

General Terms and Conditions

§ 1

Formation of the contract

The Buyer is bound to this order for one month after the date of order. If the Seller accepts the order within this period of time or if he delivers the object of sale within this period of time, the contract shall be deemed formed. Physical delivery of the object of sale by the manufacturer's boatyard to the Buyer shall be deemed as delivery to the Buyer.

§ 2

Prices

In the case of domestic transactions, the stipulated prices are gross prices ex manufacturer's works. Transport costs and transport insurance taken out upon the request of the Buyer shall be borne by the Buyer.

In the case of exports, delivery shall be effected at net prices to the agreed upon destination abroad, with the Seller bearing transport costs and risks.

§ 3

Payment

After acceptance of the contract by the Seller, 1/3 of the purchase price immediately becomes due.

In the case of export transactions, the remaining purchase price shall immediately become due at the time the invoice is sent to the Buyer. This invoice shall indicate the probable delivery date of the object of sale.

In the case of domestic transactions, the remaining purchase price becomes due prior to the object of sale being loaded for shipment.

§ 4

The purchase obligation of the Buyer and flat-rate compensation for losses because of non-fulfillment by the Buyer

The Buyer undertakes to inspect/accept the object of sale within two weeks after receipt of notification by the Seller that the object of sale is ready. If the Buyer does not fulfill this obligation, the Seller can extend the deadline by another two weeks. In the event that the Seller does not inspect/accept the object of sale within this additional period of time, the Seller is entitled to withdraw from the contract and to demand compensation for losses for reasons for non-fulfillment in the amount of 20 % of the purchase price, provided that the Buyer does not provide proof to the Seller that the Seller's losses were lower or that he suffered no losses.

The Seller is entitled to claim the actual losses, for which he must provide evidence, instead of this flat-rate compensation for losses.

§ 5

Seller's delivery obligation and liability limitations

In the event that the Seller does not fulfill his delivery obligation, he shall be liable, in accordance with the appropriate business practices, only in the event of intent or gross negligence; furthermore, in the event of simple negligence, the Seller shall only be liable for a maximum amount of EUR 3,000.00.

§ 6

Brochure information / necessary changes during production

Information contained in any brochures is not binding unless it is expressly stated that it is binding.

Changes during production that are technically necessary and that are reasonable for the Buyer and do not lead to a significant reduction in value of the object of sale have no effect on the sales contract. The Buyer must accept such production changes.

§ 7

Transfer of risks/place of fulfillment

In the case of transactions with customers in other countries, the transfer of risks to the Buyer shall, notwithstanding Section 447 BGB (German Civil Code), take place at the time the object of sale is handed over at the agreed upon destination abroad.

In all cases, the place of fulfillment shall be the domicile of the Seller.

§ 8

Reservation of title

Until such time as the object of sale has been fully paid for, the Seller shall retain title to the object of sale.

The Buyer legally assigns to the Seller any and all receivables that may accrue from a re-sale up to the amount of the still unpaid portion of the invoice. The Seller accepts this assignment herewith.

The Buyer is obligated to protect the reserved goods from access by third parties. The Buyer must promptly notify the Seller if a third party has attempted to gain access.

§ 9

Warranty/Liability

In the event that the object of sale is a second-hand object, the Seller does not undertake to provide a warranty, unless this is a purchase of consumer non-durables. In this event, the period of limitation for warranty claims by the Buyer as against the Seller is one (1) year.

Apart from manufacturer's liability, the Seller is liable only for intent and gross negligence.

§ 10

Set-off prohibition

The Buyer is permitted to make set off claims as against receivables due to the Seller under this contract only if these counterclaims are uncontested, have been legally established, are ripe for decision, or if they are a result of a non-cash claim that entitles the Buyer to refusal of performance.

§ 11

Concluding Provisions

The parties to this contract agree that German law shall be applied to this present contractual relationship.

Place of jurisdiction for any and all disputes between the parties under this and any and all subsequent contracts shall be the court responsible for the domicile of the Seller, provided that the Buyer is a merchant or has no general place of jurisdiction in Germany.

There are no supplementary oral agreements to this contract.

Should individual provisions of this contract be or become invalid, the remaining portion of the contract shall remain valid and effective. The invalid or ineffective provision shall be replaced by such a valid and legal provision that resembles the invalid provision as closely as possible with regard to its economic purpose.