

General Terms and Conditions of Sale of Lipland Yachting Electronics

As of 03.05.2021

§1 General provisions

These General Terms and Conditions of Sale apply to all business relationships with our customers on condition that such customers are businesspersons or entrepreneurs (p. 14 of the German Civil Code (Bürgerliches Gesetzbuch - BGB), legal entities under public law or special funds under public law.

If our documents (order confirmations, invoices, invoice corrections, etc.) refer to our General Terms and Conditions of Sale, these General Terms and Conditions of Sale are to be understood in their currently valid version.

§2 Scope of application

(1)

Our General Terms and Conditions of Sale apply in particular to contracts for the sale and/or supply of movable goods (hereinafter also referred to as "goods"), regardless of whether such goods are manufactured by ourselves or purchased by us from third-party suppliers (sections 433, 651 BGB).

Our General Terms and Conditions of Sale also apply to future contracts for the sale and / or delivery of movable goods that have been concluded with the same customer without us having to point out their effectiveness again in individual cases. We will inform the customer of any changes to these General Terms and Conditions of Sale.

Our General Conditions of Sale apply to the exclusion of all others. Deviating, contradicting or supplementary terms and conditions of the customer will only be included in the contract if and to the extent that we have expressly consented to their application in writing. Such consent is required under all circumstances, even if, for example, we unconditionally make deliveries to the customer despite knowing the customer's Terms and Conditions.

(3)

Individual agreements with the customer on a case-by-case basis (including collateral agreements, amendments, additions) always take precedence over these General Terms and Conditions of sale. With regard to the content of such individual agreements that are concluded with the customer in individual cases, a written contract and / or written confirmation from us is decisive. A guarantee is only deemed to have been given by us if we have expressly marked the respective feature as "guaranteed" in writing.

(4)

All legally relevant declarations and notifications that the customer has to send to us after the conclusion of the contract must be made in writing in order to be effective. This applies in particular to the setting of deadlines, notifications of defects, declarations of revocation or a reduction in the purchase price due to defects.

§3

Offers, scope of performance and conclusion of contract

(1)

Our contract offers are non-binding. This also applies if we have provided the customer with catalogs, technical documents (e.g. drawings, plans, calculations, costs, references to DIN standards), other product descriptions or documents - also in electronic form - for which we reserve property rights and copyrights.

(2)

The customer's order is considered a binding contract offer.

(3)

The conclusion of the contract and the scope of the contractually owed service are exclusively subject to our order confirmation.

(4)

Partial deliveries are permitted.

(5)

The documents on which the offer or the order confirmation is based, such as images, drawings, dimensions and weight specifications are only approximate, unless they are expressly stated as binding.

§4

Prices and terms of payment

(1)

The prices are ex warehouse without packaging and other transport and shipping costs plus statutory value added tax. Packaging is charged at cost and can only be returned if we are legally obliged to take it back.

(2)

The purchase price is due and payable with the invoice date.

(3)

The customer bears the transport costs ex works and the costs of any transport insurance requested by him. All additional costs, including but not limited to customs, fees, taxes and other public duties, are borne by the customer.

(4)

Packaging requested by the customer or deemed necessary by us will be provided by the customer or charged by us at cost price at our own discretion. Special agreements are required for deliveries abroad.

(5)

If, after the conclusion of the contract with the customer, it turns out that our claim to payment of the purchase price is endangered by an inability of the customer to pay (e.g. if an application for bankruptcy has been filed), we are entitled to refuse performance in accordance with the statutory provisions and - if necessary after

setting a deadline - to withdraw from the contract. In the case of contracts for the production of made-to-measure articles (custom-made goods), we may withdraw from the contract immediately; The statutory provisions on the dispensability of deadlines remain unaffected.

§5 Copyright

(1)

All documents submitted by us such as designs, drawings, plans, cost estimates, etc. remain our exclusive property, unless otherwise agreed; We reserve the sole ownership of existing copyrights.

(2)

The documents submitted may not be copied or made accessible to third parties without our prior written consent and must be returned to us at any time upon request. We will treat all documents presented to us by the customer equally.

§6 Set-Off, retention

The customer is only entitled to exercise set-off and retention rights against our claims if his claim is undisputed or has been determined by a court to be final and binding. In the event of delivery defects, the conflicting rights of the customer, in particular those in accordance with paragraph 10 of these General Conditions of Sale, remain unaffected.

§7 Terms of delivery

(1)

We specify the delivery time when accepting the order. The delivery period can also be agreed individually between the contracting parties.

(2)

If we are unable to meet a binding delivery time for reasons beyond our control, we will notify the customer of this immediately. At the same time, we will inform about the expected new delivery time. If the service is not yet possible within the new delivery period, we have the right to withdraw from the contract in whole or in part. We will immediately reimburse all consideration already paid by the customer. Performance is not available within the meaning of these General Terms and Conditions of Sale, in particular if our supplier does not deliver on time, if we have a congruent supply arrangement with our supplier, neither we nor the supplier are at fault or we have no procurement obligation in individual cases.

(3)

A default of delivery does not begin until the customer has sent us a reminder. If we are in default, the customer can set us a grace period for delivery. Only after this

grace period has expired can the customer demand flat fee compensation for delayed damage. The flat fee is 0.5% of the net price - i.e. The delivery value - for each full calendar week of the default. Overall, however, the flat fee compensation amounts to a maximum of 5% of the delivery value of the delayed goods. We reserve the right to prove that the customer suffered no or only slightly less damage than the flat fee mentioned above.

(4)

The rights of the customer according to § 11 of these General Terms and Conditions of Sale and our statutory rights, in particular in the case of an exemption from the performance obligation (e.g. due to impossibility or unreasonableness of the performance and / or later performance) remain unaffected.

§8

Passage of risk, acceptance inspection, default of acceptance

(1)

Delivery is effected ex warehouse, which is also the place of performance. At the request and expense of the customer, the goods can be sent to a different destination (power of shipment). Unless otherwise agreed, we are entitled to determine the type of shipment, in particular the transport company, the dispatch route and the packaging ourselves.

(2)

The risk of accidental loss and accidental deterioration of the goods shall pass at the latest to the customer on hand-over. In the case of a sale involving the carriage of goods the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass to the customer on handover of the goods to the transport company, freight forwarder or other person or institution appointed for the execution of utilization. This shall apply regardless of whether the goods are shipped from the place of performance or irrespective of by whom the transport or shipment costs are borne. If an acceptance inspection has been agreed, it shall be decisive for the passage of risk. The statutory provisions of the law on contracts for services shall apply analogously in other respects to an agreed acceptance inspection. Default of acceptance by the Customer shall be equivalent to delivery or an acceptance inspection.

(3)

If the customer is in default of acceptance or if he culpably violates other obligations to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we have the right to demand compensation including additional costs (e.g. storage costs). For this we charge a flat fee compensation of 5% of the purchase price per calendar week, beginning with the delivery term or - if there is no delivery period - with the notification that the goods are ready for shipment. Our right to prove greater damage and to assert our statutory claims (in particular for the reimbursement of additional costs, reasonable compensation, termination) remains unaffected. However, the flat fee will be offset against further monetary claims. The customer is free to prove that we have suffered no damage at all or only a significantly lower damage than the flat fee mentioned above.

**§9
Retention of title**

(1)

We retain title to the goods sold until all of our current and future claims from the sales contract and an ongoing business relationship (secured claims) have been paid in full.

(2)

Until the secured claims have been paid in full, the goods subject to retention of title may neither be pledged nor assigned to third parties as security. The customer must inform us immediately in writing if and to the extent that third parties attempt to seize the goods to which we retain ownership.

(3)

If the customer violates the contract, in particular by not paying the due purchase price, we have the right to withdraw from the contract in accordance with the statutory provisions and / or to request the return of the goods due to the retention of title. A request to hand over the goods does not automatically include a declaration of withdrawal; Rather, we are entitled to only demand delivery of the goods, while reserving the right to withdraw from the contract. If the customer does not pay the purchase price due, we can only assert these rights if we have previously unsuccessfully set the customer a reasonable payment deadline or if such a deadline cannot be set in accordance with the statutory provisions.

(4)

The customer has the right to resell and / or process the goods subject to the retention of title in the ordinary course of business. In this case, the following additional provisions apply.

(a)

The retention of title extends to all products resulting from the processing, combination or connection of our goods to their full value, and we are considered the manufacturer. If a third party retains ownership in the case of processing, combination or connection with the goods of that third party, we acquire joint ownership of the goods in relation to the invoice value of the goods if they are processed, combined or connected. Otherwise, the same applies to the resulting products as to the delivered goods subject to retention of title.

(b)

The customer hereby assigns to us claims against third parties that result from the resale of the goods or the product in total or in the amount of our possible share of the co-ownership in accordance with the above mentioned paragraph as security. We accept such an assignment. The customer's obligations under §9, (2) also apply to the assigned claims.

(c)

The customer remains entitled to collect the amount owed for the claims alongside us. We undertake not to collect the amount owed as long as the customer has met his payment obligations to us, there is no default in payment, no bankruptcy petition has been filed and the customer's solvency is not otherwise impaired. In this case,

however, we can demand that the customer inform us about the assigned debts and the debtor, provide us with all the information required for the collection, submit all relevant documents and inform the debtor (third party) of such an assignment.

(d)

Should the realizable value of the securities exceed the amount of our claims by more than 10%, we will release securities at the customer's request at our own discretion.

(5)

The customer is obliged to handle the delivered goods carefully and to insure them against destruction, theft or other loss for the duration of the retention of title. The amount of insurance coverage is considered sufficient if it corresponds to the agreed purchase price of the goods including all ancillary costs.

The customer hereby transfers to us all indemnification claims that result from the customer's insurance.

§ 10

Customer's claims for defects

(1)

The statutory provisions apply to the customer's rights in the event of material or legal defects (including faulty and incomplete deliveries as well as faulty assembly or faulty assembly instructions), unless otherwise stated below. The special provisions on the final delivery of the goods to a consumer (recourse by the supplier according to §§ 478, 479 BGB) remain unaffected at all times.

(2)

Our liability for defects is based primarily on the agreement on the quality of the goods. All production descriptions that are the subject of an individual contract serve as an agreement on the quality of the goods; It doesn't matter whether the product description comes from the customer, from the manufacturer or from us.

(3)

If no agreement has been reached on the quality of the goods, the presence or absence of a defect must be determined in accordance with the statutory provisions (Section 434 (1) No. 2 and 3 BGB). However, we assume no liability for public statements made by the manufacturer or other third parties (e.g. advertising claims).

(4)

The customer's claims for defects require that the customer has complied with his statutory inspection and complaint obligations (§§ 377, 381 HGB). If a defect is discovered during the inspection or at a later point in time, we must be informed immediately in writing. Such notification is deemed to be immediate if it is given within two weeks. The timely dispatch of the notification is sufficient to meet the deadline. Irrespective of his inspection and complaint obligations, the customer must inform us in writing of obvious defects (including faulty and incomplete deliveries) within two weeks of delivery; Here, too, submitting the notification in time is sufficient to meet the deadline. If the customer does not carry out a proper inspection and / or does not report any defects, our liability for the defect that has not been reported is excluded.

(5)

If the delivered goods are defective, we can first decide whether we would like to provide a subsequent performance by eliminating the defect (remedy) or by delivering non-defective goods (replacement). Our right to refuse subsequent performance subject to the statutory provisions remains unaffected.

(6)

We have the right to make subsequent performance dependent on the due payment of the purchase price by the customer. However, the customer has the right to withhold part of the purchase price that is reasonable in relation to the defect.

(7)

The customer must allow us the necessary time and opportunity for subsequent performance, where due, and in particular has to hand over the goods in question for inspection. In the event of a replacement, the customer must return the defective goods back to us in accordance with the statutory provisions. The subsequent performance does not include the dismantling of the defective goods or the reinstallation, if we were not originally obliged to install such an item.

(8)

We bear all costs that are necessary for the inspection and subsequent performance, including but not limited to transport, travel, labor and material costs (no dismantling and installation costs) if the goods are actually defective. Should the customer's request to remedy a defect prove to be unjustified, we can demand that the customer reimburse the resulting costs.

(9)

In emergency situations, especially when operational safety is at stake or exceptionally severe damage is to be averted, the customer has the right to remedy the defect himself and to request reimbursement of the objectively necessary expenses. We shall be informed immediately - if possible in advance - if the customer corrects the defect himself. The customer does not have the right to remedy the defect himself if we had the right to refuse a corresponding subsequent performance in accordance with the statutory provisions.

(10)

If the subsequent performance fails or if a deadline to be determined by the customer for the subsequent performance expires without success or if it is dispensable according to the statutory provisions, the customer can withdraw from the purchase contract or reduce the purchase price. However, the customer has no right of withdrawal in the event of minor defects.

(11)

The customer is only entitled to compensation for damages or reimbursement of futile expenses in accordance with §11 of these General Conditions of Sale, otherwise such claims are excluded.

§ 11 Liability

(1)

Unless otherwise stipulated in these General Terms and Conditions of Sale including the following provisions, we are liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

(2)

In the event of willful intent and gross negligence, we are liable for damages, regardless of the legal reasons. In the case of ordinary negligence we shall only be liable

a)

for damages resulting from injury to life, body or health;

(b)

for damages resulting from the violation of a major contractual obligation (an obligation, the fulfilment of which is crucial for due and proper execution of the contract and compliance with which the contracting partner will and may normally expect); in this case however our liability shall be restricted to foreseeable, typical damages.

(3)

The limitations of liability according to (2) do not apply if we have maliciously failed to disclose a defect or have given a guarantee for the quality of the goods. The same applies to customer claims under the Product Liability Act.

(4)

In the event of a breached obligation that is not based on a defect, the customer can only withdraw from the contract or terminate it if we are responsible for the breached obligation. A free right of termination of the customer (in particular according to §§ 651 649 BGB) is excluded. Otherwise, the statutory and legal consequences apply.

§12 Expiry by limitation

(1)

By way of deviation from Section 438 Paragraph 1 No. 3 BGB, the general limitation period for claims arising from material and legal defects is one year from delivery. If an acceptance has been agreed, the limitation period begins with the acceptance inspection.

(2)

The above limitation period also applies to contractual and non-contractual claims for damages by the customer resulting from a defect in the goods, unless the statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. The limitation of the Product Liability Act remains unaffected in any case. Otherwise, only the statutory limitation periods apply to claims for damages by the customer according to § 11.

§13

Data protection and customer consent

We process your personal data in accordance with the EU Data Protection Regulation (GDPR), the Federal Data Protection Act (BDSG) and all other relevant legal provisions. The data are processed on your request and in accordance with Art. 6 Paragraph 1 Point 1 b) GDPR are required for the proper processing of a sales contract with the customer and for the mutual fulfillment of obligations from a sales contract. In addition, we process the personal data of customers in order to meet other legal obligations such as regulatory requirements (tax storage obligations). We partially use external service providers for the administration and technical management of our computer systems. In general, we delete personal data as soon as it is no longer required for the above-mentioned purposes, unless we are legally obliged to continue to store it (e.g. in the German Commercial Code /Handelsgesetzbuch-HGB) and in the German tax code. Further information on customer rights in accordance with the applicable data protection regulations can be found on our website: www.lipland.eu

§ 14

Governing law, legal venue, severability

(1)

The law of the Federal Republic of Germany applies to all legal relationships between the customer and us with the exception of uniform international law, in particular the UN sales convention.

(2)

Munich is the only - also international - legal venue for all disputes that arise directly or indirectly from the contractual relationship. However, we are entitled to take legal action at the customer's general place of jurisdiction.

(3)

Should a provision be or become ineffective or contain a gap, this shall not affect the validity of the remaining provisions. Instead of the ineffective provision, the parties will find a legally permissible provision that fulfills the economic purpose of the ineffective provision as far as possible or closes this gap.