

# HMARINE

ELECTRONICS E-PROPULSION NAVIGATION HYDROGEN

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DOCUMENT DATE AND TIME

AUTHORISED BY

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DOCUMENT TITLE

**H MARINE**

**TERMS OF SERVICE**

# TERMS OF SERVICE

## 1. Introduction

### 1.1. Agreement Scope

This Terms of Service Agreement ("Agreement") is entered into by and between H Marine Pty Ltd ("H Marine", "we", "our", or "us"), a proprietary limited company registered in Australia, and any individual or entity ("User", "Customer", or "you") who accesses, utilizes, or engages with our products, services, or website located at <https://www.hmarine.au>, including any of its subdomains, affiliated pages, or associated digital platforms.

### 1.2. Acceptance of Terms

- 1.2.1. By using our services, you confirm that you have read, understood, and agree to these terms. If you do not agree, you must stop using our services immediately.

## 2. Scope of Services

### 2.1. Service Offerings

- 2.1.1. H Marine provides comprehensive marine electrical services within the Commonwealth of Australia, including but not limited to, installation, maintenance, and repair of navigation systems, communication equipment, propulsion electrical systems, battery banks, charging systems, and general vessel wiring.

- 2.1.2. We offer the sale of **electronic equipment** through our online platform.

- 2.1.3. We further engage in **research and development** pertaining to hydrogen propulsion technology and associated intellectual property.

### 2.2. Applicability

- 2.2.1. This Agreement governs the entirety of the relationship between H Marine and all parties engaging with our services, whether in the capacity of a customer, business partner, or website visitor. ale of electronic equipment through our online platform.

### 2.3. Subcontractors

- 2.3.1. H Marine reserves the right to engage qualified subcontractors to perform certain services under this Agreement. The use of subcontractors will not diminish H Marine's responsibility for the quality of the services provided.

## 3. Website & Digital Services

### **3.1. Online Transactions**

- 3.1.1. Upon activation of our online store, all procurements and transactions will be subject to this Agreement, including specific terms regarding order placement, confirmation, estimated shipping times, delivery methods, and any associated costs, which will be detailed on the product pages or during the checkout process..

### **3.2. Data Collection & Security**

- 3.2.1. H Marine collects and securely stores personal information in strict compliance with the Privacy Act 1988 (Cth), the Australian Privacy Principles, and other applicable Australian data protection laws. For full details on how we collect, use, store, and protect your personal information, please refer to our dedicated <https://www.hmarine.au/policies/privacy>.
- 3.2.2. Payment transactions are processed exclusively through third-party providers, including Stripe and PayPal.
- 3.2.3. H Marine shall not retain any payment information and assumes no liability for any security breaches or compromise of data by these third-party payment service providers.

## **4. Customer Responsibilities and Site Conditions**

- 4.1. The Customer warrants that the vessel, premises, or site where services are performed are structurally sound and free from undisclosed hazards, defects, or dangerous goods that may compromise the safety of H Marine personnel or equipment. The Customer shall indemnify and hold harmless H Marine against any losses, damages, or costs resulting from pre-existing or undisclosed conditions, defects, or non-compliance of the Customer's vessel or property. Furthermore, the Customer shall ensure safe, clear, and unimpeded access to the designated work area at the agreed-upon times. H Marine reserves the right to charge the Customer for any unproductive time or delays (*stand-down time*) incurred due to failure to meet these access or safety requirements.
- 4.2. The Customer further indemnifies and holds harmless H Marine against any losses, damages, or costs arising from any claim that materials (e.g., designs, specifications) provided by the Customer infringe upon the intellectual property rights of a third party.
- 4.3. H Marine is committed to environmentally responsible practices. Disposal of old equipment, batteries, and hazardous materials will be conducted in accordance with relevant Australian environmental regulations. Customers may be responsible for specific disposal costs, which will be communicated prior to service.

## **5. Billing & Financial Provisions**

### **5.1. Invoicing and Remittance Terms**

#### **5.1.1. Payment Due Date**

5.1.1.1. Unless expressly stipulated otherwise in a written instrument executed by both parties, all invoices issued by H Marine are due and payable in full within seven (7) calendar days from the date of issue.

#### **5.1.2. Methods of Payment**

5.1.2.1. Remittance instructions are detailed at the foot of your invoice. Card payments are accepted via our processing partner, ServiceM8, which utilizes the Stripe platform. A unique, secure electronic payment link will be transmitted to you via both electronic mail and text message concurrently with the official invoice document.

#### **5.1.3. Default, Fees, and Collections**

5.1.3.1. Should an invoice remain outstanding for ten (10) days subsequent to the original due date, H Marine reserves the unequivocal right to levy a late-payment fee. This fee shall be calculated at seven percent (7%) of the total outstanding invoice sum. In the event an invoice remains delinquent for thirty (30) days, the entire outstanding balance, inclusive of all accrued late-payment fees, shall be immediately referred to our designated collections agency for recovery. All costs, disbursements, and legal fees incurred in the pursuit of collection shall be added to the Customer's outstanding liability

### **5.2. Estimates and Price Variability**

#### **5.2.1. Nature of Estimates**

5.2.1.1. Any document furnished to the Customer that is unequivocally designated as an "Estimate" does not constitute a fixed price contract or a binding financial commitment. It is proffered in good faith as a financial projection and remains subject to modification.

#### **5.2.2. Equipment and Material Costs**

5.2.2.1. Estimated costing for equipment and materials is predicated upon prevailing pricing from our suppliers at the time of creation. These costs are subject to change without prior notice based on fluctuations in supplier pricing. The final invoice shall reflect the actual costs of materials and equipment procured for the project.

#### **5.2.3. Labor Costs**

5.2.3.1. The labor component of the Estimate is a projection only. The final charge for labor shall be determined by the actual time expended on site in the completion of the scope of work, which may vary from the estimated time.

#### **5.2.4. Disregard of "Quote" Terminology**

5.2.4.1. Notwithstanding any incidental use of the term "Quote" by our automated systems, correspondence, or supporting documentation, this term shall be wholly disregarded. The operative document is solely that designated as an Estimate, and it shall be recognized and governed exclusively by the conditions set forth in this section.

### **5.3. Retention of Title and PPSA Security**

5.3.1. H Marine retains title and ownership of all supplied goods, equipment, and components until the corresponding invoice is paid in full, even after installation.

5.3.1.1. Failure to remit payment may empower H Marine to enter the Customer's premises or vessel to repossess and remove the unpaid goods without prior notice, and H Marine shall not be liable for any resulting damages.

5.3.2. The customer acknowledges and agrees that this clause creates a security interest in the supplied goods for the purposes of the Personal Property Securities Act 2009 (Cth) (PPSA).

5.3.3. The Customer grants H Marine the right to register its security interest on the Personal Property Securities Register (PPSR) and waives its right to receive a copy of any verification statement.

### **5.4. Emergency Services**

5.4.1. Emergency call-out services are available subject to technician availability and will incur an additional fee. Details regarding emergency service requests and response times will be provided upon inquiry.

## **6. Warranty of Products and Services**

### **6.1. Manufacturer's Warranty**

6.1.1. All new products installed shall convey the benefit of the **manufacturer's warranty**, the terms of which are stipulated on the respective manufacturer's official website.

### **6.2. H Marine Warranty Policy**

6.2.1. Marine provides **no warranties in addition to or exceeding** those specified by the manufacturer.

6.2.2. Further particulars concerning product returns and refunds are delineated within our **Returns Policy**, available at <https://www.hmarine.au/policies/returns>.

## **7. Limitation of Liability and Disclaimers**

### **7.1. Compliance with Consumer Law**

7.1.1. H Marine provides all services and products in accordance with all relevant provisions of the **Australian Consumer Law**.

7.1.2. Nothing in this Agreement is intended to exclude, restrict, or modify any rights or remedies you may have under the Australian Consumer Law, including consumer guarantees that cannot be excluded by contract.

### **7.2. Liability Limitations**

7.2.1. H Marine shall not be held liable for any damages or losses arising from the Customer's misuse, unauthorized modifications, or resale of our products and services.

7.2.2. We do not warrant that our website or services shall operate without interruption or be entirely free from technical errors.

7.2.3. H Marine shall not be accountable for any incidental, consequential, or indirect damages stemming from the utilization of our services, save where such limitation is strictly prohibited by statute.

### **7.3. Force Majeure**

7.3.1. H Marine shall not be deemed to be in breach of this Agreement, nor shall it be liable for any failure to perform, or delay in performance, of any of its obligations hereunder, if and to the extent such failure or delay is caused by events beyond the reasonable control of H Marine. Such events shall include, without limitation: acts of God, extreme weather events, war, terrorism, labour disputes, government action, pandemics, global supply chain disruptions, or the failure of third-party suppliers to deliver materials on time. The time for performance of such obligations shall be extended for a period equal to the duration of the event of Force Majeure.

7.3.2. During the period of a Force Majeure event, payment obligations may be suspended or adjusted by mutual written agreement of both parties, provided that H Marine shall be entitled to payment for services rendered and materials supplied up to the commencement of the Force Majeure event.

## 7.4. Insurance

7.4.1. H Marine maintains appropriate public liability.

7.4.2. Customers are responsible for ensuring their vessel and property are adequately insured against loss, damage, or theft during the provision of services.

## 8. Termination Of Services

### 8.1. Right to Terminate

8.1.1. H Marine reserves the right to terminate the provision of services at its sole and absolute discretion.

### 8.2. Consequences of Termination

8.2.1. Where a refundable deposit is applicable, H Marine shall issue a refund in accordance with its then-current policies. Should a User be found to have engaged in misconduct, malpractice, or any activity that contravenes these Terms, H Marine may effect termination of services without prior notice. The Company shall be indemnified against any and all losses incurred due to such termination.

8.2.2. Misconduct includes, but is not limited to, breach of confidentiality, unauthorized use of H Marine's intellectual property, or any act that brings H Marine into disrepute. Malpractice refers to professional negligence or a failure to exercise the degree of skill and care that would be expected of a reasonably competent marine electrical service provider.

## 9. Intellectual Property and Confidentiality

### 9.1. Ownership of Intellectual Property

9.1.1. H Marine is engaged in the development of proprietary technology within the hydrogen sector.

9.1.2. Any patents, research outputs, designs, or intellectual property created or owned by H Marine shall remain the **exclusive, sole property of H Marine**.

9.1.3. Any unauthorized use, reproduction, or distribution of such proprietary information is strictly prohibited and actionable at law.

### 9.2. Proprietary Commercial Information and Confidentiality Obligations

9.2.1. All pricing structures, including, but not limited to, **labor rates, equipment charges, fixed-fee schedules, and discounted rates** provided to the Customer, are deemed **Proprietary Commercial Information** of H Marine.

9.2.2. By engaging with our services, the Customer agrees that this Proprietary Commercial Information shall be kept strictly confidential and shall **not be disclosed, disseminated, or shared** with any third party without the prior express written consent of H Marine.

9.2.3. This confidentiality obligation does not extend to general installation services, which fall within the ambit of standard professional business conduct, but explicitly covers all financial terms of the engagement.

### **9.3. R&D Intellectual Property and Indemnity**

9.3.1. Where the scope of work involves R&D, the Customer acknowledges that any **Background Intellectual Property (IP)** of H Marine (including existing patents, proprietary data, and methodology) utilized during the project remains the exclusive property of H Marine.

9.3.2. If the Customer supplies H Marine with any designs, specifications, or plans, the Customer warrants that these materials do not infringe upon any third party's IP rights and shall **indemnify H Marine** against any claim, loss, or expense arising from any such infringement allegation related to the Customer's materials.

9.3.3. The Customer is solely responsible for compliance with any third-party software licensing terms related to equipment installed by H Marine.

## **10. User Responsibilities and Prohibited Activities**

### **10.1. Warranty Limitations**

10.1.1. Warranty coverage shall be deemed **null and void** if products are modified subsequent to installation by any party other than H Marine personnel.

### **10.2. Prohibited Conduct**

10.2.1. The User shall not resell, alter, or distribute proprietary technology without the prior express written authorization of H Marine.

10.2.2. The User shall not engage in fraudulent, unlawful, or abusive activities in connection with H Marine's services.

10.2.3. Any breach of these clauses may result in the immediate termination of services and potential legal recourse.

## **11. Governing Law and Dispute Resolution**

### **11.1. Jurisdiction**

11.1.1. This Agreement shall be governed by and construed in strict accordance with the laws of the Commonwealth of **Australia**.



## 11.2. Dispute Resolution

11.2.1. Any disputes arising from or in connection with this Agreement shall be subject to resolution in accordance with applicable Australian dispute resolution standards.

11.2.2. By utilizing our services, you hereby submit to the exclusive jurisdiction of the Australian courts for any legal proceedings related to this Agreement.

## 12. Amendments to this Agreement

### 12.1. Right to Modify Terms

12.1.1. H Marine reserves the right to unilaterally **modify or amend** these Terms of Service at any time.

### 12.2. User Acknowledgement

12.2.1. Continued utilization of our services following the publication of updated terms shall constitute the User's binding acceptance of the revised Agreement.

12.2.2. Users are strongly encouraged to periodically review these Terms to remain fully informed of any amendments.

## 13. Severability

13.1. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, and the remainder of the Agreement shall continue in full force and effect.

## 14. Entire Agreement

14.1. This Agreement constitutes the entire agreement between H Marine and the Customer with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter

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## Contact Us

If you have any questions or concerns about this policy, please contact us [here](#).