



DESIGN AND ENGINEERING SERVICES AGREEMENT

Revision A 03/03/2026

This Agreement sets out the terms under which THOMAS TISON MANUFACTURING COMPANY SARL (hereinafter: "Designer") provides design services to the CLIENT jointly referred to hereinafter as the "Parties" or the "Party".

1. ENTIRE AGREEMENT

This Agreement consists and includes: this Design Services Agreement and any quotes and invoices that specifically reference these terms.

Side agreements have not been entered into. Any amendment, alteration or extension of this Agreement has to be agreed upon in writing between the Parties.

Work will commence upon receipt of the deposit or full payment as specified in the respective quote/invoice.

Payment of any invoice constitutes acceptance of the terms of the Agreement including Scope of work, Exclusions, License Terms or other terms as described on the quote or invoice when applicable.

In case any of the regulations of this Agreement should be incomplete or invalid for whatever reason, it shall be amended or replaced by a wording in line with the original intentions of the Parties.

2. FEES

Services provided by the Designer will be defined in a written quote and invoiced accordingly.

Invoices shall be paid within thirty (30) days of the date of the invoice. If the Client fails to make any payment within ten (10) days of the date due, the Designer is entitled to:

- suspend the performance of the services due under this Agreement and/or;

- cancel the Agreement with immediate effect and/or;
- require immediate payment of all outstanding invoices.

Travel, living expenses, and other costs outside the Designer's office will be invoiced separately unless otherwise agreed in writing.

The Client can request extra work to be performed by the Designer which is not covered by this Agreement. Extra work is only performed if approved, in writing, by the Client. Extra work includes work which is required by the Client for the amendment or alteration of design issues which had already been finally agreed with the Client before.

Invoices will be issued upon completion of each deliverable or every week or month for the work invoiced on an hourly basis.

The Client shall be responsible for the payment of any taxes incl. V.A.T., if applicable.

3. LIABILITY

The Designer is only liable to the Client for the damages the latter suffers as a direct consequence of errors committed by the Designer (or persons instructed by him) when carrying out the work under this Agreement.

The Designer undertakes to perform the services described in this Agreement with all reasonable skill and care.

If the delivered services are shown to be materially faulty, the Designer will choose to either re-perform the services, grant credit or refund the price (or a proportionate part of the price) to the Client, provided that the price for the respective services has been received in full and that any such defect is notified to the Designer immediately in writing.

Any liability by the Designer shall be limited to 35% of the amount due under this Agreement. The Client shall request in writing to the Designer if further liability cover is required.

The Designer is not responsible for and accepts no liability for any error, inaccuracy or negligence in the manufacture of the Design, or where the construction has not been in accordance with the drawings prepared.

Where the Designer relies upon drawings and/or information provided, the Designer is not responsible for any errors and inaccuracies in drawings, measurements and/or any other information provided.

Any claim against the Designer, shall be void by the mere lapse of twelve months after the Client has established, or in all fairness should have established, that a defect exists.

In no event shall the Designer be liable if the design is executed in accordance with the Agreement, and meets a recognized guideline or regulation, to the extent that these guidelines and/or regulations on their own relate to the shortcoming.

4. LIABILITY FOR YACHT PROJECTS

The Designer is not liable for damage after the delivery of the Yacht that arose as a result of inappropriately qualified use, insufficient use, lack of care, and/or normal wear and tear or is caused by modifications made to the Yacht by the Client or a third party.

Build price estimates provided during the performance of this agreement by the Designer to the Client are always calculated to the best of the Designer's ability, but are provided without obligation. The Designer is not liable if it appears that the Yacht or any part of it cannot be established within the estimated price.

The Designer is in no way responsible for the operation, performance or results of any fitted components from third parties. Nor is the Designer responsible for the operation, performance or results, of any fitted components from third parties in conjunction with the Yacht.

5. CONFIDENTIALITY

The Designer will refrain from giving out information whatsoever to any third parties unless this has been agreed upon with the Client.

The Client shall not pass information to third parties unless he has notified the Designer.

The Client shall maintain absolute confidentiality of all Deliverables including designs, calculations, computer files, drawings, sketches, models, and all other representations of the Design, or parts thereof, that he has in his possession or of which he has knowledge that the Designer has supplied to him in connection with the Agreement.

In no event is the Client permitted to share the confidential information referred to in the preceding paragraphs of this article with third parties that intend to use the information for their own purposes or for the benefit of others.

6. COPYRIGHT

The Designer shall hold the Client harmless against claims for infringement of copyrights or patent rights of third parties.

If the Designer uses documentation or drawings supplied by the Client, the Client shall indemnify the Designer against all claims, damages, costs, and expenses arising from such use.

7. SUBCONTRACTORS

The Client authorizes the Designer to subcontract part of the services. The Client agrees not to contact subcontractors directly. Subcontractors are under the Designer's direction.

8. GENERAL LICENSE TERMS

A worldwide Licence to use the Deliverables for the manufacture of any number of components is included in the price. Client obtains the License rights to the Deliverables from the day following the day on which the fees due are received by the Designer and all other obligations arising from the Agreement for the Designer are fulfilled.

The License for the Design and associated Deliverables may be subject to a royalty fee, specified in the respective quote or invoice. The royalty due is adjusted for inflation over time.

9. SUPPLEMENTARY LICENSE TERMS FOR SELECTED PROJECTS

For selected projects , the License may only be used to construct products that conform strictly to the Design drawings and documents supplied by the Designer. The Client may not amend or deviate from the Design without written approval.

Client can only receive License rights when, in the opinion of the Designer, they are fully completed.

Variations to the design may only be implemented after:

1. Designer approval in writing
2. Client fulfillment of all obligations under the Agreement

Clients must maintain accurate records of manufacturing and sales. The Designer may inspect relevant records during normal business hours.

The Designer may place their name, logo, or brand on the product reasonably, without affecting appearance or use.

The Client must remove the Designer's branding at first request.

The Designer's name must be credited where appropriate on company literature, social media, newsletters and website.

10. DRAWINGS

Drawings will be provided in sketch, 2-D CAD format or 3-D CAD format. In any case of doubt or interpretation of the supplied information, the onus is on the Client and/or builder to contact the Designer to resolve any and all such issues.

Where the Designer relies upon drawings and/or information provided, the Designer is not responsible for any errors and inaccuracies in drawings, measurements and/or any other information provided.

11. CERTIFICATION

When compliance with a specific standard is requested by the Client, this is specified in the invoice or quote document before starting the work or may alternatively be treated as a variation of this agreement.

All design plans, drawings and calculations to be submitted for examination and approval to a Notified Body, for certification or Class Measurers at Client's discretion and costs.

Any concerns or objections in respect to drawings, calculation work or any other work to be carried out by the Designer raised by the Notified Body, is to be rectified by the Designer at no extra cost to the Client.

12. PUBLICITY

The Designer has the right to make images, or arrange to have images made, of the Designs.

The Designer has the right to modify, reproduce, and publish these images and any drawings and renderings for promotional purposes in the broadest sense of the word.

The Client may use deliverables for publicity with prior written consent.

13. INTELLECTUAL PROPERTY

All intellectual property rights remain the absolute property of the Designer.

Unless otherwise agreed, the Designer is free to use the Design or parts thereof on behalf of other clients. This is understood to mean in any case the Intellectual Property rights to use the Design and/or transfer or change the Design at its discretion for the construction of one or more Design.

14. TERMINATION

Termination is possible at any time.

- If terminated prematurely, fees are payable up to the termination date based on actual costs.
- If terminated at the Client's initiative, 20% of the fee for unperformed work is also due.

The Designer may immediately terminate if circumstances indicate that the Client will not fulfill obligations.

If the Client fails or neglects to fulfil any of his/her obligations, all costs incurred in obtaining payment will be at the cost of the Client in accordance with the related legal provisions.

Provisions relating to Confidentiality, Publicity, and Intellectual Property shall survive termination.

15. DEFAULT

In case the Client or the Designer, after being notified in writing, is in default of performing any of his obligations under law or under this Agreement the other party has the right to terminate this Agreement immediately without further notice or intervention of any court. The respective party shall be entitled to charge damages or loss as a result of the non-fulfilment of the obligations under this Agreement.

16. LAW AND ARBITRATION

In case of dispute arising out of or in connection with this Agreement both the Architect and the Client undertake to discuss all problems in a fair and open manner on the basis of the regulations and true meaning of this Agreement for the purpose of an amicable settlement. If no amicable settlement can be reached, the dispute is to be submitted to an arbitration tribunal governed by the Rules of the German Maritime Arbitration Association for final settlement. German law to apply.