall be effected as and when your order is accepted by FLTCS whether orally, in writing or by actings of FLTCS consistent with the existence of a contract of sale or supply.

2.3 No modification or amendment of these Conditions shall be binding upon FLTCS unless agreed in writing by someone duly authorised on behalf of FLTCS.

3 Financial Provisions and Payment

3.1 The Price and handling charge are exclusive of VAT and all other taxes and will be invoiced by FLTCS on delivery of each FishSAFE Unit. Where relevant, delivery costs will be in addition. VAT is payable on the Price and other charges in relation to each FishSAFE Unit.

3.2 Terms for payment of the price and other charges are as stated in the Purchase Order and subsequent FLTCS invoice for payment.

4 Delivery, Risk and Title

4.1 Any times quoted for delivery are to be treated as estimates only not involving any contractual obligation on the part of FLTCS.

4.2 Title to the FishSAFE Unit will not pass to You until (i) You install the FishSAFE Unit and (ii) we have received full payment of the Price and handling charge but risk of loss or damage will pass on delivery. You are advised to insure accordingly. We will not accept any liability for loss of, or damage to, any FishSAFE Unit that occurs after delivery unless such loss or damage is caused directly by our negligence or wilful misconduct.

4.3 Installation of the FishSAFE Unit is your responsibility and must be carried out in accordance with the instructions in the FishSAFE Operations Manual. We will not

accept any liability for incorrect or defective installation and/or any resulting malfunction or non-operation of the FishSAFE Unit except where such installation is carried out strictly in accordance with the FishSAFE Operations Manual.

5 Warranty and Disclaimer

5.1 FLTCS warrants that the FishSAFE Unit delivered pursuant to the contract conforms to the technical specifications agreed between FLTCS and the manufacturer of the FishSAFE Unit for the design, manufacture and supply of FishSAFE Units and that, at the time of delivery and, thereafter throughout the Warranty Period, each FishSAFE Unit will be free of defects in design, materials and workmanship under normal use and operation. This limited warranty is available to You only where You (i) have fully complied with these Conditions including the installation provisions set out at Condition 4.3 and (ii) are the original purchaser/licensed end user. No warranty is given to any other person or entity.

5.2 During the Warranty Period FLTCS will replace any FishSAFE Unit which proves defective in design, materials or workmanship, free of charge, on an exchange basis and otherwise on the conditions set out or referred to at Condition 6 (Maintenance, Repair and Other Services) below or will repair any defective FishSAFE Unit. This is our entire liability and your sole and exclusive remedy and any statutory or other warranty, condition, description or representation, express or implied, as to the state, quality or fitness of the FishSAFE Unit is, to the extent permitted by applicable law, hereby expressly excluded.

5.3 The repair or replacement of any FishSAFE Unit that You may request after the Warranty Period has expired shall be carried out only in

accordance with the repair service arranged by FLTCS through the service provider, C-Map Italy S.r.l. subject to the provisions of Condition 6 (Maintenance, Repair and Other Services) below.

6 Maintenance, Repair and Other Services

6.1 To participate in and/or obtain, as the case may be (i) the repair service which applies for three years after delivery of the FishSAFE units to FLTCS, for rectifying faults and errors that may arise through ordinary use of the FishSAFE Unit and (ii) the spare parts and maintenance service You should refer to, and follow, the procedure set out in the dedicated FishSAFE Unit maintenance section of the FishSAFE website accessible from www.fishsafe.eu. This website is an up to date reference tool for any problems that may arise in connection with the Unit. In the event that You are unable to access this site, please contact the address specified in the FishSAFE Operations Manual. You acknowledge and agree that there is no obligation on FLTCS whatsoever to procure the services noted at this Condition beyond that period.

6.2 It is a material term of these Conditions that the Database provided with your FishSAFE Unit is to be updated by You regularly and promptly following the issue of any Data update. This is your sole responsibility.

You are advised to consult www.fishsafe.eu regularly for the purposes of informing yourself as to the existence and availability of these updates and the updating process.

7 Intellectual Property, Ownership and Licence Grant

7.1 Your rights with respect to Intellectual Property Rights in the FishSAFE Unit are those of a licensee. The Licence granted to

You and through your use of the FishSAFE Unit is a non-exclusive, non-transferable (except in the circumstances identified in Condition 10.1 below) revocable permission to use the software embedded in the FishSAFE Unit and the Data solely for the normal operation of the FishSAFE Unit as an on-board fishing vessel hazard warning device and strictly not as the sole or primary method of navigation of such vessel. In the operation of the FishSAFE Unit You are also required to use Government charts and prudent navigation practices. The validity and duration of your Licence is dependent upon your compliance in full with these Conditions.

7.2 Except as (i) permitted hereunder or by mandatory applicable law or (ii) for the initial loading and other operations necessary for the lawful utilisation of the FishSAFE Unit and the Data, this Contract and the Licence(s) granted do not allow You, or provide You with any rights:

- to copy, reproduce, publish, translate, modify, adapt or reverse engineer the FishSAFE Unit or the Data;
- to sell, transfer or lease the Data or the FishSAFE Unit or to bundle, repackage or include or store the Data or Database (or any extracts therefrom) with any other software or in any other retrieval system;
- to use any of the trademarks of FLTCS or any associated company, including, but not limited to, the trade name "FishSAFE".

8 Exclusions and Limitations of Liability

8.1 The Data (which is provided free of charge) is derived or provided in part from material and information supplied in good faith by third party providers (collectively "Data

Originators") with whom FLTCS has certain procurement arrangements. However, neither we nor such Data Originators have verified the Data nor do we or they warrant that it is accurate or complete or free from errors, omissions or modifications. We do not accept any liability for defects due to incorrect or missing information from such Data Originators.

8.2 Neither we nor our respective agents, suppliers and sub-contractors, accept any liability for loss whether direct, indirect consequential or economic or damage including, without limitation, loss of business or profits resulting from, any defect in, or your operation of, the FishSAFE Unit and/or errors or omissions in, or your use of, the Data (or such operation and/or use by any third party) **except** in respect of death or personal injury caused by our negligence (which, if proved, is not excluded) or to the extent required by applicable law.

8.3 In the event that, notwithstanding the foregoing exclusion of liability, we are found liable to You then our entire liability, in such event, shall not exceed in total £10,000 (ten thousand pounds sterling).

9 Termination Provisions

9.1 Without prejudice to any other rights governed by the Contract, your Licence and any right to receive Services granted hereunder will automatically terminate if You fail to comply with any of the Conditions and such failure, if capable of remedy, is not remedied within the time specified by us in a written notice served on You for that purpose.

9.2 In addition to the loss of your Licence and related rights in terms of the preceding Condition 9.1 upon termination of the

Contract howsoever caused You are required to return all of the Data in whatever format and/or medium it has been supplied to FLTCS or alternatively, to destroy same and including erasing and deleting all, if any, copies of same held by You.

10 Miscellaneous and General

10.1 You are not entitled to assign or otherwise transfer your rights and obligations under this Contract **save that** the Licence may be transferred by You to any subsequent owner of the Vessel on which the FishSAFE Unit is installed and operated subject to Condition 3.4 and provided that such new or subsequent owner undertakes to be bound by, and to comply with, the whole terms and conditions of the Contract.

10.2 If any provision of this Contract shall to any extent be deemed to be void and unenforceable by any court or competent authority of competent jurisdiction, such provision shall be deemed to be deleted from this Contract and the remaining provisions of the Contract shall continue in full force and effect.

10.3 This Contract and the documents referred to in it represent the entire agreement between You and FLTCS in connection with its subject matter and supersedes any prior agreement or arrangement between such parties whether written or oral.

10.4 All matters arising under this Contract shall be determined according to the law of Scotland and the parties submit to the non-exclusive jurisdiction of the Scottish Courts.

V. May 2020

Privacy Notice

What is the purpose of this document?

FLTC Services Limited ("**FLTCS**") is committed to protecting the privacy and security of your personal information.

This privacy notice describes how we collect and use personal information about you in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018

FLTCS is a "data controller". This means that we are responsible for deciding how we hold and use personal information about you. We are required under data protection legislation to notify you of the information contained in this privacy notice.

This notice does not form part of any contract with you. It is important that you read and retain this notice, so that you are aware of how and why we are using such information and what your rights are under the data protection legislation.

Data protection principles

We will comply with data protection law. This says that the personal information we hold about you must be:

1. Used lawfully, fairly and in a transparent way.
2. Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
3. Relevant to the purposes we have told you about and limited only to those purposes.
4. Accurate and kept up to date.
5. Kept only as long as necessary for the purposes we have told you about.
6. Kept securely.

The kind of information we hold about you

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We will collect, store, and use the following categories of personal information about you:

- Personal contact details such as name, title, address, telephone number, email addresses, address for delivery of data concerning oil and gas infrastructure ("**OG Data**") including updates to FishSAFE units and vessel details.

How is your personal information collected?

We collect personal information directly from the FishSAFE Unit Purchase Order Form completed by you and from other communications received from you or your vessel agent.

How we will use information about you

We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

1. Where we need to perform the contract we have entered into with you.
2. Where we need to comply with a legal obligation.
3. Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.

We may also use your personal information in the following situations, which are likely to be rare:

1. Where we need to protect your interests (or someone else's interests).

Situations in which we will use your personal information

We need all the categories of information in the list above primarily to allow us to perform our contract with you and to enable us to comply with legal obligations. In some cases, we may use your personal information to pursue legitimate interests of our own or those of third parties, provided your interests and fundamental rights do not override those interests. The situations in which we will process your personal information are listed below:

- Administration of the sale of FishSafe Units.
- Distribution of OG Data including updates for FishSafe Units.

If you fail to provide personal information

If you fail to provide certain information when requested, we may not be able to perform the contract we have entered into with you, or we may be prevented from complying with our legal obligations.

Change of purpose

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Automated decision-making

Automated decision-making takes place when an electronic system uses personal information to make a decision without human intervention. We are allowed to use automated decision-making in the following circumstances:

1. Where we have notified you of the decision and given you 21 days to request a reconsideration.
2. Where it is necessary to perform the contract with you and appropriate measures are in place to safeguard your rights.
3. In limited circumstances, with your explicit written consent and where appropriate measures are in place to safeguard your rights.

You will not be subject to decisions that will have a significant impact on you based solely on automated decision-making, unless we have a lawful basis for doing so and we have notified you. We

do not envisage that any decisions will be taken about you using automated means, however we will notify you in writing if this position changes.

Data sharing

We may have to share your data with third parties, including third-party service providers and other entities in the group.
We require third parties to respect the security of your data and to treat it in accordance with the law.
We will not transfer your personal information outside the EU.

Why might you share my personal information with third parties?

We will share your personal information with third parties where required by law, where it is necessary to administer the contractual relationship with you or where we have another legitimate interest in doing so.

Which third-party service providers process my personal information?

"Third parties" includes third-party service providers (including contractors and designated agents) and other entities within our group. The following activities are carried out by third-party service providers: processing of purchase order forms for FishSAFE units, administration of the FishSAFE units and the collection, management and distribution of OG Data including the issue of updates for FishSAFE units.

How secure is my information with third-party service providers and other entities in our group?

All our third-party service providers and other entities in the group are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

What about other third parties?

We may also need to share your personal information with a regulator or to otherwise comply with the law. This may include making returns to HMRC.

Transferring information outside the EU

We will not transfer the personal information we collect about you outside of the EEA.

Data security

We have put in place measures to protect the security of your information. Details of these measures are available upon request.
Third parties will only process your personal information on our instructions and where they have agreed to treat the information confidentially and to keep it secure.

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties

who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality. We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

Data retention

How long will you use my information for?

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

Rights of access, correction, erasure, and restriction

Your duty to inform us of changes

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your contractual relationship with us.

Your rights in connection with personal information

Under certain circumstances, by law you have the right to:

- **Request access** to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- **Request correction** of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- **Request erasure** of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).
- **Object to processing** of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.
- **Request the restriction of processing** of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- **Request the transfer** of your personal information to another party.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact the Executive Chairman in writing.

No fee usually required

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

Right to withdraw consent

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact the Executive Chairman. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

Changes to this privacy notice

We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

If you have any questions about this privacy notice, please contact our Executive Chairman, Charles Scott whose contact details are as follows:

Email: charles.scott@ukfltc.com

Telephone: 07798 627863