

General Terms and Conditions
for Supply and Services of HanseNautic GmbH
– applicable to Consumers –
Edition 06/2010

1. Scope of Application

- 1.1 These General Conditions (in the following referred to as Supply-Conditions) only apply to consumers pursuant to § 13 BGB (Bürgerliches Gesetzbuch – German Civil Code) (in the following: „Customer“) and apply exclusively for all contracts concluded in the presence of the parties in respect to the purchase and the delivery of all goods available from the HanseNautic GmbH, in particular paper – sea-charts, nautical reference books, electronic sea-charts and other electronic data media with nautical contents as well as navigation systems (in the following: “the goods”) as well as the provision of other services. For all contracts concluded by the aforementioned group of Customers by the use of means of distance communication (e.g. e-mail, telephone calls or fax) or in our Online-Shop the General Conditions for the Mail Order Business which are published at www.hansenautic.de apply.
- 1.2 These Supply-Conditions apply exclusively in respect of the Customers referred to in para. 1.1. We do not recognize conflicting, different, supplementary and/or such conditions digressing from our Supply-Conditions. Those conditions do not become part of the contract unless we have expressly agreed otherwise.
- 1.3 Our Supply-Conditions also exclusively prevail if we supplied without any reservations to the Customer in awareness of the Customer’s conflicting, different, supplementary and/or digressing terms and conditions from our Supply-Conditions.

2. Conclusion of the Contract

- 2.1 Our offers our subject to confirmation unless expressly indicated otherwise in our written offer all our offer confirmation.
- 2.2 In the event of offers subject to confirmation contracts with only become effective if we accepted the order by written order confirmation or if the Customer accepted the goods delivered on the basis of his/her order without reservation. If an order placed on the basis of our offer subject to confirmation is qualified as an offer pursuant to § 145 BGB we can validly accept this offer within a time limit of 14 days counting from the date of the offer.
- 2.3 If a contract is concluded with us pursuant to the Supply-Conditions, then the contents, the nature and volume of services owed by ourselves are exclusively subject to the Supply-Conditions as well as the individual written contract with us. Supplementary oral agreements or subsequent amendments of the contract are only binding if expressly confirmed by us in writing.

3. Prices and Transport Costs

- 3.1 The prices for sea-charts, maritime reference books, beacon registers and textbooks as well as other print media from domestic producers or publishers are determined by the hydrographical authorities and the respective publishers for domestic supplies. In the event of domestic supplies the prices for German books are almost exclusively subject to the controlled price for publishing products which we are obliged to comply with on the basis of the German “Book Retail Price Maintenance Act” (the Act). (“Buchpreisbindungsgesetz”). In respect of domestic print media subject to the Act the price at the time of delivery applies provided at the time of the order the edition ordered is no longer available from the producer or the publisher.
- 3.2 Otherwise, the price at the time of the order applies. If, in the event of agreement on a delivery date or a delivery term this is exceeded beyond four months counting from the date of the order confirmation or if the delivery is delayed beyond four months counting from the date of the confirmation of the order for reasons for which the Customer is solely responsible or for reasons which are within the Customer’s sphere of risk, this, too, entitles us to charge the price applicable on the day of delivery. If the price increase is beyond 5 % the Customer is entitled to

rescind. This right is forfeited unless exercised within a time limit of two weeks, counting from the date of notification of the new price.

- 3.3 All our prices are in Euro, as an exception also in USD. The German statutory VAT applicable at the time of delivery of the respective goods is included. VAT is charged to all domestic Customers and all Customers resident in an EU- state or a third country if this is in compliance with the VAT-laws in the country of delivery. Our invoices are issued for the gross price and indicate the statutory VAT at the end of the invoice.

- 3.4 Shipping costs are charged pro rata in accordance with our current price lists. This does not include nautical equipment (in particular sextants, binoculars, hand bearing compasses) as well as videos, DVDs and software which, upon the Customer’s request, are delivered as insured parcel and charged on actual cost basis. The shipment costs lump-sum rule does not apply to shipping modes other than the usual shipping, in particular UPS-deliveries, express deliveries and registered deliveries. These are charged separately on costs basis.

- 3.5 The risk of export restrictions in relation to import into countries outside Germany to be borne by the Customer. The Customer is responsible for the proper payment of the required customs and duties as well as import duties.

4. Specifics in respect of Sale and Supply of Sea-Charts

- 4.1 The official German and British paper sea-chart supplied by us are being corrected manually by ourselves during storage and supplied to the Customer in the updated version documented by seal. Official German paper sea-charts are updated exclusively on the basis of the “Notices for Seafarers” issued by the “Bundesamt für Seeschifffahrt und Hydrographie” (Federal Agency for Navigation and Hydrography) and the official British paper sea-charts are exclusively updated on the basis of the „Notice to Mariners” issued by the British Admiralty.

- 4.2 Official paper sea-chart issued by hydrography agencies and countries other than the official German and British paper sea-charts referred to in § 4.1 will only be updated by ourselves upon the Customer’s special instructions. In this case the updating will be done exclusively on the basis of the Notices to Seafarers of the respective hydrography agency of the respective country. The charges of this separately ordered update is always invoiced on the basis of actual costs.

- 4.3 Official or non official electronic sea-charts are supplied as digital data media or, as the case maybe, pre-installed on hardware or in any other form. The correction of electronic sea-charts is not performed by ourselves but will be done exclusively by the respective producer in irregular intervals. The supply with corrected and updated electronic sea-charts through us is done either on the basis of a separate order by the Customer or under a subscriber service contract if one is concluded by the Customer. Please note that because of the afore stated reasons and for insurance reasons electronic sea-charts do not substitute paper sea-charts.

- 4.4 The correction of leisure craft charts is excluded.

- 4.5 All corrections done by ourselves are made by trained personnel.

- 4.6 The none-official sea-charts, electronic or paper sea-charts supplied by ourselves do not substitute official sea-charts. They are only navigational aids to facilitate the use of official sea-charts. The use of navigational aids is solely the Customer’s responsibility.

5. Payments

- 5.1 Unless indicated otherwise in our order confirmation or our written offer the purchase price is due without deductions within 14 days counting from the invoice date. In the event of delay we are entitled to charge default interests at a rate of 5 % points above the base rate of the European Central Bank. We reserve the right to prove and claim higher damages for delay.

- 5.2 With regard to supplies within Germany the Customer pays at his/her choice per direct debit (up to an amount of € 300), credit card, cash on delivery or cash in advance. In event of supplies abroad the Customer pays at our option by credit card or cash in advance.

- 5.3 Any trade discount is subject to a separate written agreement.

- 5.4 The Customer is only entitled to a set-off if his/her counter claims have been established as final and absolute or if they are undisputed or acknowledged by us.

- 5.5 A Customer is only entitled to exercise a retention right pursuant to § 273 BGB if the respective counter claims are based on the same contractual relationship.

6. Supply and Delivery Times

- 6.1 Compliance with our obligation to supply is subject to the timely and proper fulfilment of the Customer’s obligations. The plea of non-performance of the Contract is reserved. If cash on delivery was agreed delivery will only be made following receipt of payment into the bank account indicated by us unless the Customer can exercise a right of retention pursuant to no. 5.5 of these Supply Conditions.

- 6.2 The agreement of delivery dates or delivery deadlines are only binding if expressly so agreed and the date or the term has been confirmed by us in writing.

- 6.3 Agreed terms start with the date of the order confirmation, however, not prior to the fulfilment of Customer’s obligations of advance performance, if any.

- 6.4 An obligation to delivery on our part only arises if we confirm the order and deliverability of the goods in writing. Deliverability of the goods in our catalogues is subject to the reservation that we hold the goods ordered in stock and that at the time of the requested delivery they are available from the respective producer which, e.g. cannot be confirmed the event of new editions.

- 6.5 A delivery obligation is subject to the correct and timely supply to us by our suppliers. This only applies, however, if we are not responsible for the non- or delayed delivery and have secured a matching cover transaction with our supplier. If we are not responsible for not being able to deliver the goods ordered we are entitled to rescind the Contract with the Customer in which case the Customer shall be notified immediately that the goods ordered are not available. The Customer’s statutory claims remain unaffected. Any purchase payment made shall be reimbursed forthwith.

- 6.6 If we have the goods ordered in stock and have not bindingly agreed on a delivery date or a delivery term we hand over the goods within approximately 10 days counting from the date of our order confirmation to the postal service or to a freight forwarder. If we perform the delivery ourselves delivery commences within the above mentioned period of time. The delivery time of foreign sea-charts and text books can extend to four weeks or more.

- 6.7 If we do not have the goods in stock we order the goods from the respective producers/publisher and dispatch them without further request and immediately to the Customer as soon as the goods arrive to our storage. The same applies if the goods ordered are not published as yet. In this case the order will be reserved, if possible. If the respective products are no longer available, at the Customer’s option the order can be cancelled or reservation can be made for a reproduction or new edition, if any. In any of the aforementioned alternatives the Customer will be notified about the non-availability of the goods ordered.

- 6.8 Our delivery obligation is fulfilled as soon as we hand over the goods to the post service or the company instructed with the carriage or shipment of the goods. If we carry out the shipment or the transport ourselves our delivery obligation is fulfilled by handing over of the goods to the receiver named by the Customer at the delivery address named by the Customer.

- 6.9 The delivery is made at the place named by the Customer as delivery address and to the receiver named by the Customer in his/her order. If the deliveries address changes the Customer must notify this immediately. Costs caused by a subsequent change of the deliveries address by the Customer are to be borne by the Customer. The delivery of sea-charts to a DHL packing station is impossible for technical reasons.

- 6.10 We are, at any time, entitled to part-deliveries and part-services in as much as these are reasonable for the Customer.

7. Delay in Delivery

- 7.1 In any event of a binding agreement of a delivery date or a delivery deadline and provided we do not perform the delivery ourselves we have fulfilled our obligation to deliver within the agreed delivery term if the goods are being delivered to the postal services or handed over to the transport and/ or shipping company sufficiently timely that under normal

circumstances one could expect delivery on the agreed delivery date or within the agreed delivery term.

- 7.2 If our delivery is delayed and if the Customer evidently suffered a loss caused thereby for which we are liable, our obligation to compensate is limited to a total sum in the amount of 5 % of the net-order value. Claims for damages in excess of this are excluded. The aforementioned limitation of liability does not apply when missing an agreed fix delivery deadline, in the event of bad faith, intent and gross negligence, injury to life, body or health as well as breach of a material contractual obligation ("Kardinalpflicht") within the meaning of no.12.4. of these Supply Conditions. We are vicariously liable for our agents' and servants' liability.

8 Obligation to take Delivery and Delay in taking Delivery

- 8.1 The Customer is under an obligation to take delivery of the goods offered to him/her. Taking delivery represents a material contractual obligation of the Customer. The Customer is not permitted to refuse taking delivery of the goods because of insignificant defects.
- 8.2 If the Customer delays taking delivery of the goods we are entitled to refuse performance and claim damages for non-performance after expiry of a reasonable deadline set by ourselves.
- 8.3 During delay in taking delivery we are only liable for intent and gross negligence.
- 8.4 In the event of delay for delivery the risk of fortuitous destruction or a fortuitous deterioration of the goods passes to the Customer at the time of delay in taking delivery in as much as the risk has not already passed pursuant to no. 9.3.

9 Transport and Transfer of risk

- 9.1 Unless agreed otherwise, the goods are being transported at the Customer's costs, at our option by ourselves or, at our option, by post or by a transport or shipping company instructed by us. The choice of the means of transport and the transport route is ours.
- 9.2 The transport of the goods is not insured. If the Customer so wishes we arrange for the delivery to be covered by transport insurance, the respective costs to be borne by the Customer. This is subject to a separate agreement.
- 9.3 Risk is transferred to the Customer with the handing over of the goods to the freight forwarder or any other party instructed with the transport or the shipment. If delivery is made by us risk passes to the Customer when leaving our business premises or, if the goods are being taking over by ourselves on a business premise, at the time of leaving the respective business premises.
- 9.4 If, upon the Customer's request or by the Customer default a delivery date or delivery deadline agreed pursuant to these Conditions is postponed and/or extended we are entitled to put the goods in storage at the Customer's risk and expense. In this case the Customer must reimburse us all additional cost caused by the postponed of the delivery date or the extension of the delivery term. Any further rights to which we may be entitled are being reserved.

10 Retention of Title

- 10.1 We retain title to the goods delivered until receipt of full payment. We are entitled to repossess the goods purchased if the Customer acts in breach of the Contract. Any proceeds generated are credited to the Customer's debt less reasonable disposal expenses.
- 10.2 The Customer is not allowed to either pledge the goods or transfer title to the goods as collateral in respect of goods subject to the retention of title reservation. If the goods are pledged or in the event of actions of third parties, in particular enforcement measures or other interference the Customer must notify us immediately in writing. The Customer must compensate us for all damage and costs caused breach of Contract and the ensuing measures against actions of third parties.

11 Rights if our supply and services are defective

- 11.1 We do not undertake any warranty and/or liability for the suitability of the goods delivered by us in respect of the Customer's intended purpose of use and employment thereof unless expressly agreed otherwise or if the purpose of employment or use is regarded as customary. It is the Customer's sole responsibility to properly select the ordered goods for the intended use, in particular regarding

sea-charts and nautical reference books. Further, no claims for defects arise if the defects and related loss/damage were caused by the Customer's faulty use, wear and tear and/or the use of the goods with unsuitable equipment. It is the Customer's responsibility to inform him/her about the requirement for the use, the possible consequences and risks of the use in general as well as their specific operational purpose before using the goods delivered by us.

- 11.2 In the event of defect the Customer must, first give us the opportunity to rectify the defect within a reasonable time at our option by way of cost-free repair or replacement (subsequent performance) and we are entitled to at least to attempts at replacement. The costs related to the subsequent performance will be borne by us unless these costs are unreasonable, in particular, because the Customer has taken the goods to a place different from the agreed place of delivery.
- 11.3 The Customer can only exercise his/her statutory rights because of a defect, namely rescission, reduction of the price (abatement), damages and/or reimbursement of costs, after we were granted a reasonable time for subsequent performance pursuant to the afore stated no. 11.2 and such subsequent performance was not accomplished within such time limit. Setting a time limit is not required in the event of our serious and final refusal of subsequent performance, if subsequent performance is unreasonable for the Customer or in the event of particular circumstances which under consideration of the interests of either party justify immediate rescission. Further claims for damages and/or reimbursement of costs are only possible in accordance with the provisions of no. 12.
- 11.4 We do not undertake any guarantees in respect of the sea-charts and navigation manuals published by hydrographic agencies or other enterprises and delivered by us are of free from defects and/or the information contained therein corresponds with actual facts. We draw your attention to the fact that hydrographic agencies or enterprises do not guarantee that that the sea-charts and navigation manuals published by them are free from defects. If a sea-chart or a navigation manual delivered by us is defective within the meaning of this no. 11, the Customer's claims in respect of defects are limited to subsequent performance, abatement or rescission, these rights being subject to the fulfilment of the requirements pursuant to the afore stated no. 11.3. Claims by the Customer for damages and/or reimbursement of costs because of the defect of sea-charts or navigation manuals delivered by us are excluded. This exclusion, however, does not apply in the event of intent or bad faith on our part or if the defect was caused by our negligent error when correcting the sea-chart. The provisions of this no. 11.4 apply to any type of sea-chart irrespective if it is a paper sea-chart, an electronic sea-chart, and official or non-official sea-chart.
- 11.5 Subject to the provisions in no. 11.7 the time limit for claims for defects is 24 months starting with the passing of the risk. This does not apply in the event of the defect having being caused with intent or gross negligence, if we were acting in bad faith or in the event of injury to health, life or body or if we undertook a quality/or supply guarantee. In these aforementioned cases the statutory time limit applies.
- 11.6 The aforementioned conditions in respect of the time limit pursuant to no. 11.5 also apply to concurrent claims in tort as well as consequential damage.
- 11.7 In the event for claims for defects which are subject to a statutory time limit beyond 24 months the respective statutory time limits apply.

12 Liability and Damages

- 12.1. We do not undertake any guarantee that the sea-charts or navigation manuals delivered to us by the respective producers or publishers and delivered by us to the Customer are free from defects. Subject to the following provision in the third sentence of this no. 12.1 our liability for any and all damage sustained by the Customer because the sea-charts and/or navigation manuals delivered by us contain errors or otherwise digress from factual conditions, is excluded. Our liability because of errors or digressions in the sea-charts and/or navigation manuals delivered by us can only be considered if the error or digression was caused negligently when correcting the sea-chart or in any other form negligently by us, our legal representatives, our employees and/or our servants or agents or if, at the time of delivery, we knew of the error or digression.
- 12.2. In as much as pursuant to no. 12.1 our liability for losses suffered by the Customer on account of errors and/or digressions in sea-charts and/or navigation manuals have

to be considered, our liability – as in all other cases – is exclusively governed by the general liability provisions pursuant no. 12.3 to 12.9. The provisions in no. 12.1 and this no. 12.2 apply to any kind of sea-chart and/or navigation manual. They also apply to any kind of damage (damage to property, personal injury and/or damage to assets) irrespective on which legal ground the claim for damages is being pursued.

- 12.3. For all claims for damages and/or reimbursement of costs against us our liability is unlimited pursuant to statutory provision only in the following cases:
- Intentional breach of duty by us, our legal representatives or servants or agents as well as in case of bad faith;
 - in the event of negligent breach of duty by us as well as our legal representatives or servants or agents leading to injury to life, bodily harm and/or health through ourselves
 - if we guaranteed the quality of our goods or the achievement of a specific performance;
 - if we are liable under the Product Liability Act.
- 12.4 In the absence of any event pursuant to para. 12.3 above our liability for any and all damages/losses and expenses of the Customer, irrespective on what legal grounds is excluded in case of simple negligence unless we negligently committed a breach of material contractual obligations ("Kardinalpflichten"). "Material contractual obligations" are such obligations which materially protect a Customer's position which is to be afforded to him/her according to contents and purpose of the contract; "material" are further such contractual obligations the performance of which allow the proper execution of the contract in the first place and the observance of which the Customer regularly relies on and is allowed to rely.
- 12.5 In as much as we are liable because of a breach of material contractual obligations by simple negligence pursuant to the afore stated no. 12.4 as well as in the event of strict liability, in particular in the event of impossibility of performance "ab initio" our liability is limited to such losses which are foreseeable and typical in respect of the contract.
- 12.6 We are only liable for procurement risks if this has been accepted expressly as "assuming the risk of procurement" in the form of a written agreement.
- 12.7 In as much as our liability is excluded or limited this also applies in respect of a personal liability for damages of our employees, representatives and servants/agents.
- 12.8 The Customer's claims for damages or reimbursements of costs against us become time barred pursuant to no. 11.5 to 11.7 of these Conditions unless the claims concern product liability pursuant to the Product Liability Act or claims pursuant to § 823 et seq. BGB.
- 12.9 The exclusions or limitations of liability pursuant this no. 12 also apply for non-contractual liability.

13. Applicable Law

These Supply-Conditions as well as all legal transactions between us and the Customer validly including these Supply-Conditions are subject to the laws of the Federal Republic of Germany under the exclusion of the CISG.

14. Partial Invalidity

In case individual provisions of these Conditions are invalid this does not affect the validity of the remaining provisions.