



MESPAS Free Procurement

Information for ship management companies



With MESPAS Free Procurement you receive an advanced, readymade procurement module. You can access a supplier directory of tens of thousands of suppliers, compare offers, view price history, send requests and orders, receive invoices and track orders online at any time. All free of charge.

What is MESPAS Free Procurement?

MESPAS Free Procurement is a best-of-breed software solution for ship owners and management companies. It is free of charge.

The software offers you professional tools for more efficient purchasing and more attractive conditions.

You receive access to a well-established set of purchasing functionalities, such as request templates, quotation requests, online offers, offer comparisons, orders, delivery tracking and electronic invoices. You meet your budgets, control key performance indicators in dashboards and reports, and access your data on the go in the MESPAS mobile app.

With a locally installed software client and an internet connection you gain access to a cloud marketplace with more than 22'500 integrated suppliers.

Access to MESPAS smart data

The core of the MESPAS cloud system is a central library with information on over 70'000 OEM machinery spare parts and hundreds of supplier catalogues. With Free Procurement you receive access to this vast array of maritime information.

In order to set up your vessels correctly in your personal MESPAS account, our team will connect this smart data to your ships' system and add catalogues. Additional information can be added easily by you at any time.

How do I join?

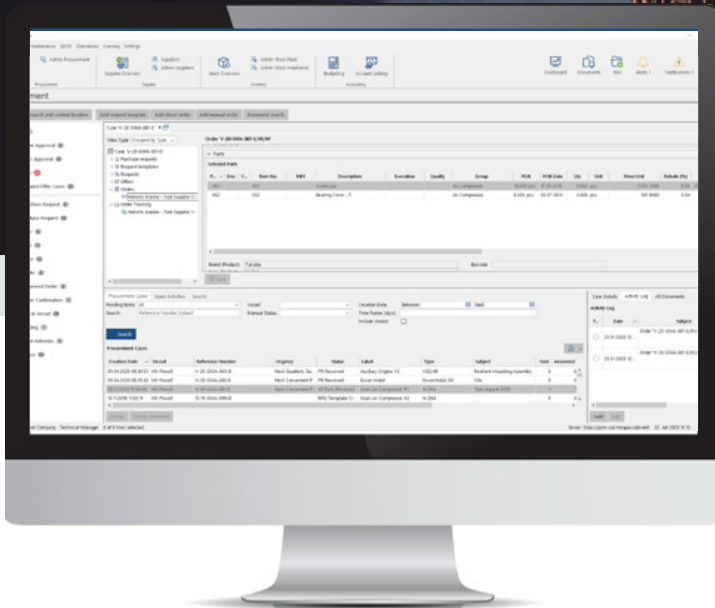
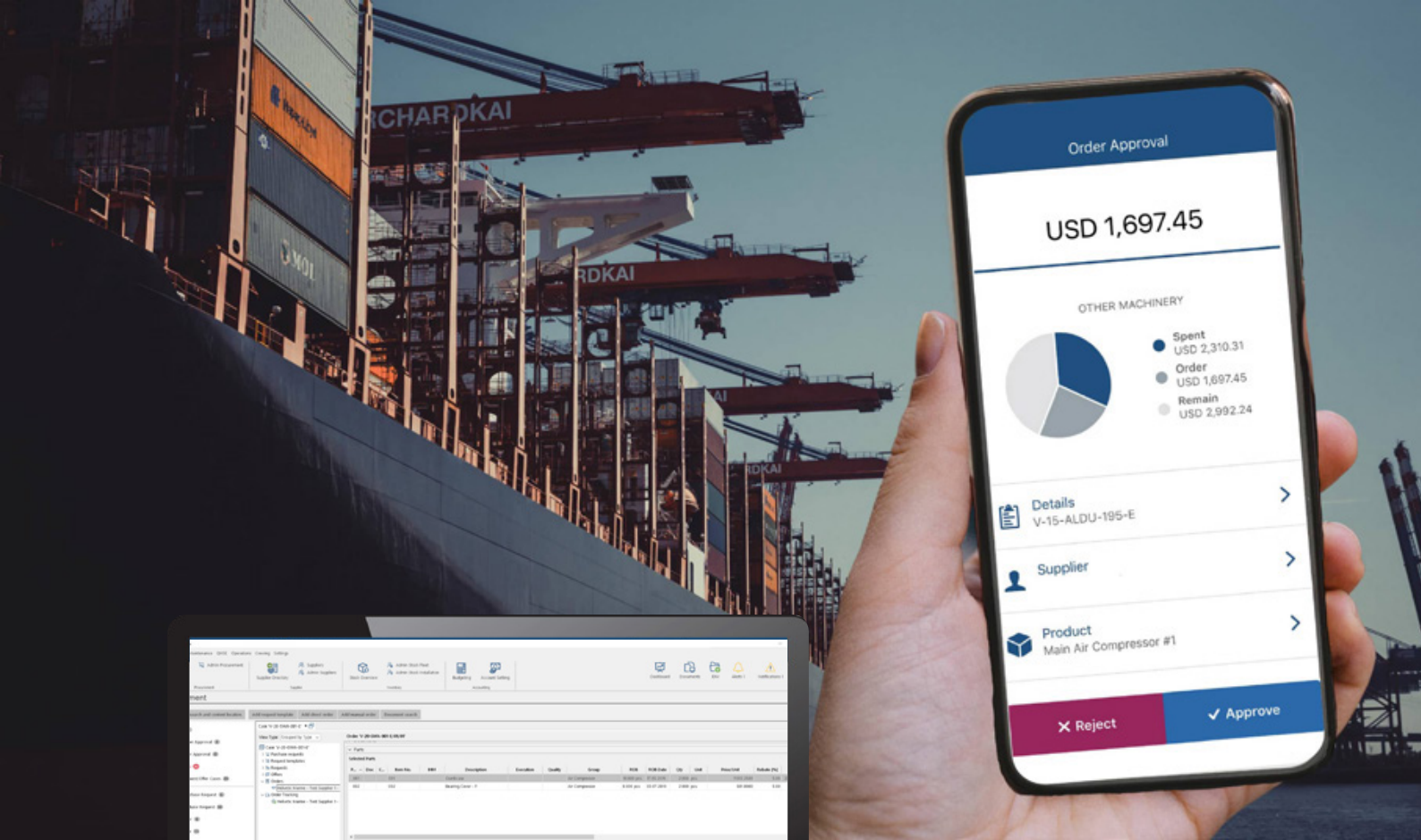
Signing up to MESPAS Free Procurement couldn't be easier: just register on mespas.com/free-procurement. You will be contacted by our team and asked to send us your company details and fleet list. Then you will receive your personal MESPAS account. We will implement your fleet's major machinery data in line with this information. After a short training session, you can start working with MESPAS Free Procurement. If you have any questions our support team remains at your disposal via email: support@mespas.com

How can MESPAS offer its best-of-breed procurement software for free?

MESPAS's aim is to digitalise the industry. In our marketplace we not only serve ship management companies but also suppliers. Using our well-structured, consistent data helps to reduce clerical work and save time. Maritime suppliers have agreed to pay a small fee on orders to cover our investment in software and services.

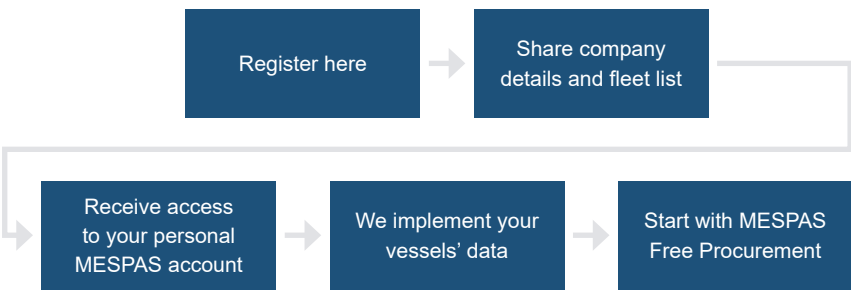
Does MESPAS offer offline availability for vessels?

Yes. In addition to our online Free Procurement, you can also add a vessel software which is available without internet connection. This add-on is available for a modest recurring fee. MESPAS also offers various features for the technical management of ships: maintenance, QHSE, operations, crewing. Further information is available on our website. Or contact us for a quote for your company and fleet.



Register here
mespas.com/free-procurement
Any questions?
 Contact us: info@mespas.com

How can I start?



Features

- Online procurement software
- Data management module
- Budgeting module
- Mobile application
- Dashboard and notifications

Data implementation

- Catalogues
- Technical consumables
- Engines
- Generators
- Major pumps
- Purifiers
- Air compressors

Services

- Project setup support
- 4 hours online training
- Support via email

Terms and conditions

Just like other software companies MESPAS also has a set of terms and conditions. Please find ours here – however, we would like to highlight again that MESPAS Free Procurement comes free of charge. No fees are charged unless additional software modules are ordered.

Introduction

This user agreement sets out the terms on which MESPAS AG offers you access to and use of our sites, services, applications and tools (collectively "services"). You agree to comply with all when accessing and/or using our services. The entity you are contracting with is MESPAS AG ("MESPAS"), Stadelhoferstrasse 42, 8001 Zurich, Switzerland.

About MESPAS

MESPAS provides a marketplace, that allows buyer users to buy a wide range of products in a variety of pricing formats and locations and sellers to offer and sell. The actual contract for sale is directly between the buyer and the seller. While we may provide product data, pricing, shipping, listing, and other guidance in our services, such guidance is solely informational, and you may decide to follow it or not. Also, while we may help facilitate the resolution of disputes, MESPAS has no control over and does not guarantee the existence, quality, safety or legality of items advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell items; the ability of the purchaser to pay for items; or that a purchaser or seller will actually complete a transaction or return an item.

MESPAS privacy policy

MESPAS recognizes the importance of your privacy. As part of normal operations, we collect and, in some cases, disclose information about you. This privacy policy is meant to inform MESPAS users about what information we collect and how we will treat this information. By using our services, you agree to the terms of our privacy policy. The privacy policy is publicly listed under <https://connect.mespas.com/privacyPolicy>.

Using MESPAS software and services

In connection with using or accessing the services you will not:

- Post, list or upload content or items in inappropriate categories or areas in our software solution
- Breach or circumvent any laws, third party rights or our system's policies, or determinations of your account status
- Use our services if you are not able to form legally binding contracts
- Use information from the central database for any other purpose outside the MESPAS database
- Interfere with any other user's property
- Post false, inaccurate, misleading, defamatory, or libellous content
- Distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes
- Distribute viruses or any other technologies that may harm our MESPAS software and services
- Reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content that belongs to or is licensed to MESPAS, or that comes from the services and belongs to another MESPAS user or to a third party including works covered by any copyrights, trademark, patent, or other intellectual property right, except with prior express permission of MESPAS and/or any other party holding the right to license such use

If we believe you are abusing MESPAS in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our services, delay or remove hosted content, remove any special status associated with your account(s), remove and demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our services. We may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue our services. Additionally, we reserve the right to refuse or terminate our services to anyone for any reason at our discretion.

Confidentiality and data protection

Both parties agree to keep all information that they obtain about the other, including, without any limitation, any information concerning the business, finances, technology and affairs of the other ("Confidential Information"), strictly confidential. Both parties shall impose the same confidentiality obligation to all its employees or subcontractors who are involved with the performance of these terms and conditions or the use of the software.

Data implementation

In order to adapt the software to your needs MESPAS integrates the relevant data of your fleet and machinery into the central database. You provide the necessary documentation and information so that MESPAS is in a position to provide the agreed services - mainly a list of the equipment installed on board the vessel including relevant technical information, parts books and maintenance intervals in electronic form.

Content entered by the users

We may offer catalogues including stock images, descriptions and product specifications that are provided by third parties (including users). You may use catalogue content solely in connection with your MESPAS listings. That permission is subject to modification or revocation at any time at MESPAS's sole discretion. While we try to offer reliable data, we cannot promise that the catalogues will always be accurate and up-to-date, and you agree that you will not hold our catalogue providers or us responsible for inaccuracies in the catalogues. The catalogue may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary or identification markings included within the catalogues or create any derivative works based on catalogue content.

MESPAS software and content of the central database

You protect the software against unauthorized access and manipulation by third parties. Besides information about software features and process handling, we offer machinery, spare part and catalogue information. You may use this knowledge solely within our software solution. You agree to not use such information externally of our software, nor to copy or forward it to third parties.

Privacy of others

If MESPAS provides you with information about another user, you agree you will use the information only for the purposes for which it is provided to you. You may not disclose, sell, rent, or distribute a user's information to a third party for purposes unrelated to the services. Additionally, you may not use information for marketing purposes, via electronic or other means, unless you obtain the consent of the specific user to do so.

Disclaimer of warranties, limitation of liability

We try to keep our services safe, secure and functioning properly, but we cannot guarantee the continuous operation of or access to our services. Bid update and other notification functionality in MESPAS applications may not occur in real time. Such functionality is subject to delays beyond MESPAS's control. You agree that you are making use of our services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In addition, to the extent permitted by applicable law, we (including our owners, subsidiaries, and affiliates, and our and their officers, directors, agents and employees) are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- Your use of or your inability to use our services
- Pricing, shipping or other guidance provided by MESPAS
- Delays or disruptions in our services
- Viruses or other malicious software obtained by accessing, or linking to, our services
- Glitches, bugs, errors, or inaccuracies of any kind in our services
- Damage to your hardware device from the use of any MESPAS service
- Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Disputes between purchaser and seller

If you have a dispute with one or more users, you release us (and our owners, affiliates and subsidiaries and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.

Legal disputes

Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and MESPAS have against each other are resolved. You and MESPAS agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this or previous versions of the MESPAS terms and conditions and/or privacy policy concerning your use of or access to the services,

or any products or services sold or purchased through the services will be resolved in accordance with the provisions set forth in this legal disputes section.

Applicable law

You agree that, except to the extent inconsistent with or preempted by the federal law of Switzerland, the location of jurisdiction is Zurich and, without regard to principles of conflict of laws, this will govern the terms and conditions and/or privacy policy and any claim or dispute that has arisen or may arise between you and us, except as otherwise stated in the terms and conditions and or the privacy policy.

Agreement to arbitrate

You and MESPAS each agree that any and all disputes or claims that have arisen or may arise between you and MESPAS relating in any way to or arising out of this or previous versions of the Term and Conditions and/or the privacy policy, your use of or access to MESPAS services, or any products or services sold, offered, or purchased through MESPAS services shall be resolved exclusively through final and binding arbitration, rather than in court.

Arbitration procedures

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator should apply the terms of the "Terms and Conditions" and/or the Privacy Policy as a court would. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honour all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitration involving different users but is bound by rulings in prior arbitration involving the same MESPAS user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Reject terms and conditions

If you are a new MESPAS user, you can choose to reject this agreement to arbitrate by mailing us a written notice. The notice must be postmarked no later than 30 days after the date you accept the terms and condition for the first time. You must mail the notice to MESPAS AG, Stadelhoferstrasse 42, 8001 Zurich, Switzerland.

Amendments and changes

We may amend the terms and conditions at any time without prior notice. Our right to amend the terms and conditions includes the right to modify, add to, or remove terms. Your continued access or use of our services constitutes your acceptance of the amended terms. If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to the terms and conditions. Such an account is owned and controlled by the business entity. The terms and conditions, the privacy policy, and all policies set forth the entire understanding and agreement between you and MESPAS and supersede all prior understandings and agreements of the parties.

How to contact MESPAS

Any questions about the Terms and Conditions and/or the Privacy Policy should be addressed to support@mespas.com or by mail at:

MESPAS AG
Stadelhoferstrasse 42
8001 Zurich
Switzerland

Version and last update

Version 1, 11th of March 2021