

## General Terms and Conditions

### 1. Coverage

1.1 The present conditions of supply are applicable to all goods and performance (further: deliveries) of INGO-K Yacht Line as far as there are no special conditions for special deliveries. Customer's Terms and Conditions are only valid if we agreed in written.

1.2 Other agreements must be made in written.

### 2. Conclusion of Contract

2.1 If the customer is no final user, our offer is free.

2.2 The order is binding for the customer 14 days upon order placement. The order is valid after receipt of our written order confirmation.

### 3. Order Changes, Cancellation

In case if the ordered goods are not available or cannot be delivered due to legal reasons, we are entitled to compensate the goods in adequate quality or price or cancel the contract. Payments that we received before that date will be balanced immediately after cancellation.

### 4. Prices, Payments

4.1 If the customer is a final user, our prices are exclusive of German TVA (currently 19%). If the customer is no final user, our prices are exclusive of the current tax, leaving our customs area DDU destination (INCOTERMS 2000).

4.2 Our prices are ex works.

4.3 Orders minor to 75,00 EUR will incur an additional fee of 5,00 EUR.

4.4 Payments have to be settled within 10 days upon receipt of invoice with a deduction of 2 % or net within 30 days directly on our account.

4.5 Custom made orders will have to be paid in advance.

4.6 Deliveries to abroad are exclusively shipped against advanced payment or credit card (MASTERCARD or VISA).

4.7 We can only be charged with pending credits that are undisputed or legal.

4.8 In case of customer's payment delay we can claim in interest of default amounting to 2 per cent points above the basic rate of interest referring to §247 BGB. The customer is entitled to prove that we did not have any or lower damage compared to the flat rate.

### 5. Delivery

Depending on the method of shipment, the delivery period for standard programme is 10 days upon placement of order; for custom made items and special sizes we indicate adequate delivery periods on our order confirmation.

### 6. Insurance

For deliveries of glass and porcelain we conclude a breakage insurance of min. 1% of the order's net value at the customer's expense. This is not valid if customer collects the goods by himself at our site.

### 7. Risk's Transfer

7.1 In case of delivery without mounting, risk transfers to the customer at date of dispatch. Any transport damage or loss is to be announced immediately after receipt including a written assessment of damage of the carrier.

7.2 The customer is not allowed to refuse deliveries in case of minor damage.

### 8. Defects, Liability

8.1 The customer knows that due to high degree of manual crafts work involved, small variation and divergence between illustration and delivered goods might occur.

8.2 The customer will have to check the delivery immediately after receipt and inform us in written about defects.

8.3 Deliveries with material damage at the point of risk's transfer will be replaced by perfect items or repaired on our expense within the usual working periods.

8.4 In case of failure of replacement or repair, the customer will have the possibility of abatement or withdrawal. For claims of damage see our no. 10.3 to 10.7.

8.5 If the customer is no final user the warranty is limited to 12 month from the point of transfer of risk. This is not binding in as far as the law implies longer periods of liability as in § 438 Point 1 No.2 (buildings or items for buildings) or § 634 a Point 1 No. 2 (building defects) BGB further in cases of violation of life, body or health as well as cases of intend or gross negligence. The regulations considering hampering or recommence of those periods are untouched.

8.6 In cases of complaints the customer is entitled to keep back payments corresponding to the extent of damage after releasing a justified complaint for defects. In case of unjustified complaints, we are entitled to ask for compensation at the customer's expense.

8.7 In case of unimportant divergence of the agreed conditions and state, non-reproducible defects in software and natural wear out, indemnity claims are not possible; further in cases of damage after the point of risk's transfer that might occur due to wrong or negligent handling, exaggerated use, unsuited means, faulty conditions of the site or wrong technical information of the customer or other special external reasons that were not agreed in the contract, further for consequences raising in case of inadequate amendments or maintenance made by the customer or a third party.

8.8. If not agreed otherwise, we are not answerable for defects of used goods and deliveries.

8.9 Further or other indemnity claims than listed in point 8, are excluded.

### 9. Rights, Liability

9.1 The delivery is made in the country of delivery without infringing any third party's property rights (further called property rights).

9.2 If a third party claims infringe of his property rights against the customer, we are liable/answerable within the listed periods of point 8.5, when the customer is no final user. We will decide at our expense to obtain use or change the delivered items and replace them with property right free ones. If we fail under adequate circumstances, the customer is entitled to make use of the legal rights of withdrawal or reduction. For all other warranty claims of the customer see point 10.

9.3 The liabilities in point 9.2 are only valid if the demands of a third party are made regarding the delivered items themselves and the customer has informed us in writing immediately after receiving the third party's claim.

9.4 For all other claims see point 8.

9.5 Further or other claims in right are excluded.

### 10. Indemnity, Withdrawal

10.1 If any damage occurs due to non-observing the deadlines, the customer is entitled to ask for compensation for each complete week 0,5% up to 5% of the entire value of the item that could not be used due to the delayed delivery. Compensation claims of the customer regarding non-observing the deadlines as well as compensation claims instead of delivery that pass over the above mentioned limits are declared non valid in all cases of exceeded delivery even after a pre-set period in sentence one. The customer can make use of withdrawal within the legal prescriptions if we are responsible of the delay.

10.2 If we are responsible for an impossibility of the delivery, the customer is entitled to ask for compensation. The claim for damage is limited to 5% of the value of that item that cannot be used due to the impossibility. The right of withdrawal is

not involved. Regarding temporary impossibility see point 10.1.

10.3 For all personal damage we are responsible for, we sign answerable unlimited. In cases of physical damage we compensate repair and restoration up to an amount 250.000 EUR for each damage, in total not more than 1.500.000, EUR. Concerning data medium material we are not answerable for the restoration of lost data and information.

10.4 Indemnity claims for any reasons, especially violence of duties or tort, are excluded.

10.5 The limitation of the customer's rights in points 10.1 to 10.4 does not apply if the liability is according to the German Product Liability Law, applicable for intend, gross negligence, damage of life, body or health, for taking over the promised capacity or damages due to non-fulfilment. Insofar as we have wilfully violated the contractual responsibility, the obligation to render compensation for physical and personal damage is limited to damage that arises in typical cases.

10.6 Warranty is limited as can be seen in point 8.5. This period is a statutory period if the customer is not a final user. This is not valid in case of intend, gross negligence, damage of life, body and health or according to the German Product Liability Law.

10.7 A modification of the onus on the disadvantage of the customer is not linked to these above mentioned regulations.

### 11. Reservation of Ownership

11.1 Deliveries remain in our possession until they are entirely paid. The customer can neither pledge sell nor chattel mortgage goods subject to ownership reservation. Eventual costs of intervention are at the customer's expense.

11.2 Making use of or taking back reservation of ownership does not require withdrawal. These actions or pledge of goods are no withdrawal of contract, only if especially declared.

### 12. Place of Jurisdiction

Place of jurisdiction is Bayreuth.

### 13. Safeguarding Provision

In the case that individual provisions of this contract become inoperative in part or in their entirety or should there be gaps in the contract, the validity of the other provisions or parts of these remain unaffected. In place of the inoperative or missing provisions, the corresponding legal regulations apply.