

# BAHARI BLUETECH

MARINE ENGINEERING · OCEAN TECHNOLOGY · EAST AFRICA

## WEBSITE TERMS AND CONDITIONS

For website use, project enquiries, digital uploads,  
Quick Engineering requests and professional services

### Important notice

These Terms govern use of the Bahari BlueTech website and the submission of files, designs, sketches, specifications and other materials. They are drafted for a Kenya-based engineering and technology business. They should be reviewed by a qualified Kenyan advocate before publication, particularly where a project involves regulated engineering, consumer transactions, personal data, public procurement or high-value contracts.

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## Terms at a glance

This summary is for convenience only. The numbered clauses below form the binding Terms.

Topic	Key point
<b>Uploads</b>	You must own or have permission to submit every file, drawing, photograph, dataset, logo, specification or other material.
<b>Project scope</b>	A website request is not automatically an accepted engineering engagement. Work begins only after written acceptance, scope confirmation and any required payment.
<b>Payments and refunds</b>	Custom work may require a deposit. Refunds depend on the stage of work completed and any mandatory consumer rights.
<b>Engineering reliance</b>	Concepts, estimates and preliminary drawings are not certified construction or fabrication documents unless expressly identified as such.
<b>Intellectual property</b>	You keep rights in your pre-existing materials. Rights in final deliverables depend on the quotation or project agreement and full payment.
<b>Liability</b>	Liability is limited to the extent permitted by law. You remain responsible for site conditions, regulatory approval, fabrication, installation and safe use.
<b>Privacy and security</b>	Uploads may contain personal or confidential information. Submit only what is necessary and avoid highly sensitive data unless specifically requested.

## Contents

1. About these Terms
2. Definitions
3. Acceptance and eligibility
4. Website access and acceptable use
5. Accounts, enquiries and communications
6. Client uploads and submitted materials
7. Confidentiality and security
8. Orders, quotations and project formation
9. Scope, changes and client responsibilities
10. Fees, taxes and payment
11. Cancellations and refunds
12. Delivery, review and acceptance
13. Engineering and technical disclaimers
14. Intellectual property
15. Third-party tools, links and services
16. Privacy and personal data
17. Warranties and disclaimers
18. Limitation of liability
19. Indemnity
20. Suspension and termination
21. Force majeure

22. Complaints and dispute resolution

23. Governing law and jurisdiction

24. Changes to these Terms

25. General provisions

26. Contact information

Schedule 1 - Upload rules

Schedule 2 - Refund framework

Legal reference note

## 1. About these Terms

These Terms and Conditions ("Terms") govern your access to and use of baharibluetech.co.ke and related webpages, online forms, upload portals, communications and services operated by Bahari BlueTech Limited ("Bahari BlueTech", "we", "us" or "our").

These Terms apply to visitors, prospective clients, clients, representatives of organisations and anyone who submits information or materials through the website. A separate quotation, proposal, statement of work, purchase order or signed agreement may apply to a specific project. If there is a conflict, the project-specific written agreement takes priority for that project.

Nothing on the website constitutes legal, regulatory, investment, classification-society or professional certification advice. Website content is general information unless expressly incorporated into a signed project agreement.

## 2. Definitions

**Client:** a person or organisation requesting or purchasing services.

**Client Materials:** files, drawings, specifications, photographs, data, models, logos, text, personal data and other content submitted by or for a Client.

**Deliverables:** the drawings, models, reports, renders, calculations, concepts or other outputs specifically identified in an accepted quotation or project agreement.

**Services:** marine engineering, vessel design support, CAD and technical drawing, fisheries or aquaculture infrastructure support, ocean technology, blue economy advisory, Quick Engineering and related services.

**Website:** baharibluetech.co.ke and any Bahari BlueTech web form, upload page or linked client interface.

## 3. Acceptance and eligibility

By using the Website, clicking an acceptance box, submitting a request, uploading Client Materials, accepting a quotation or paying an invoice, you confirm that you have read and agree to these Terms.

You must be at least 18 years old and legally capable of entering into a contract. If you act for a company, institution, partnership, public body or other organisation, you confirm that you have authority to bind it.

If you do not agree, do not use the upload functions or purchase Services.

## 4. Website access and acceptable use

You may use the Website only for lawful purposes and in a manner that does not harm Bahari BlueTech, other users, systems or third parties.

- You must not upload malware, malicious code, corrupted files, hidden executables or content designed to disrupt, test or bypass security.
- You must not impersonate another person, submit false project information, scrape the Website excessively, attempt unauthorised access or interfere with availability.
- You must not use the Website to request unlawful, unsafe, fraudulent or infringing work, or work intended to evade regulatory, safety or professional requirements.
- You must not use Website content, branding or outputs to falsely imply certification, approval, endorsement or regulatory acceptance.

We may block, limit or suspend access where reasonably necessary for security, maintenance, legal compliance or protection of users.

## 5. Accounts, enquiries and communications

You are responsible for ensuring that contact, billing, project and technical information you provide is accurate and current.

You consent to receiving project-related communications by email, telephone, WhatsApp or other contact method you provide. Marketing messages will be handled separately and, where required, on an opt-in basis.

You are responsible for protecting any account credentials, access links or shared project folders issued to you and must notify us promptly of suspected unauthorised access.

## 6. Client uploads and submitted materials

You retain ownership of your Client Materials. By submitting them, you grant Bahari BlueTech a non-exclusive, worldwide, royalty-free licence for the period reasonably necessary to receive, copy, store, review, modify and use them solely to assess your request, provide the Services, maintain project records, resolve disputes and comply with law.

You represent and warrant that:

- you own the Client Materials or have all permissions, licences and authority needed to submit and use them for the requested work;
- the Client Materials do not infringe copyright, design rights, patents, trade marks, privacy, confidentiality, contractual rights or other rights;
- the files are accurate enough for the requested purpose and are not misleading;
- the files do not contain unlawful content, malware or concealed code; and
- you have obtained any required consent before submitting personal data relating to another person.

Do not upload national identity documents, payment card data, medical records, passwords, biometric information, classified information or other highly sensitive data unless we have expressly requested it and agreed a secure submission method.

We may refuse, quarantine or delete files that appear unsafe, unlawful, irrelevant, excessive or inconsistent with these Terms. We are not responsible for loss arising from your failure to retain your own backup copies.

## 7. Confidentiality and security

Each party must use reasonable care to protect non-public technical, commercial and operational information disclosed for a project and use it only for the relevant engagement.

Confidentiality does not apply to information that is public through no breach, already lawfully known, independently developed, lawfully received from a third party, or required to be disclosed by law or a competent authority.

Internet transmission and cloud storage cannot be guaranteed to be completely secure. We use reasonable administrative and technical safeguards, but you should remove unnecessary sensitive information and use agreed secure channels for high-risk files.

Unless a separate non-disclosure agreement is signed, this clause is the complete confidentiality arrangement for website submissions.

## 8. Orders, quotations and project formation

Submitting a form, uploading files, requesting a quote or receiving an automated acknowledgement does not create an obligation for Bahari BlueTech to accept a project.

A project is accepted only when we issue written acceptance, both parties agree the scope and commercial terms, and any required deposit or advance payment has cleared.

Quotations are valid for the period stated in them. If no period is stated, they expire after 14 days. Prices, timelines and availability may change before acceptance.

We may decline work due to capacity, safety concerns, conflicts of interest, incomplete information, regulatory risk or mismatch with our expertise.

## 9. Scope, changes and client responsibilities

The agreed scope is limited to the Deliverables and tasks stated in the accepted quotation or project agreement. Meetings, revisions, site visits, printing, source files, certification, calculations, regulatory submissions and post-delivery support are excluded unless expressly included.

You must provide timely, complete and accurate instructions, dimensions, standards, site data, operational requirements, approvals and feedback. We may rely on information you provide without independently verifying it unless verification is included in scope.

Changes, additional revisions, new information or delays caused by the Client may require a revised fee and schedule. We will seek approval before performing material out-of-scope work.

You are responsible for appointing appropriately qualified professionals, fabricators, surveyors, naval architects, engineers, installers or regulators where required by law or project risk.

## 10. Fees, taxes and payment

Fees, currency, taxes, payment milestones and accepted methods are stated in the quotation or invoice. Unless stated otherwise, prices exclude statutory taxes, duties, transfer fees, third-party charges, travel and printing.

Deposits and advance payments reserve capacity and authorise commencement. Work may be paused if payment is late.

Unless the invoice states otherwise, invoices are due within 7 days. We may charge reasonable recovery costs and any lawful interest on overdue amounts.

You must not make a chargeback or payment reversal for a genuine, authorised transaction without first contacting us and allowing a reasonable opportunity to address the issue.

## 11. Cancellations and refunds

Because most Services are customised, refund eligibility depends on when cancellation occurs and the work already performed. Mandatory rights under applicable consumer law are not excluded.

Unless a project-specific agreement says otherwise:

- before work starts, amounts paid may be refunded less non-recoverable payment, procurement or administrative costs;
- after work starts, Bahari BlueTech may retain the value of work completed, time reserved, third-party costs and committed expenses;
- completed or substantially completed custom Deliverables are generally non-refundable, except where they materially fail to match the agreed scope and we do not correct the failure within a reasonable opportunity;
- approved third-party purchases, printing, travel, software, data and subcontractor costs are non-refundable once committed; and

- where Bahari BlueTech cancels without Client fault, we will refund the unearned balance for work not supplied.

Refunds, where approved, are made using a reasonable method and may take time to process through banks or payment providers. See Schedule 2 for the general framework.

## 12. Delivery, review and acceptance

Estimated delivery dates are targets, not guarantees, unless expressly agreed as fixed. Delivery may be affected by Client delays, technical complexity, third-party dependencies, force majeure or required clarification.

You must review Deliverables promptly and provide one consolidated list of issues within the review period stated in the quotation. If none is stated, the review period is 7 calendar days after delivery.

A Deliverable is accepted when you confirm acceptance, use it for production or submission, fail to report a material scope mismatch within the review period, or approve the final milestone.

Corrections for our demonstrable failure to follow the agreed scope will be made within a reasonable period. New preferences, additional features or changes to source information are treated as scope changes.

## 13. Engineering and technical disclaimers

### Critical safety distinction

A concept image, preliminary drawing, visualisation, estimate or CAD model is not automatically a certified, class-approved, construction-ready or fabrication-ready engineering document. The status of every Deliverable is determined by its label and the accepted project scope.

Unless expressly stated in a signed project agreement, Deliverables are not:

- certified engineering drawings, statutory submissions or approvals;
- classification society, flag-state, port authority, county or national regulatory approvals;
- substitutes for site surveys, hydrographic surveys, geotechnical investigations, stability books, structural verification or professional sign-off;
- guarantees of fabrication quality, installation, seaworthiness, fitness for service, production output, profitability or regulatory acceptance.

The Client and its contractors must verify all dimensions, loads, materials, interfaces, utilities, site conditions and applicable standards before fabrication, construction, installation or operation.

Marine, offshore, mechanical, electrical, aquaculture and fabrication activities involve inherent risks. You must implement appropriate safety management, competent supervision, inspections, testing, permits and emergency procedures.

We are not responsible for deviations introduced by fabricators, builders, installers or third parties, or for use outside the agreed purpose.

## 14. Intellectual property

Each party retains ownership of intellectual property it owned before the project.

Client Materials remain the Client's property, subject to the limited licence in clause 6.

Bahari BlueTech retains ownership of its methodologies, templates, libraries, calculation tools, know-how, reusable code, standard details, workflows, background designs and improvements that are not uniquely created for the Client.

Unless the quotation expressly provides for assignment, and subject to full payment, the Client receives a perpetual, non-exclusive, non-transferable licence to use the final Deliverables for the project and purpose stated in the quotation. The Client may share them with its contractors and advisers only for that purpose and must ensure they observe applicable restrictions.

Editable source files, native CAD files, parametric models, software code and working files are included only if expressly listed as Deliverables.

No intellectual property rights transfer until all relevant invoices are paid in full.

Bahari BlueTech will not publish or display identifiable confidential project materials in a portfolio without the Client's consent. We may use anonymised, non-confidential learnings and general know-how that do not reveal Client identity or protected information.

If a third party alleges that Client Materials infringe its rights, the Client must cooperate in resolving the claim. If our original Deliverable is found to infringe a third party's rights, our reasonable remedy may be to modify, replace or withdraw the affected Deliverable.

### **15. Third-party tools, links and services**

The Website and Services may rely on third-party hosting, cloud storage, payment services, mapping, CAD, rendering, communication, analytics or file-transfer tools. Their terms and privacy practices may also apply.

Links to third-party websites are provided for convenience and do not imply endorsement. We are not responsible for external content, availability or security.

Open-source, manufacturer, standards-body or third-party components may be subject to separate licences and restrictions.

### **16. Privacy and personal data**

We process personal data in accordance with applicable Kenyan data protection law and our Privacy Policy. The Privacy Policy should be read together with these Terms.

Personal data may include contact details, organisation details, communications, transaction information, IP/device information and personal data contained in uploaded files.

We process data for purposes such as responding to enquiries, assessing projects, delivering Services, invoicing, security, recordkeeping, legal compliance and legitimate business administration.

You should submit only personal data that is relevant and necessary. If you submit another person's data, you confirm that you have a lawful basis and have provided any required notice.

Where service providers process data for us, we take reasonable steps to use appropriate contractual and security safeguards. Cross-border processing may occur where cloud or software providers operate internationally, subject to applicable safeguards.

Requests concerning access, correction, objection, restriction, portability or deletion may be sent to [info@baharibluetech.co.ke](mailto:info@baharibluetech.co.ke). Some information may be retained where required for contracts, safety, tax, dispute prevention or legal compliance.

### **17. Warranties and disclaimers**

We will perform accepted Services with reasonable skill and care appropriate to the agreed scope.

Except for warranties that cannot lawfully be excluded, the Website and general Website content are provided on an 'as available' basis. We do not warrant uninterrupted access, error-free operation, permanent file availability, suitability for every purpose or that all vulnerabilities will be prevented.

Any estimate, projection, concept, rendering, preliminary quantity or indicative timeline depends on assumptions and may change when verified information becomes available.

## 18. Limitation of liability

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded, including liability for fraud, fraudulent misrepresentation, wilful misconduct or any mandatory consumer right.

To the maximum extent permitted by law, Bahari BlueTech is not liable for indirect, consequential, special or punitive loss; loss of profit, revenue, production, opportunity, goodwill, contracts or anticipated savings; loss or corruption of data; downtime; or claims caused by third-party fabrication, installation or use.

To the maximum extent permitted by law, Bahari BlueTech's total aggregate liability arising from a project is limited to the fees actually paid to Bahari BlueTech for the specific Service giving rise to the claim during the 12 months before the event. If no fee was paid, liability relating solely to Website use is limited to KES 10,000.

The limitations apply regardless of the legal theory, but only to the extent they are fair, reasonable and enforceable under applicable law.

The Client must take reasonable steps to mitigate loss and notify us promptly of any issue.

## 19. Indemnity

To the extent permitted by law, you agree to indemnify Bahari BlueTech against third-party claims, losses and reasonable costs arising from your unlawful use of the Website, breach of these Terms, Client Materials, infringement of third-party rights, inaccurate information, unauthorised modifications, or use of Deliverables outside the agreed scope.

This indemnity does not apply to the extent a claim is caused by Bahari BlueTech's own breach, negligence or wilful misconduct.

## 20. Suspension and termination

We may suspend or terminate Website access or a project for material breach, non-payment, abusive conduct, security risk, unlawful instructions, conflict of interest, unsafe conditions or failure to provide required information.

Where practical, we will give notice and an opportunity to remedy. Immediate suspension may be necessary for safety, security or legal reasons.

On termination, the Client must pay for work performed and committed costs up to the termination date. Clauses intended to survive, including payment, confidentiality, intellectual property, liability, dispute resolution and recordkeeping, continue to apply.

## 21. Force majeure

Neither party is liable for delay or failure caused by events beyond reasonable control, including natural disasters, extreme weather, fire, epidemic, war, civil unrest, government action, strikes, utility failure, internet or hosting outage, transport disruption, import restrictions or critical supplier failure.

The affected party must take reasonable steps to reduce the impact. If the event continues for more than 45 days and materially prevents performance, either party may terminate the affected work, subject to payment for work already performed and committed costs.

## 22. Complaints and dispute resolution

Please raise complaints promptly by emailing [info@bahariblue.tech](mailto:info@bahariblue.tech) with your name, project reference, a clear description and supporting material.

The parties will first attempt in good faith to resolve the dispute through direct discussion within 14 days.

If unresolved, the parties may agree to mediation in Mombasa or online before commencing court proceedings, except where urgent injunctive relief, debt recovery or a statutory complaint process is appropriate.

Nothing prevents a consumer or data subject from using any mandatory complaint, regulatory or court process available under law.

### 23. Governing law and jurisdiction

These Terms and non-contractual obligations arising from them are governed by the laws of Kenya.

Subject to any mandatory consumer forum or agreed mediation, the courts of Kenya have jurisdiction. The parties submit to courts with appropriate territorial and subject-matter jurisdiction, with Mombasa as the intended forum where legally permissible.

### 24. Changes to these Terms

We may update these Terms to reflect changes in law, technology, services, security or business practices. The updated version will be posted with a revised effective date.

Material changes apply prospectively unless law requires otherwise. Project-specific signed agreements are not changed merely by updating Website Terms.

### 25. General provisions

- If any provision is invalid or unenforceable, it will be limited or removed to the minimum necessary, and the remainder will continue.
- A failure to enforce a right is not a waiver.
- You may not assign a project or these Terms without our written consent, except as part of a lawful business transfer. We may assign them to a successor or affiliate, subject to applicable law.
- These Terms, the Privacy Policy and any accepted project documents form the agreement for the relevant subject matter.
- Headings are for convenience and do not affect interpretation. 'Including' means 'including without limitation'. Electronic records and communications may be used to evidence acceptance and instructions.

### 26. Contact information

<b>Business</b>	Bahari BlueTech Limited
<b>Website</b>	<a href="https://bahariblueotech.co.ke/">https://bahariblueotech.co.ke/</a>
<b>Email</b>	info@bahariblueotech.co.ke
<b>Telephone</b>	+254 140 211 588
<b>Location</b>	Mombasa, Kenya

## Schedule 1 - Upload rules

These rules apply whenever the Website allows you to attach or transfer files.

**Permitted purpose.** Submit materials only for a genuine enquiry, quotation, project, support request or other purpose invited by Bahari BlueTech.

**File rights.** Submit only materials you own or are authorised to share and have processed for the requested purpose.

**Minimum necessary data.** Remove irrelevant personal, confidential and sensitive information before uploading.

**Security.** Scan files for malware and do not upload executables, scripts, password stealers, ransomware, macros or concealed payloads.

**Accuracy.** Label units, dimensions, revisions, scale, coordinate systems and assumptions clearly. State whether drawings are measured, estimated, as-built or conceptual.

**Backups.** Keep your own original and backup copies. The upload portal is not an archival service.

**Confidential projects.** Request an NDA or secure transfer method before sending commercially sensitive, export-controlled, security-sensitive or high-value proprietary information.

**Prohibited content.** Do not submit unlawful, defamatory, deceptive, discriminatory, exploitative or rights-infringing content.

**Third-party people.** Do not submit another person's personal data without authority and a lawful basis.

**File limits.** Comply with displayed format and size limits. Large datasets or model packages may require an agreed transfer method.

## Schedule 2 - General refund framework

Stage	Typical treatment	Important qualification
Before acceptance or payment	No charge, unless a separately agreed paid consultation or assessment has occurred.	Third-party charges already authorised may still be payable.
After payment but before work starts	Potential refund less unavoidable transaction, procurement or administrative costs.	Capacity reservation or expressly non-refundable booking fees may be retained if clearly disclosed.
Work in progress	Refund, if any, is reduced by work completed, time reserved and committed costs.	A progress record or milestone value may be used.
Substantially complete or delivered custom work	Normally non-refundable.	Mandatory consumer remedies and correction of material scope failures remain available.
Bahari BlueTech cancels without Client fault	Refund of the unearned balance for work not supplied.	Completed work and approved third-party costs remain payable.

### Consumer rights preserved

This framework does not remove any remedy, cooling-off right, refund right or protection that applies mandatorily under Kenyan law. Project-specific quotations should state deposits, milestones, revision limits and cancellation consequences clearly before payment.

## Legal reference note

This document was prepared with reference to the Kenyan legal framework relevant to online services, consumer transactions and personal data, including the Data Protection Act, 2019; the Consumer Protection Act, 2012; and the Kenya Information and Communications Act. It is a business drafting aid, not a substitute for legal advice.

**Kenya Law - Data Protection Act, 2019:** <https://new.kenyalaw.org/akn/ke/act/2019/24/>

**Kenya Law - Consumer Protection Act, 2012:** <https://new.kenyalaw.org/akn/ke/act/2012/46/>

**Kenya Law - Kenya Information and Communications Act:** <https://new.kenyalaw.org/akn/ke/act/1998/2/>

**Office of the Data Protection Commissioner:** <https://www.odpc.go.ke/>