

## I. General

1. For all business between Maritime Experts and Companies as customers only following general terms and conditions shall apply. Companies in the meaning of the terms and conditions are private individuals, legal entities and partnerships which act in exercise of a commercial or independent activity with whom we enter into business relations. Any terms and condition of the customer which deviate from these terms and conditions and which have not been written accepted are non-binding of us, even if they are not expressly excluded. Our delivery conditions also apply even when we make a delivery to a customer with knowledge of their contradictory or deviating delivery conditions. Our delivery conditions apply in advance to future business with the customer.
2. The transfer of the customer's rights from the contract is not permitted.
3. Our offer is subject to confirmation. Collateral agreements, reservations, changes and supplements must be in written form in order to be effective. Special arrangements apply only in individual cases not for earlier and later businesses.
4. The customer is committed to the order for 2 weeks of receipt by us. Such an order counts only as accepted after written confirmation or written notification that the goods are ready for delivery or delivery; for the effectiveness of the declaration of acceptance it's receipt is not necessary (§ 151 BGB)
5. Our prices will be invoiced plus the applicable statutory VAT, ex works Jübek plus costs of freight, installation and packaging. Unless fixed prices have been agreed upon, the prices shall be invoiced in accordance with the current daily prices. Agreed prices are valid 4 months after signing the contract. If longer delivery times have been agreed, the prices shall be invoiced in accordance with the supplier's prices at the delivery day.
6. We reserve without limitation our rights of ownership and exploitation of copyright in respect of our cost estimates and all documents relating to offers; these shall not be disclosed to any third party. Drawings and other documents that are part of the offer shall be promptly returned upon request in the event the order is not placed. Customer's rights to keep this are excluded.
7. Any pieces confirmed shall only apply if delivery is taken for the quantity so confirmed. In case of a difference in the order quantity we are entitled to adjust the prices using equitable discretion.

## II. Delivery

1. Delivery dates and periods of delivery, which can be bindingly and non-bindingly agreed upon, are to be indicated in writing. The conditions of correct and punctual deliveries to us as the supplier remains reserved.
2. Indicated delivery deadlines refer to the normal course of business and are subject to reasonable extension in case of a) delays in the provision of documents, advance payments or other performances which the customer is liable to prior to receiving the consideration b) of subsequent alterations to the contract by the customer c) unforeseeable events at Maritime Experts or its suppliers' such as breakdowns, administrative measures, problems with energy supply, delayed deliveries of important materials, strikes, lockouts, and other similar events not ascribable of Maritime Experts.
3. If as a result of the aforementioned events the delivery or performances becomes impossible wholly or in part, Maritime Experts will be released wholly or in part from the obligation to deliver, without the customer being entitled to demand damages.
4. In the event that the impediments cited in II. 2c) occur to the customer, then the same legal consequences apply as for its acceptance obligation.
5. The contract partners are liable to immediately inform the other party about the beginning and end of such impediments.
6. The customer can request us in writing 4 weeks after exceeding of a non-binding delivery date or a non-binding delivery time, to deliver within a reasonable time period. This notice shall put us in default. If the customer sets a reasonable final deadline in case such a supply delay occurs and we are responsible for failing to comply with this term, it shall be entitled to withdraw from the contract. Compensation claims due to non-performance in the amount of the foreseeable damage shall only be available if the delay was caused due to wrongful intention or gross negligence.
7. If the customer is late in accepting our delivery or if he does not comply with any other obligation to cooperate, we reserve the right to charge him for any expenses we have incurred, including potential additional costs, after we have unsuccessfully given him an adequate deadline. In this case the risk of accidental loss and accidental deterioration of the goods shall pass to the customer.
8. The period of delivery determined by us shall only commence after all technical questions have been resolved.  
The agreed delivery deadline shall be extended, regardless of our rights, due to default, for the period in which the customer is in delay with his obligations of the contract.  
The delivery deadline shall be extended for the duration of the hindrance account of force majeure.

## III. Services

1. Maritime Experts GmbH & Co KG services/performances (technical manuals, CD-ROM, DVD, pdf-files etc.) remain the property until complete payment is received. The customer/vendor is authorized to resell Maritime Experts performances/goods as long as it is agreed upon that payments for the same are not delinquent. Receivables resulting from the resale of Maritime Experts products will be assigned to Maritime Experts entirely. We authorize our customer to collect on outstanding receivables. We further reserve the right of cancellation on those collections. Maritime Experts however will only revoke that right, should securing those receivables be in jeopardy. Direct debit authorization expires as soon as an account is beyond, a check is returned and/or the filing of bankruptcy.
2. Claims brought against us by the customer for damages and other costs incurred are not permitted, irrespective of the legal reason, unless they are based on a deliberate act of negligence on our part, on damage to health or personal injury due to an act of negligence on our part or on the issuance of a guarantee by us for the achievement of a specific condition or against non-compliance with specific contractual obligations. Claims for damages resulting from non-compliance with significant contractual obligations by ourselves, or representatives and executing aides appointed by us, shall be limited to damage that is typical and predictable or expected for the type of contract issued and up to the order value unless premeditation or gross negligence on our part can be proven or unless we are liable for damage to health or personal injury or unless we have guaranteed achieving a specific condition. Liability throughput shall be excluded.

## IV. Warranty

1. We provide warranty within the context of the terms and conditions of the manufacturer.  
If our supplier provides us with warranty, our warranty is limited to the volume of this supplier warranty.
2. The purchaser is obliged to inspect the delivered goods immediately after their receipt and to give written notice of possible defects according to § 377 HGB. If this does not happen claims are excluded.
3. Other claims of the purchaser are excluded, especially damage compensation claims and follow-up costs.

## V. Payments

1. Payments for deliveries and services shall be made in accordance with the agreed terms, without detailed agreements within 14 days after receiving the invoice. The payment has to be made that we can dispose of the amount on the due date. Any costs of monetary transactions shall be borne solely by the customer. The deduction of discounts shall require a special agreement in writing.
2. If the customer defaults on payment of a claim resulting from the business, we are entitled to demand interest on arrears in at least the legal amount, even without prior notice. If we are able to prove greater damage caused by default, we shall be entitled to assert said greater damage. The customer shall, however, be free and entitled to provide proof that either no loss or a substantially lesser loss was caused for us by any delay in payment. Furthermore, we are entitled to demand outstanding amounts not yet due.
3. The customer will be only entitled to rights set-off, if his counterclaims are found absolutely, are undisputed or recognized by us. In addition, the customer is authorized to practice the right of retention in so far as his counterclaim is based on the same contractual relationship. The customer shall have no right of retention on account of disputed counterclaims.
4. If the customer defaults on payment we are entitled to take back the goods. We can moreover prohibit the resale and removal of the supplied goods. Taking back goods does not imply a termination of the contract.
5. Insofar as later circumstances become known which produce a material deterioration in the customer's financial position and which jeopardise payment to us, all payment shall become due and we shall be authorised to make any bills of exchange held immediately due, regardless of their maturity dates.
6. In the cases under No. 4 and 5 we are entitled to cancel the direct debit authorisation and demand advance payments for pending deliveries.
7. The customer may avoid any legal consequences described in No. 4 to 6 by offering collateral securities equivalent to the value of our endangered payment claim.
8. The legal regulations determining the delayed payment remain unaffected. If the customer defaults on payment or does not fulfil the obligation to accept delivery in due time, we are entitled to demand claim damages due to non-fulfilment according to statutory regulations. In such a case we are entitled to charge 30% of the value as compensation, in which respect proof of the loss is not necessary. The customer is entitled to prove evidence to the effect that we either incurred no damage at all or that the actual damage incurred is lower than the lump sum.

## VI. Reservation of Ownership

1. All goods supplied remain our property (served merchandise) until all claims, especially the respective balance of the business relation is settled, including all our future payment claims against the purchaser, e.g. Acceptor's bills.

## VII. Place of fulfilment and Place of Jurisdiction

1. Place of fulfilment is Jübek unless otherwise specified in the contract note.
2. Jurisdiction for all conflicts resulting from the contract between the customer's company and ours lies with the Law Courts of the City of Schleswig.