

General Terms

1 Field of application

All orders are accepted and executed under the following conditions. By placing an order, the client accepts these conditions as legally binding. Deviations from these conditions, oral collateral agreements and assurances always require written confirmation to be valid. Changes to this written form clause are also only possible in writing.

2 Scope and execution of the order

The scope of services of an order is determined before the order is placed. The written order confirmation and, if no such confirmation has been issued, the written order of the customer shall be decisive for the scope. Changes to the agreed scope of services must be made in writing. The resulting additional costs are to be reimbursed separately. BESTSHIP GMBH & CIE. KG also reserves the right to call in external experts for the execution of the orders.

3 Deadlines

Time limits for the execution of the order shall be deemed non-binding unless they have been expressly agreed in writing as binding. Compliance with a delivery period agreed in writing presupposes the fulfilment of the customer's contractual obligations, insofar as the customer has obligations to cooperate or provide assistance or other services prior to delivery.

Delivery periods shall be extended in the event of force majeure. This also includes the unforeseen loss of work of one or more BESTSHIP GMBH & CIE. KG order processors.

4 Prices

The price is agreed in detail for each project. Should the work of BESTSHIP GMBH & CIE. KG not be performed until more than four months after conclusion of the contract or, for reasons for which the client is responsible, until more than four months after conclusion of the contract, BESTSHIP GMBH & CIE. KG is entitled to adjust the price in accordance with cost increases that have occurred in the meantime in the areas of wage and salary costs, ancillary wage costs and taxation.

5 Terms of payment

The customer must make payment in accordance with the agreed terms of payment. Unless otherwise agreed, invoices are due immediately upon receipt.

If the customer is in default of payment, the delivery periods shall be extended accordingly. Incidentally, BESTSHIP GMBH & CIE. KG is entitled to demand interest on arrears to the amount of 5% above the respective discount rate of the Deutsche Bundesbank.

The commercial rights as well as any other right of retention of the client are excluded. Offsetting against counterclaims of the customer is also excluded, unless the counterclaim is undisputed or legally binding.

6 Protection of work results

The client is responsible for ensuring that the services provided under the contract of BESTSHIP GMBH & CIE. KG will only be used for his own purposes for designs, models, EDP programmes, descriptions and other documents, as well as work derived therefrom. The copyright of BESTSHIP GMBH & CIE. KG reserves the right to these documents.

Any publication, duplication, transmission, etc. requires the prior written consent of BESTSHIP GMBH & CIE. KG.

BestShip GmbH & Cie. KG

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Amtsgericht Hamburg HRA 117 579 | Komplementär: Verwaltung BestShip GmbH | Amtsgericht Hamburg HRB 132 005

Managing Director: Michael Brandhoff

7 Confidentiality

BESTSHIP GMBH & CIE. KG maintains confidentiality with regard to all documents and other information that it receives from the customer in connection with the orders placed with it.

8 Remedy of defects

In the event of defects – even in the absence of warranted characteristics – our warranty obligation is limited to rectification of defects or replacement delivery. If BESTSHIP GMBH & CIE. KG culpably allows a reasonable period of grace granted to it for rectification of defects and/or replacement delivery to expire fruitlessly or this has become impossible or has ultimately failed, the customer can demand a reduction of the remuneration or cancellation of the contract.

BESTSHIP GMBH & CIE. KG shall only be liable within the scope of its warranty obligation if the customer has immediately notified BESTSHIP GMBH & CIE. KG of any defects in writing.

BESTSHIP GMBH & CIE. KG shall be liable for damages arising within the scope of warranty, due to breach of secondary contractual obligations, due to errors of advice, tort, due to culpable breach of the obligation to rectify defects or for other legal reasons, unless intent or gross negligence lies with BESTSHIP GMBH & CIE. KG or at the least negligent breach of essential contractual obligations. However, liability for gross negligence with regard to vicarious agents, insofar as they are not executive employees, as well as for the violation of essential contractual obligations without gross negligence, is limited to compensation for the typical damage foreseeable at the time the contract was concluded. Claims for damages due to the absence of warranted characteristics are also excluded if the warranty did not exactly have the meaning of avoiding typical consequential damage caused by a defect. Any warranty claims become time-barred 6 months after the services have been rendered by BESTSHIP GMBH & CIE. KG.

9 Liability

Claims for damages of any kind outside the warranty against BESTSHIP GMBH & CIE. KG, for example, due to breach of secondary contractual obligations, incorrect advice, from culpa in contrahendo, from tort, are excluded, unless there is intent or gross negligence with regard to vicarious agents, insofar as these are not executive employees, as well as with regard to the breach of essential contractual obligations without gross negligence. However, they are limited to the typical damage foreseeable on conclusion of the contract.

If, according to the foregoing, BESTSHIP GMBH & CIE. KG's liability is considered, this shall be limited in amount of the agreed remuneration.

The above exclusions and limitations of liability do not apply to damages for which BESTSHIP GMBH & CIE. KG is liable under the Project Liability Act of 15 December 1989.

Any claims for damages on whatever legal grounds – with the exception of claims in tort – become statute-barred six months after BESTSHIP GMBH & CIE. KG has rendered the service.

10 Law, place of performance and jurisdiction

The place of performance is Hamburg.

The place of jurisdiction for all disputes arising from the contract is Hamburg, provided that the customer is a registered trader within the meaning of the German Commercial Code (HGB). BESTSHIP GMBH & CIE. KG is, however, also entitled to sue the customer at his place of business.

The contractual relationship shall be governed by German law.

Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

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