

Service Terms and Conditions

Marine technical services, engineering support, parts and equipment

Contracting entity	Silent Core Industries Company
Unified commercial registration	7055152396
VAT registration	315009688900003
Service location	Jeddah, Kingdom of Saudi Arabia
Service contact	info@silentcoreindustries.com
Website	silentcoreindustries.com

Key terms at a glance

Topic	Plain-language summary
Contract	Work starts only after a quotation or other written scope is accepted. A website enquiry alone is not a contract.
Pricing	Prices, VAT treatment, mobilisation and other charges will be shown or explained before approval where reasonably possible.
Changes	Hidden faults or work outside the approved scope require further approval, except limited action needed to make a situation safe.
Payment	The quotation states the payment schedule. Silent Core may pause work if an undisputed payment is overdue.
Warranty	Three months on labour workmanship unless the quotation states otherwise. Parts carry the applicable manufacturer warranty.
Technical records	Job information may be used for quality, training or anonymised publications. Client and vessel identities will not be published.
Mandatory rights	Nothing in these terms removes rights or liabilities that Saudi law does not allow the parties to exclude.

This summary helps readers find the main points. It does not replace the full terms below. If there is a conflict, the full terms and any mandatory Saudi law will apply.

1. Purpose, parties and definitions

These Service Terms and Conditions apply to services and products supplied by Silent Core Industries (the Company, we, us or our). They are written for marine technical work but may also apply to related engineering and technical support when the quotation says so.

Client means the person or organisation that requests, approves or pays for the work. Vessel includes a yacht, boat, ship or other marine asset. Services means the inspection, diagnosis, maintenance, repair, installation, commissioning, engineering, parts supply or other work described in the quotation. Quotation means our written quotation, proposal, work order or other written scope accepted by the Client.

These terms are service-contract terms. Separate Website Terms and a Privacy Policy govern use of the website and personal data.

2. How a contract is formed

A website form, message, telephone call or request for attendance is an enquiry only. It does not require us to accept the work or attend a vessel.

A contract is formed when we issue or confirm a scope and the Client accepts it by signing the quotation, issuing a purchase order that we accept in writing, sending clear approval by email or WhatsApp, making an agreed payment, or giving another written instruction that clearly refers to the approved scope.

The Client must receive or be given access to these terms before acceptance. Silence or failure to object, by itself, does not create acceptance.

The person approving work for the Client confirms that they are authorised to do so. If we reasonably rely on instructions from the owner, captain, manager, engineer, purchasing representative or another apparent authorised contact, the Client will be responsible for those instructions unless it told us otherwise in advance.

3. Contract documents and priority

The contract consists of the following documents, in this order of priority unless the quotation expressly states otherwise:

1. A signed master agreement or specifically negotiated written terms.
2. The accepted quotation and any approved variation or change order.
3. These Service Terms and Conditions.
4. The Client's purchase order, but only for administrative details such as the purchase-order number, billing address and authorised contact.

Terms printed on or linked from a Client purchase order do not replace these terms unless we expressly accept the change in writing through an authorised representative.

4. Services covered

Depending on the quotation, our work may include:

- Marine HVAC, refrigeration, chilled-water, self-contained, ventilation and ducting services.
- Electrical, electronic, control-panel, wiring, monitoring and automation services.
- Plumbing, pumping, seawater-cooling, valve, pipework and pressure-system services.
- Inspection, fault diagnosis, technical reporting, testing, commissioning and sea-trial support.
- Descaling, cleaning, flushing, refrigerant recovery, evacuation, leak testing and charging.
- 3D scanning, modelling, reverse engineering, prototyping and fabrication-support services.
- Sourcing and supply of spare parts, equipment, consumables and technical alternatives.
- Preventive maintenance, emergency attendance and other technical work described in an accepted quotation.

Only the items specifically described in the accepted quotation are included. General descriptions on our website do not promise that a particular service, part, response time or outcome is available for every vessel or location.

5. Quotations, prices and VAT

- **Quotation validity.** Unless stated otherwise, a quotation is valid for fifteen (15) calendar days from its date.
- **Currency and VAT.** Prices are in Saudi riyals unless stated otherwise. The quotation will state whether VAT is included or added. Where Saudi law requires a consumer to see the total price before an electronic contract, the total will include applicable taxes, fees and disclosed delivery charges.
- **Assumptions.** Prices rely on the information, access, equipment condition, vessel availability and technical assumptions stated or reasonably understood when the quotation is issued.
- **Additional costs.** Mobilisation, travel, accommodation, shipping, customs, lifting, marina access, permits, storage, disposal and third-party costs are included only where the quotation says so. We will explain additional charges before they are incurred where reasonably possible.
- **Uninspected equipment.** A quotation does not confirm the condition or performance of any equipment, wiring, piping, controls or component that was not inspected or tested.

6. Scope changes and unexpected conditions

Marine and technical systems often contain hidden faults, corrosion, contamination, seized components, unsafe modifications, previous repairs or inaccessible damage. These conditions may become visible only during dismantling, cleaning, testing or operation.

If work outside the approved scope is needed, we will describe the reason, expected cost and likely schedule effect and obtain approval before continuing. Approval may be recorded by signed change order, email, WhatsApp or another agreed written method.

If an immediate hazard is found, we may take proportionate steps needed to stop work, isolate equipment, prevent further damage or make the area reasonably safe. We will notify the Client as soon as reasonably possible. Further repair still requires approval unless emergency authority was agreed in advance.

7. Payment and invoicing

Payment terms are stated in the quotation. Unless the quotation states otherwise, payment is due in advance. Larger projects may use deposits and milestone payments. Special-order parts may require full payment before procurement.

Payments must be made to an official Silent Core Industries bank account or through another approved method. Cash is accepted only if management authorises it and an official receipt is issued.

A Client that genuinely disputes an invoice should give written details promptly and pay the undisputed amount on time. We may pause procurement, mobilisation, work, release of non-safety-critical deliverables or voluntary warranty attendance while an undisputed amount remains overdue, after giving reasonable notice where circumstances allow. Mandatory rights and urgent safety information will not be withheld.

Reasonable costs caused by Client delay, unavailable access, aborted attendance, storage or remobilisation may be charged if the basis was disclosed or the cost was reasonably unavoidable and we notify the Client.

8. Parts: ownership, delivery and risk

To the extent permitted by Saudi law, ownership of identifiable and uninstalled parts supplied by us remains with the Company until they are paid for in full. Risk of loss or damage passes to the Client when the parts are delivered to the Client, vessel, marina, carrier or agreed location, unless the quotation states otherwise.

Parts incorporated into a vessel or system, and any right to remove unpaid parts, will be handled in accordance with applicable law and safety requirements. We will not remove an item where removal would create an unreasonable safety or environmental risk.

9. Inspection and diagnosis

Inspection, troubleshooting, diagnosis and investigation are chargeable services even if the Client does not proceed with repair. Fees are non-refundable after the relevant work starts, subject to any mandatory consumer rights.

Findings are limited to conditions that were visible, accessible and reasonably testable during the inspection. Some faults appear only after dismantling, extended operation, load testing, commissioning or sea trials. An initial inspection therefore cannot guarantee that every fault will be found.

Reports and recommendations record the evidence available at the stated time. The Client should tell us promptly if any factual information in a report is incorrect.

10. Pre-existing conditions

We are not responsible for a failure caused by a condition that existed before our work and was not caused or made worse by our breach. Examples include age, corrosion, contamination, fatigue, vibration damage, improper prior repair, unsuitable installation, hidden leakage, defective wiring, unstable power, blocked circuits or an unauthorised modification.

If our work reveals a pre-existing weakness, further labour, parts, testing and time may be needed. The scope-change process in these terms will apply.

11. Client responsibilities

The Client must:

- Give accurate information about the vessel, system, symptoms, operating history and previous repairs.
- Provide safe and timely access to the vessel, equipment, machinery spaces and worksite.
- Obtain owner, captain, marina, port, customs, security and other permissions needed for attendance and work.
- Provide suitable power, water, ventilation, lighting, lifting support and operational assistance where agreed or reasonably required.
- Identify known hazards, hazardous materials, confined spaces, live circuits, pressurised systems, contaminated fluids and special site rules before work starts.
- Remove or secure valuables, personal belongings and unrelated sensitive equipment from the work area.
- Provide an authorised representative for approvals, tests, explanations and completion sign-off.
- Operate and maintain the vessel and systems in accordance with manufacturer guidance and our written safety recommendations.

The Client is responsible for loss or delay caused by failure to meet these responsibilities, except to the extent that we caused or contributed to the loss.

12. Health, safety and work refusal

We may refuse, pause or stop work if conditions are unsafe, unlawful, materially different from the agreed conditions, or inconsistent with manufacturer requirements or accepted technical practice. Examples include unsafe access, inadequate isolation, dangerous atmosphere, unstable lifting arrangements, uncontrolled live systems or pressure, and insufficient emergency support.

We will explain the concern and any reasonable corrective action required. Time and remobilisation costs caused by an unsafe condition outside our control may be charged under the quotation or scope-change process.

13. Timing, delays and force majeure

Dates and completion estimates depend on access, approvals, technical findings, parts, shipping, weather, marina and port restrictions, utilities and coordination with other contractors. A date is binding only if the quotation clearly says it is guaranteed.

Neither party is liable for delay caused by an event beyond its reasonable control that could not reasonably have been avoided, including severe weather, government or port restrictions, supply interruption, transport disruption, utility failure, epidemic, labour disruption, conflict or another force-majeure event.

The affected party must notify the other party, take reasonable steps to reduce the effect and resume performance when reasonably possible. If a force-majeure event prevents a substantial part of the work for more than sixty (60) days, either party may end the affected work by written notice. The Client must pay for completed work and non-cancellable commitments already made for the project.

14. Spare parts, equipment and materials

Availability and delivery dates depend on supplier stock, shipping, customs and market conditions. Supplier dates are estimates unless expressly guaranteed in writing.

We may propose a technically suitable equivalent where the specified item is unavailable, but we will obtain approval before supplying a materially different item. Compatibility may depend on complete and accurate model, serial, nameplate and system information from the Client.

Custom-made, imported, programmed, opened or special-order items may not be cancellable or refundable after commitment to the supplier, except where Saudi law gives the Client a mandatory right or the item is defective or does not meet the agreed specification.

Manufacturer warranties will be passed through where available and legally permitted. Nothing in these terms removes product-safety, recall, conformity or other obligations that Saudi law places on us as supplier, importer, distributor or other economic operator.

15. Client-supplied parts

We do not provide a warranty for a part, material, software item or consumable supplied by the Client. We remain responsible for our own workmanship in installing it.

The Client is responsible for the specification, authenticity, condition and suitability of its supplied item. Extra diagnosis, adaptation, rectification or removal caused by an incompatible or defective Client-supplied item may be charged after approval.

16. Refrigerant, gas and environmental work

Quoted refrigerant or gas quantities are estimates unless the system charge is known and verified. Additional quantities required because of leakage, incomplete records, prior work, modification or system condition will be charged after notice and approval where reasonably possible.

Recovery, pressure testing, vacuum testing, leak testing, charging and commissioning reduce risk but cannot guarantee that no concealed or future leak exists. We may decline to recharge a system where an unresolved leak, unsafe condition or legal restriction makes charging inappropriate.

We will perform regulated work and handle recovered refrigerant, chemicals and waste in accordance with applicable Saudi requirements and the agreed scope. Disposal fees are included only where stated.

17. Descaling and circuit cleaning

Descaling and cleaning are intended to remove scale, debris, mineral deposits and biological fouling and improve flow or heat transfer. They do not promise restoration to original-manufacturer performance.

Cleaning may reveal existing corrosion, thin pipe walls, weakened heat exchangers, damaged fittings or concealed leakage. We are not responsible for a failure caused by that pre-existing deterioration unless our breach caused or materially worsened it.

18. Completion, testing and acceptance

Work is complete when the agreed service has been performed and, where applicable, the equipment is tested to the extent reasonably possible in the available conditions. A delivery note, service report, commissioning record or written completion notice may record completion.

The Client should attend or provide a representative for testing and sign-off where requested. If testing cannot be completed because the vessel, utilities, crew, weather or another Client-controlled condition is unavailable, the work may be treated as complete subject to the outstanding test being separately arranged.

Signing a delivery note confirms receipt or completion status, not a waiver of a concealed defect or a mandatory legal right.

19. Warranty

Unless the quotation states otherwise, we provide a three (3) month warranty on our labour workmanship, starting on the date of completion recorded in the delivery note, service report or commissioning record.

If a valid workmanship defect is reported during the warranty period, our primary obligation is to inspect and, where confirmed, reperform or correct the affected workmanship within a reasonable time. The Client must give prompt notice, preserve relevant evidence, stop operating equipment where continued operation could cause damage, and give reasonable access for inspection.

The workmanship warranty does not cover:

- A part or consumable failure, except to the extent covered by an applicable manufacturer or statutory warranty.
- Normal wear, corrosion, fouling, contamination, vibration, unstable power or environmental exposure.
- A pre-existing or concealed condition not caused or worsened by our breach.
- Misuse, abnormal operation, accident, neglect or failure to follow maintenance or safety instructions.
- A Client-supplied item or inaccurate information supplied by the Client.
- Work altered, opened or repaired by another person without our approval, where that intervention caused or prevents proper assessment of the claimed defect.

We may suspend voluntary warranty attendance while an undisputed payment for the relevant work is overdue. This does not remove any mandatory warranty or consumer right.

20. Cancellation, refunds and online consumer rights

The Client may cancel before mobilisation by written notice. The Client must pay for work already performed and reasonable non-cancellable commitments already made, including custom or special-order items, supplier cancellation charges and disclosed mobilisation costs.

If cancellation occurs after mobilisation or work starts, the Client must also pay for labour, travel, administration, safe shutdown and other reasonable costs incurred up to cancellation. We will provide a reasonable breakdown on request.

Where the Client is a consumer and the contract is concluded electronically, mandatory Saudi e-commerce rights apply. These may include a right to cancel within seven (7) days where the product has not been used and the service has not been received or benefited from, subject to legal exceptions such as certain custom-made products. Mandatory rights concerning delayed delivery or performance also apply. We will notify the consumer of a material expected delay.

21. Emergency and after-hours work

Urgent call-outs, priority response, work outside normal hours, weekends or public holidays may use different rates. We will communicate the applicable basis before work starts where reasonably possible. An urgent request does not guarantee attendance or completion by a particular time unless confirmed in writing.

22. Sea trials and vessel operation

The owner, operator and captain remain responsible for navigation, vessel operation, seaworthiness, permits, crew, fuel, insurance and onboard safety during a sea trial or operational test. Our personnel attend only for the technical purpose stated in the quotation and do not take operational control of the vessel.

Further faults found during a trial or test are outside the original scope unless the quotation says otherwise and may require a variation.

23. Technical records, photographs and anonymised use

We may create job records such as photographs, video, equipment identification, operating readings, measurements, test results, fault codes, drawings, work notes and service history. We use these records for service delivery, reporting, safety, quality control, warranty assessment, legal recordkeeping and improvement of our technical methods.

We may also use unit-level or job-level technical information for internal training or an anonymised technical case study, article, presentation, website post or social-media post. Before public use, we will remove, crop, obscure or avoid information that identifies the Client or vessel, including:

- The Client's name, contact details, payment information and account information.
- The vessel or yacht name, registration number, call sign and ownership details.
- The exact berth, marina, private location or movement information.
- Faces, identity documents, personal belongings and other recognisable personal information.
- A distinctive mark or surrounding detail that would reasonably identify the Client or vessel when anonymisation is not effective.

If the material cannot be reasonably anonymised, we will obtain separate written permission before public use. We do not sell Client personal information or disclose it for another party's independent marketing.

The Client may ask us not to use non-essential job material for public posting or general training. We will honour that request for future non-essential use, but may retain and use records as reasonably needed for the contract, warranty, safety, compliance, dispute handling or another lawful purpose. Personal-data processing is further explained in our Privacy Policy.

24. Confidentiality

Each party must use reasonable care to protect the other party's non-public commercial, operational and technical information. Information may be shared only with personnel, subcontractors, professional advisers, insurers, service providers or authorities that reasonably need it for the contract, compliance or a legal requirement, and subject to appropriate confidentiality duties where applicable.

Confidentiality does not cover information that is already public without breach, was lawfully known, is independently developed, or is lawfully received without a confidentiality restriction.

25. Reports, drawings and intellectual property

After payment, the Client may use a report, drawing, model or other deliverable produced specifically for the project for operation, maintenance, repair and internal management of the relevant vessel or system.

We retain ownership of our pre-existing methods, templates, libraries, calculation approaches, know-how, standard details and reusable tools. Unless the quotation states otherwise, a deliverable is not certified for third-party reliance, class approval, regulatory submission, manufacture or use on another asset.

26. Liability

MANDATORY LEGAL RIGHTS

Nothing in these terms excludes or limits a right, remedy or liability that Saudi law does not allow the parties to exclude or limit, including liability arising from fraud, gross fault or a harmful act where exclusion is not permitted.

Subject to the statement above, we are responsible for direct and proven loss caused by our breach of the contract and reasonably foreseeable from that breach.

To the extent permitted by law, we are not responsible for indirect or consequential loss, loss of profit or charter revenue, loss of use, business interruption, lost opportunity, or travel and accommodation cost, unless the quotation expressly accepts that responsibility.

To the extent permitted by law, our total aggregate contractual liability arising from one accepted quotation is limited to the total fees paid or payable to us under that quotation. This limit does not apply where Saudi law prohibits the limitation.

We are not responsible for loss caused by a pre-existing condition, the Client's act or omission, inaccurate Client information, a Client-supplied item, another contractor, manufacturer defect outside our legal responsibility, or an event beyond our reasonable control, except to the extent that our own breach caused or contributed to the loss.

Each party must take reasonable steps to avoid or reduce loss. Any allocation of loss will take account of the extent to which each party caused or contributed to it, as permitted by Saudi law.

27. Suspension and termination

We may suspend work immediately for safety, illegality, unavailable access, material scope uncertainty or an undisputed overdue payment. We will give notice and explain what is reasonably required to resume work.

Either party may end the affected contract if the other commits a material breach and does not correct it within seven (7) days after written notice, or within another reasonable period stated in the notice where seven days is not practical.

Termination does not affect rights already accrued. The Client must pay for completed work, goods delivered, approved commitments, safe shutdown and reasonable demobilisation. Clauses intended to continue, including confidentiality, records, intellectual property, payment, liability and dispute provisions, remain effective.

28. Subcontractors and assignment

We may use qualified employees, specialists, laboratories, carriers, suppliers and subcontractors to perform parts of the work. We remain responsible for the contractual work we undertake, subject to these terms.

Neither party may transfer the whole contract to another person without the other party's written consent, except that we may transfer it as part of a genuine corporate restructuring or transfer of business if this does not materially reduce the Client's rights.

29. Complaints and disputes

A Client should send a complaint to info@silentcoreindustries.com with the quotation or job reference, relevant dates, the issue and the requested outcome. We will acknowledge and review it within a reasonable time.

The parties will first try in good faith to resolve a dispute through direct discussion. This does not prevent either party from seeking urgent protective relief or using a mandatory complaint or enforcement process.

These terms and each contract are governed by the laws of the Kingdom of Saudi Arabia. Disputes are subject to the competent courts of the Kingdom. Where the parties may validly agree venue, the competent courts in Jeddah will have jurisdiction.

30. General terms

- **Notices.** Contract notices may be sent to the email, WhatsApp number or address stated in the quotation or later confirmed in writing. A party must notify the other if its contact details change.
- **Entire agreement.** The contract documents contain the agreement for the specific work and replace earlier discussions about the same scope, but not a statement made fraudulently.
- **Changes.** A change to the contract must be recorded in writing and accepted by authorised representatives. We may update website terms for future contracts, but will not retrospectively change an accepted contract without agreement or legal authority.
- **No waiver.** A delay in enforcing a right does not waive it.
- **Severability.** If a provision is invalid or unenforceable, it will be adjusted or removed only to the minimum extent necessary. The remaining provisions continue.
- **Third parties.** A person who is not a party to the contract has no contractual right under it unless the contract expressly says otherwise or mandatory law provides a right.
- **Language.** If we issue both an approved Arabic version and an English version, the Arabic version will prevail in the event of conflict unless the accepted quotation expressly states otherwise. Arabic will be used for official and court procedures as required by Saudi law.