

WEBSITE TERMS AND CONDITIONS OF USE

Effective Date March 15, 2014

Please read these Website Terms and Conditions of Use carefully before using the website. Using the website indicates that you accept these Website Terms and Conditions of Use. If you do not accept them please do not use the website.

This website is owned and operated by Pharos Marine Automatic Power Inc. (PMAPI), whose registered office is at W. Little York Rd., Houston, TX, USA (registered in the US "Pharos Marine Automatic Power Inc."). For the purposes of these Website Terms and Conditions of Use, "Website" means all websites owned and/or operated by PMAPI or the PMAPI Group Companies.

Content

While PMAPI endeavors to ensure that the information on the Website is correct, PMAPI does not warrant the accuracy and completeness of the material on the Website. PMAPI may make changes to the material on the Website, or to the products and prices described in it, at any time without notice. PMAPI may also modify these Website Terms and Conditions of Use at any time, and such modification shall be effective immediately upon posting on this Website. Accordingly, your continued access or use of this Website is deemed to be your acceptance of the modified Website Terms and Conditions of Use.

Intellectual Property

You are permitted to print and download extracts from the Website for your own use providing that no documents or related graphics on the Website are modified in any way, no graphics on the Website are used separately from the corresponding text and PMAPI's copyright and trade mark notices and this permission notice appears in all copies.

Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation photographs and graphical images) are owned by PMAPI or its licensors.

Any use of extracts from the Website other than in accordance with these Website Terms and Conditions of Use, for any purpose, is prohibited without the written permission of PMAPI.

Service Access

While PMAPI endeavors to ensure that the Website is normally available 24 hours a day, PMAPI shall not be liable if for any reason the Website is unavailable at any time or for any period. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond PMAPI's control.

Links To and From Other Websites

Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. PMAPI has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. PMAPI therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

Disclaimer

The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, PMAPI provides you with the Website on the basis that PMAPI excludes all representations, warranties, conditions and other terms which, but for these Website Terms and Conditions of Use, might have effect in relation to the Website.

10810 W. Little York Rd.
Suite 130
Houston, TX 77041-4051

P.O. BOX 801057
Houston, TX 77280-1057

Phone: +1-713-228-5208
Fax: +1-713-228-3717

sales@automaticpower.com

www.automaticpower.com

WEBSITE TERMS AND CONDITIONS OF USE

(CONTINUED)

**10810 W. Little York Rd.
Suite 130
Houston, TX 77041-4051**

**P.O. BOX 801057
Houston, TX 77280-1057**

**Phone: +1-713-228-5208
Fax: +1-713-228-3717**

sales@automaticpower.com

www.automaticpower.com

Liability

PMAPI AND ANY OF PMAPI'S GROUP COMPANIES AND THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS OR AGENTS OF ANY OF THEM, EXCLUDE ALL LIABILITY AND RESPONSIBILITY FOR ANY AMOUNT OR KIND OF LOSS OR DAMAGE THAT MAY RESULT TO YOU OR A THIRD PARTY (INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, PUNITIVE, MULTIPLE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES), OR ANY LOSS OF INCOME, PROFITS, GOODWILL, DATA, CONTRACTS, USE OF MONEY, BUSINESS INTERRUPTION OR LOSS OR DAMAGES, WHETHER IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), CONTRACT OR OTHERWISE, ARISING FROM OR CONNECTED IN ANY WAY TO THE WEBSITE AND/OR THE CONTENT AVAILABLE ON THE WEBSITE OR THE USE, INABILITY TO USE OR THE RESULTS OF USE OF THE WEBSITE OR ANY WEBSITES LINKED TO THE WEBSITE OR THE MATERIAL ON SUCH LINKED WEBSITES, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE DUE TO VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT, SOFTWARE, DATA OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING THE WEBSITE OR YOUR DOWNLOADING OF ANY MATERIAL FROM THE WEBSITE OR ANY WEBSITES LINKED TO THE WEBSITE. NOTHING IN THIS LEGAL NOTICE SHALL EXCLUDE OR LIMIT PMAPI'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FOR FRAUDULENT MISREPRESENTATION.

Indemnification

You agree to indemnify, defend and hold harmless PMAPI and its affiliates and their officers, directors, employees, contractors, agents, licensors, service providers, subcontractors and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorney fees and court costs, arising or resulting from your use of the Website and any violation of

these Website Terms and Conditions of Use. If you cause a technical disruption of the Website or the systems transmitting the Website to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable legal fees and court costs, arising or resulting from that disruption. PMAPI reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and in such case, you agree to cooperate with PMAPI in the defense of such matter.

Severability

If any one or more of the provisions of the Website Terms and Conditions of Use shall be held to be invalid, illegal or unenforceable for any reason, then the validity, legally or enforceability of the remaining provisions of the Website Terms and Conditions of Use shall not be affected thereby. To the extent permitted by applicable law, the parties waive any provisions of law that render any provision of the Website Terms and Conditions of Use invalid, illegal or unenforceable in any respect.

Applicable Law

These Website Terms and Conditions of Use shall be governed by and construed in accordance with US law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the US courts.