

## TERMS AND CONDITIONS FOR MEMBERSHIP

### Definitions

For the purposes of this agreement "GUH" shall mean Global Underwater Hub, (hereinafter referred to as GUH), a not-for-profit trade association, located at its offices at 1 Abercrombie Court, Arnhall Business Park, Westhill, AB32 6FE.

Customer shall mean any party paying a membership subscription (service).

The current rates shown are displayed on our website and are fixed until the end of the year. Membership fees will be invoiced following approval of your application. Fees are shown excluding VAT at the standard rate.

Ordinary Membership of the Company shall be open to companies with an operational base in the United Kingdom, which are engaged in any aspect of subsea technology or ocean related technology or underwater technology. Membership scales are based on number of employees working with the company.

Employees are counted as members of staff on the payroll and contractors who have been working with the company for three months or more.

Overseas Membership of the company shall be open to companies with no operational base in the UK, which are engaged in any aspect of subsea technology or ocean related technology or underwater technology. Membership scales are based on number of employees working with the company. Employees are counted as members of staff on the payroll and contractors who have been working with the company for three months or more.

### The Agreement

All orders for services are accepted by GUH subject to these terms and conditions of sale. No other terms will apply to the supply of services unless agreed in writing by GUH.

This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.

No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that term, provision or condition or any other term, provision or condition of this Agreement.

The Customer may not assign, charge, sub-contract or otherwise transfer this Agreement, or any of his rights or obligations arising under this Agreement. Any attempt by the customer to do so shall be null and void. GUH may assign, charge, sub-contract or otherwise transfer this Agreement, or any of our rights or obligations arising under this Agreement, at any time – providing such action does not serve to reduce the guarantees benefiting the customer under this Agreement.

This Agreement may only be varied by an instrument in writing signed by both GUH and the Customer. GUH may at its sole discretion revise these terms from time-to-time without prior notification.

This Agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under this Agreement is not subject to the consent of any person who is not a party to this Agreement.

### Prices

Membership shall be subject to the scale of fees as detailed on GUH's website.

Prices are GUH prices ruling at the date of placement of order. All prices quoted are net of taxes including, but not limited to, VAT, importation duty and other levies that may be applicable.

If extra expense is incurred as a result of the Customer's instructions, GUH shall be entitled to recover such extra expense from the Customer.

## Placement of Order

Orders shall be placed by completing registration online and submitting a booking form and returning it signed by an authorised person, accompanied by a valid purchase order reference. This order shall be binding, and the customer shall be liable for payment in full upon placement of order.

The customer is responsible for ensuring the accuracy of information on the registration form, including company name and address, contact details and company information.

## Confirmation of Order

After receiving an order GUH shall acknowledge receipt and shall invoice the amount payable to the customer.

GUH reserves the right to decline any order that in its sole belief is inappropriate, may cause offence or harm, or is not relevant to the order.

## Terms of Payment

All sales of services shall be chargeable at the time of booking, and an invoice shall be submitted by GUH to the customer. Payment terms are 100% on order placement, payable within 30 days from date of invoice. In the event that payment is not received within 30 days, GUH reserves the right to put the membership benefits on hold until payment is received. Members will also lose access to the Members' Centre and other membership services, including

### SubsealIntel:

- 30 days after their membership has lapsed unless they have been invoiced.
- 30 days from the date of their invoice (only if invoice date is after membership end date)

Payment may be made by cheque, bank transfer or by credit card facilities.

## Change of Order & Cancellation

In the event that the customer wishes to alter their membership status, then this shall be subject to the agreement of GUH. Membership is paid for the full calendar year and is non-refundable.

## Risk & Liability

Except as expressly provided in these terms and conditions of sale all implied warranties, terms and conditions (whether statutory or otherwise) are excluded to the fullest extent permitted by law.

GUH shall not be held liable for any loss, whether material or otherwise, except where required by law, for any act or omission in relation to this contract.

The customer shall be responsible for insuring their property for all risks, and GUH shall be indemnified for any and all claims in relation to the customer's property or actions.

Every member of the Company undertakes to contribute such amount as may be required (**not exceeding one pound**) to the Company's assets if it should be wound up while still a member or within one year after ceasing to be a member, for payment of the Company's debts and liabilities contracted before ceasing to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

Members can access the [GUH Memorandum of Association](#) via the Members' Centre on the GUH website.

## Proceedings at General Meetings

Ordinary Members shall be entitled to receive notices of and attend meetings of the Company, apart from meetings of the Board and shall be entitled to vote and to nominate any individual to be a Board Member. Each Ordinary Member shall be entitled to nominate a specific individual to be their Member's representative to attend meetings of the Company to represent their interests.

Every Member shall have one vote and no more. All votes shall be given personally or by the duly authorised representative of the Member in terms of Articles 5, 6 or 7 or by the alternate in terms of Article 8 or by proxy for the Member. In the case of an equality of votes, the Chairman shall on a show of hands or a poll (as the case may be) have a second or casting vote.

**Force Majeure**

a. If the performance of the contract shall be delayed by any circumstances or conditions beyond the control of GUH including (but without prejudice to the generality of the foregoing): war, industrial disputes, strikes, lockouts, riots, fire, storm, Act of God, accidents, non-availability or shortage of materials or labour, any statute, rule, by law, order or requisition made or issued by any Government or Government Department, local or other duly constituted authority, then GUH shall have the right to suspend further performance of the contract until such time as the cause of the delay shall no longer be present.

b. If the performance of the contract by GUH shall be prevented by any such circumstances or conditions beyond the control of GUH, then GUH shall have the right to be discharged from further performance of and liability under the contract. If GUH exercises such right the Customer shall thereupon pay the contract price.

**Enforceability**

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

**Prevailing Law**

The contract shall be subject to and interpreted in accordance with the laws of Scotland and both GUH and Customer agree to submit to the non-exclusive jurisdiction of the Scottish courts.