

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

Section A – General Conditions

1. Scope of Application

- 1.1. These General Conditions (referred to in the following as Supply-Conditions) only apply to enterprises within the meaning of § 14 Subs. 1 BGB (Bürgerliches Gesetzbuch – German Civil Code), public law corporations and public law trusts within the meaning of § 310 Subs. 1 BGB (in the following: Customer). They apply to the purchase and the delivery of all and any goods available from us, in particular to paper sea-charts, nautical manuals, electronic sea-charts and other electronic data media with nautical contents (in the following: „the goods“) as well as the provision of other services. In respect of the purchase and delivery of goods ordered by the aforementioned group of Customers in our Online-Shop the General Conditions for the Mail Order Business which are published at www.hansenautic.de apply.
- 1.2. In respect of Customers referred to in para. 1.1. these Supply-Conditions apply furthermore to all services rendered under our Subscriber Service on the basis of Subscribers Service Contract concluded with the Customer. The conclusion and performance of the Subscriber Service Contract or subject to the additional special conditions for Subscriber Service pursuant to Sec. B of these Supply-Conditions which take precedence over the General Conditions in this Sec. A, if applicable.
- 1.3. These Supply-Conditions apply exclusively to the Customers named in 1.1. We do not accept conflicting, different, supplementary and/or conditions digressing from our Supply-Conditions. Such conditions do not become part of the Contract unless we have specifically agreed to their inclusion.
- 1.4. Our Supply-Conditions also exclusively prevail if we supply without any reservations to the Customer in awareness of the Customer's conflicting, different, supplementary and/or conditions digressing from our Supply-Conditions.
- 1.5. By virtue of the conclusion of the first Contract with the Customer our Supply-Conditions also become part of any future business transactions with the Customer.

2. Conclusion of the Contract

- 2.1. Our offers are subject to confirmation unless expressly indicated otherwise in our written offer or our offer confirmation.
- 2.2. In the event of offers subject to confirmation contracts with us 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 these Supply Conditions, the contents, the nature and volume of services owed by ourselves are exclusively subject to the Supply-Conditions as well as individual written Contract with us. In respect of the Subscriber Service the special conditions for Subscriber Service pursuant to Sec. B of these Supply-Conditions apply to the conclusion and the performance of the service additionally and with priority. Oral additional 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, navigation manuals, 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"). As occasionally the prices can be outdated at the time of at the time of the order (e.g. in the event of new editions) the relevant contract price is the price applicable on the day of the delivery of your order.

- 3.2. 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 in. VAT is charged to all domestic customers and all customers resident in a 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.

- 3.3. Shipping charges or transport costs to be borne by the Customer and our being charged on an actual costs basis.
- 3.4. The risk of export restrictions in the event of import into countries outside Germany to borne by the Customer. The Customer is responsible for the due payment of required customs and charges 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 to 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-charts 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 none-official electronic sea-charts are supplied as digital data media or, as the case may be, 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. An automatic supply with corrected and updated electronic sea-charts is only made by us if the Customer concludes a Subscriber Service Contract with us pursuant to Sec. B of these Supply Conditions.

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 personal.
- 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 purchased 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 8 % points above the base rate of the European Central Bank. We reserve the right to prove and claim higher damages for delay.
- 5.2. The Customer pays when being invoiced. We do reserve the right, however, to demand at our option payment by direct debit, credit card, cash on delivery or cash in advance.
- 5.3. Any trade discount 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 or § 369 HGB if the counter claims fulfil the same requirements as set out in no. 5.4 or in

the event of the supplied goods being defective. In either case the Customer is only entitled to a right of retention 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 the Supply Conditions.
- 6.2. The agreement of delivery dates or delivery deadlines are only binding if expressly so agreed and the date or the deadline has been confirmed by us in writing.
- 6.3. Agreed deadlines 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 delivered and have concluded 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 deadline 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 deadline 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 deadline.

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. 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 deadline. 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 all payments under the business relations with the Customer. We are entitled to repossess the goods purchased if the Customer acts in breach of the Contract. To repossessing of the goods we are entitled to its disposal. Any proceeds generated are credited to the Customer's debt less reasonable disposal expenses.

10.2 The Customer is not allowed to either pledge 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 impairments the Customer has to 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.

10.3 The Customer is entitled to sell on the goods in the ordinary course of business. The Customer, however, assigns to us already now all claims he/she might be entitled to under the sale-on from Customer's purchaser in the amount of our claim as reflected in the final invoice (including VAT), irrespective if the goods were sold on without or after processing. The Customer remains entitled to collect this claim also after the assignment. Our entitlement to collect the claim ourselves remains unaffected. We are, however, under an obligation not to collect the claim for as long as

the Customer fulfils his/her payment obligations out of the proceeds collected, does not default in payment and, in particular, no insolvency or composition proceedings were made or payment has been suspended. However, if any of the aforementioned alternatives apply we are entitled to demand that the Customer discloses to us the assigned claims and the respective debtors and discloses all information relevant for the collection of the claims and provides us with the pertaining documents and informs the debtor (third party) about the assignment.

10.4 We are under an obligation to relinquish those securities to which we are entitled upon the Customer's request if the realizable value of our securities exceeds the claims to be secured by more than 10 %. The choice of the securities to be relinquished is for us to make.

11. Rights if our Supplies and Services are Defective

11.1 If the Contract is a commercial transaction for both parties claims for defects are subject to the Customer's immediate inspection of the goods upon receipt and the notification in writing of visible defects, if any, immediately following inspection, latest within 12 days following receipt of the goods, and in the event of hidden defects, immediately following discovery including specified description of defect (§ 377 HGB).

11.2 If the Customer fails to properly and timely notify about the defects pursuant to the aforementioned no. 11.1 the goods are deemed accepted in which case any claims for defect by the Customer are excluded.

11.3 Claims for defects do not arise in the event of insignificant digressions from the agreed or the ordinary quality of the goods or the agreed services or in the event of an insignificant impairment of the usability of the goods delivered or the services rendered.

11.4 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 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 choose the ordered goods for the intended use, in particular regarding sea-charts and navigation manuals. Further, no claims for defect 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 conditions for the use, the possible consequences and risks of the use in general as well as the specific operational purpose before using the goods delivered by us.

11.5 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 rectification or replacement (subsequent performance) and we are entitled to at least to attempts at rectification. The costs related with the subsequent performance shall be borne by us unless these costs are unreasonable, in particular, because the Customer took the goods to a place different from the agreed place of delivery.

11.6 The Customer can only exercise his/her statutory rights because of a defect, namely rescission, abatement, damages and/or reimbursement of costs after we were granted a reasonable time for subsequent performance pursuant to the afore stated no. 11.5 together with a declaration that he/she will refuse subsequent performance if not rendered within the time limit. The setting of a time limit combined with a declaration of refusal is not necessary 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 in no. 12.

11.7 We do not undertake any guarantees in respect of the sea-charts and navigation manuals published by the hydrographic agencies or other enterprises and delivered by us are 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 the sea-charts and navigation manuals published by them are free from defects. If a sea-chart or a maritime tax book delivered by us shows a defect 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. 11.6.

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 if the defect was caused by our negligent error when correcting the sea-chart. The provisions of this no. 11.7 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.

11.8 Subject to the provisions in no. 11.10 the time limit for claims for defects is 12 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 the aforementioned cases the statutory time limit applies.

11.9 The aforementioned conditions in respect of the time limit pursuant to no. 11.8 also apply to concurrent claims in tort as well as consequential damage.

11.10 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 and 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 suffered by the Customer because the sea-charts and/or navigation manuals delivered by us contain mistakes 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 ourselves can only be considered if the error or digression was caused negligently when correcting the sea-chart or in any other form negligently by ourselves, 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 therefore stated no. 12.1 our liability for losses suffered by the Customer on account of mistakes 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 12.10. The provisions in no. a. 12.1 and this no. 12.2 apply to any kind of sea-chart and/or navigation manuals. The also apply to any kind of damage (damaged property, personal injury and/or pecuniary losses) irrespective on which legal ground the claim for damages is being pursued.

12.3 For all claims for damages and/or reimbursement of costs our liability is unlimited pursuant to statutory provision only in the following events:

- Intentional breach of duty by ourselves, our legal representatives or servants or agencies as well as in case of bad faith;

- in the event of negligent breach of duty by ourselves leading to injury of life, bodily harm and/or health through ourselves and also through our legal representatives or servants or agents

- 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 no. 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 also 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 because of simple negligence pursuant to the afore stated no. 12.4 as well as in the event of stick liability, in particular in the event of impossibility of performance "ab initio" our liability is limited to the amount of the damages which are foreseeable and typically follow from the breach of contract.

- 12.6 The limitation of our liability to the damages which typically flow from the breach of contract and which are foreseeable also applies in the event of a damage caused by gross negligence by ourselves, our legal representatives or our servants/agents.
- 12.7 We are only liable for procurement risks if this has been accepted expressly as "assuming the risk of supply" in the form of a written agreement.
- 12.8 In as much as our liability is excluded or limited this also applies in respect of a personal liability for damages of our employees, co-workers, representatives and servants/agents.
- 12.9 The Customer's claims for damages or reimbursements of costs against us become time barred pursuant to no. 11.8 to 11.10 of these conditions unless the claims concern product liability pursuant to the Product Liability Act or claims pursuant to §. 823 et. sec. BGB.
- 12.10 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. Jurisdiction, Place of Performance

- 14.1 If the Customer is a merchant all disputes under or in connection with contracts between the Customer and us and applying these Supply-Conditions is subject to the exclusive jurisdiction of the competent court at the place of business of HanseNautic GmbH. We are, however, also entitled to sue the Customer in all other legally permitted jurisdictions.
- 14.2 Unless provided otherwise in the order confirmation HanseNautic GmbH's place of business is deemed to place of performance.

15. Partial Invalidity

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

Section B – Particular Conditions for the Subscriber Service

1. Scope of Application

We are offer the commercial shipping industry a Subscriber Service. All supplies and services of the Subscriber Service are exclusively subject to these Special Conditions pursuant to this section B of our Supply Conditions; in as much as section B does not apply, it is governed by the General Conditions in section A.

2. Subject matter of Subscriber Service

On the basis of the Subscriber Service contract between us and the Customer we supply to the Customer automatically with updates and new editions (in the following jointly as "follow up deliveries") of products for which the Customer ordered the Subscriber Service and for which the Subscriber Service is available. In as much as the Subscriber Service includes the delivery of sea-charts (paper-sea-charts and/ or electronic sea-charts) the Subscriber Service also contains a correction service. In respect of sea-charts and the applicable correction service the provision pursuant to no. 7 below of this section B apply.

3. Conclusion of the Subscriber Service Contract

- 3.1 In their application for conclusion of a Subscriber Service contact the Customer include a written list of products for which they request regular follow up deliveries under the Subscriber Service. The list is reviewed by us and we inform the Customer in respect of which products we can offer the Subscriber Service.
- 3.2 The Subscriber Service contract is concluded between us and the Customer named in the subscriber service application form if and when we confirm in writing the application and, thereby, the inclusion of the Customer into the Subscriber Service.

4. Deliveries; Delivery Reservations

- 4.1 We deliver the respective follow up deliveries within 4 weeks after receipt by us to the receiver's address named by the Customer. If the delivery is not made by us or our own shipping service, our obligation to delivery is fulfilled by handing over of the follow up delivery to the shipping or transport company instructed by us or when delivering the shipment to the postal services.
- 4.2 Our obligation to deliver is subject to the reservation of the proper and timely supply by ourselves by the respective producer and/or publishers. This, however, only applies if we are not responsible for the non- or delayed delivery and have concluded a matching cover transaction with the respective producers and/or publishers.

5. Term of the Subscription Service Contract

- 5.1 The Service Subscription contract is concluded for an indefinite period of time. It can be terminated by either party without any reasons to the end of the month with a notice period of two weeks. The termination to be in written form and to be addressed by us to the address indicated by the Customer. The Customer must address it to our management.
- 5.2 The right of either party to terminate the Subscription Service contract without notice because of an important reason remains unaffected.

6. Costs

- 6.1. Each follow up delivery is charged on the value of the goods on the day of the delivery of your order plus transport costs as per section A, no. 3.
- 6.2. Furthermore we are entitled to charge a basic rate of € 100 per month for the Subscription Service irrespective of the volume of the follow up deliveries. If we charge a basic rate, the first payment must be made within two weeks upon our order confirmation and receipt of the respective invoice and refers to the month in which the service subscription contract was concluded. All further monthly payments to be made by the 15th of each month respectively.
- 6.3. VAT as applicable by statute in Germany from to time is being added to the afore stated sums in respect of all Customer based domestically or in EU members states if this is in compliance with the VAT-laws in the country of delivery. All payments to be made into the account indicated in our order confirmation.

7. Sea-Charts and Correction Service

The subscription service contains a correction service for sea-charts including official as well as unofficial sea-charts (navigational aids). The following provisions apply.

7.1 Paper-sea-charts and corrections

- 7.1.1 In the event of official paper-sea-charts the correction is done by us by hand through a trained personal. Corrections are exclusively done on the basis of the notices for seafarers published by the respective hydrographic Agency of the respective country.
- 7.1.2 We do not correct non-official paper-sea-charts. In this regard our subscription service only includes the delivery of new editions of the respective publisher of the sea-charts.

7.2 Electronic sea-charts and corrections

- 7.2.1 Official or non-official electronic sea-charts are being registered by us with the respective producer on behalf of the Customer indicating the Customer's company, the name of the vessel concerned as well as the IMO number. The Customer will then be granted by the respective producer and licence for himself and the respective vessel for the use of the electronic sea-chart. After confirmation of the licence granted by the producer we provide the Customer with the code required for the activation of the electronic sea-chart.
- 7.2.2 The Customer must comply with the manufacturer's user instructions, in particular, to delete outdated sea-charts. The user instructions are communicated to the Customer at the conclusion of the Subscription Service contract.
- 7.2.3 The licence granted to the Customer has a fixed term the duration of which can vary, depending on the manufacturer. The Customer is being notified by us immediately upon conclusion of the Subscriber Service contract about the licence term applicable from time to time.

- 7.2.4 Depending on the manufacturer, the licence term the right to use the electronic sea-chart becomes automatically extinguished upon expiry or by written termination notice. We notify the Customer immediately upon conclusion of the Subscriber Service contract about the conditions of the termination of the license agreement applicable from time to time. The termination is done by us upon the respective notice by the Customer, such notice to be made latest 46 weeks prior to the expiry of the license term. In the absence of a termination the license term is automatically extended by a further fixed term.
- 7.2.5 Depending on the manufacturer, the sea-chart is either automatically deleted from the Customer's system upon expiry of the license or, in the absence of an automatic deletion, the Customer is under an obligation to delete the sea-chart from the system him/herself.
- 7.2.6 The correction of electronic sea-charts is done either by providing to the Customer a correction CD published by the respective manufacturers in regular or irregular intervals or by electronic transfer of the respective data plus the pertaining license to the respective vessel for correction of the respective sea-chart. Our obligation under the correction service in respect of electronic sea-charts is fulfilled upon notification of the Customer of the license or after handing over the correction CD to the company we instructed with the transport or shipment or, if the shipment or transport is performed by ourselves by handing over the CD to the Customer or another receiver named by the Customer.

8. Customer's Obligations

The Customer is under an obligation to notify us forthwith of any change of the required follow up deliveries in writing. The Customer is further under an obligation to notify us immediately in writing if he obtained follow up deliveries from third parties in order to allow us to update the requirements list.

9. Liability under the Subscription Service

- 9.1 Liability for non-delivery or delayed delivery is excluded if and in as much this is caused by us not having been supplied ourselves or us having been supplied with delay by the respective manufacturers.
- 9.2 Our liability is excluded in respect of the Customer's losses of any nature caused because the Customer failed to observe the manufacturers user instructions, in particular, failed to delete the electronic sea-chart from the system upon expiry of the licence and thereby potentially using a defective or outdated electronic sea-chart.
- 9.3 Subject to the provision in the second sentence of this no. 9.3 we are not liable for the contents or the factual correctness of the follow up deliveries supplied to us by the respective producers and delivered to us to the Customer. We are only liable on account of defects of follow up deliveries to the Customer if we, our legal representatives and/or our employees have negligently caused the error when correcting a paper-sea-chart or if at the time of delivery we knew of the error. In the aforementioned cases our liability is governed by the provisions in no. 12.3 to 12.10 section A of these Supply Conditions.
- 9.4 We are not liable in respect of the correctness of activation code for electronic sea-charts, communicated to us by the respective manufacturers or that they are communicated to us timely. Our liability for any and all losses suffered by the Customer there from is excluded.
- 9.5 Otherwise the liability provisions pursuant to no. 12 in section A of these Supply-Conditions also apply to our liability under the Subscription Service.

10. Applicability of Section A

Unless regulated otherwise in this section B the provisions pursuant to section A of these Supply-Conditions also govern the Subscription Service.