

General Terms of Business

General Terms of Business for field service, supplies, technical services and custom software of OceanSphere Service Sp. z o.o. Version 2.3, 20 September 2026. Part A applies to every contract with us. Parts B to E apply in addition according to the type of contract. The use of our websites, accounts, the marketplace, directory contact packs and software plans is governed by our [Terms of use](#); where a contract falls under both, these terms prevail for the service, supply or software work and the Terms of use for the online account.

Translations for information: [Deutsch](#) · [Polski](#). The English version is the governing version.

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Part A — Provisions for all contracts

1. Parties, scope and definitions

1.1 These terms apply to all quotes, orders and contracts under which OceanSphere Service Sp. z o.o., ul. Nowogrodzka 31, 00-511 Warszawa, Poland, registered in the National Court Register under KRS 0001211680, NIP PL7011291111 ("OceanSphere", "we", "us"), performs field service on board ships or in yards (Part B), supplies parts and materials (Part C), provides technical consulting, reports or remote support (Part D) or develops software for a customer (Part E).

1.2 In these terms: **"customer"** is the company that concludes a contract with us in the course of its business; **"order"** is the work, supply or service agreed in our order confirmation or, where there is none, in our quote as accepted; **"vessel"** is the ship, or the equipment removed from it, on or for which the work is performed; **"attendance"** is the physical presence of our personnel on board or at a yard; **"report"** is the written record of work performed, findings and, where taken, readings; **"order value"** is the net price of the order where a price is fixed and, for work on a time-and-material basis, the net amount invoiced or invoiceable for the attendance or delivery to which the claim relates and, where a claim relates to more than one attendance or delivery, the one with the highest net amount; **"text form"** means a durable record that reproduces the text and identifies the sender, such as e-mail, without a signature (forma dokumentowa, Art. 77(2) of the Polish Civil Code); **"in writing"** means a document bearing a handwritten or qualified electronic signature (forma pisemna, Art. 78 and 78(1) of the Polish Civil Code). Unless a provision expressly requires the written form, text form is sufficient for every notice and agreement under these terms, except that an agreement on jurisdiction with a customer seated in Poland requires the written form (Article 46 §1 of the Polish Code of Civil Procedure) and is therefore included in the signed order confirmation.

1.3 We contract only with customers that act in the course of their business or profession: shipowners, ship managers, charterers, yards, agents, service companies and other companies. We do not contract under these terms with consumers, nor with natural persons conducting business where the contract is not directly connected with their professional activity.

1.4 Should a contract nevertheless fall within Article 385(5) of the Polish Civil Code, the protection that provision grants remains unaffected. Nothing in these terms limits rights that cannot be limited under mandatory law.

1.5 These terms are made available before the contract is concluded. We refer to them in every quote and order confirmation, attach them as a PDF file, and keep them available for reading, storing and printing at

oceansphere.io/service-terms. For later orders of the same customer it is sufficient that we refer to these terms and to their web address in the quote or order confirmation; the version in force when the order is confirmed applies.

2. Quotes, conclusion of contract and precedence

2.1 A request sent through our website, by e-mail or by telephone is an invitation to quote and does not bind either side.

2.2 Our quotes are valid for 30 days from their date unless they state another period. A quote describes the work as we understood it from the customer's request. Technical information in catalogues, data sheets, drawings, our online equipment library and similar sources describes typical equipment and is not a warranted property of the work or goods unless we confirm it in text form for the specific order.

2.3 A contract comes into being when the customer accepts our quote in text form, when we confirm the customer's order in text form, or when we begin the work or ship the goods with the customer's knowledge. The content of the contract is determined by our order confirmation or, where there is none, by our quote.

2.4 By accepting our quote or by letting us start the work, the customer agrees that these terms govern the contract. If the customer's order refers to or encloses its own standard terms, we declare under Article 385(4) §2 of the Polish Civil Code that we do not intend to conclude the contract on the terms that would result from that provision; the contract is then concluded only when the customer confirms in text form that these terms apply alone, or when we confirm the order and the customer lets us start the work. Purchasing conditions of the customer apply only where we accept them expressly in text form for the specific order. The limits of liability in section 4 are repeated in our order confirmation and form part of the individually agreed content of the contract.

2.5 In case of conflict, the following order of precedence applies: (a) an individual agreement made in text form for the specific order; (b) our order confirmation; (c) our quote; (d) the Part of these terms that applies to the type of contract; (e) Part A of these terms; (f) the Terms of use. Our order confirmation, our quote and these terms together are the entire agreement for the order.

2.6 The customer may not assign claims under the contract to a third party without our consent in text form. We may engage qualified subcontractors and specialists for parts of the work and remain responsible for the work as agreed.

2.7 Information reaching us through intermediaries. Where instructions, specifications, measurements, part numbers, drawings or other information reach us through a vessel's crew, an owner, a ship manager, a charterer, an agent, a broker, a main contractor or any other intermediary, we are entitled to rely on that information as given. We are not liable for omission, misunderstanding, mistranslation, transposition error, delay or inaccuracy arising within that chain. Where we identify a component from photographs, nameplates, drawings or descriptions supplied to us, that identification is a reasoned technical opinion and not a warranty of fitment. The customer remains responsible for verifying fitment before installation.

3. Prices, invoicing, payment and security

3.1 Prices are net prices in the currency stated in the quote, exclusive of value added tax and of any other tax, duty or levy. Where value added tax is not charged because the reverse-charge mechanism applies, the customer accounts for it. Bank charges outside Poland and charges of intermediary banks are borne by the customer.

3.2 Invoices are payable within 30 days of the invoice date, in full and without deduction, by bank transfer to the account stated on the invoice, unless the quote states another period. For a first order, for a customer

seated outside the European Union, and for orders with a significant share of supplied parts, travel or third-party cost, we may require, as stated in the quote, an advance payment of up to 50 per cent of the order value and payment in full of travel and parts cost before mobilisation or shipment. We may waive the advance against a letter of undertaking of the owner or manager. A payment period longer than 60 days from the invoice date is not agreed in any case.

3.3 If the customer is in delay, we may charge statutory interest for late payment in commercial transactions under the Polish Act of 8 March 2013 on counteracting excessive delays in commercial transactions, and the lump-sum compensation for recovery costs under Article 10 of that Act (EUR 40, 70 or 100 according to the size of the claim), without prejudice to further claims. We may suspend further work, withhold supplies and further reports, and refuse orders not yet started, until overdue invoices are paid; such suspension is not a breach of contract on our part. We do not withhold a report or record that is required for the safety of the vessel or of persons on board or for the maintenance of a statutory or class certificate.

3.4 The customer may set off against our claims, or withhold payment on account of, only counterclaims that are undisputed or established by a final judgment or award, except claims arising from our intentional or tortious acts where the law does not permit such restriction. This does not affect the customer's right to withhold payment for work that has not been performed or for goods that have not been delivered.

3.5 Prices in a quote are calculated for the dates and conditions stated in it. If the attendance or delivery takes place more than eight weeks after the date stated in the order confirmation, for reasons not attributable to us, we may adjust the price by the documented change in our published rates, in supplier prices, freight and exchange rates since the date of the quote. Where the adjustment exceeds 10 per cent, the customer may terminate the affected order within seven days after receiving the adjusted price, paying only cost already incurred.

4. Liability

4.1 We are liable without limitation for damage caused intentionally by us, for death or injury to body or health, and in every other case where liability cannot be limited under mandatory law. Section 4.1 does not affect the allocation of risk between the parties agreed in sections 14.4 and 14.8.

4.2 For damage caused by gross negligence of our management or of persons we use to perform the contract, our liability is limited, per order, to twice the order value, but in no case to less than EUR 5,000.

4.3 For damage caused by ordinary negligence, our liability is limited to the direct loss actually suffered and, per order, to the order value. Lost profit (*lucrum cessans*) and indirect loss are excluded, as permitted by Article 361 §2 and Article 353(1) of the Polish Civil Code.

4.4 Within the limits of sections 4.2 and 4.3, the following are excluded, whether they are direct or indirect loss and whatever the legal basis of the claim: (a) loss of use of the vessel, off-hire, demurrage and laytime; (b) loss of charter income, loss of profit and loss of contracts; (c) production and operational downtime; (d) contractual penalties, liquidated damages and claims of third parties owed by the customer; (e) costs of docking, undocking, towage, shifting, pilotage and port dues; (f) costs of dismantling and reassembly beyond the agreed scope; (g) costs of transport, storage and recall; (h) any other consequential loss.

4.5 We are not liable for damage that results from information, documentation, specifications, parts or preliminary work supplied by the customer or third parties, from the condition of the vessel or equipment before our attendance or outside the agreed scope, from instructions of the customer that we carried out against our documented recommendation, or from decisions the customer takes on the basis of our reports without checking the applicable manufacturer and classification documentation.

4.6 The limits in this section apply to claims in contract and, to the fullest extent the law allows, to non-contractual claims (tort) arising from the same facts. Where the customer has a claim against us on more than one legal basis, the limits apply to the claims together, not to each of them.

4.7 The customer undertakes towards us, as a promise for the benefit of a third party (Article 393 of the Polish Civil Code), to assert claims against our employees, our subcontractors and their personnel only within the limits of this section 4, and to procure that its insurers and contractual partners do the same. Our employees and subcontractors may invoke this undertaking directly.

4.8 The customer notifies us in text form, without undue delay after becoming aware of damage and of our possible involvement, of the facts giving rise to a claim, and gives us the opportunity to inspect the equipment and to take part in any survey. Where late notice prevents us from investigating, mitigating or involving our insurers, our liability is reduced by the additional damage that results. Statutory limitation periods are unaffected.

5. Insurance and declaration of value

5.1 We maintain liability insurance for our work and provide a certificate of insurance on request. Section 4 states our contractual limits; it is not a representation that a particular loss is covered by that insurance.

5.2 If the value of the equipment on which we are to work, or the risk connected with the order, is such that a loss could exceed the limits in section 4, the customer informs us in text form before the contract is concluded. We will then quote for higher limits against additional remuneration, or arrange additional insurance for the customer's account on the customer's order in text form.

5.3 We do not insure the customer's vessel, equipment or goods. The customer maintains hull and machinery, protection and indemnity and, where relevant, cargo and equipment insurance in the customary manner.

5.4 The customer procures, where obtainable, that its hull and machinery, protection and indemnity and other insurers waive their rights of subrogation and recourse against us, our employees and our subcontractors to the extent their claims would exceed the limits in section 4, and in any event indemnifies us, our employees and our subcontractors against such recourse beyond those limits.

6. Documents, intellectual property, confidentiality and data

6.1 Quotes, calculations, drawings, procedures, reports, software and other work products we prepare remain ours, and, where they are protected, our intellectual property, unless Part E provides otherwise. The rights of use set out below are granted as a matter of contract, whether or not a document is protected by copyright. The customer may use reports and measurement records for the operation, maintenance, survey, insurance and documentation of the vessel concerned and may pass them to its classification society, flag state, insurers, charterers and financiers for that purpose. Any other reproduction, publication or disclosure requires our consent in text form.

6.2 Each side keeps confidential the technical and commercial information of the other side that it receives in connection with the contract and that is not publicly known, for three years after the end of the contract. Disclosure required by law, by a court, arbitral tribunal or authority, or to a classification society, flag state or insurer, is permitted.

6.3 By way of exception to section 6.2, we may keep and use technical findings, measurement data and photographs from our work in an aggregated form that does not allow the customer, the vessel or its IMO number to be identified, to maintain and improve our technical know-how and reference data. We name the customer or the vessel as a reference only with the customer's consent in text form.

6.4 We process the contact data of the customer's personnel and the data contained in requests, orders and reports to perform the contract, to keep the records required by law and to protect our legal interests. Details are set out in our [Privacy policy](#). Where we process personal data on the customer's behalf, in particular under Part E, the parties conclude a data processing agreement under Article 28 of the General Data Protection Regulation.

6.5 We keep reports, measurement records and the photographs taken during our work for at least five years after the end of the order and provide copies to the customer on request at the cost of reproduction. The customer keeps its own copy of every report handed over.

7. Export control and sanctions

7.1 Our performance is subject to the condition that no export control provision, sanction, embargo or other restriction of the European Union, Poland, the United Nations, the United States or another jurisdiction whose rules apply to the transaction prevents it.

7.2 Each side warrants that it is not itself subject to such a restriction and that it is not aware of any such restriction affecting its bank. The customer further warrants that neither the vessel, its owner, manager, operator or charterer, the flag state, the port of attendance or delivery, nor the intended end use is subject to such a restriction, and informs us at once if this changes, including a change of owner, manager, operator, charterer or flag during an attendance. Licences, end-use statements and other documents required for the transaction are procured by the customer in good time.

7.3 If a restriction applies, arises or is likely to arise, we may suspend performance and, by notice in text form given not later than 90 days after the restriction takes effect and in any event not later than twelve months after the contract was concluded, withdraw from the part of the contract not yet performed. The customer has no claim for damages in that case unless we caused the restriction. Work already performed and cost already incurred, including cost and delay caused by sanctions-related payment screening, are paid for by the customer.

7.4 Neither side offers, gives, requests or accepts, directly or through agents, any payment, gift or advantage intended to improperly influence a decision in connection with the contract, including facilitation payments to port, customs or flag state officials. Each side complies with the anti-corruption laws that apply to it, including Article 296a of the Polish Penal Code, the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act where applicable. A breach entitles the other side to terminate the contract with immediate effect and to claim damages.

8. Force majeure, delay and termination

8.1 Dates for attendance, delivery and completion are estimates unless we confirm a date as binding in text form. A binding date presupposes that the customer has fulfilled its duties under these terms and that all technical questions were settled in time.

8.2 Neither side is responsible for a delay caused by circumstances outside its reasonable control, including changes to the vessel's schedule, port closures, weather, quarantine, epidemics, strikes, unavailability of flights, visas or port passes, delays of suppliers or manufacturers, export or sanctions restrictions, war, piracy and acts of authorities. The affected date is extended by the duration of the hindrance and a reasonable restart period; cost caused to us by the hindrance is charged under Part B or C.

8.3 If a hindrance under section 8.2 lasts longer than eight weeks, either side may terminate the contract with effect for the future as to the part not yet performed, by notice in text form. Work already performed and cost already incurred are paid for.

8.4 If we are responsible for missing a binding date, the customer sets us a reasonable grace period in text form. If it expires without result, the customer may, by notice in text form given within 14 days after its expiry, terminate the contract with effect for the future as to the part not yet performed, and may claim damages only under section 4.

8.5 Where a contract is terminated under these terms, the customer pays for the work performed and the goods delivered up to termination, for cost we have incurred and cannot avoid, and for supplies we have ordered for the customer and cannot return. Termination does not affect sections 4, 6, 7, 9 and 10, which continue to apply.

8.6 For the avoidance of doubt, force majeure includes: failure or delay of our own suppliers, sub-suppliers or manufacturers where equivalent supply cannot reasonably be obtained on comparable terms; discontinuation or withdrawal of a manufacturer's product line; refusal or delay of an export licence; sanctions, embargoes and trade restrictions; port closures, strikes, customs delays and carrier failure; and cyber incidents affecting us or our suppliers.

9. Governing law, dispute resolution and enforcement

9.1 The contract, these terms and every dispute arising out of or in connection with them are governed by the law of the Republic of Poland. This choice of law extends, to the fullest extent permitted by Article 14 of Regulation (EC) No 864/2007 (Rome II), to non-contractual claims arising out of or in connection with the contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

9.2 Where the customer has its seat in a member state of the European Union or of the European Free Trade Association, in the United Kingdom, or in another state that is party to the Hague Convention of 30 June 2005 on Choice of Court Agreements or the Hague Convention of 2 July 2019 on the Recognition and Enforcement of Foreign Judgments, the courts of Warsaw, Poland, have jurisdiction for all disputes arising out of or in connection with the contract. That jurisdiction is exclusive for claims brought by the customer. We may bring claims against the customer also before the courts at the customer's seat.

9.3 Where the customer has its seat in any other state, all disputes arising out of or in connection with the contract are finally settled by arbitration under the Rules of the German Maritime Arbitration Association (GMAA), Hamburg, by a sole arbitrator, with the seat of arbitration in Hamburg, Germany, and English as the language of the proceedings. The arbitration agreement is governed by the law of the Republic of Poland. Where the amount in dispute does not exceed EUR 100,000, the tribunal decides on the documents only unless a party shows that an oral hearing is necessary, and endeavours to render its award within six months of its constitution. Claims for payment of invoiced amounts not exceeding EUR 50,000 are excluded from this arbitration agreement and may be brought by either side before the courts of Warsaw or before the courts at the defendant's seat.

9.4 The criterion in sections 9.2 and 9.3 is the customer's seat at the time the contract is concluded and applies to both sides equally. Neither side has a choice between court and arbitration.

9.5 Nothing in this section limits the right of either side to arrest the vessel, or to seek interim, protective or conservatory measures, before any competent court or authority at the place where the vessel or other assets are located, whether under the International Convention of 10 May 1952 relating to the Arrest of Sea-going Ships or otherwise. Nothing in these terms waives any lien, right of retention or other security right over the vessel, equipment or goods that we have under the applicable law.

9.6 A customer seated outside Poland names, at the latest on our first request, an agent for service of process in Poland; failing that, documents may be served in accordance with Article 1135(5) of the Polish Code of Civil Procedure. In arbitration, service by e-mail to the address used for the order is agreed.

10. Language, amendments and final provisions

10.1 These terms are drawn up in English. Translations are provided for convenience; in case of doubt the English version prevails. A Polish version is available at oceansphere.io/service-terms/pl and a German version at oceansphere.io/service-terms/de. Where the Polish Language Act requires a Polish-language version for a contract, in particular with a state or public-law entity, the Polish version prevails for that contract.

10.2 If a provision of these terms is or becomes invalid or unenforceable, the remaining provisions remain in force. The invalid provision is replaced by a valid provision that comes closest to its commercial purpose (Article 58 §3 of the Polish Civil Code applied accordingly).

10.3 We may amend these terms for future orders. The version in force when an order is confirmed applies to that order. For framework agreements of continuing duration, we notify amendments in text form at least 30 days before they take effect; the customer may terminate the framework agreement with effect from that date if it does not accept them.

10.4 Notices to us are sent to the address stated in our [Legal notice](#) or to the e-mail address used for the order.

Part B — Field service on board and in yards

11. Scope of work, changes and hidden conditions

11.1 The scope of work is the scope described in the order confirmation or quote. Work outside that scope, including inspection or repair of other components discovered during the attendance, is additional work.

11.2 Additional work may be ordered by the master, the chief engineer, the superintendent or another person who appears entitled to act for the customer on board or at the yard. Such orders bind the customer. We record additional work in the daily report.

11.3 Additional work is charged at the rates of the current order or, where no rates are agreed, at the rates stated in our quote for comparable work or at our price list valid when the additional work is ordered, which we provide on request.

11.4 Where opening or dismantling the equipment reveals a condition that was not visible or reasonably discoverable before, we record it in the daily report with photographs where practicable and inform the customer's representative on board or ashore. Such a condition is a pre-existing condition under sections 4.5 and 18.6, whether or not the customer countersigns the record before our departure. Section 13.6 applies to such a record. The same applies where the condition of the equipment, the vessel's schedule, port regulations or other circumstances differ materially from what the order was based on. Both sides agree how to proceed; until then we may suspend the affected work, and time and cost spent because of the condition are charged as waiting time or additional work.

12. Duties of the customer

12.1 The customer provides, at its own cost and in good time: (a) access to the vessel or site, including port passes, gate registration and visas where the customer or its agent can obtain them; (b) gangway, crane and lifting services and lifting gear; (c) cleaning and preparation of the work area, lighting, power, compressed air, cooling and other supplies on board; (d) the assistance of crew as customary for the work; (e) the technical documentation of the equipment, in particular manuals, drawings, previous reports and class findings; (f) a representative on board or ashore who can take decisions on the order.

12.2 The customer ensures that the work can be carried out safely and in accordance with the vessel's safety management system, the applicable port, flag state and yard rules and the manufacturer's instructions. The customer informs us before the work starts about known hazards, including hazardous substances, confined spaces, energised systems and pressurised systems.

12.3 The customer is responsible for the correctness and completeness of the information it gives us and for parts and materials it supplies itself. We inspect customer-supplied parts only visually. Where the customer specifies parts that are not original parts of the manufacturer, it does so at its own risk.

12.4 If the customer does not fulfil these duties, waiting time, additional travel and additional cost are charged under section 13, agreed dates move accordingly, and we are not liable for the consequences of the delay.

13. Working time, rates, waiting time and cancellation

13.1 Unless the quote states otherwise, the rates in the quote apply to a working day of up to 10 hours per engineer, including travel between accommodation and the vessel or site. Hours beyond 10 per day, work on Saturdays, work on Sundays and public holidays at the place of work, and work between 22:00 and 06:00 are charged with a surcharge of 25, 50, 100 and 50 per cent respectively on the hourly rate, unless the quote states other surcharges or a lump sum.

13.2 Travel time is working time and is charged at the rate stated in the quote for travel, or, where none is stated, at the standard hourly rate. Travel cost, accommodation, meals where not provided by the customer, visas, port passes, medical certificates, local transport, tools, consumables, freight of tools and equipment and measures required by authorities or for safety are charged as stated in the quote or at cost.

13.3 Waiting time is time during which our personnel are ready to work but cannot work for a reason not attributable to us, including waiting for the vessel, for access, for permits, for parts or for a decision of the customer. Waiting time is charged at the standard hourly rate, with a minimum of 8 hours per engineer for each calendar day on which our personnel are away from their base at the customer's disposal.

13.4 The minimum charge for an attendance is one working day of eight hours per engineer; for an attendance that requires travel abroad, the travel time and cost incurred plus one working day per engineer. Working time and waiting time on the same calendar day are charged together, in total for not more than the hours between leaving and returning to the accommodation, and with the minimum of eight hours per engineer under section 13.3; the minimum under this section and under section 13.3 is not charged twice.

13.5 The customer may cancel a confirmed attendance at any time before completion (Article 644 of the Polish Civil Code). In that case the customer pays: (a) for work already performed; (b) travel, visa, accommodation and other cost already incurred that we cannot recover; and (c) as remuneration for the time reserved for the attendance, 50 per cent of the remuneration for the reserved days where the notice reaches us between 14 days and 72 hours before the scheduled mobilisation, and 100 per cent where it reaches us less than 72 hours before or after mobilisation has started, in each case less what we actually save by not performing; the customer bears the burden of proving a higher saving. Where the notice reaches us more than 14 days before mobilisation, only (a) and (b) are payable. A postponement of more than 30 days, or a second postponement, counts as a cancellation.

13.6 Working time, travel time and waiting time are recorded in daily time sheets. A time sheet or daily report signed by the master, the chief engineer, the superintendent or another representative of the customer is binding as to the times recorded. Where no signature can be obtained, we send the record to the customer within three working days after the attendance, and it is deemed approved unless the customer objects in text form, stating the reasons, within seven days of receipt.

14. Personnel, safety, riding crew and tools

14.1 Our engineers and specialists work under our technical direction. They follow the vessel's safety management system, the master's authority in matters of safety and the customer's site rules, and they bring personal protective equipment for the work quoted.

14.2 Our personnel may stop or refuse work that cannot be carried out safely, including work that the vessel's condition, weather or crew assistance does not allow. Such a stop is not a breach of contract; time lost is charged as waiting time until the situation is remedied.

14.3 Where the work requires our personnel to stay on board, the customer provides accommodation and meals on board of a reasonable standard, and access to the vessel's medical facilities. Where the vessel sails with our personnel on board, the customer arranges signing on and off in accordance with the flag state's requirements and, as operator, ensures medical care and, where necessary, medical evacuation and repatriation of our personnel while on board. The customer maintains protection and indemnity or equivalent cover for injury, illness, death and repatriation of contractor's personnel on board. Time on board is charged in full, including days on which no work is possible.

14.4 Each side indemnifies and holds harmless the other side against all claims in respect of injury to, illness or death of its own personnel and loss of or damage to its own property, tools and equipment while on board or at the site, regardless of any negligence or breach of duty of the indemnified side, but not where the damage was caused by the indemnified side's intent. Liability towards the injured person under mandatory law is unaffected. This section does not limit our liability under section 4 for damage to the equipment that is the subject of the work.

14.5 Tools, instruments and equipment brought by our personnel remain our property. Where they are exported temporarily, we declare them under an ATA carnet or an equivalent procedure; the customer and its agent assist with customs formalities at the port and bear additional cost caused by a failure to do so. Tools we lend or leave on board on the customer's request are used at the customer's risk and returned in the condition received.

14.6 Where our personnel connect instruments or computers to the vessel's control, monitoring or network systems, the customer confirms that this is compatible with its cyber-security procedures. We are not liable for vulnerabilities or malfunctions of the vessel's systems that existed before the connection.

14.7 For twelve months after the last attendance under an order, the customer does not, without our consent in text form, actively and specifically approach any of our engineers who worked on that order with a view to engaging them, directly or through a third party. This does not apply to public job advertisements, to applications made on the engineer's own initiative, or where we consent. For each breach the customer pays a contractual penalty of EUR 10,000, limited to EUR 30,000 in the aggregate per order (Article 483 of the Polish Civil Code), without prejudice to further claims where the damage is higher.

14.8 The customer indemnifies us, our employees and our subcontractors against all liability for pollution, contamination, wreck removal, and fire or explosion damage emanating from the vessel, however caused, save where caused by our intent or gross negligence. This indemnity applies in addition to and outside the limits in section 4.

15. Where we work as subcontractor

15.1 Where the customer is itself a contractor of the vessel's owner, manager or operator, the customer discloses to us, before the work starts, any provisions of its own contract on liability, insurance, liens, working hours or acceptance that are more onerous than these terms. Provisions that are not disclosed do not bind us.

15.2 The customer procures that the owner, manager and operator of the vessel accept that our liability towards them, in contract or in tort, is subject to the same limits and exclusions as in section 4, and indemnifies us against claims of the owner, manager and operator that exceed those limits.

15.3 In every case, the customer indemnifies us, our employees and our subcontractors against claims of third parties, including the owner, other contractors, port and flag state authorities and the crew, that arise from information given by the customer, from the condition of the vessel or equipment outside the agreed scope, from a breach of sections 7, 12 or 14.3, or from the use of our reports contrary to section 17.4, except to the extent the claim results from our own intent or gross negligence.

16. Sea trials and start-up

16.1 Any test run, sea trial or first start-up after our work is carried out under the command and operational responsibility of the master and the chief engineer. Our role is limited to monitoring and advising on the equipment we worked on; we do not take navigational or operational control of the vessel.

16.2 The customer carries out such tests only after the vessel's own checks have been completed. If the customer proceeds before, it does so at its own risk and indemnifies us against the consequences.

17. Reports and acceptance

17.1 On completion of the work we hand over a report describing the work performed, the findings and, where measurements were taken, the readings. The report is countersigned on board by the master, the chief engineer, the superintendent or another representative of the customer.

17.2 The countersignature confirms that the work described was performed. Defects in the workmanship that are visible on completion must be noted on the report or notified to us in text form within seven days of the signature; defects not so notified are deemed accepted and the customer's rights in respect of them lapse, except where we fraudulently concealed the defect. Where no countersignature can be obtained, the report is deemed accepted seven days after we sent it, unless the customer notifies defects in text form within that period. Section 18.3 applies to defects that become apparent later.

17.3 Measurements are taken with calibrated instruments where the work requires it and are reported for the customer's information. Limits and tolerances stated in a report are taken from the manufacturer's documentation made available to us; where none was available, the report says so and the readings are reported without assessment.

17.4 Our reports document the condition found and the work performed at the time of attendance. They are not a classification survey, a condition survey or a certificate, and do not replace surveys, certificates or approvals of a classification society, a flag state or a manufacturer.

17.5 Evidential status of our reports. Our inspection reports, measurement and clearance records, balancing reports, photographic records and service reports record the condition of the equipment at the time the work was performed and constitute prima facie evidence of that condition. The date on which a report is issued does not affect the date on which the work was completed, the goods were delivered or risk passed.

18. Warranty for workmanship

18.1 Between businesses, the statutory warranty for defects (rękojmia) under the Polish Civil Code is excluded and replaced by this section 18, as far as the law allows and except where we have fraudulently concealed a defect. This section applies accordingly where the work performed is a service rather than a work with a defined result.

18.2 We warrant that the work is performed with the care of a professional marine service company, in accordance with the manufacturer's instructions made available to us and good marine engineering practice, for six months from the countersignature of the report or, where there is none, from the day we sent it.

18.3 The customer notifies a defect to us in text form without undue delay after discovering it, describes it, and gives us the opportunity to inspect and remedy it. If the customer or a third party repairs or alters the work before we had this opportunity, our warranty for that defect lapses, unless the repair was necessary for reasons of safety, class requirements or the safe operation of the vessel and the customer informed us at once.

18.4 We remedy a defect, at our choice, by re-performing the affected work or by repairing or replacing the affected part. Replaced parts become our property. If remedy fails twice, is refused or is unreasonably delayed, the customer may, by notice in text form given within 30 days after the second failure, refusal or expiry of a reasonable period, reduce the price for the affected work or, where the defect is substantial, terminate the contract as to the affected work.

18.5 We bear the cost of remedy at the place where the work was performed. Where the vessel is at another location, the customer bears the additional cost of travel, accommodation, waiting time, access, docking and lifting, unless the defect was caused by our gross negligence or intent. This section governs the allocation of cost of remedy; section 4 governs liability for damages and is unaffected.

18.6 The warranty does not cover: (a) normal wear and tear; (b) damage caused by operation outside the manufacturer's instructions, by overloading, by unsuitable fuel, lubricant or cooling medium, or by lack of maintenance; (c) defects in parts or materials supplied or specified by the customer; (d) damage caused by third parties or by the crew after handover; (e) consequences of pre-existing conditions of the equipment, including conditions recorded under section 11.4, that were outside the agreed scope; (f) work that we performed on the customer's express instruction against our documented recommendation.

18.7 Other claims of the customer arising from defects, in particular for damages, are governed exclusively by section 4.

18.8 Work previously performed by others. We are not responsible for defects, deficiencies, incorrect workmanship, incorrect balancing, unsuitable parts, hidden damage or failure arising from repair, overhaul, modification, reconditioning or maintenance carried out by others before our involvement. Our inspection or repair of equipment is not an acceptance of, and implies no assumption of responsibility for, work previously performed by others. Where we recommend further work and that recommendation is not followed, we are not liable for consequences attributable to the omitted work.

Part C — Supply of parts and materials

19. Delivery, risk and dates

19.1 Unless a delivery term is agreed, parts and materials are delivered FCA (Incoterms 2020) our warehouse or the supplier's works, excluding packing, transport insurance, import formalities and customs. The customer procures and provides us with the export declaration and the proof of export or of intra-Community delivery; failing that, we may invoice Polish value added tax. Where we arrange transport on the customer's request, we do so as the customer's agent and at the customer's cost and risk.

19.2 Delivery dates are estimates and are subject to availability from the manufacturer or supplier. Partial deliveries are permitted where they are reasonable for the customer. Risk passes to the customer on delivery under the agreed delivery term.

19.3 Goods that are dangerous goods are declared, packed and shipped in accordance with the applicable transport regulations at the customer's cost.

20. Returns and special orders

20.1 Goods delivered in accordance with the order are taken back only with our consent in text form, in unused condition and original packing, within 30 days of delivery, against a restocking charge of 20 per cent of the net price; return freight is borne by the customer.

20.2 Parts that are procured, manufactured or modified specifically for the customer's order cannot be cancelled after we have placed the order with the supplier, and are not taken back.

21. Warranty for supplied parts

21.1 Section 18.1 applies accordingly. For parts and materials we supply, we warrant freedom from defects in material and workmanship for twelve months from delivery; where the manufacturer grants a longer warranty, we pass it on to the customer to the extent we can. Where we supply parts in the condition "used", "overhauled" or "as removed", the warranty is limited to the description given in the quote.

21.2 The customer examines the goods on delivery and notifies visible defects, shortfalls and transport damage in text form within seven days of delivery, and hidden defects without undue delay after discovery, giving us the opportunity to inspect the goods. Defects not notified within these periods are deemed accepted and the customer's rights in respect of them lapse, except where we fraudulently concealed the defect. Sections 18.3 to 18.7 apply accordingly to supplied parts.

21.3 Preservation and opportunity to inspect. Before any dismantling, repair, modification, replacement, testing or examination by a third party is undertaken on an item said to be defective, we shall be given a reasonable opportunity to inspect it, remotely or physically. The customer shall preserve the item in the condition in which the defect was found. Where this opportunity is not given, the claim is excluded — save where preservation was not possible for reasons of safety, class requirements or the safe operation of the vessel. Defects shall be notified in text form without undue delay and in any event within seven days of discovery.

22. Retention of title

22.1 Parts and materials we supply remain our property until the price for those goods has been paid in full (Article 589 of the Polish Civil Code). The retention of title is recorded in writing in the order confirmation signed by the customer.

22.2 For deliveries with a net value above EUR 5,000, the customer, on our request made before delivery, has the signed order confirmation given a certified date by a notary (data pewna, Article 590 §1 of the Polish Civil Code) so that the retention is effective against the customer's creditors; the cost is borne by the customer. Until then, section 22.1 applies between the parties.

22.3 The customer may install and use the goods in the ordinary course of its business. In case of delay in payment we may demand the return of goods not yet installed, and the customer grants us access for that purpose.

22.4 The customer assigns to us, by way of security, its claims against third parties arising from the resale or installation of the goods, up to the invoiced amount, and may collect them until we revoke that authority in text form because of delay in payment.

Part D — Technical consulting, reports and remote support

23. Basis and use of our advice

23.1 Technical consulting, desk-based assessments, remote support and reports prepared without attendance are based on the information, documents, photographs and readings the customer provides. We do not verify that information unless the order expressly includes verification, and our advice is given on the assumption that it is complete and correct.

23.2 Section 17.4 applies to every report and assessment we prepare. Our advice supports the customer's decision; the decision, and the responsibility for the operation of the vessel, remain with the customer, its master and its chief engineer.

23.3 Remote support is provided during the hours stated in the quote. Where we give instructions to the crew remotely, the customer ensures that only qualified personnel carry them out and that the vessel's safety procedures are followed. Sections 4 and 18 apply accordingly.

Part E — Software developed for a customer

24. Custom software and hosted solutions

24.1 Where we develop, adapt or host software for a customer, the scope, milestones, acceptance criteria, remuneration and the term of any hosting or maintenance are agreed in the order. Unless the order provides otherwise, we grant the customer a non-exclusive, non-transferable right to use the software for its own business for the term agreed; the source code and all intellectual property remain with us, and we may reuse general know-how, components and tools that are not specific to the customer.

24.2 Where we host the software or process data in it, we do so as processor for the customer under a data processing agreement, with the availability, backup and support levels stated in the order. On termination, the customer may export its data in a common format within 30 days, after which we delete it unless the law requires retention.

24.3 Sections 18.1 and 18.3 to 18.7 apply accordingly to software; our liability for defects in title is limited to procuring the right to continued use or replacing the affected component. Section 4 applies, except that for software our liability is limited, per claim and in the aggregate per calendar year, to the remuneration paid in the twelve months preceding the event and in no case to more than EUR 50,000. We do not warrant that software is free of errors; we correct reproducible errors that materially affect the agreed functions within the maintenance agreed in the order.

24.4 On the customer's request and against a separate fee, we deposit the source code with an escrow agent under conditions to be agreed, so that the customer can continue to operate the software if we cease business.

OceanSphere Service Sp. z o.o., Warsaw. General Terms of Business, Version 2.3, 20 September 2026. This version replaces version 2.2 of 19 September 2026, which applies to orders confirmed while it was in force. The [previous version of 15 September 2026](#) remains applicable to orders confirmed before this version took effect.